

## FRANCHISE DISCLOSURE DOCUMENT

LONG JOHN SILVER'S LLC  
(a Delaware limited liability company)  
9505 Williamsburg Plaza, Suite 300  
Louisville, KY 40222  
(502) 815-6100  
[www.ljsilvers.com](http://www.ljsilvers.com)

DEPARTMENT OF CORPORATIONS  
RECEIVED LOS ANGELES OFFICE

JUN 04 2012



# LONG JOHN SILVER'S

we speak fish

The franchisee will operate a quick-service restaurant which offers a limited fish, seafood and chicken menu and complementary items. The total investment necessary to begin operation of an LJS franchise restaurant ranges from \$833,000 to \$1,403,000 (excluding real estate costs) for a freestanding building and from \$574,000 to \$1,114,000 (excluding real estate costs) for a restaurant connected to or located adjacent to a convenience and gas store or in line with another retail space ("Power Pumper" or "Inline"). This includes \$23,250 to \$30,000 that must be paid to LJS. The total investment necessary to begin operation of a LJS franchise restaurant in a "co-brand" format is \$618,000 to \$920,500 (excluding real estate costs) for a conversion of an existing restaurant and from \$1,101,000 to \$1,817,000 (excluding real estate costs) for a new, ground-up co-brand location. This includes \$13,250 to \$30,000 that must be paid to LJS. There will be additional costs payable to the owner of the non-LJS portion of the co-brand restaurant.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully.

You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Franchise Administration Department, Attn: Elaine Hackett, 9505 Williamsburg Plaza, Suite 300, Louisville, KY 40222, (502)815-6100.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTCHELP or by writing to the FTC at 600 Pennsylvania Avenue, N W, Washington, D C 20580. You can also visit the FTC's home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

**ISSUANCE DATE: May 25, 2012**

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state.

**REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.**

Call the state franchise administrator listed in Exhibit A for information about the franchisor, about other franchisors, or about franchising in your state.

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

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

1. **THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO SUE ONLY IN KENTUCKY. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO SUE LJS IN KENTUCKY THAN IN YOUR HOME STATE.**
2. **THE FRANCHISE AGREEMENT STATES THAT KENTUCKY LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.**
3. **THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

**STATE LAWS MAY SUPERSEDE THESE FRANCHISE AGREEMENT PROVISIONS. CERTAIN STATES REQUIRE THE SUPERSEDING PROVISIONS TO APPEAR IN AN ADDENDUM TO THIS DISCLOSURE DOCUMENT.**

If you learn that anything in this Disclosure Document is untrue, contact the Federal Trade Commission and applicable State authority listed on Exhibit A.

**Effective Date: See the next page for state effective dates.**

**State Effective Dates**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

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

STATE	EFFECTIVE DATE
CALIFORNIA	
ILLINOIS	
INDIANA	
MARYLAND	
MICHIGAN	
MINNESOTA	
NEW YORK	
NORTH DAKOTA	
RHODE ISLAND	
SOUTH DAKOTA	
VIRGINIA	
WASHINGTON	
WISCONSIN	

In all other states, the effective date of this Franchise Disclosure Document is the Issuance Date of May 25, 2012.

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

**The Franchisor**

The franchisor is Long John Silver's, LLC, successor by conversion to Long John Silver's, Inc. In this Disclosure Document, the franchisor will be referred to as "LJS". "You" means the person or persons who buy a franchise.

There are no predecessors to the business that LJS conducts. LJS does business under the name "Long John Silver's".

LJS is a Delaware limited liability company. LJS's principal business and mailing address is 9505 Williamsburg Plaza, Suite 300, Louisville, KY 40222. LJS's agents for service of process are listed on Exhibit B attached to this Disclosure Document.

**The Franchisor's Parents and Affiliates**

LJS is a wholly-owned subsidiary of LJS Partners LLC ("LJSP"), a Delaware limited liability company that on December 16, 2011, purchased the stock of Long John Silver's, Inc. from Yum! Brands, Inc. ("Yum") and Yorkshire Global Restaurants, Inc. ("YGR"). LJSP's principal business address is 9505 Williamsburg Plaza, Suite 300, Louisville, KY 40222. Neither LJSP nor any of our affiliates offer products or services to existing franchisees or sell franchises in any other line of business.

**The Franchisor's Business**

LJS has granted franchises and licenses to qualified persons to own and operate Long John Silver's quick service (or "fast food") restaurants ("Restaurants") since 1969. LJS does not have any other material business activities that are not incidental to the ownership, operation and franchising of Restaurants.

LJS owned and operated Restaurants from 1969 until December 2011 and it may own and operate Restaurants in the future. None of LJS's affiliates have offered franchises for LJS Restaurants. LJS has not offered franchises in any other line of business.

LJS also offers licenses in foreign countries, and provides certain products and services to licensees who are located and do business in those foreign countries. Unless otherwise stated, the information in this Disclosure Document does not concern LJS international operations or licensing.

**The Franchised Business**

This Disclosure Document covers franchise offerings for franchise rights for LJS Restaurants in venues such as freestanding, single-use restaurant buildings, inline strip mall or strip center shopping locations, and Power Pumper stores (sometimes collectively referred to as "Restaurants" or "LJS Restaurants"). This Disclosure Document also covers franchise offerings for franchise rights for an LJS Restaurant that is to be operated in the same facility as another restaurant concept ("Co-Brand Restaurant" or "LJS Co-Brand Restaurant"). The franchise offer of the other restaurant concept is made under a separate disclosure document that should be available to you upon request to the franchisor of that concept.

If LJS approves you as a franchisee, you may be offered the opportunity to sign a franchise agreement that gives you the right to construct and operate an LJS Restaurant at a specified location using LJS's restaurant system, trade dress, trademarks and service marks. You may,

subject to LJS's approval and using LJS-approved plans, construct a new restaurant or remodel and convert an existing restaurant building or facility

LJS Restaurants offer a limited menu featuring fish, seafood, chicken and related items. The Restaurants are designed to serve food promptly and offer dine-in, take-out and in a significant number of Restaurants, drive-thru service. Your Restaurant must be built to LJS's specifications and operated in accordance with LJS's standards.

LJS may offer you the opportunity to sign a Franchise Agreement for a Restaurant in the form attached to this Disclosure Document as Exhibit C. The initial term of the Franchise Agreement generally is 20 years with an option to renew for two consecutive five-year options. You must meet certain criteria to exercise any option to renew, including remodeling the Restaurant to LJS's then current standards.

LJS may offer you the opportunity to sign a Co-Brand Franchise Agreement for a Co-Brand Restaurant in the form attached to this Disclosure Document as Exhibit C-2. The initial term and option terms under the Co-Brand Franchise Agreement generally run concurrently with the initial and option terms of the franchise agreement for the other brand in the Co-Brand Restaurant.

Before you sign a franchise agreement, and at the time you submit a Restaurant site for approval by LJS, you must sign a Site Request/Deposit Form ("Site Request Form") in the format that is attached as Exhibit C-1. The Site Request Form requires you to pay a deposit to LJS or its designee before you submit a Restaurant site for approval to LJS. If the site is not approved, the deposit will be refunded, if the site is approved, the deposit is applied to your initial franchise fee when you sign a franchise agreement.

The quick service restaurant business is highly competitive. By operating an LJS Restaurant, you will be competing with other local, regional or national restaurants offering similar fish and seafood products, as well as other restaurants offering other products with quick service. You may also have to compete with other LJS franchised and company-operated Restaurants, including operations in nontraditional locations. The market for LJS's products is well developed in some areas, but in other areas it is underdeveloped or not developed at all.

There are no governmental regulations that apply only to the quick service restaurant industry. However, you must comply with all local, state and federal laws that apply to your restaurant operations. Those laws include health, sanitation, no smoking, EEOC, OSHA, FDA, employment and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, seating, parking, bathrooms, drinking facilities, etc. You must also obtain real estate permits and licenses and operational licenses, including licenses necessary for the operation of drive-thru headsets and the use of copyrighted music. You should consult with your attorney concerning these and other local laws and ordinances that may affect your restaurant operations.

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

President and Chief Executive Officer (LJS Partners, LLC and Long John Silver's, LLC) Michael Kern

Michael Kern was named President and Chief Executive Officer of LJSP in October 2011 and of LJS in December 2011 in each case in Louisville, Kentucky. Mr. Kern has been the President of Carolina Seafood, Inc. in Simpsonville, South Carolina since December 1999.

Vice-President and Chief Operating Officer (Long John Silver's, LLC) Alan Caldwell

Alan Caldwell was named Vice-President and Chief Operating Officer of LJS in Louisville, Kentucky in November 2011. Prior to that he was the owner of A&J Foods, LLC dba Bestway of Carthage in Carthage, TN from June 2009 to November 2011. He was Vice President of Company and Franchise Operations for Captain D's LLC in Nashville, TN from January 2005 to November 2008.

Vice-President, Chief Financial Officer and Treasurer (LJS Partners, LLC and Long John Silver's, LLC) Craig Daniel

Craig Daniel was named Vice-President, Chief Financial Officer and Treasurer of LJSP and LJS in Louisville, Kentucky in December 2011. Prior to joining LJSP and LJS, he was a Partner with Baker Tilly Virchow Krause, LLP in Milwaukee, WI, and the Leader of the Restaurant and Franchise Services Group since 2007.

Vice-President and Chief Marketing Officer (Long John Silver's, LLC) Charles St. Clair

Charles St. Clair was named Vice-President and Chief Marketing Officer of LJS in Louisville, Kentucky in December 2011. Prior to that he was Senior Director of National Marketing for KFC Corporation in Louisville, KY from September 2008 to December 2011. From January 2007 to August 2008, he served as the Senior Director and Dean of Yum! Marketing University for Yum! Brands, Inc. in Louisville, KY.

Vice-President and Chief People Officer (Long John Silver's, LLC) John Siewertsen

John Siewertsen was named Vice-President and Chief People Officer of LJS in Louisville, Kentucky in October 2011. Prior to that he served as Senior Recruiter for Jewish Hospital and St. Mary's Healthcare in Louisville, KY since April 2007.

Vice-President and Director, Food Innovation Technology (Long John Silver's, LLC) Diane Lyon

Diane Lyon was named Vice-President and Director, Food Innovation Technology of LJS in Louisville, Kentucky in December 2011. From 1995 to December 2011, she was the Senior Manager, Food Innovation for A&W Restaurants, Inc. and Long John Silver's in Louisville, KY.

Vice-President, Chief Legal Counsel and Secretary (LJS Partners, LLC and Long John Silver's, LLC) Forrest W. Ragsdale, III

Forrest W. Ragsdale, III was named Vice-President, Chief Legal Counsel and Secretary of KLJSP and LJS in Louisville, Kentucky in January 2012. Prior to that, he was a Member of the law firm of Stites & Harbison, PLLC in Louisville, KY from November 2006 to December 2011.

Vice-President and Chief Information Officer (Long John Silver's, LLC) Stephen Schwartz

Stephen Schwartz was named Vice-President and Chief Information Officer of LJS in Louisville, Kentucky in March 2012. Prior to that he was Manager of Strategic Development for A Yum! Brands, Inc. in Louisville, KY from 2009 to February 2012. From 2003 to 2009, he served as the Sr. Manager, POS Center of Excellence for Yum! Brands, Inc. in Louisville, KY.

Director, Training and Restaurant Support Services (Long John Silver's, LLC) Tony Sorrells

Tony Sorrells was named Director, Training and Restaurant Support Services of LJS in Louisville, Kentucky in December 2011. Prior to that he was Vice President of Restaurant Support Services for Captain D's LLC in Nashville, TN since 2007.

Director, Field Operations Support (Long John Silver's, LLC) Tony Lukasavage

Tony Lukasavage was named Director, Field Operations Support of LJS in Louisville, Kentucky in January 2012. Prior to that he was the Franchise Business Consultant for the northeast United States for Checkers/Rally's Restaurants in Tampa, FL from October 2008 to January 2012. From 1993 to 2008 he held various positions with Yum Brands, Inc., Long John Silver's, Inc. and A&W Restaurants, Inc. in Louisville, KY including Region Coach/Regional VP for the eastern United States.

**ITEM 3**  
**LITIGATION**

LJS Actions

A&W Restaurants, Inc. and Long John Silver's, Inc. v. Pressdough of Bismarck, LLC, Reza T. Kamranian and Joan Kamranian (Case No. 5:08-cv-00129-KSF). On March 11, 2008, A&W Restaurants, Inc. ("A&W") and Long John Silver's, Inc. ("LJS") filed a breach of contract and trademark infringement case against Pressdough of Bismarck, LLC ("Pressdough"), Reza Kamranian and Joan Kamranian in the United States District Court for the Eastern District in Lexington, Kentucky, which was transferred to the Western District of Kentucky at Louisville. The complaint sought (1) the amount due, including interest, for past due royalties and advertising fees under the two A&W License Agreements and two LJS Franchise Agreements, (2) the amount due, plus interest, under the Promissory Notes, (3) a court order requiring Pressdough to cease operating its restaurant as a co-branded LJS/A&W restaurant and to totally de-image the restaurant, (4) liquidated damages and treble damages under a federal trademark act, and (5) attorney's fees and costs of litigation. On May 15, 2008 Pressdough filed a complaint against A&W and LJS (Case No. 08-CI-1226) in the State of North Dakota, County of Burleigh District Court, South Central Judicial District claiming breach of contract against LJS and asking the court to require LJS and A&W to authorize continued supplies to the restaurants. The state court action was removed to federal court, transferred to Kentucky and combined with the federal court action by A&W and LJS. On September 8, 2009, the parties entered into an Agreed Judgment wherein LJS and A&W were paid \$45,000 and Kamranian/Pressdough agreed to cease operations by March 1, 2010. The action was dismissed pursuant to an Agreed Order of Dismissal on September 8, 2009.

Treasure Isles, Inc. v. A&W Restaurants, Inc., Long John Silver's, Inc. and Yum Brands, Inc./A&W Restaurants, Inc. and Long John Silver's, Inc. v. Treasure Isles, Inc. and Frank D. Cain (Case No. 10-05089-JMS). On September 16, 2010, a Long John Silver's, Inc. ("LJS") and A&W Restaurants, Inc. ("A&W") franchisee Treasure Isles, Inc. ("Treasure Isles"), filed an adversary complaint within their Chapter 11 Bankruptcy proceeding pending against A&W Restaurants, Inc. ("A&W"), Long John Silver's, Inc. ("LJS") and Yum Brands, Inc. in the United States District Court for the Eastern District of Kentucky at Lexington. The complaint and demand for declaratory judgment alleged fraud, breach of contract, breach of implied covenant of good faith and fiduciary duty, aiding and abetting a breach of fiduciary duty and violations of the Illinois Franchise Disclosure Act. Treasure Isles sought punitive and compensatory damages including rescission of the franchise agreements and set-off, disallowance and/or subordination of LJS and A&W's pre-petition and post-petition claims against the Treasure Isles Estate, in addition to attorney's fees, costs and interest. On January 5, 2011, LJS and A&W filed a counterclaim against Treasure Isles and its principal, Frank Cain, for infringement of LJS's trademarks and breach of contract for failure to pay royalty and advertising fees to LJS and A&W. LJS and A&W sought a permanent injunction prohibiting further use of LJS's trademarks and requiring Treasure Isles to de-image its restaurants and for monetary damages for trademark infringement, unpaid royalty and advertising fees, interest, attorney's fees and liquidated damages as a result of Treasure Isles' wrongful operation of its LJS restaurants after the expiration of certain of its LJS Franchise Agreements. On September 16, 2011, the parties



entered into a Confidential Settlement Agreement wherein LJS made a number of concessions to Treasure Isles to enable Treasure Isles to submit a joint plan of reorganization in the Bankruptcy Subject to the approval of the Bankruptcy Court pursuant to Fed R Bankr P 9019 and upon entry of the Confirmation Order and the Settlement Order, the parties entered into a stipulation of voluntary dismissal with prejudice of the adversary claims on October 5, 2011 with each party to bear its own costs

Long John Silver's, Inc and A&W Restaurants, Inc v Frank D Cain (Case No 10-CI-07614) On October 29, 2010, Long John Silver's, Inc ("LJS") and A&W Restaurants, Inc (A&W") filed a complaint in the Jefferson Circuit Court, Division 5 in Louisville, Kentucky claiming that defendant Frank Cain breached certain guaranties in connection with Treasure Isles, Inc's ("Treasure Isles") LJS and A&W franchise agreements LJS and A&W sought damages of not less than \$1,375,799, pre- and post-judgment interest, costs and attorney's fees By agreement of the parties, the action was voluntarily dismissed on December 3, 2010 and re-filed in Fayette Circuit Court, Division 3 in Lexington, Kentucky on December 2, 2010 alleging substantially the same claims On January 7, 2011, Frank Cain filed a counterclaim against LJS and A&W alleging fraud and seeking damages, including punitive damages, court costs and attorney's fees The parties agreed to dismiss the state court action upon conclusion of the Treasure Isles bankruptcy proceedings (described briefly above) On September 16, 2011, the parties entered into a Confidential Settlement Agreement, the terms of which allowed Treasure Isles to enable Treasure Isles to submit a joint plan of reorganization in the Bankruptcy Subject to the approval of the Bankruptcy Court pursuant to Fed R Bankr P 9019 and upon entry of the Confirmation Order and the Settlement Order, the parties agreed to a dismissal with prejudice of the guaranties claim with each part to bear its own costs

#### Parent and Affiliate Actions

None

#### Franchisor-Initiated Actions – Royalty and Advertising Collections

Routine collection matters filed and/or pending during the prior year include the following

Long John Silver's, Inc and A&W Restaurants, Inc v Nickleson, et al v A&W Restaurants, Inc (Case No 3 11-cv-93-H) Filed February 18, 2011 in the United States District Court for the Western District of Kentucky at Louisville

Long John Silver's, Inc v Rubina Tareen and Abdul K Baloch (Case No 3 11-cv-36-S) Filed January 14, 2011 in the United States District Court for the Western District of Kentucky at Louisville

Long John Silver's, Inc v Southwest Seafood Shoppes, LLC (Case No 4 11-ap-01522-JMM) Filed May 17, 2011 in the District of Arizona (Case No 4 11-bk-14185-JMM)

Long John Silver's, Inc v John Willingham and Patti Willingham (Case 3 11-cv-00472-H) Filed August 19, 2011 in the Western District of Kentucky

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

**ITEM 4**  
**BANKRUPTCY**

On February 10, 2010, Michael Paul Kern, our President and Chief Executive Officer filed a voluntary petition under Chapter 11 of the U S Bankruptcy Code in the United States Bankruptcy Court, District of South Carolina (Spartanburg) (*In re Michael Paul Kern*), Case No 10-00879-hb The case was administratively closed on February 3, 2011

Our President, Michael Kern, is also the President of Carolina Seafood, Inc – South On February 10, 2010, Carolina Seafood, Inc – South (“Debtor”), filed a voluntary petition under Chapter 11 of the U S Bankruptcy Code in the United States Bankruptcy Court, District of South Carolina (Spartanburg) (*In re Carolina Seafood, Inc – South*), Case No 10-00878-hb On June 23, 2010 Debtor filed its Disclosure Statement with the Bankruptcy Court On September 26, 2010, the Bankruptcy Court confirmed Debtor’s plan of reorganization The case was fully administered and closed on February 24, 2011

Other than these actions, there are no bankruptcies that are required to be disclosed in this Item

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

**Initial Franchise Fees**

The initial franchise fee for a free-standing or single-brand LJS Restaurant is \$20,000 The total initial franchise fee for an LJS Co-Brand Restaurant is an amount equal to the initial franchise fee charged by the franchisor of the other brand plus either an LJS initial franchise fee of \$10,000 or \$20,000, based on the combination of the restaurant brands for a newly constructed Co-Brand Restaurant, and a fee of \$10,000 for a converted Co-Brand Restaurant You will be required to pay the initial franchise fee when you sign the applicable Franchise Agreement The initial franchise fee is not refundable In addition, you are required to pay a grand opening promotion deposit in the amount of \$3,000 or \$5,000 (See below and Item 11)

**Other Fee Information**

LJS generally charges a uniform initial franchise fee for freestanding Restaurants throughout the United States The initial franchise fee is generally used to offset the cost of recruitment of new franchisees, site visit and approval, administrative cost, costs associated with providing standard building plans and expenses for opening restaurant assistance Except as may be required by applicable state law, the entire initial franchise fee is payable in a lump sum upon the signing of the applicable Franchise Agreement, which will normally occur after the site of the Restaurant has been approved by LJS

Before you sign a franchise agreement, and before you submit a Restaurant site for approval by LJS, you must sign a Site Request Form (See Exhibit C-1) The Site Request Form requires you to pay to LJS or its designee the sum of \$10,000 at the time you submit a Restaurant site for approval to LJS If the site is not approved, the deposit will be refunded, if the site is approved, the deposit is applied to your initial franchise fee when you sign a franchise agreement

**Grand Opening Marketing Contribution**

LJS franchisees will be required to pay either \$3,000 or \$5,000 as a grand opening marketing contribution for pre-opening and opening advertising services You will elect either the \$3,000 or the \$5,000 level contribution The entire fee is payable in a lump sum upon the signing of the applicable Franchise Agreement The pre-opening/opening advertising fee is non-refundable

During the first year of operation of the Restaurant, LJS may “divert” from your required advertising contributions described in Item 6 a matching amount (either \$3,000 or \$5,000) to be used for a grand opening advertising program for the Restaurant approved and administered by LJS (See Item 11)

Pre-Opening Training

You will also be required to pay for training materials, supplies and labor costs provided by LJS for pre-opening training. These costs vary under the circumstances, ranging from \$250 to \$5,000, and are non-refundable (See Item 6 and Item 7)

**ITEM 6  
OTHER FEES**

(1) TYPE OF FEE <sup>1</sup>	(2) AMOUNT	(3) DUE DATE
Royalty <sup>2</sup>	5% of gross receipts	Monthly by the 20 <sup>th</sup> of the month following the end of the month in which sales were generated
Advertising <sup>2</sup>	5% of gross receipts	Monthly by the 20 <sup>th</sup> of the month following the end of the month in which sales were generated
Training Materials and Fees <sup>3</sup>	At actual costs for training materials	As incurred
Cost of Testing Products and Equipment <sup>4</sup>	LJS's actual costs	As incurred
New Restaurant Opening Training Labor Costs <sup>3</sup>	At actual costs	As incurred
Additional Training <sup>5</sup>	About \$200 per day plus travel costs	As incurred
Transfer <sup>6</sup>	\$2,000 per Franchise Agreement transferred (See Footnote 6 and Section 13 of the Franchise Agreement)	Before consummation of transfer
Audit	Costs and expenses of audit, including travel expenses, accounting and legal fees, and interest on any understated or underpaid amount, if understatement or underpayment is 3% or more	At time discrepancy is discovered
Late Fee	The lesser of (i) the maximum permitted by Kentucky law or (ii) 1 ½% per month from the due date until paid	As incurred
Indemnification <sup>7</sup>	Will vary	As incurred
Attorney's Fees and Costs	LJS's actual costs	Upon termination of Franchise Agreement for franchisee's default, as incurred by LJS
Insurance Premiums <sup>8</sup>	Will Vary	Upon Franchisee's failure to pay for required insurance coverage, as incurred by LJS
Support Services Agreement Fees (Optional)	\$1,000-\$1,500 one-time charges, then \$1,800-\$2,200 annual charges	Payable as agreed to with LJS. Fees vary according to services and one-time charges. All fees after the first payment are due and payable in advance on a monthly basis (See Item 11)

(1) TYPE OF FEE <sup>1</sup>	(2) AMOUNT	(3) DUE DATE
Standards Excellence Review <sup>10</sup>	LJS may cause a third party vendor to conduct Standards Excellence Reviews of your Restaurant LJS currently does not charge franchisees any fees for these inspections except in the case of a refused entry, but it may do so in the future, and it may in appropriate circumstances claim the cost of inspections as an element of damages arising out of an event of default	N/A

1 Except as noted, fees described in the above chart are charged by LJS, are payable to LJS, and are nonrefundable See Item 5 for a description of the circumstances under which an initial franchise fee or a deposit under the Site Request Form may be refundable

2 The payment of this royalty fee is consideration for the right to use the Proprietary Marks of the Company. LJS will have the right, upon written notice to Franchisee, to require Franchisee to establish a direct debit or similar form of direct payment arrangement Gross sales or receipts include generally all revenue from the LJS Restaurant, excluding local and state sales taxes and other items

3 LJS certifies franchisee owned training units at locations determined by LJS for training There is currently no charge for tuition or registration fees for franchisee training, but such fees may be added in the future You must pay for any training supplies or materials and LJS requires you to compensate or reimburse it for certain labor costs associated with providing training for you These costs range from \$250 to \$5,000 You or your employees must pay any salaries, wages, benefits, meals and travel expenses you or your employees incur during the training process

4 If you want to use any products, equipment or other items that LJS has not approved, you may request that LJS approve the item LJS may test the item and you must pay any costs incurred by LJS in connection with the testing

5 LJS will furnish you an LJS representative to assist in the opening activities of the first Restaurant that you open LJS's opening activity assistance for subsequent Restaurants you open will be as LJS determines upon consultation with you, if LJS considers consultation necessary If additional training assistance is requested by you or deemed necessary by LJS, you must reimburse LJS (at LJS's actual cost) for its reasonable expenses in providing the LJS representative for an additional period, including the representative's salary and living and travel expenses The expenses for which you must reimburse LJS would normally amount to about \$200 per day (which includes salary, lodging and meals for one LJS representative) plus travel expenses (airfare or rental car for additional training period)

6 This fee is payable if you transfer any interest in yourself or in the Franchise Agreement Transfer fees are calculated as follows (a) for transfers to existing Long John Silver's franchisees or franchisees of Company affiliates, \$2,000 for the first Franchise Agreement transfer and \$1,000 for each additional transfer consummated as part of the same transaction, (b) for transfers to parties other than existing Long John Silver's franchisees or franchisees of Company affiliates, \$2,000 for the first Franchise Agreement transfer and \$1,500 for each additional transfer consummated as part of the same transaction, (c) in the case of an assignment to a corporation for convenience of ownership, no transfer fee will be payable, and (d) in the case of the assignment by Franchisee to an affiliate as a contemporaneous part of the assignment of additional franchise agreements for LJS Restaurants by Franchisee to an affiliate, the transfer fee will be \$2,000 for the first Franchise Agreement transferred and \$1,000 for each additional transfer consummated as part of the same transaction, not to exceed \$5,000

7 You have to reimburse LJS for all costs, including legal fees and court costs incurred in defending claims, suits, proceedings or judgments arising in connection with your operation of the Restaurant

8 If you fail to obtain or maintain required insurance coverage, LJS may procure the coverage and you must pay LJS's costs, plus a reasonable administrative fee, incurred in placing insurance for you

9 The cost currently incurred by LJS for Standards Excellence Review ("SER") is approximately \$343 per restaurant for the initial inspection and \$343 per restaurant for any subsequent inspections. You will incur the cost of the SER in the case of a refused entry

**ITEM 7 - ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT - LJS RESTAURANT (FREESTANDING)<sup>1</sup>**

(1) Type of Expenditure	(2) Amount	(3) When Payable	(4) Method of Payment	(5) To Whom Paid
Real Estate <sup>2</sup>	Not included	As Incurred	As Agreed	Property Owner, Lender
<b>Building and Equipment Costs</b>				
Construction Costs <sup>3,4</sup>	\$432,000 - \$759,000	As Incurred	As Agreed	Third Party
Furniture, Fixtures & Equipment <sup>4</sup>	\$ 220,000 - \$289,000	As Incurred	As Agreed	Third Party
Signage/Awnings <sup>4</sup>	\$ 35,000 - \$55,000	As Incurred	As Agreed	Third Party
<b>Sub-total</b>	<b>\$687,000 - \$1,103,000</b>			
<b>Other Expenses:</b>				
Initial Franchise Fee <sup>5</sup>	\$20,000	On Signing Franchise Agreement	Lump Sum	LJS
Training Expenses <sup>6</sup>	\$10,000 - \$25,000	As incurred	As Agreed	LJS or Third Party
Start-up Inventory <sup>7</sup>	\$10,000 - \$20,000	As Incurred	As Agreed	Third Party
Pre-Opening and Opening Advertising Fee <sup>8</sup>	\$3,000 - \$5,000	On Signing Franchise Agreement	Lump Sum	LJS or Designee
Security Deposit, Utilities Deposits, Licenses and Other Prepaid Expenses	\$3,000 - \$30,000	As Incurred	As Agreed	Third Parties
Additional Funds (3 months) <sup>9</sup>	\$100,000 - \$200,000	As Incurred	As Incurred	Employees, Third Parties
<b>TOTAL <sup>4 10</sup></b>	<b>\$833,000 - \$1,403,000</b>			

1 The above chart shows cost estimates for Restaurants located in a single use, freestanding building for which LJS charges a \$20,000 initial fee (See Item 5). These estimates were compiled based upon information obtained from LJS's experience in the restaurant business as well as recent Restaurant openings. Initial franchise fees for Restaurants are non-refundable except in the circumstances described in Item 5. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party.

2 Real estate costs vary significantly depending on numerous factors, including whether you purchase for cash, finance your purchase, or lease. The real estate costs also vary considerably according to site size, prevailing land and rental costs in the geographic region, street access and other factors. Financing costs vary with the amount financed, prevailing interest rates and other finance and economic terms. Rental costs may include (in addition to base rent) percentage rent, common area maintenance or other occupancy costs. Because of the significant variations, real estate costs are not included in the Initial Investment estimate in this Item 7.

3 Construction costs include building costs, site preparation costs, architectural and engineering fees. The construction costs also vary considerably according to the amount of site work required, local building and

zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors

4 As noted above, many factors, including the type and size of the Restaurant and its location, will affect final costs. The estimates used in the above chart represent the approximate construction costs, equipment costs, signage costs and costs for furnishings and decor of a new freestanding Restaurant with an area of 2,108 square feet that seats 54. LJS has not developed many freestanding, single-brand Restaurants in recent years, so the costs in the above chart represent estimates based on LJS's prior and historical, rather than recent, development experience.

5 See Item 5 for a summary of the initial franchise fees charged by LJS.

6 LJS certifies franchisee owned training units at locations determined by LJS for training. There is currently no charge for tuition or registration fees for franchisee training, but such fees may be added in the future. You must pay for any training supplies or materials and LJS requires you to compensate or reimburse it for certain labor costs associated with providing training for you. These costs range from \$250 to \$5,000. You or your employees must pay any salaries, wages, benefits, meals and travel expenses you or your employees incur during the training process. The total amount of these expenses varies according to a number of factors, including distance and mode of travel, number of employees trained, etc. LJS will furnish you an LJS representative to assist in the opening activities of the Restaurant. If additional training assistance is requested by you or deemed necessary by LJS, you must reimburse LJS for its reasonable expenses in providing the LJS representative for an additional period, including the representative's salary and living and travel expenses.

7 Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations.

8 See Item 11 below.

9 Additional funds include inventory and insurance costs for three months' operations, and labor costs (manager's salary and crew wages) for pre-opening training period and first three months' operations. The included insurance costs include only that insurance required by law or the Franchise Agreement and related to the operation of the Restaurant: worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of Restaurant building, and physical location of the Restaurant. In using a three-month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company Restaurants and its franchisees' reported experiences in developing and operating Restaurants.

10 LJS does not finance any part of your initial investment.

**YOUR ESTIMATED INITIAL INVESTMENT - (POWER PUMPER OR INLINE)<sup>1</sup>**

(1) Type of Expenditure	(2) Amount	(3) When Payable	(4) Method of Payment	(5) To Whom Paid
Real Estate <sup>2</sup>	Not included	As Incurred	As Agreed	Property Owner
<b>Building and Equipment Costs:</b>				
Building Costs Including Site Work <sup>3</sup>	\$200,000 - \$572,000	As Incurred	As Agreed	Third Party
Signage	\$20,000 - \$40,000	As Incurred	As Agreed	Third Party
Furniture, Fixtures and Equipment	\$229,000 - \$280,000	As Incurred	As Agreed	Third Party
<b>Sub-total</b>	<b>\$449,000 - \$892,000</b>			
<b>Other Expenses:</b>				

(1) Type of Expenditure	(2) Amount	(3) When Payable	(4) Method of Payment	(5) To Whom Paid
Initial Franchise Fee <sup>4</sup>	\$20,000	On Signing Franchise Agreement	Lump Sum	LJS
Training Expenses <sup>5</sup>	\$6,000 - \$25,000	As Incurred	As Agreed	LJS or Third Party
Start-up Inventory <sup>6</sup>	\$9,000 - \$11,000	As Incurred	As Agreed	Third Party
Pre-Opening and Opening Advertising Fee <sup>7</sup>	\$3,000 - \$5,000	On Signing Franchise Agreement	Lump Sum	LJS
Security Deposit, Utilities Deposits, Licenses and Other Prepaid Expenses	\$7,000 - \$11,000	As Incurred	As Agreed	Third Parties
Additional Funds (3 months) <sup>8</sup>	\$80,000 - \$150,000	As Incurred	As Incurred	Employees, Third Parties
<b>TOTAL</b> <sup>9</sup>	\$574,000 - \$1,114,000 (excluding real estate costs)			

1 The above chart applies only to LJS Restaurants that are not freestanding such as, but not limited to, Power Pumpers and Inline (shopping center) units. LJS has not developed many Power Pumper or Inline restaurants in recent years, so the costs in the above chart represent estimates based on LJS's prior and historical, rather than recent, development experience. For inline locations, building costs, including site work, are often financed as part of the annual lease rate. These estimates are based on a single Inline unit recently opened by an LJS franchisee.

2 Real estate costs vary significantly depending on numerous factors including whether you purchase for cash, finance your purchase or lease. The real estate costs also vary considerably according to site size, prevailing regional land and rental costs in the geographic region, street access and other factors. Financing costs vary with the amount financed, prevailing interest rates and other finance and economic terms. Rental costs may include (in addition to base rent) percentage rent, common area maintenance or other occupancy costs. Because of the significant variations, real estate costs are not included in the Initial Investment estimate in this Item 7.

3 Construction costs are for the leasehold improvements comprising the LJS Restaurant only and not for construction of the convenience store, travel center or food court building within which the LJS Restaurant would be located (in the case of a Power Pumper unit). Construction costs include architectural fees and permit costs. The construction costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors.

4 Initial franchise fees are non-refundable. A deposit paid under the Site Request Form may be refundable under the circumstances described in Item 5. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party.

5 LJS certifies franchisee owned training units at locations determined by LJS for training. There is currently no charge for tuition or registration fees for franchisee training, but such fees may be added in the future. You must pay for any training supplies or materials and LJS requires you to compensate or reimburse it for certain labor costs associated with providing training for you. These costs range from \$250 to \$5,000. You or your employees must pay any salaries, wages, benefits, meals and travel expenses you or your employees incur during the training process. The total amount of these expenses varies according to a number of factors, including distance and mode of travel, number of employees trained, etc. LJS will furnish you an LJS representative to assist in the opening activities of the Restaurant. If additional training assistance is requested by you or deemed necessary by LJS, you must reimburse LJS for its reasonable expenses in providing the LJS representative for an additional period, including the representative's salary and living and travel expenses.

6 Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations.

7 See Item 11 below

8 Additional funds include inventory and insurance costs for three months of operations, and labor costs (manager's salary and crew wages) for pre-opening training period and first three months of operations. The included insurance costs include only that insurance required by law or the Franchise Agreement and related to the operation of the Restaurant worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of Restaurant building, and physical location of the Restaurant. In using a three month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company Restaurants and its franchisees' reported experiences in developing and operating Restaurants.

