

## FRANCHISE DISCLOSURE DOCUMENT

KFC US, LLC

A Delaware Limited Liability Company

1900 Colonel Sanders Lane

Louisville, KY 40213

502-874-8300

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

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



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

The total investment necessary to begin operation of a newly constructed KFC outlet ranges from \$1,852,825 to \$3,771,550. This includes \$45,575 to \$50,500 that must be paid to KFCLLC or its affiliates. The total investment necessary to begin operation of a reopened or remodeled former KFC outlet or converted KFC outlet ranges from \$1,052,825 to \$2,521,550. This includes \$45,575 to \$50,500 that must be paid to KFCLLC or its affiliates.

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

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

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

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

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

[www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

DATE OF ISSUANCE: March 21, 2024, as amended January 20, 2025

## How to Use This Franchise Disclosure Document

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

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

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

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider About *This Franchise*

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

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

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

## STATE OF MICHIGAN DISCLOSURE NOTICE

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

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or sub-franchisor.

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

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

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

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

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

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

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

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

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

**The Franchisor and its Parents and Predecessors**

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

KFCLLC’s predecessor and intermediate corporate parent is KFC Corporation (“KFCC”), a Delaware corporation incorporated on February 11, 1971. KFCC currently conducts business under the trade names of “KFC” and “Kentucky Fried Chicken.” KFCC’s principal address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213. KFCC offered and sold franchises for Outlets (as defined below) in the United States from March 1971 until May 2016, at which time KFCLLC became the sole franchisor of Outlets in the United States. KFCC and KFCLLC entered into a management agreement, under which KFCC provides certain support services to Outlets, including, but not limited to, managing the KFC franchise system, marketing, offering and negotiating franchise agreements and development agreements, and otherwise fulfilling certain duties of KFCLLC under the franchise agreements and the development agreements. KFCC may, but is not obligated to, lease real estate to KFC franchisees for their KFC outlets. As of December 25, 2023, KFCC operated 46 Outlets (“Company-Owned Outlets”) (7 of which are KFC/Taco Bell multi-brand restaurants). KFCC does not currently offer franchises for Outlets or any other concepts in the United States.

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

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

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

Since its inception, KFCLLC has also offered franchises for non-traditional outlets (“Non-Traditional Outlets”) which operate principally in captive audience venues under a separate Disclosure Document. From June 2016 to March 2019, KFCLLC sold franchises for Non-Traditional Outlets under the logo “KFC Express.” As of December 25, 2023, there were 30 Non-Traditional Outlets.

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

**KFCLLC’s Affiliates**

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

| <b>Name and Address</b>  | <b>Business</b>   |
|--|---|
| Yum Connect, LLC (“Yum Connect”)<br>1441 Gardiner Lane<br>Louisville, KY 40213 | Formed in Delaware on July 16, 2019. Yum Connect may provide certain technology support services, directly or indirectly, on behalf of KFCLLC under the Restaurant Technology Agreement. Yum Connect has never offered franchises for Outlets or any other concepts.  |
| Pizza Hut, LLC<br>7100 Corporate Drive<br>Plano, TX 75024 (“Pizza Hut”)        | A Delaware limited liability company organized on May 20, 2016. Pizza Hut operates and franchises “Pizza Hut” restaurants, which specialize in the pizza distribution business. As of December 31, 2023, Pizza Hut operated 7 traditional Pizza Hut restaurants, 96 franchisees operated 5,300 traditional Pizza Hut restaurants and 143 licensees operated a total of 1,313 Pizza Hut express restaurants. Pizza Hut has not offered franchises in any other line of business, except for the WingStreet franchises, but may do so in the future.  |
| Taco Bell Franchisor, LLC<br>1 Glen Bell Way<br>Irvine, CA 92618 (“Taco Bell”) | A Delaware limited liability company organized on February 23, 2016. Taco Bell operates and franchises “Taco Bell” restaurants offering Mexican-style food for take-out and on-premises seating. As of December 26, 2023, Taco Bell operated approximately 483 traditional Taco Bell restaurants and 7 non-traditional Taco Bell restaurants. A total of approximately 7,197 traditional Taco Bell restaurants and 229 Taco Bell express restaurants were operated by approximately 237 franchisees and 95 licensees. Taco Bell has not offered franchises in any other line of business but may do so in the future. |
| HBG Franchise, LLC<br>1 Glen Bell Way<br>Irvine, CA 92618 (“HBG”)              | A Delaware limited liability company organized on February 13, 2013. HBG franchises, and through its affiliates operates, “Habit Burger Grill” restaurants offering made-to-order chargrilled burgers, sandwiches and more for take-out and on-premises seating. As of December 26, 2023, HBG’s affiliate operated 307 Habit Burger Grill restaurants. A total of 49 traditional Habit Burger Grill restaurants were operated by 7 franchisees and 10 non-traditional restaurants were operated by 8 licensees. HBG has not offered franchises in any other line of business but may do so in the future.             |

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

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

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

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

Before you build an Outlet or sign the Franchise Agreement, you must sign a "Deposit Agreement" in the form attached as Exhibit D, under which you will apply for a site for the Outlet. Once KFCLLC approves a proposed site under the Deposit Agreement, then concurrently with signing the Franchise Agreement, you must sign a KFC Franchise Option Agreement, in the form attached as Exhibit E (the "Option Agreement"). The Option Agreement provides you the option to develop the Outlet at an approved site. In addition to the Deposit Agreement, Option Agreement and Franchise Agreement, you must also sign an Advertising Agreement with the National Co-Op (as defined in Item 3), which is attached as Exhibit F. If you are an existing franchisee and have already signed an advertising agreement, you may be eligible to sign an amendment to your existing advertising agreement to add the additional Outlet. A copy of KFCLLC's form Amendment to Advertising Agreement is attached as Exhibit F-1. If you are an entity, you must also sign the Control Person Addendum attached as Exhibit O, which identifies one of your

owners as the Control Person (as defined in Item 15). KFCLLC does not sign the Franchise Agreement until you have fulfilled the requirements of the Option Agreement.

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

### **Legacy Franchisees**

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

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

### **Renewal**

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

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

### **Market Competition**

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

## **Regulations**

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

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

### **President – KFCC & KFCLLC: Tarun Lal**

Mr. Lal is employed by KFCC and has been the President for KFCC and KFCLLC since July 2022. From October 2021 to July 2022, he served as Managing Director of KFC Middle East Region, Africa and India, from January 2020 to September 2021, he served as Managing Director of KFC Middle East Region and Africa, and from July 2018 to December 2019, he served as Managing Director of KFC Africa. From January 2014 to July 2018, he served as Chief Operations Officer of KFC Global. Mr. Lal is based in Louisville, Kentucky.

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

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

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

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

### **Chief Legal Officer – KFCC & KFCLLC: Kate Ward**

Ms. Ward is employed by KFCC and has been the Chief Legal Officer for KFCC and KFCLLC since January 2023. From September 2019 to December 2022, she served as the Director, Legal – Marketing, Contracts, Technology, FIT for KFCC, from July 2018 to August 2019, she served as the Director, Legal – HR, Litigation, Real Estate for KFCC, and from April 2016 to July 2018, she served as an attorney for KFCC. Ms. Ward is based in Louisville, Kentucky.

**Chief Marketing Officer and Chief Development Officer – KFCC & KFCLLC: Catherine Tan-Gillespie**

Ms. Tan-Gillespie is employed by KFCC and has served as the Chief Marketing Officer and Chief Development Officer for KFCC and KFCLLC in Louisville, Kentucky since August 2024. From January 2022 to August 2024, she was employed by Yum and served as President and General Manager, KFC Canada in Toronto, Canada. From October 2017 to December 2021, she was employed by Yum and served as Global Chief Marketing Officer in Dallas, Texas. Ms. Tan-Gillespie is based in Louisville, Kentucky.

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

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

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

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

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

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

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

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

**ITEM 3  
LITIGATION**

**KFCLLC Action**

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

On June 29, 2023, Chicken Shack Potsdam, LLC (“CSP”), a current franchisee of KFCLLC, filed a complaint against KFCLLC alleging breach of contract, breach of the implied covenant of good faith and fair dealing, bad faith, estoppel, and unjust enrichment, and is seeking damages, attorneys’ fees, costs and

expenses. CSP alleges that KFCLLC relied on an allegedly flawed impact study and allowed another franchisee to open a new Outlet close to CSP's Outlet, which allegedly depressed the sales of CSP's Outlet. CSP filed an amended complaint on September 15, 2023, which added purported claims for fraud and fraudulent nondisclosure. On October 13, 2023, KFCLLC filed a motion to dismiss all of CSP's claims, and briefing on KFCLLC's motion to dismiss concluded on December 1, 2023. As of the date of this Disclosure Document, the parties are awaiting the court's ruling on KFCLLC's motion to dismiss.

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

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

No bankruptcy is required to be disclosed in this Item.

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

#### **Franchise Agreement**

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

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

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

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

**Background Check Fee.** You will be required to pay a background check fee for each person that signs the Franchise Agreement or Guaranty (defined in Item 15), which fee currently ranges from \$575 to \$2,500 per person. This fee is determined by the third party vendor and will be collected by KFCLLC and paid to the third party vendor on your behalf. You will pay the background check fee when you submit a consent form, and such fee is not refundable under any circumstances.

These fees are all uniformly imposed by KFCLLC.

**Development Fee**

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

**ITEM 6  
OTHER FEES**

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

| <b><u>(1)</u></b><br><b><u>Type of Fee</u></b><br>(Note 1)         | <b><u>(2)</u></b><br><b><u>Amount</u></b>   | <b><u>(3)</u></b><br><b><u>Due Date</u></b>         | <b><u>(4)</u></b><br><b><u>Remarks</u></b>   |
|--|---|---|--|
| Renewal, if applicable   | \$9,600 (Note 5)  | As incurred   | Payment of the renewal fee is one of several requirements that you must fulfill as a condition of renewal if you sign the Franchise Agreement. The renewal fee is subject to adjustment based upon the Consumer Price Index.   |
| Transfer to an existing KFCLLC franchisee                          | \$4,800 for the first Outlet and \$2,400 for each additional Outlet in the same transaction. (Note 5) | Upon your execution of KFCLLC's transfer Agreement. | The transfer fee is subject to adjustment based upon the Consumer Price Index.   |
| Transfer to a new KFCLLC franchisee                                | \$9,600 for the first Outlet and \$4,800 for each additional Outlet in the same transaction. (Note 5) | Upon your execution of KFCLLC's transfer Agreement. | The transfer fee is subject to adjustment based upon the Consumer Price Index.   |
| Audit  | Entire cost of audit, including expenses of auditing personnel.                                       | Immediately upon determination of amount.           | Payable only if audit reveals a deficiency of at least 2% of the amount of royalties actually paid.  |
| Additional/Refresh Training  | \$500 per person per week   | As incurred.  | Payable if we determine that you or any of your employees need additional training and complete that training at a Company-Owned Outlet.   |
| Costs, expenses, and attorneys' fees                               | Will vary   | After judgment is entered in KFCLLC's favor.        | KFCLLC is entitled to collect these costs, expenses, and fees if it wins a lawsuit it brings against you based on the Franchise Agreement (if you win the case, you are entitled to these costs, expenses and fees).   |
| Indemnification  | Will vary   | As incurred   | You are responsible for all matters arising out of the operation of the Outlet, including personal injury and property damages. If you sign a Development Agreement you are responsible for all matters arising out of the business you conduct under the Development Agreement. |
| Late royalty payments  | 1.5% per month  | Upon demand   | Payment to encourage prompt payment of royalties and cover expenses involved in processing late payments.  |
| Restaurant Operations Compliance Check ("ROCC") – comprised of two | \$276.00 to \$346.00 per re-evaluation (Note 6)   | As incurred   | KFCLLC will pay for ROCC evaluation (which includes both FSCC and BSCC), 3 times per year. If a BSCC evaluation results in an underperforming  |

| <b><u>(1)</u></b><br><b><u>Type of Fee</u></b><br>(Note 1)  | <b><u>(2)</u></b><br><b><u>Amount</u></b>   | <b><u>(3)</u></b><br><b><u>Due Date</u></b> | <b><u>(4)</u></b><br><b><u>Remarks</u></b>  |
|---|---|---|---|
| categories: (1) Food Safety Compliance Check (“FSCC”) and (2) Brand Standards Compliance Check (“BSCC”) re-evaluation |   |   | (failure), then a FSCC and a BSCC re-evaluation will be required and will be at your expense. If a FSCC assessment results in an underperforming (failure), then only a FSCC (and not a BSCC) re-evaluation will be required and will be at your expense.   |
| Technology Fees   | Currently, \$240.33 per month (Note 7)  | Payable monthly                             | The Technology Fee is payable for the ongoing subscription, maintenance, and support of, and provision of services related to, certain required technology platforms and software components (“Restaurant Technology”) that KFCLLC will make available and require you to use in connection with the operation of the Outlet. Technology Fees does not include the purchase price and installation cost of any hardware or equipment that are required to access Restaurant Technology. You may be required to add additional technology components for additional fees. KFCLLC may modify the amount of the technology fees upon reasonable notice to you. |
| One System Fund Fee   | \$180 per Outlet/per month (plus applicable tax and shipping) (reoccurring payments). | Payable monthly                             | Includes hardware to display merchandising materials and menu panels and other point of sales advertising materials which support national promotions. This amount is paid to the National Co-Op.   |
| Digital Fee   | 3.5% of Gross Revenue collected from all Digital Orders.                              | Payable monthly                             | “Digital Orders” means orders placed via digital ordering platforms, channels, and third-party aggregators, such as KFC.com, GrubHub, DoorDash, UberEats, PostMates and other digital ordering services. Digital ordering service providers may be added or removed periodically. The use of digital ordering services is optional but if you elect to use digital ordering   |

| <u>(1)</u><br><b>Type of Fee</b><br>(Note 1) | <u>(2)</u><br><b>Amount</b> | <u>(3)</u><br><b>Due Date</b> | <u>(4)</u><br><b>Remarks</b>  |
|--|-----------------------------|-------------------------------|---|
|  |                             |                               | services the Digital Fee is required. Currently, approximately 90% of franchisees participate in digital ordering services.   |
| Liquidated Damages (Development Agreement)   | Will vary                   | As incurred                   | If you fail to timely open the number of new Outlets and replacement Outlets you committed to open in any development year, you will pay liquidated damages in an amount equal to the average annual Gross Revenue of all New Outlets (as defined in Item 19, and that were open the entirety of KFC's last fiscal year immediately preceding the default) for the immediately preceding fiscal year, multiplied by 5%, multiplied by two years, and multiplied by the difference between the number of new and replacement Outlets you committed to development and the actual number of approved new and replacement Outlets you developed during the development year. |

**NOTES:**

1. All fees, other than advertising fees (See Note 4), are payable to KFCLLC or its designated parents or affiliates and are non-refundable. These fees may not be uniform for franchisees signing the Franchise Agreement. Unless otherwise indicated, these fees are due under the Franchise Agreement.
2. If you build a new Outlet or purchase an existing Outlet from KFCC or its affiliates, you are required to sign the 5/15 Amendment and will pay a total royalty fee of 5% of Gross Revenue (subject to the monthly minimum of \$1,440). Legacy Franchisees who build a new Outlet are required to sign the Legacy New Development Addendum, under which they will pay a royalty of 4% of gross revenue and still be subject to a monthly a minimum of \$1,440 per month. All minimum royalty payments may be increased for every 10% increase in the Consumer Price Index, using June 1976 as the base period (\$170.10), but in no event will such minimum royalty exceed the minimum royalty then being charged by KFCLLC for new Kentucky Fried Chicken Franchises. All royalty payments must be made by electronic funds transfer paid directly to KFCLLC.
3. "Gross Revenue" includes the total of all monies and receipts derived from products prepared and services performed at the Outlet, at special events or from catering and from all sales and orders made, solicited or received at the Outlet or at special events and from all other business whatsoever

conducted at or from the Outlet, whether such revenues are evidenced by cash, credit, checks, gift certificates, scrip, food stamps, coupons, services, property or other means of exchange, and whether such sales are of food, beverages, tobacco products, vending machine items, services, merchandise or products of any nature whatsoever.

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

4. You pay all advertising expenses to the National Co-Op. In November 2022 the National Co-Op set the national advertising contribution rate at 4.5% for the period from January 1, 2023 through December 31, 2028. Unless otherwise changed in accordance with the National Co-Ops By-Laws, the national advertising contribution rate will revert to 2% on January 1, 2027. The National Co-Op and local cooperatives may charge additional fees for late payments. All payments of national advertising must be made by electronic funds transfer to the National Co-Op.
5. These amounts account for the current adjustment to reflect any 10% increase in the Consumer Price Index using June 1976 as the base period.
6. If you acquire an existing co-branded KFC Taco Bell restaurant, the fee will be in the range of \$138.00 to \$173.00 per re-evaluation for the KFC portion of your co-branded restaurant.
7. KFCLLC anticipates that additional technology components will be required to be implemented within the next three years, with technology fees increasing as additional technology components are added to an Outlet. Currently, KFCLLC anticipates that the technology fees will increase to up to \$372.00 per Outlet per month when all anticipated technology components are implemented, but KFCLLC may increase that amount.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**

**DEVELOPMENT AGREEMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

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

**NOTES:**

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

**FRANCHISE AGREEMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

| <b>(1)<br/>Type of Expenditure</b>             | <b>(2)<br/>Amount</b>               | <b>(3)<br/>Method of<br/>Payment</b> | <b>(4)<br/>When Due</b>            | <b>(5)<br/>To Whom<br/>Payment is to be<br/>Made</b>                                   |             |
|--|-------------------------------------|--------------------------------------|------------------------------------|--|-------------|
| Background Check Fee (Note 1)                  | \$575 to \$2,500 per person         | As Agreed                            | Upon submission of consent form    | KFCLLC   |             |
| Deposit Fee (Note 2)                           | \$20,000                            | Electronic Funds Transfer            | Upon signing the Deposit Agreement | KFCLLC or its designated parents or affiliates   |             |
| Option Fee (Note 3)                            | \$25,000                            | Electronic Funds Transfer            | Upon signing the Option Agreement  | KFCLLC or its designated parents or affiliated   |             |
| Training Expenses (Note 4)                     | \$5,000 to \$8,000                  | As Agreed                            | As Incurred                        | KFCLLC, its designated parents or affiliates or Third Party (such as airline or hotel) |             |
| Permits, Licenses & Security Deposits (Note 5) | \$50,000 to \$100,000               | As Agreed                            | As Incurred                        | Third Party  |             |
| Real Property (Note 6)                         | \$300,000 to \$1,000,000            | As Agreed                            | As Incurred                        | Third Party  |             |
| Building & Site Costs                          | \$1,000,000 to \$1,900,000 (Note 7) | \$200,000 to \$650,000 (Note 8)      | As Agreed                          | As Incurred  | Third Party |

| (1)<br>Type of Expenditure                                    | (2)<br>Amount   |   | (3)<br>Method of Payment | (4)<br>When Due | (5)<br>To Whom Payment is to be Made |
|---|---|---|--------------------------|-----------------|--------------------------------------|
| Equipment, Signage, Décor, POS & Required Technology (Note 9) | \$375,000 to \$606,000                                      |   | As Agreed                | As Incurred     | Third Party                          |
| Start-up Inventory (Note 10)                                  | \$10,000  |   | As Agreed                | As Incurred     | Third Party                          |
| Grand Opening Expense (Note 11)                               | \$5,000   |   | As Agreed                | As Incurred     | Third Party                          |
| Insurance (Note 12)   | \$7,250 to \$10,050   |   | As Agreed                | As Incurred     | Third Party                          |
| Miscellaneous Costs (Note 13)                                 | \$5,000 to \$10,000   |   | As Agreed                | As Incurred     | Third Party                          |
| Additional Funds (Note 14)                                    | \$50,000 to \$75,000  |   | As Agreed                | As Incurred     | Employees, Third Party               |
| <b>Total Estimated Expenditure (Note 17)</b>                  | <b>\$1,852,825</b><br>to<br><b>\$3,771,550</b><br>(Note 15) | <b>\$1,052,825</b><br>to<br><b>\$2,521,550</b><br>(Note 16) |                          |                 |                                      |

**NOTES:**

1. The background check fee is only payable if you are a new KFC franchisee or if you add a new partner or owner. This fee may be higher for non-U.S. citizens and will vary depending on where you are located; some non-U.S. citizens have paid as much as \$3,700. The cost of the background check is determined by the third-party vendor, which KFC will collect and pay to such vendor.
2. The Deposit Fee is refundable if KFCLLC does not accept your proposed site and terminates the Deposit Agreement.
3. The Option Fee is refundable under limited circumstances as described in Item 5.
4. \$3,000 may be paid to KFCLLC or its affiliate if KFCLLC provides you with the restaurant portion of its training program in a Company-Owned Outlet. If you do not conduct any training at a Company-Owned Outlet, you will pay third parties for KFCLLC's training program. The costs vary depending on how much it costs the third-party to train you. This includes an estimation of your food, lodging, travel, and other expenses you incur in attending KFCLLC's training program.
5. You must obtain permits from various local regulatory agencies which may charge a fee for the permits. KFCLLC assumes that you will need to provide deposits for utilities. The amount will vary depending upon the practices of the utility companies.
6. Average lots for approved, free-standing and in-line Outlet sites are approximately 175 feet wide and 200 feet deep; are on a well-traveled, major street with good ingress/egress; have good visibility; and have ample space for parking, among other things. Land costs vary depending on size and location, and whether you purchase or lease the site. The estimates given are for purchased sites. Both the location and the proposed building are subject to KFCLLC's acceptance before you

obtain permits or local approvals or start construction. Land and building costs vary depending on size and location, and whether you purchase or lease the site. These land and building costs are within your discretion, subject to KFCLLC's acceptance of the site and structure. Site acquisition or lease costs may be beyond KFCLLC's estimated range in some localities. For leases, security deposits are generally required.

7. The building and site construction estimates are for newly constructed, ground-up Outlets and are based on the National Average construction cost index (RS Means, city cost index). Land costs in some areas of the country are consistently above, and others consistently below, the median. You will need to adjust your projected costs based on the construction cost index for the location where you plan to build. Local codes may also require some building enhancements which can impact total input cost. Actual costs will vary from these building cost estimates. Site work costs include those costs necessary to prepare the land for building construction. The costs reflected in this Item 7 assume a 20,000 to 35,000 square foot site that is ready for building, and they will vary with the size and condition of the site, as well as other factors.
8. In certain instances, you may opt to remodel or reopen a previously closed Outlet or convert and remodel a previously closed different restaurant-brand location into an Outlet. KFCLLC estimates these remodeling costs based on company-owned and franchisee-owned Outlet remodeling costs. You will need to adjust your projected costs based on the location and size of the building that you plan to reopen. The costs reflected in this Item 7 assume a 1,700 to 3,000 square foot building and a 20,000 to 35,000 square foot site.
9. You must install, among other things, restaurant equipment (including cookers; refrigeration; display/holding cabinets, including extended hold cabinets; warmers; and ovens); furniture; décor items; counters; cash registers; required computer software and technology components; smallwares; drive-thru timers; and indoor and outdoor signage. This estimate also includes an initial one-time enrollment fee into the One System Fund Fee administered by the National Co-Op, by which you will purchase hardware to display, merchandising materials, menu panels and other point of sales advertising materials that support national promotions at the Outlet.
10. KFCLLC estimates that this fee will be sufficient to cover initial supplies of food and beverage products, as well as packaging and other general supplies, such as cleaning and office materials.
11. Before opening the Outlet, your initial advertising may include print and electronic media, as well as in-store promotional items such as point-of-sale displays and merchandising materials. The amount of initial advertising will vary depending upon the market. This estimate includes marketing materials, including a grand-opening package, you may purchase through the One System Program (as defined in Item 11).
12. The estimated range consists of the annual insurance premium you will be charged to meet our minimum insurance requirements for the Outlet, which include:
  - a. Fire, extended coverage and vandalism and malicious mischief at 80% of actual cash value of building, contents, and improvements;
  - b. Employer's liability and workmen's compensation insurance as prescribed by applicable law; and
  - c. Comprehensive general liability and automobile insurance on an occurrence basis naming KFCLLC and its affiliates as additional insureds and underwritten by any reputable

insurance carrier approved by KFCLLC covering the following risks in no less than the following amounts, subject to reasonable increase by KFCLLC after 5 years based on inflation or future experience with claims asserted against food outlets:

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

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

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

**Standards, Specifications and Approved Suppliers**

Equipment, inventory, advertising materials, training materials, uniforms, packaging, gift cards, certain computer hardware and software (including, point of sale system, cashless payment system, kitchen display system, drive-thru timers, back of the house tablet and software/applications, digital store network, and related products and services), as well as all food and beverage ingredients and products, including the Approved Products, that are used or sold at the Outlet must be purchased from suppliers (manufacturers and distributors) approved by KFCLLC. In addition, these items must meet KFCLLC's specifications. KFCLLC and its affiliates do not provide material benefits to franchisees for purchasing particular products or services or using designated or approved suppliers. Currently, except for certain components of the Restaurant Technology and related services, you are not required to purchase or lease any product or service from KFCLLC or its affiliates in connection with the Outlet. During the fiscal year ended December 25, 2023, KFCLLC received \$9,495,189 (or approximately 4% of its total revenue of \$232,346,000) from direct sales or leases of products and services to franchisees and licensees.

Our parent, KFCC, may lease real estate for some franchised Outlets. There is not a general requirement that you lease real estate from KFCC, but some Outlets may only be available under a lease from KFCC. Neither we nor KFCC is obligated to lease real estate to you. During the fiscal year ended December 25, 2023, KFCC received approximately \$13,826,316 in revenue from leases of real estate to certain KFCLLC franchisees and licensees for their Outlets.

### **Approval/Disapproval of Suppliers**

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

If you desire to purchase products from a supplier who is not approved by KFCLLC and KFCLLC is willing to consider approving that supplier, you must provide KFCLLC with all information regarding that supplier that KFCLLC requests; and, the supplier may be required to provide KFCLLC with samples of the products you wish to purchase. KFCLLC may require tests to determine whether the products meet its standards. If KFCLLC does, the tests will be performed by KFCLLC or under its direction, with all of the costs (including direct testing costs and other indirect costs) being subject to payment by the proposed supplier. KFCLLC may require that its representatives be permitted to inspect the proposed supplier's facilities for quality control and sanitation. On completion of any tests or other procedures KFCLLC requires, including determining whether the proposed supplier possesses adequate capacity and facilities, KFCLLC will notify you and the supplier whether the supplier is approved to sell to franchisees. It is estimated that the complete approval process will take approximately 120 days, but this can vary based on the complexity of the items, receipt of requested information, delays at testing agencies and other factors. KFCLLC is not required to approve suppliers who do not meet all of its standards and specifications, nor is KFCLLC required to approve other suppliers for any seasoning or other products or items which constitute a trade secret of KFCLLC. KFCLLC may re-inspect the facilities, equipment and products of any approved supplier, as well as monitor the production and use of any items used in the KFC business. On the basis of KFCLLC's review and monitoring, KFCLLC may revoke its approval of any approved supplier if that supplier fails to meet all of KFCLLC's standards and specifications. If KFCLLC does revoke approval of a supplier, KFCLLC will notify you and you must stop purchasing from any disapproved supplier. KFCLLC may periodically change its standards, specifications, and supplier approval process.

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

### **Purchase Agreements and Revenue**

KFCLLC and its affiliates have negotiated purchase arrangements (including price terms) with various information technology vendors for certain products that benefit franchisees. Yum and the Pepsi-Cola Company ("Pepsi") have also negotiated a purchase arrangement that may require you to sell and

serve beverage products licensed by Pepsi. Participating Outlets (Company-Owned Outlets as well as franchisee-owned Outlets) must enter into a contract with Pepsi under which they will receive certain payments based on their purchases of Pepsi products. Additionally, Pepsi will (i) contribute to KFC's franchisee convention and the National Co-Op for the benefit of the KFC system; and (ii) contribute marketing funds for the benefit of the KFC system, based on such Outlets' purchases of Pepsi products.

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

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

KFCLLC or its affiliates will receive royalty payments or partner fees from various approved digital ordering and third party delivery service providers ranging from 0.5% to 5.5% of revenue from food orders sold by Outlets to customers, in consideration for a license of the Marks to such service providers to provide services to Outlets. You are not required to utilize those digital ordering and third party delivery services; however, in order for you to obtain the benefit of such license, you must enter into a participation agreement with the third party. During the fiscal year ended December 25, 2023, Yum Restaurant Service Group received approximately \$5,538,196 in royalty fees and partner fees from digital ordering and third party delivery service providers as a result of franchisees' participation in such digital order and delivery service platforms.

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

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

### **Purchasing Cooperative**

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

dividend.” RSCS is the exclusive purchasing agent for the Company-Owned Outlets and franchised restaurants in the United States.

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

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

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

|    | <b>Obligation</b>                                       | <b>Section in Option Agreement</b> | <b>Section in Franchise Agreement</b> | <b>Section in Development Agreement</b> | <b>Section in Advertising Agreement</b> | <b>Disclosure Document Item in FDD</b> |
|----|---|------------------------------------|---------------------------------------|---|---|--|
| a. | Site selection and acquisition/ lease                   | 2, 3                               | Not Applicable                        | 3.B.                                    | Not Applicable                          | 7, 11                                  |
| b. | Pre-opening purchases/ leases                           | 2, 3                               | 5, 12, 13                             | Not Applicable                          | Not Applicable                          | 5, 7, 8                                |
| c. | Site development and other pre-opening requirements     | 2, 3, 5                            | 5                                     | Not Applicable                          | Not Applicable                          | 6, 7, 8, 11                            |
| d. | Initial and on-going training                           | Not Applicable                     | 5, 7                                  | Not Applicable                          | Not Applicable                          | 7, 11                                  |
| e. | Opening   | 3                                  | 3                                     | 3.A.                                    | Not Applicable                          | 11                                     |
| f. | Fees (1)  | 1                                  | 7, 8, 10, 11, 16                      | 4                                       | 2                                       | 5, 6, 7                                |
| g. | Compliance with Standards and policies/Operating Manual | 3                                  | 3, 5                                  | Not Applicable                          | Not Applicable                          | 11, 14                                 |
| h. | Trademarks and proprietary information                  | 5, 6                               | 3, 5                                  | 6                                       | Not Applicable                          | 13, 14                                 |
| i. | Restrictions on products/ services offered              | Not Applicable                     | 3, 5, 12                              | Not Applicable                          | Not Applicable                          | 16                                     |
| j. | Warranty and customer service requirements              | Not Applicable                     | 5                                     | Not Applicable                          | Not Applicable                          | Not Applicable                         |
| k. | Territorial development and sales quotas                | Not Applicable                     | 3, 5                                  | 3.A.                                    | Not Applicable                          | 12                                     |
| l. | Ongoing product/service purchases                       | Not Applicable                     | 7, 12                                 | Not Applicable                          | Not Applicable                          | 8                                      |

|   | <b>Obligation</b>                                    | <b>Section in Option Agreement</b> | <b>Section in Franchise Agreement</b> | <b>Section in Development Agreement</b> | <b>Section in Advertising Agreement</b> | <b>Disclosure Document Item in FDD</b> |
|---|--|------------------------------------|---------------------------------------|---|---|--|
| m | Maintenance, appearance, and remodeling requirements | Not Applicable                     | 4, 5, 6                               | Not Applicable                          | Not Applicable                          | 1, 11                                  |
| n | Insurance  | Not Applicable                     | 13                                    | Not Applicable                          | Not Applicable                          | 7, 8                                   |
| o | Advertising  | Not Applicable                     | 10                                    | Not Applicable                          | 3, 7                                    | 6, 7, 11                               |
| p | Indemnification                                      | Not Applicable                     | 20                                    | 10.B.                                   | 7                                       | 6                                      |
| q | Owner's participation/management staffing            | Not Applicable                     | 5                                     | Not Applicable                          | Not Applicable                          | 15                                     |
| r | Records and reports                                  | Not Applicable                     | 11                                    | 3.D.                                    | 2                                       | 11                                     |
| s | Inspections and audits                               | Not Applicable                     | 5, 11                                 | Not Applicable                          | 2                                       | 6, 11                                  |
| t | Transfer   | 15                                 | 16                                    | 7                                       | 4                                       | 17                                     |
| u | Renewal  | Not Applicable                     | 4                                     | Not Applicable                          | 4                                       | 17                                     |
| v | Post-termination obligations                         | 7, 8                               | 3, 5, 11, 15, 17                      | 8.C.                                    | Not Applicable                          | 17                                     |
| w | Non-competition covenants                            | Not Applicable                     | 15, 17                                | Not Applicable                          | Not Applicable                          | 17                                     |
| x | Dispute resolution                                   | 13                                 | Not Applicable                        | 11.G.                                   | 9                                       | 17                                     |
| y | Signing of franchise agreement                       | 5                                  | Not Applicable                        | 3.B.                                    | Not Applicable                          | 1                                      |

## **ITEM 10** **FINANCING**

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

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

Yum has entered into an arrangement with a third-party, LS BDC Adviser, LLC, an affiliate of Lafayette Square Holding Company, LLC (“Lender”), pursuant to which Lender (through one or more of its managed or advised funds) may provide financing to qualified franchisee applicants, including low-to moderate income individuals in underserved American communities. This arrangement is open to all eligible applicants regardless of race, color, national origin, sex, disability, or age. Under such arrangement, KFCLLC will refer franchisee candidates to Lender in its sole discretion and Lender will in good faith independently evaluate such candidates for one or more available credit products based on Lender’s then prevailing underwriting guidelines. The credit products will be term loans (including delayed-draw term loans) and revolving loans. The financing covers acquisition, refinancing, and related costs of a franchised Outlet. Lender will evaluate, underwrite, and approve candidates; however, as a further incentive to Lender to extend credit to franchisee candidates referred by KFCLLC to Lender, Yum may, but is not obligated to,

provide credit support in the form of limited guaranties. If Yum elects to provide credit support, then you, Lender, and Yum will sign a letter agreement in the form attached as Exhibit X in connection with which Yum will guaranty for the benefit of Lender up to 33% of the original principal or commitment amount of your franchised business loan (up to a maximum guaranty amount of \$5,000,000). It is not Yum's general practice or intent to sell or assign the letter agreement.

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

### **Required Terms**

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

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

### **ITEM 11**

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

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

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

1. Furnish you with a description of the area in which you may establish the Outlet (Option Agreement, Section 1);
2. Notify you whether your proposed site and plot plans are acceptable (Option Agreement, Section 2);

3. Furnish you with KFCLLC's standards and specifications regarding building type, access requirements, furnishings, and equipment (Option Agreement, Section 3);
4. Countersign the Franchise Agreement and related documents upon your completion of your obligations under the Option Agreement (Option Agreement, Section 5);
5. Provide online access to a list of approved suppliers (Franchise Agreement, Section 12);
6. Provide training and operating advice (Franchise Agreement, Sections 5 and 7); and
7. Provide access to our Standards Library (as defined below). (Franchise Agreement, Sections 5, 6, 12 and 16).

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

Under the Franchise Agreement:

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

Under the Development Agreement:

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

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

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

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

- i. Approved Back of House (BOH) System – All KFC locations are required to use a KFC-approved BOH PC and an approved mobile device, including the approved BOH software, and carry a valid manufacturer warranty service program.
- ii. Approved Point of Sale (POS) System – Compris is the approved POS system. There are multiple KFC-approved POS hardware options available.
- iii. A Secure Store Network Environment – All franchisees will deploy and maintain a Secure Store Network Environment via a KFC-approved solution, including a secure wireless environment.
- iv. Broadband Connection – All franchisees must install and maintain a broadband connection using an approved broadband service provide or broadband management service provider. Currently, the only KFC-approved provider is Comcast Cable Communications Management, LLC.

KFCLLC may change the required components and vendors identified above, and may add additional required technology components to the Computer System. Currently, the cost of the Computer System ranges from \$22,000 to \$31,000 per Outlet. You will pay a monthly technology fee (currently \$240.33 per Outlet per month; subject to further change and anticipated to increase to up to \$372.00 per month within the next three years as additional technology components are added, but KFCLLC may increase that amount). You must enter into the Restaurant Technology Agreement attached as Exhibit R to this Disclosure Document. KFCLLC will have independent access to the information that will be generated or stored on your Restaurant Technology. There is no contractual limit on KFCLLC's right to access this information. You must either sign and pay for a hardware maintenance contract with a KFCLLC-approved hardware maintenance provider, or any other KFCLLC approved vendor, or agree to self-maintain those systems in the form attached as Exhibit T to this Disclosure Document. KFCLLC estimates the annual cost of maintenance, updating, upgrading and support for the Outlet's Computer System to be \$1,500.

### **Standards Library**

The KFC confidential operating manual, referred to as the standards library (the "Standards Library"), explains the required standards for preparing products to be sold at the Outlet. The Standards Library contains KFCLLC's guidelines, standards and operating procedures, and may also include other information regarding your obligations under the Franchise Agreement (the "System Standards"). KFCLLC may change the Standards Library at any time. You are provided confidential access to the Standards Library electronically through Team KFC. You and your employees must keep the Standards

Library and its contents confidential. The Table of Contents of the Standards Library, including the key sections of the Standards Library is attached as Exhibit I. The Standards Library has a total of 2,004 pages.

## **Training**

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

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

KFCLLC and/or its designated parents and affiliates maintain a training staff for the purpose of ensuring operational excellence, developing personnel and conducting training classes. Training personnel are experienced in the subjects covered in the initial training program, in food-service operations and in conducting training programs. KFCLLC may increase or decrease the number of training personnel and/or change the required experience for these trainers to effectively deliver and support the training needs. The experience of the training instructors in the field and with KFCLLC and its designated parents and affiliates is from 1 to 25 years. Melissa Chang is our Head of Learning and leads our training function. Ms. Chang has 10 years' experience with KFCLLC and/or its affiliates and 9 years' experience in the subject matter being taught.

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

## TRAINING PROGRAM

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

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

## **Site Selection**

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

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

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

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

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

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

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

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

KFCLLC estimates the typical length of time between your signing the Franchise Agreement and the Option Agreement, and the opening of the Outlet to be approximately 6 to 18 months. Factors which may affect this time period include obtaining a lease for or purchasing the proposed site; acceptable financing arrangements; any required approvals and zoning or building permits; as well as factors bearing on construction, such as weather and labor; completing required training; and your compliance with local laws and regulations.

## **Advertising**

### **National Co-Op**

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

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

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

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

For the fiscal year ended January 31, 2024, the National Co-Op used its funds approximately as follows: general administration (0.85%); creative and production costs (11.6%); media expenses (66%); public relations (1.27%); research (0.35%); rebate incentive (1.42%); test market (1.97%); pricing and customer satisfaction services (1.46%); strategic marketing initiatives (1.28%); and a one-time contribution holiday (13.8%). The National Co-Op has operational and decision-making power with respect to how your advertising contribution is allocated. KFCLLC does not have the power to dissolve, change or form the National Co-Op.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Franchise Agreement**

You will not receive an exclusive territory. You may face competition from other franchisees, from Company-Owned Outlets, or from other channels of distribution or competitive brands that KFCLLC controls. However, so long as you are in compliance with the Franchise Agreement, you will have a protected territory of the smaller of (i) a radius of 1.5 miles of the Outlet, or (ii) an area around the Outlet where 30,000 people reside, or, in the case of a metropolitan area containing more than 100,000 people, within which 30,000 people reside or work (the "Protected Territory"). Your rights with respect to the Protected Territory will not be dependent upon achievement of a certain sales volume, market penetration or other performance factors. Within the Protected Territory, KFCLLC will not use, or permit others to use in selling food products, any of the Marks that you have the right to use under the Franchise Agreement, except for (a) special event sales and (b) in some cases, food products (other than chicken in whole pieces) using the name or image of Colonel Sanders. You may only sell Approved Products at the Outlet except for (i) catering and special event sales and (ii) delivery sales made only in accordance with KFCLLC's catering and special events procedures and under a form we require. You may not sell Approved Products or other products and services through any alternative channels of distribution. KFCLLC may sell and grant others the right to sell Approved Products and may use and grant others the right to use the Marks at any location outside your Protected Territory.

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

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

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

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

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

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

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

The Franchise Agreement permits KFCLLC and its affiliates, if they desire in the future to do so either within and/or outside your Protected Territory, to sell food products (other than chicken served in whole pieces) through grocery stores, other quick-service restaurants or otherwise, using the name and likeness of Colonel Sanders and utilizing the trademarks historically associated with the product "Kentucky Kandies" but, not the trade names, trademarks and service marks licensed to you under the Franchise Agreement. (The Franchise Agreement does not permit KFCLLC and its affiliates to use Colonel Sanders' name and likeness in connection with quick-service restaurants other than Kentucky Fried Chicken locations or in connection with the sale of poultry products other than Approved Products.) KFCLLC and its affiliates may do so through any alternative channel of distribution such as, the Internet, catalog sales, telemarketing or direct marketing sales. You will not be entitled to any compensation if KFCLLC and/or its affiliates engage in this activity.

### **Development Agreement**

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

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

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

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

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

| Reg. No.  | Date Issued | Mark   |
|-----------|-------------|--|
| 815,167   | 09/13/1966  | Service Mark – KENTUCKY FRIED CHICKEN                                      |
| 838,895   | 11/14/1967  | Trademark – KENTUCKY FRIED CHICKEN   |
| 1,209,310 | 09/14/1982  | Service Mark – KFC   |
| 1,303,969 | 11/06/1984  | Trademark – ORIGINAL RECIPE  |
| 1,798,046 | 10/12/1993  | Trademark – KFC  |
| 1,807,753 | 11/30/1993  | Trademark – KFC  |
| 3,348,337 | 12/04/2007  | Service Mark – IT’S FINGER LICKIN’ GOOD                                    |
| 5,590,595 | 10/23/2018  | Service Mark – IT’S FINGER LICKIN’ GOOD (Spanish)                          |
| 5,415,727 | 03/06/2018  | Trademark – IT’S FINGER LICKIN’ GOOD                                       |
| 4,952,814 | 05/03/2016  | Service Mark – IT’S FINGER LICKIN’ GOOD                                    |
| 3,749,344 | 02/16/2010  | Service Mark – KFC (Stylized in color)                                     |
| 5,601,764 | 11/06/2018  | Service Mark – Colonel Image 2016  |
| 5,590,591 | 10/23/2018  | Service Mark – Colonel’s Ribbon Tie Design                                 |
| 5,680,956 | 02/19/2019  | Service Mark – KFC Bucket Light Fixture (Trade Dress)                      |
| 6,798,060 | 07/19/2022  | Service Mark – Colonel Image 2018 in Bucket Design with KFC in Color       |
| 5,590,733 | 10/23/2018  | Service Mark – Col. Harland Sanders Original Recipe Since 1940 & Design    |
| 5,568,700 | 09/25/2018  | Service Mark – MADE THE HARD WAY. MADE BY HAND. SINCE 1940 w Colonel Image |
| 5,261,962 | 05/03/2016  | Trademark – \$20 FILL UP   |
| 4,369,964 | 07/16/2013  | Trademark – CHICKEN LITTLE   |
| 1,543,768 | 06/13/1989  | Trademark – CHICKEN LITTLES  |
| 4,933,769 | 05/05/2016  | Trademark – FAMILY FILL UP   |
| 5,590,585 | 10/23/2018  | Trademark – FILL UPS   |
| 4,601,841 | 09/09/2014  | Trademark – FINGER LICKIN’ GOOD  |
| 3,321,359 | 10/23/2007  | Trademark – KFC FAMOUS BOWLS   |

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

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

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

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

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

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

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

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

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

#### **ITEM 14**

#### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

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

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

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

#### **ITEM 15**

#### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

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

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

If you are a corporation, entity or a partnership, each owner or partner owning 10% or more of the corporation or partnership must sign a personal guaranty, in the form attached as Exhibit N (“Guaranty”). Additionally, each owner’s or partner’s spouse must consent to the Guaranty by signing the spousal counsel attached as Exhibit U hereto (the “Spousal Consent”). Individual owners and individual owners’ spouses must also sign the Guaranty or Spousal Consent (as applicable) in their individual capacities. The amount each individual owner guarantees will range from \$250,000 to \$5,000,000 depending on the number of Outlets each operates. The current personal guarantee amounts are as follows:

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

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

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

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

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

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

**THE FRANCHISE RELATIONSHIP**

**FRANCHISE AGREEMENT**

|    | Provision  | Section in Franchise Agreement | Summary   |
|----|--|--------------------------------|---|
| a. | Length of the franchise term                     | 3                              | 20 years  |
| b. | Renewal or extension of the term                 | 4                              | Yes.  |
| c. | Requirements for you to renew or extend          | 4                              | Payment of renewal fee, current in all monetary obligations to KFCLLC and others and no repeated breaches within preceding 24 months. You may be asked to sign a contract with materially different terms and conditions than your original contract.   |
| d. | Termination by you                               | 17.1                           | 30-days' advance, written notice; permanently close outlet; discontinue use of KFCLLC's trademarks upon closing; and no interest in similar business for 1 year within 10 miles of outlet.  |
| e. | Termination by KFCLLC without cause              | Not Applicable                 | Not Applicable  |
| f. | Termination by KFCLLC with cause                 | 17                             | KFCLLC can terminate only if you commit one of several listed violations or otherwise breach the Franchise Agreement.   |
| g. | "Cause" defined – defaults which can be cured    | 17.3;                          | Breach of the Franchise Agreement other than violations listed in Section 17.2.   |
| h. | "Cause" defined – defaults which cannot be cured | 17.2;                          | Listed violations cannot be cured. The Franchise Agreement provides that successive violations (i.e., 3 violations in a 12-month period) of the same type and character for which notice is provided under Section 17.3 cannot be cured. It also provides that failure to close an Outlet after being notified of a health or safety violation is a violation that cannot be cured. |
| i. | Your obligations on termination/non-renewal      | 3.4                            | Discontinue use of trademarks; cease operating the Outlet and using confidential information; payment of amounts due; de-identify outlet; return all confidential materials; and no interest in similar business for 1 year within 10 miles of outlet.  |
| j. | Assignment of contract by KFCLLC                 | 16                             | No restrictions on KFCLLC's right to assign.  |
| k. | "Transfer" by you – definition                   | 16.1                           | Includes transfer of any interest in Franchise Agreement or franchise by you. Also includes any change in the Control Person.   |

|    | <b>Provision</b>   | <b>Section in Franchise Agreement</b> | <b>Summary</b>  |
|----|--|---------------------------------------|---|
| l. | KFCLLC's approval of transfer by franchisee                            | 16.1                                  | KFCLLC has the right to approve all transfers.  |
| m. | Conditions for KFCLLC's approval of transfer                           | 16.3                                  | Full compliance; transferee qualifies; all amounts due are paid in full; transfer fee paid; transferee agrees to comply with the Franchise Agreement; you and transferee sign other required documents; and refurbishment of Outlet.  |
| n. | KFCLLC's right of first refusal to acquire your business               | 16.4                                  | KFCLLC can match any offer, except for some intra-family transfers.   |
| o. | KFCLLC's option to purchase your business                              | Not Applicable                        | Not Applicable.   |
| p. | Your death or disability   | 16.2                                  | Franchise must be assigned to an approved buyer.  |
| q. | Non-competition covenants during the term of the franchise             | 15.1                                  | No interest in any business similar to the outlet.  |
| r. | Non-competition covenants after the franchise is terminated or expires | 15.1                                  | Same prohibition as "q" for 1 year, within 10 miles of outlet.  |
| s. | Modification of the agreement  | 20.5                                  | Must be in writing and signed by both parties.  |
| t. | Integration/merger clause  | 20.5                                  | Only the terms of the Franchise Agreement and all agreements signed with it (except for obligations under the Option Agreement) are binding (subject to state law). Any representations or promises outside of this Disclosure Document and the Franchise Agreement may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation                         | Not Applicable                        | Not Applicable  |
| v. | Choice of forum  | Not Applicable                        | Not Applicable  |
| w. | Choice of law  | 20.8                                  | Kentucky law governs (subject to state law – see state-specific addenda to the Franchise Agreement and this Disclosure Document).   |

### **FRANCHISE OPTION AGREEMENT**

|    | <b>Provision</b>                        | <b>Section in Option Agreement</b> | <b>Summary</b>   |
|----|---|------------------------------------|--|
| a. | Length of the option term               | 3                                  | 1 year or your failure to commence construction in a material way by the Construction Start Deadline.              |
| b. | Renewal or extension of the term        | 4                                  | No renewal. Extension, not to exceed 90 days, is available for causes beyond Optionee's control.                   |
| c. | Requirements for you to renew or extend | 4                                  | Optionee to make written request and specify reasons.  |
| d. | Termination by you                      | Not Applicable                     | Not Applicable   |
| e. | Termination by KFCLLC without cause     | Not Applicable                     | Not Applicable   |
| f. | Termination by KFCLLC with cause        | 7                                  | Breach of Option Agreement or, if you are an existing franchisee, breach of your existing KFC franchise agreement. |

|    | <b>Provision</b>   | <b>Section in Option Agreement</b> | <b>Summary</b>   |
|----|--|------------------------------------|--|
| g. | "Cause" defined – defaults which can be cured                          | 7                                  | Breach of Option Agreement.  |
| h. | "Cause" defined – defaults which cannot be cured                       | 7                                  | If you are an existing franchisee, termination of your existing KFC franchise agreement.   |
| i. | Your obligations on termination/non-renewal                            | 7                                  | You must comply with Section 3.4 of the Franchise Agreement, as if it had been effective.  |
| j. | Assignment of contract by KFCLLC                                       | 15                                 | No restrictions on KFCLLC's right to assign.   |
| k. | "Transfer" by you – definition   | 15                                 | Includes transfer of any interest in Option Agreement.   |
| l. | KFCLLC's approval of transfer by franchisee                            | 15                                 | KFCLLC has the right to approve all transfers.   |
| m. | Conditions for KFCLLC's approval of transfer                           | Not Applicable                     | Not Applicable   |
| n. | KFCLLC's right of first refusal to acquire your business               | Not Applicable                     | Not Applicable   |
| o. | KFCLLC's option to purchase your business                              | Not Applicable                     | Not Applicable   |
| p. | Your death or disability   | Not Applicable                     | Not Applicable   |
| q. | Non-competition covenants during the term of the franchise             | Not Applicable                     | Not Applicable   |
| r. | Non-competition covenants after the franchise is terminated or expires | Not Applicable                     | Not Applicable   |
| s. | Modification of the agreement  | 14                                 | Must be in writing and signed by both parties.   |
| t. | Integration/merger clause  | 14                                 | Only the terms of the Option Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the FDD and Option Agreement may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation                         | Not Applicable                     | Not Applicable   |
| v. | Choice of forum  | 13                                 | Jefferson County, Kentucky (subject to state law – see state-specific addenda to FDD).   |
| w. | Choice of law  | 13                                 | Kentucky law governs (subject to state law – see state-specific addenda to FDD).   |

### **ADVERTISING AGREEMENT**

|    | <b>Provision</b>                            | <b>Section in Advertising Agreement</b> | <b>Summary</b>                                      |
|----|---|---|---|
| a. | Length of the agreement term                | 4                                       | Consistent with the term of the Franchise Agreement |
| b. | Renewal or extension of the term            | 4                                       | Consistent with renewal of the franchise.           |
| c. | Requirements for you to renew or extend     | Not Applicable                          | Not Applicable                                      |
| d. | Termination by you                          | Not Applicable                          | Not Applicable                                      |
| e. | Termination by National Co-Op without cause | Not Applicable                          | Not Applicable                                      |

|    |  |                |   |
|----|--|----------------|---|
| f. | Termination by National Co-Op with cause                               | Not Applicable | Not Applicable  |
| g. | "Cause" defined – defaults which can be cured                          | Not Applicable | Not Applicable  |
| h. | "Cause" defined – defaults which cannot be cured                       | Not Applicable | Not Applicable  |
| i. | Your obligations on termination  | 4              | Payment of amounts due and satisfy any other outstanding obligations.   |
| j. | Assignment of contract by National Co-Op                               | 4              | No restrictions on the National Co-Op's right to assign.  |
| k. | "Transfer" by you – definition   | 4              | Transfer of Advertising Agreement.  |
| l. | National Co-Op's approval of transfer by franchisee                    | Not Applicable | Not Applicable  |
| m. | Conditions for National Co-Op's approval of transfer                   | Not Applicable | Not Applicable  |
| n. | National Co-Op's right of first refusal to acquire your business       | Not Applicable | Not Applicable  |
| o. | National Co-Op's option to purchase your business                      | Not Applicable | Not Applicable  |
| p. | Your death or disability   | Not Applicable | Not Applicable  |
| q. | Non-competition covenants during the term of the franchise             | Not Applicable | Not Applicable  |
| r. | Non-competition covenants after the franchise is terminated or expires | Not Applicable | Not Applicable  |
| s. | Modification of the agreement  | Not Applicable | Not Applicable  |
| t. | Integration/merger clause  | 11             | Only the terms of the Advertising Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of this Disclosure Document and Advertising Agreement may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation                         | Not Applicable | Not Applicable  |
| v. | Choice of forum  | Not Applicable | Not Applicable  |
| w. | Choice of law  | 9              | Kentucky law governs (subject to state law – see state-specific addenda to this Disclosure Document).   |

### **DEVELOPMENT AGREEMENT**

|    | <b>Provision</b>                        | <b>Section in Development Agreement</b> | <b>Summary</b>   |
|----|---|---|--|
| a. | Length of the term                      | 3.A.                                    | As agreed by the parties under the Development Agreement.          |
| b. | Renewal or extension of the term        | Not Applicable                          | Not Applicable   |
| c. | Requirements for you to renew or extend | Not Applicable                          | Not Applicable   |
| d. | Termination by you                      | Not Applicable                          | Not Applicable   |
| e. | Termination by KFCLLC without cause     | Not Applicable                          | Not Applicable   |
| f. | Termination by KFCLLC with cause        | 8                                       | KFCLLC can terminate only if you breach the Development Agreement. |

|    | <b>Provision</b>   | <b>Section in Development Agreement</b> | <b>Summary</b>  |
|----|--|---|---|
| g. | "Cause" defined – defaults which can be cured                          | 8.B.                                    | KFCLLC can terminate if you fail to pay amounts due, or otherwise breach the Development Agreement and fail to cure such breach within 10 days after receipt of notice.   |
| h. | "Cause" defined – defaults which cannot be cured                       | 8.A.                                    | Your bankruptcy or insolvency; your failure to comply with the development schedule; if you make any material misrepresentation or omission to KFCLLC under the Development Agreement; if you attempt or carryout any authorized transfer of your rights under the Development Agreement and/or any Franchise Agreement; if you or your owners commit a felony or any act which, in KFCLLC's opinion, adversely affects or is likely to affect the reputation of Outlets generally or the goodwill associated with the Marks; or if any Franchise Agreement with you is terminated for cause. |
| i. | Your obligations on termination/ non-renewal                           | 8.C.                                    | Cease development activities; return all confidential information to KFC (except those that you are permitted to use under any Franchise Agreement executed by you); pay all outstanding amounts under the Development Agreement; and de-image any Outlets in development, unless you have already made material progress at the time of termination and KFC agrees to allow you to complete development and open the applicable Outlet, in which case you must complete development within 90 days of the effective date of termination.   |
| j. | Assignment of contract by KFCLLC                                       | 7                                       | No restrictions on KFCLLC's right to assign.  |
| k. | "Transfer" by you – definition   | 7                                       | Development rights are not transferable.  |
| l. | KFCLLC's approval of transfer by franchisee                            | Not Applicable                          | Not Applicable  |
| m. | Conditions for KFCLLC's approval of transfer                           | Not Applicable                          | Not Applicable  |
| n. | KFCLLC's right of first refusal to acquire your business               | Not Applicable                          | Not Applicable  |
| o. | KFCLLC's option to purchase your business                              | Not Applicable                          | Not Applicable  |
| p. | Your death or disability   | Not Applicable                          | Not Applicable  |
| q. | Non-competition covenants during the term of the franchise             | Not Applicable                          | Not Applicable  |
| r. | Non-competition covenants after the franchise is terminated or expires | Not Applicable                          | Not Applicable  |
| s. | Modification of the agreement  | 11.E.                                   | Must be in writing and signed by both parties.  |

|    | <b>Provision</b>                               | <b>Section in Development Agreement</b> | <b>Summary</b>   |
|----|--|---|--|
| t. | Integration/merger clause                      | 11.E.                                   | Only the terms of the Development Agreement and all agreements signed with it are binding (subject to state law). Any representations or promises outside of the FDD and the Development Agreement may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation | Not Applicable                          | Not Applicable   |
| v. | Choice of forum                                | 11.G.                                   | Jefferson County, Kentucky (subject to state law – see state-specific addenda to FDD).   |
| w. | Choice of law                                  | 11.G.                                   | Kentucky law governs (subject to state law – see state-specific addenda to FDD).   |

**ITEM 18**  
**PUBLIC FIGURES**

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

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

**I. Single Brand Outlets**

Of the 2,941 domestic, single-brand Outlets open for the entirety of KFCLLC’s fiscal year ended December 25, 2023 (“FYE 2023”), 36 were owned and operated by KFCC and 2,905 were owned or operated by KFCLLC franchisees.

**Average Performance (Single-Brand KFC Locations)** <sup>1,2</sup>

**Single-Brand KFCs Open During the Entirety of FYE 2023**

| Ownership                | Count | Average Net Sales <sup>3</sup> | Median Net Sales | Average Cost of Product <sup>4</sup> | Average Cost of Product as % of Net Sales | Average Cost of Labor <sup>5</sup> | Average Cost of Labor as % of Net Sales |
|--------------------------|-------|--------------------------------|------------------|--------------------------------------|---|------------------------------------|---|
| Company-Owned            | 36    | \$1,453,255 <sup>6</sup>       | \$1,421,282      | \$489,879                            | 33.7%                                     | \$483,296                          | 33.3%                                   |
| Franchisee Owned         | 2,905 | \$1,384,944 <sup>7</sup>       | \$1,321,309      |                                      |   |                                    |   |
| All Single-Brand Outlets | 2,941 | \$1,385,780 <sup>8</sup>       | \$1,323,469      |                                      |   |                                    |   |

## NOTES:

1. This financial performance representation reflects the averages for a sub-set of all single-brand Outlets in the United States as of FYE 2023. The sub-set consists of Company-Owned Outlets and all single-brand Outlets which were owned or operated by KFCLLC's franchisees. All KFC Outlets included for FYE 2023 were open a minimum of one year as of FYE 2023. The financial performance representation does not include 821 Outlets that were open as of FYE 2023 either because they were not open a minimum of one year as of FYE 2023 or they are Non-Traditional, multi-brand, seasonal or other types of KFC locations, not single-brand KFC locations.
2. Characteristics of the included Outlets may differ materially from the characteristics of the Outlet(s) that you may develop or acquire depending on your experience; competition in your trade area; the physical condition of the included locations as compared to the Outlet(s); employment and labor conditions in your trade area; and the length of time that the included locations have operated as compared to the Outlet(s).
3. "Net Sales" is the total annual cash or other payments received after discounts and promotions for the sale or use of any products, goods or services that were sold from the Outlets included within the group, and "Average Net Sales" is the mathematical average of the "Net Sales" for the group. Please note that Net Sales is defined differently than how Gross Revenues is described under the Franchise Agreement, and as such, the amount of royalty fees you pay under the Franchise Agreement may be different if applied to the Average Net Sales data provided above.
4. "Average Cost of Product" is the mathematical average of the total annual delivered cost of food, beverages, paper, and promotional items to the Outlets included within the group ("Cost of Product"), which is then expressed as a percentage of Average Net Sales. This does not include any financial results from Outlets that were owned and operated by franchisees of KFCLLC. The median Cost of Product during FYE 2023 was \$476,812. Of the 36 Company-Owned Outlets included in this Item 19 for FYE 2023, 19 or 52.8% attained a Cost of Product lower than the stated average result.
5. "Average Cost of Labor" is the mathematical average of the total annual hourly labor costs; the salaries and related costs of management; payroll taxes; health insurance; vacation; sick pay; bonuses; and workers' compensation insurance for all employees at the Company-Owned Outlets included within the group ("Cost of Labor"), which is then expressed as a percentage of Average Net Sales. This does not include any financial results from Outlets that were owned and operated by franchisees of KFCLLC. The median Cost of Labor during FYE 2023 was \$464,619. Of the 36 Company-Owned Outlets included in this Item 19 for FYE 2023, 19 or 52.8% attained a Cost of Labor lower than the stated average result.
6. Of the 36 Company-Owned Outlets included in this Item 19 for FYE 2023, 17 or 47.2% attained or exceeded the stated Average Net Sales. The range of Net Sales for Company-Owned Outlets in FYE 2023 is \$869,972 to \$2,432,493.
7. Of the 2,905 Outlets owned and operated by franchisees that are included in this Item 19 for FYE 2023, 1,278 or 44.0% attained or exceeded the stated Average Net Sales. The range of Net Sales for Franchisee Owned Outlets in FYE 2023 is \$372,295 to \$3,736,164.

8. Of the 2,941 single-brand Outlets included in this Item 19 for FYE 2023, 1,295 or 44.0% attained or exceeded the stated Average Net Sales. The range of Net Sales for all single brand Outlets in FYE 2023 is \$372,295 to \$3,736,164.

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

## **II. Average Weekly Net Sales for New Outlets**

As of FYE 2023, there were 85 Outlets that were built as a new Outlet (whether as a new restaurant, or as a torn down and reconstructed Outlet) (the “New Outlets”) during the fiscal years ended December 26, 2022, and December 25, 2023. KFCLLC discloses information below relating to Average Weekly Net Sales for 78 New Outlets, which have been open for periods ranging from 13 to 104 weeks as of FYE 2023. KFCLLC excluded 7 New Outlets, 6 of which opened in 2023 and have operated for less than 13 weeks due to an insufficient period of operations, and 1 Re-Opened Outlet (defined below) for which KFCLLC did not have prior sales information for the 52 weeks preceding its closure. Of the 78 New Outlets included below: (i) 52 were freestanding restaurants built from the ground-up (“Ground Ups”); (ii) 9 were freestanding restaurants converted from a different restaurant brand (“Conversions”); (iii) 1 was a permanently closed freestanding restaurant that was later remodeled and re-opened (“Re-Opened Outlets”); (iv) 5 were freestanding restaurants relocated to a different freestanding location (the “Relocated Outlets”); and (v) 11 were non-freestanding restaurants that were newly built in-line or on an end cap of a strip mall, which may or may not have drive thru (the “Inline/Endcap Outlets”).

KFCLLC calculated the Average Weekly Net Sales by dividing the sum of Outlet Average Weekly Net Sales for the New Outlets by the number of New Outlets in each category identified below. The “Outlet Average Weekly Net Sales” for each New Outlet is the total sales for such New Outlet since opening, divided by the number of weeks such New Outlet has been open as of FYE 2023. The data below also shows the range and the median of the New Outlets. The range reflects the low and high data point for New Outlets, and the median is the data point that is at the center of all data points used for New Outlets. The data below does not include the expenses to operate the New Outlets (and thus, do not reflect gross or net profit).

| Type of New Outlet    | Average Weekly Net Sales | Median Weekly Net Sales | Lowest Weekly Net Sales | Highest Weekly Net Sales | Percentage that met or exceeded the Average Weekly Net Sales | Average Annualized Sales <sup>1</sup> | Percentage Increase (or decrease) Over Single Brand Outlets <sup>2</sup> | Average Increase in Net Sales |
|-----------------------|--------------------------|-------------------------|-------------------------|--------------------------|--|---------------------------------------|--|-------------------------------|
| All New Outlets       | \$30,793                 | \$30,829                | \$16,415                | \$56,591                 | 50%  | \$1,601,218                           | 16%  | N/A                           |
| Ground Ups            | \$31,532                 | \$31,242                | \$19,867                | \$50,304                 | 44%  | \$1,639,683                           | 18%  | N/A                           |
| Conversions           | \$29,561                 | \$27,261                | \$16,415                | \$49,239                 | 44%  | \$1,537,181                           | 11%  | N/A                           |
| Re-Opened Outlets     | \$24,417                 | \$24,417                | \$24,417                | \$24,417                 | N/A  | \$1,269,699                           | -8%  | 33% <sup>3</sup>              |
| Relocated Outlets     | \$33,426                 | \$35,441                | \$25,344                | \$40,910                 | 60%  | \$1,738,172                           | 25%  | 34% <sup>4</sup>              |
| Inline/Endcap Outlets | \$27,686                 | \$23,295                | \$18,701                | \$56,591                 | 36%  | \$1,439,661                           | 4%   | N/A                           |

## **SPECIFIC NOTES ON NEW OUTLETS**

1. The Annualized Sales for New Outlets is the total Net Sales for the New Outlet since opening, divided by the total number of days it has been open for business, multiplied by 7 days, and multiplied by 52 weeks. KFCLLC calculated the Average Annualized Sales by dividing the sum of Annualized Sales for the New Outlets in the category by the number of New Outlets in each category identified above. 27 of the 78 New Outlets included for FYE 2023 were not open for a full 52 weeks; therefore, these numbers are not based on a full year of sales information. “Net Sales” is the total cash or other payments received after discounts and promotions for the sale or use of any products, goods or services that were sold from the New Outlet.
2. This column represents the percentage by which the Annualized Sales of the New Outlets exceeds the total Average Net Sales for single brand Outlets contained in Section I of this Item 19.
3. KFCLLC compared the Average Net Sales at the Re-Opened Outlets for the 52 weeks immediately preceding their closure with the Average Net Sales of the Re-Opened Outlets for the 52 weeks immediately after they were reopened. The Re-Opened Outlet was not operating for exactly 52 weeks as of FYE 2023, therefore, KFCLLC used the Annualized Sales of that Re-Opened Outlet as a point of comparison. The Re-Opened Outlet realized an increase of +33% in Average Net Sales after reopening.
4. KFCLLC compared the Average Net Sales at the Relocated Outlets for the 52 weeks immediately preceding their closure with the Average Net Sales of the Relocated Outlets for the 52 weeks immediately after they were relocated and reopened. If a Relocated Outlet was not operating for exactly 52 weeks as of FYE 2023, KFCLLC used the Annualized Sales of that Relocated Outlet as a point of comparison. The Relocated Outlets realized an average increase of +34% in Average Net Sales after reopening. For FYE 2023, of the 5 Relocated Outlets, 1 or 20% met or exceeded this average.

### **III. Forecasts**

KFCLLC has engaged Site Intel to provide location analysis that runs sales forecasts for potential Outlets (the “Forecast Tool”). SiteIntel created its Forecast Tool using data provided by KFCLLC regarding existing Outlets, and based on an analysis of hundreds of data variables ranging from geographic, demographic, traffic patterns, population density, education and ethnicity of the surrounding population, and others in order to build a multivariable forecast model to project sales performance given a specific location in the United States. Since the Forecast Tool projects Net Sales, it does not take into consideration labor costs, food costs or other operating expenses, which may vary significantly.

SiteIntel used its Forecast Tool to project annual Net Sales of 2,905 of the single-brand Outlets that were open for at least one year as of FYE 2023 (the “Sample Single-Brand Outlets”). The SiteIntel Forecast Tool used the latitude and longitude coordinates of the Sample Single-Brand Outlets, and it projected annual Net Sales for the Sample Single-Brand Outlets of \$315,000 to \$4,292,000. Actual annual Net Sales of the Sample Single-Brand Outlets ranged from \$372,000 to \$3,736,000 for FYE 2023. The accuracy rate for the projections ranged from –61% to 499%. If the accuracy rate is a negative %, the actual Net Sales was lower than the projected Net Sales. If the accuracy rate is a positive %, the actual Net Sales was higher than the projected Net Sales. Further, the projections for 65% were within 22% of the actual annual Net Sales of such Sample Single-Brand Outlets for the 2023 fiscal year.

SiteIntel used the Forecast Tool to project annual Net Sales of the 48 New Outlets that were open for at least one year as of FYE 2023 (the “Sample New Outlets”). Of the New Outlets included in Part II, KFC has excluded 33 New Outlets that were not open a full year as of the fiscal year ended December 25, 2023, and the 4 Inline/Endcap Outlets as the Forecast Tool provides projections only for freestanding restaurants. The SiteIntel Forecast Tool also used the latitude and longitude coordinates of the Sample New Outlets, and it projected annual Net Sales for the Sample New Outlets of \$773,000 to \$2,352,000. Actual annual Net Sales of the Sample New Outlets ranged from \$727,000 to \$2,543,000 for FYE 2023. The accuracy rate for the projections ranged from –39% to 75%. If the accuracy rate is a negative %, the actual Net Sales was lower than the projected Net Sales. If the accuracy rate is a positive %, the actual Net Sales was higher than the projected Net Sales. Further, the projections for 58% were within 22% of the actual annual Net Sales of such Sample New Outlet for the 2023 fiscal year.

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

#### **GENERAL NOTES:**

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

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

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

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

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

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

**Table No. 1**  
**System-wide Location Summary**  
**for Years 2021 to 2023<sup>1</sup>**

| <b>Column 1</b>                    | <b>Column 2</b> | <b>Column 3</b>                           | <b>Column 4</b>                         | <b>Column 5</b>   |
|------------------------------------|-----------------|---|---|-------------------|
| <b>Location Type</b>               | <b>Year</b>     | <b>Locations at the Start of the Year</b> | <b>Locations at the End of the Year</b> | <b>Net Change</b> |
| Franchised Outlets                 | 2021            | 3860                                      | 3872                                    | +12               |
|                                    | 2022            | 3872                                      | 3842                                    | -30               |
|                                    | 2023            | 3842                                      | 3715                                    | -127              |
| Company-Owned Outlets <sup>2</sup> | 2021            | 47  | 47                                      | 0                 |
|                                    | 2022            | 47  | 46                                      | -1                |
|                                    | 2023            | 46  | 46                                      | 0                 |
| <b>Total Locations</b>             | <b>2021</b>     | <b>3907</b>                               | <b>3919</b>                             | <b>+12</b>        |
|                                    | <b>2022</b>     | <b>3919</b>                               | <b>3888</b>                             | <b>-31</b>        |
|                                    | <b>2023</b>     | <b>3888</b>                               | <b>3761</b>                             | 127               |

1. The figures in Tables No. 1 to 4 of this Item 20 are as of the following fiscal year-end dates: December 25, 2023; December 26, 2022; and December 27, 2021.
2. Company-Owned includes affiliate-owned or managed, including Outlets owned by KFCC.

**Table No. 2**  
**Transfer of Franchised Outlets to New Owners (Other than the Franchisor)**  
**for Years 2021 to 2023**

| <b>State</b> | <b>Year</b> | <b>Number of Transfers</b> |
|--------------|-------------|----------------------------|
| Alabama      | 2021        | 12                         |
|              | 2022        | 0                          |
|              | 2023        | 2                          |
| Alaska       | 2021        | 0                          |
|              | 2022        | 1                          |
|              | 2023        | 0                          |
| Arizona      | 2021        | 2                          |
|              | 2022        | 1                          |
|              | 2023        | 0                          |
| Arkansas     | 2021        | 18                         |
|              | 2022        | 0                          |
|              | 2023        | 0                          |
| California   | 2021        | 11                         |
|              | 2022        | 24                         |
|              | 2023        | 3                          |

|               |      |    |
|---------------|------|----|
| Connecticut   | 2021 | 11 |
|               | 2022 | 0  |
|               | 2023 | 0  |
| Florida       | 2021 | 67 |
|               | 2022 | 2  |
|               | 2023 | 2  |
| Georgia       | 2021 | 3  |
|               | 2022 | 0  |
|               | 2023 | 6  |
| Illinois      | 2021 | 6  |
|               | 2022 | 0  |
|               | 2023 | 0  |
| Indiana       | 2021 | 11 |
|               | 2022 | 4  |
|               | 2023 | 0  |
| Iowa          | 2021 | 0  |
|               | 2022 | 0  |
|               | 2023 | 0  |
| Kansas        | 2021 | 3  |
|               | 2022 | 0  |
|               | 2023 | 0  |
| Kentucky      | 2021 | 3  |
|               | 2022 | 1  |
|               | 2023 | 3  |
| Louisiana     | 2021 | 0  |
|               | 2022 | 6  |
|               | 2023 | 0  |
| Maine         | 2021 | 1  |
|               | 2022 | 0  |
|               | 2023 | 0  |
| Maryland      | 2021 | 6  |
|               | 2022 | 0  |
|               | 2023 | 3  |
| Massachusetts | 2021 | 0  |
|               | 2022 | 1  |
|               | 2023 | 1  |
| Michigan      | 2021 | 0  |
|               | 2022 | 4  |
|               | 2023 | 0  |

|                |      |    |
|----------------|------|----|
| Minnesota      | 2021 | 1  |
|                | 2022 | 0  |
|                | 2023 | 2  |
| Mississippi    | 2021 | 6  |
|                | 2022 | 0  |
|                | 2023 | 0  |
| Missouri       | 2021 | 6  |
|                | 2022 | 5  |
|                | 2023 | 1  |
| Nebraska       | 2021 | 1  |
|                | 2022 | 4  |
|                | 2023 | 0  |
| Nevada         | 2021 | 11 |
|                | 2022 | 0  |
|                | 2023 | 0  |
| New Hampshire  | 2021 | 0  |
|                | 2022 | 0  |
|                | 2023 | 1  |
| New Mexico     | 2021 | 0  |
|                | 2022 | 1  |
|                | 2023 | 0  |
| New York       | 2021 | 39 |
|                | 2022 | 0  |
|                | 2023 | 5  |
| North Carolina | 2021 | 9  |
|                | 2022 | 6  |
|                | 2023 | 0  |
| Ohio           | 2021 | 47 |
|                | 2022 | 2  |
|                | 2023 | 0  |
| Oklahoma       | 2021 | 13 |
|                | 2022 | 0  |
|                | 2023 | 0  |
| Oregon         | 2021 | 11 |
|                | 2022 | 1  |
|                | 2023 | 0  |
| Pennsylvania   | 2021 | 1  |
|                | 2022 | 0  |
|                | 2023 | 0  |

|                |             |            |
|----------------|-------------|------------|
| Rhode Island   | 2021        | 6          |
|                | 2022        | 0          |
|                | 2023        | 0          |
| South Carolina | 2021        | 0          |
|                | 2022        | 2          |
|                | 2023        | 0          |
| South Dakota   | 2021        | 0          |
|                | 2022        | 0          |
|                | 2023        | 0          |
| Tennessee      | 2021        | 37         |
|                | 2022        | 2          |
|                | 2023        | 0          |
| Texas          | 2021        | 1          |
|                | 2022        | 5          |
|                | 2023        | 5          |
| Vermont        | 2021        | 0          |
|                | 2022        | 0          |
|                | 2023        | 0          |
| Virginia       | 2021        | 12         |
|                | 2022        | 0          |
|                | 2023        | 0          |
| Washington     | 2021        | 1          |
|                | 2022        | 0          |
|                | 2023        | 0          |
| West Virginia  | 2021        | 4          |
|                | 2022        | 0          |
|                | 2023        | 0          |
| Wisconsin      | 2021        | 0          |
|                | 2022        | 1          |
|                | 2023        | 0          |
| <b>Total</b>   | <b>2021</b> | <b>360</b> |
|                | <b>2022</b> | <b>73</b>  |
|                | <b>2023</b> | <b>34</b>  |

**Table No. 3  
Status of Franchised Outlets  
for Years 2021 to 2023**

| State       | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non - Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|-------------|------|--------------------------|----------------|--------------|----------------|--------------------------|-----------------------------------|----------------------------|
| Alabama     | 2021 | 91                       | 0              | 1            | 0              | 0                        | 0                                 | 90                         |
|             | 2022 | 90                       | 0              | 3            | 0              | 0                        | 0                                 | 87                         |
|             | 2023 | 87                       | 0              | 2            | 0              | 0                        | 0                                 | 85                         |
| Alaska      | 2021 | 6                        | 0              | 0            | 0              | 0                        | 0                                 | 6                          |
|             | 2022 | 6                        | 1              | 2            | 0              | 0                        | 0                                 | 5                          |
|             | 2023 | 5                        | 0              | 0            | 0              | 0                        | 0                                 | 5                          |
| Arizona     | 2021 | 58                       | 2              | 0            | 0              | 0                        | 0                                 | 60                         |
|             | 2022 | 60                       | 1              | 2            | 0              | 0                        | 0                                 | 59                         |
|             | 2023 | 59                       | 1              | 2            | 0              | 0                        | 0                                 | 58                         |
| Arkansas    | 2021 | 60                       | 1              | 0            | 0              | 0                        | 0                                 | 61                         |
|             | 2022 | 61                       | 0              | 0            | 0              | 0                        | 0                                 | 61                         |
|             | 2023 | 61                       | 2              | 6            | 0              | 0                        | 0                                 | 57                         |
| California  | 2021 | 433                      | 6              | 6            | 0              | 0                        | 0                                 | 433                        |
|             | 2022 | 433                      | 5              | 11           | 0              | 0                        | 0                                 | 427                        |
|             | 2023 | 427                      | 2              | 14           | 0              | 0                        | 0                                 | 415                        |
| Colorado    | 2021 | 67                       | 1              | 2            | 0              | 0                        | 0                                 | 66                         |
|             | 2022 | 66                       | 0              | 6            | 0              | 0                        | 0                                 | 60                         |
|             | 2023 | 60                       | 1              | 5            | 0              | 0                        | 0                                 | 56                         |
| Connecticut | 2021 | 37                       | 1              | 0            | 0              | 0                        | 0                                 | 38                         |
|             | 2022 | 38                       | 0              | 0            | 0              | 0                        | 0                                 | 38                         |
|             | 2023 | 38                       | 1              | 0            | 0              | 0                        | 0                                 | 39                         |
| Delaware    | 2021 | 10                       | 0              | 0            | 0              | 0                        | 0                                 | 10                         |
|             | 2022 | 10                       | 0              | 0            | 0              | 0                        | 0                                 | 10                         |
|             | 2023 | 10                       | 0              | 1            | 0              | 0                        | 0                                 | 9                          |
| Florida     | 2021 | 216                      | 5              | 6            | 0              | 0                        | 0                                 | 215                        |
|             | 2022 | 215                      | 4              | 4            | 0              | 0                        | 0                                 | 215                        |
|             | 2023 | 215                      | 6              | 2            | 0              | 0                        | 0                                 | 219                        |
| Georgia     | 2021 | 156                      | 1              | 1            | 0              | 0                        | 0                                 | 156                        |
|             | 2022 | 156                      | 1              | 2            | 0              | 0                        | 0                                 | 155                        |
|             | 2023 | 155                      | 0              | 11           | 0              | 0                        | 0                                 | 144                        |

|               |      |     |   |    |   |   |   |     |
|---------------|------|-----|---|----|---|---|---|-----|
| Hawaii        | 2021 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
|               | 2022 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
|               | 2023 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
| Idaho         | 2021 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
|               | 2022 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
|               | 2023 | 15  | 0 | 0  | 0 | 0 | 0 | 15  |
| Illinois      | 2021 | 147 | 2 | 2  | 0 | 0 | 0 | 147 |
|               | 2022 | 147 | 0 | 2  | 0 | 0 | 0 | 145 |
|               | 2023 | 145 | 1 | 13 | 0 | 0 | 0 | 133 |
| Indiana       | 2021 | 115 | 0 | 4  | 0 | 0 | 0 | 111 |
|               | 2022 | 111 | 4 | 2  | 0 | 0 | 0 | 113 |
|               | 2023 | 113 | 0 | 2  | 0 | 0 | 0 | 111 |
| Iowa          | 2021 | 39  | 0 | 0  | 0 | 0 | 0 | 39  |
|               | 2022 | 39  | 0 | 0  | 0 | 0 | 0 | 39  |
|               | 2023 | 39  | 0 | 0  | 0 | 0 | 0 | 39  |
| Kansas        | 2021 | 37  | 0 | 1  | 0 | 0 | 0 | 36  |
|               | 2022 | 36  | 0 | 1  | 0 | 0 | 0 | 35  |
|               | 2023 | 35  | 0 | 1  | 0 | 0 | 0 | 34  |
| Kentucky      | 2021 | 90  | 3 | 0  | 0 | 0 | 0 | 93  |
|               | 2022 | 93  | 5 | 5  | 0 | 0 | 0 | 93  |
|               | 2023 | 93  | 1 | 0  | 0 | 1 | 0 | 93  |
| Louisiana     | 2021 | 43  | 0 | 0  | 0 | 0 | 0 | 43  |
|               | 2022 | 43  | 0 | 0  | 0 | 0 | 0 | 43  |
|               | 2023 | 43  | 0 | 13 | 0 | 0 | 0 | 30  |
| Maine         | 2021 | 18  | 0 | 0  | 0 | 0 | 0 | 18  |
|               | 2022 | 18  | 0 | 1  | 0 | 0 | 0 | 17  |
|               | 2023 | 17  | 0 | 0  | 0 | 0 | 0 | 17  |
| Maryland      | 2021 | 64  | 0 | 3  | 0 | 0 | 0 | 61  |
|               | 2022 | 61  | 0 | 3  | 0 | 0 | 0 | 58  |
|               | 2023 | 58  | 0 | 11 | 0 | 0 | 0 | 47  |
| Massachusetts | 2021 | 47  | 2 | 0  | 0 | 0 | 0 | 49  |
|               | 2022 | 49  | 1 | 0  | 0 | 0 | 0 | 50  |
|               | 2023 | 50  | 0 | 1  | 0 | 0 | 0 | 49  |
| Michigan      | 2021 | 157 | 2 | 4  | 0 | 0 | 0 | 155 |
|               | 2022 | 155 | 0 | 2  | 0 | 0 | 0 | 153 |
|               | 2023 | 153 | 2 | 7  | 0 | 0 | 0 | 148 |
| Minnesota     | 2021 | 37  | 1 | 0  | 0 | 0 | 0 | 38  |
|               | 2022 | 38  | 2 | 2  | 0 | 0 | 0 | 38  |
|               | 2023 | 38  | 0 | 1  | 0 | 0 | 0 | 37  |

|                |      |     |    |   |   |   |   |     |
|----------------|------|-----|----|---|---|---|---|-----|
| Mississippi    | 2021 | 66  | 0  | 0 | 0 | 0 | 0 | 66  |
|                | 2022 | 66  | 2  | 2 | 0 | 0 | 0 | 66  |
|                | 2023 | 66  | 0  | 3 | 0 | 0 | 0 | 63  |
| Missouri       | 2021 | 75  | 3  | 0 | 0 | 0 | 0 | 78  |
|                | 2022 | 78  | 4  | 0 | 0 | 0 | 0 | 82  |
|                | 2023 | 82  | 1  | 2 | 0 | 0 | 0 | 81  |
| Montana        | 2021 | 0   | 6  | 0 | 0 | 0 | 0 | 6   |
|                | 2022 | 6   | 1  | 0 | 0 | 0 | 0 | 7   |
|                | 2023 | 7   | 0  | 0 | 0 | 0 | 0 | 7   |
| Nebraska       | 2021 | 23  | 0  | 0 | 0 | 0 | 0 | 23  |
|                | 2022 | 23  | 0  | 0 | 0 | 0 | 0 | 23  |
|                | 2023 | 23  | 0  | 1 | 0 | 0 | 0 | 22  |
| Nevada         | 2021 | 38  | 0  | 2 | 0 | 0 | 0 | 36  |
|                | 2022 | 36  | 1  | 1 | 0 | 0 | 0 | 36  |
|                | 2023 | 36  | 0  | 2 | 0 | 0 | 0 | 34  |
| New Hampshire  | 2021 | 14  | 0  | 0 | 0 | 0 | 0 | 14  |
|                | 2022 | 14  | 0  | 0 | 0 | 0 | 0 | 14  |
|                | 2023 | 14  | 0  | 1 | 0 | 0 | 0 | 13  |
| New Jersey     | 2021 | 55  | 1  | 1 | 0 | 0 | 0 | 55  |
|                | 2022 | 55  | 1  | 1 | 0 | 0 | 0 | 55  |
|                | 2023 | 55  | 0  | 3 | 0 | 0 | 0 | 52  |
| New Mexico     | 2021 | 38  | 0  | 0 | 0 | 0 | 0 | 38  |
|                | 2022 | 38  | 0  | 1 | 0 | 0 | 0 | 37  |
|                | 2023 | 37  | 0  | 0 | 0 | 0 | 0 | 37  |
| New York       | 2021 | 145 | 8  | 0 | 0 | 0 | 0 | 153 |
|                | 2022 | 153 | 11 | 5 | 0 | 0 | 0 | 159 |
|                | 2023 | 159 | 1  | 4 | 0 | 0 | 0 | 156 |
| North Carolina | 2021 | 174 | 1  | 2 | 0 | 0 | 0 | 173 |
|                | 2022 | 173 | 1  | 6 | 0 | 0 | 0 | 168 |
|                | 2023 | 168 | 2  | 5 | 0 | 0 | 0 | 165 |
| North Dakota   | 2021 | 8   | 0  | 0 | 0 | 0 | 0 | 8   |
|                | 2022 | 8   | 0  | 0 | 0 | 0 | 0 | 8   |
|                | 2023 | 8   | 0  | 0 | 0 | 0 | 0 | 8   |
| Ohio           | 2021 | 195 | 2  | 0 | 0 | 0 | 0 | 197 |
|                | 2022 | 197 | 1  | 2 | 0 | 0 | 0 | 196 |
|                | 2023 | 196 | 0  | 5 | 0 | 0 | 0 | 191 |
| Oklahoma       | 2021 | 69  | 0  | 1 | 0 | 0 | 0 | 68  |
|                | 2022 | 68  | 0  | 1 | 0 | 0 | 0 | 67  |
|                | 2023 | 67  | 0  | 6 | 0 | 0 | 0 | 61  |

|                |      |     |   |    |   |   |   |     |
|----------------|------|-----|---|----|---|---|---|-----|
| Oregon         | 2021 | 50  | 0 | 0  | 0 | 0 | 0 | 50  |
|                | 2022 | 50  | 0 | 0  | 0 | 0 | 0 | 50  |
|                | 2023 | 50  | 0 | 1  | 0 | 0 | 0 | 49  |
| Pennsylvania   | 2021 | 120 | 0 | 2  | 0 | 0 | 0 | 118 |
|                | 2022 | 118 | 0 | 1  | 0 | 0 | 0 | 117 |
|                | 2023 | 117 | 1 | 3  | 0 | 0 | 0 | 115 |
| Rhode Island   | 2021 | 13  | 0 | 0  | 0 | 0 | 0 | 13  |
|                | 2022 | 13  | 0 | 1  | 0 | 0 | 0 | 12  |
|                | 2023 | 12  | 1 | 0  | 0 | 0 | 0 | 13  |
| South Carolina | 2021 | 97  | 2 | 0  | 0 | 0 | 0 | 99  |
|                | 2022 | 99  | 1 | 2  | 0 | 0 | 0 | 98  |
|                | 2023 | 98  | 1 | 1  | 0 | 0 | 0 | 98  |
| South Dakota   | 2021 | 7   | 0 | 0  | 0 | 0 | 0 | 7   |
|                | 2022 | 7   | 0 | 1  | 0 | 0 | 0 | 6   |
|                | 2023 | 6   | 0 | 0  | 0 | 0 | 0 | 6   |
| Tennessee      | 2021 | 127 | 3 | 2  | 0 | 0 | 0 | 128 |
|                | 2022 | 128 | 1 | 3  | 0 | 0 | 0 | 126 |
|                | 2023 | 126 | 1 | 0  | 0 | 0 | 0 | 127 |
| Texas          | 2021 | 282 | 4 | 6  | 0 | 0 | 0 | 280 |
|                | 2022 | 280 | 4 | 4  | 0 | 0 | 0 | 280 |
|                | 2023 | 280 | 5 | 11 | 0 | 0 | 0 | 274 |
| Vermont        | 2021 | 7   | 0 | 0  | 0 | 0 | 0 | 7   |
|                | 2022 | 7   | 0 | 0  | 0 | 0 | 0 | 7   |
|                | 2023 | 7   | 0 | 0  | 0 | 0 | 0 | 7   |
| Virginia       | 2021 | 114 | 0 | 0  | 0 | 0 | 0 | 114 |
|                | 2022 | 114 | 0 | 0  | 0 | 0 | 0 | 114 |
|                | 2023 | 114 | 0 | 4  | 0 | 0 | 0 | 110 |
| Washington     | 2021 | 78  | 0 | 1  | 0 | 0 | 0 | 77  |
|                | 2022 | 77  | 0 | 2  | 0 | 0 | 0 | 75  |
|                | 2023 | 75  | 0 | 3  | 0 | 0 | 0 | 72  |
| West Virginia  | 2021 | 37  | 2 | 0  | 0 | 0 | 0 | 39  |
|                | 2022 | 39  | 0 | 0  | 0 | 0 | 0 | 39  |
|                | 2023 | 39  | 0 | 0  | 0 | 0 | 0 | 39  |
| Wisconsin      | 2021 | 64  | 0 | 0  | 0 | 0 | 0 | 64  |
|                | 2022 | 64  | 1 | 2  | 0 | 0 | 0 | 63  |
|                | 2023 | 63  | 0 | 9  | 0 | 0 | 0 | 54  |

|         |      |      |    |     |   |   |   |      |
|---------|------|------|----|-----|---|---|---|------|
| Wyoming | 2021 | 6    | 0  | 0   | 0 | 0 | 0 | 6    |
|         | 2022 | 6    | 0  | 0   | 0 | 0 | 0 | 6    |
|         | 2023 | 6    | 0  | 0   | 0 | 0 | 0 | 6    |
| Total   | 2021 | 3860 | 59 | 47  | 0 | 0 | 0 | 3872 |
|         | 2022 | 3872 | 53 | 83  | 0 | 0 | 0 | 3842 |
|         | 2023 | 3842 | 30 | 156 | 0 | 1 | 0 | 3715 |

**Table No. 4**  
**Status of Company-Owned Outlets**  
**for Years 2021 to 2023**

| Column 1<br>State | Column 2<br>Year | Column 3<br>Outlets at<br>Start of<br>Year | Column 4<br>Outlets<br>Opened | Column 5<br>Outlets<br>Reacquired<br>from<br>Franchisee | Column 6<br>Outlets<br>Closed | Column 7<br>Outlets<br>Sold to<br>Franchisee | Column 8<br>Outlets at<br>End of<br>the Year |
|-------------------|------------------|--|-------------------------------|---|-------------------------------|--|--|
| Florida           | 2021             | 41   | 0                             | 0   | 0                             | 0  | 41   |
|                   | 2022             | 41   | 0                             | 0   | 1                             | 0  | 40   |
|                   | 2023             | 40   | 2                             | 0   | 3                             | 0  | 39   |
| Kentucky          | 2021             | 6  | 0                             | 0   | 0                             | 0  | 6  |
|                   | 2022             | 6  | 0                             | 0   | 0                             | 0  | 6  |
|                   | 2023             | 6  | 0                             | 1   | 0                             | 0  | 7  |
| Total             | 2021             | 47   | 0                             | 0   | 0                             | 0  | 47   |
|                   | 2022             | 47   | 0                             | 0   | 1                             | 0  | 46   |
|                   | 2023             | 46   | 2                             | 1   | 3                             | 0  | 46   |

**Table No. 5**  
**Projected Openings as of December 25, 2023, for the 2024 Fiscal Year**

| Column 1<br>State | Column 2<br>Franchise Agreements<br>Signed But Outlet Not<br>Opened | Column 3<br>Projected New<br>Franchised Outlets in<br>the Next Fiscal Year | Column 4<br>Projected New<br>Company-Owned<br>Outlets in the Next<br>Fiscal Year |
|-------------------|---|--|--|
| Arkansas          | 0   | 3  | 0  |
| Arizona           | 0   | 5  | 0  |
| California        | 0   | 6  | 0  |
| Florida           | 0   | 9  | 2  |
| Iowa              | 0   | 1  | 0  |
| Massachusetts     | 0   | 1  | 0  |
| Michigan          | 0   | 3  | 0  |
| Minnesota         | 0   | 2  | 0  |
| New Jersey        | 0   | 2  | 0  |
| New York          | 0   | 3  | 0  |
| Ohio              | 0   | 2  | 0  |
| Oregon            | 0   | 1  | 0  |
| Rhode Island      | 0   | 1  | 0  |
| South Carolina    | 0   | 1  | 0  |

| <b>Column 1<br/>State</b> | <b>Column 2<br/>Franchise Agreements<br/>Signed But Outlet Not<br/>Opened</b> | <b>Column 3<br/>Projected New<br/>Franchised Outlets in<br/>the Next Fiscal Year</b> | <b>Column 4<br/>Projected New<br/>Company-Owned<br/>Outlets in the Next<br/>Fiscal Year</b> |
|---------------------------|---|--|---|
| Tennessee                 | 0   | 3  | 0   |
| Texas                     | 0   | 6  | 0   |
| <b>Total</b>              | <b>0</b>  | <b>49</b>  | <b>2</b>  |

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

A list of all franchisees as of December 25, 2023, as well as the addresses and telephone numbers of their Outlets is attached as Exhibit K to this Disclosure Document. A list of the names, cities, states, business telephone numbers or, if unavailable, the last known home telephone numbers of all franchisees who have had Outlets terminated, cancelled, or not renewed; who otherwise voluntarily or involuntarily ceased to do business under their franchise agreements during the last fiscal year; or who have not communicated with the KFCLLC within 10 weeks of the date of issuance, is attached as Exhibit L.

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

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

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

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

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

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

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

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

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

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

## **ITEM 21**

### **FINANCIAL STATEMENTS**

Exhibit J contains KFCLLC's audited financial statements, which comprise the balance sheets as of December 25, 2023 and December 26, 2022, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 25, 2023, and the related notes to the financial statements.

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

## **ITEM 22** **CONTRACTS**

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

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

## **ITEM 23** **RECEIPTS**

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

**EXHIBIT A**

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

**EXHIBIT A**

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

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

**CALIFORNIA**

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

*Los Angeles*

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

*Sacramento*

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

*San Diego*

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

*San Francisco*

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

**HAWAII**

(state administrator)

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

**ILLINOIS**

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

**INDIANA**

(state administrator)

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

**MARYLAND**

(state administrator)

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

**MICHIGAN**

(state administrator)

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

**MINNESOTA**

(state administrator)

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

(agent for service of process)

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

**NEW YORK**

(state administrator)

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

(agent for service of process)

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

**NORTH DAKOTA**

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

**OREGON**

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

**RHODE ISLAND**

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

**SOUTH DAKOTA**

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

**VIRGINIA**

(state administrator)

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

**WASHINGTON**

(state administrator)

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

(agent for service of process)

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

**WISCONSIN**

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

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

Effective  
Date:

\_\_\_\_\_

Opening Date

Reference:

NEW  
\_\_\_\_\_

**KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

Date \_\_\_\_\_

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

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

(the "Franchisee"),

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

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

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

**1. Section Headings.**

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

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

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

**3. License.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.7 [Reserved].

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

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

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

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

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

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

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

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

## **8. Royalties.**

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

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

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

## **9. Gross Revenues.**

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

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

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

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

## **10. Advertising.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Fire, extended coverage and vandalism and malicious mischief at 80% of actual cash value of building, contents and improvements.
- (b) Employer's liability and workmen's compensation insurance as prescribed by applicable law, and
- (c) Comprehensive general liability and automobile insurance on an occurrence basis naming KFC as an additional insured and underwritten by any reputable insurance carrier approved by KFC, covering the following risks in no less than the following amounts, subject to reasonable increase by KFC after five years based on inflation or future experience with claims asserted against food outlets:

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

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

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

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

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

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

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

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

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

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

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

## **16. Assignment.**

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

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

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

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

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

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

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

### 16.3 Conditions to Assignments and Transfers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **20. Miscellaneous.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KFC US, LLC

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

«CorpName\_ifAppl»:

BY \_\_\_\_\_  
«Fran\_Owner\_ifAppl»

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

## DEVELOPMENT AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### A. **PREAMBLES.**

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

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

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

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

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

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

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

**A. DEVELOPMENT SCHEDULE.**

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

**B. SITE SELECTION/FRANCHISE AGREEMENTS**

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

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

C. **DEVELOPMENT AND CONSTRUCTION.**

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

D. **POST-CONSTRUCTION REPORTING**

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

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

4. **DEVELOPMENT FEE**

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

5. **INCENTIVES**

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

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

6. **CONFIDENTIAL INFORMATION.**

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

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

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

7. **TRANSFER**

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

8. **TERMINATION OF AGREEMENT.**

A. **TERMINATION WITHOUT CURE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**C. EFFECTS OF TERMINATION.**

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

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

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

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

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

**D. SECTION 19 WAIVER.**

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

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

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

**F. SURVIVAL OF COVENANTS.**

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

9. **DAMAGES.**

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

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

A. **INDEPENDENT CONTRACTORS.**

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

B. **INDEMNIFICATION.**

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

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

11. **MISCELLANEOUS.**

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

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

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

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

C. **COST OF ENFORCEMENT.**

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

D. **NON-WAIVER.**

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

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

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

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

**F. SEVERABILITY.**

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

**G. GOVERNING LAW; FORUM.**

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

**H. NOTICES.**

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

**I. FURTHER ASSURANCE.**

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

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

J. **ACKNOWLEDGMENTS.**

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

K. **BINDING AGREEMENT.**

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

L. **EXECUTION.**

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

*(Remainder of page intentionally blank)*

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

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

Sign: \_\_\_\_\_  
Kate Ward  
Chief Legal Officer

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

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

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

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

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

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

**EXHIBIT B**

**KFC DIGITAL PHOTO GUIDE**

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

**EXHIBIT D**

**DEPOSIT AGREEMENT**

**DEPOSIT FEE AGREEMENT**

Applicant Information (“Applicant”):

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

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

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

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

Proposed KFC Site Information (“Site”):

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

Applicant acknowledges and agrees:

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

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

K-Rise Instructions

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

KFC Impact Study Guidelines  
*Effective 9/16/2020 through 12/30/2024*

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

Who may request an impact study?

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

How will the impact study be conducted?

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

Who pays for an impact study?

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

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

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

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

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

Timing

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

Results

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

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

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

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

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

**EXHIBIT E**

**KENTUCKY FRIED CHICKEN OPTION AGREEMENT**

## KFC FRANCHISE OPTION AGREEMENT

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

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

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

1. **Franchise Fee.**

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

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

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

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

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

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

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

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

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

7. **Termination.**

(a) **Termination without Cure.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Agreement Date.

KFC US, LLC

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

OPTIONEE  
<<CorpName\_ifAppl>>

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

**EXHIBIT F**

**ADVERTISING AGREEMENT**

**ADVERTISING AGREEMENT**

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

**RECITALS:**

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

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

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

**AGREEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Franchisee Entity Name]

By: \_\_\_\_\_  
Karen Sherman  
Executive Director, Secretary  
  
("Cooperative")

By: \_\_\_\_\_  
[Control Person Name]  
[Control Person Title]  
  
("Franchisee")

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

**Outlet ID #**            **Outlet Address** \_\_\_\_\_

**EXHIBIT F-1**

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

**Amendment to Advertising Agreement**

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

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

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

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

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

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

| <u>Outlet ID #</u> | <u>Outlet Address</u> |
|--------------------|-----------------------|
|--------------------|-----------------------|

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

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

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

«FRANCHISEE\_ENTITY\_NAME»

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

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

(“Cooperative”)

(“Franchisee”)

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

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

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

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

Dear «First\_Name»:

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

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

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

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

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

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

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

3. Section 6 shall be amended as follows:

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

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

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

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

KFC US, LLC

By: \_\_\_\_\_  
Kate Ward, Chief Legal Officer

AGREED TO:

«Corp\_Name»

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

**EXHIBIT H**

**LEGACY NEW DEVELOPMENT ADDENDUM**

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

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

**RECITALS**

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

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

**AGREEMENT**

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

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

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

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

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

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

4. **Miscellaneous.**

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[REDACTED]

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

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

Kate Ward

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

Chief Legal Officer

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

**EXHIBIT I**

**KFC STANDARDS LIBRARY TABLE OF CONTENTS**

| <b>Category</b>              | <b># of Pages</b> |
|------------------------------|-------------------|
| Equipment                    | 946               |
| Facilities and Locations     | 11                |
| Food                         | 742               |
| Restaurant Ops               | 239               |
| Laws, Regulation, and People | 11                |
| Technology and Training      | 55                |
| <b>TOTAL</b>                 | <b>2004</b>       |

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

**KFC US, LLC**

Financial Statements

December 25, 2023 and December 26, 2022

(With Independent Auditors' Report Thereon)

**KFC US, LLC**  
Financial Statements  
December 25, 2023 and December 26, 2022

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

## Independent Auditors' Report

Management and Those Charged with Governance  
KFC US, LLC:

### *Opinion*

We have audited the financial statements of KFC US, LLC (the Company), which comprise the balance sheets as of December 25, 2023 and December 26, 2022, and the related statements of income, member's equity, and cash flows for each of the years in the three-year period ended December 25, 2023, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2023 and December 26, 2022, and the results of its operations and its cash flows for each of the years in the three-year period ended December 25, 2023, in accordance with U.S. generally accepted accounting principles.

### *Basis for Opinion*

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

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

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

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

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

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



In performing an audit in accordance with GAAS, we:

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

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

*KPMG LLP*

Louisville, Kentucky  
March 21, 2024

**KFC US, LLC**

## Balance Sheets

December 25, 2023 and December 26, 2022

(In thousands)

| <b>Assets</b>  | <b>2023</b> | <b>2022</b> |
|--|-------------|-------------|
| Current assets:  |             |             |
| Accounts receivable, net of allowance for doubtful accounts of \$442 and \$482 | \$ 26,262   | \$ 20,752   |
| Current portion of franchise incentives  | 9,989       | 10,330      |
| Total current assets   | 36,251      | 31,082      |
| Non-current portion of franchise incentives                                    | 17,454      | 28,219      |
| Total assets   | \$ 53,705   | \$ 59,301   |
| <b>Liabilities and Member's Equity</b>   |             |             |
| Current liabilities:   |             |             |
| Accrued franchise incentives   | \$ 3,095    | \$ 1,965    |
| Current portion of deferred revenue  | 3,225       | 3,257       |
| Other  | —           | 850         |
| Total current liabilities  | 6,320       | 6,072       |
| Non-current portion of deferred revenue  | 20,701      | 21,948      |
| Other non-current liabilities  | 4,112       | 4,436       |
| Total liabilities  | 31,133      | 32,456      |
| Member's equity:   |             |             |
| Member's equity  | 22,572      | 26,845      |
| Total member's equity  | 22,572      | 26,845      |
| Total liabilities and member's equity  | \$ 53,705   | \$ 59,301   |

See accompanying notes to financial statements.

**KFC US, LLC**

## Statements of Income

Fiscal years ended December 25, 2023, December 26, 2022 and December 27, 2021

(In thousands)

|  | <u>2023</u>       | <u>2022</u>       | <u>2021</u>       |
|--|-------------------|-------------------|-------------------|
| Revenues:                                  |                   |                   |                   |
| Franchise and license fees                 | \$ 199,422        | \$ 195,907        | \$ 194,194        |
| Franchise contributions for other services | <u>32,924</u>     | <u>28,428</u>     | <u>28,023</u>     |
| Total revenues                             | <u>232,346</u>    | <u>224,335</u>    | <u>222,217</u>    |
| Costs and expenses:                        |                   |                   |                   |
| (Recovery) provision for doubtful accounts | (40)              | 60                | (257)             |
| Franchise and license expenses             | 12                | 21                | 862               |
| Other (income) expense                     | <u>(850)</u>      | <u>—</u>          | <u>—</u>          |
| Total costs and expenses, net              | <u>(878)</u>      | <u>81</u>         | <u>605</u>        |
| Operating profit                           | 233,224           | 224,254           | 221,612           |
| Interest income                            | <u>—</u>          | <u>—</u>          | <u>3</u>          |
| Net income                                 | <u>\$ 233,224</u> | <u>\$ 224,254</u> | <u>\$ 221,615</u> |

See accompanying notes to financial statements.

