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Mcdonalds franchise agreement india pdf

To understand whether driving McDonald's is income and free cash flow, it is necessary to understand the same store sales and guest count. The same store's sales compare sales from restaurants, or stores, which have been open for at least a year. This data helps analysts estimate what percentage of new sales growth compared to opening new shops. The average cost according to the customers and total guest count is the sale of the same store. Last year, McDonald's same store fell to a 2.2% guest count in the United States despite 2.5 percent in sales. In the company's international-based-based markets, sales of its same store increased by 5.8%. High average checks according to customer and top guest count fired this increase. In particular, its same shop sales increased the higher growth part and foundation markets. It is facing challenges in the US market as consumers shift to new brands and healthy food. Article A continuing dispute between McDonald's and a major Indian franchise continues below the ad that shows what franchise and franchise disagreements may be. Although the dispute is on a different scale than that of most parties in a franchise or joint venture agreement, this case is a useful example when a franchiser and franchise reach a deadlock. What is going on with McDonald's in India? The dispute is related to franchises in northern India. This is the area where the American fast food giant has finished the franchise for 169 restaurants. The main reason for the dismissal is the default in payment of royalties by The Indian franchise company, Contot Plaza Restaurant Limited (CPRL). THE CPRL is a joint project between businessman Vikram Bhaskey and McDonald's India. McDonald says it has followed the provisions of the agreement to notify the CPRL of violations. It also says it gave the company enough time to resolve the alleged failures. According to McDonald's, THERE IS NO CURE FOR CPRL VIOLATIONS AND AS a result it is important to stop using McDonald's name, design, branding and food recipes. In September, the London Court of International Arbitration (LCIAIA) ordered Mr. Bhaskey to sell his stake in THE CPRL for the American-American-issued market. Prun added that Mr Bhaskey has now challenged the decision of LCIA in the Delhi High Court. Some observers say the issue reinforces what some nationals have done about entering into joint venture and franchise agreements in India. He believes there is real potential for long-dyed cases that makes such a deal commercially unviable. But more generally the case is the first place to prove the importance of getting franchise agreements. It is being specifically clarified that the terms of dispute resolution apply to the agreement. What are the common types of franchise agreement? I work for both The Nath Lawyer in London in both the franchise and both in a range of franchises. Conflicts in our experience accuse for many reasons, including: exaggeration Because of the franchiser the franchise believes that the franchise is for the franchise of the potential profitable of non-payment. There are usually various payment streames under a franchise agreement, including rentals of expert equipment, royalty payments on sales and training fees. The agreement must define these and payment terms. Franchise has damaged the brand in some ways franchise Mashandalas customer data intellectual property has violated privacy issues around the franchise's customers or commercially sensitive information about franchisees or franchisees how to correctly remember how it comes to negotiating the franchise agreement when franchises are often in a weak bargaining position. That's why the franchiser will usually offer only one contract that is standard in all its franchises and segments. An experienced franchise lawyer will understand the points on which a franchise is ready to move or depart from standard terms. As per any trade agreement, both sides must be fully aware of the legal obligations when they sign a franchise agreement. In Nath Lawyer we work for both consultants and franchises in complex trade agreements. We see things from both sides so we have insights to ensure that you protect your interests from the beginning of the franchise relationship. A franchise agreement ended often to end the deal for a large number of franchise contracts, including unpaid fees and poor performance to a franchise. Franchises usually do not have rights. If one wants to end the franchise, it will usually have to depend on the contract law. That's why advice from an experienced contract lawyer is necessary. The terms in which we will examine the franchise agreement closely before approval! What can do in the case of a dispute are the provisions for data protection and impact on intellectual property when the contract agreement expires and covers by the agreement how to expand and whether these broad franchises are the most common of the business partnership agreement and They work when they can provide a profitable income for many years. But both franchiser and franchise are required to enter into agreements with opening their eyes. Especially in understanding how contract law is applicable to the contract agreement is important for the franchise. As the McDonald's case shows, when a conflict a, finding a resolution can take a long time. For more information about franchise law, call us on 0203 670 5540. Exhibit 10.1 Execution Copy Edit and then mcdonald's latin america, LLC, Sat, LLC, MFC institutions each, Arkaus Dorados Ltd., Aarkaus Dorados Co U.A., Arkaus Dorados B.V. and Las L'Oretas, November 10, 2008 As List Of Contents 1 Definitions and Interpretation 8 Definition of 1.1 8 1.2 Explanation 8 2. The nature and scope of this agreement are 9 2.1 Systems 9 2.2 Master Franchise Rights Personal 9 2.3 Intentions 10 3. Rights Approved 10 3.1 Master Franchise Rights 10 3.2 MF Subordinate Rights 10 3.3 Issues Related to McCafes and Satellite 11 3.4 Discriminatory 11 3.5 Rights Booking 11 3.6 No Grants; No Authority 12 3.7 Some Cases Brazil 12 3.8 Cooperation 12 4 related. Agreement Period and Renewal 13 4.1 Term 13 4.2 Renewal 13 4.3 Renewal Procedure 13 5. Franchise and related fees 14 5.1 Initial Franchise Fee 14 5.2 Continuous Franchise Fee 16 5.3 Transfer Fee 17 5.4 Fee Worth 18 6 Payment Summary. 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A co-operation was organized under the laws of the Netherlands with its principal office in Amsterdam, Netherlands (Dutch Coop), Arkaus Durados Limited, 1984 of the British Virgin Islands under the ordinance of international business companies, the British Virgin Islands (along with parents and, as well as the owner and Dutch Coop. , and, for the purposes of parts only 6.1, 6.11, 6.12, 7.1, 7.8, 7.9, 7.18, 8.2, 18.2, 19.2, 21.2, 21.4, 21.6.5, 21.6.9, 21.8, 21.9, 22, 24.4, 24.9, 24.10, 25, 26 and 27, Las Lavarelas, Ltd., a company and has organized a company with its principal office under the International Business Companies Ordinance of the British Virgin Islands, British Virgin Islands (beneficial owner and, every owner's institution, McDonald, Master Franchise and his affiliates, in alliance with parties. While, the Master Franchise was entered into parties on the contract August 3, 2007 (the original MFA); However, the parties have determined that certain amendments to the original MFA are necessary to clarify the responsibilities of the parties. The terms described in the agreement, which can be identified by each principal word's first letter investment, means 2 assigned to them in the exhibition. 1.2 Commentary. In this agreement, except to the extent that context is otherwise 1.2.1 The table and titles of the content are for reference facility only and will not affect the interpretation of this agreement; the terms of explanation of 1.2.2 are included in addition to the single and vice versa; 8 1.2.3 words contain all the organisms of gender import, 1.2.4 References to sections, clauses, schedules and exhibitions, references to the terms and clauses of this agreement and exhibition. 1.2.5 in terms of any document or agreement, including this agreement, shall be deemed to include references to such document or agreement, which is modified, supplied, or changed in time in accordance with its terms (where applicable) are also to comply with the requirements set; and 1.2.6 reference to any party or person The categories include its successor and permission assignment. 2. Contract and capacity system 2.1. McDonald and its affiliates have worked out a restaurant system (system), a comprehensive system for continuous development, operating and restoration of McDonald's restaurants, and includes intellectual property and other property rights and processes, including design and color schemes for restaurant buildings, signs, luggage settings, formulas and features for specific food products, including Macs The code of covering business practices and policies that constitute the part of donald-nominated food and beverage products, inventory practices, operations, controls, bookmark and accounting, and quality. McDonald's and his affiliates may be involved in changing or deleting elements from time to time in their sole will. McDonald's restaurant has been developed for a limited menu of uniform and quality food products, with an emphasis on immediate and polite service in a clean, pleasant environment that intends to be attractive to children and families. The system is operated and widely advertised in many foreign countries in the United States. McDonald and his affiliates, directly or indirectly, all rights to adopt and adopt the system. The foundation of the system is complying with the standard stake by Mac's franchise, each including master franchise parties and franchises, and provides the basis for valuable goodwill and broad acceptance of the compliance system with quality. Such compliance by each of the master franchise parties and franchises, its performance led to the accountability of each of the master franchise parties and the establishment of the essence of this agreement with each other in the operation of the master franchise business, the establishment and maintenance of this agreement by master franchisees. Without restricting McDonald's rights, McDonald's regional taste will consider the recommendations of the master franchise and And to adjust such tastes and preferences to such an extent master will work with franchises that determine mcdonald's reasonably, in his sole voice, such functions are in line with the system. 2.2 Master Franchise Rights are personal. Master Franchise acknowledges that master franchise rights (as described below) are based on the special relationship of trust and trust that McDonald and some of his affiliates have developed and enjoy with The Jungle W. Staten, which controls, directly or indirectly, master franchise parties, owner entities and beneficial owners. This particular 9 relationship is based on Mr. Staton's reputation and character and his demonstrated skills, talent, knowledge and experience related to the management and operation of McDonald's restaurants, as well as his complete understanding of the importance of intellectual property and the quality of McDonald and his affiliates. The parties acknowledge that master franchise rights are provided only to master franchise parties nor to any other person, other than explicitly permitting by this agreement, or the operation of applicable law. 2.3 intentions. The agreement will be interpreted to apply the intentions of the parties described in this section so that the master franchise business and any franchised restaurants will be severely complying with operations and systems at all times. 3. Rights 3.1 Approval of Master Franchise Rights. In accordance with the terms and conditions of the agreement, including all rights to secure McDonald's rights, McDonald's grant has the following rights (collectively, master franchise rights): 3.1.1 rights and working, directly or indirectly, franchised restaurants in every area except Brazil; 3.1.2 right And according to the franchise approval process and applicable franchise agreement to franchise the license se in every area along with franchises in every area, it is understood and agrees that any franchise can establish and work only one franchised restaurant according to each franchise agreement. Provided that a franchise agreement on any master franchise party owned and operated franchised restaurants may be related to more than one franchised restaurant; 3.1.3 provides the right to adopt and use, and to give the franchise rights and licenses to the authority and use The system in franchised restaurants in every area except Brazil; public advertising right 3.1.4 that it is McDonald's franchise; and 3.1.5 right and license suo per MF subordinate institution plus Arkaus Dorados Comercao de Alamantaus, hung. (/f/k/a McDonald Comercao de Alamantos, Dhanga. An MF subsidiary will be fully derived of the rights grant from McDonald's for master franchise under the agreement and will not be specifically granted. 3.2 MF Subrights. In accordance with the terms and conditions of the agreement, including all rights that McDonald's has secured, master franchise grant is fully derivative of the following rights (collectively, under MFM) under each MF, except for grants for each such grant, Arkaus Dorados 10 Comercao de Alamantos, Ladda. 3.1 : 3.2.1 And right to work, directly or indirectly, franchised restaurants in its relevant area; 3.2.2 french with franchised restaurants with right and license To allow franchise in the relevant area in accordance with the process of granting the approval and applicable franchise agreement, it is understood and agree suo-mail that any franchise has only one as per each franchise agreement Franchised restaurants can be established and operated; provided that a franchise agreement on any master franchise party owned and operated franchised restaurants can be related to more than one franchised restaurant; 3.2.3 to provide the right to adopt and use, and to give the franchise right and license to own and use , the system in franchised restaurants in its relevant area; And the right to advertise to the public is 3.2.4 that it is mcdonald's franchise. Some issues related to McCafes and satellites 3.3. 3.3.1 Master Franchise acknowledges and agrees that it has no right or license to use or re-repreburn any Frsthanding McCafe, other than the initial Frsthanding Mccafe, and mccafe included its rights in connection with the brand McCafe and the initial Lystanding Mccafe are under the terms set out in this agreement. 3.3.2 A franchise will be under the permission of such designation by a franchise from the

master of a McDonald's restaurant before the opening (a) of such proposed satellite as a satellite by each proposed designation; (b) Master franchise or any subsidiary, directly or indirectly, fees in easy interest (or local equivalent), or in a lease (or local equivalent) or directly or indirectly from the owner of such interest, are to be located on a satellite on which the original property; (c) the liability of any other agreement relating to such proposed satellite; or (d) Any permit, permission, consent or approval request from any government authority relating to such a proposed satellite. 3.4 Distinguishing. By parts 22 and 23, McDonald's is any mcdonald's at any time, directly or indirectly, during the term applicable in any area. In such an area: (b) allow any other person to work at McDonald's restaurants in any kind of area for anyone else as they want; or (c) grant edit the right or license to give a franchise to another person to run any Mac's restaurant in such an area. 3.5 Booking rights. McDonald, himself and his affiliates, does not give all rights to master franchisees, especially under this agreement, including right, directly or non-individually: 11 3.5.1 intellectual property and distribution resources in each area for use and all other purposes, including retail licensing, catalog, Ronald McDonald House charities, other charities, grocery, packs Foods, public and corporate relations use intellectual property in connection with all other activities not prohibited by the agreement; and 3.5.3, in connection with all other activities, including the sale, promotion or licensing of products or services under intellectual property, materials and activities and Internet marketing 3.5.2. 3.6 No grants; No option. To avoid doubt, no master franchise rights or rights under FMF are given to any owner's institution. Neither the owner's institution nor any master franchise party will have any agreement, warranty or representation from its affiliates. 3.7 Some matters related to Brazil. 3.7.1 Every party Harito admits that McDonald and Arkaus Dorados Comercao de Alamantous, hung up in a Second Amendment and The Master Franchise Agreement of Taqa, november 10, 2008 regarding Brazil (Brazil MFA), according to which McDonald's Aerkaus Dorados Comercao de Alamantous, Hunga. Continued franchise fees and other amounts as well as rights under mf in exchange for payment when stated in Brazil MFA. 3.7.2 Every party agrees that if any clause of the agreement is in conflict with any project of the Brazilian MFA, then the terms of the agreement prevail, and all the owners' entities, master franchise and Arkaus Dorados Comercao de Almantaus, hung. All actions required or required (or will cooperate with McDonald's in taking such actions), to ensure that the Brazilian MFA is not at conflict with any provision of this agreement. Each of 3.7.3 and Arkaus Dorados Comercao de Almantaus, hung. Acknowledge and agree that (a) of the renewal criteria and other terms, conditions and procedures set out in 4.2 and 4.3 will work for the standard of renewal and other terms, conditions and procedure suo-fa section 4 of the Brazilian MFA. (b) Establishing the franchise approval process will act as a franchise approval process for the purposes of Section 6.3.1 of the Brazilian MFA; and (c) the new franchise agreement will act as the form of a franchise agreement for the purposes of Section 6.4.2 of Brazil 3.8 Support. The parties will cooperate in the process of implementing and providing such agreements or other documents that each of the FM subsidiaries properly understand to the fm to make the grant of rights under FM effective; however, all such agreements and other documents will strengthen this 12 agreement and agree that any case of any non-wafor or non-co-operation I will monitor and control the provisions of this agreement. 4. Renewal of contract and 4.1 period. Until sections 22 or 23 are finished, the initial term of the agreement will begin on August 3, 2007 and extend to each Argentina, Arobina, Brazil, Chile, Colombia, Costa Rica, Kyurasao, Ecuador, Mexico, Panama, Peru, Puerto Rico, Peru, Venezuela and St. Thomas and the U.S. Virgin Islands of St. Croix.; 2027 and (b) August 2, 2017 (in addition to the French term and regular term, terms) for French Guinea, Guadeloup and Martinik, under the renewal rights set below. 4.2 Renewal. In its appropriate business decision based on the standard of renewal established in McDonald's Exhibition 4 (Renewal Standards), master franchise suitable for extending this agreement to all areas for an additional ten years after the end of the regular term (renewal authority) will be provided in this section. The master franchise right, in its sole voice, to extend this agreement with respect to French Guinea, was given no less than a year before the French term expired after the French term ended with reference to an additional ten years; Provided this option is exercised, master franchise must practice in all three terms. The renewal option will not apply to any area by which master franchise rights will be abolished. 4.3 Renewal Procedures. 4.3.1 McDonald will determine that the renewal will be adopted based on the standard of revival of the franchise and not before August 3, 2020 and then august 3, 2024 before that (a renewal notice). The renewal notice will set the terms of the renewal option, or, to not give the option of renewing McDonald's selection at the event, the terms of the content on which McDonald will be ready to approve the transfer of the master franchise business are permitted by section 4.3.2. Master Franchise will advise to exercise its intentions to exercise or not exercise any renewal option no more than 60 days after the date of such renewal notice. 4.3.2 If either (a) mcdonald's choice does not take up renewal; or (b) the master franchise will not be chosen to renew, then the master franchise will be entitled, according to sections 21.2, 21.4 and 22.3 for the purposes of the woman to anyone The renewal notice (period of motivation) is on the franchise business during the three-year period starting on the date of the renewal notice and is under the terms and conditions set by McDonald's in its renewal notice. During the franchise period, McDonald's will cooperate with Master to complete any proposed transfer to the approved transfer. 4.3.3 If Master exercises franchise renewal authority, Master will try to complete their best efforts to franchise and McDonald's and modify and reuse the agreement that specifically reflects the terms of the amendment to the renewal notice, which may determine the initial franchise fee, the ongoing franchise fee, and its sole voice in another case. 5. Franchise and related fees 5.1 initial franchise fee. 5.1.1 Unless otherwise agreed by McDonald, August 3, 2007, initial franchise fee (initial MFR fee) will be paid by master franchise equivalent to any franchised restaurant, in the case of an artificially, satellite plus \$2,250, and, in case of any satellite. Multiplied by \$1,125, in each case, (a) less than 20; or (b) the number of years present in such an area in the applicable period (rounded up to a full year with any partial remaining year) (number of years, MFR). If at the end of any MFR period, Master Franchise wishes to run such master franchise restaurants, then Master Franchise will pay an additional initial MFR fee of McDonald's in connection with such master franchise restaurants. Below is an example of an initial MFR fee calculation, which is for just inimitable purposes and in no case will conflict with any other provision of this section be imagined. Example: If the applicable term ended August 2, 2027 and Master Franchise open a new master franchise restaurant that is not satellite on July 1, 2009, then franchise franchise (or \$2,250 *19) \$42,000 The initial franchise fee in the equivalent amount of 750 will pay the franchise and pay the same amount to master \$42,750, regardless of the amount sown by the master franchise from the applicable franchise That's what goes. If such master franchisees were restaurant satellites, master franchise would be paid at an amount equal to \$21,375. Section 5.1.2 is subject to section 5.1.4 (b) and unless otherwise agreed by McDonald's, for each franchise agreement (or to extend the term of any franchise agreement) Entered by master franchise or with one of its subsidiaries (with master franchise or any MF subordinate agency) (3) 2007 Master Franchise will need applicable franchise to pay an initial franchise fee, as well Mr Fee, initial franchise fee) in an amount equal to, in the case of any franchised restaurant other than a satellite, \$2,250, and, in the case of any satellite, \$1,125, in any case, most of them (a) the number of years present in the area in which the franchise agreement (or contract to extend the term franchise agreement) has been implemented; Or (b) the number of years involved in such franchise contract terms (or to increase the term of the franchise agreement in its contract), in each case, rounded up to a full year for any part year. The master will pay franchise superheries for 50% of the amount of each initial SFR fee, regardless of which is received by master franchise from applicable franchise. Below is an example of 14 calculations of an initial SFR fee, which is for just inimitable purposes and in any case the section will be considered conflict with the provision of another. For example: If the applicable term ends On August 2, 2027, and Master Franchise enter into a new franchise agreement (or to extend the term of any franchise agreement) with a franchise on July 1, 2009 In connection with a franchised restaurant that is not a satellite for a 20-year period, then the franchise will pay initial franchise fees for an amount equal to \$45,000 (or \$2,250 *20) and master The franchise will pay McDonald's amount equalto \$22,500, regardless of whether such amount is received from the master franchise from the applicable franchise. Thus franchised restaurants were a satellite, so master franchise will pay for an amount equal to \$11,250. 5.1.3 In terms of any new master franchise restaurant, each initial franchise fee will be payable on or before the opening date of such a new master franchise restaurant. With respect to a franchised restaurant that is not a master franchise restaurant, the initial franchise fee will be payable on the first of the franchise fee (a) issued in the calendar month in which the initial franchise fee is payable; or (b) the opening of such franchised restaurants. 5.1.4 (a) Master Franchise will not be required to pay initial franchise fees in connection with any franchised restaurant, unless the term applicable franchise agreement is extended in connection with such transfer In which case the initial franchise will be equal to the fee, one satellite, \$2,250 in the case of any franchised restaurant, and, any satellite, \$1,125 In case of, in every case, the number of years of such expansion (rounded up to a full year with any partial remaining year). (b) if a franchise entered into a franchise agreement (or to extend the term of any franchise agreement) in connection with (i) acquisition of franchised restaurants from master franchisees; or (ii) an option exercise to get a franchised Master is included as the term of business facilities entering with franchisees, then franchisees will only need to pay initial franchise fees in terms of the contract of such franchise sesome out of the terms applicable in such an area. Below is an example of an initial SFR fee calculation, which is for just the most inimitable purposes and in any case the conflict with any other provision of this part will be imagined. For example: If the end of the applicable period is August 2, 2027 and Master Franchise sell a master franchise restaurant in a franchise and in connection with this, in connection with such franchised restaurants Enter into a new franchise agreement that ends on June 2, 2029, then pays the initial 15 franchise fee to the franchise for an amount equal to \$4,500 (or \$2,250 *2) Will. \$2,250 franchise fee issued 5.2 5.2.1 5.2.2, 5.2.3 and 5.2.4, except as provided in this agreement, Master Franchise every calendar month (or any part of it. According to any franchised restaurant in which such calendar is under an approved shutdown during the month), according to the term applicable in an amount, McDonald's overall continued franchise fee (issued) Franchise fee) will pay for the overall sale of franchised restaurants in areas for such calendar months (or such eligible parts), minus any applicable brand building adjust (regular royalty). Master franchisees will be immediately applicable to such activities due to continuing the building's adjustability of any brand can be determined in its sole to the master franchise system and the franchised restaurants and areas associated with intellectual property and promoting goodwill and fame. 5.2.2 Yet section 5.2.1, in the case of any existing franchise agreement that provides for royalty at a rate lower than regular royalty, will do master franchisees, as such existing franchise contracts remain in effect, with regard to franchised restaurants equivalent to existing royalty, pay McDonald's continued franchise fee. 5.2.3 In the case of any franchise agreement that is related to a franchised restaurant that (a) is not a master franchise restaurant, (b) is not located in Puerto Rico; And (c) either (I) entered after the date of the request, or (ii) a traditional franchise transaction is transferred by a master franchise party for a franchise, equivalent to 5% of the total sales of such franchised restaurants during the term described master franchise and in an amount equal to any extension of such franchise agreement (but only over the period) (new) Royalty). 5.2.4 In the case of any franchise agreement that is related to a franchised restaurant that (a) is not a master franchise restaurant, (b) is located in Puerto Rico; And (c) either (I) entered after the date of the request. Or (ii) move by a master franchise party to a franchise in a traditional franchise transaction, master franchise will pay 4.5% in an amount equal to any extension (but only over the period) of the said term and such franchise agreement at the same price as the overall sale of the franchised restaurant (Puerto Rican royalty). 5.2.5 If any voluntary, anaicher, direct or non-sale, assignment, transfer or one by a franchised restaurant at any time during the regular period From the Master Franchise Party, then and then pay Mac's ongoing franchise fee with such a series of franchised restaurants equal to regular royalty on the date of such transfer or master franchise. 5.2.6 If at any time during the regular period, McDonald's increased the increase in international franchises, then from such an increased date, new franchise royalty and Puerto Rican royalty would increase the increase limit of each international franchise royalty. 5.2.7 Every Master Franchise Party agrees that it will not royalty any franchise in more than international franchise royalty. 5.2.8 If a franchised restaurant fails to report or generate a total sales report in terms of any calendar month (or a ratable portion of it), the otherwise approved closing results After that, the total sales for such franchised restaurants (or a share of such part) in terms of such calendar month are average monthly gross sales (or comparable to) The share will be reported by such franchised restaurants in comparison) calendar month within a period of 12 months immediately ended in which such failure has been reported or failed to generate; provided, provided, if it is attributed to failure or production of reporting, the major, any ongoing franchise fee in connection with the affected franchised restaurant sits on any calendar month (or Such a valued part) will be very payable to the one on which such power will be a symmoser due to any event and such an event of force-mesever is going on during this time. Any calendar month franchise fee issued 5.2.9 will be payable by McDonald's Master Franchise over the seventh business day of the next successful calendar month. 5.2.10 Every MF subsidiary agrees that it will be combined with master franchise and bound on balanarfat to pay the initial franchise fee and the ongoing franchise fee. 5.3 Transfer fee. In the case of any volunteer, anacharchki, direct or non-sale, assignment, transfer or other thing of a franchised restaurant by master franchise, its subsidiaries or any franchisee Master Franchise will charge transfer fees of no less than \$10,000 per franchised restaurant and currently payou the continued franchise fee in the calendar month with transfer fees worth Payment is such an amount equal to 50% of the amount of such fee is charged as such; however, that no fee shall be charged by master franchise or any of its subsidiaries by any other subordinate entities of master franchise. (b) Any such sale, assignment, transfer or other franchise includes any of its affiliates by anyone; or (c) a business facilities to get a franchised restaurant at an option exercise ceremony on 17 th May, which have entered with master franchise. Below is an example of calculation of transfer fees, which is for just inimitable purposes and in no case will conflict with any other provision of this section be imagined. For example: If the franchise master in Puerto Rico sold its franchised restaurant to franchise, 50% of the transfer fee would be payable to McDonald's. In addition, as of the transfer date, payable by Master Franchise, currently existing regular royalty will exceed the existing Puerto Rican since royalty. 5.4 Summary of payable fees. Summary 26 Of this section displays payable fees. The summary is for reference facility only and in no case will conflict with any other provision of this section be conceived. 6. Representations and warranties august 3, 2007 and date of the terms (a) with respect are clearly made as another date such as representations and warranties that, in terms of representation and warranties, shall be made as such a second date; and (b) in terms of section 6.8, represented only as August 3, 2007, beneficial owner, every owner's institution In terms of master franchise, and section 6.10, each MF subsidiary, jointly and represent Balaanfarad and guarantee McDonald's: 6.1 organization and qualification. The beneficial owner, parent, Dutch Coop, owner and master franchise is fully organized, Waladi stands by the existing and well-structured rules of its jurisdiction and has all the necessary power and authority to enter into this agreement, to meet its obligations and transaction consideration se. The beneficial owner, parent, Dutch Coop, owner and master franchise is fully licensed or able to do business and is in good In every jurisdiction in which ownership or lease of properties is required by him or by the operation of the master franchise business and any other business, parent, Dutch Cope, owner or master franchise thus licensing or qualification, to the extent that such a licensed or qualified or good standing failure will not affect the ability of the beneficial owner Take their relevant responsibilities under the parent, Dutch Coop, owner or master franchise or to complete transaction consideration by this agreement. Beneficial Owner, Parent, Dutch Coop, Owner and Master Franchise, Performance by Beneficial Owner, Parent, Dutch Cope, Owner and Master Franchise is authorized by all necessary action on the part of the beneficial owner, parent, Dutch Coop, and the beneficiary owner of the transaction stake by this agreement. Owner, master franchisee and those with their relevant eqti interests, as applicable. The beneficial owner, parent, Dutch Coop, owner and master franchisee has provided complete copy of McDonald's genuine and their relevant documents. 6.2 Investment. 6.2.1 Parents have a record and beneficial owner of 100% of Dutch Coop's eqti interests. Dutch Coop and thus are owned by the interests of the equity of the interests and are held by the parents, free and clear of all the interests, paid fully, issued, paid in full and not released in violation of the nunassabi and premutawa and similar rights. Any person other than a parent has the right to earn a degree or any other device's equity interests represented by the Dutch coop. Information with respect for parents set up in Exhibition 3 is accurate. 6.2.2 Dutch Coop owns a record of 100% of the owner's property interests and beneficial. The owner and the representation of such equity interests are owned by the interests of the property and are held by the Dutch Coop, free and clear of all the goods, issued, fully paid and not released in violation of Nunassabi and Premutawai or similar rights. Any person other than Dutch Coop owns or owns the owner's property interests or has the right to obtain the property interests of another device. With information set out in the Dutch Coop exhibition 3 is correct. 6.2.3 The owner is the master franchise's 100% record and beneficial owner of 100% of the equity interests. The property interests of the master franchise and such property interests are owned by the representation certificate and are held by the owner, free and clear of all herdage, fully authorized, issued, fully paid and not issued in violation of The Nunassabi and Premutaoi or similar rights. One has a person other than the owner or has the right to obtain the master's property interests Or any other device representing the equity interests of master franchise. Information with the honor of the owner set in Exhibition 3 is accurate. 6.3 No conflict. The agreement has been fully implemented and provided by each owner's organization and master franchise and, the compliance and right permission, implementation and delivery request by harito of each other's party means legal, valid and bound instrument of every owner's organization and master franchise, except (a) limited by applicable bankruptcy, diwall, (b) to the extent that any treatment of specific performance or injury or fair assistance is subject to fair defence and subject to the court's obligation before any action is brought forward. 6.4 Official Approvals Any implementation, delivery or performance by any owner's organization or master franchisee or the transaction stake considered by this agreement shall result in any violation of disputes or any violation of any owner's institution or constituent documents of master franchise, as applicable; (b) any permit, permission, approval or approval required, or any information, other than any government authority, is not required by these considerations or agreements; (c) it will result in or without notice or time or both, or any violation or violation, a default or any right, cancellation or regression, any terms, or any conditions, or any Note, Bond, Hold, Endentora, Lease, License, Contract, Agreement or other investment or obligation, any owner or master franchisee is a party or by which one's 19 relevant properties or assets may be bound or affected; or (d) in violation of any applicable law, in addition, the above clauses, such violations, violations Or in the case of default, individually or as a whole, has a material negative impact on the ability of any owner's organization or master franchise, to provide or complete the consideration in such a way. 6.5 Anti-terrorism: Compliance with applicable law. Any owner's institution or master franchise property or interests is subject to being blocked under anti-terrorism laws. Such a party, nor its relevant financial resources (including any legal or beneficial owner of any of the companies' interest in any owner's institution or master franchise) or any of the parties concerned has been a terrorist or suspected terrorist within the meaning of terror laws or has been identified as a name or address on any terrorist list. Each of the parents, Dutch Cope, owner Master Franchisees are in compliance with applicable law, including all counter-terrorism laws. 6.6 The tag. There are no actions against or against any owner's institution or master franchise that may negatively affect the legal, health or bound impact of performance by any company or any owner or any relevant liability or consideration of any transaction. 6.7 No Panruiki. In addition to the clearly provided in this agreement, Master Franchise master is gaining master franchise rights for purposes of entering into franchise agreements, including franchise dissuading business, franchise discussions, and not for master-product rights or for the purposes of resale or franchise of any other specific purpose. Master franchise franchise the refero owns all of the interest in. 6.8 information. All content information requested by McDonald and provided by any owner's organization or master franchisee to be incientuated to enter into the agreement and such information has been provided and is accurate and complete as to all such materials as date and as date requests. 6.9 Disclosure document. Every owner's organization and master franchise has received, reviewed and it is understood that the disclosure document provided to it by McDonald is required by applicable law in Brazil, French Guinea, Mexico, Guadeloup and Martinik, to a valid extent under applicable law, to obtain such documents in any language other than English and before November 10 , 2008 [] Every owner acknowledges the institution and master franchise and agrees that no other area needs such a document to be documented by applicable law. 6.10 MF subsidiaries. Compliance and delivery of this agreement by the subordinate agency of each MF, the process under each MF by its relevant obligations and the transaction suo-dispersal considered by the Agreement has been authorized by all necessary action on the part of the agency under each MF. The agreement has been fully implemented and provided by the agency under each MF, due to each other's party harito and valid permission, implementation and delivery request, applicable against such LAWS under FM, as per its terms applicable against such FM subsidiary, in addition to (a) 20 applicable bankruptcy, bankruptcy, reorganization, prohibition, fraudulent delivery and generally borrowers and (b) to the extent that any treatment of specific performance or injury or fair assistance is subject to fair defence and subject to the court's obligation before any action is brought forward. 