9 LJS does not finance any part of your initial investment

**ITEM 7- ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT – LJS CO-BRAND RESTAURANT**  
**(“Ground Up” Construction)<sup>1</sup>**

(1) Type of Expenditure	(2) Amount	(3) When Payable	(4) Method of Payment	(5) To Whom Paid
Real Estate <sup>2</sup>	Not Included	As Incurred	As Agreed	Property Owner, Lender
Building Construction Costs <sup>1,3</sup>	\$361,000-\$730,000	As Incurred	As Agreed	Third Party
Equipment, Signage and Décor <sup>1,3</sup>	\$265,000-\$469,000	As Incurred	As Agreed	Third Party
Site Work <sup>4</sup>	\$168,000-\$254,000	As Incurred	As Agreed	Third Party
Miscellaneous Permits, Utility Deposits, Licenses and Architectural Costs <sup>5</sup>	\$70,000 - \$90,000	As Incurred	As Agreed	Third Parties
Additional Funds (3 months) <sup>6</sup>	\$209,000 - \$216,000	As Incurred	As Incurred	Employees, Third Parties
Start-up Inventory <sup>7</sup>	\$5,000 - \$8,000	As Incurred	As Agreed	Third Party
Initial Franchise Fee <sup>8</sup>	\$10,000 - \$20,000 (See Item 5)	On Signing Franchise Agreement	Lump Sum	LJS
Training Expenses <sup>9</sup>	\$10,000 - \$25,000	As Incurred	As Agreed	LJS or Third Party
Pre-Opening and Opening Advertising Fee <sup>10</sup>	\$3,000 - \$5,000	On Signing Franchise Agreement	Lump Sum	LJS
<b>TOTAL <sup>11</sup></b>	<b>\$1,101,000-\$1,817,000</b>			

1 The cost estimates used in the above chart relate to the total “ground up” construction of both the LJS and the co-brand portion of the Restaurant. These estimates also relate to the total costs of construction of “relocated” LJS Co-Brand Restaurants, which are newly-constructed Co-Brand Restaurants located and built on (sometimes called a “scrape and rebuild”) or in near proximity to



(within the same trade area) a parcel of real estate where a single-brand restaurant formerly was located and operated. In addition, the estimates include items that relate solely to the non-LJS Restaurant portion of the Co-Brand Restaurant, such as non-LJS signage, and the total costs for items that are common to both portions of the Co-Brand Restaurant building, such as seating and décor elements.

COST FACTORS These cost estimates are based on current U.S. Industry Standards for construction estimation and unit costs.

2 Real estate costs vary significantly depending on numerous factors including whether you purchase for cash, finance your purchase or lease. The real estate costs also vary considerably according to site size, prevailing regional land and rental costs, street access and other factors. Financing costs vary with the amount financed, prevailing interest rates and other terms. Rental costs may include (in addition to base rent) percentage rent, common area maintenance or other occupancy costs. Because of the significant variations, real estate costs are not included in the Initial Investment estimate in this Item 7.

3 Building construction costs include the cost of constructing the building shell, cooler/freezers and utility/HVAC systems. Construction costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors.

4 Site work costs include those costs necessary to prepare the land for building construction. The costs reflected in this Item 7 assume a 35,000 square foot site and they will vary with the size and condition of the site and other factors.

5 Miscellaneous costs include permit fees, license (such as business licenses required by municipalities) fees, deposits and/or hook-up fees charged by utilities or municipalities and architectural fees for design work, drawings, construction plans and similar items.

6 Additional funds include inventory and insurance costs for three months of operations and labor costs (manager's salary and crew wages) for pre-opening training period and first three months of operations. The included insurance costs include only that insurance required by law or the Franchise Agreement and related to the operation of the LJS Co-Brand Restaurant: worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of LJS Co-Brand Restaurant building, and physical location of the LJS Co-Brand Restaurant. In using a three-month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company LJS Restaurants and its franchisees' reported experiences in developing and operating LJS Restaurants.

7 Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations for the LJS Co-Brand Restaurant. This estimate includes inventories of LJS food and beverage products and the products for the co-brand portion.

8 See Item 5. Fees payable to LJS for LJS Co-Brand Restaurants are non-refundable except under the circumstances described in Item 5. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party. LJS will credit each registration fee against the initial franchise fee for the corresponding LJS Co-Brand Restaurant. Registration fees are nonrefundable except as the Site Request Form provides. Under the Site Request form, if the site is not approved, the site registration fee (referred to as the "deposit" on the Site Request Form) will be refunded.

9 See Item 11 for additional information regarding training. Training for LJS operations in a Co-Brand Restaurant is provided by LJS. LJS does not currently charge any tuition or registration fees for LJS franchisee training, but it may do so in the future. You must pay LJS for any training supplies or materials and LJS will require you to compensate or reimburse it for labor costs and other related costs.

associated with providing training for you. These costs range from \$250 to \$5,000. Training for the co-brand operations in Co-Brand Restaurants is provided by the other brand, and you thus may incur additional expenses in connection with that training. You or your employees must pay any salaries, wages, benefits, meals and travel expenses incurred by you or your employees during the training process. If additional training assistance is requested by you or deemed necessary by LJS, you must reimburse LJS for its reasonable expenses, including the representative's salary and living and travel expenses.

10 See Item 11 below

11 LJS does not finance any part of your initial investment

**YOUR ESTIMATED INITIAL INVESTMENT – LJS CO-BRAND RESTAURANT**  
**(Conversion/Remodel)<sup>1</sup>**

(1) Type of Expenditure	(2) Amount	(3) When Payable	(4) Method of Payment	(5) To Whom Paid
Real Estate <sup>2</sup>	Not included	As Incurred	As Agreed	Property Owner, Lender
Building Construction Costs <sup>1,3</sup>	\$165,000-\$289,000	As Incurred	As Agreed	Third Party
Equipment, Signage and Décor <sup>1,3</sup>	\$191,000- \$320,000	As Incurred	As Agreed	Third Party
Site Work <sup>4</sup>	\$5,000 - \$7,500	As Incurred	As Agreed	Third Party
Miscellaneous Permits, Utility Deposits, Licenses and Architectural Costs <sup>5</sup>	\$20,000 - \$40,000	As Incurred	As Agreed	Third Parties
Additional Funds (3 months) <sup>6</sup>	\$209,000-\$216,000	As Incurred	As Incurred	Employees, Third Parties
Start-up Inventory <sup>7</sup>	\$5,000-\$8,000	As Incurred	As Agreed	Third Party
Initial Franchise Fee <sup>8</sup>	\$10,000 (See Item 5)	On Signing Franchise Agreement	Lump Sum	LJS
Training Expenses <sup>9</sup>	\$10,000 - \$25,000	As Incurred	As Agreed	LJS or Third Party
Pre-Opening and Opening Advertising Fee <sup>10</sup>	\$3,000-\$5,000	On Signing Franchise Agreement	Lump Sum	LJS
<b>TOTAL<sup>11</sup></b>	<b>\$ 618,000-\$920,500</b>			

1 The cost estimates used in the above chart include the costs related to the construction of an LJS Co-Brand Restaurant that is undertaken by converting an existing LJS restaurant to a co-brand restaurant. The estimates also include items that relate solely to the non-LJS Restaurant portion of the Co-Brand Restaurant, such as non-LJS signage, and the total costs for certain items that are common to both portions of the Co-Brand Restaurant building, such as seating and décor elements. These cost estimates are based primarily upon LJS's development experience with the conversion/remodeling of relocated Co-Brand Restaurants.

**COST FACTORS** The above estimates are based upon actual costs incurred by LJS in the construction of LJS Co-Brand Restaurants in prior years. In reviewing these estimates, it should be noted that the costs for building construction, equipment, signage and décor, and site work were incurred in areas of the country where, in LJS's experience, these costs are greater than the national average costs for this work.

2 Real estate costs generally are not applicable to a conversion/remodel project.

3 Building construction costs include the cost of constructing the building shell, cooler/freezers and utility/HVAC systems. Construction costs vary considerably according to local building and zoning ordinances, prevailing construction costs in the geographic region, specialized conditions or requirements and other factors.

4 Site work costs include those costs necessary to prepare the land for building construction. The costs reflected in this Item 7 assume a 35,000 square foot site and will vary with the size and condition of the site and other factors.

5 Miscellaneous costs include permit fees, license (such as business licenses required by municipalities) fees, deposits and/or hook-up fees charged by utilities or municipalities and architectural fees for design work, drawings, construction plans and similar items.

6 Additional funds include inventory and insurance costs for three months of operations and labor costs (manager's salary and crew wages) for pre-opening training period and first three months of operations. The included insurance costs include only that insurance required by law or the Franchise Agreement and related to the operation of the LJS Co-Brand Restaurant: worker's compensation, comprehensive general liability, and building/equipment coverage at replacement cost. These insurance costs will vary depending upon such variables as payroll, size and construction of the LJS Co-Brand Restaurant building, and physical location of the LJS Co-Brand Restaurant. In using a three-month period as the initial phase of operations, LJS has relied upon its experience in developing and operating company LJS Restaurants and its franchisees' reported experiences in developing and operating LJS Restaurants.

7 Start-up inventory includes the inventory necessary for the one-week pre-opening training period and the first week of post-opening operations for the LJS Co-Brand Restaurant. This estimate includes inventories of LJS food and beverage products and the products for the co-brand portion.

8 See Item 5. Fees payable to LJS for LJS Co-Brand Restaurants are non-refundable except under the circumstances described in Item 5. Fees payable to third parties may or may not be refundable, depending upon your contract or arrangement with the third party.

9 See Item 11 for additional information regarding training. Training for LJS operations in a Co-Brand Restaurant is provided by LJS. LJS does not currently charge any tuition or registration fees for LJS franchisee training, but it may do so in the future. You must pay LJS for any training supplies or materials and LJS will require you to compensate or reimburse it for labor costs and other related costs associated with providing training for you. These costs range from \$250 to \$5,000. Training for the co-brand operations in Co-Brand Restaurants is provided by the other brand, and you thus may incur additional expenses in connection with that training. You or your employees must pay any salaries, wages, benefits, meals and travel expenses incurred by you or your employees during the training process. If additional training assistance is requested by you or deemed necessary by LJS, you must reimburse LJS for its reasonable expenses, including the representative's salary and living and travel expenses.

10 See Item 11 below.

11 LJS does not finance any part of your initial investment.

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

You must operate your Restaurant according to LJS's standards. These standards include, among other things, a uniform method of operating that is described in the Long John Silver's Confidential Operations Manual and in other communications to you, including without limitation, bulletins, video and audio tapes, computer disks, on-line and other electronic means (all of these communications and any supplements or additions to the communications will be referred to as the "Operations Manual"). LJS may regulate, among other things, the selection and location of real estate (whether purchased or leased), and the type, model and brand of furnishings, fixtures, equipment, signs, materials and supplies to be used in constructing and operating your Restaurant. LJS may also specify required or authorized products and product categories, and the approved supplier(s) of each item. LJS has standards and specifications to which you must adhere for menu items, food products, packaging, advertising materials, supplies, ingredients, real estate, equipment, signs, fixtures, furnishings and other items used in the operation of your Restaurant. LJS may require that you maintain an e-mail account and connect your computer system to a telephone line (or other communications medium specified by LJS) at all times, and that you be capable of accessing the internet via a designated third party network (such as MSN, WorldNet, Earthlink, AOL, etc.)

In most instances you are required to obtain the various products and services required for your Restaurant from a list of suppliers or brands approved by LJS, or you are required to purchase or lease products and services that conform to LJS's specifications. LJS does not provide any material benefits to you based on your purchase of particular products or services or use of particular suppliers. Purchasing activities for food, packaging, and equipment used in the LJS system are conducted primarily through the Unified Foodservice Purchasing Co-op, LLC ("UFPC"), an unaffiliated third party. See below for additional information regarding UFPC.

A portion of the advertising fee that you will pay under the Franchise Agreement is paid to LJS for advertising and marketing services for the Restaurants, including those operated by franchisees. LJS derives revenue from the services provided by them for the advertising program. LJS provides to the Board of Directors of the Association of LJS Franchisees, Inc. ("LJS Franchise Association") (See Item 11) quarterly profit and loss statements with respect to LJS's marketing programs. LJS also allows the Board to cause LJS's books and records for its advertising programs to be audited no more frequently than annually, on the condition, among others, that the Board make the audits available to Long John Silver's franchisees upon request.

In the fiscal year December 22, 2010 through December 28, 2011, the total amount paid to LJS as franchisee and licensee advertising fees was \$ 34,970,499 (which includes additional incremental media purchases made by franchisees and licensees on a voluntary basis) and the amount retained by LJS in consideration for advertising services during the same period was \$1,167,221. In general, these revenues are used to partially offset administrative, labor and overhead costs. These figures were taken from LJS's internally-prepared financial statements, work papers and other accounting records.

There are currently no required products or services for which LJS or any of its affiliates is currently an approved supplier.

LJS does not receive revenue, rebates or other material consideration from suppliers on sales made directly to LJS franchisees by the supplier. LJS does not negotiate purchase arrangements with suppliers for the exclusive benefit of LJS franchisees.

LJS will provide you with a list of approved equipment and furnishings that you must use in your Restaurant. You may purchase approved equipment from any approved supplier. There are no other approved suppliers in which any of our officers owns an interest.

LJS will provide you, upon written request and at no cost, written guidelines for Restaurant site selection. LJS uses these guidelines to determine whether a proposed site is acceptable for the development of a Restaurant. You must construct the Restaurant in strict compliance with LJS's standard plans and specifications or with specialized plans and specifications approved in advance by LJS. If you lease your Restaurant premises from a third-party landlord, LJS may require you to submit the lease to LJS so that LJS may ensure that it contains or does not contain certain provisions.

LJS, through research, testing and field input and experience, may modify or update its Restaurant site selection guidelines and Restaurant construction plans and specifications. LJS will communicate those modifications to you and other franchisees in writing in order to allow you to comply with them as necessary. LJS, through research, testing and field input and experience, may modify its standards and specifications and approved items, brands or suppliers of equipment, furnishings, food products, paper and plastic goods and supplies. LJS will communicate those modifications to you by revisions in the Operations Manual, or through bulletins or other written communications or on-line electronic communications.

If you want to purchase any item or service that is not listed as an approved brand or item or otherwise has not been approved for use in a Restaurant, you may request that LJS evaluate and approve the item. In some instances, LJS may require that you submit a sample of the item to LJS or an independent laboratory designated by LJS. LJS will charge you for the cost of the testing. The time required for testing and evaluation depends upon a number of factors, including the nature of the item and whether LJS or an independent laboratory will perform the testing. If LJS approves an item for use in a Restaurant, it may then periodically re-test the item. LJS may revoke its prior approval if the item fails to continue to meet LJS's standards and specifications or if the item fails to achieve certain performance levels (for example, in the case of food products, sales levels). LJS will notify you in writing of its revocation of its approval and you may not then use the item for which approval has been revoked in a Restaurant.

Between 90% and 95% of your total purchases associated with constructing and establishing your Restaurant and between 90% and 95% of your total purchases associated with the ongoing operation of your Restaurant must be either purchased from LJS, its affiliates or approved suppliers. All purchases must conform to LJS's standards.

In addition to the required purchases described above, you must maintain, at your expense, the insurance that LJS requires as described in the Franchise Agreement. The insurance required by the Franchise Agreement includes comprehensive general liability insurance.

#### UFPC

Purchasing activities for food, packaging and equipment used in the LJS system are conducted primarily through Unified Foodservice Purchasing Co-op, LLC ("UFPC"). UFPC is a cooperative that conducts purchasing programs for (a) the Long John Silver's National Purchasing Co-op, Inc (the "LJS Co-op"), (b) the A&W National Purchasing Co-op, Inc, and (c) UFPC's three members, the KFC National Purchasing Co-op, Inc, the Pizza Hut National Purchasing Co-op, Inc and the Taco Bell National Purchasing Co-op, Inc. Because UFPC's resources are utilized across five restaurant concepts, allocation costs and sourcing fees attributable to the LJS Co-op will increase if any of the five co-ops listed above terminates its relationship with UFPC.

UFPC and the LJS Co-op each operate on a cooperative basis under Subchapter T of the Internal Revenue Code. As a cooperative, the LJS Co-op has historically distributed substantially all of its net income not required for working capital or reserves to its stockholder members each year as a "patronage dividend."

Effective January 1, 2012, the LJS Co-op is no longer a member of UFPC, although UFPC

administers a purchasing program on behalf of the LJS Co-op pursuant to a Purchasing Program Management Agreement between UFPC and the LJS Co-op (the "Management Agreement") The initial term of the Management Agreement expires on December 31, 2012 and automatically renews for additional one year terms thereafter, except that the Management Agreement provides for certain grounds for termination, including a provision that allows either party to terminate the Management Agreement upon six months prior written notice to the other party

LJS has appointed UFPC as the exclusive purchasing agent for the LJS system pursuant to the Long John Silver's Purchasing Co-op Agreement between LJS and UFPC (the "Purchasing Co-op Agreement") The initial term of the Purchasing Co-op Agreement expires on December 31, 2012 and automatically renews for additional one year terms thereafter, except that the Purchasing Co-op Agreement provides for certain grounds for termination, including a provision that allows either party to terminate the Purchasing Co-op Agreement upon six months prior written notice to the other party

UFPC and the LJS Co-op are not affiliated with LJS and both are organized and operated independently of LJS, although LJS is a stockholder member of the LJS Co-op and is entitled to elect one voting member of the LJS Co-op Board of Directors

The LJS Co-op is governed by a Board of Directors consisting of seven voting members plus a non-voting member who is elected by the Board of Directors after seeking the advice and counsel of LJS Franchisees who are stockholder members are entitled to elect five voting members of the LJS Co-op Board of Directors, LJS is entitled to elect one voting member of the Board of Directors, and the Association of LJS Franchisees, Inc is entitled to elect one voting member of the Board of Directors In addition, the Board of Directors may, at its option from time to time, provide for one or more non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may provide Currently, Wayne Hougland, the Executive Director of the Association of LJS Franchisees, Inc , serves as a non-voting member of the Board

To join the LJS Co-op, you must purchase from the LJS Co-op one share of Membership Common Stock (currently priced at \$10 per share) and that number of shares of Store Common Stock (currently priced at \$400 per share) equal to the total number of LJS retail outlets you own and operate in the United States If you later sell some or all of your restaurants (or otherwise become ineligible for membership), you may not sell or transfer your shares to third parties, although the LJS Co-op may redeem your shares of Store Common Stock at your original purchase price and, if you become ineligible for membership, will redeem your share of Membership Common Stock for \$10

The Bylaws of the LJS Co-op require that each stockholder member purchase virtually all goods and equipment used in the stockholder member's LJS retail outlets through the purchasing programs of UFPC and the LJS Co-op Although UFPC will coordinate supplier and distributor approvals and activities, supplier and distributor approvals are the prerogative and responsibility of LJS When a supplier or distributor receives LJS's approval, LJS will provide that supplier or distributor with detailed product specifications If an approved supplier or distributor fails to adequately perform, LJS may, at its discretion, revoke approval of the supplier or distributor upon written notice to you and the supplier or distributor Also, UFPC and the LJS Co-op may collect sourcing fees directly or indirectly (from distributors or suppliers) from each stockholder member to fund the purchasing programs and services of the LJS Co-op

The Franchise Agreement for LJS (Exhibit C) requires that LJS franchisees purchase stock in and become stockholder members of the LJS Co-op The LJS Co-op Bylaws require that the LJS Co-op conduct more than 90% of the value of its business with its stockholder members In implementation of that requirement, the LJS Co-op reserves the right to refuse to do business with LJS's franchisees that do not become members of the LJS Co-op

For general information about the LJS Co-op, contact LJS National Purchasing Co-op, Inc., Attention Brink Bloembergen, General Manager for LJS, 950 Breckenridge Lane, Suite 300, Louisville, Kentucky 40207, and request a copy of the "Membership Information Packet" for the LJS Co-op

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

These tables list your principal obligations under the Franchise Agreement, Co-Brand Franchise Agreement and other agreements. They will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

**FRANCHISEE'S OBLIGATIONS – FRANCHISE AGREEMENT AND CO-BRAND FRANCHISE AGREEMENT**

<b>OBLIGATION</b>	<b>SECTION IN AGREEMENT</b>	<b>ITEM IN DISCLOSURE DOCUMENT</b>
a Site selection and acquisition/lease	Sections 1, 2 and 3 of Franchise Agreement Co-Brand Franchise Agreement Section 4 2	Items 7, 11 & 12
b Pre-opening purchases/ leases	Sections 3, 4 and 6 of Franchise Agreement	Items 7, 8 & 11
c Site development and other pre-opening requirements	Sections 3, 4, 5, 6 and 7 of Franchise Agreement Co-Brand Franchise Agreement Sections 4 3 & 4 4	Items 1, 7 & 11
d Initial and ongoing training	Section 5 of Franchise Agreement Co-Brand Franchise Agreement Section 4 7	Items 7 & 11
e Opening	Section 5 and 11 of Franchise Agreement Co-Brand Franchise Agreement Section 4 4	Items 7 & 11
f Fees	Sections 2, 6 and 13 of Franchise Agreement Co-Brand Franchise Agreement Section 5	Items 5, 6 & 7
g Compliance with standards and policies/ Operations Manual	Co-Brand Franchise Agreement Section 4 1 Sections 1, 3, 4, 5 and 8 of Franchise Agreement	Items 8, 11, 15 and 16
h Trademarks and proprietary information	Section 10 of Franchise Agreement Co-Brand Franchise Agreement Section 13	Items 13 and 14
i Restrictions on products/ services offered	Sections 3, 4 and 12 of Franchise Agreement Co-Brand Franchise Agreement Section 4 8	Items 8 and 16
j Warranty and customer service requirements	Not applicable	N/A
k Territorial development and sales quotas	Franchise Agreement – None Co-Brand Franchise Agreement - None	Item 12
l Ongoing product/service purchases	Sections 4 and 5 of Franchise Agreement Co-Brand Franchise Agreement Section 4 8	Item 8, 11
m Maintenance, appearance and remodeling requirements	Sections 2, 3 and 4 of Franchise Agreement Co-Brand Franchise Agreement Section 4 10	Item 11
n Insurance	Section 9 of Franchise Agreement Co-Brand Franchise Agreement Section 9	Items 6, 8
o Advertising	Section 6 and 7 of Franchise Agreement Co-Brand Franchise Agreement Section 12	Item 6 and 11
p Indemnification	Section 9 of Franchise Agreement Co-Brand Franchise Agreement Section 9	Item 6
q Owner's participation/ management/staffing	Section 5 of Franchise Agreement	Item 15
r Records and reports	Sections 6, 8 and 12 of Franchise Agreement Co-Brand Franchise Agreement Section 4 2	Item 11
s Inspections and audits	Section 8 of Franchise Agreement Co-Brand Franchise Agreement Section 5	Item 6 and 11
t Transfer	Section 13 of Franchise Agreement Co-Brand Franchise Agreement Section 8	Item 17

OBLIGATION	SECTION IN AGREEMENT <sup>1</sup>	ITEM IN DISCLOSURE DOCUMENT
u Renewal	Section 2 of Franchise Agreement Co-Brand Franchise Agreement Section 10	Item 17
v Post-termination covenants	Sections 11 and 12 of Franchise Agreement Co-Brand Franchise Agreement Sections 11 5 through 11 9	Items 14 and 17
w Non-competition covenants	Section 12 of Franchise Agreement Co-Brand Franchise Agreement Section 7	Item 16 & 17
x Dispute resolution	Section 1 01 of Franchise Agreement Co-Brand Franchise Agreement Section 7	Item 17
y Other Release of all Claims	Section 2 and 11 of Franchise Agreement	Item 17

<sup>1</sup>You will sign two franchise agreements that govern the operations of an LJS Co-Brand Restaurant – one that governs the LJS operations and one that governs the operations of the other concept. The form of franchise agreement you will sign for an LJS Co-Brand Restaurant depends on the configuration of the restaurant concepts involved.

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

LJS does not offer, directly or indirectly, any arrangements for financing your initial investment or the continuing operation of your LJS business. LJS is unable to predict whether you will be able to obtain financing for any part or all of your investment and, if you are able to obtain financing, LJS cannot predict the terms of the financing.

### **ITEM 11** **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEM AND TRAINING**

**Except as listed below, LJS need not provide you with any assistance.**

#### Pre-Opening Obligations (Franchise Agreement- LJS Restaurant)

Before the opening of a Restaurant, LJS is required by the Franchise Agreement to provide the following assistance and services to you:

- 1 Upon your request, LJS will provide you with LJS's written guidelines for site selection (Franchise Agreement Section 1)
- 2 LJS will provide you standard plans, drawings and specifications for the Restaurant and its related facilities (Franchise Agreement Section 1). LJS will provide you with standard layouts and specifications for fixtures, furnishings, interior design, decor, signs and equipment (Franchise Agreement Sections 1 and 3)
- 3 LJS will inspect the Restaurant prior to the opening of the Restaurant (Franchise Agreement Section 3)
- 4 LJS certifies franchisee owned training units at locations determined by LJS for training you and those of your employees as LJS deems necessary (Franchise Agreement Section 5). LJS will provide a pre-opening management training program at locations and for such periods of time as LJS designates in the Operations Manual (Franchise Agreement Section 1). It is likely that your managers will have to travel to the training centers and stay in hotels at your expense while they are training.



5 LJS will furnish an LJS representative to assist in the opening activities of the first Restaurant that you open (Franchise Agreement Section 5) LJS will provide additional opening support if you request it or if LJS deems it necessary, but you must reimburse LJS for its reasonable expenses (including its representative's salary) in providing the additional support (Franchise Agreement Section 5)

6 LJS will post a copy of its Operations Manual on its franchise web site

7 LJS will provide you with samples of a standardized chart of accounts, statement of earnings and a balance sheet (Franchise Agreement Section 1)

#### Continuing Obligations (Franchise Agreement—LJS Restaurant)

During the ongoing operations of a Restaurant, LJS is required by the Franchise Agreement to provide the following assistance and services to you

1 LJS will make periodic inspections and evaluations of your Restaurant operations LJS may cause a third party vendor to conduct standards excellence review inspections of your Restaurant (Franchise Agreement Section 1)

2 LJS will, upon your written request, use reasonable efforts to provide to suppliers designated by you, LJS's standards and specifications for nonsecret food products and equipment items for use in your Restaurant (Franchise Agreement Section 1 and Section 3)

3 LJS may, upon your written request, test any item of equipment that has not been previously approved by LJS for use in a Restaurant You must pay LJS for the costs of any testing (Franchise Agreement Section 3)

4 LJS may, upon your written request, test food products or supplies that have not been previously approved by LJS for use in a Restaurant You must pay LJS for the costs of any testing (Franchise Agreement Section 4)

5 LJS certifies franchisee owned training units at locations determined by LJS for training you and those of your employees as LJS deems necessary (Franchise Agreement Section 5)

6 LJS may require and provide on-the-job and instructional training for your employees (Franchise Agreement Section 5) LJS may require and provide refresher courses and retraining programs for your executive, managerial, supervisory and other employees as designated by LJS

7 LJS may provide, at its discretion, representatives to consult with you or your management with respect to the operation of the Restaurant (Franchise Agreement Section 5) The representative may inspect the Restaurant to determine the efficiency and quality of its operation

8 LJS may, at its discretion, upon your written request, provide additional consulting or supervisory services relating to specific operational or other problems encountered by you in your operation of your Restaurant (Franchise Agreement Section 5) You must reimburse LJS for the expenses it incurs in rendering those services

9 LJS will furnish you the merchandising and operating aids and services and related printed materials that LJS generally furnishes to other franchisees (Franchise Agreement Section 5)

10 LJS or another party designated by LJS has the right, but not the obligation, to conduct, maintain and administer all national, regional and local advertising (Franchise Agreement Section 7)

11 LJS or another party designated by LJS will, upon your written request, provide you with special or additional approved local advertising and marketing plans and materials (Franchise Agreement Section 7) You must pay LJS its costs, including reasonable overhead, incurred in providing these services and materials (Franchise Agreement Section 7)

#### Pre-Opening Obligations (Co-Brand Franchise Agreement - LJS Co-Brand Restaurant)

Before you open your LJS Co-Brand Restaurant, LJS will, upon your request

- 1 Provide you with written guidelines for site selection (Section 3.1 of the Co-Brand Franchise Agreement)
- 2 Provide you with standard generic plans, drawings and specifications for the co-branded restaurant configuration and related facilities (Section 3.1 of the Co-Brand Franchise Agreement)
- 3 Provide you with generic layouts and specifications for fixtures, furnishings, interior design and décor, signs and equipment (Section 3.1 of the Co-Brand Franchise Agreement)
- 4 Provide you with pre-opening assistance as may be necessary (Section 3.1 of the Co-Brand Franchise Agreement)
- 5 Provide pre-opening management training programs and other training at the locations and for the periods that LJS customarily designates for LJS franchisees (Section 3.1 of the Co-Brand Franchise Agreement)
- 6 Provide on-site opening assistance for the co-brand restaurant (Section 3.1 of the Co-Brand Franchise Agreement)
- 7 Provide or post on its franchise website copy of the Operations Manual and those additions and modifications to the Operations Manual as LJS may issue from time to time (Section 3.1 of the Co-Brand Franchise Agreement)

#### Continuing Obligations (Co-Brand Franchise Agreement - LJS Co-Brand Restaurant)

After you have opened your LJS Co-Brand Restaurant, LJS will

- 1 Provide on-site opening assistance for the co-branded restaurant (Section 3.1 of the Co-Brand Franchise Agreement)
- 2 Provide you with the results of research and development on operations, marketing, new products, product improvements, market conditions, competitive activities, packaging, equipment, quality assurance and other areas of research or development that LJS or its affiliates may conduct (Section 3.1 of the Co-Brand Franchise Agreement)

#### Advertising and Promotion

LJS or another party designated by LJS has the right, but not the obligation, to conduct, maintain and administer all national, regional and local advertising (Franchise Agreement Section 7) Under LJS's current standard form of Franchise Agreement, LJS has recognized an independent franchise association composed of Long John Silver's franchisees, the Long John Silver's Franchisee Association (the "Association") LJS will continue to recognize the Association so long

as, among other conditions, the Association is represented by a board of directors or similar body elected by Association members ("Board") and the Association has a standing committee ("Audit Committee") whose purpose, among others, is to audit the books and records pertaining to LJS's advertising programs. LJS agrees to periodically consult with and advise the Board in planning LJS's advertising programs and budget, and the Board acts in an advisory capacity only with respect to these matters. The Board is the only advertising council composed of franchisees. LJS does not have the power to form, change or dissolve the Association or the Board, but LJS may refuse to recognize the Association if it does not meet the criteria in the Franchise Agreement (Franchise Agreement Sections 14 and 7)

LJS does not currently have any advertising cooperatives. The Franchise Agreement does not prohibit LJS from requiring that local cooperatives be formed. It has not been determined whether LJS will require cooperatives to be formed in the future.

LJS and its franchisees who operate Restaurants in a given designated market area ("DMA") may meet to discuss and determine how to budget, allocate and spend certain company and franchise advertising contributions in the DMA's. LJS may conduct these DMA meetings according to informal rules which, among other things, outline quorum and voting procedures.

As presently in operation, LJS's advertising programs are administered by LJS as follows:

1. The media in which LJS's advertising programs may be disseminated include print, radio, television and miscellaneous point of purchase materials and other promotional materials. The media coverage may be national, regional or local in scope. The source of advertising includes LJS's in-house departments and outside agencies.

2. An LJS representative typically consults with you on an ongoing basis, beginning before the Restaurant opening, to seek your input regarding marketing and advertising. LJS franchisees will be required to pay either \$3,000 or \$5,000 as a grand opening marketing contribution for pre-opening and opening advertising services. You will elect either the \$3,000 or the \$5,000 level contribution. During the first year of operation of the Restaurant, LJS may "divert" from your required advertising contributions (see below and Item 6) a matching amount (either \$3,000 or \$5,000) to be used for a grand opening advertising program for the Restaurant approved and administered by LJS (see Item 5).

3. You may conduct, at your separate expense (in addition to the advertising fee described below), advertising in addition to any advertising conducted by LJS. LJS must either prepare those advertising materials or approve them in writing before their use.

4. The Franchise Agreement requires you to pay to LJS an amount equal to 5% of an LJS Restaurant's gross receipts as an advertising fee (See Item 6). Franchisees may, at their option, pay additional advertising monies to LJS. Franchisees operating LJS Express Units or co-branded units may pay a different advertising fee. LJS's current standard form of Franchise Agreement provides that if LJS sells certain products through non-restaurant outlets within a franchisee's Territory, LJS must transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of these items from the outlet to LJS to be used and administered by LJS for advertising and marketing programs. Otherwise, LJS is not obligated to spend any amounts for advertising in the area or territory where any one Franchised Restaurant is located and LJS may choose to spend all of the advertising contributions on national media coverage.

5. Prior to 2009 LJS made advertising expenditures for its company-owned Restaurants in the United States in an amount equal to or greater than the expenditure required of comparable franchised Restaurants. LJS no longer operates any company-owned restaurants.

6 LJS currently administers all of LJS's advertising programs LJS derives revenue from the services provided by it for the advertising program LJS causes the books and records relating to LJS's advertising activities to be audited at least annually LJS's current standard form of Franchise Agreement requires LJS to provide to the Board quarterly profit and loss statements with respect to LJS's marketing programs The Franchise Agreement also allows the Board to cause LJS's books and records to be audited no more frequently than annually, on the condition, among others, that the Board make the audits available to Long John Silver's franchisees upon request (Franchise Agreement Section 7) Any net surplus of advertising fees not spent in the fiscal year in which they accrue are carried over to the next fiscal year

7 In the fiscal year December 22, 2010 through December 28, 2011, the advertising fees collected from LJS's franchisees were spent as follows approximately 3% was spent on in-house administrative and overhead costs, approximately 13% was spent on point of purchase materials production and distribution, television and radio production, approximately 8% was spent on outside advertising agency costs and fees and approximately 76% was spent on the purchase of television and radio airtime, print advertising and direct mail advertising No advertising fees were spent primarily for the solicitation of franchisees

### Computer Systems

LJS has installed and utilized the NCR Advanced Restaurants POS point of sale system ("NCR POS") and the Macromatrix back of house ("Macromatrix BOH") in the majority of its Restaurants The NCR POS and the Macromatrix BOH will be collectively referred to as the "Computer System" in this Disclosure Document The Macromatrix BOH system is used to forecast sales, including related food and labor needs, track employee hours and to fulfill other internal functions The cost of the Computer System is approximately \$20,000-\$28,000 There is a monthly fee for the Macromatrix BOH which is between \$45 and \$50 per month

In the future, additional point of sale systems will be integrated to the Macromatrix BOH These additional point of sale systems will follow the same terms as outlined below and in the Access and Polling Agreement described below

LJS may require that a particular computer or electronic point of sale system, or both, be used at LJS outlets (LJS Franchise Agreement, Section 3.02) and it may require that these systems provide LJS with independent access to data collected on your computer or point of sale systems Restaurants may be required to provide financial metrics such as sales and transactions as well as transaction level detail data derived from each individual guest check Additionally, expenses such as utilities and facility costs may also be required

If you use the Computer System, you must sign the Access and Polling Agreement to allow LJS independent access to certain data collected by its franchisees The Access and Polling Agreement is attached to this Disclosure Document as Exhibit C-4 If you are using the Computer System and you sign the Access and Polling Agreement, then under its terms, LJS will agree that it will not use the data or files on your system for any purpose other than to assist in decisions designed to analyze and/or benefit the LJS System, and that it will not disclose or disseminate any of your system data or files to any third party unless at your request or as required by a LJS-sponsored program These limitations will not prevent LJS from sharing aggregated data from your system without identification of individual franchisee data, with brand-specific franchise organizations, product suppliers or other vendors for the purpose of achieving LJS System benefits Under the Access and Polling Agreement, LJS will also agree that its data collection will not interfere with the operation and administration of your Restaurant

If you use the Computer System, you must sign the LJS Support Services Agreement The LJS Support Services Agreement is Exhibit C-3 to this Disclosure Document Support services under the LJS Support Services Agreement will be performed by LJS The fees for the support

services provided under the LJS Support Services Agreement range from \$1,000-\$1,500 for initial one time charges, and \$1,800-\$2,200 for subsequent annual charges. All fees after the initial one-time charge are due and payable in advance on a monthly basis.

If you desire to receive support services from LJS, then you must have installed the Computer System in your Restaurant. Otherwise, if you do not desire to receive support services from LJS and are not required to use the Computer System, then LJS has no functional or other requirements for the POS or BOH systems in your Restaurant except that it is capable of being polled by an above store system.

If you intend to purchase an existing Restaurant from LJS or another franchisee in an Asset Sale transaction, you must retain the Computer System in your restaurant unless more than 50% of your existing LJS restaurants are not on the Computer System.

If you choose to convert to or build with the Computer System, then

- a) You will be required to lease and use a high speed connection provider where DSL is the primary consideration and cable or other terrestrial connectivity is secondary. This connection is currently provided by Hughes Systems or ISS.
- b) You will be required to use approved hardware, the providers of which are IBM and PAR. The hardware provider is also the primary hardware support provider for your site.
- c) LJS will provide menu management services to you, these services are currently priced at \$400 a year (LJS Support Services Agreement Section Exhibit 2).
- d) You will be required to retain applicable maintenance contracts and remain in good standing with the hardware provider to allow proper support of each system. A franchisee will not be permitted to have LJS support without primary hardware support provided by IBM or PAR.