**KFC US, LLC**

Statements of Member's Equity

Fiscal years ended December 25, 2023, December 26, 2022 and December 27, 2021

(In thousands)

|  |    |                |
|--|----|----------------|
| Balance at December 28, 2020           | \$ | 52,944         |
| Net income                             |    | 221,615        |
| Due from Yum! Brands, Inc.             |    | (260,927)      |
| Due to member                          |    | 28,497         |
| Return of initial capital contribution |    | <u>(5,076)</u> |
| Balance at December 27, 2021           | \$ | <u>37,053</u>  |
| Net income                             |    | 224,254        |
| Due from Yum! Brands, Inc.             |    | (259,912)      |
| Due to member                          |    | <u>25,450</u>  |
| Balance at December 26, 2022           | \$ | <u>26,845</u>  |
| Net income                             |    | 233,224        |
| Due from Yum! Brands, Inc.             |    | (268,236)      |
| Due to member                          |    | <u>30,739</u>  |
| Balance at December 25, 2023           | \$ | <u>22,572</u>  |

See accompanying notes to financial statements.

**KFC US, LLC**

Statements of Cash Flows

Fiscal years ended December 25, 2023, December 26, 2022 and December 27, 2021

(In thousands)

|   | <u>2023</u>      | <u>2022</u>      | <u>2021</u>      |
|---|------------------|------------------|------------------|
| Cash flows from operating activities:   |                  |                  |                  |
| Net income  | \$ 233,224       | \$ 224,254       | \$ 221,615       |
| Adjustments to reconcile net income to cash provided by operating activities: |                  |                  |                  |
| Incentive and deferred fees amortization                                      | 7,081            | 7,676            | 8,159            |
| Changes in operating assets and liabilities:                                  |                  |                  |                  |
| (Increase) in accounts receivable   | (5,510)          | (543)            | (2,839)          |
| (Decrease) in franchise incentives  | —                | —                | (200)            |
| Increase (decrease) in accrued franchise incentives                           | 1,130            | (57)             | 479              |
| Increase in deferred revenue  | 2,466            | 3,132            | 6,739            |
| (Decrease) in other liabilities   | (895)            | —                | (1,521)          |
| Cash provided by operating activities   | <u>237,497</u>   | <u>234,462</u>   | <u>232,431</u>   |
| Cash flows from financing activities:   |                  |                  |                  |
| Distribution to Yum! Brands, Inc.   | (237,497)        | (234,462)        | (232,429)        |
| Return of initial capital contribution  | —                | —                | (5,076)          |
| Cash used in financing activities   | <u>(237,497)</u> | <u>(234,462)</u> | <u>(237,505)</u> |
| Net increase (decrease) in cash   | —                | —                | (5,073)          |
| Cash - Beginning of Year  | —                | —                | 5,073            |
| Cash - End of Year  | <u>\$ —</u>      | <u>\$ —</u>      | <u>\$ —</u>      |
| Cash earned for interest  | \$ —             | \$ —             | \$ 3             |

## KFC US, LLC

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

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

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

On August 1, 2016, the Company and KFC Corporation entered into an Assignment and Assumption Agreement (the Assignment Agreement) under which KFC Corporation assigned all of its existing U.S. franchise agreements to the Company. The Company had no rights to any existing franchise agreements prior to this assignment. As such, there were no franchise and license fee revenues earned or related expenses incurred prior to August 1, 2016, by the Company. On December 26, 2017, duties and obligations under the Acceleration Agreement which had previously been held by KFC Corporation were assigned to the Company. This agreement is a franchise incentive program that provides an accelerated path to expanded menu offerings, improved assets and enhanced customer experience. In connection with this agreement the Company has funded new back-of-house equipment for franchisees and provided incentives to accelerate franchise store remodels.

The activities of the Company include:

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

The Company is required to maintain a minimum of \$15 million in net worth in order to qualify for the large franchisor exemption under certain state and U.S. franchise registration laws. As of December 25, 2023, the Company had \$22.6 million of net worth reflected as member's equity.

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

## **KFC US, LLC**

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

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

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

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

### **(b) Use of Estimates**

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

### **(c) Fiscal Year**

The Company was formed on March 31, 2016 and operates using a fifty-two week fiscal calendar that ends on the Monday preceding Yum's fiscal year end. Yum's fiscal year begins on January 1 and ends December 31 of each year. As a result, there is a fifty-third week added to the Company's fiscal calendar every five to six years. All fiscal years presented herein include fifty-two weeks. The next fiscal year scheduled to include a fifty-third week is 2024.

### **(d) Reclassifications**

We have reclassified certain items in the financial statements for prior periods to be comparable with the classification for the fiscal year ended December 25, 2023. These reclassifications had no effect on previously reported Net Income.

### **(e) Cash**

Cash was \$0 at December 25, 2023 and December 26, 2022. The Company had no capital contribution returns in 2023 and 2022.

## **KFC US, LLC**

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

#### **(f) Accounts Receivable**

The Company's receivables are primarily generated from ongoing business relationships with our franchisees as a result of franchise agreements. Trade receivables consisting of royalties from franchisees are generally due monthly by the 20<sup>th</sup> day of the next month and are classified as Accounts receivable, net of allowance for doubtful accounts on our Balance Sheets. Expected credit losses for uncollectible franchisee receivable balances consider both current conditions and reasonable and supportable forecasts of future conditions. Current conditions we consider include pre-defined aging criteria as well as specified events that indicate we may not collect the balance due. Reasonable and supportable forecasts used in determining the probability of future collection consider publicly available data regarding default probability. While we use the best information available in making our determination, the ultimate recovery of recorded receivables is dependent upon future economic events and other conditions that may be beyond our control. Receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts. We recorded \$40 thousand in net recovery within Costs and expenses for amounts provisioned in prior years related to previous uncollectible franchise and license trade receivables in 2023 and recorded \$60 thousand in net provision and \$257 thousand in net recovery in 2022 and 2021, respectively. Trade receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts. We recorded \$0 net write offs in 2023 and 2022.

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

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

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

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

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

## KFC US, LLC

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

#### (i) **Revenue Recognition**

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

##### *Franchise and License Fees*

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

Continuing fees represent the substantial majority of the consideration we receive under our franchise agreements. Continuing fees are typically billed and paid monthly and are usually 4%-5% for store-level franchise agreements. Upfront franchise fees are typically billed and paid when a new franchise or sub-franchise agreement becomes effective or when an existing agreement is transferred to another franchisee or sub-franchisee.

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

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

## KFC US, LLC

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

#### *Franchise Contributions for Other Services*

On a much more limited basis, we provide goods or services to certain franchisees. The vast majority of these revenues relate to charges for information technology. In instances where we rely on third parties to provide goods or services to franchisees at our direction, we have determined we act as a principal in these transactions. The extent to which we provide such goods or services varies by franchisee. These revenues are recognized as the goods or services are transferred to the franchisee and are distinct from the franchise right when they do not require integration with other goods or services we provide.

#### **(j) Franchise Incentives**

Franchise incentives paid to franchisees are recorded as assets and amortized over the life of the expected future cash flows of the related franchise agreements. Such amounts are reflected in the balance sheets, with the current portion representing amounts to be amortized within the next 12 months from the balance sheet date. Total additions to franchise incentives were \$0 million, \$0 million and \$0.2 million in 2023, 2022, and 2021, respectively.

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

Other non-current liabilities are comprised primarily of deferred revenue related to upfront fees received from franchisees, which are recognized as revenue over the term of the related franchise agreements. Total additions to deferred revenue were \$2.7 million, \$3.6 million, and \$7.0 million in 2023, 2022, and 2021, respectively. Also included in Other non-current liabilities are Prepaid franchise fees not yet amortizing which includes initial fee deposits for new or existing franchisees seeking a new unit. Such amounts are reflected in the balance sheet as follows, with the current portion representing amounts to be amortized within the next 12 months from the balance sheet date:

|   | <u>2023</u>      | <u>2022</u>      |
|---|------------------|------------------|
| Total deferred revenue                    | \$ 23,926        | \$ 25,205        |
| Less: current portion of deferred revenue | <u>(3,225)</u>   | <u>(3,257)</u>   |
| Non-current portion of deferred revenue   | 20,701           | 21,948           |
| Prepaid franchise fees not yet amortizing | 4,067            | 4,346            |
| Other                                     | 45               | 90               |
| Other non-current liabilities             | <u>\$ 24,813</u> | <u>\$ 26,384</u> |

## **KFC US, LLC**

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

#### **(l) Income Taxes**

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

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

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

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

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

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

The Due to member of \$30.7 million and \$25.5 million in 2023 and 2022, respectively, included in Member's equity represents amounts collected by the Company on behalf of KFC Corporation. Such amounts include franchise and license fees earned by KFC Corporation prior to the effective date of the Assignment Agreement and other amounts received from franchisees and other third parties on behalf of KFC Corporation, such as rent, advertising dues and sales tax.

The Due from Yum! Brands, Inc. of \$268.2 million and \$259.9 million in 2023 and 2022, respectively, included in Member's equity represents cash collected that was subsequently transferred from the

## **KFC US, LLC**

### Notes to Financial Statements

December 25, 2023 and December 26, 2022

(all tabular amounts in thousands)

Company to Yum! Brands, Inc. These amounts include \$30.7 million and \$25.5 million collected in 2023 and 2022, respectively, on behalf of KFC Corporation discussed above.

As discussed in Note 1, on May 23, 2016, KFC Corporation and the Company entered into a management agreement that defined the relationship and responsibilities of each entity. Neither the expenses incurred by KFC Corporation to fulfill its responsibilities under the Management Agreement, nor any management fees to compensate KFC Corporation for those services provided, are allocated to the Company, because no fee is required by the Management Agreement and there is no reasonable basis for such allocation. Therefore, franchise and license expenses in the accompanying statements of income include only those expenses incurred directly by the Company. Yum! Brands, Inc. consolidates KFC Corporation and the Company. Yum! Brands, Inc. is a public company and files periodic reports with the U.S. Securities and Exchange Commission (SEC) as required by the rules of the SEC. Consolidated financial information of Yum! Brands, Inc. as of December 31, 2023 and for the year then ended is available in Yum! Brands, Inc.'s Annual Report on Form 10-K, as filed with the SEC.

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

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

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

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

The Company has evaluated subsequent events occurring through March 21, 2024, the issuance date of the accompanying financial statements and related notes thereto and determined no other items require disclosure.

**EXHIBIT K**

**LIST OF CURRENT FRANCHISEES**

| Outlet ID | Legal Entity                         | Address                       | City           | State | Postal | Phone        | Multi Brand |
|-----------|--------------------------------------|-------------------------------|----------------|-------|--------|--------------|-------------|
| J118023   | Graja, Inc.                          | 1751 Abbot Road               | Anchorage      | AK    | 99507  | 360/425-3982 |             |
| J118024   | Graja, Inc.                          | 1021 W Northern Lights Blvd   | Anchorage      | AK    | 99503  | 360/425-3982 |             |
| J118022   | Graja, Inc.                          | 3922 San Jeronimo Street      | Anchorage      | AK    | 99508  | 360/425-3982 |             |
| J118025   | Graja, Inc.                          | 3428 Airport Way              | Fairbanks      | AK    | 99709  | 360/425-3982 | *           |
| C219011   | Wit-Rey, Inc.                        | 1761 Palmer Wasilla Highway   | Wasilla        | AK    | 99654  | 907/349-9142 | *           |
| J310013   | Jack Marshall Foods, Inc.            | 7285 U.S. Highway 431         | Albertville    | AL    | 35950  | 205/553-8621 |             |
| D241001   | PMTD Restaurants, LLC                | 955 Airport Drive             | Alexander City | AL    | 35010  | 770/384-1000 |             |
| E121012   | F & F Food Service, Inc.             | 2000 Quintard Avenue          | Anniston       | AL    | 36201  | 770/650-2901 |             |
| L518073   | Tasty Chick'n Southeast, LLC         | 710 Brindlee Mountain Parkway | Arab           | AL    | 35016  | 310/943-4997 |             |
| C690005   | Article Four Trust UW Roy W. Burchel | 205 U.S. Highway 72, W.       | Athens         | AL    | 35611  | 256/232-8033 |             |
| J310053   | Jack Marshall Foods, Inc.            | 1225 South Main Street        | Atmore         | AL    | 36502  | 205/553-8621 |             |
| J466008   | Champion Restaurants - Fiesta, LLC   | 500 Cherry Street             | Attalla        | AL    | 35954  | 770/578-8749 |             |
| D241007   | PMTD Restaurants, LLC                | 1580 Opelika Road             | Auburn         | AL    | 36830  | 770/384-1000 |             |
| G135443   | FQSR, LLC (dba KBP Foods)            | 1818 Ninth Avenue, North      | Bessemer       | AL    | 35020  | 913/428-3636 |             |
| G135444   | FQSR, LLC (dba KBP Foods)            | 1928 Bessemer Road            | Birmingham     | AL    | 35208  | 913/428-3636 |             |
| G135445   | FQSR, LLC (dba KBP Foods)            | 7909 Crestwood Boulevard      | Birmingham     | AL    | 35210  | 913/428-3636 |             |
| G135448   | FQSR, LLC (dba KBP Foods)            | 1653 Center Point Road        | Birmingham     | AL    | 35215  | 913/428-3636 |             |
| G135442   | FQSR, LLC (dba KBP Foods)            | 828 Green Springs Highway     | Birmingham     | AL    | 35209  | 913/428-3636 |             |
| G135449   | FQSR, LLC (dba KBP Foods)            | 1800 20th Street Ensley       | Birmingham     | AL    | 35218  | 913/428-3636 |             |
| G135456   | FQSR, LLC (dba KBP Foods)            | 1674 Gadsden Highway          | Birmingham     | AL    | 35235  | 913/428-3636 |             |
| L518072   | Tasty Chick'n Southeast, LLC         | Highway 431                   | Boaz           | AL    | 35957  | 310/943-4997 |             |
| J466009   | Champion Restaurants - Fiesta, LLC   | 1925 West Main Street         | Centre         | AL    | 35960  | 770/578-8749 |             |
| D241022   | PMTD Restaurants, LLC                | Highway 280, Box 104B         | Childersburg   | AL    | 35044  | 770/384-1000 |             |
| D241023   | PMTD Restaurants, LLC                | 2035 Seventh Street, South    | Clanton        | AL    | 35045  | 770/384-1000 |             |
| J466010   | Champion Restaurants - Fiesta, LLC   | 5799 Alabama Highway 157      | Cullman        | AL    | 35058  | 770/578-8749 |             |
| K006001   | Mimi Kohl Weir and Kent A Weir       | 1620 Second Avenue, Southwest | Cullman        | AL    | 35055  | 256/775-1975 |             |
| G135459   | FQSR, LLC (dba KBP Foods)            | 2208 Beltline Road            | Decatur        | AL    | 35601  | 913/428-3636 |             |
| J310055   | Jack Marshall Foods, Inc.            | 105 Highway 80 East           | Demopolis      | AL    | 36732  | 205/553-8621 |             |
| F569063   | QSR SE LLC                           | 4468-2 West Main Street       | Dothan         | AL    | 36305  | 919/225-5363 | ****        |
| F569064   | QSR SE LLC                           | 109 N.E. Ross Clark Circle    | Dothan         | AL    | 36303  | 919/225-5363 |             |
| F569065   | QSR SE LLC                           | 1801 S.E. Ross Clark Circle   | Dothan         | AL    | 36301  | 919/225-5363 |             |
| F569066   | QSR SE LLC                           | 612 Boll Weevil Circle        | Enterprise     | AL    | 36330  | 919/225-5363 |             |
| F569069   | QSR East LLC                         | 840 Liberty Hill Drive        | Evergreen      | AL    | 36401  | 919/225-5363 | ****        |
| G135447   | FQSR, LLC (dba KBP Foods)            | 7159 Aaron Aronov Drive       | Fairfield      | AL    | 35064  | 913/428-3636 |             |
| L775049   | West Quality Food Service, Inc.      | 241 Cox Creek Parkway         | Florence       | AL    | 35630  | 601/649-2522 |             |
| L775036   | West Quality Food Service, Inc.      | 1302 North Pine Street        | Florence       | AL    | 35630  | 601/649-2522 |             |
| J718191   | JRN, Inc.                            | 2460 South McKenzie Street    | Foley          | AL    | 36535  | 931/490-4765 |             |
| G135452   | FQSR, LLC (dba KBP Foods)            | 1229 Forestdale Boulevard     | Forestdale     | AL    | 35214  | 913/428-3636 |             |
| E121014   | F & F Food Service, Inc.             | 308 Greenhill Boulevard N.W.  | Fort Payne     | AL    | 35967  | 770/650-2901 |             |
| J466006   | Champion Restaurants - Fiesta, LLC   | 579 E. Meighan Boulevard      | Gadsden        | AL    | 35903  | 770/578-8749 | ****        |
| G135451   | FQSR, LLC (dba KBP Foods)            | 531 Fieldstown Road           | Gardendale     | AL    | 35071  | 913/428-3636 |             |
| F569068   | QSR East LLC                         | 108 Greenville By-Pass        | Greenville     | AL    | 36037  | 919/225-5363 |             |
| L518071   | Tasty Chick'n Southeast, LLC         | 1501 South Gunter             | Guntersville   | AL    | 35976  | 310/943-4997 |             |

KFC US, LLC

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|         |   |   |               |    |       |              |      |
|---------|---|---|---------------|----|-------|--------------|------|
| L518074 | Tasty Chick'n Southeast, LLC            | 1301 Highway 31, North                        | Hartselle     | AL | 35640 | 310/943-4997 |      |
| J466003 | Champion Restaurants - Fiesta, LLC      | 5692 Highway 278 East                         | Hokes Bluff   | AL | 35903 | 770/578-8749 | **** |
| G135450 | FQSR, LLC (dba KBP Foods)               | 3065 Allison Bonnett Memorial Drive           | Hueytown      | AL | 35023 | 913/428-3636 |      |
| G135457 | FQSR, LLC (dba KBP Foods)               | 1690 Highway 72, E.                           | Huntsville    | AL | 35811 | 913/428-3636 |      |
| G135437 | FQSR, LLC (dba KBP Foods)               | 2404 Memorial Parkway                         | Huntsville    | AL | 35801 | 913/428-3636 |      |
| G135438 | FQSR, LLC (dba KBP Foods)               | 1003 Jordan Lane                              | Huntsville    | AL | 35816 | 913/428-3636 |      |
| J310071 | Jack Marshall Foods, Inc.               | 4106 North College Ave.                       | Jackson       | AL | 36545 | 205/553-8621 |      |
| L518082 | Tasty Chick'n Southeast, LLC            | 720 Highway 78 West, Parkland Shopping Center | Jasper        | AL | 35501 | 310/943-4997 |      |
| D241003 | PMTD Restaurants, LLC                   | 1815 Ashville Road, NE, Highway 411           | Leeds         | AL | 35094 | 770/384-1000 |      |
| J466005 | Champion Restaurants - Fiesta, LLC      | 75835 Highway 77                              | Lincoln       | AL | 35096 | 770/578-8749 | **** |
| G135440 | FQSR, LLC (dba KBP Foods)               | 8966 Madison Boulevard                        | Madison       | AL | 35758 | 913/428-3636 |      |
| G135454 | FQSR, LLC (dba KBP Foods)               | 7874 Highway 72 West                          | Madison       | AL | 35758 | 913/428-3636 |      |
| J310063 | Jack Marshall Foods, Inc.               | 21363 Highway 11, North                       | McCalla       | AL | 35111 | 205/553-8621 |      |
| G135455 | FQSR, LLC (dba KBP Foods)               | 12276 U.S. Highway 231                        | Meridianville | AL | 35759 | 913/428-3636 | **** |
| D241021 | PMTD Restaurants, LLC                   | 3226 Alabama Highway 14                       | Millbrook     | AL | 36054 | 770/384-1000 |      |
| J718318 | JRN, Inc.                               | 5437 Highway 90, W.                           | Mobile        | AL | 36619 | 931/490-4765 |      |
| J718192 | JRN, Inc.                               | 5109 Moffat Rd.                               | Mobile        | AL | 36618 | 931/490-4765 |      |
| J718195 | JRN, Inc.                               | 2850 Springhill Ave.                          | Mobile        | AL | 36607 | 931/490-4765 |      |
| J310068 | Jack Marshall Foods, Inc.               | 950 Main Street                               | Montevallo    | AL | 35115 | 205/553-8621 |      |
| H121001 | Tacala, LLC                             | 917 W. South Boulevard                        | Montgomery    | AL | 36105 | 205/443-9600 |      |
| J718310 | JRN, Inc.                               | 6808 Atlanta Highway                          | Montgomery    | AL | 36117 | 931/490-4765 |      |
| J718311 | JRN, Inc.                               | 2687 Zelda Road                               | Montgomery    | AL | 36107 | 931/490-4765 |      |
| J718308 | JRN, Inc.                               | 2528 Eastern Boulevard                        | Montgomery    | AL | 36117 | 931/490-4765 |      |
| L518097 | Tasty Chick'n Southeast, LLC            | 11884 Highway 157                             | Moulton       | AL | 35650 | 310/943-4997 |      |
| D040002 | Kentucky Fried Chicken of Colbert, Inc. | 1910 Woodward Avenue                          | Muscle Shoals | AL | 35661 | 256/381-5755 |      |
| J310018 | Jack Marshall Foods, Inc.               | 1901 32nd Street                              | Northport     | AL | 35476 | 205/553-8621 |      |
| J310067 | Jack Marshall Foods, Inc.               | 910 East Second Avenue                        | Oneonta       | AL | 35121 | 205/553-8621 |      |
| J310017 | Jack Marshall Foods, Inc.               | 101 Sixth Street, North                       | Opelika       | AL | 36801 | 205/553-8621 |      |
| E121015 | F & F Food Service, Inc.                | 2024 U. S. Highway 78 East                    | Oxford        | AL | 36203 | 770/650-2901 |      |
| G135453 | FQSR, LLC (dba KBP Foods)               | 630 Cahaba Valley Road                        | Pelham        | AL | 35124 | 913/428-3636 |      |
| J091001 | Pell City Kentucky Fried Chicken, Inc.  | 703 23rd St N                                 | Pell City     | AL | 35125 | 205/338-3221 |      |
| J718304 | JRN, Inc.                               | 601 13th Street                               | Phenix City   | AL | 36867 | 931/490-4765 |      |
| J718303 | JRN, Inc.                               | 1802 Stadium Drive                            | Phenix City   | AL | 36867 | 931/490-4765 |      |
| J466004 | Champion Restaurants - Fiesta, LLC      | 206 Highway 278 Bypass East                   | Piedmont      | AL | 36272 | 770/578-8749 | **** |
| J718307 | JRN, Inc.                               | 1913 Cobbs Ford Road                          | Prattville    | AL | 36066 | 931/490-4765 |      |
| L518096 | Tasty Chick'n Southeast, LLC            | 15045 Highway 43                              | Russellville  | AL | 35653 | 310/943-4997 |      |
| J718194 | JRN, Inc.                               | 815 Highway 43 S.                             | Saraland      | AL | 36571 | 931/490-4765 |      |
| G135439 | FQSR, LLC (dba KBP Foods)               | 23115 John T. Reid Parkway                    | Scottsboro    | AL | 35768 | 913/428-3636 |      |
| J545001 | Selma Kentucky Fried Chicken, Inc.      | 1326 Highland Avenue                          | Selma         | AL | 36701 | 334/872-7513 |      |
| D241024 | PMTD Restaurants, LLC                   | 1204 Talladega Highway                        | Sylacauga     | AL | 35150 | 770/384-1000 |      |
| D241002 | PMTD Restaurants, LLC                   | 219 Haynes Street                             | Talladega     | AL | 35160 | 770/384-1000 |      |
| J310054 | Jack Marshall Foods, Inc.               | 32475 Highway 43, SW                          | Thomasville   | AL | 36784 | 205/553-8621 |      |
| J718322 | JRN, Inc.                               | 101 Highway 231 North                         | Troy          | AL | 36081 | 931/490-4765 |      |

KFC US, LLC

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|         |  |  |                   |    |       |              |      |
|---------|--|--|-------------------|----|-------|--------------|------|
| J310050 | Jack Marshall Foods, Inc.              | 1101 Lurleen Wallace Boulevard, South              | Tuscaloosa        | AL | 35401 | 205/553-8621 |      |
| J310022 | Jack Marshall Foods, Inc.              | 1111 Skyland Boulevard                             | Tuscaloosa        | AL | 35405 | 205/553-8621 |      |
| D241004 | PMTD Restaurants, LLC                  | 3006 20th Avenue                                   | Valley            | AL | 36854 | 770/384-1000 |      |
| D241020 | PMTD Restaurants, LLC                  | 5278 U. S. Highway 231                             | Wetumpka          | AL | 36092 | 770/384-1000 |      |
| G135563 | FQSR, LLC (dba KBP Foods)              | 469 Highway 71, N.                                 | Alma              | AR | 72921 | 913/428-3636 |      |
| C029031 | Franchise Management Investors US, LLC | 1311 St. Louis Street                              | Batesville        | AR | 72501 | 506/323-1878 |      |
| E150009 | Kentucky Fried Chicken of Benton, Inc. | 522 N. East Street                                 | Benton            | AR | 72015 | 501/778-4343 |      |
| G135737 | FQSR, LLC (dba KBP Foods)              | 1618 E Centerton Blvd.                             | Bentonville       | AR | 72712 | 913/428-3636 |      |
| G135574 | FQSR, LLC (dba KBP Foods)              | 901 N. Walton Boulevard                            | Bentonville       | AR | 72712 | 913/428-3636 |      |
| C029016 | Franchise Management Investors US, LLC | 930 West Trimble                                   | Berryville        | AR | 72616 | 506/323-1878 |      |
| C029022 | Franchise Management Investors US, LLC | 901 North 6th Street                               | Blytheville       | AR | 72315 | 506/323-1878 |      |
| G135604 | FQSR, LLC (dba KBP Foods)              | 711 E. Main  | Booneville        | AR | 72927 | 913/428-3636 | **** |
| C029033 | Franchise Management Investors US, LLC | 2007 North Main                                    | Brinkley          | AR | 72021 | 506/323-1878 | **** |
| G135851 | FQSR, LLC (dba KBP Foods)              | 116 Bryant Avenue                                  | Bryant            | AR | 72022 | 913/428-3636 |      |
| C029032 | Franchise Management Investors US, LLC | 1003 W. Main                                       | Cabot             | AR | 72023 | 506/323-1878 |      |
| G135405 | FQSR, LLC (dba KBP Foods)              | 1440 U.S. Highway 278 West                         | Camden            | AR | 71701 | 913/428-3636 |      |
| C029038 | Franchise Management Investors US, LLC | 1240 South Rogers                                  | Clarksville       | AR | 72830 | 506/323-1878 |      |
| C029017 | Franchise Management Investors US, LLC | 1333 Highway 65 S.                                 | Clinton           | AR | 72031 | 506/323-1878 | **   |
| C029036 | Franchise Management Investors US, LLC | 2670 Donaghey Street                               | Conway            | AR | 72032 | 506/323-1878 |      |
| C029034 | Franchise Management Investors US, LLC | 201 First Street                                   | Crossett          | AR | 71635 | 506/323-1878 |      |
| L518052 | Tasty Chick'n Southeast, LLC           | 603 E. Collin Raye Drive                           | De Queen          | AR | 71832 | 310/943-4997 |      |
| G135704 | FQSR, LLC (dba KBP Foods)              | 433 W. Hillsboro Street                            | El Dorado         | AR | 71730 | 913/428-3636 |      |
| G135572 | FQSR, LLC (dba KBP Foods)              | 1882 W. Martin Luther King Jr. Boulevard           | Fayetteville      | AR | 72701 | 913/428-3636 |      |
| L518085 | Tasty Chick'n Southeast, LLC           | 2700 N. Washington Street                          | Forrest City      | AR | 72335 | 310/943-4997 |      |
| G135564 | FQSR, LLC (dba KBP Foods)              | 1601 Highway 71                                    | Fort Smith        | AR | 72901 | 913/428-3636 |      |
| G135565 | FQSR, LLC (dba KBP Foods)              | 4207 Grand Avenue                                  | Fort Smith        | AR | 72904 | 913/428-3636 |      |
| C029075 | Franchise Management Investors US, LLC | 1424 Highway 65 N                                  | Harrison          | AR | 72601 | 506/323-1878 |      |
| C029027 | Franchise Management Investors US, LLC | 1715 Highway 25, N.                                | Heber Springs     | AR | 72543 | 506/323-1878 |      |
| L518007 | Tasty Chick'n Southeast, LLC           | 2291 Highway 62 412                                | Highland          | AR | 72542 | 310/943-4997 | **** |
| L518049 | Tasty Chick'n Southeast, LLC           | 2017 North Hazel                                   | Hope              | AR | 71801 | 310/943-4997 |      |
| G135570 | FQSR, LLC (dba KBP Foods)              | 4010 Central Avenue                                | Hot Springs       | AR | 71913 | 913/428-3636 |      |
| L518001 | Tasty Chick'n Southeast, LLC           | 133 Southwest Drive                                | Jonesboro         | AR | 72401 | 310/943-4997 | **** |
| L518053 | Tasty Chick'n Southeast, LLC           | 2003 West Parker Road                              | Jonesboro         | AR | 72404 | 310/943-4997 | **** |
| L518088 | Tasty Chick'n Southeast, LLC           | 2020 South Caraway Road                            | Jonesboro         | AR | 72401 | 310/943-4997 |      |
| J625202 | Ampex Brands Burleson, LLC             | 100 Markham Park Drive                             | Little Rock       | AR | 72211 | 469/917-3800 |      |
| J625271 | Ampex Brands Burleson, LLC             | 8220 Geyer Springs Road                            | Little Rock       | AR | 72209 | 469/917-3800 |      |
| C029021 | Franchise Management Investors US, LLC | 1690 N. Center Street                              | Lonoke            | AR | 72086 | 506/323-1878 | **** |
| C029037 | Franchise Management Investors US, LLC | 20704 Highway 365 North                            | Maumelle          | AR | 72113 | 506/323-1878 |      |
| L518050 | Tasty Chick'n Southeast, LLC           | 403 Highway 71 N                                   | Mena              | AR | 71953 | 310/943-4997 | **** |
| L518089 | Tasty Chick'n Southeast, LLC           | 315 Highway 62 East, College Plaza Shopping Center | Mountain Home     | AR | 72653 | 310/943-4997 |      |
| C029019 | Franchise Management Investors US, LLC | 105 Sylamore Ave.                                  | Mountain View     | AR | 72560 | 506/323-1878 |      |
| L518051 | Tasty Chick'n Southeast, LLC           | 320 S. Main Street                                 | Nashville         | AR | 71852 | 310/943-4997 |      |
| G135569 | FQSR, LLC (dba KBP Foods)              | 4400 Camp Robinson                                 | North Little Rock | AR | 72118 | 913/428-3636 |      |

KFC US, LLC

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|         |  |                              |                  |    |       |              |      |
|---------|--|------------------------------|------------------|----|-------|--------------|------|
| L518083 | Tasty Chick'n Southeast, LLC           | 1001 W. Keiser               | Osceola          | AR | 72370 | 310/943-4997 | **** |
| C029029 | Franchise Management Investors US, LLC | 2401 W. Kings Highway        | Paragould        | AR | 72450 | 506/323-1878 |      |
| G135566 | FQSR, LLC (dba KBP Foods)              | 2707 West 28th               | Pine Bluff       | AR | 71603 | 913/428-3636 |      |
| G135571 | FQSR, LLC (dba KBP Foods)              | 3002 Pines Mall Drive        | Pine Bluff       | AR | 71601 | 913/428-3636 |      |
| L518006 | Tasty Chick'n Southeast, LLC           | 1052 Highway 62 West         | Pocahontas       | AR | 72455 | 310/943-4997 |      |
| G135575 | FQSR, LLC (dba KBP Foods)              | 507 S. Eighth Street         | Rogers           | AR | 72756 | 913/428-3636 |      |
| C029039 | Franchise Management Investors US, LLC | 720 N. Arkansas Avenue       | Russellville     | AR | 72801 | 506/323-1878 |      |
| C029026 | Franchise Management Investors US, LLC | 2504 E. Race Street          | Searcy           | AR | 72143 | 506/323-1878 |      |
| G135573 | FQSR, LLC (dba KBP Foods)              | 1115 U.S. Highway 412 W.     | Siloam Springs   | AR | 72761 | 913/428-3636 |      |
| C029023 | Franchise Management Investors US, LLC | 600 South Thompson Street    | Springdale       | AR | 72764 | 506/323-1878 |      |
| C029077 | Franchise Management Investors US, LLC | 5660 West Sunset Avenue      | Springdale       | AR | 72762 | 506/323-1878 |      |
| G135396 | FQSR, LLC (dba KBP Foods)              | 4010 North State Line Road   | Texarkana        | AR | 71854 | 913/428-3636 |      |
| L518084 | Tasty Chick'n Southeast, LLC           | 504 Hwy. 63 & Speedway       | Trumann          | AR | 72472 | 310/943-4997 | **** |
| L518005 | Tasty Chick'n Southeast, LLC           | 401 N.W. 4th Street          | Walnut Ridge     | AR | 72476 | 310/943-4997 |      |
| L518086 | Tasty Chick'n Southeast, LLC           | 789 N. Sebastian             | West Helena      | AR | 72390 | 310/943-4997 |      |
| L518012 | Tasty Chick'n Southeast, LLC           | 900 Martin Luther King Dr.   | West Memphis     | AR | 72301 | 310/943-4997 | **** |
| L518011 | Tasty Chick'n Southeast, LLC           | 400 N. Missouri St.          | West Memphis     | AR | 72301 | 310/943-4997 |      |
| L518087 | Tasty Chick'n Southeast, LLC           | 1913 N. Falls                | Wynne            | AR | 72396 | 310/943-4997 | **** |
| D212047 | SWT Arizona Investments, LLC           | 3051 W Apache Trail          | Apache Junction  | AZ | 85120 | 281/569-4640 |      |
| D212054 | SWT Arizona Investments, LLC           | 1470 N Dysart Rd             | Avondale         | AZ | 85323 | 281/569-4640 |      |
| D212121 | SWT Arizona Investments, LLC           | 650 South Highway 90         | Benson           | AZ | 85602 | 281/569-4640 | **** |
| D212061 | SWT Arizona Investments, LLC           | 682 S. Watson Rd.            | Buckeye          | AZ | 85326 | 281/569-4640 |      |
| C750164 | Argonaut Food Partners, LLC            | 2350 Miracle Mile, Suite 550 | Bullhead City    | AZ | 86442 | 541/273-4639 |      |
| D212119 | SWT Arizona Investments, LLC           | 618 E. Florence              | Casa Grande      | AZ | 85122 | 281/569-4640 |      |
| E003026 | Vista Foods, Inc.                      | 1147 N Hwy 89                | Chino Valley     | AZ | 86323 | 928/681-3344 | **** |
| D305002 | Anred, Inc.                            | 1505 N. Arizona Boulevard    | Coolidge         | AZ | 85128 | 602/762-7703 | **** |
| E003036 | Vista Foods, Inc.                      | 970 S. Main                  | Cottonwood       | AZ | 86326 | 928/681-3344 |      |
| D212082 | SWT Arizona Investments, LLC           | 2453 South Gilbert Road      | Gilbert          | AZ | 85295 | 281/569-4640 |      |
| D212038 | SWT Arizona Investments, LLC           | 4338 W Glendale Ave          | Glendale         | AZ | 85301 | 281/569-4640 |      |
| D212130 | SWT Arizona Investments, LLC           | 16980 W. Yuma Road           | Goodyear         | AZ | 85338 | 281/569-4640 |      |
| J004002 | Mohammad S. Jubapa                     | 280 W. Continental Road      | Green Valley     | AZ | 85622 | 928/772-8678 |      |
| K201001 | Loky Inc.                              | 3350 N. Stockton Hill        | Kingman          | AZ | 86409 | 928/279-6819 |      |
| K201006 | Kyle Ogden                             | 195 North Lake Havasu Avenue | Lake Havasu City | AZ | 86403 | 928/279-6819 |      |
| D212118 | SWT Arizona Investments, LLC           | 5145 W. Baseline Road        | Laveen           | AZ | 85339 | 281/569-4640 |      |
| D212075 | SWT Arizona Investments, LLC           | 13006 W Indian School Road   | Litchfield Park  | AZ | 85340 | 281/569-4640 |      |
| D212124 | SWT Arizona Investments, LLC           | 21566 N. John Wayne Parkway  | Maricopa         | AZ | 85139 | 281/569-4640 | **   |
| D212046 | SWT Arizona Investments, LLC           | 2757 E Main St               | Mesa             | AZ | 85213 | 281/569-4640 |      |
| D212133 | SWT Arizona Investments, LLC           | 239 N Power Rd               | Mesa             | AZ | 85207 | 281/569-4640 |      |
| D212059 | SWT Arizona Investments, LLC           | 10720 E Baseline Road        | Mesa             | AZ | 85209 | 281/569-4640 |      |
| D212052 | SWT Arizona Investments, LLC           | 2210 E Baseline Rd           | Mesa             | AZ | 85204 | 281/569-4640 |      |
| D212071 | SWT Arizona Investments, LLC           | 420 North Alma School Rd     | Mesa             | AZ | 85201 | 281/569-4640 |      |
| D212045 | SWT Arizona Investments, LLC           | 1950 W Baseline Rd           | Mesa             | AZ | 85202 | 281/569-4640 |      |
| C750053 | Argonaut Food Partners, LLC            | 360 W. Mariposa Road         | Nogales          | AZ | 85621 | 541/273-4639 |      |
| E003039 | Vista Foods, Inc.                      | 1004 Haul Road               | Page             | AZ | 86040 | 928/681-3344 |      |

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| D212050 | SWT Arizona Investments, LLC       | 6765 W Peoria Ave             | Peoria          | AZ | 85345 | 281/569-4640 |      |
| D212074 | SWT Arizona Investments, LLC       | 9251 W Union Hills Dr         | Peoria          | AZ | 85382 | 281/569-4640 | **** |
| D212076 | SWT Arizona Investments, LLC       | 1749 W. Bethany Home Rd.      | Phoenix         | AZ | 85015 | 281/569-4640 |      |
| D212037 | SWT Arizona Investments, LLC       | 3702 E Thomas Rd              | Phoenix         | AZ | 85018 | 281/569-4640 |      |
| D212067 | SWT Arizona Investments, LLC       | 4050 East Bell Road           | Phoenix         | AZ | 85032 | 281/569-4640 |      |
| D212043 | SWT Arizona Investments, LLC       | 20 E Baseline Road            | Phoenix         | AZ | 85042 | 281/569-4640 |      |
| D212044 | SWT Arizona Investments, LLC       | 2902 N 7th Ave                | Phoenix         | AZ | 85013 | 281/569-4640 |      |
| D212049 | SWT Arizona Investments, LLC       | 1843 West Union Hills Dr.     | Phoenix         | AZ | 85027 | 281/569-4640 |      |
| D212055 | SWT Arizona Investments, LLC       | 1525 N 43rd Ave               | Phoenix         | AZ | 85009 | 281/569-4640 |      |
| D212051 | SWT Arizona Investments, LLC       | 7634 W Indian School Rd       | Phoenix         | AZ | 85033 | 281/569-4640 |      |
| D212040 | SWT Arizona Investments, LLC       | 3550 W Thunderbird Rd         | Phoenix         | AZ | 85053 | 281/569-4640 |      |
| E003024 | Vista Foods, Inc.                  | 547 Miller Valley Road        | Prescott        | AZ | 86301 | 928/681-3344 |      |
| J004001 | Mohammad S. Jubapa                 | 7860 E. Highway 69            | Prescott Valley | AZ | 86314 | 928/772-8678 |      |
| D212062 | SWT Arizona Investments, LLC       | 57 W. Combs Road              | Queen Creek     | AZ | 85140 | 281/569-4640 |      |
| C750127 | Argonaut Food Partners, LLC        | 1817 Thatcher Boulevard       | Safford         | AZ | 85546 | 541/273-4639 |      |
| D212039 | SWT Arizona Investments, LLC       | 8050 E Indian School Rd       | Scottsdale      | AZ | 85251 | 281/569-4640 |      |
| C750043 | Argonaut Food Partners, LLC        | 180 N. White Mountain Road    | Show Low        | AZ | 85901 | 541/273-4639 |      |
| D212120 | SWT Arizona Investments, LLC       | 1060 Fry Boulevard            | Sierra Vista    | AZ | 85635 | 281/569-4640 |      |
| D212065 | SWT Arizona Investments, LLC       | 10661 Grand Avenue            | Sun City        | AZ | 85351 | 281/569-4640 | **** |
| D212131 | SWT Arizona Investments, LLC       | 15154 N. Cotton Lane          | Surprise        | AZ | 85388 | 281/569-4640 |      |
| D212056 | SWT Arizona Investments, LLC       | 12621 W Bell Rd               | Surprise        | AZ | 85378 | 281/569-4640 |      |
| D212048 | SWT Arizona Investments, LLC       | 705 W Baseline Rd             | Tempe           | AZ | 85283 | 281/569-4640 |      |
| D528001 | CBR Tuba City, Inc.                | Maloney And Spur              | Tuba City       | AZ | 86045 | 505/863-3155 |      |
| D212081 | SWT Arizona Investments, LLC       | 8270 N. Cortaro Road          | Tucson          | AZ | 85743 | 281/569-4640 |      |
| D212115 | SWT Arizona Investments, LLC       | 7245 E. Golf Links Road       | Tucson          | AZ | 85730 | 281/569-4640 |      |
| D212058 | SWT Arizona Investments, LLC       | 2970 W Valencia Rd            | Tucson          | AZ | 85746 | 281/569-4640 |      |
| D212132 | SWT Arizona Investments, LLC       | 2985 South Kino Parkway       | Tucson          | AZ | 85713 | 281/569-4640 |      |
| D212070 | SWT Arizona Investments, LLC       | 7901 N. Oracle Hwy            | Tucson          | AZ | 85704 | 281/569-4640 |      |
| E003025 | Vista Foods, Inc.                  | 800 N. Grand Canyon Boulevard | Williams        | AZ | 86046 | 928/681-3344 | **** |
| K584006 | Noble Pursuit, LLC                 | 848 East 32nd Street          | Yuma            | AZ | 85365 | 612/644-6092 |      |
| K584005 | Noble Pursuit, LLC                 | 1950 Fourth Avenue            | Yuma            | AZ | 85364 | 612/644-6092 |      |
| K584007 | Noble Pursuit, LLC                 | 11183 S. Frontage Drive       | Yuma            | AZ | 85367 | 612/644-6092 | *    |
| K312078 | RBD California Restaurants Limited | 14258 Highway 395             | Adelanto        | CA | 92301 | 714/491-2456 |      |
| E720054 | Harman Management Corporation      | 2424 Encinal Avenue           | Alameda         | CA | 94501 | 801/313-8000 |      |
| D016019 | E.M. Thomas Management, Inc.       | 1425 South New                | Alhambra        | CA | 91801 | 909/496-3273 |      |
| D016014 | Cric Pro Corp                      | 5005 E. Willows Road          | Alpine          | CA | 91901 | 909/496-3273 |      |
| C301030 | FLEW THE COOP, INC.                | 131 W. Ball Rd.               | Anaheim         | CA | 92805 | 831/684-0887 |      |
| K312028 | RBD California Restaurants Limited | 299 S. Euclid St.             | Anaheim         | CA | 92802 | 714/491-2456 |      |
| K312068 | RBD California Restaurants Limited | 100 S. Magnolia Ave.          | Anaheim         | CA | 92804 | 714/491-2456 |      |
| C301027 | FLEW THE COOP, INC.                | 2026 E. Lincoln Ave.          | Anaheim         | CA | 92806 | 831/684-0887 |      |
| E720367 | Harman Management Corporation      | 8101 Watt Avenue              | Antelope        | CA | 95843 | 801/313-8000 | *    |
| E720060 | Harman Management Corporation      | 2751 Hillcrest Avenue         | Antioch         | CA | 94509 | 801/313-8000 |      |
| K270001 | T.G.G., Inc.                       | 18447 Highway 18              | Apple Valley    | CA | 92307 | 760/241-1304 |      |
| H730105 | Kazi Foods, Inc.                   | 849 South Baldwin             | Arcadia         | CA | 91007 | 818/540-5497 | **** |

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| C750176 | Argonaut California Ventures, Inc.       | 1395 Atwater Boulevard     | Atwater        | CA | 95301 | 541/273-4639 |      |
| C072006 | Venquest Investments and Properties LLC  | 2400 Grass Valley Highway  | Auburn         | CA | 95603 | 408/827-1892 |      |
| C750070 | Argonaut California Ventures, Inc.       | 6320 White Ln.             | Bakersfield    | CA | 93309 | 541/273-4639 |      |
| C750134 | Argonaut California Ventures, Inc.       | 11935 Rosedale Hwy         | Bakersfield    | CA | 93312 | 541/273-4639 |      |
| C750089 | Argonaut California Ventures, Inc.       | 2674 Mount Vernon Avenue   | Bakersfield    | CA | 93305 | 541/273-4639 |      |
| C750083 | Argonaut California Ventures, Inc.       | 3011 Brundage Ln.          | Bakersfield    | CA | 93304 | 541/273-4639 |      |
| D011020 | Herb & Kaur Inc.                         | 14200 Ramona Boulevard     | Baldwin Park   | CA | 91706 | 714/968-4200 |      |
| K312033 | RBD California Restaurants Limited       | 1930 West Ramsey Street    | Banning        | CA | 92220 | 714/491-2456 |      |
| K312073 | RBD California Restaurants Limited       | 110 Coolwater Lane         | Barstow        | CA | 92311 | 714/491-2456 |      |
| K710004 | Kentucky Fried Chicken of Polly's, Inc.  | 5735 Florence              | Bell Gardens   | CA | 90201 | 714/459-0041 |      |
| K312047 | RBD California Restaurants Limited       | 41800 Washington St        | Bermuda Dunes  | CA | 92203 | 714/491-2456 |      |
| L246001 | Friends Fast Food, Inc.                  | 1006 North Main Street     | Bishop         | CA | 93514 | 916 6887490  |      |
| C191015 | Marble USA Inc.                          | 5080 Bonita Road           | Bonita         | CA | 91902 | 780/462-5755 |      |
| K584003 | Noble Pursuit, LLC                       | 215 West Main              | Brawley        | CA | 92227 | 612/644-6092 |      |
| E720347 | Harman Management Corporation            | 7810 Brentwood Boulevard   | Brentwood      | CA | 94513 | 801/313-8000 | *    |
| J283003 | ELITE COLONEL'S CONCEPTS, INC.           | 6851 Beach Blvd.           | Buena Park     | CA | 90621 | 714/396-3944 |      |
| H730112 | Kazi Foods, Inc.                         | 3530 W. Victory Blvd.      | Burbank        | CA | 91505 | 818/540-5497 |      |
| K584002 | Noble Pursuit, LLC                       | 213 East Cole Road         | Calexico       | CA | 92231 | 612/644-6092 |      |
| K312012 | RBD California Restaurants Limited       | 2350 Las Posas Road        | Camarillo      | CA | 93010 | 714/491-2456 |      |
| C072005 | Venquest Investments and Properties LLC  | 3959 Cameron Park Drive    | Cameron Park   | CA | 95682 | 408/827-1892 |      |
| E720159 | Harman Management Corporation            | 1805 Winchester Road       | Campbell       | CA | 95008 | 801/313-8000 |      |
| H730006 | Zubair M. Kazi                           | 21930 Sherman Way          | Canoga Park    | CA | 91303 | 818/540-5497 |      |
| D271006 | Diaz Group LLC                           | 20101 Sherman Way          | Canoga Park    | CA | 91306 | 323/465-3058 |      |
| K312021 | RBD California Restaurants Limited       | 19307 Soledad Canyon Rd    | Canyon Country | CA | 91351 | 714/491-2456 |      |
| J681004 | Baker Management Group, Inc.             | 2120 41st Avenue           | Capitola       | CA | 95010 | 831/385-6921 | *    |
| D742010 | Fried with Pride, Inc.                   | 745 Carlsbad Village Drive | Carlsbad       | CA | 92008 | 831/334-2212 | **** |
| D016009 | E.M. Thomas Management, Inc.             | 18401 S. Avalon Blvd.      | Carson         | CA | 90746 | 909/496-3273 |      |
| F330004 | Surtico, Inc.                            | 545 East Sepulveda         | Carson         | CA | 90745 | 310/373-1222 |      |
| K312010 | RBD California Restaurants Limited       | 619 W Carson Street        | Carson         | CA | 90745 | 714/491-2456 |      |
| E720279 | Harman Management Corporation            | 3625 Castro Valley Blvd.   | Castro Valley  | CA | 94546 | 801/313-8000 |      |
| K312045 | RBD California Restaurants Limited       | 32120 Date Palm Drive      | Cathedral City | CA | 92234 | 714/491-2456 |      |
| E720211 | Harman Management Corporation            | 2040 Whitmore Avenue       | Ceres          | CA | 95307 | 801/313-8000 |      |
| E720422 | Harman Management Corporation            | 1467 Mitchell Rd.          | Ceres          | CA | 95351 | 801/313-8000 | *    |
| C750064 | Argonaut California Ventures, Inc.       | 1980 E. 20th Street        | Chico          | CA | 95928 | 541/273-4639 |      |
| D011018 | Herb & Kaur Inc.                         | 12862 Central Avenue       | Chino          | CA | 91710 | 714/968-4200 |      |
| D011009 | Satwinder, Singh                         | 4135 Chino Hills Parkway   | Chino Hills    | CA | 91709 | 714/968-4200 |      |
| J226001 | Nacnud, Inc.                             | 1105 E Robertson Blvd      | Chowchilla     | CA | 93610 | 209/552-0175 | **** |
| C191023 | Marble USA Inc.                          | 461 3rd Ave                | Chula Vista    | CA | 91910 | 780/462-5755 |      |
| C191030 | Marble USA Inc.                          | 1327 Broadway              | Chula Vista    | CA | 91911 | 780/462-5755 |      |
| C191012 | Marble USA Inc.                          | 1361 Medical Center Drive  | Chula Vista    | CA | 91911 | 780/462-5755 |      |
| E720167 | Harman Management Corporation            | 7098 Auburn Boulevard      | Citrus Heights | CA | 95621 | 801/313-8000 | *    |
| D670009 | J. F. Desmond Family Limited Partnership | 198 West Shaw Avenue       | Clovis         | CA | 93612 | 559/226-9200 |      |
| D670022 | J. F. Desmond Family Limited Partnership | 1860 Ashlan Avenue         | Clovis         | CA | 93611 | 559/226-9200 |      |
| K312024 | RBD California Restaurants Limited       | 49950 Harrison St          | Coachella      | CA | 92236 | 714/491-2456 |      |

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| L227001 | Taylor Loesch and Keri Loesch            | 451 E. Elm Avenue            | Coalinga           | CA | 93210 | 831/384-1321 | **** |
| K312064 | RBD California Restaurants Limited       | 792 West Valley Blvd.        | Colton             | CA | 92324 | 714/491-2456 | **** |
| H730271 | Kazi Foods, Inc.                         | 103 North Central Avenue     | Compton            | CA | 90220 | 818/540-5497 |      |
| K312044 | RBD California Restaurants Limited       | 221 South Long Beach Blvd.   | Compton            | CA | 90221 | 714/491-2456 |      |
| E720287 | Harman Management Corporation            | 4660 Clayton Road            | Concord            | CA | 94521 | 801/313-8000 | *    |
| K312055 | RBD California Restaurants Limited       | 1300 E. Ontario Avenue       | Corona             | CA | 92881 | 714/491-2456 | **** |
| K312067 | RBD California Restaurants Limited       | 1151 W 6th St                | Corona             | CA | 92882 | 714/491-2456 |      |
| C191021 | Marble USA Inc.                          | 100 B Ave                    | Coronado           | CA | 92118 | 780/462-5755 | **** |
| D011003 | Satwinder, Singh                         | 465 E 17th St                | Costa Mesa         | CA | 92627 | 714/968-4200 |      |
| D011008 | Satwinder, Singh                         | 1057 N. Grand Avenue         | Covina             | CA | 91724 | 714/968-4200 |      |
| K710003 | Kentucky Fried Chicken of Polly's, Inc.  | 9041 Valley View Street      | Cypress            | CA | 90630 | 714/459-0041 |      |
| E720354 | Harman Management Corporation            | 287 Westmoor Ave             | Daly City          | CA | 94015 | 801/313-8000 | **** |
| E720028 | Harman Management Corporation            | 7199 Mission Street          | Daly City          | CA | 94014 | 801/313-8000 |      |
| E720032 | Harman Management Corporation            | 2815 Geneva Avenue           | Daly City          | CA | 94014 | 801/313-8000 | **** |
| E720089 | Harman Management Corporation            | 1617 Research Park Dr.       | Davis              | CA | 95616 | 801/313-8000 |      |
| D412003 | Joint Heirs Food Corporation             | 812 Cecil Avenue             | Delano             | CA | 93215 | 661/725-4155 |      |
| K312083 | RBD California Restaurants Limited       | 13947 Palm Drive             | Desert Hot Springs | CA | 92240 | 714/491-2456 |      |
| D236001 | Shahid Chaudhry and Mahmood Qadri        | 542 N. Diamond Bar Blvd.     | Diamond Bar        | CA | 91765 | 714/680-3287 |      |
| C311002 | Manuel Galhandro and Diana Galhandro     | 333 Monte Vista Drive        | Dinuba             | CA | 93618 | 559/707-1779 | **   |
| K710001 | Kentucky Fried Chicken of Polly's, Inc.  | 7865 East Florence Avenue    | Downey             | CA | 90240 | 714/459-0041 |      |
| D016017 | E.M. Thomas Management, Inc.             | 1128 East Huntington Drive   | Duarte             | CA | 91010 | 909/496-3273 |      |
| E720274 | Harman Management Corporation            | 6797 Village Parkway         | Dublin             | CA | 94568 | 801/313-8000 | *    |
| C191010 | Marble USA Inc.                          | 2949 Jamacha Road            | El Cajon           | CA | 92019 | 780/462-5755 |      |
| C191026 | Marble USA Inc.                          | 555 N 2nd St                 | El Cajon           | CA | 92021 | 780/462-5755 |      |
| C191020 | Marble USA Inc.                          | 724 Fletcher Pky             | El Cajon           | CA | 92020 | 780/462-5755 |      |
| K584004 | Noble Pursuit, LLC                       | 1775 South Imperial          | El Centro          | CA | 92243 | 612/644-6092 |      |
| D271003 | DIAZ MANAGEMENT INC                      | 3814 North Peck Road         | El Monte           | CA | 91732 | 323/465-3058 |      |
| E720339 | Harman Management Corporation            | 8579 Elk Grove Boulevard     | Elk Grove          | CA | 95624 | 801/313-8000 |      |
| E720439 | Harman Management Corporation            | 2330 Longport Court          | Elk Grove          | CA | 95758 | 801/313-8000 | *    |
| E720063 | Harman Management Corporation            | 4501 San Pablo Avenue        | Emeryville         | CA | 94608 | 801/313-8000 |      |
| D742004 | Fried with Pride, Inc.                   | 639 N. Broadway              | Escondido          | CA | 92025 | 831/334-2212 |      |
| D742007 | Fried with Pride, Inc.                   | 2429 East Valley Parkway     | Escondido          | CA | 92027 | 831/334-2212 |      |
| C750131 | Argonaut California Ventures, Inc.       | 2245 Broadway                | Eureka             | CA | 95501 | 541/273-4639 |      |
| E720505 | Harman Management Corporation            | 2263 N. Texas Street         | Fairfield          | CA | 94533 | 801/313-8000 | **   |
| K584001 | Noble Pursuit, LLC                       | 1077 S Mission Rd            | Fallbrook          | CA | 92028 | 612/644-6092 |      |
| E720448 | Harman Management Corporation            | 2535 Iron Point Road         | Folsom             | CA | 95630 | 801/313-8000 | *    |
| K312020 | RBD California Restaurants Limited       | 9758 Sierra Ave              | Fontana            | CA | 92335 | 714/491-2456 |      |
| K312037 | RBD California Restaurants Limited       | 14570 Baseline Avenue        | Fontana            | CA | 92336 | 714/491-2456 |      |
| D011001 | Satwinder, Singh                         | 17239 Brookhurst Street      | Fountain Valley    | CA | 92708 | 714/968-4200 |      |
| E720308 | Harman Management Corporation            | 190 Francisco Lane           | Fremont            | CA | 94539 | 801/313-8000 |      |
| E720503 | Harman Management Corporation            | 37123 Fremont Boulevard      | Fremont            | CA | 94536 | 801/313-8000 | *    |
| E720281 | Harman Management Corporation            | 4961 Mowry Avenue            | Fremont            | CA | 94538 | 801/313-8000 |      |
| D670013 | J. F. Desmond Family Limited Partnership | 4909 East Mckinley Avenue    | Fresno             | CA | 93727 | 559/226-9200 |      |
| D670014 | J. F. Desmond Family Limited Partnership | 2031 North Blackstone Avenue | Fresno             | CA | 93703 | 559/226-9200 |      |

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| D670015 | J. F. Desmond Family Limited Partnership | 7152 North Blackstone Avenue | Fresno           | CA | 93650 | 559/226-9200 |      |
| D670017 | J. F. Desmond Family Limited Partnership | 3218 East Jensen             | Fresno           | CA | 93706 | 559/226-9200 |      |
| D670002 | J. F. Desmond Family Limited Partnership | 3846 North West Avenue       | Fresno           | CA | 93705 | 559/226-9200 |      |
| D670007 | J. F. Desmond Family Limited Partnership | 1904 West Olive              | Fresno           | CA | 93728 | 559/226-9200 |      |
| D670021 | J. F. Desmond Family Limited Partnership | 4948 East Kings Canyon       | Fresno           | CA | 93727 | 559/226-9200 |      |
| D670030 | Desmond KFC Limited Partnership          | 5380 W Spruce Ave            | Fresno           | CA | 93722 | 559/226-9200 |      |
| D670016 | J. F. Desmond Family Limited Partnership | 1110 C Street                | Fresno           | CA | 93706 | 559/226-9200 |      |
| D670019 | J. F. Desmond Family Limited Partnership | 4175 West Shaw               | Fresno           | CA | 93722 | 559/226-9200 |      |
| D670012 | J. F. Desmond Family Limited Partnership | 5775 North 1st Street        | Fresno           | CA | 93710 | 559/226-9200 |      |
| C301031 | FLEW THE COOP, INC.                      | 1889 West Malvern Ave.       | Fullerton        | CA | 92833 | 831/684-0887 | **** |
| C301036 | FLEW THE COOP, INC.                      | 150 W. Orangethorpe Ave.     | Fullerton        | CA | 92832 | 831/684-0887 |      |
| E720487 | Harman Management Corporation            | 10350 Twin Cities Road       | Galt             | CA | 95632 | 801/313-8000 |      |
| C301033 | FLEW THE COOP, INC.                      | 8971 Westminster Ave.        | Garden Grove     | CA | 92844 | 831/684-0887 |      |
| K710011 | Kentucky Fried Chicken of Polly's, Inc.  | 1078 Rosecrans Avenue        | Gardena          | CA | 90247 | 714/459-0041 | **   |
| E720187 | Harman Management Corporation            | 8080 Wren Ave.               | Gilroy           | CA | 95020 | 801/313-8000 |      |
| H730108 | Kazi Foods, Inc.                         | 200 N Verdugo Rd.            | Glendale         | CA | 91206 | 818/540-5497 |      |
| D271004 | KFC Maywood LLC                          | 5697 Calle Real              | Goleta           | CA | 93117 | 323/465-3058 |      |
| E720320 | Harman Management Corporation            | 1983 Nevada City Hwy.        | Grass Valley     | CA | 95945 | 801/313-8000 | *    |
| C750065 | Argonaut California Ventures, Inc.       | 412 N. Redington             | Hanford          | CA | 93230 | 541/273-4639 |      |
| K312018 | RBD California Restaurants Limited       | 11523 Hawthorne Blvd.        | Hawthorne        | CA | 90250 | 714/491-2456 | **** |
| E720270 | Harman Management Corporation            | 1299 West Tennyson Road      | Hayward          | CA | 94544 | 801/313-8000 |      |
| E720275 | Harman Management Corporation            | 31077 Mission Boulevard      | Hayward          | CA | 94544 | 801/313-8000 | **** |
| K710015 | Kentucky Fried Chicken of Polly's, Inc.  | 3440 East Florida Avenue     | Hemet            | CA | 92544 | 714/459-0041 |      |
| K710014 | Kentucky Fried Chicken of Polly's, Inc.  | 2890 West Florida Avenue     | Hemet            | CA | 92545 | 714/459-0041 |      |
| K270003 | T.G.G., Inc.                             | 16800 Main Street            | Hesperia         | CA | 92345 | 760/241-1304 |      |
| K312036 | RBD California Restaurants Limited       | 7347 Boulder Avenue          | Highland         | CA | 92346 | 714/491-2456 | **** |
| E720485 | Harman Management Corporation            | 191 McCray Street            | Hollister        | CA | 95023 | 801/313-8000 |      |
| D011010 | Satwinder, Singh                         | 19091 Brookhurst Street      | Huntington Beach | CA | 92646 | 714/968-4200 |      |
| K312058 | RBD California Restaurants Limited       | 8142 Talbert Ave.            | Huntington Beach | CA | 92646 | 714/491-2456 |      |
| D011019 | Herb & Kaur Inc.                         | 6100 Warner Avenue           | Huntington Beach | CA | 92647 | 714/968-4200 |      |
| K312009 | RBD California Restaurants Limited       | 3100 E Gage Ave              | Huntington Park  | CA | 90255 | 714/491-2456 |      |
| C191017 | Marble USA Inc.                          | 1056 13th St                 | Imperial Beach   | CA | 91932 | 780/462-5755 |      |
| K312030 | RBD California Restaurants Limited       | 42750 A Jackson Street       | Indio            | CA | 92203 | 714/491-2456 |      |
| K312022 | RBD California Restaurants Limited       | 81769 US Highway 111         | Indio            | CA | 92201 | 714/491-2456 |      |
| D011017 | Satwinder, Singh                         | 17901 Colima Road            | Industry         | CA | 91748 | 714/968-4200 |      |
| K312059 | RBD California Restaurants Limited       | 2941 West Imperial Hwy.      | Inglewood        | CA | 90303 | 714/491-2456 | **** |
| D011021 | Herb & Kaur Inc.                         | 14705 Jeffrey Rd             | Irvine           | CA | 92618 | 714/968-4200 |      |
| C072003 | Venquest Investments and Properties LLC  | 531 Highway 49               | Jackson          | CA | 95642 | 408/827-1892 |      |
| D670020 | J. F. Desmond Family Limited Partnership | 157 South Madera             | Kerman           | CA | 93630 | 559/226-9200 |      |
| J681005 | Baker Management Group, Inc.             | 1300 Broadway Circle         | King City        | CA | 93930 | 831/385-6921 |      |
| D236002 | Sharif, Inc.                             | 450 North Harbor             | La Habra         | CA | 90631 | 714/680-3287 |      |
| C004002 | GIA Investment Group, LLC                | 13970 Imperial Highway       | La Mirada        | CA | 90638 | 562/500-5940 |      |
| D605001 | Golden Triangle Enterprises, LLC         | 939 North Hacienda Blvd.     | La Puente        | CA | 91744 | 626/272-3206 |      |
| D742001 | Fried with Pride, Inc.                   | 30071 Alicia Parkway         | Laguna Niguel    | CA | 92677 | 831/334-2212 |      |

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| K584008 | Noble Pursuit, LLC                      | 321 Summerhill Drive                   | Lake Elsinore | CA | 92532 | 612/644-6092 |      |
| K584009 | Noble Pursuit, LLC                      | 31257 Riverside Drive                  | Lake Elsinore | CA | 92530 | 612/644-6092 | **** |
| D742003 | Fried with Pride, Inc.                  | 24541 Trabuco Road                     | Lake Forest   | CA | 92630 | 831/334-2212 |      |
| C072001 | Venquest Investments and Properties LLC | 1135 Lakeport Boulevard                | Lakeport      | CA | 95453 | 408/827-1892 |      |
| C191019 | Marble USA Inc.                         | 12061 Woodside Ave                     | Lakeside      | CA | 92040 | 780/462-5755 |      |
| D016006 | E.M. Thomas Management, Inc.            | 4917 Bellflower Blvd.                  | Lakewood      | CA | 90713 | 909/496-3273 |      |
| K312032 | RBD California Restaurants Limited      | 1827 E. Ave. J                         | Lancaster     | CA | 93535 | 714/491-2456 |      |
| K312048 | RBD California Restaurants Limited      | 866 W Avenue I                         | Lancaster     | CA | 93534 | 714/491-2456 |      |
| K312063 | RBD California Restaurants Limited      | 43559 10th Street, West                | Lancaster     | CA | 93534 | 714/491-2456 |      |
| E720407 | Harman Management Corporation           | 150 E. Louise Ave.                     | Lathrop       | CA | 95330 | 801/313-8000 | *    |
| C191029 | Marble USA Inc.                         | 7012 Broadway                          | Lemon Grove   | CA | 91945 | 780/462-5755 |      |
| C750067 | Argonaut California Ventures, Inc.      | 1019 North Lemoore Avenue              | Lemoore       | CA | 93245 | 541/273-4639 |      |
| E720457 | Harman Management Corporation           | 35 Lincoln Blvd.                       | Lincoln       | CA | 95648 | 801/313-8000 | *    |
| E720423 | Harman Management Corporation           | 6061 Northfront Road                   | Livermore     | CA | 94550 | 801/313-8000 | *    |
| 041362  | Kumar Management Corp. II, Inc.         | 18780 N Highway 88                     | Lockeford     | CA | 95237 | 650/312-9934 | **** |
| E720509 | Harman Management Corporation           | 2712 W. Kettleman Lane                 | Lodi          | CA | 95242 | 801/313-8000 |      |
| K312016 | RBD California Restaurants Limited      | 24866 Redlands Blvd.                   | Loma Linda    | CA | 92354 | 714/491-2456 |      |
| K312040 | RBD California Restaurants Limited      | 26715 Western Ave.                     | Lomita        | CA | 90717 | 714/491-2456 | **** |
| C750150 | Argonaut California Ventures, Inc.      | 1401 North H Street                    | Lompoc        | CA | 93436 | 541/273-4639 |      |
| D016012 | E.M. Thomas Management, Inc.            | 2970 Bellflower Boulevard              | Long Beach    | CA | 90815 | 909/496-3273 |      |
| D016016 | E.M. Thomas Management, Inc.            | 4001 East Anaheim Street               | Long Beach    | CA | 90804 | 909/496-3273 |      |
| D236003 | Sharif, Inc.                            | 4528 Atlantic Avenue                   | Long Beach    | CA | 90807 | 714/680-3287 |      |
| D016015 | E.M. Thomas Management, Inc.            | 1601 West Willow Street                | Long Beach    | CA | 90810 | 909/496-3273 |      |
| D016005 | E.M. Thomas Management, Inc.            | 209 E. Pacific Coast Highway           | Long Beach    | CA | 90806 | 909/496-3273 |      |
| K312019 | RBD California Restaurants Limited      | 5720 S. Vermont Avenue                 | Los Angeles   | CA | 90037 | 714/491-2456 |      |
| C004003 | GIA Investment Group, LLC               | 340 North Western Avenue               | Los Angeles   | CA | 90004 | 562/500-5940 |      |
| C004006 | AGI Investment LLC                      | 2809 South Figueroa                    | Los Angeles   | CA | 90007 | 562/500-5940 |      |
| C004010 | Zoom Foods Inc                          | 2801 North Broadway                    | Los Angeles   | CA | 90031 | 562/500-5940 |      |
| D271005 | KFC Maywood LLC                         | 1244 S. La Brea Ave                    | Los Angeles   | CA | 90019 | 323/465-3058 |      |
| D016003 | Salfed Corp. of Los Angeles             | 624 South Lorena                       | Los Angeles   | CA | 90023 | 909/496-3273 |      |
| H730125 | Kazi Foods, Inc.                        | 1601 Crenshaw Blvd.                    | Los Angeles   | CA | 90019 | 818/540-5497 | **** |
| H730126 | Kazi Foods, Inc.                        | 5811 Whittier Blvd.                    | Los Angeles   | CA | 90022 | 818/540-5497 |      |
| H730118 | Kazi Foods, Inc.                        | 11900 Wilshire Blvd                    | Los Angeles   | CA | 90025 | 818/540-5497 |      |
| H730121 | Kazi Foods, Inc.                        | 5130 Obama Blvd.                       | Los Angeles   | CA | 90016 | 818/540-5497 |      |
| H730122 | Kazi Foods, Inc.                        | 10501 W Pico Blvd                      | Los Angeles   | CA | 90064 | 818/540-5497 |      |
| H730124 | Kazi Foods, Inc.                        | 4270 South Central Ave.                | Los Angeles   | CA | 90011 | 818/540-5497 | **** |
| K312008 | RBD California Restaurants Limited      | 8500 Lincoln Blvd                      | Los Angeles   | CA | 90045 | 714/491-2456 | **** |
| K312001 | RBD California Restaurants Limited      | 5220 W Centinela Ave                   | Los Angeles   | CA | 90045 | 714/491-2456 | **** |
| K312013 | RBD California Restaurants Limited      | 8515 S. Central Ave.                   | Los Angeles   | CA | 90001 | 714/491-2456 | **** |
| K312082 | RBD California Restaurants Limited      | 1425 West Martin Luther King Boulevard | Los Angeles   | CA | 90062 | 714/491-2456 |      |
| K312051 | RBD California Restaurants Limited      | 11864 Wilmington Ave                   | Los Angeles   | CA | 90059 | 714/491-2456 |      |
| D016002 | Salfed Corp. of Los Angeles             | 320 North Soto                         | Los Angeles   | CA | 90033 | 909/496-3273 | **** |
| C004011 | AGI Investment LLC                      | 126 Vermont Avenue, #112               | Los Angeles   | CA | 90004 | 562/500-5940 |      |
| C004004 | GIA Investment Group, LLC               | 5925 West Third Street                 | Los Angeles   | CA | 90036 | 562/500-5940 |      |

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| K312056 | RBD California Restaurants Limited                 | 1148 W Manchester Ave.      | Los Angeles     | CA | 90044 | 714/491-2456 |      |
| C004005 | AGI Investment LLC                                 | 2801 West Olympic Boulevard | Los Angeles     | CA | 90006 | 562/500-5940 |      |
| E720385 | Harman Management Corporation                      | 748 West Pacheco Boulevard  | Los Banos       | CA | 93635 | 801/313-8000 | *    |
| E720243 | Harman Management Corporation                      | 16150 Los Gatos Boulevard   | Los Gatos       | CA | 95032 | 801/313-8000 | **** |
| C072002 | Venquest Investments and Properties LLC            | 9750 Highway 53             | Lower Lake      | CA | 95457 | 408/827-1892 | **   |
| K312038 | RBD California Restaurants Limited                 | 4339 E. Imperial Highway    | Lynwood         | CA | 90262 | 714/491-2456 |      |
| C750168 | Argonaut California Ventures, Inc.                 | 1144 Country Club Drive     | Madera          | CA | 93638 | 541/273-4639 |      |
| E720473 | Harman Management Corporation                      | 1211 E. Yosemite Avenue     | Manteca         | CA | 95336 | 801/313-8000 |      |
| J681003 | Baker Management Group, Inc.                       | 3134 Del Monte Ave.         | Marina          | CA | 93933 | 831/385-6921 |      |
| D271001 | KFC Maywood LLC                                    | 4025 Slauson Avenue         | Maywood         | CA | 90270 | 323/465-3058 |      |
| E720515 | Harman Management Corporation                      | 2016 E. Childs Avenue       | Merced          | CA | 95341 | 801/313-8000 |      |
| E720176 | Harman Management Corporation                      | 180 West Olive Avenue       | Merced          | CA | 95348 | 801/313-8000 | *    |
| E720026 | Harman Management Corporation                      | 950 El Camino Real          | Millbrae        | CA | 94030 | 801/313-8000 | *    |
| E720097 | Harman Management Corporation                      | 73 South Main Street        | Milpitas        | CA | 95035 | 801/313-8000 |      |
| C400001 | Sadrudin Rahemtullah                               | 10865 Sepulveda Blvd.       | Mission Hills   | CA | 91345 | 818/718-6552 |      |
| E720284 | Harman Management Corporation                      | 950 Oakdale Road            | Modesto         | CA | 95355 | 801/313-8000 |      |
| E720326 | Harman Management Corporation                      | 3400 McHenry Avenue         | Modesto         | CA | 95350 | 801/313-8000 |      |
| E720363 | Harman Management Corporation                      | 3250 Dale Road, Suite R     | Modesto         | CA | 95356 | 801/313-8000 |      |
| E720047 | Harman Management Corporation                      | 1420 Kansas Avenue          | Modesto         | CA | 95351 | 801/313-8000 |      |
| C146006 | Sikander S. Bana                                   | 320 West Beverly Road       | Montebello      | CA | 90640 | 310/204-5748 |      |
| K312029 | RBD California Restaurants Limited                 | 16040 Perris Boulevard      | Moreno Valley   | CA | 92551 | 714/491-2456 |      |
| K312049 | RBD California Restaurants Limited                 | 12280 Heacock Street        | Moreno Valley   | CA | 92557 | 714/491-2456 |      |
| E720248 | Harman Management Corporation                      | 17050 Laurel Road           | Morgan Hill     | CA | 95037 | 801/313-8000 |      |
| E720020 | Harman Management Corporation                      | 696 West El Camino Real     | Mountain View   | CA | 94040 | 801/313-8000 |      |
| E720501 | Harman Management Corporation                      | 2609 Charleston Road        | Mountain View   | CA | 94043 | 801/313-8000 |      |
| D016010 | E.M. Thomas Management, Inc.                       | 40702 California Oaks Road  | Murrieta        | CA | 92562 | 909/496-3273 |      |
| E720468 | Harman Management Corporation                      | 295 Soscol Ave              | Napa            | CA | 94559 | 801/313-8000 |      |
| C191018 | Marble USA Inc.                                    | 840 Highland Ave            | National City   | CA | 91950 | 780/462-5755 |      |
| K312050 | RBD California Restaurants Limited                 | 1330 Hamner Avenue          | Norco           | CA | 92860 | 714/491-2456 |      |
| E720039 | Harman Management Corporation                      | 4801 Watt Ave.              | North Highlands | CA | 95660 | 801/313-8000 |      |
| K312071 | RBD California Restaurants Limited                 | 12044 Roscoe Boulevard      | North Hollywood | CA | 91605 | 714/491-2456 |      |
| H730016 | Zubair M. Kazi                                     | 6502 Laurel Canyon Blvd.    | North Hollywood | CA | 91606 | 818/540-5497 |      |
| C015017 | Restaurant Concept of U.S.A., Inc.                 | 8644 Balboa Blvd.           | Northridge      | CA | 91325 | 818/718-6552 |      |
| J415006 | The Chaudhry Family Trust/Rifaat and Shahid Chaud* | 12959 Rosecrans Avenue      | Norwalk         | CA | 90650 | 714/680-3287 |      |
| D168001 | NAC Restaurants, Inc.                              | 10905 Imperial Highway      | Norwalk         | CA | 90650 | 714/348-6110 |      |
| D011014 | Satwinder, Singh                                   | 10937 Alondra Blvd.         | Norwalk         | CA | 90650 | 714/968-4200 |      |
| E720334 | Harman Management Corporation                      | 1560 East F Street          | Oakdale         | CA | 95361 | 801/313-8000 | *    |
| E720078 | Harman Management Corporation                      | 3734 Macarthur Boulevard    | Oakland         | CA | 94619 | 801/313-8000 |      |
| E720055 | Harman Management Corporation                      | 6035 Telegraph Road         | Oakland         | CA | 94609 | 801/313-8000 | **** |
| E720053 | Harman Management Corporation                      | 9825 East 14th Street       | Oakland         | CA | 94603 | 801/313-8000 |      |
| E720340 | Harman Management Corporation                      | 950 Market Street           | Oakland         | CA | 94607 | 801/313-8000 |      |
| E720257 | Harman Management Corporation                      | 3400 Foothill Boulevard     | Oakland         | CA | 94601 | 801/313-8000 |      |
| E720306 | Harman Management Corporation                      | 7272 East 14th Street       | Oakland         | CA | 94621 | 801/313-8000 | *    |

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| D742011 | Fried with Pride, Inc.                  | 3747 Mission Avenue        | Oceanside              | CA | 92058 | 831/334-2212 |      |
| D742008 | Fried with Pride, Inc.                  | 4100 Oceanside Blvd.       | Oceanside              | CA | 92056 | 831/334-2212 | **** |
| D016021 | Cric Pro Corp                           | 2007 Mission Ave.          | Oceanside              | CA | 92054 | 909/496-3273 |      |
| K312052 | RBD California Restaurants Limited      | 1108 W. Mission Blvd.      | Ontario                | CA | 91762 | 714/491-2456 |      |
| K312054 | RBD California Restaurants Limited      | 2454 South Archibald Ave.  | Ontario                | CA | 91761 | 714/491-2456 |      |
| K312053 | RBD California Restaurants Limited      | 4371 Ontario Mills Parkway | Ontario                | CA | 91764 | 714/491-2456 | **** |
| C301028 | FLEW THE COOP, INC.                     | 708 N. Tustin St.          | Orange                 | CA | 92867 | 831/684-0887 |      |
| K312066 | RBD California Restaurants Limited      | 2469 N. Tustin Street      | Orange                 | CA | 92865 | 714/491-2456 |      |
| C750133 | Argonaut California Ventures, Inc.      | 660 Oro Dam Blvd. E.       | Oroville               | CA | 95965 | 541/273-4639 |      |
| K312041 | RBD California Restaurants Limited      | 3351 Saviers Road          | Oxnard                 | CA | 93033 | 714/491-2456 |      |
| K312031 | RBD California Restaurants Limited      | 191 W. Gonzales Road       | Oxnard                 | CA | 93036 | 714/491-2456 |      |
| H730007 | Zubair M. Kazi                          | 13720 Van Nuys Blvd.       | Pacoima                | CA | 91331 | 818/540-5497 |      |
| K312027 | RBD California Restaurants Limited      | 2351 E. Avenue S           | Palmdale               | CA | 93550 | 714/491-2456 |      |
| K312079 | RBD California Restaurants Limited      | 15750 Vermont Ave          | Paramount              | CA | 90723 | 714/491-2456 |      |
| D016008 | E.M. Thomas Management, Inc.            | 2050 Fair Oaks Boulevard   | Pasadena               | CA | 91103 | 909/496-3273 | **** |
| C004007 | Zoom Foods Inc                          | 820 North Lake Avenue      | Pasadena               | CA | 91104 | 562/500-5940 |      |
| D271007 | Diaz Group LLC                          | 2896 E. Colorado Blvd      | Pasadena               | CA | 91107 | 323/465-3058 |      |
| C750066 | Argonaut California Ventures, Inc.      | 2405 Riverside Drive       | Paso Robles            | CA | 93446 | 541/273-4639 |      |
| K312074 | RBD California Restaurants Limited      | 2560 N. Perris Blvd.       | Perris                 | CA | 92571 | 714/491-2456 |      |
| E720068 | Harman Management Corporation           | 701 East Washington Street | Petaluma               | CA | 94952 | 801/313-8000 | *    |
| D016022 | Salfed Corp. of Los Angeles             | 9619 Sheep Creek Road      | Phelan                 | CA | 92371 | 909/496-3273 | **** |
| D016020 | ISMO Management, Inc.                   | 8646 E. Whittier Blvd.     | Pico Rivera            | CA | 90660 | 909/496-3273 |      |
| E720463 | Harman Management Corporation           | 1544 Fitzgerald Dr.        | Pinole                 | CA | 94564 | 801/313-8000 |      |
| E720027 | Harman Management Corporation           | 2155 Railroad Avenue       | Pittsburg              | CA | 94565 | 801/313-8000 |      |
| C004001 | GIA Investment Group, LLC               | 1404 Kraemer Boulevard     | Placentia              | CA | 92870 | 562/500-5940 |      |
| C072004 | Venquest Investments and Properties LLC | 73 Main Street             | Placerville            | CA | 95667 | 408/827-1892 |      |
| E720208 | Harman Management Corporation           | 635 Contra Costa Boulevard | Pleasant Hill          | CA | 94523 | 801/313-8000 | *    |
| D011012 | Satwinder, Singh                        | 375 E. Mission Blvd.       | Pomona                 | CA | 91766 | 714/968-4200 |      |
| D011011 | Satwinder, Singh                        | 2294 N. Garey Avenue       | Pomona                 | CA | 91767 | 714/968-4200 |      |
| K312062 | RBD California Restaurants Limited      | 351 E Channel Islands Blvd | Port Hueneme           | CA | 93041 | 714/491-2456 |      |
| D412001 | Joint Heirs Food Corporation            | 642 West Olive             | Porterville            | CA | 93257 | 661/725-4155 |      |
| C191006 | Marble USA Inc.                         | 12660 Poway Rd             | Poway                  | CA | 92064 | 780/462-5755 |      |
| D016011 | Cric Pro Corp                           | 1025 Main Street           | Ramona                 | CA | 92065 | 909/496-3273 |      |
| E720065 | Harman Management Corporation           | 10399 Folsom Blvd.         | Rancho Cordova         | CA | 95670 | 801/313-8000 | *    |
| K312060 | RBD California Restaurants Limited      | 11425 Baseline Road        | Rancho Cucamonga       | CA | 91730 | 714/491-2456 |      |
| K312043 | RBD California Restaurants Limited      | 8140 Vineyard Ave          | Rancho Cucamonga       | CA | 91730 | 714/491-2456 |      |
| D742002 | Fried with Pride, Inc.                  | 29840 Santa Margarita      | Rancho Santa Margarita | CA | 92688 | 831/334-2212 |      |
| C750128 | Argonaut California Ventures, Inc.      | 135 Lake Blvd. East        | Redding                | CA | 96003 | 541/273-4639 |      |
| K312039 | RBD California Restaurants Limited      | 645 E. Redlands Boulevard  | Redlands               | CA | 92373 | 714/491-2456 |      |
| E720025 | Harman Management Corporation           | 659 Woodside Road          | Redwood City           | CA | 94061 | 801/313-8000 |      |
| E720043 | Harman Management Corporation           | 204 El Camino Real         | Redwood City           | CA | 94062 | 801/313-8000 |      |
| C311001 | Manuel Galhandro and Diana Galhandro    | 864 West Manning           | Reedley                | CA | 93654 | 559/707-1779 |      |
| L908001 | RAZMIK FOOD                             | 6916 Reseda Boulevard      | Reseda                 | CA | 91335 | 818/881-3200 |      |

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| K312006 | RBD California Restaurants Limited | 223 E Foothill Blvd        | Rialto         | CA | 92376 | 714/491-2456 |      |
| E720472 | Harman Management Corporation      | 15555 San Pablo Ave.       | Richmond       | CA | 94806 | 801/313-8000 | *    |
| E720471 | Harman Management Corporation      | 12319 San Pablo Avenue     | Richmond       | CA | 94805 | 801/313-8000 |      |
| K312080 | RBD California Restaurants Limited | 201 S China Lake Blvd      | Ridgecrest     | CA | 93555 | 714/491-2456 |      |
| E720453 | Harman Management Corporation      | 6328 Rio Linda Blvd.       | Rio Linda      | CA | 95673 | 801/313-8000 | *    |
| 041370  | Kumar Management Corp. II, Inc.    | 1005 Highway 12            | Rio Vista      | CA | 94571 | 650/312-9934 | **** |
| K312057 | RBD California Restaurants Limited | 5225 Canyon Crest Dr., #84 | Riverside      | CA | 92507 | 714/491-2456 |      |
| K312065 | RBD California Restaurants Limited | 7970 Limonite Ave.         | Riverside      | CA | 92509 | 714/491-2456 |      |
| K312070 | RBD California Restaurants Limited | 10061 Magnolia Ave         | Riverside      | CA | 92503 | 714/491-2456 |      |
| K312069 | RBD California Restaurants Limited | 6221 Van Buren Blvd.       | Riverside      | CA | 92503 | 714/491-2456 |      |
| E720180 | Harman Management Corporation      | 6700 Commerce Boulevard    | Rohnert Park   | CA | 94928 | 801/313-8000 | *    |
| E720444 | Harman Management Corporation      | 5130 Foothills Blvd.       | Roseville      | CA | 95747 | 801/313-8000 | *    |
| E720431 | Harman Management Corporation      | 1089 Sunrise Avenue        | Roseville      | CA | 95661 | 801/313-8000 | *    |
| E720066 | Harman Management Corporation      | 4219 Marconi Ave.          | Sacramento     | CA | 95821 | 801/313-8000 | *    |
| E720324 | Harman Management Corporation      | 5835 Madison Avenue        | Sacramento     | CA | 95841 | 801/313-8000 |      |
| E720333 | Harman Management Corporation      | 3580 Northgate Boulevard   | Sacramento     | CA | 95834 | 801/313-8000 |      |
| E720507 | Harman Management Corporation      | 3820 Florin Road           | Sacramento     | CA | 95823 | 801/313-8000 | *    |
| E720441 | Harman Management Corporation      | 1501 Meadowview Road       | Sacramento     | CA | 95832 | 801/313-8000 |      |
| E720474 | Harman Management Corporation      | 2312 Arden Way             | Sacramento     | CA | 95825 | 801/313-8000 | *    |
| E720452 | Harman Management Corporation      | 2920 Del Paso Road         | Sacramento     | CA | 95834 | 801/313-8000 | *    |
| E720087 | Harman Management Corporation      | 6099 Stockton Boulevard    | Sacramento     | CA | 95824 | 801/313-8000 |      |
| E720410 | Harman Management Corporation      | 8335 Elk Grove Florin Road | Sacramento     | CA | 95829 | 801/313-8000 | *    |
| E720202 | Harman Management Corporation      | 7821 Alta Valley Drive     | Sacramento     | CA | 95823 | 801/313-8000 |      |
| E720420 | Harman Management Corporation      | 3551 Bradshaw Rd.          | Sacramento     | CA | 95827 | 801/313-8000 |      |
| E720120 | Harman Management Corporation      | 700 East Alisal Street     | Salinas        | CA | 93905 | 801/313-8000 |      |
| E720304 | Harman Management Corporation      | 2040 North Main Street     | Salinas        | CA | 93906 | 801/313-8000 |      |
| E720119 | Harman Management Corporation      | 1209 South Main Street     | Salinas        | CA | 93901 | 801/313-8000 |      |
| K312014 | RBD California Restaurants Limited | 2007 E Highland Ave        | San Bernardino | CA | 92404 | 714/491-2456 |      |
| K312046 | RBD California Restaurants Limited | 4694 University Parkway    | San Bernardino | CA | 92407 | 714/491-2456 |      |
| K312081 | RBD California Restaurants Limited | 905 N Waterman Ave         | San Bernardino | CA | 92410 | 714/491-2456 |      |
| K312002 | RBD California Restaurants Limited | 808 W Highland Ave         | San Bernardino | CA | 92405 | 714/491-2456 |      |
| C191003 | Marble USA Inc.                    | 4545 El Cajon Blvd         | San Diego      | CA | 92115 | 780/462-5755 |      |
| C191004 | Marble USA Inc.                    | 4140 Convoy Street         | San Diego      | CA | 92111 | 780/462-5755 |      |
| C191016 | Marble USA Inc.                    | 155 Marketplace Avenue     | San Diego      | CA | 92113 | 780/462-5755 | **   |
| C191007 | Marble USA Inc.                    | 6745 Mira Mesa Blvd        | San Diego      | CA | 92121 | 780/462-5755 |      |
| C191014 | Marble USA Inc.                    | 4380 Palm Avenue           | San Diego      | CA | 92154 | 780/462-5755 |      |
| C191009 | Marble USA Inc.                    | 7049 Eastman Street        | San Diego      | CA | 92111 | 780/462-5755 | **** |
| C191024 | Marble USA Inc.                    | 4290 Clairemont Mesa Blvd  | San Diego      | CA | 92117 | 780/462-5755 | **** |
| C191005 | Marble USA Inc.                    | 2829 University Ave        | San Diego      | CA | 92104 | 780/462-5755 |      |
| C191031 | Marble USA Inc.                    | 7180 Miramar Rd            | San Diego      | CA | 92121 | 780/462-5755 | **** |
| C191001 | Marble USA Inc.                    | 12305 Alemania Road        | San Diego      | CA | 92129 | 780/462-5755 |      |
| K312004 | RBD California Restaurants Limited | 723 West Arrow Highway     | San Dimas      | CA | 91773 | 714/491-2456 |      |
| C400003 | RK Foods Enterprise Inc.           | 1327 San Fernando Road     | San Fernando   | CA | 91340 | 818/718-6552 |      |
| E720034 | Harman Management Corporation      | 4285 Mission St.           | San Francisco  | CA | 94112 | 801/313-8000 | **** |

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| E720158 | Harman Management Corporation            | 1150 Taraval Street             | San Francisco       | CA | 94116 | 801/313-8000 | **** |
| E720329 | Harman Management Corporation            | 200 Duboce Avenue               | San Francisco       | CA | 94103 | 801/313-8000 |      |
| E720048 | Harman Management Corporation            | 4150 Geary Boulevard            | San Francisco       | CA | 94118 | 801/313-8000 | **** |
| E720033 | Harman Management Corporation            | 691 Eddy Street                 | San Francisco       | CA | 94109 | 801/313-8000 | **** |
| D016007 | E.M. Thomas Management, Inc.             | 518 East Las Tunas Drive        | San Gabriel         | CA | 91776 | 909/496-3273 |      |
| E720022 | Harman Management Corporation            | 3144 South Bascom Avenue        | San Jose            | CA | 95124 | 801/313-8000 | *    |
| E720133 | Harman Management Corporation            | 626 Blossom Hill Road           | San Jose            | CA | 95123 | 801/313-8000 |      |
| E720322 | Harman Management Corporation            | 3288 South White Road           | San Jose            | CA | 95148 | 801/313-8000 |      |
| E720203 | Harman Management Corporation            | 983 Meridian Avenue             | San Jose            | CA | 95126 | 801/313-8000 |      |
| E720165 | Harman Management Corporation            | 2415 South King Road            | San Jose            | CA | 95122 | 801/313-8000 | **** |
| E720207 | Harman Management Corporation            | 2672 Croypley Avenue            | San Jose            | CA | 95132 | 801/313-8000 |      |
| E720044 | Harman Management Corporation            | 2342 Story Road                 | San Jose            | CA | 95122 | 801/313-8000 |      |
| E720195 | Harman Management Corporation            | 3098 McKee Road                 | San Jose            | CA | 95127 | 801/313-8000 |      |
| E720200 | Harman Management Corporation            | 4162 Monterey Highway           | San Jose            | CA | 95111 | 801/313-8000 |      |
| E720018 | Harman Management Corporation            | 552 East Santa Clara Street     | San Jose            | CA | 95112 | 801/313-8000 |      |
| E720082 | Harman Management Corporation            | 250 North Bascom Avenue         | San Jose            | CA | 95128 | 801/313-8000 | **** |
| D016004 | ISMO Management, Inc.                    | 32032 Camino Capistrano         | San Juan Capistrano | CA | 92675 | 909/496-3273 |      |
| E720260 | Harman Management Corporation            | 2187 Merced Street              | San Leandro         | CA | 94577 | 801/313-8000 | *    |
| E720061 | Harman Management Corporation            | 15179 Hesperian Boulevard       | San Leandro         | CA | 94578 | 801/313-8000 |      |
| E720272 | Harman Management Corporation            | 17630 Hesperian Blvd.           | San Lorenzo         | CA | 94580 | 801/313-8000 |      |
| D742009 | Fried with Pride, Inc.                   | 201 S. Rancho Santa Fe Road     | San Marcos          | CA | 92078 | 831/334-2212 |      |
| D742006 | Fried with Pride, Inc.                   | 771 Center Drive                | San Marcos          | CA | 92069 | 831/334-2212 | **   |
| E720469 | Harman Management Corporation            | 14400 San Pablo Avenue          | San Pablo           | CA | 94806 | 801/313-8000 |      |
| K312005 | RBD California Restaurants Limited       | 415 S Gaffey Street             | San Pedro           | CA | 90731 | 714/491-2456 |      |
| E720121 | Harman Management Corporation            | 555 Second Street               | San Rafael          | CA | 94901 | 801/313-8000 | **** |
| E720301 | Harman Management Corporation            | 2020 San Ramon Valley Boulevard | San Ramon           | CA | 94583 | 801/313-8000 |      |
| D011002 | Satwinder, Singh                         | 1345 South Main Street          | Santa Ana           | CA | 92707 | 714/968-4200 |      |
| C301032 | FLEW THE COOP, INC.                      | 762 South Harbor Blvd.          | Santa Ana           | CA | 92704 | 831/684-0887 |      |
| C301029 | FLEW THE COOP, INC.                      | 2600 S. Bristol St.             | Santa Ana           | CA | 92704 | 831/684-0887 |      |
| E101003 | Sirajunissa Syed and Ansar Syed          | 515 N. Milpas St.               | Santa Barbara       | CA | 93103 | 818/268-9218 |      |
| E720076 | Harman Management Corporation            | 1353 El Camino Real             | Santa Clara         | CA | 95050 | 801/313-8000 |      |
| D011022 | Herb & Kaur Inc.                         | 11464 Telegraph Rd              | Santa Fe Springs    | CA | 90670 | 714/968-4200 |      |
| C750149 | Argonaut California Ventures, Inc.       | 2207 South Broadway             | Santa Maria         | CA | 93454 | 541/273-4639 |      |
| H730106 | Kazi Foods, Inc.                         | 150 E Harvard Blvd.             | Santa Paula         | CA | 93060 | 818/540-5497 |      |
| E720204 | Harman Management Corporation            | 2249 Santa Rosa Ave.            | Santa Rosa          | CA | 95407 | 801/313-8000 |      |
| E720338 | Harman Management Corporation            | 401 Stony Point Road            | Santa Rosa          | CA | 95401 | 801/313-8000 |      |
| E720173 | Harman Management Corporation            | 3205 Cleveland Avenue           | Santa Rosa          | CA | 95403 | 801/313-8000 |      |
| C191022 | Marble USA Inc.                          | 8890 Cuyamaca St                | Santee              | CA | 92071 | 780/462-5755 |      |
| J681001 | Baker Management Group, Inc.             | 1175 Fremont Boulevard          | Seaside             | CA | 93955 | 831/385-6921 |      |
| D670010 | J. F. Desmond Family Limited Partnership | 2438 McCall Avenue              | Selma               | CA | 93662 | 559/226-9200 |      |
| K565002 | Saveed R. Karan                          | 8800 Sepulveda Blvd.            | Sepulveda           | CA | 91343 | 818/764-1540 |      |
| K312034 | RBD California Restaurants Limited       | 1595 E. Los Angeles Avenue      | Simi Valley         | CA | 93065 | 714/491-2456 |      |
| E720527 | Harman Management Corporation            | 1001 Mono Way                   | Sonora              | CA | 95370 | 801/313-8000 |      |
| D271002 | DIAZ MANAGEMENT INC                      | 1927 North Durfee               | South El Monte      | CA | 91733 | 323/465-3058 |      |

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| C004009 | Zoom Foods Inc                          | 1318 Huntington Drive            | South Pasadena      | CA | 91030 | 562/500-5940 |      |
| E720210 | Harman Management Corporation           | 199 Airport Boulevard            | South San Francisco | CA | 94080 | 801/313-8000 | **** |
| C191027 | Marble USA Inc.                         | 8330 Paradise Valley Rd          | Spring Valley       | CA | 91977 | 780/462-5755 | **** |
| C301034 | FLEW THE COOP, INC.                     | 12007 Beach Blvd.                | Stanton             | CA | 90680 | 831/684-0887 |      |
| E720038 | Harman Management Corporation           | 4455 Pacific Ave.                | Stockton            | CA | 95207 | 801/313-8000 |      |
| E720019 | Harman Management Corporation           | 134 East Charter Way             | Stockton            | CA | 95206 | 801/313-8000 | *    |
| E720296 | Harman Management Corporation           | 3519 East Hammer Lane            | Stockton            | CA | 95212 | 801/313-8000 | *    |
| E720500 | Harman Management Corporation           | 1537 N. Wilson Way               | Stockton            | CA | 95205 | 801/313-8000 |      |
| E720350 | Harman Management Corporation           | 3264 West Hammer Lane            | Stockton            | CA | 95209 | 801/313-8000 |      |
| K710018 | Kentucky Fried Chicken of Polly's, Inc. | 26660 Encanto Dr                 | Sun City            | CA | 92585 | 714/459-0041 | **** |
| E720355 | Harman Management Corporation           | 1695 Hollenbeck Road             | Sunnyvale           | CA | 94087 | 801/313-8000 | **** |
| E720311 | Harman Management Corporation           | 1065 East El Camino Real         | Sunnyvale           | CA | 94087 | 801/313-8000 |      |
| E720157 | Harman Management Corporation           | 340 West Maude Avenue            | Sunnyvale           | CA | 94085 | 801/313-8000 |      |
| D662001 | G. Ruiz Investments Corporation         | 3010 Riverside Drive             | Susanville          | CA | 96130 | 775/753-4935 |      |
| H730063 | Kazi Foods, Inc.                        | 12910-B Foothill Boulevard       | Sylmar              | CA | 91342 | 818/540-5497 |      |
| D016013 | Cric Pro Corp                           | 32425 Hwy 79                     | Temecula            | CA | 92592 | 909/496-3273 |      |
| K312025 | RBD California Restaurants Limited      | 3605 E Thousand Oaks Blvd        | Thousand Oaks       | CA | 91362 | 714/491-2456 |      |
| K312023 | RBD California Restaurants Limited      | 2215 Sepulveda Blvd              | Torrance            | CA | 90501 | 714/491-2456 |      |
| K710002 | Kentucky Fried Chicken of Polly's, Inc. | 16502 South Crenshaw Boulevard   | Torrance            | CA | 90504 | 714/459-0041 |      |
| K312035 | RBD California Restaurants Limited      | 4525 Torrance Blvd               | Torrance            | CA | 90503 | 714/491-2456 |      |
| E720434 | Harman Management Corporation           | 2290 W. Grant Line Road          | Tracy               | CA | 95377 | 801/313-8000 | *    |
| D412002 | Joint Heirs Food Corporation            | 845 E. Prosperity                | Tulare              | CA | 93274 | 661/725-4155 |      |
| E720442 | Harman Management Corporation           | 2705 W. Monte Vista Avenue       | Turlock             | CA | 95380 | 801/313-8000 | *    |
| E720299 | Harman Management Corporation           | 400 North Golden State Boulevard | Turlock             | CA | 95380 | 801/313-8000 |      |
| D742012 | Fried with Pride, Inc.                  | 1022 E. First Street             | Tustin              | CA | 92780 | 831/334-2212 |      |
| K321001 | Prendiville Investments Corp. III       | 1139 North State Street          | Ukiah               | CA | 95482 | 707/433-4369 |      |
| E720341 | Harman Management Corporation           | 32004 Alvarado Boulevard         | Union City          | CA | 94587 | 801/313-8000 |      |
| K312061 | RBD California Restaurants Limited      | 1188 W Foothill Blvd             | Upland              | CA | 91786 | 714/491-2456 |      |
| E720090 | Harman Management Corporation           | 980 Alamo Drive                  | Vacaville           | CA | 95687 | 801/313-8000 |      |
| E720467 | Harman Management Corporation           | 1300 Georgia Street              | Vallejo             | CA | 94590 | 801/313-8000 |      |
| E720504 | Harman Management Corporation           | 2150 Redwood Street              | Vallejo             | CA | 94590 | 801/313-8000 | *    |
| H730005 | Zubair M. Kazi                          | 14522 Burbank Blvd               | Van Nuys            | CA | 91411 | 818/540-5497 |      |
| K312003 | RBD California Restaurants Limited      | 3553 Telegraph Rd                | Ventura             | CA | 93003 | 714/491-2456 |      |
| K270002 | T.G.G., Inc.                            | 14284 Outer 7th Street           | Victorville         | CA | 92395 | 760/241-1304 |      |
| K270004 | T.G.G., Inc.                            | 12125 Mariposa Road              | Victorville         | CA | 92395 | 760/241-1304 |      |
| D412004 | Joint Heirs Food Corporation            | 1699 East Noble Avenue           | Visalia             | CA | 93292 | 661/725-4155 |      |
| D412005 | Joint Heirs Food Corporation            | 5143 W. Walnut                   | Visalia             | CA | 93277 | 661/725-4155 |      |
| D742005 | Fried with Pride, Inc.                  | 840 E. Vista Way                 | Vista               | CA | 92084 | 831/334-2212 |      |
| J681002 | Baker Management Group, Inc.            | 1610 Freedom Boulevard           | Watsonville         | CA | 95076 | 831/385-6921 |      |
| D011007 | Satwinder, Singh                        | 555 South Glendora Avenue        | West Covina         | CA | 91790 | 714/968-4200 |      |
| D011016 | Satwinder, Singh                        | 19080 La Puente Road             | West Covina         | CA | 91792 | 714/968-4200 |      |
| E720041 | Harman Management Corporation           | 812 Westacre Road                | West Sacramento     | CA | 95691 | 801/313-8000 | *    |
| C301035 | FLEW THE COOP, INC.                     | 6641 Westminster Blvd.           | Westminster         | CA | 92683 | 831/684-0887 |      |
| D011005 | Satwinder, Singh                        | 13106 Whittier Boulevard         | Whittier            | CA | 90602 | 714/968-4200 |      |