6.11 Shares trusts. Master Franchise and the certification of each Eskrowad MF subsidiary, The Equity Interests August 3, 2007, isskrow agent by owner, master franchise and another registered owner master franchise of an MF subordinate institution Each eskrowad MF and each eskrowad mf has all the interests of the all the equity of subordinates (under any Eskarovad MF) which has issued dematataraid equity interests and outstanding on August 3, 2007. The certified quality interests of the entities under each non-eskrowad MF as of August 3, 2007 have been applied by master franchise to the trustee applicable and out of the registered owners of non-eskarovad MF subordinate institution Each non-eskarovad MF has all the e-qaeto interests of the subordinate institution (others under any non-eskarovad MF which has issued the Dematataraid Equity Interests) issued and outstanding august 3, 2007. Another registered owner of master franchise and an eskarovad MF subordinate agency has issued The Dematataraid Equity Interests as of August 3 that, 2007 has delivered eskarovad constitution documents to the Esskru agent for such Eskrawadd MF subordinate institution. The eskarovad constituent documents of each Eskrawadd MF subsidiary have issued dematerialized equity interests on the side of master franchise and issued to another registered owner of an eskrowad MF subordinate agency that Dematatarayade has issued the interests of the equity and established all the equity interests of August 3, 2007, every Eskrawadd MF subsidiary has issued the Dematataraid Equity interests. 6.12 Shareholders Contracts. There are no shareholders' contracts, voting trusts or other similar agreements for which the gainful owner has a party in terms of the shareholders' contract, inter-contractor agreement and the voting interests of any owner organization or master franchise other than the landlord security documents. 7. Some responsibilities of owner entities, master franchise and master franchise parties 7.1 basic documents. Without the permission of 7.1.1 and otherwise permitted by this agreement, the beneficial owner, any owner's institution, master franchise or any subsidiary of the Eskarovad MF shall amend the documents of its Constitution in a manner that involution of any agreement, it is included in the agreement or any relevant agreement, or it shall be with the consent of McDonald/ Without McDonald's interests would be negatively material. 7.1.2 The gainful owner has sent an implementation agreement of McDonald's in the form of 5 (shareholders contract). The gaining owner agrees to enter into any shareholders' agreement, voting trust or other similar agreement with regard to the voting interests of any owner's organization or master franchise other than the shareholders' agreement, the inter-cedor agreement and the landlord security documents. The beneficial owner will not consent to 21, or enter into any amendment, modify the waiver or shareholders' agreement that Or the result of any breach of any commitment that may result in, this agreement or any relevant agreement, or that will be negatively material to McDonald's interests, unless mcdonald's 10 days written notice is less than, in agreement with his text, and will have consent with him. 7.1.3 The gainful owner has delivered McDonald's credit agreement, including the initial letter of credit and all relevant financing or security documents which are considered transactions by any owner's organization or master franchise party to support financial assistance or credit letter (financing agreement). The gaining owner, any owner institution or any master franchise party will be allowed to make collateral terms, exemptions or amendments to any financial agreement, unless McDonald receives the first written notices of such an amendment, and will receive consent at the same time. However, provided such material sits on modified, discounted or modified tender collateral, such consent shall not be compensated by McDonald, or (b) any collateral secured by the indebtedness (whether it is a refinance indebtedness under financial contracts and otherwise) unless McDonald has received the first written notices of such a sahar, such as Any provisions of such agreements relating to collateral will be given consent in the agreement of the Indebtedness Of Awadankong, it is understood that (i) for such consent One condition will need any treatment practice in respect of a collateral-related lens. And (ii) if such indebtedness is fully secured by any of the borrower collateralas, such consent will not be compensated by McDonald/ 7.2 No other business or financial assistance loan; Without the advance consent of The Separatanesis McDonald, such consent cannot be compensated: 7.2.1 No owner entity or a master franchise party, directly or indirectly, enter any business other than any other QSR business or master franchise business, whether or not related to the master franchise business. 7.2.2 No owner's institution shall give any financial loan or engage in any business without master franchise other than holding the property interests of another owner's organization or considering the indebtedness by any re-funding. 7.2.3 Any owner entity: (a) Such an owner shall be bankruptruptcy or bankruptcy. 22 (b) Consent to the Institute of Bankruptcy or Bankruptcy Proceedings against such owner institution; (c) A reorganization or relief file to seek, or consent to, a request in connection with such an owner's institution under any applicable law. (d) a substantial portion of such owner's institution or property for appointment of a resource, a landlord, a trustee, a contractor (or any other similar government); (e) assign any such owner to the benefit of the borrowers of such an owner; (f) failure of such owner to pay his debts due to such debt. I accept writing. Or (g) take action about one of the support. 7.2.4 Maintain ing books, records and bank accounts to each institution; (b) keep itself as a separate legal entity; and (c) strictly follow with all organizational administrators to maintain its separate existence. 7.3 Senior Management. 7.3.1 recognise stake dispersal and agree that intellectual property has significant value for McDonald's, its affiliate, master franchise business and system. 7.3.2 To protect the value of property wisdom, McDonald's will be entitled to approve the appointment of (a) Chief Executive Officer (or similar position) who is the overall responsibility for the business of the master franchise in the areas (Chief Executive Officer); and (b) chief operating officer (or similar position) who has overall responsibility for the administration of operations of master franchise business in areas (Chief Operating Officer), each of whom will be nominated by master franchise. The initial chief executive officer and the initial chief operating officer are specific at the 6th exhibition. 7.3.3 event master franchise wishes to appoint a new Chief Executive Officer or Chief Operating Officer, in association with information in support of Master Franchise, a resolution detailing its ability and experience and other such information, including a mac detailing its ability and experience and other such information as such Donald would be entitled to approve such candidates (such approval will not be compensated) and will notify the franchise with 23 of his decision-in-30 business days of his collection as a candidate within the submission of master franchise. The candidate will also be available for mcdonald's interview at his offices in Okbrook, Illinois. During the apprenticeship of the master franchise an interim chief executive officer or chief operating officer can appoint successor candidates to review, but in some way six months from the dismissal of the forecourt officer for a period. If, at the end of a six-month period, master franchise and McDonald will fail to agree on a successor officer, McDonald will have the right to nominate him in his sole view that a further candidate and McDonald's approval information will be agreed to maintain the applicable office, and the master franchise will agree to take such action So be appointed. All salary, benefits and motivation (including transfer costs for the person and his immediate family) will be for the sole account of the master franchise. 7.3.4 Master Franchise chief executive officer and chief operating officer due to each of the areas to dedicated their full time and best efforts to master franchise business operations and to the system and linked with franchised restaurants and intellectual property and to promote fame and reputation. 7.4 Managing director. Master Franchise will appoint and maintain any group of every area or territory, in terms of a managing director (or similar officer) in which the master franchise is overall responsible for the business process (each managing director). Every managing director will be a permanent resident of one of the areas for which he is responsible. Master Franchise causes every management director to dedicated its full time and best efforts to the operation of master franchise business in applicable areas and to cooperate with its counterparts in other areas appropriately to promote goodwill and fame and connected with systems and franchised restaurants and intellectual property. 7.5 some actions with respect to franchised restaurants. Master Franchise at its sole cost: (a) in connection with any new master franchise restaurant, either (in) entering into a new franchise agreement in connection with such master franchise restaurants; Or (ii) exhibits the master franchise between the 2master franchise agreement and the institutions under the MF applicable in the area in which such new master franchise restaurants have been opened to provide such opening documents and a copy. In which master franchise restaurants were opened and 2 related amendments to offer (or should be located); (b) to act with each franchised restaurant system and not to engage in activities that may conflict with it, or otherwise, be harmful to the system. 24 (c) Ensure that every franchised restaurant is under the customer service program that is met or greater than the applicable standard; (d) meet or greater the applicable standards of compliance by each franchised restaurant with QSC standards using a system to measure with continuous monitoring and appropriate frequency. (e) to identify all confidential information such as this and to adopt and apply confidential information from franchisees and employees of franchisees and employees, adopt and apply procedures to control the panotropathian and collection, and to prevent each franchisee and/or its employees from To spread such confidential information. Master Franchisees will immediately inform McDonald that any confidential information is lost, stolen, or missing for him or for his subordinates or franchise. Master Franchise will be advised to restore such confidential information as being taken by Master Franchise and/or such franchise and will take such steps as McDonald's. 7.6 Sings sings out. Master will not franchise, and will not allow its subordinates or franchise, close any franchised restaurants according to an approved closure. 7.7 Related Party Transactions. Except as explicitly permitted by this agreement, Master will not franchise, and will not allow any transactiondirectly or indirectly (including any purchase, sale, lease or exchange of any property or service of any service) otherwise based on an arm's length. Compliance with law 7.8: Notice and 7.8.1 beneficial owner, every owner's institution and master will franchise, and master franchise will cause each of its subsidiaries, will comply with applicable law. 7.8.2 The gainful owner, every owner's organization and master franchise will immediately provide mcdonald's copy of any notice received by any master franchise party, any owner's organization or any related party of any of the contracts, master franchise business, any franchise, director of any management, any franchise drawn restaurant or any related agreement. 7.9 Litres of Credit and Prepaid Amount. Under Section 7.9.1, 7.9.4, as security for the performance of master franchise and the responsibilities of its subordinateintentities, get master franchise at its sole cost, provide to McDonald's and regularly one or more of the credit issued in favour of McDonald by a bank able with a sum of money The \$80,000,000 for retention in the \$80,000,000 for maintaining the \$85 drawing syllable seions and otherwise on terms and conditions (including any relevant payment or similar contract terms and conditions between any LC bank and a master franchise party) acceptable to McDonald (from time to time, as canonical, letters of credit). McDonald, in its sole view and in the sole expenses of master franchise, should be verified by any bank able to the United States due to credit letters. Master franchise, in its sole expenses, will be effective as the end of the credit's foregoing letter, before the end date of such letter of credit to be canonical by a viable 60 bank due to any letter of credit. Provide supphera to each letter of credit that they will not expire before the date that is 30 business days after effective elimination, unless already expired by the recipient, the account party with the consent of the recipient or His statement was over. 7.9.2 Parties agree that in some cases, the beneficial owners, any owner's institutions, master franchisees or MF subsidiaries may cause immediate and considerable damage to the immediate and substantial damage to the interests of its affiliates in this agreement. For such damages, for such losses, parties have agreed that it will be entitled, but not bound, as letters of credit (or any of them in full or part) and on the presence of the following events (each, one lc treger event) on their side (each amount, payable of one LC) To draw: (a) any amount required to be paid by when, by the time, master franchise or any MFA subsidiary is due to such payment within 10 days under this agreement (as per the term of any other grace, according to the reason), in which Event McDonald is subject to the letters of credit equal to such disinterest payment amount A sum of money will be the right to attract, and any transfer of interest in any limited real estate created in violation of section 7.14.3 provided in section 24.2.3, which will have the right to attract a sum of money under the letters of credit equal to the cost of purchase of Event McDonald (whether in cash or property) such a transfer series I have been assessed by McDonald for such limited real estate as in exercise of its due decision; (c) to comply with any final award to the beneficial owner, any owner, master franchisee or subsidiary of an MFS in terms of section 25.2 as per its terms, in which event is of credit equal to McDonald's The total amount under the letters shall be the right to attract, if a financial award; or (ii) all letters of credit, if the total amount available under a non-financial award; 26 (d) by any owner benefiting from any action, planning or management, any owner institution, master franchisee or subsidiary of any MF established the operation of arbitreal under section 25.2 or any such section or any action taken or taken with any approach to delay their relevant participation under the Carcomontatng or the tehreonder or same recourse to such section or any part thereof, in which events shall be entitled to attract the total amount available under all letters of McDonald's Credit; (e) After effective dismissal during the period and received from the failure of mac on or before the DATE of the LC term expires, as security for performance by each owner institution, beneficial owner and every master franchise Such effectively amounts to the amount available for drawing under the credit letter on the third full business day of such a payment, an ongoing perfect first priority privilege, evidence from documents that are satisfactory in the form of McDonald's in its appropriate decision, for the right, title and interest of the master franchise and in secure limited real estate In which the event will be the right to collect a sum of money according to McDonald's, which is equal to the overall estimated value of the reserved limited real state with which McDonald does not have a consistent first priority perfect security interest as such date, as in the most recent assessment, as in section 16.3.4, however, that McDonald's limited such safe Shall not be entitled to enforce its rights as a secure party in connection with real estate, and only to the extent that any owner's institution, gainful owner or any master franchise party will fail to fulfill any such obligation and whenever it is for the same reason; and (f) failure by master franchise (i) to cause any letter of credit to be a canonical by any advance amount is required, the refero is more than 60 days before the stated end date of such a letter, or (ii) to restore the total amount available under all letters of credit (at any time during the period of prepaid amount), \$80,000,000; and (b) at any time during the period of advance amount, \$65,000,000, less than 000 (or, if the prepaid amount is less than \$15,000,000, such a maximum amount is available under such advance amount and credit letters of \$80,000,000 Equal to any such letter of credit within 30 days, in which the event is for mcdonald's all letters to attract the total amount available under all letters 7.9.3 verified applicable to THE LCD bank that any of the above drawing events have occurred that 27 such letters have been subject to the privilege of McDonald's to attract As evidence applicable will be final and bound on THE LCD bank. No warning will be made by McDonald under any letter (a) shall constitute an entry by McDonald due to any material violation or any other right or treatment exemption, which McDonald may be entitled to under this agreement or applicable law, or (b) in any regard that may need McDonald's rights It takes every master franchise party to follow its relevant responsibilities on any end of this agreement under sections 23.2 and 23.3 (one other than any payment obligations On any letter of credit). Until November 9, 7.9.4, 2013 (prepaid amount period), master franchise will not be bound to achieve, provide to McDonald's and \$80,000,000 of Tehreonder Drawing To maintain the letters of credit with a total amount available for, provided that master will receive franchise (a), provide mcdonald and retain the credit letters with \$65,000,000 and (b) to collect and retain McDonald's with \$15,000,000 in respect of master franchise obligations under mFA, as such liability may be due to the amount payable under mFA and such amount (as such it may be less than time after an LCD payable request The transfer of funds received for advance amount (a), the amount of prepaid will be created by wire transfer on such account in connection with mac franchise writing. (b) Master franchisees agree that there is no right or privilege of any amount of advance or income thereof. (ii) McDonald has no duty (and to avoid doubt, master franchise admits that the prepaid amount from his other funds and security shall not be held separately or otherwise for the benefit of such prepaid amount or any other person for the account; and (iii) invest mcdonald's money if and to the extent appropriate and As understandable in funds or securities can determine in its sole. (c) In the event of an LCD tremter event during the period of advance amount, the relevant LCD payable will be satisfied, firstly, the extent of prepaid amount and, secondly, the AMOUNT fixed above THE LCD payable is not fully paid after request, letter of credit, such LCD payable is fully paid (d) any application of McDonald's amount Within five business days, Master will notify the franchise, and the master will pay such an additional amount to the franchise that such amount may need to be offered for \$15,000,000. Starting on November 28, 2008 and continuing till the end of the prepaid amount period, interest on balance se time of prepaid amount will be payable, in the past, on the 10th day of every November, February, May and August of every year, under adjustment as per the convention of the following business day (such a date being said as an interest payment date And for whom interest is payable on an interest payment date (due for a period of time, and in addition, the date of payment of interest immediately, but except, the date of payment of the next successful interest) is also being said as the period of payment of interest, in addition to the first interest payment The period will be from, and including, from November 10, 2008, but except, the first interest payment date, and the period of payment of the last interest, and including, the date of payment of interest immediately before the end of the period of the prepaid amount, but also, November 9, 2013, under the adjusting as per the convention of the following business day) (i) The average daily balance of an amount equal to the product of the term of interest payment; (ii) multiplied by applicable ROI. McDonald's determine scint able interest according to this section will be correct and bound in the absence of a final error. According to interest, every interest payment date in a same day within ten business days will be paid in an account designated by the Master Franchise at McDonald's for such purpose. (f) McDonald's refund will be made to franchise the number except prepaid money (or its related portion) but except the date of refund on them, either (i) the end of the advance amount period and a letter in a sum of money is equal to the advance amount from the receipt from the credit. Or (ii) written notice for collection by McDonald's and more than one additional letters by 30 business days, an increase by the master franchise of the total amount available for drawing under letters of credit. 7.10 Counselor Services. In McDonald's application, Master Franchisee s/ needs approvals to allow McDonald's personnel or consultants to provide any visa, work permit or services, inspection or audit in any area. 7.11 Insurance. 7.11.1 During the term applicable to any area, Master will obtain franchise and its sole cost (a) of continuous lying is required by any site contract, franchise agreement or other contract or management related to the business of the master franchise in such an area. (b) Insurance policies provide the following coverage in terms of every master franchise party in such an area that is classified at least one VIII or equal, in the most recent edition of the Best of Insurance Guide: (i) Provision of coverage for commercial general responsibility coverage 29, personal injury responsibility, advertising responsibility, contract responsibility, american eventual coverage, Coverage of terrorism and product responsibility; (ii) professional advertising mistakes and forgetful responsibility insurance coverage; (iii) responsibility of insurance on behalf of workers and legal limitations of employees Insurance Compensation; (iv) Comprehensive Automobile Liability Coverage for insurance ownership, not ownership, employment and maintenance of rental vehicles and physical injury and loss of third party property including More liability than these policies, including insurance as stated in clauses (B) (i) (ii) and (iv); (vi) coverage of all risk property insurance, including earthquakes, floods, repeated or damages resulting from terrorism. (vii) Business Barrier Insurance; (viii) Unemployment Compensation Insurance Coverage; (ix) Cyber Liability Insurance; and (x) Coverage of Crime. 7.11.2 Master Franchise This agreement will be listed as a specially-insured agreement (or any comparable term used in such policy) and coverage is provided with a tehreonder and is not available to any other insurance or affiliates thereof, and (b) to provide coverage for McDonald's such policy, as an insoradas designated under each of the specific policies in section 7.11.1 as its affiliates and their relevant stockholders, directors, officers, employees. No such policy would exclude protection from any claim stake named on the basis of an insoradas from the parties. The policy will be specifically supported to provide that Cowargas will become basic and that any other insurance has been made by a designated insure, with McDonald's, additional and unreliable tests. Coverage limits of 7.11.3 will cover such risks under specific insurance policies in section 7.11.1 and will be provided in less than those specified in their exposure 7; Provided, however, when direct master franchise sits at any time to obtain different or additional insurance coverage limits (including as a result of inflation, identifynew risks, changes in applicable law or liability standards, changes in legal awards or other circumstances according to its sole obligation). The policy will not exceed \$500,000 unless the advance approval of the people. All such insurance policies will provide that coverage will not be cancelled to Taharioner, unrenewed or without material notice less than 30 days before McDonald's. Master Franchise will provide McDonald's on his request with an electronic picture of any insurance policies necessary. 7.12 Required technology and related equipment. Permitted by applicable law to the full extent 7.12.1, McDonald has the right to define technology and related goods to be used by master franchise and its franchise in the operation of franchised restaurants, including all software, hardware and similar items. Master Franchise and its franchise will not use any technology, software, hardware or equipment in such operations that have not been approved by McDonald's. Permitted by 30 applicable law to the full extent 7.12.2, McDonald's can apply its quality from time to time on technology and related devices, and master franchise master will shop for any new or revised use in franchise restaurants. Software, hardware, equipment or other similar items required to act with such revised standards. In connection with applicable reinvestment planning, McDonald's and Master Franchise will help determine a schedule for implementation among any new or modified technology, software, hardware or other items franchised restaurants specified in this section that mcdonald's restaurants about the United States For McDonald's planning and reinvestment plans such as the age and productivity of existing items, relatives of such franchised restaurants and other such factors are suitable for promoting and enhancing the operation of systems and franchised restaurants such as aggregate sales. 7.12.3 McDonald and its affiliates have developed owned software, technology and/or equipment, including the New Latin American Data Warehouse, owned by McDonald's or its affiliates. Some of such advanced owned software, technology

and/or equipment will be licensed to master franchise parties for its use. The Master Franchise will provide, provide and implement any license suo-fier parties relating to or other contracts that may, at the same time, need any affiliation in this regard and any relevant fees and expenses will be paid immediately and when they are due and payable. 7.13 Financial Budget Master Franchisees will follow the following financial draw at all times during regular period. 7.13.1 Master Franchise will maintain the coverage ratio of the same charge as 1.25. 7.13.2 Master Franchise (a) will maintain a leverage ratio not more than (a) 5.5, from August 3, 2007 to August 2, 2009; (b) 5.25, August 3, 2009 to August 2, 2010; (c) 5.0, August 3, 2010 to August 2, 2011; (D) 4.75 August 3, 2011 to August 2, 2012; and (e) 4.5. 7.14 Real Estate. Section 7.14.1.7.14.4. Master Franchise, Owner, Directly or Indirectly, Fees Easy Interest (or Local Equivalent), or Lease (or Local Equivalent) from the owner of such interest directly or indirectly, all real property on which any franchised restaurant is located. 7.14.2 If master franchise section 22.3.1 (b) expires in accordance with the result of the exclusive exploitation of master franchise rights in any area, McDonald will have the right to develop real estate within any area for use by the master franchise, its franchise or any other person and chargemaster franchise. As its franchise or any other person, the case may be, such as the real fees with respect for the use of the 31 estate that are set in accordance with McDonald's policies in the influence of time to time and that the account take into local market conditions. 7.14.3 plus sections 7.9 (e) and 7.20 allowed by, Master Franchise Otherwise, any advance approval of any transfer to any limited real estate without its right, title or interest, which consent may prevent in its sole consent. 7.14.4 Master Franchise is regularly managed by the number of restaurants owned by (except satellites) owned by no more than 50% (except satellites), or by the franchise which are not master franchise parties during (a) time. (b) The number of franchised restaurants in any area is more than 50% (except artificially) to be located on real estate which are not to franchise parties that are held by the franchise. And (c) More than 10% of the number of franchised restaurants (except satellites) being located on real estate in all such areas, is held by lease or franchisee not master franchise parties. 7.15 Counter-Terrorism; Anti-corruption. 7.15.1 Master will implement franchise, and with its subordinates, include anti-money laundering policies and procedures that may need information applicable to your customer verification programs and other such provisions. 7.15.2 Master will apply procedures for verifying franchise, and confirm that (one) any person from the master franchise who is at any time a legal or beneficial owner of any of the security interests in the master franchise or any landlord or any landlord identified or identified under the agreement of a site which indicates; and (b) the master franchise or any of the property or interests of its subordinates is not bound to be blocked under anti-terrorism laws. 7.15.3 Master Franchise will provide every year on January 1 st for the impact of an annual certification that is set together with its parts and requirements set at 7.15.2. (d) Notify five business days within McDonald's on the information of any violation of such requirements that any person identified on any terrorist list as per their status depends on any list or blocked under any anti-terrorism laws, including event master franchise, and the cause of parties concerned therewith will become, and the officer resolution of such matters, the expertise of any such affected master franchise business and to cooperate with any dialogue or actions required by any applicable government authority. 7.15.4 As per applicable law in each area and the United States, any master franchise party or its affiliates, principals, partners, officers, directors, managers, 32 employees, agents or any other person will be offered to work on their own, pay, or any value of money Acting in a government capacity by any officer or employee, or any person, the official authority of any area or any political party or its official or any such person or it is known that all or part of such amount or value will be offered, for any government, or For the purpose of affecting any action or decision in the official capacity, directly or indirectly (b) to pro-propaganda or to give up such official propaganda to any Act in violation of its or its lawful liability. Or (c) include such officials to use such powers to influence such a law or its influence with such a person with any government authority or for any party or any of their related parties, or to obtain direct business or its influence with it. The master franchise party will do, and its FM will cause the subordinates and franchisees to have every franchised restaurant that accepts any cash payment (including credit and/or debit card), followed by the existing PCI (payment card industry) standard or any alternative. Any costs associated with auditing or to get compliance with these standards will be generated by Master Franchise. The master will franchise, and will cause the entities and franchisees under its FM, provide and provide, with evidence of such compliance at mcdonald's request, regarding any audit, scanning results or related documents related to such compliance. Master franchise is used in any franchised restaurant and will be notified by any third party of a possible security breach related to the cashin system (or related cashation figures). 7.17 Charity Activities McDonald and his subordinates have sponsored and promotional charity activities in areas including Ronald McDonald Houses, Ronald McDonald Room Hospitals and other care facilities and Ronald McDonald Care Mobile. The Master Franchise will meet any obligation under the current censorship under August 3, 2007 and then take appropriate account of other Ronald McDonald charitable activities and the opportunities of the censor and commercially appropriately support them in light of the performance of the master franchise business. Provided, however, any material to the franchise in any event will be turned off support for Ronald McDonald's charity activities which are being supported by McDonald and his subordinates in the areas as well as discuss ing the decision with the Unrelated Committee on August 3, 2007. 7.18 Eskrowd shares; Trust contracts; Arrangements for the covenant. Subject to Section 7.18.1 section 21, each owner's organization, master franchise and another registered owner (a) of any escrowed MF subordinate agency shall immediately provide, or, being a deliverer, the Escrow agent shall provide any confirmation The interests of master franchise and subsidiary of each Eskrowd MF have been issued after August 3, 2007 in alliance with any applicable local stock strength and/or applicable local voting power; and (B) A contract and other documents such as implementation and applicable mfa documents are required by the document and otherwise contain sagaricus such as may be satisfactory to McDonald. Section 21 33 7.18.2 will fully support the master franchise and another registered owner of any non-escrowed MM subordinate institution, and shall immediately provide, or be dispersion, any confirmation of any of the applicable trustee's interests of the e-qaqaity issued by 2007 to the persons under each non-escrowed MF, as per the terms of the trust agreements. 7.18.3 Section 21, owner, master franchise and another registered owner of any escrowed MF subordinate institution solved issues of Dematateralaaid's security interests after August 3rd 2007 (a) immediately with the Escrow agent with documents under such escrowed MF, with any applicable local stock power and/or applicable local voting power. And (b) a commitment to the agreement may be in practice and appropriately satisfactory to McDonald as the extent required by the applicable MFA document and otherwise contains such conditions. 7.18.4 Section 21, Master Franchise and any other registered owner of any non-escrowed MF subordinate institution issued by any person after August 3 The will cause the assignment of interests. 2007 may be approved by the applicable trustee, and such dematerialised will register the applicable trustee as the owner of the property interests. 7.18.5 Applicable law, owner, master franchise and any other registered owner of any escrowed MF subordinate agency shall use the permitted extent of non-commercial due efforts which will cause any escrowed MF subordinate agency to issue its own interests in the form of verified security interests. 7.18.6 If a person is considered to be subordinate to such section 21.2.2 and such person according to mfa, then not organized in Mexico or Costa Rica, then such owner is, as a condition, for example, for migration (a) If the person's property interests are verifiable equity interests, the Escrow agent is thus and (b) if the person's security interests are the dematerialised equity interests, provide the documents of eskarovad's constitution to the Eskrow agent. If a person agrees to be considered sub-subordinate to such section 21.2.2 and such person according to an MF, then the owner of such person, as a condition for migration, for example, (x) such person's security interests are confirmed property interests. The trustee, and the applicable trustee shall be registered as the owner of such certified property interests, in accordance with the terms of the applicable trust agreement; and (y) the property interests of the person are the Dematerialised Eq, and to register applicable trustee such as the owner of the Dematerialised Eq interests, in accordance with the terms of the applicable trust agreement. 7.19 Compliance Certificate; Notice. 34 7.19.1 Master Franchise will provide for 45 days of McDonald's after a certificate from its Chief Executive Officer and its Chief Operating Officer, after its investigation. Sanagares knows of any content violation, or may constitute any event breach of a material at the end of notice or time (or both) if it is any such if you know about the content violation or incident, the certificate will provide an explanation, including its status. 7.19.2 Master Franchise will provide McDonald's within 90 days after the end of each financial quarter, and within 120 days after the end of each financial year, a certificate from its Chief Executive Officer and its Chief Financial Officer appears in compliance with the appropriate detail at the end of such quarter in section 7.13. 7.19.3 To immediately gain knowledge of a material violation or any event on any officer of master franchise who shall constitute a content violation with a notice or time period (or both), Master will notice mcdonald from this to franchisee and appropriately 7.20 LCD collateral for such material to be violated or assessed by the event Pool. 7.20.1 As an owner institution, gainful owner and performance of the responsibilities of each master franchise party, the reform effective after the end, Master Franchise has taken all steps necessary to give an ongoing perfect first priority privilege to its right, title and interest, and in secure limited real estate (LC collateral pool). Provided, however, it is that THE LCD Collateral Pool will save such obligations to effectively effect the amount available for drawing under credit lines on the third full business day before effectively elimination. Thus all documents relating to the privilege or THE LCD collateral pool will be in the form and in its appropriate decision the mcdonald's acceptable capacity. The parties acknowledge that (a) shall provide such documents for Forklesor by court sale or other similar process under applicable law in which collateral is sold on an arm's length basis and such sales income is first paid for. And (b) no such documents will provide strict Or other similar processes under applicable law in which a lienholder immediately obtains the title to collateral after a default by loan (or after the end of any required treatment period). 7.20.2 Master Franchise will take all such actions as may be necessary or desirable, as directed by McDonald's, the first priority of the privilege to maintain perfect status until every owner's institution, gainful owner and every master franchise party satisfies its relevant responsibilities, with any post under section 23 Any arbitral award or other decision relating to dismissal responsibilities or matters is paid adhering to this agreement; Provided, however, if there is no arbitration under section 25.2, there is a postponement against any of the above persons against its second anniversary. 8. Beneficial owner and owner responsibilities. 8.1 responsibilities of the owner. All the interests of the owner, whether in any franchised restaurant or any other Mac related business in these areas will be held by the owner through master franchise. Master franchise owners, directly or indirectly, will not enter into any partnership, joint venture or similar arrangement except mcdonald's advance consent of 100% of the interests of each of its subordinate entities (except for any of the existing director's qualifying shares and joint projects on August 3, 2007). 8.2 Beneficial owner responsibilities. The gaining owner is not directly reduced at all times during the regular period of 40% of the overall economic interests and 51% of the parent's overall voting interests and is not non-horizontally low of 40% of the overall economic interests and 51% of the franchise's overall vote interests. However, its beneficial owner will not be deemed to be in violation of this section if the economic interests of the beneficial owner in the parent (and as a result of master franchise) in the case of an IPO are slim to less than 40%. Despite the above, if the beneficial owner, after giving an IPO effect, maintaining less than 30% of the overall economic interests of the parent, the beneficial owner must be able to sub-saith a large number of additional economic interests of the parent in such an IPO, after such i.p.p. effect, the overall economic interests of the beneficial owner parent Despite anything contrary, and regardless of any IPOs or subsequent equati assonas, gainful owners retain direct ownership of no less than 51% of the parent's overall voting interests at all times and maintain un-recitue less than 51% of the overall voting interests of the master franchise. 