The Computer System will assist you in order entry, cash out, kitchen production, inventory control, timekeeping and payroll, cash control reports and menu mix reporting. LJS will have the right, upon 24 hours prior notice and during normal operating hours, to access the information on your Computer.

You must keep books and records in a form satisfactory to LJS. You must prepare complete records regarding all sales at your LJS outlet and all financial, operating, marketing and other aspects of your LJS outlet. You must maintain an accounting system that accurately reflects all aspects of the business at your LJS outlet, including books of account, tax returns, daily reports, statements of gross revenues, profit and loss statements and balance sheets. You must also submit to LJS other reports as may be reasonably requested concerning the business conducted at your LJS outlet.

If you contract for LJS support services and if LJS develops enhancements, upgrades, modifications, or additions to the Computer System, you must acquire them on the schedule announced by LJS to ensure your system remains stable and supportable. (LJS Support Services Agreement Section 2.1)

LJS provides software updates/upgrades to System users, as needed, to support business requirements. If you contract for LJS support services, you must install and use any updates/upgrades as published by LJS. No hardware upgrades are required unless necessary for support of the software. You will deal directly with approved equipment vendors for these Computer System upgrades. You must acquire and purchase or lease these upgrades as necessary.

In order to operate the Computer System software, which you license from LJS, you must acquire a variety of hardware components (including but not limited to control processor, memory and storage devices, display units, and printers) in a configuration and of a type approved by LJS. LJS in its sole discretion may change the approved equipment configuration(s) at any time. All of the hardware used with the Computer System must be dedicated solely to the operation of the Computer System. LJS attempts to secure commitments for maintenance of the hardware used with the Computer System from LJS's vendors, affording the same pricing and service levels to franchisees as provided to LJS. LJS receives no payment from vendors of approved equipment or maintenance suppliers.

There will be an initial charge at installation of \$1100 for the NCR POS and \$775 for QSR Automations (kitchen monitor software). The cost for the NCR POS software and additional software applications are invoiced to you on a monthly basis. These software costs are currently \$440 annually, but may be adjusted based on vendor pricing (LJS Support Services Agreement Exhibit 2). A charge between \$45 and \$50 per month will be invoiced for the Macromatix BOH by Macromatix. LJS' cost of maintaining the equipment portion of the Computer System currently varies from \$1000-\$3500 per unit, per year. Your maintenance cost will be similar, depending upon the approved equipment you use, its age, and the maintenance vendor.

### Site Selection

LJS reviews, approves, disapproves or conditionally approves proposed Restaurant sites. You must submit a formal site package for a particular site along with all material and information requested by LJS. In reviewing your proposed site, LJS considers many demographic factors, including the location and neighborhood, nearby businesses and competitive restaurants (including Restaurants), traffic patterns, population patterns and characteristics and other factors. You must be approved as a franchisee before LJS will consider your site. You and LJS will not sign a Franchise Agreement until your site has been approved. There is no time limit for LJS to approve or disapprove your site. If you and LJS cannot agree on a site, then LJS will not grant a franchise to you and you and LJS will not sign a Franchise Agreement.

Typically, the time period between the signing of the Franchise Agreement and the opening of your restaurant ranges between 90 and 180 days. The factors that affect this time period include the ability to obtain a lease, financing or permits, zoning and other ordinances, weather conditions, and the type of Restaurant building to be constructed.

### Operations Manual

The table of contents of LJS's Operations Manual is Exhibit D of this Disclosure Document. As of the date of this Disclosure Document, there are approximately 216 pages in the Operations Manual. The approximate number of pages devoted to each subject is in the table of contents.

### Training – General

1 LJS certifies franchisee owned training units at locations determined by LJS for training you and those of your employees as LJS deems necessary (Franchise Agreement Section 5). Training is currently conducted at franchisee owned restaurants and at meeting facilities such as hotels and/or convention centers at various locations throughout the United States.

2 LJS will provide a pre-opening management training program at locations and for periods of time as LJS designates (Franchise Agreement Section 1). Four managers for an LJS Restaurant and five managers for a Co-Brand Restaurant must be certified by completing training in a certified LJS training restaurant to LJS's satisfaction within 30 days before opening. The franchisee or Above Restaurant Leader must also attend training if they are not a manager. Anyone in a managerial position may attend training. There may be additional fees of approximately \$500 per

week charged for training managers for the Restaurant opening Training is conducted as needed (Franchise Agreement Section 5)

3 LJS may require and provide refresher courses and retraining programs for your executive, managerial, supervisory and other employees as designated by LJS

4 The training program may be taught by any member of the LJS training staff, or other certified LJS franchise operators or trainers The minimum experience of the instructors in the field relevant to the subject taught and to LJS operations is from three months to fifteen years or more

5 There is currently no charge for tuition or registration fees for franchisee training, but such fees may be added in the future You must pay LJS for any training supplies or materials and LJS requires you to compensate or reimburse it for certain labor costs associated with providing training for you These costs range from \$250 to \$5,000 You or your employees must pay any salaries, wages, benefits, meals and travel expenses you or your employees incur during the training process Training for the co-brand operations in LJS Co-Brand Restaurants is provided by the co-brand operator, and you thus may incur additional expenses in connection with that training

Training - Summary

The pre-opening and ongoing training programs currently required by LJS are described below LJS has transitioned to a new Operations training platform Training will vary based on the implementation of this new training platform

**TRAINING PROGRAM PRE-OPENING TRAINING**

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Brand Team Member Training Within 3 Months Prior to Opening	None	240-320 hours	LJS Restaurants operated by franchisees
Brand Management Training Within 3 Months Prior to Opening	None	300-500 hours	LJS Certified Training Restaurants operated by franchisees and at meeting facilities

**ONGOING TRAINING**

Additional training classes may be offered or required for restaurant management teams and above store managers

**ITEM 12**  
**TERRITORY**

Franchise Agreement, LJS Restaurants

Your Franchise Agreement (Exhibit C or C-2 in this Disclosure Document) will authorize you to operate one Restaurant at a specified address Except as described below, LJS will not operate or franchise others to operate a Restaurant within a specified geographic area surrounding your Restaurant ("Territory") LJS determines the Territory in its sole discretion and may base its determination on anticipated customer counts and other factors The Territory will be specified in your Franchise Agreement The Territory is typically a one and one-half mile radius from your Restaurant If your Restaurant is in a convenience and gas store, the Territory is generally a one

mile radius from your Restaurant LJS generally does not grant any protected Territory for Express Units

Your Franchise Agreement will allow LJS to establish franchised and Company-owned Restaurants at the following locations within your Territory on rights-of-way of any limited access highways or toll roads, interior mall locations, airports, campus, educational, industrial or health care institutions, office or business complexes or buildings, military installations, or at athletic arenas, expositions, convention centers, fairs, theme parks or similar facilities or events Your Franchise Agreement will also allow LJS to sell within your Territory, directly or through third parties, products that are the same as, or similar to those sold in Restaurants, using brand names the same as, or similar to, those used in the Restaurants, but those items must be either packaged or bottled and sold for preparation or consumption off the selling premises, and they must not be sold by or through restaurant outlets LJS's current standard form of Franchise Agreement provides that if LJS sells similar products through non-restaurant outlets within a franchisee's Territory, LJS must transfer and contribute on an annual basis an amount equal to one-half of the net income generated by the sales of these items from these outlets to LJS to be used and administered by LJS for advertising and marketing programs (Franchise Agreement Section 1.01) The locations and channels of distribution that LJS may establish or use within your Territory may compete with your Restaurant You will not receive an exclusive territory You may face competition from other franchisees or from other channels of distribution or competitive brands that LJS controls

Your Franchise Agreement is for the specified Restaurant location only You may not relocate your Restaurant without LJS's prior written approval LJS usually does not consider requests for relocation unless the Restaurant has been rendered inoperable by casualty, taken in condemnation proceedings or access to the Restaurant has been reduced by roadway relocations or closings or the Restaurant cannot be used for similar reasons beyond your control LJS may permit a transfer and relocation for economic reasons in its sole discretion

#### Co-Brand Franchise Agreement

The Co-Brand Franchise Agreement will designate a Territory equal to the smaller of a circle created by a 1 ½ mile radius as measured from the center of the Co-Brand LJS Restaurant or a circle measured from the center of the Co-Brand LJS Restaurant within which a population of 30,000 people reside or work The Territory designation will not restrict LJS from developing within your territory express units at so-called "captive audience" locations If, however, LJS develops or grants a license for an express unit in a mass merchandising facility or on a military base within the smaller of a ½-mile radius from or in a circle within which a population of 20,000 people reside or work, then LJS is obligated to forward to you an amount equal to 20% of the net licensing fee for that express unit if your LJS Co-Brand Restaurant is the closest like brand restaurant to that express unit You will not receive an exclusive territory You may face competition from other franchisees, or from other channels of distribution or competitive brands that LJS controls

#### Other Programs

Prior to the issuance date of this Disclosure Document, LJS granted certain LJS Franchisees a 3 mile radius protection against our development of or licensing for co-branded LJS Restaurants or a Restaurant in a convenience and gas store, and LJS will continue to recognize that radius protection

#### Other Information

Your limited territorial rights under the Franchise Agreement are not dependent upon achievement of any certain sales volume, market penetration or other contingency Once LJS assigns a Territory under a Franchise Agreement, that Territory can be modified only by mutual agreement between you and LJS



There are no restrictions on the customers which you or LJS may solicit. Unless you have a development agreement, you will have no options, rights of first refusal, or similar rights to acquire additional franchises in any territory.

Although LJS does not presently do so, it may sell products under the LJS Trademarks within and outside your exclusive trading area through any method of distribution other than a dedicated LJS Restaurant, including, sales through such channels of distribution as the internet, catalog sales, telemarketing or other direct marketing sales (together, "alternate distribution channels"). You may not use alternative distribution channels to make sales outside or inside your exclusive trading area except as described below and you will receive no compensation for our sales through alternate distribution channels except as described below.

If LJS engages in electronic commerce through any internet, world wide web or other computer network site or sells through any other alternative distribution channel, and LJS receives orders for any LJS products or services calling for delivery or performance in your exclusive trading area, LJS will offer the order to you at the price established by LJS. If you choose not to fulfill the order or are unable to do so, then LJS or a third party (including another franchisee) may fulfill the order, and you will not be entitled to any compensation in connection with the sale.

You may solicit or accept orders from customers outside your exclusive trading area but you may not use alternative distribution channels to solicit or fulfill orders.

Although LJS does not presently do so, LJS may use alternative distribution channels to make sales within your exclusive trading area of products or services under trademarks different from the LJS Trademarks you will use under the Franchise Agreement,

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

You will have the right under your Franchise Agreement to operate a Restaurant under the name "Long John Silver's" and using the trademarks, service marks and trade names listed in the Operations Manual and the Agreements ("Proprietary Marks" or "Marks"). If LJS requires you to modify or discontinue use of a Mark for any reason, LJS does not have to compensate you. You may use the Marks only as provided for in the Operations Manual and the Franchise Agreement. LJS may in the future adopt additional trademarks, service marks or trade names, and LJS may modify or delete any of the Marks.

Exhibit E to this Disclosure Document is a list that includes the principal Marks, including "Long John Silver's". LJS has either caused the Marks to be registered with the United States Patent and Trademark Office on the Principal Register or has filed an application for registration that is pending. LJS has caused to be filed all affidavits necessary for registrations and applications. The list in Exhibit E indicates whether a Mark is registered or whether registration is pending and whether any registration has been renewed. All registered Marks are registered on the United States Patent and Trademark Office's Principal Register. LJS has not obtained a registration for any Mark in any State.

You must promptly notify LJS of any claim based upon any attempt by another person to use the Marks or any imitation of the Marks. You are also required to notify LJS promptly if you become aware of any litigation relating to Marks and LJS will have the sole right and duty to defend any action. You must not contest or bring any action against any third party regarding the third party's use of any of the Marks. LJS will have the exclusive right to contest or bring an action and will exercise this right in their sole discretion. LJS is not required to indemnify you in a trademark

action LJS has the right to control any administrative proceedings or litigation involving a trademark licensed by LJS to you

LJS has no knowledge of any infringing uses which could materially affect your use of the Proprietary Marks in this state or the state where the licensed business is to be located. There are no presently effective determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this or any state or any court, nor are there any pending interference, opposition or cancellation proceedings or any pending material litigation involving the Proprietary Marks. LJS does not know of any pending interference, opposition, cancellation proceedings or any pending material litigation affecting or involving the Proprietary Marks or of any agreements which limit the rights of the LJS to use or license the use of the Proprietary Marks

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

LJS does not own any rights in any patents that are material to the LJS franchise. You will receive certain trade secrets and proprietary information in the Operations Manual and through other means. LJS claims copyright protection for the Operations Manual, certain training materials and other proprietary written materials. You are required to maintain the strict confidentiality of that information.

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

You do not have to participate personally in the direct operation of your Restaurant, but LJS strongly recommends direct personal participation. If you are a corporation, limited liability company or partnership, or if you are an individual who will not personally supervise Restaurant operations, you must designate at least one on-premises supervisor ("manager"). The manager, and other of your employees as LJS designates, must successfully complete LJS's training programs (see Item 11). Managers are not required to have any ownership interest in the Restaurant, but you must place restrictions on your managers and other employees to make sure they do not disclose or misuse the proprietary information contained in the Operations Manual or otherwise communicated to you by LJS.

If you are a corporation, limited liability company or limited partnership, then all general partners and all owners of a 10% or greater interest must sign a Personal Guaranty that guarantees payment and performance of your obligations to LJS. In community property states (which does not include Maryland), LJS may require the spouse of any individual franchisee or any 10% or more interest holder to sign a Personal Guaranty. If you sign a Franchise Agreement for an LJS Restaurant, you and certain other owners of your franchise entity must sign a Confidentiality and Noncompetition Agreement. Under the Confidentiality and Noncompetition Agreement, you must not directly or indirectly own, maintain, engage in, or have any interest in any restaurant or food service business if the gross sales of seafood of that business is likely to constitute 20% or more of the total gross sales or if the business sells any battered seafood product (1) during the term of the Franchise Agreement, or (2) for a period of one year after the expiration or termination of the Franchise Agreement, if the competitive business is located within a one-and one-half mile radius of the Restaurant.

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

You may sell only those food and beverage products that LJS designates in the Operations Manual and meet the standards contained in the Operations Manual. There are no limitations on LJS's right to modify the product standards and the approved menu. If you want to sell any food products or beverages not authorized in the Operations Manual, you must first request LJS's approval, which LJS may grant or deny in its sole discretion. You do not have the right to sell products or services under the Long John Silver's name anywhere except the location specified in the Franchise Agreement. There are no restrictions on the customers you may serve.

LJS may, under certain limited circumstances, authorize the sale of approved menu products for special or short term programs or authorize the introductory sale of newly-approved menu products, either on a short term or permanent basis. LJS may deny your participation in these special, short term or introductory offers of menu items if you are not in good standing or if you do not agree to comply with the conditions of the program or offer.

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

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

**THE FRANCHISE RELATIONSHIP**

**Franchise Agreement - LJS Restaurant**

PROVISION	SECTION IN AGREEMENT	SUMMARY
a Length of the agreement	Section 2 01 and 2 02	Generally 20 years – with two five-year options or concurrent with lease term not to exceed a total of 30 years
b Renewal or extension of the term	Section 2 03	Generally two five-year options if you are in good standing and comply with renewal conditions
c Requirements for you to renew or extend	Section 2 03	You must (a) give LJS written notice (b) not be in default (c) satisfy all monetary obligations (d) provide financial information as requested (e) sign LJS's then current standard form renewal franchise agreement (f) sign a general release (g) provide evidence satisfactory to LJS that you have the right to remain in possession of the Restaurant for the duration of the renewal term and (h) complete, or provide for, the renovation and modernization of the Restaurant and Restaurant premises as LJS may reasonably require. You may be asked to sign a contract with materially different terms and conditions than your original contract.
d Termination by you	Sections 3 01	You have option to terminate if Restaurant is untenable by fire or other casualty within two years prior to the date of expiration. You have the right to terminate and seek a refund of the initial fee under certain circumstances and conditions if you cannot locate a suitable site for the Restaurant.
e Termination by LJS without cause	Not Applicable	Not Applicable
f Termination by LJS with cause	Section 11 01	LJS can terminate if you default

PROVISION	SECTION IN AGREEMENT	SUMMARY
g "Cause" defined - defaults which can be cured	Sections 11 01(b) and 11 01(c)	(1) If you fail, refuse or neglect to adhere to the standards and specifications in the Operations Manual and otherwise adopted by LJS from time to time, (2) if you or any of your affiliates fail, refuse or neglect to pay promptly when due any amounts owed to LJS or any of its affiliates, (3) if you fail, refuse or neglect to submit to LJS any financial or other information required, (4) if you fail, refuse or neglect to obtain LJS's prior written approval or consent as required, (5) if you fail, refuse or neglect to observe the conditions governing the sale of beer or wine set out in Section 5 of the Franchise Agreement, (6) if you fail, refuse or neglect to observe any other obligations under the Franchise Agreement or to carry out the terms of the Franchise in good faith
h "Cause" defined - non-curable defaults	Section 11 01(a)	(1) If you become insolvent or make general assignment for the benefit of creditors, (2) if you are adjudicated bankrupt, (3) if a final judgment against you remains unsatisfied for 30 days or longer, (4) if execution is levied against your business or property to foreclose any lien against the assets of the Restaurant, (5) if you fail for any reason to have opened the franchised Restaurant for business within one year from the date of the Franchise Agreement, or if you cease to operate or otherwise abandon or forfeit the legal right to transact business at the Restaurant, (6) if you are convicted of a felony, (7) if you transfer any rights or obligations arising under the Franchise Agreement to any third party without LJS's prior written consent, (8) if you misuse or make any unauthorized use of the Proprietary Marks (9) if you disclose to a third party any proprietary information or confidential information, (10) if default under the Franchise Agreement after three or more notices of default have been sent to you, (11) if you make any material misrepresentation to LJS in any information or report provided prior to or during the term of the Franchise Agreement, (12) if you fail to repair or restore the Restaurant to its former condition within six months of its being damaged or rendered totally or partially untenable by fire or other casualty
i Your obligations on termination/nonrenewal	Section 11 02	You must promptly pay to LJS and subsidiaries all sums owed to them You must immediately cease to use any proprietary information or other trade secrets and must not use them after that You must, on or before the effective date of termination or expiration (i) remove from the franchised premises all signs, emblems and displays identifying it as being associated with the Company and (ii) cease to use and return to the Company all copies of the Operations Manual LJS has an option to purchase In certain circumstances following a default under the Franchise Agreement, you must pay to the Company in lump sum as liquidated damages an amount equal to the Restaurant's net sales for the 12 month period immediately preceding the termination multiplied by a factor equal to two times the royalty rate
j Assignment of contract by LJS	Section 13 01	No restrictions on LJS's right to assign
k "Transfer" by you – definition	Section 13 02	Includes transfer of Franchise Agreement, or ownership in business entity
l LJS's approval of transfer by franchisee	Section 13 02	LJS has the absolute right to approve all transfers LJS will not unreasonably withhold its consent to any assignment if certain conditions are met

<b>PROVISION</b>	<b>SECTION IN AGREEMENT</b>	<b>SUMMARY</b>
m Conditions for LJS's approval of Transfer	Section 13 02	Written transfer request notice required You cannot be in default, all monetary obligations must be satisfied, and you must sign a general release Assignee (new franchisee) must meet character, financial and managerial requirements, sign current standard form franchise agreement Assignee and/or its employees must complete LJS training A transfer fee is charged
n LJS's right of first refusal to acquire your business	Section 13 02(g) Section 11 03	LJS has the right to match any bona fide offer for your interest in the Franchise Agreement, assets or ownership interest (Section 13 02 (g)) or any offer for the assets and business comprising the Restaurant (Section 11 03)
o LJS's option to purchase your business	Section 11 03	Upon termination or expiration, LJS will have the option to purchase land, building, leasehold estate and improvements, any patented, special or unique items of LJS restaurant equipment at fair market value
p Your death or disability	Section 13 02(f)	Upon your death, your personal representative may sell or transfer your interest to a third party, subject to conditions in the Franchise Agreement If no offer to sell is made and your rights are distributable to heirs, then provided heirs qualify, LJS will approve transfer The personal representative may transfer the affected interest in franchisee to a third party, subject to the conditions in the Franchise Agreement for any other transfer
q Non-competition covenants during the term of the franchise	Section 12 02	Except as otherwise approved in writing by LJS, during the term of the Franchise Agreement, you may not own, engage in, or have any interest in any restaurant or food service business if (i) the gross sales of seafood of that restaurant or business constitute or are likely to constitute 20% or more of all sales of the restaurant or business, or (ii) the restaurant or business sells any battered seafood product in a quick service or "fast food" format
r Non-competition covenants after the franchise is terminated or expires	Section 12 02(c)	For a period of one year after the expiration or termination, you may not own, maintain, engage in, or have any interest in any restaurant or business engaged in food service, which is located within one and one-half miles of the franchised restaurant if the gross sales of seafood of the restaurant are likely to constitute twenty percent (20%) of all sales, or if the restaurant sells any battered seafood product in a quick service or "fast food" format, except as otherwise approved in writing by LJS
s Modification of the agreement	Section 15 09(d)	No amendment, change or variance from the Franchise Agreement will be binding on either party unless mutually agreed to by the parties and signed in writing
t Integration/merger clause	Section 15 06	Only the terms of the Franchise Agreement and listed additional agreements are binding (subject to state law) Any representations or promises outside of the disclosure document, Franchise Agreement and listed additional agreements may not be enforceable
u Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v Choice of forum	Section 15 02	Litigation to be brought in Jefferson County, KY (subject to state law - see state specific addenda to Franchise Agreement and Disclosure Document)
w Choice of law	Section 15 02	KY law applies (subject to state law—see state specific addenda to Franchise Agreement and Disclosure Document)

Co-Brand Franchise Agreement - LJS Co-Brand Restaurant

PROVISION	SECTION IN CO-BRAND FRANCHISE AGREEMENT	SUMMARY
a Length of the agreement	Section 1 1	Term is equivalent to base term (if the Co-Branded Restaurant is a new restaurant) or remaining term (if the Co-Branded Restaurant is a conversion of an existing restaurant) under the franchise agreement for the other branded concept
b Renewal or extension of the term	Sections 1 1 and 10	Extensions equivalent to those granted under the franchise agreement for the other branded concept
c Requirements for you to renew or extend	Section 1 1 and 10	You must (a) give written notice (b) must not be in default (c) shall have satisfied all monetary obligations (d) execute LJS's then current standard form co-brand franchise agreement and execute personal guarantees (e) execute a general release (f) present evidence satisfactory to LJS that you have the right to remain in possession of the Co-Branded Restaurant premises for the duration of the renewal term (g) complete, or provide for, such renovation and modernization of the Co-Branded Restaurant as LJS may reasonably require (h) provide LJS with such financial and other information as requested You may be asked to sign a contract with materially different terms and conditions than your original Agreement
d Termination by you	Section 11 3	You may terminate at any time on 60 days' prior written notice providing that you comply with post-termination covenants
e Termination by LJS without "cause"	Not Applicable	Not Applicable
f Termination by LJS with "cause"	Section 11 1	LJS may terminate if you default under the Co-Brand Franchise Agreement or any other agreement with LJS or any LJS affiliate
g "Cause" defined – curable defaults	Section 11 2	You have 30 days to cure defaults not listed in paragraph (h) below
h "Cause" defined – non-curable defaults	Section 11 1	Non-curable defaults include intentional falsification of records, unapproved transfer or assignment, termination of franchise agreement for other branded concept, abandonment, repeated defaults, and filing of bankruptcy (termination upon bankruptcy may not be enforceable under Federal Bankruptcy law)
i Your obligations on termination/non-renewal	Sections 11 5, 11 6, 11 7, 11 8 and 11 9	Obligations include de-identification, return of Operations Manual and payment of sums due LJS
j Assignment of Agreement by LJS	Section 8 2	Agreement is freely assignable by LJS
k "Transfer" by you – defined	Section 8 4	Not Applicable
l LJS's approval of transfer by you	Section 8 1 and 8 4	LJS's approval required, otherwise governed by franchise agreement for other branded concept
m Conditions of LJS's approval of transfer	Section 8 4	Not Applicable
n LJS's right of first refusal to acquire your business	Section 8 1	Governed by franchise agreement for other branded concept
o LJS's option to purchase your business	Section 8 1	Governed by franchise agreement for other branded concept
p Your death or disability	Not Applicable	Not Applicable
q Non-competition covenants during the term of the license	Section 7	See Competitive Activities Policy attached to Co-Brand Franchise Agreement

PROVISION	SECTION IN CO-BRAND FRANCHISE AGREEMENT	SUMMARY
r Non-competition covenants after the license is terminated or expires	Not Applicable	Not Applicable
s Modification of License Agreement	Section 15 14	No amendment to Agreement binding unless signed by parties in writing
t Integration/merger clause	Section 15 8	Only the terms of the Co-Brand Franchise Agreement and listed additional agreements are binding (subject to state law) Any representations or promises outside of the disclosure document, Co-Brand Franchise Agreement and listed additional agreements may not be enforceable
u Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v Choice of forum	Section 14 1	Litigation must be filed in Kentucky
w Choice of law	Section 14 1	Kentucky law governs

### LJS Support Services Agreement

Provision	Section in LJS Support Services Agreement	Summary
(a) Length of the agreement	3	Until the first January 1 date following the effective date of the Agreement
(b) Renewal or extension of the term	3	Annual automatic renewal unless terminated
(c) Requirements for you to renew or extend	Not Applicable	Not Applicable
(d) Termination by you	3 1	You may terminate the Agreement upon 90 days prior written notice to LJS
(e) Termination by LJS without cause	3 2	LJS elects to discontinue the service system wide, LJS may cease service six months after written notice
(f) Termination by LJS with cause	2 2, 3 3 and 4 3	LJS may terminate the Agreement upon 10 days prior written notice if you use the service unreasonably or for locations not described in the Agreement, or within 30 of written notice if you fail to make payments as required, or if you default on payment of fees under maintenance contracts or change the terms of the maintenance without LJS approval
(g) "Cause" defined -defaults which can be cured	Not Applicable	Not Applicable
(h) "Cause" defined - non-curable defaults	Not Applicable	Not Applicable
(i) Your obligations on termination/ nonrenewal	8 2	You are responsible to pay LJS for all services performed prior to the date of termination
(j) Assignment of contract by LJS	9 6	LJS may assign to commonly owned affiliates
(k) "Transfer" by you	9 6	You may not assign without the written consent of LJS, which consent must not be unreasonably withheld
(l) LJS's approval of transfer by you	Not Applicable	Not Applicable
(m) Condition for LJS's approval of transfer	Not Applicable	Not Applicable

(n) LJS's right of first refusal to acquire your business	Not Applicable	Not Applicable
(o) LJS'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 license	Not Applicable	Not Applicable
(r) Non-competition covenants after the license is terminated or expires	Not Applicable	Not Applicable
(s) Modification of the Agreement	9 5	May be amended only by written instrument signed by you and LJS
(t) Integration/merger clause	9 5	Only the terms of the LJS Support Services Agreement and listed additional agreements are binding (subject to state law) Any representations or promises outside of the disclosure document, LJS Support Services Agreement and listed additional agreements may not be enforceable
(u) Dispute resolution by arbitration or mediation	9 2	The parties agree to resolve any dispute arising out of this Agreement, through binding confidential arbitration conducted in Louisville, Kentucky, in accordance with the Commercial Arbitration rules of the American Arbitration Association
(v) Choice of forum	Not Applicable	Not Applicable
(w) Choice of law	9 2	KY law applies (subject to state law - see state specific addenda to Franchise Agreement and Disclosure Document)

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

LJS does not use any public figure to promote its 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 and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Franchise Administration Department at 9505 Williamsburg Plaza, Suite 300, Louisville, KY 40222, (502)815-6100, the Federal Trade Commission, and the appropriate state regulatory agencies.



**ITEM 20**  
**OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1				
LJS Systemwide Outlet Summary				
For Years 2009 to 2011				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2009	1,320	1,315	-5
	2010	1,315	1,295	-20
	2011	1,295	1,328	+33
Company-Owned	2009	137	109	-28
	2010	109	86	-23
	2011	86	0	-86
Total Outlets	2009	1,457	1,424	-33
	2010	1,424	1,381	-43
	2011	1,381	1,328	-53

Table No. 2		
Transfers of LJS Franchised Outlets to New Owners (Other than the Franchisor)		
For Years 2009 to 2011		
State	Year	Number of Transfers
Alabama	2009	0
	2010	1
	2011	0
Alaska	2009	0
	2010	0
	2011	0
Arizona	2009	0
	2010	0
	2011	0
Arkansas	2009	0
	2010	0
	2011	0
California	2009	6
	2010	0
	2011	22
Colorado	2009	0
	2010	0
	2011	0
Connecticut	2009	0
	2010	0
	2011	0
Florida	2009	0
	2010	0
	2011	2
Georgia	2009	7
	2010	0
	2011	0
Hawaii	2009	0
	2010	0
	2011	0

Illinois	2009	0
	2010	0
	2011	0
Indiana	2009	0
	2010	1
	2011	0
Iowa	2009	3
	2010	0
	2011	0
Kansas	2009	0
	2010	1
	2011	0
Kentucky	2009	2
	2010	0
	2011	0
Louisiana	2009	0
	2010	0
	2011	0
Maryland	2009	0
	2010	0
	2011	0
Massachusetts	2009	0
	2010	0
	2011	0
Michigan	2009	0
	2010	0
	2011	0
Minnesota	2009	0
	2010	1
	2011	0
Mississippi	2009	0
	2010	0
	2011	0
Missouri	2009	0
	2010	10
	2011	1
Nebraska	2009	0
	2010	0
	2011	2
Nevada	2009	0
	2010	0
	2011	0
New Jersey	2009	0
	2010	0
	2011	0
New Mexico	2009	0
	2010	0
	2011	0
New York	2009	0
	2010	0
	2011	0
North Carolina	2009	0

	2010	0
	2011	0
North Dakota	2009	0
	2010	0
	2011	0
Ohio	2009	0
	2010	0
	2011	0
Oklahoma	2009	0
	2010	0
	2011	1
Oregon	2009	0
	2010	0
	2011	0
Pennsylvania	2009	0
	2010	0
	2011	0
South Carolina	2009	0
	2010	0
	2011	0
South Dakota	2009	0
	2010	0
	2011	0
Tennessee	2009	0
	2010	10
	2011	0
Texas	2009	1
	2010	2
	2011	4
Utah	2009	0
	2010	0
	2011	0
Virginia	2009	0
	2010	0
	2011	0
Washington	2009	0
	2010	0
	2011	0
West Virginia	2009	0
	2010	0
	2011	0
Wisconsin	2009	0
	2010	1
	2011	0
Wyoming	2009	0
	2010	0
	2011	0
<b>TOTALS</b>	2009	<b>19</b>
	2010	<b>27</b>
	2011	<b>32</b>

**Table No. 3**

**Status of LJS Franchised Outlets**

**For Years 2009 to 2011**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of Year
Alabama	2009	11	0	1				10
	2010	10	1	3				8
	2011	8	0	0				8
Alaska	2009	1	0	0				1
	2010	1	0	0				1
	2011	1	0	0				1
Arizona	2009	36	0	1			1	34
	2010	34	0	2				32
	2011	32	4	6				30
Arkansas	2009	19	0	2				17
	2010	17	0	0				17
	2011	17	0	0				17
California	2009	60	4	4				60
	2010	60	1	0				61
	2011	61	12	3			2	68
Colorado	2009	16	3	1				18
	2010	18	0	0				18
	2011	18	0	0				18
Connecticut	2009	0	0	0				0
	2010	0	0	0				0
	2011	0	2	0				2
Florida	2009	47	4	1				50
	2010	50	5	3				52
	2011	52	11	5				58
Georgia	2009	39	0	3			1	35
	2010	35	0	1				34
	2011	34	4	1				37
Hawaii	2009	1	0	0				1
	2010	1	0	0				1
	2011	1	0	0				1
Idaho	2009	2	0	0				2
	2010	2	0	0				2
	2011	2	0	0				2
Illinois	2009	72	1	2				71
	2010	71	0	1				70
	2011	70	4	4			1	69
Indiana	2009	99	0	2				97
	2010	97	1	1				97
	2011	97	0	0			1	96
Iowa	2009	27	1	0				28
	2010	28	0	0				28
	2011	28	0	2				26
Kansas	2009	37	1	2				36

	2010	36	1	1				36
	2011	36	1	0			1	36
Kentucky	2009	85	1	2			1	83
	2010	83	1	1			1	82
	2011	82	4	5				81
Louisiana	2009	6	0	1				5
	2010	5	0	0				5
	2011	5	0	0				5
Maryland	2009	8	3	0				11
	2010	11	0	0				11
	2011	11	1	0				12
Massachusetts	2009	1	0	1				0
	2010	0	0	0				0
	2011	0	1	0				1
Michigan	2009	40	0	2				38
	2010	38	1	0			1	38
	2011	38	0	3				35
Minnesota	2009	9	0	0				9
	2010	9	0	1				8
	2011	8	0	0				8
Mississippi	2009	8	0	2				6
	2010	6	0	0				6
	2011	6	0	0				6
Missouri	2009	53	0	0				53
	2010	53	0	0				53
	2011	53	2	4			1	50
Nebraska	2009	17	0	0				17
	2010	17	0	0				17
	2011	17	0	0			1	16
Nevada	2009	13	0	1				12
	2010	12	0	0				12
	2011	12	2	0				14
New Hampshire	2009	0	0	0				0
	2010	0	0	0				0
	2011	0	2	0			0	2
New Jersey	2009	4	2	0				6
	2010	6	0	0				6
	2011	6	0	0				6
New Mexico	2009	19	0	1				18
	2010	18	0	1				17
	2011	17	0	0			1	16
New York	2009	4	13	0				17
	2010	17	0	2				15
	2011	15	1	6				10
North Carolina	2009	24	2	1				25
	2010	25	0	2				23
	2011	23	1	0			1	23
North Dakota	2009	2	0	0				2
	2010	2	0	1				1
	2011	1	0	0				1
Ohio	2009	105	0	1				104
	2010	104	0	1			1	102

	2011	102	10	0				112
Oklahoma	2009	41	1	0				42
	2010	42	1	0				43
	2011	43	0	0				43
Oregon	2009	8	0	2				6
	2010	6	0	0				6
	2011	6	0	2				4
Pennsylvania	2009	66	1	1				66
	2010	66	0	1				65
	2011	65	0	0				65
South Carolina	2009	16	0	0				16
	2010	16	0	3				13
	2011	13	0	0				13
South Dakota	2009	5	0	0				5
	2010	5	0	0				5
	2011	5	0	2				3
Tennessee	2009	63	1	1		2		61
	2010	61	2	4				59
	2011	59	0	1				58
Texas	2009	154	2	6		2		148
	2010	148	4	5				147
	2011	147	20	2				165
Utah	2009	0	0	0				0
	2010	0	0	0				0
	2011	0	0	0				0
Virginia	2009	55	1	0				56
	2010	56	0	1				55
	2011	55	6	2		2		57
Washington	2009	5	2	0				7
	2010	7	0	0				7
	2011	7	0	0				7
West Virginia	2009	33	0	0				33
	2010	33	1	1				33
	2011	33	1	0				34
Wisconsin	2009	6	0	0				6
	2010	6	0	0				6
	2011	6	3	0				9
Wyoming	2009	3	0	0				3
	2010	3	0	0				3
	2011	3	0	0				3
<b>TOTALS</b>	<b>2009</b>	<b>1,320</b>	<b>43</b>	<b>41</b>		<b>7</b>		<b>1,315</b>
	<b>2010</b>	<b>1,315</b>	<b>19</b>	<b>36</b>		<b>3</b>		<b>1,295</b>
	<b>2011</b>	<b>1,295</b>	<b>92</b>	<b>48</b>		<b>11</b>		<b>1,328</b>