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| D011004 | Satwinder, Singh                                  | 16161 Leffingwell Road        | Whittier         | CA | 90603 | 714/968-4200 |      |
| C750151 | Argonaut California Ventures, Inc.                | 226 N. Humboldt Avenue        | Willows          | CA | 95988 | 541/273-4639 |      |
| E720437 | Harman Management Corporation                     | 6610 Hembree Lane             | Windsor          | CA | 95492 | 801/313-8000 | *    |
| D011013 | Satwinder, Singh                                  | 18585 Van Buren Blvd.         | Woodcrest        | CA | 92504 | 714/968-4200 |      |
| C750177 | Argonaut California Ventures, Inc.                | 83 West Main St.              | Woodland         | CA | 95695 | 541/273-4639 |      |
| K710008 | Kentucky Fried Chicken of Polly's, Inc.           | 17580 Yorba Linda             | Yorba Linda      | CA | 92886 | 714/459-0041 |      |
| D118002 | Steve DeClerck Enterprises, Inc.                  | 1293 South Main Street        | Yreka            | CA | 96097 | 530/842-4827 |      |
| C750136 | Argonaut California Ventures, Inc.                | 438 Bridge St.                | Yuba City        | CA | 95991 | 541/273-4639 |      |
| K710020 | Kentucky Fried Chicken of Polly's, Inc.           | 33911 Yucaipa Boulevard.      | Yucaipa          | CA | 92399 | 714/459-0041 | **   |
| K645001 | Kentucky Fried Chicken of Alamosa, Inc.           | 2007 West Main Street         | Alamosa          | CO | 81101 | 719/589-6297 |      |
| E720477 | Harman Management Corporation                     | 7785 Wadsworth Blvd.          | Arvada           | CO | 80003 | 801/313-8000 | *    |
| E720232 | Harman Management Corporation                     | 9200 Ralston Road             | Arvada           | CO | 80002 | 801/313-8000 | **** |
| E720494 | Harman Management Corporation                     | 1551 S. Havana Street         | Aurora           | CO | 80012 | 801/313-8000 | *    |
| E720327 | Harman Management Corporation                     | 16901 East Quincy             | Aurora           | CO | 80015 | 801/313-8000 | *    |
| E720325 | Harman Management Corporation                     | 15290 East Mississippi Avenue | Aurora           | CO | 80012 | 801/313-8000 |      |
| E720496 | Harman Management Corporation                     | 4740 Bromley Lane             | Brighton         | CO | 80603 | 801/313-8000 |      |
| E720302 | Harman Management Corporation                     | 6400 West 120th Avenue        | Broomfield       | CO | 80020 | 801/313-8000 | *    |
| C975113 | Pueblo Chicken, LLC                               | 2705 Fremont Drive            | Canon City       | CO | 81212 | 918/970-4296 |      |
| C750111 | Argonaut Food Partners, LLC                       | 3219 F Road                   | Clifton          | CO | 81520 | 541/273-4639 |      |
| E720330 | Harman Management Corporation                     | 1501 South Nevada Avenue      | Colorado Springs | CO | 80906 | 801/313-8000 |      |
| E720314 | Harman Management Corporation                     | 3101 W. Colorado Avenue       | Colorado Springs | CO | 80904 | 801/313-8000 | *    |
| E720328 | Harman Management Corporation                     | 3255 South Academy Boulevard  | Colorado Springs | CO | 80916 | 801/313-8000 |      |
| E720315 | Harman Management Corporation                     | 1050 North Academy Boulevard  | Colorado Springs | CO | 80909 | 801/313-8000 |      |
| E720428 | Harman Management Corporation                     | 2835 New Center Point         | Colorado Springs | CO | 80922 | 801/313-8000 | *    |
| E720352 | Harman Management Corporation                     | 5101 E. 60th Avenue           | Commerce City    | CO | 80022 | 801/313-8000 |      |
| C183006 | Wilma and George Taira & James and Kimberley Rich | 2222 East Main Street         | Cortez           | CO | 81321 | 505/722-3849 |      |
| C750086 | Argonaut Food Partners Nuevo, LLC                 | 707 West Victory Way          | Craig            | CO | 81625 | 541/273-4639 | **** |
| E720351 | Harman Management Corporation                     | 3110 South Sheridan           | Denver           | CO | 80227 | 801/313-8000 | **** |
| E720229 | Harman Management Corporation                     | 302 South Colorado Boulevard  | Denver           | CO | 80246 | 801/313-8000 | *    |
| E720227 | Harman Management Corporation                     | 7140 Pecos Street             | Denver           | CO | 80221 | 801/313-8000 | *    |
| E720510 | Harman Management Corporation                     | 4880 N. Tower Road            | Denver           | CO | 80249 | 801/313-8000 |      |
| E720267 | Harman Management Corporation                     | 1679 Federal Boulevard        | Denver           | CO | 80204 | 801/313-8000 | *    |
| E720222 | Harman Management Corporation                     | 2815 Colorado Boulevard       | Denver           | CO | 80207 | 801/313-8000 | **** |
| E720411 | Harman Management Corporation                     | 15495 E. Andrews Drive        | Denver           | CO | 80239 | 801/313-8000 | *    |
| E720436 | Harman Management Corporation                     | 7384 McLaughlin Rd.           | Falcon           | CO | 80831 | 801/313-8000 | *    |
| E720525 | Harman Management Corporation                     | 4335 City Centre Blvd.        | Firestone        | CO | 80504 | 801/313-8000 |      |
| E720386 | Harman Management Corporation                     | 1533 Prussman Boulevard       | Fort Carson      | CO | 80913 | 801/313-8000 |      |
| E720346 | Harman Management Corporation                     | 4001 South College Avenue     | Fort Collins     | CO | 80525 | 801/313-8000 | *    |
| E720432 | Harman Management Corporation                     | 1227 E. Magnolia              | Fort Collins     | CO | 80524 | 801/313-8000 | **** |
| E720317 | Harman Management Corporation                     | 6660 Camden Ave.              | Fountain         | CO | 80817 | 801/313-8000 | *    |
| C750084 | Argonaut Food Partners, LLC                       | 1000 Lake Point Drive         | Frisco           | CO | 80443 | 541/273-4639 |      |
| C750110 | Argonaut Food Partners, LLC                       | 1111 North Avenue             | Grand Junction   | CO | 81501 | 541/273-4639 |      |
| E720342 | Harman Management Corporation                     | 2413 8th Avenue               | Greeley          | CO | 80631 | 801/313-8000 | **   |

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| E720343 | Harman Management Corporation     | 2804 West 10th Avenue        | Greeley           | CO | 80634 | 801/313-8000 | *    |
| E720221 | Harman Management Corporation     | 200 Wadsworth Boulevard      | Lakewood          | CO | 80226 | 801/313-8000 | *    |
| E720242 | Harman Management Corporation     | 10220 West Colfax Ave.       | Lakewood          | CO | 80215 | 801/313-8000 | *    |
| E720475 | Harman Management Corporation     | 2599 South Lewis Way         | Lakewood          | CO | 80227 | 801/313-8000 | *    |
| E720433 | Harman Management Corporation     | 13109 W. Alameda Pkwy        | Lakewood          | CO | 80228 | 801/313-8000 | **** |
| E720336 | Harman Management Corporation     | 1960 East County Line Road   | Littleton         | CO | 80126 | 801/313-8000 | *    |
| E720443 | Harman Management Corporation     | 8164 S. Kipling Parkway      | Littleton         | CO | 80127 | 801/313-8000 | **** |
| E720226 | Harman Management Corporation     | 2900 W. Belleview Avenue     | Littleton         | CO | 80123 | 801/313-8000 | *    |
| E720486 | Harman Management Corporation     | 2604 Main Street             | Longmont          | CO | 80504 | 801/313-8000 | *    |
| E720413 | Harman Management Corporation     | 1650 Foxtrail Dr.            | Loveland          | CO | 80538 | 801/313-8000 | **** |
| E720511 | Harman Management Corporation     | 2991 N. Garfield Avenue      | Loveland          | CO | 80538 | 801/313-8000 |      |
| C750088 | Argonaut Food Partners, LLC       | 2175 South Townsend          | Montrose          | CO | 81401 | 541/273-4639 |      |
| C975115 | Monument Chicken, LLC             | 16553 Cinematic View         | Monument          | CO | 80132 | 918/970-4296 |      |
| E720223 | Harman Management Corporation     | 10790 Washington Street      | Northglenn        | CO | 80233 | 801/313-8000 |      |
| H730011 | Zubair M. Kazi                    | 1644 S. Prairie Avenue       | Pueblo            | CO | 81005 | 818/540-5497 |      |
| C975110 | Pueblo Chicken, LLC               | 4171 N. Elizabeth Street     | Pueblo            | CO | 81008 | 918/970-4296 |      |
| C750085 | Argonaut Food Partners Nuevo, LLC | 625 Snapdragon Way           | Steamboat Springs | CO | 80477 | 541/273-4639 | **** |
| E720390 | Harman Management Corporation     | 2581 E. 120th Ave.           | Thornton          | CO | 80233 | 801/313-8000 | *    |
| C975071 | KB Enterprises, LLC               | 212 Nevada Avenue            | Trinidad          | CO | 81082 | 918/970-4296 | **** |
| J188004 | Pramukh, LLC                      | 457-A US Highway 85-87       | Walsenburg        | CO | 81089 | 954/981-7543 | **** |
| E720482 | Harman Management Corporation     | 250 W. 136th Avenue          | Westminster       | CO | 80234 | 801/313-8000 | **   |
| E720364 | Harman Management Corporation     | 9185 North Federal Boulevard | Westminster       | CO | 80260 | 801/313-8000 |      |
| E685044 | D.E. Foods, LLC                   | 1000 Blue Hills Avenue       | Bloomfield        | CT | 06002 | 781/982-0755 |      |
| F569017 | QSR CT LLC                        | 4301 North Main Street       | Bridgeport        | CT | 06606 | 919/225-5363 |      |
| F569014 | QSR CT LLC                        | 325 Boston Avenue            | Bridgeport        | CT | 06610 | 919/225-5363 |      |
| E685051 | D.E. Foods, LLC                   | 470 Farmington Avenue        | Bristol           | CT | 06010 | 781/982-0755 |      |
| Q29319  | Cantina Hospitality, LLC          | 250 Albany Turnpike          | Canton            | CT | 06019 | 203/987-6162 | **** |
| E685038 | D.E. Foods, LLC                   | 32 Shunpike Road             | Cromwell          | CT | 06416 | 781/982-0755 |      |
| C160030 | Kedis Enterprises 3, LLC          | 91 North Street              | Danbury           | CT | 06810 | 516/775-3347 |      |
| C160027 | Kedis Enterprises 2, LLC          | 1 Federal Road               | Danbury           | CT | 06811 | 516/775-3347 |      |
| E685064 | D.E. Foods, LLC                   | 578 Providence Rd.           | Danielson         | CT | 06239 | 781/982-0755 | **** |
| E340001 | Talmadge Street, Inc.             | 7 Pershing Drive             | Derby             | CT | 06418 | 203/734-3315 |      |
| E685045 | D.E. Foods, LLC                   | 300 Burnside Avenue          | East Hartford     | CT | 06108 | 781/982-0755 |      |
| E685039 | D.E. Foods, LLC                   | 650 Main Street              | East Haven        | CT | 06512 | 781/982-0755 |      |
| Q29318  | Cantina Hospitality, LLC          | 41 Prospect Hill Rd.         | East Windsor      | CT | 06088 | 203/987-6162 | **** |
| E685037 | D.E. Foods, LLC                   | 230 Route #12                | Groton            | CT | 06340 | 781/982-0755 |      |
| E685054 | D.E. Foods, LLC                   | 1499 Dixwell Avenue          | Hamden            | CT | 06514 | 781/982-0755 |      |
| E685046 | D.E. Foods, LLC                   | 501 Farmington Avenue        | Hartford          | CT | 06105 | 781/982-0755 |      |
| E685050 | D.E. Foods, LLC                   | 779 Albany Avenue            | Hartford          | CT | 06112 | 781/982-0755 |      |
| E685043 | D.E. Foods, LLC                   | 307 Middle Turnpike, West    | Manchester        | CT | 06040 | 781/982-0755 |      |
| F569049 | QSR CT LLC                        | 722 East Main Street         | Meriden           | CT | 06450 | 919/225-5363 |      |
| E685036 | D.E. Foods, LLC                   | 382 South Main Street        | Middletown        | CT | 06457 | 781/982-0755 |      |
| F569020 | QSR CT LLC                        | 115 Bridge Street            | Naugatuck         | CT | 06770 | 919/225-5363 |      |
| E685042 | D.E. Foods, LLC                   | 412 West Main Street         | New Britain       | CT | 06052 | 781/982-0755 |      |

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| E685053 | D.E. Foods, LLC                   | 311 Whalley Avenue             | New Haven        | CT | 06511 | 781/982-0755 |      |
| E685040 | D.E. Foods, LLC                   | 451 Foxon Boulevard            | New Haven        | CT | 06513 | 781/982-0755 |      |
| C160042 | Thursday's Eatery, Inc.           | 315 Westport Ave               | Norwalk          | CT | 06851 | 516/775-3347 | **** |
| C160044 | Kedis Enterprises 7, LLC          | 75 Richards Ave.               | Norwalk          | CT | 06854 | 516/775-3347 |      |
| E685063 | D.E. Foods, LLC                   | 45 Salem Turnpike              | Norwich          | CT | 06360 | 781/982-0755 | **** |
| F569015 | QSR CT LLC                        | 480 Boston Post Road           | Orange           | CT | 06477 | 919/225-5363 |      |
| E685075 | D.E. Foods, LLC                   | 64 Providence Pike             | Putnam           | CT | 06260 | 781/982-0755 |      |
| E685049 | D.E. Foods, LLC                   | 866 Queen Street               | Southington      | CT | 06489 | 781/982-0755 |      |
| C160038 | Thursday's Eatery, Inc.           | 285 W. Main Street             | Stamford         | CT | 06902 | 516/775-3347 |      |
| F569018 | QSR CT LLC                        | 1322 Barnum Avenue             | Stratford        | CT | 06614 | 919/225-5363 |      |
| E685052 | D.E. Foods, LLC                   | 581 Winsted Road               | Torrington       | CT | 06790 | 781/982-0755 |      |
| E685041 | D.E. Foods, LLC                   | 328 Hartford Turnpike          | Vernon Rockville | CT | 06066 | 781/982-0755 |      |
| F569019 | QSR CT LLC                        | 649 West Main Street           | Waterbury        | CT | 06702 | 919/225-5363 |      |
| F569016 | QSR CT LLC                        | 717 Lakewood Road              | Waterbury        | CT | 06704 | 919/225-5363 |      |
| E685047 | D.E. Foods, LLC                   | 930 New Britain Avenue         | West Hartford    | CT | 06110 | 781/982-0755 |      |
| E685048 | D.E. Foods, LLC                   | 31 Town Line Road              | Wethersfield     | CT | 06109 | 781/982-0755 |      |
| E685062 | D.E. Foods, LLC                   | 1589 West Main Street          | Willimantic      | CT | 06226 | 781/982-0755 |      |
| K071055 | MITRA QSR KNE, LLC                | 220 Fox Hunt Dr.               | Bear             | DE | 19701 | 214/440-4144 |      |
| K071091 | MITRA QSR KNE, LLC                | 344 Walmart Drive              | Camden           | DE | 19934 | 214/440-4144 | **** |
| K071056 | MITRA QSR KNE, LLC                | 609 Naamans Rd                 | Claymont         | DE | 19703 | 214/440-4144 | **** |
| K071049 | MITRA QSR KNE, LLC                | 223 S. Dupont Hwy.             | Dover            | DE | 19901 | 214/440-4144 |      |
| J130046 | Delaware Restaurants, LLC         | 1 Georgetown Plaza             | Georgetown       | DE | 19947 | 610/260-1500 | **** |
| K071052 | MITRA QSR KNE, LLC                | 649 N. DuPont Blvd.            | Milford          | DE | 19963 | 214/440-4144 | **** |
| K071053 | MITRA QSR KNE, LLC                | 112 N Dupont Hwy               | New Castle       | DE | 19720 | 214/440-4144 |      |
| K071050 | MITRA QSR KNE, LLC                | 134 N Dupont Blvd              | Smyrna           | DE | 19977 | 214/440-4144 | **** |
| K071051 | MITRA QSR KNE, LLC                | 1925 Lancaster Ave             | Wilmington       | DE | 19805 | 214/440-4144 | **** |
| E685057 | D.E. Foods, LLC                   | 16134 NW US Highway 441        | Alachua          | FL | 32615 | 781/982-0755 |      |
| E320134 | EM Squared Miami, LLC             | 2333 Southeast Highway 70      | Arcadia          | FL | 34266 | 786/845-6402 |      |
| G135950 | FQSR, LLC (dba KBP Foods)         | 3105 Havendale Boulevard       | Auburndale       | FL | 33823 | 913/428-3636 |      |
| G135046 | FQSR, LLC (dba KBP Foods)         | 1492 N. Broadway Avenue        | Bartow           | FL | 33830 | 913/428-3636 |      |
| G966011 | Lisa A. Barton and Doris A. Lewis | 959 South Main Street          | Belle Glade      | FL | 33430 | 561/996-7491 |      |
| L518062 | Tasty Chick'n Southeast, LLC      | 5120 SE Abshier Blvd           | Belleview        | FL | 34420 | 310/943-4997 |      |
| E320088 | EM Squared, LLC                   | 1601 N Federal Highway         | Boca Raton       | FL | 33432 | 786/845-6402 |      |
| G964018 | K-Corp. Lee, Inc.                 | 28200 S. Tamiami Trail         | Bonita Springs   | FL | 34134 | 239/997-1992 |      |
| E320074 | EM Squared, LLC                   | 131 E. Boynton Beach Blvd.     | Boynton Beach    | FL | 33435 | 786/845-6402 |      |
| E320075 | EM Squared, LLC                   | 360 North Congress Ave.        | Boynton Beach    | FL | 33426 | 786/845-6402 |      |
| G135687 | FQSR, LLC (dba KBP Foods)         | 1420 Cortez Road West          | Bradenton        | FL | 34207 | 913/428-3636 |      |
| G135690 | FQSR, LLC (dba KBP Foods)         | 6440 E. State Road 64          | Bradenton        | FL | 34208 | 913/428-3636 | **   |
| G135688 | FQSR, LLC (dba KBP Foods)         | 525 First Street East          | Bradenton        | FL | 34208 | 913/428-3636 |      |
| G974001 | Phil Mook Enterprises, Inc.       | 1102 West Brandon Blvd.        | Brandon          | FL | 33511 | 813/681-4841 |      |
| G964019 | Gyarmathy & Associates, Inc.      | 1145 U.S. Highway 41, S.       | Brooksville      | FL | 34602 | 239/997-1992 |      |
| G979016 | E.A.P. Management Corp.           | 1969 W. County Road 48         | Bushnell         | FL | 33513 | 954/920-1802 | **** |
| G964014 | K-Corp. Lee, Inc.                 | 2210 South Del Prado Boulevard | Cape Coral       | FL | 33990 | 239/997-1992 |      |
| G964022 | K-Corp. Lee, Inc.                 | 20 Hancock Bridge Parkway      | Cape Coral       | FL | 33991 | 239/997-1992 |      |

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| G112008 | FLG Chicken, LLC                  | 1107 North Young Blvd.       | Chiefland         | FL | 32626 | 321/939-2924 |      |
| J053001 | CJS Group, Inc.                   | 1594 Main Street             | Chipley           | FL | 32428 | 850/878-0207 |      |
| G135050 | FQSR, LLC (dba KBP Foods)         | 1960 Gulf To Bay Boulevard   | Clearwater        | FL | 33765 | 913/428-3636 |      |
| G135064 | FQSR, LLC (dba KBP Foods)         | 1648 S. Missouri Avenue      | Clearwater        | FL | 33756 | 913/428-3636 | **** |
| G979012 | Central Florida KFC, Inc.         | 590 E. South Highway 50      | Clermont          | FL | 34711 | 954/920-1802 |      |
| G966001 | Lisa A. Barton and Doris A. Lewis | 411 West Sugarland Highway   | Clewiston         | FL | 33440 | 561/996-7491 |      |
| E320121 | EM Squared Miami, LLC             | 5990 S. Flamingo Road        | Cooper City       | FL | 33330 | 786/845-6402 | **** |
| G135319 | FQSR, LLC (dba KBP Foods)         | 10395 W. Sample Rd.          | Coral Springs     | FL | 33065 | 913/428-3636 |      |
| E320122 | EM Squared Miami, LLC             | 5850 Wiles Road              | Coral Springs     | FL | 33067 | 786/845-6402 | **** |
| F569052 | QSR East LLC                      | 511 North Ferdon Boulevard   | Crestview         | FL | 32536 | 919/225-5363 |      |
| G974004 | Phil Mook Enterprises, Inc.       | 13245 U.S. Highway 301       | Dade City         | FL | 33525 | 813/681-4841 |      |
| G979018 | E.A.P. Management Corp.           | 4200 SW 64th Ave.            | Davie             | FL | 33314 | 954/920-1802 | **** |
| J718321 | JRN, Inc.                         | 948 Mason Avenue             | Daytona Beach     | FL | 32117 | 931/490-4765 |      |
| F569056 | QSR East LLC                      | 2482 US Hwy. 331 S           | De Funiak Springs | FL | 32435 | 919/225-5363 |      |
| E320089 | EM Squared, LLC                   | 177 N. Powerline Rd.         | Deerfield Beach   | FL | 33442 | 786/845-6402 |      |
| E320083 | EM Squared, LLC                   | 14470 So. Military Trail     | Delray Beach      | FL | 33484 | 786/845-6402 |      |
| E320073 | EM Squared, LLC                   | 360 Linton Blvd.             | Delray Beach      | FL | 33444 | 786/845-6402 |      |
| F569059 | QSR East LLC                      | 956 Patricia Ave             | Dunedin           | FL | 34698 | 919/225-5363 |      |
| L518098 | Tasty Chick'n Southeast, LLC      | 11583 N. Williams St.        | Dunnellon         | FL | 34432 | 310/943-4997 |      |
| G112002 | FLG Chicken, LLC                  | 349 E. Semoran Boulevard     | Fern Park         | FL | 32730 | 321/939-2924 | **   |
| G135308 | FQSR, LLC (dba KBP Foods)         | 232 S.E. 1st Avenue          | Florida City      | FL | 33034 | 913/428-3636 | **** |
| E320113 | EM Squared Miami, LLC             | 401 W Broward Blvd           | Fort Lauderdale   | FL | 33312 | 786/845-6402 |      |
| G979020 | E.A.P. Management Corp.           | 990 W. Commercial Blvd.      | Fort Lauderdale   | FL | 33309 | 954/920-1802 |      |
| G135318 | FQSR, LLC (dba KBP Foods)         | 3100 W Broward Blvd.         | Fort Lauderdale   | FL | 33312 | 913/428-3636 |      |
| E320112 | EM Squared Miami, LLC             | 3061 W Sunrise Blvd          | Fort Lauderdale   | FL | 33311 | 786/845-6402 |      |
| G964008 | K-Corp. Lee, Inc.                 | 4336 Palm Beach Boulevard    | Fort Myers        | FL | 33905 | 239/997-1992 |      |
| G964010 | K-Corp. Lee, Inc.                 | 12250 South Cleveland Avenue | Fort Myers        | FL | 33907 | 239/997-1992 |      |
| G135249 | FQSR, LLC (dba KBP Foods)         | 2801 Reynolds Drive          | Fort Pierce       | FL | 34945 | 913/428-3636 | **   |
| G135247 | FQSR, LLC (dba KBP Foods)         | 405 South Fourth Street      | Fort Pierce       | FL | 34950 | 913/428-3636 |      |
| J718323 | JRN, Inc.                         | 500 Mary Esther Cutoff       | Fort Walton Beach | FL | 32548 | 931/490-4765 |      |
| E685031 | D.E. Foods, LLC                   | 1231 East University Avenue  | Gainesville       | FL | 32641 | 781/982-0755 |      |
| E685034 | D.E. Foods, LLC                   | 3750 NW 13th Street          | Gainesville       | FL | 32609 | 781/982-0755 |      |
| E685030 | D.E. Foods, LLC                   | 3525 Southwest Archer Road   | Gainesville       | FL | 32608 | 781/982-0755 |      |
| E320087 | EM Squared, LLC                   | 6712 Forest Hills Blvd.      | Greenacres        | FL | 33413 | 786/845-6402 |      |
| E320078 | EM Squared, LLC                   | 4507 Lake Worth Road         | Greenacres        | FL | 33463 | 786/845-6402 |      |
| G112007 | FLG Chicken, LLC                  | 14405 Monte Vista Road       | Groveland         | FL | 34736 | 321/939-2924 |      |
| H690003 | Arnold & Sons, LLC                | 35854 Highway 27             | Haines City       | FL | 33844 | 216/314-0277 |      |
| G135317 | FQSR, LLC (dba KBP Foods)         | 815 W Hallandale Beach Blvd  | Hallandale        | FL | 33009 | 913/428-3636 |      |
| E320108 | EM Squared Miami, LLC             | 15402 NW 77th Ct             | Hialeah           | FL | 33016 | 786/845-6402 |      |
| E320102 | EM Squared Miami, LLC             | 444 Hialeah Dr               | Hialeah           | FL | 33010 | 786/845-6402 |      |
| G135940 | FQSR, LLC (dba KBP Foods)         | 811 West 49th Street         | Hialeah           | FL | 33012 | 913/428-3636 |      |
| G135941 | FQSR, LLC (dba KBP Foods)         | 6725 West 28th Avenue        | Hialeah           | FL | 33016 | 913/428-3636 |      |
| G135942 | FQSR, LLC (dba KBP Foods)         | 8001 NW 95th Street          | Hialeah Gardens   | FL | 33016 | 913/428-3636 | **** |
| G135622 | FQSR, LLC (dba KBP Foods)         | 2039 US Hwy19                | Holiday           | FL | 34691 | 913/428-3636 |      |

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| G979004 | E.A.P. Management Corp.      | 5951 Sheridan Street                | Hollywood        | FL | 33021 | 954/920-1802 |      |
| E320101 | EM Squared Miami, LLC        | 30010 S. Federal Hwy.               | Homestead        | FL | 33033 | 786/845-6402 |      |
| E320150 | EM Squared Miami, LLC        | 3055 NE 8th St                      | Homestead        | FL | 33033 | 786/845-6402 |      |
| E320135 | EM Squared Miami, LLC        | 630 N. 15th Street                  | Immokalee        | FL | 34142 | 786/845-6402 |      |
| L518058 | Tasty Chick'n Southeast, LLC | 3930 University Blvd W              | Jacksonville     | FL | 32217 | 310/943-4997 |      |
| L518059 | Tasty Chick'n Southeast, LLC | 7276 103rd Street                   | Jacksonville     | FL | 32210 | 310/943-4997 |      |
| L518060 | Tasty Chick'n Southeast, LLC | 1146 Dunn Ave                       | Jacksonville     | FL | 32218 | 310/943-4997 |      |
| L518063 | Tasty Chick'n Southeast, LLC | 8033 Normandy Blvd                  | Jacksonville     | FL | 32221 | 310/943-4997 |      |
| L518064 | Tasty Chick'n Southeast, LLC | 9551 Regency Square Blvd North      | Jacksonville     | FL | 32225 | 310/943-4997 |      |
| L518093 | Tasty Chick'n Southeast, LLC | 8227 Old Middleburg Rd S            | Jacksonville     | FL | 32222 | 310/943-4997 |      |
| L518077 | Tasty Chick'n Southeast, LLC | 1909 N. Main Street                 | Jacksonville     | FL | 32206 | 310/943-4997 |      |
| L518078 | Tasty Chick'n Southeast, LLC | 2258 Edgewood Ave. W                | Jacksonville     | FL | 32209 | 310/943-4997 |      |
| L518066 | Tasty Chick'n Southeast, LLC | 8003 Merrill Rd                     | Jacksonville     | FL | 32277 | 310/943-4997 |      |
| L518065 | Tasty Chick'n Southeast, LLC | 4495 Roosevelt Blvd.                | Jacksonville     | FL | 32210 | 310/943-4997 | **** |
| L518069 | Tasty Chick'n Southeast, LLC | 10770 Beach Blvd                    | Jacksonville     | FL | 32246 | 310/943-4997 |      |
| L518068 | Tasty Chick'n Southeast, LLC | 4201 Oldfield Crossing Drive        | Jacksonville     | FL | 32223 | 310/943-4997 |      |
| L518061 | Tasty Chick'n Southeast, LLC | 8761 Baymeadows Rd                  | Jacksonville     | FL | 32256 | 310/943-4997 |      |
| L518057 | Tasty Chick'n Southeast, LLC | 1007 Lane Ave S                     | Jacksonville     | FL | 32205 | 310/943-4997 |      |
| G135250 | FQSR, LLC (dba KBP Foods)    | 3315 N.W. Federal Highway           | Jensen Beach     | FL | 34957 | 913/428-3636 |      |
| E320084 | EM Squared, LLC              | 6700 W. Indiantown Rd.              | Jupiter          | FL | 33458 | 786/845-6402 |      |
| G112011 | FLG Chicken, LLC             | 8557 W Irlø Bronson Memorial Hwy    | Kissimmee        | FL | 34747 | 321/939-2924 |      |
| L940026 | Lyon Management Co., Inc.    | 313 S.W. Baya Drive                 | Lake City        | FL | 32025 | 912/384-8222 |      |
| G112001 | FLG Chicken, LLC             | 3890 Lake Emma Road                 | Lake Mary        | FL | 32746 | 321/939-2924 |      |
| G135246 | FQSR, LLC (dba KBP Foods)    | 885 U.S. Highway 60 West            | Lake Wales       | FL | 33853 | 913/428-3636 |      |
| E320099 | EM Squared, LLC              | 4081 South State Rd 7               | Lake Worth       | FL | 33449 | 786/845-6402 |      |
| G135060 | FQSR, LLC (dba KBP Foods)    | 3630 U.S. Highway 98, N.            | Lakeland         | FL | 33809 | 913/428-3636 |      |
| G135049 | FQSR, LLC (dba KBP Foods)    | 727 E. Memorial Boulevard           | Lakeland         | FL | 33801 | 913/428-3636 | **** |
| G135047 | FQSR, LLC (dba KBP Foods)    | 5204 S. Florida Avenue              | Lakeland         | FL | 33813 | 913/428-3636 |      |
| G135870 | FQSR, LLC (dba KBP Foods)    | 17750 Aprile Dr.                    | Land O Lakes     | FL | 34638 | 913/428-3636 |      |
| G974009 | Phil Mook Enterprises, Inc.  | 21617 Village Lakes Shopping Center | Land O' Lakes    | FL | 34639 | 813/681-4841 |      |
| E320079 | EM Squared, LLC              | 1226 West Lantana                   | Lantana          | FL | 33462 | 786/845-6402 |      |
| E320125 | EM Squared Miami, LLC        | 3298 N State Road 7                 | Lauderdale Lakes | FL | 33319 | 786/845-6402 |      |
| G979010 | Central Florida KFC, Inc.    | 700 North 14th Street               | Leesburg         | FL | 34748 | 954/920-1802 |      |
| L940025 | Lyon Management Co., Inc.    | 823 South Ohio Avenue               | Live Oak         | FL | 32064 | 912/384-8222 |      |
| F569055 | QSR SE LLC                   | 2209 So. Hwy. 77                    | Lynn Haven       | FL | 32444 | 919/225-5363 |      |
| L518076 | Tasty Chick'n Southeast, LLC | 1480 S. 6th Street                  | Macclenny        | FL | 32063 | 310/943-4997 |      |
| G135309 | FQSR, LLC (dba KBP Foods)    | 6501 Overseas Highway               | Marathon         | FL | 33050 | 913/428-3636 | **** |
| E320115 | EM Squared Miami, LLC        | 2446 N. State Road 7                | Margate          | FL | 33063 | 786/845-6402 |      |
| F569050 | QSR East LLC                 | 4337 Lafayette Street               | Marianna         | FL | 32446 | 919/225-5363 |      |
| J043001 | J. Mark Clark                | 3000 Lake Washington Road           | Melbourne        | FL | 32934 | 321/242-1656 |      |
| O29536  | Luihn VantEdge Partners, LLC | 8363 W Flagler Street               | Miami            | FL | 33144 | 919/850-0558 | **** |
| E320132 | EM Squared Miami, LLC        | 11585 Quail Roost Drive             | Miami            | FL | 33157 | 786/845-6402 | **** |
| E320130 | EM Squared Miami, LLC        | 720 NW 37th Avenue                  | Miami            | FL | 33125 | 786/845-6402 |      |
| E320107 | EM Squared Miami, LLC        | 13200 SW 8th St                     | Miami            | FL | 33184 | 786/845-6402 |      |

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| E320109 | EM Squared Miami, LLC             | 19775 S Dixie Hwy.                  | Miami             | FL | 33157 | 786/845-6402 |      |
| E320110 | EM Squared Miami, LLC             | 14790 SW 56th St                    | Miami             | FL | 33185 | 786/845-6402 | **** |
| E320105 | EM Squared Miami, LLC             | 701 NW 119th St                     | Miami             | FL | 33168 | 786/845-6402 |      |
| E320106 | EM Squared Miami, LLC             | 14081 SW 88th St.                   | Miami             | FL | 33186 | 786/845-6402 |      |
| E320120 | EM Squared Miami, LLC             | 3855 NW 27th Avenue                 | Miami             | FL | 33142 | 786/845-6402 | **** |
| E320131 | EM Squared Miami, LLC             | 10725 NW 41st Street                | Miami             | FL | 33178 | 786/845-6402 | **** |
| K478005 | Sayed Food Enterprises, Inc.      | 5826 Bird Road                      | Miami             | FL | 33155 | 305/937-1553 |      |
| K478006 | Sayed Food Enterprises, Inc.      | 8760 Coral Way                      | Miami             | FL | 33165 | 305/937-1553 |      |
| K478007 | Sayed Food Enterprises, Inc.      | 6195 NW 27th Ave.                   | Miami             | FL | 33142 | 305/937-1553 |      |
| E320104 | EM Squared Miami, LLC             | 7360 SW 117th Ave                   | Miami             | FL | 33183 | 786/845-6402 |      |
| E320117 | EM Squared Miami, LLC             | 2375 SW 8th Street                  | Miami             | FL | 33135 | 786/845-6402 | **** |
| E320126 | EM Squared Miami, LLC             | 3535 SW 22nd Street                 | Miami             | FL | 33145 | 786/845-6402 |      |
| E320103 | EM Squared Miami, LLC             | 949 SW 107th Ave.                   | Miami             | FL | 33174 | 786/845-6402 |      |
| E320129 | EM Squared Miami, LLC             | 12566 SW 120th St.                  | Miami             | FL | 33186 | 786/845-6402 |      |
| G135316 | FQSR, LLC (dba KBP Foods)         | 3515 N.W. Seventh Avenue            | Miami             | FL | 33127 | 913/428-3636 |      |
| E320128 | EM Squared Miami, LLC             | 11975 SW 152nd Street               | Miami             | FL | 33177 | 786/845-6402 |      |
| E320119 | EM Squared Miami, LLC             | 4800 NW 183rd Street                | Miami Gardens     | FL | 33055 | 786/845-6402 |      |
| G135298 | FQSR, LLC (dba KBP Foods)         | 17701 NW 27th Avenue                | Miami Gardens     | FL | 33056 | 913/428-3636 |      |
| E685035 | D.E. Foods, LLC                   | 2693 Blanding Blvd.                 | Middleburg        | FL | 32068 | 781/982-0755 |      |
| G979002 | E.A.P. Management Corp.           | 6090 Miramar Parkway                | Miramar           | FL | 33023 | 954/920-1802 |      |
| G979007 | E.A.P. Management Corp.           | 3650 Utopia Drive                   | Miramar           | FL | 33023 | 954/920-1802 | **** |
| G964013 | K-Corp. Collier, Inc.             | 12225 Collier Boulevard             | Naples            | FL | 34116 | 239/997-1992 |      |
| J718324 | JRN, Inc.                         | 8688 Navarre Parkway                | Navarre           | FL | 32566 | 931/490-4765 |      |
| L518075 | Tasty Chick'n Southeast, LLC      | 626 Atlantic Boulevard              | Neptune Beach     | FL | 32266 | 310/943-4997 |      |
| G135058 | FQSR, LLC (dba KBP Foods)         | 4312 U.S. Highway 19                | New Port Richey   | FL | 34652 | 913/428-3636 | **** |
| F569062 | QSR SE LLC                        | 8242 Little Road                    | New Port Richey   | FL | 34654 | 919/225-5363 | **** |
| G964009 | K-Corp. Lee, Inc.                 | 13160 Highway 41 North              | North Fort Myers  | FL | 33903 | 239/997-1992 |      |
| E320124 | EM Squared Miami, LLC             | 7107 W McNab Road                   | North Lauderdale  | FL | 33068 | 786/845-6402 |      |
| G979005 | E.A.P. Management Corp.           | 20285 Northwest 2nd Avenue          | North Miami Beach | FL | 33169 | 954/920-1802 |      |
| G135297 | FQSR, LLC (dba KBP Foods)         | 16215 Northeast 15th Avenue         | North Miami Beach | FL | 33162 | 913/428-3636 |      |
| G135299 | FQSR, LLC (dba KBP Foods)         | 13801 North East Biscayne Boulevard | North Miami Beach | FL | 33181 | 913/428-3636 |      |
| E320080 | EM Squared, LLC                   | 2561 Northlake Blvd.                | North Palm Beach  | FL | 33403 | 786/845-6402 |      |
| E320151 | EM Squared Miami, LLC             | 5682 TUSCOLA BLVD                   | North Port        | FL | 34287 | 786/845-6402 |      |
| E320116 | EM Squared Miami, LLC             | 2101 W Oakland Blvd                 | Oakland Park      | FL | 33311 | 786/845-6402 |      |
| G112010 | FLG Chicken, LLC                  | 3815 E Silver Springs Blvd          | Ocala             | FL | 34470 | 321/939-2924 |      |
| L518092 | Tasty Chick'n Southeast, LLC      | 3615 West Silver Springs Blvd       | Ocala             | FL | 34475 | 310/943-4997 |      |
| L518067 | Tasty Chick'n Southeast, LLC      | 3810 SW College Rd                  | Ocala             | FL | 34474 | 310/943-4997 |      |
| G966010 | Lisa A. Barton and Doris A. Lewis | 3387 Highway 441 South              | Okeechobee        | FL | 34974 | 561/996-7491 |      |
| L518070 | Tasty Chick'n Southeast, LLC      | 17 Blanding Blvd                    | Orange Park       | FL | 32073 | 310/943-4997 |      |
| G112006 | FLG Chicken, LLC                  | 6607 West Colonial Drive            | Orlando           | FL | 32818 | 321/939-2924 |      |
| G112004 | FLG Chicken, LLC                  | 12195 S. Apopka Vineland Rd.        | Orlando           | FL | 32836 | 321/939-2924 |      |
| G112003 | FLG Chicken, LLC                  | 426 East Michigan Street            | Orlando           | FL | 32806 | 321/939-2924 | **   |
| J718272 | JRN, Inc.                         | 294 West Granada Avenue             | Ormond Beach      | FL | 32174 | 931/490-4765 |      |
| J718320 | JRN, Inc.                         | 4683 Highway 90                     | Pace              | FL | 32571 | 931/490-4765 |      |

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| H690006 | Arnold & Sons, LLC          | 4901 Babcock Street, N.E.            | Palm Bay         | FL | 32905 | 216/314-0277 |      |
| J718275 | JRN, Inc.                   | 3 Old Kings Road                     | Palm Coast       | FL | 32137 | 931/490-4765 |      |
| F569057 | QSR East LLC                | 33420 US Highway 19 North            | Palm Harbor      | FL | 34684 | 919/225-5363 |      |
| F569053 | QSR SE LLC                  | 427 S. Tyndall Parkway               | Panama City      | FL | 32404 | 919/225-5363 |      |
| G979008 | E.A.P. Management Corp.     | 15821 Pines Blvd.                    | Pembroke Pines   | FL | 33027 | 954/920-1802 | **** |
| G979006 | E.A.P. Management Corp.     | 9951 Pines Blvd.                     | Pembroke Pines   | FL | 33024 | 954/920-1802 |      |
| G979003 | E.A.P. Management Corp.     | 1836 University Drive                | Pembroke Pines   | FL | 33024 | 954/920-1802 |      |
| J718317 | JRN, Inc.                   | 5 W. Nine Mile Road                  | Pensacola        | FL | 32534 | 931/490-4765 |      |
| J718314 | JRN, Inc.                   | 6000 Mobile Highway                  | Pensacola        | FL | 32526 | 931/490-4765 |      |
| J718210 | JRN, Inc.                   | 5080 N. 9th Ave.                     | Pensacola        | FL | 32504 | 931/490-4765 |      |
| E685033 | D.E. Foods, LLC             | 2100 South Byron Butler              | Perry            | FL | 32348 | 781/982-0755 |      |
| G135044 | FQSR, LLC (dba KBP Foods)   | 6595 Park Boulevard                  | Pinellas Park    | FL | 33781 | 913/428-3636 |      |
| G974006 | Phil Mook Enterprises, Inc. | 2305 James L Redman Parkway          | Plant City       | FL | 33563 | 813/681-4841 |      |
| E320111 | EM Squared Miami, LLC       | 8221 West Broward Blvd               | Plantation       | FL | 33324 | 786/845-6402 | **** |
| E320114 | EM Squared Miami, LLC       | 341 W Atlantic Blvd                  | Pompano Beach    | FL | 33060 | 786/845-6402 |      |
| E320090 | EM Squared, LLC             | 2292 N. Federal Hwy.                 | Pompano Beach    | FL | 33062 | 786/845-6402 |      |
| G964006 | K-Corp. Charlotte, Inc.     | 4635 Tamiami Trail                   | Port Charlotte   | FL | 33980 | 239/997-1992 |      |
| J718274 | JRN, Inc.                   | 1035 Dunlawton Avenue                | Port Orange      | FL | 32127 | 931/490-4765 |      |
| G135055 | FQSR, LLC (dba KBP Foods)   | 11818 U.S. Highway 19                | Port Richey      | FL | 34668 | 913/428-3636 | **** |
| F569058 | QSR SE LLC                  | 9406 U.S. Highway 19                 | Port Richey      | FL | 34668 | 919/225-5363 |      |
| H690002 | Arnold & Sons, LLC          | 6105 No U.S. Highway, 1 (Cocoa)      | Port Saint John  | FL | 32927 | 216/314-0277 |      |
| G135265 | FQSR, LLC (dba KBP Foods)   | 1641 N.W. Saint Lucie West Boulevard | Port Saint Lucie | FL | 34986 | 913/428-3636 | **** |
| G135251 | FQSR, LLC (dba KBP Foods)   | 246 S.W. Port St. Lucie Boulevard    | Port Saint Lucie | FL | 34984 | 913/428-3636 |      |
| J718201 | JRN, Inc.                   | 1307 W. Jefferson St.                | Quincy           | FL | 32351 | 931/490-4765 |      |
| G974016 | Phil Mook Enterprises, Inc. | 7007 US 301 S                        | Riverview        | FL | 33578 | 813/681-4841 |      |
| E320081 | EM Squared, LLC             | 1581 W. Blue Heron Blvd.             | Riviera Beach    | FL | 33404 | 786/845-6402 |      |
| G112005 | FLG Chicken, LLC            | 1842 Rockledge Blvd                  | Rockledge        | FL | 32955 | 321/939-2924 |      |
| E320082 | EM Squared, LLC             | 667 Royal Palm Beach Blvd.           | Royal Palm Beach | FL | 33411 | 786/845-6402 |      |
| G974012 | Phil Mook Enterprises, Inc. | 3102 College Avenue East             | Ruskin           | FL | 33570 | 813/681-4841 |      |
| G135052 | FQSR, LLC (dba KBP Foods)   | 6300 Ninth Street, N.                | Saint Petersburg | FL | 33702 | 913/428-3636 |      |
| G135037 | FQSR, LLC (dba KBP Foods)   | 770 34th Street, N.                  | Saint Petersburg | FL | 33713 | 913/428-3636 |      |
| F569051 | QSR SE LLC                  | 2430 34th St S                       | Saint Petersburg | FL | 33711 | 919/225-5363 |      |
| J718291 | JRN, Inc.                   | 3780 Bee Ridge Road                  | Sarasota         | FL | 34233 | 931/490-4765 |      |
| G135689 | FQSR, LLC (dba KBP Foods)   | 6301 15th Street E                   | Sarasota         | FL | 34243 | 913/428-3636 |      |
| G135245 | FQSR, LLC (dba KBP Foods)   | 1809 U.S. Highway 1                  | Sebastian        | FL | 32958 | 913/428-3636 | **** |
| H690005 | Arnold & Sons, LLC          | 960 U.S. Highway 27, N.              | Sebring          | FL | 33870 | 216/314-0277 |      |
| G974007 | Phil Mook Enterprises, Inc. | 803 Dr. Martin Luther King Boulevard | Seffner          | FL | 33584 | 813/681-4841 |      |
| E685032 | D.E. Foods, LLC             | 640 South Walnut                     | Starke           | FL | 32091 | 781/982-0755 |      |
| G135266 | FQSR, LLC (dba KBP Foods)   | 2419 SE Federal Highway              | Stuart           | FL | 34994 | 913/428-3636 | **   |
| E320123 | EM Squared Miami, LLC       | 3300 N. Nob Hill Road                | Sunrise          | FL | 33351 | 786/845-6402 |      |
| E320118 | EM Squared Miami, LLC       | 2491 North University Dr             | Sunrise          | FL | 33322 | 786/845-6402 |      |
| J718279 | JRN, Inc.                   | 4650 W. Tennessee Street             | Tallahassee      | FL | 32304 | 931/490-4765 |      |
| J718245 | JRN, Inc.                   | 3008 Apalachee Parkway               | Tallahassee      | FL | 32301 | 931/490-4765 |      |
| J718326 | JRN, Inc.                   | 2828 North Monroe Street             | Tallahassee      | FL | 32303 | 931/490-4765 |      |

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| E320133 | EM Squared Miami, LLC              | 7556 NW 58th Street                 | Tamarac         | FL | 33321 | 786/845-6402 |      |
| G135056 | FQSR, LLC (dba KBP Foods)          | 2212 E. Fowler Avenue               | Tampa           | FL | 33612 | 913/428-3636 |      |
| G135059 | FQSR, LLC (dba KBP Foods)          | 5367 Ehrlich Road                   | Tampa           | FL | 33625 | 913/428-3636 | **** |
| G135041 | FQSR, LLC (dba KBP Foods)          | 1733 N. 50th Street                 | Tampa           | FL | 33619 | 913/428-3636 |      |
| G135039 | FQSR, LLC (dba KBP Foods)          | 7605 W. Hillsborough Avenue         | Tampa           | FL | 33615 | 913/428-3636 |      |
| G135048 | FQSR, LLC (dba KBP Foods)          | 4402 W. Gandy Boulevard             | Tampa           | FL | 33611 | 913/428-3636 |      |
| G135063 | FQSR, LLC (dba KBP Foods)          | 1605 W. Kennedy Boulevard           | Tampa           | FL | 33606 | 913/428-3636 | **** |
| G135038 | FQSR, LLC (dba KBP Foods)          | 3509 E. Busch Boulevard             | Tampa           | FL | 33612 | 913/428-3636 |      |
| G135040 | FQSR, LLC (dba KBP Foods)          | 4302 N. Armenia Avenue              | Tampa           | FL | 33607 | 913/428-3636 | **** |
| G135053 | FQSR, LLC (dba KBP Foods)          | 8201 N. Florida Avenue              | Tampa           | FL | 33604 | 913/428-3636 |      |
| G135043 | FQSR, LLC (dba KBP Foods)          | 8550 N. Dale Mabry Highway          | Tampa           | FL | 33614 | 913/428-3636 |      |
| G135045 | FQSR, LLC (dba KBP Foods)          | 3202 E. Hillsborough Avenue         | Tampa           | FL | 33610 | 913/428-3636 |      |
| G979021 | Central Florida KFC, Inc.          | 3860 Wedgewood Lane                 | The Villages    | FL | 32162 | 954/920-1802 |      |
| G112013 | FLG Chicken, LLC                   | 939 N Central Ave                   | Umatilla        | FL | 32784 | 321/939-2924 |      |
| G974011 | Phil Mook Enterprises, Inc.        | 2218 East Bloomingdale Avenue       | Valrico         | FL | 33596 | 813/681-4841 |      |
| G135244 | FQSR, LLC (dba KBP Foods)          | 4040 20th Street                    | Vero Beach      | FL | 32960 | 913/428-3636 |      |
| H690004 | Arnold & Sons, LLC                 | 899 S. Sixth Avenue                 | Wauchula        | FL | 33873 | 216/314-0277 |      |
| E320098 | EM Squared, LLC                    | 1249 Palm Beach Lakes Blvd          | West Palm Beach | FL | 33401 | 786/845-6402 |      |
| E320076 | EM Squared, LLC                    | 980 North Military Trail            | West Palm Beach | FL | 33415 | 786/845-6402 |      |
| E320077 | EM Squared, LLC                    | 4720 Broadway                       | West Palm Beach | FL | 33407 | 786/845-6402 |      |
| E320085 | EM Squared, LLC                    | 3045 North Military Trail           | West Palm Beach | FL | 33409 | 786/845-6402 |      |
| E320086 | EM Squared, LLC                    | 2525 South Military Trail           | West Palm Beach | FL | 33415 | 786/845-6402 |      |
| G135051 | FQSR, LLC (dba KBP Foods)          | 401 Cypress Gardens Boulevard, S.E. | Winter Haven    | FL | 33880 | 913/428-3636 |      |
| L518079 | Tasty Chick'n Southeast, LLC       | 76106 Sidney Place                  | Yulee           | FL | 32097 | 310/943-4997 |      |
| G974008 | Phil Mook Enterprises, Inc.        | 5506 North Gall Boulevard           | Zephyrhills     | FL | 33542 | 813/681-4841 |      |
| G135092 | FQSR, LLC (dba KBP Foods)          | 6760 Highway 92                     | Acworth         | GA | 30102 | 913/428-3636 | **** |
| G135088 | FQSR, LLC (dba KBP Foods)          | 5040 Cherokee Street                | Acworth         | GA | 30101 | 913/428-3636 |      |
| J718204 | JRN, Inc.                          | 400 Oglethorpe Avenue               | Albany          | GA | 31701 | 931/490-4765 |      |
| J718219 | JRN, Inc.                          | 2727 Dawson Rd.                     | Albany          | GA | 31707 | 931/490-4765 |      |
| J718203 | JRN, Inc.                          | 1723 E Oglethorpe Blvd              | Albany          | GA | 31705 | 931/490-4765 |      |
| L940006 | Walter W. Lyon                     | 502 S. Pierce Street                | Alma            | GA | 31510 | 912/384-8222 |      |
| L940020 | Lyon Management Co., Inc.          | 102 Tripp St                        | Americus        | GA | 31709 | 912/384-8222 |      |
| L940012 | Lyon Management Co., Inc.          | 710 E. Washington Avenue            | Ashburn         | GA | 31714 | 912/384-8222 |      |
| G135180 | FQSR, LLC (dba KBP Foods)          | 2150 Barnett Shoals Road            | Athens          | GA | 30605 | 913/428-3636 |      |
| G135074 | FQSR, LLC (dba KBP Foods)          | 3901 Buford Hwy NE                  | Atlanta         | GA | 30329 | 913/428-3636 |      |
| G135107 | FQSR, LLC (dba KBP Foods)          | 3604 Bakers Ferry Rd SW             | Atlanta         | GA | 30331 | 913/428-3636 | **** |
| G135109 | FQSR, LLC (dba KBP Foods)          | 5245 Old National Hwy               | Atlanta         | GA | 30349 | 913/428-3636 |      |
| G135112 | FQSR, LLC (dba KBP Foods)          | 2840 Greenbriar Pkwy. SW            | Atlanta         | GA | 30331 | 913/428-3636 |      |
| G135106 | FQSR, LLC (dba KBP Foods)          | 23 Joseph E Lowery Blvd. SW         | Atlanta         | GA | 30314 | 913/428-3636 |      |
| G135117 | FQSR, LLC (dba KBP Foods)          | 3510 Cascade Rd. SW                 | Atlanta         | GA | 30331 | 913/428-3636 |      |
| G135118 | FQSR, LLC (dba KBP Foods)          | 2475 Bouldercrest Rd. SE            | Atlanta         | GA | 30316 | 913/428-3636 |      |
| D241027 | PMTD Restaurants, LLC              | 1816 Walton Way                     | Augusta         | GA | 30904 | 770/384-1000 |      |
| E960050 | Savannah Service & Food (YUM), LLC | 3425 Wrightsboro Road               | Augusta         | GA | 30909 | 912/764-9991 |      |
| D241029 | PMTD Restaurants, LLC              | 2029 Windsor Springs Road           | Augusta         | GA | 30906 | 770/384-1000 |      |

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| F569072 | QSR SE LLC                               | 1015 E. Shotwell St.                   | Bainbridge      | GA | 39819 | 919/225-5363 |      |
| L940002 | Lyon Management Co., Inc.                | 400 East Parker Street                 | Baxley          | GA | 31513 | 912/384-8222 |      |
| E320022 | Fulenwider Enterprises, Inc.             | 369 Bracket Way                        | Blairsville     | GA | 30512 | 786/845-6402 | **** |
| J064001 | Lot Chicken, L.L.C.                      | 155 U.S. Highway 27 Bypass             | Bremen          | GA | 30110 | 770/650-2901 | **** |
| E960008 | Inman & Mary Sue Hodges Ltd Partnership* | 400 Warren Mason Highway               | Brunswick       | GA | 31520 | 912/764-9991 |      |
| G135077 | FQSR, LLC (dba KBP Foods)                | 4368 Highway 20                        | Buford          | GA | 30518 | 913/428-3636 |      |
| G135097 | FQSR, LLC (dba KBP Foods)                | 723 Highway 53                         | Calhoun         | GA | 30701 | 913/428-3636 |      |
| L278001 | R&R Atlanta LLC                          | 1855 Marietta Highway                  | Canton          | GA | 30114 | 410/573-0220 |      |
| G135089 | FQSR, LLC (dba KBP Foods)                | 575 Bankhead Hwy                       | Carrollton      | GA | 30117 | 913/428-3636 |      |
| G135100 | FQSR, LLC (dba KBP Foods)                | 255 Cherokee Place                     | Cartersville    | GA | 30121 | 913/428-3636 |      |
| J718152 | JRN, Inc.                                | 1043 North Third Avenue                | Chatsworth      | GA | 30705 | 931/490-4765 |      |
| J718296 | JRN, Inc.                                | 5615 Milgen Road                       | Columbus        | GA | 31907 | 931/490-4765 |      |
| J718301 | JRN, Inc.                                | 1801 South Lumpkin Road                | Columbus        | GA | 31903 | 931/490-4765 |      |
| J718299 | JRN, Inc.                                | 6760 Veterans Parkway                  | Columbus        | GA | 31909 | 931/490-4765 |      |
| J718302 | JRN, Inc.                                | 3100 Buena Vista Road                  | Columbus        | GA | 31906 | 931/490-4765 |      |
| J718300 | JRN, Inc.                                | 1934 Manchester Expressway             | Columbus        | GA | 31904 | 931/490-4765 |      |
| G135079 | FQSR, LLC (dba KBP Foods)                | 2430 Salem Road SE                     | Conyers         | GA | 30013 | 913/428-3636 |      |
| G135070 | FQSR, LLC (dba KBP Foods)                | 1675 Highway 138 SE                    | Conyers         | GA | 30013 | 913/428-3636 |      |
| J718208 | JRN, Inc.                                | 1504 E. 16th Avenue                    | Cordele         | GA | 31015 | 931/490-4765 |      |
| D241012 | PMTD Restaurants, LLC                    | 1467 Highway 441 Bypass                | Cornelia        | GA | 30531 | 770/384-1000 |      |
| G135076 | FQSR, LLC (dba KBP Foods)                | 6103 Highway 278 NW                    | Covington       | GA | 30014 | 913/428-3636 |      |
| G135078 | FQSR, LLC (dba KBP Foods)                | 695 Atlanta Rd                         | Cumming         | GA | 30040 | 913/428-3636 |      |
| G135090 | FQSR, LLC (dba KBP Foods)                | 1245 Merchants Drive                   | Dallas          | GA | 30132 | 913/428-3636 |      |
| J718223 | JRN, Inc.                                | 1433 W. Walnut Ave.                    | Dalton          | GA | 30720 | 931/490-4765 |      |
| E960022 | H & H Food Services, L.L.C.              | 13039 GA Highway 251                   | Darien          | GA | 31305 | 912/764-9991 | **** |
| G135859 | FQSR, LLC (dba KBP Foods)                | 104 Crossroads Blvd                    | Dawsonville     | GA | 30534 | 913/428-3636 |      |
| G135071 | FQSR, LLC (dba KBP Foods)                | 2532 Wesley Chapel Rd                  | Decatur         | GA | 30035 | 913/428-3636 |      |
| G135111 | FQSR, LLC (dba KBP Foods)                | 3555 Flat Shoals Rd                    | Decatur         | GA | 30034 | 913/428-3636 |      |
| L940003 | Lyon Management Co., Inc.                | 1002 North Peterson Street             | Douglas         | GA | 31533 | 912/384-8222 |      |
| G135096 | FQSR, LLC (dba KBP Foods)                | Highway 5, Market Square Shopping Ctr. | Douglasville    | GA | 30135 | 913/428-3636 |      |
| L940022 | Lyon Management Co., Inc.                | 2182 Highway 441 South                 | Dublin          | GA | 31021 | 912/384-8222 |      |
| L940021 | Lyon Management Co., Inc.                | 1630 Veterans Boulevard                | Dublin          | GA | 31021 | 912/384-8222 |      |
| G135178 | FQSR, LLC (dba KBP Foods)                | 2080 Pleasant Hill Road                | Duluth          | GA | 30096 | 913/428-3636 |      |
| G135108 | FQSR, LLC (dba KBP Foods)                | 1395 Virginia Ave                      | East Point      | GA | 30344 | 913/428-3636 |      |
| L940014 | Lyon Management Co., Inc.                | 1020 Indian Drive                      | Eastman         | GA | 31023 | 912/384-8222 | **** |
| D241011 | PMTD Restaurants, LLC                    | 253 Elbert Street                      | Elberton        | GA | 30635 | 770/384-1000 |      |
| E960053 | Savannah Service & Food (YUM), LLC       | 516 N Belair Rd                        | Evans           | GA | 30809 | 912/764-9991 |      |
| E121020 | F & F Food Service, Inc.                 | 205 Highway 314                        | Fayetteville    | GA | 30214 | 770/650-2901 |      |
| L940004 | Lyon Management Co., Inc.                | 809 South Grant Street                 | Fitzgerald      | GA | 31750 | 912/384-8222 | **** |
| G135105 | FQSR, LLC (dba KBP Foods)                | 4845 Jonesboro Rd                      | Forest Park     | GA | 30297 | 913/428-3636 |      |
| J718225 | JRN, Inc.                                | 663 Battlefield Parkway                | Fort Oglethorpe | GA | 30742 | 931/490-4765 |      |
| D241010 | PMTD Restaurants, LLC                    | 1904 Browns Bridge Road                | Gainesville     | GA | 30501 | 770/384-1000 |      |
| E960016 | Inman & Mary Sue Hodges Ltd Partnership* | 4402 Augusta Road                      | Garden City     | GA | 31408 | 912/764-9991 |      |
| L940023 | Lyon Management Co., Inc.                | 202 Hill Street                        | Griffin         | GA | 30224 | 912/384-8222 |      |

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| L940024 | Lyon Management Co., Inc.                | 1410 North Expressway                 | Griffin        | GA | 30223 | 912/384-8222 |      |
| D241034 | PMTD Restaurants, LLC                    | 4040 Gateway Boulevard                | Grovetown      | GA | 30813 | 770/384-1000 |      |
| G135114 | FQSR, LLC (dba KBP Foods)                | 11325 Tara Blvd                       | Hampton        | GA | 30228 | 913/428-3636 | **** |
| D241033 | PMTD Restaurants, LLC                    | 4106 Windsor Spring Rd                | Hephzibah      | GA | 30815 | 770/384-1000 |      |
| E960005 | Inman & Mary Sue Hodges Ltd Partnership* | 733 E. Oglethorpe Boulevard           | Hinesville     | GA | 31313 | 912/764-9991 |      |
| E960052 | Savannah Service & Food (YUM), LLC       | 4821 US Hwy 129 North                 | Jefferson      | GA | 30549 | 912/764-9991 | **** |
| E960013 | Inman & Mary Sue Hodges Ltd Partnership* | 995 S. First Street                   | Jesup          | GA | 31545 | 912/764-9991 |      |
| G135110 | FQSR, LLC (dba KBP Foods)                | 8687 Tara Blvd                        | Jonesboro      | GA | 30236 | 913/428-3636 |      |
| G135093 | FQSR, LLC (dba KBP Foods)                | 1970 N Cobb Parkway                   | Kennesaw       | GA | 30152 | 913/428-3636 |      |
| E960051 | Savannah Service & Food (YUM), LLC       | 1364 East Boone Avenue                | Kingsland      | GA | 31548 | 912/764-9991 |      |
| D241025 | PMTD Restaurants, LLC                    | 305 New Franklin Road                 | Lagrange       | GA | 30240 | 770/384-1000 |      |
| G135176 | FQSR, LLC (dba KBP Foods)                | 4776 Sugarloaf Parkway                | Lawrenceville  | GA | 30044 | 913/428-3636 |      |
| G135177 | FQSR, LLC (dba KBP Foods)                | 675 Georgia Highway 120               | Lawrenceville  | GA | 30045 | 913/428-3636 |      |
| G135098 | FQSR, LLC (dba KBP Foods)                | 664 Thornton Road                     | Lithia Springs | GA | 30122 | 913/428-3636 |      |
| G135084 | FQSR, LLC (dba KBP Foods)                | 2848 Panola Road                      | Lithonia       | GA | 30058 | 913/428-3636 |      |
| O31389  | Locust Grove Taco, LLC                   | 313 Tanger Blvd.                      | Locust Grove   | GA | 30248 | 770/380-6991 | **** |
| G135183 | FQSR, LLC (dba KBP Foods)                | 4065 Highway 78                       | Loganville     | GA | 30052 | 913/428-3636 |      |
| K076001 | Ladybird Food Corporation                | 981 Veterans Memorial Highway, S.W.   | Mableton       | GA | 30126 | 770/739-5353 |      |
| L765019 | Whiteford's, Inc.                        | 4475 Forsyth Road                     | Macon          | GA | 31210 | 864/943-2000 |      |
| L765017 | Whiteford's, Inc.                        | 3837 Bloomfield Road                  | Macon          | GA | 31206 | 864/943-2000 |      |
| L765016 | Whiteford's, Inc.                        | 190 Tom Hill Sr. Boulevard            | Macon          | GA | 31210 | 864/943-2000 |      |
| L765020 | Whiteford's, Inc.                        | 844 Shurling Drive                    | Macon          | GA | 31211 | 864/943-2000 |      |
| L765018 | Whiteford's, Inc.                        | 4030 Pio Nono Avenue                  | Macon          | GA | 31206 | 864/943-2000 |      |
| E960039 | H & H Food Services, L.L.C.              | 1971 Eatonton Highway                 | Madison        | GA | 30650 | 912/764-9991 |      |
| G135094 | FQSR, LLC (dba KBP Foods)                | 12 Cobb Pkwy. N                       | Marietta       | GA | 30062 | 913/428-3636 |      |
| G135091 | FQSR, LLC (dba KBP Foods)                | 2540 Delk Rd SE                       | Marietta       | GA | 30067 | 913/428-3636 | **** |
| G528001 | Armin Food, Inc.                         | 1130 Powder Spring Road               | Marietta       | GA | 30064 | 770/933-8809 |      |
| G135102 | FQSR, LLC (dba KBP Foods)                | 1078 Highway 20-81                    | McDonough      | GA | 30253 | 913/428-3636 |      |
| E960020 | Inman & Mary Sue Hodges Ltd Partnership* | 1135 South Lewis Street               | Metter         | GA | 30439 | 912/764-9991 | **** |
| L940016 | Lyon Management Co., Inc.                | 2337 N. Columbia Street               | Milledgeville  | GA | 31061 | 912/384-8222 |      |
| D241009 | PMTD Restaurants, LLC                    | 1100 West Spring Street               | Monroe         | GA | 30655 | 770/384-1000 |      |
| G135103 | FQSR, LLC (dba KBP Foods)                | 1493 Mount Zion Rd                    | Morrow         | GA | 30260 | 913/428-3636 |      |
| L940007 | Lyon Management Co., Inc.                | 300 Lane Street                       | Moultrie       | GA | 31768 | 912/384-8222 |      |
| L940017 | Lyon Management Co., Inc.                | 511 South Davis Street                | Nashville      | GA | 31639 | 912/384-8222 |      |
| E121007 | F & F Food Service, Inc.                 | 398 Bullsboro Drive                   | Newnan         | GA | 30263 | 770/650-2901 |      |
| G135066 | FQSR, LLC (dba KBP Foods)                | 4025 Holcomb Bridge Rd                | Norcross       | GA | 30092 | 913/428-3636 | **** |
| G135080 | FQSR, LLC (dba KBP Foods)                | 1635 Indian Trail Rd                  | Norcross       | GA | 30093 | 913/428-3636 |      |
| D241018 | PMTD Restaurants, LLC                    | 3711 Mundy Mill Rd.                   | Oakwood        | GA | 30566 | 770/384-1000 |      |
| J718286 | JRN, Inc.                                | 1416 Sam Nunn Boulevard               | Perry          | GA | 31069 | 931/490-4765 |      |
| D241006 | RFM Enterprises, Inc.                    | 5700 Highway 354                      | Pine Mountain  | GA | 31822 | 770/384-1000 |      |
| E960018 | Inman & Mary Sue Hodges Ltd Partnership* | 1005 Highway 80 East                  | Pooler         | GA | 31322 | 912/764-9991 |      |
| G135086 | FQSR, LLC (dba KBP Foods)                | 4022 Powder Springs Rd SW             | Powder Springs | GA | 30127 | 913/428-3636 |      |
| E960019 | Inman & Mary Sue Hodges Ltd Partnership* | 4585 US Highway 17, Highway 17 @ I-95 | Richmond Hill  | GA | 31324 | 912/764-9991 |      |
| E960041 | Savannah Service & Food (YUM), LLC       | 457 S. Columbia Avenue                | Rincon         | GA | 31326 | 912/764-9991 |      |

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| J718224 | JRN, Inc.                                | 5387 Alabama Highway          | Ringgold       | GA | 30736 | 931/490-4765 |      |
| G135101 | FQSR, LLC (dba KBP Foods)                | 6892 Highway 85               | Riverdale      | GA | 30274 | 913/428-3636 |      |
| J466007 | Champion Restaurants - Fiesta, LLC       | 130 Felton Drive              | Rockmart       | GA | 30153 | 770/578-8749 | **** |
| G135095 | FQSR, LLC (dba KBP Foods)                | 820 Turner McCall Blvd        | Rome           | GA | 30161 | 913/428-3636 |      |
| G135072 | FQSR, LLC (dba KBP Foods)                | 676 Holcomb Bridge Rd         | Roswell        | GA | 30076 | 913/428-3636 |      |
| L940019 | Lyon Management Co., Inc.                | 727 South Harris              | Sandersville   | GA | 31082 | 912/384-8222 |      |
| E960009 | Inman & Mary Sue Hodges Ltd Partnership* | 2610 Skidaway Road            | Savannah       | GA | 31404 | 912/764-9991 |      |
| E960010 | H & H Food Services, L.L.C.              | 7705 Waters Avenue            | Savannah       | GA | 31406 | 912/764-9991 |      |
| E960011 | Inman & Mary Sue Hodges Ltd Partnership* | 405 W. Gwinnet Street         | Savannah       | GA | 31401 | 912/764-9991 |      |
| E960014 | Inman & Mary Sue Hodges Ltd Partnership* | 11502 Abercorn Extension      | Savannah       | GA | 31419 | 912/764-9991 |      |
| E960032 | H & H Food Services, L.L.C.              | 19 Mersy Way                  | Savannah       | GA | 31405 | 912/764-9991 |      |
| G135085 | FQSR, LLC (dba KBP Foods)                | 2637 Cobb Pkwy. SE            | Smyrna         | GA | 30080 | 913/428-3636 |      |
| G135181 | FQSR, LLC (dba KBP Foods)                | 2663 W. Main Street           | Snellville     | GA | 30078 | 913/428-3636 |      |
| E960029 | H & H Food Services, L.L.C.              | 898 Buckhead Drive            | Statesboro     | GA | 30458 | 912/764-9991 |      |
| G135104 | FQSR, LLC (dba KBP Foods)                | 102 Highway 138 W             | Stockbridge    | GA | 30281 | 913/428-3636 |      |
| G135113 | FQSR, LLC (dba KBP Foods)                | 955 Eagles Landing Parkway    | Stockbridge    | GA | 30281 | 913/428-3636 |      |
| G135073 | FQSR, LLC (dba KBP Foods)                | 5290 Highway 78               | Stone Mountain | GA | 30087 | 913/428-3636 |      |
| G135075 | FQSR, LLC (dba KBP Foods)                | 5681 Memorial Dr              | Stone Mountain | GA | 30083 | 913/428-3636 | **   |
| G135081 | FQSR, LLC (dba KBP Foods)                | 3277 Lawrenceville Suwanee Rd | Suwanee        | GA | 30024 | 913/428-3636 |      |
| L765025 | Whiteford's, Inc.                        | 302 South Main Street         | Swainsboro     | GA | 30401 | 864/943-2000 |      |
| L940008 | Lyon Management Co., Inc.                | 501 East Franklin Street      | Sylvester      | GA | 31791 | 912/384-8222 | **** |
| D241008 | PMTD Restaurants, LLC                    | 1051 Highway 19 North         | Thomaston      | GA | 30286 | 770/384-1000 |      |
| L940018 | Lyon Management Co., Inc.                | 13777 U.S. Highway 19 South   | Thomasville    | GA | 31792 | 912/384-8222 |      |
| L940015 | Lyon Management Co., Inc.                | 804 W. Second Street          | Tifton         | GA | 31794 | 912/384-8222 |      |
| D241014 | PMTD Restaurants, LLC                    | 771 Big A Road                | Toccoa         | GA | 30577 | 770/384-1000 |      |
| G135082 | FQSR, LLC (dba KBP Foods)                | 4295 Lawrenceville Highway    | Tucker         | GA | 30084 | 913/428-3636 | **** |
| G135115 | FQSR, LLC (dba KBP Foods)                | 4725 Jonesboro Road           | Union City     | GA | 30291 | 913/428-3636 |      |
| E810003 | Kentucky Fried Chicken of Valdosta, Inc. | 3026 North Ashley Street      | Valdosta       | GA | 31602 | 229/247-2395 |      |
| E810004 | Kentucky Fried Chicken of Valdosta, Inc. | 1207 North Ashley Street      | Valdosta       | GA | 31601 | 229/247-2395 |      |
| E810006 | Kentucky Fried Chicken of Valdosta, Inc. | 1300 N. Saint Augustine Road  | Valdosta       | GA | 31601 | 229/247-2395 |      |
| E960030 | H & H Food Services, L.L.C.              | 2601 E. First Street          | Vidalia        | GA | 30474 | 912/764-9991 |      |
| G135087 | FQSR, LLC (dba KBP Foods)                | 126 Highway 61                | Villa Rica     | GA | 30180 | 913/428-3636 | **** |
| J718284 | JRN, Inc.                                | 409 N. Davis Drive            | Warner Robins  | GA | 31093 | 931/490-4765 |      |
| L940011 | Lyon Management Co., Inc.                | 2405 Plant Avenue             | Waycross       | GA | 31501 | 912/384-8222 |      |
| E960038 | H & H Food Services, L.L.C.              | 600 Hopkins Corner Drive      | Waynesboro     | GA | 30830 | 912/764-9991 | **** |
| D241019 | PMTD Restaurants, LLC                    | 180 W. Athens Street          | Winder         | GA | 30680 | 770/384-1000 |      |
| G135691 | FQSR, LLC (dba KBP Foods)                | 302 North Main Street         | Wrens          | GA | 30833 | 913/428-3636 | **** |
| H730282 | Kazi Foods Corp. of Hawaii               | 98-150 Kaonohi                | Aiea           | HI | 96701 | 818/540-5497 |      |
| H730289 | Kazi Foods Corp. of Hawaii               | 91-1001 Kaimalie St.          | Ewa Beach      | HI | 96706 | 818/540-5497 |      |
| H730284 | Kazi Foods Corp. of Hawaii               | 91-590 Farrington Highway     | Ewa Beach      | HI | 96706 | 818/540-5497 |      |
| H730288 | Kazi Foods Corp. of Hawaii               | 111 E. Puainako Road          | Hilo           | HI | 96720 | 818/540-5497 |      |
| H730277 | Kazi Foods Corp. of Hawaii               | 4819 Bougainville Drive       | Honolulu       | HI | 96818 | 818/540-5497 |      |
| H730273 | Kazi Foods Corp. of Hawaii               | 1124 McCully Street           | Honolulu       | HI | 96826 | 818/540-5497 |      |
| H730276 | Kazi Foods Corp. of Hawaii               | 1704 N. King Street           | Honolulu       | HI | 96819 | 818/540-5497 |      |

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| H730279 | Kazi Foods Corp. of Hawaii             | 144 East Wakea Avenue         | Kahului        | HI | 96732 | 818/540-5497 |      |
| H730272 | Kazi Foods Corp. of Hawaii             | 11 Kainehe Street             | Kailua         | HI | 96734 | 818/540-5497 |      |
| H730292 | Kazi Foods Corp. of Hawaii             | 75-5586 Palani Road           | Kailua Kona    | HI | 96740 | 818/540-5497 |      |
| H730281 | Kazi Foods Corp. of Hawaii             | 45-480 Kaneohe Bay Dr         | Kaneohe        | HI | 96744 | 818/540-5497 |      |
| H730280 | Kazi Foods Corp. of Hawaii             | 3229 Kuhio Highway            | Lihue          | HI | 96766 | 818/540-5497 |      |
| H730285 | Kazi Foods Corp. of Hawaii             | 87-1978 Farrington Highway    | Waianae        | HI | 96792 | 818/540-5497 |      |
| H730275 | Kazi Foods Corp. of Hawaii             | 85-054 Kaupuni                | Waianae        | HI | 96792 | 818/540-5497 |      |
| H730286 | Kazi Foods Corp. of Hawaii             | 94-801 Lumiaina Street        | Waipahu        | HI | 96797 | 818/540-5497 |      |
| G160018 | Central Iowa KFC, Inc.                 | 2639 Adventureland Dr         | Altoona        | IA | 50009 | 319/728-3282 | **** |
| G160019 | Central Iowa KFC, Inc.                 | 918 E 1st Street              | Ankeny         | IA | 50021 | 319/728-3282 |      |
| C029049 | Franchise Management Investors US, LLC | 905 W. Seventh Street         | Atlantic       | IA | 50022 | 506/323-1878 | **** |
| C029052 | Franchise Management Investors US, LLC | 345 North Roosevelt Road      | Burlington     | IA | 52601 | 506/323-1878 |      |
| C029064 | Franchise Management Investors US, LLC | 6104 University Avenue        | Cedar Falls    | IA | 50613 | 506/323-1878 | **   |
| C029061 | Franchise Management Investors US, LLC | 3927 Center Point Road        | Cedar Rapids   | IA | 52402 | 506/323-1878 |      |
| C029054 | Franchise Management Investors US, LLC | 1334 Edgewood Road South West | Cedar Rapids   | IA | 52404 | 506/323-1878 |      |
| K055004 | Kels Foods, Inc.                       | 306 East Maple                | Centerville    | IA | 52544 | 815/235-7515 | **** |
| G135206 | FQSR, LLC (dba KBP Foods)              | 924 N. 2nd Street             | Clinton        | IA | 52732 | 913/428-3636 | **   |
| G160016 | Central Iowa KFC, Inc.                 | 11406 Forest Avenue           | Clive          | IA | 50325 | 319/728-3282 |      |
| G135033 | FQSR, LLC (dba KBP Foods)              | 1751 Madison Avenue           | Council Bluffs | IA | 51503 | 913/428-3636 |      |
| G135035 | FQSR, LLC (dba KBP Foods)              | 2810 W. Broadway              | Council Bluffs | IA | 51501 | 913/428-3636 |      |
| G135003 | FQSR, LLC (dba KBP Foods)              | 208 W. Locust Street          | Davenport      | IA | 52803 | 913/428-3636 |      |
| G135002 | FQSR, LLC (dba KBP Foods)              | 3843 Elmore Ave               | Davenport      | IA | 52807 | 913/428-3636 |      |
| G135005 | FQSR, LLC (dba KBP Foods)              | 1012 West Kimberly            | Davenport      | IA | 52806 | 913/428-3636 |      |
| G160010 | Central Iowa KFC, Inc.                 | 902 East Euclid Avenue        | Des Moines     | IA | 50316 | 319/728-3282 |      |
| G160012 | Central Iowa KFC, Inc.                 | 4005 Merle Hay Road           | Des Moines     | IA | 50310 | 319/728-3282 |      |
| G160013 | Central Iowa KFC, Inc.                 | 4815 Southwest 9th Street     | Des Moines     | IA | 50315 | 319/728-3282 |      |
| G160011 | Central Iowa KFC, Inc.                 | 2517 Hubbell Avenue           | Des Moines     | IA | 50317 | 319/728-3282 | **** |
| C029062 | Franchise Management Investors US, LLC | 1725 John F. Kennedy Road     | Dubuque        | IA | 52002 | 506/323-1878 |      |
| C029053 | Franchise Management Investors US, LLC | 1957 Central Avenue           | Dubuque        | IA | 52001 | 506/323-1878 |      |
| C029066 | Franchise Management Investors US, LLC | 3057 First Avenue, S.         | Fort Dodge     | IA | 50501 | 506/323-1878 | **** |
| C029056 | Franchise Management Investors US, LLC | 1421 Avenue H                 | Fort Madison   | IA | 52627 | 506/323-1878 | **** |
| G160022 | Central Iowa KFC, Inc.                 | 130 Highway 1 West            | Iowa City      | IA | 52246 | 319/728-3282 |      |
| C029068 | Franchise Management Investors US, LLC | 3010 Main Street              | Keokuk         | IA | 52632 | 506/323-1878 |      |
| C029060 | Franchise Management Investors US, LLC | 1925 Seventh Avenue           | Marion         | IA | 52302 | 506/323-1878 |      |
| G160021 | Central Iowa KFC, Inc.                 | 3007 S Center Street          | Marshalltown   | IA | 50158 | 319/728-3282 |      |
| C029067 | Franchise Management Investors US, LLC | 1615 4th Street Southwest     | Mason City     | IA | 50401 | 506/323-1878 |      |
| G160005 | Central Iowa KFC, Inc.                 | 701 Wohlleber Drive           | Mount Pleasant | IA | 52641 | 319/728-3282 | **** |
| C029055 | Franchise Management Investors US, LLC | 2515 Park Avenue              | Muscatine      | IA | 52761 | 506/323-1878 |      |
| C029057 | Franchise Management Investors US, LLC | 1300 West 18th Street, South  | Newton         | IA | 50208 | 506/323-1878 | **** |
| 030424  | Sundance, Inc.                         | 107 Ariel Circle              | Osceola        | IA | 50213 | 248/446-0100 | **** |
| G160002 | Central Iowa KFC, Inc.                 | 408 A Ave W                   | Oskaloosa      | IA | 52577 | 319/728-3282 |      |
| G160023 | Central Iowa KFC, Inc.                 | 1132 N. Quincy Avenue         | Ottumwa        | IA | 52501 | 319/728-3282 |      |
| C029048 | Franchise Management Investors US, LLC | 400 Senate Avenue             | Red Oak        | IA | 51566 | 506/323-1878 | **** |
| C750137 | Argonaut Food Partners, LLC            | 1500 Hamilton Boulevard       | Sioux City     | IA | 51103 | 541/273-4639 |      |

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| C750140 | Argonaut Food Partners, LLC            | 3001 Singing Hills Blvd.         | Sioux City    | IA | 51106 | 541/273-4639 |      |
| C750125 | Argonaut Food Partners, LLC            | 921 South Grand Avenue           | Spencer       | IA | 51301 | 541/273-4639 |      |
| C029065 | Franchise Management Investors US, LLC | 3115 Kimball                     | Waterloo      | IA | 50702 | 506/323-1878 |      |
| C750058 | Argonaut Food Partners, LLC            | 8440 West Overland Road          | Boise         | ID | 83709 | 541/273-4639 | *    |
| C750060 | Argonaut Food Partners, LLC            | 3545 South Federal Way           | Boise         | ID | 83705 | 541/273-4639 | *    |
| C750061 | Argonaut Food Partners, LLC            | 13375 W. Chinden Blvd.           | Boise         | ID | 83713 | 541/273-4639 | *    |
| C750009 | Argonaut Food Partners, LLC            | 243 Overland Avenue              | Burley        | ID | 83318 | 541/273-4639 |      |
| C750059 | Argonaut Food Partners, LLC            | 5102 E. Cleveland Boulevard      | Caldwell      | ID | 83607 | 541/273-4639 | *    |
| L113007 | CLC Idaho, LLC                         | 279 West Orchard                 | Hayden        | ID | 83835 | 406/543-6458 |      |
| C750026 | Argonaut Food Partners, LLC            | 680 East 17th Street             | Idaho Falls   | ID | 83404 | 541/273-4639 |      |
| L113008 | CLC Idaho, LLC                         | 2339 Thain Grade Road            | Lewiston      | ID | 83501 | 406/543-6458 |      |
| C750057 | Argonaut Food Partners, LLC            | 677 S. Main Street               | Meridian      | ID | 83642 | 541/273-4639 | *    |
| L113009 | CLC Idaho, LLC                         | 1400 South Blaine Street         | Moscow        | ID | 83843 | 406/543-6458 |      |
| C750020 | Argonaut Food Partners, LLC            | 1060 Highway 20                  | Mountain Home | ID | 83647 | 541/273-4639 |      |
| C750063 | Argonaut Food Partners, LLC            | 145 Maine Avenue E.              | Nampa         | ID | 83686 | 541/273-4639 | *    |
| C750010 | Argonaut Food Partners, LLC            | 670 Yellowstone Avenue           | Pocatello     | ID | 83201 | 541/273-4639 |      |
| L113006 | CLC Idaho, LLC                         | 325 Ross Point Road              | Post Falls    | ID | 83854 | 406/543-6458 |      |
| C750008 | Argonaut Food Partners, LLC            | 1549 Blue Lakes Boulevard, North | Twin Falls    | ID | 83301 | 541/273-4639 |      |
| G135551 | FQSR, LLC (dba KBP Foods)              | 415 South Randall Road           | Algonquin     | IL | 60102 | 913/428-3636 |      |
| G135842 | FQSR, LLC (dba KBP Foods)              | 2994 Homer Adams Parkway         | Alton         | IL | 62002 | 913/428-3636 |      |
| L518002 | Tasty Chick'n Midwest, LLC             | 1195 E. Vienna Street            | Anna          | IL | 62906 | 310/943-4997 | **** |
| D556007 | Pals Foods, Inc.                       | 325 W. IL Route 173              | Antioch       | IL | 60002 | 262/697-9106 |      |
| G135535 | FQSR, LLC (dba KBP Foods)              | 1350 E New York St               | Aurora        | IL | 60505 | 913/428-3636 |      |
| G135544 | FQSR, LLC (dba KBP Foods)              | 2240 W Galena Blvd               | Aurora        | IL | 60506 | 913/428-3636 |      |
| J625084 | Ampex Brands of Bartlett, LLC          | 960 S State Route 59             | Bartlett      | IL | 60103 | 469/917-3800 | **** |
| D148018 | EYM Chicken of Illinois, LLC           | 5601 South Washington            | Bartonville   | IL | 61607 | 214/819-3800 |      |
| J625269 | Ampex Brands of St. Louis 3, Inc.      | 645 Carlyle Avenue               | Belleville    | IL | 62221 | 469/917-3800 |      |
| J625267 | Ampex Brands of St. Louis 3, Inc.      | 4914 W. Main Street              | Belleville    | IL | 62226 | 469/917-3800 |      |
| D148003 | EYM Chicken of Illinois, LLC           | 1160 North State Street          | Belvidere     | IL | 61008 | 214/819-3800 |      |
| J718185 | JRN, Inc.                              | 634 West Main Street             | Benton        | IL | 62812 | 931/490-4765 | **** |
| G135554 | FQSR, LLC (dba KBP Foods)              | 6200 Cermak Rd.                  | Berwyn        | IL | 60402 | 913/428-3636 |      |
| G135837 | FQSR, LLC (dba KBP Foods)              | 434 W Bethalto Dr                | Bethalto      | IL | 62010 | 913/428-3636 |      |
| D148011 | EYM Chicken of Illinois, LLC           | 501 Prospect                     | Bloomington   | IL | 61704 | 214/819-3800 |      |
| D148008 | EYM Chicken of Illinois, LLC           | 1706 West Market                 | Bloomington   | IL | 61701 | 214/819-3800 |      |
| G135605 | FQSR, LLC (dba KBP Foods)              | 118 South Kennedy                | Bradley       | IL | 60915 | 913/428-3636 |      |
| G135284 | FQSR, LLC (dba KBP Foods)              | 8940 South Harlem Avenue         | Bridgeview    | IL | 60455 | 913/428-3636 |      |
| L081005 | Carol Stream Chicken, Inc.             | 297 S. Schmale Road              | Carol Stream  | IL | 60188 | 630/664-6048 |      |
| J625274 | Ampex Brands of St. Louis 3, Inc.      | 2736 Progress Ave                | Caseyville    | IL | 62232 | 469/917-3800 |      |
| D148024 | EYM Chicken of Illinois, LLC           | 2201 West Springfield Avenue     | Champaign     | IL | 61821 | 214/819-3800 |      |
| D148026 | EYM Chicken of Illinois, LLC           | 2310 Lincoln Avenue              | Charleston    | IL | 61920 | 214/819-3800 |      |
| G135286 | FQSR, LLC (dba KBP Foods)              | 5852 S. Western Avenue           | Chicago       | IL | 60636 | 913/428-3636 |      |
| G135692 | FQSR, LLC (dba KBP Foods)              | 10421 South Western Avenue       | Chicago       | IL | 60643 | 913/428-3636 |      |
| G135693 | FQSR, LLC (dba KBP Foods)              | 3357 W. Peterson Avenue          | Chicago       | IL | 60659 | 913/428-3636 |      |
| C624002 | Diza Chicken King, LLC                 | 8307 S. King Drive               | Chicago       | IL | 60619 | 917/539-8655 |      |

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| C624004 | Diza Chicken Archer, LLC          | 3696 S. Archer Avenue            | Chicago         | IL | 60609 | 917/539-8655 |      |
| G135560 | FQSR, LLC (dba KBP Foods)         | 2807 W Irving Park Rd            | Chicago         | IL | 60618 | 913/428-3636 | **** |
| G135534 | FQSR, LLC (dba KBP Foods)         | 4200 W 55th St                   | Chicago         | IL | 60632 | 913/428-3636 |      |
| G135532 | FQSR, LLC (dba KBP Foods)         | 3927 N Harlem Ave                | Chicago         | IL | 60634 | 913/428-3636 |      |
| E641003 | Jalpa, Inc.                       | 4804 N. Sheridan Road            | Chicago         | IL | 60640 | 312/322-0011 |      |
| G135287 | FQSR, LLC (dba KBP Foods)         | 1617 E. 95th Street              | Chicago         | IL | 60617 | 913/428-3636 |      |
| G135288 | FQSR, LLC (dba KBP Foods)         | 10200 S. Halsted Street          | Chicago         | IL | 60628 | 913/428-3636 |      |
| G135289 | FQSR, LLC (dba KBP Foods)         | 6034 W. North Avenue             | Chicago         | IL | 60639 | 913/428-3636 |      |
| G135290 | FQSR, LLC (dba KBP Foods)         | 1144 S. Western Avenue           | Chicago         | IL | 60612 | 913/428-3636 |      |
| G135540 | FQSR, LLC (dba KBP Foods)         | 6040 S Archer Ave                | Chicago         | IL | 60638 | 913/428-3636 |      |
| G135541 | FQSR, LLC (dba KBP Foods)         | 7445 S Stony Island Ave          | Chicago         | IL | 60649 | 913/428-3636 |      |
| L081003 | Pratt Chicken, Inc.               | 6732 North Western Avenue        | Chicago         | IL | 60645 | 630/664-6048 |      |
| L081007 | Fullerton Chicken, Inc.           | 4715 W. Fullerton Ave.           | Chicago         | IL | 60639 | 630/664-6048 |      |
| C318002 | Rajdeep Food, Inc.                | 10556 South Indianapolis         | Chicago         | IL | 60617 | 708/997-5215 |      |
| C624001 | Diza Chicken Lafayette, LLC       | 7508 S. Lafayette Avenue         | Chicago         | IL | 60620 | 917/539-8655 |      |
| L081006 | Cicero Addison Chicken, Inc.      | 3536 North Cicero Avenue         | Chicago         | IL | 60641 | 630/664-6048 |      |
| C624003 | Diza Chicken 35th, LLC            | 300 East 35th Street             | Chicago         | IL | 60616 | 917/539-8655 |      |
| G135272 | FQSR, LLC (dba KBP Foods)         | 3029 South Chicago Road          | Chicago Heights | IL | 60411 | 913/428-3636 |      |
| G135542 | FQSR, LLC (dba KBP Foods)         | 2823 S Cicero Ave                | Cicero          | IL | 60804 | 913/428-3636 |      |
| D148028 | EYM Chicken of Illinois, LLC      | 80 Clinton Plaza                 | Clinton         | IL | 61727 | 214/819-3800 |      |
| J625214 | Ampex Brands of St. Louis 3, Inc. | 1700 N. Vandalia                 | Collinsville    | IL | 62234 | 469/917-3800 |      |
| D148005 | EYM Chicken of Illinois, LLC      | 1310 East Pershing Road          | Decatur         | IL | 62526 | 214/819-3800 |      |
| G135549 | FQSR, LLC (dba KBP Foods)         | 1195 E. Oakton Street            | Des Plaines     | IL | 60018 | 913/428-3636 |      |
| D191003 | Dave Brahmhbhatt                  | 2780 Division Street             | Diamond         | IL | 60416 | 847/987-8125 | **** |
| G135271 | FQSR, LLC (dba KBP Foods)         | 1043 East Sibley Boulevard       | Dolton          | IL | 60419 | 913/428-3636 |      |
| G135537 | FQSR, LLC (dba KBP Foods)         | 1450 75th St                     | Downers Grove   | IL | 60516 | 913/428-3636 | **   |
| G135006 | FQSR, LLC (dba KBP Foods)         | 1170 42nd Avenue                 | East Moline     | IL | 61244 | 913/428-3636 |      |
| J718074 | JRN, Inc.                         | 1304 Avenue Of Mid-America       | Effingham       | IL | 62401 | 931/490-4765 |      |
| G135536 | FQSR, LLC (dba KBP Foods)         | 465 Dundee Ave                   | Elgin           | IL | 60120 | 913/428-3636 |      |
| G135548 | FQSR, LLC (dba KBP Foods)         | 294 South Randall Road           | Elgin           | IL | 60123 | 913/428-3636 |      |
| G135268 | FQSR, LLC (dba KBP Foods)         | 872 North York Road              | Elmhurst        | IL | 60126 | 913/428-3636 |      |
| G135267 | FQSR, LLC (dba KBP Foods)         | 3141 Mannheim                    | Franklin Park   | IL | 60131 | 913/428-3636 |      |
| K055007 | Kels Foods, Inc.                  | 420 N. Harlem Ave                | Freeport        | IL | 61032 | 815/235-7515 | **   |
| G160001 | Central Iowa KFC, Inc.            | 1017 North Henderson             | Galesburg       | IL | 61401 | 319/728-3282 |      |
| G160003 | Central Iowa KFC, Inc.            | 1612 E. Main Street              | Galesburg       | IL | 61401 | 319/728-3282 |      |
| G135839 | FQSR, LLC (dba KBP Foods)         | Highway 159 at Whistlestop Drive | Glen Carbon     | IL | 62034 | 913/428-3636 |      |
| J625147 | Ampex Brands of St. Louis, Inc.   | 1510 Johnson Road                | Granite City    | IL | 62040 | 469/917-3800 |      |
| G135786 | FQSR, LLC (dba KBP Foods)         | 1607 South Route 127             | Greenville      | IL | 62246 | 913/428-3636 | **** |
| J718243 | JRN, Inc.                         | 514 South Commercial             | Harrisburg      | IL | 62946 | 931/490-4765 |      |
| J718087 | JRN, Inc.                         | 1500 South Park Avenue           | Herrin          | IL | 62948 | 931/490-4765 |      |
| G135785 | FQSR, LLC (dba KBP Foods)         | 1305 Mercantile Drive            | Highland        | IL | 62249 | 913/428-3636 | **** |
| G135531 | FQSR, LLC (dba KBP Foods)         | 1030 N Roselle Rd                | Hoffman Estates | IL | 60169 | 913/428-3636 |      |
| G135274 | FQSR, LLC (dba KBP Foods)         | 17505 South Halsted Street       | Homewood        | IL | 60430 | 913/428-3636 |      |
| G135835 | FQSR, LLC (dba KBP Foods)         | 244 West Morton Avenue           | Jacksonville    | IL | 62650 | 913/428-3636 |      |

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| J625284 | Ampex Brands of St. Louis 3, Inc.      | 1303 S. State Blvd           | Jerseyville    | IL | 62052 | 469/917-3800 |      |
| G135553 | FQSR, LLC (dba KBP Foods)              | 116 N Larkin Avenue          | Joliet         | IL | 60435 | 913/428-3636 |      |
| G135281 | FQSR, LLC (dba KBP Foods)              | 15663 127th Street           | Lemont         | IL | 60439 | 913/428-3636 | **** |
| G135279 | FQSR, LLC (dba KBP Foods)              | 1015 Maple Avenue            | Lisle          | IL | 60532 | 913/428-3636 | **** |
| G135838 | FQSR, LLC (dba KBP Foods)              | #9 Corvette Drive            | Litchfield     | IL | 62056 | 913/428-3636 |      |
| G135282 | FQSR, LLC (dba KBP Foods)              | 16616 W. 159th Street        | Lockport       | IL | 60441 | 913/428-3636 | **** |
| L081002 | Lombard Chicken, Inc.                  | 810 E. Roosevelt Road        | Lombard        | IL | 60148 | 630/664-6048 |      |
| D148027 | EYM Chicken of Illinois, LLC           | 1586 W. Lane Road            | Machesney Park | IL | 61115 | 214/819-3800 |      |
| G160017 | Central Iowa KFC, Inc.                 | 615 East Jackson Street      | Macomb         | IL | 61455 | 319/728-3282 |      |
| J718076 | JRN, Inc.                              | 1404 W. Deyoung              | Marion         | IL | 62959 | 931/490-4765 |      |
| G135273 | FQSR, LLC (dba KBP Foods)              | 4349 E. 211th Street         | Matteson       | IL | 60443 | 913/428-3636 |      |
| D148012 | EYM Chicken of Illinois, LLC           | 1000 Charleston Avenue       | Mattoon        | IL | 61938 | 214/819-3800 |      |
| G135533 | FQSR, LLC (dba KBP Foods)              | 4503 W Elm Street            | McHenry        | IL | 60050 | 913/428-3636 |      |
| D191002 | Dave Brahmhatt                         | 1009 Steve Bowne Drive       | Mendota        | IL | 61342 | 847/987-8125 | **** |
| G135277 | FQSR, LLC (dba KBP Foods)              | 14559 S. Pulaski Road        | Midlothian     | IL | 60445 | 913/428-3636 |      |
| G135004 | FQSR, LLC (dba KBP Foods)              | 895 West Fourth Street       | Milan          | IL | 61264 | 913/428-3636 |      |
| G135036 | FQSR, LLC (dba KBP Foods)              | 4430 16th Street             | Moline         | IL | 61265 | 913/428-3636 |      |
| C318001 | VISH MANHATTAN, INC.                   | 5737 W. Monee Manhattan Road | Monee          | IL | 60449 | 708/997-5215 | **** |
| G135547 | FQSR, LLC (dba KBP Foods)              | 1701 Douglas Road            | Montgomery     | IL | 60538 | 913/428-3636 |      |
| K055002 | Kels Foods, Inc.                       | 1806 N. Division St.         | Morris         | IL | 60450 | 815/235-7515 | **   |
| D148038 | EYM Chicken of Illinois, LLC           | 927 West Jackson             | Morton         | IL | 61550 | 214/819-3800 |      |
| G135539 | FQSR, LLC (dba KBP Foods)              | 1470 S Elmhurst Rd           | Mount Prospect | IL | 60056 | 913/428-3636 |      |
| J718078 | JRN, Inc.                              | #1 Times Square Mall         | Mount Vernon   | IL | 62864 | 931/490-4765 |      |
| L518004 | Tasty Chick'n Midwest, LLC             | 515 Walnut                   | Murphysboro    | IL | 62966 | 310/943-4997 | **** |
| G135562 | FQSR, LLC (dba KBP Foods)              | 3028 Reflection Drive        | Naperville     | IL | 60564 | 913/428-3636 | **** |
| K055006 | Kels Foods, Inc.                       | 340 Maple Street             | New Lenox      | IL | 60451 | 815/235-7515 |      |
| G135285 | FQSR, LLC (dba KBP Foods)              | 10428 South Cicero           | Oak Lawn       | IL | 60453 | 913/428-3636 |      |
| J625268 | Ampex Brands of St. Louis 3, Inc.      | 1717 West Highway 50         | O'Fallon       | IL | 62269 | 469/917-3800 |      |
| C029058 | Franchise Management Investors US, LLC | 2751 Columbus Street         | Ottawa         | IL | 61350 | 506/323-1878 |      |
| D148016 | EYM Chicken of Illinois, LLC           | 3485 East Court Street       | Pekin          | IL | 61554 | 214/819-3800 |      |
| D148030 | EYM Chicken of Illinois, LLC           | 8905 N. Allen Road           | Peoria         | IL | 61615 | 214/819-3800 |      |
| D148014 | EYM Chicken of Illinois, LLC           | 603 North Western Avenue     | Peoria         | IL | 61604 | 214/819-3800 |      |
| D148015 | EYM Chicken of Illinois, LLC           | 2231 West Glen               | Peoria         | IL | 61614 | 214/819-3800 |      |
| G135543 | FQSR, LLC (dba KBP Foods)              | 2221 Route 59                | Plainfield     | IL | 60586 | 913/428-3636 |      |
| D148039 | EYM Chicken of Illinois, LLC           | 1909 W Reynolds St           | Pontiac        | IL | 61764 | 214/819-3800 |      |
| K071006 | Mitra Midwest Operations, LLC          | 3300 Broadway Street         | Quincy         | IL | 62301 | 214/440-4144 |      |
| J718251 | JRN, Inc.                              | 1408 West Main Street        | Robinson       | IL | 62454 | 931/490-4765 |      |
| D148004 | EYM Chicken of Illinois, LLC           | 3035 South 11th Street       | Rockford       | IL | 61109 | 214/819-3800 |      |
| D148001 | EYM Chicken of Illinois, LLC           | 1502 Kilburne                | Rockford       | IL | 61101 | 214/819-3800 |      |
| D556012 | Kentucky Fried Chicken of Zion, Inc.   | 440 West Rollins Road        | Round Lake     | IL | 60073 | 262/697-9106 |      |
| J718316 | JRN, Inc.                              | 101 Baldrige Lane            | Salem          | IL | 62881 | 931/490-4765 |      |
| G135283 | FQSR, LLC (dba KBP Foods)              | 130 Duvick Road              | Sandwich       | IL | 60548 | 913/428-3636 | **** |
| D148025 | EYM Chicken of Illinois, LLC           | 1321 N. Dunlap Avenue        | Savoy          | IL | 61874 | 214/819-3800 |      |
| L081009 | Schaumburg Chicken, Inc.               | 1160 South Roselle Rd        | Schaumburg     | IL | 60193 | 630/664-6048 |      |

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| D148006 | EYM Chicken of Illinois, LLC               | 3150 South 6th Street        | Springfield    | IL | 62703 | 214/819-3800 |      |
| D148010 | EYM Chicken of Illinois, LLC               | 1111 North 9th Street        | Springfield    | IL | 62702 | 214/819-3800 |      |
| D148009 | EYM Chicken of Illinois, LLC               | 1850 West Jefferson          | Springfield    | IL | 62702 | 214/819-3800 |      |
| C029063 | Franchise Management Investors US, LLC     | 2516 East Lincolnway         | Sterling       | IL | 61081 | 506/323-1878 |      |
| L081010 | Streamwood Chicken, Inc.                   | 1060 S Barrington Road       | Streamwood     | IL | 60107 | 630/664-6048 |      |
| K055001 | Kels Foods, Inc.                           | 1690 Dekalb Avenue           | Sycamore       | IL | 60178 | 815/235-7515 | **   |
| G135787 | FQSR, LLC (dba KBP Foods)                  | 510 North Webster Street     | Taylorville    | IL | 62568 | 913/428-3636 |      |
| D148023 | EYM Chicken of Illinois, LLC               | 410 University Avenue        | Urbana         | IL | 61801 | 214/819-3800 |      |
| G135784 | FQSR, LLC (dba KBP Foods)                  | 2737 Veterans Avenue         | Vandalia       | IL | 62471 | 913/428-3636 | **** |
| D148017 | EYM Chicken of Illinois, LLC               | 1106 Peoria Street           | Washington     | IL | 61571 | 214/819-3800 |      |
| Q21341  | W & M Restaurants, Inc.                    | 918 N Market St              | Waterloo       | IL | 62298 | 636/583-4052 | **** |
| D556011 | Chicken Champs Inc.                        | 501 West Liberty             | Wauconda       | IL | 60084 | 262/697-9106 |      |
| G135530 | FQSR, LLC (dba KBP Foods)                  | 1400 N Lewis Ave             | Waukegan       | IL | 60085 | 913/428-3636 |      |
| G135561 | FQSR, LLC (dba KBP Foods)                  | 335 Neltnor Blvd.            | West Chicago   | IL | 60185 | 913/428-3636 | **** |
| G135269 | FQSR, LLC (dba KBP Foods)                  | 9950 W. Roosevelt Road       | Westchester    | IL | 60154 | 913/428-3636 |      |
| C017001 | Morricorp, Inc.                            | 11158 West 31st Street       | Westchester    | IL | 60154 | 708/409-0404 |      |
| C119014 | Bell Great Lakes LLC                       | 150 E. Dundee Road           | Wheeling       | IL | 60090 | 317/288-9581 | **** |
| G135278 | FQSR, LLC (dba KBP Foods)                  | 221 W. Veterans Parkway      | Yorkville      | IL | 60560 | 913/428-3636 | **** |
| D556005 | Kentucky Fried Chicken of Zion, Inc.       | 2359 Sheridan Road           | Zion           | IL | 60099 | 262/697-9106 |      |
| H740018 | McKenzie Foods, Inc.                       | 6620 South Scatterfield Road | Anderson       | IN | 46013 | 317/574-7616 | *    |
| G135669 | FQSR, LLC (dba KBP Foods)                  | 618 North Wayne Street       | Angola         | IN | 46703 | 913/428-3636 |      |
| H740011 | McKenzie Foods, Inc.                       | 1101 West 7th Street         | Auburn         | IN | 46706 | 317/574-7616 |      |
| D148035 | EYM Chicken of Indiana, LLC                | 7518 East Us Highway 36      | Avon           | IN | 46123 | 214/819-3800 |      |
| D148041 | EYM Chicken of Indiana, LLC                | 912 State Road 229           | Batesville     | IN | 47006 | 214/819-3800 | **** |
| H445012 | Houston Enterprises USA, Inc.              | 1425 James Avenue            | Bedford        | IN | 47421 | 413/540-0018 |      |
| H740025 | McKenzie Foods, Inc.                       | 2901 East Third Street       | Bloomington    | IN | 47401 | 317/574-7616 |      |
| H740028 | McKenzie Foods, Inc.                       | 3700 West 3rd Street         | Bloomington    | IN | 47404 | 317/574-7616 |      |
| G135632 | FQSR, LLC (dba KBP Foods)                  | 640 North Main Street        | Bluffton       | IN | 46714 | 913/428-3636 |      |
| D148051 | EYM Chicken of Indiana, LLC                | 637 E National Ave           | Brazil         | IN | 47834 | 214/819-3800 |      |
| H740026 | McKenzie Foods, Inc.                       | 895 N. Green Street          | Brownsburg     | IN | 46112 | 317/574-7616 |      |
| H740016 | McKenzie Foods, Inc.                       | 1331 S Range Line Rd.        | Carmel         | IN | 46032 | 317/574-7616 |      |
| H445013 | Houston Enterprises USA, Inc.              | 1117 Eastern Boulevard       | Clarksville    | IN | 47129 | 413/540-0018 |      |
| H740010 | McKenzie Foods, Inc.                       | 323 West Plaza Drive         | Columbia City  | IN | 46725 | 317/574-7616 | **   |
| G135895 | FQSR, LLC (dba KBP Foods)                  | 2760 Brentwood Drive         | Columbus       | IN | 47203 | 913/428-3636 |      |
| G560001 | J. B. R., LTD.                             | 1790 Highway 135 Northwest   | Corydon        | IN | 47112 | 812/738-8444 |      |
| D148007 | EYM Chicken of Indiana, LLC                | 309 North Washington Street  | Crawfordsville | IN | 47933 | 214/819-3800 |      |
| C212004 | Chuck Wheeler Crown Point Restaurant, Inc. | 1120 North Main Street       | Crown Point    | IN | 46307 | 219/769-6850 |      |
| C212001 | Second Gen, Inc.                           | 419 North Halleck Street     | Demotte        | IN | 46310 | 219/769-6850 |      |
| D148044 | EYM Chicken of Indiana, LLC                | 1900 Cassopolis Street       | Elkhart        | IN | 46514 | 214/819-3800 |      |
| H740027 | McKenzie Foods, Inc.                       | 900 South Green River Road   | Evansville     | IN | 47715 | 317/574-7616 |      |
| G135811 | FQSR, LLC (dba KBP Foods)                  | 14046 Mundy Drive            | Fishers        | IN | 46038 | 913/428-3636 |      |
| G135629 | FQSR, LLC (dba KBP Foods)                  | 6046 Covington Road          | Fort Wayne     | IN | 46804 | 913/428-3636 |      |
| H740014 | McKenzie Foods, Inc.                       | 4901 South Calhoun           | Fort Wayne     | IN | 46807 | 317/574-7616 |      |
| G135631 | FQSR, LLC (dba KBP Foods)                  | 3816 East State Boulevard    | Fort Wayne     | IN | 46805 | 913/428-3636 |      |