9. Supplier 9.1 Limited Supplier Term; Suppliers During the applicable limited supplier period, the applicable law is to the full extent 9.1.1, master franchise and every franchised restaurant (a) and especially of these vendors and distributors Use products and services that are provided in August 3, 2007 as per any limited products (existing suppliers); and (b) all relevant protocols or other requirements of each applicable existing supplier Unless otherwise mutually agreed in writing between master franchise and such existing supplier; provided, however, if master franchise or any franchisee is any present Unable to obtain products or services from supplier sias) (I) Master Franchisee or thus franchisee is unable to obtain sufficient quantity of products or services from existing suppliers at competitive prices; or (ii) The quality of products or services provided by such existing provider showed below the applicable QSC standard or other applicable standards and any other existing supplier in the area is able to provide such products or services and is required to a extent, then Master Franchise May (i) Request that one or more other vendors should immediately be promptly approved by McDonald's or provide such products or services. If, during such a limited supplier period, a new product is introduced or an innovation in existing products is, in any case, a limited product. The Master Franchisee may request that a vendor of such products identified by McDonald's approve 8 (supplier standard) or any other 9.1.2 applicable limited supplier recommended by McDonald's after the end of the period, Master Franchise and any franchised restaurants will have the right to use and obtain from vendors who are current suppliers (a new supplier and in close close with existing suppliers, approved suppliers) limited products; each vendor (A) that is provided meet the supplier's standard. And (b) is approved by McDonald. Master Franchise will identify and approve each new supplier at its sole cost and before and any seller sfacing it in connection with its approval will be paid for any expenses. 9.2 Other products and services. If there is no product or service limited product, master franchise and any franchised restaurants can obtain and use such products from any vendor or distributors and thus as such in accordance with the product or service standard. 9.3 Global Suppliers. If McDonald or any other provider or other vendor with any product or services (a global supplier) entered into a global supply arrangement, it will notify master franchise and if master franchise requests, Master franchise will provide. Information about managing global supply, including contact information. Upon the request of the authority and master franchise, McDonald's will cooperate in facilitate an agreement between Master Franchise and such global suppliers; provided, however, such collaboration suo-mail such products and services for a period of time to achieve and use a commitment (a) by the master franchise or any applicable franchisee Not less than years and will be included in all franchised restaurants in particular; (b) compliance by master franchise parties or such franchises with all relevant protocols or other requirements of such global suppliers; and (c) compliance with master franchise parties with all the terms and conditions of this agreement. 9.4 As approved supplier or distributors as master franchise party. If master franchise or any related parties are also an approved supplier or distributors, it will provide products and services for franchised restaurants run by unconnected franchisees in any area on pricing and other economic terms (including discounts) that are less favourable than such for master franchise restaurants in such an area. 9.5 McDonald's rights to include or end the approved supplier. If McDonald's determines that any product or service offered by any approved provider is not in accordance with applicable standards, McDonald's will have the right to end such approved suppliers in connection with such products or service. In this event, Master will franchise, and cause its subordinates and (to the extent authorized by the relevant franchise agreement), as immediately as the reasonable number 37 conducts business with an applicable vendor or distributors and will withdraw all non-compliance products held in mac. McDonald's may be designated as an approved supplier in connection with such products or services as any other vendor of the distributors. 10. McDonald's General Services Communications 10.1; The Additional Services. McDonald's Franchise Master Franchise business and franchised restaurants and, on the written request of Master Franchise, which will advise and advise to contact master at other appropriate times during normal business hours in the applicable area. McDonald's franchise shows that restaurant management, food preparation and service areas have expertise, new development, techniques and improvement work that is related to the operation of McDonald's restaurants. This communication form will be in its sole voice, in the circumstances, and with other means, made by McDonald's employees, including print and filmed reports, seminars and/or newsletter mailing or electronic communications, including email. McDonald or a its affiliates will also be available for master franchisees, as in its sole voice set by McDonald's, related to such additional services, facilities, rights and stability as well as the operation of McDonald's restaurants that are generally available from the time of its franchise. 10.2 Operations Booklet. The operations booklet includes standards for systems and other information that apply to the master franchise and its franchise obligations under the agreement, and McDonald may extend or depend on the operation's premises without any notice to any other party at any time. Master will act with the scripture of franchise operation, such as modified or supplemented. The master can translate the booklet or applicable part of the franchise operation into the local language of each area at its sole cost, and McDonald will own all rights in each translation, followed by copyright. If there is any operation booklet or any part of it available to McDonald's, McDonald's master will use his proper efforts to provide access to the franchise and its franchise. In the case of any dispute as the contents of the operation or any of its clauses or substance or interpretation, the terms of master copy of the operations clause (version of english language) maintained by the business will be controlled at its core place. 10.3 The Relations Committee will set up a committee consisting of two jobs from each party, nominated and appointed by such a party, whose principal responsibilities are included in the business functions of the agreement (Relationship Committee), master franchise business and to discuss issues related to management and operation of franchised restaurants, address specific operational issues, recommendations. They provide advice and support, discuss it and agree on a business plan, seek approvals and otherwise all parties and their rights to their related responsibilities, and facilitate the performance of the company. Among the issues addressed by the Relations Committee will be any suggestions by master franchise sto by adopting the system is for 38 local customs, taste and preferences in areas. In addition, McDonald's Franchise will provide master-by-master with appropriate access to McDonald's appropriate technology and system personnel for the purposes of current and proposed technology implementation and discussion of operational issues, and otherwise provide a reasonable level of support to master franchise parties with the respect of software and technology for use in connection with master franchise business or franchised restaurants. Across The regular term, relationship committee will be met by the person by telephone or at such a reasonable interval as agreed by parties, and is agreed by other such time and parties as well. McDonald and Master Franchise will be responsible for each of their own expenses and expenses, including any travel expenses, in relation to the Relationship Committee. 11. In some issues related to the franchise 11.1 new franchise; Migration. 11.1.1 Enter or renew a franchise agreement with Master Franchise, or transfer the franchise agreement to any person, that (a) such person is an existing franchise or person (including, in the case of any renewal of a franchise agreement, applicable franchise) is already approved by Master Franchise (with each other with a new franchise and existing franchise 9 (franchise approval process) exhibiting the elements approved by the franchise; (b) in the case of any existing franchise, each such franchise is in compliance with the existing franchise agreements; And (c) registration in such a franchise agreement is not at conflict with the applicable business plan. 11.1.2 Immediately after the earlier approval of a franchise, Master will provide the franchise with the following McDonald's: (a) Franchise and full legal names of each person there is no direct or non-redirect equat interest in such franchise; (b) an electronic picture of the relevant franchise agreement; And (c) other such information may apply from time to time as McDonald's. 11.2 Franchise Contracts. 11.2.1 The term of any franchise agreement will be greater than the term applicable in the area in which such a franchise agreement is implemented, or so extended for more than 10 years. 11.2.2 In any form entering into terms of any kind including amendments or renewals, including a new franchise (each in addition to a new franchise agreement and existing franchise agreement, franchise agreements) and in each case, I have been marked with *. 11.2.3 If Master franchise or any franchise attempts to amend any existing franchise agreement (x) (which is related to a franchised restaurant that is not a master franchise restaurant, master franchisees will use its best efforts to show the terms of the steracepad described in 39 forms of the new franchise agreement, or (y) that's a master franchise restaurant that's related to a franchised restaurant So, the master franchise will not amend the existing franchise agreement without McDonald's advance consent; or (b) renew any franchise agreement, then (x) Master Franchise will only impact such renewals by entering a new one Agreement with applicable franchise; and (y) will charge a royalty that is not lower than its rate so the continued franchise fee is for calculation purposes. 11.2.4 Master Franchise will enter into a franchise agreement with a franchise for a special franchised restaurant in just one specific area. Master Franchise will not enter into understanding of the rights of a franchise agreement or any other agreement or franchise, whether express or in-person, which will give it rights in the entire region or any region or subdivision, nor enter into the master franchise after its franchise has influenced the agreement, such a person shall enter into any area or subdivision. The only franchise will be from. 11.2.5 Master Franchise will provide any disclosure document or other information to each franchisee that is required to apply under applicable law in connection with a franchise agreement or otherwise register. No franchise agreement will be extended without the advance consent of 11.2.6. 11.3 Acts with respect to the franchise. Master franchise will cause every franchise agreement to be registered in time due to its sole cost: 11.3.1 due to any appropriate government authority and as required by applicable law. 11.3.2 Every franchise agreement must strictly comply with its terms and take all steps to ensure that each franchise system is in compliance. In addition to services under the 11.3.3 training program, each franchise and restaurant managers provide appropriate levels of support and to promote the operation of systems and franchised restaurants and reputation associated with unrelated and other intellectual property. 12. Training 12.1 training provided by McDonald. Each of the following employees of master franchise will be considered as an important employee (a) managing director; (b) Chief Executive Officer (c) Chief Operations Officer; (d) Chief Financial Officer (E) Director of Human Resources; (f) The Director Training; (G) The Chief of Development; (H) Head of Franchise; (i) Head of Marketing; And (J) another employee may be designated as a key 40 employee from time to time. Every important employee has to undergo training that is compared in all material matters provided to employees of McDonald's comparable positions, tenure and responsibilities. Such training will be provided and provided free of cost by McDonald or one of his affiliates at mcdonald's selection point; provided you have any significant employee to pay, pay, benefits or any travel and living expenses (including local transportation costs) as spent by an important employee. during Training. If and by limit the new training material for his employees for McDonald's production generally, McDonald's will make such material available for master franchise on written application. 12.2 Training provided by Master Franchise. Master Franchise will provide initial and ongoing training (including refresher training at reasonable intervals) for all master franchise personnel, its subordinates and franchised and franchised restaurants, in addition to key employees, which is in accordance with the Global Training Standards (Training Program). The master can charge fees to participate in the training program in the franchise, but any fee is from Brazil, on a pro-night basis, with the fee charged for students attending training seminars at The University of Hembarger. The training program will be conceived owned by McDonald's created for the job and will establish a copyright edit. 12.3 Some training facilities. According to the Hembarger University License Agreement, McDonald's, among other things, used licensed master franchise Shimbarger University to mark the subject of these terms and conditions. If Master Franchise selects to provide all or any component of the training program by any other dedicated organization, it advises McDonald and provides such information about such an institution as McDonald's request. Master franchisees will not be entitled to create or use any facility or to use the Hembarger University Mark (or any sign confusingly similar) in the name of such an institution, without McDonald's advance consent and for registration from a license agreement, the Hembarger University license agreement contains the same terms and conditions in terms of all the contents of the agreement. 13. Business Projects 13.1 Initial Business Projects. McDonald and Master Franchise have agreed to plan a restaurant opening plan and re-investment for the first three years of the applicable term; and (b) a strategic marketing plan in terms of each area for the first 18 months of the term applicable in such an area, with the copy of which are linked as Harito 11. To avoid doubt, the satellite cannot be counted as part of any restaurant holo required under the opening plan. February 3, 2008. Master will submit the franchise to review it and approve a proposed initial franchise plan, The franchise plan that will define that more than 50% of such franchise dispersal projects are owned by the number of franchised restaurants (excluding satellites), or otherwise follow with the restrictions set out section 7.14.4 Three years in such a franchise plan The duration will be, or such a short period as McDonald's approval. The master will implement the planning of each component according to the franchise Its terms; Provided, however, this master franchise can be proposed, subject to McDonald's advance written consent (such consent compensation 41 has not been stopped), amendments to the planning of any components to adopt changes in economic or political conditions. 13.2 Later business planning. At 13.2.1 or before the third anniversary of each third anniversary thereafter, McDonald and Master will agree on a later restaurant opening plan and re-investment plan after the franchise. Not more than six months until the end of the restaurant opening plan or re-investment plan, Master Franchise Ready and a proposed successor to McDonald's will offer the restaurant in the opening plan and re-investment plan. McDonald and Master Franchise will negotiate in good faith to finalize its terms, including its effective date. Each restaurant opening plan and reinvestment plan will be approved by McDonald's as a period of three calendar years or the second such period. After the 18th month anniversary of the term applicable on or before 13.2.2 and the 18th month anniversary each, McDonald and Master Franchise will agree to plan a later strategic marketing. Not more than six months until the end of strategic marketing planning, Master will develop the franchise and offer McDonald's proposed successor in strategic marketing planning. McDonald and Master Franchise will negotiate in good faith to finalize its terms, including its effective date. Each strategic marketing plan will have a term of eighteen months or the second such term that McDonald's can approve. 13.2.3 Master Franchise will submit McDonald's for this review and approve the proposed successor franchise plan, neither after six months before the end of the pre-franchise displan. Each franchise will have a three-year plan period, or no one will define any of the number of 50% franchised restaurants (except satellites) owned by no one from such second term as such franchise approval, operations or those that are not master franchise parties and otherwise follow with the restrictions set in section 7.14.4. 13.2.4 If McDonald and Master Franchise have failed to reach agreement with regard to the terms of the successor restaurant opening plan (a) before the end of the initial restaurant opening plan, such early restaurants During the three-year period beginning at the end of the opening plan, master franchise will open 210 franchised restaurants that are not satellite (base plans) or (b) immediately the first restaurant Before the opening plan ends any other restaurant opening plan, then a large number of franchised restaurants will open at the end of the previous restaurant opening plan during a three-year period, equivalent to master franchise products(i) Base Plan Index, from (ii) 110%. Any hole in franchised restaurants in more than the hacked hole of such a project will be collected against the number of franchised restaurants that master franchisees will need to open according to the previous sentence. 42 13.2.5 If McDonald and Master Franchisee failed to reach agreement with regard to the terms of any resulting investment plan before the end of the then applicable reinvestment plan, then the Master Franchise reinvested in the applicable area every year after the conclusion of such reform of such reinvestment plan The amount will be invested in the overall and US dollar terms, at least 20% more than the amount of paid reinvestment that was included in the previous re-investment plan. 13.2.6 Each subsequent component will be in planning and strategic marketing planning form and capacity as applicable initial component plan or strategic marketing plan, such as the case may be. Master franchisees will apply the planning and strategic marketing planning of all such components in accordance with their terms; provided, however, this master can offer the franchise, McDonald's advance written consent (such consent cannot be compensated), amendments to the planning or strategic marketing planning of any components to adopt changes in economic or political conditions. 14. Advertising, Marketing and Promotion Materials and Activities; Packaging 14.1 Strategic Marketing Planning. 14.1.1 Master Franchise will create, prepare, prepare, connect and apply a strategic marketing plan in terms of each area. 14.1.2 In each strategic marketing plan, The Obalagati Master Franchise will be able to master the overall costs to apply strategic marketing planning in the amount of total sale of all franchised restaurants in these areas (compulsory marketing commitment). However, such amount supplies will be under an existing franchise agreement for any franchised restaurant to such an extent the current franchise agreement needs less costs for such purposes. Master Franchise will be entitled to share in the expense consideration by planning strategic marketing, not less than 5% of the total sales of their affiliated franchise due to the franchise, but in the case of any existing franchise there is no event more than specific commitment in any existing franchise agreement. 14.1.3 Master Franchise will promote, create, produce, print, distribute, broadcast, and promote related advertising, promotional and marketing activities in a strategic marketing plan linked with planning. All content and related advertising, promotional and marketing activities (a) will be correct, correct lying and not misleading; (b) brand-enhancing and synchronization with Mac's Corporation's brand So, in any way, to reduce any goodwill or credibility associated with intellectual property, and (c) applicable law, standards and ethical advertising and according to the highest standards of marketing. To protect goodwill and integrity associated with intellectual property and McDonald's Corporation's brand image, McDonald's has the right to offer saved content and related advertising, promotional and marketing activities at 43. If McDonald fails to approve any approval within ten business days of such a receipt, such a deposit would be envisaged. Franchise may be directly with or under the master at any time to end the use of entities or franchisees, distribution, publishing, displaying and/or broadcasting of any content, any element or any relevant advertisements, marketing or promotional street set by the promoter Part of the planning of jack marketing, in its proper voice, has been determined by McDonald's to be inconsistent with the standard or otherwise follow McDonald's Corporation's brand image of 14.2 Global Marketing Activities. 14.2.1 Master franchiseeacknowledge and agrees that McDonald and his affiliates may enter into agreement, in which McDonald and his affiliates can set up programs to benefit the system set up by McDonald and its affiliates and fund activities that are started by such a coalition. Master Franchise Othorazas McDonald and his desginis agree to negotiate such agreements on his part and to provide the level of support of the promotional in line with such agreements and follow such agreements and such alliances and from time to time. Master Franchise will pay for an amount in terms of financial assistance of such a coalition 0.2% overall sale of all franchised restaurants in areas. This section will be gathered against the mandatory marketing commitment for participating areas in quantity. 14.2.2 Master recognizes franchise and agrees that McDonald and his affiliates may enter into agreement, which is set by McDonald and his affiliates in their voice, including various happy meal programs. Master franchise Othorazas McDonald and his Desginis. Master franchise and its subordinates agree to negotiate such agreements and provide the types and levels of promotional support in connection with such programs and such agreements as directed from McDonald's time. 14.2.3 Master Franchise acknowledges that, August 3, 2007, McDonald's or its affiliates can enter. In regard to future marketing programs, one or more areas agree to take place and to follow up with such agreements as Master Franchise, which McDonald may have informed master franchisees before August 3, 2007. 14.3 premium. Master Franchise will ensure that all premiums, including happy meal premiums, self-aggrandising premiums and premiums for profit, will not be able to process with applicable law and standards for distribution, sale or promotion in connection with franchised restaurants and thereby deal with any way or reduce the credibility attached to intellectual property. And a safety testing lab will be approved by and approved in 44, according to the schedule and frequency set by such safety testing lab, at the sole expense of master franchise. All premiums for global marketing activities cited in section 14.2 will also be subject to McDonald's advance approval. 14.4 Competitive Market Data. Master Franchise will participate in quarterly industry surveys or competitive market data manuals at its sole cost (such as fast track) and when directed by McDonald's to provide the sole costs of master franchise and the results of such surveys immediately as McDonald's. 15. Intellectual property rights of 15.1. Master franchise has the right to use intellectual property fully from this agreement. McDonald's own or all goodwill associated with intellectual property is entitled to be licensed. 15, including strict compliance with the conditions set out in this section, the unexclusive right to use McDonald's grant franchise, and to re-issue the re-issue of his franchise to use, as per the limitations set out in this agreement. Only 12 exhibits specifically in the development, ownership, operation, promotion and management of franchised restaurants in each area, and to engage in relevant advertising, promotional and marketing programs and activities. 15.2 Intellectual property standards. All use of intellectual property by the sblock mang and master franchise of development, ownership, operation, promotion, management and franchised restaurants and its franchise will meet or exceed applicable standards and will act with applicable law. The master will use franchise, appear and otherwise, and his franchise will be required to use, display intellectual property strictly in compatibility with the criteria and otherwise, with applicable trademarks, patents and/or copyright positions/marks (including any connotations desagtant mcdonald's owner its sole voice may, for time, and with any other explanations as Mac, offer from time to time to promote the goodwill offered by intellectual property and systems and also to protect its own business and interests in intellectual property and also to express it from time to time. Master franchise will and will modify any use of intellectual property that is not immediately directed by the end of its franchise or with applicable law or standards or otherwise at the sole expense of master franchise. Master Franchise will cause its franchise to act with all the applicable standards of ads, promotions and creative reviews. Master franchise will be allowed and will be required to allow inspection by its franchise, for the purpose of verifying the presence of appropriate control measures for monitoring the use of intellectual property by master franchise and its franchise and complying with the standards. 15.3 samples. On the request of McDonald's, the Master Franchise will collect samples of all indications, uniforms, packaging, materials, stationery, business cards and other materials, using intellectual property or related to franchised restaurants, in the sole expenses of master franchise, for 45 McDonald's reviews and preparation of master franchise se or any franchise before approval, printing, production, use, displaying, Broadcast, distribute or self before and for such purposes according to the procedure established by McDonald. If McDonald fails to approve any requirement within ten business days of such submission, the deposit will be envisaged. 15.4 ownership. The master franchise acknowledges and agrees and agrees to acknowledge and agree that intellectual property and all rights and goodwill related to it in every area are concerned with McDonald's (or his/her own account) and that every area will be for all use of intellectual property and for the benefit of McDonald (or its own businessand). Master franchise and its franchisees will not be direct or indirect, (a) for intellectual property (or its liaisory) title (or its conduct, or for intellectual property), the objectability of the agreement, or to register intellectual property filed by or of any registration of applications (or that is the lawand); or (b) file to register any request or record any intellectual property, either in whole or part, or any other name, trademark or service mark related to franchised restaurants or at the same time or otherwise confusagoral or that may not be about intellectual property, including any trademark or service mark that is anywhere in the world Also uses Mc or Mac, unless requested by And, in such an event, McDonald's specific direction and written application are under way. 15.5 No assignments. Anything included in this agreement will be appointed as an assignment for any other person in the franchise or any right, title or intellectual property, it is understood and acknowledged by the master franchise that any area will be specifically used and for the benefit of McDonald (or its own business), and master franchise its franchisee superhically agrees that all use of intellectual property should be exclusively and for the benefit of McDonald's At McDonald's request, Master will execute and provide the franchise and will need to apply its franchise and provide documents such as using intellectual property in accordance with applicable law as McDonald or using intellectual property in accordance with mcdonald's and/or mcdonald's and/or mcdonald's/ Or to protect the interests of its business and needs, including master franchise and/or any franchise to record as intellectual property users or to protect the interests of McDonald and/or its businessand in this intellectual property. 15.6 Defend rights. As the master franchise is set by McDonald in its discretion and sole expenses of master franchise, it will assist in its discretionary and as described by its owner for the purposes of protecting, protecting, protecting and defending The Lawand and for the purposes of cooperation with and in intellectual property. Such cooperation may include any trademark, service mark or copyright request or registration, or other records, and recording of this agreement and/or any franchise agreement with any appropriate government authority, all as may be requested by McDonald's. Processing, and will include. Master Franchise will immediately report the Mac of any objection to any intellectual property being used by any intellectual property or any breach by others that may come to the attention of any franchise or any franchise of any intellectual property. McDonald's sole obligation to control all challenges on 46 intellectual property, including the right to determine any formal legal proceedings on any alleged breach or non-mimic account (although nothing in the deal will impose responsibility on McDonald's for such action) and master franchise McDonald's request in this regard may, as a request by McDonald, to act in his or her own name due to any claim or action in his own name and join the master franchise or any applicable franchise, or need master franchise to file an action in his own name Protect intellectual property, subject to McDonald's direction. Master Franchise and its franchise will not institute any action for intellectual property violation, to the extent that McDonald may be in such direct master franchise and thus just according to such direction. 15.7 Registration. Master Franchisees shall register this agreement or any applicable government authority in any country as well as a summary version of the agreement to protect the rights of McDonald's in intellectual property under the fully applicable law. (b) maintain ingeror profit- ing such registration; and (c) cancellation of such registration at the end or end of this agreement. McDonald's is adopted by master franchise to cancel or end this agreement with any applicable government authority within any area, for any reason, before such government authorities are free from any action implemented by master franchise. Master Franchise will provide such papers as may be necessary or necessary in regard to the above, as may be required by applicable law, such as implementation by itself and by its franchise and the delivery of such documents. Master Franchise will bear all the costs that may be made by McDonald or his representatives in registering, maintaining, maintaining and cancelling the registration of this agreement as above. 15.8 Intellectual property created by Master Franchise and its franchise. Applicable law, all ideas, concepts, metrics and system materials, intellectual property and/or franchised restaurants, to any extent permitted by any addition, reforms and/or any kind of derived, and any trademark or service marks generated by master franchise, its subordinate entities or franchisees or their respective employees or Agents (IP produced) will be immediately revealed to McDonald and made for employment as such works for rent to the extent that such a developed IP is not, the master will franchise, and assign and assign to another person immediately, all rights, including moral rights, McDonald's. The ip's saganars prepared will execute and provide any document requested by McDonald to verify such assignment. Any of the master franchisees or any products or materials of its subordinates or franchisee stake intellectual property outside the operation of franchised restaurants without the advance approval of McDonald's. Any of the master franchisees or any of its subordinates or franchisees, including any applications to register any intellectual property, including any applications to file, or bear to file, No doubt, no developed IP, without the advance approval of McDonald. 15.9 trademarks. 47 15.9.1 In connection with any new Mc or Mac trademark or service sign of master franchise or its subordinate entities or franchise, or any other trademark (including name, slogans and symbols of range products), in connection with franchised restaurants with service marks or domain names, 15.9.2 Master Franchise of Mac's advance approval to the name of service marks or domain names or Any of its subordinates or franchisees will use trademarks (or any components): (a) in addition to its corporate, business, trade or legal name; (b) in addition to any preview, suffix or other modified terms; (c) in connection with any unauthorised services or products; (d) any domain name, electronic address, electronic mail address, Internet home page, internet. Extranet, or part of the website. Or (e) not explicitly authorized by this agreement in any way. 15.9.3 If requested by McDonald's, Master Franchisee will identify itself as the sovereign owner of its business, in the manner of giving notice of trademark and service mark registration in Mac, obtain such fake or assumed name registration as required under applicable law to separate itself from McDonald's and its affiliates, and both in form and material. 15.9.4 McDonald's is entitled to modify or close the use of McDonald's, master franchise or any trademark or any trademark to use any franchisee, or need it to start using master franchisees or its subordinate entities or any franchisee disuading new or alternative trademarks. Master franchise will, and its subsidiaries and every franchise will be required, will immediately follow any changes in the sole costs of master franchise or franchise. McDonald's will have no responsibility to adopt any franchise or additional or alternative trademark or any expenses related to any franchise or advertising, promotional material or indication made by master franchise or any franchisee. 15.9.5 Master Franchise No approved provider shall be allowed to publicly promote the business of such approved supplier or to include in the mcdonald's name/logo or such approved supplier's product or services marketing material without prior approval of such approved provider. 15.10 Copyright. 48 To the extent permitted by applicable law 15.10.1, if master franchise or any franchise makes any adaptation or any derived work on any copyright basis, master franchise, and will assign to mcdonald to every other person. And interesting that none of them can get into such adaptation and derivative work and reject any moral rights that may arise for them. Such adaptation or derivative work will have copyright. 15.10.2 McDonald's Othorazas master franchise is to translate copyright into foreign languages necessary to use copyright according to master franchise rights. The master represents franchise and warrants that any translation will be accurate and complete. Master recognizes franchise and agrees that any translation of copyright will be the sole and exclusive ownership of McDonald's, and master franchise sings all the rights, title and interest of McDonald in such translation. Such translation supp-se copyright will be the reform. McDonald is adopted by master franchise to register such translations or in the name of any affiliation of McDonald, with any applicable government authority within any area. Master Franchise acknowledges that in the event of the deal being abolished or expired, McDonald's use of such translation sanctude can take any third party in its sole voice. Master franchise and franchise copyright will stop using or adopting and using it to do so by McDonald's, by revised or additional copyright, of master franchise and franchise at the sole cost. 15.11 Trade Secrets. Master franchisees admit that trade secrets contain the most confidential and owned information of McDonald's. The master will franchise and will need to take all trade appropriate steps to protect the privacy of trade secrets and to prevent the unauthorized infinitude of trade secrets, including employing methods and procedures that it uses to protect its own trade secrets and other confidential or property information. As master franchisees have been notified of its employees, agents, franchisees and other authorized individuals on an over-knowing basis and only such persons, the business secrets are subject to obligations in writing to maintain information. The master will not use, appear or re-offer franchisees, or allow another person to use, appear or re-present, leave in connection with the operation of the trade secrets franchised restaurants for any reason or purpose. 15.12 Name. Despite anything contrary to this agreement, Master Franchise can continue to use any legal name or operating name that includes an intellectual property that may indicate the ownership of McDonald's corporation or subsidiary, including Arkaus Dorados. 16. Reports 16.1 generally. 16.1.1 Master Franchise May Be Appropriate for Proof The Performance Of Its Responsibilities Such As Maintaining Books and Records, In Which Books and Records Are Particularly Required Section. 49 16.1.2 Master