**Table No. 4**

**Status of LJS Company Outlets**

**For Years 2009 to 2011**

<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Outlets Reacquired from Franchisee</b>	<b>Outlets Closed</b>	<b>Outlets Sold to Franchisee</b>	<b>Outlets at End of Year</b>
Arizona	2009	4	0		0	0	4
	2010	4	0		0	0	4
	2011	4	0		4	0	0
California	2009	17	0		3	1	13
	2010	13	0		2	0	11
	2011	11	0		6	5	0
Connecticut	2009	2	0		0	0	2
	2010	2	0		0	0	2
	2011	2	0		2	0	0
Florida	2009	22	0		1	4	17
	2010	17	0		1	5	11
	2011	11	0		11	0	0
Georgia	2009	7	0		3	0	4
	2010	4	0		0	0	4
	2011	4	0		3	1	0
Illinois	2009	14	0		0	0	14
	2010	14	0		11	0	3
	2011	3	0		3	0	0
Kentucky	2009	4	0		0	0	4
	2010	4	0		0	0	4
	2011	4	0		2	2	0
Maryland	2009	1	0		0	0	1
	2010	1	0		0	0	1
	2011	1	0		1	0	0
Massachusetts	2009	2	0		1	0	1
	2010	1	0		0	0	1
	2011	1	0		1	0	0
Michigan	2009	1	0		0	0	1
	2010	1	0		1	0	0
	2011	0	0		0	0	0
Missouri	2009	2	0		0	0	2
	2010	2	0		0	0	2
	2011	2	0		2	0	0
Nevada	2009	2	0		0	0	2
	2010	2	0		0	0	2
	2011	2	0		2	0	0
New Hampshire	2009	2	0		0	0	2
	2010	2	0		0	0	2
	2011	2	0		2	0	0
New York	2009	14	0		1	12	1
	2010	1	0		0	0	1
	2011	1	0		0	1	0
North Carolina	2009	2	0		1	0	1
	2010	1	0		0	0	1
	2011	1	0		0	1	0
Ohio	2009	9	0		0	0	9
	2010	9	0		1	0	8
	2011	8	0		8	0	0
Pennsylvania	2009	1	0		1	0	0
	2010	0	0		0	0	0

	2011	0	0		0	0	0
Texas	2009	22	0		0	0	22
	2010	22	0		0	2	20
	2011	20	0		7	13	0
Virginia	2009	5	0		0	0	5
	2010	5	0		0	0	5
	2011	5	0		5	0	0
West Virginia	2009	1	0		0	0	1
	2010	1	0		0	0	1
	2011	1	0		1	0	0
Wisconsin	2009	3	0		0	0	3
	2010	3	0		0	0	3
	2011	3	0		3	0	0
<b>TOTALS</b>	<b>2009</b>	<b>137</b>	<b>0</b>		<b>11</b>	<b>17</b>	<b>109</b>
	<b>2010</b>	<b>109</b>	<b>0</b>		<b>16</b>	<b>7</b>	<b>86</b>
	<b>2011</b>	<b>86</b>	<b>0</b>		<b>63</b>	<b>23</b>	<b>0</b>

**Table No. 5  
Projected Openings as of December 28, 2011**

<b>STATE</b>	<b>FRANCHISE AGREEMENTS SIGNED BUT STORE NOT OPEN</b>	<b>PROJECTED NEW FRANCHISE STORES IN THE NEXT FISCAL YEAR</b>	<b>PROJECTED NEW COMPANY OWNED STORES IN NEXT FISCAL YEAR</b>
Alabama			
Arizona			
Arkansas			
California			
Colorado			
Connecticut			
Florida			
Georgia	3		
Idaho			
Illinois			
Indiana			
Iowa		1	
Kansas			
Kentucky			
Louisiana			
Maryland			
Massachusetts			
Michigan			
Minnesota		1	
Mississippi			
Missouri			
Montana			
Nebraska			
Nevada			
New Hampshire			
New Jersey			
New Mexico			
New York			
North Carolina			
North Dakota			
Ohio	3		
Oklahoma			
Oregon			



STATE	FRANCHISE AGREEMENTS SIGNED BUT STORE NOT OPEN	PROJECTED NEW FRANCHISE STORES IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY OWNED STORES IN NEXT FISCAL YEAR
Pennsylvania		2	
Rhode Island			
South Carolina			
South Dakota			
Tennessee			
Texas	1	1	
Utah			
Virginia		2	
Washington			
West Virginia			
Wisconsin			
Wyoming			
<b>Grand Totals</b>	<b>7</b>	<b>7</b>	<b>0</b>

**Franchisees Who Signed Franchise Agreements  
But Had Not Yet Opened as of Fiscal Year End December 28, 2011**

<b>Name</b>	<b>Address</b>	<b>City, State</b>	<b>Business Phone</b>	<b>E-mail</b>	<b>Store Location</b>
Bob Jenkins	1111 Gateway Service Park Rd	Morristown, TN	423/587-0690	bjenk52607@aol.com	N Canton, OH
Bob Jenkins	1111 Gateway Service Park Rd	Morristown, TN	423/587-0690	bjenk52607@aol.com	Louisville, OH
Bob Jenkins	1111 Gateway Service Park Rd	Morristown, TN	423/587-0690	bjenk52607@aol.com	Youngstown, OH
Fazel Rahmani	4100 Spring Valley #515 F	Dallas, TX	972/931-8200	fazel rahmani@protonprc.com	Arlington, TX
Patrick Mulkey	3885 Crestwood Pkwy, #175	Duluth, GA	770/921-7065	pmulkey@atlantamexicanfoods.com	Lithonia, GA
Patrick Mulkey	3885 Crestwood Pkwy, #175	Duluth, GA	770/921-7065	pmulkey@atlantamexicanfoods.com	Acworth, GA
Patrick Mulkey	3885 Crestwood Pkwy, #175	Duluth, GA	770/921-7065	pmulkey@atlantamexicanfoods.com	Woodstock, GA

Exhibit H-1 lists, to the extent known, the name, address, telephone number, email address, and Web address of each trademark-specific franchisee organization associated with the franchise system being offered, which we have created, sponsored, or endorsed by the franchisor

Exhibit H-2 lists, to the extent known, the name, address, telephone number, email address, and Web address of each trademark-specific independent franchisee organizations that have asked to be included in this Disclosure Document

During the last three fiscal years, LJS has not signed any confidentiality clauses with a current or former franchisee in a Franchise Agreement, settlement agreement or any other contract restricting their ability to speak to you openly about their experience with LJS

The following chart lists the name, city and state, and current business telephone number or last known home telephone number of every LJS franchisee who has had its Franchise terminated or canceled (whether by mutual consent or otherwise), not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, December 22, 2010 to December 28, 2011 (or who has not communicated with LJS within 10 weeks of the issuance date of this Disclosure Document) If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system

Store #	City	St	Franchisee			
G325005	Cottonwood	AZ	Gary Stewart	Las Vegas	NV	702/579-7000
7459	Tucson	AZ	John Willingham	Tucson	AZ	520/760-1425
7555	Tucson	AZ	John Willingham	Tucson	AZ	520/760-1425
7606	Tucson	AZ	John Willingham	Tucson	AZ	520/760-1425
7705	Tucson	AZ	John Willingham	Tucson	AZ	520/760-1425
7919	Tucson	AZ	John Willingham	Tucson	AZ	520/760-1425
8028	Anderson	CA	Robert Harris	Anderson	CA	530/378-2703
31153	Baldwin Park	CA	Ismail Kazi	Cerritos	CA	562/865-7020
31254	Corona	CA	Idrees Malik	Yorba Linda	CA	714/777-3676
31151	Costa Mesa	CA	Ismail Kazi	Cerritos	CA	562/865-7020
31343	Fresno	CA	Tabassum Mumtaz	Plano	TX	707/486-7274
8227	Marianna	FL	Charles Nailen	Dothan	AL	334/793-0083
31188	Naples	FL	Fred Kermani	Naples	FL	239/659-1447
J120079	Orlando	FL	Al Luihn	Morrisville	NC	919/850-0558
31425	Tampa	FL	J Robles	Weston	FL	954/317-2555
024575	Venice	FL	Nick Peters	Martinez	GA	706/855-6395
8392	Brunswick	GA	Inman Hodges	Statesboro	GA	912/764-9991
7689	Mason City	IA	Mark Levitt	Urbandale	IA	515/252-1742
7687	Newton	IA	Mark Levitt	Urbandale	IA	515/252-1742
023348	Carbondale	IL	Sean A Tuohy	Memphis	TN	901/681-9778
8376	Godfrey	IL	Curtis Burkemper	Bowling Green	MO	573/324-2140
7189	Lincoln	IL	Frank Cain	Lexington	KY	859/254-0054
7187	Springfield	IL	Frank Cain	Lexington	KY	859/254-0054
7366	Taylorville	IL	Frank Cain	Lexington	KY	859/254-0054
7810	West Lafayette	IN	Ron Switzer	Marion	IN	859/223-5353
31626	Overland Park	KS	Brian Johnson	Noonan	ND	306/637-3315
7184	Carrollton	KY	James Shoffner	Middlesboro	KY	606/248-8352
8023	Columbia	KY	Benge Johnson	Russell Springs	KY	270/866-3044
7104	Louisville	KY	Charles Hertzman	Louisville	KY	502/895-4265
7238	Louisville	KY	Frank Kapfhammer	Louisville	KY	502/261-8002
7193	Louisville	KY	Sherra Kapfhammer	Louisville	KY	502/550-4858
H730214	Detroit	MI	Zubair Kazi	Studio City	CA	818/980-1185
F500003	Houghton	MI	Timothy Kolbicz	Houghton	MI	906/523-1033
8245	Lennon	MI	Farouk Sitto	Lennon	MI	810/621-4200

023482	Ellisville	MO	Sean A Tuohy	Memphis	TN	901/681-9778
023475	Florissant	MO	Sean A Tuohy	Memphis	TN	901/681-9778
023484	Saint Charles	MO	Sean A Tuohy	Memphis	TN	901/681-9778
023477	St Louis	MO	Sean A Tuohy	Memphis	TN	901/681-9778
023480	St Louis	MO	Sean A Tuohy	Memphis	TN	901/681-9778
31176	Statesville	NC	Suresh Patel	Martinsville	VA	276/647-3941
31143	Omaha	NE	Brian Johnson	Noonan	ND	306/637-3315
7922	Albuquerque	NM	Hal McCoy	Wichita	KS	316/634-1190
26362	Albany	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
26353	Amsterdam	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
26365	Oneonta	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
26352	Schenectady	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
26363	Schenectady	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
26350	Troy	NY	Wayne Lobdell	Traverse City	MI	231/941-5052
002403	Hillsboro	OR	Tom Cook	Vancouver	WA	360/694-7855
31042	Klamath Falls	OR	Todd Stewart	Klamath Falls	OR	541/273-4639
C750041	Aberdeen	SD	Todd Stewart	Klamath Falls	OR	541/273-4639
C750044	Watertown	SD	Todd Stewart	Klamath Falls	OR	541/273-4639
023357	Lexington	TN	Fand Rostompaur	Clarksville	TN	931/216-8655
31284	El Paso	TX	Kenneth Durrett	Jacksonville	TX	903/586-4241
H718001	Lindale	TX	Mohammed Hanif	Lindale	TX	832/607-6454
31260	Charlottesville	VA	Bob Jenkins	Talbott	TN	423/587-0690
31596	Lexington	VA	Bob Jenkins	Talbott	TN	423/587-0690
7409	Virginia Beach	VA	William Brewer	Virginia Beach	VA	757/497-8761
31765	Woodbridge	VA	Sidney Wormsby	Brooklyn	NY	718/791-8707

The following is a list of the names, addresses and telephone numbers of all of LJS's franchisees as of December 28, 2011

LIST OF FRANCHISE RESTAURANTS BY STATE - SINGLE STORE						
December 28, 2011						
Store	Restaurant Address	City	State	Zip	Phone	
<b>ALABAMA</b>						
	<b>Jimoco, Inc. - Jimmy Moreland</b>					
	<b>1419 Leighton Avenue, Suite F</b>					
	<b>Anniston, AL 36207</b>					
7083	3518 Ross Clark Cir NW	Dothan	AL	36301	334 792-3268	
7215	3730 Norman Bridge Rd	Montgomery	AL	36105	334 281-9756	
	<b>Sahn Foods, Inc - Adel El-Sahn</b>					
	<b>4444 Canoga Drive</b>					
	<b>Woodland Hills, CA 91364</b>					
31422	631 Quintard Avenue	Anniston	AL	36201	256 237-6360	
	<b>Mt Lake Food Group, LLC - Hoss Kazeroonian</b>					
	<b>61 Payne Circle</b>					
	<b>Scottsboro, AL 35769</b>					
31867	24557 John T Reid Pkwy	Scottsboro	AL	35768	256/912-0400	
<b>TOTAL 4</b>						
<b>ARIZONA</b>						
	<b>Nellis Seafood, L.C. - Richard Levitt</b>					
	<b>6200 Aurora Avenue, Suite 310 W</b>					
	<b>Urbandale, IA 50322</b>					
31364	80 W Warner Rd	Chandler	AZ	85225-3404	480-821-9966	

7995	313 South Power Road	Mesa	AZ	85208	480 807-4893
7816	3428 W Northern Ave	Phoenix	AZ	85021	602 973-5238
7857	1906 W Bell Road	Phoenix	AZ	85023-3302	602 866-0167
31360	12675 W Bell Road	Surprise	AZ	85374	602-583-1923
7831	1202 W Broadway Road	Tempe	AZ	85281	480 967-6378
7835	1805 E Southern Ave	Tempe	AZ	85281	480 820-1228
	<b>Dale Hiles</b>				
	<b>P.O. Box 5209</b>				
	<b>Yuma, AZ 85366</b>				
31272	2970 S 4th Avenue	Yuma	AZ	85364	928-344-4741
<b>TOTAL 8</b>					
	<b>ARKANSAS</b>				
	<b>Tajay Restaurants, Inc.</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31079	3810 State Line Avenue	Texarkana	AR	71854	870-774-4250
	<b>Syed Raheel and Ramin Raheel</b>				
	<b>3415 S Sepulveda Blvd , Ste 615</b>				
	<b>Los Angeles, CA 90034</b>				
31241	309 Oak Street	Conway	AR	72032	501-327-0237
31235	5612 Rogers Avenue	Ft Smith	AR	72901	479-452-0849
31236	4911 Towson Avenue	Ft Smith	AR	72902	479-646-6411
31243	4101 S University	Little Rock	AR	72204-7838	501-568-5963
31242	1400 S Main Street	Pine Bluff	AR	71601	870-534-8101
31238	1036 W Walnut	Rogers	AR	72756	479-636-5166
31240	916 N Arkansas	Russellville	AR	72801	479-968-6040
31237	983 W Sunset Avenue	Springdale	AR	72764	479-756-1720
31239	3009 Alma Highway	Van Buren	AR	72956	479-474-8589
<b>TOTAL 10</b>					
	<b>CALIFORNIA</b>				
	<b>Ravinder Bains</b>				
	<b>1056 Valley Oak Way, #B100</b>				
	<b>Fairfield, CA 94533</b>				
31415	1015 Redwood Street	Vallejo	CA	94564	707 553-1449
	<b>GK Management, Inc</b>				
	<b>2095 Highway 211 N.W , Suite 2F, #362</b>				
	<b>Braselton, GA 30517</b>				
31860	1591 Coolwater Lane	Barstow	CA	92311	760 256-9400
31861	2800 West Florida Ave	Hemet	CA	92343	909 658-7900
31858	9379 Central Avenue	Monclair	CA	91763	909 621-5223
31859	1325 Industrial Park Avenue	Redlands	CA	92373	909 792-9732
31856	5446 Arlington Ave	Riverside	CA	92504	909 688-2243
31857	145 East Highland Avenue	San Bernardino	CA	92404	909 883-6885
	<b>Uzma Rafik</b>				
	<b>123 South Figueroa Street, #343</b>				
	<b>Los Angeles, CA 90012</b>				
31090	1049 Third Avenue	Chula Vista	CA	91911	619-420-6328
31091	270 Fletcher Pkwy	El Cajon	CA	92020	361-592-2371
	<b>US Food Corp, Inc - Koorosh Zaghi</b>				
	<b>201 Wilshire Blvd , 2nd Floor</b>				
	<b>Santa Monica, CA 90401</b>				
31899	3801 Ming Avenue	Bakersfield	CA	93309	661-834-6976
31905	6740 N Blackstone Ave	Fresno	CA	93610	559-432-8037

31906	550 Lacy Blvd	Hanford	CA	93230	559-582-0623
31917	14 W Lodi Avenue	Lodi	CA	95240	209-334-2444
31908	1110 Country Club Blvd	Madera	CA	93637	559-674-0606
31904	360 W Olive Avenue	Merced	CA	95340	209-383-0707
31914	1400 Hatch Road	Modesto	CA	95351	209-538-7059
31915	3421 Mchenry Avenue	Modesto	CA	95350	209-521-0210
31918	3605 Elkhorn Blvd	N Highlands	CA	95660	916-332-1200
31903	596 W Olive	Porterville	CA	93257	559-784-3674
31916	5245 Auburn Blvd	Sacramento	CA	95841	916-334-1311
31910	7228 Stockton Blvd	Sacramento	CA	95823	916-421-4907
31912	3298 Northgate Blvd	Sacramento	CA	95834-1319	916-649-1836
31913	7567 Pacific Avenue	Stockton	CA	95207	209-477-7989
31911	314 N Wilson Way	Stockton	CA	95205	209-941-0117
31907	969 E Prosperity	Tulare	CA	93274	559-688-3603
31902	3222 S Mooney Blvd	Visalia	CA	93277	559-733-1557
31909	800 Colusa Avenue	Yuba City	CA	95991	530-673-0951
<b>TOTAL 27</b>					
<b>COLORADO</b>					
	<b>Harman Management Corp</b>				
	<b>199 First Street, Suite 212</b>				
	<b>Los Altos, CA 94022</b>				
31367	7615 W 88th Avenue	Arvada	CO	80005	303-423-3348
<b>TOTAL 1</b>					
	<b>White Stone Foods, LLC</b>				
	<b>4581 Weston Road, #349</b>				
	<b>Weston, FL 33331</b>				
31432	1960 E Semoran Blvd	Apopka	FL	32703	407-880-7336
31423	818 W Brandon Blvd	Brandon	FL	33510	813-654-1037
31875	2880 South Bay Street	Eustis	FL	32726	352 357-1125
31828	20 S E First Avenue	Florida City	FL	33034	305-247-1235
31831	2799 W Oakland Park Blvd	Ft Lauderdale	FL	33311	954-486-6043
31829	601 W 49th Street	Hialeah	FL	33012	305-558-7338
31431	1320 Hwy 41 N	Inverness	FL	34450	352-637-1050
31430	504 N Vine Street	Kissimmee	FL	34741	407-846-1050
31424	3108 U S Hwy 98 N	Lakeland	FL	33805	863-680-2906
31830	2292 N Federal Hwy	Pompano Bch	FL	33062	954-781-2099
31433	4351 13th Street	St Cloud	FL	34769	407-892-4430
31427	2190 34Th Street N	St Petersburg	FL	33713	727-321-4293
	<b>Allen Seafoods, Inc. – Sanders,</b>				
	<b>Maggard, Wallace Cope</b>				
	<b>P O Box 54850</b>				
	<b>Lexington, KY 40555</b>				
7868	10303 SE Hwy 441	Bellevue	FL	34420	352 245-9242
7774	710 NW 60th St	Gainesville	FL	32602	352 371-3474
7200	1828 Silver Springs Blvd	Ocala	FL	32680	352 629-2339
	<b>Opela Enterprises – Charles Opela</b>				
	<b>156 SE Morgan Lane</b>				
	<b>Port Charlotte, FL 33952</b>				
7773	4191 Tamiami Trail	Port Charlotte	FL	33952	941 629-5762
	<b>Syed Raheel and Ramin Raheel</b>				
	<b>3415 S. Sepulveda Blvd , Ste 615</b>				
	<b>Los Angeles, CA 90034</b>				
7711	3205 S US Highway 1	Ft Pierce	FL	34982	561 465-5571
8067	2439 Enterprise Road	Orange City	FL	32763	904 775-4083
<b>TOTAL 18</b>					

<b>GEORGIA</b>					
<b>JAK Foods, Inc -- John Kleban</b>					
<b>6005 Century Oaks Drive, Suite 300</b>					
<b>Chattanooga, TN 37416-3677</b>					
8294	303 Lafayette Road	Ft Oglethorpe	GA	30742	706-866-3573
<b>GK Management, Inc.</b>					
<b>2095 Highway 211 N W , Suite 2F, #362</b>					
<b>Braselton, GA 30517</b>					
31854	724 Highway 53E, SE	Calhoun	GA	30701	706 629-2600
31863	Rte 2 Box 2176, 2164 Hwy 441 N	Cornelia	GA	30531	706 776-6999
31853	1516 W Walnut Ave	Dalton	GA	30720	706 226-6812
31851	1281 Thompson Bridge Road	Gainesville	GA	30501	678 532-7391
31862	92 Clayton SE	Lawrenceville	GA	30245	770 963-6062
31855	811 Shorter Ave	Rome	GA	30161	706 235-5330
31603	1716 E Olgethorpe Blvd	Albany	GA	31705	229-436-3012
31604	1805 N Slappy Drive	Albany	GA	31705	229-435-4144
31615	450 Moreland Ave S E	Atlanta	GA	30316	404-622-2239
31617	2617 Deans Bridge Rd	Augusta	GA	30906	706-790-1227
31616	530 Bankhead Hwy	Carrollton	GA	30117-2463	770-830-9633
31614	1450 Hwy 138 S E	Conyers	GA	30012	770-922-7692
31613	3274 Hwy 278 N E	Covington	GA	30014	770-787-3612
31610	9674 Highway 5	Douglasville	GA	30135	770-949-5313
31611	105 N Expressway	Griffin	GA	30223	770-228-7078
31612	8502 Tara Blvd	Jonesboro	GA	30236	770-477-6299
31605	2425 Pio Nono Avenue	Macon	GA	31206	478-788-5030
31606	760 Shurling Drive	Macon	GA	31211	478-742-4889
31609	52 Bullsboro Drive	Newnan	GA	30263-1478	770-253-0135
31608	10834 Commerce Street	Summerville	GA	30747	706-857-7886
31618	1859 Washington Rd	Thomson	GA	30824-9037	706-595-8404
31607	2000 Watson Blvd	Warner Robins	GA	31093	478-922-1871
<b>TOTAL 23</b>					
<b>ILLINOIS</b>					
<b>Treasure Isles, Inc.</b>					
<b>407 North Broadway</b>					
<b>Lexington, KY 40508-1301</b>					
7216	1101 W Broadway	Centralia	IL	62801	618 532-2342
7618	1217 North Prospect	Champaign	IL	61820	217 351-2913
7804	306 S Gilbert	Danville	IL	61832	217 442-3211
7072	701 W Eldorado St	Decatur	IL	62522	217 422-8977
7188	1309 North Keller Drive	Effingham	IL	62401	217 347-7553
7384	218 Lincoln Hwy	Fairview Hgts	IL	62208	618 632-8074
7540	3717 Nameoki Road	Granite City	IL	62040	618 877-7788
7340	601 S Commercial Street	Harrisburg	IL	62946	618 252-7235
7316	1703 West Morton Rd	Jacksonville	IL	62650	217 243-2532
7217	1118 N Carbon St	Marion	IL	62959	618 997-2261
7560	318 West Ninth Street	Mt Carmel	IL	62863	618 262-4034
7073	3920 Broadway	Mt Vernon	IL	62864	618 244-3449
7525	725 W Champaign Ave	Rantoul	IL	61866	217 893-8551
7262	1207 West Main	Salem	IL	62881	618 548-5341
7758	2929 S Dirkson Pkwy	Springfield	IL	62703	217 529-0265
7437	701 Janette Drive	Vandalia	IL	62471	618 283-3492
7522	710 West Main	West Frankfort	IL	62896	618 937-3372
7364	1224 Edwardsville	Wood River	IL	62095	618 254-3457
<b>Nellis Seafood, L C - R Levitt, S. Hulce</b>					
<b>6200 Aurora Avenue, Suite 310 W</b>					
<b>Urbandale, IA 50322</b>					
8001	1952 National Blvd	Galesburg	IL	61402	309 344-5004

31306	1801 N Knoxville Avenue	Peoria	IL	61604	309 682-5978
	<b>RGT Foods, Inc - Sean Tuohy</b>				
	<b>6389 N. Quail Hollow Road, Ste 101</b>				
	<b>Memphis, TN 38120</b>				
31896	1421 E Main St	Carbondale	IL	62901	618-319-4696
	<b>Summit Eateries, LLC -Tom Jorgensen</b>				
	<b>600 NW Mock Ave</b>				
	<b>Blue Springs, MO 64014</b>				
31159	3005 Broadway	Quincy	IL	62301	217-224-8200
	<b>Raheel Foods 2, Inc</b>				
	<b>3415 S Sepulveda Blvd , Ste. 615</b>				
	<b>Los Angeles, CA 90034</b>				
31405	1165 Lake St	Aurora	IL	60506	630-844-2083
31397	4416 E New York St	Aurora	IL	60505	630-898-0682
31399	265 N Kinzie	Bradley	IL	60915	815-937-0543
31392	3231 Chicago Rd	Chicago Hgts	IL	60411	708-755-8190
31393	10050 W 55Th St	Countryside	IL	60525	708-354-5059
31391	123 Harlem Ave	Forest Park	IL	60130	708-771-4054
31395	800 Irving Park Rd	Hanover Park	IL	60103	630-830-1270
31394	2421 W Jefferson	Joliet	IL	60432	815-725-5622
31396	3901 Touhy Ave	Lincolnwood	IL	60645	847-674-7040
<b>TOTAL 31</b>					
<b>INDIANA</b>					
	<b>Radcliff Co., Inc. - Charles Hertzman</b>				
	<b>4218 Shelbyville Road</b>				
	<b>Louisville, KY 40207</b>				
7794	1834 18th Street	Anderson	IN	46011	765 644-0451
7105	2965 National Road	Columbus	IN	47201	812 372-5493
7418	1730 North Morgan	Franklin	IN	46131	317 736-8462
7159	1047 East Michigan	Shelbyville	IN	46176	765 392-1377
	<b>BR Associates, Inc - Bob Ruckriegel</b>				
	<b>4201-A Mannheim Road</b>				
	<b>Jasper, IN 47546-9618</b>				
7144	West 16th St & Hwy 37	Bedford	IN	47421	812 279-4150
7441	345 South First Street	Beech Grove	IN	46107	317 786-7750
7313	3811 W Third St	Bloomington	IN	47401	812 336-0544
8031	5560 West State Road 46	Bloomington	IN	47404	812 876-2543
7890	800 West Main St	Boonville	IN	47601	812 897-4770
7286	RR 12 Box 56 Hwy 40 West	Brazil	IN	47834	812 448-8392
31840	814 E Main Street	Brownsburg	IN	46112	317/858-8056
7892	715 Plaza Drive	Chesterton	IN	46304	219 926-8644
31282	740 E Highway 131	Clarksville	IN	47130	812 283-1179
7221	30th St and Virginia	Connersville	IN	47331	765 825-9222
7986	2480 Landmark Avenue NE	Corydon	IN	47112	812 738-4844
7214	Hwy 231 1509 S Washington	Crawfordsville	IN	47923	765 362-3582
7815	850 N Main St	Crown Point	IN	46307	219 663-7634
7665	1648 Cassopolis Street	Elkhart	IN	46514	219 264-7298
7799	1724 Nappanee Street	Elkhart	IN	46516	219 293-2426
7801	2426 Benham Ave	Elkhart	IN	46516	219 295-8378
7111	1015 S Green River Rd	Evansville	IN	47715	812 476-3662
7205	2519 First Avenue	Evansville	IN	47710	812 425-6545
7643	2350 East Morgan Avenue	Evansville	IN	47711	812 476-2982
7742	4700 Block W Pennsylvania	Evansville	IN	47712	812 422-9824
7756	800 NE Green River Rd	Evansville	IN	47715	812 477-8453
7530	300 South Hoke Avenue	Frankfort	IN	46041	765 654-4177
7696	5800 West Ridge Road	Gary	IN	46408	219 838-7369



7760	US 33 @ Indiana St 924 W Pike	Goshen	IN	46526	219 533-6466
7735	1016 Indianapolis Rd	Greencastle	IN	46135	765 653-5915
7312	2180 West National Road	Greenfield	IN	46140	317 462-2885
8122	2151 Independence Drive	Greenwood	IN	46143	317-859-3379
8208	1000 N Madison Avenue	Greenwood	IN	46143	317-889-8215
7879	3400 East 169th St	Hammond	IN	46323	219 844-5300
31790	8802 E Washington	Indianapolis	IN	46219	317 899-2903
7158	2831 East 38th St	Indianapolis	IN	46218	317 545-4141
7160	7140 Pendleton Pike	Indianapolis	IN	46226	317 546-9611
7258	10030 East 38th Street	Indianapolis	IN	46236	317 899-1410
7360	3847 W Washington	Indianapolis	IN	46231	317 248-9000
7361	6020 East 82nd Street	Indianapolis	IN	46250	317 842-0264
7373	5510 W 38th St	Indianapolis	IN	46254	317 291-3891
7401	7242 Michigan Rd	Indianapolis	IN	46268	317 293-6806
7532	6658 W Washington St	Indianapolis	IN	46241	317 241-9853
7585	3350 W 16th St	Indianapolis	IN	46222	317 632-2324
7645	6201 Crawfordsville Road	Indianapolis	IN	46224	317 248-0565
7759	3301 E Washington St	Indianapolis	IN	46201-4311	317 634-9886
7764	3491 South East Street	Indianapolis	IN	46225	317 786-1216
7798	3230 SE Ave Triangle Plaza	Indianapolis	IN	46203	317 632-4652
31105	3960 N Newton Street	Jasper	IN	47546	812 482-2132
7342	602 J Street	La Porte	IN	46350	219 326-1652
7666	3440 Central Avenue	Lake Station	IN	46405	219 962-7336
7584	Indiana 39 and North Plaza	Lebanon	IN	46052	765 482-2266
7484	1600 A Street	Linton	IN	47441	812 847-2851
7246	Hwy 37 and Burton Lance	Martinsville	IN	46151	765 342-8139
7531	221 W 61st Ave	Merrillville	IN	46410	219 980-3750
7338	216 West US 20 Dunes Plaza	Michigan	IN	46360	219 879-4193
7717	528 South Indiana Street	Mooresville	IN	46158	317 831-2142
7642	825 Ridge Road	Munster	IN	46321	219 836-1115
8064	520 S Memorial	New Castle	IN	47362	765 521-2684
7529	655 Westfield Road	Noblesville	IN	46060	317 773-8751
8030	Route 4 at Rte 37 North	Paoli	IN	47454	812 723-5329
31869	912 W Main	Peru	IN	46970	765 472-3138
7769	1901 E Main St	Plainfield	IN	46168	317 839-4087
7704	1930 North Michigan Avenue	Plymouth	IN	46563	219 936-9020
7163	Highway 64 East	Princeton	IN	47670	812 385-8052
7770	1901 Wicker Drive	Schererville	IN	46375	219 322-3277
8029	484 South Lake Road North	Scottsburg	IN	47170	812 752-6205
31335	2001 E Tipton St	Seymour	IN	47274	812-522-8981
7379	4949 Western Ave	South Bend	IN	46601	219 287-7471
7476	920 Ireland Road	South Bend	IN	46614	219 291-1220
7502	319 N Hickory	South Bend	IN	46617	219 288-6847
7145	Route 66 East and 14th Street	Tell City	IN	47586	812 547-5448
7164	Honey Creek SQ & US Hwy 41	Terre Haute	IN	47802	812 235-7787
7165	2021 Wabash	Terre Haute	IN	47803	812 235-8345
7528	2039 Lafayette Avenue	Terre Haute	IN	47805	812 466-3567
7747	55 South 4th St	Terre Haute	IN	47808	812 232-0266
7695	2805 N Calumet	Valparaiso	IN	46383	219 464-7592
7125	2705 North 6th St	Vincennes	IN	47591	812 882-6722
7512	2601 East Centre Street	Warsaw	IN	46580	219 267-4440
7222	Hwy 50 W Maysville Ave 3-D Shop Ctr	Washington	IN	47501	812 254-5448
	<b>Affinity Titlow 104, Inc.</b>				
	<b>1562 E Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31173	1000 Green Blvd	Aurora	IN	47001	812 926-3444
<b>TOTAL 80</b>					
<b>IOWA</b>					
	<b>Nellis Seafood, L.C. - Mark Levitt</b>				

	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
31836	533 W Lincoln Way	Ames	IA	50010	515-233-2500
31835	4500 Fleur Drive	Des Moines	IA	50321	515-285-7837
	<b>Brian Johnson</b>				
	<b>PO Box 279</b>				
	<b>Noonan, ND 58765</b>				
31144	1905 W Broadway	Council Bluffs	IA	51501	712-325-0850
31150	603 32nd Avenue	Council Bluffs	IA	51501	712-366-6567
	<b>Nellis Seafood, L C - Richard Levitt</b>				
	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
7591	209 South Ankeny Road	Ankeny	IA	50021	515 964-7171
7124	2630 Williams Blvd, SW	Cedar Rapids	IA	52404	319 365-5353
7227	3801 First Avenue Southeast	Cedar Rapids	IA	52402	319 364-1200
7092	3006 S E 14th St	Des Moines	IA	50320	515 282-6666
7423	1500 John F Kennedy	Dubuque	IA	52001	319 556-1557
7114	407 South 25th Street	Fort Dodge	IA	50501	515 576-3711
7224	2306 S Center	Marshalltown	IA	50158	515 752-1011
7734	2516 Park Avenue	Muscatine	IA	52761	319 264-1661
7761	925 Church St	Ottumwa	IA	52501	515 683-3500
7113	7421 Douglas	Urbandale	IA	50322	515 276-6222
31066	850 1st Street	W Des Moines	IA	50265	515-255-0696
<b>TOTAL 15</b>					
	<b>KANSAS</b>				
	<b>Baja Enterprises, Inc - Mike Cox</b>				
	<b>904 Stout</b>				
	<b>Pratt, KS 67124</b>				
8019	1803 E 1st Street	Pratt	KS	67124	316 672-1101
	<b>Estes Enterprises, Inc</b>				
	<b>615 Illinois</b>				
	<b>Pratt, KS 67124</b>				
31468	1600 N Summit Street	Arkansas City	KS	67005	620-442-8870
31826	700 N Baltimore	Derby	KS	67037	316 788-8898
31412	911 W Wyatt Earp Blvd	Dodge City	KS	67801	620-371-6322
31470	1825 W Central	El Dorado	KS	67042	316-321-1400
31466	205 E Kansas	Garden City	KS	67846	620-275-9409
31464	3800 W 10th Street	Great Bend	KS	67530	620-792-2950
31465	3380 N Vine Street	Hays	KS	67601	785-628-2742
31459	2928 N Main	Hutchinson	KS	67501	620-663-7273
31469	106 E Pancake	Liberal	KS	67901	620-624-5296
31876	701 E Third Place	Manhattan	KS	66502	785/320-7996
31825	1414 N Main	Newton	KS	67114	316 284-0010
31463	1129 W Pawnee	Wichita	KS	67213	316-267-4601
31462	2090 W 21st Street	Wichita	KS	67203	316-832-1761
31864	2616 N Maize Blvd	Wichita	KS	67205	316/613-2729
31467	4206 E Harry Street	Wichita	KS	67218	316-686-2541
31832	547 S Rock Road	Wichita	KS	67207	316/682-8463
31471	7011 W Central	Wichita	KS	67212	316-943-5901
	<b>LJS of Atchison, Inc - Ladd Seaberg</b>				
	<b>1300 Main Street</b>				
	<b>Atchison, KS 66002</b>				
7943	626 Main Street	Atchison	KS	66002	913 367-1308
	<b>Summit Eateries, LLC- Tom Jorgensen</b>				
	<b>600 NW Mock Ave</b>				