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| G135671 | FQSR, LLC (dba KBP Foods)                   | 4515 Maplecrest Road        | Fort Wayne     | IN | 46835 | 913/428-3636 |      |
| G135630 | FQSR, LLC (dba KBP Foods)                   | 595 E. Dupont Road          | Fort Wayne     | IN | 46825 | 913/428-3636 |      |
| D148029 | EYM Chicken of Indiana, LLC                 | 2401 N. Morton Street       | Franklin       | IN | 46131 | 214/819-3800 |      |
| D148048 | EYM Chicken of Indiana, LLC                 | 900 Broadway                | Gary           | IN | 46402 | 214/819-3800 |      |
| K071157 | Mitra Midwest Acquisition, LLC              | 921 W. Pike Street          | Goshen         | IN | 46526 | 214/440-4144 |      |
| D148036 | EYM Chicken of Indiana, LLC                 | 46 Putnam Plaza             | Greencastle    | IN | 46135 | 214/819-3800 |      |
| G135813 | FQSR, LLC (dba KBP Foods)                   | 1604 North State Street     | Greenfield     | IN | 46140 | 913/428-3636 |      |
| G135896 | FQSR, LLC (dba KBP Foods)                   | 1906 North Lincoln Road     | Greensburg     | IN | 47240 | 913/428-3636 | **   |
| D148013 | EYM Chicken of Indiana, LLC                 | 1293 North State Road 135   | Greenwood      | IN | 46142 | 214/819-3800 |      |
| C212009 | Second Gen, Inc.                            | 1579 North Cline Avenue     | Griffith       | IN | 46319 | 219/769-6850 |      |
| C212006 | Second Gen, Inc.                            | 2733 169th Street           | Hammond        | IN | 46323 | 219/769-6850 |      |
| C212002 | Second Gen, Inc.                            | 4120 S. Calumet Avenue      | Hammond        | IN | 46320 | 219/769-6850 |      |
| D148050 | EYM Chicken of Indiana, LLC                 | 7770 E. Ridge Road          | Hobart         | IN | 46342 | 214/819-3800 |      |
| H740023 | McKenzie Foods, Inc.                        | 2840 North Jefferson Street | Huntington     | IN | 46750 | 317/574-7616 |      |
| G135800 | FQSR, LLC (dba KBP Foods)                   | 2515 E 38th St              | Indianapolis   | IN | 46218 | 913/428-3636 |      |
| G135804 | FQSR, LLC (dba KBP Foods)                   | 9899 East Washington St.    | Indianapolis   | IN | 46229 | 913/428-3636 |      |
| G135805 | FQSR, LLC (dba KBP Foods)                   | 4528 W 38th St              | Indianapolis   | IN | 46254 | 913/428-3636 |      |
| D148020 | EYM Chicken of Indiana, LLC                 | 903 E. Hanna Ave.           | Indianapolis   | IN | 46227 | 214/819-3800 |      |
| G135816 | FQSR, LLC (dba KBP Foods)                   | 7155 Pendleton Pike         | Indianapolis   | IN | 46226 | 913/428-3636 |      |
| G135814 | FQSR, LLC (dba KBP Foods)                   | 8820 E 21st St.             | Indianapolis   | IN | 46219 | 913/428-3636 | **** |
| G135812 | FQSR, LLC (dba KBP Foods)                   | 3704 W. Washington St.      | Indianapolis   | IN | 46241 | 913/428-3636 |      |
| G135808 | FQSR, LLC (dba KBP Foods)                   | 6440 E 82nd St              | Indianapolis   | IN | 46250 | 913/428-3636 |      |
| H740024 | McKenzie Foods, Inc.                        | 8456 Michigan Rd            | Indianapolis   | IN | 46268 | 317/574-7616 |      |
| G135810 | FQSR, LLC (dba KBP Foods)                   | 6154 N. Keystone Avenue     | Indianapolis   | IN | 46220 | 913/428-3636 |      |
| G135815 | FQSR, LLC (dba KBP Foods)                   | 5662 Georgetown Road        | Indianapolis   | IN | 46254 | 913/428-3636 | **** |
| D148021 | EYM Chicken of Indiana, LLC                 | 4035 S. Emerson             | Indianapolis   | IN | 46203 | 214/819-3800 |      |
| G135807 | FQSR, LLC (dba KBP Foods)                   | 2401 N Meridian St          | Indianapolis   | IN | 46208 | 913/428-3636 | **** |
| G135817 | FQSR, LLC (dba KBP Foods)                   | 10815 Pendleton Pike        | Indianapolis   | IN | 46236 | 913/428-3636 |      |
| D148022 | EYM Chicken of Indiana, LLC                 | 4789 Kentucky Ave.          | Indianapolis   | IN | 46221 | 214/819-3800 |      |
| G135799 | FQSR, LLC (dba KBP Foods)                   | 1812 N Arlington Ave        | Indianapolis   | IN | 46218 | 913/428-3636 |      |
| J575071 | Alice J. Schleicher, Inc.                   | 5501 Highway 62             | Jeffersonville | IN | 47130 | 812/246-8283 |      |
| H740015 | McKenzie Foods, Inc.                        | 451 West North Street       | Kendallville   | IN | 46755 | 317/574-7616 | **   |
| K071160 | Mitra Midwest Acquisition, LLC              | 1523 South Reed Rd.         | Kokomo         | IN | 46902 | 214/440-4144 |      |
| K071159 | Mitra Midwest Acquisition, LLC              | 810 N. Washington Street    | Kokomo         | IN | 46901 | 214/440-4144 |      |
| L641002 | Watkins Take-Home Restaurants, Inc.         | 213 Pine Lake Avenue        | La Porte       | IN | 46350 | 765/427-3151 |      |
| H740003 | McKenzie Foods, Inc.                        | 3809 South Street           | Lafayette      | IN | 47905 | 317/574-7616 |      |
| H740006 | McKenzie Foods, Inc.                        | 3561 Promenade Parkway      | Lafayette      | IN | 47909 | 317/574-7616 |      |
| K750026 | J.R.S. Restaurant Corporation               | 30 Eads Parkway             | Lawrenceburg   | IN | 47025 | 606/248-8352 |      |
| C086001 | Silveron, Inc.                              | 3411 East Market Street     | Logansport     | IN | 46947 | 859/223-5353 | **   |
| C212005 | Second Gen, Inc.                            | 1692 East Commercial        | Lowell         | IN | 46356 | 219/769-6850 |      |
| H445010 | Houston Enterprises USA, Inc.               | 401 Clifty Drive            | Madison        | IN | 47250 | 413/540-0018 |      |
| L301001 | Listenberger & Kozel LLC                    | 1301 W. 16th Street         | Marion         | IN | 46953 | 574/784-9129 |      |
| C212003 | Chuck Wheeler Merrillville Restaurant, Inc. | 5700 Broadway               | Merrillville   | IN | 46410 | 219/769-6850 |      |
| C212010 | Second Gen, Inc.                            | 3220 East 81st Ave.         | Merrillville   | IN | 46410 | 219/769-6850 |      |

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| D148046 | EYM Chicken of Indiana, LLC     | 4359 South Franklin Boulevard | Michigan City  | IN | 46360 | 214/819-3800 |      |
| K071304 | Mitra Midwest Operations, LLC   | 315 Bittersweet Road          | Mishawaka      | IN | 46544 | 214/440-4144 |      |
| K071155 | Mitra Midwest Acquisition, LLC  | 2612 Lincoln Way West         | Mishawaka      | IN | 46544 | 214/440-4144 |      |
| D148034 | EYM Chicken of Indiana, LLC     | 3827 State Highway 37         | Mitchell       | IN | 47446 | 214/819-3800 |      |
| D148042 | EYM Chicken of Indiana, LLC     | 366 S Indiana St.             | Mooreville     | IN | 46158 | 214/819-3800 |      |
| G135802 | FQSR, LLC (dba KBP Foods)       | 801 W McGalliard Rd           | Muncie         | IN | 47303 | 913/428-3636 |      |
| G135809 | FQSR, LLC (dba KBP Foods)       | 601 S. Tillotson Avenue       | Muncie         | IN | 47304 | 913/428-3636 |      |
| G135801 | FQSR, LLC (dba KBP Foods)       | 2324 S Madison St             | Muncie         | IN | 47302 | 913/428-3636 |      |
| C212007 | Second Gen, Inc.                | 428 Ridge Road                | Munster        | IN | 46321 | 219/769-6850 |      |
| H445022 | Houston Enterprises USA, Inc.   | 4301 Charlestown Road         | New Albany     | IN | 47150 | 413/540-0018 |      |
| H445015 | Houston Enterprises USA, Inc.   | 2124 State Street             | New Albany     | IN | 47150 | 413/540-0018 |      |
| H740012 | McKenzie Foods, Inc.            | 1595 South Memorial Drive     | New Castle     | IN | 47362 | 317/574-7616 |      |
| G135670 | FQSR, LLC (dba KBP Foods)       | 1322 East U.S. 30             | New Haven      | IN | 46774 | 913/428-3636 |      |
| G135803 | FQSR, LLC (dba KBP Foods)       | 400 Sheridan Rd               | Noblesville    | IN | 46060 | 913/428-3636 |      |
| H445016 | Houston Enterprises USA, Inc.   | 1850 North State Street       | North Vernon   | IN | 47265 | 413/540-0018 |      |
| C455006 | C. & M. Smith Restaurants, Inc. | 925 N. Gospel Street          | Paoli          | IN | 47454 | 812/945-9810 |      |
| H740013 | McKenzie Foods, Inc.            | 2493 East Main Street         | Plainfield     | IN | 46168 | 317/574-7616 |      |
| L641001 | ST Foods, Inc.                  | 1401 North Michigan Street    | Plymouth       | IN | 46563 | 765/427-3151 |      |
| D148047 | EYM Chicken of Indiana, LLC     | 6140 Central Avenue           | Portage        | IN | 46368 | 214/819-3800 |      |
| H740008 | McKenzie Foods, Inc.            | 8737 West State Road 114      | Rensselaer     | IN | 47978 | 317/574-7616 |      |
| F315002 | Mayer Management, Inc.          | 1428 National Road West       | Richmond       | IN | 47374 | 765/966-4823 | **** |
| F315004 | Mayer Management, Inc.          | 4575 National Rd East         | Richmond       | IN | 47374 | 765/966-4823 | **** |
| C119012 | Bell Great Lakes LLC            | 2080 Main Street              | Rochester      | IN | 46975 | 317/288-9581 | **** |
| K750027 | J.R.S. Restaurant Corporation   | 402 South Main Street         | Salem          | IN | 47167 | 606/248-8352 |      |
| C212008 | Second Gen, Inc.                | 985 West Lincoln Highway      | Schererville   | IN | 46375 | 219/769-6850 |      |
| K750020 | J.R.S. Restaurant Corporation   | 1280 W. Allen Street          | Scottsburg     | IN | 47170 | 606/248-8352 |      |
| J575001 | Alice J. Schleicher, Inc.       | 7604 Highway 60               | Sellersburg    | IN | 47172 | 812/246-8283 |      |
| H445023 | Houston Enterprises USA, Inc.   | 1127 East Tipton              | Seymour        | IN | 47274 | 413/540-0018 |      |
| H740009 | McKenzie Foods, Inc.            | 350 East Broadway             | Shelbyville    | IN | 46176 | 317/574-7616 |      |
| G135686 | FQSR, LLC (dba KBP Foods)       | 3924 N. Portage Road          | South Bend     | IN | 46628 | 913/428-3636 |      |
| K071156 | Mitra Midwest Acquisition, LLC  | 5011 Western Ave.             | South Bend     | IN | 46619 | 214/440-4144 |      |
| K071158 | Mitra Midwest Acquisition, LLC  | 4207 S. Michigan Street       | South Bend     | IN | 46614 | 214/440-4144 |      |
| G135806 | FQSR, LLC (dba KBP Foods)       | 5890 Crawfordsville Rd        | Speedway       | IN | 46224 | 913/428-3636 |      |
| J718213 | JRN, Inc.                       | 2000 Lafayette Ave.           | Terre Haute    | IN | 47805 | 931/490-4765 |      |
| J718155 | JRN, Inc.                       | 4400 US 41 South              | Terre Haute    | IN | 47802 | 931/490-4765 |      |
| D148049 | EYM Chicken of Indiana, LLC     | 2402 N. Calumet St.           | Valparaiso     | IN | 46383 | 214/819-3800 |      |
| C119007 | Bell Indiana LLC                | 2701 Hart Street              | Vincennes      | IN | 47591 | 317/288-9581 | **** |
| H740019 | McKenzie Foods, Inc.            | 899 Cass Street               | Wabash         | IN | 46992 | 317/574-7616 | **   |
| H740020 | McKenzie Foods, Inc.            | 414 North Detroit             | Warsaw         | IN | 46580 | 317/574-7616 |      |
| H445011 | Houston Enterprises USA, Inc.   | 1447 E. National Highway      | Washington     | IN | 47501 | 413/540-0018 |      |
| H740004 | McKenzie Foods, Inc.            | 609 Sagamore Parkway West     | West Lafayette | IN | 47906 | 317/574-7616 |      |
| H740022 | McKenzie Foods, Inc.            | 330 W Springmill Pointe Dr    | Westfield      | IN | 46074 | 317/574-7616 |      |
| C975101 | DA-21, LLC                      | 323 North Andover Road        | Andover        | KS | 67002 | 918/970-4296 |      |
| G135023 | FQSR, LLC (dba KBP Foods)       | 14 North 130th                | Bonner Springs | KS | 66012 | 913/428-3636 | **** |

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| D372048 | SC Food Group, LLC             | 215 W 11th Street              | Coffeyville   | KS | 67337 | 203/526-6886 |      |
| C975103 | DA-21, LLC                     | 1260 North Nelson Drive        | Derby         | KS | 67037 | 918/970-4296 |      |
| E865004 | M2R, LLC                       | 1210 West Wyatt Earp Boulevard | Dodge City    | KS | 67801 | 316/634-1190 |      |
| F975002 | CTS Emporia, LLC               | 2003 West Central              | El Dorado     | KS | 67042 | 815/904-4067 |      |
| F975001 | CTS Emporia, LLC               | 2613 Candlewood Drive          | Emporia       | KS | 66801 | 815/904-4067 |      |
| E865006 | M2R, LLC                       | 2208 East Kansas Avenue        | Garden City   | KS | 67846 | 316/634-1190 |      |
| K071016 | Mitra Midwest Operations, LLC  | 651 East Main Street           | Gardner       | KS | 66030 | 214/440-4144 | **** |
| D451001 | Northwest Restaurants, Inc.    | 703 East Fourth Avenue         | Hutchinson    | KS | 67501 | 417/883-3600 |      |
| G135480 | FQSR, LLC (dba KBP Foods)      | 504 W. 6th Street              | Junction City | KS | 66441 | 913/428-3636 |      |
| G135021 | FQSR, LLC (dba KBP Foods)      | 7517 State Ave.                | Kansas City   | KS | 66112 | 913/428-3636 |      |
| G135017 | FQSR, LLC (dba KBP Foods)      | 635 S 7th St                   | Kansas City   | KS | 66105 | 913/428-3636 | **** |
| G135013 | FQSR, LLC (dba KBP Foods)      | 4401 Shawnee Drive             | Kansas City   | KS | 66106 | 913/428-3636 | **** |
| G135527 | FQSR, LLC (dba KBP Foods)      | 658 W. 23rd Street             | Lawrence      | KS | 66046 | 913/428-3636 |      |
| G135015 | FQSR, LLC (dba KBP Foods)      | 9564 Quivira Rd.               | Lenexa        | KS | 66215 | 913/428-3636 |      |
| C975016 | KB Enterprises, LLC            | 234 West Pancake Boulevard     | Liberal       | KS | 67901 | 918/970-4296 |      |
| G135479 | FQSR, LLC (dba KBP Foods)      | 901 N. Third Street            | Manhattan     | KS | 66502 | 913/428-3636 |      |
| D451008 | Northwest Restaurants, Inc.    | 1500 East Second Street        | Newton        | KS | 67114 | 417/883-3600 |      |
| G135256 | FQSR, LLC (dba KBP Foods)      | 619 East Santa Fe              | Olathe        | KS | 66061 | 913/428-3636 |      |
| G135020 | FQSR, LLC (dba KBP Foods)      | 7100 W. 119th Street           | Overland Park | KS | 66213 | 913/428-3636 |      |
| G135255 | FQSR, LLC (dba KBP Foods)      | 201 South Angela Street        | Paola         | KS | 66071 | 913/428-3636 | **** |
| K071014 | Mitra Midwest Operations, LLC  | 921 S. Broadway                | Pittsburg     | KS | 66762 | 214/440-4144 |      |
| D451006 | Northwest Restaurants, Inc.    | 430 South Broadway             | Salina        | KS | 67401 | 417/883-3600 |      |
| G135018 | FQSR, LLC (dba KBP Foods)      | 11560 W. 63rd St.              | Shawnee       | KS | 66203 | 913/428-3636 |      |
| G135529 | FQSR, LLC (dba KBP Foods)      | 3920 SW 21st Street            | Topeka        | KS | 66604 | 913/428-3636 |      |
| G135526 | FQSR, LLC (dba KBP Foods)      | 3211 Topeka Avenue             | Topeka        | KS | 66611 | 913/428-3636 |      |
| G135528 | FQSR, LLC (dba KBP Foods)      | 1812 NW Topeka Boulevard       | Topeka        | KS | 66608 | 913/428-3636 |      |
| C975104 | DA-21, LLC                     | 6131 E. 21st Street N.         | Wichita       | KS | 67208 | 918/970-4296 |      |
| D451010 | Northwest Restaurants, Inc.    | 2347 Seneca Street             | Wichita       | KS | 67213 | 417/883-3600 |      |
| D451011 | Northwest Restaurants, Inc.    | 7227 W. 21st Street North      | Wichita       | KS | 67205 | 417/883-3600 |      |
| D451003 | Northwest Restaurants, Inc.    | 441 South West                 | Wichita       | KS | 67213 | 417/883-3600 |      |
| D451002 | Northwest Restaurants, Inc.    | 1251 South Woodlawn            | Wichita       | KS | 67218 | 417/883-3600 |      |
| D451005 | Northwest Restaurants, Inc.    | 611 East 47th Street, South    | Wichita       | KS | 67216 | 417/883-3600 |      |
| G135722 | FQSR, LLC (dba KBP Foods)      | 7711 Alexandria Pike           | Alexandria    | KY | 41001 | 913/428-3636 |      |
| K198006 | KSK Management, Inc.           | 2830 Winchester Avenue         | Ashland       | KY | 41101 | 606/324-5421 |      |
| K198007 | KSK Management, Inc.           | 160 Russell Rd                 | Ashland       | KY | 41102 | 606/324-5421 |      |
| K198013 | KSK Management, Inc.           | 9309 U.S. Highway 60           | Ashland       | KY | 41102 | 606/324-5421 | **** |
| K750006 | J.R.S. Restaurant Corporation  | 1484 U.S. Highway 25E          | Barbourville  | KY | 40906 | 606/248-8352 |      |
| K750035 | J.R.S. Restaurant Corporation  | 99 West John Rowan Boulevard   | Bardstown     | KY | 40004 | 606/248-8352 |      |
| D446011 | Five Star, Limited Partnership | 1306 N. Main Street            | Beaver Dam    | KY | 42320 | 270/783-8880 |      |
| J718331 | JRN, Inc.                      | 320 Paint Lick Road            | Berea         | KY | 40403 | 931/490-4765 |      |
| J718141 | JRN, Inc.                      | 2626 Scottsville Road          | Bowling Green | KY | 42104 | 931/490-4765 |      |
| J718139 | JRN, Inc.                      | 1201 US 31W Byp                | Bowling Green | KY | 42101 | 931/490-4765 |      |
| K750042 | J.R.S. Restaurant Corporation  | 334 By Pass Road               | Brandenburg   | KY | 40108 | 606/248-8352 |      |
| D446010 | Five Star, Limited Partnership | 57 Hospitality Lane            | Cadiz         | KY | 42211 | 270/783-8880 | **** |

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| K750036 | J.R.S. Restaurant Corporation  | 399 Campbellsville Bypass      | Campbellsville | KY | 42718 | 606/248-8352 |      |
| G135733 | FQSR, LLC (dba KBP Foods)      | 3165 U.S. Highway 227          | Carrollton     | KY | 41008 | 913/428-3636 |      |
| J718140 | JRN, Inc.                      | 812 Mammoth Cave Street        | Cave City      | KY | 42127 | 931/490-4765 |      |
| D446017 | Five Star, Limited Partnership | 647 S. Second St.              | Central City   | KY | 42330 | 270/783-8880 |      |
| K750038 | J.R.S. Restaurant Corporation  | 111 Dohoney Trace              | Columbia       | KY | 42728 | 606/248-8352 |      |
| J718030 | JRN, Inc.                      | 688 Highway 25, West           | Corbin         | KY | 40701 | 931/490-4765 |      |
| G135980 | FQSR, LLC (dba KBP Foods)      | 905 U.S. Highway 27, South     | Cynthiana      | KY | 41031 | 913/428-3636 | **** |
| G135979 | FQSR, LLC (dba KBP Foods)      | 71 Broadway Street             | Dry Ridge      | KY | 41035 | 913/428-3636 | **** |
| K750028 | J.R.S. Restaurant Corporation  | 435 West Dixie Highway         | Elizabethtown  | KY | 42701 | 606/248-8352 |      |
| K750031 | J.R.S. Restaurant Corporation  | 105 Buffalo Creek Drive        | Elizabethtown  | KY | 42701 | 606/248-8352 | **** |
| G135715 | FQSR, LLC (dba KBP Foods)      | 3040 Dixie Highway             | Erlanger       | KY | 41018 | 913/428-3636 |      |
| G135716 | FQSR, LLC (dba KBP Foods)      | 8055 U.S. 42                   | Florence       | KY | 41042 | 913/428-3636 | **   |
| G135723 | FQSR, LLC (dba KBP Foods)      | 5975 Centennial Circle         | Florence       | KY | 41042 | 913/428-3636 |      |
| D446005 | Five Star, Limited Partnership | 3001 Bastogne Avenue           | Fort Campbell  | KY | 42223 | 270/783-8880 | **** |
| K750032 | J.R.S. Restaurant Corporation  | 1411 Versailles Road           | Frankfort      | KY | 40601 | 606/248-8352 |      |
| K750014 | J.R.S. Restaurant Corporation  | 1229 U. S. Highway 127, S.     | Frankfort      | KY | 40601 | 606/248-8352 |      |
| D446001 | Five Star, Limited Partnership | 710 North Main Street          | Franklin       | KY | 42134 | 270/783-8880 |      |
| J718133 | JRN, Inc.                      | 1445 Cherry Blossom Way, US 62 | Georgetown     | KY | 40324 | 931/490-4765 |      |
| J718259 | JRN, Inc.                      | 120 South L. Roger Wells Blvd. | Glasgow        | KY | 42141 | 931/490-4765 |      |
| K198008 | KSK Management, Inc.           | 344 C. W. Stevens Boulevard    | Grayson        | KY | 41143 | 606/324-5421 |      |
| K750003 | J.R.S. Restaurant Corporation  | 101 Tway Hollow Road           | Harlan         | KY | 40831 | 606/248-8352 |      |
| O21493  | Charter Foods, Inc.            | 609 College St.                | Harrodsburg    | KY | 40330 | 423/587-0690 | **** |
| K198009 | KSK Management, Inc.           | 2025 North Main Street         | Hazard         | KY | 41701 | 606/324-5421 |      |
| J718328 | JRN, Inc.                      | 2236 Highway 41, North         | Henderson      | KY | 42420 | 931/490-4765 |      |
| D446008 | Five Star, Limited Partnership | 3000 Ft. Campbell Boulevard    | Hopkinsville   | KY | 42240 | 270/783-8880 |      |
| C477001 | Multi-Fast Food, LLC           | 2018 Main Street               | Inez           | KY | 41224 | 606/395-5041 | **** |
| K198026 | KSK Management, Inc.           | 382 Highway 15 North           | Jackson        | KY | 41339 | 606/324-5421 | **** |
| K750013 | J.R.S. Restaurant Corporation  | 101 Crystal Drive              | La Grange      | KY | 40031 | 606/248-8352 |      |
| O28510  | Charter Foods, Inc.            | 780 W. Main Street             | Lebanon        | KY | 40033 | 423/587-0690 | **** |
| K750029 | J.R.S. Restaurant Corporation  | 626 South Main Street          | Leitchfield    | KY | 42754 | 606/248-8352 |      |
| J718101 | JRN, Inc.                      | 3030 Richmond Road             | Lexington      | KY | 40509 | 931/490-4765 |      |
| J718103 | JRN, Inc.                      | 4141 Tates Creek Centre Drive  | Lexington      | KY | 40517 | 931/490-4765 |      |
| J718108 | JRN, Inc.                      | 1494 Boardwalk                 | Lexington      | KY | 40511 | 931/490-4765 |      |
| J718211 | JRN, Inc.                      | 1907 Plaudit Dr.               | Lexington      | KY | 40509 | 931/490-4765 | ***  |
| K680006 | LC Sharp, Inc.                 | 2401 Nicholasville Road        | Lexington      | KY | 40503 | 859/333-1752 |      |
| J718032 | JRN, Inc.                      | 411 Highway 80                 | London         | KY | 40741 | 931/490-4765 |      |
| K198027 | Louisa Foods, Inc.             | 2864 State Highway 2565        | Louisa         | KY | 41230 | 606/324-5421 |      |
| H445020 | Houston Enterprises USA, Inc.  | 5462 New Cut Rd.               | Louisville     | KY | 40214 | 413/540-0018 |      |
| H445021 | Houston Enterprises USA, Inc.  | 4441 Cane Run Road             | Louisville     | KY | 40216 | 413/540-0018 |      |
| K750024 | J.R.S. Restaurant Corporation  | 12420 LaGrange Road            | Louisville     | KY | 40245 | 606/248-8352 |      |
| K750015 | J.R.S. Restaurant Corporation  | 2513 Preston Highway           | Louisville     | KY | 40217 | 606/248-8352 |      |
| K750022 | J.R.S. Restaurant Corporation  | 4910 US Highway 42             | Louisville     | KY | 40222 | 606/248-8352 |      |
| K750039 | J.R.S. Restaurant Corporation  | 5603 Preston Hwy               | Louisville     | KY | 40219 | 606/248-8352 |      |
| K750018 | J.R.S. Restaurant Corporation  | 1835 Old Preston Highway       | Louisville     | KY | 40229 | 606/248-8352 |      |

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| K750021 | J.R.S. Restaurant Corporation          | 3280 Taylor Blvd            | Louisville          | KY | 40215 | 606/248-8352 |      |
| J718332 | JRN, Inc.                              | 197 Madison Square Drive    | Madisonville        | KY | 42431 | 931/490-4765 |      |
| L518099 | Tasty Chick'n Midwest, LLC             | 1115 Paris Road             | Mayfield            | KY | 42066 | 310/943-4997 |      |
| K750001 | J.R.S. Restaurant Corporation          | 1217 East Cumberland Avenue | Middlesboro         | KY | 40965 | 606/248-8352 |      |
| K198025 | Tri-State Food Systems, Inc.           | 200 Stone Street            | Morehead            | KY | 40351 | 606/324-5421 |      |
| J718136 | JRN, Inc.                              | 109 Ragland Avenue          | Mount Sterling      | KY | 40353 | 931/490-4765 |      |
| C761001 | MSA, Inc.                              | 1230 Richmond Street, N.    | Mount Vernon        | KY | 40456 | 606/256-4910 |      |
| K750034 | J.R.S. Restaurant Corporation          | 163 Oakbrooke Circle        | Mount Washington    | KY | 40047 | 606/248-8352 |      |
| L518100 | Tasty Chick'n Midwest, LLC             | 1104 Chestnut St            | Murray              | KY | 42071 | 310/943-4997 |      |
| G135718 | FQSR, LLC (dba KBP Foods)              | 1315 Monmouth Street        | Newport             | KY | 41071 | 913/428-3636 | **   |
| J718162 | JRN, Inc.                              | 900 North Main Street       | Nicholasville       | KY | 40356 | 931/490-4765 |      |
| J718330 | JRN, Inc.                              | 3212 Highway 54             | Owensboro           | KY | 42303 | 931/490-4765 |      |
| L518054 | Tasty Chick'n Midwest, LLC             | 2800 Lone Oak Road          | Paducah             | KY | 42003 | 310/943-4997 |      |
| L518055 | Tasty Chick'n Midwest, LLC             | 2725 Jackson Street         | Paducah             | KY | 42003 | 310/943-4997 |      |
| L518056 | Tasty Chick'n Midwest, LLC             | 2921 Irvin Cobb Drive       | Paducah             | KY | 42003 | 310/943-4997 | **** |
| K198024 | Tri-State Food Systems, Inc.           | 615 North Mayo Trail        | Paintsville         | KY | 41240 | 606/324-5421 |      |
| J718266 | JRN, Inc.                              | 304 Letton Drive            | Paris               | KY | 40361 | 931/490-4765 | **** |
| K198005 | KSK Management, Inc.                   | 110 South Mayo Trail        | Pikeville           | KY | 41501 | 606/324-5421 |      |
| K750005 | J.R.S. Restaurant Corporation          | 117 Pine Street             | Pineville           | KY | 40977 | 606/248-8352 |      |
| H445009 | Houston Enterprises USA, Inc.          | 6908 Dixie Hwy.             | Pleasure Ridge Park | KY | 40258 | 413/540-0018 |      |
| K198014 | KSK Management, Inc.                   | 618 North Lake Drive        | Prestonsburg        | KY | 41653 | 606/324-5421 |      |
| D446016 | Five Star, Limited Partnership         | 301 Marion Road             | Princeton           | KY | 42445 | 270/783-8880 |      |
| K750033 | J.R.S. Restaurant Corporation          | 262 N. Dixie Boulevard      | Radcliff            | KY | 40160 | 606/248-8352 |      |
| J718100 | JRN, Inc.                              | 851 Eastern By-Pass         | Richmond            | KY | 40475 | 931/490-4765 |      |
| K750040 | J.R.S. Restaurant Corporation          | 598 S. Hwy. 127             | Russell Springs     | KY | 42642 | 606/248-8352 |      |
| D446015 | Five Star, Limited Partnership         | 683 N. Main Street          | Russellville        | KY | 42276 | 270/783-8880 |      |
| K750012 | J.R.S. Restaurant Corporation          | 195 Boone Station Road      | Shelbyville         | KY | 40065 | 606/248-8352 |      |
| K750019 | J.R.S. Restaurant Corporation          | 427 Highway 44 East         | Shepherdsville      | KY | 40165 | 606/248-8352 |      |
| J718265 | JRN, Inc.                              | 704 S. U.S. Hwy. 27         | Somerset            | KY | 42501 | 931/490-4765 |      |
| J625122 | Ampex Brands of West Virginia, Inc.    | 151 Appalachian Plaza       | South Williamson    | KY | 41503 | 469/917-3800 |      |
| G135714 | FQSR, LLC (dba KBP Foods)              | 5067 Sandman Dr             | Taylor Mill         | KY | 41015 | 913/428-3636 | **** |
| H445018 | Houston Enterprises USA, Inc.          | 10103 Dixie Hwy.            | Valley Station      | KY | 40272 | 413/540-0018 |      |
| K198030 | KB Foods, LLC                          | 249 W Main St               | West Liberty        | KY | 41472 | 606/324-5421 |      |
| K198029 | KB Foods, LLC                          | 256 Maple Street            | Whitesburg          | KY | 41858 | 606/324-5421 |      |
| D746001 | KD Enterprises, LLC                    | 1280 North Highway 27       | Whitley City        | KY | 42653 | 606/376-3737 |      |
| J718262 | JRN, Inc.                              | 75 Highway 92, W.           | Williamsburg        | KY | 40769 | 931/490-4765 |      |
| K680001 | L & G Sharp, Inc.                      | 1 Carol Road                | Winchester          | KY | 40391 | 859/333-1752 |      |
| G135463 | FQSR, LLC (dba KBP Foods)              | 3910 North Boulevard        | Alexandria          | LA | 71301 | 913/428-3636 |      |
| F685003 | EGP Louisiana LLC                      | 9690 Perkins Road           | Baton Rouge         | LA | 70810 | 714/727-9573 |      |
| L775091 | KT of Baton Rouge, LLC                 | 6895 Airline Highway        | Baton Rouge         | LA | 70805 | 601/649-2522 | **** |
| L775090 | KT of Baton Rouge, LLC                 | 3709 Hollywood Street       | Baton Rouge         | LA | 70805 | 601/649-2522 | **** |
| L775092 | KT of Baton Rouge, LLC                 | 122 Lobdell Avenue          | Baton Rouge         | LA | 70806 | 601/649-2522 | **** |
| G135397 | FQSR, LLC (dba KBP Foods)              | 637 Benton Road             | Bossier City        | LA | 71111 | 913/428-3636 |      |
| C029001 | Franchise Management Investors US, LLC | 104 E. E. Wallace Boulevard | Ferriday            | LA | 71334 | 506/323-1878 |      |

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| F685005 | EGP Louisiana LLC                      | 2703 S. Cabela's Parkway      | Gonzales     | LA | 70737 | 714/727-9573 |      |
| F685006 | EGP Louisiana LLC                      | 223 North Morrison Boulevard  | Hammond      | LA | 70401 | 714/727-9573 |      |
| F685004 | EGP Louisiana LLC                      | 1609 Westbank Expy.           | Harvey       | LA | 70058 | 714/727-9573 |      |
| L775085 | West Quality Food Service, Inc.        | 2445 Williams Blvd.           | Kenner       | LA | 70062 | 601/649-2522 |      |
| G135655 | FQSR, LLC (dba KBP Foods)              | 3328 Ambassador Caffrey Pkwy. | Lafayette    | LA | 70506 | 913/428-3636 |      |
| G135657 | FQSR, LLC (dba KBP Foods)              | 200 Kaliste Saloom Road       | Lafayette    | LA | 70508 | 913/428-3636 |      |
| G135618 | FQSR, LLC (dba KBP Foods)              | 1102 S. 5th Street            | Leesville    | LA | 71446 | 913/428-3636 |      |
| G135403 | FQSR, LLC (dba KBP Foods)              | 1050 Homer Road               | Minden       | LA | 71055 | 913/428-3636 |      |
| G135433 | FQSR, LLC (dba KBP Foods)              | 1706 Martin Luther King Drive | Monroe       | LA | 71202 | 913/428-3636 |      |
| G135434 | FQSR, LLC (dba KBP Foods)              | 4200 Desiard Street           | Monroe       | LA | 71203 | 913/428-3636 |      |
| G135703 | FQSR, LLC (dba KBP Foods)              | 1007 East Main                | New Iberia   | LA | 70560 | 913/428-3636 |      |
| L775075 | West Quality Food Service, Inc.        | 6009 Bullard Ave.             | New Orleans  | LA | 70128 | 601/649-2522 |      |
| F685001 | EGP Louisiana LLC                      | 3663 General Degaulle Dr.     | New Orleans  | LA | 70114 | 714/727-9573 |      |
| G135464 | FQSR, LLC (dba KBP Foods)              | 2753 Highway 28 E.            | Pineville    | LA | 71360 | 913/428-3636 |      |
| F685002 | EGP Louisiana LLC                      | 2830 N. Westport Drive        | Port Allen   | LA | 70767 | 714/727-9573 | **** |
| E645008 | Rayville KFC, LLC                      | 2211 Louisa Street            | Rayville     | LA | 71269 | 601/638-2115 |      |
| G135462 | FQSR, LLC (dba KBP Foods)              | 211 West California Avenue    | Ruston       | LA | 71270 | 913/428-3636 |      |
| G135400 | FQSR, LLC (dba KBP Foods)              | 6608 Youree Drive             | Shreveport   | LA | 71105 | 913/428-3636 |      |
| G135399 | FQSR, LLC (dba KBP Foods)              | 125 East Bert Kouns           | Shreveport   | LA | 71106 | 913/428-3636 |      |
| G135394 | FQSR, LLC (dba KBP Foods)              | 6820 Pines Road               | Shreveport   | LA | 71129 | 913/428-3636 |      |
| E645003 | Hannons KFC of Tallulah, Inc.          | 201 South Chestnut Street     | Tallulah     | LA | 71282 | 601/638-2115 |      |
| G135432 | FQSR, LLC (dba KBP Foods)              | 901 Glenwood                  | West Monroe  | LA | 71291 | 913/428-3636 |      |
| L775089 | KT of Baton Rouge, LLC                 | 1001 Westbank Expressway      | Westwego     | LA | 70094 | 601/649-2522 | **** |
| E685019 | D.E. Foods, LLC                        | 30 N. Beacon Street           | Allston      | MA | 02134 | 781/982-0755 |      |
| J800001 | Attleboro KFC Corp.                    | 116 Pleasant Street           | Attleboro    | MA | 02703 | 617/481-5990 |      |
| J089021 | Charter Foods North, LLC               | 820 Southbridge St.           | Auburn       | MA | 01501 | 423/587-0690 | **** |
| E685074 | D.E. Foods, LLC                        | 485 Boston Road               | Billerica    | MA | 01821 | 781/982-0755 |      |
| E685018 | D.E. Foods, LLC                        | 218 Broad St                  | Bridgewater  | MA | 02324 | 781/982-0755 | **** |
| E685016 | D.E. Foods, LLC                        | 875 N Montello St             | Brockton     | MA | 02301 | 781/982-0755 | **** |
| H445002 | Houston Enterprises, Inc.              | 1307 Memorial Drive           | Chicopee     | MA | 01020 | 413/540-0018 |      |
| E685013 | D.E. Foods, LLC                        | 465 Washington St             | Dorchester   | MA | 02124 | 781/982-0755 |      |
| E685015 | D.E. Foods, LLC                        | 695 Columbia Rd               | Dorchester   | MA | 02125 | 781/982-0755 |      |
| E685002 | D.E. Foods, Inc.                       | 3015 Cranberry Hwy            | East Wareham | MA | 02538 | 781/982-0755 | **** |
| G205004 | Gallant and Willette, Inc.             | 20 Everett Avenue             | Everett      | MA | 02149 | 978/970-4990 |      |
| L560005 | KFC of Taunton, a Limited Partnership  | 484 Pleasant St.              | Fall River   | MA | 02721 | 617/308-0504 |      |
| E685024 | D.E. Foods, LLC                        | 149 Cochituate Rd             | Framingham   | MA | 01701 | 781/982-0755 | **** |
| D378001 | J's Four, Inc.                         | 8 Pearson Blvd                | Gardner      | MA | 01440 | 941/345-3233 | **** |
| C029047 | Franchise Management Investors US, LLC | 242 Mohawk Trail              | Greenfield   | MA | 01301 | 506/323-1878 | **** |
| J089020 | Charter Foods North, LLC               | 280 Main Street               | Haverhill    | MA | 01830 | 423/587-0690 | **** |
| H445004 | Houston Enterprises, Inc.              | 2241 N. Hampton Street        | Holyoke      | MA | 01040 | 413/540-0018 |      |
| E685027 | D.E. Foods, LLC                        | 282 Washington Street         | Hudson       | MA | 01749 | 781/982-0755 | **** |
| E685004 | D.E. Foods, Inc.                       | 314 Barnstable Road           | Hyannis      | MA | 02601 | 781/982-0755 | **** |
| E685003 | D.E. Foods, Inc.                       | 112 Main Street - Route 3a    | Kingston     | MA | 02364 | 781/982-0755 |      |
| E685025 | D.E. Foods, LLC                        | 490 S Union Street            | Lawrence     | MA | 01843 | 781/982-0755 |      |

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| G205001 | Gallant, Inc.                         | 1720 Middlesex Street         | Lowell           | MA | 01851 | 978/970-4990 | **** |
| H445008 | Houston Enterprises, Inc.             | 481 Center Street             | Ludlow           | MA | 01056 | 413/540-0018 |      |
| C516010 | Triple Play Concepts, LLC             | 720 Lynnway                   | Lynn             | MA | 01905 | 413/734-2149 |      |
| E685060 | D.E. Foods, LLC                       | 75 Broadway                   | Malden           | MA | 02148 | 781/982-0755 |      |
| E685026 | D.E. Foods, LLC                       | 212 Haverhill Street          | Methuen          | MA | 01844 | 781/982-0755 | **** |
| C516011 | Triple Play Franchises, LLC           | 15 Medway Road                | Milford          | MA | 01757 | 413/734-2149 |      |
| L560007 | KFC of Taunton, a Limited Partnership | 2135 Acushnet Avenue          | New Bedford      | MA | 02745 | 617/308-0504 |      |
| L560008 | KFC of Taunton, a Limited Partnership | 506 County St.                | New Bedford      | MA | 02740 | 617/308-0504 |      |
| O29323  | Cantina Hospitality, LLC              | 203 King Street               | Northampton      | MA | 01060 | 203/987-6162 | **** |
| E685014 | D.E. Foods, LLC                       | 11 Washington St              | Norwell          | MA | 02061 | 781/982-0755 |      |
| E685011 | D.E. Foods, LLC                       | 707 Hancock St                | Quincy           | MA | 02170 | 781/982-0755 | **** |
| E685010 | D.E. Foods, LLC                       | 625 American Legion Hwy       | Roslindale       | MA | 02131 | 781/982-0755 |      |
| C516009 | Triple Play Concepts, LLC             | 421 Broadway; Rt. 1           | Saugus           | MA | 01906 | 413/734-2149 |      |
| E685023 | D.E. Foods, LLC                       | 21 S Quinsigamond Ave         | Shrewsbury       | MA | 01545 | 781/982-0755 | **** |
| C043001 | Sum, LLC                              | 525 Gar Highway               | Somerset         | MA | 02726 | 617/308-0504 |      |
| H445006 | Houston Enterprises, Inc.             | 632 State Street              | Springfield      | MA | 01109 | 413/540-0018 |      |
| H445025 | Houston Enterprises, Inc.             | 3111 Main St.                 | Springfield      | MA | 01107 | 413/540-0018 |      |
| H445007 | Houston Enterprises, Inc.             | 1324 Boston Road              | Springfield      | MA | 01129 | 413/540-0018 |      |
| E685017 | D.E. Foods, LLC                       | 265 Washington Street         | Stoughton        | MA | 02072 | 781/982-0755 | **** |
| L560016 | KFC of Taunton, a Limited Partnership | 20 Cape Road                  | Taunton          | MA | 02780 | 617/308-0504 |      |
| E685021 | D.E. Foods, LLC                       | 501 Main St                   | Waltham          | MA | 02452 | 781/982-0755 |      |
| J089019 | Charter Foods North, LLC              | 71 E. Main St.                | Webster          | MA | 01570 | 423/587-0690 | **** |
| H445005 | Houston Enterprises, Inc.             | 931 Riverdale Street          | West Springfield | MA | 01089 | 413/540-0018 |      |
| H445024 | Houston Enterprises, Inc.             | 285 East Main Street          | Westfield        | MA | 01085 | 413/540-0018 |      |
| E685009 | D.E. Foods, LLC                       | 298 Washington St             | Weymouth         | MA | 02188 | 781/982-0755 |      |
| E685020 | D.E. Foods, LLC                       | 163 Cambridge Rd              | Woburn           | MA | 01801 | 781/982-0755 | **** |
| E685022 | D.E. Foods, LLC                       | 418 Park Ave                  | Worcester        | MA | 01610 | 781/982-0755 | **** |
| J089017 | Charter Foods North, LLC              | 463 Lincoln Street            | Worcester        | MA | 01605 | 423/587-0690 | **** |
| G135767 | FQSR, LLC (dba KBP Foods)             | 1009 Beards Hill Road         | Aberdeen         | MD | 21001 | 913/428-3636 |      |
| G135762 | FQSR, LLC (dba KBP Foods)             | 406 Constant Friendship Blvd  | Abingdon         | MD | 21009 | 913/428-3636 | **** |
| C923001 | CL Food Enterprises LLC               | 6219 Belair Road              | Baltimore        | MD | 21206 | 516/775-3347 |      |
| C923003 | CL Food Enterprises LLC               | 2329 Frederick Ave.           | Baltimore        | MD | 21223 | 516/775-3347 |      |
| K071037 | MITRA QSR KNE, LLC                    | 7112 Liberty Rd               | Baltimore        | MD | 21207 | 214/440-4144 |      |
| K071038 | MITRA QSR KNE, LLC                    | 7710 Wise Ave                 | Baltimore        | MD | 21222 | 214/440-4144 |      |
| K071039 | MITRA QSR KNE, LLC                    | 5000 Sinclair Lane            | Baltimore        | MD | 21206 | 214/440-4144 | **   |
| K071040 | MITRA QSR KNE, LLC                    | 5647 Baltimore National Pike  | Baltimore        | MD | 21228 | 214/440-4144 |      |
| K071172 | MITRA QSR KNE, LLC                    | 7306 McClean Blvd.            | Baltimore        | MD | 21234 | 214/440-4144 |      |
| C923002 | CL Food Enterprises LLC               | 2853 Greenmount Ave.          | Baltimore        | MD | 21218 | 516/775-3347 |      |
| K071045 | MITRA QSR KNE, LLC                    | 6600 Reisterstown Road        | Baltimore        | MD | 21215 | 214/440-4144 |      |
| K071141 | MITRA QSR KNE, LLC                    | 6101 Greenbelt Rd             | Berwyn Heights   | MD | 20740 | 214/440-4144 |      |
| G135321 | FQSR, LLC (dba KBP Foods)             | 302 Canberra Way              | Bryans Road      | MD | 20616 | 913/428-3636 |      |
| K071127 | MITRA QSR KNE, LLC                    | 8251 Central Ave              | Capitol Heights  | MD | 20743 | 214/440-4144 |      |
| O39977  | R & R Ventures West, LLC              | 709 Washington Avenue Route 2 | Chestertown      | MD | 21620 | 410/810-1399 | **** |
| K071130 | MITRA QSR KNE, LLC                    | 6510 Coventry Way             | Clinton          | MD | 20735 | 214/440-4144 |      |

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| K071134 | MITRA QSR KNE, LLC        | 4021 Bladensburg Rd                               | Colmar Manor      | MD | 20722 | 214/440-4144 | **** |
| K071047 | MITRA QSR KNE, LLC        | 7125 Minstrel Way                                 | Columbia          | MD | 21045 | 214/440-4144 |      |
| K071103 | MITRA QSR KNE, LLC        | 506 Springdale St.                                | Cumberland        | MD | 21502 | 214/440-4144 |      |
| K071123 | MITRA QSR KNE, LLC        | 6615 Marlboro Pike                                | District Heights  | MD | 20747 | 214/440-4144 |      |
| G135761 | FQSR, LLC (dba KBP Foods) | 260 Belle Hill Road                               | Elkton            | MD | 21921 | 913/428-3636 | **** |
| K071104 | MITRA QSR KNE, LLC        | 5583 Spectrum Dr                                  | Frederick         | MD | 21703 | 214/440-4144 | **** |
| K071102 | MITRA QSR KNE, LLC        | 1 Willowdale Dr.                                  | Frederick         | MD | 21702 | 214/440-4144 |      |
| K071131 | MITRA QSR KNE, LLC        | 19650 Gunners Branch Road                         | Germantown        | MD | 20876 | 214/440-4144 | **** |
| K071136 | MITRA QSR KNE, LLC        | 17700 Garland Groh Blvd                           | Hagerstown        | MD | 21740 | 214/440-4144 |      |
| K071043 | MITRA QSR KNE, LLC        | 2309 Hanover Pike                                 | Hampstead         | MD | 21074 | 214/440-4144 | **** |
| G135292 | FQSR, LLC (dba KBP Foods) | Rt. 301 & Rt. 6                                   | La Plata          | MD | 20646 | 913/428-3636 |      |
| K071122 | MITRA QSR KNE, LLC        | 6701 Martin Luther King Jr Hwy                    | Landover          | MD | 20785 | 214/440-4144 |      |
| K071129 | MITRA QSR KNE, LLC        | 10501 Greenbelt Rd                                | Lanham            | MD | 20706 | 214/440-4144 |      |
| K071100 | MITRA QSR KNE, LLC        | 1233 National Hwy                                 | LaVale            | MD | 21502 | 214/440-4144 |      |
| G135314 | FQSR, LLC (dba KBP Foods) | 708 Nursery Rd                                    | Linthicum Heights | MD | 21090 | 913/428-3636 |      |
| G135293 | FQSR, LLC (dba KBP Foods) | 8073 Veterans Highway, Cloverleaf Business Center | Millersville      | MD | 21108 | 913/428-3636 |      |
| K071041 | MITRA QSR KNE, LLC        | 1613 Ridgeside Dr                                 | Mount Airy        | MD | 21771 | 214/440-4144 | **** |
| G135312 | FQSR, LLC (dba KBP Foods) | 1682 Annapolis Rd                                 | Odenton           | MD | 21113 | 913/428-3636 |      |
| K071126 | MITRA QSR KNE, LLC        | 6140-42 Oxon Hill Road                            | Oxon Hill         | MD | 20745 | 214/440-4144 |      |
| G135765 | FQSR, LLC (dba KBP Foods) | 9114 Belair Road                                  | Perry Hall        | MD | 21128 | 913/428-3636 |      |
| G135310 | FQSR, LLC (dba KBP Foods) | 65 West Dares Beach Road                          | Prince Frederick  | MD | 20678 | 913/428-3636 |      |
| K071042 | MITRA QSR KNE, LLC        | 8634 Liberty Rd.                                  | Randallstown      | MD | 21133 | 214/440-4144 |      |
| K071139 | MITRA QSR KNE, LLC        | 9910 Key West Avenue                              | Rockville         | MD | 20850 | 214/440-4144 | **** |
| J130048 | Maryland Cantina, LLC     | 307 Tilghman Road                                 | Salisbury         | MD | 21804 | 610/260-1500 | **** |
| K071135 | MITRA QSR KNE, LLC        | 7720 Blair Road                                   | Silver Spring     | MD | 20912 | 214/440-4144 | **** |
| K071137 | MITRA QSR KNE, LLC        | 4047 Branch Ave                                   | Temple Hills      | MD | 20748 | 214/440-4144 |      |
| G135760 | FQSR, LLC (dba KBP Foods) | 1 Thurmont Blvd                                   | Thurmont          | MD | 21788 | 913/428-3636 | **** |
| G135307 | FQSR, LLC (dba KBP Foods) | 5785 S.W. Crain Highway                           | Upper Marlboro    | MD | 20772 | 913/428-3636 |      |
| G135296 | FQSR, LLC (dba KBP Foods) | 10 Watkins Park Drive                             | Upper Marlboro    | MD | 20774 | 913/428-3636 |      |
| G135294 | FQSR, LLC (dba KBP Foods) | 2180 Crain Highway                                | Waldorf           | MD | 20601 | 913/428-3636 |      |
| K071128 | MITRA QSR KNE, LLC        | 2119 University Blvd W                            | Wheaton           | MD | 20902 | 214/440-4144 | **** |
| G135827 | FQSR, LLC (dba KBP Foods) | 63 Center St                                      | Auburn            | ME | 04210 | 913/428-3636 |      |
| G135834 | FQSR, LLC (dba KBP Foods) | 300 Civic Center Dr.                              | Augusta           | ME | 04330 | 913/428-3636 | **** |
| G135820 | FQSR, LLC (dba KBP Foods) | 603 Broadway Street                               | Bangor            | ME | 04401 | 913/428-3636 | **** |
| G135823 | FQSR, LLC (dba KBP Foods) | 470 Wilson Street                                 | Brewer            | ME | 04412 | 913/428-3636 | **** |
| G135826 | FQSR, LLC (dba KBP Foods) | 17 Gurnet Road                                    | Brunswick         | ME | 04011 | 913/428-3636 | **** |
| G135819 | FQSR, LLC (dba KBP Foods) | 245 High Street                                   | Ellsworth         | ME | 04605 | 913/428-3636 | **** |
| G135832 | FQSR, LLC (dba KBP Foods) | 369 Wilton Road                                   | Farmington        | ME | 04938 | 913/428-3636 | **** |
| G135825 | FQSR, LLC (dba KBP Foods) | 1201 Lisbon                                       | Lewiston          | ME | 04240 | 913/428-3636 | **** |
| G135818 | FQSR, LLC (dba KBP Foods) | 57 Main Street                                    | Paris             | ME | 04281 | 913/428-3636 |      |
| G135882 | FQSR, LLC (dba KBP Foods) | 808 Main St                                       | Presque Isle      | ME | 04769 | 913/428-3636 | **** |
| G445001 | Sanweco, Inc.             | 491 Main St.                                      | Saco              | ME | 04072 | 207/283-4046 | **** |
| G445006 | Sanweco, Inc.             | 1244 Main Street                                  | Sanford           | ME | 04073 | 207/283-4046 | **** |

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| G135822 | FQSR, LLC (dba KBP Foods)               | 400 Gallery Boulevard      | Scarborough      | ME | 04074 | 913/428-3636 | **** |
| G135833 | FQSR, LLC (dba KBP Foods)               | 339a Madison Avenue        | Skowhegan        | ME | 04976 | 913/428-3636 | **** |
| G135821 | FQSR, LLC (dba KBP Foods)               | 444 Kennedy Memorial Drive | Waterville       | ME | 04901 | 913/428-3636 | **** |
| G135824 | FQSR, LLC (dba KBP Foods)               | 140 Main St.               | Westbrook        | ME | 04092 | 913/428-3636 | **** |
| G135828 | FQSR, LLC (dba KBP Foods)               | 755 Roosevelt Trail        | Windham          | ME | 04062 | 913/428-3636 | **** |
| K273037 | PAK Management of Michigan, Inc.        | 930 South Main Street      | Adrian           | MI | 49221 | 718/721-2500 |      |
| G135677 | FQSR, LLC (dba KBP Foods)               | 1317 North Eaton Street    | Albion           | MI | 49224 | 913/428-3636 |      |
| C160035 | Kedis Enterprises 9, LLC                | 8020 Allen Road            | Allen Park       | MI | 48101 | 516/775-3347 |      |
| C044001 | Bells and Birds, Inc.                   | 1490 Wright Avenue         | Alma             | MI | 48801 | 989/422-3534 |      |
| K980062 | Timothy E. Fitzpatrick                  | 1130 State Avenue          | Alpena           | MI | 49707 | 989/356-3048 |      |
| K273025 | PAK Management of Michigan, Inc.        | 4040 Washtenaw Avenue      | Ann Arbor        | MI | 48108 | 718/721-2500 |      |
| G135375 | FQSR, LLC (dba KBP Foods)               | 1361 N Opdyke Road         | Auburn Hills     | MI | 48326 | 913/428-3636 |      |
| G135683 | FQSR, LLC (dba KBP Foods)               | 1149 W. Columbia Avenue    | Battle Creek     | MI | 49015 | 913/428-3636 |      |
| G135674 | FQSR, LLC (dba KBP Foods)               | 1405 Capitol Avenue, N.E.  | Battle Creek     | MI | 49017 | 913/428-3636 |      |
| G135746 | FQSR, LLC (dba KBP Foods)               | 6362 3 Mile Road           | Bay City         | MI | 48706 | 913/428-3636 | **** |
| G135747 | FQSR, LLC (dba KBP Foods)               | 908 North Euclid           | Bay City         | MI | 48706 | 913/428-3636 |      |
| K273024 | PAK Management of Michigan, Inc.        | 2169 Rawsonville Road      | Belleville       | MI | 48111 | 718/721-2500 |      |
| G135680 | FQSR, LLC (dba KBP Foods)               | 1957 M-139 Highway         | Benton Harbor    | MI | 49022 | 913/428-3636 |      |
| L470018 | K.F.C. Take Home of Beverly Hills, Inc. | 15616 Thirteen Mile Road   | Beverly Hills    | MI | 48025 | 248/353-7600 |      |
| C044008 | Bells and Birds, Inc.                   | 310 Perry Avenue           | Big Rapids       | MI | 49307 | 989/422-3534 | **   |
| G135385 | FQSR, LLC (dba KBP Foods)               | 9230 Birch Run Road        | Birch Run        | MI | 48415 | 913/428-3636 |      |
| F705003 | G. & S. Restaurants, Inc.               | 33900 Woodward Avenue      | Birmingham       | MI | 48009 | 248/646-0088 |      |
| G135600 | FQSR, LLC (dba KBP Foods)               | 1195 North Belsay Road     | Burton           | MI | 48509 | 913/428-3636 |      |
| C044018 | Bells and Birds, Inc.                   | 9101 E. 34th Road          | Cadillac         | MI | 49601 | 989/422-3534 |      |
| G135372 | FQSR, LLC (dba KBP Foods)               | 41670 Ford Rd              | Canton           | MI | 48187 | 913/428-3636 |      |
| C044010 | Bells and Birds, Inc.                   | 14107 Whitecreek           | Cedar Springs    | MI | 49319 | 989/422-3534 | *    |
| G135684 | FQSR, LLC (dba KBP Foods)               | 222 Lansing Road           | Charlotte        | MI | 48813 | 913/428-3636 |      |
| O24033  | Bells and Birds, Inc.                   | 10384 S. Clare Avenue      | Clare            | MI | 48617 | 989/422-3534 | **** |
| F705006 | G. & S. Restaurants, Inc.               | 1345 North Main            | Clawson          | MI | 48017 | 248/646-0088 |      |
| G135384 | FQSR, LLC (dba KBP Foods)               | 4255 West Vienna Road      | Clio             | MI | 48420 | 913/428-3636 |      |
| G135679 | FQSR, LLC (dba KBP Foods)               | 604 East Chicago Street    | Coldwater        | MI | 49036 | 913/428-3636 |      |
| G135383 | FQSR, LLC (dba KBP Foods)               | 10018 Lapeer Road          | Davison          | MI | 48423 | 913/428-3636 |      |
| G135369 | FQSR, LLC (dba KBP Foods)               | 12721 Michigan Ave         | Dearborn         | MI | 48126 | 913/428-3636 |      |
| G135481 | FQSR, LLC (dba KBP Foods)               | 10120 W. Warren Avenue     | Dearborn         | MI | 48126 | 913/428-3636 |      |
| C160037 | Kedis Enterprises 12, LLC               | 4605 South Telegraph Road  | Dearborn Heights | MI | 48125 | 516/775-3347 |      |
| G135354 | FQSR, LLC (dba KBP Foods)               | 9848 Livernois Ave         | Detroit          | MI | 48204 | 913/428-3636 |      |
| G135363 | FQSR, LLC (dba KBP Foods)               | 3785 Gratiot St.           | Detroit          | MI | 48207 | 913/428-3636 |      |
| G135366 | FQSR, LLC (dba KBP Foods)               | 13546 W McNichols Rd       | Detroit          | MI | 48235 | 913/428-3636 |      |
| G135860 | FQSR, LLC (dba KBP Foods)               | 18303 Joy Road             | Detroit          | MI | 48228 | 913/428-3636 |      |
| G135358 | FQSR, LLC (dba KBP Foods)               | 2600 E 8 Mile Rd           | Detroit          | MI | 48234 | 913/428-3636 |      |
| G135356 | FQSR, LLC (dba KBP Foods)               | 8939 W 7 Mile Rd           | Detroit          | MI | 48221 | 913/428-3636 |      |
| G135376 | FQSR, LLC (dba KBP Foods)               | 2601 W Davison Avenue      | Detroit          | MI | 48238 | 913/428-3636 |      |
| G135379 | FQSR, LLC (dba KBP Foods)               | 14201 W 7 Mile Rd          | Detroit          | MI | 48235 | 913/428-3636 |      |
| G135361 | FQSR, LLC (dba KBP Foods)               | 2716 W. Grand Blvd.        | Detroit          | MI | 48208 | 913/428-3636 |      |

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| G135362 | FQSR, LLC (dba KBP Foods)                     | 17750 Fenkell St                 | Detroit               | MI | 48227 | 913/428-3636 |      |
| G135357 | FQSR, LLC (dba KBP Foods)                     | 15700 E 8 Mile Rd                | Detroit               | MI | 48205 | 913/428-3636 |      |
| G135364 | FQSR, LLC (dba KBP Foods)                     | 9041 Chalmers                    | Detroit               | MI | 48213 | 913/428-3636 |      |
| F705005 | G.R.S. Restaurants, Inc.                      | 600 West Bay Street              | East Tawas            | MI | 48730 | 248/646-0088 | **   |
| K071170 | Mitra Midwest Acquisition, LLC                | 1512 North Lincoln               | Escanaba              | MI | 49829 | 214/440-4144 |      |
| G135745 | FQSR, LLC (dba KBP Foods)                     | 2702 Center Street               | Essexville            | MI | 48732 | 913/428-3636 |      |
| K580002 | Lucky Dining, Inc.                            | 3180 Owen Road                   | Fenton                | MI | 48430 | 810/632-5040 |      |
| L470037 | K.F.C. Take Home of Ferndale-Eight Mile, Inc. | 1200 West Eight Mile Road        | Ferndale              | MI | 48220 | 248/353-7600 |      |
| C160036 | Kedis Enterprises 10, LLC                     | 27127 Telegraph Road             | Flat Rock             | MI | 48134 | 516/775-3347 |      |
| G135360 | FQSR, LLC (dba KBP Foods)                     | 3510 Clio Rd                     | Flint                 | MI | 48504 | 913/428-3636 |      |
| G135373 | FQSR, LLC (dba KBP Foods)                     | 4427 Corunna Road                | Flint                 | MI | 48532 | 913/428-3636 |      |
| G135377 | FQSR, LLC (dba KBP Foods)                     | 1445 West Bristol Road           | Flint                 | MI | 48507 | 913/428-3636 |      |
| G135381 | FQSR, LLC (dba KBP Foods)                     | 1765 South Dort Highway          | Flint                 | MI | 48503 | 913/428-3636 |      |
| G135589 | FQSR, LLC (dba KBP Foods)                     | 3040 Kraft Road                  | Fort Gratiot          | MI | 48059 | 913/428-3636 | **   |
| G135772 | FQSR, LLC (dba KBP Foods)                     | 34330 Groesbeck Highway          | Fraser                | MI | 48035 | 913/428-3636 |      |
| C160034 | Kedis Enterprises 11, LLC                     | 28430 Ford Road                  | Garden City           | MI | 48135 | 516/775-3347 |      |
| C044011 | Bells and Birds, Inc.                         | 508 W. Main                      | Gaylord               | MI | 49735 | 989/422-3534 |      |
| G135370 | FQSR, LLC (dba KBP Foods)                     | 6021 Dort Hwy                    | Grand Blanc           | MI | 48439 | 913/428-3636 |      |
| K980078 | Fitzpatrick Acquisitions, L.L.C.              | 923 Beacon Blvd.                 | Grand Haven           | MI | 49417 | 989/356-3048 |      |
| K980120 | Fitzpatrick Acquisitions, L.L.C.              | 945 Michigan Street NE           | Grand Rapids          | MI | 49503 | 989/356-3048 |      |
| K980081 | Fitzpatrick Acquisitions, L.L.C.              | 4040 Plainfield Avenue, N.E.     | Grand Rapids          | MI | 49525 | 989/356-3048 |      |
| K980116 | Fitzpatrick Acquisitions, L.L.C.              | 1616 W. Washington               | Greenville            | MI | 48838 | 989/356-3048 |      |
| G135367 | FQSR, LLC (dba KBP Foods)                     | 20990 Harper Ave                 | Harper Woods          | MI | 48225 | 913/428-3636 |      |
| K580005 | Lucky Dining, Inc.                            | 11255 Highland Road              | Hartland              | MI | 48353 | 810/632-5040 |      |
| K980088 | Fitzpatrick Acquisitions, L.L.C.              | 131 E. Lakewood Blvd.            | Holland               | MI | 49424 | 989/356-3048 |      |
| K580009 | Lucky Dining, Inc.                            | 1006 W Sharon Avenue             | Houghton              | MI | 49931 | 810/632-5040 |      |
| C044015 | Bells and Birds, Inc.                         | 9367 West Lake City Road         | Houghton Lake Heights | MI | 48629 | 989/422-3534 |      |
| K580004 | Lucky Dining, Inc.                            | 3780 E. Grand River Avenue       | Howell                | MI | 48843 | 810/632-5040 |      |
| K980117 | Fitzpatrick Acquisitions, L.L.C.              | 411 N. Dexter Street             | Ionia                 | MI | 48846 | 989/356-3048 |      |
| 028153  | Bells and Birds, Inc.                         | 1321 E. Center Street            | Ithaca                | MI | 48847 | 989/422-3534 | **** |
| K980131 | Fitzpatrick Acquisitions, L.L.C.              | 2930 East Michigan               | Jackson               | MI | 49202 | 989/356-3048 |      |
| K980132 | Fitzpatrick Acquisitions, L.L.C.              | 911 W. Monroe Street             | Jackson               | MI | 49202 | 989/356-3048 |      |
| K980077 | Fitzpatrick Acquisitions, L.L.C.              | 238 Chicago Drive                | Jenison               | MI | 49428 | 989/356-3048 |      |
| G135673 | FQSR, LLC (dba KBP Foods)                     | 5822 South Westnedge             | Kalamazoo             | MI | 49002 | 913/428-3636 |      |
| K980086 | Fitzpatrick Acquisitions, L.L.C.              | 5240 Eastern Avenue              | Kentwood              | MI | 49508 | 989/356-3048 |      |
| K980085 | Fitzpatrick Acquisitions, L.L.C.              | 2856 28th Street, S.E.           | Kentwood              | MI | 49512 | 989/356-3048 |      |
| G135355 | FQSR, LLC (dba KBP Foods)                     | 383 S Broadway St                | Lake Orion            | MI | 48362 | 913/428-3636 |      |
| K980123 | Fitzpatrick Acquisitions, L.L.C.              | 6606 S. Cedar St.                | Lansing               | MI | 48911 | 989/356-3048 |      |
| K980125 | Fitzpatrick Acquisitions, L.L.C.              | 4509 W. Saginaw Hwy.             | Lansing               | MI | 48917 | 989/356-3048 |      |
| K980124 | Fitzpatrick Acquisitions, L.L.C.              | 3220 S. Martin Luther King Blvd. | Lansing               | MI | 48910 | 989/356-3048 | **   |
| G135591 | FQSR, LLC (dba KBP Foods)                     | 435 South Main                   | Lapeer                | MI | 48446 | 913/428-3636 |      |
| K273029 | PAK Management of Michigan, Inc.              | 556 Southfield                   | Lincoln Park          | MI | 48146 | 718/721-2500 |      |
| K273027 | PAK Management of Michigan, Inc.              | 1217 Dix Road                    | Lincoln Park          | MI | 48146 | 718/721-2500 |      |

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| L470103 | Shirley Vangeloff                         | 29060 Plymouth Road              | Livonia            | MI | 48150 | 248/353-7600 |      |
| L470098 | Schoolcraft Associates Corp.              | 13485 Farmington Road            | Livonia            | MI | 48150 | 248/353-7600 |      |
| H198002 | Kentucky Fried Chicken of Ludington, Inc. | 5673 West U.S. 10                | Ludington          | MI | 49431 | 616/843-4344 |      |
| D104001 | 5M Enterprises Inc                        | 225 Central Avenue               | Mackinaw City      | MI | 49701 | 231/436-5491 |      |
| K273022 | PAK Management of Michigan, Inc.          | 45780 N. Gratiot Avenue          | Macomb             | MI | 48042 | 718/721-2500 |      |
| L470077 | Shirley Vangeloff                         | 1555 East 12 Mile Road           | Madison Heights    | MI | 48071 | 248/353-7600 |      |
| H198001 | Youngman, Inc.                            | 1745 U.S. 31 South               | Manistee           | MI | 49660 | 616/843-4344 | **** |
| K470001 | Roubekas Enterprises Inc.                 | 1001 West Washington             | Marquette          | MI | 49855 | 906/226-7728 |      |
| G135594 | FQSR, LLC (dba KBP Foods)                 | 1501 Gratiot                     | Marysville         | MI | 48040 | 913/428-3636 | **   |
| K071171 | Mitra Midwest Acquisition, LLC            | 1146 Tenth Street                | Menominee          | MI | 49858 | 214/440-4144 |      |
| G135744 | FQSR, LLC (dba KBP Foods)                 | 1601 North Saginaw Road          | Midland            | MI | 48640 | 913/428-3636 |      |
| K273036 | PAK Management of Michigan, Inc.          | 15355 South Dixie Highway        | Monroe             | MI | 48161 | 718/721-2500 |      |
| K273035 | PAK Management of Michigan, Inc.          | 1133 North Telegraph             | Monroe             | MI | 48162 | 718/721-2500 |      |
| G135597 | FQSR, LLC (dba KBP Foods)                 | 7008 North Saginaw Road          | Mount Morris       | MI | 48458 | 913/428-3636 |      |
| C044013 | Bells and Birds, Inc.                     | 223 North Mission                | Mount Pleasant     | MI | 48858 | 989/422-3534 |      |
| K980079 | Fitzpatrick Acquisitions, L.L.C.          | 1414 Apple Avenue                | Muskegon           | MI | 49442 | 989/356-3048 |      |
| G135593 | FQSR, LLC (dba KBP Foods)                 | 34530 23 Mile Road               | New Baltimore      | MI | 48047 | 913/428-3636 |      |
| C044009 | Bells and Birds, Inc.                     | 8161 South Mason Street          | Newaygo            | MI | 49337 | 989/422-3534 | **** |
| G135676 | FQSR, LLC (dba KBP Foods)                 | 1295 South 11th Street           | Niles              | MI | 49120 | 913/428-3636 |      |
| L470068 | K.F.C. Take Home of Oak Park, Inc.        | 22001 Coolidge                   | Oak Park           | MI | 48237 | 248/353-7600 |      |
| K980126 | Fitzpatrick Acquisitions, L.L.C.          | 4876 Marsh Rd.                   | Okemos             | MI | 48864 | 989/356-3048 |      |
| F705004 | G.R.S. Restaurants, Inc.                  | 5150 U.S. 23 North               | Oscoda             | MI | 48750 | 248/646-0088 | **** |
| K580006 | Lucky Dining, Inc.                        | 1050 East Main Street            | Owosso             | MI | 48867 | 810/632-5040 |      |
| K580008 | Lucky Dining, Inc.                        | 2893 West Lansing                | Perry              | MI | 48872 | 810/632-5040 |      |
| 003758  | Bells and Birds, Inc.                     | 1191 N. U.S. Highway 31          | Petoskey           | MI | 49770 | 989/422-3534 | **** |
| G135685 | FQSR, LLC (dba KBP Foods)                 | 1246 West M89                    | Plainwell          | MI | 49080 | 913/428-3636 |      |
| G135380 | FQSR, LLC (dba KBP Foods)                 | 1000 S. Opdyke Road              | Pontiac            | MI | 48341 | 913/428-3636 |      |
| G135590 | FQSR, LLC (dba KBP Foods)                 | 608 24th Street                  | Port Huron         | MI | 48060 | 913/428-3636 |      |
| L470087 | Shirley Vangeloff                         | 27026 Grand River                | Redford            | MI | 48240 | 248/353-7600 |      |
| L470034 | K.F.C. Take Home of Five Mile Rd., Inc.   | 25551 Five Mile Road             | Redford            | MI | 48239 | 248/353-7600 |      |
| L470004 | K.F.C. Take Home of East Detroit, Inc.    | 25320 Gratiot Avenue             | Roseville          | MI | 48066 | 248/353-7600 |      |
| G135748 | FQSR, LLC (dba KBP Foods)                 | 8130 Gratiot Road                | Saginaw            | MI | 48609 | 913/428-3636 | *    |
| G135749 | FQSR, LLC (dba KBP Foods)                 | 3900 Hess Street                 | Saginaw            | MI | 48601 | 913/428-3636 |      |
| G135750 | FQSR, LLC (dba KBP Foods)                 | 4980 State Street                | Saginaw            | MI | 48603 | 913/428-3636 |      |
| G135751 | FQSR, LLC (dba KBP Foods)                 | 4585 Bay Road                    | Saginaw            | MI | 48604 | 913/428-3636 |      |
| L470081 | K.F.C. Take Home of Harper, Inc.          | 28155 Harper Avenue              | Saint Clair Shores | MI | 48081 | 248/353-7600 |      |
| C044014 | Bells and Birds, Inc.                     | 2011 South U.S. 27               | Saint Johns        | MI | 48879 | 989/422-3534 |      |
| G135774 | FQSR, LLC (dba KBP Foods)                 | 502 East Michigan Avenue         | Saline             | MI | 48176 | 913/428-3636 | **** |
| C044019 | Bells and Birds, Inc.                     | 2865 Interstate 75 Business Spur | Sault Sainte Marie | MI | 49783 | 989/422-3534 |      |
| F705002 | G. & S. Restaurants, Inc.                 | 24432 West Ten Mile Road         | Southfield         | MI | 48033 | 248/646-0088 |      |
| K273026 | PAK Management of Michigan, Inc.          | 12825 Eureka Road                | Southgate          | MI | 48195 | 718/721-2500 |      |
| K273028 | PAK Management of Michigan, Inc.          | 12425 Dix Road                   | Southgate          | MI | 48195 | 718/721-2500 |      |
| L470012 | K.F.C. Take Home of Sterling, Inc.        | 43280 Van Dyke                   | Sterling Heights   | MI | 48314 | 248/353-7600 |      |
| G135682 | FQSR, LLC (dba KBP Foods)                 | 406 S. Centerville Ave.          | Sturgis            | MI | 49091 | 913/428-3636 |      |

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| G135484 | FQSR, LLC (dba KBP Foods)              | 7026 N. Miller Rd.           | Swartz Creek     | MI | 48473 | 913/428-3636 |      |
| L470033 | K.F.C. Take Home of Taylor, Inc.       | 10130 Telegraph Road         | Taylor           | MI | 48180 | 248/353-7600 |      |
| C044016 | Bells and Birds, Inc.                  | 311 North U.S. 31 South      | Traverse City    | MI | 49684 | 989/422-3534 |      |
| C044017 | Bells and Birds, Inc.                  | 720 E. Front Street          | Traverse City    | MI | 49686 | 989/422-3534 |      |
| G135592 | FQSR, LLC (dba KBP Foods)              | 50615 Van Dyke Avenue        | Utica            | MI | 48317 | 913/428-3636 |      |
| K273021 | PAK Management of Michigan, Inc.       | 45101 Schoenerr Rd.          | Utica            | MI | 48315 | 718/721-2500 |      |
| K980080 | Fitzpatrick Acquisitions, L.L.C.       | 2550 Alpine Avenue, N.W.     | Walker           | MI | 49544 | 989/356-3048 |      |
| G135773 | FQSR, LLC (dba KBP Foods)              | 13785 Thirteen Mile Road     | Warren           | MI | 48088 | 913/428-3636 |      |
| L470013 | K.F.C. Take Home of Centerline, Inc.   | 23450 Van Dyke               | Warren           | MI | 48089 | 248/353-7600 |      |
| L470092 | Hoover Associates Corp.                | 27003 Hoover Road            | Warren           | MI | 48093 | 248/353-7600 |      |
| G135359 | FQSR, LLC (dba KBP Foods)              | 4790 Dixie Hwy               | Waterford        | MI | 48329 | 913/428-3636 |      |
| K580003 | Lucky Dining, Inc.                     | 4820 Highland Road           | Waterford        | MI | 48328 | 810/632-5040 |      |
| K580001 | Lucky Dining, Inc.                     | 7750 Cooley Lake Road        | Waterford        | MI | 48327 | 810/632-5040 |      |
| 003881  | Bells and Birds, Inc.                  | 2995 Cook Road               | West Branch      | MI | 48661 | 989/422-3534 | **** |
| G135371 | FQSR, LLC (dba KBP Foods)              | 2339 S Wayne Rd              | Westland         | MI | 48186 | 913/428-3636 |      |
| L470017 | Shirley Vangeloff                      | 34015 Ford Road              | Westland         | MI | 48185 | 248/353-7600 |      |
| K580010 | Lucky Dining, Inc.                     | 9689 E M36                   | Whitmore Lake    | MI | 48189 | 810/632-5040 |      |
| K580007 | Lucky Dining, Inc.                     | 49714 Grand River Avenue     | Wixom            | MI | 48393 | 810/632-5040 |      |
| L470006 | K.F.C. Take Home of Trenton, Inc.      | 16177 West Road              | Woodhaven        | MI | 48183 | 248/353-7600 |      |
| K980129 | Fitzpatrick Acquisitions, L.L.C.       | 2510 56th Street, S.W.       | Wyoming          | MI | 49418 | 989/356-3048 |      |
| K980084 | Fitzpatrick Acquisitions, L.L.C.       | 1516 28th Street, S.W.       | Wyoming          | MI | 49509 | 989/356-3048 |      |
| K273023 | PAK Management of Michigan, Inc.       | 39 E. Michigan Avenue        | Ypsilanti        | MI | 48198 | 718/721-2500 |      |
| C750055 | Argonaut Minnesota Ventures, Inc.      | 2221 E. Main Street          | Albert Lea       | MN | 56007 | 541/273-4639 |      |
| C750104 | Argonaut Minnesota Ventures, Inc.      | 4515 Highway 29 South        | Alexandria       | MN | 56308 | 541/273-4639 |      |
| C750031 | Argonaut Minnesota Ventures, Inc.      | 711 West Main Street         | Anoka            | MN | 55303 | 541/273-4639 |      |
| C750071 | Argonaut Minnesota Ventures, Inc.      | 7641 150th Street W.         | Apple Valley     | MN | 55124 | 541/273-4639 |      |
| C029076 | Franchise Management Investors US, LLC | 1401 18th Ave NW             | Austin           | MN | 55912 | 506/323-1878 |      |
| C750117 | Argonaut Minnesota Ventures, Inc.      | 14430 Dellwood Drive         | Baxter           | MN | 56425 | 541/273-4639 |      |
| C750116 | Argonaut Minnesota Ventures, Inc.      | 1210 Paul Bunyan Drive, N.W. | Bemidji          | MN | 56601 | 541/273-4639 |      |
| L665008 | William E. Morrow and Angela E. Morrow | 11749 Ulysses Street NE      | Blaine           | MN | 55434 | 763/422-9680 |      |
| C750147 | Argonaut Minnesota Ventures, Inc.      | 8500 Xylon Ave. North        | Brooklyn Park    | MN | 55445 | 541/273-4639 |      |
| C009001 | Saunders Foods, Inc.                   | 1123 Hwy. 25 North           | Buffalo          | MN | 55313 | 651/231-0101 |      |
| C750077 | Argonaut Minnesota Ventures, Inc.      | 14150 County Road 5          | Burnsville       | MN | 55337 | 541/273-4639 |      |
| C750076 | Argonaut Minnesota Ventures, Inc.      | 5060 Central Avenue, NE      | Columbia Heights | MN | 55421 | 541/273-4639 |      |
| C750072 | Argonaut Minnesota Ventures, Inc.      | 8770 University Avenue, N.W. | Coon Rapids      | MN | 55448 | 541/273-4639 |      |
| C750107 | Argonaut Minnesota Ventures, Inc.      | 1335 U.S. Highway 10         | Detroit Lakes    | MN | 56501 | 541/273-4639 |      |
| C750124 | Argonaut Minnesota Ventures, Inc.      | 415 Central Avenue North     | Duluth           | MN | 55807 | 541/273-4639 |      |
| C750022 | Argonaut Minnesota Ventures, Inc.      | 1287 Town Centre Drive       | Eagan            | MN | 55123 | 541/273-4639 |      |
| C750132 | Argonaut Minnesota Ventures, Inc.      | 1410 West Highway 60         | Faribault        | MN | 55021 | 541/273-4639 |      |
| C750121 | Argonaut Minnesota Ventures, Inc.      | 1308 Pokegama Avenue, South  | Grand Rapids     | MN | 55744 | 541/273-4639 |      |
| C750129 | Argonaut Minnesota Ventures, Inc.      | 10755 165th Street West      | Lakeville        | MN | 55044 | 541/273-4639 |      |
| C750118 | Argonaut Minnesota Ventures, Inc.      | 1600 First Avenue Northeast  | Little Falls     | MN | 56345 | 541/273-4639 |      |
| C750113 | Argonaut Minnesota Ventures, Inc.      | 1110 Madison Avenue          | Mankato          | MN | 56001 | 541/273-4639 |      |
| C750034 | Argonaut Minnesota Ventures, Inc.      | 701 Pine Street              | Monticello       | MN | 55362 | 541/273-4639 |      |

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| C750091 | Argonaut Minnesota Ventures, Inc.      | 719 Main Avenue             | Moorhead          | MN | 56560 | 541/273-4639 |      |
| C750152 | Argonaut Minnesota Ventures, Inc.      | 5496 St Croix Trail         | North Branch      | MN | 55056 | 541/273-4639 |      |
| C750074 | Argonaut Minnesota Ventures, Inc.      | 7037 10th Street, North     | Oakdale           | MN | 55128 | 541/273-4639 |      |
| K215001 | Robert J. Kremer                       | 1280 Hillside               | Pine City         | MN | 55063 | 320/279-1956 |      |
| C750187 | Argonaut Minnesota Ventures, Inc.      | 1510 2nd Street, S.W.       | Rochester         | MN | 55902 | 541/273-4639 |      |
| C750186 | Argonaut Minnesota Ventures, Inc.      | 717 12th Street, South East | Rochester         | MN | 55904 | 541/273-4639 |      |
| K760002 | Steven Saunders                        | 2087 North Snelling         | Roseville         | MN | 55113 | 651/631-8133 |      |
| C750073 | Argonaut Minnesota Ventures, Inc.      | 1560 Robert Street, South   | Saint Paul        | MN | 55118 | 541/273-4639 |      |
| C750090 | Argonaut Minnesota Ventures, Inc.      | 837 1st Ave. East           | Shakopee          | MN | 55379 | 541/273-4639 |      |
| C750075 | Argonaut Minnesota Ventures, Inc.      | 930 E. County Road E        | Vadnais Heights   | MN | 55127 | 541/273-4639 |      |
| C750120 | Argonaut Minnesota Ventures, Inc.      | 12th Avenue And Highway 53  | Virginia          | MN | 55792 | 541/273-4639 |      |
| D950003 | Colonel's Take Home, Inc.              | 1004 Second Street South    | Waite Park        | MN | 56387 | 320/251-4589 |      |
| C750092 | Argonaut Minnesota Ventures, Inc.      | 933 South First Street      | Willmar           | MN | 56201 | 541/273-4639 |      |
| C750148 | Argonaut Minnesota Ventures, Inc.      | 1558 Service Drive          | Winona            | MN | 55987 | 541/273-4639 |      |
| C750018 | Argonaut Minnesota Ventures, Inc.      | 1720 N. Humiston Avenue     | Worthington       | MN | 56187 | 541/273-4639 |      |
| G135840 | FQSR, LLC (dba KBP Foods)              | 1436 Jeffco Boulevard       | Arnold            | MO | 63010 | 913/428-3636 |      |
| G135254 | FQSR, LLC (dba KBP Foods)              | 8400 Clint Drive            | Belton            | MO | 64012 | 913/428-3636 |      |
| G135014 | FQSR, LLC (dba KBP Foods)              | 1236 NW Woods Chapel Road   | Blue Springs      | MO | 64015 | 913/428-3636 | **** |
| G135009 | FQSR, LLC (dba KBP Foods)              | 211 Highway 7 South         | Blue Springs      | MO | 64014 | 913/428-3636 |      |
| C029074 | Franchise Management Investors US, LLC | 502 Branson Hills Parkway   | Branson           | MO | 65616 | 506/323-1878 |      |
| G135263 | FQSR, LLC (dba KBP Foods)              | 708 Baldwin                 | Cameron           | MO | 64429 | 913/428-3636 | **** |
| J718269 | JRN, Inc.                              | 2101 William Street         | Cape Girardeau    | MO | 63703 | 931/490-4765 |      |
| K071295 | Mitra Midwest Operations, LLC          | 2625 Grand Avenue           | Carthage          | MO | 64836 | 214/440-4144 |      |
| G135253 | FQSR, LLC (dba KBP Foods)              | 3212 Clark Lane             | Columbia          | MO | 65202 | 913/428-3636 |      |
| G135252 | FQSR, LLC (dba KBP Foods)              | 2004 West Worley            | Columbia          | MO | 65203 | 913/428-3636 |      |
| E215001 | EAB Ventures, LLC, KFC De Soto Series  | 12961 State Highway 21      | De Soto           | MO | 63020 | 636/337-9119 |      |
| C026001 | Robert L. Atwell and Sandra K. Atwell  | 1501 S Business 54          | Eldon             | MO | 65026 | 573/392-3555 | **** |
| G135262 | FQSR, LLC (dba KBP Foods)              | 1744 West Jesse James Road  | Excelsior Springs | MO | 64024 | 913/428-3636 | **** |
| J625183 | Ampex Brands of St. Louis, Inc.        | 627 WalMart Drive           | Farmington        | MO | 63640 | 469/917-3800 |      |
| J625210 | Ampex Brands of St. Louis 2, Inc.      | 641 Gravois Road            | Fenton            | MO | 63026 | 469/917-3800 |      |
| C768001 | EAB Ventures, LLC, KFC Festus Series   | 1199 Shapiro Road           | Festus            | MO | 63028 | 636/933-9397 |      |
| J625184 | Ampex Brands of St. Louis, Inc.        | 24 Woodlawn Dr.             | Flat River        | MO | 63601 | 469/917-3800 |      |
| G135836 | FQSR, LLC (dba KBP Foods)              | 2450 North Highway 67       | Florissant        | MO | 63033 | 913/428-3636 |      |
| J625280 | Ampex Brands of St. Louis 3, Inc.      | 217 S US-54 Bus             | Fulton            | MO | 65251 | 469/917-3800 |      |
| G135389 | FQSR, LLC (dba KBP Foods)              | 5813 Antioch Road           | Gladstone         | MO | 64119 | 913/428-3636 |      |
| G135259 | FQSR, LLC (dba KBP Foods)              | 11920 Blue Ridge Extension  | Grandview         | MO | 64030 | 913/428-3636 |      |
| G135782 | FQSR, LLC (dba KBP Foods)              | 229 Highway 61              | Hannibal          | MO | 63401 | 913/428-3636 |      |
| G135243 | FQSR, LLC (dba KBP Foods)              | 1606 Highway 291 North      | Harrisonville     | MO | 64701 | 913/428-3636 |      |
| G135012 | FQSR, LLC (dba KBP Foods)              | 4210 S Noland Rd            | Independence      | MO | 64055 | 913/428-3636 | **** |
| G135386 | FQSR, LLC (dba KBP Foods)              | 17837 East 24 Highway       | Independence      | MO | 64056 | 913/428-3636 |      |
| G135387 | FQSR, LLC (dba KBP Foods)              | 1340 S. Noland Rd.          | Independence      | MO | 64055 | 913/428-3636 |      |
| G135607 | FQSR, LLC (dba KBP Foods)              | 1209 Missouri Blvd.         | Jefferson City    | MO | 65109 | 913/428-3636 |      |
| C029073 | Franchise Management Investors US, LLC | 2601 West 7th St.           | Joplin            | MO | 64801 | 506/323-1878 |      |
| G135260 | FQSR, LLC (dba KBP Foods)              | 755 Northwest Barry Road    | Kansas City       | MO | 64155 | 913/428-3636 |      |

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| G135010 | FQSR, LLC (dba KBP Foods)              | 4700 Troost Ave.               | Kansas City   | MO | 64110 | 913/428-3636 |      |
| G135022 | FQSR, LLC (dba KBP Foods)              | 3014 Independence Ave.         | Kansas City   | MO | 64124 | 913/428-3636 |      |
| G135388 | FQSR, LLC (dba KBP Foods)              | 9551 NE 83rd Ter               | Kansas City   | MO | 64158 | 913/428-3636 |      |
| G135008 | FQSR, LLC (dba KBP Foods)              | 6607 Prospect Ave              | Kansas City   | MO | 64132 | 913/428-3636 | **** |
| L518010 | Tasty Chick'n Midwest, LLC             | 415 Independence Drive         | Kennett       | MO | 63857 | 310/943-4997 |      |
| C029072 | Franchise Management Investors US, LLC | 2401 N. Baltimore Street       | Kirksville    | MO | 63501 | 506/323-1878 |      |
| K071025 | Mitra Midwest Operations, LLC          | 300 South Jefferson            | Lebanon       | MO | 65536 | 214/440-4144 |      |
| G135258 | FQSR, LLC (dba KBP Foods)              | 300 Rice Road                  | Lees Summit   | MO | 64086 | 913/428-3636 |      |
| L518009 | Tasty Chick'n Midwest, LLC             | 1000 Highway 25 North          | Malden        | MO | 63863 | 310/943-4997 |      |
| J625186 | Ampex Brands of St. Louis, Inc.        | 101 S. Weidman Rd.             | Manchester    | MO | 63021 | 469/917-3800 |      |
| K071004 | Mitra Midwest Operations, LLC          | 202 E. Mitchell Street         | Marshall      | MO | 65340 | 214/440-4144 | **   |
| K071026 | Mitra Midwest Operations, LLC          | 1251 Banning Street            | Marshfield    | MO | 65706 | 214/440-4144 |      |
| G135654 | FQSR, LLC (dba KBP Foods)              | 1622 South Main                | Maryville     | MO | 64468 | 913/428-3636 |      |
| J625277 | Ampex Brands of St. Louis 2, Inc.      | 302 W Jackson St               | Mexico        | MO | 65265 | 469/917-3800 |      |
| G135756 | FQSR, LLC (dba KBP Foods)              | 533 E 24 Highway               | Moberly       | MO | 65270 | 913/428-3636 |      |
| K071030 | Mitra Midwest Operations, LLC          | 1101 E. Mount Vernon Boulevard | Mount Vernon  | MO | 65712 | 214/440-4144 | **   |
| K071032 | Mitra Midwest Operations, LLC          | 3075 Gardner-Edgewood Drive    | Neosho        | MO | 64850 | 214/440-4144 |      |
| G135261 | FQSR, LLC (dba KBP Foods)              | 201 SE 4th Street              | Oak Grove     | MO | 64075 | 913/428-3636 | **** |
| G135844 | FQSR, LLC (dba KBP Foods)              | 8716 Veterans Memorial Parkway | O'Fallon      | MO | 63366 | 913/428-3636 |      |
| K071005 | Mitra Midwest Operations, LLC          | 1693 West Jackson              | Ozark         | MO | 65721 | 214/440-4144 | **   |
| J625207 | Ampex Brands of St. Louis 2, Inc.      | 1922 West Osage St.            | Pacific       | MO | 63069 | 469/917-3800 |      |
| L518003 | Tasty Chick'n Midwest, LLC             | 1212 S. Perryville Blvd.       | Perryville    | MO | 63775 | 310/943-4997 |      |
| L518008 | Tasty Chick'n Midwest, LLC             | 1211 North Westwood Boulevard  | Poplar Bluff  | MO | 63901 | 310/943-4997 |      |
| J625276 | Ampex Brands of St. Louis 3, Inc.      | 375 East High Street           | Potosi        | MO | 63664 | 469/917-3800 |      |
| G135011 | FQSR, LLC (dba KBP Foods)              | 9924 Highway 350 East          | Raytown       | MO | 64133 | 913/428-3636 |      |
| G135863 | FQSR, LLC (dba KBP Foods)              | 806 Slumber Lane               | Richmond      | MO | 64085 | 913/428-3636 | **** |
| J568001 | BK Foods LLC                           | 174 Johnstown Drive            | Rogersville   | MO | 65742 | 417/543-2027 | **** |
| J568002 | BK Foods LLC                           | 1001 Strobach Street           | Rolla         | MO | 65401 | 417/543-2027 |      |
| G135846 | FQSR, LLC (dba KBP Foods)              | 1699 Jungerman Road            | Saint Charles | MO | 63304 | 913/428-3636 |      |
| G135968 | FQSR, LLC (dba KBP Foods)              | 5332 North Belt Highway        | Saint Joseph  | MO | 64506 | 913/428-3636 |      |
| G135967 | FQSR, LLC (dba KBP Foods)              | 813 S. Belt Highway            | Saint Joseph  | MO | 64507 | 913/428-3636 |      |
| G135864 | FQSR, LLC (dba KBP Foods)              | 8933 Jennings Station Road     | Saint Louis   | MO | 63136 | 913/428-3636 |      |
| G135841 | FQSR, LLC (dba KBP Foods)              | 4071 Union Road                | Saint Louis   | MO | 63129 | 913/428-3636 |      |
| J625148 | Ampex Brands of St. Louis, Inc.        | 5020 Delmar                    | Saint Louis   | MO | 63108 | 469/917-3800 |      |
| J625149 | Ampex Brands of St. Louis, Inc.        | 10557 Page                     | Saint Louis   | MO | 63132 | 469/917-3800 |      |
| J625146 | Ampex Brands of St. Louis, Inc.        | 3517 South Grand               | Saint Louis   | MO | 63118 | 469/917-3800 |      |
| J625208 | Ampex Brands of St. Louis 2, Inc.      | 7500 Big Bend Boulevard        | Saint Louis   | MO | 63119 | 469/917-3800 |      |
| J625278 | Ampex Brands of St. Louis 3, Inc.      | 231 North Tucker Boulevard     | Saint Louis   | MO | 63103 | 469/917-3800 |      |
| G135843 | FQSR, LLC (dba KBP Foods)              | 4118 Mexico Road               | Saint Peters  | MO | 63376 | 913/428-3636 |      |
| F485004 | Lorna Mundwiller                       | 704 S. Main                    | Salem         | MO | 65560 | 573/647-0250 | **** |
| G135969 | FQSR, LLC (dba KBP Foods)              | 1513 South Limit Avenue        | Sedalia       | MO | 65301 | 913/428-3636 |      |
| K071008 | Mitra Midwest Operations, LLC          | 1808 W. Battlefield Street     | Springfield   | MO | 65807 | 214/440-4144 |      |
| K071009 | Mitra Midwest Operations, LLC          | 726 W. Kearney Street          | Springfield   | MO | 65803 | 214/440-4144 |      |
| K071011 | Mitra Midwest Operations, LLC          | 2237 E. Sunshine Street        | Springfield   | MO | 65804 | 214/440-4144 |      |

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| K071306 | Mitra Midwest Operations, LLC          | 215 East Sunshine Street                 | Springfield   | MO | 65807 | 214/440-4144 |      |
| K071022 | Mitra Midwest Operations, LLC          | 240 West Bypass North                    | Springfield   | MO | 65802 | 214/440-4144 | **   |
| J625206 | Ampex Brands of St. Louis 2, Inc.      | 336 E South Service Road                 | Sullivan      | MO | 63080 | 469/917-3800 |      |
| G135783 | FQSR, LLC (dba KBP Foods)              | 198 East HWY 47                          | Troy          | MO | 63379 | 913/428-3636 |      |
| J625205 | Ampex Brands of St. Louis 2, Inc.      | 800 Washington Square Shopping Center    | Washington    | MO | 63090 | 469/917-3800 |      |
| K071018 | Mitra Midwest Operations, LLC          | 1731 S. Madison Street                   | Webb City     | MO | 64870 | 214/440-4144 |      |
| G135845 | FQSR, LLC (dba KBP Foods)              | 718 West Pearce Boulevard                | Wentzville    | MO | 63385 | 913/428-3636 |      |
| L518090 | Tasty Chick'n Midwest, LLC             | 1301 Southern Hills Center               | West Plains   | MO | 65775 | 310/943-4997 |      |
| L775057 | West Quality Food Service, Inc.        | 904 Highway 278 East                     | Amory         | MS | 38821 | 601/649-2522 |      |
| L775014 | West Quality Food Service, Inc.        | 690 Highway 6, E.                        | Batesville    | MS | 38606 | 601/649-2522 |      |
| L775084 | West Quality Food Service, Inc.        | 947 Cedar Lake Road                      | Biloxi        | MS | 39532 | 601/649-2522 |      |
| L775033 | West Quality Food Service, Inc.        | 513 Highway 145                          | Booneville    | MS | 38829 | 601/649-2522 |      |
| C029008 | Franchise Management Investors US, LLC | 1701 West Government                     | Brandon       | MS | 39042 | 506/323-1878 |      |
| L775103 | West Quality Food Service, Inc.        | 764 Brookway Blvd                        | Brookhaven    | MS | 39601 | 601/649-2522 |      |
| C029014 | Franchise Management Investors US, LLC | 100 Byram Parkway                        | Byram         | MS | 39272 | 506/323-1878 |      |
| C029011 | Franchise Management Investors US, LLC | 1548 Peace Street                        | Canton        | MS | 39046 | 506/323-1878 |      |
| L775013 | West Quality Food Service, Inc.        | 125 Highway 16, W.                       | Carthage      | MS | 39051 | 601/649-2522 |      |
| L775024 | West Quality Food Service, Inc.        | 334 S. State Street                      | Clarksdale    | MS | 38614 | 601/649-2522 |      |
| L518045 | Tasty Chick'n Southeast, LLC           | 205 S. Davis Avenue, U.S. Highway 61, S. | Cleveland     | MS | 38732 | 310/943-4997 |      |
| C029004 | Franchise Management Investors US, LLC | 442 Highway 80                           | Clinton       | MS | 39056 | 506/323-1878 |      |
| L775045 | West Quality Food Service, Inc.        | 787 U.S. Highway 98 Bypass               | Columbia      | MS | 39429 | 601/649-2522 |      |
| J310009 | Jack Marshall Foods, Inc.              | 208 Alabama Street                       | Columbus      | MS | 39702 | 205/553-8621 |      |
| J310065 | Jack Marshall Foods, Inc.              | 2224 Highway 45 North                    | Columbus      | MS | 39705 | 205/553-8621 |      |
| J310048 | Jack Marshall Foods, Inc.              | 1209 Highway 72, East                    | Corinth       | MS | 38834 | 205/553-8621 |      |
| L775052 | West Quality Food Service, Inc.        | 631 Hill Street                          | Ellisville    | MS | 39437 | 601/649-2522 |      |
| C029013 | Franchise Management Investors US, LLC | 203 Ridge Way                            | Flowood       | MS | 39232 | 506/323-1878 |      |
| L775099 | West Quality Food Service, Inc.        | 1206 Highway 35 South                    | Forest        | MS | 39074 | 601/649-2522 |      |
| L518047 | Tasty Chick'n Southeast, LLC           | 413 Interchange Drive                    | Fulton        | MS | 38843 | 310/943-4997 |      |
| L775047 | West Quality Food Service, Inc.        | 2600 U.S. Highway 90                     | Gautier       | MS | 39553 | 601/649-2522 |      |
| L775026 | West Quality Food Service, Inc.        | 1923 Highway 82 East                     | Greenville    | MS | 38703 | 601/649-2522 |      |
| L775031 | West Quality Food Service, Inc.        | 801 West Park Avenue                     | Greenwood     | MS | 38930 | 601/649-2522 |      |
| F810003 | Fred L. Ruth, Sr.                      | 699 Sunset Drive                         | Grenada       | MS | 38901 | 662/226-4686 |      |
| L775050 | West Quality Food Service, Inc.        | 817 Cowan Road                           | Gulfport      | MS | 39507 | 601/649-2522 |      |
| L775083 | West Quality Food Service, Inc.        | 12208 Highway 49                         | Gulfport      | MS | 39503 | 601/649-2522 |      |
| L775100 | West Quality Food Service, Inc.        | 5330 Old Highway 11                      | Hattiesburg   | MS | 39402 | 601/649-2522 |      |
| L775072 | West Quality Food Service, Inc.        | 605 Broadway                             | Hattiesburg   | MS | 39401 | 601/649-2522 |      |
| L775055 | West Quality Food Service, Inc.        | 28073 Highway 28                         | Hazlehurst    | MS | 39083 | 601/649-2522 | **** |
| L775094 | West Quality Food Service, Inc.        | 2620 McIngvale Road                      | Hernando      | MS | 38632 | 601/649-2522 |      |
| L775087 | West Quality Food Service, Inc.        | 620 Highway 7                            | Holly Springs | MS | 38635 | 601/649-2522 | **** |
| L775061 | West Quality Food Service, Inc.        | 1005 Goodman Road                        | Horn Lake     | MS | 38637 | 601/649-2522 |      |
| L518046 | Tasty Chick'n Southeast, LLC           | 450 N. Jackson                           | Houston       | MS | 38851 | 310/943-4997 |      |
| C412001 | R & J Foods, LLC                       | 1014 Highway 82                          | Indianola     | MS | 38751 | 662/839-2744 | **** |
| C029007 | Franchise Management Investors US, LLC | 3198 West Northside Drive                | Jackson       | MS | 39213 | 506/323-1878 |      |
| C029015 | Franchise Management Investors US, LLC | 220 W. Woodrow Wilson Avenue             | Jackson       | MS | 39213 | 506/323-1878 |      |