Franchise will maintain during the applicable period and for a period of no less than all books, records and accounts related to their preparation dates, master franchise and its subsidiaries, master franchise business and master franchise restaurants. All such books, records and accounts will be retained at the principal office of the Master Franchise or will be notified at McDonald's request at such a second location. 16.2 Financial accounting; record-keep; internal control. 16.2.1 Master Franchise sits at its sole cost and to maintain books, records and accounts, in proper detail, accurately and fairly display the assets and mergers of master franchises and its major entities and maintain a system of adequate internal accounting control to provide adequate assurance which (b) allow preparation of financial statements in accordance with the transaction For the required records, the period from the continuous period is applicable, and the requirements for maintaining accountability for such assets; (c) access to such assets is only in accordance with the general or specific permission of management. And (d) recorded accountability for such assets is in competition with existing assets at reasonable intervals and due process is taken with any differences. McDonald has the right of all time to access and obtain any information provided to him directly from such financial accounting and record keeping systems, and to the extent mcdonald's may or may not, master franchise sing all information made by McDonald's McDonald's or its code Without limiting the totality of section 16.2.2.1, the master franchise will retain the data warehouse containing aggregate sales data; and (b) of (i) all Applications, approvals, registrations or approvals need to be filed or received from any government authority; (ii) documents submitted in connection with the Group Ip; (iii) Customer Service Programme and any A login book and summary of all complaints received in accordance with mystery shop programs; (iv) documents submitted by potential suppliers in accordance with the supplier approval process; (v) documents submitted by a potential franchisee in accordance with the process of franchise approval; (vi) Inspection forms and reports for franchised restaurants; and (vii) Documents related to design and testing have been required to be applicable by 16.2.1. 16.3 Standard Reporting Package. The master franchise will continue to be presented in English by McDonald/ According to the Financial and Performance Review Report, presented by McDonald's restaurant august 3, 2007, the forms attached as displaying reports are sufficient 13 and include reports described below (such packages as may be modified by McDonald's by time Franchise, certified by the Chief Financial Officer of standard reporting packages), each of which will be truthful and complete: 50 framed 16.3.1 with the payment of the ongoing franchise fee, applicable franchised restaurant (one) details for overall sale report an operation in each area; And (b) Guest count for such franchised restaurants for the first calendar month; after 16.3.2 in 90 days after the end of each financial quarter of master franchise, accurate and complete copy of the strong balance sheet of master franchises such as the last day of the financial quarter, retaining income, shareholder seq. For master franchise loan summaries, as well as all relevant notes and schedules, are prepared as per APA (except mentioned in it); 16.3.3 (which will be a calendar year in the financial year) within 90 days after the end of the financial year of the master franchise, planning and re-investment plans for the restaurant selast year's capital french A summary by the restaurant (relating to capital capital costs related to investing, investment related to the revival of franchised restaurants and re-imageof franchised restaurants) of August 16.3.4 in the following 120 days 2007, and 90 days thereafter, McDonald's may be requested at the end of the financial year of the master franchise or the second such time (or any event will have more than one such assessment at the cost of master franchise every year), an evaluation has been selected by Master Approvers towards one or more independent franchisees From 16.3.5 within 120 days after the end of the financial year of the master franchise, accurate and complete copy of the audited strong balance sheet of master franchise, such as the last day of the financial year and as relevant audited outstanding statements of income, with the retention income, cash flow and master franchise loan summary for such financial year, together With all these relevant notes and schedules, as well as the unauthenticated report, the master franchise with independent certified public accountants; A detailed schedule of 16.3.6, master franchise and its subsidiaries' masters within 120 days after the end of the financial year of the master franchise, as on the last day of such financial year, has been developed by Sygmaned on an area basis by an area that is consistent with the Us by independent certified master franchise In the ten days after the application of Accountants 16.3.7, the applications of any business license are copied, tax returned (including any amendment) that the master franchise has applied tax or other government in every area Propose sfile with authorities or reflect the income of one or more franchised restaurants; and other such reports at such times are 16.3.8 and in such forms Mac franchisees need a written notice, which may include information about how to follow drive-related sales, restaurants at the time of customer service, labor costs and QSC standards, among other things in 51 reports. 17. Inspection and audit inspection of business operation 17.1. McDonald's at any time during normal business hours and without prior notice to any master franchise party, to inspect the business of the master franchise, including any MF subordinate and franchised restaurants, and To interview employees of master franchise party and franchised restaurant officials, and to check and test goods and products at franchised restaurants, see, picture and do the Valleyvat franchised Restaurants, remove samples from franchised restaurants, review, inspect, and, to the full extent permitted by applicable law, all records, tax refunds and other financial information of master franchise or franchise, ensure that advertising costs are being created, and remove the records of the copy. Master Franchise will fully cooperate with McDonald during any inspection. 17.2 Inspection and audit of books and records. McDonald's shall be entitled to conduct master franchises, inspections and audits, or inspections and audits during normal business hours and without any prior notice at any time, business records, bookmark and accounting records, business license applications, sales and income tax (if any records and returns, data warehouses and records to Section 16 and other records of master franchise parties and Maintain according to any individual, corporation, partnership or other organization that owns an interest in any of the master franchise parties. Master Franchisee will fully cooperate with McDonald's representatives and independent accountants to get any inspection or audit services to be organized. If such records and information are in the control of a third party, Master Franchise will either obtain such records or information or to thus obtain the permission of each third party to allow McDonald to conduct inspections and audits at the third party location. If an inspection or audit is a silent one of the total sales of the franchised restaurants, on its authority, Mac's May, its options, are required, within 15 days after the inspection or audit report is recovered, the issued franchise fee and all other Due to such quiet sum, a late charge (on date and on the terms provided in section 24.2) is actually due and including the payment date. In addition, if such inspection or audit report is made necessary by the failure of master franchise, the records, other information or financial statements required by this agreement, or to submit such reports, records, information or financial statements on a timely basis, or if any failure to transfer or report for the period of audit If the overall sales result from quiet to more than 2% then McDonald', in his power, the cost of inspection or audit required master franchise, including charges of McDonald's employees or lawyers and independent accountants, and the application of charges every day for travel expenses, room and board and such persons. The above treatment will be in addition to McDonald's other rights and treatment under this agreement or applicable law. 52 18. Confidential Information/Master Franchise 18.1 Special Issue from Confidential Information. 18.1.1 McDonald and its affiliates, or therefore, can include specific confidential and property information and trade secrets, including (a) methods, procedures and techniques to find, design, development, construction, and (b) promotional, marketing, pricing and technology for marketing and marketing of products of franchised restaurants; (c) marketing and advertising programs, calendars and projects; (d) methods, quality, specifications and procedures for operation of franchised restaurants, including quality; (e) Sales management techniques, information management techniques, business technology and information management technology; (f) intellectual property not to the extent in the government domain; and (g) all other information about the business and operation of the system, including training programs and operations systems (collective, confidential information). No master franchise party will be interested in confidential information except that it will create an unfair way of competing with mcdonald's, its affiliates and other McDonald's franchisees, except for the master franchise rights that have been given to the franchisee during the applicable term, and use or compromise confidential information in another business or capacity. 18.1.2 McDonald will only reveal confidential information to master franchise parties on the condition that each of them agree saith, and agrees with everyone that it (a) will not use confidential information in any other business or capacity; (b) maintains the absolute confidentiality of confidential information during the applicable term; (c) shall not create unauthorized copies of Confidential information; (d) adopt and apply all appropriate procedures to prevent the use of unauthorised or confidential information, including such procedures as McDonald's from the present time; and (e) shall not distribute, sell, trade or otherwise profit from any confidential information except as explicitly authorized by this agreement. Each master franchise party will notify its concerned employees and another person has access to any confidential information about his status as such, if requested by McDonald's, such employees and others a third with a free right to implement a privacy agreement in a form acceptable to McDonald 18.2 Competitive business. 18.2.1 Master Franchise Parties Each, beneficial owner and every owner's institution acknowledges that Mac will fail to protect the confidential information and free exchange of views between its franchisee if such a franchise, any institution or person, as an officer, as an officer, despite being an active partner in a franchise or any related party, or any other concerned party. Manager) was allowed to engage, work, franchise or service for competitive businesses. Accordingly, applicable law, any of the 53 master franchise parties, any of their related parties, to participate actively in the master franchise business (for example, as an officer, director or general manager), gaining owner or any owner's organization, without mcdonald's permission and for a period of two years, directly or for a period after two years Indirect: Engage in (1) (included by consulting, financing, employment or supply arrangements) or provide any other support in any competitive business, or (2) provide any financial or other assistance to any institution that allows or offers a franchise or license or proposes to set up joint projects for the operation of any competitive business; or (3) to be a Director, Officer, Manager, Employee, Consultant, Representative, Agent or any other capacity for any competitive business; or (4) to be a director, officer, manager, employee, consultant, representative, agent or otherwise for a business that allows or presents a franchise or license or proposes to set up joint projects for the operation of any competitive business; Or (5) mcdonald's require any officer of the Corporation or McDonald's for job purposes, or those who are present within the past six months have been employed as an officer, McDonald's Corporation, McDonald's or any of its affiliates, or (6) to waste customers in another food related business; or (b) Applicable terms and subsequently, directly or non-commercially, systems (or any ally, in which sales, use, display or distribution of McDonald's products, happy meal premiums or McDonald's staff uniforms or programs, as set out in business projects) for any other restaurants or businesses or any other purpose. 19. Relations of parties 19.1 parties relations. The parties will be of independent contractors. This agreement will not create any mathematical relationship between McDonald, on the one hand, and any master franchise party, on the other. Any of the agreements the Master Franchise Party intends to make a general or special agent, legal representative, subordinate, joint-general, partner, employee or mcdonald's servant. 54 No Master Franchise Party will represent that there is no connection with McDonald except clearly permitted by this agreement. McDonald will not be bound by any agreement, representation or warranty made by any master franchise party by any liability. McDonald will not be bound to any harm adhering directly or unaturally from the Master Franchise Business to any person or property, whether or because of any inadvertent or intentional action or failure to act on any master franchise party or any of its affiliates. McDonald's will have no responsibility for any sale, service, price addition, use, excise, aggregate receipts, property, workers' compensation, unemployment compensation, prevention or other taxes, whether invested on any master franchise party or its related assets or income, or McDonald's in connection with the services made by either of them. Applicable master franchise party will have sole responsibility as required by such applicable tax laws and payments when required by an applicable law. 19.2 No in-active employment relations. This agreement will not create any employment relationship between McDonald, on the one hand, and master franchise, under any MF, any owner's institution or beneficial owner, on the other hand, or any independent contractor staked by his personnel, employees or any of them. Master franchises, MF subsidiaries, every owner's institution and beneficial owner accept all responsibilities and responsibilities in regard to their concerned employees under local labor or social security laws and other applicable law. 20. Compensation; No liability of 20.1 Master Franchise Indemnis McDonald. The master franchise, its affiliates and their relevant stakeholders, directors, officers, employees, agents, reality and representatives in lawyers, consultants, independent contractors, desginis, successors and assignments, and the concerned parties and representatives of each person (mcdonald's contrintarion parties), and against any other damages and costs, agree to defend, harm and maintain. Out of or relating to any act or omission of the beneficial owner, any claim by any owner's institution, any master franchise party or master franchise business or any franchise in connection with any franchised restaurant, including: 20.1.1 any claim by any third party; 20.1.2 Any violation, violation or conduct of or relating to any liability admissions admissions or any obligations admission suo motu or any other obligations admissions (including failure to comply with any applicable standards) of any person or any related parties or their respective employees or officials; 20.1.3 or criminal action; 20.1.4 for any patent, trademark, copyright or violation of any third party's other property rights, or the right to privacy or publicity, or in connection with this agreement, unfair competition laws; provided that any owner's institution or any master franchise 55 party has provided any such violation Be responsible for the breach or other violation to the extent that it includes the use of intellectual property as an option by McDonald; cause any person's death or damage to any 20.1.5 or in any other damage, by harm or injury, which suffered, resulting or resulting from 1 claim, entirely or partly, by any hidden or patent edited fault in connection with the operation of master franchise business or any franchised restaurant, improper constructions and/or design, or strict responsibility of any claim (or like the law theory). 20.1.6 is of any voluntary or compulsory recall product which is due to violation or violation by master franchisee, its affiliates and/or any of the approved suppliers of any of their responsibilities. Any deviation from any applicable criteria or specifications by master franchisees, any failure by its affiliateand/or its approved suppliers, or its affiliation to service as per the terms of this agreement and/or its warnings or insufficient warnings and/or instructions regarding any of its products and/or instructions to 20.1.7 is not a failure. 20.2 rights and responsibilities of the Inde-munimtor and Indemnanim. In case of any claim or allegation, any party is intlong to be compensated by another party's claim, or in the case that any party is able to find the facts which will increase the claim for compensation, compensation, so (indemnity) in favour of this, the party will immediately report to provide the same kind of appropriate detail in such compensation (indemnitor) claim (it is provided that the indemnititor's claims from the indemnitly delay will not exclude the indemnititor from its Responsibility, therefore, such delays result in such an indemnititor or the extent of its failure to effectively defend claims or allegations. 20.3 McDonald as Indemnanim. In connection with any claim or allegations for which the master franchise is bound to capture the harmfulfulness in accordance with the terms of the agreement, McDonald's right to secure is whether Master Franchisee or McDonald defends such claims or allegations, and in any case, to control the consultation suitable and about the consultation suitable for mcdonald's. I respectfully according to good religious business decisions, without calling master franchise costs and any of its responsibilities. Under the agreement, McDonald's parties are in somehow or third parties are inadus to recover or recover their rights, or otherwise reduce their losses. 20.4 No responsibility. Except in this agreement, no McDonald's nor any parties concerned have made any direct or non-business obligation or any master franchise party in connection with the master franchise business nor will any of the owner franchise party have any 56 responsibility for any losses to any party concerned, even if it is not responsible for any of the losses. Directly, as a result or otherwise master franchise business, any franchise or any franchised restaurant process. 21. Transfer; first right to refusal; THE TRANSFER OF RIGHTS BY MCDONALD BY THE IPO 21.1. McDonald can directly or indirectly transfer all or any part of the agreement, or all or all of its rights or obligations, as long as the person agrees to accept explicitly and perform McDonald's obligations under the agreement. Any transfer from this agreement or its related obligations under any MFA document will not issue to any owner's institution or any master franchise party, in addition to the extent agreed by McDonald. 21.2 Transfer of rights by master franchise, any owner's institution or beneficial owner. 21.2.1 Neither under this agreement can be transferred by any MFA subsidiary without the advance approval of the beneficial owner, any owner's institution, master franchise or McDonald's. Otherwise otherthan 21.2.2 clearly section 21.2.3 is permitted by 21.2.4, 21.2.6 or 21.8, beneficial owner, any owner's institution, master franchise Or any direct or non-non-interest sequeable (overall, limited interests) may be transferred to entities under master franchise (and any significant part of its assets), in one or related transactions, McDonald's without the advance approval of whose consent is in its sole voice, including to any person Master Franchise (this person, a proposed transferee), an institution under franchiseeor any direct or indirect full ownership; however, that if there is a desire to transfer the e-qaetinterests in master franchise, or to any subsidiary of any other fully owned subsidiary of all or all assets, master franchise shall not be stopped; further provided That, in connection with the transfer of the eqti interests (or all assets of all assets), master franchise will cause transfer. As a condition for such transfer, for (a) (i) the equity interests were issued by an eskarवाद MF subordinate agency, for deposit with the Esskrow agent under the Essrow Agreement or (ii) if the eqtiinterests were to be submitted by the non-escrowad MF subordinate agency If issued, the trusts provide their own security interests to be deposited with the trustee applicable in accordance with the agreement; and (b) implement and provide a device of McDonald's, in which such transferis considered to be a subsidiary of mf for all purposes of the agreement and is bound by all provisions of the agreement and any other applicable relevant agreement Will go. 21.2.3 Any financial investor (one) at any time, without McDonald's consent, collectively transfers up to 20% of the parent's e-qaetinterests of one or more people, which is in accordance with the transfer criteria set in 15 exhibitions in any transaction; (b) After an IPO, the remaining e-qaity interests of 57 parents in the public market (already set out) (In addition to block trade provided, however, according to clause (a), these, in any case, represent the interests of the parent with economic or voting rights of more than 20% for the transfer of the e-commerce, conversion, or change or remediating of the property representing such transfer of interests representing (i) such transfer, or (ii) any arrangement with regard to parents, style governance or similar rights grant (which is related to such equiti interests under the relevant constitution documents of the parent) or any demand rights parents require to register such security interests exclusively for public sale in any jurisdiction. 21.2.4 Any financial investor in parent may be at any time, without McDonald's consent, transfer any one of the interests of any property to any other financial investor or beneficial owner of the parent. Any financial investor, with the consent of McDonald (whose consent will not be compensated), is organized by a subsidiary of the full ownership of (a) to transfer the interests of the equity into any private investment fund (in) capital group; (ii) Heart South American Partner LLC; Or (b) G.A. Investamantaus, Ladda, or (b) a vehicle of a particular purpose is owned entirely by one or more Funds, it is provided that any transfer offered in the financial investors agreement results in situations or subsequent lying satisfied or unsatisfied by McDonald's. 21.2.5 Master Franchise will inform any owner's institution, master franchise or any of its subordinateentities of any equity interest (or all or all of all or substantial assets) of each suggested direct or indirect transfer. Transfer of interests of any e-qaity to the parent or its subsidiaries shall be subject to any condition foreignly in any manner that the transfer agrees to restrictions on transfer of lahiondrad, subject to any obligation to include, in the call power and other limitations, including the Esscru Agreement or trust agreements on the subject of an applicable trustee, as may be the case. It is, all content that is consistent with the restrictions and limitations that apply to transfers and, and such transfers may be allowed to be accepted as transferable and may be in the absence of a written agreement agreeing to such restrictions and other limitations. Transfer of any equity interests in parents will be subservient to the condition that the transfer altogether of the restrictions and limitations that were applicable to transferand, and any such transfer may be allowed to be allowed in the absence of a written agreement agreeing to such restrictions and other limitations. 21.2.6 Incident in which any of the e-qaity interests are transferred to the parent, whether by law operation, by the act of willor or otherwise, on the death of forest W. Stator or permanent disability, then every recipient of such security interests in the parent (beneficial) shall be subjected to observation and all provisions of the agreement (for the salvation of doubt) Was the subject of the beneficial owner's assets, including the penalty for the next success. Beneficiaries will implement and provide additional documents such as 58 and will take such further action as may be necessary or necessary under all applicable law to prove the above inclusion in this agreement and every applicable relevant agreement. 21.2.7 Any transfer of the equity interest in any owner's institution, master franchise or any one of its subsidiaries is required to require mcdonald's advance consent under this agreement and is made without such consent, such an acquisition interest will have no right or interest and AB Inatou will be invalidated. 21.2.8 Will provide a lot of a written instructions in the exhibition of 16 (each, one transfer instructions) in connection with any transfer to master franchise. 21.3 Certain terms for transfer of limited interests by any owner's institution, master franchise or its subsidiary. Any proposed Limited interests are as underthe sussion or waiver by McDonald's of each of the following terms or for such effective dates as proposed effective date of the price of a fair market as offered by such transfer equal to \$500,000 21.3.1 Any owner's organization or master franchise, as the case may be, will be paid for all amount of McDonald's or under any relevant agreement; and 21.3.2 If such transfer is related to any FT subordinate stake or the associates of the company in connection with more than one area, master franchisee and owner has a general release of McDonald's, form And in such areas of scope, mcdonald's will be against, against his affiliate and his concerned officers, . Director, employees and agents. 21.4 The right to first buy. 21.4.1 If the gainful owner or any financial investor (RFR) proposes to transfer any person to a parent directly or unaidinally under full ownership or another person in accordance with section 21.2.3 or 21.2.4, and McDonald's deeds may affect such transfer, a Rfr may affect such transfer to the seller. It is provided that rfp sellers will first provide McDonald's the right to the right to have an interest in parent-to-community interest (offered interest) alternatively according to this section itself for the proposed transfer in transactions. 21.4.2 If an RFR seller is a result altogether- bound offer for an interest submitted in writing, arm length, hanging, written, in writing, in which such R.P.P. will give notice on the sale and terms and conditions suggested by the seller, including a copy of the offer, identification of the proposed transfer, the attention offered, the date of sale It is proposed, which will not be before 90 days and will not be compared to 120 days from the date of such notice, any proposed sub-agreements, as well as other such information, such as to assess McDonald's offer and proposed transfer. 59 21.4.3 Thereafter, McDonald's is entitled to, within 60 days after receipt of such notice of the proposed transfer and all information which has been requested to assess the offer and proposed offer offered under the transfer shall be selected to make purchases in accordance with other terms and conditions of such offer; provided that McDonald's is provided Consider by the proposed transfer to have the right to alternative cash for any alternative form of consideration. 21.4.4 If McDonald has not purchased all the interest offered, the RFP seller may proceed to complete the transfer to the transfer offered in accordance with such offer from 180 days later after this notice. If there is no proposed migration By this date or if the terms of such transfer of interest offer edited in connection with any content, the provisions of this section will be re-applied and cannot be depended on this section without reprocessing with its orders. 21.5 [Intentional.] 21.6 Call option. 21.6.1 McDonald (in his own name, or by a candidate) shall have the right of time to shop at the end of (i) before an IPO (j) before an I.P.P. All, but not the least, Master Franchise ownership or held, directly or indirectly, according to the owner and any of the other acquisition interests or (ii) after an IPO, All, but not less of the fully slim e-qaity interests of any non-governmental shareholder, owned or held by parents, directly or indirectly; (b) on the presence of a content violation either before (in) an IPO, all but the master franchise property or held of completely thin e-qaity interests, directly or indirectly, by the owner and transfer to any property interest according to section 21.2.3; Or (b) after an IPO, all but by an unofficial shareholder, directly or indirectly, is less of the completely slim eqaiti interests of parental ownership, (ii) all but all, but in any area affected by such content violation, the security interests of the franchised restaurant (or of operation licensing), such content violations, either directly or indirectly, as one or non-indirectly, have been set in Section 22.3.1; or (c) during the period of 12 month Full Month (After the first (period of sale) of the 18th month anniversary of death or permanent staten of the forest. (ii) Such beneficiaries have chosen receipt from notice that the sale period begins as a specific date in such notice, which dates before such notice, (A) an IPO, not the lowest, but of the interests of master franchise ownership or held fully thin-quality units. Section 21.2.3, directly or non-directly, moved by the owner and under any equaiti interest; Or (b) after an IPO, all but entirely of thin-quality e-qaiterests owned or held by the parent by any non-public shareholder (each, one call option), directly or indirectly. 60 depends on the value payable by McDonald according to an exercise of call option on 21.6.2 (the value of call options) The fair market price of the business of the subject (a) subject will be, in this case (i) is used under option of call section 21.6.1 (a) or (c), 100%. (ii) In this case, the call option is used as per section 21.6.1 (b), 80%; less (b) amount (in) loan less cash funds, attributable to subject business in each case; and (ii) attributable to the admiontions Business, in every case, as independent certified public accountants of master franchise can be set as a fair market price date or an adjustable fair market price date, as the case may be, and, if applicable, later adjustas the date when the option closes according to section 21.7.2; and however, if the call option is fixed as a closing date, the price (i) Means an MF subordinate organization or area; and (ii) a negative number of results, then master franchise is either (one) all duty of funds amount (less cash is set as exercise date or, later adjusts to section 21.7.2, date of shutdown of authority) and a general release in the acceptable and scope for the business of the subject attributed to the admiontion and for McDonald Implementation, at the same time, is nothing to do with any responsibilities. Or (b) the absolute value of such amount, in each case or before payment on the date of the option being closed. Master Franchise will provide a notice, in the form of notice saith 17, the collateral agent and McDonald explained that he has selected (a) (a) the previous sentence clause (a) (a) (a debt assumption selection); Or (b) The alternative suo-mail edited in clause (B) of the previous sentence (a) of the payment. 21.6.3 Mac can exercise the franchise and call option by giving written notice to the owner. If McDonald's (a) is exercising the call option under section 21.6.1 (b), McDonald's is written in a written notice (pre-defined exercise notice), Or (b) Section 21.6.1 (a) or 21.6.1 (C), such written notice to McDonald's 19 (non-default workout notice, in-company with default workout notice, exercise notice and delivery date of any practice notice, date of exercise). Fair Market Price Date or Adjustable Fair Market Price Date as promptly as 21.6.4 as per case, as may be the case, provide mcdonald with a written notice to the Essrow agent or applicable trustee, as the case may be, with a copy to the master franchise and owner, such as 20 (settlement notice), according to which this (i) Issrow agent Or notify the applicable trustee; (ii) Expected date of shutdown; (iii) Option price of call; (iii) Any disputed quantity. (iv) The amount of repayment of loan. (b) The directive of the Esscru agent or applicable 61 trustee, as the case may be, (j) to provide relevant equity interests to McDonald with such equality interests and to present McDonald (or his candidate) as a registered owner of such equality interest and (ii) to submit such a controversial amount in a resolution pending the esscru account. The cost of the option of the separate and (c) the Esscre agent or confirmation from it The trustee, as the case may be, has no dispute under the agreement in which there is no dispute in favour of exercising the call option, which was raised in the dispute (a) good faith and no later than the one month anniversary of the date of the practice relating to such call authority in accordance with the procedure of arbutral under section 25.2. (b) has been actively followed by master franchise, but which has not been respected by any final decision (an unresolved dispute), against the delivery of mcdonald's call option by price in each case, and (ii) McDonald's is required to close all approvals, licenses and transfers of subject business to the whole of all government authorities. Or, in its sole voice, choose to proceed to such approvals, licenses and closing without full. The date on which the settlement notice is delivered is called the date of settlement notice. The 21.6.5 option closing date will occur on the fifth business day after the date of settlement notice. Without further consideration of McDonald's appropriate application, the beneficial owner, every owner's organization and every master franchise party will implement and provide additional such documents and take further action as may be necessary or necessary under all applicable law, the full 21.6.6 power closing date, the isstor agent or applicable trustee, as the case may be. The call option may be on payment of value and in favour of McDonald's iscto, transfer and delivery, and mcdonald's supply, to obtain, accept and receive, in this case, all right, title and interest in the subject's business related e-qaityinterests. 21.6.7 Payment (if any) by the McDonald's agent or applicable trustee, may be the case, as the call option for full payment of the full amount of the value of the option of the call will be immediately the call option and such eq. interests will be and the transfer of McDonald's at such payment time will inevitably. 21.6.8 If McDonald's has any financial assistance amount, section 21.7.2 according to cash or adhesions, followed by such procedure as set out under the prompt shading After settlement of the dispute, McDonald will be provided to the Essrow agent or applicable trustee, as the case may be, 21 (disputed money settlement notice) to the signature issrow agent or applicable trustee, such as That case may be, the amount related to essakro or for release from the master franchise or owner, as the case may be. 62 from 21.6.9 and after And after any material breach, the beneficial owner, any owner's institution or any master franchise party, which is applicable, will cause that the subject business to run its business in the normal course is consistent with past practice. (b) In a transaction or in a related series of transactions, the subject sins do not sell any significant part of business assets; (c) do not allow the creation of the subject business, to create or assume any additional financial assistance loan; (d) this causes the subject to pay or otherwise satisfy the business of the subject (other than if there is competition in good faith and any worthy one. (e) do not allow the subject business to take any of its receivables to be sekorataz; (f) take no action for the purposes of settlement of the subject business, . make any general assignment for the benefit of the subject business, create a voluntary filing of a request in a commercial bankruptcy (including a concurso merchantal) or agree to file any other process for the appointment of a resource, a co-operator or any part of such government or its assets for any part of such an institution or other protector or its assets (G) of the terms of this agreement Be subject; or (h) this causes the subject to not declare any division or profit in the business. 21.7 Calculate the cost of the call option. 21.7.1 Fair Market Price. McDonald's and Master Franchise have agreed to create and maintain an agreed list (fmv institution list) by internationally recognized investment banks that will be selected for the purposes of determining the fair market value of the investment banks. (a) McDonald and Master Franchiseagree that in case of any commitment to fair market value, (i) will pay fees and expenses of any institution to each of mcdonald and master franchises selected from the list of the FMVC institution; and (ii) McDonald and Master Franchise se eminece from the LIST of the FMVC institution to provide each of the secondary assessments Any institution made will also include fees and expenses. (b) The fair market value will be calculated as a sum in US\$ as a date of exercise, an arm length transaction between a ready buyer and a ready seller will be charged for the subject business, taking the benefits provided by the agreement, as set out as follows: (1) McDonald and Master Franchise will select each financial institution from the List of THE FMVC institution. These two institutions will create their own relevant derterminalization of fair market evaluation of the subject business (each, one primary evaluation) and collect them in mcdonald and master franchises within 45 days of delivery of practice notices. Every basic The subject will determine the value of the business and its range of any one. If 63 basic valvetans differ by an amount that is less than 10 percent of the lower basic assessment, the fair market price will be the average of such basic valvetans. If either McDonald's fails to appoint the financial institution from the institution's list in time, or the selected institution fails to provide a basic assessment before the end of the 45-day period, then the fair market price will be equal to the basic assessment that was delivered on time. (2) If the primary valvetans differ by the amount that is more than 10% of the lower core assessment, Then, McDonald and Master Franchise will, jointly, select a third institution from the List of the FMVC institution. (If McDonald and master franchise cannot agree on a third institution within ten days of the date on which the primary valvetans were delivered, Then McDonald and Master Franchise will get at 10 M (New York time) with a 55th day at McDonald's offices randomly by drawing from Okbrook, Illinois, and a hat after the date of the practice notice On the FMVC organization list, select an organization.) The selected body will determine its own commitment, which will account for the primary valvetans, the fair market value (secondary assessment) or without relying on it, and will be provided to parties within 45 days. The secondary assessment will set a commitment to fair market price price and its value not a limit. The nearest primary assessment of secondary assessment will become fair market value; however, it is that if the secondary assessment means the mathematics of the primary valvetans, then the secondary assessment will become the fair market price. (c) The date on which fair market price is fixed according to this section is called as the fair market price date. (d) If the date of the settlement notice has not been before one hundred and twentieth calendar day after the fair market price date, make or, if the date of the settlement notice is not due to failure to obtain approval, licence or permission from any government authority, before the settlement notice is provided in connection with the business of the subject applicable, request that it be requested that it is not the same. The fair market price of a kind of subject business can be reviewed by providing other parties with a fair market price assessment notice 22 (fmv review), provided that any party may be required to get such functions in time, license or permission. (1) Fair Market Price Assessment It will be conducted by the same institutions which conducted the initial basic 64 valvetans in such a fair way Section 21.7.1 (b) to the price. Each of these two institutions will make new basic assessments and submit them to McDonald's review notices within 20 days of delivery and for master franchise. Every core assessment will set the value of the business of this subject and a single commitment to a extent of it. If the basic valvetans are less than 10% of the lower core assessment, then the adjustable fair market price will be the average of such basic valvetans. If either McDonald's or Master Franchise fails, if required, to appoint an alternative financial institution from the FMV institution's list, or if the selected institution fails to provide a basic assessment before the end of the 20-day period, then the price of the adjustable fair market will be equal to the basic assessment that was delivered in time. (2) If the primary valvetans differ by the amount that is more than 10% of the lower core assessment, Then, McDonald and Master Franchise will, jointly, select a third institution from the List of the FMVC institution. (If McDonald and Master Franchise cannot agree on a third institution within ten days of the date on which the primary valvetans were delivered, then McDonald and Master will get on the franchise 10 M (New York time) after the date of the practice notice at McDonald's offices in Okbrook, Illinois, and will select an organization from the List of FMVC institutions on random by drawing from a hat.) The selected institution will be secondary lying and will provide it to parties within 25 days. The secondary assessment will be fixed a commitment to adjust fair market value and its value not a limit. The nearest primary assessment of secondary assessment will become the alternative fair market price (such new amount, adjustable fair market value); however, it is that if the secondary assessment means the math of the primary valvetans, then the secondary assessment adjust will become the fair market price. (e) The date on which the price of the fair market is fixed according to this section is called as the date of the price of the adjustable fair market. (f) McDonald and each of the master franchises agree to cooperate in good faith with any institution selected to manage the primary valvetatens or secondary assessments and to determine the fair market price and/or adjustable fair market price to such entities In this regard, any and all information requested by such an organization and/or access to personnel such requests may include, among other things, financial estimates, 65 budget proposals, management presentations, accounting books and records, as well as explanations by management. 