	<b>Blue Springs, MO 64014</b>				
31478	3014 N Broadway	Pittsburg	KS	66762	620-232-2090
	<b>Tajay Restaurants, Inc.</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31549	314 W 11th Street	Coffeyville	KS	67337	620-251-3390
	<b>Gung Ho, Inc - Edward Wong</b>				
	<b>630 E. 47th Street South</b>				
	<b>Wichita, KS 67216</b>				
7950	630 E 47th St South	Wichita	KS	67216	316 652-8001
	<b>Uzma Rafik</b>				
	<b>123 South Figueroa Street, #343</b>				
	<b>Los Angeles, CA 90012</b>				
31252	1928 W 6th Street	Emporia	KS	66801	620-342-8303
31245	527 W 6th Street	Junction City	KS	66441	785-762-2728
31246	1500 W 6th Street	Topeka	KS	66606	785-233-1914
31247	2117 N Topeka Avenue	Topeka	KS	66608	785-233-1754
31251	2746 Fairlawn Road	Topeka	KS	66614	785-273-2190
<b>TOTAL 27</b>					
<b>KENTUCKY</b>					
	<b>J &amp; B Seafood, Inc - Jack Absher</b>				
	<b>1488 North Lake Drive</b>				
	<b>Prestonsburg, KY 41653</b>				
7713	Louisa Plaza	Louisa	KY	41230	606 638-4546
7898	HCR 79 Box 650	Martin	KY	41649	606 285-3522
7694	Mayo Shopping Plaza Box 666	Paintsville	KY	41240	606 789-7620
7143	US Highway 23 North	Prestonsburg	KY	41652	606 886-6744
	<b>Frank Kapfhammer</b>				
	<b>P.O. Box 43190</b>				
	<b>Louisville, KY 40253</b>				
31067	5447 New Cut Road	Louisville	KY	40214	502-361-1951
7288	1377 N Main Street	Monticello	KY	42633	606 348-9118
31784	1538 Midland Trail	Shelbyville	KY	40065	502-633-6384
31848	1012 Paroquet Springs Drive	Shepherdsville	KY	40165	502 543-6868
	<b>GLC Management, Inc - Randy Henn</b>				
	<b>3530 Irwin Simpson, Suite H</b>				
	<b>Mason, OH 45040-9766</b>				
31088	2346 S US Hwy 421 Woodland Plaza	Harlan	KY	40831	606 573-7477
31103	234 S Main Street	Hazard	KY	41701	606 439-1415
31087	731 Kentucky Hwy 15	Whitesburg	KY	41858	606 633-0140
	<b>Radcliff Co., Inc. - Charles Hertzman</b>				
	<b>4218 Shelbyville Road</b>				
	<b>Louisville, KY 40207</b>				
7045	PO Box M, Route 2	Elizabethtown	KY	42701	270 765-7485
7592	400 South First Street	Lagrange	KY	40031	502 222-7008
7253	4214 Shelbyville Rd	Louisville	KY	40207	502 893-3318
	<b>PEG Leg, Inc - Bengé Johnson</b>				
	<b>125 B. Johnson Road</b>				
	<b>Russell Springs, KY 42642</b>				
7983	598 S Hwy 127, PO Box 979	Russell Sprgs	KY	42642	270 866-6500
	<b>Pikeville Seafood Shoppes-F Justice</b>				
	<b>P.O. Box 3367</b>				

	<b>Pikeville, KY 41502</b>				
7782	PO Box 3365, N Mayo Trail	Pikeville	KY	41501	606 432-5082
	<b>Good Seafood, Inc. - James W Goodnight</b>				
	<b>112 Edward Avenue</b>				
	<b>Georgetown, KY 40324</b>				
7129	112 Edward Avenue	Georgetown	KY	40324	502 863-0919
	<b>Sterling Silver Co , Inc</b>				
	<b>234 Main Street</b>				
	<b>Mt. Sterling, KY 40353</b>				
7061	North Maysville Street at I-64	Mt Sterling	KY	40353	606 498-4144
	<b>Affinity Busby 101, Inc.</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31165	7203 Alexandria Pike	Alexandria	KY	41001	606 635-6263
31166	Box 1170, US 68	Maysville	KY	41056	606 564-5490
	<b>Silver Group, LLC – Jay Shoffner</b>				
	<b>1217 E Cumberland Avenue</b>				
	<b>Middlesboro, KY 40965</b>				
7527	Rte 7 US 25 East	Barbourville	KY	40906	606 546-5822
7109	PO Box 53 Park Square Shopping Centre	Corbin	KY	40701	606 528-3450
31411	4151 Tates Creek Rd	Lexington	KY	40517	859/271-5827
31409	2197 Versailles Rd	Lexington	KY	40504	859/233-0874
31014	42 Austin Lane	London	KY	40741	606 644-4444
31668	3407 W Broadway	Louisville	KY	40211	502 774-1285
31669	400-404 East Broadway	Louisville	KY	40202	502 589-1080
7472	US 421, Clay Co Shopping Center	Manchester	KY	40962	606 598-6533
7059	303 North 12th Street	Middlesboro	KY	40965	606 248-5065
7268	Rte 92 and I-75	Williamsburg	KY	40769	606 549-2220
	<b>BR Associates, Inc. - Bob Ruckriegel</b>				
	<b>4201-A Mannheim Road</b>				
	<b>Jasper, IN 47546-9618</b>				
7634	1312 N Main Street	Beaver Dam	KY	42320	270 274-9740
7536	1006 W Everly Bros Blvd	Central	KY	42330	270 754-5793
7082	US 41 North	Henderson	KY	42420	270 826-4563
8065	2931 Ft Campbell Blvd	Hopkinsville	KY	42240	270 886-8040
7048	745 E Center St	Madisonville	KY	42431	502 821-0970
8049	601 US Hwy 60 E	Morganfield	KY	42437	270 389-9861
7013	2770 Frederica Street	Owensboro	KY	42301	502 685-3740
7199	2624 Parish Avenue	Owensboro	KY	42301	270 685-4814
7641	3005 Hwy 60 East	Owensboro	KY	42301	270 684-1875
7998	4939 S Frederica	Owensboro	KY	42301	270 686-8113
	<b>Paxton &amp; Ball, Inc – Jerry Poole</b>				
	<b>541 South Main Street, P. O. Box 45</b>				
	<b>Hartford, KY 42347</b>				
8444	145-D Route 1, Fairgrounds Road	Hardinsburg	KY	40143	270 756-1000
	<b>D.R FISH, LLC - Michael Brandy</b>				
	<b>7346 Beechmont Avenue</b>				
	<b>Cincinnati, OH 45230</b>				
8440	59 Broadway	Dry Ridge	KY	41035	859-823-0726
	<b>Food Court Solutions, LLC,G. Stamper</b>				
	<b>P. O Box 37</b>				

	<b>Winchester, KY 40392</b>				
024600	1325 Richmond Road	Irvine	KY	40336	606-723-0888
8496	439 Prestonburg Street	West Liberty	KY	41472	606-743-4929
	<b>Champs Management-- K. Chambers</b>				
	<b>8414 Route 124</b>				
	<b>Hillsboro, OH 451333</b>				
C247011	4380 Winston Avenue	Covington	KY	41015	859- 261-0015
31010	3163 Dixie Highway	Erlanger	KY	41018	859- 341-3253
	<b>Tennessee Seafood, LLC - Farid Rostompaur</b>				
	<b>1067 Tolliver Way</b>				
	<b>Clarksville, TN 37040</b>				
023359	1414 31 W By-Pass	Bowling Green	KY	42101	270-781-1901
023349	3320 S Beltline Highway	Paducah	KY	42003	270-443-1600
	<b>Charter Foods, Inc - Robert Jenkins</b>				
	<b>5139 Old Highway 11E</b>				
	<b>Morristown, TN</b>				
31200	127 Beaumont Plaza	Harrodsburg	KY	40330	859-734-2102
31838	320 Letton Drive	Paris	KY	40361	859/987-4485
	<b>Performance Foods - Joe Feeney</b>				
	<b>441 Lexington Ave, P.O Box 3643</b>				
	<b>Mansfield, OH 44907-0643</b>				
31451	2724 Winchester Ave	Ashland	KY	41101	606-324--8277
31447	25661 Alppa Plaza	S Williamson	KY	41503	606-237-7334
<b>TOTAL 52</b>					
<b>LOUISIANA</b>					
	<b>Tajay Restaurants, Inc.</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31085	8928 Jewella Avenue	Shreveport	LA	71118	318-688-2665
31086	1330 Kings Highway	Shreveport	LA	71103	318-226-1590
	<b>GAS 2 Investments-Syed Ali Kamal</b>				
	<b>2929 Buffalo Speedway, Suite 808</b>				
	<b>Houston, TX 77098</b>				
31129	338 W Prien Lake Rd	Lake Charles	LA	70601	337-478-4636
<b>TOTAL 3</b>					
<b>MARYLAND</b>					
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31760	Pen Mar Shopping Center	Forestville	MD	20747	301-967-2374
31763	17301 Valley Mall Road	Hagerstown	MD	21740	301-582-3966
31755	1295 National Hwy	Lavale	MD	21502	301-729-3388
<b>TOTAL 3</b>					
<b>MICHIGAN</b>					
	<b>BR Associates, Inc. -- Bob Ruckreigel</b>				
	<b>4201-A Mannheim Road</b>				
	<b>Jasper, IN 47546-9618</b>				
31865	817 Capitol Ave SW	Battle Creek	MI	49015	269 963-6200
7023	3459 East North Union	Bay City	MI	48706	517 684-5390
7805	710 Livingston Ave	Bay City	MI	48706	517 893-6445
7884	3470 S Linden Rd	Flint	MI	48507-3010	313 732-3822

7895	G4464 W Pierson Road	Flint	MI	48504	313 230-1520
7197	2785 28th Street SE	Grand Rapids	MI	49502	231 942-9090
7255	3928 Plainfield Avenue NE	Grand Rapids	MI	49505	231 361-7589
7763	275 East 8th St	Holland	MI	49423	616 396-2779
7343	5481 West Main	Kalamazoo	MI	49009	616 345-2550
7837	1210 Patrick	Midland	MI	48640	517 835-2500
7505	1015 S 11th St	Niles	MI	49120	616 684-6641
7204	6525 South Westnedge	Portage	MI	49081	616 327-0290
7386	3055 S Henry St	Muskegon	MI	49941	231 733-1760
7034	3761 East Genesee Street	Saginaw	MI	48601	517 753-6281
7721	7834 Gratiot Road	Saginaw	MI	48603	517 781-4837
7802	4857 Bay Road	Saginaw	MI	48603	517 791-1410
7896	4604 Red Arrow Highway	Stevensville	MI	49127	616 429-2122
7369	2542 Alpine Avenue, NW	Walker	MI	49504	616 361-9731
7376	1865 28th St SW	Wyoming	MI	49509	231 534-8042
	<b>Grand River A&amp;W, Inc. - Linda Mulder</b>				
	<b>P.O. Box 99</b>				
	<b>Grand Ledge, MI 48837</b>				
31778	11288 Gratiot Ave	Detroit	MI	48213	313-521-0544
31774	1205 NW St	Jackson	MI	49202	517-783-4405
31780	2083 Dix Rd	Lincoln Park	MI	48146-2216	313-382-4077
31771	26430 Plymouth Rd	Redford Twp	MI	48240	313-937-2733
31772	10985 Telegraph Rd	Taylor	MI	48180	313-291-5150
31773	3755 E Eight Mile Rd	Warren	MI	48089	586-757-4880
31770	461 S Wayne Rd	Westland	MI	48186	734-722-4070
<b>TOTAL 26</b>					
<b>MINNESOTA</b>					
	<b>Brian Johnson</b>				
	<b>PO Box 279</b>				
	<b>Noonan, ND 58765</b>				
31149	1060 Madison Avenue	Mankato	MN	56601	507-387-5383
	<b>Machi Foods, Inc - Mike Latanision</b>				
	<b>2051 Timberwood Drive</b>				
	<b>Chanhassen, MN 55317</b>				
31872	376 South Avenue	Bloomington	MN	55425	952-858-9436
<b>TOTAL 2</b>					
<b>MISSOURI</b>					
	<b>Uzma Rafik</b>				
	<b>123 South Figueroa Street, #343</b>				
	<b>Los Angeles, CA 90012</b>				
31249	1701 N Belt Highway	St Joseph	MO	64506	816-233-3528
31250	6104 Lake Avenue	St Joseph	MO	64504	816-238-2307
	<b>RGT Foods, Inc. - Sean Tuohy</b>				
	<b>6389 N Quail Hollow Road, Ste 101</b>				
	<b>Memphis, TN 38120</b>				
023483	1275 Water Tower Place	Arnold	MO	63010	636-282-2990
		Cape Girardeau			
023346	25 S Kings Highway	Girardeau	MO	63703	573-334-0869
023474	1230 Graham Road	Florissant	MO	63033	314-921-2717
023473	1009 Kings Highway	Rolla	MO	65401	573-364-5414
023476	3267 Hampton	St Louis	MO	63139	314-781-8808
023479	4401 Veteran's Memorial Parkway	St Peters	MO	63376-1656	636-441-4635
	<b>Summit Eateries, LLC- Tom Jorgensen</b>				
	<b>600 NW Mock Ave</b>				
	<b>Blue Springs, MO 64014</b>				

31474	1118 W Central	Carthage	MO	64836	417-358-4573
31158	206 W Business Loop 70	Columbia	MO	65201	573-442-5350
31160	4401 McMasters	Hannibal	MO	63401	573-248-0853
31156	2220 Missouri Blvd	Jefferson City	MO	65101	573-634-3132
31473	1531 Range Line Rd	Joplin	MO	64801	417-781-7130
31476	1627 W 7th Street	Joplin	MO	64801	417-782-4940
31155	2200 S Baltimore	Kirksville	MO	63501	660-665-1033
31271	1087 S Jefferson Avenue	Lebanon	MO	65536-3672	417-588-5898
31670	1515 N Morley	Moberly	MO	65270	660-263-8484
31477	3210 S Highway 71	Neosho	MO	64850	417-451-0076
31268	2110 S Campbellsville Ave	Springfield	MO	65807	417-887-3522
31269	2236 N Glenstone	Springfield	MO	65803	417-865-5550
31270	1313 W Kearney Street	Springfield	MO	65803	417-865-6323
	<b>Brian Johnson</b>				
	<b>PO Box 279</b>				
	<b>Noonan, ND 58765</b>				
31629	806 N 7 Highway	Blue Springs	MO	64015	816-229-1921
<b>TOTAL 22</b>					
<b>NEBRASKA</b>					
	<b>Brian Johnson</b>				
	<b>PO Box 279</b>				
	<b>Noonan, ND 58765</b>				
31135	608 Galvin Road	Bellevue	NE	58005	402 291-6261
31138	1150 S Locust	Grand Island	NE	68801	308-381-0527
31136	1040 S Burlington	Hastings	NE	68901	402-463-2000
31137	1306 2nd Avenue	Kearney	NE	68847	308-237-5812
31140	3400 S 10th	Lincoln	NE	68502	402-423-0868
31141	915 N 27th Street	Lincoln	NE	68503	402-474-4011
31142	5023 S 108th Street	Omaha	NE	68137	402-592-2600
31146	4440 Dodge Street	Omaha	NE	68131	402-558-4100
31147	4820 "L" Street	Omaha	NE	68117	402-733-0927
<b>TOTAL 9</b>					
<b>NEVADA</b>					
	<b>PGB, Inc - Phillip Glover</b>				
	<b>1785 Peavine Court</b>				
	<b>Reno, NV 89503</b>				
31065	1160 Kietzke Lane	Reno	NV	89502	775-329-8240
	<b>MSAA LV Partners, LLC- Aesha Jafrey</b>				
	<b>5410 Trabuco Road, Suite 130</b>				
	<b>Irvine, CA 92620</b>				
31328	4966 E Boulder Hwy	Las Vegas	NV	89121	702-451-8653
31329	1229 E Flamingo Rd	Las Vegas	NV	89119	702-369-8448
<b>TOTAL 3</b>					
<b>NEW MEXICO</b>					
	<b>American Seafood Partners, L P. - H. McCoy</b>				
	<b>3020 N. Cypress Rd , Ste 100</b>				
	<b>Wichita, KS 67226</b>				
7219	5106 Central Avenue S E	Albuquerque	NM	87108	505 268-6034
7330	4300 Central Avenue, SW	Albuquerque	NM	87105	505 831-7073
7511	4720 San Mateo Blvd NE	Albuquerque	NM	87109	505 881-5386
8039	600 N Riverside Drive	Espanola	NM	87563	505 747-1799
7329	3030 E Main Unit U	Farmington	NM	87401	505 325-5452
7670	1514 East 66th Ave	Gallup	NM	87301	505 722-6831
7306	1155 South El Paseo	Las Cruces	NM	88001	505 524-9581
7539	1802 Main	Roswell	NM	88201	505 623-6033

7267	3257 South Cerrillos Road	Sante Fe	NM	87501	505 471-0059
<b>TOTAL 9</b>					
<b>NORTH CAROLINA</b>					
	<b>Carolina Seafood, Inc. North - M Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Spartanburg, SC 29681</b>				
31839	781 Biltmore Avenue	Asheville	NC	28803	828/258-2317
8072	800 Brevard Road	Asheville	NC	28806	828 665-1605
8074	Four Seasons Shopping Center	Hendersonville	NC	28739	828 693-3474
8070	693 Oak Street	Forest City	NC	28043	828 248-1746
	<b>Charter Foods, Inc. - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31580	1641 Blowing Rock Rd	Boone	NC	28607	828-262-5320
31583	306 Blowing Rock Rd Ne	Lenoir	NC	28645	828-758-4051
31581	1996 Rockford St	Mount Airy	NC	27030	336-789-2551
31584	1303 W Curtis Bridge Rd	Wilkesboro	NC	28697	336-667-1837
<b>TOTAL 8</b>					
<b>OHIO</b>					
	<b>Commac Foods, Inc -Steven P Cacaro</b>				
	<b>120 E. Mulberry Street</b>				
	<b>West Union, OH 45693</b>				
8041	758 E State Street	Georgetown	OH	45121	937 378-4216
7979	100 Harry Sauner Road	Hillsboro	OH	45133	937 393-0401
7963	11306 State Route 41 South	West Union	OH	45693	937 544-3032
	<b>Champs Management-K Chambers</b>				
	<b>8414 Route 124</b>				
	<b>Hillsboro, OH 451333</b>				
C247012	785 West Central Avenue	Springboro	OH	45066	937-746-1158
7445	1093 Romback Ave	Wilmington	OH	45177	937 382-0916
	<b>Affinity Conley 103, Inc.</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31169	1716 West Galbraith Road	Cincinnati	OH	45239	513 729-2366
31172	9869 Colerain Avenue	Cincinnati	OH	45251	513 385-5273
31171	5100 Vine Street	Cincinnati	OH	45217	513 242-9362
31170	1560 E Kemper Rd	Sharonville	OH	45246	513 772-1087
	<b>Affinity Busby 101, Inc</b>				
	<b>1562 E Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31164	3600 Harrison Ave	Cincinnati	OH	45211	513 662-9839
31167	9100 Plainfield Rd	Cincinnati	OH	45236	513 791-1050
31162	5370 Ridge Ave	Cincinnati	OH	45213	513 631-7599
31168	910 Hwy 28	Milford	OH	45150	513 248-0670
31163	7419 Tylersville Road	West Chester	OH	45069	513 777-2900
	<b>Affinity Fletcher 102, Inc.</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31690	3103 N Gettysburg Road	Dayton	OH	45406	937-274-4242
31691	4916 Airway Road	Dayton	OH	45431	937-256-1001
31693	332 W National Road	Englewood	OH	45322	937-836-0311
31692	148 N Dayton Yellow Springs Rd	Fairborn	OH	45324	937-878-5134
31695	810 Water Tower Lane	West Carrollton	OH	45449	937-866-7651



	<b>Affinity Titlow 104, Inc.</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31174	842 Eastgate S Drive	Cincinnati	OH	45245	513 752-0824
31175	4635 Dixie Hwy	Fairfield	OH	45014	513 829-1952
	<b>MFLM S, INC. - Michael Sabo</b>				
	<b>781 Douglas Avenue</b>				
	<b>Monroe, OH 45056</b>				
7337	1308 South Breiel Boulevard	Middletown	OH	45044	513 422-2859
	<b>Performance Foods- Joe Feeney</b>				
	<b>441 Lexington Ave, P.O. Box 3643</b>				
	<b>Mansfield, OH 44907-0643</b>				
7662	2520 Romig Road	Akron	OH	44320	330 745-8905
31456	921 E State St	Athens	OH	45701	740-592-1899
31037	10780 Brook Park Rd	Brooklyn	OH	44130	216-267-0474
7155	1821 E Wheeling Avenue	Cambridge	OH	43725	740 439-3716
7183	123 Raff Road Southwest	Canton	OH	44710	330 477-3965
31877	2170 Millenium Blvd	Cortland	OH	44410	234/600-5033
7191	105 Downtowner Plaza	Coshocton	OH	43812	740 622-3390
31040	904 Cleveland St	Elyria	OH	44035	440-366-0565
31444	Rt 7	Gallipolis	OH	45631	740-446-6666
31454	810 S 3Rd St	Ironton	OH	45638	740-532-9424
31449	448 E Main	Jackson	OH	45640	740-286-6161
31038	1420 Cooper-Foster Park Rd	Lorain	OH	44052	440-282-5216
7179	1200 Park Ave West	Mansfield	OH	44906	419 529-6642
31018	317 Pike Street	Marietta	OH	45750	740-373-9251
7180	610 Lincoln Way East	Massillon	OH	44646	330 837-3300
31039	7390 Mentor Ave	Mentor	OH	44060	440-942-1599
8036	140 Bluebell Drive NW	New Philadelphia	OH	44663	330 339-8026
31453	209 County Road 406	South Point	OH	45680	740-894-4406
7583	647 Portage Road	Wooster	OH	44691	330 264-8151
31033	1039 Boardman-Poland Rd	Youngstown	OH	44514	330-726-8644
31032	3560 Belmont Ave	Youngtown	OH	44505	330-759-1328
	<b>BEC Foods, LLC - Eric Laeuffer</b>				
	<b>114 Dorchester Square</b>				
	<b>Westerville, OH 43081</b>				
31676	1077 N Bridge	Chillicothe	OH	45601	740-773-8989
31672	3847 S High St	Columbus	OH	43207	614-491-4145
31674	5801 Karl	Columbus	OH	43229	614-846-2773
31682	1102 S High St	Columbus	OH	43206	614-443-3034
31683	1165 Columbus Pike	Delaware	OH	43015	740-363-2942
31681	863 Hebron Rd	Heath	OH	43055	740-522-2428
31677	935 Coshocton Avenue	Mt Vernon	OH	43050	740-397-6787
31678	230 S Elm	Washington Courthouse	OH	43160	740-335-7411
31680	3516 N Maple Ave	Zanesville	OH	43701	740-455-3704
	<b>Grand River A&amp;W, Inc. - Linda Mulder</b>				
	<b>P.O. Box 99</b>				
	<b>Grand Ledge, MI 48837</b>				
31777	1012 Conant St	Maumee	OH	43537	419-893-1337
31779	2412 Woodville Rd	Oregon	OH	43616	419-691-8965
31776	1814 W Alexis	Toledo	OH	43613	419-474-2549
<b>TOTAL 55</b>					
<b>OKLAHOMA</b>					

	<b>Mohammad Choudhry</b>				
	<b>2016 Rockport Road</b>				
	<b>Edmond, OK 73013</b>				
31866	2323 Noble Ave	Guthrie	OK	73044	405/293-6092
	<b>Tajay Restaurants, Inc</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, CA 94566</b>				
31184	930 Arlington Blvd	Ada	OK	74820	580-436-1131
31177	1215 N Main	Altus	OK	73521	580-482-3801
31181	1306 N Hwy 81	Duncan	OK	73533	580-255-2599
31180	2636 Cache Rd N W	Lawton	OK	73505	580-248-8898
	<b>Yummy Seafoods, LLC</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31531	1000 S Elm Place	Broken Arrow	OK	74012	918-258-9119
31525	1101 S 4Th Street	Chickasha	OK	73018	405-222-1968
31539	2311 Red Wheat Drive	Clinton	OK	73601	580-323-6499
31543	5000 Se 29Th St	Del City	OK	73115	405-670-5808
31544	630 S Broadway	Edmond	OK	73034	405-341-4121
31536	2021 S Main	Elk City	OK	73644	580-243-0380
31538	170 12Th Avenue S E	Norman	OK	73069	405-360-1965
31541	1839 W Main Street	Norman	OK	73069	405-360-2823
31513	1417 N Harrison	Shawnee	OK	74801	405-273-4554
31511	6718 E Admiral Place	Tulsa	OK	74115	918-838-8444
31507	5800 N W Highway	Warr Acres	OK	73132	405-721-8255
	<b>Summit Eateries, LLC- Tom Jorgensen</b>				
	<b>600 NW Mock Ave</b>				
	<b>Blue Springs, MO 64014</b>				
31475	1024 N Main	Miami	OK	74354	918-542-7294
<b>TOTAL 17</b>					
	<b>PENNSYLVANIA</b>				
	<b>Seafoods International -Dave Bhasin</b>				
	<b>7720 Main Street, Suite 10</b>				
	<b>Fogelsville, PA 18051</b>				
7991	7720 Main Street	Fogelsville	PA	18051	610 366-8815
8443	1209 Blakeslee Blvd Drive East	Lehighton	PA	18235	570 386-8667
	<b>Performance Foods - Joe Feeney</b>				
	<b>441 Lexington Ave, P O Box 3643</b>				
	<b>Mansfield, OH 44907-0643</b>				
31035	5219 Peach St	Erie	PA	16509	814-864-9225
31036	2840 W 26Th St	Erie	PA	16506	814-838-3294
31031	150 S Hermitage Rd	Sharon	PA	16148	724-981-3211
31034	1043 Park Ave	Meadville	PA	16335	814-724-2300
	<b>Bedford Co Fast Fish Partnership</b>				
	<b>4444 Business 220</b>				
	<b>Bedford, PA 15522</b>				
8018	4444 Business Route 220	Bedford	PA	15522	814 624-0202
	<b>Tariq Jamal</b>				
	<b>1839 Majestic Drive</b>				
	<b>Orefield, PA 18069</b>				
31131	2185 West Union Blvd	Bethlehem	PA	18018	610-867-7222
31130	2555 Nazareth Road	Easton	PA	18042	610-258-9496
	<b>MSAA Partners, LLC - Aesha Jafrey</b>				

	<b>5410 Trabuco Road, Suite 130</b>				
	<b>Irvine, CA 92620</b>				
31640	105 Cavasina Drive	Canonsburg	PA	15317	724-745-3672
31650	Hills Shopping Center / Rte 50	Carnegie	PA	15106	412-279-2726
31636	643 Allegheny Blvd Sugarcreek Town	Franklin	PA	16323	814-437-6286
31651	Latrobe Shopping Center	Latrobe	PA	15650	724-539-7875
31646	Route 30	N Huntington	PA	15642	724-863-5141
31644	880 Butler Street	Pittsburgh	PA	15223	412-782-0858
31639	2415-2417 Brownsville Rd	Pittsburgh	PA	15210	412-884-8464
31648	548 Morgantown Rd	Uniontown	PA	15401	724-439-1068
31659	Franklin Mall	Washington	PA	15301	724-225-5939
31638	807 W View Park Drive	West View	PA	15229	412-931-2297
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31761	1097 Lincoln Way E	Chambersburg	PA	17201	717-263-0785
	<b>BEC Foods, LLC - Chris Walsh</b>				
	<b>114 Dorchester Square</b>				
	<b>Westerville, OH 43081</b>				
31490	522 W Plank St	Altoona	PA	16601	814-942-9934
31494	200 N Logan Blvd	Burnham	PA	17009	717-248-6262
31493	1800 Daisy St	Clearfield	PA	16830	814-765-0320
31497	Rt 11, S Wyoming Ave	Edwardsville	PA	18704	570-287-9729
31500	4601 Jonestown Rd	Harrisburg	PA	17109	717-545-2153
31501	R D 1 Or Rt 93	Hazleton	PA	18201	570-459-0257
31489	1201 Scalp Ave	Johnstown	PA	15904-3143	814-266-8850
31505	520 Galleria Dr	Johnstown	PA	15904	814-269-1404
31503	1403 Manheim Pike	Lancaster	PA	17603	717-393-7322
31504	2895 N Susquehanna Trail	Shamokin Dam	PA	17876	570-743-1511
31496	785 Kidder St	Wilkes-Barre	PA	18702-6910	570-822-4888
31502	1739 E Third St	Williamsport	PA	17701	570-326-0351
<b>TOTAL 32</b>					
<b>SOUTH CAROLINA</b>					
	<b>Carolina Seafood, Inc -South - M. Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Spartanburg, SC 29681</b>				
31484	121 E Shockley Ferry Rd	Anderson	SC	29624	864-226-8771
8069	100 Garner Road	Spartanburg	SC	29303	864 583-6235
<b>TOTAL 2</b>					
<b>SOUTH DAKOTA</b>					
	<b>Nellis Seafood, LC - R Levitt, S Hulce</b>				
	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
7326	712 South Minnesota Avenue	Sioux Falls	SD	57102	605 338-5703
<b>TOTAL 1</b>					
<b>TENNESSEE</b>					
	<b>Charter Central, LLC - Robert Jenkins</b>				
	<b>PO Box 300</b>				
	<b>Talbott, TN 37877</b>				
31843	2317 N Charles G Severs Blvd	Clinton	TN	37716	865/457-0078
31880	1215 Main Street	Crossville	TN	38555	931 484-7415
31881	US 11 East Bypass	Greenville	TN	37743	423 639-8761

31882	US 27 at I-40	Harriman	TN	37748	615 882-1708
31884	2816 Magnolia Ave	Knoxville	TN	37919	615 546-8898
31888	4416 Western Ave	Knoxville	TN	37921	615/523-0740
31883	4833 Broadway N E	Knoxville	TN	37918	615 688-9560
31885	2007 West Andrew Johnson Hwy	Morristown	TN	37814	423 581-5091
31886	2570 E Morris Blvd	Morristown	TN	37813	423 587-6763
31887	1281 Oak Ridge Turnpike	Oak Ridge	TN	37830	615 482-4709
	<b>Carolina Seafood, Inc -TN- M Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Simpsonville, SC 29681</b>				
31481	2903 Bristol Hwy	Johnson City	TN	37601	423-282-5431
31483	1803 W Market St	Johnson City	TN	37601	423-926-3941
31488	1903 S Roan St	Johnson City	TN	37601	423-929-2277
31482	3946 Hwy 66	Rogersville	TN	37857	423-272-6320
	<b>Charter Foods, Inc - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31585	1316 Volunteer Pkwy	Bristol	TN	37621	423-764-9033
31598	2892 Wilma Rudolph Blvd	Clarksville	TN	37040	931-552-3744
31550	1304 Trotwood	Columbia	TN	38401	931-381-9269
31551	870 S Jefferson	Cookeville	TN	38501	615-528-2215
31566	1339 Dinah Shore Blvd	Decherd	TN	37398	931-967-7747
31564	1102 S Huntsville Hwy	Fayetteville	TN	37334	931-433-7427
31553	1336 E Stone	Kingsport	TN	37660	423-245-7611
31555	2354 Ft Henry Dr	Kingsport	TN	37664	423-246-6921
31563	1505 N Locust St	Lawrenceburg	TN	38464	931-762-7001
31569	320 W College St	Pulaski	TN	38478	931-363-4420
31842	10648 Chapman Highway	Seymour	TN	37865	865/577-3323
	<b>Silver Group, LLC – Jay Shoffner</b>				
	<b>1217 E Cumberland Avenue</b>				
	<b>Middlesboro, KY 40965</b>				
7990	440 S Broad Street	New Tazewell	TN	37825	423 626-2500
	<b>Modern Aluminum Co – C Coldiron</b>				
	<b>P O Box 1001</b>				
	<b>211 E Limestone Street</b>				
	<b>Somerset, KY 42502</b>				
8499	15850 Scott Highway	Oneida	TN	37841	423-286-9998
	<b>JAK Foods, Inc -- John Kleban</b>				
	<b>6005 Century Oaks Drive, Suite 300</b>				
	<b>Chattanooga, TN 37416-3677</b>				
8287	1227 Congress Parkway	Athens	TN	37303	423-745-3275
8295	3201 Broad Street	Chattanooga	TN	37408	423-267-7032
8289	7436 Rhea County Highway	Dayton	TN	37321	423-775-4723
	<b>Tennessee Seafood, LLC - Farid Rostompaur</b>				
	<b>1067 Tolliver Way</b>				
	<b>Clarksville, TN 37040</b>				
023353	2625 Hwy 78	Dyersburg	TN	38024	731-285-0906
023347	1560 Highland Avenue	Jackson	TN	38301	731-424-1555
023351	1919 N Highland Avenue	Jackson	TN	38305	731-422-3210
023344	174 Stonebrook Place	Jackson	TN	38305	731-661-9388
023354	131 University Plaza	Martin	TN	38237	731-587-9600
023350	1304 Reelfoot Avenue	Union City	TN	38261	731-885-5786
	<b>Liping Chen</b>				

	<b>233 Ridgemont Lane</b>				
	<b>Walnut, CA 91789</b>				
31093	3660 Parkway	Pigeon Forge	TN	37863	865-453-6204
31094	211 Forks Of The River Hwy	Sevierville	TN	37862	865-428-0717
<b>TOTAL 38</b>					
<b>TEXAS</b>					
	<b>BNC Food Group, LLC-Chuck Penland</b>				
	<b>7700 Crackling Creek Drive</b>				
	<b>Austin, TX 78736</b>				
31277	704 E Williams Cannon Dr	Austin	TX	78745	512-443-3311
31276	211 Palm Valley Blvd	Round Rock	TX	78664	512-388-7678
	<b>Craig Johnson</b>				
	<b>2204 U.S. 87N</b>				
	<b>LaMesa, TX 79331</b>				
7981	2204 US 87 N	Lamesa	TX	79331	806 872-8263
	<b>F &amp; M Properties, Inc. - Fazel Rahman</b>				
	<b>4100 Spring Valley Road, Suite 515</b>				
	<b>Farmers Branch, TX 7524</b>				
31256	116 West US Highway 175	Athens	TX	75751	903-675-0025
	<b>Mr Cartender, Inc - Pete Neutze</b>				
	<b>2066 East Main</b>				
	<b>Uvalde, TX 78801</b>				
8445	444 W Main	Uvalde	TX	78801	830-278-6020
	<b>Al Dossani - Al's Quick Stop, Inc.</b>				
	<b>1221 E Highway 114</b>				
	<b>Grapevine, TX 76051</b>				
8463	1221 Highway 114 East	Grapevine	TX	76501	817-421-7775
	<b>Muy Brands, LLC - James Bodenstedt</b>				
	<b>17890 Blanco Road, Suite 444</b>				
	<b>San Antonio, TX 78232</b>				
31062	1812 E Main	Alice	TX	78332	361-221-1030
31816	4908 S Cooper	Arlington	TX	76017	817-789-4791
31819	1520 W Henderson	Cleburne	TX	76031	817-506-7549
31058	4400 Ayers	Corpus Christi	TX	78415	361-853-0773
024092	4831 S Staples Dr	Corpus Christi	TX	78411-2609	361-288-2975
31797	2065 S Buckner Blvd	Dallas	TX	75217	214-431-4657
31799	3106 Forest Ln /Webb Chapel	Dallas	TX	75234	817-803-6052
31847	1901 South Loop 288	Denton	TX	76205	940-230-2922
31818	2621 S Westmoreland St	Dallas	TX	75211	214-431-4668
31824	1308 E Pleasant Run Rd	Desoto	TX	75115	214-306-8057
31795	107 Spur 350 W	Eules	TX	76039	817-803-6070
31808	959 N Beach Street	Ft Worth	TX	76111	817-349-7176
31809	3535 Alta Mesa	Ft Worth	TX	76133	817-349-7214
31805	5621 Broadway	Garland	TX	75043	214-556-4548
31815	1001 Hwy 377 E	Granbury	TX	76048-2584	817-776-5250
31109	1202 S Commerce Street	Harlingen	TX	78550	956-622-5221
31802	400 W Irving Blvd	Irving	TX	75060	469-713-2371
31702	301 Sidney Baker S Ln	Kerrville	TX	78028	210-591-0587
31798	6042 Lake Worth Blvd	Lake Worth	TX	76135	817-803-3015
31801	208 Lakeland Plaza	Lewisville	TX	75067	469-293-3094
31810	1708 W University	McKinney	TX	75069	214-504-2398
31820	610 N Galloway Ave	Mesquite	TX	75149	214-431-5832
		N Richland Hills			
31812	5540 Rufe Snow	Hills	TX	76188	817-500-0834
31807	1100 E Parker Rd	Plano	TX	75074	214-556-4523