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| C029003 | Franchise Management Investors US, LLC        | 3296 Highway 80 West                        | Jackson      | MS | 39204 | 506/323-1878 |      |
| L775098 | West Quality Food Service, Inc.               | 44 Veterans Memorial Drive                  | Kosciusko    | MS | 39090 | 601/649-2522 | **** |
| L775042 | West Quality Food Service, Inc.               | 715 North 16th Avenue                       | Laurel       | MS | 39440 | 601/649-2522 |      |
| L775096 | West Quality Food Service, Inc.               | 958 W. Main Street                          | Louisville   | MS | 39339 | 601/649-2522 | **** |
| L775101 | West Quality Food Service, Inc.               | 236 KFC Road                                | Macon        | MS | 39341 | 601/649-2522 | **** |
| C029010 | Franchise Management Investors US, LLC        | 225 Pinola Drive                            | Magee        | MS | 39111 | 506/323-1878 |      |
| L775043 | West Quality Food Service, Inc.               | 123 Presley Boulevard                       | McComb       | MS | 39648 | 601/649-2522 |      |
| L775064 | West Quality Food Service, Inc.               | 1804 North Frontage Road                    | Meridian     | MS | 39301 | 601/649-2522 |      |
| L775066 | West Quality Food Service, Inc.               | 2437 North Hills Street                     | Meridian     | MS | 39305 | 601/649-2522 |      |
| C029002 | Franchise Management Investors US, LLC        | 24 Sargent Prentiss                         | Natchez      | MS | 39120 | 506/323-1878 |      |
| L775027 | West Quality Food Service, Inc.               | 112 Park Plaza                              | New Albany   | MS | 38652 | 601/649-2522 |      |
| L775068 | West Quality Food Service, Inc.               | 289 East Side Drive                         | Newton       | MS | 39345 | 601/649-2522 | **** |
| L775067 | West Quality Food Service, Inc.               | 7301 Hacks Cross Road                       | Olive Branch | MS | 38654 | 601/649-2522 |      |
| L775046 | West Quality Food Service, Inc.               | 3957 Denny Avenue                           | Pascagoula   | MS | 39581 | 601/649-2522 |      |
| L775011 | West Quality Food Service, Inc.               | 229 West Beacon Street                      | Philadelphia | MS | 39350 | 601/649-2522 |      |
| L775095 | West Quality Food Service, Inc.               | 321 Highway 15 North                        | Pontotoc     | MS | 38863 | 601/649-2522 |      |
| C029005 | Franchise Management Investors US, LLC        | 1068 County Line Road                       | Ridgeland    | MS | 39157 | 506/323-1878 |      |
| L775056 | West Quality Food Service, Inc.               | 497 City Avenue                             | Ripley       | MS | 38663 | 601/649-2522 | **** |
| L775019 | West Quality Food Service, Inc.               | E. Main Street                              | Senatobia    | MS | 38668 | 601/649-2522 |      |
| D534001 | Michael J. Broussard and Stephen B. Broussard | 127A Highway 12, West                       | Starkville   | MS | 39759 | 662/323-1944 |      |
| L518042 | Tasty Chick'n Southeast, LLC                  | 903 South Gloster Street                    | Tupelo       | MS | 38801 | 662/843-8192 |      |
| L518043 | Tasty Chick'n Southeast, LLC                  | 508 North Gloster Street                    | Tupelo       | MS | 38804 | 310/943-4997 |      |
| L518044 | Tasty Chick'n Southeast, LLC                  | 2602 West Main Street                       | Tupelo       | MS | 38801 | 310/943-4997 |      |
| E645004 | Hannon's Food Service of Vicksburg, Inc.      | 2915 Clay Street                            | Vicksburg    | MS | 39183 | 601/638-2115 |      |
| E645009 | Hannon's Food Service of Vicksburg, Inc.      | 2730 South Frontage Road                    | Vicksburg    | MS | 39180 | 601/638-2115 |      |
| L775041 | West Quality Food Service, Inc.               | 700 1/2 Mississippi Drive                   | Waynesboro   | MS | 39367 | 601/649-2522 | **** |
| C029009 | Franchise Management Investors US, LLC        | 1703 N. Jerry Clower Boulevard              | Yazoo City   | MS | 39194 | 506/323-1878 |      |
| E513001 | Braydon Enterprises, Inc.                     | 1550 North 19th                             | Bozeman      | MT | 59715 | 406/587-0716 | *    |
| C750171 | Argonaut Food Partners, LLC                   | 3099 Harrison Avenue                        | Butte        | MT | 59701 | 541/273-4639 | *    |
| C750170 | Argonaut Food Partners, LLC                   | 317 Central Ave W                           | Great Falls  | MT | 59404 | 541/273-4639 | *    |
| C750172 | Argonaut Food Partners, LLC                   | 1345 N 1st St                               | Hamilton     | MT | 59840 | 541/273-4639 | *    |
| C750173 | Argonaut Food Partners, LLC                   | 60 North Main                               | Kalispell    | MT | 59901 | 541/273-4639 | *    |
| C750169 | Argonaut Food Partners, LLC                   | 3306 Brooks Street                          | Missoula     | MT | 59801 | 541/273-4639 | *    |
| E514001 | C & M Fast Food, L.L.C.                       | 1 Commercial Way                            | Whitehall    | MT | 59759 | 406/491-9988 | *    |
| J970005 | Laurinburg KFC Take Home, Inc.                | 1704 N. Sandhills Blvd.                     | Aberdeen     | NC | 28315 | 910/276-6740 |      |
| G135208 | FQSR, LLC (dba KBP Foods)                     | 1500-10 E. Memorial Drive                   | Ahoskie      | NC | 27910 | 913/428-3636 | **** |
| E320015 | Fulenwider Enterprises, Inc.                  | 646 Highway 24/27                           | Albemarle    | NC | 28001 | 786/845-6402 |      |
| J120103 | Luihn VantEdge Partners, LLC                  | 1403 West Williams Blvd                     | Apex         | NC | 27523 | 919/850-0558 |      |
| G135938 | FQSR, LLC (dba KBP Foods)                     | 601 E. Dixie Drive                          | Asheboro     | NC | 27203 | 913/428-3636 |      |
| J718084 | JRN, Inc.                                     | 1030 Patton Avenue                          | Asheville    | NC | 28806 | 931/490-4765 |      |
| J718112 | JRN, Inc.                                     | 800 Fairview Road, River Ridge Market Place | Asheville    | NC | 28803 | 931/490-4765 |      |
| J718212 | JRN, Inc.                                     | 1860 Hendersonville Road                    | Asheville    | NC | 28803 | 931/490-4765 |      |
| G135960 | FQSR, LLC (dba KBP Foods)                     | 6813 E. Wilkinson Boulevard                 | Belmont      | NC | 28012 | 913/428-3636 |      |
| O29411  | Luihn VantEdge Partners, LLC                  | 12340 State Highway 210                     | Benson       | NC | 27504 | 919/850-0558 | **** |

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| G135964 | FQSR, LLC (dba KBP Foods)                          | 219 South Main St.              | Boiling Springs | NC | 28017 | 913/428-3636 | **** |
| E320011 | Fulenwider Enterprises, Inc.                       | 1668 Blowing Rock Road          | Boone           | NC | 28607 | 786/845-6402 |      |
| H667007 | Paris & Potter Management of Eastern Carolina, LLC | 502 State Highway 53, E.        | Burgaw          | NC | 28425 | 910/323-2211 |      |
| G135185 | FQSR, LLC (dba KBP Foods)                          | 665 Huffman Mill Road           | Burlington      | NC | 27215 | 913/428-3636 |      |
| G135186 | FQSR, LLC (dba KBP Foods)                          | 1820 N. Church Street           | Burlington      | NC | 27217 | 913/428-3636 |      |
| G135184 | FQSR, LLC (dba KBP Foods)                          | 2304 Maple Avenue               | Burlington      | NC | 27215 | 913/428-3636 |      |
| H667025 | Paris & Potter Management Corporation              | 895 NC Highway 24-87            | Cameron         | NC | 28326 | 910/323-2211 |      |
| E320030 | Fulenwider Enterprises, Inc.                       | 24 New Clyde Highway            | Canton          | NC | 28716 | 786/845-6402 |      |
| O29483  | Luihn VantEdge Partners, LLC                       | 1011 N Harrison Ave             | Cary            | NC | 27513 | 919/850-0558 | **** |
| E320058 | Phoenix Taco, L.L.C.                               | 6424 Albemarle Rd               | Charlotte       | NC | 28212 | 786/845-6402 | **** |
| E320060 | Phoenix Taco, L.L.C.                               | 321 East Woodlawn Road          | Charlotte       | NC | 28217 | 786/845-6402 |      |
| E320061 | Phoenix Taco, L.L.C.                               | 5032 Sunset Rd                  | Charlotte       | NC | 28269 | 786/845-6402 |      |
| E320100 | Phoenix Taco, L.L.C.                               | 1045 W Sugar Creek Road         | Charlotte       | NC | 28213 | 786/845-6402 |      |
| E320068 | Phoenix Taco, L.L.C.                               | 2639 Freedom Drive              | Charlotte       | NC | 28208 | 786/845-6402 |      |
| E320067 | Phoenix Taco, L.L.C.                               | 2834 Boyer Street               | Charlotte       | NC | 28208 | 786/845-6402 | **** |
| E320066 | Phoenix Taco, L.L.C.                               | 5540 University Pointe Blvd     | Charlotte       | NC | 28262 | 786/845-6402 | **** |
| E320062 | Phoenix Taco, L.L.C.                               | 6320 West Sugar Creek Road      | Charlotte       | NC | 28269 | 786/845-6402 |      |
| E320063 | Phoenix Taco, L.L.C.                               | 9010 South Tryon Street         | Charlotte       | NC | 28273 | 786/845-6402 |      |
| E320057 | Phoenix Taco, L.L.C.                               | 1101 N Wendover Rd              | Charlotte       | NC | 28211 | 786/845-6402 |      |
| E320044 | Fulenwider Enterprises, Inc.                       | 1101 East Church Street         | Cherryville     | NC | 28021 | 786/845-6402 |      |
| G135196 | FQSR, LLC (dba KBP Foods)                          | 2390 Lewisville Clemmons Rd     | Clemmons        | NC | 27012 | 913/428-3636 |      |
| H667010 | Paris & Potter Management Corporation              | 1112 Sunset Avenue              | Clinton         | NC | 28328 | 910/323-2211 |      |
| J718171 | JRN, Inc.  | 258 Concord Parkway, So.        | Concord         | NC | 28027 | 931/490-4765 | **** |
| J718235 | JRN, Inc.  | 7751 Gateway Lane               | Concord         | NC | 28027 | 931/490-4765 | **** |
| O29402  | Luihn VantEdge Partners, LLC                       | 1544 Highway 56                 | Creedmoor       | NC | 27522 | 919/850-0558 | **** |
| J970024 | Laurinburg KFC Take Home, Inc.                     | 1003 Dallas-Cherryville Highway | Dallas          | NC | 28034 | 910/276-6740 |      |
| E320033 | Fulenwider Enterprises, Inc.                       | 6159 Hwy 16 South               | Denver          | NC | 28037 | 786/845-6402 | **** |
| H667009 | Paris & Potter Management Corporation              | 1192 W. Broad Street            | Dunn            | NC | 28334 | 910/323-2211 |      |
| O29412  | Luihn VantEdge Partners, LLC                       | 1110 W. NC 54                   | Durham          | NC | 27707 | 919/850-0558 | **** |
| J120121 | Luihn VantEdge Partners, LLC                       | 1804 South Miami Blvd.          | Durham          | NC | 27703 | 919/850-0558 |      |
| J120096 | Luihn VantEdge Partners, LLC                       | 511 Horton Rd.                  | Durham          | NC | 27704 | 919/850-0558 |      |
| J120101 | Luihn VantEdge Partners, LLC                       | 806 Fayetteville Street         | Durham          | NC | 27701 | 919/850-0558 |      |
| O29406  | Luihn VantEdge Partners, LLC                       | 3570 Hillsborough Rd            | Durham          | NC | 27705 | 919/850-0558 | **** |
| G135934 | FQSR, LLC (dba KBP Foods)                          | 123 N. Van Buren Road           | Eden            | NC | 27288 | 913/428-3636 |      |
| G135207 | FQSR, LLC (dba KBP Foods)                          | 116 Hughes Boulevard            | Elizabeth City  | NC | 27909 | 913/428-3636 |      |
| J970017 | Laurinburg KFC Take Home, Inc.                     | 301 S. Poplar Street            | Elizabethtown   | NC | 28337 | 910/276-6740 |      |
| E320148 | AceDeuce 2, LLC                                    | 1485 N. Bridge Street           | Elkin           | NC | 28621 | 786/845-6402 |      |
| H667021 | Paris & Potter Management Corporation              | 2849 Owen Drive                 | Fayetteville    | NC | 28306 | 910/323-2211 |      |
| H667022 | Paris & Potter Management Corporation              | 9505 Cliffdale Road             | Fayetteville    | NC | 28304 | 910/323-2211 |      |
| H667013 | Paris & Potter Management Corporation              | 3613 Ramsey Street              | Fayetteville    | NC | 28311 | 910/323-2211 |      |
| H667012 | Paris & Potter Management Corporation              | 1207 Bragg Boulevard            | Fayetteville    | NC | 28301 | 910/323-2211 |      |
| H667016 | Paris & Potter Management Corporation              | 2500 Hope Mills Road            | Fayetteville    | NC | 28306 | 910/323-2211 |      |
| H667011 | Paris & Potter Management Corporation              | 680 S. Reilly Road              | Fayetteville    | NC | 28314 | 910/323-2211 |      |

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| H667008 | Paris & Potter Management of Eastern Carolina, LLC | 5080 NC Highway 87 South                    | Fayetteville   | NC | 28306 | 910/323-2211 |      |
| H667017 | Paris & Potter Management Corporation              | 5077 Morganton Road                         | Fayetteville   | NC | 28314 | 910/323-2211 |      |
| G135961 | FQSR, LLC (dba KBP Foods)                          | 131 Bethany Church Road                     | Forest City    | NC | 28043 | 913/428-3636 |      |
| H667019 | Paris & Potter Management Corporation              | Intersection of Reilly & Gruber Rd., H-3602 | Fort Liberty   | NC | 28307 | 910/323-2211 |      |
| E320019 | Fulenwider Enterprises, Inc.                       | 441 Holly Springs Plaza                     | Franklin       | NC | 28734 | 786/845-6402 |      |
| J120099 | Luihn VantEdge Partners, LLC                       | 1599 US Highway 70 W                        | Garner         | NC | 27529 | 919/850-0558 |      |
| O29404  | Luihn VantEdge Partners, LLC                       | 5530 North Carolina Highway 42              | Garner         | NC | 27529 | 919/850-0558 | **** |
| J970026 | Laurinburg KFC Take Home, Inc.                     | 1690 Neal Hawkins Road                      | Gastonia       | NC | 28056 | 910/276-6740 |      |
| J970011 | Laurinburg KFC Take Home, Inc.                     | 503 N. New Hope Road & I-85                 | Gastonia       | NC | 28054 | 910/276-6740 |      |
| C748030 | Coastal Plains Restaurants, LLC                    | 700 East Ash Street                         | Goldsboro      | NC | 27530 | 425/486-6336 |      |
| C748033 | Coastal Plains Restaurants, LLC                    | 214 North Berkeley Boulevard                | Goldsboro      | NC | 27534 | 425/486-6336 |      |
| G135205 | FQSR, LLC (dba KBP Foods)                          | 2340 Randleman Road                         | Greensboro     | NC | 27406 | 913/428-3636 |      |
| G135619 | FQSR, LLC (dba KBP Foods)                          | 3818 B W Gate City Blvd.                    | Greensboro     | NC | 27407 | 913/428-3636 |      |
| G135188 | FQSR, LLC (dba KBP Foods)                          | 4623 W. Market Street                       | Greensboro     | NC | 27407 | 913/428-3636 |      |
| G135191 | FQSR, LLC (dba KBP Foods)                          | 2317 Battleground Avenue                    | Greensboro     | NC | 27408 | 913/428-3636 |      |
| G135595 | FQSR, LLC (dba KBP Foods)                          | 3105 Sands Drive                            | Greensboro     | NC | 27405 | 913/428-3636 |      |
| G135190 | FQSR, LLC (dba KBP Foods)                          | 1600 Bessemer                               | Greensboro     | NC | 27405 | 913/428-3636 |      |
| C748035 | Coastal Plains Restaurants, LLC                    | 1998 Stantonsburg Road                      | Greenville     | NC | 27834 | 425/486-6336 |      |
| C748029 | Coastal Plains Restaurants, LLC                    | 600 West Greenville Boulevard               | Greenville     | NC | 27834 | 425/486-6336 |      |
| H667001 | Paris & Potter Management of Eastern Carolina, LLC | 107 Miller Blvd.                            | Havelock       | NC | 28532 | 910/323-2211 |      |
| J120117 | Luihn VantEdge Partners, LLC                       | 1553 Dabney Drive                           | Henderson      | NC | 27536 | 919/850-0558 |      |
| E320016 | Fulenwider Enterprises, Inc.                       | 1903 Four Seasons Boulevard                 | Hendersonville | NC | 28792 | 786/845-6402 |      |
| C570001 | Felker Day, Inc.                                   | 1900 12th Avenue, NE                        | Hickory        | NC | 28601 | 704/864-4340 |      |
| G135193 | FQSR, LLC (dba KBP Foods)                          | 1711 N. Main Street                         | High Point     | NC | 27262 | 913/428-3636 |      |
| G135195 | FQSR, LLC (dba KBP Foods)                          | 2722 S. Main                                | High Point     | NC | 27263 | 913/428-3636 |      |
| C570002 | Felker Day, Inc.                                   | 311 Highway 70 East                         | Hildebran      | NC | 28637 | 704/864-4340 |      |
| O29400  | Luihn VantEdge Partners, LLC                       | 353 S. Churton Street                       | Hillsborough   | NC | 27278 | 919/850-0558 | **** |
| O29354  | Luihn VantEdge Partners, LLC                       | 7108 G. B. Alford Highway                   | Holly Springs  | NC | 27540 | 919/850-0558 | **** |
| E320023 | Fulenwider Enterprises, Inc.                       | 640 Main Street                             | Hudson         | NC | 28638 | 786/845-6402 |      |
| J970028 | Laurinburg KFC Take Home, Inc.                     | 13900 US Highway 74                         | Indian Trail   | NC | 28079 | 910/276-6740 |      |
| C748027 | Coastal Plains Restaurants, LLC                    | 201 Western Boulevard                       | Jacksonville   | NC | 28546 | 425/486-6336 |      |
| C748031 | Coastal Plains Restaurants, LLC                    | 1207 North Marine Boulevard                 | Jacksonville   | NC | 28540 | 425/486-6336 |      |
| J718319 | JRN, Inc.  | 531 S. Cannon Blvd.                         | Kannapolis     | NC | 28083 | 931/490-4765 |      |
| G135198 | FQSR, LLC (dba KBP Foods)                          | 826 S Main St                               | Kernersville   | NC | 27284 | 913/428-3636 |      |
| G135197 | FQSR, LLC (dba KBP Foods)                          | 706 S Main St                               | King           | NC | 27021 | 913/428-3636 |      |
| G135959 | FQSR, LLC (dba KBP Foods)                          | 409 E. King Street                          | Kings Mountain | NC | 28086 | 913/428-3636 |      |
| C748032 | Coastal Plains Restaurants, LLC                    | 1613 West Vernon Avenue                     | Kinston        | NC | 28504 | 425/486-6336 |      |
| J120031 | Luihn VantEdge Partners, LLC                       | 7040 Highway 64, E.                         | Knightdale     | NC | 27545 | 919/850-0558 | **   |
| J970004 | Laurinburg KFC Take Home, Inc.                     | 1513 S. Main                                | Laurinburg     | NC | 28352 | 910/276-6740 |      |
| J970027 | Laurinburg KFC Take Home, Inc.                     | 104 Village Road                            | Leland         | NC | 28451 | 910/276-6740 |      |
| C570008 | Felker Day, Inc.                                   | 428 Blowing Rock Road                       | Lenoir         | NC | 28645 | 704/864-4340 |      |
| D121008 | O INC.   | 1707 Cotton Grove Road                      | Lexington      | NC | 27292 | 980/255-8559 |      |

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| D121001 | O INC.   | 600 S. Main Street          | Lexington      | NC | 27292 | 980/255-8559 |      |
| E320049 | Fulenwider Enterprises, Inc.                       | 1916 East Main Street       | Lincolnton     | NC | 28092 | 786/845-6402 |      |
| E320072 | EM Squared, LLC                                    | 116 Browns Hills Rd.        | Locust         | NC | 28097 | 786/845-6402 |      |
| J120116 | Luihn VantEdge Partners, LLC                       | 207 S. Bickett Boulevard    | Louisburg      | NC | 27549 | 919/850-0558 | **** |
| J970010 | Laurinburg KFC Take Home, Inc.                     | 520 W. Second Street        | Lumberton      | NC | 28358 | 910/276-6740 |      |
| J970009 | Laurinburg KFC Take Home, Inc.                     | 2000 Roberts Avenue         | Lumberton      | NC | 28358 | 910/276-6740 |      |
| G135202 | FQSR, LLC (dba KBP Foods)                          | 608 West Highway Street     | Madison        | NC | 27025 | 913/428-3636 |      |
| E320028 | Fulenwider Enterprises, Inc.                       | 3334 South Highway 226      | Marion         | NC | 28752 | 786/845-6402 |      |
| E320147 | AceDeuce 2, LLC                                    | 1230 Yadkinville Road       | Mocksville     | NC | 27028 | 786/845-6402 |      |
| J970015 | Laurinburg KFC Take Home, Inc.                     | 2021 W. Roosevelt Boulevard | Monroe         | NC | 28110 | 910/276-6740 |      |
| G135962 | FQSR, LLC (dba KBP Foods)                          | 429 E. Plaza Drive          | Mooreville     | NC | 28115 | 913/428-3636 |      |
| H667006 | Paris & Potter Management of Eastern Carolina, LLC | 3414 Arendell Street        | Morehead City  | NC | 28557 | 910/323-2211 |      |
| E320094 | Fulenwider Enterprises, Inc.                       | 927 West Union Street       | Morganton      | NC | 28655 | 786/845-6402 |      |
| G135187 | FQSR, LLC (dba KBP Foods)                          | 2120 Rockford Extension     | Mount Airy     | NC | 27030 | 913/428-3636 |      |
| E320046 | Fulenwider Enterprises, Inc.                       | 1321 Andrews Road           | Murphy         | NC | 28906 | 786/845-6402 |      |
| O39755  | Charter Central, LLC                               | 7320 S. Virginia Dare Trail | Nags Head      | NC | 27959 | 423/587-0690 | **** |
| J970049 | Laurinburg KFC Take Home, Inc.                     | 100 West Nashville Dr.      | Nashville      | NC | 27856 | 910/276-6740 |      |
| H667004 | Paris & Potter Management of Eastern Carolina, LLC | 2212 Neuse Boulevard        | New Bern       | NC | 28560 | 910/323-2211 |      |
| H667005 | Paris & Potter Management of Eastern Carolina, LLC | 1512 Highway 70 East        | New Bern       | NC | 28560 | 910/323-2211 |      |
| C570003 | Felker Day, Inc.                                   | 2805 Northwest Boulevard    | Newton         | NC | 28658 | 704/864-4340 |      |
| J120115 | Luihn VantEdge Partners, LLC                       | 527 East Industry Drive     | Oxford         | NC | 27565 | 919/850-0558 | **** |
| J970025 | Laurinburg KFC Take Home, Inc.                     | 106 North Odum Street       | Pembroke       | NC | 28372 | 910/276-6740 |      |
| O29482  | Luihn VantEdge Partners, LLC                       | 63 Lowes Drive              | Pittsboro      | NC | 27312 | 919/850-0558 | **** |
| H667003 | Paris & Potter KT of Plymouth, LLC                 | 860 Highway 64 East         | Plymouth       | NC | 27962 | 910/323-2211 | **** |
| J970021 | Laurinburg KFC Take Home, Inc.                     | 103 Laurinburg Road         | Raeford        | NC | 28376 | 910/276-6740 |      |
| O29424  | Luihn VantEdge Partners, LLC                       | 5434 Six Forks Rd           | Raleigh        | NC | 27609 | 919/850-0558 | **** |
| O29409  | Luihn VantEdge Partners, LLC                       | 6405 Falls Of Neuse Rd.     | Raleigh        | NC | 27615 | 919/850-0558 | **** |
| J120119 | Luihn VantEdge Partners, LLC                       | 3408 Poole Road             | Raleigh        | NC | 27610 | 919/850-0558 |      |
| J120095 | Luihn VantEdge Partners, LLC                       | 4040 Capital Blvd.          | Raleigh        | NC | 27604 | 919/850-0558 |      |
| J970031 | Laurinburg KFC Take Home, Inc.                     | 911 East 4th Street         | Red Springs    | NC | 28377 | 910/276-6740 |      |
| G135189 | FQSR, LLC (dba KBP Foods)                          | 209 W. Harrison             | Reidsville     | NC | 27320 | 913/428-3636 |      |
| J970042 | Laurinburg KFC Take Home, Inc.                     | 91 Premier Boulevard        | Roanoke Rapids | NC | 27870 | 910/276-6740 |      |
| J970014 | Laurinburg KFC Take Home, Inc.                     | 1354 E. Broad St.           | Rockingham     | NC | 28379 | 910/276-6740 |      |
| J970041 | Laurinburg KFC Take Home, Inc.                     | 2108 Stone Rose Dr.         | Rocky Mount    | NC | 27804 | 910/276-6740 |      |
| G135936 | FQSR, LLC (dba KBP Foods)                          | 2180 Durham Road            | Roxboro        | NC | 27573 | 913/428-3636 | **** |
| G135963 | FQSR, LLC (dba KBP Foods)                          | 115 College Ave             | Rutherfordton  | NC | 28139 | 913/428-3636 |      |
| D121002 | O INC.   | 628 E. Innes Street         | Salisbury      | NC | 28144 | 980/255-8559 |      |
| D121003 | O INC.   | 1006 Mooresville Road       | Salisbury      | NC | 28147 | 980/255-8559 |      |
| J120005 | Luihn VantEdge Partners, LLC                       | 704 Horner Boulevard        | Sanford        | NC | 27330 | 919/850-0558 |      |
| H667015 | Paris & Potter Management Corporation              | 406 U.S. Highway 70 East    | Selma          | NC | 27576 | 910/323-2211 |      |
| J970038 | Laurinburg KFC Take Home, Inc.                     | 348 Whiteville Road NW      | Shallotte      | NC | 28470 | 910/276-6740 |      |

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| C570004 | Felker Day, Inc.                                   | 326 Grover Street          | Shelby         | NC | 28150 | 704/864-4340 |      |
| C570006 | Felker Day, Inc.                                   | 1102 East Dixon Boulevard  | Shelby         | NC | 28152 | 704/864-4340 |      |
| J120118 | Luihn VantEdge Partners, LLC                       | 1702 East 11th Street      | Siler City     | NC | 27344 | 919/850-0558 |      |
| C119010 | Bell Carolina LLC                                  | 4921 Long Beach Road       | Southport      | NC | 28461 | 317/288-9581 | **** |
| E320014 | Fulenwider Enterprises, Inc.                       | 12358 Highway 226 South    | Spruce Pine    | NC | 28777 | 786/845-6402 | **** |
| E320136 | FEII, LLC  | 1102 Salisbury Road        | Statesville    | NC | 28625 | 786/845-6402 |      |
| E320137 | FEII, LLC  | 1005 Glenway Drive         | Statesville    | NC | 28625 | 786/845-6402 |      |
| C748028 | Coastal Plains Restaurants, LLC                    | 706 Western Boulevard      | Tarboro        | NC | 27886 | 425/486-6336 |      |
| C570007 | Felker Day, Inc.                                   | 24 Liledoun Road           | Taylorsville   | NC | 28681 | 704/864-4340 | **** |
| G135194 | FQSR, LLC (dba KBP Foods)                          | 943 Randolph Street        | Thomasville    | NC | 27360 | 913/428-3636 |      |
| J970044 | Laurinburg KFC Take Home, Inc.                     | 212 N. Washington St.      | Wadesboro      | NC | 28170 | 910/276-6740 |      |
| J120098 | Luihn VantEdge Partners, LLC                       | 12313 Capital Blvd.        | Wake Forest    | NC | 27587 | 919/850-0558 |      |
| H667018 | Paris & Potter Management Corporation              | 705 North Norwood Street   | Wallace        | NC | 28466 | 910/323-2211 |      |
| H667002 | Paris & Potter Management of Eastern Carolina, LLC | 1510 Carolina Avenue       | Washington     | NC | 27889 | 910/323-2211 |      |
| C526001 | Coward Enterprises, Inc.                           | 667 Russ Avenue            | Waynesville    | NC | 28786 | 828/400-5945 |      |
| J718147 | JRN, Inc.  | 91 Weaver Boulevard        | Weaverville    | NC | 28787 | 931/490-4765 |      |
| E320007 | Fulenwider Enterprises, Inc.                       | 51 Beaver Creek School Rd  | West Jefferson | NC | 28694 | 786/845-6402 | **** |
| J970048 | Laurinburg KFC Take Home, Inc.                     | 709 N. JK Powell Boulevard | Whiteville     | NC | 28472 | 910/276-6740 |      |
| E320013 | Fulenwider Enterprises, Inc.                       | 1900 Addison Ave           | Wilkesboro     | NC | 28697 | 786/845-6402 |      |
| C748052 | Coastal Plains Restaurants, LLC                    | 1471 Washington Street     | Williamston    | NC | 27892 | 425/486-6336 | **** |
| J970047 | Laurinburg KFC Take Home, Inc.                     | 5120 Market Street         | Wilmington     | NC | 28405 | 910/276-6740 |      |
| J970034 | Laurinburg KFC Take Home, Inc.                     | 2526 Carolina Beach Road   | Wilmington     | NC | 28401 | 910/276-6740 |      |
| C748026 | Coastal Plains Restaurants, LLC                    | 1870 Tarboro Street, W.    | Wilson         | NC | 27893 | 425/486-6336 |      |
| C748036 | Coastal Plains Restaurants, LLC                    | 901 Highway 301            | Wilson         | NC | 27893 | 425/486-6336 | **** |
| G135199 | FQSR, LLC (dba KBP Foods)                          | 1125 N Liberty St          | Winston Salem  | NC | 27101 | 913/428-3636 |      |
| G135201 | FQSR, LLC (dba KBP Foods)                          | 5715 University Pky        | Winston Salem  | NC | 27105 | 913/428-3636 | **   |
| G135203 | FQSR, LLC (dba KBP Foods)                          | 1203 Silas Creek Parkway   | Winston Salem  | NC | 27127 | 913/428-3636 |      |
| E320146 | AceDeuce 2, LLC                                    | 705 South State Street     | Yadkinville    | NC | 27055 | 786/845-6402 |      |
| 029481  | Luihn VantEdge Partners, LLC                       | 161 Wakelon Drive          | Zebulon        | NC | 27597 | 919/850-0558 | **** |
| C750030 | Argonaut Food Partners, LLC                        | 2630 State Street          | Bismarck       | ND | 58503 | 541/273-4639 |      |
| F275015 | Dee Jay's QSR of North Dakota, Inc.                | 403 Highway 2, W.          | Devils Lake    | ND | 58301 | 306/637-3315 |      |
| F275002 | J. W. J. Enterprises, Inc.                         | 235 Osborn Drive           | Dickinson      | ND | 58601 | 306/637-3315 | *    |
| C750109 | Argonaut Food Partners, LLC                        | 706 South Washington       | Grand Forks    | ND | 58201 | 541/273-4639 |      |
| F275016 | Dee Jay's QSR of North Dakota, Inc.                | 1929 North Broadway        | Minot          | ND | 58703 | 306/637-3315 |      |
| F275017 | Dee Jay's QSR of North Dakota, Inc.                | 3100 South Broadway        | Minot          | ND | 58701 | 306/637-3315 | *    |
| C750106 | Argonaut Food Partners, LLC                        | 1410 13th Avenue, E.       | West Fargo     | ND | 58078 | 541/273-4639 |      |
| F275001 | Dee Jay's Chicken Village of Williston, Inc.       | 212 14th Street            | Williston      | ND | 58801 | 306/637-3315 |      |
| C750185 | Argonaut Food Partners, LLC                        | 1316 N. Sixth Street       | Beatrice       | NE | 68310 | 541/273-4639 |      |
| G135120 | FQSR, LLC (dba KBP Foods)                          | 1407 JF Kennedy Dr.        | Bellevue       | NE | 68005 | 913/428-3636 |      |
| C750139 | Argonaut Food Partners, LLC                        | 1801 23rd Street           | Columbus       | NE | 68601 | 541/273-4639 |      |
| G135893 | FQSR, LLC (dba KBP Foods)                          | 707 East 23rd Street       | Fremont        | NE | 68025 | 913/428-3636 |      |
| C750184 | Argonaut Food Partners, LLC                        | 1804 N. Webb Road          | Grand Island   | NE | 68803 | 541/273-4639 |      |
| C750183 | Argonaut Food Partners, LLC                        | 924 S. Burlington Avenue   | Hastings       | NE | 68901 | 541/273-4639 |      |

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| C750182 | Argonaut Food Partners, LLC            | 215 E. 25th Street     | Kearney           | NE | 68847 | 541/273-4639 |      |
| G135030 | FQSR, LLC (dba KBP Foods)              | 8311 Harrison          | La Vista          | NE | 68128 | 913/428-3636 |      |
| F275013 | Restaurants 1997A, Inc.                | 2540 North 11th        | Lincoln           | NE | 68521 | 306/637-3315 |      |
| F275018 | Restaurants 1997A, Inc.                | 2221 N. 86th Street    | Lincoln           | NE | 68505 | 306/637-3315 | **   |
| F275019 | Restaurants 1997A, Inc.                | 903 South Street       | Lincoln           | NE | 68502 | 306/637-3315 |      |
| H995002 | Van Dyke and Associates, Inc.          | 1006 South 13th Street | Norfolk           | NE | 68701 | 402/371-0723 |      |
| C760002 | Argonaut Food Partners, LLC            | 220 S. Jeffers Street  | North Platte      | NE | 69101 | 605/692-7004 |      |
| G135025 | FQSR, LLC (dba KBP Foods)              | 8770 Maple Street      | Omaha             | NE | 68134 | 913/428-3636 |      |
| G135026 | FQSR, LLC (dba KBP Foods)              | 4802 L Street          | Omaha             | NE | 68117 | 913/428-3636 |      |
| G135028 | FQSR, LLC (dba KBP Foods)              | 13715 Q Street         | Omaha             | NE | 68137 | 913/428-3636 |      |
| G135029 | FQSR, LLC (dba KBP Foods)              | 7601 North 30th Street | Omaha             | NE | 68112 | 913/428-3636 | **   |
| G135065 | FQSR, LLC (dba KBP Foods)              | 6512 N. 72nd Street    | Omaha             | NE | 68122 | 913/428-3636 |      |
| G135167 | FQSR, LLC (dba KBP Foods)              | 2555 S. 175th Street   | Omaha             | NE | 68130 | 913/428-3636 |      |
| C029050 | Franchise Management Investors US, LLC | 2412 W. 8th Avenue     | Plattsmouth       | NE | 68048 | 506/323-1878 | **** |
| E720519 | Harman Management Corporation          | 828 W. 27th Street     | Scottsbluff       | NE | 69361 | 801/313-8000 |      |
| C029051 | Franchise Management Investors US, LLC | 3803 S. Lincoln Avenue | York              | NE | 68467 | 506/323-1878 | **** |
| J089022 | Charter Foods North, LLC               | 125 Route 101A Ste B   | Amherst           | NH | 03031 | 423/587-0690 | **** |
| G205007 | ClareKT, Inc.                          | 255 Washington Street  | Claremont         | NH | 03743 | 978/970-4990 |      |
| E685029 | D.E. Foods, Inc.                       | 18 Hall Street         | Concord           | NH | 03301 | 781/982-0755 |      |
| J089024 | Charter Foods North, LLC               | 4 Chambers Drive       | Hooksett          | NH | 03106 | 423/587-0690 | **** |
| J089026 | Charter Foods North, LLC               | 85 Key Rd              | Keene             | NH | 03431 | 423/587-0690 | **** |
| J089023 | Charter Foods North, LLC               | 68 Nashua Road         | Londonderry       | NH | 03053 | 423/587-0690 | **** |
| J089015 | Charter Foods North, LLC               | 955 Second Street      | Manchester        | NH | 03102 | 423/587-0690 |      |
| E685055 | D.E. Foods, Inc.                       | 5 Sonja Road           | Rindge            | NH | 03461 | 781/982-0755 |      |
| G135829 | FQSR, LLC (dba KBP Foods)              | 547 Columbus Avenue    | Rochester         | NH | 03867 | 913/428-3636 |      |
| G135981 | FQSR, LLC (dba KBP Foods)              | 306 Lafayette Road     | Seabrook          | NH | 03874 | 913/428-3636 | **** |
| G445005 | Sanweco, Inc.                          | 9 Commercial Drive     | Somersworth       | NH | 03878 | 207/283-4046 | **** |
| C029040 | Franchise Management Investors US, LLC | 37 Tilton Road         | Tilton            | NH | 03276 | 506/323-1878 |      |
| J089025 | Charter Foods North, LLC               | 197 South Main Street  | West Lebanon      | NH | 03784 | 423/587-0690 | **** |
| G135332 | FQSR, LLC (dba KBP Foods)              | 516 Broadway           | Bayonne           | NJ | 07002 | 913/428-3636 |      |
| G135611 | FQSR, LLC (dba KBP Foods)              | 250 Glenwood Avenue    | Bloomfield        | NJ | 07003 | 913/428-3636 |      |
| D185003 | Kimsco, Inc.                           | 468 Brick Blvd.        | Brick             | NJ | 08723 | 513/523-4765 |      |
| K071058 | MITRA QSR KNE, LLC                     | 29 E. Broad Street     | Bridgeton         | NJ | 08302 | 214/440-4144 |      |
| D198005 | Sunbeam Bridgewater Inc.               | 989 Route 22 East      | Bridgewater       | NJ | 08807 | 908/251-3083 |      |
| K071087 | MITRA QSR KNE, LLC                     | 701 Browning Lane      | Brooklawn         | NJ | 08030 | 214/440-4144 |      |
| K071085 | MITRA QSR KNE, LLC                     | Rt. 130 & High St.     | Burlington        | NJ | 08016 | 214/440-4144 |      |
| K071094 | MITRA QSR KNE, LLC                     | 1516 Route 38          | Cherry Hill       | NJ | 08002 | 214/440-4144 |      |
| K295004 | 564 K Food Corp                        | 564 Monmouth Road      | Cream Ridge       | NJ | 08514 | 732/641-2131 |      |
| K295001 | East Brunswick KFC, Inc.               | 287 Route 18           | East Brunswick    | NJ | 08816 | 732/641-2131 |      |
| G135331 | FQSR, LLC (dba KBP Foods)              | 434 Central Ave        | East Orange       | NJ | 07018 | 913/428-3636 |      |
| G135327 | FQSR, LLC (dba KBP Foods)              | 114-116 Rahway Avenue  | Elizabeth         | NJ | 07202 | 913/428-3636 |      |
| G135322 | FQSR, LLC (dba KBP Foods)              | 2170 Fletcher Ave      | Fort Lee          | NJ | 07024 | 913/428-3636 | **** |
| K250015 | H & S Restaurants, Inc.                | 510 South River Street | Hackensack        | NJ | 07601 | 845/429-7504 |      |
| K250011 | H & S Restaurants, Inc.                | 177 Route 17 South     | Hasbrouck Heights | NJ | 07604 | 845/429-7504 |      |

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| G135301 | FQSR, LLC (dba KBP Foods)     | Route 36, Airport Plaza      | Hazlet         | NJ | 07730 | 913/428-3636 |      |
| G135333 | FQSR, LLC (dba KBP Foods)     | 841 Springfield Avenue       | Irvington      | NJ | 07111 | 913/428-3636 |      |
| G135330 | FQSR, LLC (dba KBP Foods)     | 688-692 Lyons Avenue         | Irvington      | NJ | 07111 | 913/428-3636 |      |
| G135335 | FQSR, LLC (dba KBP Foods)     | 419 U.S. Route 1             | Iselin         | NJ | 08830 | 913/428-3636 |      |
| G135329 | FQSR, LLC (dba KBP Foods)     | 591 Communipaw Ave           | Jersey City    | NJ | 07304 | 913/428-3636 |      |
| G135303 | FQSR, LLC (dba KBP Foods)     | 1110 Route 46                | Ledgewood      | NJ | 07852 | 913/428-3636 |      |
| D185010 | Kimsco, Inc.                  | 382 State Highway 72         | Manahawkin     | NJ | 08050 | 513/523-4765 |      |
| J130035 | New Jersey Restaurants, LLC   | 2821 Route 73 South          | Maple Shade    | NJ | 08052 | 610/260-1500 | **** |
| K071060 | MITRA QSR KNE, LLC            | 1907 North High St.          | Millville      | NJ | 08332 | 214/440-4144 |      |
| G135328 | FQSR, LLC (dba KBP Foods)     | 249 Park Ave                 | Newark         | NJ | 07107 | 913/428-3636 |      |
| G135612 | FQSR, LLC (dba KBP Foods)     | 21 Hampton House Rd.         | Newton         | NJ | 07860 | 913/428-3636 |      |
| K250013 | H & S Restaurants, Inc.       | 347 Ramapo Valley Road       | Oakland        | NJ | 07436 | 845/429-7504 | **** |
| K295006 | Rt. 516 K Food Corp.          | 2650 County Road 516         | Old Bridge     | NJ | 08857 | 732/641-2131 |      |
| K295003 | Old Bridge KFC, Inc.          | 1100 Route 9 South           | Old Bridge     | NJ | 08857 | 732/641-2131 |      |
| G135610 | FQSR, LLC (dba KBP Foods)     | 780 Main Street              | Passaic        | NJ | 07055 | 913/428-3636 |      |
| G135609 | FQSR, LLC (dba KBP Foods)     | 465 Broadway                 | Paterson       | NJ | 07514 | 913/428-3636 |      |
| J130053 | New Jersey Restaurants, LLC   | 462 N. Broadway              | Pennsville     | NJ | 08070 | 610/260-1500 |      |
| F211001 | SUNBEAM PHILLIPSBURG INC.     | 591 Memorial Parkway         | Phillipsburg   | NJ | 08865 | 732/294-9898 |      |
| K071086 | MITRA QSR KNE, LLC            | 1140 Blackwood Clementon Rd  | Pine Hill      | NJ | 08021 | 214/440-4144 |      |
| D198004 | Sunbeam Piscataway Inc.       | 590 Stelton Road             | Piscataway     | NJ | 08854 | 908/251-3083 |      |
| D198002 | Sunbeam North Plainfield Inc. | 506-508 Somerset Street      | Plainfield     | NJ | 07060 | 908/251-3083 |      |
| D198003 | Sunbeam Plainfield South Inc. | 1235 South Avenue            | Plainfield     | NJ | 07062 | 908/251-3083 |      |
| D198006 | Sunbeam Plainfield West Inc.  | 1236-1240 W. 7th Street      | Plainfield     | NJ | 07063 | 908/251-3083 |      |
| K071059 | MITRA QSR KNE, LLC            | 600 Black Horse Pike         | Pleasantville  | NJ | 08232 | 214/440-4144 |      |
| D185008 | Kimsco, Inc.                  | 3139 Lakewood Road           | Point Pleasant | NJ | 08742 | 513/523-4765 |      |
| J235048 | DIVINE OF POMPTON PLAINS, LLC | 130 State Route 23           | Pompton Plains | NJ | 07444 | 973/342-1421 |      |
| G135336 | FQSR, LLC (dba KBP Foods)     | 92 St Georges Avenue         | Rahway         | NJ | 07065 | 913/428-3636 |      |
| K250010 | H & S Restaurants, Inc.       | 1246 Route 17                | Ramsey         | NJ | 07446 | 845/429-7504 | **** |
| G135302 | FQSR, LLC (dba KBP Foods)     | 190 Route 46                 | Rockaway       | NJ | 07866 | 913/428-3636 |      |
| K250009 | H & S Restaurants, Inc.       | 503 Market Street            | Saddle Brook   | NJ | 07663 | 845/429-7504 |      |
| J130051 | New Jersey Restaurants, LLC   | 517 Cross Keys Road          | Sicklerville   | NJ | 08081 | 610/260-1500 |      |
| K295007 | Somerset K Food Corp., Inc.   | 920 Hamilton Street          | Somerset       | NJ | 08873 | 732/641-2131 |      |
| D185004 | Kimsco, Inc.                  | 222 Route 37 East            | Toms River     | NJ | 08753 | 513/523-4765 |      |
| J130025 | New Jersey Restaurants, LLC   | 1565 Princeton Avenue        | Trenton        | NJ | 08638 | 610/260-1500 |      |
| G135324 | FQSR, LLC (dba KBP Foods)     | 600 Paterson Plank Rd        | Union City     | NJ | 07087 | 913/428-3636 |      |
| K071057 | MITRA QSR KNE, LLC            | 94 N. Delsea Dr.             | Vineland       | NJ | 08360 | 214/440-4144 |      |
| K071084 | MITRA QSR KNE, LLC            | 4218 Route 130               | Willingboro    | NJ | 08046 | 214/440-4144 |      |
| C750038 | Argonaut Food Partners, LLC   | 730 S. White Sands Boulevard | Alamogordo     | NM | 88310 | 541/273-4639 |      |
| L039018 | Palo Alto, Inc.               | 7010 Central Ave SE          | Albuquerque    | NM | 87108 | 303/745-0555 |      |
| L039037 | Palo Alto, Inc.               | 12921 Central Avenue, N.E.   | Albuquerque    | NM | 87123 | 303/745-0555 |      |
| L039024 | Palo Alto, Inc.               | 5410 Fourth Street, N.W.     | Albuquerque    | NM | 87107 | 303/745-0555 |      |
| 004173  | Palo Alto, Inc.               | 3555 Isleta Blvd SW          | Albuquerque    | NM | 87105 | 303/745-0555 | **** |
| 024051  | Alvarado Concepts, LLC        | 6810 Central Ave. SW         | Albuquerque    | NM | 87121 | 303/745-0555 | **** |
| L039025 | Palo Alto, Inc.               | 2636 San Mateo Blvd          | Albuquerque    | NM | 87110 | 303/745-0555 |      |

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| L039017 | Palo Alto, Inc.                                   | 2201 Eubank Boulevard, N.E.        | Albuquerque  | NM | 87112 | 303/745-0555 |      |
| Q23838  | Alvarado Concepts, LLC                            | 6551 Paradise NW                   | Albuquerque  | NM | 87114 | 303/745-0555 | **** |
| L039020 | Palo Alto, Inc.                                   | 6200 San Mateo Boulevard, N.E.     | Albuquerque  | NM | 87109 | 303/745-0555 |      |
| C750080 | Argonaut Food Partners Nuevo, LLC                 | 1412 West Main Street              | Artesia      | NM | 88210 | 541/273-4639 | **** |
| G255012 | David R. Sparks and Dianna S. Sparks              | 239 E. U.S. Highway 550            | Bernalillo   | NM | 87004 | 505/896-1040 |      |
| G255009 | David R. Sparks and Dianna S. Sparks              | 506 S. Bloomfield Boulevard        | Bloomfield   | NM | 87413 | 505/896-1040 |      |
| C750037 | Argonaut Food Partners, LLC                       | 1207 W. Pierce Street              | Carlsbad     | NM | 88220 | 541/273-4639 |      |
| C750039 | Argonaut Food Partners, LLC                       | 2120 N. Prince Street              | Clovis       | NM | 88101 | 541/273-4639 |      |
| C750143 | Argonaut Food Partners, LLC                       | 516 East Cedar                     | Deming       | NM | 88030 | 541/273-4639 |      |
| C750056 | Argonaut Food Partners, LLC                       | 813 Riverside Drive                | Espanola     | NM | 87532 | 541/273-4639 |      |
| G255008 | David R. Sparks and Dianna S. Sparks              | 532 E. Main Street                 | Farmington   | NM | 87401 | 505/896-1040 |      |
| G255007 | David R. Sparks and Dianna S. Sparks              | 3801 E. Main Street                | Farmington   | NM | 87402 | 505/896-1040 |      |
| C183004 | Wilma and George Taira & James and Kimberley Rich | 1050 U.S. Highway 491              | Gallup       | NM | 87301 | 505/722-3849 |      |
| C750108 | Argonaut Food Partners, LLC                       | 2504 East Highway 66               | Gallup       | NM | 87301 | 541/273-4639 |      |
| D528002 | CBR Grants, Inc.                                  | 1800 W. Santa Fe Avenue            | Grants       | NM | 87020 | 505/863-3155 |      |
| C750040 | Argonaut Food Partners, LLC                       | 1735 North Turner                  | Hobbs        | NM | 88240 | 541/273-4639 |      |
| G255010 | David R. Sparks and Dianna S. Sparks              | 4198 U.S. Highway 64.              | Kirtland     | NM | 87417 | 505/896-1040 |      |
| C750144 | Argonaut Food Partners, LLC                       | 2424 N. Main                       | Las Cruces   | NM | 88001 | 541/273-4639 |      |
| C750145 | Argonaut Food Partners, LLC                       | 435 Telshor                        | Las Cruces   | NM | 88011 | 541/273-4639 |      |
| D064001 | Alvarado Concepts, LLC                            | 1139 Grand Avenue                  | Las Vegas    | NM | 87701 | 303/745-0555 |      |
| L631002 | Anthony Lovato and Marlyn Velda Lovato            | 2264 Sun Ranch Village Loop        | Los Lunas    | NM | 87031 | 505/866-1624 |      |
| C975054 | Gecko Ventures, L.L.C.                            | 703 North Main                     | Lovington    | NM | 88260 | 918/970-4296 |      |
| O17415  | Alvarado Concepts, LLC                            | 1611 West Old Route 66             | Moriarty     | NM | 87035 | 303/745-0555 | **** |
| L039036 | Palo Alto, Inc.                                   | 2003 Southern Boulevard            | Rio Rancho   | NM | 87124 | 303/745-0555 |      |
| C750078 | Argonaut Food Partners Nuevo, LLC                 | 110 West Hobbs                     | Roswell      | NM | 88203 | 541/273-4639 | **** |
| D074001 | Monte Alto, Inc.                                  | 331 Suddreth Drive                 | Ruidoso      | NM | 88345 | 575/491-7200 |      |
| L039021 | Palo Alto, Inc.                                   | 3295 Cerrillos Road                | Santa Fe     | NM | 87507 | 303/745-0555 |      |
| C081001 | Hill Enterprises, Inc.                            | U.S. Highway 491 & U.S. Highway 64 | Shiprock     | NM | 87420 | 505/368-4805 |      |
| C975055 | KB Enterprises, LLC                               | 115 Paseo Del Canon                | Taos         | NM | 87571 | 918/970-4296 |      |
| C183003 | Wilma and George Taira & James and Kimberley Rich | Highway 264                        | Tse Bonito   | NM | 87301 | 505/722-3849 |      |
| C835006 | Sierra Foods LLC                                  | 2523 North Carson Street           | Carson City  | NV | 89706 | 775/720-5508 |      |
| D662003 | RRT Investments, Inc.                             | 1760 Mountain City Highway         | Elko         | NV | 89801 | 775/753-4935 |      |
| D372027 | SC Food Group, LLC                                | 1515 West Williams                 | Fallon       | NV | 89406 | 203/526-6886 |      |
| D372022 | SC Food Group, LLC                                | 1455 E. Newlands Drive             | Fernley      | NV | 89408 | 203/526-6886 |      |
| C835014 | Sierra Foods LLC                                  | 1338 Highway 395 N.                | Gardnerville | NV | 89410 | 775/720-5508 |      |
| D212085 | AGP Foods, LLC                                    | 680 East Horizon Drive             | Henderson    | NV | 89015 | 281/569-4640 |      |
| D212098 | SHR Foods, LLC                                    | 1282 W. Warm Springs Road          | Henderson    | NV | 89014 | 281/569-4640 |      |
| D212086 | AGP Foods, LLC                                    | 4924 Boulder Hwy                   | Las Vegas    | NV | 89121 | 281/569-4640 |      |
| D212087 | AGP Foods, LLC                                    | 1990 N Nellis Blvd                 | Las Vegas    | NV | 89115 | 281/569-4640 |      |
| D212117 | WTS Investments, LLC                              | 7545 S. Rainbow Boulevard          | Las Vegas    | NV | 89139 | 281/569-4640 |      |
| D212094 | PWY Foods, LLC                                    | 4855 South Fort Apache Road        | Las Vegas    | NV | 89147 | 281/569-4640 | **   |
| D212095 | PWY Foods, LLC                                    | 1353 E Silverado Ranch Blvd        | Las Vegas    | NV | 89183 | 281/569-4640 |      |

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| D212092 | CYX Investments, LLC          | 6181 West Lake Mead Blvd      | Las Vegas       | NV | 89108 | 281/569-4640 |      |
| D212090 | BTQ Investments, LLC          | 4420 W Sahara Ave             | Las Vegas       | NV | 89102 | 281/569-4640 |      |
| D212101 | TIF Foods, LLC                | 8590 W Cheyenne Ave           | Las Vegas       | NV | 89129 | 281/569-4640 |      |
| D212105 | ZNJ Investments, LLC          | 7017 S. Durango Dr.           | Las Vegas       | NV | 89148 | 281/569-4640 |      |
| D212129 | WTS Investments, LLC          | 2750 S. Maryland Parkway      | Las Vegas       | NV | 89169 | 281/569-4640 |      |
| D212100 | TIF Foods, LLC                | 3245 E. Tropicana Avenue      | Las Vegas       | NV | 89121 | 281/569-4640 |      |
| D212088 | BTQ Investments, LLC          | 5940 Spring Mountain Rd       | Las Vegas       | NV | 89146 | 281/569-4640 |      |
| D212134 | SHR Foods, LLC                | 3380 West Cactus Avenue       | Las Vegas       | NV | 89141 | 281/569-4640 |      |
| C750157 | Argonaut Food Partners, LLC   | 253 Sandhill Road             | Mesquite        | NV | 89027 | 541/273-4639 |      |
| D212104 | ZNJ Investments, LLC          | 6965 Aliante Parkway          | North Las Vegas | NV | 89084 | 281/569-4640 |      |
| D212093 | CYX Investments, LLC          | 1318 W Craig Rd               | North Las Vegas | NV | 89032 | 281/569-4640 |      |
| D212106 | TIF Foods, LLC                | 5720 Losee Road               | North Las Vegas | NV | 89081 | 281/569-4640 |      |
| D212109 | WTS Investments, LLC          | 4691 W. Ann Road              | North Las Vegas | NV | 89031 | 281/569-4640 |      |
| C750158 | Argonaut Food Partners, LLC   | 1540 E. Highway 372           | Pahrump         | NV | 89048 | 541/273-4639 |      |
| D372016 | SC Food Group, LLC            | 880 W 5th St                  | Reno            | NV | 89503 | 203/526-6886 |      |
| D372020 | SC Food Group, LLC            | 65 Damonte Ranch Parkway      | Reno            | NV | 89521 | 203/526-6886 |      |
| D372017 | SC Food Group, LLC            | 5175 Mae Anne Ave.            | Reno            | NV | 89523 | 203/526-6886 |      |
| D372018 | SC Food Group, LLC            | 1805 Silverada Boulevard      | Reno            | NV | 89512 | 203/526-6886 |      |
| D372015 | SC Food Group, LLC            | 5890 S. Virginia St., Suite 5 | Reno            | NV | 89502 | 203/526-6886 |      |
| D372021 | SC Food Group, LLC            | 162 Los Altos Parkway         | Sparks          | NV | 89436 | 203/526-6886 |      |
| D372019 | SC Food Group, LLC            | 275 N Mccarran St             | Sparks          | NV | 89431 | 203/526-6886 |      |
| D662006 | G.R.R. Investments, Inc.      | 1734 W. Winnemucca Boulevard  | Winnemucca      | NV | 89445 | 775/753-4935 | **   |
| G135613 | FQSR, LLC (dba KBP Foods)     | 1235 Central Avenue           | Albany          | NY | 12205 | 913/428-3636 |      |
| G135614 | FQSR, LLC (dba KBP Foods)     | 112 Broadway                  | Albany          | NY | 12204 | 913/428-3636 |      |
| G135417 | FQSR, LLC (dba KBP Foods)     | 3962 Bailey Avenue            | Amherst         | NY | 14226 | 913/428-3636 |      |
| C160010 | Kedis Enterprises, LLC        | 910 Broadway                  | Amityville      | NY | 11701 | 516/775-3347 |      |
| K273004 | PAK Astoria Management Inc.   | 3042 Steinway Street          | Astoria         | NY | 11103 | 718/721-2500 |      |
| G135342 | FQSR, LLC (dba KBP Foods)     | 276 Grant Avenue              | Auburn          | NY | 13021 | 913/428-3636 |      |
| G135419 | FQSR, LLC (dba KBP Foods)     | 4126 W. Main Street           | Batavia         | NY | 14020 | 913/428-3636 | **   |
| G135886 | FQSR, LLC (dba KBP Foods)     | 357 W Morris Street           | Bath            | NY | 14810 | 913/428-3636 |      |
| C160005 | PIONEER QSR ENTERPRISES LLC   | 210 East Main Street          | Bay Shore       | NY | 11706 | 516/775-3347 |      |
| K273012 | PAK Main Management, Inc.     | 237 Main Street               | Binghamton      | NY | 13905 | 718/721-2500 |      |
| K273011 | PAK Robinson Management, Inc. | 165-67 Robinson Street        | Binghamton      | NY | 13904 | 718/721-2500 |      |
| G135596 | FQSR, LLC (dba KBP Foods)     | 4665 Lake Road South          | Brockport       | NY | 14420 | 913/428-3636 |      |
| K273005 | PAK Gunhill Management Inc.   | 1125 E Gun Hill Rd.           | Bronx           | NY | 10469 | 718/721-2500 |      |
| G135326 | FQSR, LLC (dba KBP Foods)     | 1959 Bruckner Blvd            | Bronx           | NY | 10472 | 913/428-3636 |      |
| G135338 | FQSR, LLC (dba KBP Foods)     | 375 East 149th Street         | Bronx           | NY | 10455 | 913/428-3636 |      |
| K273018 | PAK Fordham Management Inc.   | 373 East Fordham Road         | Bronx           | NY | 10458 | 718/721-2500 |      |
| G506006 | Kotes Foods, LLC              | 5625 Broadway                 | Bronx           | NY | 10463 | 917/566-1748 |      |
| G135339 | FQSR, LLC (dba KBP Foods)     | 1731 Webster Avenue           | Bronx           | NY | 10457 | 913/428-3636 | **** |
| K273006 | PAK Boston Management Inc.    | 3770 Boston Rd., #3776        | Bronx           | NY | 10469 | 718/721-2500 |      |
| F569047 | QSR NY LLC                    | 458 Utica Ave                 | Brooklyn        | NY | 11203 | 919/225-5363 |      |
| K273002 | KSK 786 Inc.                  | 208 McGuinness Boulevard      | Brooklyn        | NY | 11222 | 718/721-2500 | **** |
| F569043 | QSR NYC LLC                   | 798-812 4th Avenue            | Brooklyn        | NY | 11232 | 919/225-5363 |      |

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| F569038 | QSR NYC LLC                  | 534 Coney Island Avenue                 | Brooklyn        | NY | 11218 | 919/225-5363 |      |
| F569039 | QSR NY LLC                   | 2026 Coney Island Ave                   | Brooklyn        | NY | 11223 | 919/225-5363 | **** |
| F569003 | QSR NY LLC                   | 1556 Myrtle Avenue                      | Brooklyn        | NY | 11237 | 919/225-5363 |      |
| F569006 | QSR NY LLC                   | 1667 Pitkin Ave                         | Brooklyn        | NY | 11212 | 919/225-5363 |      |
| F569037 | QSR NY LLC                   | 108-30 Flatlands Ave                    | Brooklyn        | NY | 11236 | 919/225-5363 | **** |
| F569002 | QSR East LLC                 | 1040 Bedford Avenue                     | Brooklyn        | NY | 11205 | 919/225-5363 |      |
| F569005 | QSR NYC LLC                  | 495 Nostrand Ave                        | Brooklyn        | NY | 11216 | 919/225-5363 |      |
| F569046 | QSR NY LLC                   | 1615 Utica Avenue                       | Brooklyn        | NY | 11234 | 919/225-5363 |      |
| G135865 | FQSR, LLC (dba KBP Foods)    | 2234 Elmwood Ave                        | Buffalo         | NY | 14216 | 913/428-3636 |      |
| G135414 | FQSR, LLC (dba KBP Foods)    | 470 E. Delavan Avenue                   | Buffalo         | NY | 14214 | 913/428-3636 |      |
| G135416 | FQSR, LLC (dba KBP Foods)    | 170 Abbott Road                         | Buffalo         | NY | 14220 | 913/428-3636 | **** |
| F569011 | QSR NY LLC                   | 117-05 Francis Lewis Blvd.              | Cambria Heights | NY | 11411 | 919/225-5363 |      |
| G135345 | FQSR, LLC (dba KBP Foods)    | 3520 W Genesee Street                   | Camillus        | NY | 13219 | 913/428-3636 |      |
| J247002 | Indus KFNy Inc.              | 135 Eastern Boulevard                   | Canandaigua     | NY | 14424 | 585/248-2440 |      |
| J580062 | White, David R.              | 103 East Main Street                    | Canton          | NY | 13617 | 518/452-5757 |      |
| G506012 | Kotes of Carmel LLC          | 1891 Route 6                            | Carmel          | NY | 10512 | 917/566-1748 |      |
| C160007 | PIONEER QSR ENTERPRISES LLC  | 1990 Middle Country Road                | Centereach      | NY | 11720 | 516/775-3347 |      |
| C160008 | Kedis Enterprises, LLC       | 150 West Suffolk Avenue                 | Central Islip   | NY | 11722 | 516/775-3347 |      |
| G135341 | FQSR, LLC (dba KBP Foods)    | 7900 Brewerton Rd                       | Cicero          | NY | 13039 | 913/428-3636 |      |
| O26358  | Hospitality Syracuse, Inc.   | 776 East Main Street                    | Cobleskill      | NY | 12043 | 315/451-1957 | **** |
| C160001 | Kedis Enterprises, LLC       | 1164 Jericho Turnpike                   | Commack         | NY | 11725 | 516/775-3347 |      |
| G135853 | FQSR, LLC (dba KBP Foods)    | 39-21 103rd Street                      | Corona          | NY | 11368 | 913/428-3636 |      |
| G135424 | FQSR, LLC (dba KBP Foods)    | 3890 State Route 281                    | Cortland        | NY | 13045 | 913/428-3636 |      |
| C160004 | Kedis Enterprises, LLC       | 1617 Deer Park Avenue                   | Deer Park       | NY | 11729 | 516/775-3347 |      |
| G135418 | FQSR, LLC (dba KBP Foods)    | 535 Dick Road                           | Depew           | NY | 14043 | 913/428-3636 |      |
| G135889 | FQSR, LLC (dba KBP Foods)    | 4940 Transit Rd                         | Depew           | NY | 14043 | 913/428-3636 | **** |
| G135422 | FQSR, LLC (dba KBP Foods)    | 10517 Bennett Rd                        | Dunkirk         | NY | 14048 | 913/428-3636 | **** |
| C160022 | Kedis Enterprises, LLC       | 4040 Nesconset Highway                  | East Setauket   | NY | 11733 | 516/775-3347 |      |
| G135420 | FQSR, LLC (dba KBP Foods)    | 1149 Broadway Street                    | Elmira          | NY | 14904 | 913/428-3636 | **** |
| F569029 | QSR NY LLC                   | 311 Hempstead Turnpike                  | Elmont          | NY | 11003 | 919/225-5363 |      |
| K273008 | PAK Elmsford Management Inc. | 350 Saw Mill River Road                 | Elmsford        | NY | 10523 | 718/721-2500 | **** |
| G135352 | FQSR, LLC (dba KBP Foods)    | 26720 Us Route 11                       | Evans Mills     | NY | 13637 | 913/428-3636 |      |
| J247001 | Indus TBNY, Inc.             | 1301 Route 332                          | Farmington      | NY | 14425 | 585/248-2440 |      |
| G506011 | Kotes North LLC              | 59 West Merritt Boulevard               | Fishkill        | NY | 12524 | 917/566-1748 | *    |
| F569030 | QSR NY LLC                   | 42 Jericho Turnpike                     | Floral Park     | NY | 11001 | 919/225-5363 |      |
| F569073 | QSR NYC LLC                  | 136-53 Roosevelt Ave                    | Flushing        | NY | 11354 | 919/225-5363 |      |
| J235034 | DIVINE ANJU, LLC             | 9015 Queens Blvd, FC2, Queens City Mall | Flushing        | NY | 11373 | 973/342-1421 |      |
| F569027 | QSR NY LLC                   | 152-03 Northern Blvd                    | Flushing        | NY | 11354 | 919/225-5363 |      |
| F569025 | QSR NY LLC                   | 8715 Northern Blvd                      | Flushing        | NY | 11372 | 919/225-5363 |      |
| G135423 | FQSR, LLC (dba KBP Foods)    | 4200 Lakeville Road                     | Geneseo         | NY | 14454 | 913/428-3636 | **** |
| G135421 | FQSR, LLC (dba KBP Foods)    | 810 Canandaigua Road                    | Geneva          | NY | 14456 | 913/428-3636 | **** |
| G135427 | FQSR, LLC (dba KBP Foods)    | 2910 W. Ridge Road                      | Greece          | NY | 14626 | 913/428-3636 |      |
| C160009 | PIONEER QSR ENTERPRISES LLC  | 56 Glen Cove Road                       | Greenvale       | NY | 11548 | 516/775-3347 | **** |
| G135651 | FQSR, LLC (dba KBP Foods)    | 4940 Southwestern Boulevard             | Hamburg         | NY | 14075 | 913/428-3636 |      |

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| F569031 | QSR NY LLC                     | 20 Hempstead Ave.         | Hempstead          | NY | 11550 | 919/225-5363 |      |
| G135350 | FQSR, LLC (dba KBP Foods)      | 200 S Caroline Street     | Herkimer           | NY | 13350 | 913/428-3636 | **** |
| G506010 | Kotes of Hopewell LLC          | 413 RT 376                | Hopewell Junction  | NY | 12533 | 917/566-1748 |      |
| G135658 | FQSR, LLC (dba KBP Foods)      | 2122 Grand Central Avenue | Horseheads         | NY | 14845 | 913/428-3636 |      |
| F569009 | QSR NY LLC                     | 158-50 Cross Bay Blvd.    | Howard Beach       | NY | 11414 | 919/225-5363 |      |
| C160003 | Kedis Enterprises, LLC         | 221 Jericho Turnpike      | Huntington Station | NY | 11746 | 516/775-3347 |      |
| G135431 | FQSR, LLC (dba KBP Foods)      | 1760 E. Ridge Road        | Irondequoit        | NY | 14622 | 913/428-3636 |      |
| G135858 | FQSR, LLC (dba KBP Foods)      | 401 Elmira Rd.            | Ithaca             | NY | 14850 | 913/428-3636 |      |
| F569001 | QSR NY LLC                     | 140-04 Queens Boulevard   | Jamaica            | NY | 11435 | 919/225-5363 |      |
| F569032 | QSR NY LLC                     | 175-46 Hillside Ave       | Jamaica            | NY | 11432 | 919/225-5363 |      |
| F569013 | QSR NY LLC                     | 152-12 Rockaway Blvd.     | Jamaica            | NY | 11434 | 919/225-5363 |      |
| C160024 | Kedis Enterprises, LLC         | 83 Jericho Turnpike       | Jericho            | NY | 11753 | 516/775-3347 |      |
| D136003 | KFC of Johnstown, Inc.         | 144 North Comrie Avenue   | Johnstown          | NY | 12095 | 315/735-9918 |      |
| G135742 | FQSR, LLC (dba KBP Foods)      | 426 Foxhall Avenue        | Kingston           | NY | 12401 | 913/428-3636 |      |
| J089010 | Charter Central, LLC           | 270 E. Fairmont Avenue    | Lakewood           | NY | 14750 | 423/587-0690 |      |
| C160014 | Kedis Enterprises, LLC         | 3880 Hempstead Turnpike   | Levittown          | NY | 11756 | 516/775-3347 |      |
| G135343 | FQSR, LLC (dba KBP Foods)      | 3821 Route 31             | Liverpool          | NY | 13090 | 913/428-3636 |      |
| G135879 | FQSR, LLC (dba KBP Foods)      | 7601 Oswego Rd            | Liverpool          | NY | 13090 | 913/428-3636 |      |
| G135344 | FQSR, LLC (dba KBP Foods)      | 1055 7th North Street     | Liverpool          | NY | 13088 | 913/428-3636 | **** |
| G135891 | FQSR, LLC (dba KBP Foods)      | 5682 S. Transit Road      | Lockport           | NY | 14094 | 913/428-3636 |      |
| C160021 | Kedis Enterprises, LLC         | 555 Long Beach Boulevard  | Long Beach         | NY | 11561 | 516/775-3347 | **** |
| C160025 | Kedis Enterprises, LLC         | 150 Merrick Road          | Lynbrook           | NY | 11563 | 516/775-3347 |      |
| J247004 | Indus KFNy Inc.                | 362 State Rt 31           | Macedon            | NY | 14502 | 585/248-2440 |      |
| J580060 | Adirondack Chicken Corp.       | 3414 State Route 11       | Malone             | NY | 12953 | 518/452-5757 | **** |
| O26359  | Hospitality Syracuse, Inc.     | 6 Kendall Way             | Malta              | NY | 12020 | 315/451-1957 | **** |
| J247003 | Indus KFNy Inc.                | 70 North Main Street      | Manchester         | NY | 14504 | 585/248-2440 |      |
| G506002 | Kotes of Third Ave LLC         | 1922 Third Avenue         | Manhattan          | NY | 10029 | 917/566-1748 |      |
| J580061 | White, David R.                | 371 S. Main St            | Massena            | NY | 13662 | 518/452-5757 |      |
| C160028 | Kedis Enterprises 4, LLC       | 490 State Route 211 East  | Middletown         | NY | 10940 | 516/775-3347 |      |
| C501001 | A. Cavegn, Inc.                | 330 Larkin Drive          | Monroe             | NY | 10950 | 845/429-7504 | **** |
| C160031 | Kedis Enterprises 6, LLC       | 4071 Route 42             | Monticello         | NY | 12701 | 516/775-3347 |      |
| K273007 | PAK Mt. Vernon Management Inc. | 309 E Sandford Blvd       | Mount Vernon       | NY | 10550 | 718/721-2500 |      |
| K250018 | C & B Restaurant Corp.         | 286 West Route 59         | Nanuet             | NY | 10954 | 845/429-7504 | **** |
| G135349 | FQSR, LLC (dba KBP Foods)      | 8512 Seneca Tpke          | New Hartford       | NY | 13413 | 913/428-3636 |      |
| C160045 | Thursday's Eatery, Inc.        | 490 North Ave             | New Rochelle       | NY | 10801 | 516/775-3347 |      |
| C160043 | Sanjiv (Sam) Chand             | 408 8th Avenue            | New York           | NY | 10001 | 516/775-3347 |      |
| F569028 | QSR NY LLC                     | 242 E 14th St             | New York           | NY | 10003 | 919/225-5363 |      |
| K273033 | PAK 181 MANAGEMENT INC.        | 4250 Broadway             | New York           | NY | 10033 | 718/721-2500 |      |
| K273034 | PAK Canal Management Inc.      | 275 Canal Street          | New York           | NY | 10013 | 718/721-2500 |      |
| K273001 | PAK Harlem Management Inc.     | 3645 Broadway             | New York           | NY | 10031 | 718/721-2500 | **** |
| K273032 | PAK NYC MANAGEMENT INC         | 203 W 125th St            | New York           | NY | 10027 | 718/721-2500 |      |
| G506001 | Kotes of Lennox LLC            | 707 Lenox Ave.            | New York           | NY | 10039 | 917/566-1748 |      |
| C160029 | Kedis Enterprises 5, LLC       | 39 North Plank Road       | Newburgh           | NY | 12550 | 516/775-3347 |      |
| G135888 | FQSR, LLC (dba KBP Foods)      | 6807 Niagara Falls Blvd   | Niagara Falls      | NY | 14304 | 913/428-3636 |      |

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| C160016 | PIONEER QSR ENTERPRISES LLC  | 1221 Grand Avenue               | North Baldwin    | NY | 11510 | 516/775-3347 |      |
| G135947 | FQSR, LLC (dba KBP Foods)    | 866 Niagara Falls Blvd          | North Tonawanda  | NY | 14120 | 913/428-3636 |      |
| K273009 | PAK Norwich Management, Inc. | 5412 NY State Route 12          | Norwich          | NY | 13815 | 718/721-2500 | **** |
| G135890 | FQSR, LLC (dba KBP Foods)    | 913 W. State Street             | Olean            | NY | 14760 | 913/428-3636 | **** |
| D136001 | Oneonta Enterprises, Inc.    | 370-374 Main Street             | Oneonta          | NY | 13820 | 315/735-9918 |      |
| D136002 | Kin-Blum, Inc.               | 295 State Route 104             | Oswego           | NY | 13126 | 315/735-9918 |      |
| K273010 | PAK Owego Management, Inc.   | 803 State Route 17C             | Owego            | NY | 13827 | 718/721-2500 | *    |
| G135878 | FQSR, LLC (dba KBP Foods)    | 243 N Hamilton St.              | Painted Post     | NY | 14870 | 913/428-3636 |      |
| C160017 | PIONEER QSR ENTERPRISES LLC  | 533 Medford Avenue              | Patchogue        | NY | 11772 | 516/775-3347 |      |
| G506013 | Kotes of Pawling LLC         | Route 22, Dutchess County Plaza | Pawling          | NY | 12564 | 917/566-1748 |      |
| K250003 | C & B Restaurant Corp.       | 130 South Pearl St              | Pearl River      | NY | 10965 | 845/429-7504 |      |
| G506009 | Kotes of Peekskill LLC       | 1833 Main St                    | Peekskill        | NY | 10566 | 917/566-1748 |      |
| J580012 | Adirondack Chicken Corp.     | 333 Cornelia St                 | Plattsburgh      | NY | 12901 | 518/452-5757 |      |
| J581001 | Chicken Shack Potsdam LLC    | 119 Maple Street                | Potsdam          | NY | 13676 | 802/318-4705 |      |
| G135741 | FQSR, LLC (dba KBP Foods)    | 746-50 Main Street              | Poughkeepsie     | NY | 12602 | 913/428-3636 |      |
| J580047 | Adirondack Chicken Corp.     | 799 US Route 9                  | Queensbury       | NY | 12804 | 518/452-5757 |      |
| C160012 | PIONEER QSR ENTERPRISES LLC  | 993 Old Country Road            | Riverhead        | NY | 11901 | 516/775-3347 |      |
| G135949 | FQSR, LLC (dba KBP Foods)    | 3208 Chili Ave                  | Rochester        | NY | 14624 | 913/428-3636 |      |
| G135471 | FQSR, LLC (dba KBP Foods)    | 1345 Chili Avenue               | Rochester        | NY | 14624 | 913/428-3636 |      |
| G135426 | FQSR, LLC (dba KBP Foods)    | 2851 West Henrietta Road        | Rochester        | NY | 14623 | 913/428-3636 |      |
| G135753 | FQSR, LLC (dba KBP Foods)    | 2222 Lyell Avenue               | Rochester        | NY | 14606 | 913/428-3636 |      |
| G135775 | FQSR, LLC (dba KBP Foods)    | 3935 Dewey Avenue               | Rochester        | NY | 14616 | 913/428-3636 |      |
| G135429 | FQSR, LLC (dba KBP Foods)    | 1210 University Avenue          | Rochester        | NY | 14607 | 913/428-3636 |      |
| G135353 | FQSR, LLC (dba KBP Foods)    | 235 Erie Boulevard West         | Rome             | NY | 13440 | 913/428-3636 |      |
| J580055 | Adirondack Chicken Corp.     | 3010 Route 50                   | Saratoga Springs | NY | 12866 | 518/452-5757 |      |
| G135615 | FQSR, LLC (dba KBP Foods)    | 109 State Street                | Schenectady      | NY | 12305 | 913/428-3636 |      |
| C160013 | PIONEER QSR ENTERPRISES LLC  | 800 Montauk Highway             | Shirley          | NY | 11967 | 516/775-3347 |      |
| G135887 | FQSR, LLC (dba KBP Foods)    | 297 South Cascade Drive         | Springville      | NY | 14141 | 913/428-3636 | **** |
| G135325 | FQSR, LLC (dba KBP Foods)    | 1453 Forest Ave                 | Staten Island    | NY | 10302 | 913/428-3636 |      |
| G135340 | FQSR, LLC (dba KBP Foods)    | 1524 S Salina St                | Syracuse         | NY | 13205 | 913/428-3636 |      |
| G135348 | FQSR, LLC (dba KBP Foods)    | 3406 Erie Blvd                  | Syracuse         | NY | 13214 | 913/428-3636 |      |
| G135415 | FQSR, LLC (dba KBP Foods)    | 833 Young Street                | Tonawanda        | NY | 14150 | 913/428-3636 |      |
| G135798 | FQSR, LLC (dba KBP Foods)    | 658 Hoosick Road                | Troy             | NY | 12180 | 913/428-3636 |      |
| D136004 | KFC of Utica, LLC            | 138 N. Genessee Street          | Utica            | NY | 13502 | 315/735-9918 |      |
| K273014 | PAK Vestal Management, Inc.  | 4010 Vestal Parkway East        | Vestal           | NY | 13850 | 718/721-2500 |      |
| C160026 | Kedis Enterprises, LLC       | 1198 Wantagh Avenue             | Wantagh          | NY | 11793 | 516/775-3347 |      |
| G135346 | FQSR, LLC (dba KBP Foods)    | 2430 Route 414                  | Waterloo         | NY | 13165 | 913/428-3636 | **** |
| G135351 | FQSR, LLC (dba KBP Foods)    | 1004 Arsenal St                 | Watertown        | NY | 13601 | 913/428-3636 |      |
| G135461 | FQSR, LLC (dba KBP Foods)    | 925 Ridge Road                  | Webster          | NY | 14580 | 913/428-3636 |      |
| K250006 | C & B Restaurant Corp.       | 48 N. Highway 9W                | West Haverstraw  | NY | 10993 | 845/429-7504 |      |
| K261003 | Lucky 1 Holdings, Inc.       | 1000 Palisades Center Drive     | West Nyack       | NY | 10994 | 914/424-9800 |      |
| F569012 | QSR NY LLC                   | 87-19 Jamaica Avenue            | Woodhaven        | NY | 11421 | 919/225-5363 |      |
| G506005 | Kotes of Queens LLC          | 5717 Queens Blvd                | Woodside         | NY | 11377 | 917/566-1748 |      |
| G506003 | Kotes Management, LLC        | 2030 Central Park Avenue        | Yonkers          | NY | 10710 | 917/566-1748 |      |

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| G506004 | Kotes Management, LLC              | 1229 Nepperhan Avenue     | Yonkers          | NY | 10703 | 917/566-1748 |      |
| G506007 | Advanced Kotes, LLC                | 124 Nepperhan Avenue      | Yonkers          | NY | 10701 | 917/566-1748 |      |
| C246001 | Widder Management, Ltd.            | 1610 U.S. 52 West         | Aberdeen         | OH | 45101 | 614/873-6050 | **** |
| J433019 | Kendall House, Inc.                | 2840 E. Waterloo Road     | Akron            | OH | 44312 | 330/837-5041 |      |
| J625133 | Morgan's Restaurants of Ohio, Inc. | 825 East State Street     | Alliance         | OH | 44601 | 469/917-3800 |      |
| G135732 | FQSR, LLC (dba KBP Foods)          | 3787 Waterford Parkway    | Amelia           | OH | 45102 | 913/428-3636 | **   |
| D103002 | Dana Enterprises Limited           | 407 N. Leavitt Road       | Amherst          | OH | 44001 | 419/347-6351 |      |
| J433012 | Kendall House, Inc.                | 1132 East Main Street     | Ashland          | OH | 44805 | 330/837-5041 |      |
| J625157 | Morgan's Restaurants of Ohio, Inc. | 3100 North Ridge Road     | Ashtabula        | OH | 44004 | 469/917-3800 |      |
| C450002 | William L. Luehrman                | 60-62 Stimson Avenue      | Athens           | OH | 45701 | 740/593-3602 |      |
| J625142 | Morgan's Restaurants of Ohio, Inc. | 4642 Mahoning Avenue      | Austintown       | OH | 44515 | 469/917-3800 |      |
| J318001 | Jefferis Foods, LLC                | 1105 East Main Street     | Barnesville      | OH | 43713 | 740/472-4401 | *    |
| F036002 | Dunn & Bowling, Ltd.               | 2480 North Fairfield Road | Beavercreek      | OH | 45431 | 937/372-5223 | **   |
| K966001 | Darren Whitaker                    | 817 South Main Street     | Bellefontaine    | OH | 43311 | 937/593-7281 |      |
| G135719 | FQSR, LLC (dba KBP Foods)          | 1020 North Main Street    | Bowling Green    | OH | 43402 | 913/428-3636 | **   |
| K071181 | MITRA QSR KNE, LLC                 | 14901 Snow Road           | Brook Park       | OH | 44142 | 214/440-4144 |      |
| G135728 | FQSR, LLC (dba KBP Foods)          | 25 Triggs Road            | Brookville       | OH | 45309 | 913/428-3636 | **** |
| K071305 | MITRA QSR KNE, LLC                 | 3280 Center Road          | Brunswick        | OH | 44212 | 214/440-4144 |      |
| G135876 | FQSR, LLC (dba KBP Foods)          | 1113 South Main Street    | Bryan            | OH | 43506 | 913/428-3636 | *    |
| D103003 | Bronatko, Inc.                     | 1659 Marion Road          | Bucyrus          | OH | 44820 | 419/347-6351 |      |
| J625159 | Morgan's Restaurants of Ohio, Inc. | 15644 State Route 170     | Calcutta         | OH | 43920 | 469/917-3800 |      |
| J433018 | Kendall House, Inc.                | 2301 Southgate Parkway    | Cambridge        | OH | 43725 | 330/837-5041 |      |
| G135727 | FQSR, LLC (dba KBP Foods)          | 6081 Gender Road          | Canal Winchester | OH | 43110 | 913/428-3636 | **   |
| J433010 | Kendall House, Inc.                | 2303 West Tusc            | Canton           | OH | 44708 | 330/837-5041 |      |
| J433011 | Kendall House, Inc.                | 3104 Cleveland Avenue     | Canton           | OH | 44709 | 330/837-5041 |      |
| J433020 | Kendall House, Inc.                | 3614 Harmont Avenue, N.E. | Canton           | OH | 44705 | 330/837-5041 |      |
| J433015 | Kendall House, Inc.                | 4966 Everhard Rd NW       | Canton           | OH | 44718 | 330/837-5041 |      |
| E720536 | Harman Management Corporation      | 203 West Logan Street     | Celina           | OH | 45822 | 801/313-8000 |      |
| G135709 | FQSR, LLC (dba KBP Foods)          | 1048 Western Avenue       | Chillicothe      | OH | 45601 | 913/428-3636 |      |
| G135904 | FQSR, LLC (dba KBP Foods)          | 4920 Delhi Pike           | Cincinnati       | OH | 45238 | 913/428-3636 |      |
| G135917 | FQSR, LLC (dba KBP Foods)          | 9089 Fields Ertel Road    | Cincinnati       | OH | 45249 | 913/428-3636 |      |
| G135921 | FQSR, LLC (dba KBP Foods)          | 8325 Colerain Avenue      | Cincinnati       | OH | 45239 | 913/428-3636 |      |
| G135923 | FQSR, LLC (dba KBP Foods)          | 3945 Red Bank Road        | Cincinnati       | OH | 45227 | 913/428-3636 |      |
| G135915 | FQSR, LLC (dba KBP Foods)          | 3003 Reading Rd.          | Cincinnati       | OH | 45206 | 913/428-3636 |      |
| G135900 | FQSR, LLC (dba KBP Foods)          | 6444 Glenway Ave.         | Cincinnati       | OH | 45211 | 913/428-3636 |      |
| G135901 | FQSR, LLC (dba KBP Foods)          | 4147 Hamilton Ave.        | Cincinnati       | OH | 45223 | 913/428-3636 | **** |
| G135908 | FQSR, LLC (dba KBP Foods)          | 11970 Lebanon Rd.         | Cincinnati       | OH | 45241 | 913/428-3636 |      |
| G135905 | FQSR, LLC (dba KBP Foods)          | 850 Eastgate South Dr.    | Cincinnati       | OH | 45245 | 913/428-3636 |      |
| G135914 | FQSR, LLC (dba KBP Foods)          | 8505 Winton Rd.           | Cincinnati       | OH | 45231 | 913/428-3636 |      |
| G135861 | FQSR, LLC (dba KBP Foods)          | 7857 Beechmont Ave        | Cincinnati       | OH | 45255 | 913/428-3636 |      |
| G135720 | FQSR, LLC (dba KBP Foods)          | 1458 S. Court Street      | Circleville      | OH | 43113 | 913/428-3636 | **   |
| G135871 | FQSR, LLC (dba KBP Foods)          | 17585 Lakeshore Blvd      | Cleveland        | OH | 44119 | 913/428-3636 |      |
| K071178 | MITRA QSR KNE, LLC                 | 3036 Clark Avenue         | Cleveland        | OH | 44109 | 214/440-4144 |      |
| K071183 | MITRA QSR KNE, LLC                 | 2930 Carnegie Avenue      | Cleveland        | OH | 44115 | 214/440-4144 |      |

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| J625229 | Ampex Brands of Columbus, Inc.   | 688 E 5th Avenue                | Columbus       | OH | 43201 | 469/917-3800 |    |
| J625232 | Ampex Brands of Columbus, Inc.   | 1532 Georgesville Road          | Columbus       | OH | 43228 | 469/917-3800 | ** |
| J625226 | Ampex Brands of Columbus, Inc.   | 3663 South High Street          | Columbus       | OH | 43207 | 469/917-3800 |    |
| J625223 | Ampex Brands of Columbus, Inc.   | 711 Bethel Rd                   | Columbus       | OH | 43214 | 469/917-3800 |    |
| J625234 | Ampex Brands of Columbus, Inc.   | 4721 Morse Rd.                  | Columbus       | OH | 43230 | 469/917-3800 |    |
| J625216 | Ampex Brands of Columbus, Inc.   | 1990 E Main St                  | Columbus       | OH | 43205 | 469/917-3800 |    |
| J625215 | Ampex Brands of Columbus, Inc.   | 4828 W Broad St                 | Columbus       | OH | 43228 | 469/917-3800 |    |
| J625231 | Ampex Brands of Columbus, Inc.   | 1671 E Dublin-Granville Rd      | Columbus       | OH | 43229 | 469/917-3800 |    |
| J625222 | Ampex Brands of Columbus, Inc.   | 3142 Cleveland Ave              | Columbus       | OH | 43224 | 469/917-3800 |    |
| J625228 | Ampex Brands of Columbus, Inc.   | 6900 East Broad Street          | Columbus       | OH | 43213 | 469/917-3800 |    |
| J625227 | Ampex Brands of Columbus, Inc.   | 1414 Harrisburg Pike            | Columbus       | OH | 43223 | 469/917-3800 | ** |
| J625233 | Ampex Brands of Columbus 2, Inc. | 3819 E Broad St                 | Columbus       | OH | 43213 | 469/917-3800 |    |
| J625236 | Ampex Brands of Columbus, Inc.   | 3414 Sullivant Ave              | Columbus       | OH | 43204 | 469/917-3800 |    |
| C246002 | Widder Management, Ltd.          | 125 South Second Street         | Coshocton      | OH | 43812 | 614/873-6050 |    |
| J433007 | Kendall House, Inc.              | 1792 State Road                 | Cuyahoga Falls | OH | 44223 | 330/837-5041 |    |
| G135910 | FQSR, LLC (dba KBP Foods)        | 3131 Valley Pike                | Dayton         | OH | 45404 | 913/428-3636 |    |
| G135918 | FQSR, LLC (dba KBP Foods)        | 4645 N. Main Street             | Dayton         | OH | 45405 | 913/428-3636 |    |
| G135898 | FQSR, LLC (dba KBP Foods)        | 4023 W. 3rd St.                 | Dayton         | OH | 45417 | 913/428-3636 |    |
| F036008 | Dunn & Bowling, Ltd.             | 4458 Clio Road                  | Dayton         | OH | 45459 | 937/372-5223 |    |
| G135919 | FQSR, LLC (dba KBP Foods)        | 4207 Linden Avenue              | Dayton         | OH | 45432 | 913/428-3636 |    |
| G135874 | FQSR, LLC (dba KBP Foods)        | 948 South Clinton St.           | Defiance       | OH | 43512 | 913/428-3636 |    |
| G135648 | FQSR, LLC (dba KBP Foods)        | 134 South Sandusky Street       | Delaware       | OH | 43015 | 913/428-3636 |    |
| J433003 | Kendall House, Inc.              | 1030 Tuscarawas Avenue          | Dover          | OH | 44622 | 330/837-5041 |    |
| J625219 | Ampex Brands of Columbus, Inc.   | 6611 Sawmill Rd                 | Dublin         | OH | 43017 | 469/917-3800 |    |
| G135729 | FQSR, LLC (dba KBP Foods)        | 1200 North Barron Street        | Eaton          | OH | 45320 | 913/428-3636 |    |
| K071190 | MITRA QSR KNE, LLC               | 5210 Detroit Road               | Elyria         | OH | 44035 | 214/440-4144 |    |
| K071307 | MITRA QSR KNE, LLC               | 38315 Chestnut Ridge Road       | Elyria         | OH | 44035 | 214/440-4144 |    |
| K071182 | MITRA QSR KNE, LLC               | 26021 Euclid Avenue             | Euclid         | OH | 44132 | 214/440-4144 |    |
| G135907 | FQSR, LLC (dba KBP Foods)        | 440 N. Broad St.                | Fairborn       | OH | 45324 | 913/428-3636 |    |
| G135902 | FQSR, LLC (dba KBP Foods)        | 5188 Pleasant Ave.              | Fairfield      | OH | 45014 | 913/428-3636 |    |
| G135725 | FQSR, LLC (dba KBP Foods)        | 700 Trenton Avenue              | Findlay        | OH | 45840 | 913/428-3636 |    |
| G135752 | FQSR, LLC (dba KBP Foods)        | 1225 Tiffin Ave.                | Findlay        | OH | 45840 | 913/428-3636 |    |
| G135922 | FQSR, LLC (dba KBP Foods)        | 11992 Chase Plaza Drive         | Forest Park    | OH | 45240 | 913/428-3636 |    |
| G135906 | FQSR, LLC (dba KBP Foods)        | 3361 Towne Blvd.                | Franklin       | OH | 45005 | 913/428-3636 |    |
| G135717 | FQSR, LLC (dba KBP Foods)        | 1712 West State Street          | Fremont        | OH | 43420 | 913/428-3636 |    |
| F036009 | Dunn & Bowling, Ltd.             | 901 Portland Way North          | Galion         | OH | 44833 | 937/372-5223 |    |
| K198011 | KSK Management, Inc.             | 2206 Upper River Road           | Gallipolis     | OH | 45631 | 606/324-5421 |    |
| G135867 | FQSR, LLC (dba KBP Foods)        | 1010 S. Broadway                | Geneva         | OH | 44041 | 913/428-3636 |    |
| E720535 | Harman Management Corporation    | 670 Wagner Avenue               | Greenville     | OH | 45331 | 801/313-8000 |    |
| J625260 | Ampex Brands of Columbus, Inc.   | 2815 London Groveport Road      | Grove City     | OH | 43123 | 469/917-3800 |    |
| J625217 | Ampex Brands of Columbus, Inc.   | 1970 Stringtown Rd              | Grove City     | OH | 43123 | 469/917-3800 |    |
| G135855 | FQSR, LLC (dba KBP Foods)        | 3925 S Hamilton Rd              | Groveport      | OH | 43125 | 913/428-3636 |    |
| G135958 | FQSR, LLC (dba KBP Foods)        | 1001 Northwest Washington Blvd. | Hamilton       | OH | 45013 | 913/428-3636 | ** |
| G135966 | FQSR, LLC (dba KBP Foods)        | 10919 New Haven Road            | Harrison       | OH | 45030 | 913/428-3636 | *  |

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| J433005 | Kendall House, Inc.                | 821 West Maple Street            | Hartville          | OH | 44632 | 330/837-5041 | **** |
| F190019 | Jamyers II, Inc.                   | 780 South 30th Street            | Heath              | OH | 43056 | 740/345-0240 |      |
| J625235 | Ampex Brands of Columbus, Inc.     | 1785 Hilliard-Rome Rd            | Hilliard           | OH | 43026 | 469/917-3800 |      |
| G135706 | FQSR, LLC (dba KBP Foods)          | 301 Chillicothe Ave.             | Hillsboro          | OH | 45133 | 913/428-3636 |      |
| G135790 | FQSR, LLC (dba KBP Foods)          | 7150 Orchard Centre Drive        | Holland            | OH | 43528 | 913/428-3636 |      |
| G135913 | FQSR, LLC (dba KBP Foods)          | 6494 Brandt Pike                 | Huber Heights      | OH | 45424 | 913/428-3636 |      |
| G135724 | FQSR, LLC (dba KBP Foods)          | 816 E. Main Street               | Jackson            | OH | 45640 | 913/428-3636 |      |
| G135711 | FQSR, LLC (dba KBP Foods)          | 12394 U.S. State Route 35 NW     | Jeffersonville     | OH | 43128 | 913/428-3636 |      |
| F036006 | Dunn & Bowling, Ltd.               | 1001 E. Columbus St.             | Kenton             | OH | 43326 | 937/372-5223 |      |
| G135899 | FQSR, LLC (dba KBP Foods)          | 2109 E. Dorothy Ln.              | Kettering          | OH | 45420 | 913/428-3636 |      |
| K071184 | MITRA QSR KNE, LLC                 | 1560 West 117th Street           | Lakewood           | OH | 44107 | 214/440-4144 |      |
| G135788 | FQSR, LLC (dba KBP Foods)          | 1718 Memorial Dr.                | Lancaster          | OH | 43130 | 913/428-3636 |      |
| G135912 | FQSR, LLC (dba KBP Foods)          | 550 East Main                    | Lebanon            | OH | 45036 | 913/428-3636 |      |
| G135635 | FQSR, LLC (dba KBP Foods)          | 1300 Cameron Avenue              | Lewis Center       | OH | 43035 | 913/428-3636 | **   |
| G135924 | FQSR, LLC (dba KBP Foods)          | 4340 Hamilton Middletown Road    | Liberty Township   | OH | 45011 | 913/428-3636 |      |
| G135721 | FQSR, LLC (dba KBP Foods)          | 2723 Elida Road                  | Lima               | OH | 45805 | 913/428-3636 |      |
| H745001 | Colonel's of Logan, Inc.           | 198 South Mulberry Street        | Logan              | OH | 43138 | 740/385-6393 |      |
| G135646 | FQSR, LLC (dba KBP Foods)          | 66 East High Street              | London             | OH | 43140 | 913/428-3636 | **   |
| G135869 | FQSR, LLC (dba KBP Foods)          | 307 Highland Road East           | Macedonia          | OH | 44056 | 913/428-3636 |      |
| J433013 | Kendall House, Inc.                | 301 Ashland Road                 | Mansfield          | OH | 44905 | 330/837-5041 |      |
| J433014 | Kendall House, Inc.                | 1447 Lexington Avenue            | Mansfield          | OH | 44907 | 330/837-5041 |      |
| K071308 | MITRA QSR KNE, LLC                 | 5516 Warrensville Center Road    | Maple Heights      | OH | 44137 | 214/440-4144 |      |
| J625177 | Morgan's Restaurants of Ohio, Inc. | 401 Greene Street                | Marietta           | OH | 45750 | 469/917-3800 |      |
| G135647 | FQSR, LLC (dba KBP Foods)          | 1917 Marion - Mount Gillead Road | Marion             | OH | 43302 | 913/428-3636 |      |
| G135707 | FQSR, LLC (dba KBP Foods)          | 839 Delaware Avenue              | Marysville         | OH | 43040 | 913/428-3636 | **   |
| J433009 | Kendall House, Inc.                | 1209 Lincoln Way East            | Massillon          | OH | 44646 | 330/837-5041 |      |
| G135408 | FQSR, LLC (dba KBP Foods)          | 1010 Conant Street               | Maumee             | OH | 43537 | 913/428-3636 |      |
| K071191 | MITRA QSR KNE, LLC                 | 1136-1138 North Court Street     | Medina             | OH | 44256 | 214/440-4144 |      |
| K071186 | MITRA QSR KNE, LLC                 | 7843 Munson Road                 | Mentor On The Lake | OH | 44060 | 214/440-4144 |      |
| G135920 | FQSR, LLC (dba KBP Foods)          | 253 N Springboro Pike            | Miamisburg         | OH | 45449 | 913/428-3636 |      |
| G135903 | FQSR, LLC (dba KBP Foods)          | 2211 N. Verity Pky.              | Middletown         | OH | 45042 | 913/428-3636 |      |
| G135911 | FQSR, LLC (dba KBP Foods)          | 887 State Route 28               | Milford            | OH | 45150 | 913/428-3636 |      |
| 038897  | MRG Ohio, LLC                      | 1000 Valley Street               | Minerva            | OH | 44657 | 281/948-5455 | **** |
| G135945 | FQSR, LLC (dba KBP Foods)          | 109 Glover Drive                 | Mount Orab         | OH | 45154 | 913/428-3636 |      |
| J433004 | Kendall House, Inc.                | 301 West High Street             | Mount Vernon       | OH | 43050 | 330/837-5041 |      |
| G135708 | FQSR, LLC (dba KBP Foods)          | 4020 Rhodes Avenue               | New Boston         | OH | 45662 | 913/428-3636 |      |
| F190007 | Jamyers, Inc.                      | 38 North Cedar                   | Newark             | OH | 43055 | 740/345-0240 |      |
| J625139 | Morgan's Restaurants of Ohio, Inc. | 5684 Youngstown Warren Road      | Niles              | OH | 44446 | 469/917-3800 |      |
| J433002 | Kendall House, Inc.                | 4080 Portage                     | North Canton       | OH | 44720 | 330/837-5041 |      |
| K071185 | MITRA QSR KNE, LLC                 | 27901 Lorain Road                | North Olmsted      | OH | 44070 | 214/440-4144 |      |
| K071187 | MITRA QSR KNE, LLC                 | 5525 Royalton Road               | North Royalton     | OH | 44133 | 214/440-4144 |      |
| G010003 | Abalar Fast Foods, Inc.            | 223 Milan Avenue                 | Norwalk            | OH | 44857 | 614/885-4950 | **   |
| G135916 | FQSR, LLC (dba KBP Foods)          | 4478 Montgomery Rd.              | Norwood            | OH | 45212 | 913/428-3636 | **** |
| J089016 | Charter Foods, Inc.                | 120 North Jackson                | Oak Hill           | OH | 45656 | 423/587-0690 |      |

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| G135409 | FQSR, LLC (dba KBP Foods)          | 2224 Woodville Road        | Oregon                 | OH | 43616 | 913/428-3636 |      |
| G135868 | FQSR, LLC (dba KBP Foods)          | 200 Richmond Street        | Painesville            | OH | 44077 | 913/428-3636 |      |
| K071176 | MITRA QSR KNE, LLC                 | 5380 Pearl Road            | Parma                  | OH | 44129 | 214/440-4144 |      |
| D103001 | Dana Enterprises Limited           | 165 East Broad Street      | Pataskala              | OH | 43062 | 419/347-6351 |      |
| C248001 | Net Management, Ltd.               | 1810 Winderly Lane         | Pickerington           | OH | 43147 | 937/402-6159 | **   |
| E720534 | Harman Management Corporation      | 1251 East Ash Street       | Piqua                  | OH | 45356 | 801/313-8000 |      |
| D390008 | Crow's Steak House, Inc.           | 226 W. Main Street         | Pomeroy                | OH | 45769 | 740/416-1683 |      |
| G135710 | FQSR, LLC (dba KBP Foods)          | 3826 US Highway 23         | Portsmouth             | OH | 45662 | 913/428-3636 | **** |
| J625218 | Ampex Brands of Columbus, Inc.     | 2601 Brice Rd              | Reynoldsburg           | OH | 43068 | 469/917-3800 |      |
| G135428 | FQSR, LLC (dba KBP Foods)          | 10200 Old US 20            | Rossford               | OH | 43460 | 913/428-3636 |      |
| G135662 | FQSR, LLC (dba KBP Foods)          | 68733 Mall Ring Road       | Saint Clairsville      | OH | 43950 | 913/428-3636 | **   |
| J625137 | Morgan's Restaurants of Ohio, Inc. | 156 North Lincoln Avenue   | Salem                  | OH | 44460 | 469/917-3800 |      |
| H961001 | Twin Cedars, Inc.                  | 433 W. Perkins Ave.        | Sandusky               | OH | 44870 | 513/523-8217 |      |
| G010006 | William Douglas Fast Foods, Inc.   | 83 West Main Street        | Shelby                 | OH | 44875 | 614/885-4950 |      |
| G135731 | FQSR, LLC (dba KBP Foods)          | 55 S. Vandemark            | Sidney                 | OH | 45365 | 913/428-3636 |      |
| K071192 | MITRA QSR KNE, LLC                 | 6030 Enterprise Pkwy       | Solon                  | OH | 44139 | 214/440-4144 | **** |
| G135866 | FQSR, LLC (dba KBP Foods)          | 4001 Mayfield              | South Euclid           | OH | 44121 | 913/428-3636 |      |
| K198010 | KSK Management, Inc.               | 413 County Road 406        | South Point            | OH | 45680 | 606/324-5421 |      |
| F036001 | Dunn & Bowling, Ltd.               | 844 West Central Avenue    | Springboro             | OH | 45066 | 937/372-5223 |      |
| G135776 | FQSR, LLC (dba KBP Foods)          | 1520 Hillcrest Avenue      | Springfield            | OH | 45504 | 913/428-3636 |      |
| G135636 | FQSR, LLC (dba KBP Foods)          | 2407 E. Main Street        | Springfield            | OH | 45503 | 913/428-3636 |      |
| J625141 | Morgan's Restaurants of Ohio, Inc. | 4187 Sunset Boulevard      | Steubenville           | OH | 43952 | 469/917-3800 |      |
| K071188 | MITRA QSR KNE, LLC                 | 9119 State Route 14        | Streetsboro            | OH | 44241 | 214/440-4144 |      |
| K071189 | MITRA QSR KNE, LLC                 | 12827 Pearl Road           | Strongsville           | OH | 44136 | 214/440-4144 |      |
| G135634 | FQSR, LLC (dba KBP Foods)          | 7309 E State Rt. 37        | Sunbury                | OH | 43074 | 913/428-3636 | **   |
| F036010 | Dunn & Bowling, Ltd.               | 2004 W. State Route 18     | Tiffin                 | OH | 44883 | 937/372-5223 | **   |
| G135435 | FQSR, LLC (dba KBP Foods)          | 6790 W. Central Avenue     | Toledo                 | OH | 43617 | 913/428-3636 |      |
| G135621 | FQSR, LLC (dba KBP Foods)          | 523 E. Manhattan Blvd.     | Toledo                 | OH | 43608 | 913/428-3636 |      |
| G135411 | FQSR, LLC (dba KBP Foods)          | 1830 W. Laskey Road        | Toledo                 | OH | 43613 | 913/428-3636 |      |
| G135410 | FQSR, LLC (dba KBP Foods)          | 2902 Monroe Street         | Toledo                 | OH | 43606 | 913/428-3636 |      |
| G135412 | FQSR, LLC (dba KBP Foods)          | 3730 Secor Road            | Toledo                 | OH | 43623 | 913/428-3636 |      |
| F036007 | Dunn & Bowling, Ltd.               | 5321 Salem Avenue          | Trotwood               | OH | 45426 | 937/372-5223 |      |
| E720533 | Harman Management Corporation      | 21 South Stanfield Road    | Troy                   | OH | 45373 | 801/313-8000 |      |
| J433001 | Kendall House, Inc.                | 116 West McCauley Drive SE | Uhrichsville           | OH | 44683 | 330/837-5041 |      |
| F036011 | Dunn & Bowling, Ltd.               | 1290 North Warpole         | Upper Sandusky         | OH | 43351 | 937/372-5223 |      |
| E720532 | Harman Management Corporation      | 144 South Jefferson Avenue | Urbana                 | OH | 43078 | 801/313-8000 |      |
| G135730 | FQSR, LLC (dba KBP Foods)          | 420 East National Road     | Vandalia               | OH | 45377 | 913/428-3636 | **   |
| J433006 | Kendall House, Inc.                | 802 High Street            | Wadsworth              | OH | 44281 | 330/837-5041 |      |
| J625258 | Morgan's Restaurants of Ohio, Inc. | 855 West Market Street     | Warren                 | OH | 44481 | 469/917-3800 |      |
| J625134 | Morgan's Restaurants of Ohio, Inc. | 3445 Elm Road              | Warren                 | OH | 44483 | 469/917-3800 |      |
| K071180 | MITRA QSR KNE, LLC                 | 22855 Emery Road           | Warrensville Heights   | OH | 44128 | 214/440-4144 |      |
| G135712 | FQSR, LLC (dba KBP Foods)          | 342 West Court Street      | Washington Court House | OH | 43160 | 913/428-3636 |      |
| G135875 | FQSR, LLC (dba KBP Foods)          | 1180 N. Shoop Avenue       | Wauseon                | OH | 43567 | 913/428-3636 | *    |