21.7.2 Loan financial assistance: cash exchanges. (a) adjusting the fair market price date within ten business days after the fair market price date, as the case may be. The franchise will provide an audited balanced balance sheet of McDonald's for subject business as a fair market price date or adjustable fair market price date, as may be the case (subject business balance sheet date, fixed by the cash and oxidators of the subject business on its face or in accordance with the funds' financial assistance. As defined by the independent certified public accountants (subject business balance sheet) of master franchise. If Master Franchise fails to provide a subject business balance sheet, McDonald will assess a good belief of the business balance sheet of the subject, which will not be later adjustable according to section 21.7.2 (b). Master will support franchise with Mac in good faith and his Along with any and all information requested by any of them and/or with full access to personnel, McDonald and his representatives and advisers will provide. Such requests may include, among other things, accounting books and records and management with explanation suo-mailing to review makeup or preparation of the subject's business balance sheet. McDonald's is also, right, at its sole consent, to request a business balance sheet of another subject to be assigned as its selection date if the calendar day within 60 is not the date of fair market price or after the date of the adjustable fair market price, as the case may be, the option has not been closed. (b) If either (i) he with the de-terminatantans, the cash and the oxygenators of McDonald's, or (ii) believes to a reasonable extent that the amount of funds, cash or oxidations have changed or the subject will be material lying between the date of the business balance sheet and the date of shutdown of the option. McDonald will then get the right to notify the Esscru agent in 10 business balance syllables in the form of 23 (controversial money notices) in which it will notify other parties of any disputed quantity (disputed amount). (1) In the case of a dispute, McDonald will select an accounting firm that has not worked as an independent certified public accountants of the master franchise of the last two full financial years (such a firm, a stable firm). The organization will determine the value of the subject business as an optional date to funds and/or cash and/or axmimixes and then collect master franchises within 30 days of McDonald's date (such calculation, section 21.7.2 (a), along with the calculation of performance by the independently certified public accountants of 66 master franchises according to the basic calculation. (2) A determination of the amount of funds and/or cash and/or the value of the subject business as an optional end date to the subject shall be fixed as per each basic calculation, as the case may be. There is no limit to it. If the basic calculations are different from an amount that is less than 10% of the lower base calculation, then the final value of the funds loan and/or cash or aximaxe, as the case may be, will be the average of such a basic calculation. If McDonald's fails to appoint an accounting firm or the master franchise's independent lying public accountants or McDonald's accounting firm fails to provide the basic calculation before the end of the 30-day period, the amount of funds and/or the cost of the cash and/or the business of the assessors, such as the case may be, was cited in time that the primary calculation would be equal. (3) If the base calculations differ from the amount that is more than 10% of the lower base calculation, McDonald's and Master Franchise will be jointly selected as third accounting firms, which will not be an unstable firm. (If McDonald's and Master Franchise cannot agree to a third accounting firm within ten days after the date on which the basic calculations were provided, McDonald's and Master will meet the franchise at 10 M (New York time) with a fair market price date or adjustable fair market price After the date, as maintained by the Public Company Accounting Monitoring Board (other than any unstable firm) at McDonald's offices in Case, Okbrook, Illinois, and randomly by drawing from a hat, select an accounting firm from the list of registered public accounting firms.) The selected accounting firm will then make its own commitment, wherein the value of the basic calculations, the loan of funds and/or the cash and/or the value of the business of the axamixcan be calculated, such as the case (secondary calculation) and provide it to parties within 30 days. Secondary calculations will be set a determination of the financial assistance of the money and/or the value of the cash and/or business of the axmimixes, as the case may be, and there is no limit. The basic calculation which is close to secondary calculation salinity will become financially the value of the loan and/or cash and/or the business of the axamimixes, as the case may be; provided, however, if the secondary calculation means calculation of the base calculation, the secondary calculation will become the financial assistance of funds and/or the value of the cash and/or the business of the axamix. 67 (c) McDonald and Master agree to cooperate in good faith with each of the franchises to provide funds to such entities with any accounting firm selected to manage the primary calculation or secondary calculations and/or such an institution regarding the determination to determine the value of cash and/or subject business, as the case may be. Such requests may include, others Requests for financial estimates, budget proposals, management presentations, accounting books and records and as well as explanation stipumes of management. 21.8 IPO. At any time since August 3, 2011, if Master Franchisee has satisfied the specific criteria in 24 exposures after consulting with an internationally recognized investment banking firm, gaining owners and financial investors can influence an IPOs with regard to more than 60% of the parent's economic interests. Provided that, however, that (a) 33% of all revenue received in connection with the sales of the e-qaity interests in IPPI will be received by master franchise or received by investing in the master franchise business; (b) either beneficial owner; (ii) If McDonald owns any of the e-qaiti interests, after the impact of the IPO, the group consisting of the beneficial owner and McDonald' maintaining at least 51% of the voting interests of parents; and (c) such POS has taken these considerations of mcdonald's rights and rights to the practice of the right to be considered by them, apart from these considerations or additional responsibilities This is not the result of their responsibilities, including those in connection with the National Security Exchange or listing of registration sanctors with a government authority. In connection with the IPO, parent grant, or approval shall be granted, in connection with any of the quality interests of a class offered by McDonald in the IPO, which shall be customary in form and capacity for registration rights granted in such transactions. McDonald has the right to review all THE DOCUMENTS RELATED TO THE IPO, at the sole cost of parents, and parents will use their best efforts to join any comments in connection with any documents. In no case, any financial investor or parent shall affect an IPOs or other division of the property interests of any of the parent's direct or non-profit entities; however, with the written permission of its beneficial owner and financial investor, McDonald, such consent should not be compensated, parent, master franchise or subsidiary of master franchise In addition to the impact of an IPPI of their indirect economic interests in a subsidiary, subject to mutual lying agreements in connection with this agreement and the amendment of any relevant related agreements. 21.9 The right to call is option; damages on failure to complete. The right to exercise the telephone option is that no event described in section 22.2.3 will be affected by the presence. If the gaining owner fails to perform his or her responsibilities in terms of the authority of any owner's organization or any master franchise party call, the unrelated, title and interest related to such mac business is not clear of all lenses (if applicable Agreement) Under the Agreement or under the Esscru Agreement, or on the presence of any event described in section 22.2.3, the owner applicable as Mac shall be entitled to notice of any owner's organization or the concerned Master Franchise Party, according to which, to cancel the call option for no cost or penalty. On any cancellation, or otherwise, if McDonald is not allowed to exercise 68 calls or other rights over exercise, not all right, title and interest in the subject business are achieved, as well as with any other rights or with any other MFA document, McDonald, any owner's institution and Master Franchise parties, Combined and Balaanfarad, are among the total losses and expenses of Mac abated from this loss of the deal offered by the agreement, including as a loss attributable to the deal among other losses. Parties agree that the collection by McDonald's will end up on the date of payment or such cancellation by the franchise fee paid or continued to be payable by master franchise parties for a period of 12 months complete in any

recent period, multiplied by the number of years left in the regular period In addition, and the investment will be made that any damages attributed to the loss of goodwill associated with the additional amount or otherwise spent by McDonald to copy the subject business to mcdonald's according to such call authority. 22. Content violations and treatment 22.1 content of violations by master franchise. Master franchise will be deemed to be under this agreement and by default of its obligations during the release of any content violation. 22.2 Content violations. Each of the following incidents is a material violation: 22.2.1 is a material violation: 22.2.1 with the beneficial owner, any owner institution, master franchisee, their relevant (a) representation or warranties or (b) obligations, including compliance with the system, under this agreement or otherwise in relation to any aspect of the business of the master franchise, under this agreement or otherwise, under this agreement or In case of any or more areas affected or provided clause (B), that master franchisees have failed to treat such content violation within 30 days after receipt of notice from McDonald; failure by 22.2.2 to act with the master franchisee, owner or its relevant obligations involved in an MF subsidiary section 7.15; 22.2.3 Applicable law, a general assignment has been granted for the benefit of the borrowers of the bankruptcy of any owner's institution, master franchise or mlf subsidiary. Voluntary filing by any owner's organization, master franchise or an MF subordinate to a request Bankruptcy (including a concurso); such a petition against any owner's institution filed by any other person, master franchise or an MF subsidiary, within which 60 business days are not rejected after the filing date; Filing by any owner's institution, master franchise or any other process of any other process for appointment of any owner's institution, with permission to file justice as bankruptcy or as an mf subsidiary, either by or with any owner's institution Similarly, government, master franchise or an MF sub- sub-sub- or any part of it for the trade or asset of a co-operator or an operator or any owner. Meeting by any court of jurisdiction of any 69 authorized, a co-operator or an operator or other protector (permanent or temporary) of the asset of an owner's institution, master franchise or institution under an MF, or any part thereof; or under a structured institution, master franchise or MFA with borrowers under applicable law of any area by or against any area; 22.2.4 The penalty of the beneficial owner, any owner's institution, master franchise or any agents or employees, is charged by a court of authorized jurisdiction, or by any such person, (a) offence or offence punishable by the asseri for more than one year or one offence; or (b) the offence or offence or charge on his charges. In McDonald's commitment, such a person is likely to have a reputation hit, any fraud by the master franchise or its subsidiaries at any franchised restaurant, mcdonald's or any of its affiliates or trademarks, or otherwise, but negative lying negative lying with restaurants or trademarks. Or any court registration against any owner's institution by any fraud or dishonest activities by Masters to report by any fraudulent or unprecedented activity of master franchise business or master franchise or any kind of subsidiaries in any area participating in dishonest activity 22.2.6 Master Franchise or Any MFN subsidiary is not being contested for over \$1,000,000, or failure to pay any transaction, including any approved supplier, distributors or government authority, as any amount and when due and payable, such a decision is not being contested by any owner's institution or master franchisee in good faith. 22.2.7, set by any owner's institution, under the Master Franchise or Financing Agreement issued by any MFA subordinate institution (or any re-frening) and any such default beyond the period of any applicable treatment set in any investment agreement (or refinancing), which would already be envisaged And but each of the negative swells the area if it was due to (a) any owner's institution or master franchise; or (b) any mfs sub-agency was organized in a critical area and will result in any financial agreement (or re-financing) established on the basis of its cause and payable. 22.2.8 Reflects the material and unverifiable that mcdonald's restaurant, system or intellectual property is by any country or director of any management in engagement or public practice by any area or its affiliates, and the failure of master franchise sway within five days to end such a process Unless it is tried to influence legitimate political activity (including testimony, kausing, or otherwise, legislation that does not have the basis for the purpose of eliminating corrupt American foreign practices or such anti-corruption or money laundering laws). Engagement by 70 master franchisees or its affiliates 22.2.9 or any country or director of any of its management sits in any area or region of any country or any of its management sits in an Act, gross negligence, negligence or intentional intentionalness, which is related to the process of the Mac franchise business, it is likely that the action of the business of mac franchise is likely to be related to or affiliated to or trademarked negative on material. Reputation, or otherwise impact ingthe negative system on material, goodwill attached to McDonald's restaurant or trademark; Unless it is tried to influence legitimate political activity (including testimony, kausing, or otherwise, legislation that does not have the basis for the purpose of eliminating corrupt American foreign practices or such anti-corruption or money laundering laws). Determine failure by Master Franchise on 22.2.10 by any time of this agreement to set as a violation of more than one content at any time of 12 months in a continuous month; provided that (in) immediately, any such violation by master franchisee will immediately notify the first such violation by McDonald (consideration of this section (i) after that, a content violation will occur only to such an extent that Master Franchisee (X) committed a subsequent violation within a period of 12 months after the date of such initial notice and (y) failed to treat such violations 30 franchisees to provide the owner of such a notice to this section Refer; Any restaurants fail by master franchise to get at least 80% (a) of the hole that is hacked during any calendar year of the opening plan 22.2.11; or (b) at least 90% of the hole that was broken during the three calendar year period of any restaurant opening plan; 22.2.12% failure by master Any investment plan in terms of any area with the funding requirements of the US dollar amount needs to follow the franchisee% in about 80% and when such re-investment needs to be applicable for a period of one year after planning it has been given to master. Failure by any owner needs to be paid 22.2.13, master franchise or any amount under any MF \$80,000,000 which under this agreement mcdonald's To be paid 22.2.14 such letter of credit to cause any letter of credit to get an education by a bank able to cause failure by Master Franchise (a) 60 days before the end date. (b) to restore the total amount available under the credit letters (i) at any time (during the period of prepaid amount) during the regular period, \$80,000,000; and (ii) period of prepaid amount At any time, no less than \$65,000,000 (or, if the prepaid amount is less than \$15,000,000, such a maximum amount is such a pre-payment amount and credit letters The total amount available under \$80,000,000 is equal to) within 30 days after any draw treheunder. or (c) and payable when failed to pay any amount for McDonald's as per 7.9.4; 71 Failure 22.2.15, if any amount is payable as per 21.6.2, either (in) the loan of funds by master franchise assumes all loan (low cash workout date) As set or later adjustable as per section 21.7.2, the date of the option closes) and the adhesion stake is acceptable by the subject business, along with There is nothing to do with any responsibilities. (ii) payment of payable at any end of any kind on the date of closing any authority (without any notice or period of treatment) which may otherwise apply under this agreement; 22.2.16 Violation of material by the Brazilian Master Franchisee of any of its obligations, including compliance with the system, under the MFA of Brazil Or otherwise in connection with any aspect of the Brazilian Master Franchise Business (as explained in Brazil MFA), franchised restaurants or in any other case brazil master franchise will fail to treat such content violations within 30 days. 22.2.17 Under an MFA document (other than this agreement) any owner's organization or any master franchise party has failed to treat such content violation, then a notice receipt from McDonald's, or any agreement (any agreement by the beneficial owner) 22.2.18 in unsafe or secured loan facility, including indanatora or other investment or contract, any owner's institution, master Or any subsidiary which its material to any McDonald's rights (a) under call authority; or (b) intellectual property. 22.3 Treatment. 22.3.1 and in its power, during completion of a content violation, may take in its powers, any or more of the following actions: (a) In case of any content violation, any content specified in section 22.2.11 is violated (a): (i) ends this agreement, completely, or, in mcdonald's sole voice, such material In connection with one or more areas affected by the breach, such material may be violated, attributed, directly or indirectly, Or (ii) is conditional with section 22.3.1 (b), such material violation with the identity of one or more regions in respect of one or more areas affected by 72 or such material violations, in terms of one or more areas, as one or more such provided, however, if the violation of initial material. If there is no violation of specific content in section 22.2.11 (a) and is related to more areas than any other area, McDonald will only have the right to use the call option in connection with such area or regions. (b) In case of any content violation specified in section 22.2.11 (a), the master in respect of each affected area, in the event of violation of any content, abolishes the special right of master franchise to exploit the rights of the master franchise given in Section 3 with respect to each affected area. 22.4 decrease. McDonald's will have the right, but not responsibility, to take such action suitable or appropriate to treat or re-remedy any material violation, but such action, treatment or correction shall establish the right or exemption of any Mac's rights or treatment suitable for such material violations. Any such actions raised by McDonald will be at the sole cost of master franchise. 22.5 Automatic dismissal. After the presence of a breach of specific content in section 22.2.3, this agreement will end without the need for any party to take any further action. Rights and obligations on the cancellation of Master Franchise 23.1 or the conclusion of this agreement. If this agreement ends or is in accordance with its terms, then: 23.1.1 mcdonald will have the right, but not the responsibility, to get all, but not the least, of the equitable market value in the market of the uninterests in master franchise. However, if these agreements are related to the French Guinea, Guadeloup and Martink maruh at the end of the French term, then McDonald's will have the right, but not the responsibility, to get all, but not the least, but not all of the applicable equi interests, French Guinea, Guadeloup, Martink in the value of the fair market. 23.1.2 The master will pay McDonald and his affiliates within the franchise Business days after the effective date of the end of end of this agreement, or any amount in this agreement due to such a later date, are provided with charges of or at any time with McDonald's or its affiliates, which is not according to it. 23.1.3 If McDonald does not have the right to obtain all the security interests in master franchise separating section 23.1.1, McDonald will then implement and provide all necessary documents and equipment and any To perform additional work that mcdonald must or appropriately determines to verify the rights issued for any franchise under a franchise agreement and extends beyond the term whose term is beyond the applicable term. 23.2 responsibilities of master franchise parties on elimination 73. Upon the end or end of this agreement in any area, master franchise parties will be made in terms of the affected area: 23.2.1 do not automatically or identify any business as an existing franchise or license at any time or in any other way, or otherwise associated with McDonald or any of its affiliates, or by any means or otherwise In any purpose use any similarity to any intellectual property or any colour, or any trade name, trade or service mark or for any purpose that indicates a connection or association with McDonald or its affiliates 23.2.2 unless McDonald is entitled and has the acquisition of the property interests in the master franchise or exercises the right to acquire any of the equi interests in any fm subordinate institution, all signs, structures, elements or designs, or any intellectual property in five business days, and come back to it Or all items, forms and materials containing any intellectual property to be fully processed with all standards related to or related to or related to the destroyed or franchised restaurant and applicable for the transfer of a McDonald's restaurant. 23.2.3 Within five business days, such a process may need to cancel all assumed or assumed names or equivalent registrations that are related to the use of master franchise parties of any intellectual property. 23.2.4 Do not sell any McDonald's branded products or service or products or service identification as part of the service; 23.2.5 if applicable, Notify all search engines of the right to use domain names related to the end of master franchise or intellectual property and/or franchised restaurants and transfers (or transfers) or any other person nominated by McDonald's has been registered within each area; 23.2.6 No third party is covered by patentless mcdonald's permission in writing and the master franchise's single self no equipment to follow with McDonald's instructions on such equipment skills To offer 23.2.7, after the effective date of ending or ending within 30 business days, satisfactory evidence to the Mac of compliance with the master franchise with the above responsibilities; 23.2.8 to immediately use any confidential information that has been revealed, or otherwise learned or achieved by master franchise or any master franchise party After all operations go back to all materials containing 74 scriptures and confidential information that are available or in the field. And within 30 business days, 23.2.9 can take such action sanctors that any MF subsidiary may need to be transferred to an area that was organized in such an area or held in assets or real estate related to the operations of the country that is not a subsidiary of master franchise. 23.3 Migration Services If the option of a call is used in accordance with section 21.6.1 in connection with any or all of the letters, then, then: 23.3.1 McDonald assumes operation of any or all affected franchised restaurants To be entitled immediately; 23.3.2 will do master franchisees, and any government authority required to ensure the continued operation of such franchised restaurants to the parties concerned In connection with any approval received from the side, McDonald's will cooperate with; and 23.3.3 will provide master franchise, and due to each of its related parties, any services required to ensure continuous operation of such franchised restaurants (services) are required, which is in accordance with the procedure and standard sedate set below : (a) McDonald and Master Franchise will designate everyone in connection with the performance of the primary contact services, a service co-operator). Unless otherwise agreed by parties, all communications related to services will be directed to service contacts. (b) Master will decide to service a person on his or her part to use best efforts, expertise and decisions in providing services to franchisees. (c) The Master shall franchise, and shall, due to parties concerned, appropriately comply with all responsibilities relating to the delivery of services in all matters that cooperate with McDonald and in good faith and shall avoid any intentional or intentional, gross negligence or violation of applicable law. (d) Master Franchise will use its best effort to provide services to support McDonald's in its functions due to a third party. (e) McDonald's will use business-appropriate efforts to provide the necessary information and documents for master franchise suitable for service; (ii) make available, as is properly requested by master franchise, sufficient resources; and (iii) Provide timely decisions, approvals and acceptances that master franchisees can service in a timely and effective manner. 75(f) master will follow the franchise, and to follow its related parties, any standards of McDonald's will be applicable to the services. (g) To consider services, McDonald will pay all direct expenses of master franchise in providing services to franchisees, including any appropriate and documented pocket expenses. 23.4 Right to rent former employees. McDonald's will interview, require and/or rent any former employee of any franchised restaurant that is no longer being operated by master franchise or a franchisee. 24. General Provisions 24.1 Effective Date. The original MFA was effective on August 3, 2007. This agreement will be effective according to the date of the date of the date. 24.2 Payment. 24.2.1 The responsibility of master franchise shall be subject to any fee paid or any payment for McDonald on time and receipt by master franchisee of any amount from any franchise in the manner required under this agreement. 24.2.2 Master Franchise will participate in an automatic debit/credit transfer program at all times as scheduled from time to time to pay all amounts due to McDonald's due to the default sums. Master Franchise will provide such documents and devices as McDonald's may be necessary to establish and maintain such an automatic debit/credit transfer program. The amount payable by Master Franchise Company, THE BEFORE, will be paid for US\$ 24.2.3 and will be payable on specific dates. If no payment is required, due to the due, master franchise, due to the full extent permitted by applicable law, due to the past due to such payment supplies the interest of McDonald on the date of payment, but left, equal to the permission permitted by applicable law at a rate per year and if, then, then the maximum rate by 15% is not allowed. Such interest will be counted on the basis of monthly computing and the actual number of days passed in it will be divided by 365. This late charge will be for McDonald's or other treatment available under applicable law. Master Franchise acknowledges that there is nothing in this section to accept any due payment from McDonald or a commitment from McDonald, or otherwise the operation of the Master Franchise of Finance, Master Franchise Business. 24.2.4 In addition to the continuous lying fee, any day the calculation of the equivalent of the US dollar for any amount payable on any amount shall be used at a date such as the price applicable to trading between banks in the amount of the 76 Wall Street Journal, Eastern Edition, The Foreign Currency Exchange rate of New York, or more, or, if not report; Or (b) the financial times, as reported in the London Edition average the calculation of the day's spread for settlement on such dates. In the case of continued franchise fees, the calculation of the payable amount will be based on the average rate of exchange sedate set in accordance with the previous sentence of each day, in which such a continuously ongoing franchise is set for the fee for which such is published in the month of the month of the day. US\$ 24.2.5 is the sole currency of the account and the amount paid by any party for losses in all kinds of losses. Any amount received or exported in currency other than the US dollar (whether as a result, or by any jurisdiction or otherwise by a court decision or order, shall constitute the concerned party's dispersion to the extent of us dollar only that McDonald's is able to make purchases with money or export edited in another currency on the date of receipt or receipt (or, if it is on this date But don't have to make this purchase, on the first date on which to do it). If the AMOUNT of US dollars is less than what McDonald's is due to, master franchise, every MF subordinate institution and owner will be jointly and not placed harmful and low against any loss or value maintained by him for any purchase. For the purposes of this section, McDonald's will be sufficient to face that a genuine purchase of the US dollar has been made with the amount received in other currency on the date of receipt or recovery (or, if the US dollar is not purchased on that date, it will have to be on its first date). If any government authority can't pay the franchise fee in US dollars to a master franchise party as a result of the implementation of any exchange controls, then the master franchise or another master franchise party will pay on its behalf and when such payment is due and payable. 24.2.6 In addition to the limit provided in this section, the amount payable by any master franchise party on the issue of McDonald's is any current or future tax, duties, reviews, fees or other government charges or by with or with any jurisdiction within the area or any political sub-division or tax authority, in addition to Each master franchise party will be stopped and paid by all local taxes because of them, if any, in which any area is paid by the Master Franchise Party under this agreement under applicable law, in which the contract is prepared by the Masters. If a local tax is stopped or otherwise levied by any master franchise party In connection with such payments, Americans are not good at McDonald's for federal income tax purposes (including McDonald's is not being treated as the recipient and beneficial owner of the relevant income for local tax purposes, or otherwise as a taxpayer with regard to such local tax for the purposes of u.s. foreign tax credits Not being treated), such a master franchise party will be paid such an additional amount of McDonald's to ensure that such a stop or payment received by McDonald after another payment of 77 local taxes is equal to the amount McDonald did not need to pay such a stop or other. Master franchise parties and the owner will be responsible for the responsibility of paying any money under the combined and earlier sentence. The master franchise parties and owner, combined and unblocked, harmful and detrimental against any punishment, interest or expenses by McDonald and his affiliates or any master franchise party by withheld local tax or as a result of paying local tax to the appropriate tax authority by their due date. 24.3 Payment preference: Set-off rights McDonald would have the right to apply any payment from any master franchise party in such order because McDonald's is independent by any other master franchise party in any amount due to any amount. No master franchise party will have any right to any action against any set of, unrelated, defence or other claims, or McDonald or his affiliate. 24.4 Monitoring. The provisions of this agreement will be proven at all times, to interpret and preserve and maintain the intentions of parties and to cover the untrete a legal and economic transaction which is personal to master franchise parties. For the purposes of any transfer, assumption, rejection or cancellation of this agreement, the agreement contains a same legal and economic transaction and a non-severable agreement in which one is related to a valid and economic transaction in which a transfer able, duty, assignment, rejection or cancellation is provided, however, nothing is provided with it. An entry by shall establish that any transfer, assumption, rejection or cancellation (applicable) is valid under applicable law or this agreement or shall establish a waiver of any provision of this agreement, including, to no extent, Section 21.2. To the extent above, if any provision of this agreement is incorrect, ineffectual or ineffective for any reason, such situations will not create the effect of such a provision in any other case or circumstances incorrectly, or Any kind of requesting sins provide to make false, ineffective or inactionable to any extent. If any clause of this agreement is set to be wrong, in imbretue or to an extent unviable for any reason, such provision will only be done in such a region and in any other area, case or circumstances. 24.5 approvals for providing, or inefficiently, such as providing, or effectively providing, or providing any other in any other area to any extent wrong, inefficient, or inefficient. Unless any different criteria are clearly required in this agreement, whenever any action in this agreement is subject to the advance approval or consent of McDonald, its approval or consent is based on its acceptance or consent based on it in its voice or business decision practice or its assessment of the best interest in its system and/or franchise program as a whole. Master Franchise will give a timely written application for any approval or consent, and such approval or consent will be evidenced by a signature by an officer of McDonald's. Any approval or consent may be subject to such circumstances to be given on a proper or test or temporary basis. 78 24.6 discounts. Any party of this agreement may increase the time for the performance of any other party's responsibilities or other operations; or (b) forgive compliance with any of the other party or circumstances agreement for such party responsibilities, other than such extension or waiver is set out in a device in writing signatures by such obligations to be committed. Any waiver of any term or condition shall not be established as a violation of any resulting content or waiver of the same term or condition after the exemption, or waiver of any other term or condition of this agreement. Failure of any party's harito will not establish any rights waiver to claim any rights. All rights and remedies under this agreement exist in total, and are present under this agreement or with any rights or treatment under applicable law. Any right or treatment shall not, or otherwise, prevent a specific claim or employment of any other appropriate right or treatment. 24.7 Benefits of this agreement. The agreement is binding on the parties, Harito and their concerned yacoturus, administrators, heirs, permission transferees and successors in interest. The agreement will be provided to any permitted transferee, McDonald's, its affiliates and licensees in 15 and 21 and in mcdonald's parties. McDonald's Corporation plans to take advantage of a third party of McDonald's responsibility by any master franchise party under the deal. 24.8 counterparts. This agreement may be implemented and delivered One or more counterparts, and harito in separate counterparts by different parties, each of which will be taken with each other and one in which the same agreement will be established. 24.9 Custom performance. The gaining owner and every master franchise party acknowledges and agrees that any violation of sections 7, 8, 11, 15, 16, 18 or 21 will cause McDonald's irreversible injury for which the damage may not be appropriate, and that McDonald deserves injured relief Safety measures or any treatment may be available, whether adalication or additional admonition, and may be provided by the jurisdiction authorized in the exercise of its power, especially such relief, or by any other government authority court, to enforce the obligations established therein. Any and all notices required under this agreement or shall be permitted and personally accepted, sent by the internationally recognizable night delivery service, or sent by fax or electronic transmission (confirmation sent by international e-mail With a copy of) The following related addresses or fax numbers or e-mail address until a different address or fax number is nominated by a written notice to another party: If for McDonald; McDonald's Latin America, a McDonald's 60523 American attention : UK Telephone General Advice: (630) 623-6255 Fax: (630) 623-7012 79 With a copy: McDonald's Corporation 2915 Javary Blueprint Ok Brook, Illinois 60523 USA Attention: General Salah Telephone: (630) 623-3373 Fax: (630) 623-0497 If according to an MF subordinate agency: Master Franchisee, for owner entities or beneficial owner if 1 is described in the exhibition: c/o Forrestel Limited Company 1221 Braccal Avenue #1170 M.A. USA, Florida 33131 Attention: Carlos Herandes Telephone: (305) 961-2840 Fax: (305) 961-2844 With a copy: Greenburg, P.A. 1221 Braccal Avenue, Florida 33131 Note: Peterkia Mandes Cambo Telephone: (305) 579-0766 Fax: (305) 579-0717 Notice this party will be notified at its highest current business address or telecopy number or e-mail address in which the informed party has been notified. Any notice will be given to the first, or next business day of the receipt, after being sent by fax, electronic transmission or night delivery service. Business day, for the purposes of this section, will mean a day other than a week, Sunday or other day in which commercial banking entities are authorized or required to close in the area in which the required recipient of notice sits or, McDonald's State, United States. 24.11 Survival Paying master franchise responsibilities Due to McDonald's responsibilities and responsibilities in parts, the amount swells 5, 7,9 (only to the extent provided in it), 7.14, 15, 16, 17, 18, 20, 23 and 25 will survive in the end or end of the agreement. 24.12 No third party beneficiaries. Otherwise, there is clearly no agreement, nor will anyone be deemed to provide any rights or treatment on a party's harito. McDonald does not guarantee that such obligations have been imposed or applicable to any other McDonald's franchise or any McDonald's restaurant. 80 language 24.13. This agreement is entered into English. If a translation of this agreement is required in any other language or required for any reason, it is considered that in all cases, the interpretations of the agreement will be included, english text controls. 24.14 Criminal or Civil Penalties. No party will be involved in any activity that exposes any other party at risk of criminal or civil penalties under applicable law. 25. Governing Law and Arbitration 25.1 Governing Law. The agreement will be made by the important laws of the State of The United States of Illinois, united states, without giving effect to the rules of conflict of law. To the extent that it could be applicable, the parties agreed to exclude the un convention request on agreements for international sales goods. 25.2 International Arbitration. 25.2.1 Parties agree that any dispute, dispute or claim amounts, any dispute or related to the agreement, including, to no extent, any dispute regarding its accuracy or its elimination, or (each conflict) relating to it, finally before a tribunal of arbitrates, enforced by the International Court of Arbitration in Illinois, Chicago The International Chamber of Commerce (CIA) will have to influence the time of arbitration as per the arbitration (CIA rules), besides it can be revised or contracted by parties. Mediation will be in Chicago, Illinois. Despite anything contrary to this agreement, the arbitration provisions set out in this agreement, and any arbitration held the Taharionder, will be specifically organized by the Federal Arbitration Act, title 9 in the exclusion of any state or municipal law of code arbitration of the United States. 25.2.2 will be held in English language Nevertheless, any Arbitrating party can present testimony or documentary evidence in any other language; provided that this Arbitrating party is also farnahasa to submit such evidence, at its own cost, to other Arbitrating party or Arbitrating parties, as applicable, to translate such testimony or evidence into English. 25.2.3 in the event There are two parties to the dispute, each party arbitration (each arbitrating party) will designate a mediator, obtain approval for such nomination, and such nomination sine die and the other after the arbitrating party and their approval is delivered within 30 days of the arbitration application. An Arbitrating party at the event fails to designate an arbitrating party or report such nomination. Arbitrating parties will use appropriate best efforts to agree on a third mediator within 40 days after 81 delivery of the request for mediation. If the parties of Arbitratng do not agree to the third mediator within this time, then two arbitratras shall then designate the third mediator appointed as per the above provisions and notify the Arbitrating parties and ICI in the form of such nomination in writing within 15 days of their appointment. If the first two designated arbitratras failed to designate a third mediator or notify the CIA of this nomination within that time, then the third mediator will be appointed by the CIA within 15 days of receiving such a request at the request of the Arbitrating party. The third mediator will work as the chairman of the court. 