31800	1604 E Beltline Rd	Richardson	TX	75081	214-431-4666
31701	5430 Walzem Road	San Antonio	TX	78218	210-591-0652
31705	1737 S W Loop 410	San Antonio	TX	78227	210-591-0578
31698	2904 N Navarro Blvd	Victoria	TX	77901	361-237-4982
31806	1701 S Main	Weatherford	TX	76086	817-374-4306
31110	1201 W State Highway 83	Weslaco	TX	78596	956-246-4229
	<b>Alamo QSR1, LLC - Akram Syed</b>				
	<b>4612 Old Pond Drive</b>				
	<b>Plano, TX 75024</b>				
31894	1112 S Timberland	Lufkin	TX	75901	936-634-9877
31895	2409 E End Blvd	Marshall	TX	75670	903-935-6421
31893	1505 N Street	Nacogdoches	TX	75961	409-569-1486
31849	11611 West Avenue	San Antonio	TX	78213	210-349-9301
31850	2227 S W Military Drive	San Antonio	TX	78224	210-922-9898
31892	205 S W Loop 323	Tyler	TX	75701	903-561-5726
	<b>KD Foods Enterprises, Inc – K Durrett</b>				
	<b>708 South Jackson Street</b>				
	<b>Jacksonville, TX 75766</b>				
31294	3224 S Texas Ave	Bryan	TX	77801	979-779-3995
31285	9571 Dyer St	El Paso	TX	79924	915-755-3780
31286	1104 Yarbrough Dr	El Paso	TX	79925	915-593-1327
31287	6141 Montana Ave	El Paso	TX	79925	915-779-7824
31295	1404 Ft Hood St	Killeen	TX	76542	254-526-6887
31291	201 N General Bruce Dr	Temple	TX	76501	254-778-8553
31297	3210 S 31St Street	Temple	TX	76501	254-771-1001
31290	901 South Sixth St	Waco	TX	76706	254-754-1641
31293	1801 N Valley Mills Dr	Waco	TX	76710	254-772-1966
	<b>Pak Foods, LLC - Tanweer Ahmed</b>				
	<b>17154 Butte Creek Road</b>				
	<b>Houston, TX 77090</b>				
31313	707 Dixie Drive	Clute	TX	77531	979/265-7711
31312	2060 Gessner	Houston	TX	77080	713/467-3959
31316	2009 Mangum Road	Houston	TX	77092	713/957-8822
31317	1100 Old Spanish Trail	Houston	TX	77054	713/661-8785
31871	6810 Highway 6 North	Houston	TX	77084	281/345-1565
31319	6929 Harrisburg Road	Houston	TX	77011	713/921-3440
31315	9950 FM 1960 Bypass	Humble	TX	77338	281/446-9600
31326	2101 Sam Houston Avenue	Huntsville	TX	77340	936/291-2391
31827	4100 Pasadena Blvd	Pasadena	TX	77503	281/542-0799
31321	5000 Fairmont Parkway	Pasadena	TX	77505	281/487-9415
31318	3202 E Broadway	Pearland	TX	77581	281/485-7340
	<b>Mernush, Inc – Hossain Makvandi</b>				
	<b>1721 Plummer Drive</b>				
	<b>Rockwall, TX 75087</b>				
8490	1214 E Main Street	Allen	TX	75002	972-359-2922
	<b>Beltway Fast Foods, Inc - Harry Singh</b>				
	<b>4218 Eden Point Lane</b>				
	<b>Katy, TX 7749</b>				
31794	5404 W Sam Houston Parkway	Houston	TX	77053	713-433-9100
	<b>Ikramul Baqui, Intekhab Chowdhury,</b>				
	<b>Ehsanul Baqui</b>				
	<b>1945 FM 1488</b>				
	<b>Hempstead, TX 77445</b>				
8470	1945 FM 1488	Hempstead	TX	77445	979-826-8522

	<b>RGV Go Fish, Ltd - Greenfield, Jerry</b>				
	<b>2101 N 23rd Street</b>				
	<b>McAllen, TX 78501</b>				
31029	2151 Garrison Street	Eagle Pass	TX	78852	830-773-2711
31028	5300 N San Dano	Laredo	TX	78041	956-724-2184
	<b>Tajay Restaurants, Inc</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31071	301 Westwood Drive	Abilene	TX	79603	325-677-7092
31072	2403 S Gregg	Big Spring	TX	79720	915-267-2290
31075	305 W Commerce	Brownwood	TX	76801	325-646-9351
31078	209 Loop 281 W	Longview	TX	75601	903-663-2311
31068	900 Andrews Highway	Midland	TX	79701	432-694-8134
31069	1918 E 8th Street	Odessa	TX	79760	915-333-2471
31073	115 E 42nd Street	Odessa	TX	79762	915-367-8529
31084	1418 W County Road	Odessa	TX	79763	915-333-1370
31082	3412 College Avenue	Snyder	TX	79549	325-573-8810
31182	2000 Maurine St	Wichita Falls	TX	76306	940-767-6256
31183	4413 Kemp Blvd	Wichita Falls	TX	76308	940-691-1761
	<b>Yummy Seafoods, LLC</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31509	4615 S Western	Amarillo	TX	79109	806-353-7021
31516	725 N Pierce St	Amarillo	TX	79107	806-373-5032
31527	504 Borger Shopping Plaza	Borger	TX	79007	806-273-7181
31530	West 1220 1st Street	Hereford	TX	79045	806-364-4411
31529	222 Clubview Dr	Levelland	TX	79336	806-894-9753
31514	1055 N Hobart	Pampa	TX	79065	806-665-2201
<b>TOTAL 84</b>					
	<b>VIRGINIA</b>				
	<b>Nita Enterprises - Virenda Patel</b>				
	<b>12005 Holly Leaf Court</b>				
	<b>Great Falls, VA 22066</b>				
31788	705 E Virginia Ave	Crewe	VA	23930	804 645-2171
	<b>Market Drive Food Shop-Stuart Harrell</b>				
	<b>908 Market Drive</b>				
	<b>Emporia, VA 23847</b>				
8450	908 Market Drive	Emporia	VA	23847	804-336-9997
	<b>Dink, Inc. - Brewer/Grimm</b>				
	<b>804 Newtown Road, Suite 103</b>				
	<b>Virginia Beach, VA 23462-2116</b>				
7923	904 Big Bethel Road	Hampton	VA	23666-1902	757 838-5107
7495	437 Denbigh Blvd	Newport News	VA	23602	757 874-5629
7359	1356 E Little Creek Rd	Norfolk	VA	23518	757 480-2298
7911	5405 Portsmouth Blvd	Portsmouth	VA	23701	757 465-8914
8035	1528 N Main Street	Suffolk	VA	23434	757 934-7711
7520	3341 Virginia Beach Blvd	Virginia Beach	VA	23452	757 340-6570
7322	6565 College Park Square	Virginia Beach	VA	23451	757 424-1429
7574	736 Merrimac Trail	Williamsburg	VA	23185	757 229-1924
	<b>Charter Foods, Inc. - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31575	706 Cummings Street	Abingdon	VA	24211	276-628-7432
31597	2040 Lee Hwy	Bristol	VA	24201	276-669-6633
31595	1625 Roanoke St	Christiansburg	VA	24073	540-382-7024

31574	Rt 2	Clintwood	VA	24228	276-926-6762
31570	491 Front Street	Coeburn	VA	24230	276-395-5254
31589	133 Piney Forest Rd	Danville	VA	24540	434-797-5577
31558	7420 Lee Hwy	Fairlawn	VA	24141	540-731-1588
31567	941 E Stuart Dr	Galax	VA	24333	276-236-2261
31573	215 Kane St	Gate City	VA	24251	276-386-9761
31559	111 U S 460 East	Grundy	VA	24614	276-935-7300
31568	1986 East Main Street	Lebanon	VA	24266	276-889-4361
31588	2019 Wards Rd	Lynchburg	VA	24502	434-239-1316
31593	4812 S Amherst Highway	Madison Hgts	VA	24572-2478	434-845-2130
31560	905 N Main St	Marion	VA	24354	276-783-4455
31594	802 E Church St	Martinsville	VA	24112	540-638-7300
31576	908 E Morgan Ave	Pennington Gap	VA	24277	276-546-4662
31261	2206 Laburnum Ave	Richmond	VA	23222	804-321-9292
31262	7531 Midlothian Turnpike	Richmond	VA	23225	804-276-2254
31587	2809 Franklin Rd	Roanoke	VA	24014	540-345-4555
31590	4713 Williamson Rd	Roanoke	VA	24012	540-366-7000
31591	1446 Apperson Way	Salem	VA	24153	540-389-5088
31600	4012 Halifax Rd	South Boston	VA	24592	434-575-8500
31572	899 E Fincastle Rd	Tazewell	VA	24651	276-988-9043
31592	801 Hardy Rd	Vinton	VA	24179	540-344-6393
31561	880 E Main St	Wytheville	VA	24382	276-228-8481
	<b>Darshak Patel</b>				
	<b>208 N Birdneck Road</b>				
	<b>Virginia Beach, VA 23451</b>				
31874	208 N Birdneck Road	Virginia Beach	VA	23451	757/352-2200
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31759	4301 Dale Blvd	Dale City	VA	22193	703-680-2738
31758	7049 Leesburg Pike	Falls Church	VA	22046	703-241-1633
31762	1760 E Market St	Harrisonburg	VA	22801	540-434-1437
31764	800 1/2 Berryville Ave	Winchester	VA	22601	540-662-8947
<b>TOTAL 40</b>					
<b>WEST VIRGINIA</b>					
	<b>Performance Foods - Joe Feeny</b>				
	<b>441 Lexington Ave, P O Box 3643</b>				
	<b>Mansfield, OH 44907-0643</b>				
31441	4121 MacCorkle Ave	Charleston	WV	25304	304-925-9668
31442	6 Kanawha Blvd E	Charleston	WV	25301	304-342-3893
31450	Rt 4	Gassaway	WV	26624	304-364-5910
31455	5644 State Rt 60 E	Huntington	WV	25705	304-736-4831
31457	2689 5Th Ave	Huntington	WV	257021328	304-522-3761
31446	602 Main Ave	Logan	WV	25601	304-752-8421
31452	600 Main St	Madison	WV	25130	304-369-2396
31445	9109 MacCorkle Ave	Marmet	WV	25315	304-949-4339
31016	4004 7th Street	Parkersburg	WV	26101	304-428-4331
31448	800 Main Street	Ripley	WV	25271	304-372-4109
31443	MacCorkle Vine St-Spring Hill	S Charleston	WV	25303	304-768-7210
31458	813 Northside Dr	Summersville	WV	26651	304-872-5157
31017	311 Grand Central Ave	Vienna	WV	26105	304-428-5033
	<b>MCAA Partners, LLC - Aesha Jafrey</b>				
	<b>5410 Trabuco Road, Suite 130</b>				
	<b>Irvine, CA 92620</b>				
31209	Rte 6	Buckhannon	WV	26201	304-472-2828
31205	824 W Pike St	Clarksburg	WV	26301	304-623-4505



31206	1513 Harrison Ave	Elkins	WV	26241	304-636-7980
31663	1100 Fairmont Ave	Fairmont	WV	26554	304-366-5440
31664	Sabraton Shopping Center	Morgantown	WV	26505	304-296-2142
31211	Rte 2 & Western Ave	Moundsville	WV	26041	304-845-9500
31208	206 N State St Rte 2	New Martinsville	WV	26155	304-455-2570
31212	3940 S Main St	Weirton	WV	26062	304-748-5560
31207	550 US Highway 33 East	Weston	WV	26452-7052	304-269-6602
31210	770 National Rd	Wheeling	WV	26003	304-233-1733
	<b>Charter Foods, Inc. - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31582	P O Box 393	Beaver	WV	25813	304-252-1731
31552	4256 Robert C Byrd Dr	Beckley	WV	25801	304-252-2111
31554	3124 Cumberland Ave	Bluefield	WV	24701	304-327-7855
31846	174 Whitewater Ave	Fayetteville	WV	25840	304/574-2323
31565	204 Seneca Trail	Ronceverte	WV	24970	304-647-5761
31577	1175 Riverside Dr	Welch	WV	24801	304-436-3300
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31756	2035 Edwin Miller Blvd	Martinsburg	WV	25401	304-263-6648
<b>TOTAL 30</b>					
<b>STORES 680</b>					

LIST OF FRANCHISE RESTAURANTS BY STATE - CO-BRAND					
December 28, 2011					
Store	Restaurant Address	City	State	Zip	Phone
<b>ALASKA</b>					
	<b>Wagstaff Atte Alaska, Inc. - Denman Wagstaff</b>				
	<b>P. O. Box 1778</b>				
	<b>Hanford, CA 93232-1778</b>				
D002025	2415 East Tudor	Anchorage	AK	99507	907-562-1163
<b>TOTAL 1</b>					
<b>ALABAMA</b>					
	<b>Charter Foods, Inc. - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31602	2220 Sparkman Drive	Huntsville	AL	35801	256-851-0718
	<b>JRN, Inc. - John R. Neal</b>				
	<b>PO Box 1257, 201 West 7<sup>th</sup> Street</b>				
	<b>Columbia, TN 38402</b>				
8343	2460 South McKenzie Street	Foley	AL	36535	251-943-3100

	<b>Tacala, LLC - Donald M. Ghareeb</b>				
	<b>4268 Cahaba Heights Court</b>				
	<b>Birmingham, AL 35243</b>				
22750	7756 Crestwood Blvd	Birmingham	AL	35210	205-956-5251
22775	2610 Stillman Blvd	Tuscaloosa	AL	34501	205-345-3852
<b>TOTAL 4</b>					
	<b>ARIZONA</b>				
	<b>E &amp; C Taco, Inc - Arthur Chase</b>				
	<b>2782 W Jasper Drive</b>				
	<b>Chandler, AZ 85224</b>				
024055	21222 E Rittenhouse Rd	Queen Creek	AZ	85242	480-888-9402
	<b>Sand Taco, Inc - Skip Chase</b>				
	<b>2782 West Jasper Drive</b>				
	<b>Chandler, AZ 85224</b>				
8744	9315 Baseline Road	Mesa	AZ	85212	480-986-3399
	<b>Desert Bells, Inc - Jerry Lee</b>				
	<b>7155 East Thomas Road</b>				
	<b>Scottsdale, AZ 85251</b>				
21549	1729 E Florence Blvd	Casa Grande	AZ	85222	520-876-4872
	<b>Robert Anderson</b>				
	<b>547 Miller Valley Road</b>				
	<b>Prescott, AZ 86301</b>				
D305001	547 Miller Valley Road	Prescott	AZ	86301	928-778-3451
	<b>Mohtheshum, Seesh</b>				
	<b>66 Country Center Drive</b>				
	<b>Pagosa Springs, CO 81147</b>				
C445004	515 E Wickenburg Way	Wickenburg	AZ	85390	928-684-7396
	<b>B&amp;E Foods, LLC - Robert Monson</b>				
	<b>1108 East 9th Place</b>				
	<b>Casa Grande, AZ 85222</b>				
J605013	21566 N John Wayne Parkway	Maricopa	AZ	85329	602-258-2711
	<b>Nellis Seafood, L C. - Richard Levitt</b>				
	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
31366	1495 North Dysart Road	Avondale	AZ	85323	623-932-2065
31359	6830 W Peoria Ave	Peoria	AZ	85345	602-486-4577
31365	7509 W Encanto Blvd	Phoenix	AZ	85382	623-873-1036
	<b>Kyle Ogden</b>				
	<b>1490 S Paloma Blanco Place</b>				
	<b>Kingman, AZ 86401</b>				
K201002	2302 Hualapai Mountain Road	Kingman	AZ	86401	928-718-1666
	<b>Mark Peterson</b>				
	<b>P. O. Box 4179</b>				

	<b>Kingman, AZ 86402</b>				
022919	600 Highway 95, Suite 500	Bullhead City	AZ	86430	928-754-2900
023965	4978 S Highway 95	Fort Mohave	AZ	86426	928-763-8080
022346	7795 North 59th Avenue	Glendale	AZ	85301	623-939-8300
022456	8645 N 7th Street	Phoenix	AZ	85020	520-876-4872
023233	725 W Southern Avenue	Phoenix	AZ	85041	602-276-4971
002091	1605 N Park Drive	Winslow	AZ	86047	928-289-4212
	<b>Westaco Inc - Ross Vogt</b>				
	<b>7155 East Thomas Road</b>				
	<b>Scottsdale, AZ 85251</b>				
22356	3460 E Route 66	Flagstaff	AZ	86004	928-526-2036
023970	2881 S Market St	Gilbert	AZ	85296	480-855-5725
<b>TOTAL 18</b>					
<b>ARKANSAS</b>					
	<b>Reed Food Service - Vincent Gentry, Scott Reed</b>				
	<b>2916 Kells Abbey</b>				
	<b>Fort Smith, AR 72908</b>				
31187	525 Hwy 412 West	Siloam Springs	AR	72761	501 524-2270
	<b>BRM Foods, Inc - Robert Mosesso</b>				
	<b>119 W Market Ave., PO Box 1058</b>				
	<b>Searcy, AR 72143</b>				
8278	1311 St Louis Street	Batesville	AR	72501	870-698-1678
8133	1333 Highway 65 South	Clinton	AR	72031	501-745-6300
C080023	207 South Bloomington	Lowell	AR	72745	479-770-0781
8279	2204 Malcolm Avenue	Newport	AR	72212	870-523-6323
	<b>Magness Oil Company - Benny Magness</b>				
	<b>P O Box 323</b>				
	<b>Gassville, AR 72635</b>				
8119	7104 Highway 62 West	Gassville	AR	72635	870-435-6700
	<b>K-Mac Enterprises, Inc. - Fiori, Sam</b>				
	<b>P O Box 6538</b>				
	<b>Ft Smith, AR 72906</b>				
J295027	613 East Broadway	North Little Rock	AR	72114	501-372-7807
<b>TOTAL 7</b>					
<b>CALIFORNIA</b>					
	<b>US Food Corp, Inc. - Koorosh Zaghi</b>				
	<b>201 Wilshire Blvd., 2nd Floor</b>				
	<b>Santa Monica, CA 90401</b>				
31900	9410 Rosedale Highway	Bakersfield	CA	93312	661-587-2392
31898	2674 Mt Vernon Avenue	Bakersfield	CA	93306	661-871-6607
31901	406 W Shaw Avenue	Clovis	CA	93612	559-298-8910
	<b>Javaid Chaudhry</b>				
	<b>2136 Sunny Ridge Pl.</b>				
	<b>Fullerton, CA 92833</b>				

D168001	10905 Imperial Highway	Norwalk	CA	90650	310-929-1122
	<b>Donald Sheldrake</b>				
	<b>14325 Iseli Road</b>				
	<b>Santa Fe Springs, CA 90670</b>				
8255	1078 W Rosecrans Avenue	Gardena	CA	90247	310-324-9153
K710020	33911 Yucaipa Blvd	Yucaipa	CA	92399	909-790-3193
	<b>A Aminpour-Great American Chicken Corp</b>				
	<b>6310 San Vicente Blvd , Suite 360</b>				
	<b>Los Angeles, CA 90048</b>				
E791028	299 S Euclid Street	Anaheim	CA	92802	714-491-2456
E791063	43559 Tenth Street West	Lancaster	CA	93534	661-948-8175
E791032	1827 E Avenue J	Lancaster	CA	93535	661-948-8473
E791035	4525 Torrance Blvd	Torrance	CA	90503-4303	310-542-0283
	<b>Marble USA Inc - Shamez Jivraj</b>				
	<b>904 51st Street, Suite 200</b>				
	<b>Edmonton, AB, Canada T6E 5X4</b>				
C191016	155 Marketplace	San Diego	CA	92102	619-262-1915
	<b>Zubair Kazi</b>				
	<b>134 West Chocolate Avenue</b>				
	<b>Hershey, PA 17033</b>				
8353	13720 Van Nuys Blvd	Pacoima	CA	91331	818-897-2309
	<b>Shamin Management, Inc - Shafiq Surti</b>				
	<b>3777 Pacific Coast Highway</b>				
	<b>Torrance, CA 90505</b>				
8243	1325 E 17th Street	Santa Ana	CA	92701	714-541-0310
	<b>M Baker Management Inc</b>				
	<b>PO Box 340</b>				
	<b>Capitola, CA 95010</b>				
301006	3134 Del Monte Blvd	Marina	CA	93933	831-384-9536
C301002	865 Lighthouse Avenue	Monterey	CA	93940	831-373-0133
C301018	771 Center Drive	San Marcos	CA	92069	760-781-3384
C301003	1175 Fremont Blvd	Seaside	CA	93955	831-899-2535
C301005	1610 Freedom Blvd	Watsonville	CA	95076	831-722-3303
	<b>OCAT, Inc -- J Allen Beebe</b>				
	<b>801 10th Street, FL 5-2</b>				
	<b>Modesto, CA 95354</b>				
8272	1005 Academy	Sanger	CA	73657	559-875-3536
	<b>Prendiville, Mark</b>				
	<b>385 Parkland Farms Blvd.</b>				
	<b>Healdsburg, CA 95448</b>				
H220001	9750 Highway 53	Lower Lake	CA	95457	707-473-9871
	<b>Thomas Management</b>				
	<b>2940 East La Palma, #D</b>				

	<b>Anaheim, CA 92806</b>				
E085025	32425 Highway 79	Temecula	CA	92592	951-302-2199
	<b>Harman Management Corp</b>				
	<b>199 First Street, Suite 212</b>				
	<b>Los Altos, CA 94022</b>				
E720159	1805 Winchester Road	Campbell	CA	95008	408/374-3890
E720505	2263 N Texas Street	Fairfield	CA	94533	707/422-5220
E720487	10350 Twin Cities Rd	Galt	CA	95632	209-744-1700
E720069	7145 Redwood Blvd	Novata	CA	94945	415-893-0465
E720027	2155 Railroad Avenue	Pittsburg	CA	94565	925-439-2101
E720471	12319 San Pablo Ave	Richmond	CA	94805	510-232-2722
E720031	1111 El Camino Real	S San Francisco	CA	94080	650-588-2256
E720441	1501 Meadowview Road	Sacramento	CA	95832	916-421-9876
E720508	2128 Sutterville Rd	Sacramento	CA	95822	916-454-4811
E720195	3098 McKee Road	San Jose	CA	95127	408-923-3260
E720501	2609 Charleston Road	Mountain View	CA	94043	650-968-8866
	<b>Manuel Galhandro</b>				
	<b>7876 Kent Avenue</b>				
	<b>Hanford, CA 93230</b>				
C311002	333 Monte Vista Drive	Dinuba	CA	93618	559-591-2462
	<b>Rana Foods, Inc 4175 - Tahir Salim</b>				
	<b>4175 Strandberg Circle</b>				
	<b>Corona, CA 92881</b>				
C093002	14258 Highway 395	Adelanto	CA	92301	760-246-8999
C093004	32406 Clinton Keith Road	Wildomar	CA	92595	951-0609-1300
<b>TOTAL 35</b>					
<b>COLORADO</b>					
	<b>Harman Management Corp</b>				
	<b>199 First Street, Suite 212</b>				
	<b>Los Altos, CA 94022</b>				
31370	5350 S Parker Road	Aurora	CO	80015	720-870-3705
E720493	24223 E Prospect Avenue	Aurora	CO	80016	720/274-5656
E720496	4740 E Bromley Lane	Brighton	CO	80603	720/685-0187
31369	2120 S Federal Blvd	Denver	CO	80219	303-935-5776
E720342	2413 8th Avenue	Greeley	CO	90631	970-352-3771
31368	8775 N Washington Street	Thornton	CO	80229	303-288-1606
E720482	250 W 136th Avenue	Westminster	CO	80234	720-929-9300
E720352	5101 E 60th Avenue	Commerce City	CO	80022	303-289-1104
E720230	3801 Federal Blvd	Denver	CO	80211	303-455-3197
	<b>El Gregorio, Inc - Gregory Hoffman</b>				
	<b>P O Box 3287</b>				
	<b>Littleton, CO 80161</b>				
023163	3984 Red Cedar Drive	Highlands Ranch	CO	80124	303-346-8503

	<b>Humdinger Investments, LLP – Greg Parish</b>				
	<b>PO Box 336</b>				
	<b>Montrose, CO 81402</b>				
8476	2020 N Townsend Avenue	Montrose	CO	81402	970-249-1818
	<b>Mini Merc Inc. - Terry Sower</b>				
	<b>487 E Colorado Dr, PO Box15</b>				
	<b>Bayfield, CO 81122</b>				
8267	487 East Colorado Drive	Bayfield	CO	81122	970/884-4911
	<b>Palo Alto, Inc. - Linda Alvarado</b>				
	<b>924 W Colfax Avenue, Suite 302</b>				
	<b>Denver, CO 80204-2469</b>				
22091	4105 Chambers Road	Denver	CO	80239	303-307-4338
002220	11701 W Colfax	Lakewood	CO	80215	303-233-5574
002643	10832 Crossroads Dr	Parker	CO	80134	303-841-9746
	<b>Yum Foods, Inc - Seesh Motheshum</b>				
	<b>P O Box 20759</b>				
	<b>Wickenburg, AZ 85358</b>				
023155	2435 Main Street, Lot 4B-2	Alamosa	CO	81101	719-589-2140
	<b>Mid Plains Food &amp; Lodging Inc - Mark Wilkinson</b>				
	<b>202 N Dewey Street</b>				
	<b>North Platte, NE 69101</b>				
G003003	700 W Main Street	Sterling	CO	80751	970/522-5220
<b>TOTAL 17</b>					
<b>FLORIDA</b>					
	<b>White Stone Foods, LLC</b>				
	<b>4581 Weston Road, #349</b>				
	<b>Weston, FL 33331</b>				
31439	2082 U S Highway 92	Auburndale	FL	33823	863-967-2769
31437	351 N Missouri Avenue	Largo	FL	33770	727-559-9579
31429	306 N Highway 17-92	Longwood	FL	32750	407-339-2340
31440	8485 S Orange Blossom Trail	Orlando	FL	32809	407-438-4801
31436	7299 Park Blvd	Pinellas Park	FL	33781	727-544-3831
31435	8539 U S Highway 19 South	Port Richey	FL	33668	727-849-6674
31428	2440 Commercial Way	Spring Hill	FL	34606	352-688-4428
31434	1707 E Fowler	Tampa	FL	33612	813-977-0914
31438	7441 Gall Blvd	Zephyrhills	FL	33541	813-715-4513
	<b>D-Carr Investments, Inc</b>				
	<b>P. O. Box 280</b>				
	<b>Cassville, MO 65625</b>				
K275008	2801 Reynolds Drive	Fort Pierce	FL	34945	407-595-0798
K275007	6632 US Highway 1	Port St Lucie	FL	34952	407-468-8342
K275032	2419 SE Federal Hwy	Stuart	FL	34994	772-286-1188
	<b>Ferber and Sons, Inc. - Dan Ferber</b>				
	<b>7678 15th Street East</b>				
	<b>Sarasota, FL 34243</b>				

G961018	6440 E Road 64	Bradenton	FL	34208	941-748-3353
	<b>Coastal QSR LLC - Nick Peters</b>				
	<b>2 Concourse Parkway, #155</b>				
	<b>Atlanta, GA 30328</b>				
024570	6310 State Road 70 East	Bradenton	FL	34206	941-727-1204
024569	8993 Dani Drive	Fort Myers	FL	33905	239-274-3345
	<b>Syed Raheel and Ramin Raheel</b>				
	<b>3415 S Sepulveda Blvd., Ste. 615</b>				
	<b>Los Angeles, CA 90034</b>				
7171	1180 South Babcock	Melbourne	FL	32901	407 724-8866
7157	175 E Merritt Island Causeway	Merritt Island	FL	32952	407 453-3380
7614	2156 Ridgewood Avenue	South Daytona	FL	32019	904 761-8400
	<b>Luihn Food Systems, Inc - Allen S. Luihn</b>				
	<b>5715 University Avenue</b>				
	<b>Winston-Salem, NC 27105</b>				
J120084	349 Semoran Blvd	Fern Park	FL	32730	407-831-6500
J120085	426 E Michigan Street	Orlando	FL	32806	407-428-1170
	<b>BFG Florida, LLC - David Shryock</b>				
	<b>940 Meadow Ridge Drive</b>				
	<b>Holland, MI 49424</b>				
025994	2721 Clear Lake Road	Cocoa	FL	32922	321-631-8938
025991	3645 N Atlantic Blvd	Cocoa Beach	FL	32931	321-783-8080
026804	711 Lee Road	Orlando	FL	32810	407-299-1929
026798	10005 University Blvd	Orlando	FL	32617	407-679-2551
026806	16880 E Colonial Drive	Orlando	FL	32820	407-568-9114
026808	1859 West CR 419	Ovieda	FL	32766	407-359-6612
025995	631 Barnes Blvd	Rockledge	FL	32955	321-638-4789
026805	1200 W P Ball Blvd	Sanford	FL	32771	407-688-0457
	<b>Michael Kulp-FQSR, LLC</b>				
	<b>8900 Indian Creek Parkway, Suite 100</b>				
	<b>Overland Par, KS 66210</b>				
G135054	7103 Seminole Blvd	Seminole	FL	33772	727-397-6148
<b>TOTAL 29</b>					
<b>GEORGIA</b>					
	<b>Michael Kulp-FQSR, LLC</b>				
	<b>8900 Indian Creek Parkway, Suite 100</b>				
	<b>Overland Par, KS 66210</b>				
G135075	5681 Memorial Drive	Stone Mountain	GA	30083	404-292-0302
	<b>JRN, Inc. - John Neal</b>				
	<b>P.O. Box 1257</b>				
	<b>Columbia, TN 38402</b>				
J718296	5615 Milgen Road	Columbus	GA	31907	706-569-9688
J718301	1807 South Lumpkin	Columbus	GA	31903	706-687-7276
J718302	3100 Buena Vista Road	Columbus	GA	31906	706-687-6979

	<b>GK Management, Inc</b>				
	<b>2095 Highway 211 N.W , Suite 2F, #362</b>				
	<b>Braselton, GA 30517</b>				
31852	1603 Turner McCall Blvd	Rome	GA	30161	706 235-2608
	<b>The Inman and Mary Sue Hodges Limited Partnership - Inman L Hodges</b>				
	<b>2610 Skidaway Road</b>				
	<b>Savannah, GA 31404</b>				
8322	2610 Skidaway Road	Savannah	GA	31404	912-236-3713
	<b>Exceptional Restaurant Co , Inc. - Jerome Thomas</b>				
	<b>268 W Main St.</b>				
	<b>Buford, GA 30518</b>				
22827	240 Fairview Road	Ellenwood	GA	30294	770-507-9770
22435	455 Peachtree Industrial Blvd	Suwanee	GA	30024	770-831-5560
	<b>RGC Restaurants, Inc. - Bob Cox</b>				
	<b>6234 Perimeter Dr. Bldg F-101</b>				
	<b>Chattanooga, TN 37421</b>				
022170	170 Bill Wington Pkwy	Jasper	GA	30143	706-253-8226
	<b>Patel Chicken, LLC - Ashwin Patel</b>				
	<b>170 Tom Hill Sr. Blvd.</b>				
	<b>Macon, GA 31210</b>				
D035004	200 North 400 Center Lane	Dawsonville	GA	30534	706-216-0024
	<b>Patrick Mulkey</b>				
	<b>P O Box 13503</b>				
	<b>Atlanta, GA 30324</b>				
022395	8056 Mall Parkway	Lithonia	GA	30038	
<b>TOTAL 11</b>					
<b>HAWAII</b>					
	<b>Hawaii ALJ, Inc</b>				
	<b>949 Kamokila Blvd., Suite 370</b>				
	<b>Kapolei, Hawaii 96707</b>				
97349	95-656 Lanī Kuhana Avenue	Mililani	HI	96789	808-625-6724
<b>TOTAL 1</b>					
<b>IDAHO</b>					
	<b>D &amp; D Idaho Food, Inc. - Denman Wagstaff</b>				
	<b>P.O Box 1778</b>				
	<b>Hanford, CA 93232</b>				
C936025	1680 N Westland Drive	Boise	ID	83704	208-321-1393
C936015	3220 W State St	Boise	ID	83703	208-342-8162
<b>TOTAL 2</b>					
<b>ILLINOIS</b>					
	<b>Treasure Isles, Inc - Frank Cain</b>				
	<b>407 North Broadway</b>				



	<b>Lexington, KY 40508-1301</b>				
7365	2501 East Oakland Avenue	Bloomington	IL	61701	309-663-1823
31283	379 N Bluff Road	Collinsville	IL	62234	618 345-5571
8077	#1 Ohren Drive	Litchfield	IL	62056	217-324-7131
7406	1208-16 East Charleston Ave	Mattoon	IL	61938	217-235-5354
7564	1030 Clock Tower Dr	Springfield	IL	62702	217-787-1562
	<b>Natron Corp - Natvar Solanki</b>				
	<b>29375 West Ten Mile Road</b>				
	<b>Farmington Hills, MI 48336</b>				
026008	581 Bob Blair Road	Minooka	IL	60447	815/521-4123
	<b>RLC Enterprises Inc. - Iris Cohn</b>				
	<b>155 Revere Drive</b>				
	<b>Northbrook, IL 60062</b>				
002781	54 South Route 12	Fox Lake	IL	60020	847-587-8517
002645	4112 W Elm	McHenry	IL	60050	815-385-1900
	<b>Central Iowa KFC Inc. - Kevin Schlutz</b>				
	<b>P.O Box 269</b>				
	<b>Columbus Junction, IA 52738</b>				
G160017	615 East Jackson Street	Macomb	IL	61455	309-833-4125
	<b>Nellis Seafood, L C - Mark Levitt</b>				
	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
31307	140 N Main	East Peoria	IL	61611	309 698-0515
7501	4420 16th St	Moline	IL	61265	309 764-2234
31305	2111 Court Street	Pekin	IL	61554	309 353-2478
	<b>RLC Enterprises, Inc. - Jerry Juneau</b>				
	<b>155 Revere Dr, Suite 5</b>				
	<b>North Brook, IL 60062</b>				
002338	2015 Lake Street	Mundelein	IL	60060	847-949-7880
	<b>Slater Enterprises, Inc. - Thomas Slater</b>				
	<b>82 Green Number 7 Drive</b>				
	<b>St Charles, MO 63303</b>				
D280011	1710 Grand Avenue	Beardstown	IL	62618	217-323-5535
	<b>Neil Borkan</b>				
	<b>1020 N Milwaukee Ave #360</b>				
	<b>Deerfield, IL 60015</b>				
8790	6622 W Fullerton Avenue	Chicago	IL	60639	773-237-4661
	<b>Michael Bartlett</b>				
	<b>1803 Woodfield Drive</b>				
	<b>Savoy, IL 61874</b>				
D333006	1160 North State Street	Belvidere	IL	61008	815-544-0011
D333053	1586 W Lane Road	Machesney Park	IL	61115	815-877-0938
D333023	5949 E State	Rockford	IL	61108	815-229-7506

	<b>Keis Foods, Inc. -Scott King</b>				
	<b>50 W. Douglas Street, Suite 1101</b>				
	<b>Freeport, IL 61032</b>				
K055007	420 N Harlem Avenue	Freeport	IL	61032	815-232-7315
K055002	1806 N Division St	Morris	IL	60450	815/942-6676
K055001	1690 Dekalb Ave	Sycamore	IL	60178	815-895-8225
	<b>Raheel Foods, Inc.</b>				
	<b>3415 S. Sepulveda Blvd , Ste. 615</b>				
	<b>Los Angeles, CA 90034</b>				
L595036	1600 W Marquette Rd	Chicago	IL	60636	773-778-7770
L595038	1914 W 79th St	Chicago	IL	60620	773-846-0514
L595046	6034 W North Ave	Chicago	IL	60639	773-745-7162
L595052	4614 S Damen Ave	Chicago	IL	60609	773-847-7331
	<b>Raheel Foods 2, Inc</b>				
	<b>3415 S Sepulveda Blvd , Ste 615</b>				
	<b>Los Angeles, CA 90034</b>				
31402	200 N Bollingbrook Drive	Bollingbrook	IL	60440	630-739-5351
31400	4960 West 211th Street	Matteson	IL	60443	708-481-7048
31404	8712 S Cicero Ave	Oak Lawn	IL	60453	708-425-1082
31403	380 West Rollins Road	Round Lake Beach	IL	60073	847-740-7324
31401	2030 N Lewis Avenue	Waukegan	IL	60087	847-360-0689
	<b>Weaver Enterprises, Inc.</b>				
	<b>P O Box 3280</b>				
	<b>Peoria, IL 61612</b>				
L660043	1115 West Lincoln Highway	Dekalb	IL	60115	816-758-5119
L660016	2803 Columbus Street	Ottawa	IL	61350	815-434-6333
L660030	1036 W Reynolds Street	Pontiac	IL	61764	815-844-2445
L660024	2516 East Lincoln Way	Sterling	IL	61081	815-625-7254
L660044	1613 N Bloomington Street	Streator	IL	61364	815-673-2588
<b>TOTAL 35</b>					
<b>INDIANA</b>					
	<b>Affinity Fletcher 102, Inc</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31686	3707 National Rd E	Richmond	IN	47374	765-966-6245
	<b>Listenberger &amp; Kozel LLC</b>				
	<b>P. O. Box 1512</b>				
	<b>Plymouth, IN 46563</b>				
H267004	451 W North Street	Kendallville	IN	46755	260-347-1160
	<b>KC Of Madison County, LLC - Paul Kozel</b>				
	<b>3574 Briarwood Lane</b>				
	<b>Muncie, IN 47304</b>				
G103007	899 Cass Street	Wabash	IN	46992	260-563-8955
	<b>Frank Kapfhammer</b>				
	<b>320 Whittington Pkwy</b>				