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| G135743 | FQSR, LLC (dba KBP Foods)                          | 11670 U. S. 23 South             | Waverly         | OH | 45690 | 913/428-3636 |      |
| D815001 | Bowling Restaurant Group, LLC                      | 680 East Central Avenue          | West Carrollton | OH | 45449 | 937/623-8154 |      |
| G135713 | FQSR, LLC (dba KBP Foods)                          | 7469 Tylersville Road            | West Chester    | OH | 45069 | 913/428-3636 |      |
| G135925 | FQSR, LLC (dba KBP Foods)                          | 11191 State Route 41             | West Union      | OH | 45693 | 913/428-3636 | **** |
| J625230 | Ampex Brands of Columbus, Inc.                     | 525 S State Street               | Westerville     | OH | 43081 | 469/917-3800 |      |
| J625220 | Ampex Brands of Columbus, Inc.                     | 4449 E Main St                   | Whitehall       | OH | 43213 | 469/917-3800 |      |
| G010002 | Abalar Fast Foods, Inc.                            | 101 Walton Street                | Willard         | OH | 44890 | 614/885-4950 |      |
| G135872 | FQSR, LLC (dba KBP Foods)                          | 34400 Euclid Avenue              | Willoughby      | OH | 44094 | 913/428-3636 |      |
| G135873 | FQSR, LLC (dba KBP Foods)                          | 29050 Lake Shore Boulevard       | Willowick       | OH | 44095 | 913/428-3636 |      |
| G135705 | FQSR, LLC (dba KBP Foods)                          | 127 East Main                    | Wilmington      | OH | 45177 | 913/428-3636 |      |
| J318002 | Jefferis Foods, LLC                                | 116 North Main Street            | Woodsfield      | OH | 43793 | 740/472-4401 | **** |
| J433008 | Kendall House, Inc.                                | 440 Beall Avenue                 | Wooster         | OH | 44691 | 330/837-5041 |      |
| G135897 | FQSR, LLC (dba KBP Foods)                          | 124 W. Main St.                  | Xenia           | OH | 45385 | 913/428-3636 |      |
| J625192 | Morgan's Restaurants of Ohio, Inc.                 | 3717 Belmont Avenue              | Youngstown      | OH | 44505 | 469/917-3800 |      |
| J625140 | Morgan's Restaurants of Ohio, Inc.                 | 3299 Canfield Road               | Youngstown      | OH | 44511 | 469/917-3800 |      |
| J625158 | Morgan's Restaurants of Ohio, Inc.                 | 6636 South Avenue                | Youngstown      | OH | 44512 | 469/917-3800 |      |
| J433016 | Kendall House, Inc.                                | 2113 Maysville                   | Zanesville      | OH | 43701 | 330/837-5041 |      |
| J433017 | Kendall House, Inc.                                | 2160 Maple Avenue                | Zanesville      | OH | 43701 | 330/837-5041 |      |
| G135939 | FQSR, LLC (dba KBP Foods)                          | 501 N. Mississippi               | Ada             | OK | 74820 | 913/428-3636 |      |
| J625272 | Ampex Brands of Duncan, Inc.                       | 1215 N. Main St.                 | Altus           | OK | 73521 | 469/917-3800 |      |
| J625270 | Ampex Brands of Duncan, Inc.                       | 2615 W. Broadway Street          | Ardmore         | OK | 73401 | 469/917-3800 |      |
| D372045 | SC Food Group, LLC                                 | 3125 E. Frank Phillips Boulevard | Bartlesville    | OK | 74006 | 203/526-6886 |      |
| C975107 | Bixby Chicken, LLC                                 | 11713 S. Memorial Drive          | Bixby           | OK | 74008 | 918/970-4296 |      |
| C180033 | A & W Enterprises, L.L.C.                          | 6155 S. Garnett Road             | Broken Arrow    | OK | 74012 | 918/426-0790 |      |
| C180034 | A & W Enterprises, L.L.C.                          | 1341 E. Kenosha Street           | Broken Arrow    | OK | 74012 | 918/426-0790 |      |
| G135473 | FQSR, LLC (dba KBP Foods)                          | 1228 S. Fourth Street            | Chickasha       | OK | 73018 | 913/428-3636 |      |
| D372053 | SC Food Group, LLC                                 | 1760 State Highway 66            | Claremore       | OK | 74017 | 203/526-6886 |      |
| H501003 | Larry D. Hoover and Julie Hoover                   | 723 E. Main Street               | Cushing         | OK | 74023 | 918/224-6186 |      |
| J625203 | Ampex Brands of Duncan, Inc.                       | 1208 N. Highway 81               | Duncan          | OK | 73533 | 469/917-3800 |      |
| C975066 | Durant Chicken, LLC                                | 2403 W. Main Street              | Durant          | OK | 74701 | 918/970-4296 |      |
| J625257 | Ampex Brands of OKC, Inc.                          | 2107 W Danforth Rd               | Edmond          | OK | 73003 | 469/917-3800 |      |
| J625256 | Ampex Brands of OKC, Inc.                          | 1609 E 2nd Street                | Edmond          | OK | 73034 | 469/917-3800 |      |
| K071173 | MITRA QSR KNE, LLC                                 | 2250 S. Country Club Rd          | El Reno         | OK | 73036 | 214/440-4144 |      |
| G135406 | FQSR, LLC (dba KBP Foods)                          | 2710 W. Third Street             | Elk City        | OK | 73644 | 913/428-3636 |      |
| K025003 | L.P. Buller, L.L.C.                                | 3904 W. Owen K. Garriot          | Enid            | OK | 73703 | 580/234-0073 |      |
| C180019 | Kentucky Fried Chicken of McAlester, Oklahoma, Inc | 414 E. Main Street               | Henryetta       | OK | 74437 | 918/426-0790 |      |
| D372068 | SC Food Group, LLC                                 | 1311 East Jackson                | Hugo            | OK | 74743 | 203/526-6886 |      |
| D372069 | SC Food Group, LLC                                 | 1808 SE Washington Street        | Idabel          | OK | 74745 | 203/526-6886 |      |
| H271001 | JENKS MACK LLC                                     | 212 E. Main Street               | Jenks           | OK | 74037 | 918/299-2006 |      |
| K071174 | MITRA QSR KNE, LLC                                 | 1015 South Main                  | Kingfisher      | OK | 73750 | 214/440-4144 | **** |
| K071020 | Mitra Midwest Operations, LLC                      | 4702 NW Cache Rd.                | Lawton          | OK | 73505 | 214/440-4144 |      |
| C180011 | Kentucky Fried Chicken of McAlester, Oklahoma, Inc | 707 George Nigh Expressway       | McAlester       | OK | 74501 | 918/426-0790 |      |

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| J625253 | Ampex Brands of OKC, Inc.                          | 2830 South Douglas Blvd      | Midwest City  | OK | 73130 | 469/917-3800 |      |
| J625238 | Ampex Brands of OKC, Inc.                          | 1200 N Moore Ave             | Moore         | OK | 73160 | 469/917-3800 |      |
| G135576 | FQSR, LLC (dba KBP Foods)                          | 2006 North Main              | Muskogee      | OK | 74401 | 913/428-3636 |      |
| J625266 | Ampex Brands of Duncan, Inc.                       | 221 North Mustang Road       | Mustang       | OK | 73064 | 469/917-3800 |      |
| G135472 | FQSR, LLC (dba KBP Foods)                          | 909 NW 32nd Street           | Newcastle     | OK | 73065 | 913/428-3636 | **** |
| J625252 | Ampex Brands of OKC, Inc.                          | 1801 W. Lindsey St.          | Norman        | OK | 73069 | 469/917-3800 |      |
| J625240 | Ampex Brands of OKC, Inc.                          | 1201 E Alameda St            | Norman        | OK | 73071 | 469/917-3800 |      |
| J625245 | Ampex Brands of OKC, Inc.                          | 5917 S Shields Blvd          | Oklahoma City | OK | 73129 | 469/917-3800 |      |
| J625246 | Ampex Brands of OKC, Inc.                          | 4621 NW 39th Street          | Oklahoma City | OK | 73122 | 469/917-3800 |      |
| J625248 | Ampex Brands of OKC, Inc.                          | 2231 NW 23rd St.             | Oklahoma City | OK | 73107 | 469/917-3800 |      |
| J625251 | Ampex Brands of OKC, Inc.                          | 12330 N. Pennsylvania Ave.   | Oklahoma City | OK | 73120 | 469/917-3800 |      |
| J625254 | Ampex Brands of OKC, Inc.                          | 8950 NE 23rd Street          | Oklahoma City | OK | 73141 | 469/917-3800 |      |
| J625264 | Ampex Brands of OKC, Inc.                          | 6000 N. May Avenue           | Oklahoma City | OK | 73112 | 469/917-3800 |      |
| J625243 | Ampex Brands of OKC, Inc.                          | 2903 SW 29th St              | Oklahoma City | OK | 73119 | 469/917-3800 |      |
| J625241 | Ampex Brands of OKC, Inc.                          | 5008 SE 29th St              | Oklahoma City | OK | 73115 | 469/917-3800 |      |
| J625242 | Ampex Brands of OKC, Inc.                          | 7617 S Western Ave           | Oklahoma City | OK | 73139 | 469/917-3800 |      |
| J625244 | Ampex Brands of OKC, Inc.                          | 7120 NW Expressway           | Oklahoma City | OK | 73132 | 469/917-3800 |      |
| J625255 | Ampex Brands of OKC, Inc.                          | 5901 SW 4th Terrace          | Oklahoma City | OK | 73128 | 469/917-3800 |      |
| C180035 | Peaceable Valley, L.L.C.                           | 1016 E. Sixth Street         | Okmulgee      | OK | 74447 | 918/426-0790 |      |
| C180025 | A & W Enterprises, L.L.C.                          | 202 S. Dogwood Street        | Owasso        | OK | 74055 | 918/426-0790 |      |
| D020001 | Bunch Enterprises, Inc.                            | 1308 Princeton               | Ponca City    | OK | 74601 | 580/762-4049 |      |
| D372046 | SC Food Group, LLC                                 | 2 S. Mill Street             | Pryor         | OK | 74361 | 203/526-6886 |      |
| D372044 | SC Food Group, LLC                                 | 206 N. Wilson                | Sand Springs  | OK | 74063 | 203/526-6886 |      |
| H271002 | MACKFC, L.L.C.                                     | 501 S. Main Street           | Sapulpa       | OK | 74066 | 918/299-2006 |      |
| C180020 | Kentucky Fried Chicken of McAlester, Oklahoma, Inc | 1101 North Milt Phillips     | Seminole      | OK | 74868 | 918/426-0790 |      |
| J625247 | Ampex Brands of OKC, Inc.                          | 240 Shawnee Mall Drive       | Shawnee       | OK | 74804 | 469/917-3800 |      |
| J625250 | Ampex Brands of OKC, Inc.                          | 1408 N. Harrison St.         | Shawnee       | OK | 74801 | 469/917-3800 |      |
| K025012 | L.P. Buller, L.L.C.                                | 715 W. Sixth Avenue          | Stillwater    | OK | 74074 | 580/234-0073 |      |
| C180003 | Kentucky Fried Chicken of McAlester, Oklahoma, Inc | 1614 S. Muskogee Avenue      | Tahlequah     | OK | 74464 | 918/426-0790 |      |
| D372038 | SC Food Group, LLC                                 | 7180 S. Memorial Drive       | Tulsa         | OK | 74133 | 203/526-6886 |      |
| D372040 | SC Food Group, LLC                                 | 7304 E. Admiral Blvd.        | Tulsa         | OK | 74115 | 203/526-6886 |      |
| D372050 | SC Food Group, LLC                                 | 4707 N. Peoria Avenue        | Tulsa         | OK | 74126 | 203/526-6886 |      |
| D372039 | SC Food Group, LLC                                 | 11104 E. 21st Street         | Tulsa         | OK | 74129 | 203/526-6886 |      |
| D372105 | SC Food Group, LLC                                 | 4926 S. Union Avenue         | Tulsa         | OK | 74107 | 203/526-6886 |      |
| D372042 | SC Food Group, LLC                                 | 4235 S. Peoria Ave.          | Tulsa         | OK | 74105 | 203/526-6886 |      |
| K025002 | L.P. Buller, L.L.C.                                | 2411 Oklahoma Ave            | Woodward      | OK | 73801 | 580/234-0073 | **** |
| J625239 | Ampex Brands of OKC, Inc.                          | 1301 Garth Brooks Blvd.      | Yukon         | OK | 73099 | 469/917-3800 |      |
| D947005 | The Chick, Inc.                                    | 2145 Pacific Boulevard       | Albany        | OR | 97321 | 503/910-9524 | *    |
| C748018 | Northwest Restaurants Oregon, Inc.                 | 18735 S.W. Tualatin          | Aloha         | OR | 97006 | 425/486-6336 |      |
| C750004 | LRG Restaurant Group, LLC                          | 325 West Marine Drive        | Astoria       | OR | 97103 | 541/273-4639 |      |
| C748019 | Northwest Restaurants Oregon, Inc.                 | 3340 SW Cedar Hills Blvd.    | Beaverton     | OR | 97005 | 425/486-6336 |      |
| C748022 | Northwest Restaurants Oregon, Inc.                 | 10190 SW Beaverton Hillsdale | Beaverton     | OR | 97005 | 425/486-6336 | *    |

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| C750155 | LRG Restaurant Group, LLC          | 61355 South Highway 97                | Bend          | OR | 97702 | 541/273-4639 |      |
| F122001 | J.A. Sutherland, Inc.              | 350 5th Street                        | Brookings     | OR | 97415 | 70747621147  | **** |
| C748040 | Northwest Restaurants Oregon, Inc. | 1101 S.W. First Avenue                | Canby         | OR | 97013 | 425/486-6336 | *    |
| C750163 | LRG Restaurant Group, LLC          | 250 Penninger Road                    | Central Point | OR | 97502 | 541/273-4639 |      |
| C748023 | Northwest Restaurants Oregon, Inc. | 10185 S.E. Sunnyside Rd.              | Clackamas     | OR | 97015 | 425/486-6336 | *    |
| D947004 | The Chick, Inc.                    | 1775 North Ninth Street               | Corvallis     | OR | 97330 | 503/910-9524 |      |
| C750162 | LRG Restaurant Group, LLC          | 1530 Gateway Blvd.                    | Cottage Grove | OR | 97424 | 541/273-4639 |      |
| C750165 | LRG Restaurant Group, LLC          | 3175 W. 11th Avenue                   | Eugene        | OR | 97402 | 541/273-4639 |      |
| C750159 | LRG Restaurant Group, LLC          | 2545 River Road                       | Eugene        | OR | 97404 | 541/273-4639 |      |
| C750166 | LRG Restaurant Group, LLC          | 280 NE Beacon Drive                   | Grants Pass   | OR | 97526 | 541/273-4639 |      |
| C748016 | Northwest Restaurants Oregon, Inc. | 205 NW Burnside St.                   | Gresham       | OR | 97030 | 425/486-6336 |      |
| C748041 | Northwest Restaurants Oregon, Inc. | 7340 NW Butler Road                   | Hillsboro     | OR | 97124 | 425/486-6336 | *    |
| C748014 | Northwest Restaurants Oregon, Inc. | 115 SW Oak St.                        | Hillsboro     | OR | 97123 | 425/486-6336 |      |
| C750154 | LRG Restaurant Group, LLC          | 4404 South 6th Street                 | Klamath Falls | OR | 97603 | 541/273-4639 |      |
| C750175 | LRG Restaurant Group, LLC          | 1706 Adams Avenue                     | La Grande     | OR | 97850 | 541/273-4639 |      |
| D947013 | The Chick, Inc.                    | 51 Cascade Drive                      | Lebanon       | OR | 97355 | 503/910-9524 | *    |
| C411001 | Roark Partners, LLC                | 1075 SW Highway 97                    | Madras        | OR | 97741 | 541/678-5214 | *    |
| C750036 | LRG Restaurant Group, LLC          | 2570 Northeast 99 W                   | McMinnville   | OR | 97128 | 541/273-4639 |      |
| C750167 | LRG Restaurant Group, LLC          | 1408 Center Drive                     | Medford       | OR | 97501 | 541/273-4639 |      |
| D947009 | EDD Corporation                    | 380 S. Pacific Highway                | Monmouth      | OR | 97361 | 503/910-9524 | *    |
| C750001 | LRG Restaurant Group, LLC          | 2273 Newmark Street                   | North Bend    | OR | 97459 | 541/273-4639 |      |
| C750062 | LRG Restaurant Group, LLC          | 1639 E. Idaho Avenue                  | Ontario       | OR | 97914 | 503/338-6821 | *    |
| C748021 | Northwest Restaurants Oregon, Inc. | 1308 Molalla Ave.                     | Oregon City   | OR | 97045 | 425/486-6336 | *    |
| C748015 | Northwest Restaurants Oregon, Inc. | 1101 Main St.                         | Oregon City   | OR | 97045 | 425/486-6336 |      |
| C750142 | LRG Restaurant Group, LLC          | 1615 S.W. Emigrant Avenue             | Pendleton     | OR | 97801 | 541/273-4639 |      |
| C748017 | Northwest Restaurants Oregon, Inc. | 14515 SE Division St.                 | Portland      | OR | 97236 | 425/486-6336 |      |
| C748010 | Northwest Restaurants Oregon, Inc. | 8131 SE Powell Blvd.                  | Portland      | OR | 97206 | 425/486-6336 | *    |
| C748011 | Northwest Restaurants Oregon, Inc. | 12124 NE Glisan St.                   | Portland      | OR | 97220 | 425/486-6336 |      |
| C748012 | Northwest Restaurants Oregon, Inc. | 7641 SW Barbur Blvd.                  | Portland      | OR | 97219 | 425/486-6336 |      |
| C748013 | Northwest Restaurants Oregon, Inc. | 5721 NE Martin Luther King            | Portland      | OR | 97211 | 425/486-6336 |      |
| C750156 | LRG Restaurant Group, LLC          | 1719 S.W. Wickiup Avenue              | Redmond       | OR | 97756 | 541/273-4639 |      |
| J118006 | Graja, Inc.                        | 327 Northwest Garden Valley Boulevard | Roseburg      | OR | 97470 | 360/425-3982 |      |
| D947002 | The Chick, Inc.                    | 3133 Broadway Northeast               | Salem         | OR | 97303 | 503/910-9524 |      |
| D947003 | The Chick, Inc.                    | 3702 Commercial, Southeast            | Salem         | OR | 97302 | 503/910-9524 |      |
| D947007 | EDD Corporation                    | 3937 Devonshire Avenue, Northeast     | Salem         | OR | 97305 | 503/910-9524 | *    |
| D947001 | The Chick, Inc.                    | 902 Lancaster Northeast               | Salem         | OR | 97301 | 503/910-9524 |      |
| C748020 | Northwest Restaurants Oregon, Inc. | 37495 Highway 26                      | Sandy         | OR | 97055 | 425/486-6336 |      |
| J118001 | Graja, Inc.                        | 601 South Roosevelt                   | Seaside       | OR | 97138 | 360/425-3982 | **** |
| C748039 | Northwest Restaurants Oregon, Inc. | 15971 S.W. Tualatin Sherwood Road     | Sherwood      | OR | 97140 | 425/486-6336 | *    |
| D947010 | The Chick, Inc.                    | 605 West C Street                     | Silverton     | OR | 97381 | 503/910-9524 | **** |
| C750160 | LRG Restaurant Group, LLC          | 2575 Olympic Street                   | Springfield   | OR | 97477 | 541/273-4639 |      |
| C750161 | LRG Restaurant Group, LLC          | 3230 Gateway Street                   | Springfield   | OR | 97477 | 541/273-4639 |      |
| C750002 | LRG Restaurant Group, LLC          | 2700 W. 6th Street                    | The Dalles    | OR | 97058 | 541/273-4639 |      |
| J118003 | Graja, Inc.                        | 2601 Newburg Highway                  | Woodburn      | OR | 97071 | 360/425-3982 |      |

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| J137002 | JSB Management, Inc.                       | 1833 S. 4th Street                 | Allentown       | PA | 18103 | 570/287-6216 |      |
| J625135 | Morgan's Restaurants of Pennsylvania, Inc. | 4673 William Flynn Highway         | Allison Park    | PA | 15101 | 469/917-3800 |      |
| K071292 | Mitra Midwest Operations, LLC              | 594 West Plank Road                | Altoona         | PA | 16602 | 214/440-4144 |      |
| J089013 | Charter Central, LLC                       | 2666 Constitution Boulevard        | Beaver Falls    | PA | 15010 | 423/587-0690 |      |
| J625151 | Morgan's Restaurants of Pennsylvania, Inc. | 865 Rostraver Road                 | Belle Vernon    | PA | 15012 | 469/917-3800 |      |
| J625176 | Morgan's Restaurants of Pennsylvania, Inc. | 4306 Ohio River Blvd.              | Bellevue        | PA | 15202 | 469/917-3800 |      |
| J625193 | Morgan's Restaurants of Pennsylvania, Inc. | 5153 Library Road                  | Bethel Park     | PA | 15102 | 469/917-3800 |      |
| J138003 | Lar-Mac, Inc.                              | 2571 Easton Avenue                 | Bethlehem       | PA | 18017 | 570/287-6216 |      |
| J138002 | Bower II, Inc.                             | 2184 W. Union Blvd.                | Bethlehem       | PA | 18018 | 570/287-6216 |      |
| C253005 | Kokolas Management Company                 | 185 Columbia Mall Drive            | Bloomsburg      | PA | 17815 | 570/662-2558 |      |
| J137003 | Bower and Son, Inc.                        | 1693 Rt 209                        | Brodheads ville | PA | 18322 | 570/287-6216 | **** |
| K071092 | MITRA QSR KNE, LLC                         | 3515 Edgmont Ave.                  | Brookhaven      | PA | 19015 | 214/440-4144 | **** |
| J625263 | Morgan's Restaurants of Pennsylvania, Inc. | 218 New Castle Road                | Butler          | PA | 16001 | 469/917-3800 |      |
| J089006 | Charter Central, LLC                       | 109 Cavasina Drive                 | Canonsburg      | PA | 15317 | 423/587-0690 | **** |
| H730051 | Kazi Foods of New Jersey, Inc.             | 1226 Lincoln Way East              | Chambersburg    | PA | 17201 | 818/540-5497 |      |
| K273030 | PAK Summit Management Inc.                 | 900 South State Street             | Clarks Summit   | PA | 18411 | 718/721-2500 |      |
| C253007 | Kokolas Management Company                 | 14555 Clearfield Shawville Highway | Clearfield      | PA | 16830 | 570/662-2558 |      |
| K071095 | MITRA QSR KNE, LLC                         | 5311 W. Baltimore Avenue           | Clifton Heights | PA | 19018 | 214/440-4144 | **** |
| J625171 | Morgan's Restaurants of Pennsylvania, Inc. | 6901 University Boulevard          | Coraopolis      | PA | 15108 | 469/917-3800 |      |
| K071302 | MITRA QSR KNE, LLC                         | 4490 Admiral Peary Highway         | Ebensburg       | PA | 15931 | 214/440-4144 |      |
| H730045 | Kazi Foods of New Jersey, Inc.             | 275 N. Reading Road                | Ephrata         | PA | 17522 | 818/540-5497 |      |
| J625156 | Morgan's Restaurants of Pennsylvania, Inc. | 4410 Buffalo Road                  | Erie            | PA | 16510 | 469/917-3800 |      |
| J625161 | Morgan's Restaurants of Pennsylvania, Inc. | 1116 Parade Street                 | Erie            | PA | 16503 | 469/917-3800 |      |
| J625155 | Morgan's Restaurants of Pennsylvania, Inc. | 2656 West 12th Street              | Erie            | PA | 16505 | 469/917-3800 |      |
| J625160 | Morgan's Restaurants of Pennsylvania, Inc. | 5933 Peach Street                  | Erie            | PA | 16509 | 469/917-3800 |      |
| D131001 | MAA DURGA Enterprise, LLC                  | 49 Robin Hood Drive                | Etters          | PA | 17319 | 609/577-3895 | **** |
| K071089 | MITRA QSR KNE, LLC                         | 104 N. Pottstown Pike              | Exton           | PA | 19341 | 214/440-4144 | **** |
| K273017 | PAK Eynon Management, Inc.                 | 531 Scranton-Carbondale Highway    | Eynon           | PA | 18403 | 718/721-2500 |      |
| K071083 | MITRA QSR KNE, LLC                         | 432 Lincoln Hwy.                   | Fairless Hills  | PA | 19030 | 214/440-4144 |      |
| G135763 | FQSR, LLC (dba KBP Foods)                  | 539 Steinwehr Avenue               | Gettysburg      | PA | 17325 | 913/428-3636 |      |
| J625152 | Morgan's Restaurants of Pennsylvania, Inc. | 5299 Route 30                      | Greensburg      | PA | 15601 | 469/917-3800 |      |
| K273031 | PAK Hamlin Management Inc.                 | 569 Hamlin Hwy.                    | Hamlin          | PA | 18427 | 718/721-2500 |      |
| K071296 | MITRA QSR KNE, LLC                         | 1170 Carlisle Avenue               | Hanover         | PA | 17331 | 214/440-4144 |      |
| J625173 | Morgan's Restaurants of Pennsylvania, Inc. | 1 Harmar Landing Drive             | Harmarville     | PA | 15238 | 469/917-3800 |      |
| H730049 | Kazi Foods of New Jersey, Inc.             | 3819 Walnut Street                 | Harrisburg      | PA | 17109 | 818/540-5497 |      |
| K273015 | PAK Hazleton Management Inc.               | 650 East Broad Street              | Hazleton        | PA | 18201 | 718/721-2500 |      |
| J625136 | Morgan's Restaurants of Pennsylvania, Inc. | 100 S. Hermitage Road              | Hermitage       | PA | 16148 | 469/917-3800 |      |
| J625163 | Morgan's Restaurants of Pennsylvania, Inc. | 222 W. 8th Ave.                    | Homestead       | PA | 15120 | 469/917-3800 |      |
| H730089 | Kazi Foods of New Jersey, Inc.             | 603 East Main Street               | Hummelstown     | PA | 17036 | 818/540-5497 |      |
| J625145 | Morgan's Restaurants of Pennsylvania, Inc. | 9390 Route 30                      | Irwin           | PA | 15642 | 469/917-3800 |      |
| J625262 | Morgan's Restaurants of Pennsylvania, Inc. | 1007 Scalp Avenue                  | Johnstown       | PA | 15904 | 469/917-3800 |      |
| C253003 | Kokolas Management Company                 | 523 Wyoming Avenue                 | Kingston        | PA | 18704 | 570/662-2558 |      |
| J089012 | Charter Central, LLC                       | 14 Hilltop Plaza                   | Kittanning      | PA | 16201 | 423/587-0690 |      |
| H730054 | Kazi Foods of New Jersey, Inc.             | 1535 Manheim Pike                  | Lancaster       | PA | 17601 | 818/540-5497 |      |

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| H730042 | Kazi Foods of New Jersey, Inc.             | 1533 Columbia Avenue           | Lancaster      | PA | 17603 | 818/540-5497 |      |
| H730044 | Kazi Foods of New Jersey, Inc.             | 2333 Rockvale Road             | Lancaster      | PA | 17602 | 818/540-5497 | **   |
| J625150 | Morgan's Restaurants of Pennsylvania, Inc. | 1004 Latrobe Thirty Plaza      | Latrobe        | PA | 15650 | 469/917-3800 |      |
| H730046 | Kazi Foods of New Jersey, Inc.             | 1505 Cumberland Street         | Lebanon        | PA | 17042 | 818/540-5497 |      |
| H730050 | Kazi Foods of New Jersey, Inc.             | 313 Lowther Street             | Lemoyne        | PA | 17043 | 818/540-5497 |      |
| G050001 | T & D Foods, Inc.                          | 33 North Derr Drive            | Lewisburg      | PA | 17837 | 570/524-2657 | **** |
| D198001 | Sunbeam Lewistown, Inc.                    | 221 Electric Avenue            | Lewistown      | PA | 17044 | 908/251-3083 |      |
| C253008 | Kokolas Management Company                 | 109 Bellefonte Avenue          | Lock Haven     | PA | 17745 | 570/662-2558 |      |
| C253006 | Kokolas Management Company                 | 1320 South Main Street         | Mansfield      | PA | 16933 | 570/662-2558 |      |
| J089007 | Charter Central, LLC                       | 6190 Steubenville Pike         | McKees Rocks   | PA | 15136 | 423/587-0690 | **** |
| J625165 | Morgan's Restaurants of Pennsylvania, Inc. | 640 Longrun Road; Olympia Ctr. | McKeesport     | PA | 15132 | 469/917-3800 |      |
| D080004 | Kentucky Fried Chicken of Meadville, Inc.  | 18838 Park Avenue Plaza        | Meadville      | PA | 16335 | 814/450-9293 |      |
| H730048 | Kazi Foods of New Jersey, Inc.             | 6557 Carlisle Pike             | Mechanicsburg  | PA | 17050 | 818/540-5497 | **   |
| J625175 | Morgan's Restaurants of Pennsylvania, Inc. | 3770 William Penn Hwy.         | Monroeville    | PA | 15146 | 469/917-3800 |      |
| H495019 | RCAP, Inc.                                 | 89 Oak St                      | Mount Pocono   | PA | 18344 | 570/287-6216 |      |
| J625143 | Morgan's Restaurants of Pennsylvania, Inc. | 4400 William Penn Highway      | Murrysville    | PA | 15668 | 469/917-3800 |      |
| J089014 | Charter Central, LLC                       | 2407 Wilmington Road           | New Castle     | PA | 16105 | 423/587-0690 | **** |
| J625259 | Morgan's Restaurants of Pennsylvania, Inc. | 745 4th Street                 | New Kensington | PA | 15068 | 469/917-3800 |      |
| D131003 | Manish K. Patel                            | 1 N Londonderry Square         | Palmyra        | PA | 17078 | 609/577-3895 |      |
| K071098 | MITRA QSR KNE, LLC                         | 527 Franklin Mills Circle      | Philadelphia   | PA | 19154 | 214/440-4144 |      |
| K071064 | MITRA QSR KNE, LLC                         | 5700 Baltimore Ave             | Philadelphia   | PA | 19143 | 214/440-4144 |      |
| K071065 | MITRA QSR KNE, LLC                         | 6114 Lancaster Ave             | Philadelphia   | PA | 19151 | 214/440-4144 |      |
| K071067 | MITRA QSR KNE, LLC                         | 716 Adams Ave                  | Philadelphia   | PA | 19124 | 214/440-4144 |      |
| K071061 | MITRA QSR KNE, LLC                         | 411 W. Oregon Ave.             | Philadelphia   | PA | 19148 | 214/440-4144 |      |
| K071071 | MITRA QSR KNE, LLC                         | 3655 Aramingo Ave              | Philadelphia   | PA | 19134 | 214/440-4144 |      |
| K071072 | MITRA QSR KNE, LLC                         | 3032 North Broad St.           | Philadelphia   | PA | 19132 | 214/440-4144 | **** |
| K071069 | MITRA QSR KNE, LLC                         | 4001 N 5th St                  | Philadelphia   | PA | 19140 | 214/440-4144 | **** |
| K071070 | MITRA QSR KNE, LLC                         | 177 W Allegheny Ave            | Philadelphia   | PA | 19133 | 214/440-4144 | **** |
| K071099 | MITRA QSR KNE, LLC                         | 2422 W Passyunk Avenue         | Philadelphia   | PA | 19145 | 214/440-4144 | **** |
| K071062 | MITRA QSR KNE, LLC                         | 5840 Old York Rd               | Philadelphia   | PA | 19141 | 214/440-4144 | **** |
| K071073 | MITRA QSR KNE, LLC                         | 2875 W Dauphin St              | Philadelphia   | PA | 19132 | 214/440-4144 |      |
| K071076 | MITRA QSR KNE, LLC                         | 6417 Harbison Ave.             | Philadelphia   | PA | 19149 | 214/440-4144 | **** |
| K071066 | MITRA QSR KNE, LLC                         | 1200 N Broad St                | Philadelphia   | PA | 19121 | 214/440-4144 |      |
| K071063 | MITRA QSR KNE, LLC                         | 161 W Cheltenham Ave           | Philadelphia   | PA | 19144 | 214/440-4144 |      |
| K071088 | MITRA QSR KNE, LLC                         | 6240 Stenton Avenue            | Philadelphia   | PA | 19138 | 214/440-4144 |      |
| K071096 | MITRA QSR KNE, LLC                         | 7350 Oxford Avenue             | Philadelphia   | PA | 19111 | 214/440-4144 |      |
| J089008 | Charter Central, LLC                       | 85 Blazier Drive               | Pittsburgh     | PA | 15237 | 423/587-0690 | **** |
| J625172 | Morgan's Restaurants of Pennsylvania, Inc. | 4915 Baum Blvd.                | Pittsburgh     | PA | 15213 | 469/917-3800 |      |
| J625174 | Morgan's Restaurants of Pennsylvania, Inc. | 1100 Brownsville Rd.           | Pittsburgh     | PA | 15210 | 469/917-3800 |      |
| J625166 | Morgan's Restaurants of Pennsylvania, Inc. | 278 Yost Blvd.                 | Pittsburgh     | PA | 15221 | 469/917-3800 |      |
| J625185 | Morgan's Restaurants of Pennsylvania, Inc. | 210 Rodi Rd.                   | Pittsburgh     | PA | 15235 | 469/917-3800 |      |
| J625170 | Morgan's Restaurants of Pennsylvania, Inc. | 5130 Clairton Blvd.            | Pittsburgh     | PA | 15236 | 469/917-3800 |      |
| J138001 | RCRB, Inc.                                 | 419 S. Claude A Lord Blvd.     | Pottsville     | PA | 17901 | 570/287-6216 |      |
| J130029 | Oak Restaurants, LLC                       | 5800 Perkiomen Avenue          | Reading        | PA | 19606 | 610/260-1500 | **** |

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| H730052 | Kazi Foods of New Jersey, Inc.             | 241 Lancaster Pike West          | Reading         | PA | 19607 | 818/540-5497 |      |
| H730058 | Kazi Foods of New Jersey, Inc.             | 3120 5th Street Highway          | Reading         | PA | 19605 | 818/540-5497 |      |
| K071090 | MITRA QSR KNE, LLC                         | 947 S. Township Line Road        | Royersford      | PA | 19468 | 214/440-4144 | **** |
| J137001 | JG&G, Inc.                                 | 462 N. Keystone Avenue           | Sayre           | PA | 18840 | 570/287-6216 | **** |
| K273016 | PAK Scranton Management Inc.               | 1831 Keyser Avenue               | Scranton        | PA | 18508 | 718/721-2500 |      |
| L480001 | V & L Drive-In, Inc.                       | 3079 N Susquehanna Trail         | Shamokin Dam    | PA | 17876 | 570/743-2822 |      |
| H730250 | Kazi Foods of New Jersey, Inc.             | 3 Airport Road                   | Shippensburg    | PA | 17257 | 818/540-5497 | **** |
| J625261 | Morgan's Restaurants of Pennsylvania, Inc. | 710 N. Center Avenue             | Somerset        | PA | 15501 | 469/917-3800 | **   |
| K071077 | MITRA QSR KNE, LLC                         | 835 West Sproul Rd               | Springfield     | PA | 19064 | 214/440-4144 | **** |
| K071301 | MITRA QSR KNE, LLC                         | 1780 South Atherton Street       | State College   | PA | 16801 | 214/440-4144 |      |
| H495016 | C and S Graci, Inc.                        | 440 Main Street                  | Stroudsburg     | PA | 18360 | 570/287-6216 |      |
| H495020 | T R and J, Inc.                            | 7150 Hamilton Blvd.              | Trexlerstown    | PA | 18087 | 570/287-6216 |      |
| G135637 | FQSR, LLC (dba KBP Foods)                  | 346 Morgantown Street            | Uniontown       | PA | 15401 | 913/428-3636 |      |
| J625162 | Morgan's Restaurants of Pennsylvania, Inc. | 120 Murtland Ave.                | Washington      | PA | 15301 | 469/917-3800 |      |
| G135768 | FQSR, LLC (dba KBP Foods)                  | 11137 Buchanan Trail E., Route 6 | Waynesboro      | PA | 17268 | 913/428-3636 |      |
| J625153 | Morgan's Restaurants of Pennsylvania, Inc. | 109 Miller Lane                  | Waynesburg      | PA | 15370 | 469/917-3800 |      |
| K071082 | MITRA QSR KNE, LLC                         | 519 E Market St                  | West Chester    | PA | 19382 | 214/440-4144 | **** |
| J625164 | Morgan's Restaurants of Pennsylvania, Inc. | 804 W. View Park Dr.             | West View       | PA | 15229 | 469/917-3800 |      |
| H495011 | T R and J, Inc.                            | 1612 Macarthur Road              | Whitehall       | PA | 18052 | 570/287-6216 |      |
| C253002 | Kokolas Management Company                 | 140 Oxford Street                | Wilkes Barre    | PA | 18706 | 570/662-2558 |      |
| J625168 | Morgan's Restaurants of Pennsylvania, Inc. | 509 Penn Ave.                    | Wilkesburg      | PA | 15221 | 469/917-3800 |      |
| C253004 | Kokolas Management Company                 | 1850 E. Third Street             | Williamsport    | PA | 17701 | 570/662-2558 |      |
| K071078 | MITRA QSR KNE, LLC                         | 1865 Easton Rd                   | Willow Grove    | PA | 19090 | 214/440-4144 |      |
| K071079 | MITRA QSR KNE, LLC                         | 8140 Ogontz Ave                  | Wyncote         | PA | 19095 | 214/440-4144 |      |
| K071299 | MITRA QSR KNE, LLC                         | 2650 South Queen Street          | York            | PA | 17402 | 214/440-4144 | **   |
| K071298 | MITRA QSR KNE, LLC                         | 908 Loucks Road                  | York            | PA | 17404 | 214/440-4144 | **   |
| K071297 | MITRA QSR KNE, LLC                         | 190 Memory Lane                  | York            | PA | 17402 | 214/440-4144 |      |
| E685066 | D.E. Foods, LLC                            | 824 Tiogue Avenue                | Coventry        | RI | 02816 | 781/982-0755 |      |
| E685068 | D.E. Foods, LLC                            | 822 Reservoir Avenue             | Cranston        | RI | 02910 | 781/982-0755 |      |
| E685067 | D.E. Foods, LLC                            | 797 Taunton Avenue               | East Providence | RI | 02914 | 781/982-0755 |      |
| E685061 | D.E. Foods, LLC                            | 421 Putnam Pike                  | Greenville      | RI | 02828 | 781/982-0755 | **** |
| E685069 | D.E. Foods, LLC                            | 1477 Atwood Ave.                 | Johnston        | RI | 02919 | 781/982-0755 |      |
| E685001 | D.E. Foods, Inc.                           | 1387 West Main Road              | Middletown      | RI | 02842 | 781/982-0755 |      |
| E685028 | D.E. Foods, Inc.                           | 420 Broad St.                    | Providence      | RI | 02907 | 781/982-0755 |      |
| J075006 | Hope Street KFC, Inc.                      | 805 North Main                   | Providence      | RI | 02904 | 401/447-1133 |      |
| E685065 | D.E. Foods, LLC                            | 29 Newport Avenue                | Rumford         | RI | 02916 | 781/982-0755 |      |
| E685005 | D.E. Foods, Inc.                           | 139 Old Tower Hill Road          | Wakefield       | RI | 02879 | 781/982-0755 | **** |
| E180002 | Russell J. Flock                           | 767 Airport Road                 | Warwick         | RI | 02886 | 401/615-0361 |      |
| E685073 | D.E. Foods, LLC                            | 305 Quaker Ln                    | West Warwick    | RI | 02893 | 781/982-0755 |      |
| J800006 | Kentucky Fried Chicken of Woonsocket, Inc. | 137 Clinton Street               | Woonsocket      | RI | 02895 | 617/481-5990 |      |
| L765004 | Whiteford's, Inc.                          | 105 West Greenwood St            | Abbeville       | SC | 29620 | 864/943-2000 | **** |
| D241032 | PMTD Restaurants, LLC                      | 991 Pine Log Road                | Aiken           | SC | 29803 | 770/384-1000 |      |
| D241028 | PMTD Restaurants, LLC                      | 1406 Richland Avenue, W.         | Aiken           | SC | 29801 | 770/384-1000 |      |
| L765015 | Whiteford's, Inc.                          | 2701 N. Main Street              | Anderson        | SC | 29621 | 864/943-2000 |      |

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| L765007 | Whiteford's, Inc.                  | 653 Highway 28 By-Pass         | Anderson        | SC | 29624 | 864/943-2000 |      |
| E960036 | H & H Food Services, L.L.C.        | 10444 Dunbarton Boulevard      | Barnwell        | SC | 29812 | 912/764-9991 |      |
| E960040 | Savannah Service & Food (YUM), LLC | 211 Robert Smalls Parkway      | Beaufort        | SC | 29906 | 912/764-9991 |      |
| L765024 | Whiteford's, Inc.                  | 326 S. Main Street             | Belton          | SC | 29627 | 864/943-2000 | **** |
| J970046 | Laurinburg KFC Take Home, Inc.     | 1073 Sumter Highway            | Bishopville     | SC | 29010 | 910/276-6740 |      |
| H768001 | Shay Enterprises, LLC              | 2 Mallett Way                  | Bluffton        | SC | 29910 | 843/757-8894 |      |
| H665036 | Sylvan Food Systems, Inc.          | 206 Blythewood Road            | Blythewood      | SC | 29016 | 803/796-1421 |      |
| D121010 | O INC.                             | 4004 Highway 9                 | Boiling Springs | SC | 29316 | 980/255-8559 |      |
| G385002 | Galloway Enterprises, Inc.         | 101 E. Dekalb Street           | Camden          | SC | 29020 | 803/432-9559 |      |
| H343001 | STAR BRANDS II, LLC                | 5890 Rivers Ave.               | Charleston      | SC | 29406 | 502/387-0265 |      |
| 002649  | JEM Management Company             | 220 Spring Street              | Charleston      | SC | 29403 | 843/958-8660 | **** |
| J970022 | Laurinburg KFC Take Home, Inc.     | 427 Chesterfield Highway       | Cheraw          | SC | 29520 | 910/276-6740 |      |
| J870011 | Outlaw Enterprises, Inc.           | 1607 JA Cochran, Hwy 72 Bypass | Chester         | SC | 29706 | 803/432-4305 |      |
| L765034 | Whiteford's, Inc.                  | 118 Pinnacle St                | Clemson         | SC | 29631 | 864/943-2000 | **   |
| L765003 | Whiteford's, Inc.                  | 105 W. Carolina Avenue         | Clinton         | SC | 29325 | 864/943-2000 | **** |
| J870017 | Outlaw Enterprises, Inc.           | 958 Bethel Street              | Clover          | SC | 29710 | 803/432-4305 | **** |
| H665007 | Sylvan Food Systems, Inc.          | 2104 Broad River Road          | Columbia        | SC | 29210 | 803/796-1421 |      |
| H665032 | Sylvan Food Systems, Inc.          | 2349 Taylor Street             | Columbia        | SC | 29204 | 803/796-1421 |      |
| H665030 | Sylvan Food Systems, Inc.          | 10125 Two Notch Rd.            | Columbia        | SC | 29223 | 803/796-1421 |      |
| H665012 | Sylvan Food Systems, Inc.          | 7351 Garners Ferry Road        | Columbia        | SC | 29209 | 803/796-1421 |      |
| L765036 | Whiteford's, Inc.                  | 2711 Clemson Road              | Columbia        | SC | 29229 | 864/943-2000 |      |
| H665005 | Sylvan Food Systems, Inc.          | 2340 Decker Blvd.              | Columbia        | SC | 29206 | 803/796-1421 |      |
| J970043 | Laurinburg KFC Take Home, Inc.     | 1624 Church Street             | Conway          | SC | 29526 | 910/276-6740 |      |
| E330011 | Darlington Poulet, Inc.            | 979 Governor Williams Highway  | Darlington      | SC | 29532 | 843/679-5639 |      |
| J970007 | Laurinburg KFC Take Home, Inc.     | 808 Highway 301 North          | Dillon          | SC | 29536 | 910/276-6740 |      |
| G135965 | FQSR, LLC (dba KBP Foods)          | 1540 East Main St.             | Duncan          | SC | 29334 | 913/428-3636 |      |
| L765033 | Whiteford's, Inc.                  | 5708 Calhoun Memorial Highway  | Easley          | SC | 29640 | 864/943-2000 |      |
| J860009 | Orr Company, Inc.                  | 2060 W. Evans St               | Florence        | SC | 29501 | 843/669-1737 |      |
| J860015 | 1601 S. Irby St. LLC               | 1601 South Irby Street         | Florence        | SC | 29505 | 843/669-1737 |      |
| J860003 | Orr Company, Inc.                  | 516 E. Palmetto                | Florence        | SC | 29506 | 843/669-1737 |      |
| J718238 | JRN, Inc.                          | 1367 W. Floyd Baker Boulevard  | Gaffney         | SC | 29341 | 931/490-4765 |      |
| L765037 | Whiteford's, Inc.                  | 5230 Highway 321               | Gaston          | SC | 29053 | 864/943-2000 |      |
| G002002 | Union Food Services, Inc.          | 2130 Highmarket St.            | Georgetown      | SC | 29440 | 843/546-6167 |      |
| H343005 | STAR BRANDS II, LLC                | 108 S. Goose Creek Boulevard   | Goose Creek     | SC | 29445 | 502/387-0265 |      |
| J718180 | JRN, Inc.                          | 6102 White Horse Rd            | Greenville      | SC | 29611 | 931/490-4765 |      |
| J718263 | JRN, Inc.                          | 3200 N. Pleasantburg Drive     | Greenville      | SC | 29609 | 931/490-4765 |      |
| L765001 | Whiteford's, Inc.                  | 1300 S. Main Street            | Greenwood       | SC | 29646 | 864/943-2000 |      |
| L765002 | Whiteford's, Inc.                  | 219 By Pass, 72 NW             | Greenwood       | SC | 29649 | 864/943-2000 |      |
| J718179 | JRN, Inc.                          | 1329 W Wade Hampton Blvd       | Greer           | SC | 29650 | 931/490-4765 |      |
| E960028 | H & H Food Services, L.L.C.        | 708 Elm Street                 | Hampton         | SC | 29924 | 912/764-9991 | **** |
| E330010 | Hartsville Poulet, Inc.            | 432 Hartsville Crossing Blvd.  | Hartsville      | SC | 29550 | 843/679-5639 |      |
| J870019 | Outlaw Enterprises, Inc.           | 9615 Charlotte Highway         | Indian Land     | SC | 29707 | 803/432-4305 |      |
| H665029 | Sylvan Food Systems, Inc.          | 7467 St. Andrews Rd.           | Irmo            | SC | 29063 | 803/796-1421 |      |
| H343002 | STAR BRANDS II, LLC                | 3864 Savannah Highway          | Johns Island    | SC | 29455 | 502/387-0265 |      |

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| J120113 | Luihn VantEdge Partners, LLC          | 201 N. Longstreet Street     | Kingstree          | SC | 29556 | 919/850-0558 |      |
| H343009 | STAR BRANDS II, LLC                   | 9580 Highway 78              | Ladson             | SC | 29456 | 502/387-0265 |      |
| J870002 | Outlaw Enterprises, Inc.              | 1263 Great Falls Highway     | Lancaster          | SC | 29720 | 803/432-4305 |      |
| J870005 | Outlaw Enterprises, Inc.              | 582 521 Bypass Hwy 9         | Lancaster          | SC | 29720 | 803/432-4305 |      |
| E320149 | Fulenwider Enterprises, Inc.          | 1708 Highway 14              | Landrum            | SC | 29356 | 786/845-6402 |      |
| L765006 | Whiteford's, Inc.                     | 447 North Harper Street      | Laurens            | SC | 29360 | 864/943-2000 | **   |
| H665038 | Sylvan Food Systems, Inc.             | 123 E. Columbia Ave.         | Leesville          | SC | 29070 | 803/796-1421 |      |
| H665011 | Sylvan Food Systems, Inc.             | 5636 Sunset Boulevard        | Lexington          | SC | 29072 | 803/796-1421 | **   |
| H667029 | Paris & Potter Management Corporation | 5305 Broad Street            | Loris              | SC | 29569 | 910/323-2211 |      |
| G385003 | Galloway Enterprises, Inc.            | 857 Highway 1 South          | Lugoff             | SC | 29078 | 803/432-9559 |      |
| H343006 | STAR BRANDS II, LLC                   | 411 Highway 52               | Moncks Corner      | SC | 29461 | 502/387-0265 |      |
| H667028 | Paris & Potter Management Corporation | 253 W. McIntyre Street       | Mullins            | SC | 29574 | 910/323-2211 |      |
| H667030 | Paris & Potter Management Corporation | 900 S Kings hwy              | Myrtle Beach       | SC | 29577 | 910/323-2211 |      |
| H667023 | Paris & Potter Management Corporation | 6100 North Kings Highway     | Myrtle Beach       | SC | 29577 | 910/323-2211 |      |
| H667026 | Paris & Potter Management Corporation | 1020 Glen Forest Road        | Myrtle Beach       | SC | 29579 | 910/323-2211 |      |
| L765009 | Whiteford's, Inc.                     | 110 Heritage Drive           | Newberry           | SC | 29108 | 864/943-2000 |      |
| D241030 | PMTD Restaurants, LLC                 | 433 E. Martintown Road       | North Augusta      | SC | 29841 | 770/384-1000 |      |
| D241031 | PMTD Restaurants, LLC                 | 4426 Jefferson Davis Highway | North Augusta      | SC | 29841 | 770/384-1000 |      |
| H667027 | Paris & Potter Management Corporation | 602 Highway 17               | North Myrtle Beach | SC | 29582 | 910/323-2211 |      |
| L765030 | Whiteford's, Inc.                     | 675 John C. Calhoun Drive    | Orangeburg         | SC | 29115 | 864/943-2000 |      |
| J870018 | Outlaw Enterprises, Inc.              | 206 S. Van L Mungo Boulevard | Pageland           | SC | 29728 | 803/432-4305 |      |
| L765008 | Whiteford's, Inc.                     | 101 Depot Road               | Pelzer             | SC | 29669 | 864/943-2000 | **** |
| L765035 | Whiteford's, Inc.                     | 2809 Gentry Memorial Highway | Pickens            | SC | 29671 | 864/943-2000 | **   |
| L765032 | Whiteford's, Inc.                     | 3100 Highway 153             | Piedmont           | SC | 29673 | 864/943-2000 |      |
| L765011 | Whiteford's, Inc.                     | 7418 Augusta Road            | Piedmont           | SC | 29673 | 864/943-2000 |      |
| J870015 | Outlaw Enterprises, Inc.              | 3062 Lancaster Highway       | Richburg           | SC | 29729 | 803/432-4305 | **** |
| H110002 | J. Hubbard Company, Inc.              | 8146 East Main St.           | Ridgeland          | SC | 29936 | 843/784-2674 |      |
| J870008 | Outlaw Enterprises, Inc.              | 869 North Anderson Road      | Rock Hill          | SC | 29730 | 803/432-4305 |      |
| J870013 | Outlaw Enterprises, Inc.              | 1343 E. Main Street          | Rock Hill          | SC | 29730 | 803/432-4305 |      |
| J870014 | Outlaw Enterprises, Inc.              | 1667 Ebenezer Road           | Rock Hill          | SC | 29732 | 803/432-4305 |      |
| H343003 | STAR BRANDS II, LLC                   | 5987 West Jim Bilton Blvd.   | Saint George       | SC | 29477 | 502/387-0265 |      |
| L765031 | Whiteford's, Inc.                     | 1425 Sandifer Blvd.          | Seneca             | SC | 29678 | 864/943-2000 |      |
| J718181 | JRN, Inc.                             | 644 Fairview Rd              | Simpsonville       | SC | 29680 | 931/490-4765 |      |
| D121006 | O INC.                                | 228 Cedar Springs Road       | Spartanburg        | SC | 29302 | 980/255-8559 |      |
| D121007 | O INC.                                | 1797 Asheville Highway       | Spartanburg        | SC | 29303 | 980/255-8559 |      |
| D121004 | O INC.                                | 1459 W. O. Ezell Boulevard   | Spartanburg        | SC | 29301 | 980/255-8559 |      |
| H343007 | STAR BRANDS II, LLC                   | 10170 Dorchester Road        | Summerville        | SC | 29485 | 502/387-0265 |      |
| H343008 | STAR BRANDS II, LLC                   | 1801 N. Main Street          | Summerville        | SC | 29483 | 502/387-0265 |      |
| H343004 | STAR BRANDS II, LLC                   | 137 N. Main                  | Summerville        | SC | 29483 | 502/387-0265 |      |
| J860019 | 1014 Broad St. LLC                    | 1014 Broad Street            | Sumter             | SC | 29150 | 843/669-1737 |      |
| J860020 | 4630 West Broad St. LLC               | 4630 W. Broad Street         | Sumter             | SC | 29154 | 843/669-1737 |      |
| J860021 | 215 E. Liberty St. LLC                | 215 East Liberty Street      | Sumter             | SC | 29150 | 843/669-1737 |      |
| H667024 | Paris & Potter Management Corporation | 504 Highway 17 North         | Surfside Beach     | SC | 29575 | 910/323-2211 |      |
| J718182 | JRN, Inc.                             | 6500 State Park Rd           | Travelers Rest     | SC | 29690 | 931/490-4765 | **** |

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| D121009 | O INC.                                   | 542 North Duncan By-Pass              | Union          | SC | 29379 | 980/255-8559 |      |
| E960042 | Savannah Service & Food (YUM), LLC       | 2130 Bells Highway                    | Walterboro     | SC | 29488 | 912/764-9991 |      |
| H665016 | Sylvan Food Systems, Inc.                | 2711 Emanuel Church Rd.               | West Columbia  | SC | 29170 | 803/796-1421 |      |
| H665013 | Sylvan Food Systems, Inc.                | 107 12th Street                       | West Columbia  | SC | 29169 | 803/796-1421 |      |
| L765014 | Whiteford's, Inc.                        | 182 U.S. Highway 321 By-Pass South    | Winnsboro      | SC | 29180 | 864/943-2000 |      |
| J870012 | Outlaw Enterprises, Inc.                 | 601 E. Liberty                        | York           | SC | 29745 | 803/432-4305 |      |
| C750019 | Argonaut Food Partners, LLC              | 532 Sunrise Ridge Road                | Brookings      | SD | 57006 | 541/273-4639 |      |
| E720524 | Harman Management Corporation            | 817 East North Street                 | Rapid City     | SD | 57701 | 801/313-8000 |      |
| C750138 | Argonaut Food Partners, LLC              | 300 South Kiwanis                     | Sioux Falls    | SD | 57104 | 541/273-4639 |      |
| F275006 | Dee Jay's QSR, Inc.                      | 3100 South Louise Avenue              | Sioux Falls    | SD | 57106 | 306/637-3315 |      |
| F275007 | Dee Jay's QSR, Inc.                      | 3401 East 10th Street                 | Sioux Falls    | SD | 57103 | 306/637-3315 | *    |
| F275008 | Dee Jay's QSR, Inc.                      | 2504 Fox Run Parkway                  | Yankton        | SD | 57078 | 306/637-3315 | **** |
| G135458 | FQSR, LLC (dba KBP Foods)                | 30019 Highway 110                     | Ardmore        | TN | 38449 | 913/428-3636 | **** |
| C754001 | Baobab Foods LLC                         | 401 South Main Street                 | Ashland City   | TN | 37015 | 615/792-6163 |      |
| J718093 | JRN, Inc.                                | 1605 Decatur Pike                     | Athens         | TN | 37303 | 931/490-4765 |      |
| J718232 | JRN, Inc.                                | 11200 Highway 51 South                | Atoka          | TN | 38004 | 931/490-4765 | **** |
| L518019 | Tasty Chick'n Midwest, LLC               | 6028 Stage Rd.                        | Bartlett       | TN | 38134 | 310/943-4997 |      |
| L775016 | West Quality Food Service, Inc.          | 512 West Market Street                | Bolivar        | TN | 38008 | 601/649-2522 |      |
| J718107 | JRN, Inc.                                | 2590 West State Street                | Bristol        | TN | 37620 | 931/490-4765 |      |
| J718132 | JRN, Inc.                                | 2560 Anderson Avenue                  | Brownsville    | TN | 38012 | 931/490-4765 |      |
| K365008 | JAK Foods, Inc.                          | 2301 East 3rd Street                  | Chattanooga    | TN | 37404 | 423/894-3881 |      |
| K365007 | JAK Foods, Inc.                          | 7428 E. Brainerd Rd                   | Chattanooga    | TN | 37421 | 423/894-3881 |      |
| K365003 | JAK Foods, Inc.                          | 2501 Broad St                         | Chattanooga    | TN | 37408 | 423/894-3881 |      |
| K365009 | JAK Foods, Inc.                          | 4856 Highway 58                       | Chattanooga    | TN | 37416 | 423/894-3881 |      |
| D446006 | Five Star, Limited Partnership           | 2725 Fort Campbell Boulevard          | Clarksville    | TN | 37042 | 270/783-8880 |      |
| D446014 | Five Star, Limited Partnership           | 3051 Guthrie Highway                  | Clarksville    | TN | 37040 | 270/783-8880 |      |
| E320070 | EM Squared, LLC                          | 2720 Keith Street                     | Cleveland      | TN | 37312 | 786/845-6402 |      |
| E320071 | EM Squared, LLC                          | 2325 McGrady Drive, S.E.              | Cleveland      | TN | 37323 | 786/845-6402 |      |
| L775018 | West Quality Food Service, Inc.          | 731 West Poplar Avenue                | Collierville   | TN | 38017 | 601/649-2522 |      |
| J718068 | JRN, Inc.                                | 1202 S. James Campbell Blvd., Ste. 25 | Columbia       | TN | 38401 | 931/490-4765 |      |
| J718047 | JRN, Inc.                                | 1105 S. Jefferson Avenue              | Cookeville     | TN | 38506 | 931/490-4765 |      |
| L518032 | Tasty Chick'n Midwest, LLC               | 1295 N. Germantown Parkway            | Cordova        | TN | 38016 | 310/943-4997 |      |
| J718079 | JRN, Inc.                                | 410 Highland Square                   | Crossville     | TN | 38555 | 931/490-4765 |      |
| E320097 | EM Squared, LLC                          | 3586 Rhea County Hwy.                 | Dayton         | TN | 37321 | 786/845-6402 |      |
| J718277 | JRN, Inc.                                | 528 Highway 46, S.                    | Dickson        | TN | 37055 | 931/490-4765 |      |
| J718024 | JRN, Inc.                                | 2408 Lake Road                        | Dyersburg      | TN | 38024 | 931/490-4765 |      |
| E320138 | AceDeuce 2, LLC                          | 207 Broad Street                      | Elizabethton   | TN | 37643 | 786/845-6402 |      |
| E320139 | AceDeuce 2, LLC                          | 1213 North Main Street                | Erwin          | TN | 37650 | 786/845-6402 |      |
| G135441 | FQSR, LLC (dba KBP Foods)                | 1260 Huntsville Highway               | Fayetteville   | TN | 37334 | 913/428-3636 |      |
| J718167 | JRN, Inc.                                | 1319 Murfreesboro Road                | Franklin       | TN | 37064 | 931/490-4765 |      |
| J718250 | JRN, Inc.                                | 675 Nashville Pike                    | Gallatin       | TN | 37066 | 931/490-4765 |      |
| J575044 | AJS Associates, a KY General Partnership | 314 Long Hollow Pike                  | Goodlettsville | TN | 37072 | 812/246-8283 |      |
| J795010 | Gordonsville KT, LLC                     | 501 Gordonsville Highway              | Gordonsville   | TN | 38563 | 931/808-9432 | **** |
| E320091 | EM Squared, LLC                          | 1106 Spratlin Park Dr.                | Gray           | TN | 37615 | 786/845-6402 |      |

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| E320142 | AceDeuce 2, LLC                          | 1735 East Andrew Johnson Highway | Greeneville    | TN | 37745 | 786/845-6402 |      |
| L518048 | Tasty Chick'n Midwest, LLC               | 1527 S. Roane Street             | Harriman       | TN | 37748 | 310/943-4997 |      |
| J575036 | AJS Associates, a KY General Partnership | 322 W. Main St.                  | Hendersonville | TN | 37075 | 812/246-8283 |      |
| J575043 | AJS Associates, a KY General Partnership | 4744 Lebanon Rd.                 | Hermitage      | TN | 37076 | 812/246-8283 |      |
| K365005 | JAK Foods, Inc.                          | 5323 Highway 153                 | Hixson         | TN | 37343 | 423/894-3881 |      |
| C754003 | Baobab Foods LLC                         | 2978 Ridgecrest Rd EXT           | Jackson        | TN | 38305 | 615/792-6163 |      |
| J718227 | JRN, Inc.                                | 2051 North Highland Avenue       | Jackson        | TN | 38305 | 931/490-4765 |      |
| K750041 | J.R.S. Restaurant Corporation            | 102 Stewart Street               | Jamestown      | TN | 38556 | 606/248-8352 | **   |
| K750016 | J.R.S. Restaurant Corporation            | 281 East Broadway                | Jefferson City | TN | 37760 | 606/248-8352 |      |
| J718005 | JRN, Inc.                                | 1920 N. Roan Street              | Johnson City   | TN | 37601 | 931/490-4765 |      |
| F803003 | Two Beacons, LLC                         | 342 Kimball Crossing Drive       | Kimball        | TN | 37347 | 423/476-7823 |      |
| J718011 | JRN, Inc.                                | 2401 Ft. Henry Drive             | Kingsport      | TN | 37664 | 931/490-4765 |      |
| J718007 | JRN, Inc.                                | 813 Lynn Garden Drive            | Kingsport      | TN | 37660 | 931/490-4765 |      |
| J718160 | JRN, Inc.                                | 1030 Shumard Lane                | Knoxville      | TN | 37914 | 931/490-4765 |      |
| L518035 | Tasty Chick'n Midwest, LLC               | 4200 Chapman Highway             | Knoxville      | TN | 37920 | 310/943-4997 |      |
| L518036 | Tasty Chick'n Midwest, LLC               | 2918 N. Broadway Street          | Knoxville      | TN | 37917 | 310/943-4997 |      |
| L518037 | Tasty Chick'n Midwest, LLC               | 7228 Maynardville Pike           | Knoxville      | TN | 37918 | 310/943-4997 |      |
| L518081 | Tasty Chick'n Midwest, LLC               | 7122 Kingston Pike               | Knoxville      | TN | 37919 | 310/943-4997 |      |
| L518038 | Tasty Chick'n Midwest, LLC               | 4415 Western Avenue              | Knoxville      | TN | 37921 | 310/943-4997 |      |
| L518040 | Tasty Chick'n Midwest, LLC               | 6711 Clinton Highway             | Knoxville      | TN | 37912 | 310/943-4997 |      |
| L518080 | Tasty Chick'n Midwest, LLC               | 2456 E. Magnolia Avenue          | Knoxville      | TN | 37917 | 310/943-4997 |      |
| L518041 | Tasty Chick'n Midwest, LLC               | 5266 Millertown Pike             | Knoxville      | TN | 37924 | 310/943-4997 |      |
| L518039 | Tasty Chick'n Midwest, LLC               | 409 N. Cedar Bluff Road          | Knoxville      | TN | 37923 | 310/943-4997 |      |
| J718031 | JRN, Inc.                                | 2415 Jacksboro Pike              | La Follette    | TN | 37766 | 931/490-4765 |      |
| J718237 | JRN, Inc.                                | 5001 Murfreesboro Road           | La Vergne      | TN | 37086 | 931/490-4765 |      |
| J718290 | JRN, Inc.                                | 451 Highway 52 Bypass West       | Lafayette      | TN | 37083 | 931/490-4765 |      |
| L775082 | West Quality Food Service, Inc.          | 8995 Highway 64 East             | Lakeland       | TN | 38002 | 601/649-2522 |      |
| J310014 | Jack Marshall Foods, Inc.                | 1950 N Locust Ave                | Lawrenceburg   | TN | 38464 | 205/553-8621 |      |
| J718280 | JRN, Inc.                                | 710 S. Cumberland Street         | Lebanon        | TN | 37087 | 931/490-4765 |      |
| D231001 | Lenoir City Sims Group, LLC              | 865 Highway 321, N.              | Lenoir City    | TN | 37771 | 865/368-8455 |      |
| J718295 | JRN, Inc.                                | 1338 N. Ellington Parkway        | Lewisburg      | TN | 37091 | 931/490-4765 |      |
| L775015 | West Quality Food Service, Inc.          | 615 W Church Street              | Lexington      | TN | 38351 | 601/649-2522 |      |
| D231003 | Livingston K, LLC                        | 1349 West Main Street            | Livingston     | TN | 38570 | 865/368-8455 |      |
| D231002 | Loudon Sims Group, LLC                   | 12395 Highway 72 North           | Loudon         | TN | 37774 | 865/368-8455 | **** |
| J575046 | AJS Associates, a KY General Partnership | 415 Gallatin Pike North          | Madison        | TN | 37115 | 812/246-8283 |      |
| H560001 | James E. Ogle and Angela M. Ogle         | 3970 Highway 411                 | Madisonville   | TN | 37354 | 423/442-2128 |      |
| J718282 | JRN, Inc.                                | 2156 Hillsboro Boulevard         | Manchester     | TN | 37355 | 931/490-4765 |      |
| J718169 | JRN, Inc.                                | 807 Foothills Drive              | Maryville      | TN | 37801 | 931/490-4765 |      |
| J718004 | JRN, Inc.                                | 1410 Smithville Hwy.             | McMinnville    | TN | 37110 | 931/490-4765 |      |
| L518017 | Tasty Chick'n Midwest, LLC               | 4306 Summer Ave.                 | Memphis        | TN | 38122 | 310/943-4997 |      |
| L518020 | Tasty Chick'n Midwest, LLC               | 727 South Highland               | Memphis        | TN | 38111 | 310/943-4997 |      |
| L518022 | Tasty Chick'n Midwest, LLC               | 3995 S. 3rd St.                  | Memphis        | TN | 38109 | 310/943-4997 | **** |
| L518033 | Tasty Chick'n Midwest, LLC               | 3255 Austin Peay Hwy.            | Memphis        | TN | 38128 | 310/943-4997 |      |
| L518015 | Tasty Chick'n Midwest, LLC               | 200 N. Danny Thomas Blvd.        | Memphis        | TN | 38105 | 310/943-4997 |      |

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| L518013 | Tasty Chick'n Midwest, LLC               | 1699 Union Ave.            | Memphis       | TN | 38104 | 310/943-4997 |      |
| L518023 | Tasty Chick'n Midwest, LLC               | 3215 S. Perkins Rd.        | Memphis       | TN | 38118 | 310/943-4997 |      |
| L518024 | Tasty Chick'n Midwest, LLC               | 3623 Elvis Presley Blvd.   | Memphis       | TN | 38116 | 310/943-4997 |      |
| L518025 | Tasty Chick'n Midwest, LLC               | 2256 Lamar Ave.            | Memphis       | TN | 38114 | 310/943-4997 |      |
| L518026 | Tasty Chick'n Midwest, LLC               | 4790 Riverdale Road        | Memphis       | TN | 38141 | 310/943-4997 |      |
| L518027 | Tasty Chick'n Midwest, LLC               | 3144 S. 3rd St.            | Memphis       | TN | 38109 | 310/943-4997 |      |
| L518028 | Tasty Chick'n Midwest, LLC               | 4549 Elvis Presley Highway | Memphis       | TN | 38116 | 310/943-4997 |      |
| L518029 | Tasty Chick'n Midwest, LLC               | 7980 Winchester Road       | Memphis       | TN | 38125 | 310/943-4997 |      |
| L518031 | Tasty Chick'n Midwest, LLC               | 3745 E. Shelby Drive       | Memphis       | TN | 38118 | 310/943-4997 | **** |
| L518018 | Tasty Chick'n Midwest, LLC               | 2452 Jackson Ave.          | Memphis       | TN | 38108 | 310/943-4997 |      |
| L518021 | Tasty Chick'n Midwest, LLC               | 6262 Winchester Rd.        | Memphis       | TN | 38115 | 310/943-4997 |      |
| L518016 | Tasty Chick'n Midwest, LLC               | 869 S. 3rd St.             | Memphis       | TN | 38106 | 310/943-4997 |      |
| L518014 | Tasty Chick'n Midwest, LLC               | 2785 Lamar Ave.            | Memphis       | TN | 38114 | 310/943-4997 | **** |
| L518030 | Tasty Chick'n Midwest, LLC               | 2055 Frayser Blvd.         | Memphis       | TN | 38127 | 310/943-4997 |      |
| J718327 | JRN, Inc.                                | 8611 US Highway 51 N       | Millington    | TN | 38053 | 931/490-4765 |      |
| K750017 | J.R.S. Restaurant Corporation            | 521 E. Morris Blvd.        | Morristown    | TN | 37813 | 606/248-8352 |      |
| C754002 | Baobab Foods LLC                         | 11001 Lebanon Road         | Mount Juliet  | TN | 37122 | 615/792-6163 |      |
| E320069 | EM Squared, LLC                          | 485 South Shady Street     | Mountain City | TN | 37683 | 786/845-6402 |      |
| J718145 | JRN, Inc.                                | 2205 Old Fort Parkway      | Murfreesboro  | TN | 37129 | 931/490-4765 |      |
| J718220 | JRN, Inc.                                | 1816 Memorial Blvd.        | Murfreesboro  | TN | 37129 | 931/490-4765 |      |
| J575065 | AJS Associates, a KY General Partnership | 290 Hicks Road             | Nashville     | TN | 37221 | 812/246-8283 |      |
| J575040 | AJS Associates, a KY General Partnership | 2910 Clarksville Highway   | Nashville     | TN | 37218 | 812/246-8283 |      |
| J575041 | AJS Associates, a KY General Partnership | 3035 Dickerson Rd.         | Nashville     | TN | 37207 | 812/246-8283 |      |
| J575045 | AJS Associates, a KY General Partnership | 541 Donelson Pike          | Nashville     | TN | 37214 | 812/246-8283 |      |
| J575038 | AJS Associates, a KY General Partnership | 1027 8th Ave. N.           | Nashville     | TN | 37208 | 812/246-8283 |      |
| J718168 | JRN, Inc.                                | 336 Harding Pl.            | Nashville     | TN | 37211 | 931/490-4765 |      |
| J718216 | JRN, Inc.                                | 2634 Murfreesboro Road     | Nashville     | TN | 37217 | 931/490-4765 |      |
| K750037 | J.R.S. Restaurant Corporation            | 805 Cosby Highway          | Newport       | TN | 37821 | 606/248-8352 |      |
| L518034 | Tasty Chick'n Midwest, LLC               | 1020 Oak Ridge Turnpike    | Oak Ridge     | TN | 37830 | 310/943-4997 |      |
| L775093 | West Quality Food Service, Inc.          | 6880 Highway 64            | Oakland       | TN | 38060 | 601/649-2522 | **** |
| K750007 | J.R.S. Restaurant Corporation            | 19869 Alberta St.          | Oneida        | TN | 37841 | 606/248-8352 |      |
| K365010 | JAK Foods, Inc.                          | 5038 Hunter Road           | Ooltewah      | TN | 37363 | 423/894-3881 |      |
| J718021 | JRN, Inc.                                | 911 Mineral Wells          | Paris         | TN | 38242 | 931/490-4765 |      |
| E320144 | AceDeuce 2, LLC                          | 5548 Highway 11 East       | Piney Flats   | TN | 37686 | 786/845-6402 |      |
| J089005 | Charter Foods, Inc.                      | 111 Ren Mar Drive          | Pleasant View | TN | 37146 | 423/587-0690 | **** |
| J718264 | JRN, Inc.                                | 1635 W. College Street     | Pulaski       | TN | 38478 | 931/490-4765 |      |
| L775063 | West Quality Food Service, Inc.          | 770 U.S. Highway 51        | Ripley        | TN | 38063 | 601/649-2522 |      |
| J718137 | JRN, Inc.                                | 117 Colonial Lane          | Rocky Top     | TN | 37769 | 931/490-4765 | **** |
| K750011 | J.R.S. Restaurant Corporation            | 3938 Highway 66            | Rogersville   | TN | 37857 | 606/248-8352 |      |
| J718315 | JRN, Inc.                                | 933 Dolly Parton Parkway   | Sevierville   | TN | 37862 | 931/490-4765 |      |
| J718257 | JRN, Inc.                                | 11503 Chapman Highway      | Seymour       | TN | 37865 | 931/490-4765 |      |
| J718131 | JRN, Inc.                                | 102 Madison Street         | Shelbyville   | TN | 37160 | 931/490-4765 |      |
| D257001 | SMITHVILLE K T, LLC                      | 105 E. Broad Street        | Smithville    | TN | 37166 | 615/313-6000 | **** |
| K365006 | JAK Foods, Inc.                          | 10161 Highway 27           | Soddy Daisy   | TN | 37379 | 423/894-3881 |      |

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| J795002 | Sparta K, LLC                            | 810 Roosevelt Drive                | Sparta        | TN | 38583 | 931/808-9432 |      |
| J575072 | Springfield KFCO, LLC                    | 1705 Memorial Boulevard            | Springfield   | TN | 37172 | 812/246-8283 |      |
| K750010 | J.R.S. Restaurant Corporation            | 1500 N. Broad Street               | Tazewell      | TN | 37879 | 606/248-8352 |      |
| J718026 | JRN, Inc.                                | 1701 N. Jackson                    | Tullahoma     | TN | 37388 | 931/490-4765 |      |
| D446003 | Five Star, Limited Partnership           | 310 West Main Street               | Waverly       | TN | 37185 | 270/783-8880 | **** |
| J575059 | AJS Associates, a KY General Partnership | 803 Hwy.76                         | White House   | TN | 37188 | 812/246-8283 | *    |
| J718067 | JRN, Inc.                                | 1248 Dinah Shore Boulevard         | Winchester    | TN | 37398 | 931/490-4765 |      |
| C975031 | DBKB, LLC                                | 1301 North Judge Ely Blvd.         | Abilene       | TX | 79601 | 918/970-4296 |      |
| C975108 | DBKB, LLC                                | 4335 S. 1st Street                 | Abilene       | TX | 79605 | 918/970-4296 |      |
| J625017 | Ampex Brands, LLC                        | 200 N. Greenville Ave.             | Allen         | TX | 75002 | 469/917-3800 |      |
| G135943 | FQSR, LLC (dba KBP Foods)                | 203 W Main Avenue                  | Alton         | TX | 78573 | 913/428-3636 |      |
| F172019 | Alvin Food Corporation, Inc.             | 1623 S. Gordon Drive               | Alvin         | TX | 77511 | 409/945-3424 |      |
| C975072 | Notyep, LLC                              | 1510 S. Ross Street                | Amarillo      | TX | 79102 | 918/970-4296 |      |
| C975030 | Notyep, LLC                              | 316 E. Amarillo Blvd.              | Amarillo      | TX | 79107 | 918/970-4296 |      |
| C975026 | Notyep, LLC                              | 6100 SW 34th Avenue                | Amarillo      | TX | 79109 | 918/970-4296 |      |
| K071002 | Anna KT, LLC                             | 2605 West White Street             | Anna          | TX | 75409 | 214/440-4144 | **** |
| C750146 | Argonaut Food Partners Nuevo, LLC        | 1811 Antonio Street                | Anthony       | TX | 79821 | 541/273-4639 | **** |
| J625052 | Ampex Brands, LLC                        | 2560 East Pioneer Parkway          | Arlington     | TX | 76010 | 469/917-3800 |      |
| J625036 | Ampex Brands, LLC                        | 5900 S. Cooper Street              | Arlington     | TX | 76017 | 469/917-3800 |      |
| J625038 | Ampex Brands, LLC                        | 700 W. Abram Street                | Arlington     | TX | 76013 | 469/917-3800 | **   |
| G135736 | FQSR, LLC (dba KBP Foods)                | 801 E. Tyler St.                   | Athens        | TX | 75751 | 913/428-3636 |      |
| G135500 | FQSR, LLC (dba KBP Foods)                | 7206 Ed Bluestein Blvd             | Austin        | TX | 78723 | 913/428-3636 |      |
| G135502 | FQSR, LLC (dba KBP Foods)                | 14824 N I H 35, Suite D            | Austin        | TX | 78728 | 913/428-3636 |      |
| G135503 | FQSR, LLC (dba KBP Foods)                | 2224 E Riverside Drive             | Austin        | TX | 78741 | 913/428-3636 |      |
| G135525 | FQSR, LLC (dba KBP Foods)                | 5607 N. Lamar Blvd.                | Austin        | TX | 78751 | 913/428-3636 |      |
| G135505 | FQSR, LLC (dba KBP Foods)                | 1700 W Parmer Lane                 | Austin        | TX | 78727 | 913/428-3636 |      |
| G135501 | FQSR, LLC (dba KBP Foods)                | 801 E William Cannon Dr, Suite 401 | Austin        | TX | 78745 | 913/428-3636 |      |
| G135506 | FQSR, LLC (dba KBP Foods)                | 13435 US Hwy 183 North             | Austin        | TX | 78750 | 913/428-3636 |      |
| G135469 | FQSR, LLC (dba KBP Foods)                | 637 Boyd Road                      | Azle          | TX | 76020 | 913/428-3636 | **   |
| J625010 | Ampex Brands, LLC                        | 12325 Elam Rd                      | Balch Springs | TX | 75180 | 469/917-3800 |      |
| G135668 | FQSR, LLC (dba KBP Foods)                | 901 State Highway 95               | Bastrop       | TX | 78602 | 913/428-3636 |      |
| G135520 | FQSR, LLC (dba KBP Foods)                | 4006 Garth Rd                      | Baytown       | TX | 77521 | 913/428-3636 |      |
| O25722  | B & G Food Enterprises of Texas, L.L.C.  | 8302 N. Highway 146                | Baytown       | TX | 77520 | 985/384-3333 | **** |
| C521011 | Delect Foods, LLC                        | 8090 College Street                | Beaumont      | TX | 77707 | 281/888-2439 |      |
| C521030 | Emerge! Properties Fulshear, LLC         | 3930 Eastex Fwy                    | Beaumont      | TX | 77703 | 281/888-2439 |      |
| J417009 | Ro Foods, Inc.                           | 1505 Brown Trail                   | Bedford       | TX | 76022 | 972/768-4277 | **** |
| J417011 | Ro Foods, Inc.                           | 3116 Harwood Road                  | Bedford       | TX | 76021 | 972/768-4277 |      |
| F172017 | Beeville Food Corp Inc                   | 200 E. Houston Street              | Beeville      | TX | 78102 | 409/945-3424 |      |
| J625103 | Ampex Brands West Texas LLC              | 1711 Gregg Street                  | Big Spring    | TX | 79720 | 469/917-3800 |      |
| C975028 | Notyep, LLC                              | 1124 W. Wilson Street              | Borger        | TX | 79007 | 918/970-4296 |      |
| C521031 | Emerge! Properties Fulshear, LLC         | 785 Texas Avenue                   | Bridge City   | TX | 77611 | 281/888-2439 |      |
| H160028 | West Texas Foods, LLC                    | 509 Lubbock Road                   | Brownfield    | TX | 79316 | 806/787-4559 | **   |
| G135239 | FQSR, LLC (dba KBP Foods)                | 3565 W. Alton Gloor Blvd.          | Brownsville   | TX | 78520 | 913/428-3636 |      |
| G135232 | FQSR, LLC (dba KBP Foods)                | 2701 Boca Chica Boulevard          | Brownsville   | TX | 78521 | 913/428-3636 |      |

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| G135465 | FQSR, LLC (dba KBP Foods)             | 1013 N. Fisk Avenue         | Brownwood       | TX | 76801 | 913/428-3636 |      |
| F172022 | Brazos Fast Food Corporation, Inc.    | 3321 Texas Avenue           | Bryan           | TX | 77802 | 409/945-3424 |      |
| G135633 | FQSR, LLC (dba KBP Foods)             | 720 Old San Antonio Road    | Buda            | TX | 78610 | 913/428-3636 | **   |
| J625090 | Ampex Brands Burluson 2, LLC          | 600 S.W. Wilshire Boulevard | Burluson        | TX | 76028 | 469/917-3800 |      |
| J625045 | Ampex Brands, LLC                     | 4117 North Josey Lane       | Carrollton      | TX | 75007 | 469/917-3800 | **** |
| J417003 | Rayan RE National Corporation         | 2636 Midway Rd              | Carrollton      | TX | 75006 | 972/768-4277 |      |
| G135694 | FQSR, LLC (dba KBP Foods)             | 216 FM 1382                 | Cedar Hill      | TX | 75104 | 913/428-3636 |      |
| G135498 | FQSR, LLC (dba KBP Foods)             | 1040 N Bell Blvd            | Cedar Park      | TX | 78613 | 913/428-3636 |      |
| J625273 | Ampex Brands of Cleburne, Inc.        | 1410 West Henderson Street  | Cleburne        | TX | 76033 | 469/917-3800 |      |
| F172021 | Brazos Station Food Corporation, Inc. | 2501 Texas Avenue           | College Station | TX | 77840 | 409/945-3424 |      |
| G135225 | FQSR, LLC (dba KBP Foods)             | 1424 Loop 336, W.           | Conroe          | TX | 77304 | 913/428-3636 |      |
| G135221 | FQSR, LLC (dba KBP Foods)             | 2303 East Highway 190       | Copperas Cove   | TX | 76522 | 913/428-3636 |      |
| J625110 | Ampex Brands West Texas LLC           | 2111 S. Staples Street      | Corpus Christi  | TX | 78404 | 469/917-3800 |      |
| J625111 | Ampex Brands West Texas LLC           | 5633 Saratoga Boulevard     | Corpus Christi  | TX | 78414 | 469/917-3800 |      |
| J625109 | Ampex Brands West Texas LLC           | 11153 Leopard Street        | Corpus Christi  | TX | 78410 | 469/917-3800 | **   |
| G135650 | FQSR, LLC (dba KBP Foods)             | 700 W. 7th Avenue           | Corsicana       | TX | 75110 | 913/428-3636 |      |
| O35717  | Mas Restaurant Group, LLC             | 13230 Grant Road            | Cypress         | TX | 77429 | 281/948-5455 | **** |
| C240001 | CA Foods, LLC                         | 26251 Northwest Freeway     | Cypress         | TX | 77429 | 713/683-7889 |      |
| J625050 | Ampex Brands of Forest Lane, Inc.     | 8001 Forest Lane            | Dallas          | TX | 75243 | 469/917-3800 | **** |
| J625023 | Ampex Brands, LLC                     | 9465 Forest Ln              | Dallas          | TX | 75243 | 469/917-3800 |      |
| J625005 | Ampex Brands, LLC                     | 1801 S Buckner Blvd         | Dallas          | TX | 75217 | 469/917-3800 |      |
| J625012 | Ampex Brands, LLC                     | 3001 N. Hampton Rd.         | Dallas          | TX | 75212 | 469/917-3800 | **** |
| J625003 | Ampex Brands, LLC                     | 2407 W Davis St             | Dallas          | TX | 75211 | 469/917-3800 |      |
| J625031 | Ampex Brands, LLC                     | 11333 Garland Road          | Dallas          | TX | 75218 | 469/917-3800 |      |
| J625006 | Ampex Brands, LLC                     | 4303 Lemmon Ave             | Dallas          | TX | 75219 | 469/917-3800 |      |
| J625015 | Ampex Brands, LLC                     | 5877 Samuel Blvd            | Dallas          | TX | 75228 | 469/917-3800 |      |
| J625011 | Ampex Brands, LLC                     | 106 W Illinois Ave          | Dallas          | TX | 75224 | 469/917-3800 |      |
| G135476 | FQSR, LLC (dba KBP Foods)             | 2802 E. Ledbetter Dr.       | Dallas          | TX | 75216 | 913/428-3636 | **** |
| J625033 | Ampex Brands, LLC                     | 6130 E. Mockingbird Ln.     | Dallas          | TX | 75214 | 469/917-3800 | **   |
| J625019 | Ampex Brands, LLC                     | 3415 W Camp Wisdom Rd       | Dallas          | TX | 75237 | 469/917-3800 |      |
| G135231 | FQSR, LLC (dba KBP Foods)             | 1410 Veterans Boulevard     | Del Rio         | TX | 78840 | 913/428-3636 |      |
| J417004 | Rayan RE National Corporation         | 1516 Teasley Ln.            | Denton          | TX | 76205 | 972/768-4277 |      |
| J625027 | Ampex Brands, LLC                     | 315 W. University Dr.       | Denton          | TX | 76201 | 469/917-3800 |      |
| G135474 | FQSR, LLC (dba KBP Foods)             | 915 N. I-35                 | Desoto          | TX | 75115 | 913/428-3636 |      |
| F172020 | Dickinson Food Corporation, Inc.      | 114 FM 517 Road, W.         | Dickinson       | TX | 77539 | 409/945-3424 |      |
| C975006 | KB Enterprises, LLC                   | 1523 Dumas Avenue           | Dumas           | TX | 79029 | 918/970-4296 |      |
| G135699 | FQSR, LLC (dba KBP Foods)             | 243 South Cedar Ridge Drive | Duncanville     | TX | 75116 | 913/428-3636 |      |
| G135233 | FQSR, LLC (dba KBP Foods)             | 1993 Garrison               | Eagle Pass      | TX | 78852 | 913/428-3636 |      |
| G135229 | FQSR, LLC (dba KBP Foods)             | 2411 South Highway 281      | Edinburg        | TX | 78539 | 913/428-3636 |      |
| D212036 | SHA Foods, LLC                        | 9418 Dyer Street            | El Paso         | TX | 79924 | 281/569-4640 |      |
| D212030 | REH Foods, LLC                        | 3601 Gateway Blvd W         | El Paso         | TX | 79903 | 281/569-4640 |      |
| D212128 | SAR Foods, LLC                        | 3490 Joe Battle Blvd.       | El Paso         | TX | 79938 | 281/569-4640 |      |
| D212135 | Tanweer Ahmed                         | 12260 Eastlake Blvd.        | El Paso         | TX | 79928 | 281/569-4640 |      |
| D212136 | Tanweer Ahmed                         | 1656 Cimarron Emporium      | El Paso         | TX | 79912 | 281/569-4640 |      |

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| D212033 | TAL Foods, LLC                   | 11330 Montwood Drive              | El Paso          | TX | 79936 | 281/569-4640 |      |
| D212029 | WAQ Foods, LLC                   | 7940 N Mesa St                    | El Paso          | TX | 79932 | 281/569-4640 |      |
| G135667 | FQSR, LLC (dba KBP Foods)        | 18619 Highway 290                 | Elgin            | TX | 78621 | 913/428-3636 | **   |
| G135740 | FQSR, LLC (dba KBP Foods)        | 505 E. Edinburg Ave.              | Elsa             | TX | 78543 | 913/428-3636 |      |
| G135598 | FQSR, LLC (dba KBP Foods)        | 100 N. Kaufman Street             | Ennis            | TX | 75119 | 913/428-3636 |      |
| J417010 | Ro Foods, Inc.                   | 200 W. Eules Blvd                 | Eules            | TX | 76040 | 972/768-4277 |      |
| J625104 | Ampex Brands West Texas LLC      | 1304 N. U.S. Highway 285          | Fort Stockton    | TX | 79735 | 469/917-3800 |      |
| G135466 | FQSR, LLC (dba KBP Foods)        | 6251 Hulen Bend Boulevard         | Fort Worth       | TX | 76132 | 913/428-3636 |      |
| J625013 | Ampex Brands, LLC                | 3620 Altamesa Blvd                | Fort Worth       | TX | 76133 | 469/917-3800 |      |
| J625016 | Ampex Brands of North Texas, LLC | 1000 N. Beach St.                 | Fort Worth       | TX | 76111 | 469/917-3800 |      |
| J625026 | Ampex Brands, LLC                | 3132 Mansfield Hwy                | Fort Worth       | TX | 76119 | 469/917-3800 |      |
| G135467 | FQSR, LLC (dba KBP Foods)        | 6730 Bridge Street                | Fort Worth       | TX | 76112 | 913/428-3636 |      |
| G135470 | FQSR, LLC (dba KBP Foods)        | 2251 Jacksboro Highway            | Fort Worth       | TX | 76114 | 913/428-3636 |      |
| C521008 | Delect Foods, LLC                | 222 E. Parkwood Avenue            | Friendswood      | TX | 77546 | 281/888-2439 |      |
| J625032 | Ampex Brands, LLC                | 7560 Preston Road                 | Frisco           | TX | 75034 | 469/917-3800 |      |
| F295001 | Tahir Food Corporation           | 2801 Broadway St.                 | Galveston        | TX | 77550 | 409/762-5933 |      |
| F172012 | Steward Food Co. LLC             | 2227 61st Street                  | Galveston        | TX | 77551 | 409/945-3424 |      |
| J625008 | Ampex Brands, LLC                | 5836 Broadway Blvd.               | Garland          | TX | 75043 | 469/917-3800 |      |
| G135702 | FQSR, LLC (dba KBP Foods)        | 1430 W. Buckingham Rd.            | Garland          | TX | 75042 | 913/428-3636 |      |
| G135698 | FQSR, LLC (dba KBP Foods)        | 500 W. Morrow                     | Georgetown       | TX | 78626 | 913/428-3636 |      |
| G135468 | FQSR, LLC (dba KBP Foods)        | 2201 E. Highway 377               | Granbury         | TX | 76049 | 913/428-3636 |      |
| G135697 | FQSR, LLC (dba KBP Foods)        | 2559 Sara Jane Parkway            | Grand Prairie    | TX | 75052 | 913/428-3636 |      |
| J625040 | Ampex Brands, LLC                | 2801 NE Green Oaks Blvd.          | Grand Prairie    | TX | 75050 | 469/917-3800 |      |
| G135701 | FQSR, LLC (dba KBP Foods)        | 301 W. Highway 303                | Grand Prairie    | TX | 75051 | 913/428-3636 |      |
| G135209 | FQSR, LLC (dba KBP Foods)        | 6010 Wesley                       | Greenville       | TX | 75402 | 913/428-3636 |      |
| J625048 | Ampex Brands, LLC                | 4540 Western Center Blvd          | Haltom City      | TX | 76137 | 469/917-3800 |      |
| G135242 | FQSR, LLC (dba KBP Foods)        | 516 E. FM 2410 Road               | Harker Heights   | TX | 76548 | 913/428-3636 |      |
| G135211 | FQSR, LLC (dba KBP Foods)        | 201 South 77 Sunshine Strip       | Harlingen        | TX | 78550 | 913/428-3636 |      |
| E003028 | DDO1-Texas, LLC                  | 12474 Bandera Road                | Helotes          | TX | 78023 | 928/681-3344 |      |
| C750115 | Argonaut Food Partners, LLC      | 741 West First                    | Hereford         | TX | 79045 | 541/273-4639 |      |
| G135738 | FQSR, LLC (dba KBP Foods)        | 615 N. Hewitt Dr. & Panther Way   | Hewitt           | TX | 76643 | 913/428-3636 |      |
| J417005 | Rayan RE National Corporation    | 2170 FM 407                       | Highland Village | TX | 75077 | 972/768-4277 | **** |
| C521017 | Delect Foods, LLC                | 8787 Tidwell Rd                   | Houston          | TX | 77028 | 281/888-2439 |      |
| C521022 | Delect Foods, LLC                | 1300 Gulfgate Center Mall         | Houston          | TX | 77087 | 281/888-2439 | **** |
| C521024 | Delect Foods, LLC                | 7904 Long Point Road              | Houston          | TX | 77055 | 281/888-2439 | **** |
| C521025 | Delect Foods, LLC                | 919 Federal Rd                    | Houston          | TX | 77015 | 281/888-2439 | **** |
| G135487 | FQSR, LLC (dba KBP Foods)        | 5010 Aldine Mail Rd               | Houston          | TX | 77039 | 913/428-3636 |      |
| G135522 | FQSR, LLC (dba KBP Foods)        | 4044 W. Fuqua St.                 | Houston          | TX | 77045 | 913/428-3636 |      |
| G135523 | FQSR, LLC (dba KBP Foods)        | 7750 W. Tidwell Rd.               | Houston          | TX | 77040 | 913/428-3636 |      |
| G135507 | FQSR, LLC (dba KBP Foods)        | 1526 North Loop W                 | Houston          | TX | 77018 | 913/428-3636 |      |
| G135508 | FQSR, LLC (dba KBP Foods)        | 11791 S. Sam Houston Parkway East | Houston          | TX | 77089 | 913/428-3636 |      |
| G135509 | FQSR, LLC (dba KBP Foods)        | 15327 Wallisville Road            | Houston          | TX | 77049 | 913/428-3636 |      |
| G135510 | FQSR, LLC (dba KBP Foods)        | 2767 Gessner Drive                | Houston          | TX | 77080 | 913/428-3636 |      |
| G135518 | FQSR, LLC (dba KBP Foods)        | 4435 Cypress Creek Pkwy #Q        | Houston          | TX | 77068 | 913/428-3636 |      |

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| G135494 | FQSR, LLC (dba KBP Foods)        | 9227 Cullen Blvd                      | Houston       | TX | 77051 | 913/428-3636 |      |
| G135490 | FQSR, LLC (dba KBP Foods)        | 1945 El Dorado Blvd                   | Houston       | TX | 77062 | 913/428-3636 |      |
| G135491 | FQSR, LLC (dba KBP Foods)        | 6904 Highway 6 N                      | Houston       | TX | 77084 | 913/428-3636 |      |
| G135492 | FQSR, LLC (dba KBP Foods)        | 7195 Hwy 6 South                      | Houston       | TX | 77083 | 913/428-3636 |      |
| G135514 | FQSR, LLC (dba KBP Foods)        | 11030 Louetta Road                    | Houston       | TX | 77070 | 913/428-3636 |      |
| G135517 | FQSR, LLC (dba KBP Foods)        | 12499 Westheimer Rd.                  | Houston       | TX | 77077 | 913/428-3636 |      |
| G135515 | FQSR, LLC (dba KBP Foods)        | 1423 Cypress Creek Pkwy               | Houston       | TX | 77090 | 913/428-3636 |      |
| G135493 | FQSR, LLC (dba KBP Foods)        | 10934 Cypress Creek Pkwy              | Houston       | TX | 77070 | 913/428-3636 |      |
| G135524 | FQSR, LLC (dba KBP Foods)        | 611 W. Little York Road               | Houston       | TX | 77091 | 913/428-3636 |      |
| D212016 | Royal Partners, LLC              | 4317 Lockwood Drive                   | Houston       | TX | 77026 | 281/569-4640 | **** |
| D212017 | SWF Foods, LLC                   | 3619 Old Spanish Trail                | Houston       | TX | 77021 | 281/569-4640 |      |
| C521016 | Delect Foods, LLC                | 19740 Saums Road                      | Houston       | TX | 77084 | 281/888-2439 |      |
| G135496 | FQSR, LLC (dba KBP Foods)        | 95 E Crosstimbers Street              | Houston       | TX | 77022 | 913/428-3636 |      |
| D212021 | SWF Foods, LLC                   | 6420 Westheimer Road                  | Houston       | TX | 77057 | 281/569-4640 |      |
| G135513 | FQSR, LLC (dba KBP Foods)        | 10535 Gulf Freeway                    | Houston       | TX | 77034 | 913/428-3636 |      |
| D212019 | SWF Foods, LLC                   | 9510 Main Street                      | Houston       | TX | 77025 | 281/569-4640 |      |
| D212020 | SWF Foods, LLC                   | 6050 Hillcroft Avenue                 | Houston       | TX | 77081 | 281/569-4640 |      |
| C521023 | Delect Foods, LLC                | 9011 W Sam Houston Parkway N          | Houston       | TX | 77064 | 281/888-2439 |      |
| DO98001 | SRT Foods, LLC                   | 9435 FM 1960 Road                     | Humble        | TX | 77338 | 713/504-3500 |      |
| G135488 | FQSR, LLC (dba KBP Foods)        | 3130 FM 1960 Rd. W                    | Humble        | TX | 77338 | 913/428-3636 |      |
| J417007 | Ro Foods, Inc.                   | 777 NE Loop 820                       | Hurst         | TX | 76053 | 972/768-4277 |      |
| G135757 | FQSR, LLC (dba KBP Foods)        | 1500 Knowles Drive                    | Hutto         | TX | 78634 | 913/428-3636 |      |
| J625049 | Ampex Brands, LLC                | 7990 N MacArthur Blvd                 | Irving        | TX | 75063 | 469/917-3800 | **** |
| J625009 | Ampex Brands, LLC                | 2959 N. Belt Line Road                | Irving        | TX | 75062 | 469/917-3800 |      |
| J625051 | Ampex Brands, LLC                | 1717 N. Story Rd.                     | Irving        | TX | 75061 | 469/917-3800 |      |
| G135222 | FQSR, LLC (dba KBP Foods)        | 411 S. Jackson                        | Jacksonville  | TX | 75766 | 913/428-3636 |      |
| C521015 | Delect Foods, LLC                | 908 S. Mason Road                     | Katy          | TX | 77450 | 281/888-2439 |      |
| G135215 | FQSR, LLC (dba KBP Foods)        | 1912 East Veterans Memorial Boulevard | Killeen       | TX | 76541 | 913/428-3636 |      |
| G135599 | FQSR, LLC (dba KBP Foods)        | 3408 West Stan Schlueter Loop         | Killeen       | TX | 76549 | 913/428-3636 |      |
| F172016 | Kingsville Food Corp Inc.        | 400 S. 14th Street                    | Kingsville    | TX | 78363 | 409/945-3424 |      |
| G135497 | FQSR, LLC (dba KBP Foods)        | 1712 Kingwood Drive                   | Kingwood      | TX | 77339 | 913/428-3636 |      |
| G135666 | FQSR, LLC (dba KBP Foods)        | 20925 Interstate Highway 35           | Kyle          | TX | 78640 | 913/428-3636 | **   |
| C521013 | Delect Foods, LLC                | 1450 Fairmont Parkway                 | La Porte      | TX | 77571 | 281/888-2439 |      |
| G135234 | FQSR, LLC (dba KBP Foods)        | 1133 North Loop E340                  | Lacy Lakeview | TX | 76705 | 913/428-3636 |      |
| G135212 | FQSR, LLC (dba KBP Foods)        | 2319 Guadalupe                        | Laredo        | TX | 78043 | 913/428-3636 |      |
| G135391 | FQSR, LLC (dba KBP Foods)        | 2602 S. Zapata Hwy.                   | Laredo        | TX | 78046 | 913/428-3636 |      |
| G135237 | FQSR, LLC (dba KBP Foods)        | 7605 McPherson Drive                  | Laredo        | TX | 78041 | 913/428-3636 |      |
| H160030 | West Texas Foods, LLC            | 904 College Avenue                    | Levelland     | TX | 79336 | 806/787-4559 |      |
| J625029 | Ampex Brands, LLC                | 1502 W Main St.                       | Lewisville    | TX | 75067 | 469/917-3800 |      |
| J417001 | Rayan National Corporation, Inc. | 733 Hebron Parkway                    | Lewisville    | TX | 75057 | 972/768-4277 | *    |
| J007001 | Jessie L. Mickle                 | 2801 Eldorado Pwky E.                 | Little Elm    | TX | 75068 | 817/442-5367 | **   |
| E003031 | DDO1-Texas, LLC                  | 1908 S. Colorado Street               | Lockhart      | TX | 78644 | 928/681-3344 |      |
| G135755 | FQSR, LLC (dba KBP Foods)        | 2407 Judson Road                      | Longview      | TX | 75605 | 913/428-3636 |      |
| J625113 | Ampex Brands Lubbock, Inc.       | 7823 Slide Road                       | Lubbock       | TX | 79424 | 469/917-3800 |      |