25.2.4 Two Arbitrating parties are more than failed in the event: (a) One for one for the purposes of the arabatating parties to select a Petatoonaning party and one of the defending party arbitratras For one for one for one that I will try to group, it is understood that the Arbitrating parties (b) the Petatoonaning Party and the Defence Party each nominated a mediator Receive the acceptance of such nomination of its candidate, and provide written information to accept such nomination and arbitrating parties within 30 days after the application for mediation is delivered. (c) Arbitrating parties will use appropriate best efforts to agree on third mediator within 40 days after the application for mediation is delivered. In the case that arbitratng parties cannot agree to a third mediator within this time, then according to clause (B), two arbitratras shall designate the third mediator appointed and notify the Arbitrating parties and ICI in writing of such nomination within 15 days of their appointment. If the first two designated arbitratras fail to designate a third mediator or notify the CIA of this nomination within that time, then, at the request of any Arbitrating party, the third mediator will be appointed by the ICI within 15 days of obtaining such a request. The third mediator will work as chairman Court. (d) If it would not be possible to form a Petatoonaning Party or a Defence Party, as the case may be, or if the Patatooning Party or the Defence Party, the case may be, fails to select a mediator as per clause (B), then, according to Article 10 (2) of the ICC rules, IMAY can appoint every member of the court and appoint them. One of them has to work as chairman. 25.2.5 Each member of the court will be licensed to act in the United States of America and will be fluent in English. 82 25.2.6 Agrees with each party that it will explore the civil process in accordance with the United States federal rules, including the inter-rogetoris in writing not limited to their positions on oral examination and response. 25.2.7 Agree to present parties for the purposes of implementing the agreement (A) for arbitration for the special personal jurisdiction (l) of the state and federal courts sitting in Chicago; and (b) to apply a judicial authority for interim or conservative measures in accordance with Article 23 (2) of the ECE Rules; and to take the non-exclusive jurisdiction of such courts before the court For the purposes of getting decisions on the award made. 25.2.8 for purposes of the process that are not organized in the United States to serve by parties that are appointed (j) by ct corporation section 25.2.7, in which an office maintains 208 South Lasalle Street, Suite 814; Chicago, Illinois, act as its agent or to get other legal service to the saman. For the purposes of each of the parties, the process is requested by mailing of the copy by mail registered or verified to the endeger (l) of section 25.2.7, ticket prepaid, return receipt, for each party at such address in section 24.10. Anything in this section permitted by applicable law will affect the right of a party to serve the legal process in any other way. As per Article 25.2.9, Article 23 (2) under CIA rules, parties can be applied to the authorized judicial authority specified in section 25.2.7 for transitional or conservative actions. Such interim or conservative measures would not be considered a waiver of this agreement to arbitrate a party's request for this judicial authority. 25.2.10 The court award will be performed or paid immediately (as the case may be), free and clear of any tax and cut, and any expenses, fees and tax incidents allowed by the law to implement this award, to the fullest extent permitted by the law, such enforcement can be charged against the Arbitrating party. McDonald's request that an award be paid in the uninterests of the master franchise, which will lead to the transfer of such equi interests against the party against whom the award is entered, for which McDonald's fair market is based on the price in which the tribunal and master are appointed by the franchise. Register such a transfer to his books; McDonald's is provided that McDonald will first provide written notices of such elections to allow franchise and master franchise stoking in which there is no less than 30 days, instead opting to pay the award in Mac. Any award will include interest from any loss date, and will be fully paid from the date of this award, in the rate set by the court. 25.2.11 allows parties to be legally appealed, or to review the award of the court by any court. 25.2.12 When an arbitration request has been made on a contract relating to a party (as stated in THE LAWS of the ICI) in connection with which arbitration proceedings in connection with a legal relationship are already linked to each other under the same or 83 other relevant agreements (one already pending further), any party may be requested in such a related agreement Claims (new claims) present in the request for arbitration may be included in the already pending proceedings. If a party of the relevant agreement requests such before references (as stated in the CID rules) have been signed or already approved by the ICI in pending proceedings, accordingly, under Article 4 (6) of the CIA. If a group in the relevant agreement requests that the already pending forward ing- age has been signed or approved by the CIA, accordingly, under Article 19 of the ICI laws, the court already in pending proceedings will determine whether the new claims in the already-determined proceedings are To avoid doubt, two or more arbitration proceedings can be done under this section according to the section under which subjects 4 (6) or cid rules, even if such arbitration proceeding parties do not have the same. 25.2.13 May be required by applicable law or court order, agrees to maintain confidentiality as all aspects of any arbitration to parties, including its existence and outcomes, besides preventing any party from disclosure information that such parties may be subject to the purposes of their action. Agree to obtain the contract of arbitratras to secure the privacy of arbitration. 25.2.14 These parties have clearly announced that they have jointly decided to enter into this arbitration pledge so that they will take advantage of the alternative dispute resolution mechanism. 25.3 limits. In addition, any dispute adhering to or relating to any connection or any related dispute or any related agreement or parties due to non-payment of Mac franchise or its affiliates shall be stopped unless one Within two years of its date the process is starting to complain the party knew or should know about the facts such a claim increased. 25.4 Special losses. In addition, the master inthe franchise in addition to the responsibility of the master franchise, as well as to malign the parties in accordance with Section 20 and to make claims against any other party for trademark or any other intellectual property or any unauthorized use or any confidential information in the make of claims, claim for any liability by McDonald and any other party or any other party. Any similar damages against, moral, exemplary or otherwise, agree that, in the case of a conflict between or between parties, any party will be limited to claiming fair assistance and any actual damages that sustain it. 26. Confessions 84 26.1 Evaluation and advice. Master Franchise, each MF subsidiary, every owner institution and beneficial owner acknowledge that everyone has read this agreement, that everyone has had the opportunity to assess this agreement and will be advised by its rights and financial, tax and business advisers that the possibilities, price and risk of considering the oath by this agreement. Master franchisees, mf subordinates, to understand every owner's institution and beneficial owner and maintain the conditions, conditions and conditions and high quality of service included in this agreement as appropriately necessary and to secure as their quality of service in all franchised restaurants and to secure the reputation of the system and trademarks. 26.2 Independent Investigation Master Franchise, each MF subsidiary, every owner's organization and beneficial owner has acknowledged that each of them has conducted an independent investigation of business venture considerations by this agreement. Master franchise, every MF subsidiary, every owner's organization and beneficial owner have recognized that the project includes business risks and the success of the project depends mostly on their relevant business capabilities. McDonald's clearly owned hardware, and master franchise, each mf subordinate to the institution, every owner's institution and beneficial owner, has recognized that none of them are achieved or depended on, as a guarantee, express or dependent, income, profit or business venture success. Master Franchise, each MF subsidiary, every owner's organization and beneficial owner has recognized that none of them has found any representation of McDonald, any of its affiliates or any of his relevant officers, directors, employees or agents, except with him or clearly appointed in the purchase agreement. Each party acknowledges that in all cases, such party officers, directors, employees and agents are not in the capacity of a representative and not in any individual in all cases regarding this agreement and related agreements. 26.3 No broker. Master franchisees and every owner's organization acknowledge that none of them have used a broker to obtain master franchise rights or master franchise business. 27. Full contracts/amendments 27.1 whole contracts. Each of the parties wants to explain such party contracts and related agreements all the terms of such party business relations that each other wants to admit and warrant. Any of the parties wishes to enter into business relations with other parties, in which any terms or obligations are allegedly subject to verbal statements or in which verbal statements are used as the basis for presenting their rights and responsibilities. Accordingly, each party agrees that the agreement and related agreements and any other device hanged Kontamparunously and cancelled any advance and/or contemporary talks in connection se i.e. (i) Any MF subsidiary, every owner institution, beneficial owner or any one working on his or her side, on the other hand, in which agreement, representation, info-umants, promise or understanding (or equal to such terms) can be taken up in terms of relations between 85 parties and agrees with each party to limit the totality of the above Without acknowledging parties and agreeing that no promise has been made to offer franchise rights or franchise rights, mac franchise, an MF subordinate entity, every owner entity or gainful owner, and the offer of such franchise rights or franchise rights will come into being, implementation through a separate write-up, an officer giving such rights 27.2 amendments. Otherwise, any change, amendment, amendment or waiver of the agreement will be effective and bound by any party, including customs, use of trade, or course of dealing or performance, when Even if it is in writing, especially in an amendment identified as Harito and authorized by each parties" in Harito as "86, the parties have hanged it completely and have written this agreement for the first time. McDonald's: Master Franchise: McDonald's Latin America, Name by LLC Submitted/s/Maria Legte: Maria Legte Name: Title: Latin America General Counsel & Assistant Secretary Title: Owner: Dutch Copo: Arachaus Dorados B.V. Arkaus Dorados CO u.a. By Name: Name: Title: Parent: Beneficial Owner: Arkaus Dorados Limited, Las L'Orealas, Limited by Name: Title: Master There is agreement among the parties in which Harito has implemented the agreement fully and has already written this year and above. McDonald: Master Franchise: McDonald's Latin America, LLC, by LLC (Allelabi Signature) Name: Name: Title: Owner: Dutch Copo: Arkaus Dorados B.V. Arkaus Dorados CO U.A. By Name: Name: Title: Parent: Beneficial Owner: Arkaus Dorados Limited By Name Of The Name Of Las L'Aorelas, Ltd. Name: Title: After his testimony, the parties have completely hanged the agreement and its harito has already written above all. McDonald's: Master Franchise: McDonald Latin America, LLC, by Name, LLC. Name: Title: Dutch Copo: Arachaus Dorados B.V. Arkaus Dorados CO U.A.a. by/s/(Allelabi Signature) Name: Name: Title: Trust International Management (T.I.M.) B.V. Managing Director Title: Trust International Management (T.I.M.) B.V. Managing Director Parent: Gainful Owner: Arkaus Dorados Limited By Name Of The Name Of L.S. Lawrellas, Ltd. Name: Title: After His Testimony, The Parties Have Completely Hanged The Agreement And Its Was Already Written Above By Haritto. McDonald's: Master Franchise: McDonald Latin America, LLC, by Name, LLC. Name: Title: Owner: Dutch Copo: Arachaus Dorados B.V. Arkaus Dorados CO U.A. By Name: Name: Title: Parent: Beneficial Owner: Arkaus Dorados Limited by Laus Laorelas, Ltd./s/Forest by Staten's/Woods Staten Name: Name: Title: Master Franchise Agreement Arkaus Dorados Argentina S.A. Name (Allelabi Signature) by: Title: COMPAÑIA DE Inversavanas Injebes (C.I.I.) s.a. (Allelabi Signature) Name: Title: Arkaus Dorados Comerkao de Almantaus Hung. (Already known as McDonald's Comerkao de Alamantaus Dalada) By (Allelabi Signature) Name: Title: Comerkao DE Almantaus as Hung. By (Allelabi Signature) Name: Title: Arkaus Dorados Restaurants de Chile, Hanga. (Already known as McDonald's De Chile LIMITEDADA) (Allelabi Signature) Name: Title: Master Franchise Agreement Aarkaus Dorados Caribbean Development Corporation (already called McDonald's Caribbean Development Corporate) by Allelab Name: Title by (Allelabi Signature) Name: Title: Golden Aark Development Corporation (Allelabi Signature) Name: Title: Management Development Company (Alleable Signature) Name: Title: L.A.S.R. Name (Allelabi Signature) by: Title: Management Operations Company (Allelabi Signature) Name: Title: Franchise System De Columbia Hung. Name (Allelabi Signature) by: Title: Master Franchise Agreement Aarkaus Dorados Colombia Hung. Y COMPANIA expression is known as EN COMANDITA banks (already hanging franchise system de Colombia. Y COMPANIA Expression en COMANDITA Banks) by (Allelabi Signature) Name: Title: Arkaus Dorados D DE Costa Rica ADCR (already known Asarvakoe DE Almantaus DE Costa Rica, S.A.) By (Allelabi Signature) Name: Title: Arakgold del Ecuador S.A. (Allelabi Signature) Name: Title: Arkaus Dorados Keverasun en Maximimco (formerly known as McDonald's St. Marteen and Konkoh, N. Maximimco) By (Allelabi Signature) Name: Title: Master Franchise Agreement Arkaus Dorados Arobot en Maximimco (already known as McDonald's Arobot, N. Maximimco) By (Allelabi Signature) Address: Title: French Guinea Restaurant System (Allelabi Signature) Name: Title: By The Restaurant System of Guadeloup (Allelabi Signature) Name: Title: By Martink's Restaurant System (Alleable Signature) Name: Title: Arkaus SERCAL Korpuratavo, SD R.L. Dc.V. (already MKorporatavo de Mexico) By (Allelabi Signature) Name: Title: Master Franchise Agreement Arkaus SERCAL de Mexico, S.A. d.C.V. (Already known as McDonald Mexico R.L.L.D.C.V.) By (Allelabi Signature) Name: Title: Almantaus Cantallazadas de Mexico SD R.L. Dc.V. By (Allelabi Signature) Name: Title: Cervekaos Almantaus Cantallazadas de Mexico, SD R.L. (Allelabi Signature) By D.C.V. Name: Title: Arkaus SERCAL d.C.V. (Already known as MDC INdand Mexico, SDRL.D.C.V.) By (Allelabi Signature) Name: Title: Arkaus Dorados PANAMÁ, S.A. (Already known as McDonald Sastamys de Panama, S.A.) By (Allelabi Signature) Name: Title: Sastamias MCOPCO PANAMÁ, S.A. By (Allelabi Signature) Name: Title: Master Franchise Agreement Al Dourido-Mac, S.A. By (Allelabi Signature) Name: Title: Oparakaunas Arkaus Dorados de Peru S.A. By (Allelabi Signature) Name: Title: Arkaus Dorados Puerto Rico, Unc. (Already known as McDonald's System de Puerto Rico, Ltd.) By (Allelabi Signature) Name Address: Gávkaata de Bridge S.A. By (Allelabi Signature) Name: Title: Arkaus del Sir S.R.L. By (Allelabi Signature) Name: Title: Almantaus Arkaus Dorados de Venezuela, C.A. Name of (Allelabi Signature) Title: Master Franchise Agreement Compañia and Corinthians of Almantaus, C.A. By (Allelabi Signature) Name: Title: G.R.A. (Allelabi Signature) Name: Title: Master Franchise Agreement Exhibition 1. Arkaus Dorados Argentina S.A. (already known as Arkaus Dorados S.A.), an expression anomia (corporation) established a Mapu 1210, 5th floor, Buenos Aires, Argentina. 3. Arkaus Dorados Komrakao de Almantaus hung. (Already known as McDonald's Comerkao de Alamantaus da'da.) Alameda, an unofficial (company) has been established under Brazilian laws with its principal office in amazon river 253, Al-Pahavelli Industrial, City Barueri, state of Sao-Paulo, Brazil. 4. As The Comerkao de Almantaus hung. A (Company) The Alameda River amazon 113, 2nd floor, Al-Pahavelli Industrial, The City of Sao-Palu, was established under Brazilian laws with the state of Brazil. 5. Arkaus Dorados Restaurants de Chile hung. (already known as McDonald's De Chile Leakoda), a limited liability company, established under The Rules of Chile, with its principal 4499 office, Piso 5, Santiago, Chile. 6. Arkaus Dorados Caribbean Development Corporation (already known as McDonald's Caribbean Development Corporation), a corporation established under the laws of 2711 Cantwally Road, Suite 400, Wellington, Malware 19808, With its principal office in the United States. 7. Franchise System de Columbia Data., an expression co-located under Columbia laws with its principal office in Komerkaal (Company) Pass Province No. 108-58, Golden A, 6th Floor, Bogto, Columbia. 8. Arkaus Dorados colombia hung. y COMPANIA Expression en Comandita Banks (formerly known as Franchise System de Columbia Dhanga. y COMPANIA Expression en Comandita Banks), an expression co-established by The Comerkaal (company) with its principal office under colombia rules, has province no. 108-58, golden A, 6th floor, Bogto, Colombia. 9. sarawao de almantaus de costa rica, S.A., an expression established under costa rica rules with its principal office in anomia (Corporation) Urbanimation Turnon, in Adafakao ∓ cañas, San Jose, Costa Rica, Fronti al Parquiu del Centro Comercial El Piulo 10. The Arakgold del Ecuador S.A., an expression anomíma (corporation) Pass The República de El Salvador established in 1082 with its principal office under ecuador's laws, Adafakao Mansion Balanquey, Quito, Ecuador. Exh. 1-1 11. Guadeloup's restaurant system, a société equal deeds simplified (simple joint stock company) has been established under French laws with its principal office in Immeumikarab, Route du Raazit 97139, Abimas Sid, Guadeloup. 12. Martink's restaurant system, a société equal deeds simplified (easy joint stock company) is established under the laws of France with its principal office at the Center d'Affaires Willino, in which, 97200 Fort de France, a. 13. MDC Injebes de Mexico, SD R.L. D.C.V., an expression de responsabaladada limited responsibility company, with its principal office at The Conjunto Plaza Marin, Set up under Mexican laws, Antonio Dojmem No. 75-3er Piso, Colonel. Loomas de Santa Phe,

Delegacion Alvaro Obregon, Mexico, D.F., c.p. 01219 Mexico. 14. Mexican restaurant Atal, Inc. A corporation established under the laws of The Law of Malware, did not register as a branch in Mexico with its principal office, with its main office, The Printice Hall Corporation System, Incorporated, 2711 Cantwally Road, Suite 400, Wellington, Deaelwar 19808. 15. Arkaus Dorados Korputavo Mexico, SD R.L. D.C.V. (Already known as McDonald Korputavo Mexico, SD R.L. D.C.V.), an expression of responsabilidad limitada de capital variable Capital Limited Liability Company, established under Mexican laws, with its principal office at The Conjunto Plaza, Mexico, Antonio Dojminj No. 75-3er Piso, Colonel Loomas de Santa Phe, Delegacion Alvaro Obregon, Mexico, D.F., C.P. 01219 Mexico. 16. Arkaus Dorados Mexico, S.A. d.c.v. (Already McDonald's Mexico, S.A. d.c.v.), an expression of the Anonymous de Capital Variable (Variable Capital Corporation), established under Mexican laws, with its principal office at the Conjunto Plaza Maryin, Antonio Doi Jimen No. 75-3er Piso, Colonel. Loomas de Santa Phe, Delegacion Alvaro Obregon, Mexico, D.F., c.p. 01219 Mexico. 17. Almantaus Cantallazadas de Mexico S. D.R.L. de C.V., an expression de responsabilidad limitada de capital variable (Variable Capital Limited Liability Company), established under Mexican laws, with its principal office at The Conjunto Plaza Maryin, Antonio-3er piso, 75 Colonel. Gamem de Santa Phe, Loomas Alvaro Delegacion, Obregon, Mexico, d.f 01219 Mexico. 18. Sarvakaos Almantaus Cantallazadas de Mexico, S. D.R.L. de C.V., an expression de responsabilidad limitada de capital variable (Variable Capital Limited Liability Company), established under Mexican laws, with its principal office at Con Jittha Plaza Maryin, Antonio Doi Jimen No. 75-3er Piso, Colonel. Loomas de Santa Phe, Delegacion Alvaro Obregon, Mexico, D.F., c.p. 01219 Mexico. 19. Arkaus Dorados Panamá, S.A. (formerly known as McDonald's Panama, S.A.), an expression anonima (corporation), established under the laws of Panama, on Ferrier & Remares, Offra Tower, Semoel Lewis Avenue and 54th Street, Obarao District, Panama City, Panama. Exh. 1-2 20. Sastimas m Co Panama, S.A., an expression anonima (Corporation), established under the laws of Panama, with its principal office in Alfaro, Ferrier & Remares, Offra Tower, Semoel Lewis Avenue and 54th Street, Obarao District, Panama City, Panama. 21. El Dorido-Mac, S.A., an expression anonima (corporation), established under the laws of Panama, with its principal office in Alfaro, Ferrier & Remares, Offra Tower, Semoel Lewis Avenue and 54th Street, Obarao District, Panama City, Panama. 22. The Oparakaunas Arkaus Dorados de Peru S.A., an expression anonima (corporation), has been established under the laws of Peru, with its principal office in Pass Ingamaus Avasti No. 1200, Meeraradi, Lama. 23. Arkaus Dorados System de Puerto Rico, Inc. (already known as McDonald's System de Puerto Rico, Inc.), is a company in which The Commonwealth of Puerto Rico rules, inc. /co FGR Corporate Services, Inc. /co FGR Corporate Services, Inc., BbV Tower, 8th Floor, 254 Muñoz Rivera Avenue, San Juan, Puerto Rico 00918. 24. Golden A.K. Development Corporation, a company established under the laws of the State of Malware, with its principal office in the Printice Hall Corporation system, Incorporated, 2711 Road, Ste. 400, Wellington, Malware 19808. 25. The Gookahakade de Bridge S.A., established under an expression anonima (corporation) In The Laws of The U.R., 415 with its principal office, Piso 5, 11000 Mont Video, Yuragoe, 27. The Administrative Development Company, a company established under the laws of the State of Malware, with its principal office in the Printice Hall Corporation system, Inc., 2711 Road, Ste. 400, Wellington, Malware 19808. 26. Almantaus Arcaus Dorados de Venezuela, C.A., compañía anonima (company) established under the laws of Venezuela, pass Francisco Sulano Lops con Sharia negaran, Centro Anakhasa Sana Grand, Piso 19, Karace 1050, with its principal office in Venezuela. 29. C.A. de Compañía anonima (Company) of Compañía, Compañía anonima (Company) has been established under the laws of Venezuela. golden disaster sana grand, Piso 19, pass Francisco Sulano, Caracas 1010, with its principal office in Venezuela. 30. The Garancia, C.A., compañía anonima (company) has been established under the laws of Venezuela, with its principal office in Venezuela, Golden America, PH-B, Belo Monti, Caracas, Venezuela. 31. The loga co. The State of Malware has been established under the laws of, with its principal office, the Printice Hall Corporation System, Incorporated, 2711 Cantwally Road, Suite 400, Wellington, Malware 19808. Exh. 1-3 32. Management Operations Company, a company established under the laws of the state of Malware, with its principal office, Prence Hall Corporation System, Incorporated, 2711 Road, Ste. 400, Wellington, Malware 19808. 33. Arkaus Dorados Arobin Maximinco (already known as McDonald's Arobin Maximinco), a company established under the laws of Arobinia, Beatrastar 36. With its principal office in Aaruba. 34. French Guinea restaurant system, a company established under french laws, With Its Principal Office in The Ravand Point Mirza, Route de la Madeleine, 97300 Cani, French Guinea. 35. Arkaus Durados Konkoh en Maximinco (already known as McDonald's St. (Netherlands) and Konkoh en Maximinco), a company established under the laws of holland antilles, with its principal office in Frontstreet #78, Philipsburg, St. (Netherlands). Exh. Exhibit 1-4 2 appreciates the following terms, when used in this agreement, will mean the following: Action means any claim, action, suite, demand, action or investigation by or before or before any government authority or any other person. He said that adjusting the fair market price has been set in the sense of the fair market value date as per section 21.7.1 (d) as described in Section 21.7.1 (e). Attachment means, in connection with a particular person, any other person is directly, or indirectly, controlled by one or more central, control, or is under general control with such a specific person. The meaning of the agreement is stated in the tamamheed. Already pending proceeding Meaning semated in section 25.2.12. The anti-terrorism laws mean that the executive order has been issued by the President of the United States (or any successor order), by providing necessary tools to unite and strengthen the United States (the United States Patriot Act) 2001 (or any successor legislation) and all other existing and future federal, state and local laws, rituals, rules and regulations, lists, Orders, orders and any other requirements relating to terrorist acts and operations addressing any government authority Applicable law of war means all existing and future laws which include anti-terrorism laws, rules, rules and regulations, laws, agreements, codes, regulations, permits, certificates, orders, licences and any kind of concession. On the side, or one of which has been included by the government authority. The approved shutdown means that any proposed of a franchised restaurant approved by (a) McDonald's, such approval is not being compensated, it is understood that (in) a shutdown is appropriate that in light of the use of the relevant real estate in the operation of McDonald's restaurant, any possible use of such real estate, shall be set by without; and (ii) shall not be considered inappropriate by McDonald to approve any closure, if McDonald's believes reasonably that such closing or relevant real estate (or contracting of a related site) is presented in connection with or used with a competitive business; (b) a government authority The result of condemnation of the relevant premises by; Or (c) the result of a franchised restaurant opening in the same commercial area with the opening overall sales and menu capacity. The approved supplier means set out in section 9.1.2. Exh. 2.1 Arbitrating Party means that section 25.2.3 is stated. The asset means any right or property of any kind, whether genuine, personal or mixed, and whether it is solid or infel, including capital stock. Attributable indebtedness means, at any date, (a) in terms of any capital lease of any person, the amount of capital that would appear on such a balance sheet of a person which is prepared as such date, and (b) in respect of the liability of any artificial lease, the amount of capital of the balance lease under the relevant lease is the amount of the payment of the remaining lease under such lease. A balance sheet of a person appears if such a date is prepared as such a lease was calculated as capital. The base plan will be placed in section 13.2.4. The Base Plan Index means the franchised restaurant (except satellite) (i) needs to open in the base plan (ii) 110% for every three year period starting at the end of opening the second restaurant And the last restaurant ended at the end date of the opening plan. The meaning of a profitable owner will be described in the tamamheed. Beneficiary will mean set in section 21.2.6. Brand building adjusting means any calendar month for which issued franchisees are payable over the period (a) August 3, 2007 August 2, 2017, an amount equal to the US dollar equal to the total sales for the month of such calendar; And (b) August 3, 2017 to August 2, 2022, according to an amount equal to the US dollar of total sales for such calendar month. The meaning of The Brazilian MFA will be set out in section 3.7.1. BusinessDay means a week, Sunday or another day, except for a day on which commercial banking entities are required by law to be authorized or closed in state of Illinois. Lease business facilities means that there is a lease agreement on business and equipment entered into between master franchise and a franchise. Business plan means that there is a comprehensive operating plan in terms of component planning and strategic marketing planning in terms of each area and other such information that may need time from time to time. Call option means that section 21.6.1 is described. The cost of the call option is the meaning described in section 21.6.2. Exh. 2-2 Capital lease means any history of commitment, property, real or personal, the responsibilities of the mismerchant need to be invested on the merchant's balance sheet which is in connection with it. Capital stock means commitment to any person, any and all shares, interests, sandicate or other equivalents (however nominated, whether voting or non-voting) capital stock, partnership interests (whether general or limited), membership interests or all ownership interests issued by which any person. Cash means (a) cash; (b) 365 days or less than the maturity of any evidence of indebtedness or directly or fully guaranteed or assured by the United States or by an agency or its support (provided that the full faith and debt of the United States of America is promised in support of it.) (c) Deposits, deposit certificates, eardallar time submission, and 180 days or less and night bank deposits with a maturity of the bankers' acceptances which are united states Or is regulated under the laws of any state, and the capital, surplus and divided profits in a bank or trust company exceed \$50,000,000 (to a extent non-U.S. Dollar Dinamated, US Dollar Equal to such amount) and, in the case of any financial institution regulated under United States laws, the outstanding debt is a debt that is classified as A (or similar lying equal to) or more than at least one national Statistical classification organization (as stated in Rule 436, under the American Security Act 1933, as amended); (c) commercial paper issued by a corporation with maturity of 365 days or less which is not an affiliation of master franchise and is regulated under the laws of any state in the United States or District of Columbia and standard & Poor's or at least P-1 by Moody's; At least one-1 is classified by and (e) all assets invested in money market funds, one or more of which contains the kind of security (d) described by the above clauses (B). Verification of the equity interests means that the certificate master franchise and every eskarwad mf is adaanaagj all the equity interests issued in the certification form by the subordinate body. The Chief Executive Officer means that section 7.3.2 is stated. The Chief Operating Officer means that section 7.3.2 is in the following section. The claim means any allegation or demand from any person. End date means end date as per purchase agreement. The Inter-Cdorae Agreement describes the meaning of collateral. Collateral agent means Deutsche Bank Trust Company in its capacity as collateral agent under the United States and its interest in its successor, credit contract, Esscru agreement and intercredit agreement. Competitive business means that a person engaged in a QSR business or any person listed under marks or trade names as a time-to-time amendment to 25 on the number listed under or included in the trade names. Exh. 2-3 component planning means business planning for each area, related restaurants opening plan, re-investment planning and franchise plan. Confidential information is meant in section 18.1.1. The estimates mean, as a commitment to any individual and his or her strong institutions, the total amount of the person and his foreign subordinates, as set out according to standards of financial accounting no. 5 and commentary no. 47, accounting for conditional asset retirement obligations (Fine 47), which contains a cost-effective statement on the quality of financial accounting. 143 (or with respect to any successor's quality or interpretation from any of the above). Continued franchise fee means set out in section 5.2.1. Constituent documents mean laws by charter and a corporation, in reference to anyone other than an individual; Statement of eligibility and limited liability partnership agreement; limited partnership limited partnership and limited partnership agreement certificate; or comparable documents of the person organized in another form under applicable law. Control means, in relation to the relationship between two or more persons, ownership, direct lying or indirect or as trustee or wall, directly or because of the direction of their affairs or management Whether owned, trustee or otherwise owned by voting security, or otherwise, including ownership, directly or indirectly, by securities, the board of director's majority has the power to choose or similar body Choosing the affairs of such a person, and through a general traditional franchise transaction with control and general control, means that a franchise or voluntary, anaicher, direct or non-remediated The opening of a franchised restaurant by sale is a franchise of assignment, transfer or other of a franchised restaurant with each of the following features: (i) Master Franchise Owner, directly or indirectly, in fee easy interest (or local equivalent), or leases (or local equivalent) directly or indirectly from the owner of such interest, as such The franchised restaurant is located on which all (ii) master franchises, either directly or indirectly, are built or located in real property such a franchised restaurant that will make material investments; and (iii) the franchise has created or will thus make material investments in franchised restaurants. Copyright means, collectively, copyright, copyright and copyrighted material ownership, directly or indirectly, or related to the development of the Hereafter, ownership, operation, promotion and management of franchised restaurants, including advertising materials, marketing materials, promotional materials, software, scriptures and training materials. The Costa Rican Trust agreement means that the trust agreement, August 3, 2007, and mcdonald's, between Master Franchisee and Costa Rican Trustee Exh. 2-4 According to which the security interests of Rsarvakaos de Almantaus de Costa Rica are held in confidence, S.A. Costa Rican Trustee means Banka Imperata, S.A., as trustee and his successor. Interested, as trustee under costa rican trust agreement. The credit agreement means that the credit agreement, which is by August 2, 2007, and with the owner, collateral agent, santidar investment security, inca and other financial institutions parties. The landlord security documents mean any security document and any LC security document, which is defined in the credit agreement. The Inter-Cdorae Agreement describes the meaning of the landlord collateral. The customer service program means that a program to measure customer satisfaction means one or more of the following (or similar): (a) customer satisfaction hotline; (b) customer survey; and (c) mystery shop visits. The assumption of the loan is the choice that is described in section 21.6.2. The pre-set workout notice means set out in section 21.6.3. The meaning of party defense is set in section 25.2.4 (a). The Dematarayade Equity interests mean that every eskarwad has to do with any document under the Eskarwad MFT which is not a problem Interests in the verification form. The meaning of ip prepared is set in section 15.8. Conflict means that section 25.2.1 is in the following: The controversial amount is the meaning set in section 21.7.2 (b). The controversial amount notice sat out in section 21.7.2 (b) means. The controversial quantity settlement notice means that it is described in section 21.6.8. The unqualified firm means section 21.7.2 (1) The distributors mean that anyone who distributes products and services to franchised restaurants or arranges for such distribution. Dutch Coop means set in the tamamhad. EBIT means that for any period of time, in terms of any person and his or her foreign subordinates, the net income for such time is equal to, plus (a) the extent of the cut in calculating such net income: (in) the interest price for this period. (ii) Federal, State, Local and Foreign Income Tax payable for such period; and (iii) loss from the sale of fixed assets not in the normal course of business and other Exh. 2-5 unusual or non-recurring items; minus (B) such net income, interest income, profit from sale of fixed assets, not in normal business course and to the extent included in the calculation of other unusual or non-recurring items. EBIT DA means, in connection with any person and his or her foreign subordinates, the amount equal to THE EBIT for such a period, plus, the extent of the cut in calculating net income for such period, reduction and aotakaran, such as, is counted according to THE AAP. To avoid doubt, it is understood that for purposes of computing the leverage ratio, any payment relating to capital leases or artificial leases will be considered as an expense in determining the relevant Ebit DA. Ebit Dar means, in connection with any person and his or her foreign subordinates, an amount equal to The Ebit DA for such a period, plus, to the extent in calculating capital, capital lease and artificial lease obligations for such a period. Economic interests will mean participation in the economic benefits of the person's actions to participate in the interest of any kind of economy in any individual or otherwise entitled to the profit or distribution of income of any such person. Effective elimination means that with master franchise rights in all the terms, this agreement and the Brazilian MFA is conditional, which will be presented at the end of the date (a) already set out in a written notice, will be properly satisfactory in the notice form and scope so that the orders affect the request. The master franchise recognises such elimination by McDonald in all such areas; provided such a written notice will be presented only as proof of the master franchise agreement, which does not provide for master franchise rights. Power or effect and that all master franchise parties must eliminate all practice of master franchise rights in consideration by this agreement; and such written notices or its absence will not be in the right to implement all due process to enforce such elimination or elimination of the rights of the owner of the master franchise. (b) The deadline on which the final non-unavailable decision is made (I) The date of dismissal of the agreement is presented in all the terms; and the amount of damages in which McDonald is given. The halt means that no other includes any other exercise with each other's practice of all lenses, transactions, charges, security interests, powers, claims, living, promises, taxis, voting trusts or contracts, obligations, reversions, returnors, restrictions, situations, any restrictions on its title, transfer, use, income or any other form of ownership. The sense of the equiti interest, with respect to any person, is (a) all shares of such capital stocks; (b) all warrants, powers or other rights for purchase or acquisition of shares of such person's capital stock from this person; (c) all security have been changed or changed for any person or shares of powers to acquire warrants, rights or such securities; and (d) all other Exh. The person has 2-6 ownership or profitable interests (including partnership, member or trust interests), whether voting or non-voting, ERISA means that the U.S. Employee retirement income security act as amended as of 1974. . The Yes-scre agent means The Katabink, N.A. and its successor in interest, as the Esskre agent under the Esskre agreement. The Esscre agreement means that the Esscre agreement is listed in McDonald's, Master Franchise, Every Owner's Organization, Esscre Agent, Collateral Agent and other parties, as amended, as of August 3, 2007. The eskarwad constitution documents are the meaning set out in the Essarow Agreement. Eskrowad MF subordinate means that each MF subsidiary is under any MFA held in Mexico, French Guinea, Guadeloup or Martinac. The exercise date means in section 21.6.3. Exercise notice means statement in section 21.6.3. Current franchise means that under an existing franchise agreement one or more mcdonald's restaurants run the current franchise agreement means that a franchise agreement between a master franchise party and a