A&W NATIONAL PURCHASING CO-OP, INC.

MEMBERSHIP SUBSCRIPTION AND COMMITMENT AGREEMENT

This is a Membership Subscription and Commitment Agreement (the "Agreement") between the A&W National Purchasing Co-op, Inc. (the "A&W Co-op") and the undersigned member (the "Member"). In consideration of the transactions contemplated herein, including the issuance by the A&W Co-op to the Member of shares of A&W Co-op Common Stock, the A&W Co-op and the Member, intending to be legally bound, hereby make this Agreement and set forth the terms and conditions of the purchase and sale of membership interests in the A&W Co-op.

1. **Subscription**. The Member desires to become a stockholder member of the A&W Co-op. To become a stockholder member, the Member hereby subscribes for and agrees to purchase, as more particularly described in the current Membership Information Packet:

_____ One share of A&W National Purchasing Co-op, Inc. Membership Common Stock, no par value. (No more than one share of Membership Common Stock may be issued to any one person, entity or corporation or to certain groups of affiliated persons, entities or corporations.)

_____ Share(s) of A&W National Purchasing Co-op, Inc. Store Common Stock, no par value. (Each franchisee Member must purchase one share of Store Common Stock for each and every A&W retail outlet which such stockholder member owns and operates. Only holders of Membership Common Stock may purchase shares of Store Common Stock.)

The Member represents that the Member is eligible to purchase the foregoing shares under the A&W Co-op Bylaws.

2. **Payment for Shares**. The full purchase price of the shares subscribed for above is $10 for the share of Membership Common Stock plus $400 per share for each share of Store Common Stock.

3. **Receipt of Disclosure**. The Member acknowledges receipt of a current Membership Information Packet relating to the A&W Co-op's shares of Common Stock.

4. **Purchase for Own Account**. The Member represents that (i) the Member has such knowledge and experience in financial and business matters that the Member is capable of evaluating the merits and risks of a purchase of the shares of Common Stock and (ii) the shares of Common Stock will be purchased for the Member's own account and not with a view toward distribution which is prohibited.

5. **Commitments**.

(a) The Member understands, acknowledges and agrees to coordinate all requests to YUM! Brands, Inc., and its affiliates, for supplier and distributor approval through the A&W Co-op and/or the Unified Foodservice Purchasing Co-op, LLC ("UFPC").

(b) The Member understands, acknowledges and agrees to abide by the terms of the A&W Co-op Bylaws, as amended from time to time, including the provisions regarding sourcing fees and the distribution of any patronage dividends, as set forth in the Membership Information Packet. The Member further understands, acknowledges and agrees that the Member is hereby making certain purchase and other commitments to the A&W Co-op and UFPC and that the Member agrees to abide by and to fulfill such commitments in all respects. These commitments include purchasing "virtually all" of the Member's Goods and Equipment for use in the Member's A&W retail outlets, as set forth in the Bylaws and Membership Information Packet.

6. **Acceptance of Subscriptions**. The A&W Co-op reserves the right to accept or reject subscriptions for Membership and/or Store Common Stock in its sole discretion. If the A&W Co-op rejects a subscription, the A&W Co-op will promptly refund all subscription payments, without interest.

7. **Construction**. This Agreement shall be governed by and construed (i) in accordance with the laws of the United States, and (ii) in accordance with the A&W Co-op Certificate of Incorporation and Bylaws, as amended from time to time.

8. **Offering Made Only by Membership Information Packet**. This is neither an offer to sell nor a solicitation of an offer to buy the common stock described in the Membership Information Packet. The offering is made only by the A&W Co-op's current Membership Information Packet.

9. **Effective Date**. This Agreement is effective upon execution by a duly authorized officer of the A&W Co-op.

10. **Severability**. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect, the validity, legality and enforceability of that provision and of all other provisions of this Agreement shall in no other way be affected or impaired.

11. **Terms and Conditions**. The Member is aware of and agrees to all of the terms and conditions of the offer and sale of the A&W Co-op's Common Stock, as described in this Agreement and the Membership Information Packet, including the prohibition on the transfer to a third party of shares of Common Stock by virtue of the A&W Co-op's Certificate of Incorporation and Bylaws and the provisions of applicable law. The Member consents to the placement on the stock certificates representing the shares of Common Stock purchased hereby of a legend concerning these restrictions on transfer.

[Instructions and signatures on next page]

INSTRUCTIONS

1. Complete lines 1-7 listed below under the heading "TO BE COMPLETED BY MEMBER". The Member is the individual, corporation, partnership or other entity who executed the A&W Franchise Agreement and is officially listed as the A&W franchisee.

2. If the Member is an individual, the Member should print his or her full name on Line 1 and sign Line 2. If the Member is a corporation, partnership or other entity, the Member should print the full name of the entity on Line 1 and the authorized representative of the entity should sign, indicating the title of such authorized representative, on Line 2.

3. If the share of Membership Common Stock is being purchased on behalf of more than one legal entity, all of which are controlled by the same person or parent entity, the Member may be (i) any of the aforementioned entities or (ii) the controlling person.

4. Please return an executed copy of this Agreement to Stockholder Records, A&W National Purchasing Co-op, Inc., 950 Breckenridge Lane, Louisville, Kentucky 40207, with payment of the full purchase price by money order or similar method of payment in US funds made payable to "A&W National Purchasing Co-op, Inc."

TO BE COMPLETED BY MEMBER

1.) Member Name (Name to Appear on Certificates): _____

2.) Signature (and, if appropriate, Title): _____

3.) Social Security or Federal Tax ID Number: _____

4.) Street Address or P.O. Box: _____

5.) City/State/Zip: _____

6.) Phone Number: _____

7.) Fax Number: _____

These Store Shares are being purchased for the following unit locations:
(if more space is needed, please attach an additional page)

Store Number	Franchise or License	Name of Owner	Controlling Shareholder or Partner
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

TO BE COMPLETED BY A&W CO-OP

ACCEPTED AND AGREED TO:

A&W NATIONAL PURCHASING CO-OP, INC.

By_____

Name:_____

Title:_____

Date:_____

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