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| J625114 | Ampex Brands Lubbock, Inc.     | 1208 50th Street               | Lubbock              | TX | 79412 | 469/917-3800 |      |
| J625115 | Ampex Brands Lubbock, Inc.     | 215 University Avenue          | Lubbock              | TX | 79415 | 469/917-3800 |      |
| J625118 | Ampex Brands Lubbock, Inc.     | 7902 S. University             | Lubbock              | TX | 79423 | 469/917-3800 |      |
| J625119 | Ampex Brands Lubbock, Inc.     | 6411 19th Street               | Lubbock              | TX | 79407 | 469/917-3800 |      |
| D212125 | HDS Foods, LLC                 | 205 S. Timberland Drive        | Lufkin               | TX | 75901 | 281/569-4640 |      |
| D212015 | KTM Foods, LLC                 | 17725 FM 1488 Road             | Magnolia             | TX | 77354 | 281/569-4640 | **** |
| G135695 | FQSR, LLC (dba KBP Foods)      | 1701 North Highway 157         | Mansfield            | TX | 76063 | 913/428-3636 |      |
| G135857 | FQSR, LLC (dba KBP Foods)      | 1601 Ollie Lane                | Marble Falls         | TX | 78654 | 913/428-3636 | **   |
| G135226 | FQSR, LLC (dba KBP Foods)      | 700 East End Boulevard, South  | Marshall             | TX | 75670 | 913/428-3636 |      |
| G135230 | FQSR, LLC (dba KBP Foods)      | 707 Nolana                     | McAllen              | TX | 78504 | 913/428-3636 |      |
| J625047 | Ampex Brands, LLC              | 2920 W. Eldorado Parkway       | McKinney             | TX | 75070 | 469/917-3800 | **** |
| J625030 | Ampex Brands, LLC              | 2030 W. University Dr.         | McKinney             | TX | 75071 | 469/917-3800 |      |
| J625014 | Ampex Brands, LLC              | 2118 N Galloway Ave            | Mesquite             | TX | 75150 | 469/917-3800 |      |
| J625025 | Ampex Brands of Mesquite, Inc. | 4400 Gus Thomasson Rd          | Mesquite             | TX | 75150 | 469/917-3800 |      |
| J625108 | Ampex Brands West Texas LLC    | 4727 N. Midkiff Drive          | Midland              | TX | 79705 | 469/917-3800 | **** |
| J625105 | Ampex Brands West Texas LLC    | 1814 N. Midland Drive          | Midland              | TX | 79707 | 469/917-3800 | **** |
| G135739 | FQSR, LLC (dba KBP Foods)      | 600 Silken Crossing            | Midlothian           | TX | 76065 | 913/428-3636 |      |
| G135220 | FQSR, LLC (dba KBP Foods)      | 901 East Highway 83            | Mission              | TX | 78572 | 913/428-3636 |      |
| G135516 | FQSR, LLC (dba KBP Foods)      | 2210 Texas Parkway             | Missouri City        | TX | 77489 | 913/428-3636 |      |
| G135402 | FQSR, LLC (dba KBP Foods)      | 1001 South Jefferson           | Mount Pleasant       | TX | 75455 | 913/428-3636 |      |
| G135856 | FQSR, LLC (dba KBP Foods)      | 3007 North Street              | Nacogdoches          | TX | 75965 | 913/428-3636 |      |
| G135401 | FQSR, LLC (dba KBP Foods)      | 705 N. McCoy Boulevard         | New Boston           | TX | 75570 | 913/428-3636 | **** |
| E003030 | DDO1-Texas, LLC                | 240 FM 306                     | New Braunfels        | TX | 78130 | 928/681-3344 |      |
| J417008 | Ro Foods, Inc.                 | 5651 Rufe Snow Dr.             | North Richland Hills | TX | 76180 | 972/768-4277 |      |
| J625106 | Ampex Brands West Texas LLC    | 1713 N. County Road, W.        | Odessa               | TX | 79763 | 469/917-3800 | **** |
| J625107 | Ampex Brands West Texas LLC    | 1520 John Ben Shepperd Parkway | Odessa               | TX | 79761 | 469/917-3800 |      |
| C975029 | Notyep, LLC                    | 2201 N. Hobart Street          | Pampa                | TX | 79065 | 918/970-4296 |      |
| G135511 | FQSR, LLC (dba KBP Foods)      | 6839 Spencer Highway           | Pasadena             | TX | 77505 | 913/428-3636 |      |
| G135485 | FQSR, LLC (dba KBP Foods)      | 802 W Southmore Ave            | Pasadena             | TX | 77502 | 913/428-3636 |      |
| G135519 | FQSR, LLC (dba KBP Foods)      | 5449 Fairmont Pkwy             | Pasadena             | TX | 77505 | 913/428-3636 |      |
| G135672 | FQSR, LLC (dba KBP Foods)      | 2002 Main St., Building 2      | Pearland             | TX | 77581 | 913/428-3636 |      |
| C521021 | Delect Foods, LLC              | 10034 Broadway Street          | Pearland             | TX | 77584 | 281/888-2439 | **** |
| J625212 | Ampex Brands of Pecos, LLC     | 5102 S. Cedar Street           | Pecos                | TX | 79772 | 469/917-3800 |      |
| G135238 | FQSR, LLC (dba KBP Foods)      | 904 E. Business Highway 83     | Pharr                | TX | 78577 | 913/428-3636 |      |
| J625117 | Ampex Brands Lubbock, Inc.     | 1900 W. Fifth & Raleigh        | Plainview            | TX | 79072 | 469/917-3800 |      |
| J625020 | Ampex Brands, LLC              | 1504 Custer Rd                 | Plano                | TX | 75075 | 469/917-3800 |      |
| J625001 | Ampex Brands, LLC              | 8609 Ohio Drive                | Plano                | TX | 75024 | 469/917-3800 |      |
| J625041 | Ampex Brands, LLC              | 2301 East 14th Street          | Plano                | TX | 75074 | 469/917-3800 |      |
| J625044 | Ampex Brands, LLC              | 401 Coit Road                  | Plano                | TX | 75075 | 469/917-3800 | **** |
| J625039 | Ampex Brands, LLC              | 6301 Coit Road                 | Plano                | TX | 75024 | 469/917-3800 |      |
| C521014 | Delect Foods, LLC              | 3650 Highway 365               | Port Arthur          | TX | 77642 | 281/888-2439 |      |
| J625112 | Ampex Brands West Texas LLC    | 2020 Hwy 181                   | Portland             | TX | 78374 | 469/917-3800 | **   |
| G135754 | FQSR, LLC (dba KBP Foods)      | 143 East Ovilla Rd.            | Red Oak              | TX | 75154 | 913/428-3636 |      |
| J625024 | Ampex Brands, LLC              | 1776 E Belt Line Rd            | Richardson           | TX | 75081 | 469/917-3800 |      |

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| C521027 | Emerge! Properties Fulshear, LLC | 26636 FM 1093 W           | Richmond           | TX | 77406 | 281/888-2439 |      |
| G135240 | FQSR, LLC (dba KBP Foods)        | 4580 East Highway 83      | Rio Grande City    | TX | 78582 | 913/428-3636 | **   |
| O35718  | Mas Restaurant Group, LLC        | 3802 FM 762               | Rosenberg          | TX | 77469 | 281/948-5455 | **** |
| C521009 | Delect Foods, LLC                | 3620 Avenue H             | Rosenberg          | TX | 77471 | 281/888-2439 |      |
| G135499 | FQSR, LLC (dba KBP Foods)        | 404 W Palm Valley Blvd    | Round Rock         | TX | 78664 | 913/428-3636 |      |
| G135504 | FQSR, LLC (dba KBP Foods)        | 641 Louis Henna Blvd      | Round Rock         | TX | 78664 | 913/428-3636 |      |
| G135696 | FQSR, LLC (dba KBP Foods)        | 3612 Highway 66           | Rowlett            | TX | 75088 | 913/428-3636 |      |
| J625275 | Ampex Brands of Cleburne, Inc.   | 1402 North Bryant Blvd.   | San Angelo         | TX | 76903 | 469/917-3800 |      |
| J625102 | Ampex Brands West Texas LLC      | 1801 S. Bryant Boulevard  | San Angelo         | TX | 76903 | 469/917-3800 |      |
| E003004 | DDO1-Texas, LLC                  | 6807 Military Drive, W.   | San Antonio        | TX | 78227 | 928/681-3344 |      |
| E003022 | DDO1-Texas, LLC                  | 8280 Bandera Rd.          | San Antonio        | TX | 78250 | 928/681-3344 |      |
| E003023 | DDO1-Texas, LLC                  | 2510 S.W. Military Drive  | San Antonio        | TX | 78224 | 928/681-3344 |      |
| E003020 | DDO1-Texas, LLC                  | 4711 W. Commerce St.      | San Antonio        | TX | 78237 | 928/681-3344 |      |
| E003018 | DDO1-Texas, LLC                  | 14076 Nacogdoches Road    | San Antonio        | TX | 78247 | 928/681-3344 | **** |
| E003017 | DDO1-Texas, LLC                  | 12050 Blanco Road         | San Antonio        | TX | 78216 | 928/681-3344 | **** |
| E003006 | DDO1-Texas, LLC                  | 9160 Grissom Road         | San Antonio        | TX | 78251 | 928/681-3344 |      |
| E003009 | DDO1-Texas, LLC                  | 6635 FM 78                | San Antonio        | TX | 78244 | 928/681-3344 | **** |
| E003015 | DDO1-Texas, LLC                  | 6808 NW Loop 410          | San Antonio        | TX | 78238 | 928/681-3344 |      |
| E003012 | DDO1-Texas, LLC                  | 2110 Goliad Rd            | San Antonio        | TX | 78223 | 928/681-3344 | **** |
| E003013 | DDO1-Texas, LLC                  | 2907 Thousand Oaks Drive  | San Antonio        | TX | 78247 | 928/681-3344 | **** |
| E003032 | DDO1-Texas, LLC                  | 12530 SW Loop 410         | San Antonio        | TX | 78211 | 928/681-3344 |      |
| E003034 | DDO1-Texas, LLC                  | 11719 Alamo Ranch Parkway | San Antonio        | TX | 78253 | 928/681-3344 |      |
| E003038 | DDO1-Texas, LLC                  | 9639 Potranco Rd          | San Antonio        | TX | 78251 | 928/681-3344 |      |
| E003041 | DDO1-Texas, LLC                  | 738 Seguin St             | San Antonio        | TX | 78208 | 928/681-3344 |      |
| E003037 | DDO1-Texas, LLC                  | 11727 SE Loop 410         | San Antonio        | TX | 78221 | 928/681-3344 |      |
| E003016 | DDO1-Texas, LLC                  | 7009 San Pedro Avenue     | San Antonio        | TX | 78216 | 928/681-3344 | **** |
| E003005 | DDO1-Texas, LLC                  | 5109 Walzem Road          | San Antonio        | TX | 78218 | 928/681-3344 |      |
| E003021 | DDO1-Texas, LLC                  | 8270 Marbach Rd.          | San Antonio        | TX | 78227 | 928/681-3344 |      |
| E003011 | DDO1-Texas, LLC                  | 5315 Rigsby Avenue        | San Antonio        | TX | 78222 | 928/681-3344 | **** |
| E003035 | DDO1-Texas, LLC                  | 8827 SW Loop 410          | San Antonio        | TX | 78252 | 928/681-3344 |      |
| E003008 | DDO1-Texas, LLC                  | 5211 De Zavala            | San Antonio        | TX | 78249 | 928/681-3344 |      |
| E003007 | DDO1-Texas, LLC                  | 1602 Loop 1604 E.         | San Antonio        | TX | 78232 | 928/681-3344 | **** |
| E003019 | DDO1-Texas, LLC                  | 8510 Fredericksburg Rd.   | San Antonio        | TX | 78229 | 928/681-3344 |      |
| G135235 | FQSR, LLC (dba KBP Foods)        | 1120 S. Business 77       | San Benito         | TX | 78586 | 913/428-3636 |      |
| E003027 | DDO1-Texas, LLC                  | 660 E. Hopkins Street     | San Marcos         | TX | 78666 | 928/681-3344 |      |
| E003014 | DDO1-Texas, LLC                  | 17397 IH 35 North         | Schertz            | TX | 78154 | 928/681-3344 | **** |
| C521010 | Delect Foods, LLC                | 815 Highway 96, S.        | Silsbee            | TX | 77656 | 281/888-2439 |      |
| G135217 | FQSR, LLC (dba KBP Foods)        | 3201 Padre Boulevard      | South Padre Island | TX | 78597 | 913/428-3636 |      |
| J625053 | Ampex Brands, LLC                | 101 North Kimball Avenue  | Southlake          | TX | 76092 | 469/917-3800 | **** |
| C240002 | AC Foods, LLC                    | 14709 US Highway 59       | Splendora          | TX | 77372 | 713/683-7889 |      |
| D212025 | SSK Foods, LLC                   | 2058 FM 2920              | Spring             | TX | 77388 | 281/569-4640 | **   |
| G135512 | FQSR, LLC (dba KBP Foods)        | 12570 Southwest Freeway   | Stafford           | TX | 77477 | 913/428-3636 |      |
| G135495 | FQSR, LLC (dba KBP Foods)        | 3501 Highway 6            | Sugar Land         | TX | 77478 | 913/428-3636 |      |
| G135227 | FQSR, LLC (dba KBP Foods)        | 10 South 31st Street      | Temple             | TX | 76504 | 913/428-3636 |      |

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| G135395 | FQSR, LLC (dba KBP Foods)               | 2839 New Boston Road         | Texarkana          | TX | 75501 | 913/428-3636 |      |
| F172014 | A & S Texas City Food Corporation, Inc. | 3013 Palmer Highway          | Texas City         | TX | 77590 | 409/945-3424 |      |
| J625287 | Ampex Brands, LLC                       | 3806 Main Street             | The Colony         | TX | 75056 | 469/917-3800 |      |
| G135489 | FQSR, LLC (dba KBP Foods)               | 630 Sawdust Rd               | The Woodlands      | TX | 77380 | 913/428-3636 |      |
| G135224 | FQSR, LLC (dba KBP Foods)               | 3630 Troup Highway           | Tyler              | TX | 75703 | 913/428-3636 |      |
| G135236 | FQSR, LLC (dba KBP Foods)               | 6901 South Broadway          | Tyler              | TX | 75703 | 913/428-3636 |      |
| E003003 | DDO1-Texas, LLC                         | 213 Pat Booker Rd            | Universal City     | TX | 78148 | 928/681-3344 | **** |
| G135665 | FQSR, LLC (dba KBP Foods)               | 2221 East Main Street        | Uvalde             | TX | 78801 | 913/428-3636 |      |
| F172018 | Victoria Food Corp Inc.                 | 1010 E. Rio Grande           | Victoria           | TX | 77901 | 409/945-3424 |      |
| G135216 | FQSR, LLC (dba KBP Foods)               | 1030 N. Valley Mills Road    | Waco               | TX | 76710 | 913/428-3636 |      |
| G135475 | FQSR, LLC (dba KBP Foods)               | 1209 N. Highway 77           | Waxahachie         | TX | 75165 | 913/428-3636 |      |
| G135649 | FQSR, LLC (dba KBP Foods)               | 104 Cleburne Ave             | Weatherford        | TX | 76086 | 913/428-3636 |      |
| G135213 | FQSR, LLC (dba KBP Foods)               | 421 West Business Highway 83 | Weslaco            | TX | 78596 | 913/428-3636 |      |
| C521029 | Emerge! Properties Fulshear, LLC        | 2207 West Mac Arthur Drive   | West Orange        | TX | 77630 | 281/888-2439 |      |
| G135884 | FQSR, LLC (dba KBP Foods)               | 2011 S Las Vegas Trail       | White Settlement   | TX | 76108 | 913/428-3636 |      |
| J417006 | Rayan RM National Corporation           | 2810 Central Freeway         | Wichita Falls      | TX | 76306 | 972/768-4277 | **** |
| G135700 | FQSR, LLC (dba KBP Foods)               | 413 South Hwy. 78            | Wylie              | TX | 75098 | 913/428-3636 |      |
| K071119 | MITRA QSR KNE, LLC                      | 7521 Richmond Hwy            | Alexandria         | VA | 22306 | 214/440-4144 |      |
| K071152 | MITRA QSR KNE, LLC                      | 5890 Kingstowne Center, #160 | Alexandria         | VA | 22315 | 214/440-4144 | **** |
| K071145 | MITRA QSR KNE, LLC                      | 6227 Little River Turnpike   | Alexandria         | VA | 22312 | 214/440-4144 |      |
| K071150 | MITRA QSR KNE, LLC                      | 7450 Little River Turnpike   | Annandale          | VA | 22003 | 214/440-4144 | **** |
| K071118 | MITRA QSR KNE, LLC                      | 4901 Lee Hwy                 | Arlington          | VA | 22207 | 214/440-4144 |      |
| K071148 | MITRA QSR KNE, LLC                      | 43951 Farmwell Hunt Plaza    | Ashburn            | VA | 20147 | 214/440-4144 | **** |
| G135151 | FQSR, LLC (dba KBP Foods)               | 806-A England St.            | Ashland            | VA | 23005 | 913/428-3636 | **   |
| K071146 | MITRA QSR KNE, LLC                      | 5711 Columbia Pike           | Baileys Crossroads | VA | 22041 | 214/440-4144 |      |
| G135931 | FQSR, LLC (dba KBP Foods)               | 882 E. Main Street           | Bedford            | VA | 24523 | 913/428-3636 |      |
| J718125 | JRN, Inc.                               | 606 Wood Avenue              | Big Stone Gap      | VA | 24219 | 931/490-4765 |      |
| J718120 | JRN, Inc.                               | 2037 Lee Highway             | Bristol            | VA | 24201 | 931/490-4765 |      |
| K071151 | MITRA QSR KNE, LLC                      | 9402 Old Burke Lake Rd.      | Burke              | VA | 22015 | 214/440-4144 | **** |
| J718072 | JRN, Inc.                               | 1705 N. Emmet Street         | Charlottesville    | VA | 22901 | 931/490-4765 |      |
| G135122 | FQSR, LLC (dba KBP Foods)               | 139 Battlefield Blvd. S      | Chesapeake         | VA | 23322 | 913/428-3636 | **** |
| G135160 | FQSR, LLC (dba KBP Foods)               | 3148 Western Branch Blvd.    | Chesapeake         | VA | 23321 | 913/428-3636 |      |
| G135127 | FQSR, LLC (dba KBP Foods)               | 2212 S. Military Hwy.        | Chesapeake         | VA | 23320 | 913/428-3636 | **** |
| C324005 | P2 Restaurants Inc.                     | 10310 Iron Bridge Road       | Chesterfield       | VA | 23832 | 804/269-8288 |      |
| G135932 | FQSR, LLC (dba KBP Foods)               | 200 Peppers Ferry Road, N.E. | Christiansburg     | VA | 24073 | 913/428-3636 |      |
| G135933 | FQSR, LLC (dba KBP Foods)               | 3500 Virginia Avenue         | Collinsville       | VA | 24078 | 913/428-3636 |      |
| C324002 | P2 Restaurants Inc.                     | 1620 Boulevard               | Colonial Heights   | VA | 23834 | 804/269-8288 |      |
| G135930 | FQSR, LLC (dba KBP Foods)               | 810 South Craig Avenue       | Covington          | VA | 24426 | 913/428-3636 |      |
| K071106 | MITRA QSR KNE, LLC                      | 1106 S Main St.              | Culpeper           | VA | 22701 | 214/440-4144 |      |
| G135927 | FQSR, LLC (dba KBP Foods)               | 604 Memorial Drive           | Danville           | VA | 24541 | 913/428-3636 |      |
| G135928 | FQSR, LLC (dba KBP Foods)               | 762 Piney Forest Road        | Danville           | VA | 24540 | 913/428-3636 |      |
| K071113 | MITRA QSR KNE, LLC                      | 17450 Jefferson Davis Hwy    | Dumfries           | VA | 22026 | 214/440-4144 |      |
| J718288 | JRN, Inc.                               | 107 Cloverleaf Drive         | Emporia            | VA | 23847 | 931/490-4765 | **** |
| G135926 | FQSR, LLC (dba KBP Foods)               | 2005 S Main St               | Farmville          | VA | 23901 | 913/428-3636 |      |

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| J718254 | JRN, Inc.                                   | 1290 Armory Drive                            | Franklin        | VA | 23851 | 931/490-4765 | **** |
| J718089 | JRN, Inc.                                   | 10243 Patriot Hwy                            | Fredericksburg  | VA | 22407 | 931/490-4765 |      |
| J718150 | JRN, Inc.                                   | 302 Hanson Avenue                            | Fredericksburg  | VA | 22401 | 931/490-4765 |      |
| D295001 | Kentucky Fried Chicken of Front Royal, Inc. | 807 John Marshall Highway                    | Front Royal     | VA | 22630 | 540/465-2718 |      |
| K071147 | MITRA QSR KNE, LLC                          | 7600 Linton Hall Road                        | Gainesville     | VA | 20155 | 214/440-4144 |      |
| L087002 | PEAK MANAGEMENT, LLC                        | 1122 E. Stuart Drive                         | Galax           | VA | 24333 | 540/483-1938 |      |
| J718234 | JRN, Inc.                                   | 6975 George Washington Mem. Hwy.             | Gloucester      | VA | 23061 | 931/490-4765 |      |
| G135124 | FQSR, LLC (dba KBP Foods)                   | 1603 E. Pembroke Ave.                        | Hampton         | VA | 23663 | 913/428-3636 | **** |
| G135126 | FQSR, LLC (dba KBP Foods)                   | 1101 W. Pembroke Ave.                        | Hampton         | VA | 23661 | 913/428-3636 | **** |
| G135143 | FQSR, LLC (dba KBP Foods)                   | 207 W. Mercury Blvd.                         | Hampton         | VA | 23669 | 913/428-3636 |      |
| G135627 | FQSR, LLC (dba KBP Foods)                   | 2160 John Wayland Highway                    | Harrisonburg    | VA | 22801 | 913/428-3636 |      |
| G135626 | FQSR, LLC (dba KBP Foods)                   | 891 Cantrell Avenue                          | Harrisonburg    | VA | 22801 | 913/428-3636 |      |
| C324003 | P2 Restaurants Inc.                         | 3011 Oaklawn Boulevard                       | Hopewell        | VA | 23860 | 804/269-8288 |      |
| 020974  | BurgerBusters Inc.                          | 5400 James Madison Parkway                   | King George     | VA | 22485 | 757/412-0112 | **** |
| J718256 | JRN, Inc.                                   | 23 Elliott Street                            | Lebanon         | VA | 24266 | 931/490-4765 |      |
| J718110 | JRN, Inc.                                   | 100 Walker Street                            | Lexington       | VA | 24450 | 931/490-4765 |      |
| J718057 | JRN, Inc.                                   | 20250 Timberlake Road                        | Lynchburg       | VA | 24502 | 931/490-4765 |      |
| J718215 | JRN, Inc.                                   | 2301 Wards Road                              | Lynchburg       | VA | 24502 | 931/490-4765 |      |
| J718058 | JRN, Inc.                                   | 117 Lakeview Drive, Seminole Shopping Center | Madison Heights | VA | 24572 | 931/490-4765 |      |
| K071142 | MITRA QSR KNE, LLC                          | 10036 Dumfries Rd                            | Manassas        | VA | 20110 | 214/440-4144 | **** |
| K071108 | MITRA QSR KNE, LLC                          | 7789 Sudley Road                             | Manassas        | VA | 20109 | 214/440-4144 |      |
| J718244 | JRN, Inc.                                   | 798 N. Main Street                           | Marion          | VA | 24354 | 931/490-4765 | **** |
| G135935 | FQSR, LLC (dba KBP Foods)                   | 18 Tensbury Drive                            | Martinsville    | VA | 24112 | 913/428-3636 |      |
| G135146 | FQSR, LLC (dba KBP Foods)                   | 7091 Mechanicsville Turnpike                 | Mechanicsville  | VA | 23111 | 913/428-3636 |      |
| G135149 | FQSR, LLC (dba KBP Foods)                   | 10151 Hull Street Road                       | Midlothian      | VA | 23112 | 913/428-3636 |      |
| G135130 | FQSR, LLC (dba KBP Foods)                   | 12630 Warwick Blvd.                          | Newport News    | VA | 23606 | 913/428-3636 | **** |
| G135164 | FQSR, LLC (dba KBP Foods)                   | 746 J Clyde Morris Blvd.                     | Newport News    | VA | 23601 | 913/428-3636 | **** |
| G135135 | FQSR, LLC (dba KBP Foods)                   | 5010 Mercury Blvd.                           | Newport News    | VA | 23605 | 913/428-3636 |      |
| G135133 | FQSR, LLC (dba KBP Foods)                   | 15496 Warwick Blvd.                          | Newport News    | VA | 23608 | 913/428-3636 |      |
| G135131 | FQSR, LLC (dba KBP Foods)                   | 12104 Jefferson Ave.                         | Newport News    | VA | 23602 | 913/428-3636 |      |
| G135136 | FQSR, LLC (dba KBP Foods)                   | 199 W. Ocean View Ave.                       | Norfolk         | VA | 23503 | 913/428-3636 | **** |
| G135132 | FQSR, LLC (dba KBP Foods)                   | 1716 Monticello Ave.                         | Norfolk         | VA | 23517 | 913/428-3636 |      |
| G135153 | FQSR, LLC (dba KBP Foods)                   | 1263 N. Military Highway                     | Norfolk         | VA | 23502 | 913/428-3636 |      |
| G135159 | FQSR, LLC (dba KBP Foods)                   | 3690 Sewells Point Road                      | Norfolk         | VA | 23513 | 913/428-3636 | **** |
| 037921  | Hut Carolinas LLC                           | 546 1/2 E. Riverside Drive                   | North Tazewell  | VA | 24630 | 317/288-9581 | ***  |
| G135156 | FQSR, LLC (dba KBP Foods)                   | 320 Madison Road                             | Orange          | VA | 22960 | 913/428-3636 | **   |
| C324006 | P2 Restaurants Inc.                         | 3335A S. Crater Road                         | Petersburg      | VA | 23805 | 804/269-8288 |      |
| C324007 | P2 Restaurants Inc.                         | 5420 Boydton Plank Road                      | Petersburg      | VA | 23803 | 804/269-8288 |      |
| G135123 | FQSR, LLC (dba KBP Foods)                   | 2800 Airline Blvd.                           | Portsmouth      | VA | 23701 | 913/428-3636 |      |
| G135155 | FQSR, LLC (dba KBP Foods)                   | 440 Chestnut Street                          | Portsmouth      | VA | 23704 | 913/428-3636 |      |
| G135152 | FQSR, LLC (dba KBP Foods)                   | 5004 George Washington Hwy.                  | Portsmouth      | VA | 23702 | 913/428-3636 | **** |
| C324001 | P2 Restaurants Inc.                         | 1793A Southcreek One                         | Powhatan        | VA | 23139 | 804/269-8288 | **** |
| G135929 | FQSR, LLC (dba KBP Foods)                   | 1991 Memorial Drive                          | Pulaski         | VA | 24301 | 913/428-3636 | **** |

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|---------|--|------------------------------|----------------|----|-------|--------------|------|
| G135141 | FQSR, LLC (dba KBP Foods)              | 9000 W. Broad St.            | Richmond       | VA | 23294 | 913/428-3636 |      |
| G135142 | FQSR, LLC (dba KBP Foods)              | 9300 Midlothian Turnpike     | Richmond       | VA | 23235 | 913/428-3636 |      |
| G135147 | FQSR, LLC (dba KBP Foods)              | 401 E. Belt Blvd.            | Richmond       | VA | 23224 | 913/428-3636 |      |
| G135148 | FQSR, LLC (dba KBP Foods)              | 1006 Azalea Ave.             | Richmond       | VA | 23227 | 913/428-3636 |      |
| G135165 | FQSR, LLC (dba KBP Foods)              | 3800 Mechanicsville Turnpike | Richmond       | VA | 23223 | 913/428-3636 |      |
| G135150 | FQSR, LLC (dba KBP Foods)              | 4821 Williamsburg Rd.        | Richmond       | VA | 23231 | 913/428-3636 |      |
| G135145 | FQSR, LLC (dba KBP Foods)              | 4504 Jefferson Davis Hwy.    | Richmond       | VA | 23234 | 913/428-3636 | **** |
| J718148 | JRN, Inc.                              | 3401 Orange Avenue           | Roanoke        | VA | 24012 | 931/490-4765 |      |
| J718149 | JRN, Inc.                              | 4057 Electric Road           | Roanoke        | VA | 24018 | 931/490-4765 |      |
| J718059 | JRN, Inc.                              | 5209 Williamson Road         | Roanoke        | VA | 24012 | 931/490-4765 |      |
| L087001 | PEAKOPERATIONS, LLC                    | 1775 North Main St.          | Rocky Mount    | VA | 24151 | 540/483-1938 |      |
| O39735  | Charter Central, LLC                   | 8726 Seminole Trail          | Ruckersville   | VA | 22968 | 423/587-0690 | **** |
| J718163 | JRN, Inc.                              | 1800 West Main Street        | Salem          | VA | 24153 | 931/490-4765 |      |
| G135937 | FQSR, LLC (dba KBP Foods)              | 1222 Wilborn Avenue          | South Boston   | VA | 24592 | 913/428-3636 |      |
| O29401  | Luihn VantEdge Partners, LLC           | 703 E. Atlantic              | South Hill     | VA | 23970 | 919/850-0558 | **** |
| J718088 | JRN, Inc.                              | 2838 Jefferson Davis Highway | Stafford       | VA | 22554 | 931/490-4765 |      |
| G135628 | FQSR, LLC (dba KBP Foods)              | 1022 Richmond Avenue         | Staunton       | VA | 24401 | 913/428-3636 |      |
| O19680  | BurgerBusters Inc.                     | 113 Town Run Lane            | Stephens City  | VA | 22655 | 757/412-0112 | **** |
| K071153 | MITRA QSR KNE, LLC                     | 22300 S. Sterling Blvd.      | Sterling       | VA | 20164 | 214/440-4144 |      |
| K071149 | MITRA QSR KNE, LLC                     | 45960 Denizen Plaza Road     | Sterling       | VA | 20165 | 214/440-4144 | **** |
| J718111 | JRN, Inc.                              | 915 N. Main                  | Suffolk        | VA | 23434 | 931/490-4765 |      |
| G135138 | FQSR, LLC (dba KBP Foods)              | 1658 Tappahannock Blvd.      | Tappahannock   | VA | 22560 | 913/428-3636 | **** |
| J718061 | JRN, Inc.                              | 713 Hardy Road               | Vinton         | VA | 24179 | 931/490-4765 |      |
| G135137 | FQSR, LLC (dba KBP Foods)              | 3381 Virginia Beach Blvd.    | Virginia Beach | VA | 23452 | 913/428-3636 |      |
| G135129 | FQSR, LLC (dba KBP Foods)              | 1300 Fordham Dr.             | Virginia Beach | VA | 23464 | 913/428-3636 |      |
| G135154 | FQSR, LLC (dba KBP Foods)              | 2072 S. Independence Blvd.   | Virginia Beach | VA | 23453 | 913/428-3636 |      |
| G135121 | FQSR, LLC (dba KBP Foods)              | 6544 Indian River Rd.        | Virginia Beach | VA | 23464 | 913/428-3636 | **** |
| G135128 | FQSR, LLC (dba KBP Foods)              | 4253 Holland Rd.             | Virginia Beach | VA | 23452 | 913/428-3636 |      |
| G135134 | FQSR, LLC (dba KBP Foods)              | 1660 General Booth Blvd.     | Virginia Beach | VA | 23454 | 913/428-3636 |      |
| K071107 | MITRA QSR KNE, LLC                     | 200 Broadview Ave            | Warrenton      | VA | 20186 | 214/440-4144 | **   |
| J718236 | JRN, Inc.                              | 2015 Rosser Avenue           | Waynesboro     | VA | 22980 | 931/490-4765 |      |
| J718233 | JRN, Inc.                              | 1905 Pocahontas Trail        | Williamsburg   | VA | 23185 | 931/490-4765 | **** |
| J718246 | JRN, Inc.                              | 1545 Richmond Road           | Williamsburg   | VA | 23185 | 931/490-4765 |      |
| G135734 | FQSR, LLC (dba KBP Foods)              | 1042 Berryville Avenue       | Winchester     | VA | 22601 | 913/428-3636 |      |
| G135735 | FQSR, LLC (dba KBP Foods)              | 885 Fox Drive                | Winchester     | VA | 22603 | 913/428-3636 |      |
| J718126 | JRN, Inc.                              | #4 Ridgeview Center          | Wise           | VA | 24293 | 931/490-4765 |      |
| K071111 | MITRA QSR KNE, LLC                     | 13565 Minnieville Rd.        | Woodbridge     | VA | 22192 | 214/440-4144 |      |
| K071109 | MITRA QSR KNE, LLC                     | 1307 Devils Reach Rd.        | Woodbridge     | VA | 22192 | 214/440-4144 |      |
| D295002 | Easter Food Systems, Inc.              | 321 W. Reservoir Rd.         | Woodstock      | VA | 22664 | 540/465-2718 |      |
| J718258 | JRN, Inc.                              | 150 Commonwealth Drive       | Wytheville     | VA | 24382 | 931/490-4765 | **** |
| C029046 | Franchise Management Investors US, LLC | 100 Northside Drive          | Bennington     | VT | 05201 | 506/323-1878 | **** |
| C029042 | Franchise Management Investors US, LLC | 1129 US Route 302            | Berlin         | VT | 05641 | 506/323-1878 |      |
| G205006 | Bratt KT, Inc.                         | 1007 Putney Road             | Brattleboro    | VT | 05301 | 978/970-4990 | **** |
| C029041 | Franchise Management Investors US, LLC | 126 Pearl Street             | Essex Junction | VT | 05452 | 506/323-1878 |      |

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| C029045 | Franchise Management Investors US, LLC | 153 S. Main St                      | Rutland           | VT | 05701 | 506/323-1878 |      |
| C029043 | Franchise Management Investors US, LLC | 363 Swanton Road                    | Saint Albans Town | VT | 05478 | 506/323-1878 | **** |
| C029044 | Franchise Management Investors US, LLC | 985 Memorial Drive                  | Saint Johnsbury   | VT | 05819 | 506/323-1878 | **** |
| C748042 | Northwest Restaurants, Inc.            | 1110 East Wishkah Street            | Aberdeen          | WA | 98520 | 425/486-6336 |      |
| C748050 | Northwest Restaurants, Inc.            | 11921 W. Sunset Highway             | Airway Heights    | WA | 99001 | 425/486-6336 | *    |
| C748038 | Northwest Restaurants, Inc.            | 3433 169th Place N.E.               | Arlington         | WA | 98223 | 425/486-6336 |      |
| E720396 | Harman Management Corporation          | 1002 Auburn Way                     | Auburn            | WA | 98002 | 801/313-8000 |      |
| C748025 | Northwest Restaurants, Inc.            | 12611 SE 38th St.                   | Bellevue          | WA | 98006 | 425/486-6336 |      |
| C748043 | Northwest Restaurants, Inc.            | 1120 Barkley Boulevard              | Bellingham        | WA | 98225 | 425/486-6336 | *    |
| E720388 | Harman Management Corporation          | 20601 Highway 410                   | Bonney Lake       | WA | 98390 | 801/313-8000 | *    |
| E720394 | Harman Management Corporation          | 15209 1st Ave. South                | Burien            | WA | 98148 | 801/313-8000 |      |
| C748007 | Northwest Restaurants, Inc.            | 619 West Main Street                | Centralia         | WA | 98531 | 425/486-6336 | *    |
| C748053 | Spokane Falls Restaurants, LLC         | 1520 N. Highway 395                 | Colville          | WA | 99114 | 425/486-6336 | **** |
| E720429 | Harman Management Corporation          | 17425 SE 272nd St.                  | Covington         | WA | 98042 | 801/313-8000 | **** |
| E720417 | Harman Management Corporation          | 25925 Pacific Highway South         | Des Moines        | WA | 98198 | 801/313-8000 |      |
| C150002 | Kentucky Fried Chicken of W.E.M., Inc. | 410 Valley Mall Parkway             | East Wenatchee    | WA | 98802 | 509/884-1480 | **** |
| D181007 | Pacific Restaurants, Inc.              | 227 128th St. SW                    | Everett           | WA | 98204 | 425/778-9119 | *    |
| C748002 | Northwest Restaurants, Inc.            | 2702 Broadway                       | Everett           | WA | 98201 | 425/486-6336 |      |
| C748005 | Northwest Restaurants, Inc.            | 7407 Evergreen Way                  | Everett           | WA | 98203 | 425/486-6336 |      |
| E720404 | Harman Management Corporation          | 2300 SW 336th St.                   | Everett Way       | WA | 98023 | 801/313-8000 |      |
| E720383 | Harman Management Corporation          | 5121 Point Fosdick Drive            | Gig Harbor        | WA | 98335 | 801/313-8000 |      |
| E720356 | Harman Management Corporation          | 2631 West Kennewick Avenue          | Kennewick         | WA | 99336 | 801/313-8000 | *    |
| E720384 | Harman Management Corporation          | 901 North Columbia Center Boulevard | Kennewick         | WA | 99336 | 801/313-8000 | **** |
| E720484 | Harman Management Corporation          | 10414 SE 260th Street               | Kent              | WA | 98030 | 801/313-8000 |      |
| C748006 | Northwest Restaurants, Inc.            | 4521 Lacey Boulevard                | Lacey             | WA | 98503 | 425/486-6336 |      |
| C748051 | Northwest Restaurants, Inc.            | 8030 Martin Way, E.                 | Lacey             | WA | 98516 | 425/486-6336 |      |
| G141001 | G & J Restaurants Corporation          | 920 Washington Way                  | Longview          | WA | 98632 | 360/430-2451 | *    |
| D181004 | Pacific Restaurants, Inc.              | 4011 196th St. SW                   | Lynnwood          | WA | 98036 | 425/778-9119 |      |
| E720421 | Harman Management Corporation          | 23848 225th St. S.E.                | Maple Valley      | WA | 98038 | 801/313-8000 | **** |
| C748003 | Northwest Restaurants, Inc.            | 1234 State Street                   | Marysville        | WA | 98270 | 425/486-6336 |      |
| C748009 | Northwest Restaurants, Inc.            | 19619 State Highway 2               | Monroe            | WA | 98272 | 425/486-6336 |      |
| C150003 | Kentucky Fried Chicken of W.E.M., Inc. | 411 East Third Avenue               | Moses Lake        | WA | 98837 | 509/884-1480 | *    |
| C748001 | Northwest Restaurants, Inc.            | 2003 Riverside Drive                | Mount Vernon      | WA | 98273 | 425/486-6336 | *    |
| C150009 | Kentucky Fried Chicken of W.E.M., Inc. | 620 Omache Drive                    | Omak              | WA | 98841 | 509/884-1480 | **** |
| C750082 | Argonaut Food Partners, LLC            | 5508 Northeast Gher Road            | Orchards          | WA | 98662 | 541/273-4639 |      |
| E720476 | Harman Management Corporation          | 2210 W. Court Street                | Parco             | WA | 99301 | 801/313-8000 | *    |
| E143010 | Orchard LLC                            | 2001 East First Street              | Port Angeles      | WA | 98362 | 360/698-8600 | **** |
| E143002 | Orchard LLC                            | 1310 Bay Street                     | Port Orchard      | WA | 98366 | 360/698-8600 |      |
| E720389 | Harman Management Corporation          | 109 Merlot Drive                    | Prosser           | WA | 99350 | 801/313-8000 | **** |
| E720370 | Harman Management Corporation          | 301 2nd Street NE                   | Puyallup          | WA | 98372 | 801/313-8000 |      |
| E720425 | Harman Management Corporation          | 17514 Meridian East                 | Puyallup          | WA | 98374 | 801/313-8000 | **** |
| E720456 | Harman Management Corporation          | 11418 Canyon Road East              | Puyallup          | WA | 98373 | 801/313-8000 | *    |
| C748024 | Northwest Restaurants, Inc.            | 15802 Bear Creek Parkway            | Redmond           | WA | 98052 | 425/486-6336 |      |
| E720415 | Harman Management Corporation          | 10433 S.E. Carr Rd.                 | Renton            | WA | 98055 | 801/313-8000 |      |

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| E720398 | Harman Management Corporation              | 604 Rainier Ave. S.               | Renton         | WA | 98055 | 801/313-8000 | *    |
| E720502 | Harman Management Corporation              | 2750 Duportail Street             | Richland       | WA | 99352 | 801/313-8000 | *    |
| D181001 | Pacific Restaurants, Inc.                  | 13450 Aurora Ave. N               | Seattle        | WA | 98133 | 425/778-9119 |      |
| E720403 | Harman Management Corporation              | 10050 16th Ave. SW                | Seattle        | WA | 98146 | 801/313-8000 | *    |
| E720450 | Harman Management Corporation              | 2201 4th Avenue South             | Seattle        | WA | 98134 | 801/313-8000 | **** |
| D181003 | Pacific Restaurants, Inc.                  | 210 W. Mercer St.                 | Seattle        | WA | 98119 | 425/778-9119 | **** |
| E720399 | Harman Management Corporation              | 9401 Rainier Ave. S               | Seattle        | WA | 98118 | 801/313-8000 | **** |
| E143006 | Orchard LLC                                | 10575 Silverdale Way              | Silverdale     | WA | 98383 | 360/698-8600 |      |
| C748004 | Northwest Restaurants, Inc.                | 1209 Avenue D                     | Snohomish      | WA | 98290 | 425/486-6336 |      |
| C748046 | Northwest Restaurants, Inc.                | 2819 E 29th Street                | Spokane        | WA | 99223 | 425/486-6336 | *    |
| C748049 | Northwest Restaurants, Inc.                | 9229 Division Street              | Spokane        | WA | 99218 | 425/486-6336 |      |
| C748047 | Northwest Restaurants, Inc.                | 4016 North Division Street        | Spokane        | WA | 99207 | 425/486-6336 |      |
| C748045 | Northwest Restaurants, Inc.                | 1812 Northwest Boulevard          | Spokane        | WA | 99205 | 425/486-6336 |      |
| E720193 | Harman Management Corporation              | 1928 Yakima Valley Hwy.           | Sunnyside      | WA | 98944 | 801/313-8000 | *    |
| E720375 | Harman Management Corporation              | 14522 Pacific Avenue              | Tacoma         | WA | 98444 | 801/313-8000 | *    |
| E720381 | Harman Management Corporation              | 7605 Steilacoom Boulevard         | Tacoma         | WA | 98498 | 801/313-8000 |      |
| E720372 | Harman Management Corporation              | 8036 Pacific Avenue               | Tacoma         | WA | 98408 | 801/313-8000 |      |
| E720374 | Harman Management Corporation              | 11719 Bridgeport Way              | Tacoma         | WA | 98499 | 801/313-8000 | *    |
| E720373 | Harman Management Corporation              | 2006 Sixth Avenue                 | Tacoma         | WA | 98403 | 801/313-8000 | *    |
| E720194 | Harman Management Corporation              | 415 South Elm Street              | Toppenish      | WA | 98948 | 801/313-8000 | **** |
| E720401 | Harman Management Corporation              | 15036 Tukwila International Blvd. | Tukwila        | WA | 98188 | 801/313-8000 | **** |
| C748008 | Northwest Restaurants, Inc.                | 5110 Capitol Boulevard            | Tumwater       | WA | 98501 | 425/486-6336 |      |
| C750081 | Argonaut Food Partners, LLC                | 1203 N.E. 78th Street             | Vancouver      | WA | 98665 | 541/273-4639 |      |
| C748048 | Northwest Restaurants, Inc.                | 15330 East Sprague Avenue         | Veradale       | WA | 99037 | 425/486-6336 |      |
| E720359 | Harman Management Corporation              | 595 W. Rose St.                   | Walla Walla    | WA | 99362 | 801/313-8000 | *    |
| C150001 | Kentucky Fried Chicken of W.E.M., Inc.     | 1015 North Mission Street         | Wenatchee      | WA | 98801 | 509/884-1480 | *    |
| C748037 | Northwest Restaurants, Inc.                | 17100 140th Avenue NE             | Woodinville    | WA | 98072 | 425/486-6336 |      |
| E720189 | Harman Management Corporation              | 107 South 5th Avenue              | Yakima         | WA | 98902 | 801/313-8000 | *    |
| E720190 | Harman Management Corporation              | 2325 S. First Street              | Yakima         | WA | 98903 | 801/313-8000 | *    |
| E720191 | Harman Management Corporation              | 110 North 40th Avenue             | Yakima         | WA | 98908 | 801/313-8000 |      |
| C748044 | Northwest Restaurants, Inc.                | 1310 E. Yelm Avenue               | Yelm           | WA | 98597 | 425/486-6336 | **** |
| K071165 | Mitra Midwest Acquisition, LLC             | 2003 S. Hastings Way              | Altoona        | WI | 54720 | 214/440-4144 |      |
| K092003 | K T Merrill, LLC                           | 1700 Neva Road                    | Antigo         | WI | 54409 | 715/536-5000 | **** |
| G135780 | FQSR, LLC (dba KBP Foods)                  | 900 State Road 136                | Baraboo        | WI | 53913 | 913/428-3636 | *    |
| D148019 | EYM Chicken of Wisconsin, LLC              | 2735 Prairie Avenue               | Beloit         | WI | 53511 | 214/819-3800 |      |
| D556006 | Chocolate City Chicken, Inc.               | 1084 Milwaukee Avenue             | Burlington     | WI | 53105 | 262/697-9106 |      |
| K071168 | Mitra Midwest Acquisition, LLC             | 1017 Woodward Avenue              | Chippewa Falls | WI | 54729 | 214/440-4144 |      |
| K071230 | Mitra Midwest Operations, LLC              | 442 S. Wright Street              | Delavan        | WI | 53115 | 214/440-4144 |      |
| K071216 | Mitra Midwest Operations, LLC              | 147 North Pioneer Road            | Fond Du Lac    | WI | 54935 | 214/440-4144 |      |
| K071195 | Mitra Midwest Operations, LLC              | 1609 West Shawano                 | Green Bay      | WI | 54303 | 214/440-4144 |      |
| C750045 | Argonaut Food Partners, LLC                | 1201 Coulee Road                  | Hudson         | WI | 54016 | 541/273-4639 |      |
| D148002 | EYM Chicken of Wisconsin, LLC              | 2425 Milton Avenue                | Janesville     | WI | 53545 | 214/819-3800 |      |
| D556002 | Third Kenosha Kentucky Fried Chicken, Inc. | 12303 W. 75th Street              | Kenosha        | WI | 53142 | 262/697-9106 |      |
| D556004 | First Kenosha Kentucky Fried Chicken, Inc. | 4405 - 52nd Street                | Kenosha        | WI | 53144 | 262/697-9106 |      |

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| D556003 | Second Kenosha Kentucky Fried Chicken, Inc. | 8026 - 39th Avenue               | Kenosha          | WI | 53142 | 262/697-9106 |      |
| K071166 | Mitra Midwest Acquisition, LLC              | 3415 Fiesta Court                | La Crosse        | WI | 54601 | 214/440-4144 |      |
| K071169 | Mitra Midwest Acquisition, LLC              | 2001 Rose Street                 | La Crosse        | WI | 54603 | 214/440-4144 |      |
| K071219 | Mitra Midwest Operations, LLC               | 171 N. Wells Street              | Lake Geneva      | WI | 53147 | 214/440-4144 |      |
| K071222 | Mitra Midwest Operations, LLC               | 604 Cottage Grove Road           | Madison          | WI | 53716 | 214/440-4144 |      |
| K071223 | Mitra Midwest Operations, LLC               | 1516 Greenway Cross              | Madison          | WI | 53713 | 214/440-4144 |      |
| K071224 | Mitra Midwest Operations, LLC               | 7501 Mineral Point Road          | Madison          | WI | 53717 | 214/440-4144 |      |
| K071294 | Mitra Midwest Operations, LLC               | 4201 Dewey Street                | Manitowoc        | WI | 54220 | 214/440-4144 |      |
| K071163 | Mitra Midwest Acquisition, LLC              | 1000 S. Central Ave.             | Marshfield       | WI | 54449 | 214/440-4144 |      |
| K092002 | K T Merrill, LLC                            | 860 North 8th Street             | Medford          | WI | 54451 | 715/536-5000 | **** |
| K071199 | Mitra Midwest Operations, LLC               | 1195 Valley Road                 | Menasha          | WI | 54952 | 214/440-4144 |      |
| K092001 | K T Merrill, LLC                            | N1667 County Road W              | Merrill          | WI | 54452 | 715/536-5000 | **** |
| K071202 | Mitra Midwest Operations, LLC               | 5444 North Lovers Lane           | Milwaukee        | WI | 53225 | 214/440-4144 |      |
| K071197 | Mitra Midwest Operations, LLC               | 4400 North 60th Street           | Milwaukee        | WI | 53218 | 214/440-4144 |      |
| K071193 | Mitra Midwest Operations, LLC               | 6706 West North Avenue           | Milwaukee        | WI | 53213 | 214/440-4144 |      |
| K071200 | Mitra Midwest Operations, LLC               | 1570 W. Mitchell                 | Milwaukee        | WI | 53204 | 214/440-4144 |      |
| K071201 | Mitra Midwest Operations, LLC               | 1402 South 43rd Street           | Milwaukee        | WI | 53214 | 214/440-4144 |      |
| K071208 | Mitra Midwest Operations, LLC               | 2470 N. Martin Luther King Drive | Milwaukee        | WI | 53212 | 214/440-4144 |      |
| K071198 | Mitra Midwest Operations, LLC               | 110 West Layton Avenue           | Milwaukee        | WI | 53207 | 214/440-4144 |      |
| K071203 | Mitra Midwest Operations, LLC               | 7242 N. Teutonia Ave.            | Milwaukee        | WI | 53209 | 214/440-4144 |      |
| K071218 | Mitra Midwest Operations, LLC               | 1020 Winneconne Avenue           | Neenah           | WI | 54956 | 214/440-4144 |      |
| C029059 | Franchise Management Investors US, LLC      | 95 E. Business Highway 151       | Platteville      | WI | 53818 | 506/323-1878 | **** |
| G135781 | FQSR, LLC (dba KBP Foods)                   | 1770 Plover Road                 | Plover           | WI | 54467 | 913/428-3636 |      |
| G135777 | FQSR, LLC (dba KBP Foods)                   | 2990 New Pinery Road             | Portage          | WI | 53901 | 913/428-3636 |      |
| K071227 | Mitra Midwest Operations, LLC               | 3212 Douglas Avenue              | Racine           | WI | 53402 | 214/440-4144 |      |
| K071228 | Mitra Midwest Operations, LLC               | 2090 S. Green Bay Road           | Racine           | WI | 53406 | 214/440-4144 |      |
| D148040 | EYM Chicken of Wisconsin, LLC               | 1733 East Main St.               | Reedsburg        | WI | 53959 | 214/819-3800 | **** |
| K071167 | Mitra Midwest Acquisition, LLC              | 2301 S. Main Street              | Rice Lake        | WI | 54868 | 214/440-4144 |      |
| C119016 | Bell Great Lakes LLC                        | 1950 US Highway 14 East          | Richland Center  | WI | 53581 | 317/288-9581 | **** |
| G135779 | FQSR, LLC (dba KBP Foods)                   | 1180 West Fond Du Lac            | Ripon            | WI | 54971 | 913/428-3636 | **** |
| K071215 | Mitra Midwest Operations, LLC               | 102 Airport Road                 | Shawano          | WI | 54166 | 214/440-4144 |      |
| L185002 | Kentucky Fried Chicken of Sheboygan, Inc.   | 2333 S Business Dr               | Sheboygan        | WI | 53081 | 920/207-4827 |      |
| K071196 | Mitra Midwest Operations, LLC               | 101 North Chicago Avenue         | South Milwaukee  | WI | 53172 | 214/440-4144 |      |
| D148033 | EYM Chicken of Wisconsin, LLC               | 1324 Nygaard                     | Stoughton        | WI | 53589 | 214/819-3800 | **** |
| K071229 | Mitra Midwest Operations, LLC               | 1070 Emerald Terrace             | Sun Prairie      | WI | 53590 | 214/440-4144 |      |
| G135778 | FQSR, LLC (dba KBP Foods)                   | 102 W McCoy Rd                   | Tomah            | WI | 54660 | 913/428-3636 |      |
| D148043 | EYM Chicken of Wisconsin, LLC               | 605 S Church St.                 | Watertown        | WI | 53094 | 214/819-3800 |      |
| K071212 | Mitra Midwest Operations, LLC               | 331 West Sunset Drive            | Waukesha         | WI | 53189 | 214/440-4144 |      |
| K071164 | Mitra Midwest Acquisition, LLC              | 222 Stewart Avenue               | Wausau           | WI | 54401 | 214/440-4144 |      |
| K071210 | Mitra Midwest Operations, LLC               | 2860 So. 108th St.               | West Allis       | WI | 53227 | 214/440-4144 |      |
| K071162 | Mitra Midwest Acquisition, LLC              | 1750 8th Street South            | Wisconsin Rapids | WI | 54494 | 214/440-4144 | **** |
| E320145 | AceDeuce 2, LLC                             | 904 Ritter Drive                 | Beaver           | WV | 25813 | 786/845-6402 |      |
| E320140 | AceDeuce 2, LLC                             | 3025 Robert C. Byrd Dr.          | Beckley          | WV | 25801 | 786/845-6402 |      |
| J089009 | Charter Central, LLC                        | 207 Marshall St.                 | Benwood          | WV | 26031 | 423/587-0690 | **** |

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|         |   |  |                  |    |       |              |      |
|---------|---|--|------------------|----|-------|--------------|------|
| E320141 | AceDeuce 2, LLC                             | 3300 Cumberland Road                           | Bluefield        | WV | 24701 | 786/845-6402 |      |
| G135643 | FQSR, LLC (dba KBP Foods)                   | Route 6, Box 466                               | Buckhannon       | WV | 26201 | 913/428-3636 |      |
| K071116 | MITRA QSR KNE, LLC                          | 620 E. Washington Street                       | Charles Town     | WV | 25414 | 214/440-4144 |      |
| J625132 | Ampex Brands of West Virginia, Inc.         | 741 W. Washington Street                       | Charleston       | WV | 25302 | 469/917-3800 |      |
| J625121 | Ampex Brands of West Virginia, Inc.         | 3415 Staunton Avenue, S.E.                     | Charleston       | WV | 25304 | 469/917-3800 |      |
| G135641 | FQSR, LLC (dba KBP Foods)                   | 155 Emily Drive                                | Clarksburg       | WV | 26301 | 913/428-3636 |      |
| J625127 | Ampex Brands of West Virginia, Inc.         | Smoot Avenue @ Cindy & Sissy Ave.              | Danville         | WV | 25053 | 469/917-3800 |      |
| G135642 | FQSR, LLC (dba KBP Foods)                   | 74 Allegheny Hwy                               | Elkins           | WV | 26241 | 913/428-3636 |      |
| J089018 | Charter Central, LLC                        | 100 Crossings Mall Road                        | Elkview          | WV | 25071 | 423/587-0690 |      |
| G135638 | FQSR, LLC (dba KBP Foods)                   | 1020 Speedway                                  | Fairmont         | WV | 26554 | 913/428-3636 |      |
| J625131 | Ampex Brands of West Virginia, Inc.         | 122 Whitewater Avenue                          | Fayetteville     | WV | 25840 | 469/917-3800 |      |
| G135645 | FQSR, LLC (dba KBP Foods)                   | 104 N. Pike Street                             | Grafton          | WV | 26354 | 913/428-3636 |      |
| K198002 | Tri-State Food Systems, Inc.                | 315 Washington Ave.                            | Huntington       | WV | 25701 | 606/324-5421 |      |
| K198018 | KSK Management, Inc.                        | 5350 Route 60 East                             | Huntington       | WV | 25705 | 606/324-5421 |      |
| J625130 | Ampex Brands of West Virginia, Inc.         | 301D Hurricane Creek Road                      | Hurricane        | WV | 25526 | 469/917-3800 |      |
| J625125 | Ampex Brands of West Virginia, Inc.         | 4158 State Route 34                            | Hurricane        | WV | 25526 | 469/917-3800 |      |
| J625123 | Ampex Brands of West Virginia, Inc.         | 101 Nick Savas Ave.                            | Logan            | WV | 25601 | 469/917-3800 |      |
| K071114 | MITRA QSR KNE, LLC                          | 1501 Edwin Miller Blvd                         | Martinsburg      | WV | 25404 | 214/440-4144 |      |
| G135640 | FQSR, LLC (dba KBP Foods)                   | 5 Clear Mountain Way                           | Morgantown       | WV | 26505 | 913/428-3636 |      |
| G135862 | FQSR, LLC (dba KBP Foods)                   | 71 Tipple St.                                  | Morgantown       | WV | 26501 | 913/428-3636 |      |
| J625179 | Morgan's Restaurants of West Virginia, Inc. | 122 N. Lafayette Ave.                          | Moundsville      | WV | 26041 | 469/917-3800 |      |
| J089011 | Charter Central, LLC                        | 210 North State Route 2                        | New Martinsville | WV | 26155 | 423/587-0690 | **** |
| J625182 | Morgan's Restaurants of West Virginia, Inc. | 2604 Ohio Avenue                               | Parkersburg      | WV | 26101 | 469/917-3800 |      |
| J625181 | Morgan's Restaurants of West Virginia, Inc. | 930 Seventh Street                             | Parkersburg      | WV | 26101 | 469/917-3800 |      |
| E320143 | AceDeuce 2, LLC                             | 1237 Stafford Avenue                           | Princeton        | WV | 24740 | 786/845-6402 |      |
| J625128 | Ampex Brands of West Virginia, Inc.         | 709 West Main Street                           | Ripley           | WV | 25271 | 469/917-3800 |      |
| J625126 | Ampex Brands of West Virginia, Inc.         | 23-A MacCorkle Avenue, Gateway Shopping Center | Saint Albans     | WV | 25177 | 469/917-3800 |      |
| J625129 | Ampex Brands of West Virginia, Inc.         | 2 Trace Fork Boulevard                         | South Charleston | WV | 25309 | 469/917-3800 |      |
| J625124 | Ampex Brands of West Virginia, Inc.         | 4018 MacCorkle Avenue, S.W.                    | South Charleston | WV | 25309 | 469/917-3800 |      |
| K281001 | Chicken of Summersville, Inc.               | 805 North Side Drive                           | Summersville     | WV | 26651 | 304/872-5500 |      |
| G135759 | FQSR, LLC (dba KBP Foods)                   | 1994 Sutton Lane                               | Sutton           | WV | 26601 | 913/428-3636 | **** |
| K198022 | Tri-State Food Systems, Inc.                | 6652 State Hwy 152                             | Wayne            | WV | 25570 | 606/324-5421 |      |
| J625138 | Morgan's Restaurants of West Virginia, Inc. | 4015 West Main Street                          | Weirton          | WV | 26062 | 469/917-3800 |      |
| E320093 | EM Squared, LLC                             | 909 Virginia Avenue                            | Welch            | WV | 24801 | 786/845-6402 |      |
| G135644 | FQSR, LLC (dba KBP Foods)                   | 339 U. S. Highway 33                           | Weston           | WV | 26452 | 913/428-3636 |      |
| J625180 | Morgan's Restaurants of West Virginia, Inc. | 120 Zane Street                                | Wheeling         | WV | 26003 | 469/917-3800 |      |
| E720528 | Harman Management Corporation               | 4100 East Second Street                        | Casper           | WY | 82609 | 801/313-8000 |      |
| E720523 | Harman Management Corporation               | 2414 E. Lincolnway                             | Cheyenne         | WY | 82001 | 801/313-8000 |      |
| E720517 | Harman Management Corporation               | 737 Overthrust                                 | Evanston         | WY | 82930 | 801/313-8000 | **** |
| E720520 | Harman Management Corporation               | 2250 South Douglas Highway                     | Gillette         | WY | 82716 | 801/313-8000 |      |
| E720521 | Harman Management Corporation               | 830 North Federal Boulevard                    | Riverton         | WY | 82501 | 801/313-8000 |      |
| E720522 | Harman Management Corporation               | 2705 Dewar Drive                               | Rock Springs     | WY | 82901 | 801/313-8000 |      |

|  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
|  |  |  |  |  |  |  |  |
|  | 726 Multibrand Locations (726 of 3715) |  |  |  |  |  |  |
|  | * KA Multibrand (128)                  |  |  |  |  |  |  |
|  | ** KL Multibrand (90)                  |  |  |  |  |  |  |
|  | *** KP Multibrand (2)                  |  |  |  |  |  |  |
|  | **** KT Multibrand (506)               |  |  |  |  |  |  |

**EXHIBIT L**

**LIST OF FRANCHISEES WHO LEFT THE SYSTEM OR WHO HAVE NOT  
COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE  
DATE**

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2023

| Outlet ID | Franchisee                         | City             | State | Postal | Owner Phone  | Multibrand |
|-----------|------------------------------------|------------------|-------|--------|--------------|------------|
| G135446   | FQSR, LLC (dba KBP Foods)          | Birmingham       | AL    | 35234  | 205/328-1304 |            |
| J466002   | Champion Restaurants - Fiesta, LLC | Southside        | AL    | 35907  | 256/413-7001 |            |
| G135771   | FQSR, LLC (dba KBP Foods)          | Arkadelphia      | AR    | 71923  | 870/246-6149 |            |
| 030894    | K-Mac Enterprises, Inc.            | Hot Springs      | AR    | 71901  | 501/623-2947 |            |
| G135425   | FQSR, LLC (dba KBP Foods)          | Magnolia         | AR    | 71753  | 870/234-5114 |            |
| 030892    | K-Mac Enterprises, Inc.            | Ozark            | AR    | 72949  | 479/667-9095 |            |
| 030893    | K-Mac Enterprises, Inc.            | Sherwood         | AR    | 72120  | 501/835-5570 |            |
| 030898    | K-Mac Enterprises, Inc.            | Van Buren        | AR    | 72956  | 479/410-1851 |            |
| D212083   | SWT Arizona Investments, LLC       | Chandler         | AZ    | 85224  | 480/899-0776 |            |
| D212080   | SWT Arizona Investments, LLC       | Glendale         | AZ    | 85310  | 623/869-0936 | ****       |
| K312011   | RBD California Restaurants Limited | Azusa            | CA    | 91702  | 626/334-4015 |            |
| C301026   | FLEW THE COOP, INC.                | Garden Grove     | CA    | 92840  | 714/539-8522 |            |
| E720435   | Harman Management Corporation      | Gilroy           | CA    | 95020  | 408/846-1970 | *          |
| E720458   | Harman Management Corporation      | Napa             | CA    | 94558  | 707/255-1492 |            |
| K312007   | RBD California Restaurants Limited | Palm Springs     | CA    | 92264  | 760/320-0004 |            |
| E720451   | Harman Management Corporation      | Patterson        | CA    | 95363  | 209/892-4998 | *          |
| E720419   | Harman Management Corporation      | Riverbank        | CA    | 95367  | 209/869-4205 | *          |
| E720409   | Harman Management Corporation      | Rocklin          | CA    | 95677  | 916/624-2309 |            |
| E720508   | Harman Management Corporation      | Sacramento       | CA    | 95822  | 916/456-2760 |            |
| E720091   | Harman Management Corporation      | San Jose         | CA    | 95118  | 408/265-5011 | *          |
| C191013   | Marble USA Inc.                    | San Ysidro       | CA    | 92173  | 619/662-1945 |            |
| E720426   | Harman Management Corporation      | Stockton         | CA    | 95215  | 209/931-8994 | *          |
| D011015   | Herb & Kaur Inc.                   | Yorba Linda      | CA    | 92887  | 714/637-0652 |            |
| K312072   | RBD California Restaurants Limited | Yucca Valley     | CA    | 92284  | 760/365-4715 |            |
| E720318   | Harman Management Corporation      | Colorado Springs | CO    | 80918  | 719/599-0880 | *          |
| E720316   | Harman Management Corporation      | Colorado Springs | CO    | 80918  | 719/599-5501 | *          |
| E720512   | Harman Management Corporation      | Commerce City    | CO    | 80022  | 303/287-6457 |            |
| E720237   | Harman Management Corporation      | Denver           | CO    | 80222  | 303/756-8251 | *          |
| E720479   | Harman Management Corporation      | Windsor          | CO    | 80550  | 970/686-9909 | *          |
| J130045   | Delaware Restaurants, LLC          | Seaford          | DE    | 19973  | 302/629-3463 |            |
| G135042   | FQSR, LLC (dba KBP Foods)          | Largo            | FL    | 33774  | 727/595-1220 |            |
| E320127   | EM Squared Miami, LLC              | Pompano Beach    | FL    | 33069  | 954/971-7874 |            |
| 041318    | R&R Atlanta LLC                    | Alpharetta       | GA    | 30022  | 678/762-0762 |            |
| G135179   | FQSR, LLC (dba KBP Foods)          | Athens           | GA    | 30606  | 706/548-9920 | ****       |
| 041319    | R&R Atlanta LLC                    | Canton           | GA    | 30114  | 410/573-0220 |            |
| 041322    | R&R Atlanta LLC                    | Dacula           | GA    | 30019  | 678/985-3782 |            |

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2023

| Outlet ID            | Franchisee                        | City          | State | Postal | Owner Phone  | Multibrand |
|----------------------|-----------------------------------|---------------|-------|--------|--------------|------------|
| G135068              | FQSR, LLC (dba KBP Foods)         | Doraville     | GA    | 30340  | 770/270-1455 | ****       |
| 41321                | R&R Atlanta LLC                   | Grayson       | GA    | 30017  | 410/573-0220 |            |
| G135116              | FQSR, LLC (dba KBP Foods)         | Jackson       | GA    | 30233  | 770/775-9253 | ****       |
| 041320               | R&R Atlanta LLC                   | Lawrenceville | GA    | 30043  | 770/962-1330 |            |
| G135099              | FQSR, LLC (dba KBP Foods)         | Marietta      | GA    | 30064  | 770/421-8815 | ****       |
| G135069              | FQSR, LLC (dba KBP Foods)         | Roswell       | GA    | 30075  | 770/993-3787 | ****       |
| E121019              | F & F Food Service, Inc.          | Sharpsburg    | GA    | 30277  | 678/423-7559 |            |
| J625213              | Ampex Brands of St. Louis 3, Inc. | Cahokia       | IL    | 62206  | 618/332-1905 |            |
| J625204              | Ampex Brands of Bartlett, LLC     | Chicago       | IL    | 60644  | 773/626-6680 |            |
| D556008              | Chicken Champs Inc.               | Crystal Lake  | IL    | 60014  | 815/459-1330 |            |
| D148031              | EYM Chicken of Illinois, LLC      | Dixon         | IL    | 61021  | 815/881-1101 |            |
| G135280              | FQSR, LLC (dba KBP Foods)         | Glen Ellyn    | IL    | 60137  | 630/790-4346 | ****       |
| G135558              | FQSR, LLC (dba KBP Foods)         | Gurnee        | IL    | 60031  | 847/599-8489 | **         |
| G135275              | FQSR, LLC (dba KBP Foods)         | Hazel Crest   | IL    | 60429  | 708/799-4211 |            |
| G135545              | FQSR, LLC (dba KBP Foods)         | North Chicago | IL    | 60064  | 847/473-4258 |            |
| G135270              | FQSR, LLC (dba KBP Foods)         | Oak Forest    | IL    | 60452  | 708/687-0858 |            |
| G135555              | FQSR, LLC (dba KBP Foods)         | Oak Park      | IL    | 60302  | 708/386-4770 |            |
| G135276              | FQSR, LLC (dba KBP Foods)         | Orland Park   | IL    | 60467  | 708/349-6355 |            |
| G135001              | FQSR, LLC (dba KBP Foods)         | Rock Island   | IL    | 61201  | 309/788-4501 |            |
| G135538              | FQSR, LLC (dba KBP Foods)         | Vernon Hills  | IL    | 60061  | 847/327-0987 |            |
| D148045              | EYM Chicken of Indiana, LLC       | Elkhart       | IN    | 46517  | 574/295-5229 |            |
| G135894              | FQSR, LLC (dba KBP Foods)         | Martinsville  | IN    | 46151  | 765/342-0425 |            |
| K750025 <sup>1</sup> | J.R.S. Restaurant Corporation     | Louisville    | KY    | 40299  | 502/266-8586 |            |
| D451012              | Northwest Restaurants, Inc.       | Park City     | KS    | 67219  | 316/744-0019 |            |
| G135656              | FQSR, LLC (dba KBP Foods)         | Abbeville     | LA    | 70510  | 337/283-2252 |            |
| L775077              | West Quality Food Service, Inc.   | Chalmette     | LA    | 70043  | 504/682-6010 |            |
| G135652              | FQSR, LLC (dba KBP Foods)         | Crowley       | LA    | 70526  | 337/783-7118 |            |
| G135617              | FQSR, LLC (dba KBP Foods)         | Deridder      | LA    | 70634  | 337/460-8516 |            |
| G135603              | FQSR, LLC (dba KBP Foods)         | Eunice        | LA    | 70535  | 337/466-7218 |            |
| G135620              | FQSR, LLC (dba KBP Foods)         | Jennings      | LA    | 70546  | 337/824-2935 |            |
| G135653              | FQSR, LLC (dba KBP Foods)         | Lafayette     | LA    | 70501  | 337/366-8672 |            |
| G135659              | FQSR, LLC (dba KBP Foods)         | Lake Charles  | LA    | 70601  | 337/426-1330 |            |
| G135663              | FQSR, LLC (dba KBP Foods)         | Lake Charles  | LA    | 70601  | 337/426-1463 |            |
| G135407              | FQSR, LLC (dba KBP Foods)         | Shreveport    | LA    | 71107  | 318/226-0942 |            |
| G135404              | FQSR, LLC (dba KBP Foods)         | Shreveport    | LA    | 71103  | 318/636-6696 |            |
| G135664              | FQSR, LLC (dba KBP Foods)         | Sulphur       | LA    | 70663  | 337/287-9180 |            |
| E645007              | Hannons KFC of Tallulah, Inc.     | Winnsboro     | LA    | 71295  | 318/435-4227 |            |
| E685012              | D.E. Foods, LLC                   | West Roxbury  | MA    | 2132   | 617/327-2208 |            |

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2023

| Outlet ID | Franchisee                        | City          | State | Postal | Owner Phone  | Multibrand |
|-----------|-----------------------------------|---------------|-------|--------|--------------|------------|
| G135291   | FQSR, LLC (dba KBP Foods)         | Annapolis     | MD    | 21401  | 410/224-4630 |            |
| G135766   | FQSR, LLC (dba KBP Foods)         | Bel Air       | MD    | 21014  | 410/838-1455 |            |
| 39979     | R & R Ventures West, LLC          | Beltsville    | MD    | 20705  | 301/586-9444 |            |
| 39969     | R & R Ventures West, LLC          | Easton        | MD    | 21601  | 410/822-3118 |            |
| G135764   | FQSR, LLC (dba KBP Foods)         | Edgewood      | MD    | 21040  | 410/676-8242 |            |
| K071101   | MITRA QSR KNE, LLC                | Hagerstown    | MD    | 21740  | 301/791-1150 |            |
| 39978     | R & R Ventures West, LLC          | Leonardtown   | MD    | 20650  | 301/997-1401 |            |
| 039976    | R & R Ventures West, LLC          | Ocean City    | MD    | 21842  | 410/213-2553 | ****       |
| J130047   | Maryland Cantina, LLC             | Pocomoke City | MD    | 21851  | 410/957-6813 |            |
| 39980     | R & R Ventures West, LLC          | Solomons      | MD    | 20688  | 410/326-0180 |            |
| G135306   | FQSR, LLC (dba KBP Foods)         | Stevensville  | MD    | 21666  | 410/604-0620 |            |
| G135374   | FQSR, LLC (dba KBP Foods)         | Detroit       | MI    | 48219  | 313/543-9250 |            |
| G135678   | FQSR, LLC (dba KBP Foods)         | Hastings      | MI    | 49058  | 269/945-3037 |            |
| G135368   | FQSR, LLC (dba KBP Foods)         | Highland Park | MI    | 48203  | 313/868-0050 |            |
| G135675   | FQSR, LLC (dba KBP Foods)         | Kalamazoo     | MI    | 49048  | 269/381-2928 |            |
| K273019   | PAK Management of Michigan, Inc.  | Mount Clemens | MI    | 48036  | 586/463-4503 |            |
| K273020   | PAK Management of Michigan, Inc.  | Mount Clemens | MI    | 48038  | 586/263-0031 |            |
| G135681   | FQSR, LLC (dba KBP Foods)         | Three Rivers  | MI    | 49093  | 269/279-5518 |            |
| C750114   | Argonaut Minnesota Ventures, Inc. | Owatonna      | MN    | 55060  | 507/451-7056 |            |
| J625209   | Ampex Brands of St. Louis 2, Inc. | House Springs | MO    | 63051  | 636/671-0573 |            |
| K071017   | Mitra Midwest Operations, LLC     | Nevada        | MO    | 64772  | 417/667-3811 |            |
| L775060   | West Quality Food Service, Inc.   | Moss Point    | MS    | 39563  | 228/475-0662 |            |
| L775102   | West Quality Food Service, Inc.   | West Point    | MS    | 39773  | 662/495-2097 |            |
| C322005   | Pacific Bells, LLC                | Winona        | MS    | 38967  | 662/283-4913 |            |
| E320054   | Fulenwider Enterprises, Inc.      | Denver        | NC    | 28037  | 704/822-8546 | ****       |
| E320006   | Fulenwider Enterprises, Inc.      | Morganton     | NC    | 28655  | 828/437-9600 |            |
| C748034   | Coastal Plains Restaurants, LLC   | Mount Olive   | NC    | 28365  | 919/658-8331 |            |
| E320047   | Fulenwider Enterprises, Inc.      | Richfield     | NC    | 28137  | 704/463-0813 |            |
| G135204   | FQSR, LLC (dba KBP Foods)         | Winston Salem | NC    | 27103  | 336/659-2680 |            |
| G135034   | FQSR, LLC (dba KBP Foods)         | Omaha         | NE    | 68164  | 402/496-6550 |            |
| J089004   | Charter Foods North, LLC          | Nashua        | NH    | 03060  | 603/883-6055 |            |
| G135304   | FQSR, LLC (dba KBP Foods)         | Hackettstown  | NJ    | 07840  | 908/852-9523 |            |
| G135334   | FQSR, LLC (dba KBP Foods)         | Newark        | NJ    | 07103  | 973/622-2437 |            |
| G135323   | FQSR, LLC (dba KBP Foods)         | Teaneck       | NJ    | 7666   | 201/836-8178 |            |
| D212103   | WTS Investments, LLC              | Las Vegas     | NV    | 89123  | 702/656-0097 |            |

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2023

| Outlet ID | Franchisee                       | City            | State | Postal | Owner Phone  | Multibrand |
|-----------|----------------------------------|-----------------|-------|--------|--------------|------------|
| D212096   | WTS Investments, LLC             | Las Vegas       | NV    | 89149  | 702/839-0097 |            |
| G135616   | FQSR, LLC (dba KBP Foods)        | Albany          | NY    | 12209  | 518/426-8640 |            |
| G135892   | FQSR, LLC (dba KBP Foods)        | Albion          | NY    | 14411  | 585/684-0529 |            |
| F569026   | QSR NYC LLC                      | Flushing        | NY    | 11366  | 718/380-6153 | ***        |
| C722001   | Galleria Mall Food Corp.         | White Plains    | NY    | 10601  | 914/422-1565 |            |
| K071177   | MITRA QSR KNE, LLC               | Brunswick       | OH    | 44212  | 330/225-6577 |            |
| J625221   | Ampex Brands of Columbus 2, Inc. | Columbus        | OH    | 43229  | 614/268-9045 |            |
| G135909   | FQSR, LLC (dba KBP Foods)        | Hamilton        | OH    | 45011  | 513/863-4233 |            |
| J625225   | Ampex Brands of Columbus, Inc.   | Hilliard        | OH    | 43026  | 614/529-9198 |            |
| G135726   | FQSR, LLC (dba KBP Foods)        | Obetz           | OH    | 43207  | 614/492-9021 |            |
| G135430   | FQSR, LLC (dba KBP Foods)        | Clinton         | OK    | 73601  | 580/323-2030 |            |
| 030899    | K-Mac Enterprises, Inc.          | Grove           | OK    | 74344  | 918/786-6456 |            |
| J625237   | Ampex Brands of OKC, Inc.        | Midwest City    | OK    | 73110  | 405/737-3016 |            |
| J625249   | Ampex Brands of OKC, Inc.        | Oklahoma City   | OK    | 73111  | 405/427-7758 |            |
| 030887    | K-Mac Enterprises, Inc.          | Poteau          | OK    | 74953  | 918/647-4884 |            |
| 030886    | K-Mac Enterprises, Inc.          | Sallisaw        | OK    | 74955  | 918/775-9801 |            |
| J118005   | Graja, Inc.                      | Roseburg        | OR    | 97471  | 541/672-5851 | **         |
| G135639   | FQSR, LLC (dba KBP Foods)        | Connellsville   | PA    | 15425  | 724/628-8230 |            |
| 030276    | LGL Pizza Hut, Inc.              | Indiana         | PA    | 15701  | 724/463-1111 |            |
| K071074   | MITRA QSR KNE, LLC               | Philadelphia    | PA    | 19114  | 215/677-8330 |            |
| J970023   | Laurinburg KFC Take Home, Inc.   | Bennettsville   | SC    | 29512  | 843/479-8015 |            |
| 027819    | K-Mac Enterprises, Inc.          | Dallas          | TX    | 75212  | 214/951-7823 |            |
| D212034   | SST Investments, LLC             | El Paso         | TX    | 79907  | 915/236-1647 |            |
| D212031   | SAN Foods, LLC                   | El Paso         | TX    | 79925  | 915/778-6868 |            |
| G135486   | FQSR, LLC (dba KBP Foods)        | Houston         | TX    | 77079  | 281/497-0061 |            |
| G135478   | FQSR, LLC (dba KBP Foods)        | Keller          | TX    | 76248  | 817/431-1397 | ****       |
| J625120   | Ampex Brands Lubbock, Inc.       | Lubbock         | TX    | 79424  | 806/771-8888 | **         |
| J625116   | Ampex Brands Lubbock, Inc.       | Lubbock         | TX    | 79414  | 806/370-1101 |            |
| G135210   | FQSR, LLC (dba KBP Foods)        | Palestine       | TX    | 75801  | 903/723-5515 |            |
| E003010   | DDO1-Texas, LLC                  | San Antonio     | TX    | 78217  | 210/591-0642 | ****       |
| 027821    | K-Mac Enterprises, Inc.          | Sherman         | TX    | 75090  | 903/893-9824 |            |
| G135608   | FQSR, LLC (dba KBP Foods)        | Sulphur Springs | TX    | 75482  | 903/438-0997 |            |
| C324004   | P2 Restaurants Inc.              | Chester         | VA    | 23831  | 804/748-8384 |            |
| G135139   | FQSR, LLC (dba KBP Foods)        | Richmond        | VA    | 23229  | 804/741-6287 |            |
| G135158   | FQSR, LLC (dba KBP Foods)        | Richmond        | VA    | 23227  | 804/261-1166 |            |
| G135157   | FQSR, LLC (dba KBP Foods)        | Virginia Beach  | VA    | 23451  | 757/491-7417 |            |
| D181005   | Pacific Restaurants, Inc.        | Shoreline       | WA    | 98133  | 206/542-5155 | *          |

## KFC FRANCHISE OUTLETS CLOSED IN FISCAL YEAR 2023

| Outlet ID | Franchisee                          | City              | State | Postal | Owner Phone  | Multibrand |
|-----------|-------------------------------------|-------------------|-------|--------|--------------|------------|
| E720371   | Harman Management Corporation       | Tacoma            | WA    | 98407  | 253/752-4193 | *          |
| E720376   | Harman Management Corporation       | Tacoma            | WA    | 98409  | 253/472-1107 |            |
| K071206   | Mitra Midwest Operations, LLC       | Appleton          | WI    | 54911  | 920/749-9255 |            |
| K071205   | Mitra Midwest Operations, LLC       | Ashwaubenon       | WI    | 54304  | 920/496-9400 |            |
| K071209   | Mitra Midwest Operations, LLC       | Germantown        | WI    | 53022  | 262/253-1000 |            |
| H523001   | Chicken Crusaders Ltd.              | Lake Delton       | WI    | 53965  | 608/253-4532 |            |
| K071211   | Mitra Midwest Operations, LLC       | Milwaukee         | WI    | 53210  | 414/444-2105 |            |
| K071194   | Mitra Midwest Operations, LLC       | Milwaukee         | WI    | 53216  | 414/461-1130 |            |
| C750027   | Argonaut Food Partners, LLC         | Saint Croix Falls | WI    | 54024  | 715/483-9476 |            |
| K071161   | Mitra Midwest Acquisition, LLC      | Stevens Point     | WI    | 54481  | 715/341-1242 |            |
| K071213   | Mitra Midwest Operations, LLC       | West Bend         | WI    | 53095  | 262/338-1858 |            |
|           |                                     |                   |       |        |              |            |
|           |                                     |                   |       |        |              |            |
|           | 26 Multibrand Locations (26 of 157) |                   |       |        |              |            |
|           | * KA Multibrand (11)                |                   |       |        |              |            |
|           | ** KL Multibrand (3)                |                   |       |        |              |            |
|           | *** KP Multibrand (1)               |                   |       |        |              |            |
|           | **** KT Multibrand (11)             |                   |       |        |              |            |

<sup>1</sup> Outlet was required by franchisor.

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

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2023

| Outlet ID | Owner                                      | Address                     | City          | State | Postal | Multibrand Name | Owner Phone  | Left the KFC System |
|-----------|--|-----------------------------|---------------|-------|--------|-----------------|--------------|---------------------|
| D040005   | Kentucky Fried Chicken of Colbert, Inc.    | 11884 Highway 157           | Moulton       | AL    | 35650  |                 | 205/381-0681 |                     |
| D040001   | Kentucky Fried Chicken of Colbert, Inc.    | 15045 Highway 43            | Russellville  | AL    | 35653  |                 | 205/381-0681 |                     |
| 019817    | PRB Management, LLC                        | 18780 N Highway 88          | Lockeford     | CA    | 95237  | ****            | 707/864-2919 | Y                   |
| D851002   | LuLu Food Service, Inc.                    | 9619 Sheep Creek Road       | Phelan        | CA    | 92371  | ****            | 951/847-8543 | Y                   |
| 020815    | PRB Management, LLC                        | 1005 Highway 12             | Rio Vista     | CA    | 94571  | ****            | 707/864-2919 | Y                   |
| H170004   | Helms Food Service, Inc.                   | 313 S.W. Baya Drive         | Lake City     | FL    | 32025  |                 | 985/345-5587 | Y                   |
| H170001   | Helms Food Service, Inc.                   | 823 South Ohio Avenue       | Live Oak      | FL    | 32064  |                 | 985/345-5587 | Y                   |
| 030612    | R&R Atlanta LLC                            | 10960 State Bridge Road     | Alpharetta    | GA    | 30022  | ****            | 410/573-0220 | Y                   |
| 030617    | R&R Atlanta LLC                            | 6113 Hickory Flat Highway   | Canton        | GA    | 30114  | ****            | 410/573-0220 | Y                   |
| D925011   | R&R Atlanta LLC                            | 1855 Marietta Highway       | Canton        | GA    | 30114  |                 | 203/430-6037 | Y                   |
| 033415    | R&R Atlanta LLC                            | 555 Dacula Road             | Dacula        | GA    | 30019  | ****            | 410/573-0220 | Y                   |
| 033414    | R&R Atlanta LLC                            | 1855 Grayson Highway        | Grayson       | GA    | 30017  | ****            | 410/573-0220 | Y                   |
| 033412    | R&R Atlanta LLC                            | 928 Buford Drive            | Lawrenceville | GA    | 30043  | ****            | 410/573-0220 | Y                   |
| D615003   | Mike and Teresa, Inc.                      | 905 U.S. Highway 27, South  | Cynthiana     | KY    | 41031  | ****            | 859/234-4256 | Y                   |
| D615002   | Mike and Teresa, Inc.                      | 71 Broadway Street          | Dry Ridge     | KY    | 41035  | ****            | 859/234-4256 | Y                   |
| K750025   | J.R.S. Restaurant Corporation              | 1801 Blankenbaker Parkway   | Louisville    | KY    | 40299  |                 | 502/266-8586 |                     |
| C135018   | J's Four, Inc.                             | 8 Pearson Blvd              | Gardner       | MA    | 01440  | ****            | 978/630-2011 | Y                   |
| L235003   | Leecam Belair, Inc.                        | 6219 Belair Road            | Baltimore     | MD    | 21206  |                 | 410/633-3880 | Y                   |
| L235006   | Leecam Belair, Inc.                        | 2853 Greenmount Ave.        | Baltimore     | MD    | 21218  |                 | 410/633-3880 | Y                   |
| L235007   | Leecam Belair, Inc.                        | 2329 Frederick Ave.         | Baltimore     | MD    | 21223  |                 | 410/633-3880 | Y                   |
| J315002   | Morgan Food Enterprises of Rochester, Inc. | 717 12th Street, South East | Rochester     | MN    | 55904  |                 | 507/282-6124 | Y                   |
| J315004   | Morgan Food Enterprises of Rochester, Inc. | 1510 2nd Street, S.W.       | Rochester     | MN    | 55902  |                 | 507/282-6124 | Y                   |
| E215002   | EAB Ventures, LLC, KFC Festus Series       | 1199 Shapiro Road           | Festus        | MO    | 63028  |                 | 636/337-9119 |                     |
| G445007   | Sanweco, Inc.                              | 306 Lafayette Road          | Seabrook      | NH    | 03874  | ****            | 207/283-4046 |                     |
| D785005   | KFC of Carmel, Inc.                        | 1891 Route 6                | Carmel        | NY    | 10512  |                 | 845/855-0792 | Y                   |

KFC US, LLC

2025\_01 FDD | Ex. L – List of Franchise Transfers

1172.006.027/419443

## KFC FRANCHISEES WHO TRANSFERRED OUTLETS IN FISCAL YEAR 2023

| Outlet ID | Owner                                     | Address                         | City                 | State | Postal | Multibrand Name | Owner Phone  | Left the KFC System |
|-----------|---|---------------------------------|----------------------|-------|--------|-----------------|--------------|---------------------|
| D785003   | ARJ Management Corp.                      | 59 West Merritt Boulevard       | Fishkill             | NY    | 12524  | *               | 845/855-0792 | Y                   |
| D785002   | Windram Management Corp.                  | 413 RT 376                      | Hopewell Junction    | NY    | 12533  |                 | 845/855-0792 | Y                   |
| D785007   | KFC of Pawling, Inc.                      | Route 22, Dutchess County Plaza | Pawling              | NY    | 12564  |                 | 845/855-0792 | Y                   |
| D785001   | Kentucky Fried Chicken of Peekskill, Inc. | 1833 Main St                    | Peekskill            | NY    | 10566  |                 | 845/855-0792 | Y                   |
| C771006   | Hawk's Food Management Services, Inc.     | 1505 Brown Trail                | Bedford              | TX    | 76022  | ****            | 817/235-2769 | Y                   |
| C771008   | Hawk's Food Management Services, Inc.     | 3116 Harwood Road               | Bedford              | TX    | 76021  |                 | 817/235-2769 | Y                   |
| C771007   | Hawk's Food Management Services, Inc.     | 200 W. Euless Blvd              | Euless               | TX    | 76040  |                 | 817/235-2769 | Y                   |
| C771002   | Hawk's Food Management Services, Inc.     | 777 NE Loop 820                 | Hurst                | TX    | 76053  |                 | 817/235-2769 | Y                   |
| C771005   | Hawk's Food Management Services, Inc.     | 5651 Rufe Snow Dr.              | North Richland Hills | TX    | 76180  |                 | 817/235-2769 | Y                   |

14 Multibrand Locations (14 of 34)

\* KA Multibrand (1)

\*\* KL Multibrand (0)

\*\*\* KP Multibrand (0)

\*\*\*\* KT Multibrand (13)

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

**EXHIBIT M**

**STATE ADDENDA AND AGREEMENT RIDERS**

**ADDITIONAL DISCLOSURES FOR THE  
FRANCHISE DISCLOSURE DOCUMENT OF  
KFC US, LLC**

The following are additional disclosures for the Franchise Disclosure Document of KFC US, LLC required by various state franchise laws. Each provision of these additional disclosures will only apply to Franchisee if the applicable state franchise registration and disclosure law applies to you.

**FOR THE FOLLOWING STATES: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

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

**HAWAII**

**DO NOT SIGN THE REPRESENTATIONS AND ACKNOWLEDGEMENT STATEMENT (ATTACHED AS EXHIBIT W TO THE FDD) IF YOU ARE LOCATED, OR YOUR KFC OUTLET WILL BE LOCATED, IN THE STATE OF HAWAII.**

**THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS,**

## CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

### ILLINOIS

1. The “Summary” section of Item 17(v) in the tables pertaining to the Option Agreement and Development Agreement, entitled **Choice of forum**, are deleted in their entirety.

2. The “Summary” section of Item 17(w) in each table, entitled **Choice of law**, is deleted and replaced with the following:

Except for the U.S. Federal Arbitration Act and other federal laws in the U.S., the laws of the State of Illinois apply.

3. The following paragraph is added to the end of Item 17:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

### MARYLAND

1. The following is added to the end of the "Summary" sections of Item 17(c) in the table pertaining to the Franchise Agreement, entitled **Requirements for you to renew or extend**, and Item 17(m) in the table pertaining to the Franchise Agreement, entitled **Conditions for KFCLLC’s approval of transfer**:

However, under COMAR 02.02.08.16L, any release required as a condition of renewal and/or assignment/transfer will not apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

2. The following is added to the end of the "Summary" section of Item 17(h) in the tables pertaining to the Franchise Agreement and Development Agreement, entitled **"Cause" defined – defaults which cannot be cured**:

The Franchise Agreement provides for termination upon bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

3. The "Summary" sections of Item 17(v) in the tables pertaining to the Option Agreement, and Development Agreement, entitled **Choice of forum**, and 17(w) in the tables pertaining to the Franchise Agreement, Option Agreement, and Development Agreement entitled **Choice of law**, are amended to add the following:

A franchisee may bring suit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. The following language is added to the end of the chart in Item 17:

Despite any contradicting provision in the Development Agreement, you have 3 years from the date on which we grant you the franchise to bring a claim under the Maryland Franchise Registration and Disclosure Law.

## MINNESOTA

1. **Trademark Indemnification.** The following is added at the end of Item 13:

Provided Franchisee has complied with all provisions of the Franchise Agreement applicable to the Marks, KFC will protect Franchisee's rights to use the Marks and KFC also will indemnify Franchisee from any loss, costs or expenses from any claims, suits or demands regarding Franchisee's use of the Marks in accordance with Minn. Stat. Sec. 80C.12 Subd. 1(g).

2. **Renewal, Termination, Transfer and Dispute Resolution.** The following is added at the end of the chart in Item 17:

With respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) of the Option Agreement and Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J might prohibit KFC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document, Option Agreement or Franchise Agreement can abrogate or reduce any of or Franchisee's rights as provided for in Minnesota Statutes 1984, Chapter 80C, or Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulation or provision in the Option Agreement or Franchise Agreement will in any way abrogate or reduce any of Franchisee's rights under the Minnesota Franchises Law, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release required as a condition of renewal, sale and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

3. The following is added at the end of Item 17:
  - a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
  - b. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

### **NORTH DAKOTA**

1. The section of the Item 6 chart, entitled **Liquidated Damages**, is deleted in its entirety.

2. The following is added to the end of the “Summary” sections of Item 17(c), entitled **Requirements for franchisee to renew or extend**, and Item 17(m), entitled **Conditions for franchisor approval of transfer**:

However, any release required as a condition of renewal, sale and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. The following language is added to the end of the “Summary” section of Item 17(v) in the table pertaining to the Development Agreement, entitled **Choice of forum**:

Notwithstanding the foregoing, to the extent required by North Dakota Franchise Investment Law, you may bring an action in North Dakota for claims under the North Dakota Franchise Investment Law.

4. The “Summary” section of Item 17(w), entitled **Choice of law**, is deleted and replaced with the following:

Except as otherwise required by North Dakota law, the laws of the Commonwealth of Kentucky will apply.

### **WASHINGTON**

1. The following paragraph is added at the end of Item 17:

The State of Washington has as statute, RCW 19.100.180, which may supersede the Option Agreement, Franchise Agreement and/or Development in your

relationship with KFCLLC, including the areas of termination and renewal of your license. There may also be court decisions which may supersede the Option Agreement, Franchise Agreement and/or Development t in your relationship with KFCLLC, including the areas of termination and renewal of your license.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW (the “Act”) shall prevail.

A release or waiver of rights executed by you shall not include rights under the Act except when executed pursuant to a negotiated settlement after the Option Agreement, Franchise Agreement and/or Development is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act, such as a right to jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
FRANCHISE AGREEMENT**

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Franchise Agreement occurred in Illinois and the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Illinois, and/or (b) Franchisee is domiciled in Illinois.

2. **GOVERNING LAW.** Section 20.8 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as Section 22 of the Franchise Agreement:

**ILLINOIS FRANCHISE DISCLOSURE ACT**

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

(signature page follows)

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

**KFC US, LLC**

**FRANCHISEE:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Maryland, and/or (b) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Maryland.

2. **NON-WAIVER.** The following is added to the end of Section 2 of the Franchise Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following is added to the end of Section 17.2(a) of the Franchise Agreement:

; however, KFC and Franchisee acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

4. **GOVERNING LAW.** Section 20.8 is deleted and replaced with the following:

20.8 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

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

**KFC US, LLC**

**FRANCHISEE:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in Minnesota

2. **NON-WAIVER.** The following is added to the end of Section 20.4 of the Franchise Agreement:

a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

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

3. **TRADEMARK INFRINGEMENT.** The following sentence is added to the end of Section 20.7 of the Franchise Agreement:

Provided Franchisee has complied with all provisions of this Agreement applicable to the Marks, KFC will protect Franchisee’s right to use the Marks and will indemnify Franchisee from any loss, costs or expenses arising out of any claims, suits or demands regarding Franchisee’s use of the Marks in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

4. **NEW AGREEMENT UPON EXPIRATION AND TERMINATION OF AGREEMENT.** The following is added to the end of Sections 4 and as a new Section 17.5 to the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain

specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

5. **GOVERNING LAW**. The following statement is added at the end of Section 20.8 of the Franchise Agreement:

Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

(signature page follows)

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

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of North Dakota and the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **GOVERNING LAW.** Section 20.8 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Franchisee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section.

3. **COVENANT NOT TO COMPETE/NON-SOLICITATION.** The following is added to the end of Section 15.1 of the Franchise Agreement:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota; however, KFC will enforce the covenants to the maximum extent the law allows.

4. **LIMITATIONS OF CLAIMS.** The following is added to the end of Section 20 of the Franchise Agreement:

The statutes of limitations under North Dakota Law applies with respect to claims arising under the North Dakota Franchise Investment Law.

(signature page follows)

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

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
FRANCHISE AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Franchisee**”).

1. **BACKGROUND.** KFC and Franchisee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is domiciled in Washington; and/or (b) the KFC Outlet that Franchisee will operate under the Franchise Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Franchise Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Franchise Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Franchise Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Franchisee shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

Transfer fees are collectable if they reflect KFC’s reasonable estimate or actual costs in effecting a transfer.

(signature page follows)

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

**KFC US, LLC**

**FRANCHISEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
OPTION AGREEMENT**

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Option Agreement occurred in Illinois and the KFC Outlet that Optionee will operate under the Option Agreement will be located in Illinois, and/or (b) Optionee is domiciled in Illinois.

2. **GOVERNING LAW.** The first sentence of Section 10 of the Option Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **CHOICE OF FORUM.** The second sentence of Section 10 of the Option Agreement is deleted in its entirety.

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

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) Optionee is domiciled in Maryland, and/or (b) the KFC Outlet that Optionee will operate under the Option Agreement will be located in Maryland.

2. **ACKNOWLEDGMENT.** The following is added to the end of Section 10 of the Option Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW; CONSENT TO JURISDICTION.** Section 13 is deleted and replaced with the following:

**13. Governing Law; Consent to Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

Optionee consents and waives any objection to the jurisdiction and venue of any state or federal court of general jurisdiction in Jefferson County, Kentucky regarding any action relating to this Agreement (including, without limitation, the construction, interpretation and enforcement of this Agreement); and the parties agree that any action brought by either against the other relating to this Agreement must be brought and maintained in federal court in Jefferson County, Kentucky, unless subject matter jurisdiction is lacking, in which event such action shall be brought in state court in Jefferson County, Kentucky. If either party substantially

prevails against the other in any action brought regarding this Agreement, such party shall be entitled, in addition to any judgment entered in its favor, to recover from the other its reasonable costs and expenses, including attorneys' fees. Notwithstanding the foregoing, Optionee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

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

**KFC US, LLC**

**OPTIONEE:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) the KFC Outlet that Optionee will operate under the Option Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Option Agreement occurred in Minnesota

2. **NOTIFICATION OF INFRINGEMENT AND CLAIMS.** The following sentence is added to the end of Section 6 of the Option Agreement:

Provided Optionee has complied with all provisions of this Agreement applicable to the Marks, KFC will protect Optionee’s right to use the Marks and will indemnify Optionee from any loss, costs or expenses arising out of any claims, suits or demands regarding Optionee’s use of the Marks in accordance with Minn. Stat. Sec. 80C.12, Subd. 1(g).

3. **TERMINATION OF AGREEMENT.** The following is added to the end of Sections 6 to the Option Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Optionee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

4. **CHOICE OF VENUE AND GOVERNING LAW.** The following language is added to the end of Section 10 of the Option Agreement:

Notwithstanding the foregoing, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit KFC, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Optionee’s rights under Minnesota Statutes Chapter 80C or Optionee’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

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

**KFC US, LLC**

**OPTIONEE:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Optionee is a resident of North Dakota and the KFC Outlet that Optionee will operate under the Franchise Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in North Dakota.

2. **GOVERNING LAW/CONSENT TO JURISDICTION.** Section 10 of the Franchise Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Optionee will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this section. Notwithstanding the foregoing, to the extent required by the North Dakota Franchise Investment Law, Optionee may bring an action in North Dakota for claims arising under the North Dakota Franchise Investment Law

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

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
OPTION AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Optionee**”).

1. **BACKGROUND.** KFC and Optionee are parties to that certain Option Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Option Agreement”). This Rider is annexed to and forms part of the Option Agreement. This Rider is being signed because (a) Optionee is domiciled in Washington; and/or (b) the KFC Outlet that Optionee will operate under the Option Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Option Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Option Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Option Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Optionee shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Option Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

Transfer fees are collectable if they reflect KFC’s reasonable estimate or actual costs in effecting a transfer.

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

**KFC US, LLC**

**OPTIONEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE  
STATE-SPECIFIC RIDERS TO THE  
DEVELOPMENT AGREEMENT**

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN ILLINOIS**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) any of the offering or sales activity relating to the Development Agreement occurred in Illinois and the KFC Outlet that Developer will operate under the Development Agreement will be located in Illinois, and/or (b) Developer is domiciled in Illinois.

2. **GOVERNING LAW.** Section 11.G. of the Development Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the State of Illinois without regard to its conflict of laws rules.

3. **ILLINOIS FRANCHISE DISCLOSURE ACT.** The following language is added as a new Section 11.M of the Development Agreement:

**ILLINOIS FRANCHISE DISCLOSURE ACT**

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

(signature page follows)

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

**KFC US, LLC**

**DEVELOPER:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN MARYLAND**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Maryland, and/or (b) the KFC Outlets that Developer will operate under the Development Agreement will be located in Maryland.

2. **INSOLVENCY.** The following is added to the end of Section 8.A(1) of the Development Agreement:

; however, KFC and Developer acknowledge that certain aspects of this provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.).

3. **NON-WAIVER.** The following is added to the end of Section 8.E of the Development Agreement:

To the extent so required by applicable law, these acknowledgments are not intended to act, nor shall they act, as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. **GOVERNING LAW; FORUM.** Section 11.G is deleted and replaced with the following:

**G. GOVERNING LAW; FORUM.** Except to the extent governed the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) or other United States federal law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

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

**KFC US, LLC**

**DEVELOPER:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**

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

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

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

Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN MINNESOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_ whose principal business address is \_\_\_\_\_ a(n) \_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “the Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) the KFC Outlets that Developer will develop under the Development Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in Minnesota

2. **NEW AGREEMENT UPON EXPIRATION AND TERMINATION OF AGREEMENT.** The following is added to the end of Section 2.B. and as a new Section 8.G. to the Development Agreement:

However, with respect to franchises governed by Minnesota law, KFC will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that Developer be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

3. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** The first sentence of Section 8.E of the Development Agreement is deleted.

4. **DAMAGES.** The following statement is added at the end of Section 9 of the Development Agreement:

KFC and Developer acknowledge that certain parts of this provision might not be enforceable under Min. Rule 2860.4400J. However, KFC and Developer agree to enforce this provision to the extent the law allows.

5. **NON-WAIVER.** The following is added to the end of Section 11.D. of the Development Agreement:

a. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

b. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including,

fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

6. **GOVERNING LAW; FORUM.** The following statement is added at the end of Section 11.G. of the Development Agreement:

Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Min. Rule 2860.4400J prohibit KFC, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Developer’s rights under Minnesota Statutes Chapter 80C or Developer’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

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

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
[Name]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of North Dakota and any of the KFC Outlets that Developer will develop under the Development Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Development Agreement occurred in North Dakota.

2. **GOVERNING LAW; FORUM.** Section 11.G. of the Development Agreement is deleted and replaced with the following:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. sections 1051 et seq.), or other United States federal law, and except as otherwise required by North Dakota law, this Agreement, the franchise, and all claims arising from the relationship between KFC and Developer will be governed by the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules, except that any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section. Any dispute regarding the terms of this Agreement shall be exclusively brought in the state and federal courts of the Commonwealth of Kentucky, Louisville division. However, to the extent required by North Dakota Franchise Investment Law, Developer may bring an action in North Dakota.

3. **DAMAGES.** The following language is added to the end of Section 9 of the Development Agreement:

KFC and Developer acknowledge that certain parts of this provision might not be enforceable under the North Dakota Franchise Investment Law. However, KFC and Developer agree to enforce the provision to the extent the law allows.

4. **WAIVER OF PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, the first sentence of Section 8.E of the Development Agreement is deleted.

(signature page follows)

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

**KFC US, LLC**

**DEVELOPER:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date\*: \_\_\_\_\_  
(\*This is the Effective Date)

\_\_\_\_\_  
**[Name]**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RIDER TO THE  
DEVELOPMENT AGREEMENT  
FOR USE IN WASHINGTON**

**THIS RIDER** is made and entered into by and between **KFC US, LLC**, a Delaware limited liability company whose address is 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and \_\_\_\_\_  
a(n) \_\_\_\_\_ whose principal business address is \_\_\_\_\_  
\_\_\_\_\_ (“**Developer**”).

1. **BACKGROUND.** KFC and Developer are parties to that certain Development Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Development Agreement”). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is domiciled in Washington; and/or (b) any of the KFC Outlets that Developer will develop under the Development Agreement will be located or operated in Washington; and/or (c) any of the offering or sales activity relating to the Development Agreement occurred in Washington.

2. **WASHINGTON LAW.** The following paragraphs are added to the end of the Development Agreement:

In recognition of the requirements of the Washington Franchise Investment Protection Act (the “Act”) and the rules and regulations promulgated thereunder, the Development Agreement shall be modified as follows:

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

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

A release or waiver of rights executed by Developer shall not include rights under the Act, except when executed pursuant to a negotiated settlement after the Development Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act, such as a right to a jury trial, might not be enforceable.

(signature page follows)

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

**KFC US, LLC**

**DEVELOPER:**

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

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

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

Date\*: \_\_\_\_\_

(\*This is the Effective Date)

\_\_\_\_\_  
[Name]

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

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

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

Date: \_\_\_\_\_

**EXHIBIT N**  
**GUARANTY**

## GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a limited liability company ("KFC"), its parents, subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation, (hereinafter referred to as "Obligees," whether one or more) to enter into certain Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases and to do certain business with [Legal Entity Name](the "Obligor"), of [City/State of Legal Entity's corporate offices], the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of any Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases between Obligees and the Obligor, and all renewals, extensions and amendments thereof, including, without limitation, any representations, warranties and indemnities contained in such Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases (collectively the "Guaranteed Obligations"), relating to or arising out of the operation of each of the Kentucky Fried Chicken restaurant(s) (hereinafter referred to as the "Outlet(s)") set forth on the attached **Schedule 1**, as it may be amended periodically.

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Agreement, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorneys' fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear his own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities. This Guaranty has been made and accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

The amount of the maximum aggregate liability of the Guarantors for the Guaranteed Obligations, with the other guarantors of the Guaranteed Obligations is identified on **Schedule 1**, as it may be amended periodically; provided, however, all guarantors of the Guaranteed Obligations are jointly and severally liable for the Guaranteed Obligations. The date on which this Guaranty terminates is five years after the expiration, of the last Franchise Agreement (including any renewal or extension thereof) executed for any of the Outlets in Schedule 1, provided, however, that such termination shall not affect the liability of the Guarantors with respect to:

- (1) Guaranteed Obligations created or incurred prior to such date; or
- (2) Extensions or renewals of, interest accruing on, or fees, costs, or expenses incurred with respect to, such Guaranteed Obligations on or after such date.

Guarantors acknowledge and agree that they have previously executed one or more guaranties associated with certain Outlets set forth in Schedule 1 (the “Existing Guaranties”), and that the execution by Guarantors of this Guaranty shall not terminate or otherwise release Guarantors from the Existing Guaranties with respect to obligations that accrued prior to the date hereof. However, Guarantors further acknowledge and agree that the maximum aggregate liability set forth above for this Guaranty shall apply to all the Outlets set forth on Schedule 1 from and after the date hereof, whether subject to the Existing Guaranties or not.

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**SCHEDULE 1 TO GUARANTY**  
**Executed on [insert date guaranty originally executed]**  
**Effective Date: This Schedule 1 is effective**  
**as of \_\_\_\_\_**

The maximum aggregate liability of the Guarantors for the Guaranteed Obligations is \$\_\_\_\_\_.