	<b>Louisville, KY 40222-5153</b>				
31785	2140 State St	New Albany	IN	47150	812-948-0740
	<b>Ron Switzer</b>				
	<b>811 Corporate Drive</b>				
	<b>Lexington, KY 40502-5407</b>				
7703	1728 East Markland Street	Kokomo	IN	46901	765 457-7857
7100	2839 Teal Road	Lafayette	IN	47905	765 474-0304
C086001	3411 US Highway 24 East	Logansport	IN	46947	574-722-2241
7295	1409 West Kem Road	Marion	IN	46952	765 664-7042
7220	3110 Wheeling Ave	Muncie	IN	47303	765 747-0557
	<b>Food, Folks &amp; Fun, Inc - Robinson, Terry</b>				
	<b>7895 Broadway</b>				
	<b>Merrillville, IN 46410</b>				
H200032	3220 East 80th Avenue	Hobart	IN	46342	219-947-7744
	<b>Larry Ross</b>				
	<b>7815 Inverness Lakes Trail</b>				
	<b>Ft Wayne, IN 46804</b>				
H534002	323 West Plaza Drive	Columbia City	IN	46725	219-244-7500
H534001	240 N 13th Street	Decatur	IN	46733	260-724-9533
	<b>Mariane, Inc. - Randolph Stuck</b>				
	<b>PO Box 250</b>				
	<b>Houghton Lake, MI 48629</b>				
022428	6320 Bluffton Road	Fort Wayne	IN	46809	260-747-7053
	<b>Alice Schleicher</b>				
	<b>7604 State Highway 60</b>				
	<b>Sellersburg, IN 47172</b>				
J575030	1850 North State Street	North Vernon	IN	47265	812-346-3400
	<b>Barrels, Inc - Robert Poindexter</b>				
	<b>2413 Rechter Road</b>				
	<b>Bloomington, IN 47401</b>				
C935007	402 S Main Street	Salem	IN	47167	812-883-3032
	<b>Poindexter &amp; Son, Inc</b>				
	<b>1240 Jackson St.</b>				
	<b>Columbus, IN 47201</b>				
F430003	1906 N Lincoln Road	Greensburg	IN	47240	812-663-7997
<b>TOTAL 16</b>					
<b>IOWA</b>					
	<b>Nellis Seafood, L C - Mark Levitt</b>				
	<b>6200 Aurora Avenue, Suite 310 W</b>				
	<b>Urbandale, IA 50322</b>				
31257	1414 North Roosevelt Avenue	Burlington	IA	52601	319 753-5000
7605	3702 Brady Street	Davenport	IA	52806	319 386-3262
31834	2552 East University	Des Moines	IA	50266	515-262-4700
7730	4420 Sergeant Road	Sioux City	IA	51106	712 274-2202
7690	2775 Crossroads Boulevard	Waterloo	IA	50702	319 236-0505

	<b>Doris Nelton and Charles Nelton</b>				
	<b>5105 Emerson</b>				
	<b>Ames, IA 50017</b>				
D173001	1513 US Highway 169 North	Algona	IA	50511	515-295-5844
	<b>Mashek Brothers, LLP -- Wayne Mashek</b>				
	<b>628 2nd Avenue S W</b>				
	<b>Cresco, IA 52136</b>				
8177	628 2 <sup>nd</sup> Street SW	Cresco	IA	52136	563-547-3112
	<b>Weaver Enterprises - Jerry Weaver</b>				
	<b>P.O. Box 3280</b>				
	<b>Peoria, IL 61612</b>				
L660036	6104 University Avenue	Cedar Falls	IA	50613	319-266-8551
L660040	3010 Main Street	Keokuk	IA	52632	319- 524-8033
	<b>Weaver Ventures - Chuck Weaver</b>				
	<b>P. O. Box 3280</b>				
	<b>Peoria, IL 61612</b>				
L680003	924 North Second Street	Clinton	IA	52732	563-243-1014
	<b>Nissen, Inc - Craig Nissen</b>				
	<b>PO Box 428</b>				
	<b>Spirit Lake, IA 51360</b>				
E123001	3510 Highway 71 S	Spirit Lake	IA	51360	712/336-2993
<b>TOTAL 11</b>					
<b>KANSAS</b>					
	<b>American Seafood Partners, L P - Hal W McCoy</b>				
	<b>3020 N. Cypress Rd., Ste 100</b>				
	<b>Wichita, KS 67226</b>				
E865001	2118 E Kansas Rd	McPherson	KS	67460	620/241-1762
	<b>D-Carr Investments, Inc</b>				
	<b>P O Box 280</b>				
	<b>Cassville, MO 65625</b>				
K275030	8669 W 135th Street	Overland Park	KS	66223	913/681-7806
	<b>Estes Enterprises, Inc</b>				
	<b>615 Illinois</b>				
	<b>Pratt, KS 67124</b>				
31460	1019 E Crawford	Salina	KS	67401	785-827-6083
	<b>Brian Johnson</b>				
	<b>P.O. Box 279</b>				
	<b>Noonan, ND 58765</b>				
31627	1503 W 23rd Street	Lawrence	KS	66044	785-841-2900
31625	3201 S Fourth Street	Leavenworth	KS	66048	913-682-5255
31623	9900 W 63rd Street	Mernam	KS	66203	913-831-3585
31624	607 E Santa Fe	Olathe	KS	66061	913-764-1511
31628	11990 S Strang Line	Olathe	KS	66062	913-768-4141

	<b>Mitra Hedgehog, LLC - Manish Patel</b>				
	<b>4901 LBJ Freeway, Suite 150</b>				
	<b>Dallas, TX 75244</b>				
K071027	2101 South Main Street	Fort Scott	KS	66701	620-223-6000
<b>TOTAL 9</b>					
	<b>KENTUCKY</b>				
	<b>Frank Kapfhammer</b>				
	<b>320 Whittington Pkwy</b>				
	<b>Louisville, KY 40222-5153</b>				
31787	3840 E John Rowan Blvd	Bardstown	KY	40004	502-348-8570
31786	8315 Preston St	Louisville	KY	40219	502-961-6234
8033	3218 South Highway 27	Somerset	KY	42501	606 677-9813
31841	333 South Dixie Highway	Radcliff	KY	40160	270 351-6991
	<b>Caveland, Inc - Wayne Gaunce</b>				
	<b>113 W. Public Square</b>				
	<b>Glasgow, KY 42141-2413</b>				
7079	I 65 @ KY 70 to Mammoth Cave Rd	Cave	KY	42127	270 773-3883
7327	713 Happy Valley Road	Glasgow	KY	42141	270 651-8005
	<b>Morehead Foods, Inc - Gail Hayes</b>				
	<b>162 Lake Pine Road</b>				
	<b>Mooresville, NC 28115</b>				
7934	Ky Route 1947	Grayson	KY	41143	606 474-6300
7128	243 Flemingsburg Rd	Morehead	KY	40351	606 784-6605
	<b>Pikeville Seafood Shoppes, Inc - Frank Justice</b>				
	<b>P O Box 3367</b>				
	<b>Pikeville, KY 41502</b>				
7438	South Mayo Trail	Pikeville	KY	41501	606 432-3339
	<b>Charter Foods, Inc - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31202	220 Brenwood Drive	Berea	KY	40403	859-986-3996
31201	127 Danville Manor	Danville	KY	40422	859-236-8570
31204	1234 Hwy 127 South	Frankfort	KY	40601	502-227-4898
31199	530 Eastern By-Pass	Richmond	KY	40475	859-623-1847
31203	Route 60 Bypass	Versailles	KY	40383	859-873-9731
	<b>Tennessee Seafood, LLC - Farid Rostompaur</b>				
	<b>1067 Tolliver Way</b>				
	<b>Clarksville, TN 37040</b>				
023355	555 Lone Oak Road	Paducah	KY	42003	270-442-1071
	<b>Food Court Solutions, LLC - George Stamper</b>				
	<b>P O Box 37</b>				
	<b>Winchester, KY 40392</b>				
8153	300 E Mountain Parkway	Salyersville	KY	41465	606-349-4809

8152	50 West Pendleton Street	Stanton	KY	40380	606-633-5133
	<b>Silver Group, LLC – Jay Shoffner</b>				
	<b>1217 E Cumberland Avenue</b>				
	<b>Middlesboro, KY 40965</b>				
31870	3999 Campbellsville By-Pass Suite 230	Campbellsville	KY	42718	270 465-2940
31408	652 East Main Street	Lexington	KY	40508	859/252-0800
31407	1041 N Main Street	Nicholasville	KY	40356	859/885-1640
	<b>Ledington Foods of Fort Knox, Inc</b>				
	<b>3031 Preston Highway</b>				
	<b>Louisville, KY 40217</b>				
8213	1200 Bypass Road	Brandenburg	KY	40108	270-422-7400
	<b>Bagshaw Enterprises, Inc</b>				
	<b>8414 Route 124</b>				
	<b>Hillsboro, OH 45133</b>				
C242022	8055 U S 42	Florence	KY	41042	606-371-4569
C242027	1311 Monmouth Street	Newport	KY	41071	859-291-7448
	<b>David Ross - KD Enterprise LLC</b>				
	<b>1280 North Highway 27</b>				
	<b>Whitley City, KY 42853</b>				
D746001	U S Highway 27	Whitley City	KY	42653	606-376-2727
	<b>RJE, LLC - U. Bridgeman Jr.</b>				
	<b>3801 Springhurst Blvd , Ste 204</b>				
	<b>Louisville, KY 40241-6139</b>				
027765	1805 Blankenbaker Parkway	Louisville	KY	40299	502-240-5542
027766	12434 LaGrange Road	Louisville	KY	40245	502-243-4806
<b>TOTAL 26</b>					
<b>LOUISIANA</b>					
	<b>Zubair Kazi</b>				
	<b>134 West Chocolate Avenue</b>				
	<b>Hershey, PA 17033</b>				
H730103	1609 Westbank Expressway	Harvey	LA	70058	504-367-8911
	<b>West Quality Food Service, Inc. – Richard West</b>				
	<b>P O Box 2906, 220 North 16th Avenue</b>				
	<b>Laurel, MS 39440</b>				
8280	2445 Williams Boulevard	Kenner	LA	70062	504-469-5429
<b>TOTAL 2</b>					
<b>MARYLAND</b>					
	<b>The Delmarva Dempsey's Inc</b>				
	<b>P O Box 950</b>				
	<b>Salisbury, MD 21803</b>				
8386	1115 Salisbury Blvd	Salisbury	MD	21801	410-546-4555

	<b>Taco Bell of Baltimore, Inc.-William Mullin</b>				
	<b>11879 Kemper Road, Suite 11</b>				
	<b>Auburn, CA 95603</b>				
001997	2300 W Patapsco Road	Baltimore	MD	21230	410-646-2248
022989	5503 Ritchie Highway	Brooklyn	MD	21225	410-609-1237
	<b>American LAW, Inc - Mohammad Qureshi</b>				
	<b>11217 B Heron Place</b>				
	<b>Waldorf, MD 20603</b>				
31299	21591 Great Mills Road	Lexington Park	MD	20653	301/866-0850
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31769	6602 Reistertown Road	Baltimore	MD	21215	410-485-2588
31767	8909 Central Avenue	Capitol Heights	MD	20743	301-324-0503
	<b>Zubair Kazi</b>				
	<b>134 West Chocolate Avenue</b>				
	<b>Hershey, PA 17033</b>				
H730142	302 Canberra Way	Bryans Road	MD	20616	301-375-6158
H730082	1682 Annapolis Rd	Odenton	MD	21113	410/551-7845
<b>TOTAL 8</b>					
<b>MICHIGAN</b>					
	<b>Grand River A&amp;W, Inc - Linda Mulder</b>				
	<b>P.O. Box 99</b>				
	<b>Grand Ledge, MI 48837</b>				
31782	17630 Grand River Avenue	Detroit	MI	48227	313-493-0142
	<b>Belsay Road Fuel &amp; Food, Inc. - Riadh Kashat</b>				
	<b>7123 Yarmouth</b>				
	<b>Bloomfield, MI 48322</b>				
31128	1117 S Belsay Road	Burton	MI	48439	810-743-5218
	<b>Danielle, Inc. - Kathleen Bouwman</b>				
	<b>105 W. Bellevue</b>				
	<b>Big Rapids, MI 49307</b>				
8387	310 Perry Avenue	Big Rapids	MI	49307	231-796-2265
	<b>Fitzpatrick Acquisitions, LLC - Timothy Fitzpatrick</b>				
	<b>PO Box 456</b>				
	<b>Alpena, WI 49797</b>				
K980124	3220 S Martin Luther King	Lansing	MI	48910	517-393-2200
	<b>James Mikula - G.R.S. Restaurants, Inc</b>				
	<b>P O Box 1385</b>				
	<b>Birmingham, MI 48009</b>				
F705005	600 West Bay Street	East Tawas	MI	48730	989-362-5431
	<b>Kazi Foods of Michigan Inc - Zubair Kazi</b>				

	<b>3671 Sunswept Drive</b>				
	<b>Studio City, CA 91604</b>				
H730240	14201 W Seven Mile Road	Detroit	MI	48235	313-861-0645
H730221	606 S Rochester Road	Rochester Hills	MI	48307	248-652-1730
	<b>Mich-Can, Inc.</b>				
	<b>3990 Hitchings Street</b>				
	<b>Fort Gratiot, MI, 48059</b>				
J390001	3040 Kraft Road	Fort Gratiot	MI	48059	810-385-3311
J390006	1501 Gratiot Blvd	Marysville	MI	48040	810-364-5130
<b>TOTAL 9</b>					
	<b>MINNESOTA</b>				
	<b>Border Foods, Inc - Lee Engler</b>				
	<b>965 Decatur Avenue South</b>				
	<b>Golden Valley, MN 55427</b>				
021459	4240 Pheasant Ridge Drive	Blaine	MN	55449	763-259-0762
021487	17713 Junelle Path	Lakeville	MN	55044	952-898-1213
004850	13910 Grove Drive	Maple Grove	MN	55311	763-494-9268
004039	2219 Highway 10	Mounds View	MN	55112	763-785-0676
	<b>S and H Incorporated - Todd Stewart</b>				
	<b>2850 Washburn Way, Suite 250</b>				
	<b>Klamath Falls, OR 97603</b>				
C750033	1403 18th Avenue NW	Austin	MN	55912	507-433-8286
	<b>Clota Restaurant Inc - Clement Haastrup</b>				
	<b>2604 Alamo Circle NE</b>				
	<b>Blaine, MN 55449</b>				
31671	16777 Marketplace Drive	Big Lake	MN	55309	763-263-8121
<b>TOTAL 6</b>					
	<b>MISSISSIPPI</b>				
	<b>West Quality Food Service, Inc -- Richard West</b>				
	<b>P. O. Box 2906, 220 North 16th Avenue</b>				
	<b>Laurel, MS 39440</b>				
8225	947 Cedar Lake Road	Biloxi	MS	39532	228-392-4944
L775051	9310 Highway 49	Gulfport	MS	39505	228-868-7063
L775048	3070 Bienville Blvd	Ocean Springs	MS	39564	601/872-3089
8727	12952 W Jackson Avenue	Oxford	MS	38655	662-236-6868
L775095	321 Highway 15 North	Pontotoc	MS	38863	601-489-2403
	<b>Mattiace Restaurant Company - Andrew Mattiace</b>				
	<b>125 S. Congress Street, Capitol Towers, 18th Fl</b>				
	<b>Jackson, MS 39201</b>				
8716	1601 S Frontage Road	Meridian	MS	39301	601-483-1188
<b>TOTAL 6</b>					
	<b>MISSOURI</b>				
	<b>Brian McCarty</b>				
	<b>1021 Southwest Blvd , Suite C-2</b>				



	<b>Jefferson , MO 65109</b>				
8785	490 Colonel Sanders Lane	Boonville	MO	65233	660-882-5668
F465008	4840 Highway 54	Osage Beach	MO	65065	573-348-5588
	<b>EBM, Inc. - Al Dziewa</b>				
	<b>788 Maple Valley Drive</b>				
	<b>Farmington, MO 63640</b>				
7964	788 Maple Valley Drive	Farmington	MO	63640	573 756-1000
	<b>Sikeston Restaurants, Inc - George Parker</b>				
	<b>113 Link Drive</b>				
	<b>Sikeston, MO 63801-5132</b>				
8869	1130 S Main Street	Sikeston	MO	63801	573 471-8237
	<b>Poplar Bluff Restaurants, Inc - Gene Woodsmall</b>				
	<b>8637 Interlocken Drive</b>				
	<b>Nixa, MO 65714</b>				
7210	2108 North Westwood Boulevard	Poplar Bluff	MO	63901	573 785-1750
	<b>CMG Operations, LLC - Manish Patel</b>				
	<b>4901 LBJ Freeway, Suite 150</b>				
	<b>Dallas, TX 75244</b>				
K071007	1550 State Highway 248	Branson	MO	65616	417-339-3610
K071019	185 S Town Blvd	Hollister	MO	65672	417-336-5788
K071004	202 E Mitchell	Marshall	MO	65340	816-886-8008
K071005	1693 W Jackson Street	Ozark	MO	65721	417-581-4455
K071022	240 West By-Pass	Springfield	MO	65802	417-831-4138
	<b>Mitra Hedgehog, LLC - Manish Patel</b>				
	<b>4901 LBJ Freeway, Suite 150</b>				
	<b>Dallas, TX 75244</b>				
K071029	298 E Highway 54	Camdenton	MO	65020	314-346-3551
K071031	836 E Highway 60	Monett	MO	65708	417-235-5305
K071030	1101 E Mt Vernon Blvd	Mt Vernon	MO	65712	417-466-7365
K071023	501 West Mount Vernon	Nixa	MO	65714	417-725-0058
K071034	435 N Thompson	Republic	MO	65738	417-732-1115
	<b>RGT Foods, Inc - Sean Tuohy</b>				
	<b>6389 N Quail Hollow Road, Ste. 101</b>				
	<b>Memphis, TN 38120</b>				
023481	12294 St Charles Rock Rd	Bridgeton	MO	63044	314-344-9999
	<b>Summit Eateries, LLC - Tom Jorgensen</b>				
	<b>600 NW Mock Avenue</b>				
	<b>Blue Spring, MO 64014</b>				
31154	922 South Limit Street	Sedalia	MO	65301	660-826-0880
	<b>Brian Johnson</b>				
	<b>P.O Box 279</b>				
	<b>Noonan, ND 58765</b>				
31635	1112 East North Avenue	Belton	MO	64012	816-322-8070
31631	11211 E 40 Highway	Independence	MO	64055	816-358-9733

31633	4800 E Bannister Road	Kansas City	MO	64137	816-761-1997
31634	6860 N W 83Rd Terrace	Kansas City	MO	64152	816-746-4710
31632	707 N E Rice Road	Lee's Summit	MO	64063	816-524-3770
31630	1175 N W Elizabeth	Liberty	MO	64068	816-781-3990
	<b>Ro Jo Foods LLC - Josh Wilbur</b>				
	<b>HCR 1, Box 156 C</b>				
	<b>Squires, MO 65755</b>				
J013001	1305 NW 12th Avenue	Ava	MO	65608	417-683-2310
	<b>Shelby's, Inc -- Rory Shelby</b>				
	<b>203 E. Main</b>				
	<b>Clinton, MO 64735</b>				
8180	303 S 13 Highway	Lowry	MO	64763	417-644-7850
	<b>Michael Kulp-FQSR, LLC</b>				
	<b>8900 Indian Creek Parkway, Suite 100</b>				
	<b>Overland Par, KS 66210</b>				
G135007	420 West 85th	Kansas City	MO	64114	816/333-3844
<b>TOTAL 26</b>					
<b>NEBRASKA</b>					
	<b>BBM, INC - Jed Brunken</b>				
	<b>220 23rd Street</b>				
	<b>Columbus, NE 68601</b>				
8478	220 23rd Street	Columbus	NE	68601	402-54-0700
	<b>Brian Johnson</b>				
	<b>P O Box 279</b>				
	<b>Noonan, ND 58765</b>				
F275018	2221 N 84th Street	Lincoln	NE	68505	402-658-8803
31420	8220 Giles Road	La Vista	NE	68128	402-991-1520
	<b>Michael Kulp-FQSR, LLC</b>				
	<b>8900 Indian Creek Parkway, Suite 100</b>				
	<b>Overland Par, KS 66210</b>				
G135034	3949 N 132 <sup>nd</sup> Street	Omaha	NE	68154	402-496-4456
G135029	7601 N 30th Street	Omaha	NE	68112	402-453-9700
	<b>Wilkinson Companies - Mark Wilkinson</b>				
	<b>202 North Dewey, PO Box 768</b>				
	<b>North Platte, NE 69101</b>				
022005	1301 S Dewey	North Platte	NE	69101	308-696-0968
	<b>The Colonel Of Scottsbluff, LLC - Joe Oleinik</b>				
	<b>439 Prarie View, Suite C</b>				
	<b>Gillette, WY 82716-4959</b>				
8795	828 W 27th Street	Scottsbluff	NE	69361	308-632-3221
<b>TOTAL 7</b>					
<b>NEVADA</b>					
	<b>George Ruiz - Thompson Investment Mgmt</b>				

	<b>Co</b>				
	<b>3010 Riverside Drive</b>				
	<b>Susanville, CA 96130</b>				
D662006	1934 W Winnemucca Blvd	Winnemucca	NV	89445	775-623-2006
	<b>Larrot Corp - Larry Stewart</b>				
	<b>390 East McAndrews</b>				
	<b>Medford, OR 97051</b>				
D705011	1515 West Williams	Fallon	NV	89406	775-423-4747
D705015	1540 E Highway 372	Pahrump	NV	89048	775-751-6400
	<b>MSAA LV Partners, LLC - Aesha Jafrey</b>				
	<b>5410 Trabuco Road, Suite 130</b>				
	<b>Irvine, CA 92620</b>				
31330	240 E Lake Mead Parkway	Henderson	NV	89015	702-558-2058
31331	2207 Windmill Lane	Las Vegas	NV	89123	702-616-7282
31332	3270 N Durango Avenue	Las Vegas	NV	89129	702-656-0828
31327	734 N Nellis Blvd	Las Vegas	NV	89110	702-438-2385
31334	4675 W Charleston Blvd	Las Vegas	NV	89107	702-258-0678
31333	1025 W Craig Road	N Las Vegas	NV	89032	702-642-6741
<b>TOTAL 9</b>					
<b>NEW JERSEY</b>					
	<b>Howell K Food Corp , Inc - Sanjiv Kanwar</b>				
	<b>3 Caitlin Court</b>				
	<b>Jamesburg, NJ 08831</b>				
K295004	564 Monmouth Road	Cream Ridge	NJ	08514	732/928-9743
K295005	1466 Route 9 South	Howell	NJ	07731	732/683-2451
	<b>Oak Restaurants, L.P. - John Marsella</b>				
	<b>PO Box 429</b>				
	<b>West Conshohocken, PA 19428</b>				
030003	1191 Whitehorse Mercerville Road	Hamilton	NJ	08619	609-585-5973
22267	235 Bridgeton Pike	Mantua	NJ	8051	856-415-2092
3753	198 Rt 73 North	West Berlin	NJ	8091	856-768-3775
	<b>Zubair Kazi</b>				
	<b>134 West Chocolate Avenue</b>				
	<b>Hershey, PA 17033</b>				
H730036	1110 Route 46	Ledgewood	NJ	7852	201-584-2850
<b>TOTAL 6</b>					
<b>NEW MEXICO</b>					
	<b>American Seafood Partners, L.P. - Hal W. McCoy</b>				
	<b>3020 N. Cypress Rd , Ste 100</b>				
	<b>Wichita, KS 67226</b>				
7644	19 South White Sands Blvd	Alamagordo	NM	88310	505 434-0330
7882	3550 Isleta Blvd	Albuquerque	NM	87105	502 873-0249
7633	1227 West Pierce	Carlsbad	NM	88220	505 887-3677
7458	1101 Mabry Dr	Clovis	NM	88101	505 762-2134
7486	624 Bender Road	Hobbs	NM	88240	505 392-8817
8059	1011 Rio Rancho Blvd	Rio Rancho	NM	81124	505 994-0590

	<b>Palo Verde Ltd., LLC -- Paul Baca</b>				
	<b>1301 South Main Street</b>				
	<b>Belen, NM 87002</b>				
8216	1304 S Main Street	Belen	NM	87002	505-864-4481
<b>TOTAL 7</b>					
<b>NEW YORK</b>					
	<b>John M Burns, Inc</b>				
	<b>232 Main Street</b>				
	<b>Massena, NY 13662</b>				
J725001	232 Main Street	Massena	NY	13662	315-769-3993
	<b>Sanjiv Chand - KEDIS Enterprises LLC</b>				
	<b>1414 Hillside Avenue</b>				
	<b>New Hyde Park, NY 11040</b>				
C160015	606 Broadhollow Road	Melville	NY	11747	631-293-3496
	<b>New Windsor K &amp; L Foods Corp.- Jan Headlee</b>				
	<b>257 Route 17K</b>				
	<b>Newburgh, NY 12550</b>				
8228	334 Windsor Highway	New Windsor	NY	12553	845-561-3022
	<b>Hospitality Syracuse, Inc - Wayne H Lobdell</b>				
	<b>P O Box 1269</b>				
	<b>Traverse City, MI 49685</b>				
26351	811 Route 146	Clifton Park	NY	12065	518-373-2035
26366	350 Fairview Avenue	Hudson	NY	12534	518-828-3193
26364	1038 Glenwood Avenue	Oneida	NY	13421	315-363-7504
26355	740 Glenn Street	Queensbury	NY	12804	518-792-7864
	<b>PNK Restaurant Corporation</b>				
	<b>3999 Highland Rd</b>				
	<b>Cortland, NY 13045</b>				
8732	1919 Vestal Parkway East	Vestal	NY	13850	607-786-3500
	<b>Treadwell Restaurants of the Northeast, Inc</b>				
	<b>4200 S Quail Creek Avenue, Suite B</b>				
	<b>Springfield, MO 65810</b>				
C002096	4126 W Main Street	Batavia	NY	14020	585/343-0123
	<b>Greg Wood</b>				
	<b>1003 Park Street</b>				
	<b>Ogdensburg, NY 13669</b>				
31233	State Hwy 37 & Champlain St	Ogdensburg	NY	13669	315-393-8304
<b>TOTAL 10</b>					
<b>NORTH CAROLINA</b>					

	<b>Carolina Seafood, Inc - North - Michael Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Spartanburg, SC 29681</b>				
8073	954 Patton Avenue	Asheville	NC	28806	828 253-6073
	<b>Fulenwider Enterprises Inc - Michael Fulenwider</b>				
	<b>104 Mull Street</b>				
	<b>Morganton, NC 28655</b>				
023183	1110 Cannon Blvd	Kannapolis	NC	28083	704-932-0703
	<b>South Coast Restaurants, LLC</b>				
	<b>229 Commerce Street</b>				
	<b>Greenville, NC 27858</b>				
H662001	4925 Highway 264	Wilson	NC	27896	252-246-0056
	<b>JAK Foods, Inc. -- John Kleban</b>				
	<b>6005 Century Oaks Drive, Suite 300</b>				
	<b>Chattanooga, TN 37416-3677</b>				
8291	110 Highway 64 W	Murphy	NC	28906	828-837-9399
	<b>Luihn Four, Inc. - Allen S Luihn</b>				
	<b>5715 University Avenue</b>				
	<b>Winston-Salem, NC 27105</b>				
J120031	7040 Highway 64 East	Knightdale	NC	27545	919-266-4096
8335	1125 N Liberty Street	Winston-Salem	NC	27101	336-725-9022
8336	5715 University Avenue	Winston-Salem	NC	27105	336-767-0060
J120083	140 Hanes Mall Circle	Winston-Salem	NC	27103	336-659-2679
	<b>Family Foods, Inc - Sharon &amp; Ron Matthews</b>				
	<b>1046 Bragg Blvd</b>				
	<b>Fayetteville, NC 28301</b>				
022736	5915 Yadkin Road	Fayetteville	NC	28303	910-868-5729
022843	455 S Marine Blvd	Jacksonville	NC	28540	910-346-9778
	<b>Bacon Enterprises, Inc - Billy Shelton</b>				
	<b>2259 N Main, P O. Drawer 1508</b>				
	<b>Danville, VA 24543</b>				
K720013	125 Van Buren Road	Eden	NC	27288	336-623-8414
	<b>Spokane, Inc. - Sam Sibert</b>				
	<b>17331 135th Street NE</b>				
	<b>Woodinville, WA 98072</b>				
E080061	214 North Berkeley Blvd	Goldsboro	NC	27534	919-751-0874
E080056	600 Greenville Blvd	Greenville	NC	27834	252-756-6434
E080052	1870 S Tarboro St	Wilson	NC	27893	252/237-4107
	<b>Seenu Kasturi - Star Brands, LLC</b>				
	<b>4400 Ambassador Caffery, Ste A-Box 347</b>				
	<b>Lafayette, LA 70508</b>				
K032009	6320 West Sugar Creek Rd	Charlotte	NC	28269	704-596-3633

<b>TOTAL 15</b>					
<b>NORTH DAKOTA</b>					
	<b>Pressdough, LLC – Randy Thorson</b>				
	<b>1131 Westrac Drive, Suite 204</b>				
	<b>Fargo, ND 58103</b>				
8161	2550 University Drive South	Fargo	ND	58103	701-232-0606
<b>TOTAL 1</b>					
<b>OHIO</b>					
	<b>Pacific Bells, Inc.- Tom Cook</b>				
	<b>1700 Washington St.</b>				
	<b>Vancouver, WA 98660</b>				
001937	1226 West Prospect	Ashtabula	OH	44044	440-992-6446
022444	2624 State Road	Cuyahoga Falls	OH	44223	330-928-4039
022455	19486 Mentor Avenue	Mentor	OH	44060	440-392-0319
8367	1000 Fun Drive	Sandusky	OH	44870	419-626-4578
	<b>Brian Wheeler</b>				
	<b>P O Box 614, 8 E. Center Street</b>				
	<b>London, OH 43140</b>				
F725001	7309 State Route 36-37	Sunbury	OH	43015	740-362-4245
	<b>Chad Wheeler</b>				
	<b>P. O. Box 614, 8 E Center Street</b>				
	<b>London, OH 43140</b>				
G051001	1300 Cameron Avenue	Lewis Center	OH	43035	614-985-5590
K131002	66 East High Street	London	OH	43140	740-852-4724
	<b>Bagshaw Enterprises, Inc.</b>				
	<b>P.O. Box 826</b>				
	<b>Hillsboro, OH 45133</b>				
C242037	1022 North Main Street	Bowling Green	OH	43402	419-352-2061
C242039	23625 U S Highway 23	Circleville	OH	43113	740-474-7670
C242023	1712 West State St	Fremont	OH	43420	419-332-6177
C242040	12356 State Route 35	Jeffersonville	OH	43128	740-948-9800
C242004	839 Delaware Avenue	Maryville	OH	43040	513-644-0607
C242025	1804 East Perry Street	Port Clinton	OH	43452	419-734-3354
C242036	1223 S Pennsylvania Avenue	Wellston	OH	45692	740-384-2196
	<b>BEC Foods, LLC - Eric Laeufer</b>				
	<b>114 Dorchester Square</b>				
	<b>Westerville, OH 43081</b>				
31673	<b>3561 Cleveland Avenue</b>	Columbus	OH	43224	614-268-8173
31685	5111 North Hamilton Rd	Columbus	OH	43230	614-471-4197
31675	4670 W Broad St	Columbus	OH	43228	614-878-2880
31684	Walmart Plaza	Marion	OH	43302	740-389-2503
31679	4628 E Main	Whitehall	OH	43213	614-864-1609
	<b>Crow's Steak House, Inc - Danny Crow</b>				
	<b>232 W. Main Street</b>				
	<b>Pomeroy, OH 45769</b>				

D390008	226 W Main Street	Pomeroy	OH	45769	740-992-5432
	<b>Food, Folks &amp; Fun, Inc - Terry Robinson</b>				
	<b>7895 Broadway</b>				
	<b>Merrillville, IN 46410</b>				
7299	1001 NW Washington Blvd	Hamilton	OH	45013	513 863-1292
	<b>Seafood Shoppes, Inc - Gail Hayes</b>				
	<b>162 Lake Pine Road</b>				
	<b>Mooreville, NC 28115</b>				
7194	1102 Chillicothe St	Portsmouth	OH	45662	740 353-3194
7701	8781 Ohio River Road	Wheelersburg	OH	45694	740 574-8481
	<b>Lund Management, Inc - Jeanine Bagshaw</b>				
	<b>P.O Box 826</b>				
	<b>Hillsboro, OH 45133</b>				
8320	420 E National Road	Vandalia	OH	45377	937-898-5504
	<b>BBC Management - Keith Chambers</b>				
	<b>8414 Route 124</b>				
	<b>Hillsboro, OH 451333</b>				
C676003	3801 Waterford Parkway	Amelia	OH	45102	513-753-6970
	<b>Champs Management, Ltd - Keith Chambers</b>				
	<b>8414 Route 124</b>				
	<b>Hillsboro, OH 451333</b>				
C247007	6081 Gender Road	Canal Winchester	OH	43110	614-920-9477
8324	700 Trenton Avenue	Findlay	OH	45840	419-423-7303
C247005	4480 Alum Creek Drive	Obetz	OH	43207	614-492-9021
	<b>Dunn &amp; Bowling, Ltd</b>				
	<b>5311 Salem Avenue</b>				
	<b>Trotwood, OH 45426</b>				
F036002	2480 North Fairfield Road	Beavercreek	OH	45431	937-429-4041
F036005	8201 Center Point 70 Blvd	Huber Heights	OH	45424	937-878-3402
F036006	1001 E Columbus Street	Kenton	OH	43326	419-675-5279
	<b>Englefield, F W</b>				
	<b>447 James Parkway</b>				
	<b>Heath, OH 43056</b>				
22262	104 E McCauley Road	Uhrichsville	OH	44683	740-922-4434
	<b>Abalar Fast Foods, Inc - Don Robinson</b>				
	<b>815 Middlebury Drive</b>				
	<b>Worthington, OH 43085</b>				
G010003	223 Milan Avenue	Norwalk	OH	44857	419-668-4121
	<b>Kovach Management, LLC</b>				
	<b>2713 Foxfire Lane</b>				
	<b>Findlay, OH 45840</b>				
F186001	2004 W Route 18	Tiffin	OH	44883	419-448-9472

H535001	1290 N Warpole Street	Upper Sandusky	OH	43351	419-294-3022
	<b>Dana Enterprises Limited - Dana Pennell</b>				
	<b>1560 Boyce Road</b>				
	<b>Shelby, OH 44875</b>				
D103003	1659 Marion Rd	Bucyrus	OH	44820	419-562-0737
D103001	165 E Broad St	Pataskala	OH	43062	740-927-2088
	<b>Cemabells Inc. - Carl Christman</b>				
	<b>114 Dorchester Square</b>				
	<b>Westerville, OH 43081</b>				
002177	1872 East State Street	Salem	OH	44460	330-337-0097
	<b>Net Management Ltd - Nanette Walker</b>				
	<b>8414 State Route 124</b>				
	<b>Hillsboro, OH 45133</b>				
C248001	1810 Winderly Lane	Pickerington	OH	43147	614-759-7152
	<b>Saanil Hospitality, Inc. - Ganesh Ponneri</b>				
	<b>2733 Sawbury Boulevard</b>				
	<b>Columbus, OH 43235</b>				
D606002	7150 Orchard Centre Drive	Holland	OH	43528	419-861-3604
	<b>Affinity Fletcher 102, Inc</b>				
	<b>1562 E. Kemper Road</b>				
	<b>Cincinnati, OH 45246</b>				
31696	1540 Miamisburg-Centerville Rd	Dayton	OH	45459	937-439-0325
31697	2235 Needmore Road	Dayton	OH	45414	937-275-5940
31694	1219 E Ash Street	Piqua	OH	45356	937-773-0174
31687	717 N Limestone	Springfield	OH	45503	937-324-1811
31688	1929 E Main St	Springfield	OH	45503	937-325-2521
31689	2217 S Limestone	Springfield	OH	45503	937-322-9100
	<b>MSAA Ohio Partners, LLC - Aesha Jafrey</b>				
	<b>5410 Trabuco Road, Suite 130</b>				
	<b>Irvine, CA 92620</b>				
31665	15891 State Route 170	East Liverpool	OH	43920	330-385-8216
J068007	Ohio Valley Mall	St Clairsville	OH	43950	740-695-2924
<b>TOTAL 48</b>					
<b>OKLAHOMA</b>					
	<b>Mohammad Choudhry</b>				
	<b>2016 Rockport Road</b>				
	<b>Edmond, OK 73013</b>				
31267	2425 State Highway 74	Purcell	OK	73080	
	<b>GSR Food Service, LLC - Scott Gentry</b>				
	<b>2916 Kells Abbey</b>				
	<b>Ft Smith, AR 72908</b>				
31013	600 W Ruth Avenue	Sallisaw	OK	74955	918-790-2070