franchise as of August 2007, exclusive of any renewal or amendment. The current master franchise restaurant means that the Master Franchise Restaurant in operation of August 2007. The current royalty means section 5.2.2. Existing Means set out in section 9.1.1. Fair market value means, in terms of a subject business, its fair market price (including all its real estate for shelter) is set in accordance with section 21.7.1, without attributing cash or aximix to such subject business. Fair market price date is the meaning set out in section 21.7.1 (c). Financial investor means (a) Capital International Private Equity Fund, L.P. (b) The Kagpv, L.P., an Island Of Common Island Limited Partnership; (c) The G.P. investment ad, L.P., a limited partnership regulated under the laws of the Cayman Islands; (d) The Heart is a limited partnership established under the laws of South American partner L.P., Ontario, Canada. And (e) A limited partnership established under the laws of The Heart Co-investment L.P., Ontario, Canada. Exh. The 2-7 financial investors agreement means that the financial investors agreement, august 3, 2007 by and between McDonald's and financial investors. The meaning of the financing agreement is described in section 7.1.3. The ratio of the faxed charge coverage means, in terms of any person as any date of detanation, (a) ratio (i) Ebit Dar, Low (ii) division and the profits of such person and his foreign subordinates, four continuous lying on the date of such commitment In any case, (b) principal and interest expense amount for the period of financial quarter, in addition to (ii) capital leases and artificial lease liability in each case for the period of four successive financial quarter lying eliminated by this person and his overall subordinates. The FMVC institution's list is the meaning described in section 21.7.1. The FMV V review notice means set out in section 21.7.1 (d). The following business day convention means, in terms of any day that is not a business day, this is the first day that is the business day. Force Mejivar means wars or war operations, spreadof hostilities (regardless of whether war has been declared), rebellions, revolutions and civil co-moutans. The franchise agreement means set at 11.2.2. The franchised restaurant means that a McDonald's restaurant, including any relevant included McCafe and every initial Lystanding McCafe and every satellite, will be developed by master franchise and/or its franchise in accordance with the terms of this agreement and any applicable franchise agreement and in compliance. Franchise means set at 11.1.1. The franchise approval process is stated in 11.1.1. The franchise plan means, in terms of business planning for any area, explain the plan to be launched with the franchise in such an area during a specific period of planning. Franchise principles, policies and instructions mean principles, policies and instructions And its affiliated organizations have branded points of restaurants, McCafes and other McDonald's, as amended from time to time in connection with the grant of franchises for distribution. The French term is described in section 4.1. Frisstanding McCafe means any McCafe except an added McCafe. Financial assistance of funds means, as per any date, in connection with any person and his or her foreign subordinates, the following (without any disruption) is set according to the AFP. 2-8 (a) obligations, determinant, notice, loan contracts or other similar instruments for the amount of loan and all obligations by evidence; (b) any direct or indirect obligations administered under the use or trading lines of credit (except credit letter), the banker's acceptances, bank debts, pledge bonds and similar instruments; (c) any recables attributed to the facility indebtedness. (d) the net obligations of the person under any swap agreement; and (e) indebtedness (except for prepaid interest thereon) being purchased by the person entitled to property ownership or such (including the liability adhering to the conditional sale or other title retention agreement), whether or not such indebtedness is assumed or limited by the person. IS. APA means (a) in the case of master franchise, generally accepted accounting principles in the Us; And (b) in terms of another person, generally, accounting principles are accepted in such jurisdiction, in which time to time is double-checked in each case. Global Supplier means set in section 9.3. Global training standards mean that global training standards can be approved by McDonald's in accordance with the Global Training Alignment Strategy, as amended from time to time. Government authority means the body of any federal, provincial, state, regional or local government, any government, regulatory or administrative authority, agency or commission or any court or court or arbitral in any applicable area or other jurisdiction. The Gropa IP means that the process of improving McDonald's Global Restaurant operation has been changed as effectively as August 3, 2007, as it can be modified in place or time by McDonald. Overall sales means, context may be required as in terms of any or all franchised restaurants, master franchise or all revenue of any franchise, as applicable, as such, attributed to such franchised restaurants to sell by such franchised restaurants, whether such sales cheques, cash, credit, charge accounts, debit cards, exchanges, gift cards And certificates or otherwise, goods, and trade, food, drinks and all kinds and nature, promotional or otherwise, and have been performed from such franchised restaurants, and in partnership with the amount of all orders taken to franchised restaurants, Such orders fill with franchised restaurants or any other place. In terms of any franchised restaurant sei will not be involved in selling the trade for the overall sale for which cash has been refunded, it is provided that such sales will be included in such a total sale. In connection with any franchised restaurants, the overall sales will be cut which will return to the exchange to customers, provided that such return trade will already be included in the overall sales, and further provides that the sale price of the trade exh. 2-9 will be included in such aggregate sales provided to the customer on the exchange. In terms of any franchised restaurant, the total sale will not include any sales, service, price added or other similar amount of tax provided by a local, foreign, federal, state, municipal or other government authority, which is actually collected from customers and paid to master franchise or applicable franchise in this government authority. Each charge or sale on credit will be treated as a sale for the full price in the month during which such charge will be sold or, regardless of the time when the master franchise or applicable franchisee will get payment (if completed or partial). The Guaranteeresponsibility means, as any person, (a) liability, or otherwise, any liability in such person or any other person (basic oblogavar) by any other person or guarantees any other liability or formable by any other person has the economic impact or in any way, whether directly or indirectly, and any such person, directly Or indirectly, (i) providing funds for buying or paying, (ii) the purpose of buying or lease of property, security or services to assure the obligation or performance of such liability or payment or performance for, (iii) working capital, economy capital or any other financial statement or to maintain the cash flow of the lqtdy or initial oblogawar so that the basic oblogav is so (iv) to protect such inabily against or in part to cause liability or other liability to be made in connection with liability or other liability of its payment or performance in any other way or (v), or (b) any privilege or other liability of any other person reserved or otherwise such liability or other liability is assumed by such person or not. Amount of any warranty liability shall be considered to be equal to the amount stated or unrelated to the basic liability, or its share, in which such warranty liability is made or, if not said or unrelated, more reasonably lying expected The man who guaranteed him with respect , set in good will . The term guarantee of function means a relative. The Hembarger University License Agreement means the license agreement, dated August 3, 2007, in terms of certain matters related to the operation of The University of Hembarger (Sao Paulo). ICI means that section 25.2.1 is in the THE ICI laws mean that section 25.2.1 is stated. 'McCafe' is a McCafe that is fully included in McDonald's restaurant premises. Indebtedness means, at a particular time as any person, without any disruption, all of the following, whether or not included in accordance with the indebtedness or obligations: Exh. 2-10 (a) all the responsibilities of the person by loan and proof, determinant, notice, loan contracts or other similar instruments by all such person obligations. (b) all direct or such obligations of the person born under the credit lines (including the ready and commercial but, in case of master franchise, except the credit letter except the limit of any amount made), the banker's acceptances, bank debts, pledge bonds and similar instruments; (c) the net obligations of the person under any sup agreement; (d) liability (This is being purchased by the property property or such person (including conditional sale or other title retention agreements) except for prepaid interest on it) whether or not such indebtedness is assumed or limited with the person. (e) The liability attributed to capital lease and artificial lease obligations; (f) off balance sheet obligations; (g) obligations in regard to the interest of such person; (H) attributed any reliability to any reliability facility. (I) ANY REFUND OBLIGATION IS DESCRIBED AS SUCH AS SUCH AS THE TITLE AS NAME IV ERISA; And (J) all the warranty responsibilities of the person who is in any of the above mentioned connections. Indemanati meaning is set in section 20.2. The indeminer is set in the sense of section 20.2. The initial MFR fee means that section 5.1.1 is set out. The initial SFR fee means set out in section 5.1.2. Initial franchise fee means set out in section 5.1.2. International franchise royalty means, as a history of any commitment, the continued franchise fee area and the majority of McDonald's restaurants run by franchisees outside the United States apply. Early Frisstanding McCafes means that every Frisstanding McCafes is owned by master franchise sit-in on the closing date. Intellectual property means, in all, copyright, patents, trademarks, trade secrets and any IP created. Exh. The 2-11 Inter-Cdorae agreement means the Inter-Cdorad Agreement, august 3, 2007, and between McDonald's, owner, collateral And the other person's party . Interest expenses mean, for a period of time, total interest expenses with any person and his or her foreign subordinates, whether paid or counted (including the interest component of capital lease and artificial lease obligations), including all commissions, rebates and other fees and interest rates, including letters of credit and net expenses under contracts and foreign currency contracts, but of interest. Except for the issue of discounts, except for payment in cash (including accidental interest on pending compensation obligations), all as per the set. Interest income means any person and for any period as well as, interest income, whether paid or counted, all as per the set. The date of payment of interest is the meaning described in section 7.9.4 (e). The term of interest payment is meant in section 7.9.4 (e). The IPO means that the initial public offering of parent's eqti interests, followed by the ownership of beneficial owner and financial investors, directly or indirectly, does not result in a lower total income of \$150,000,000 and in combination with listing of such e-qaeiti interests in any Brazilian, Mexico, UK or United States such key employee suo section 12.1 I'm told. THE LC Bank means that the credit is issued on the Sass Islands Cayman Islands branch, and its successor in its interest, or any other of the credits. THE LCD COLLATERAL POOL MEANS SET OUT IN SECTION 7.2.0.1. The date of the END of the LC term means that any letter of credit has a stated term date. THE MEANING DESCRIBED IN THE LCD PAYABLE SECTION 7.9.2. THE MEANING OF THE LCD TREGER EVENT is set out in section 7.9.2. The meaning of the debt payable will be fixed in the intercreditagreement. Letter of Credit means that section 7.9.1 is in the following section. Leverage ratio means that, as any date of determination with regard to master franchise, the ratio of (b) ebit dar to four financial quarter has been the most recently eliminated. Privilege means any living, commitment, privilege, assignment, deposit management, spot, privilege (legal or other), charge, or preference, preference or preference of any type or nature or anything that exh. 2-12 (including any conditional sale or other title retention agreement, and any financing has been presented as the same economic impact). Local stock power means is set in the Esscour agreement. Local tax means that section 24.2.6 is stated. Local voting power means the Yes-sai-su agreement. Damages and expenses mean, to no extent, all damages, damages, fines, charges, expenses, expenses, lost profits, lawyers' fees, court costs, settlement Decisions and other reasonable costs and investigation costs, defending or contesting a third party's claim; compensation for the damages of McDonald's reputation or goodwill; delays, investments, advertising materials and media time and/or space costs, and changes, resulting in cost costs of space or one place. And recall, refund, compensation, public notices and other such amount stake expenses. The main area means, as any sort of determination date, in any area in which at least 100 franchised restaurants are operated. The meaning of the managing director is set in section 7.4. The essential marketing commitment is meant in section 14.1.2. The master agreement means that the sup agreement is defined in the definition. Master franchise means that it is described in Thetahede. Master franchise business means that business, directly or indirectly, is used by Master Franchise And By Default and in accordance with master franchise rights, in which all assets are used. Master franchise parties means master franchise and mfm each of the subsidiaries. Master Franchise Restaurant means a franchised restaurant owned and operated by any master franchise party. Master Franchise Rights means section 3.1. The content violation means described in section 22.2. Content means ads, marketing and promotional content, including limited television, radio, newspaper and print advertising, packaging, premium, brochures, external ads, direct mail, coupons and without the view of sales content. McCafe means that a McCafe-branded point distribution offers a limited menu of pastry, coffee, tea and other drinks and systems and operations under trademarks. Exh. 2.13 The meaning of McDonald is described in The Tamayheed. McDonald's kshatpural parties have stated in section 20.1. McDonald's restaurant means that any McDonald's system is user-worked. McDonald's security agreement means a trust agreement on each; (b) the second privilege is the Brazilian quota agreement, which is between McDonald's Latin America, LLC, Master Franchise, McDonald's Caribbean Sea Development Corporation and Arkaus Durados B.V. (d) McDonald's Contrato de Prenda As Abarta Savbri, August 3, 2007, master franchise, dated August 3, 2007, mcdonal's caribbean development corporation and McDonald's as McDonald's. (e) The work of the mcs share pledge, dated August 2007, as of August 3, master franchise, between McDonald and McDonald's SL (Netherlands) and Konkoh en Maximinco; (f) the second privilege agreement promised by The Aquadurian Stock, August 3, 2007, and between Master Franchise and McDonald. (g) McDonald The Contract of Stock Covenant, August 3, 2007, Master Franchise, between Garandu de A-Ba and McDonald; (h) Constitution y Preconstitucion de Garantia in Saobri, which august 3, 2007, master franchise, between McDonald and Oparakaunas Arkaus Dorados de Peru S.A., as historian. (I) As per the Us Stock Covenant Agreement of Approval, August 3, 2007, Master Franchise, and its other parties, as dated. (J) McDonald's Promised The U.R.A. Social Quota, August 3, 2007, Master Franchise, McDonald's Caribbean Development Corporation, McDonald's and Arkaus del Sir SRL. (K) McDonald's Agreement of The U.R.A. Stock Agreement, August 3, 2007, Master Franchise, McDonald's Caribbean Development Corporation, McDonald's and Arkaus Del Sir SRL. (L) McDonald's stake pledge work, dated August 2007, dated August 3, 2007, between Master Franchisee, McDonald and McDonald's Arobin N. Maximinco; (m) Agreement of The Agreement between Venezuela's Partnership Agreement, August 3, 2007, master franchisee, management operations company and Deutsche Bank Trust Company. (n) Los Contretis de Prenda de Cesion Fadoaciria con Fine de Garantia, August 3, 2007, between Master Franchise, Arkaus Dorados S.A. McDonald's, Deutsche Bank Trust Co. owns the United States and other parties; and (a) McDonald's Contract for U.S. Stock, August 3, 2007, McDonald's, Arkaus Dorados B.V., Master Franchise and other parties. Mexican MT subsidiaries mean MDC Inandi Mexico, SDRL. Dc.v., McDonald Korputavo de Mexico, SD R.L. D.C.V., McDonald Mexico, S.A. de C.V. The Trust Agreement, August 3, 2007, and mcdonal, according to the Master Franchise and Mexican Trustee, under which Mexican MTC. The equiti interests are kept in confidence. The McDonald's Caribbean Development Corporation and Exh in The McDonald's Dated August 3, 2007, the McDonald's Agreement II means the Trust Agreement. 2-14 The Only Thing That Is In The Trust Of The Institutions Of The Under-The-Law Of The MacCan Mt. The Maxican trustee means that Banamex Division Fadokiyaria, as trustee and its successor in interest, as trustee under each of the The Maxican Trust Agreements. The MFA document means the inter-eding agreement. MFR means that section 5.1.1 is described in the MF subordinate sanctomy means that each of the subsidiaries of master franchise sits exhibit1 and another subsidiary of master franchise that (i) own and run a franchised restaurant; (ii) License or sublicense to let others own or work with a franchised restaurant; or (iii) master franchise business related real estate owner or lease and in any case, gets one According to Harito section 21.2.2: provided however, it will not be understood only for the purposes of section3.1.5, 3.2, 3.7 and 5.2.4, the restaurant sand sofa of Guadeloup and the restaurant system of Martinac are underthem's subordinates. The meaning of the rights under mf is stated in section 3.2. Net income means, determines the net income of any person and his or her overall subordinates, as per all of the individual's net income and by his/her overall subordinates (whether positive or negative). The meaning of the new claims is described in section 25.2.12. The meaning of the new franchise agreement is described in section 11.2.2. New franchise royalty means that section 5.2.3 is stated. The meaning of the new franchise is set out in section 11.1.1. The new supplier is the meaning described in section 9.1.2. The non-pre-set workout notice means the statement in section 21.6.3. Non-escrswad MF subsidiaries means that the Entities under The McCinam, Rsarawaly de Almantaus de Costa Rica, S.A. and The Recan under another MFN under the McCinor Costa-Arunazad law. The unofficial shareholder means that the gainful owner, every financial investor and another person who according to an IPO in any way to get into parent with any transferred e-qaeity interests in accordance with an IPPI, except for selling an IPPI or after an IPPI in public markets, in addition to a block trade. The notice means (a) any court or other court paper or arbitration demand that (i) mcdonal by name or any of its affiliates as a party; (ii) a criminal investigation or issue in connection with the commission of master franchise, which is born to any of its subsidiaries or related parties or is related to master franchise business; and (b) any notice issued by any government authority is related to health or safety matters if so. The 2-15 notice is related to one or more incidents that, individually or in total, include damages, fines or other fines in more than \$50,000. The AC means the Office of the U.S. Ministry of Foreign Asset Control. The obligations of the round balance sheet mean, with any date determined in terms of any person and his or her neutral entities, without any difficulty and according to limits, any such asset is not included as a liability in respect of the seogration transaction (including purchase facilities receiving any accounts) (i) non-transferable assets of such buyers or transferaries Recover investment. (ii) any other liability in respect of any other payment, support, repurchase, damage, compensation or any such subordinate entities or assets created in respect of it, other than the limited process which is formal for such transactions (x) the effect of limiting the loss of such buyers or transferees or risk of credit So for payment or performance by Obalagoras of transferred assets; nor (y) to penetrate the properties of transactions as a genuine sale under applicable law (including applicable bankruptcy laws); (b) to be indebted to financial obligations under any financially lease or so-called artificial, tax retention or off balance sheet lease transaction in which any applicable law shall be applied to or any of such subordinate entities. (c) financial obligations under any sales and liasibak transactions which do not assume responsibility on the foreign balance sheet of any such person and such subordinate entities; or (d) any other financial liability adhering to any other transaction, in which (i) at the request of any applicable law or any such subordinate entities. One shall be given the characteristics as a liability; or is equal to (ii) active or replaces the loan but as such does not constitute the liability of any person and such subordinate entities on the foreign balance sheet (for the purposes of this clause (D), any tax cut to provide tax cuts such as payment of any kind of profit, coupon or other distance The active concept of transactions is equally meaningful described in interest offering section 21.4.1. The operations booklet means various operations and procedure scyotypes and business scriptures (as such a scripture can be modified and supplied by McDonald's from time to time) to McDonald's ownership and franchise and its franchise, with all forms and medium-sized translations, including the prescribed and mandatory standards, explanations and procedures and system information, master franchise and certain responsibilities of its franchise, and operation of every franchised restaurant. The date of the option is closed, meaning in section 21.6.5. The order means that admission to any judiciary or administrative proceedings is brought under applicable law by any permanent or preliminary order or any person of other judgment, order or order. The original MFA means that it is described in the tamamhid. Exh. 2.16 The meaning of the owner is mentioned in the tamamheed. The owner's institutions mean that the same is stated in the tamamhid. Parents are meant to be in the same way. The meaning of parties is mentioned in the tamamheed. Patents mean, overall, any and all patents are currently or licensed for McDonald's by one of the entities owned, used, or affiliated to the Hereafter. Payment polls mean that section 21.6.2 is stated. The person means any individual, partnership, firm, limited liability company, corporation, association, joint venture, trust, uninvolved organization or other institution, in any case, even if the legal personality is not separated. The Petatoonaning Party means Forward in section 25.2.4 (a). Prepaid amount means described in section 7.9.4. Prepaid amount is the meaning described in Term Section 7.9.4. The basic calculation means that it is described in section 21.7.2 (1). The primary assessment is set in section 21.7.1 (b) (1). Principal means, with respect to any person by any period, the total payment of principal on his fund loan made by the person and his overall subordinates. The proposed transfer means that section 21.2.2 is stated in the Puerto Rican royalty means that section 5.2.4 is described. Purchase agreement means purchase agreement, March 28, As on date as of 2007, amendment agreement by Amendment No. 1, as of August 3, 2007, as on August 3, 2007, to sell the desire of the owner and to sell the owner's desire, and master franchise, Arkaus Dorados Comerkaos de Almantaus, 100 of The Lattice's e-qaeity interests % The standard of McDonald's Sastimas de Panama, S.A., McDonald's Sastimas McOpCo Panama, S.A. and L. Dorido-Mac, S.A. QSC means that the quality, service and cleanliness standards set by McDonald's, as modified from time to time, from McDonald's time. The QSR business means that any person running restaurants or restaurants divide separate points into the immediate service part of the industry. The eligible bank means that any commercial banking institution (A) has long classified unsafe loan credit issued by moody's investor service, including at least one more standard & Pool's Rating Services of at least A; (b) Exh has a capital and surplus. 2-17 not less than \$500,000,000. And (c) is organized and chartered to do business in a country that is a full member of the Organization for Economic Cooperation and Development. Real estate means any pattadarthi, free hold or other property interest in real estate, including improvements as well. The indebtedness attributed to the Recivabalis facility means that such facility as the amount of outstanding obligations under a Recivabalis purchase facility has been organized as a purchase plus a secure loan transaction if it is on a date of features as such. The idea of stock means that any investment in master franchise or its subsidiaries is (a) mandatorily, (b) in the power of The Maidi or in the indebtedness of one of its subsidiaries or (c). Refinance means, in respect of any indebtedness, for such indebtedness, for refinance, extension, renewal, defacating, amendment, amendment, supplement, reconstitution, replacement, refund or payment, or other indebtedness, exchange or alternative. The relatives of Refaanaankad and Refinjing will have meaning. The meaning of regular royalty is described in section 5.2.1. The regular term is described in section 4.1. Reinvestment Planning In terms of planning any area business, the planning defines the number of restaurants to be remodeled or upgraded in each area during a specific period of planning and such removing deals or upgrade limits. The relevant agreement means that each agreement related to this agreement, including the Hembarger University license agreement, purchase agreements, financial investors' contracts, Essro agreements, trust agreements, Brazil MFA, McDonald's security agreements, the inter-creditor agreement and any lease on each franchise agreement and property lease by McDonald or any of its affiliates in any lease in the franchise or one of its subordinatenteities. The meaning of the Relations Committee is mentioned in Section 10.3. Related party means: (a) with any human being, (in) with such parents, siblings, children and spouses, parents, siblings and children of the person's spouse, and the spouses of such children (relatives); (2) Respect for another person who works in one of the director, officer, colleague, member or the same room. Exh. 2-18 (iii) Any entity in which the person or his relatives, individually or as a whole, owns or de-poses, 5% or any one of the security interests, and (iv) any trust or estate in which any person or any of his relatives has a considerable interest or works as a trustee or in a similar capacity, (b) with respect to another person, (i) own or indirectly own any person directly or indirectly or control 5 per cent or more of the property interests of the concerned parties of such person; (ii) any other person in whom the person owns 5% or more of the property interests; (iii) Any such representative of any Director, Officer, Colleague, Member or any such related parties; and (iv) Any affiliation of such person means relatives is stated in the definition of the party concerned. The migration means that a franchised restaurant is closed according to an approved shutdown and is rebuilt in the same commercial area to serve the same customer base, it is understood that the transferred franchised restaurant mayor may not be adjacent to the original site but, if nearby, will not use any part of the original premises. Moving and moving have relative meaning. The standard of renewal means set in section 4.2. The meaning of the renewal notice is described in section 4.3.1. The renewal option means set in section 4.2. The rental loan means, for any period of time, in connection with any person and his or her foreign subordinates, the amount of the total amount of financial assistance of such person and his or her foreign entities; plus (b) capital leases and the liability attributable to artificial lease obligations. The restaurant manager means that individually has the responsibility of the basic day for its operations Franchised restaurant. The restaurant opening plan means that the plan defines the number of plans and the type of new franchised restaurants that will be opened in areas over a specific period of time; provided, however, if no plan is currently in effect, the project will be envisaged to explain the area-by-area hole. Limited interests are meant in section 21.2.2. Limited products mean that every bakery, protein, potato based, liquid, bighar, packaging and beverage products, or distribution service, is used to prepare or provide any Exh. 2-19 core or branded products are offered by franchised restaurants, as core or branded products can be designated by McDonald's from time to time. Prohibited real estate means that real estate exposure is identified in 14. Limited supplier tenure means that a period (a) is August 2, 2008 except osi industries for all existing suppliers. Or (b) August 2, 2012 ended for OSI industries. Nevertheless, after August 3, 2010, Master Franchise may request that McDonald's have approved an alternative supplier for OSI Industry Ltd. Such

approval by McDonald will not be stopped, compensation. RFR sellers mean set out in section 21.4.1. ROI means, for any period of interest paid, average return on investment in weight, appears as one per cent, on the investment of cash and cash equivalent sesame during such interest payment period set by McDonald's Corporation, all such commitment is finally of royalty in the absence of clear error Meaning, with respect to any franchise agreement, all franchisees payable by the relevant franchise, Tharionder, expressed as a percentage of the overall sales of the service and license fee. The term of sale is described in section 21.6.1. Satellite means that one or more of the operations under a McDonald's distribution system and trademarks that (a) has one or more of the following features: (i) are objecting to the delivery of services by another franchised restaurant in the same commercial area, (ii) provides a limited menu of such distribution products; (iii) Such distribution is running from a point of size of about 30% (in terms of square feet) with the average size of a franchised restaurant which is not a satellite or a McCafe in the area concerned (iv) The total sale of such distribution saith that there are approximately 50% of the total sales of franchised restaurants which are not satellite sesame or a McCafe in the area concerned; or (v) The distribution approach of a Wal-Mart brand is located within the retail location; and (b) has been clearly designated as satellite by McDonald. Secondary calculation means that section 21.7.2 (b) (3) is stated. Secondary evaluation means in section 21.7.1 (b) (2). Safe Real estate means limited real estate, except for any limited real estate located in Brazil, Mexico or Puerto Rico. The service co-ordinator means is set out in section 23.3.3 (a). Services are meant to be in section 23.3.3. The settlement notice means section 21.6.4. The settlement notice date means that it is described in section 21.6.4. Exh. The 2-20 shareholders agreement means section 7.1.2 is described. The site agreement means any kind of agreement related to any type on which any franchised restaurant is located, including any real estate living, lease, construction agreement or similar agreement. The period of the offering means that section 4.3.2 is described. The standard reporting package means set in section 16.3. Quality means all the quality, policies, instructions and systems are used in operation, and ensure quality control, operation booklet, QSC quality, customer service specifications, product materials and delivery, supplier quality, equipment, building setting and design quality, operation times, marketing and advertising policies, strategy and quality, sports, Protocol supratose for prize lottery or competition, Golden Orcis code, policies and standards of golden ora codes, packaging and creative quality and framework, trademark clearance procedures, standards of McDonald's Corporation, business practices, McDonald's code for suppliers, McDonald's Corporation development of restaurants around the world Restaurant Reinvestment Guide, Group/PP, McDonald's Safety Standards and Procedures, Safety Testing Standards and Global Training Standards, in every case such as standards, policies, strategies, protocols or codes can be modified from time to time. Strategic marketing planning means a business planning for any area, the relevant comprehensive advertising, promotion and marketing program for such an area over a specific period of time, without any means, advertising, promotion and marketing strategies and activities, related content, store advertising and promotions, sports/prize lottery/competition, media strategy The practical and cost and fees are expected to be spent in connection with such content and activities, which aims to include and promote McDonald's brand and system and to identify customers sponsoring franchised restaurants in this area as a result of a call to the interests of the company, the practice of a call option to the interests of the event McDonald's master franchise or The held, directly or non-recurring, determines the owner's entirely thin-actuated interests to achieve all (one) and any of the equat interests transferred under section 21.2.3, such The interests of master franchise; or (b) one or more, but all areas will have all the interests of the eq. The theme means the business balance sheet set out in section 21.7.2 (a). The topic is the meaning described in the Business Balance Sheet Date section 21.7.2 (a). Exh. 2-21 means subsidiary, as any person, any other person (one) in which such person directly or indirectly represents the interests of the owner, securitor other entities of 50% or more of the overall voting power; or (b) in which the person is entitled to 50% or more of the director or persons to hold similar positions. Supplier quality means that section 9.1.1 is described. The swap contract means (a) any and all rate of sup transactions, based on credit derivative transactions, forward rate transactions, item conversions, item options, forward items contracts, eqti Or the equity index, the swap or options, the bond or bond price or the bond index, the sup or forward bond index transactions, interest rate options, forward foreign exchange transactions, the capital transactions, floor transactions The rate of currency, caller transactions, currency sup transactions, the currency rate is related to the snap transactions, currency options, space contracts, or any other similar transactions or any combination of any kind (including any options for entering into any of the above), or by any transaction or any master agreement. (b) all transactions of any kind, and relevant confirmations, which are under the terms and conditions of, or on its part, the International SwayamsandSUI, The Daevts Association, The Unsigned, any international foreign currency agreement, or any other master agreement (with any relevant schedule, in association with a master agreement. Under the agreement. Artificial lease liability means financial liability of a person under operating leases without any disruption; (b) so-called artificial, off balance sheet or tax retention lease; or (c) does not appear on the balance sheet of such person that any contract for creation or ownership of obligations but in which On bankruptcy or bankruptcy, this person will have attributes such as indebtedness (without accounting for treatment). The system has the meaning set in section 2.1. B means that the general electronic data center is used to host a financial and warehouse system for areas, including three basic components: (a) original financial services systems; (b) The Degodam; and (c) the finance system of THE GT Finance. A hole is a hole, as any date about it (a) if the plan to open the restaurant is currently in effect, the number of franchised restaurants (except artificially) for the period covered by such a project needs to be opened by the master franchise in this year's area as per such plan; and (b) if any plan to open a restaurant is in effect, three years starting at the end of the project in the foregoing plan For the duration of the period, the number of franchised restaurants (except satellites) will result in (in) number of franchised restaurants (except satellites) opening in such areas for such a three-year period section 13.2.4, divided (ii) three, rounded to a near full number with any luxury franchised restaurant. Exh. 2-22 terms is the meaning described in section 4.1. The terms of reference are meant for section 25.2.12. The area means Argentina, Arobina, Brazil, Chile, Colombia, Costa Rica, Cuba, Ecuador, French Guinea, Guadeloup, Martinac, Mexico, Panama, Peru, Puerto Rico, Peru, Venezuela and St. Thomas and the American Virgin Islands of St. Croix. There is a relative meaning in the letters. Terrorist lists mean that all lists of terrorists or terrorist organizations published or suspected by any U.S. government authority, including immigration and applicable economic and trade restrictions, including non-U. Countries, terrorist-based sponsoring organizations and international drug traffickers. Trademarks mean, in all, they are set in trademarks, service marks, logos, designs, trade clothing and domain names exhibited 12, added by attached haritos and references, such exposure parties can modify time by contract, and so on, other trademarks, service marks, logo-franchised restaurant sized restaurants, owned, operated, promote and manage. Trade secrets mean, collectively, trade secrets and ownership revealhow owned or acquired by McDonald's or the development of one of its affiliates for McDonald's, ownership, operation, promotion and McDonald's restaurants (including franchised restaurants), including all processes, systems, marketing calendars, operations booklet and procedures (including operation manuals) Other, supplier list, data, study, analysis, technology, inventions, recipes, quality and specifications. The training program means section 12.2. Transfer means voluntary, anaicher, direct or indirect sales, assignments, transfers, issuances, donations or other or stops (whether in one or more transactions). Transfer and transfer have relative meaning. The migration instructions are meant for section 21.2.8. tribunal Set out in section 25.2.1. The trust agreement means that each of the Maxican Trust Agreements, The Maxicon Trust Agreement II and the Costa Rican Trust Agreement. The trustee means each of the Maxican trustee and costa rican trustee. The unresolved conflict means that section 21.6.4 describes it. Us dollar or \$means legal currency of the United States. Exh. 2-23 voting interests will mean, in any individual's reference, any quality interest of any class has the right to vote in the selection of the directors (or similar officials) other than this or any other such meeting of the stakeholders. Exh. 2-24 Exhibition 3 Owner's Institute Information Parent: Aravaus Dorados Limited, already known as Abraumarakan Limited, a British Virgin Islands organized a company under the 1984 Ordinance of International Business Companies and along with the British Virgin Islands, c/o Forraj Al Capital Limited Company, 1221 Braccal Avenue, 11th Floor, Miami, Florida 33131. The parent shareholders are as follows: L.S. L.A. Advertising 0.93% GAVI Investment, L.P. 26.12% Heart South American Partner L.P. 8.03% Djsiap Sang Co-investment LLC 5.11% AVF LLC 0.137% Dutch Cope: Arachaus Dorados Co Ateo V.A., formerly known as its principal Co Abumarakan Co V.A., a collaboration was made under the laws of the Netherlands with The Narateavag 165, Telestog 8, 1043 BV Amsterdam, Netherlands. Dutch Coop issued and outstanding priority interests are owned by 99.9% of utilities and records by parents and 0.01% by Forest W. Staton. Owner: Arkaus Dorados B.V., already known as him. Abraumarakan B.V., a company organized under netherlands laws with its principal office in Narateoag 165, Telestone 8, 1043 BV Amsterdam, Netherlands. Owner issued and outstanding priority interests are owned and are the utility of records by Dutch Coop. Exh. 3-1 Exhibit 4 will be fairly in compliance with all terms and conditions of the agreement to owners, master franchisees and MF subsidiaries: • Will be fairly together with the franchise approval process. • Consistently and fairly every franchise will continue to enforce the terms and conditions of the agreement and to continue to comply with its obligations under its franchise agreement to end up being a franchise that will take all due process due to any franchise. • Any initial franchise fee or any continued franchise fee will be paid and when any fee is due and before the date that is payable over a period of five years in which McDonald determines whether master franchise to give a renewal option. • Every important employee will be successfully completed the necessary training by Section 12.1. • In accordance with Section 7.9 of this agreement, the credit limit will be maintained and any Made on such lines of credit by McDonald. • All the financial slots in section 7.13 of this agreement will be together. • Each strategic marketing plan will have enough together. • Will be together with Section 16 of this agreement. • Except as per section 21.2.2, the interests of any limited MFP will not be transferred. In addition, master franchises will be met with the following criteria: • 90% of all franchised restaurants in each area will be met and then to review the operational performance of McDonald's restaurant before its date to determine that McDonald's status is a renewal option before it is a renewal option. • 90% of all franchised restaurants in each area will be met or exceeded By McDonald's Corporation to freely customize customer satisfaction, as set out by a vendor who has been approved by McDonald's Corporation. Exh. 4-1 • 90% of master franchise restaurants in each area will be organized by an employee who has successfully completed the Restaurant Operations Leader program or any successor training program. • 90% of master franchise restaurants in each area will be organized by a shift manager that has fully trained and certified to the standards of each shift. • The opening plan of any restaurant will get 90% of the hole that is hacked over a period of three calendar years. • 90% of the reinvestment set in reinvestment planning will occur during each such reinvestment planning term. • Managing director of Mexico, Brazil, Puerto Rico, Argentina, Colombia and Venezuela are living in the relevant areas for a period of five years before the date on which McDonald's has determined whether the master franchise has a renewal option and such managing director must complete full time and best efforts to complete the master franchise business during such a period. • Master franchises will maintain positive business relationships with their franchise sine-die areas. Compliance with this provision will be determined by considering the following: • Owner/Operator Survey Results; • Overall sales and guest count in franchise restaurants operated by the franchise compared to franchise restaurants; and • The absence of franchise organizations that challenge master franchises in an uncooperative manner. Exh. 4-2 Exhibition 6 Senior Management Chief Executive Officer = Forest White Staten Chief Operations Officer = Serjiu Ayunso Exh. 6-1 Exposure 7 Insurance 1. All due insurance in terms of employees and employers' responsibility with limits of \$1,000,000 or mandatory requirement. The amount is maximum 2. Commercial General Responsibility Insurance coverage written in the form of an event with a policy limit of \$5,000,000 per location. 