**Outlet ID #                      Outlet Address**  
\_\_\_\_\_

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

**EXHIBIT O**

**CONTROL PERSON ADDENDUM**

**CONTROL PERSON ADDENDUM**

THIS CONTROL PERSON ADDENDUM is entered into as of \_\_\_\_\_, by and between KFC US, LLC, a Delaware limited liability company having its principal place of business in Louisville, Kentucky (hereinafter referred to as "KFC") and [Legal Entity Name], a(n) [Legal Entity State of Incorporation] [Legal Entity Organization Type] having its principal place of business in [City and State of Legal Entity’s corporate offices] (hereinafter referred to as "Franchisee"), and shall serve as an addendum to the Kentucky Fried Chicken Franchise Agreement(s) (the "Franchise Agreement(s)") relating to the outlet(s) (the "Outlets") listed on the attached **Schedule 1** which is hereby incorporated by reference.

Whereas, the Franchise Agreement(s) state that Franchisee will identify a "Control Person" who shall be the individual who has the authority to, and does in fact, actively direct the business affairs of the Franchisee with respect to the Outlet(s).

Whereas KFC and Franchisee desire to identify the Control Person for the Franchisee and the Outlets.

Now, therefore, the parties agree as follows:

1. Franchisee’s ownership, and the ownership of any parent and affiliated companies, as of the date of this agreement, including the percentage of ownership held by each person, is set forth below.

| <u>NAME</u>    | <u>PERCENTAGE</u>     |
|----------------|-----------------------|
| [Owner 1 Name] | [Owner 1 Percentage]% |
| [Owner 2 Name] | [Owner 2 Percentage]% |

2. KFC may transact all business between it and the Franchisee by communicating with and accepting communications from, or otherwise conducting the mutual affairs of the franchisor/franchisee relationship with [KFC Control Person Name], who shall be the Control Person of the Franchisee (hereinafter "Franchisee Control Person"). Franchisee Control Person shall be the person responsible for the control and operation of the Outlets.
3. KFC may communicate by electronic mail with Franchisee Control Person by using the following email address: [KFC Control Person e-mail address]. Franchisee Control Person will timely notify KFC of changes to this email address. Nothing in this Section 3 alters or amends Section 20.9 (Notices) of the Franchise Agreements.

**EXECUTED** as of the first date hereinabove stated.

KFC US, LLC

By: \_\_\_\_\_  
Kate Ward  
Chief Legal Officer

FRANCHISEE  
[Legal Entity Name]

By: \_\_\_\_\_  
[FZ Officer Name]  
[FZ Officer Title]

Shareholders, Partners, Members or Tenants in Common (as the case may be, on their individual behalf)

\_\_\_\_\_  
[Owner 1 Name]

\_\_\_\_\_  
[Owner 2 Name]

**SCHEDULE 1**

| <b>KFC Outlet ID</b> | <b>KFC Outlet Address</b> |
|----------------------|---------------------------|
| [KFC Outlet ID#]     | [KFC Outlet address]      |
|                      |                           |

**EXHIBIT P**  
**RENEWAL ADDENDUM**  
**(TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT)**

**RENEWAL ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_ (the “**Agreement Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and **[Legal Entity name]** a(n) **[Legal Entity State of Incorporation]** **[Legal Entity Organization Type]** (“**Franchisee**”).

**RECITALS**

A. *KFC and Franchisee are parties to a franchise agreement dated **[current Franchise Agreement Date]*** (the “**Prior Franchise Agreement**”) pursuant to which Franchisee operates a Kentucky Fried Chicken outlet located at **[KFC Outlet Address]** (the “**Outlet**”).

B. The Prior Franchise Agreement will expire under its own terms on **[current Franchise Agreement Expiration Date]** and Franchisee has expressed a desire to renew the franchise to operate the Outlet.

C. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

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

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the expiration date of the Prior Franchise Agreement (the “**Effective Date**”), subject to Franchisee’s satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee;

(b) As of the Effective Date, Franchisee must be current in all financial obligations and debts owed to KFC and the KFC National Council and Advertising Cooperative, Inc., whether arising under the Franchise Agreement, Advertising Agreement, other agreements with KFC, or any promissory notes or other evidences of indebtedness; and

(c) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

If, however, Franchisee fails to satisfy any of the above conditions by the Effective Date, then the Franchise Agreement will not go into effect and Franchisee will be required to comply with all post-expiration

obligations under the Prior Franchise Agreement, including, without limitation, those set forth in Sections 3.4, 5.5 and 15.1 of the Prior Franchise Agreement.

2. **Term.** The first sentence of Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 10<sup>th</sup> anniversary of the Effective Date, subject to earlier termination or expiration pursuant to this Agreement.

3. **Franchisee's Continuing Obligations.**

(a) In consideration of KFC granting to Franchisee the renewal Franchise Agreement, Franchisee agrees, at its sole cost and expense, to upgrade or relocate the Outlet and complete any maintenance or repairs in accordance with the timeline and requirements described on Exhibit A to this Addendum. All upgrades, modifications, and repairs shall be in accordance with KFC's current standards and image. Plans must be submitted to and approved in writing by KFC Architecture & Design prior to commencing construction. Franchisee shall have the sole responsibility for communicating with KFC to insure the timely receipt by Franchisee of KFC's standards, image, plans and approvals, in order to allow the full and timely completion by Franchisee of the above-referenced requirement(s). It shall be the Franchisee's sole responsibility to comply with the local law regarding the securing of any architect stamps, permits, licenses, or other necessary governmental approvals and bear the sole responsibility and associated cost of such. Franchisee acknowledges that such requirements are not intended to limit Franchisee's obligations under the Franchise Agreement in any way.

(b) The time for completing the obligations defined under this Section 3 may be extended if completion is delayed or prevented by a cause or causes beyond the reasonable control of Franchisee and which Franchisee could not reasonably have foreseen, provided that (i) Franchisee makes a written request for an extension of time, setting forth the obligation for which an extension is requested, the reason for the delay and the amount of extension requested for such obligation (not to exceed 90 days); (ii) KFC approves such extension in writing, which approval shall not be unreasonably withheld; (iii) as a condition to its approval of an extension KFC may require current reports on Franchisee's financial capabilities and may require that the Franchise Agreement be replaced on the then current form upon which new renewals are being granted at the time of such extension; and (iv) all of Franchisee's obligations set forth in this Agreement subsequent to the extended obligation are extended the same amount of time as the requested extension; and (v) in no event shall KFC be required to grant an extension that would result in the time of performance by Franchisee of any of its obligations hereunder being extended later than ninety (90) days after the date required by this Addendum.

(c) If Franchisee fails to satisfy its obligations under this Section 3 and fails to cure such default within thirty (30) days of receipt of written notice from KFC of such default, then automatically and without further action required from KFC, the Franchise Agreement will terminate on the thirty-first (31<sup>st</sup>) day following Franchisee's receipt of written notice of such default. Upon such termination of the Franchise Agreement, Franchisee will be required to comply with all post-termination obligations, including, without limitation, those set forth in Sections 3.4, 5.5 and 15.1 of the Franchise Agreement.

4. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing “initial franchise fee” with “renewal fee.”

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

5. **Time of the Essence.** Time is of the essence of this Addendum. The conditional consent to renew the franchise has been granted in reliance on Franchisee’s representations and assurances that it will duly and timely perform the conditions and requirements described in Section 3 of this Addendum.

6. **Expiration of Prior Franchise Agreement.** As of the Effective Date of the Franchise Agreement, the Prior Franchise Agreement shall expire and have no further force and effect.

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

8. **Miscellaneous.**

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

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

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

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

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

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

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

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

**[Franchisee Entity Name]**

\_\_\_\_\_  
Kate Ward  
Chief Legal Officer

Sign: \_\_\_\_\_  
Name: **[FZ Officer Name]**  
Title: **[FZ Officer Title]**

**EXHIBIT A**  
**UPGRADE REQUIREMENTS**

Requirement: [Asset Upgrade Obligation - Major Remodel/Scrape & Rebuild/Relocate/TBD]  
Upgrade Due Date: [Asset Obligation Due Date]  
Image: American Showman

Requirement: install physically separate refrigerated chicken holding  
Due Date: [Asset Obligation Due Date]

**EXHIBIT Q**

**REBUILD/RELOCATE ADDENDA**

**RENEWAL TERM EXTENSION ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL TERM EXTENSION ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Franchisee**”).

**RECITALS**

A. KFC and Franchisee are parties to a franchise agreement dated \_\_\_\_\_ (the “**Prior Franchise Agreement**”), pursuant to which Franchisee operates a Kentucky Fried Chicken Outlet located at \_\_\_\_\_ (the “**Outlet**”).

B. The Prior Franchise Agreement is scheduled to expire on \_\_\_\_\_, 20\_\_.

C. [Franchisee desires to relocate the Outlet to \_\_\_\_\_.] [use only for relocate]

D. Franchisee will [rebuild/relocate] [*delete whichever is inapplicable*] the Outlet prior to the expiration of the term of the Prior Franchise Agreement and in connection with such [rebuild/relocation], KFC and Franchisee have agreed to renew the franchise to operate the Outlet prior to the expiration of the term of the Prior Franchise Agreement, pursuant to the option for a renewal term extension for an outlet rebuild or relocation as outlined in that certain Acceleration Agreement by and among KFC, the KFC National Council and Advertising Cooperative, Inc. (“**NCAC**”) and the Association of Kentucky Fried Chicken franchisees dated January 31, 2015 of which franchisees are third party beneficiaries.

E. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

F. KFC and Franchisee acknowledge and agree that the Effective Date shall be the date on which the [rebuild Outlet re-opens/relocated Outlet opens] [*delete whichever is inapplicable*]

G. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

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

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the Effective Date, subject to Franchisee’s satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC two times the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee; and

(b) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

2. **Term.** The first sentence of Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 20<sup>th</sup> anniversary of the Effective Date, subject to earlier termination or expiration pursuant to this Agreement.

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

Franchisee shall execute a new license agreement on the same form as this Franchise Agreement for the first ten (10) year period; provided that, if the first renewal term will expire before December 31, 2050, Franchisee may purchase additional years such that the renewal term will expire on December 31, 2050, and, thereafter, on the form then being used by KFC, but without any increase in royalty fee or advertising contributions or any change in renewal or assignment provisions or in the protected territory provision contained in Subsection 3.6.

4. **Remodeling and Upgrading of Outlet.** The following language shall be added as new Section 6.5 of the Franchise Agreement:

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

5. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing “initial franchise fee” with “renewal fee.”

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

6. **Expiration of Prior Franchise Agreement.** Subject to Franchisee's satisfaction of the conditions precedent in Section 1 of this Addendum, as of the Effective Date of the Franchise Agreement the Prior Franchise Agreement shall expire and have no further force and effect.

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

8. **Miscellaneous.**

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

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

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

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

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

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

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

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[\_\_\_\_\_]

Sign: \_\_\_\_\_  
Kate Ward  
Chief Legal Officer

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

**RENEWAL TERM EXTENSION ADDENDUM TO  
KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT**

**THIS RENEWAL TERM EXTENSION ADDENDUM TO KENTUCKY FRIED CHICKEN FRANCHISE AGREEMENT** (this “**Addendum**”) is made as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between KFC US, LLC, a Delaware limited liability company (“**KFC**”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“**Franchisee**”).

**RECITALS**

A. KFC and Franchisee are parties to a franchise agreement dated \_\_\_\_\_, \_\_\_\_ (the “**Prior Franchise Agreement**”) pursuant to which Franchisee operates a Kentucky Fried Chicken outlet located at \_\_\_\_\_ (the “**Outlet**”).

B. The Prior Franchise Agreement is scheduled to expire on \_\_\_\_\_, 20\_\_.

C. [Franchisee desires to relocate the Outlet to \_\_\_\_\_.]  
[use only for relocate]

D. Franchisee will [rebuild/relocate] [*delete whichever is inapplicable*] the Outlet prior to the expiration of the term of the Prior Franchise Agreement and in connection with such [rebuild/relocation], KFC and Franchisee have agreed to renew the franchise to operate the Outlet prior to the expiration of the term of the Prior Franchise Agreement, pursuant to the option for a renewal term extension for an outlet rebuild or relocation as outlined in that certain Acceleration Agreement by and among KFC, the KFC National Council and Advertising Cooperative, Inc. (“**NCAC**”) and the Association of Kentucky Fried Chicken franchisees dated January 31, 2015 of which franchisees are third party beneficiaries.

E. Simultaneously with the execution of this Addendum, KFC and Franchisee have executed KFC’s current form of franchise agreement (the “**Franchise Agreement**”) for the continuing operation of the Outlet.

F. KFC and Franchisee acknowledge and agree that the Effective Date shall be the date on which the [rebuilt Outlet re-opens/relocated Outlet opens] [*delete whichever is inapplicable*]

G. KFC and Franchisee have agreed to certain modifications of the Franchise Agreement to reflect that the Franchise Agreement is to renew the existing franchise to operate the Outlet.

**AGREEMENT**

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

1. **Effective Date and Conditions Precedent.** The Franchise Agreement shall become effective on the **Effective Date**, subject to Franchisee’s satisfaction of the following conditions precedent:

(a) Franchisee pays to KFC two times the then-current renewal fee, which renewal fee is in lieu of paying an initial franchise fee; and

(b) Simultaneously with the execution of the Franchise Agreement and this Addendum, Franchisee must sign the Advertising Agreement.

2. **Term.** Section 3.3 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

The License Term shall expire on the 20<sup>th</sup> anniversary of the **Effective Date**, subject to earlier termination or expiration pursuant to this Agreement. Franchisee has no right hereunder or otherwise to renew or extend this Agreement or the License upon expiration of the License Term.

3. **No New Agreement Upon Expiration.** Section 4 of the Franchise Agreement is hereby deleted in its entirety and replaced with “[Reserved].”

4. **Remodeling and Upgrading of Outlet.** The following language shall be added as new Section 6.5 of the Franchise Agreement:

Franchisee will complete, within six months of the tenth anniversary of the Franchise Agreement Effective Date, a reduced scope remodel and upgrade of the interior and exterior of the Outlet, the parameters and requirements of which shall be established by KFC such that Franchisee will not be obligated to spend more than \$175,000 (adjusted annually to reflect inflation based on the Building Cost Inflation index published by Engineering News Record, or if such index is discontinued, a replacement nationally recognized, industry inflation index reasonably acceptable to KFC and the NCAC, using January 2015 as the base period) to complete such remodel and upgrade. Franchisee will also complete, within six months of the fifth and fifteen anniversaries of the Effective Date, a freshening of the retail appearance of the Outlet in a commercially reasonable manner as determined by KFC, which may include, without limitation and by example, where applicable, changing out worn or broken chairs, tables or tiles; painting; changing wallpaper; freshening landscaping; addressing cosmetic needs at the counter or the restrooms; and other freshening activity of this type.

5. **Services by KFC.**

(a) Section 7 of the Franchise Agreement shall be amended by replacing “initial franchise fee” with “renewal fee.”

(b) Franchisee acknowledges and agrees that KFC previously provided all initial services in connection with the Prior Franchise Agreement; therefore, Franchisee is not entitled to additional initial services.

6. **Royalty Rate.** The first sentence of Section 8.1 of the Franchise Agreement shall be deleted and replaced in its entirety with the following:

Franchisee shall pay to KFC royalties for the License at the rate of 5% of Gross Revenues (as defined in Section 9) for each month or partial month that the store is in operation.

7. **Expiration of Prior Franchise Agreement.** Subject to Franchisee's satisfaction of the conditions precedent in Section 1 of this Addendum, as of the Effective Date of the Franchise Agreement the Prior Franchise Agreement shall expire and have no further force and effect.

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

9. **Miscellaneous.**

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

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

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

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

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

(f) **Counterparts.** This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. This Addendum or any counterpart may be executed via facsimile or electronic transmission, and any such executed facsimile or electronic copy shall be treated as an original.

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

**KFC:**

**FRANCHISEE:**

**KFC US, LLC**

[ \_\_\_\_\_ ]

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

Kate Ward  
Chief Legal Officer

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

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

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

**EXHIBIT R**

**RESTAURANT TECHNOLOGY AGREEMENT**

## RESTAURANT TECHNOLOGY AGREEMENT

This Restaurant Technology Agreement (“**Agreement**”) is entered into by and between **KFC US, LLC**, a Delaware limited liability company, with its principal business address at 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 (“**KFC**”), and [Franchisee Legal Entity], a(n) [State of incorporation/registration] [type of legal entity (e.g., corporation, limited liability company, etc.)] whose principal business address is [Franchisee Legal Entity Principal Business Address] (“**Franchisee**”), effective as of the date signed by KFC (“**Effective Date**”). KFC and Franchisee may be referred to collectively as the “**Parties**” or individually as a “**Party**.”

### Recitals:

KFC and Franchisee are parties to certain Franchise Agreements, and may enter into additional Franchise Agreements in the future, (hereinafter referred to as the “**Franchise Agreements**”), in which KFC granted the Franchisee a license to use the trademarks owned by KFC in connection with the sale of “Kentucky Fried Chicken” and other approved food products at KFC-branded outlets (hereinafter referred to as the “**Outlets**”);

KFC has agreed to license or sublicense certain software and provide certain services to Franchisee in accordance with the terms of this Agreement; and

Franchisee desires to access the software and obtain the services as may be made available from time to time by KFC in accordance with the terms of this Agreement.

### Agreement:

In consideration of the foregoing Recitals and the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

#### 1. Definitions.

(a) “**Authorized User**” means Franchisee and Franchisee’s employees and authorized agents who are authorized by Franchisee to access and use the Restaurant Technology for the internal use of Franchisee in operating the Outlets only and for no other purpose.

(b) “**Documentation**” means KFC’s user manuals, handbooks, guides, and standards relating to the Restaurant Technology provided by KFC to Franchisee in any form.

(c) “**Employee Data**” means information, data, and other content related to Franchisee’s employees that is submitted, transmitted, created, generated, stored, posted, or otherwise processed or accessed through the Restaurant Technology installed on-site in Franchisee’s Outlets. All Personally Identifiable Information related to Franchisee’s employees shall be part of the Employee Data, to the extent permitted by applicable law.

(d) “**Equipment**” means the on-site equipment, hardware, appliances, products, or other devices that Franchisee will be required to obtain in order to access and use the Restaurant Technology from the Outlets.

(e) **“Licensed Property”** means the Restaurant Technology, the Documentation, and all intellectual property related to the foregoing, including without limitation, the underlying software, algorithms, designs, methodologies, procedures, and proprietary processes of the Restaurant Technology (subject to any third party’s rights to any platform or software component of the Restaurant Technology licensed to KFC, and sublicensed to Franchisee under this Agreement), and the Documentation provided to Franchisee or an Authorized User in connection with the foregoing.

(f) **“Personally Identifiable Information”** means any information that can be used to identify an individual, including names, addresses, telephone numbers, e-mail addresses, employee identification numbers, signatures, passwords, financial information, bank account information, credit card information, product purchase history, geolocation data, biometric or health data, government-issued identification numbers, and credit report information. For the avoidance of doubt, this definition includes any information defined as “personal information” or “personally identifiable information” under U.S. state or federal data privacy laws.

(g) **“Restaurant Technology”** means the technology platforms, hardware and software components periodically made available by KFC to its franchisees for use on-site at KFC-branded restaurants from time to time and as may be more particularly described in the applicable Documentation. The required and optional Restaurant Technology made available to franchisees is identified in the KFC standards and specifications provided to franchisees and updated from time to time. The required Restaurant Technology as of the Effective Date is identified on Schedule A. KFC periodically may modify the platforms and software components of the Restaurant Technology that it makes available to franchisees, and will notify Franchisee of any such modifications. Restaurant Technology platforms and software components may include platforms and software components developed by KFC or Third-Party Products. For the avoidance of doubt, Restaurant Technology does not include customer-facing mobile applications or KFC website based platforms and software that are not accessed or operated from hardware that is located on-site at Franchisee’s Restaurants (regardless of whether customer orders are directed to the Outlets from such mobile applications or KFC website based platforms and software), which are covered by KFC’s digital platform standards and the corresponding digital fees.

(h) **“Security Approver”** means Franchisee’s designated authorized representative who administers the Restaurant Technology in Franchisee’s Outlets, including managing system configurations and access by Authorized Users.

(i) **“Services Data”** means information, data, and other content in any form or medium that is submitted, transmitted, created, generated, stored, posted, or otherwise processed or accessed through the Restaurant Technology installed in Franchisee’s Outlets, including all information and data related to customers of Franchisee’s Outlets. All Personally Identifiable Information related to the customers of Franchisee’s Outlets shall be part of the Services Data, to the extent permitted by applicable law.

(j) **“Third-Party Products”** means any third-party products, software, data, or services that are provided with, incorporated into or integrated with the Restaurant Technology. For the avoidance of doubt, third-party products, software, data, or services (excluding KFC Services (defined below in Section 2(b))) provided by Yum Brands, Inc. or its affiliates, other than KFC or KFC Corporation, are Third-Party Products.

2. Access, Services, and Use.

(a) Restaurant Technology and Documentation. Subject to and conditioned upon Franchisee’s compliance with the terms and conditions of this Agreement, KFC hereby grants to Franchisee a non-exclusive, non-sublicensable, non-transferable, limited license for Franchisee and its Authorized Users to access and use the Restaurant Technology and Documentation during the Term solely to operate Franchisee’s Outlets. There is no grant of rights under this Agreement in or to the infrastructure used to deliver the Restaurant Technology. Franchisee agrees to use all Restaurant Technology required by KFC, and to obtain and maintain all Equipment or other infrastructure necessary to use such Restaurant Technology. Franchisee further agrees that if it opts to use any Restaurant Technology that KFC designates as optional, it shall obtain and maintain all Equipment and other infrastructure necessary to use such optional Restaurant Technology.

(b) KFC Services. During the Term of this Agreement, KFC will provide Franchisee with certain services in connection with the Restaurant Technology, which may include developing, upgrading, enhancing, implementing, operating, maintaining, supporting (including help desk and data management services), hosting, securing, and integrating new and existing technology platforms, and providing such other services as it periodically determines, all as may be more specifically identified by KFC standards or otherwise in writing (the **“KFC Services”**). The KFC Services provided to franchisees are identified in the KFC standards and specifications provided to KFC franchisees, as may be updated from time to time, or as otherwise provided by KFC in writing. The KFC Services provided as of the Effective Date are identified on Schedule B to this Agreement. Notwithstanding the foregoing, KFC reserves the right to cease providing the KFC Services to Franchisee (the **“Services Suspension”**) if Franchisee is in default of this Agreement and fails to cure such default within the applicable cure period, if any, as provided in Section 12(b) of this Agreement. The right of Services Suspension will be in addition to any other rights or remedies available to KFC under this Agreement or any Franchise Agreement, including termination. If KFC does not terminate this Agreement as a result of such default, then, KFC shall resume providing the KFC Services as soon as reasonably possible after the event giving rise to the Services Suspension is cured. KFC will have no liability for any cost, expense, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Franchisee or any Authorized User may incur as a result of the Services Suspension.

(c) Use Restrictions. Franchisee and its Authorized Users shall not use the Licensed Property for any purposes beyond the scope of the access granted in this Agreement. Franchisee shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Licensed Property

in whole or in part; (ii) rent, lease, lend, sell, offer for sale, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Licensed Property; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Licensed Property, in whole or in part; (iv) remove any proprietary notices from the Licensed Property; (v) use the Licensed Property in any manner inconsistent with KFC's standards and specifications, as identified in the KFC standards library or otherwise in writing; or (vi) use the Licensed Property in any manner or for any purpose that violates applicable law or that infringes, misappropriates, or otherwise violates any intellectual property, publicity, privacy, or other right of any person or entity.

(d) Reservation of Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Franchisee, its Authorized Users or any third party any intellectual property rights or other right, title, or interest in or to the Licensed Property.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, KFC reserves the right to suspend Franchisee's and any Authorized User's access to any portion or all of the Licensed Property, whether to one, some or all of Franchisee's Outlets, if: (i) KFC reasonably determines that (A) there is a threat of harm to or actual harm to any of the components comprising the Licensed Property; (B) Franchisee's or any Authorized User's use of the Licensed Property disrupts or poses a risk to any of the components comprising the Licensed Property or to third parties; (C) Franchisee or any Authorized User is using the Licensed Property for unauthorized, fraudulent or illegal activities; (D) Franchisee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) suspension is advisable for purposes of conducting either routine or emergency maintenance; or (F) KFC's provision of the Licensed Property to Franchisee or an Authorized User is prohibited by applicable law or should be suspended to accommodate a governmental or other investigation; (ii) any vendor of KFC has suspended or terminated KFC's access to or use of any third-party services or products required to enable Franchisee to access the Licensed Property; (iii) Franchisee fails to obtain, upgrade, or maintain the required Equipment necessary to operate the Licensed Property; (iv) Franchisee fails to timely pay the Technology Fees or other amounts due under this Agreement and does not cure such failure within the applicable cure period; or (v) in response to a Franchisee breach or default of the terms of this Agreement and does not cure such default within the applicable cure period; (any such suspension described in subclause (i) - (v), an "**Access Suspension**"). KFC shall use commercially reasonable efforts to provide Franchisee with updates regarding resumption of access following any Access Suspension. KFC shall use commercially reasonable efforts to resume providing access as soon as reasonably possible after the event giving rise to the Access Suspension is cured. KFC will have no liability for any cost, expense, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Franchisee or any Authorized User may incur as a result of an Access Suspension.

3. Franchisee Responsibilities.

(a) General. Franchisee is responsible and liable for all uses of the Licensed Property resulting from access provided by Franchisee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Franchisee is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Franchisee will be deemed a breach of this Agreement by Franchisee. Franchisee shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Licensed Property and confidentiality obligations, and shall cause Authorized Users to comply with such provisions.

(b) Passwords; Access Controls. Franchisee shall be responsible for the safekeeping, proper use and management of all passwords or other access controls to the Restaurant Technology to be used by Franchisee and its Authorized Users, including compliance with applicable law and KFC's security related standards as they are modified from time to time. Franchisee shall designate a Security Approver to administer access to the Restaurant Technology by Franchisee and its Authorized Users. Franchisee shall implement adequate security controls to ensure that all passwords and access controls are made available only to Authorized Users for the uses permitted under this Agreement. If Franchisee learns of any loss or unauthorized use of such passwords or access controls, Franchisee shall immediately notify KFC of the same and reasonably cooperate in the investigation of the incident and take such steps as KFC may require to contain and minimize any adverse consequences arising from such loss or unauthorized use.

(c) Third-Party Products. KFC may from time to time make Third-Party Products available to Franchisee as part of the Restaurant Technology. Such Third-Party Products may be subject to their own terms and conditions, which will be made available to Franchisee in a reasonable form. If Franchisee uses the Third-Party Products, which may be required by KFC, Franchisee must abide by the applicable terms and conditions required for use of such Third-Party Products by the applicable third-party. Further, KFC may require that Franchisee enter into agreements with third-party vendors for the Third-Party Products or for the upgrading and maintenance of Restaurant Technology components; if applicable, Franchisee will enter into and comply with those agreements.

(d) Maintenance, Upgrading, and Data Updates. Although KFC is licensing the Restaurant Technology to Franchisee, Franchisee will have sole and complete responsibility for: (1) the acquisition, installation, operation, maintenance, and upgrading of the Equipment and the Restaurant Technology installed at Franchisee's Outlets; (2) the interface of Franchisee's Equipment and Restaurant Technology at Franchisee's Outlets with any third party's computer system; (3) any and all consequences if the Equipment and Restaurant Technology installed at Franchisee's Outlets is not properly operated, maintained, and upgraded; and (4) verifying the accuracy of all data updates requested by Franchisee and made by KFC to Franchisee's point of sale system (including, without limitation, menu prices, coupons, and tax table). Franchisee acknowledges and agrees that

KFC shall have no liability for any lost revenue or tax collection as a result of an incorrect update or change.

(e) Equipment and Connectivity. Franchisee acknowledges and agrees that it must obtain all required Equipment and connectivity services in accordance with KFC's standards, specifications and requirements, and from approved or designated suppliers. This Agreement does not apply to and does not cover any Equipment or connectivity, which may be covered by a separate agreement between Franchisee and the approved or designated supplier. During the Term, Franchisee may need to obtain new, additional or replacement Equipment to comply with KFC standards, and obtain ongoing maintenance on the Equipment. Franchisee agrees to complete any required maintenance, and to obtain such new, additional or replacement Equipment as soon as practicable and to incur the cost to obtain such Equipment.

#### 4. Modifications; Remedies.

(a) Modifications. KFC may in the future elect to modify, enhance, redesign, discontinue or offer substitute Restaurant Technology or KFC Services, or add new platforms or software components to the Restaurant Technology or KFC Services, upon reasonable written notice to Franchisee. KFC may require Franchisee to license, purchase, implement and utilize any modifications or additions to (i) the required Restaurant Technology, and (ii) such optional Restaurant Technology that Franchisee has opted to use. Franchisee shall adopt and implement such replacement or additional Restaurant Technology (for all required Restaurant Technology, and for the optional Restaurant Technology that Franchisee has opted to use) as soon as practicable following KFC's request, at Franchisee's sole expense. Further, KFC may, (i) upon no less than 90 days' notice, eliminate and remove platforms from the Restaurant Technology, and (ii) upon no less than 180 days' notice, cease to make the Restaurant Technology available to Franchisee. In each case and upon the same notice period defined in the preceding sentence, KFC may also require Franchisee to obtain substitute platforms, software components, services or the Restaurant Technology as a whole directly from a third-party vendor at Franchisee's cost.

#### (b) Remedies.

(i) KFC does not guarantee any minimum service levels for any of the Restaurant Technology, unless expressly provided in the applicable KFC standard related to such platform or software component. However, if Franchisee notifies KFC that the Restaurant Technology has suffered a material error or malfunction or Franchisee's access to the Restaurant Technology has been disrupted and such disruption is not as a result of Franchisee's breach or a force majeure event, KFC will use commercially reasonable efforts to promptly correct all such material errors or malfunctions or to restore Franchisee's access to the Restaurant Technology in accordance with the support services process identified in KFC's standards library. Provided, that, if the platform or software component is a Third-Party Product, the

resolution and support process may be managed through the applicable third-party's support process.

(ii) If KFC fails to provide any of the KFC Services and such failure results in the material impairment of the functionality of the Restaurant Technology, then if Franchisee provides KFC with prompt written notice (email being sufficient if sent to KFC's Chief Legal Officer and Chief Information Officer), KFC will use its commercially reasonable efforts to promptly re-perform and/or improve the KFC Services, as appropriate. If KFC does not re-perform the KFC Services within a reasonable time, KFC agrees, as Franchisee's sole remedy, to provide a credit equal to a portion of or the entire amount charged for that portion of the KFC Services that was not performed, which credit may be applied to Franchisee's next Technology Fees payment.

5. Fees and Payment.

(a) Technology Fees. Franchisee shall pay KFC the then-current technology fees ("**Technology Fees**"), without offset or deduction, which may comprise of a monthly fee for each Outlet for annual operating expenses, which include ongoing subscription, maintenance, support, of various required technology platforms and software components that are part of the Restaurant Technology, and for the related KFC Services, as well as per transaction fees for each customer transaction processed through the Restaurant Technology. The Technology Fees will not include operating expenses relating to KFC Level 12 and above employee salaries, travel & expenses, employee bonuses, benefits, or infrastructure, or any KFC general and administrative costs unrelated to the provision of KFC Services. The Technology Fees as of the Effective Date are set forth in Schedule C. KFC may modify the amount of the Technology Fees upon reasonable notice to Franchisee (email notice being sufficient) after consultation with the Technology Committee. The Technology Fees cover only the required Restaurant Technology and related KFC Services, and per transaction fees related to required Restaurant Technology, if applicable; optional Restaurant Technology and their related KFC Services will be made available to Franchisee for additional fees, including any applicable per transaction fees, which also may be adjusted upon reasonable notice to the Franchisee (email notice being sufficient) after consultation with the Technology Committee.

(b) Installation Fees. Franchisee will be responsible for the costs to install the Restaurant Technology at its Outlets, including any new platforms or software components added to the Restaurant Technology during the Term, during the timeframe reasonably required by KFC. At KFC's discretion, following consultation with the Technology Committee, it will either (i) designate one or more third-party vendors which franchisees must utilize to install the Restaurant Technology, (ii) allow Franchisee to select a qualified third-party vendor to install the Restaurant Technology, subject to a certification process, or (iii) allow Franchisee to select from either a KFC designated third-party vendor or its own qualified third party vendor, subject to a certification process.

(c) Taxes. All Technology Fees, installation fees, project management fees, and other amounts payable by Franchisee under this Agreement are exclusive of taxes, governmental charges, similar assessments, and assessments after audit. Franchisee is responsible for all sales, use, property (ad valorem), and excise taxes, and any other similar taxes, duties, charges, and assessments of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Franchisee hereunder, other than any taxes imposed on KFC's income or franchise taxes. If Franchisee qualifies for tax exemptions, Franchisee must provide KFC with appropriate exemption documentation.

(d) Payment. KFC will invoice Franchisee monthly for the Technology Fees, installation fees, project management fees, and other fees incurred during the preceding calendar month. Invoices are due and payable thirty (30) days from Franchisee's receipt of such invoice. KFC may, at its option, require that Technology Fees, installation fees, project management fees, and any other amount payable under this Agreement to KFC be made by direct monthly withdrawals in the form of electronic, wire, automated transfer or similar funds transfer in the appropriate amount(s) from a bank or other financial institution account designated by the Franchisee. If Franchisee fails to make any payment when due, without limiting KFC's other rights and remedies: (i) KFC may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Franchisee shall reimburse KFC for all costs incurred by KFC in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) KFC may, subject to Section 12(b)(ii) regarding notice and opportunity to cure, suspend provision of the KFC Services to Franchisee until such amounts are paid in full.

6. Data. The parties acknowledge that data privacy laws and regulations being implemented in the United States place certain requirements on consumer data owners. Additionally, third party vendors which access consumer data, such as the vendors that KFC regularly contract with to implement programs to benefit the KFC system, often demand that the data owner make representations regarding consumer data stemming from these laws and regulations.

(a) Use of Services Data. Franchisee acknowledges and agrees that all Services Data is owned solely by KFC. Subject to and conditioned upon Franchisee's compliance with the terms and conditions of this Agreement, KFC hereby grants to Franchisee a non-exclusive, non-sublicensable, non-transferable, limited right for Franchisee and its Authorized Users to access and use the Services Data during the Term solely for Franchisee's internal business purposes in operating the Outlets and for no other purposes, provided that any such use must be (i) in accordance with applicable law, including but not limited to data privacy laws, (ii) in compliance with KFC's standards and specifications, and (iii) in compliance with KFC's privacy policy on its website as it is periodically updated. Franchisee's right of access to the Services Data is further limited to only that Services Data specifically related to Franchisee's Outlets to the extent that such access is necessary for Franchisee to operate the Outlets in accordance with its obligations under the Franchise Agreements. Franchisee does not have a right to use, nor is it permitted to access,

Services Data collected from other KFC outlets. Except for the limited rights and licenses expressly granted under this Agreement and except as expressly granted in Section 6(b), nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Franchisee, its Authorized Users or any third party any intellectual property rights, ownership, or other right, title, or interest in or to the Services Data.

(b) Franchisee Data. The parties acknowledge and agree that Franchisee owns the sales, inventory and other information and data that is submitted, transmitted, created, generated, stored, posted, or otherwise processed through the Restaurant Technology at Franchisee's Outlets ("**Franchisee Data**"), to the extent permitted by applicable law and under any applicable agreements with third parties. Provided, however, that "**Franchisee Data**" does not include any Personally Identifiable Information, any other customer related information or data, or any data generated at other KFC Outlets (excluding other KFC Outlets owned by the Franchisee), nor any information or data that originates from mobile applications or KFC website based platforms and software (i.e. kiosks) (regardless of whether customer orders and information are directed to the Outlets from such mobile applications or KFC website based platforms and software). Franchisee acknowledges and agrees that it may not provide the Franchisee Data to competitive or similar businesses (as defined in the Franchise Agreements), nor share the Franchisee Data in any manner in which it would become accessible by competitive businesses or could be used to compete with the KFC franchise system. Franchisee acknowledges and agrees that Franchisor has an irrevocable right to use and allow third parties to use the Franchisee Data for any purpose that benefits KFC and the franchise system, including sharing the Franchisee Data with third-party vendors that are subject to confidentiality and non-disclosure obligations, and with its affiliates, employees, and contractors, to manage and analyze the Franchisee Data. Franchisee further acknowledges that this Section does not give Franchisee any ownership rights in any other Services Data that does not constitute Franchisee Data.

(c) Franchisee Responsibilities. Franchisee is responsible and liable for all uses of the Services Data resulting from access provided by Franchisee, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement, including actions and omissions by Franchisee's Authorized Users. Franchisee shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services Data and shall cause Authorized Users to comply with such provisions. Further, Franchisee shall promptly comply with all requests to return or destroy customer Personally Identifiable Information included in the Services Data, whether requested by KFC or the customer directly, in accordance with KFC's privacy policy and applicable law.

(d) Employee Data. Notwithstanding any else in this Section 6 or otherwise, KFC acknowledges and agrees that all Employee Data is owned solely by Franchisee. Franchisee hereby grants to KFC a non-exclusive, limited right for KFC to access and process Employee Data to verify Franchisee's compliance with KFC's standards and specifications, including, without limitation, as relates to Franchisee's satisfaction of employee training requirements, and to the extent necessary to provide Franchisee with the KFC Services. Except for the limited rights and licenses expressly granted under this

Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to KFC any intellectual property rights, ownership, or other right, title, or interest in or to the Employee Data.

7. Confidential Information.

(a) From time to time during the Term, KFC and Franchisee may disclose or make available to the other party certain non-public information, whether orally or in written, electronic, or other form or media. All of the foregoing information constitutes the confidential information of the disclosing party (collectively, “**Confidential Information**”) regardless of whether it has been marked or stamped as confidential. For the avoidance of doubt, Confidential Information of KFC includes information about or related to the Licensed Property and the Services Data. Confidential Information of Franchisee includes the Employee Data and Franchisee Data.

(b) KFC shall use the same degree of care to protect Franchisee’s Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care).

(c) Unless Franchisee first obtains KFC’s written permission, Franchisee shall not disclose KFC’s Confidential Information to any person or entity, except to its employees, affiliates, and vendors who have a need to know the Confidential Information, to exercise its rights or perform its obligations hereunder or to operate the Outlets. Furthermore, Franchisee agrees that each employee, affiliate, agent, and vendor with access to KFC’s Confidential Information must be subject to confidentiality obligations no less stringent than those contained in this Agreement.

(d) Confidential Information will not include any information (i) already known to the receiving party at the time of disclosure independent of any confidentiality obligation, (ii) in the public domain through no fault of the receiving party, (iii) which later becomes known from a third party without restrictions on disclosure, or (iv) which is independently developed by the receiving party without use of the disclosing party’s Confidential Information.

(e) If the receiving party is required by applicable law or a valid legal order to disclose any of the disclosing party’s Confidential Information, the receiving party shall promptly notify the disclosing party of such requirements before such disclosure so that the disclosing party may seek, at the disclosing party's expense, a protective order or other remedy, and the receiving party shall reasonably assist the disclosing party therewith. If the receiving party remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that it is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

8. Intellectual Property Ownership; Feedback.

(a) Ownership. Franchisee acknowledges that, as between Franchisee and KFC, KFC owns all right, title, and interest in and to, and all intellectual property rights in, (i) the Licensed Property which includes, without limitation, the Restaurant Technology and Documentation, and (ii) the Services Data (unless otherwise provided by applicable law with respect to any included Personally Identifiable information). Franchisee has no rights in or to the foregoing except for the limited rights expressly granted in Section 2, Section 6(a), and any applicable data protection act.

(b) Feedback. If Franchisee or any of its employees or contractors sends or transmits any communications or materials to KFC by mail, email, telephone, or otherwise, suggesting or recommending changes to the Licensed Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“**Feedback**”), KFC is free to use such Feedback for any purpose, without payment or any other obligations to Franchisee or its employee or contractor, although KFC is not required to use any Feedback.

9. Warranties; Remedies; Warranty Disclaimer.

(a) KFC shall deliver the KFC Services in a professional and workman-like manner. All KFC Services shall conform to the applicable performance standards and service levels identified in the KFC standards library or otherwise in writing. The current description of each service, performance standards, and service levels, as included in the KFC standards library is included in Schedule B.

(b) KFC warrants that it has the right to grant the licenses and sublicenses provided hereunder to use the Licensed Property, including any adjustments, enhancements or modifications thereto. KFC will use best efforts to obtain the assurances of third party vendors that the Licensed Property complies with applicable law at the time the third-party vendor contract is signed. In the event the use of any Licensed Property by Franchisee or an Authorized User becomes prohibited by applicable law, KFC will use commercially reasonable efforts to provide substitute technology.

(c) KFC shall assign to Franchisee all applicable third party warranties (and remedies for breach of such warranties) provided to KFC for any software component of the Restaurant Technology to the extent that it has the right to assign such warranties. To the extent such warranties are not assignable to Franchisee, KFC shall cooperate with Franchisee to enforce such warranties on its behalf, provided that Franchisee makes satisfactory arrangements for the payment of reasonable costs incurred by KFC to enforce such warranties.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, (i) THE LICENSED PROPERTY IS PROVIDED “AS-IS AND AS-AVAILABLE” (ii) KFC SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED REPRESENTATIONS AND

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, (iii) KFC HAS NO WARRANTY OBLIGATION FOR ANY THIRD-PARTY PRODUCTS OR EQUIPMENT, (iv) KFC MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED PROPERTY, OR ANY RESULTS OF THE USE THEREOF, WILL MEET FRANCHISEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ACCURATE, AVAILABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE; AND (v) KFC MAKES NO WARRANTY THAT THE RESTAURANT TECHNOLOGY WILL BE COMPATIBLE WITH ANY HARDWARE (OTHER THAN THE THEN-APPROVED EQUIPMENT), NOR THAT IT WILL SUPPORT ANY SOFTWARE OR DATA, THAT KFC HAS NOT PROVIDED OR AUTHORIZED FOR USE BY FRANCHISEE.

(e) KFC further agrees that in the event of an Access Suspension that is not as a result of Franchisee's breach of this Agreement, if KFC collects any damages from a third-party vendor as a result of such Access Suspension, KFC will pass through any such damages it collects to franchisees that were impacted by the Access Suspension. KFC will attribute such damages to all franchisees impacted by the Access Suspension as it reasonably determines in consultation with the Technology Committee. Provided, however, that nothing in this Section shall obligate KFC to take action to seek damages from any third-party vendors as a result of any Access Suspension.

10. Indemnification. Franchisee shall indemnify and hold harmless, KFC and its current and former parents, subsidiaries, and affiliates, and each foregoing entity's current and former owners, officers, directors, managers, employees, agents, representatives, predecessors, successors, and assigns, from and against any demands, judgments, awards, liabilities, damages, claims, causes of action, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) resulting or arising from (i) use of the Licensed Property or Service Data in a manner not authorized by this Agreement; (ii) use of the Licensed Property or Service Data in a manner not authorized by this Agreement; or (iii) infringement or misappropriation of third party intellectual property, privacy or other rights as a result of data, content or other information input into the Restaurant Technology by Franchisee or its Authorized Users, provided that Franchisee may not settle any such claims against KFC unless KFC consents to such settlement, and further provided that KFC will have the right, at its option, to defend itself against any such claims or to participate in the defense thereof by counsel of its own choice.

11. Limitations of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY HEREUNDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) LOST PROFITS, OR (b) SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, OR (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, IN EACH CASE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT

UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL FEES PAID TO KFC UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and shall terminate upon the expiration or termination of the last Franchise Agreement (including any renewal or extension thereof) executed for any of the Outlets (the “**Term**”), unless sooner terminated in accordance with the terms hereof.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) KFC reserves the right to terminate this Agreement upon written notice to Franchisee if at any time KFC ceases to make the Licensed Property available to Franchisee and requires Franchisee to obtain substitute platforms, software components or services directly from a third-party vendor at Franchisee’s cost. In such a circumstance, KFC will provide at least thirty (30) days advance written notice of termination.

(ii) KFC may terminate this Agreement, effective on written notice to Franchisee, if Franchisee defaults on any of its obligations under this Agreement and such default continues uncured for more than thirty (30) days after KFC’s delivery of written notice to Franchisee of such default.

(iii) KFC may terminate this Agreement, effective immediately upon written notice to Franchisee if Franchisee: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) This Agreement shall automatically terminate as relates to a particular Outlet upon the termination or expiration of the Franchise Agreement for such Outlet, or upon transfer of the Franchise Agreement to an unaffiliated entity, but will remain in effect as to all other Outlets.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Franchisee shall immediately discontinue use of the Licensed Property and Services Data and, without limiting Franchisee’s obligations under Section 7,

Franchisee shall delete, destroy, or return all copies of the Documentation, cease use and delete all Restaurant Technology from Franchisee's hardware, and delete, destroy, and return all other Licensed Property and Services Data in its possession and certify in writing to the KFC that the Documentation, Restaurant Technology, and other Licensed Property and Services Data has been deleted or destroyed. No expiration or termination will affect Franchisee's obligation to pay all Technology Fees, installation fees, project management fees, and other fees that may have become due before such expiration or termination.

(d) Survival. This Section 12(d) and Sections 1, 5, 6, 7, 8, 9, 10, 11, 12(c), and 13 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. Miscellaneous.

(a) Data Security; Franchisee's Responsibility. Franchisee shall comply with KFC's standards, including the IT brand security standards, and all applicable laws related to data protection, confidentiality, security and integrity of cardholder and card transaction data, and privacy and security of all Personally Identifiable Information of individuals within its possession or control including, Personally Identifiable Information of customers, its employees or contractors, or any other third parties. Franchisee shall notify KFC immediately of any suspected data security incident or breach (whether the incident or breach has been confirmed or not) and cooperate in all reasonable ways with KFC in investigating the matter and in taking appropriate steps to minimize any resulting harm.

(b) PCI Compliance and KFC Data Security. KFC will implement and maintain all applicable PCI DSS requirements, to the extent that: (i) KFC possesses or otherwise stores, processes, or transmits a customer's credit card number (i.e. the unique payment card number that identifies the issuer and the particular cardholder account on such credit card) (the "**Cardholder Data**"); or (ii) such Cardholder Data could be directly impacted by KFC's management of an applicable technology platform. KFC also shall implement and maintain standards, and shall transmit, process, and store Personally Identifiable Information within its possession or control, in compliance with all applicable laws related to the privacy, security, and protection of Personally Identifiable Information.

(c) AADA. KFC's parent company, KFC Corporation ("**KFCC**"), entered into the Advertising and Asset Deferral Agreement dated January 24, 2023 (the "**AADA**"), with the KFC National Council and Advertising Cooperative, Inc. ("**NCAC**") and the Association of Kentucky Fried Chicken Franchisees, Inc. ("**AKFCF**"), which provisions address the implementation of a restaurant level technology acceleration program. KFC acknowledges that Franchisee is an intended third-party beneficiary of Section 6(D) of the AADA, but only with respect to Franchisee's own rights (i.e., not with respect to the rights of the NCAC, other Franchisees, or the KFC system as a whole), and only as and when applicable in accordance with this Agreement. Likewise, KFCC, NCAC and AKFCF entered into the Restaurant Technology Acceleration Agreement dated July 9, 2023 (the "**RTAA**"), which supplements the AADA. KFC acknowledges that Franchisee is an

intended third-party beneficiary of Section 1(d) of the RTAA regarding KFC's use of Franchisee Data.

(d) Application to all Outlets. Franchisee agrees that this Agreement applies to all Outlets that Franchisee owns or operates in the United States, whether now or in the future.

(e) Termination of Existing Technology Agreements. Franchisee and KFC (on behalf of itself and its affiliate Yum Restaurant Services Group, Inc. or "YRSG") acknowledge and agree that this Agreement shall entirely replace and supersede the MERIT Agreement and any other of the technology agreements included in the list attached as Schedule D (collectively, the "**Existing Technology Agreements**") by and among the Franchisee, KFC, and YRSG, and that the Existing Technology Agreements are terminated, null, and void effective upon the execution of this Agreement on the date hereof, and that no party to the Existing Technology Agreements shall have any further liabilities or obligations of any nature whatsoever with respect to, in connection with or otherwise arising under the Existing Technology Agreements, except for those provisions that by their nature survive termination or expiration.

(f) Entire Agreement. This Agreement, together with the Franchise Agreements and any ancillary agreements and all related Schedules, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Schedules; (ii) second, the Schedules to this Agreement, as periodically amended; and (iii) third, any other documents incorporated herein by reference.

(g) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses provided for notice in accordance with Section 20.9 of the Franchise Agreements. All Notices will be deemed delivered: at the time of personal delivery; one business day after being placed in the hands of a nationally recognized overnight courier (with all fees pre-paid) for next business day delivery; one business day after transmission by email (if the sender has confirmation of successful transmission); or three business days after placement in the United States mail by certified or registered mail (in each case, return receipt requested, postage pre-paid).

(h) Force Majeure. In no event shall either party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, epidemics, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage

of law or any action taken by a governmental or public authority, including imposing an embargo.

(i) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party, except with respect to the Schedules attached hereto, which KFC periodically may (but shall not be obligated to) modify to reflect any updates to the information contained therein without requiring Franchisee's signature. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(j) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, United States, without regard to the conflict of laws principle.

(l) Assignment. Franchisee may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of KFC. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Franchisee of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. KFC may freely assign this Agreement, without the prior written consent of Franchisee, to (i) an affiliate of KFC, or (ii) any successor of KFC by merger, consolidation, reorganization, or otherwise, or (iii) to a third party that acquires substantially all of KFC's business assets. Following any such assignment, KFC will be released from all of its obligations under this Agreement, provided that the assignee assumes all of KFC's obligations.

(m) Export Regulation. The Restaurant Technology utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Franchisee shall not knowingly, directly or indirectly, export, re-export, or release the Restaurant Technology or the underlying software or technology to, or make the Restaurant Technology or the underlying software

or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.

(n) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations could cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original and all of which taken together shall constitute one and the same agreement. The Parties agree that scanned or electronic signatures shall have the same effect and validity, and may be relied upon in the same manner, as original signatures.

*(Remainder of page intentionally blank)*

IN WITNESS WHEREOF, the Parties hereto have executed this Restaurant Technology Agreement as of the Effective Date.

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

Sign: \_\_\_\_\_  
Name: [Name of Officer authorized to sign]  
Title: [Title of Officer authorized to sign]

**DATED\*:** [KFC Signature Date]  
(\*Effective Date of this Agreement)

**FRANCHISEE**  
[Franchisee Legal Entity]

Sign: \_\_\_\_\_  
Name: [Name of Officer authorized to sign]  
Title: [Title of Officer authorized to sign]

## **SCHEDULE A**

### **RESTAURANT TECHNOLOGY**

Effective Date of this Schedule A: July 9, 2023

Each KFC Restaurant must utilize the following required Restaurant Technology:

#### **Required Restaurant Technology**

- Point of Sale System
- Cashless Payment System
- Kitchen Display System
- Drive-Thru Timers
- Mobile Manager
- Back of House PC
- Digital Store Network

The required Restaurant Technology are described in the KFC standards library, which may be updated from time to time in accordance with the Franchise Agreements and this Agreement.

## **SCHEDULE B**

### **KFC SERVICES**

KFC will provide Franchisees, as part of the Technology Fee, with certain services in connection with the required Restaurant Technology. KFC may also provide certain services in connection with optional Restaurant Technology for an additional fee. The KFC Services provided in connection with Restaurant Technology are described in the KFC standards library, which may be updated from time to time in accordance with this Agreement, and may include the following:

- Help Desk Services
- Data Management
- Implementation Services
- Restaurant Technology Technical Support
- Device Management
- Reporting Services

The current description of each service as included in the KFC standards library is attached below.

## **HELP DESK SERVICES**

### **Help Desk Services Includes:**

- Single “800” phone number for all restaurants
- Self-service portal for all restaurants, including chat, opening an incident, and checking status of an incident
- Single point of accountability and total escalation management of all incidents through resolution
- Live analyst support for the following:
  - General Inquiry: Status type questions
  - Software: Application issues and troubleshooting
  - Data Management: Menu items, pricing, coupons, tax table, ingredients, recipes and other questions
  - Hardware: Request for Hardware support (“Break/fix” type support) or hardware maintenance dispatch, additional assistance for problems or application usage issues
- Dispatching and coordinating the dispatch of appropriate 3rd party hardware maintenance providers to resolve hardware problems as necessary
- Case tracking for all problems
- Help Desk performance reporting
- Live support from KFC Help Desk support resources to assist in troubleshooting and resolving (including dispatching the appropriate hardware vendor if necessary) hardware, software, operational reporting, broadband/network, or data problems for the Restaurant Technology.

Hardware/Software related problems will be supported for the Restaurant Technology only. KFC will obtain Franchisee’s consent, and allow Franchisee the opportunity to select a KFC-approved provider, before dispatching any third party to provide services for which Franchisee must pay such provider directly.

Franchisee must only use KFC approved hardware and software and have current KFC approved software maintenance contracts to be eligible for Help Desk Services.

Help Desk Services are intended for problem diagnostics and problem resolution only. Operational or “how to calls” should not be placed to the Help Desk. Training is the responsibility of Franchisee.

Following is a description of the responsibilities for each of the 3 levels of support provided by the Help Desk:

### **Definition of Levels I, II, and III Help Desk Support Services**

#### *Level I Responsibilities (Front Line)*

- Manage resolution at 85% of incoming calls
- Focus is management of high volume and quick response
- Escalation point for higher level issues
- Dispatch and follow-up hardware calls
- Maintain problem ownership through resolution
- Focus on returning systems to operational state

*Level II Responsibilities (Technical Support)*

- Manage resolution at 95% of the 15% of incoming calls escalated by Level 1
- Handles overflow of incoming calls
- Isolate and resolve complex hardware and software technical issues
- Provide technical consultation to field and level one and two Help Desk analysts

*Level III Responsibilities (Solution Specific Specialists)*

- Manage escalated issues from Level 1 and Level 2
- Isolation to OSM module or code failure
- Replication of solution issues on lab systems
- Perform problem trending
- Provide certified software patches or workarounds (if required)
- Provide technical consultation to field and Help Desk
- Engage solution specific specialists (internal KFCLLC and 3<sup>rd</sup> party vendor experts)

**Service Level Goals**

Though not a service level guarantee, KFC will measure and use commercially reasonable efforts to achieve the following service level goals.

| <b>Performance Measures</b>   |
|---|
| <b><u>Customer Mania</u></b>  |
| Percentage of 100% on Customer Surveys  |
| <b><u>Speed of Service</u></b>  |
| 5% or less abandon rate   |
| 50 seconds or less wait time to answer calls and chats                              |
| 80% no excuses – meet the abandon rate, and wait time goal every hour of operations |
| 95% of issues resolved in =<5 days  |
| 75% of issues resolved on the 1 <sup>st</sup> call                                  |
| <b><u>People</u></b>  |
| Fully Staffed   |

**Days and Hours of Operation**

- **8:00am-3am EST Monday – Sunday (18 hours/day)**
- **Coverage is 363 days per year, closed only on Thanksgiving and Christmas Day**
- **Fully Staffed means personnel fully trained to achieve the defined level of help desk support and achievement of the respective performance measures.**

## **DATA MANAGEMENT SERVICES**

### **Data Management Services Includes:**

#### **One System MERIT (OSM)**

- Setting up inventory items for inventory management
- Setting up recipes for menu item depletion
- Setting up purchase units, counting units, serving units by inventory item
- Setting up ingredients with the proper information to be used for Product Projections
- Vendor data supported for select vendors
- KFC standard ingredient and recipe data maintenance for the Restaurant Technology

#### **Point of Sale (POS)**

- Simplified order entry and key navigation on the POS
- Accurate and timely POS update including:
  - Menu Items
  - Pricing
  - Coupons/Discounts
  - Tax Updates
  - Video Routing
  - Hardware configuration

#### **Normal Lead Times Required to Perform these Various Services**

- 10-day lead time (business days) for routine changes
- 20-day lead time (business days) for non-routine changes
- 40-day lead-time (business days) to add approved new concept
- All reasonable efforts will be used to achieve a 1-2 business day turnaround on problems reported related to the data described in Data Management Services

*Routine Updates* – For OSM and Task, the modifications to existing inventory items and recipes. An example is to create a new recipe in support of a re-grouping of existing products or menu items. For Point of Sale (POS), the modifications to existing menu items, coupons, or the addition of new coupons to support existing menu items. Minor pricing updates of less than 10 menu items or tax rate updates.

*Non-Routine Updates* – For OSM and Task, the introduction of a new approved product line, which results in new ingredients and recipes in support of the new item. For POS, the introduction of a new approved product line which results in the setup of the menu items and associated condiments, new prices, keys, etc. Price revisions where more than 10 of the menu item prices are being updated.

*New Concept* – For OSM and Task, the addition of a 2<sup>nd</sup> YUM brand concept and the corresponding ingredients and recipes relating to that brand. For POS, the addition of a second brand and the corresponding menu items related to that brand.

#### **Days and Hours of Operation**

- 8:00am-5:00pm EST Monday – Friday (except for KFC Holidays)
- On call pager support after hours, weekends and holidays until 10pm EST

## IMPLEMENTATION SERVICES

### **Implementation Services Include**

- Project Management Services
  - Provide Franchisee with Project Management of technology implementation from purchase decision until “go live” at the time(s) Franchisee has agreed to with KFC
  - Assist the Franchisee with meeting all hardware specifications performance and facility requirements along with the acquisition of all necessary equipment
  - Coordinate vendor scheduling
  - Coordinate ordering and installation of appropriate store level connectivity
  - Coordinate installation of electrical outlets, data wiring or other required facility related items in accordance with local electrical codes
  - Ensure achievement of all technical and administrative prerequisites prior to “go live”
  - Schedule and coordinate appropriate software and hardware installation activities
  - Follow up on all outstanding implementation issues
- Keeping you updated on proposed restaurant technology plans.
- Ongoing consultation for Restaurant Technology
  - Upcoming functionality enhancements to the systems
  - Coordination to add new stores to KFC approved systems
  - Assistance with getting the most value from Franchisee’s technical investment
  - Providing options for Franchisees to transfer Franchisee Data into Franchisee’s accounting and payroll packages using third party providers.
  - Escalation point for any questions or concerns about the KFC Services

### **Days and Hours of Operation**

- 8:00am-5:00pm EST Monday – Thursday; 8:00am-1:00pm EST Friday (except for KFC Holidays)

## **RESTAURANT TECHNOLOGY TECHNICAL SUPPORT**

Maintenance, design, and integration services, including: developing and updating applications and software; adding functionality; fixing bugs; solving problems; integrating with existing and new technology platforms, systems, hardware, software, and technology infrastructure; and otherwise maintaining functionality and compatibility between platforms for the Restaurant Technology.

## **DEVICE MANAGEMENT**

Management and support of Equipment including software configuration management, application and software distribution and updates, security, and device network connectivity management.

## **REPORTING SERVICES**

Design, implementation, and maintenance of operational reports generated by the Restaurant Technology.

**SCHEDULE C**

**FEES**

**Anticipated Monthly Fee as Related to Tech Accel Rollout Schedule**

| <b>Technology Added</b>  | <b>Increase</b>   | <b>Total Fee per Restaurant per Month</b> | <b>Planned Roll Out Dates*</b>  |
|--|---|---|---|
| Current Monthly Fee  | N/A   | \$240.33**                                | N/A   |
| Mobile Manager<br><ul style="list-style-type: none"> <li>• Device Management</li> <li>• NextX Routines</li> <li>• Task</li> <li>• Recommended Ordering</li> <li>• Testo Probe</li> </ul> | \$32.39 (total)<br>\$4.06***<br>\$8.33<br>\$10.00<br>\$10.00<br>n/a | \$272.72                                  | <ul style="list-style-type: none"> <li>• Completed</li> <li>• In progress</li> <li>• Completed</li> <li>• Completed</li> <li>• In Progress</li> </ul> |
| Edge   | \$38.00   | \$310.72                                  | Oct 2024 – Dec 2026   |
| POS/KDS/Device Management****  | \$61.28*****  | \$372.00                                  | Oct 2024 - Dec 2026   |

\* Dates are estimated as of February 8, 2024; actual rollout may be sooner or later than the estimated date

\*\* Current Monthly Fee of \$240.33 includes \$45.00 BOH Support Increase, effective January 1, 2024

\*\*\* Assumes 1 device per restaurant; add \$4.06/restaurant/month for each additional device; device fee added with first install; applications may be installed separately; restaurants currently using device are paying this fee and will not see an additional fee

\*\*\*\* Assumes 4 POS + 6 KDS setup; add for each additional: POS = \$75.00/restaurant/month; KDS = \$10.00/restaurant/month; device management = \$1.90/device

\*\*\*\*\*Offset by termination of current \$42.91/month for software maintenance; \$75.00 + \$10.00 + (\$1.90

\* 10) = \$104 - \$42.72 = \$61.28 Net Increase

## **SCHEDULE D**

### **EXISTING TECHNOLOGY AGREEMENTS**

- MERIT System Technical Support Services Agreement
- MERIT Optional Module Addendum
- Optional Loss Prevention Monitoring Addendum to the MERIT System Technical Support Services Agreement
- MERIT Optional Module Addendum: Online Projections Module
- iPad Addendum to the MERIT System Technical Support Services
- Hot Schedules Optional Module Addendum to the MERIT System Technical Support Services Agreement
- Mobile Inventory Addendum
- Master Agreement for MERIT Optional Modules
- KFC Routines Optional Module Addendum
- Franchisee Designated Security Approver Agreement
- MERIT Optional Module Addendum: On-line Ordering Module
- MERIT Hardware Self Maintenance Agreement
- Learning Management Services and Support Agreement

**EXHIBIT S**

**RESTAURANT TECHNOLOGY HARDWARE SELF-MAINTENANCE AGREEMENT**

## RESTAURANT TECHNOLOGY HARDWARE SELF MAINTENANCE AGREEMENT

THIS RESTAURANT TECHNOLOGY HARDWARE SELF MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of [Date] (the “Effective Date”), by and among KFC US, LLC (“KFC”) and [Franchisee Legal Entity] (“Franchisee” or “You” or “Your”) located at [Franchisee Legal Entity Principal Business Address], a franchisee of KFCLLC.

KFC and Franchisee have entered into a Restaurant Technology Agreement Restaurant Technology dated as of [Date Franchisee Signed the Restaurant Technology Agreement] (the “RTA”) regarding certain Restaurant Technology used in the operation of KFC branded restaurants Restaurant Technology. All capitalized terms used in this Agreement have the meaning set forth in the RTA unless otherwise specifically defined in this Agreement.

Franchisee elects to perform certain Restaurant Technology Hardware maintenance itself or through a third party it selects in accordance with this Agreement (Franchisee or a third party, as applicable, a “Franchisee Provider”), rather than through a KFC managed provider of such services (“KFC Managed Provider”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Self Service of Restaurant Technology Restaurant Technology Hardware. Subject to the terms and conditions of this Agreement, KFC agrees that Franchisee may use a Franchisee Provider to service certain Restaurant Technology Hardware as defined by KFC from time to time, rather than a KFC Managed Provider. For purposes of this Agreement, “Restaurant Technology Hardware” shall mean the hardware Restaurant Technology required to operate the Restaurant Technology.
2. KFC Standards.
  - (a) Each Franchisee Provider shall meet all KFC standards and specifications applicable to the maintenance of Restaurant Technology Hardware as established by KFC (“KFC Standards”).
  - (b) Before a third party Franchisee Provider performs maintenance services for Franchisee, Franchisee shall (i) require such Franchisee Provider to sign the registration form attached hereto as Exhibit A and (ii) return such form to KFC.
3. Termination of Franchisee Provider Agreement. Each Franchisee agreement with a third party Franchisee Provider shall allow Franchisee to terminate its agreement with the third party Franchisee Provider: (i) immediately in the event of Franchisee’s breach of this Agreement and (ii) upon thirty (30) days written notice with or without cause.
4. Restaurant Technology Hardware.
  - (a) Franchisee shall require each Franchisee Provider to acquire all Restaurant Technology Hardware, including but not limited to all components and parts thereof, from a KFC approved source of supply or repair and in accordance with the Franchise Agreement and applicable KFC Standards. Franchisee shall require each Franchisee Provider to purchase only the exact model or approved functional equivalent or approved upgraded equipment as replacement Restaurant Technology Hardware, in

each case in accordance with the terms of the Franchise Agreement and KFC Standards.

- (b) Franchisee shall require each Franchisee Provider to maintain minimum inventories of Restaurant Technology Hardware key components (“Seed Stock”) as set forth on the attached Exhibit B, which may be reasonably modified by KFC from time to time.
5. Record Keeping and Reporting. Franchisee shall require each Franchisee Provider to document and report quarterly to KFC, in a reasonable manner and form acceptable to KFC, all Restaurant Technology Hardware replacements and maintenance for all self-maintenance sites. Such quarterly reports shall be submitted within five (5) business days of the end of each calendar quarter (March 31, June 30, September 30, and December 31). Franchisee shall require each Franchisee Provider to maintain documentation showing replacement dates and describing the hardware, including without limitation hardware invoices, for a period of two (2) years after said replacement or maintenance and agrees to provide such documentation to KFC upon request.
6. Audit Rights. KFC shall have the right, upon reasonable notice and at its expense, to audit the systems and facilities of each third party Franchisee Provider to assure compliance with the terms of this Agreement. Franchisee shall, and shall require each Franchisee Provider to, cooperate with KFC in connection with such audits and shall provide KFC or obtain for KFC access to such records retained under section 5 of this Agreement and access to personnel as KFC may reasonably require for such purpose. KFC may exercise this audit right once in any twelve (12) month period.
7. Term and Termination.
- (a) The term of this Agreement begins on the Effective Date and shall continue until terminated in accordance with the terms hereof or until the expiration or termination of the RTA, whichever is earlier.
  - (b) Franchisee may terminate this Agreement at any time provided that it has entered into a written agreement with a KFC Managed Provider for Restaurant Technology Hardware maintenance services and such hardware maintenance services have commenced.
  - (c) KFC may terminate this Agreement:
    - (i) immediately if Franchisee operates at least one KFC-branded restaurant at a Priority Zero or Priority One level for more than five (5) consecutive days,
    - or
    - (ii) immediately if a third party Franchisee Provider has breached the confidentiality provisions in Exhibit A, except that, provided that Franchisee immediately terminates its relationship with the breaching Franchisee Provider, KFC will not terminate if Franchisee (1) elects to perform certain Restaurant Technology Hardware maintenance itself in accordance with this Agreement or (2) engages a replacement third party Franchisee Provider, but then only with KFC’s prior written permission, the granting of such permission to be within KFC’s sole discretion;
- or

- (iii) thirty (30) days from Franchisee's receipt of written notice of from KFC that Franchisee (1) has breached this Agreement or (2) is using the KFC Help Desk at an unreasonable level beyond the typical usage made by similarly situated franchisees who have engaged a KFC Managed Provider, in each case provided that Franchisee has not cured such deficiency or taken reasonable steps to cure such deficiency, but in any event such cure period shall not exceed sixty (60) days from KFC's written notice.

In the event KFC elects to terminate this Agreement, Franchisee shall discontinue its relationship with any third party Franchisee Provider and shall engage a KFC Managed Provider to provide such services.

For the purposes of this paragraph 7(c), "Priority Zero" shall mean all Point of Sale ("POS") terminals inoperable and "Priority One" shall mean that any one or more of the following conditions exist: (i) more than 50% of front counter POS terminals inoperable, (ii) all drive through POS terminals are inoperable, (iii) all kitchen monitors located in one or more of the following areas inoperable: front counter pack line or expediter, drive through, multi-brand mini-line, or delivery, or (iv) more than 50% of receipt printers inoperable,.

8. Remedies.

- (a) Specific Performance. Franchisee acknowledges that KFC may suffer damages that are not readily ascertainable and that there may be no adequate remedy at law if Franchisee fails to perform any of its obligations under this Agreement, when and as due. Franchisee agrees that KFC shall be entitled to specific performance of Franchisee's obligations under this Agreement.
- (b) Exclusive Remedies. KFC's rights and remedies set forth in this Agreement are and shall be exclusive and in lieu of all other rights or remedies.

9. Franchisee Acknowledgements and Agreements. Having elected self-maintenance, Franchisee acknowledges and agrees that:

- (a) KFC provides no warranty of any type on Franchisee's hardware;
- (b) the majority of the Restaurant Technology Hardware is provided with limited or no manufacturer's warranty;
- (c) Non-warranty repair of hardware serviced by KFC Managed Providers shall be at an additional charge to the Franchisee and such service shall be ordered and scheduled by Franchisee and charges shall be approved in advance by Franchisee;
- (d) the KFC Help Desk will diagnose issues solely as provided in the KFC standards, but will not be held liable for any misdiagnosis;
- (e) once an issue is determined by the KFC Help Desk to be a hardware issue, KFC will have no further responsibility to Franchisee with respect to that issue, including without limitation, providing additional KFC Help Desk services relating to that issue; and
- (f) Franchisee may be required to satisfy additional conditions, as determined by KFC in its sole discretion, if Franchisee desires to, or is required to, obtain the services of a

KFC Managed Provider, provided such conditions are not inconsistent with this Agreement, the RTA or conditions applicable to all participating KFC system restaurants, both company-owned and franchised, including, without limitation, causing a KFC Managed Provider to confirm, at Franchisee's cost, that all components of Franchisee's Restaurant Technology Hardware meet KFC Standards, and are otherwise well-maintained and fit for their intended purpose, or paying an additional fee to KFC's Managed Provider.

10. General.

- (a) Nothing in this Agreement shall be deemed to create, alter, waive or limit any rights or obligations of Franchisee or KFC under Franchisee's franchise agreement with KFC. KFC agrees that neither KFC nor KFC's Affiliates will treat a breach or default by Franchisee of an obligation under this Agreement as a breach or default under any franchise or other agreement with Franchisee, provided, the foregoing shall not be deemed to limit KFC or KFC's Affiliates from exercising any right or remedy under any franchise or other agreement if such obligation independently exists under the terms of such franchise or other agreement and, disregarding this Agreement, a breach of such independent obligation would constitute a breach of such franchise or other agreement.
- (b) This Agreement and its exhibits, the KFC Franchise Agreements and KFC standards, policies and procedures, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- (c) This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving.
- (d) Neither party may assign any of its rights hereunder without the prior written consent of the other party, except that KFC may assign this Agreement to any of its Affiliates without permission, and except that Franchisee may, upon 15 days' prior written notice to KFC, assign this Agreement with respect to any restaurant to a successor by purchase, merger or consolidation approved by KFC pursuant to the terms of Franchisee's franchise agreement, and provided that such successor agrees in writing to assume all obligations and responsibilities of Franchisee hereunder with respect to such restaurant. This Agreement will be binding on the parties hereto and the respective successors and assigns of the parties.
- (e) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule.
- (f) This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11. Maintenance Election. Franchisee has elected to maintain its Restaurant Technology Hardware hereunder: [Note: if franchisee selects third party provider, franchisee and third party provider must fill out and sign Exhibit A - Registration Form and Certification]

**(PLEASE CHECK ONE)**

by Franchisee itself; or

by the third party provider registering on Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

KFC US, LLC

“FRANCHISEE”

[Franchisee Legal Entity]

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

By: [Name of Officer authorized to sign]  
Its: [Title of Officer authorized to sign]

**EXHIBIT A**

**REGISTRATION FORM AND CERTIFICATE**

Franchisee Provider: \_\_\_\_\_

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

Franchisee Name: \_\_\_\_\_

In conjunction with the maintenance of Franchisee’s Restaurant Technology Hardware, Franchisee Provider may gain access to information about the business of KFC US, LLC and its affiliates and franchisees (collectively “KFC”), including information regarding its products, services, confidential intellectual property, trade secrets, and other sensitive or proprietary information, whether orally or in writing, and whether or not marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Franchisee Provider shall: (A) protect and safeguard the confidentiality of KFC’s Confidential Information with no less than a commercially reasonable degree of care; (B) not use KFC’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under its agreement with the Franchisee; and (C) not disclose any such Confidential Information to any person or entity. KFC may seek equitable relief (including injunctive relief) against Franchisee Provider and its representatives to prevent the breach or threatened breach of this obligation and to secure its enforcement, in addition to all other remedies available at law.

KFC retains its entire right, title and interest, including all intellectual property rights, in and to all Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license or other transfer of any such right, title or interest whatsoever to Franchisee Provider or any of its representatives. Franchisee Provider has no right or license to use KFC’s trademarks, service marks, trade names, trade names, logos, symbols or brand names.

Franchisee Provider certifies and agrees that it is currently and will continue in the future to use only KFC certified and approved hardware from KFC approved sources of supply and repair when providing maintenance services to Franchisee on Restaurant Technology Hardware.

FRANCHISEE PROVIDER NAME

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

Its: \_\_\_\_\_

(“Franchisee Provider”)

**EXHIBIT B**

**SEED STOCK REQUIREMENTS**

| <b>Component</b>   | <b>Seed Stock Per Store Count</b> |                         |                         |                         |                       |
|--|-----------------------------------|-------------------------|-------------------------|-------------------------|-----------------------|
|  | <b>1—9<br/>Stores</b>             | <b>10—19<br/>Stores</b> | <b>20—29<br/>Stores</b> | <b>30—39<br/>Stores</b> | <b>40+<br/>Stores</b> |
| <b>MINIMUM REQUIRED</b>  |                                   |                         |                         |                         |                       |
| POS with customer display (Front Counter)                                  | 1                                 | 2                       | 2                       | 3                       | 4                     |
| <sup>1</sup> POS without customer display (Drive Thru)                     | 0                                 | 1                       | 2                       | 3                       | 4                     |
| Receipt Printer  | 1                                 | 2                       | 2                       | 3                       | 3                     |
| Ingenico Front Counter   | 1                                 | 1                       | 1                       | 1                       | 1                     |
| Ingenico Drive Thru  | 1                                 | 1                       | 1                       | 1                       | 1                     |
| <b>MINIMUM REQUIRED FOR THIRD PARTIES/<br/>RECOMMENDED FOR FRANCHISEES</b> |                                   |                         |                         |                         |                       |
| 17" Flat Panel Pack Mon.   | 1                                 | 2                       | 2                       | 3                       | 3                     |
| Cash Drawer  | 1                                 | 1                       | 2                       | 2                       | 2                     |
| KDS Controller   | 1                                 | 2                       | 3                       | 3                       | 4                     |
| Bump Bar   | 1                                 | 2                       | 3                       | 3                       | 4                     |
| Network Switch   | 1                                 | 1                       | 1                       | 1                       | 1                     |
| UPS for MWS  | 1                                 | 1                       | 1                       | 1                       | 1                     |
| UPS for POS  | 1                                 | 2                       | 2                       | 2                       | 2                     |

<sup>1</sup> POS with customer display can be substituted for POS without customer display for seed stock  
 Equipment and seed stock requirements may be reasonably changed by KFC from time to time  
 KFCLLC will provide a list of approved replacement equipment and suppliers  
 annually  
 Operating system needs to be purchased for replacement POS terminals  
 Seed Stock shall be subject to the applicable Sunset Period and upgrade requirements  
 as defined in the RTA

**EXHIBIT T**  
**SPOUSAL AGREEMENT**

**SPOUSAL CONSENT TO GUARANTY**

The undersigned hereby acknowledges that his/her spouse, **[Guarantor First and Last Name (must hold a 10% or greater ownership interest)]** (the “**Guarantor**”), has executed a guaranty dated as of \_\_\_\_\_ (the “**Guaranty**”), to induce KFC US, LLC, a limited liability company, its parents, subsidiaries, affiliates, successors, and assigns, and/or KFC National Council and Advertising Cooperative, Inc., a Delaware corporation (hereinafter referred to as “**Obligees**,” whether one or more), to enter into certain Franchise Agreements, Advertising Agreements, Restaurant Technology Agreement, Leases, Subleases and Assignments of Leases with **[Legal Entity name]** (“**Obligor**”), pursuant to which the Guarantor guaranteed the full, prompt and faithful performance, payment and discharge of Obligor’s present and future indebtedness or obligations to Obligees relating to or arising out of the operation of certain Kentucky Fried Chicken restaurants. Upon Obligor’s default, the Guarantor has agreed to perform, pay or discharge all of Obligor’s obligations subject to the maximum aggregate liability of Guarantor set forth in the Guaranty.

The undersigned, as the spouse of the Guarantor, acknowledges and consents to the Guaranty given by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor’s performance of the Guaranty.

Signature of Guarantor’s Spouse: \_\_\_\_\_

Printed Name of Guarantor’s Spouse: \_\_\_\_\_

**EXHIBIT U**  
**ADDENDUM TO LEASE**

**ADDENDUM TO LEASE**

THIS ADDENDUM is made and entered into as of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between \_\_\_\_\_, a \_\_\_\_\_ (“Landlord”), and \_\_\_\_\_, a \_\_\_\_\_ (“Tenant”).

WHEREAS, Tenant, as franchisee, entered into a franchise agreement (the “Franchise Agreement”) with KFC US, LLC, a Delaware limited liability company (“KFC”), as franchisor, pursuant to which KFC granted Tenant a license to operate a Kentucky Fried Chicken restaurant (“Outlet”);

WHEREAS, Landlord and Tenant entered into a [sub]lease dated \_\_\_\_\_ (the “[Lease][Sublease]”) pertaining to the real property located at \_\_\_\_\_, which is more particularly described on Exhibit A attached hereto (the “Premises”) allowing for operation of the Outlet on the Premises; and

WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease.

NOW, THEREFORE, in consideration of the covenants herein, the parties hereto agree as follows:

1. Upon the expiration or earlier termination of the [Lease][Sublease] or Franchise Agreement for any reason, Tenant shall, remove from the Premises all KFC signs, menuboard inserts, point-of-sale materials, and otherwise change the Premise’s exterior and interior appearance so that it is no longer confusingly similar to a KFC outlet and no longer bears any KFC trademarks, service marks or trade names or designations or marks similar thereto. If Tenant shall fail to make or cause to be made any such removal or alteration, then KFC or any designee thereof shall have the right to enter upon the Premises, without being deemed guilty of trespass or any other tort, and make or cause to be made such removal and alterations at the reasonable expense of Tenant, which expense Tenant shall pay KFC or its designee on demand. This paragraph shall survive the expiration or termination of the [Lease][Sublease].

2. Any notices which Landlord may serve on KFC hereunder shall be made in accordance with the [Lease][Sublease] to:

KFC US, LLC  
1900 Colonel Sanders Lane  
Louisville, Kentucky 40213  
Attn: General Counsel

3. Notwithstanding anything to the contrary elsewhere in the [Lease][Sublease] or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in this Addendum shall control and shall not be superseded, terminated or modified without the prior written consent of KFC. Landlord and Tenant further acknowledge and agree that KFC is a third party beneficiary to the [Lease][Sublease] and this Addendum, and shall have the right (but not the obligation) to enforce this Addendum directly.

4. All of KFC’s rights, privileges and interests under this Addendum shall inure to the benefit of KFC’s successors and assigns. All provisions of this Addendum applicable to Tenant and Landlord shall be binding upon any successor or assign of Tenant or Landlord under the [Lease][Sublease].

5. This Addendum may be executed in multiple counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same agreement. This Addendum or any counterpart may be executed via scanned or electronic signatures, and any such executed scanned or electronic copy shall be treated as an original.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Effective Date.

LANDLORD:

TENANT:

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
PREMISES

**EXHIBIT V**

**SAMPLE GENERAL RELEASE**

**KFC US, LLC**

**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

**KFC US, LLC** (“KFC”) and the undersigned franchisee, \_\_\_\_\_ (“you” or “your”), currently are parties to a certain Franchise Agreement (the “Franchise Agreement”) dated \_\_\_\_\_, 20\_\_\_\_. You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal situation] \_\_\_\_\_

\_\_\_\_\_. KFC has the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, KFC is willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give KFC the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give KFC the release and covenant not to sue provided below as partial consideration for KFC’s willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your current and former affiliated entities, and each such foregoing person’s or entity’s successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, owners, directors, officers, principals, and employees (collectively, the "Releasing Parties"), hereby forever release and discharge KFC and KFC’s current and former affiliated entities, and each such foregoing entity’s officers, directors, owners, principals, employees, agents, representatives, successors, and assigns (collectively, the "KFC Parties") of and from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the KFC Parties, including without limitation, Claims (1) arising out of or related to the KFC Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the KFC Parties. You, on your own behalf and on behalf of each of the other Releasing Parties, further covenant not to sue any of the KFC Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity who is not bound by this paragraph.

KFC is also entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your owners likewise grant to KFC the release and covenant not to sue provided above.

IF THE OUTLET YOU OPERATE UNDER THE FRANCHISE AGREEMENT IS LOCATED IN CALIFORNIA OR IF YOU ARE A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

**SECTION 1542 ACKNOWLEDGMENT.** IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY YOU OR THE RELEASING PARTIES. YOU RECOGNIZE THAT YOU OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE KFC PARTIES OF WHICH YOU, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH YOU, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS YOUR INTENTION, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE YOU, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT YOU, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE KFC PARTIES. IN FURTHERANCE OF THIS INTENTION, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

YOU ACKNOWLEDGE AND REPRESENT THAT YOU HAVE CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT YOU UNDERSTAND ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENT THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this release on the date stated on the first page hereof.

**KFC US, LLC**

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**FRANCHISEE OWNER**

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**EXHIBIT W**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**  
**(FOR THE PURCHASE OF A NEW KFC OUTLET)**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to KFC US, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of an KFC franchise to operate as an Outlet is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

|  |                 |
|--|-----------------|
| <p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>  | <p>INITIAL:</p> |
| <p>I received a copy of the FDD, including the Franchise Agreement and Development Agreement, at least 14 calendar days before I executed the Franchise Agreement and/or Development Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p> | <p>INITIAL:</p> |
| <p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>   | <p>INITIAL:</p> |
| <p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>   | <p>INITIAL:</p> |
| <p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.</p>  | <p>INITIAL:</p> |

PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.

INITIAL:

Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD?

Yes  No (Initial Here: \_\_\_\_)

If you selected "Yes," please describe the information you received on the lines below:

\_\_\_\_\_

\_\_\_\_\_.

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department's List of Specially Designated Nationals;
2. the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department's Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

**FRANCHISEE:**

Sign here if you are taking the franchise as an  
**INDIVIDUAL(S)**

(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Sign here if you are taking the franchise as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

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

**Signature**

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**  
**(FOR THE PURCHASE OF AN EXISTING KFC OUTLET)**

**REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT**

**DO NOT SIGN THIS QUESTIONNAIRE IF YOU ARE LOCATED, OR YOUR FRANCHISED BUSINESS WILL BE LOCATED IN, OR THE FRANCHISE GRANTED IS SUBJECT TO THE FRANCHISE REGISTRATION OR DISCLOSURE LAWS IN: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.**

The purpose of this Statement is to demonstrate to KFC US, LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of an existing KFC outlet is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

|  |                 |
|--|-----------------|
| <p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables over which Franchisor has no control such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the marketplace generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>  | <p>INITIAL:</p> |
| <p>I received a copy of the FDD, including all exhibits and attachments, at least 14 calendar days before I executed any agreement in connection with the purchase of an existing KFC outlet. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p> | <p>INITIAL:</p> |
| <p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD, including as to the success of the existing KFC outlet.</p>   | <p>INITIAL:</p> |
| <p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the existing KFC outlet.</p>   | <p>INITIAL:</p> |

|  |                 |
|--|-----------------|
| <p>I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, and except as stated in the FDD no employee or other persons speaking on behalf of Franchisor (including any franchise broker) has made any statement, promise or assurance regarding the costs involved in operating the existing KFC outlet.</p>   | <p>INITIAL:</p> |
| <p>I understand that Franchisor reviewed the Purchase Agreement between the Seller and me for the purpose of approving the transaction as a franchisor, that Franchisor was not reviewing the Purchase Agreement on my behalf, and that both Seller and I are responsible for obtaining independent legal counsel.</p>   | <p>INITIAL:</p> |
| <p>PLEASE READ THE FOLLOWING QUESTION CAREFULLY. THEN SELECT YES OR NO AND PLACE YOUR INITIALS WHERE INDICATED.</p> <p>Have you received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of success) other than information contained in the FDD and the financial information for the Existing Business you intend to purchase?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No (Initial Here: ____)</p> <p>If you selected “Yes,” please describe the information you received on the lines below:</p> <p>_____</p> <p>_____.</p> | <p>INITIAL:</p> |

**Prohibited Parties Clause.** I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports

terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

Acknowledged \_\_\_\_\_, 20\_\_.

**BUYER:**

Sign here if you are taking the existing outlet as an  
**INDIVIDUAL(S)**  
(Note: use these blocks if you are an individual  
or a partnership but the partnership is not a  
separate legal entity)

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign here if you are taking the existing outlet as a  
**CORPORATION, LIMITED LIABILITY  
COMPANY OR PARTNERSHIP**

\_\_\_\_\_  
Print Name of Legal Entity

By: \_\_\_\_\_  
**Signature**

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT X**  
**LETTER AGREEMENT**

LETTER AGREEMENT

[Bank  
Address  
Address]

[Franchisee  
Address  
Address]

[Brand/Yum  
Address  
Address]

Ladies and Gentlemen:

Reference is made to (a) that certain Guaranty Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified, the “Guaranty”), made by [Brand/Yum] (together with its successors, the “Guarantor”), in favor of [Bank] (together with its successors, the “Lender”) for the benefit of [Franchisee] (the “Borrower”); (b) that certain Loan Agreement, dated as of [Date], 2025 (as amended, supplemented or otherwise modified, the “Loan Agreement”), by and between the Lender, the Borrower and [Franchisee Guarantors] (the “Franchisee Guarantors”); (c) the Franchise Agreement(s) (each as amended, supplemented or otherwise modified, a “Franchise Agreement”), executed or to be executed by and between [Brand/Yum] and the Borrower for the operation of [Number] [Brand] restaurants (the “Restaurants”). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed to them in the Guaranty, the Loan Agreement or the Franchise Agreement, as applicable. For purposes of this Letter Agreement, the term “Affiliate” shall mean, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with, such first person or entity.

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

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

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

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

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

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

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

(b) each Franchisee Guarantor shall execute and deliver, and the Borrower shall cause each Franchisee Guarantor to execute and deliver, to the Guarantor at or prior to [\_\_\_\_\_, 2025], or at any time after [\_\_\_\_\_, 2025] that any person becomes a Franchisee Guarantor, a guaranty substantially in the form of Exhibit A hereto (the “Franchisee Guaranty”), pursuant to which, among other things, each Franchisee Guarantor shall guarantee the obligations of the Borrower hereunder. Whenever this Letter Agreement requires the Borrower to take any action, such requirement shall be deemed to include an undertaking on the part of each Franchisee Guarantor to cause the Borrower to take such action;

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

- (d) the Borrower shall provide the Guarantor with an annual audited profit and loss statement, an annual statement of cash flows and a consolidated balance sheet within ninety (90) days after the end of each of the Borrower's fiscal years. All financial reporting referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied and shall be certified by the president or principal financial officer of the Borrower;
- (e) each Franchisee Guarantor shall provide the Guarantor with annual financial statements of such Franchisee Guarantor within ninety (90) days after the end of each calendar year. All financial statements referred to in this subsection shall be prepared in accordance with United States generally accepted accounting principles consistently applied;
- (f) the Borrower shall provide the Guarantor with quarterly business reports in a form reasonably required by the Guarantor, which shall include current loan balance information;
- (g) the Borrower shall promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and all other legal requirements applicable to the Borrower and the Restaurants;
- (h) the Borrower shall not dissolve, liquidate or consolidate with or otherwise acquire all or substantially all of the assets or properties of any other entity;
- (i) no Franchisee Guarantor may sell, lease, transfer, encumber or otherwise dispose of any of its respective rights or interests in the Borrower without the prior written consent of the Guarantor;
- (j) the Borrower shall maintain and keep all of the Borrower's properties and assets in good working order and condition and make all necessary and proper repairs and replacements;
- (k) the Borrower shall abide by the terms of the Franchise Agreement, the Loan Agreement, this Letter Agreement and any other related document to which it is a party;
- (l) the Borrower shall report immediately to the Guarantor the occurrence of any incident at or concerning the Restaurants or the business conducted there which is, or is likely to become, the subject of publicity through the news media or otherwise. The Borrower and the Franchisee Guarantors hereby acknowledge that the Guarantor alone is authorized to speak or make statements, public or private, on behalf of the [Brand] brand or the [Brand] system, and the Borrower and the Franchisee Guarantors shall in every instance consult and coordinate with the Guarantor in advance of communicating with the media or of creating publicity for the [Brand] brand or [Brand] system outside the normal course of business; and
- (m) the Borrower hereby agrees to provide written notice to the Lender and the Guarantor, within three (3) calendar days of the occurrence of any of the following events; provided, however, that failure by the Borrower to notify the Lender and/or the Guarantor will not affect the Lender's or the Guarantor's obligations under the Loan Agreement or the Guaranty, respectively;

- (i) upon any payment of principal, interest or fees relating to any Loans (as defined in the Guaranty) becoming more than thirty (30) days past due;
- (ii) upon any Payment Default (as defined in the Guaranty);
- (iii) upon notice of Lender taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan;
- (iv) upon any action or proceeding instituted or threatened by or against the Borrower or any Franchisee Guarantor in any federal or state court or by any commission or other regulatory body, whether federal, state or local, or of any proceedings threatened against the Borrower or any Franchisee Guarantor in writing, which, if determined adversely, could reasonably be expected to have a material adverse effect on the business, operations, properties, assets or the condition, financial or otherwise of the Borrower; and
- (v) upon a default, event of default or any condition or conditions that, with the giving of notice, the passage of time, or both, would result in a default or event of default, under the Loan Agreement or any other related document, including but not limited to adverse health department inspections.

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

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

- (a) upon any payment of principal, interest or fees relating to any Loan becoming more than 30 days past due;
- (b) upon any Payment Default (as defined in the Guaranty); and
- (c) at least ten (10) Business Days prior to taking any actions to enforce the Lender's rights under the Loan Agreement or any collateral or other documents related thereto, including, without limitation, acceleration of any Loan or foreclosure on any collateral securing any Loan.

4. If any payment of principal, interest or fees under the Loan Agreement or any related document has become more than thirty (30) days past due, the Guarantor shall have the right, in its sole discretion and regardless of whether the Guarantor has previously paid to Lender the Maximum Guaranteed Amount, to purchase from the Lender the outstanding obligations owing to the Lender by the Borrower under the Loan Agreement and related documents in accordance with the terms hereof (the "Purchase

Option”), for a cash purchase price equal to the sum of the outstanding principal balance of the Loans plus accrued and unpaid interest thereon and fees related thereto at the non-default rate of interest plus all other outstanding obligations other than interest at the default rate (the “Purchase Option Price”). Guarantor shall provide written notice to the Lender of any election to exercise the Purchase Option. Following such notice, the Lender and the Guarantor will negotiate in good faith, and then execute and deliver assignments of the Loans and all related guarantees and collateral documents, in forms appropriate to the laws which govern such documents. Any such assignments by the Lender shall be without recourse to, or warranty by, the Lender, except that the Lender shall warrant to the Guarantor (i) as to the outstanding amounts of principal, interest, fees and other amounts relating to the Loans which are being assigned under the Purchase Option, (ii) that the Lender is the owner of such Loans subject to the Purchase Option and other amounts free and clear of any liens, security interests, encumbrances or any other interests of any third parties, (iii) that the Lender has all necessary power and authority to sell such Loans in connection with the Purchase Option and to enter into the applicable assignments of the Loans and related guarantees and collateral documents and any related documents, and (iv) that the Lender has not modified, exchanged, waived, subordinated or released any security, collateral or other guaranty for the payment of the Guaranteed Obligations without the prior written consent of the Guarantor in accordance with Section 6 hereof. After such assignments of the Loans in connection with the Purchase Option, the assignment of all related guarantees and collateral documents, and the indefeasible payment in full of the Purchase Option Price, the Lender shall not maintain any lien or encumbrance on any collateral securing the Loans.

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

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

7. The Borrower and each Franchisee Guarantor hereby agree jointly and severally to reimburse the Guarantor for any and all payments paid by the Guarantor to the Lender under the Guaranty, including, without limitation, all costs and expenses paid pursuant to Section 10 of the Guaranty; provided that such rights of the Guarantor to such reimbursement shall be subordinate to the rights to payment of the Lender under the Loan Agreement, and postponed until the Lender has been paid in full for all amounts owing to it under the Loan Agreement; provided, however, that such subordination shall not apply to any rights of the Guarantor or any of its Affiliates under any Franchise Agreement, including any rights to payment, fees or other amounts under any such Franchise Agreement. Further, each Franchisee Guarantor acknowledges and agrees that any rights of subrogation it may have with respect to any payments by it to the Lender under the Loan Agreement or any other related document, shall be subordinate to the rights to payment of the Lender and to the rights to reimbursement of the Guarantor (as set forth in this Section 7), and shall be postponed until the Lender and the Guarantor have each been paid in full for all amounts owing to each such party under the Loan Agreement, the Guaranty or any other related document.

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

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

10. The Lender agrees that if, at any time after a default under the Loan Agreement, the Lender elects to transfer any of the Owned Properties or any lease or sublease related to any Restaurant to a third party for any use other than as a [Brand] restaurant, in addition to the requirements of Section 5 hereof, the Guarantor will have a prior right to acquire the affected properties on the same terms and conditions as those agreed to between the Lender and the third party. If the Lender reaches agreement with a third party regarding transfer, the Lender shall notify the Guarantor in a writing that describes the location of the property, the interest proposed to be transferred, and the terms of the transfer. Within thirty (30) days after receipt of the written notice from the Lender, the Guarantor may elect, in its sole discretion, to acquire the affected properties on the same terms agreed upon between the Lender and the third party.

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

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

- (a) if to the Guarantor, in accordance with Section 9 of the Guaranty;
- (b) if to the Lender, in accordance with Section 9 of the Guaranty;
- (c) [if to the Borrower, address, e-mail address; and
- (d) if to a Franchisee Guarantor, address, e-mail address;]

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

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

15. Each of the parties hereto hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days

after the same shall have been so deposited in the U.S. mails or by service upon such party in any other manner provided under the rules of any such courts.

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

17. This Letter Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Letter Agreement. Delivery of an executed counterpart of this Letter Agreement by an electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Letter Agreement. Any party delivering an executed counterpart of this Letter Agreement by an electronic method of transmission also shall deliver an original executed counterpart of this Letter Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Letter Agreement.

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

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

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

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

Sincerely,

[Brand/Yum],  
as Guarantor

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date set forth above:

[BANK],  
as Lender

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and agreed as of the date set forth above:

BY: [FRANCHISEE]  
as Borrower

By: \_\_\_\_\_  
Name:  
Title:

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

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

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

## Exhibit A

### GUARANTY

For value received, the receipt and sufficiency of which is hereby acknowledged, and in order to induce KFC US, LLC, a Delaware limited liability company ("KFC"), its parents, subsidiaries, affiliates, successors, and assigns, and/or Yum! Brands, Inc., a North Carolina corporation (hereinafter collectively referred to as "Obligees," whether one or more), to enter into that certain letter agreement dated \_\_\_\_\_ (the "Letter Agreement") with LS BDC Adviser, LLC, an affiliate of Lafayette Square Holding ("Lender"), and [insert franchisee entity name], a(n) [insert state] [limited liability company/corporation] (the "Obligor"), of [City/State of Legal Entity's corporate offices], the undersigned (hereinafter referred to as the "Guarantors," whether one or more) jointly and severally guarantee unconditionally and absolutely to Obligees that the Obligor will fully, promptly and faithfully perform, pay and discharge all of the Obligor's present and future indebtedness or obligations to Obligees, whether direct or indirect, absolute or contingent, primary or secondary, joint or several, including, but not limited to, any indebtedness or obligations arising by any terms, covenants or conditions of the Letter Agreement, and all renewals, extensions and amendments thereof, including, without limitation, any representations, warranties and indemnities contained in the Letter Agreement (collectively the "Guaranteed Obligations").

In the event of default by the Obligor in performance, payment, or discharge of all or part of the Guaranteed Obligations, the Guarantors, jointly and severally with other guarantors of the Guaranteed Obligations, shall, on demand and without further notice of dishonor or other notice which may be required to be given by any statute or rule of law, perform, pay or discharge such Guaranteed Obligations and pay all losses, costs, and expenses which Obligees may suffer by reason of the default. Unless otherwise required pursuant to the Guaranteed Obligations or otherwise directed by KFC, such performance, payment or discharge shall be made at Obligees' main office in Louisville, Kentucky. Guarantors hereby severally waive notice of acceptance of this Guaranty and all other notices in connection herewith or in connection with the Guaranteed Obligations and waive diligence, presentment, demand, protest and notice of non-payment, protest and suit on the part of Obligees in the enforcement or collection of any of the Guaranteed Obligations and agree that Obligees shall not be required first to endeavor to secure performance or discharge of or collect from the Obligor or any other guarantors of the Guaranteed Obligations or to foreclose, proceed against or exhaust any collateral or security for any Guaranteed Obligations, before requiring Guarantors, or any of them, to perform, pay or discharge the full liability hereby created. Suit may be brought and maintained against any one or more of the Guarantors, at the election of Obligees, without joinder of the Obligor or the other guarantors of the Guaranteed Obligations, including other Guarantors, as parties thereto. If Obligees institute and prevail entirely in any action at law or in equity against Guarantors based entirely or in part on the terms of this Guaranty, Obligees shall be entitled to recover, in addition to any judgment entered in their favor, reasonable attorneys' fees, court costs and all of Obligees' expenses in connection with the litigation. If Guarantors prevail entirely in any claim instituted by Obligees, they will be entitled to such fees, costs and expenses. If neither side prevails entirely, each will bear its own costs. Demand hereunder shall be deemed to have been made when made in person or mailed postage prepaid to the respective Guarantors' most recent address on file with Obligees.

This Guaranty is continuing and shall continue to apply without regard to the form or amount of Guaranteed Obligations which the Obligor may create, renew, extend or alter, in whole or in part, without notice to the Guarantors.

Obligees may from time to time, at their discretion and with or without valuable consideration, surrender, release, subordinate, exchange or alter any Guaranteed Obligation without affecting the liability

of the Guarantors under this Guaranty and this Guaranty shall continue effective notwithstanding any legal disability of the Obligor to incur any Guaranteed Obligations. Any action or inaction by Obligees with regard to the Guaranteed Obligations or this Guaranty shall not impair or diminish the obligations of the Guarantors hereunder. Obligees shall not be liable for their failure to use diligence in the enforcement of collection of the Guaranteed Obligations or in preserving the liability of any person liable thereon.

Obligees are relying and are entitled to rely upon each and all of the provisions of this Guaranty; and accordingly if any provision or provisions of this Guaranty should be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding. This Guaranty is not intended and does not replace, cancel or otherwise modify or affect any other guaranty of the Guarantors, or any of them, held by Obligees now or hereafter, relating to the Obligor or other persons or entities. This Guaranty has been made and accepted in the Commonwealth of Kentucky, and it shall be interpreted in accordance with and governed by the laws of the Commonwealth of Kentucky.

Guarantors hereby unconditionally and absolutely guarantee the payment of all of said Guaranteed Obligations, regardless of any act or omission of Obligees or any party with reference to any of said indebtedness or any security or rights existing or to exist in connection therewith; and Guarantors agree that Obligees shall in no way be obligated to bring or prosecute any action against Obligor of said Guaranteed Obligations or make any demand on Obligor or give any notice of any kind to any party. Obligees shall not be liable or accountable in any respect, nor shall Guarantors have a right of recourse against Obligees by reason of, any act or omission on the part of Obligees in connection with any of the matters herein mentioned.

Executed on \_\_\_\_\_.

GUARANTORS:

\_\_\_\_\_  
[Guarantor 1 First and Last Name]

\_\_\_\_\_  
[Guarantor 2 First and Last Name]

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| <b>State</b> | <b>Effective Date</b>                       |
|--------------|---|
| California   | Exempt                                      |
| Hawaii       | _____                                       |
| Illinois     | Exempt                                      |
| Indiana      | Exempt                                      |
| Maryland     | Exempt                                      |
| Michigan     | March 21, 2024, as amended January 20, 2025 |
| Minnesota    | April 10, 2024, as amended _____            |
| New York     | Exempt                                      |
| North Dakota | Exempt                                      |
| Rhode Island | Exempt                                      |
| South Dakota | March 21, 2024, as amended January 20, 2025 |
| Virginia     | _____                                       |
| Washington   | Exempt                                      |
| Wisconsin    | March 21, 2024, as amended January 20, 2025 |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT Y**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If KFC US, LLC, offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If KFC US, LLC, does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is KFC US, LLC, located at 1900 Colonel Sanders Lane, Louisville, KY 40213. Its telephone number is (502) 874-8300. The franchise seller for this offering is:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Leonardo Pessoa<br>KFC US, LLC<br>1900 Colonel Sanders Lane<br>Louisville, Kentucky 40213<br>(502) 874-8300 | <input type="checkbox"/> Jenny Heitkemper<br>KFC US, LLC<br>1900 Colonel Sanders Lane<br>Louisville, Kentucky 40213<br>(502) 874-8300 | <input type="checkbox"/> Name of Franchised Seller:<br>_____<br>Principal Business Address:<br>_____<br>_____ |
|--|---|---|

Issuance Date: March 21, 2024, as amended January 20, 2025

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated March 21, 2024, as amended January 20, 2025, that includes the following Exhibits:

- |  |   |
|--|---|
| Exhibit A - State Administrators / Agents for Service of Process | Exhibit N - Guaranty  |
| Exhibit B - Kentucky Fried Chicken Franchise Agreement           | Exhibit O - Control Person Addendum                             |
| Exhibit C - Development Agreement                                | Exhibit P - Renewal Addendum                                    |
| Exhibit D - Deposit Agreement                                    | Exhibit Q - Rebuild/Relocate Addenda                            |
| Exhibit E - Option Agreement                                     | Exhibit R - Restaurant Technology Agreement                     |
| Exhibit F - Advertising Agreement                                | Exhibit S - Restaurant Technology Hardware Self Maintenance Ag. |
| Exhibit G - 5/15 Amendment                                       | Exhibit T - Spousal Consent                                     |
| Exhibit H - Legacy New Development Addendum                      | Exhibit U - Addendum to Lease                                   |
| Exhibit I - KFC Standards Library Table of Contents              | Exhibit V - Form of General Release                             |
| Exhibit J - Financial Statements                                 | Exhibit W - Representations and Acknowledgment Statement        |
| Exhibit K - List of Franchisees and Outlets                      | Exhibit X - Letter Agreement                                    |
| Exhibit L - List of Franchisees Who Left the System              | Exhibit Y - Receipts  |
| Exhibit M - State Addenda  |   |

**Prospective Franchisee:**

If a business entity:  
\_\_\_\_\_  
Name of Business Entity  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to KFC US, LLC, 1900 Colonel Sanders Lane, Louisville, Kentucky 40213 or by email to [KFCFranchiseFinance@yum.com](mailto:KFCFranchiseFinance@yum.com).

**RECEIPT  
(YOUR COPY)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If KFC US, LLC, offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1<sup>st</sup> personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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Issuance Date: March 21, 2024, as amended January 20, 2025

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**Prospective Franchisee:**

If a business entity:  
\_\_\_\_\_  
Name of Business Entity  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

If an individual:  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Dated: \_\_\_\_\_  
(Do not leave blank)

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.