	<b>Tajay Restaurants, Inc</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31185	1215 N Commerce	Ardmore	OK	73401	580-226-3636
31179	2223 W Main Street	Durant	OK	74730	580-924-6717
	<b>Seafood Restaurants, Inc - Tabassum Mumtaz</b>				
	<b>15124 Turnbridge Drive</b>				
	<b>Frisco, TX 75035</b>				
31878	1127 E Wrangler Blvd	Seminole	OK	74868	405-382-5599
	<b>Yummy Seafoods, LLC - T Mumtaz</b>				
	<b>1024 Serpentine Lane, Suite 101</b>				
	<b>Pleasanton, TX 94566</b>				
31512	600 S E Washington Blvd	Bartlesville	OK	74003	918-333-7640
31533	1301 W Will Rogers Blvd	Claremore	OK	74017	918-342-1350
31523	309 S Van Buren	Enid	OK	73701	580-237-6077
31517	1750 E Carl Albert Pkwy	McAlester	OK	74501	918-423-9142
31546	2918 S Douglas Blvd	Midwest City	OK	73130	405-732-1565
31508	1100 Moore Avenue	Moore	OK	73160	405-799-5212
31534	142 W Shawnee	Muskogee	OK	74401	918-682-0311
31545	4501 N W 23rd	Oklahoma City	OK	73127	405-945-0066
31524	7609 S Western Avenue	Oklahoma City	OK	73139	405-634-0598
31506	2741 S W 29th	Oklahoma City	OK	73119	405-632-1990
31548	2101 N W 122nd Street	Oklahoma City	OK	73120	405-302-0069
31547	1102 East Prospect	Ponca City	OK	74601	580-762-5358
31515	900 Charles Page Blvd	Sand Springs	OK	74063	918-245-4784
31532	115 E Taft Street	Sapulpa	OK	74066	918-227-0831
31519	1004 N Boomer	Stillwater	OK	74074	405-377-4474
31535	1721 S Muskogee	Tahlequah	OK	74464	918-456-0934
31520	1444 S Peoria	Tulsa	OK	74120	918-585-1975
31522	1956 S Garnett Road	Tulsa	OK	74128	918-437-4331
31537	3152 E 51St	Tulsa	OK	74105	918-749-1219
31542	6841 S Memorial Hwy	Tulsa	OK	74133	918-252-7237
31521	1109 S 11Th Street	Yukon	OK	73099	405-354-3123
<b>TOTAL 26</b>					
<b>OREGON</b>					
	<b>Weber Coastal Bells Limited - Ed Weber</b>				
	<b>PO Box 2340</b>				
	<b>Eugene, OR 97402</b>				
8860	2263 N W Imbrie Drive	Hillsboro	OR	97124	503-640-5943
022498	25123 SE Stark	Troutdale	OR	97060	503-491-8346
	<b>D &amp; D Idaho Food, Inc. - Denman Wagstaff</b>				
	<b>P O Box 1778</b>				
	<b>Hanford, CA 93232</b>				
C936026	1688 SW 4th Avenue	Ontario	OR	97914	541-889-3256
	<b>Graja, Inc.</b>				
	<b>P. O. Box 1827</b>				
	<b>Longview, WA 8632</b>				

J118005	1144 West Harvard Blvd	Roseburg	OR	947470	541-672-5851
<b>TOTAL 4</b>					
<b>PENNSYLVANIA</b>					
	<b>BEC Foods, LLC - Chris Walsh</b>				
	<b>114 Dorchester Square</b>				
	<b>Westerville, OH 43081</b>				
31492	R D 3	Dubois	PA	15801	814-375-0874
31498	3500 Birney Plaza	Moosic	PA	18507	570-342-2566
31499	6198 Cressona Mall	Pottsville	PA	17901	570-385-3479
31495	Rt 6	Scranton	PA	18508	570-342-4889
31491	2605 E College Ave	State College	PA	16801	814-238-7275
	<b>Seafoods International, Inc. - Dave Bhasin</b>				
	<b>7720 Main Street, Suite 10</b>				
	<b>Fogelsville, PA 18051</b>				
023691	65 Industrial Drive	Hamburg	PA	19526	610-562-5230
	<b>Bittner PH, LLC - R. Craig Bittner</b>				
	<b>PO Box 266</b>				
	<b>Somerset, PA 15501</b>				
C211001	706 N Center Avenue	Somerset	PA	15501	814-443-6305
	<b>Pocono Fish, Inc - Jeff Popple</b>				
	<b>202 Main Street</b>				
	<b>LaFlin, PA 18702</b>				
8099	Route 940	White Haven	PA	18661	570-443-9900
	<b>Robert M. and Mary Ann Cogley</b>				
	<b>700 Main Street</b>				
	<b>Clarion, PA 16214</b>				
8232	225 Front Street	Punxsutawney	PA	15767	814-939-0800
	<b>Harry N Latshaw</b>				
	<b>2650 S. Queen Street</b>				
	<b>York, PA 17402</b>				
H315006	2650 South Queen Street	York	PA	17402	717-741-9528
H315005	908 Loucks Road	York	PA	17404	717-848-3830
	<b>Oak Restaurants, L P - John Marsella</b>				
	<b>PO Box 429</b>				
	<b>West Conshohocken, PA 19428</b>				
002060	1700 N Broad Street	Lansdale	PA	19446	215-855-4210
	<b>Zubair Kazi</b>				
	<b>134 West Chocolate Avenue</b>				
	<b>Hershey, PA 17033</b>				
H730044	2333 Rockvale Road	Lancaster	PA	17602	717-291-9466
H730048	6557 Carlisle Pike	Mechanicsburg	PA	17050	717-697-0902
	<b>Bower, Richard</b>				
	<b>271 Joseph Drive</b>				

	<b>Kingston, PA 18704</b>				
H495024	2571 Easton Avenue	Bethlehem	PA	18017	610-882-2353
H495019	599 Route 940	Mt Pocono	PA	18344	570-839-8283
	<b>MSAA Partners, LLC - Syed Jafrey</b>				
	<b>3 Los Olivos</b>				
	<b>Irvine, CA 92602</b>				
31662	806 Rostraver Road	Belle Vernon	PA	15012	
31661	106 Moraine Pointe Plaza	Butler	PA	16001	
31637	22585 Route 68	Clarion	PA	16214	
31655	20101 Route 19, Cranberry Mall	Cranberry Township	PA	16066	
31649	201 Hoffman Blvd	Duquesne	PA	15110	
31645	750 Ohio River Blvd	East Rochester	PA	15074	
31643	1745 Oakland Avenue	Indiana	PA	15701-3302	
31654	4 Franklin Village Mall	Kittaning	PA	16201	
31641	3939 William Penn Hwy	Monroeville	PA	15146	
31652	Route 819 Crossroads Plaza	Mt Pleasant	PA	15666	
31653	2502 Ellwood Rd	New Castle	PA	16101	
31647	100 Tarentum Road	New Kensington	PA	15068	
31660	300 Rodi Road	Penn Hills	PA	15235	
31657	6288 Steubenville	Pittsburgh	PA	15205	
31642	409 Rt 40 West Main Street	Uniontown	PA	15401	
31658	301 Oak Springs Rd	Washington	PA	15301	
31656	2220 Lebanon Church Rd	West Mifflin	PA	15122	
<b>TOTAL 33</b>					
<b>SOUTH CAROLINA</b>					
	<b>Carolina Seafood, Inc - South - Michael Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Spartanburg, SC 29681</b>				
31486	3314-A N Main	Anderson	SC	29621	864-225-0604
31485	6099 Calhoun Memorial Hwy	Easley	SC	29640	864-859-0431
31487	6104 White Horse Rd	Greenville	SC	29611	864-295-2699
8188	1409 W Wade Hampton Boulevard	Greer	SC	29650	864-542-9284
31479	201 S Main St	Mauldin	SC	29662	864-288-1340
8075	104 E Blackstock Road	Spartanburg	SC	29301	864 576-7219
	<b>Whitefords, Inc - Jake Razor III</b>				
	<b>2432 Highway 72/221, Unit H</b>				
	<b>Greenwood, SC 29649</b>				
8330	447 N Happer Street	Laurens	SC	29360	864-984-9414
	<b>Sylvan Food Systems, Inc - Clifford Pryor, Jr</b>				
	<b>1245 Boston Avenue</b>				
	<b>West Columbia, SC 29170</b>				
8186	5636 Sunset Boulevard	Lexington	SC	29072	803-359-3018
	<b>Charles M. Fulenwider</b>				

	<b>104 Mull Street</b>				
	<b>Morganton, NC 28655</b>				
022180	9915 Charlotte Highway	Fort Mill	SC	29715	803-548-5033
	<b>Pinnacle Associates Inc</b>				
	<b>401 E First Avenue</b>				
	<b>Easley, SC 29640</b>				
E400009	118 Pinnacle Street	Clemson	SC	29631	864-654-1598
E4000010	2809 Gentry Memorial Highway	Pickens	SC	29671	864-878-2568
<b>TOTAL 11</b>					
<b>SOUTH DAKOTA</b>					
	<b>Joseph Oleinik And Charlene F Oleinik</b>				
	<b>439 Prarie View, Suite C</b>				
	<b>Gillette, WY 82716-4959</b>				
J242005	2405 E Colorado Blvd	Spearfish	SD	57783	605-642-4044
	<b>S and H Incorporated - Todd Stewart</b>				
	<b>2850 Washburn Way, Suite 250</b>				
	<b>Klamath Falls, OR 97603</b>				
C750035	817 East North Street	Rapid City	SD	57701	605-342-2515
<b>TOTAL 2</b>					
<b>TENNESSEE</b>					
	<b>RGT Foods, Inc - Sean Tuohy</b>				
	<b>6389 N Quail Hollow Rd., Suite 101</b>				
	<b>Memphis, TN 38120</b>				
002400	826 S Third Street	Memphis	TN	38106	901-948-5008
	<b>Carolina Seafood, Inc. - Tenn - Michael Kern</b>				
	<b>617 Brixton Circle</b>				
	<b>Spartanburg, SC 29681</b>				
31480	509 W Elk St	Elizabethton	TN	37643	423-543-3270
	<b>John M. Sims</b>				
	<b>438 Knob Hill Drive</b>				
	<b>Sparta, TN 38583-2150</b>				
8212	451 Highway 52 Bypass West	Lafayette	TN	37083	615-688-1050
	<b>Tennessee Seafood, LLC - Farid Rostompaur</b>				
	<b>1067 Tolliver Way</b>				
	<b>Clarksville, TN 37040</b>				
025412	970 Pickwick Street	Savannah	TN	38372	731-925-5560
	<b>JAK Foods, Inc -- John Kleban</b>				
	<b>6005 Century Oaks Drive, Suite 300</b>				
	<b>Chattanooga, TN 37416-3677</b>				
8292	4856 N Highway 58	Chattanooga	TN	37416	423-892-8870
8296	6408 Ringgold Road	East Ridge	TN	37412	423-899-2722
8297	380 Kimball Crossing	Kimball	TN	37347	423-837-9759

8286	5323 Highway 153	Hixson	TN	37343	423-877-7671
K365006	10161 Highway 27	Soddy Daisy	TN	37379	423-332-6968
	<b>JRN, Inc - John Neal</b>				
	<b>P O Box 1257</b>				
	<b>Columbia, TN 38402</b>				
J718166	5321 Hickory Hollow Lane	Antioch	TN	37013	615-731-6825
J718004	1410 Smithville Hwy	McMinnville	TN	37110	931-473-3348
	<b>Sweetwater, Inc - Liping Chen</b>				
	<b>233 Ridgemont Lane</b>				
	<b>Walnut, CA 91789</b>				
31092	403 Highway 68 West	Sweetwater	TN	37874	423-337-9490
	<b>Robert David York</b>				
	<b>401 Tower Hill Road</b>				
	<b>Livingston, TN 38570</b>				
D932004	513 Central Ave East	Jamestown	TN	38556	931-879-3090
	<b>Charter Foods, Inc - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
027192	702 S Highway 92	Dandridge	TN	37725	865-484-0008
31562	109 Mathis Drive	Dickson	TN	37055	615-446-4503
31889	2002 Jacksboro Pike	La Follette	TN	37766	423 562-5738
31586	2102 Gallatin Rd N	Madison	TN	37115-2004	615-851-0737
31599	1682 Memorial Blvd	Murfreesboro	TN	37129	615-895-1800
31891	116 East Broadway	Newport	TN	37821	423 623-2212
31601	491 Sam Ridley Parkway West	Smyrna	TN	37167	615-223-7963
<b>TOTAL 20</b>					
<b>TEXAS</b>					
	<b>Al Dossani - Al's Quick Stop, Inc</b>				
	<b>1221 E Highway 114</b>				
	<b>Grapevine, TX 76051</b>				
8115	5355 Sun Valley	Ft Worth	TX	76119	817-572-2300
	<b>Pak Foods, LLC - Tanweer Ahmed</b>				
	<b>17154 Butte Creek Road</b>				
	<b>Houston, TX 77090</b>				
31322	800 State Loop 336, W	Conroe	TX	77303	936/441-4069
D212004	20320 FM 529 Road	Cypress	TX	77429	281-345-1747
31310	10270 North Freeway	Houston	TX	77037	281/820-9324
31320	8107 Southwest Freeway	Houston	TX	77074	713/988-6322
D212009	2660 E League City Pkwy	League City	TX	77543	281-234-1777
D212025	2058 FM 2920	Spring	TX	77388	281/288-1097
	<b>B&amp;G Food - Greg Hamer, Sr</b>				
	<b>1430 Sandra Street</b>				
	<b>Morgan City, LA 70380</b>				
027791	10660 FM 1960	Houston	TX	77070	281-894-1708
027792	10615 Westheimer Road	Houston	TX	77042	713-952-9422

027801	15255 Wallisville Road	Houston	TX	77049	281-454-4974
027802	17721 FM 529 Road	Houston	TX	77095	281-345-8197
027800	25109 Market Place Drive	Katy	TX	77492	281-574-3614
027795	3202 Spencer Highway	Pasadena	TX	77504	713-941-3119
027788	7139 Louetta	Spring	TX	77379	281-376-6835
027799	3103 College Park Drive	The Woodlands	TX	73384	936-271-3608
027798	4490 Panther Creek Pines	The Woodlands	TX	77381	281-363-9707
	<b>Southern Multifoods, Inc. – Larry Durrett</b>				
	<b>101 East Cherokee</b>				
	<b>Jacksonville, TX 75766</b>				
8097	1804 West University	Edinburg	TX	78539	956-383-1005
027827	1201 W Glade Road	Eules	TX	76039	817-267-2480
8269	5617 Saratoga Boulevard	Corpus Christi	TX	78414	361-906-2140
8126	200 Padre Boulevard	South Padre Isl	TX	78597	956-761-4456
8125	1338 South Broadway	Sulphur Springs	TX	75482	903-439-6067
22048	107 W Griffin Parkway	Mission	TX	78572	956-424-3998
018021	101 East Nolana Loop	Pharr	TX	78577	956-782-1940
	<b>Plaza Dine, Inc. – Dennis Durrett</b>				
	<b>120 S Ragsdale Street</b>				
	<b>Jacksonville, TX 75766</b>				
8751	100 Harris Avenue	Red Oak	TX	75154	972-515-8906
	<b>Muy Brands, LLC - James Bodenstedt</b>				
	<b>17890 Blanco Road, Suite 444</b>				
	<b>San Antonio, TX 78232</b>				
024096	1165 FM 802	Brownsville	TX	78521	956-525-4494
31814	2624 Midway Rd	Carrollton	TX	75006	214-431-4722
31712	8540 FM 78	Converse	TX	78109	210-591-0645
J041004	11153 Leopard Street	Corpus Christi	TX	78410	361-520-4774
31817	3606 S Polk St	Dallas	TX	75224	214-371-2741
31796	9375 Forest Lane	Dallas	TX	75243	214-347-8946
31707	1205 Veterans Blvd	Del Rio	TX	78840	830-469-4457
31822	4561 Western Center Blvd	Ft Worth	TX	76137	817-500-5795
31813	680 W Hwy 303	Grand Prairie	TX	75051	214-717-5911
31821	8001 Bryson Road	Irving	TX	75063	214-306-7853
31811	1414 N Town E Blvd	Mesquite	TX	75150	214-306-6514
31708	161 Interstate Hwy 35 W	New Braunfels	TX	78130	830-515-4098
J041024	2020 Highway 81	Portland	TX	78374	361-437-4765
31709	12812 I-10 W	San Antonio	TX	78230	210-807-7427
31706	183 S W Military #2	San Antonio	TX	78221	210-591-0604
31711	3318 SE Military Drive	San Antonio	TX	78223	210-591-0597
31704	4350 W Commerce St	San Antonio	TX	78237	210-591-0628
31710	5310 Rigsby Avenue	San Antonio	TX	78222	210-591-0624
31803	615 W Moore St	Terrell	TX	75160	214-347-8947
31823	1329 Highway 77 North	Waxahachie	TX	75165	972-268-6059
	<b>Steve Helm</b>				
	<b>P. O. Box 7157</b>				

	<b>Shreveport, LA 71137-7157</b>				
022343	7425 S Broadway	Tyler	TX	75703	903-939-1873
001811	2611 Gentry Parkway	Tyler	TX	75702	903-597-1766
	<b>K-MAC Enterprises - Sam Fiori</b>				
	<b>1820 S. Zero Street</b>				
	<b>Fort Smith, AR 72901-8414</b>				
027816	8407 S Lancaster Avenue	Dallas	TX	75241	972-228-2220
027817	4345 Camp Wisdom Road	Dallas	TX	75237	972-296-7612
	<b>Merchants Group Inc - Falyaz Merchant</b>				
	<b>807 Lakeshore Drive</b>				
	<b>Sugar Land, TX 77478</b>				
C112001	6103 FM 1488 Road	Magnolia	TX	77354	281-259-6636
	<b>Jessie Mickle</b>				
	<b>4126 Bentley Court</b>				
	<b>Grapevine, TX 76051</b>				
J007001	2801 El Dorado Parkway East	Little Elm	TX	75068	214-705-1841
	<b>10 PPC, Inc - William McCann</b>				
	<b>107 Creekside Cove</b>				
	<b>Marble Falls, TX 78654</b>				
C108001	2725 US Highway 281	Marble Falls	TX	78654	830-798-2532
	<b>Tony Morrison-North Texas Bells</b>				
	<b>520 E Northwest Highway, Ste 100</b>				
	<b>Grapevine, TX 76051</b>				
027873	731 Hebron Parkway	Lewisville	TX	75067	972-459-3753
	<b>BNC Food Group, LLC - Chuck Penland</b>				
	<b>7700 Crackling Creek Drive</b>				
	<b>Austin, TX 78736</b>				
31275	2109 E Riverside Dr	Austin	TX	78741	512-447-8586
31278	1910 W Ben White	Austin	TX	78704	512-707-7652
31280	5600 Cameron Road	Austin	TX	78723	512-419-9030
31279	1109 N Bell	Cedar Park	TX	78613	512-528-1006
31274	35 Long Street	San Marcos	TX	78666	512-353-8958
	<b>Sac-N-Pac Stores, Inc -- Kevin Brumley</b>				
	<b>1405 United Drive, Suite 115</b>				
	<b>San Marcos, TX 78666-8231</b>				
K017002	14500 IH 35, South	Buda	TX	78610	512-295-7121
K017003	18619 Highway 290	Elgin	TX	78621	512-285-4165
8233	I-35 & County Road 130	Kyle	TX	78640	512-268-6316
	<b>Apex Brands, LLC - Tabassum Mumtaz</b>				
	<b>7405 Hughes Drive</b>				
	<b>Plano, TX 75024-3446</b>				
J625038	700 W Abram Street	Arlington	TX	76013	817-274-3443
J625033	6130 East Mockingbird	Dallas	TX	75214	214-824-2199
	<b>Apex Brands Management, LLC - Tabassum</b>				

	<b>Mumtaz</b>				
	<b>7405 Hughes Drive</b>				
	<b>Plano, TX 75024-3446</b>				
J625054	3222 South Main St	Lindale	TX	75771	903-882-8830
	<b>Tajay Restaurants, Inc.</b>				
	<b>15124 Turnbridge Drive</b>				
	<b>Frisco, TX 75035</b>				
31081	4424 Buffalo Gap Road	Abilene	TX	79606	915-692-9432
31070	3121 Sherwood Way	San Angelo	TX	76901	325-949-1334
	<b>Yummy Seafoods, LLC - T Mumtaz</b>				
	<b>15124 Turnbridge Drive</b>				
	<b>Frisco, TX 75035</b>				
31526	1600 S Ross St	Amarillo	TX	79102	806-374-0317
31518	3415 S Loop 289	Lubbock	TX	79423	806-792-5017
31528	5402 4Th St	Lubbock	TX	79416	806-792-7960
31540	1101 50Th St	Lubbock	TX	79412	806-763-1732
31510	3101 Olton	Plainview	TX	79072	806-293-8771
	<b>Tem-Kil Company, Inc. - Richard DeWitt</b>				
	<b>P O Drawer 630608</b>				
	<b>Nacogdoches, TX 75963-0608</b>				
L210113	Highway 83 & Bridge Avenue	Rio Grande	TX	78582	956-488-9444
	<b>Treadwell Restaurants of TX LLC-Mike Treadwell</b>				
	<b>4200 S Quail Creek Avenue, Suite B</b>				
	<b>Springfield, MO 65810</b>				
026262	637 Boyd Road	Azle	TX	76020	817-444-5035
	<b>Ben Edwards - West Texas Foods, Inc</b>				
	<b>P. O Box 64490</b>				
	<b>Lubbock, TX 79464</b>				
H160028	511 Lubbock Road	Brownfield	TX	79316	806-637-3158
H160029	7501 82nd Street	Lubbock	TX	79424	806-771-8888
	<b>Wilder X6 Group, Inc - Jimmy Wilder</b>				
	<b>P. O Box 104</b>				
	<b>Canton, TX 75103</b>				
8184	1001 N Saginaw Blvd	Saginaw	TX	76179	817-232-8505
<b>TOTAL 75</b>					
<b>VIRGINIA</b>					
	<b>MSAA NV PARTNERS LLC - Aesha Jafrey</b>				
	<b>P O Box 60609</b>				
	<b>Irvine, CA 92602</b>				
J068006	1036 U S Highway 211, W	Luray	VA	22835	540/743-4701
	<b>Charter Foods, Inc - Robert Jenkins</b>				
	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31265	1711 Blvd	Colonial	VA	23834	804-520-4855



		Heights			
31264	3001 Oaklawn Blvd	Hopewell	VA	23860	804-458-0812
31578	3085 Cedar Valley Drive	Richlands	VA	24641	276-964-2660
31259	641 Greenville Ave	Staunton	VA	24401	540-885-0050
31263	1432 W Main St	Waynesboro	VA	22980	540-943-7475
	<b>Tacoma, Inc. - William Pannill</b>				
	<b>328 East Church Street</b>				
	<b>Martinsville, VA 24112</b>				
022453	1001 Independence Blvd	Bedford	VA	24523	540-586-1199
023830	1708 S Main Street	Farmville	VA	23901	434-392-4066
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31766	725 James Madison Hwy	Culpepper	VA	22701	540-829-0006
31768	1699 Carl D Silver Parkway	Fredericksburg	VA	22401	540-548-2508
	<b>Billy Shelton</b>				
	<b>2259 N. Main - P O Drawer 1508</b>				
	<b>Danville, VA 24540</b>				
K720008	1240 South Craig Avenue	Covington	VA	24426	703-962-3344
	<b>John Neal</b>				
	<b>201 W 7th St., PO Box 1257</b>				
	<b>Columbia, TN 38402</b>				
J718057	20250 Timberlake Road	Lynchburg	VA	24502	434-237-2614
<b>TOTAL 12</b>					
<b>WASHINGTON</b>					
	<b>Harman Management Corp</b>				
	<b>199 First Street, Suite 212</b>				
	<b>Los Altos, CA 94022</b>				
E720492	34506 16th Avenue South	Federal Way	WA	98003	253-941-0440
E720484	10414 S E 260th Street	Kent	WA	98030	253-852-3603
	<b>Spokane, Inc - Sam Sibert</b>				
	<b>17331 135th Street NE</b>				
	<b>Woodinville, WA 98072</b>				
E080010	2702 Broadway	Everett	WA	98201	425/252-2264
E080091	8030 Martin Way, E	Lacey	WA	98516	360/455-7449
E080087	9229 Division Street	Spokane	WA	99218	509-467-3341
E080084	4016 North Division St	Spokane	WA	99207	509-489-1014
	<b>Weber Coastal Bells Limited - Ed Weber</b>				
	<b>PO Box 2340</b>				
	<b>Eugene, OR 97402</b>				
024328	2485 Queensgate Dr	Richland	WA	99352	509-628-8592
<b>TOTAL 7</b>					
<b>WEST VIRGINIA</b>					
	<b>Charter Foods, Inc - Robert Jenkins</b>				

	<b>5139 Old Highway 11 E</b>				
	<b>Morristown, TN 37814</b>				
31557	1001 Stafford Dr	Princeton	WV	24740	304-425-6240
	<b>MSAA Partners, LLC - Syed Jafrey</b>				
	<b>3 Los Olivos</b>				
	<b>Irvine, CA 92602</b>				
31215	240 Emily Drive	Clarksburg	WV	26301	304-622-3028
	<b>Little Giant Enterprises, LLC - Sidney Wormsby</b>				
	<b>447 East 17th Street</b>				
	<b>Brooklyn, NY 11226</b>				
31757	32 Patrick Henry Way	Charles Town	WV	25414	304-725-3069
<b>TOTAL 3</b>					
<b>WISCONSIN</b>					
	<b>All Stop, Inc - Kim Reeve</b>				
	<b>N1551 Sunset Drive</b>				
	<b>Lodi, WI 53555</b>				
31873	111 Andres Street	Tomah	WI	54660	608-374-2115
	<b>H &amp; K Partners, LLC - Peter Helf</b>				
	<b>7840 W Hicks Street</b>				
	<b>Milwaukee, WI 53219</b>				
H653074	2314 South Oneida	Ashwaubenon	WI	54304	414-496-9400
H653076	1696 Main Street	Green Bay	WI	54302	414-469-1300
H653086	847 E Green Bay Ave	Saukville	WI	53080	262-268-8232
H653087	102 Airport Road	Shawano	WI	54166	715-526-3685
	<b>Michael Bartlett</b>				
	<b>1803 Woodfield Drive</b>				
	<b>Savoy, IL 61874</b>				
D333035	2735 Prairie Avenue	Beloit	WI	53511	608-363-1960
<b>TOTAL 6</b>					
<b>WYOMING</b>					
	<b>High Seas, Inc - Joe Oleink</b>				
	<b>439 Prarie View, Suite C</b>				
	<b>Gillette, WY 82716-4959</b>				
7683	1700 West Highway 14-16	Gillette	WY	82716	307 682-6280
J242014	2705 Dewar Drive	Rock Springs	WY	82901	307-362-6903
	<b>S and H Incorporated - Todd Stewart</b>				
	<b>2850 Washburn Way, Suite 250</b>				
	<b>Klamath Falls, OR 97603</b>				
C750012	4100 # 2nd Street	Casper	WY	82609	307-234-0713
<b>TOTAL 3</b>					
<b>STORES 584</b>					

LIST OF FRANCHISE RESTAURANTS BY STATE - EXPRESS					
December 28, 2011					
Store	Restaurant Address	City	State	Zip	Phone
<b>KENTUCKY</b>					
	<b>Aramark Corp.</b>				
	<b>1101 Market Street, Aramark Tower</b>				
	<b>Philadelphia, PA 19107</b>				
6001	1441 Gardiner Lane	Louisville	KY	40213	502-456-8300
<b>TOTAL 1</b>					
<b>OHIO</b>					
	<b>MSAA Partners, LLC - Syed Jafrey</b>				
	<b>3 Los Olivos</b>				
	<b>Irvine, CA 92602</b>				
31213	Ft Steubenville Mall, 100 Mall Drive	Steubenville	OH	43952	740-264-1917
<b>TOTAL 1</b>					
<b>TEXAS</b>					
	<b>Al Dossani - Al's Quick Stop, Inc.</b>				
	<b>1221 E. Highway 114</b>				
	<b>Grapevine, TX 76051</b>				
31845	9800 I-20, Canton Travel Plaza	Canton	TX	75103	903/829-8100
<b>TOTAL 1</b>					
<b>Stores 3</b>					

LIST OF AFFILIATE OPERATED CO-BRAND RESTAURANTS BY STATE WHICH BECAME FRANCHISED STORES ON 12/16/11						
12/28/2011						
8259	5705 W Bell Road	Glendale	AZ	85308	602-547-0209	Taco Bell
022641	6645 W Happy Valley Rd	Glendale	AZ	85310	623-825-0284	Taco Bell
022813	9380 W Northern Avenue	Glendale	AZ	85305	623-772-5429	Taco Bell
8261	8301 W Peoria Avenue	Peoria	AZ	85345	623-979-6090	Taco Bell
8355	2131 East Shaw	Clovis	CA	93611	559-323-5124	Taco Bell
8140	1365 W Olive Avenue	Fresno	CA	93278	559-237-9594	Taco Bell
8141	4050 W Shaw	Fresno	CA	93722	559-277-2149	Taco Bell
8241	2040 W Shaw Avenue	Fresno	CA	93711	559-277-2148	Taco Bell
8260	4015 W Clinton Avenue	Fresno	CA	93727	559-276-1185	Taco Bell
8390	5651 East Kings Canyon Road	Fresno	CA	93702	559-251-0541	Taco Bell
023204	167 Britain Avenue	Plainville	CT	06062	860-747-6462	Taco Bell
22613	485 Flatbush Avenue	Hartford	CT	6106	860-953-1654	Taco Bell
8352	1810 East Highway 50	Clermont	FL	34711	352-536-9700	Taco Bell
022883	526 US Highway 27	Clermont	FL	34711	352-394-5174	Taco Bell
022978	6780 Highway 98	Lakeland	FL	33810	863-853-9891	Taco Bell
Y309136	12550 S W 120 Street	Miami	FL	33186	305-255-7836	KFCC
8749	6753 North Church Avenue	Mulberry	FL	33860	863-607-6263	Taco Bell
022266	576 S Alafaya Road	Orlando	FL	32828	321-235-9536	Taco Bell
8325	5200 John Young Parkway	Orlando	FL	32839	407-248-2247	KFCC
022787	640 10th Street	Palmetto	FL	34221	941-721-4930	Taco Bell
022026	2442 Jim Redman Pkwy	Plant City	FL	33566	813-754-5146	Taco Bell
Y309131	2220 W Atlantic Blvd	Pompano Beach	FL	33069	954-971-7874	KFCC
022723	13917 W Hillsborough Ave	Tampa	FL	33635	813-818-9582	Taco Bell
022852	3390 Cobb Parkway NW	Acworth	GA	30101	770-966-5127	Taco Bell
22068	5385 Farrington Road	Lithonia	GA	30038	770-808-5598	Taco Bell
022854	3010 Eagle Drive	Woodstock	GA	30189	770-924-3869	Taco Bell
Y300005	7459 S Stony Island Avenue	Chicago	IL	60649	773-643-3636	KFCC

8138	1450 West 75th Street	Downers Grove	IL	60517	630-960-0595	KFCC
8300	1504 Nations Drive	Gurnee	IL	60031	847-599-8271	KFCC
8234	3280 Taylor Blvd	Louisville	KY	40215	502-361-2043	KFCC
8301	12206 Shelbyville Road	Middletown	KY	40243	502-245-8846	KFCC
022449	1560 VFW Parkway	W Roxbury	MA	02132	617-327-2645	Taco Bell
Y070037	5000 Sinclair Lane Parkside	Baltimore	MD	21206	410-358-1137	KFCC
022579	9021 East Highway 350	Kansas City	MO	64133	816-358-0701	Taco Bell
022580	2825 NE Vivion Road	Kansas City	MO	64119	816-452-2848	Taco Bell
022067	321 Loudon Road	Concord	NH	03301	603-223-6908	Taco Bell
022857	322 S Broadway	Salem	NH	03079	603-890-0261	Taco Bell
8339	4855 South Ft Apache Road	Las Vegas	NV	89147	702-873-2737	KFCC
X527062	5930 Centennial Center Blvd	Las Vegas	NV	89131	702-839-2966	KFCC
001950	5185 Turney Rd	Cleveland	OH	44125	216-663-2978	Taco Bell
8356	1414 Harrisburg Pike	Columbus	OH	43223	614-279-7577	KFCC
Y335061	1532 Georgesville Road	Columbus	OH	43228	614-851-3165	KFCC
001690	805 East Main Street	Kent	OH	44240	330-678-2924	Taco Bell
8731	223 West Main Street	Louisville	OH	44641	330-875-0500	Taco Bell
8739	1600 N Main Street	North Canton	OH	44720	330-497-1386	Taco Bell
2201	5780 Broadview Road	Parma	OH	44134	216-459-1894	Taco Bell
022004	850 N Canfield Niles	Youngstown	OH	44515	330-505-0603	Taco Bell
8711	911 Resler Drive	El Paso	TX	79912	915-587-9210	Taco Bell
022047	1337 George Dieter Drive	El Paso	TX	79936	915-595-0607	Taco Bell
2851	7126 FM 1960 East	Humble	TX	77346	281-852-6220	Taco Bell
8253	24891 FM 1314	Porter	TX	77365	281-354-4608	Taco Bell
022811	21115 Kuykendahl	Spring	TX	77379	281-251-6134	Taco Bell
Y300004	806-A Endland Street	Ashland	VA	23005	804-752-2408	KFCC
8275	11190 W Broad Street	Glen Allen	VA	23060	804-360-7037	KFCC
8379	320 N Madison Road	Orange	VA	22960	540-861-3576	KFCC
8277	8810 Patterson Avenue	Richmond	VA	23229	804-741-6287	KFCC
8393	200 Broadview Avenue	Warrenton	VA	20186	540-347-3900	KFCC
022929	2056 Milwaukee Avenue	Burlington	WI	53105	262-763-5375	Taco Bell
022792	8261 S Howell Ave	Oak Creek	WI	53154	414-764-1728	Taco Bell
8704	1361 South 60th Street	West Allis	WI	53214	414-258-1607	Taco Bell
X548025	RR#3 Box 3184	Keyser	WV	26726	304-788-0004	KFCC
	<b>TOTAL 61</b>					

**ITEM 21**  
**FINANCIAL STATEMENTS**

Attached to this Disclosure Document as Exhibit F are the audited consolidated balance sheet and statement of operations of LJSP of as of December 28, 2011 and the unaudited balance sheet and statement of operations of LJSP through April 18, 2012

LJSP absolutely and unconditionally guarantees to assume the duties and obligations of LJS under the Franchise Agreement should LJS become unable to perform its duties and obligations under the Franchise Agreement LJSP's guaranty of performance is included in Exhibit F of this Disclosure Document

**ITEM 22**  
**CONTRACTS**

The following agreements are included as exhibits to this Disclosure Document

Franchise Agreement (with state-required addenda following) -- Exhibit C

Co-Brand Franchise Agreement (with state-required addenda following) - Exhibit C-2

LJS Support Services Agreement – Exhibit C-3

Access and Polling Agreement – Exhibit C-4

Renewal Release Agreement – Exhibit C-5

Form of Transfer Agreement – Exhibit C-6

**ITEM 23**  
**RECEIPTS**

The last page of this Disclosure Document is a detachable document, in duplicate. Please detach, sign, date and return one copy of the Receipt to LJS, acknowledging that you received this Disclosure Document Please keep the second copy for your records