3. Business auto liability with a combined physical injury and property loss is \$1,000,000 more than anything according to an accident or mandatory requirement. 4. Umbrella and/or additional liability insurance with a low coverage limit of \$150,000,000. This coverage will be higher than (a) (b) and (c) above as well as all the liability coverage listed in section 7.10. 5. Insurance of all risk specialty written on an alternative price basis. 6. Twelve months of business constraint minimum coverage limit. 7. Cyber liability coverage ranges to \$10,000,000. 8. Crime Insurance Coverage \$25,000,000 Exh. 7-1 Exposure 8 Supplier Quality Global Supplier Expectations: The Supplier Management System by THE STANDARD Management System of THE WORLD QUALITY SYSTEM McDONALD'S SUPPLIER. McDonald's Supplier Quality Management System Of 8-1 McDonald's is very proud to serve its customers around the world every day with safe and quality (see 7.18) products. To provide the ability of Mac suppliers to consistently secure and quality products that meet our needs, as well as all applicable rules and regulations (see 7.1), McDonald's system is of vital importance to the continued success of the system. This document plans to identify McDonald's expectations in terms of the quality of our suppliers (including food safety) management system (see 7.19). These expectations are not designed to be basically based on results that should be achieved and customary. McDonald's preserves the right to update these expectations from time to time. McDonald's suppliers will work with McDonald's to increase customer satisfaction by continuously improving the muscle (see 7.3). The document does not intend to change or assign any terms and conditions of the Business Relations/Privacy Agreement (BRCA), before entering between McDonald and his concerned suppliers. Accordingly, to the extent that any of the identity expectations in this document conflict with its terms and conditions or conflict, the TERMS and conditions of the BRCA will be declared and controlled. Moreover, McDonald's suppliers will have to follow mcdonald's code of conduct all the time around the world. Suppliers are responsible for all expenses and expenses that may be in compliance with their expectations. Compliance with these expectations is not guaranteed the status of the approved supplier or any business relationship with McDonald. 2. Quality Management System 2.1 General Needs Suppliers will establish; apply document and maintain a quality management system (including food safety) and improve the effectiveness of continuously. Suppliers: a) Identify action (see 7.16) Required for quality management systems, B) Determine the flow and the reaction of these processes, c) Set appropriate measurements To demonstrate the effectiveness of these processes, D) there are sufficient resources to ensure that there are sufficient resources available to support this operation, e) take all necessary actions to comply with all applicable rules and regulations (see 7.13) as well as the process to improve the quality of compliance products. 2.2 The requirements of documents 2.2.1 General Quality Management System (including Food Safety) documents will be maintained: a) Written statements of food safety and quality policies (see 7.7) as well as food safety and quality objectives (see 7.6), Exh. 8-2 b) a standard manual with written procedures (see 7.15) and methods including McDonald's and applicable laws and regulations, C) documents must be responsible for effectiveplanning, operating and controlling of its process, D) to approve any changes in the appropriate documents. , and e) need any additional records from McDonald. 2.2.2 The document will be current to control all necessary documents required to demonstrate quality management systems. These records will be available to review McDonald's request at any time. Procedures will be established to define the required controls: a) to review and update documents as necessary and re-approved, to ensure that relevant versions of applicable documents are available at usage points, c) to ensure that documents are present and will be able to fall, if they are retained for any purpose Apply the appropriate identity to the documents. 2.2.3 control of records records will be established and requirements will be maintained to provide evidence of effective operation of the compatibility and quality management system. Records will be worth the record, easily recognizable and different sessions. Document procedures will be established to define the necessary controls for identification, storage, protection, recusing, retention time and record settings. 2.3 Regulatory protections suppliers are prepared and provided to you where the relatives of food products will be in accordance with all applicable rules and regulations. Suppliers also need to follow all applicable religious certification requirements for specific products or areas of the world. Suppliers will follow a documentation process and procedure to provide accurate product information for nutritional labeling including diet yallerjee and religious announcements. Management a) Supplier Management of Regulatory Process a) Supplier Management will ensure that employees are trained to manage the regulatory inspection process. b) McDonald should be informed immediately if the issued product is not in regulatory compliance. (c) At least, companion samples will be taken when any sample of a product is taken by government authorities or other government Take place before any further tests on the model of the partner discussing further with McDonald. D) A copy of any documents given to government authorities about a McDonald's product will be made immediately available to him and McDonald. Exh. 8-3 3 Management Responsibility 3.1 Management Commitment Supplier management will provide proof of its commitment to the development and implementation of quality management systems (including food safety) and continuously improve its effectiveness: a) discuss with all employees about the importance of meeting mcdonald's needs along with their own company, b) establishing food safety and quality policies (c) Establishrelevant functions and level quality objectives within the Company, d) conduct management reviews, e) ensure availability of resources, and f) ensure compliance with quality and food safety policies and procedures. 3.2 Food safety and quality policies will both document food safety and quality policies and be notified of all levels within the company. Supplier Management will ensure that with food safety and quality policies: a) aligned with the company's approach, B) includes a commitment to follow with appropriate requirements and improve the effectiveness of the continuous quality management system (including food safety), c) is informed and understood at all levels of the company, and e) to continue continuously And is updated. 3.3 Quality Management System Planning Supplier Management will ensure that: a) Quality management systems are planned (including food safety) to meet the requirements given in 3.1, as well as food safety and quality objectives, and b) the integrity of the quality management system is maintained when changes are made within the company. 3.4 Responsibility, Authority and Communications Provider will ensure management that the responsibilities and level of authority are defined and communicated within the company. Supplier Management will also ensure that proper communication processes are established within the company and takes place about the effectiveness of the communication quality management system. 3.5 Resources will provide sufficient resources for supplying supplier management: a) implementing and maintaining quality management systems and continuously improving its effectiveness. Exh. 8-4 b) Identify the skills and expertise required for all your employees with the functions of McDonald's restaurants to influence the quality product delivery, c) provide the necessary resources for employee training, and d) meet all of McDonald's relevant needs. 3.6 Management Review Supplier Management will review the company's quality management system intervals (at least annually) to ensure its continued mobility, mobility and effectiveness. This review will include an overview of the opportunities needed to improve and change the quality management system. Manage input to review 3.6.1 Information about management review includes: b) McDonald's opinion (including complaints or comments from restaurants and customers), c) Performance of actions and product compatibility, D) Status of action and correction actions, e) development For quality management systems, and g) can affect 3.6.2 review output management review will include output notices and any decisions and actions: a) quality management system and its processes, B) improvement of quality of products related to McDonald's needs, and 4. Crisis Management 4.1 General Suppliers must have a documented crisis (see 7.4) management planning. The current status of this project should reflect policies and procedures. All contact information must be current and will be an action to check the effectiveness of the plan. McDonald will be contacted directly or indirectly in any restaurant to affect any crisis. Before any public communication, McDonald's must be involved in the preparation and approval of any messages that are notified to public, media or regulators about any crisis that potentially affect McDonald's system. 4.2 Key elements of crisis management planning should include the following elements in the Crisis Management Plan: Exh. 8-5 a) A nominee to lead the post-crisis effort with existing and documented accountability plans, alternative product source, b) existing emergency contact list, C) including the implementation requirements for individuals/departments, d) the checklist of desired activities, e) appointed spokesperson, f), and h) to assess the urgency and performance of the plan. 5. Collection of quality products 5.1 general suppliers will plan and develop the necessary process for supplying safe and quality products in McDonald's restaurants. Suppliers will be able to demonstrate the following: a) Meet the requirements on the terms (see 5.2), b) establish, implement and maintain appropriate quality management systems (including food safety), and c) Descriptions of McDonald's food products (see 7.12) 5.2 Basically all applicable rules and regulations as meeting the good manufacturing practice (GMP, see 7.9) to all plant employees, visitors, and contractors will also meet The GMP requirements. 5.2.1 Employee Training will be set up to identify document procedures All employees are required at the facility, including appropriate training materials and practices for new and existing employees. McDonald's must maintain training records for review at any time. 5.2.2 Facilities and base facilities will be built to ensure sufficient design and production of safe and quality products. Facilities should be maintained, clean and in good repair. The explorer building should be protected from pests. The field will be maintained in a condition that protects against food or convenience pollution. The field will be properly erected to avoid standing water. 5.2.3 The facility will establish security measures to prevent security supplierproducts and processes from damaging. These steps will be based on appropriate risk assessment. The key elements of convenience security will include: a) To ensure that the controls are in place for all the entrances, Exh. 8-6 b) Procedure suo-o for employee background review, c) Procedure suo-line processing control areas such as air flow, water systems, gas, electricity, chemical storage, etc., d) to prevent unauthorized access to verification and receiving, e-mail handling, g) security of outdoor vessels (flour silos, procedures for water tanks), plan action, oil tanks, etc.), and h) to start if security is compromised. 5.2.4 The working environment will determine and manage the working environment sess i.e. the necessary work environment for suppliers to produce safe and quality products while keeping employees safe. Procedures and procedures should be established to provide safe and healthy working conditions for all employees. The 5.2.5 goods and pot wares used in food preparation must be of good sanitary design and will allow sufficient restoration and cleaning to protect food products from contamination. The product production of goods must be in good repair to meet food safety and quality requirements. A Safety Care (PM) Program (7.17) is essential to injure personnel, protect against equipment failures, maintain production capacity, prevent the contamination of potential foreign materials and produce quality products. The Prime Minister must have a formal document and audit on a regular basis to comply with the program. To ensure that procedures will be used to monitor (e.g. kinetic, meter, scales, etc.), the measurement or weight is in agreement with performance and is maintained for insacant. All pots and containers (totes, tubs, barrels, etc.) must be in fairsanitary design and good repair at all times. 5.2.6 Pest management will apply a integrated pest management program to prevent and remove insects (including insects, insects, birds, etc.) to prevent every food manufacturing facility. Procedures will be included to detect the presence of such a program Corrective action measures such as blurring, product isolation, cleaning, etc. to end the presence of insects. 5.2.7 Contractor Supplier will ensure that all contractors are given proper GMP and facility training to ensure compliance with all the regulatory and company requirements. Such training will be properly done before entering the facility. Contractors will be monitored to comply with all plant laws, including, but not limited to hygiene practices. A contract should be defined by specific services available and placed on file. Exh 5.2.8 water, air and gas quality. 8-7 The quality of water, ice, steam and gas that come into contact with food products must be appropriate to use at the facility. All food contact water is in place from a drinking source. Air filtering will be considered based on the process and nature of the product. 5.2.9 Good hygiene practices Suppliers must have procedures and procedures to ensure the implementation of employee hygiene practices. Such methods will result in handling and delivery of safe and quality product sanitary for McDonald's restaurants. The recommendation of the Codex Almantatoreus Commission on food cleaning will be followed. Health screening procedures will be in place for new and existing employees where permission will be granted. The employee will establish procedures and procedures for managing diseases and commonaccative diseases, documented, and communicated properly within the company. All individuals, including employees, visitors, contractors and delivery persons, must follow the requirements of good hygiene practice to enter manufacturing areas. 5.2.10 Must be a documented cleaning and hygiene program with hygiene and hygiene. The program must meet applicable rules and regulations. Such a program will be effectively applicable to ensure cleaning of food handling equipment, pots and convenience. The principle of food hygiene proposed by the Codex Almantrius Commission will be followed. Each facility will establish standard operating procedures (SSOPs) for line, cleaning, spherifying, sedate and re-assemble, including C.O.P. (clean out space) and C.I.P. (space in clean). A sample-taking program will be set up to monitor the effectiveness of cleaning and hygiene processes, especially at product contact levels. The program should be designed to find aggressive for improved areas. Each facility will establish an environmental monitoring program designed to reduce or remove food safety risks (see 7.8). Each facility will perform inspections before the operation and establish corrective actions to resolve any deficiencies. A document master will facilitate each facility to apply and maintain cleaning schedules to ensure that (including goods, walls, roofs, head piping, air-pipes, storage rec, containers, lighting The flour basket is cleaned on a regular basis. Detailed schedules will be audited from time to time for its maintenance and effectiveness. 5.2.11 Exh Foreign Content Control. 8-8 All necessary measures will be taken to prevent the introduction of foreign content into the product. Procedures must be established to prevent any possible contamination. Proper control systems must be to take away the product if it is identified as faulty. 5.2.12 All chemicals used on chemical control facility must be in accordance with all applicable laws and regulations. Each facility will establish a written chemical approval program, include, clean, and maintain chemicals for pest control. Such programs should be audited from time to time. Information about chemicals (for example, content protection data sheets) must be available at all times. 5.2.13 Good laboratory methods supplier slab-let the laboratory will use approved government test methods or established methods that have been verified. Necessary control measures must be in place to ensure accurate and accurate test results. All test methods must be documented and followed. The laboratory equipment and equipment will restore schedules and receive insahanan. The laboratory must be in control space to prevent any possible contamination of products by personnel and chemicals. Appropriately, the laboratory will participate in an external skill model program. 5.2.14 will establish procedures and procedures for handling materials, storage and transport suppliers to protect food and food ingredients during pests, food safety hazards or handling, storage, and transportation (including receiving and shipping). Preventing reasonable care and preventing disorders through appropriate measures that may include maintaining the required temperature, noisy, and/or other controls. Suppliers will follow the rules of inventory management already ready/already finished, and will be able to demonstrate compliance with this requirement. 5.2.15 The tappable process and procedure stake is necessary to ensure that all ingredients and products produced can be detected in their entire history. All coding information should be able to be available. All McDonald's needs on coding, labeling, and graphics must be fulfilled. Procedures should be established for the collection of products. It will identify pests, personnel, and necessary communication planning for the implementation of fast and effective product recovery. Product collection must be accountant: • Rework • Processing material sin work • Shared systems • Samples • Materials supplier returned to Exh. 8-9 • Batch System • Continuous processing • Product capture • Product destroyed • Product transportation • Products sold through alternate channels • Donated products • Partially used materials detected Products/materials will be calculated By: Lot Number • Money production • Money is sent • Amount of deposit • Material location • Date production • Being able to find restaurants or distribution centers/warehouse supplier will necessarily help in defining 100% of any given product within three hours. The facilities will practice collection at least twice a year, which will include raw materials and packaging (packaging that is in direct contact with the product). 5.2.16 The noonkonforming product for untested suppliers will have documented procedures and controls to prevent product shipping. Written procedures should be established to ensure that any non-doer products are separated from acceptable products and not sent. Events of conduct will be properly documented and effectively informed that unacceptable products (e) do not enter McDonald's distribution network. Such products (e) will have procedures for monitoring, tracking, and processing. It is necessary to apply a corrective action to end the cause of non-conformants to prevent it again. Supplier personnel will be designated with appropriate authority to manage non-doable products to maintain, continue, retest, rework, or. To waste finished pack products is necessary according to McDonald's waste procedure. McDonald will be immediately notified of any products that were inadvertently released. 5.3 Food Safety System A food safety system will be in place to protect food supply from biological, chemical and physical hazards which may occur during all stages of food production in a consumption perspective. The supplier will be able to demonstrate the effectiveness of the food safety system. Before the application of The ECHSIP 5.3.1 Thaesi-P system (see 7.10), suppliers will apply basic food hygiene requirements (see 5.2.9). Under the recommendation of the Codexed Almantos Commission, a written Eccepis project should be established for each product in accordance with the seven principles. The YACECP project will be verified and applicable to Exh. 8-10 all facilities. The plan of The Ecclp will be verified at least annually and appropriate revisions should be developed as a product or process change. 5.3.2 Testing General Supplier 5.3.2.1 will ensure that food and food ingredients will comply with the micro-psychological, chemical and physical standards set by McDonald's and related to applicable rules and regulations. The shelf in suppliers will have a complete understanding of the micro-psychological, chemical and physical properties of products throughout the life. The micro-cellular (see 7.14) producing plant will be where appropriate. The environmental sample program will be in place for appropriate indicators of biology and/or for the pathology, where appropriate. The results of microbiological profiled and an environmental sample-taking program will be used to improve product safety and quality. 5.3.2.2 Product testing and sample stake suppliers will perform micro-psychological, chemical and physical tests appropriately to meet McDonald's needs and applicable rules and regulations. Specific sample stake plans will be set up. All methods and laboratory used macs will meet Donald's needs (see 5.2.13). 5.3.3 Diet Allergy and Sensitivity All ingredients known due to food allergies and/or sensitivity in a product must be clearly identified and notified for McDonald's. An allergy-free assessment will be held as part of the development of the Yaecespis project. The source of energy (raw materials/components, processing measures, AIDS processing, rework, manufacturing car) will be identified. Suppliers must be aware of the manufacturing and handling activities on raw materials/supplier sites as possible for allergen-free-pass contamination. Manufacturing facilities must be in the process to prevent any possible contamination (see 5.2). The following are some of the important ideas for managing food allergies: • Staff will be properly trained • Equipment will be appropriate • Cleaning procedures will be appropriate • Capacity allergan free-pass pollution conditions will be regulated • Separation of food ingredients during storage and processing • Separation of food ingredients • Hand washing procedures will be implemented • Waste will be properly controlled. 8-11 • Tools used for rehabilitation will be properly organized or cleaned up to monitor allergin free control programs and ensure their effectiveness. Customer complaints will be investigated and where necessary. 5.4 McDonald's Product Requirements Suppliers are responsible for ensuring that all their vendors (who supply raw materials and basic packaging) comply with suppliers' requirements and all applicable rules and regulations. Suppliers will have a process in place to review from time to time and assess the quality management system applicable by their vendors. 5.4.1.1 The raw material details will be verified for verification of all raw materials written. According to the appropriate procedures and procedure specifications, the raw material will be established and established to verify its stability. 5.4.2 McDonald's product details will be agreed upon to specifications of McDonald's products and will be signed by the supplier and McDonald's in a separate food product details document. Appropriate procedures and procedures will be established and to show that product descriptions will be met. 5.4.3 Hasi attributes and reviews suppliers considered the quality features of the product important for each product and how it will participate in McDonald's gold hessi quality. The process will be kept in place Product performance at McDonald's Restaurant. Suppliers will follow McDonald's leaders on the hesi assessment and set up a product evaluation schedule. Procedures and procedures will be established and to demonstrate that its products will be met with McDonald's requirements on the hash properties. 5.4.4 The process verification and capability each facility will establish parameters within which the production line is expected to work. Process control and monitoring activities will be established to document the plant's ability to produce products within established parameters. Processing parameters or in-process measurements will be verified at a fixed frequency to configure, repute, and meet all appropriate requirements. Appropriate data process will be controlled where the product is applicable to improve stability, reduce the change of process and improve the overall efficiency of the process. 6. Verification and continuous improvement 6.1 Customer Satisfaction Exh. 8-12 suppliers will have procedures and procedures for measuring customers including customer satisfaction (McDonald's staff, distribution centers, and restaurants, etc.). The results will be used to improve product quality and services. Restaurant customer complaints will have processes and procedures for regulating customer complaints by working with The Suppliers' Management McDonald's 6.1.1. The process will be set up to analyze customer complaints and identify improvement opportunities. 6.2 Will establish and apply a process to verify the verification of quality system suppliers (see 7.21) quality management systems from time to time (at least annually) and ensure continuous improvement. 6.2.1 verification will be established to define responsibilities for purpose, methods, frequency, and verification activities to verify the planning process. 6.2.2 internal audits 6.2.2.1 Routine inspection suppliers will arrange routine inspections by appropriate personnel to follow standard operation procedures and procedures. The stages of non-examination of records, corrective actions and improvement of process will be maintained. 6.2.2.2 Internal Audit Suppliers will organize internal audits (see 7.11) at the planning interval (at least once a year) to determine whether the quality management system is in compliance: a) the requirements set up by the company, and b) the requirements described in this document. 6.2.2.3 External audit suppliers will have external audits (see 7.5) held from time to time. External audits will be aligned with McDonald's expectations. The 6.2.3 evaluation of the verification results will be set up to assess the results of the planning confirmation. Verification results will be notified of personnel who have the appropriate responsibility for documentation and processing. Records on raised corrective actions must be maintained for future reference (see 2.2.3). 6.2.4 Improve Exh. 8-13 will continuously establish the process of improving the effectiveness of its quality management system to the provider. Appropriate measurements will be set to demonstrate the results. House 7.1 Applicable laws and regulations, which can be amended from time to time, in which supplier products are produced, delivered and/or used. 7.2 Audit to obtain systematic, independent and audited evidence and to review such evidence to determine whether the audit criteria are fulfilled. 7.3 Activity to increase the ability to meet the needs of continuous improvement. The process of establishing goals and finding opportunities for improvement is a continuous process through audit results and the use of audit results, data analysis, management reviews, or other sources and generally goes towards corrective action or precautionary action. 7.4 Crisis incident or event that may have a negative impact on McDonald's business. 7.5 External audit audits include second or third party audits. Third-party audits are undertaken by organizations, such as clients and corporate personnel, or by others on their part to keep an interest. Third party audits are conducted by external, independent auditing organizations. 7.6 The objectives of food safety and quality objectives are those that are related to food safety and quality. The objectives are based on the organization's food safety and quality policies. They are specific to the relevant functions and levels in the organization, and their success needs to be measurable. 7.7 Food safety and quality policies are expressed by overall top management as directed by an organization related to food safety and quality. Food safety and quality policies providea framework for food safety and quality purposes setting. The quality policy will include an updated organizational chart. 7.8 Food safety risks to eat biological, chemical or physical agents, or in the state of food, possibly due to the negative health effect. Food safety risks include energy. Exh. 8-14 7.9 Good Manufacturing Practices (GMP) is related to manufacturing, processing, and storage of food materials which assures food materials is safe for human consumption and is prepared, packed and stored under sanitary conditions. 7.10 YCHESIP Risk Analysis Is A Critical Control Approach, A Widely Recognized Safety and Safety Risk Identification, Systematic Approach to Evaluation and Control. 7.11 conducted by or by internal audit audit, management review and self-organization for other internal purposes. 7.12 Document details of McDonald's food product that contains McDonald's requirements with the limitations or features that a product or service must set to a product or service. 7.13 The requirements created by McDonald documents or procedures. McDonald's Meal Details are an example, it has details for the products given in it. 7.14 Use appropriate microbiobiosis samples and test planning to understand the presence of interested sukshamgjos at the facility of microbiological profiled preparation. 7.15 Specific procedures for performing an activity or action. The procedure cannot be documented or done. When a procedure is documented, the term writing procedure is often used. The document that contains a procedure can be called a procedure document. 7.16 Set up the process of tensoror or conversational activities that change the output in the results. Processes in an organization are usually planned and under the terms of control to include the price. 7.17 Program is a local procedure or process that fulfills specific needs. 7.18 Quality Exh. The 8-15 standard contains the characteristics of products that meet the needs of customers. It is a degree in which the inherited characteristics have a set of oil requirements. Food safety is an essential part of the quality. 7.19 Quality Management System is a management system that oversees and controls an organization in terms of quality and food safety, including quality and food safety policies and objectives, planning, control, and continuous improvement. The management system's approach encourages an organization to analyze customer needs, explain the process that is acceptable to customers, and keep these processes under control. 7.20 Standard is set up for some use as a principle of basis of comparison in quality, materials, range, and price. 7.21 Verification, by providing proof of purpose, has fulfilled specific requirements. Exh. 8-16 Exhibition 9 Franchise Approval Process Master franchise must have the following infrastructure and will include the following elements in connection with the approval of a new franchise and Determinanats on development with a franchise (development) or a franchise agreement (writing). McDonald's secured franchise has the right to modify the list at appropriate notice if, in mcdonald's appropriate decision, other elements must address in the franchise approval process. Master Franchise must interact with the franchise based on a distance about their performance. A franchise should be notified by master franchise as soon as it appears that such franchise quality is not in any meeting. McDonald's encourages Master Franchise to have an open door policy and the franchise may have any concerns to discuss. Franchise master will have the ability to talk to/address address ingestion concerns with the highest level of franchise management. New Franchise Requirements • Front Investment – Candidates must have the ability to invest 50% of the price to open or buy franchised • Integrity and character – Candidates must demonstrate fundamental honesty and must start appropriate procedures for proof of master franchise (for example, background checks, input within the local business community), subject to applicable law. • Business spirit – Candidate must demonstrate, through experience and background, that he is modern and has a strong desire to succeed. • Experience of business in the first place – candidates must own their business; Or (ii) led more than one department in a business located within the applicable local market and, if they were employed by any institution, they must be a record of promotion through the continuous rows of the organization structure of this firm or organization. • Pre-success-candidate must demonstrate successful ownership or management of a multi-unit business. • Commitment – The candidate must be ready to dedicated his full time and best efforts to franchised restaurants as an on-premium franchise. • According to good financial statement-candidate performance is mandatory, experience, education or background, understanding of financial perceptions (including financial controls) and the ability to apply these concepts to greater business performance. • Good finance : Candidate must have managed to get his capital and develop it. Exh. 9-1 Development/Writing • Franchise enabled for compliance-franchisemust be in compliance with each of their franchise agreements. • Operation-franchise sit-in situ work on each franchised restaurant that is consistently meet or meet a grading system, greater than the standard, customer service program and is manifested by inspection and audit results as required by the system. Every franchised restaurant is working according to the franchise standards and franchise agreement. • Financial – must be franchised (i) run a financially viable franchised restaurant business and meet all financial responsibilities; (ii) building this business by increasing the sales capacity of franchised restaurants; and (iii) to improve the competitive position of franchised restaurants in the market in accordance with a timely investment and franchise agreement. In this regard it is important to consider that in addition to the elements: • Franchised restaurant business is financially viable (for example, it generates a capital of considerable cash flow and positive working and includes a reasonable debt level). • Franchise pays timely business master franchises and other borrowers. • Due to franchise, the master franchise is regularly given financial statements and other reports. • Franchise invested in each of its franchised restaurants so they are competitive in the market and that is in accordance with the requirements applicable under the franchise agreement. • People – Franchise must be demonstrated to recruit, develop, train and maintain personnel and work Their franchised restaurant business, each franchised restaurant includes at least one by being a Hembarger University graduate. Measurement tools and instructions are included for these purposes: • Franchise must have a reasonable number of certified shift managers for each franchised restaurant. • Franchise must be an effective staff training program. • Franchise must be an effective customer service program. • Customer satisfaction-franchise must demonstrate the ability to improve customer satisfaction in each restaurant. Measurement tools and instructions are included for these purposes: Exh. 9-2 • Compare sales and guest count compared to the market and rival index. • Enough staffing in all shifts to maximum sales. • Number and nature of customer complaints, including feedback received by the customer service program, which will be compared to other franchised restaurants in the area where such franchised restaurants are located. • The launch of franchise and the revival of customer recovery programand success of the program. • Passing scores on the compliance system. • Operator involvement – Franchise must work on great restaurants through its personal ongoing and constructive involvement. It is important to be positive involved with the franchise partner and otherwise interactive with other franchisees. Measurement tools and instructions include: • Franchise-written full-time and best efforts to their franchised restaurant business, including personal management and leadership exposure in the restaurant business. • Degree in which franchise ads participate in co-operation, if these opportunities exist. • Franchise actively participates in and supports social responsibility efforts such as local Ronald McDonald House, charity or other institutions dedicated to backward and organizations for child care and development and supports elderly care. • In order for a franchise to be eligible for development and writing, they, at least, meet all of the above standards. Master franchise smust interact with the franchise on a distance basis so that the franchise knows whether it is eligible for development and writing. A franchise should be notified soon as it appears that the organization does not meet any criteria. The franchise has disputes with McDonald's to encourage master franchise sanctomy and the franchise to discuss any concerns. Franchise must have the ability to talk to/address address concerns with the highest level of

