A&W NATIONAL PURCHASING CO-OP, INC.

Membership Information Packet

August 15, 2011

We are offering:

- Shares of Membership Common Stock at $10.00 per share *and*
- Shares of Store Common Stock at $400.00 per share

to all A&W franchisees and licensees in the United States, the National A&W Franchisees Association, Inc., and A&W Restaurants, Inc.

The A&W Co-op conducts a purchasing program through the Unified Foodservice Purchasing Co-op, LLC (UFPC) to provide our stockholder members with the lowest possible sustainable store delivered costs for food, packaging, supplies, equipment and related services used in their A&W outlets.

There is no trading market for this stock, nor can one develop. This stock may not be transferred to any third party. This stock has been and is only being offered to A&W franchisees and licensees, the National A&W Franchisees Association, Inc., and A&W Restaurants, Inc. You should purchase this stock to participate in UFPC sponsored purchasing programs that are offered to members, without any expectation of a return on your investment through appreciation in the value of this stock or per share dividends.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the stock being offered, or determined if this membership information packet is truthful or complete. Any representation to the contrary is a criminal offense.

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MEMBERSHIP OFFERING SUMMARY

Who are we?

A&W National Purchasing Co-op, Inc. ("A&W Co-op"), is a purchasing cooperative, which focuses on the purchase of the food, packaging, supplies, equipment and related services ("Goods and Equipment") used by owners and operators ("Operators") of A&W restaurants, including Yum!! Brands, Inc. ("Yum!") through its subsidiary, A&W Restaurants, Inc. Along with cooperatives representing owners and operators of Kentucky Fried Chicken, Long John Silver's, Pizza Hut and Taco Bell restaurants, the A&W Co-op is a member of the Unified Foodservice Purchasing Co-op, LLC ("UFPC"), which administers purchasing programs on our behalf. Yum!, together with its subsidiaries, (a) is the franchisor and licensor of the A&W All American Food, Kentucky Fried Chicken, Long John Silver's, Pizza Hut and Taco Bell concepts, (b) the developer of products used and sold by the Yum! concepts, and (c) an operator of many Kentucky Fried Chicken, Pizza Hut and Taco Bell retail outlets.

Why is this stock being offered?

The A&W Co-op is offering this stock (a) to raise proceeds to provide working capital for the operation of the A&W Co-op; (b) to encourage all Operators, by virtue of membership, to use the volume purchasing services of the A&W Co-op and UFPC, thereby enhancing the ability of the A&W Co-op and UFPC to achieve economies of scale in purchasing activities; and (c) to maintain a cooperative in which only A&W Restaurants, Inc., the National A&W Franchisees Association, Inc. ("NAWFA"), and A&W franchisees are members, thereby better enabling the A&W Co-op to respond to the unique needs and requirements of A&W Operators.

Why should I purchase this stock?

You should purchase A&W Co-op stock to participate in the purchasing programs we offer for our members, to participate in any patronage dividend program and to participate in our management through the election of directors. Together with UFPC, we administer purchasing programs for our members that may significantly reduce their store delivered costs of Goods and Equipment. You should not expect any return on your investment through stock appreciation or per share dividends.

How many shares of stock must I purchase to participate in the A&W Co-op's programs?

If you are a A&W franchisee and wish to become a stockholder member of the A&W Co-op, you must: (a) purchase one (1) share of Membership Common Stock; and (b) purchase that number of shares of Store Common Stock which equals the total number of A&W retail outlets you own and operate.

May I sell or transfer this stock?

No. Transfers of A&W Co-op stock to third parties are prohibited. Consequently, no market exists, nor is expected to develop for this stock. Unless otherwise prohibited by law, the A&W Co-op will redeem shares of Membership Common Stock held by those who no longer qualify as members for $10.00 per share. The A&W Co-op may also redeem shares of Store Common Stock for the price paid to acquire those shares if the stockholder member no longer owns or operates outlets with respect to the shares to

be purchased by the A&W Co-op or the stockholder member no longer desires to be a stockholder member of the A&W Co-op.

What is required of members?

Each member must (a) purchase virtually all of the Goods and Equipment used in the member's outlets through the purchasing programs that are offered by UFPC and the A&W Co-op, (b) agree that the A&W Co-op and UFPC may collect a fee (a "Sourcing Fee") in consideration of and to fund the A&W Co-op and UFPC's purchasing programs and services, (c) authorize the A&W Co-op and UFPC to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees from them for the account of the A&W Co-op or UFPC, (d) agree to abide by the terms and commitments of the A&W Co-op Bylaws and (e) agree to coordinate all requests to Yum! for supplier and distributor approval through the A&W Co-op and/or UFPC. A copy of the A&W Co-op Bylaws, as currently in effect, is attached as Appendix A to this Membership Information Packet. You should read them carefully.

Will I receive patronage dividends?

No dividends, other than patronage dividends, will be paid on any class of A&W Co-op stock. Members are entitled to patronage dividends, if distributed, on the basis of their annual business done with the A&W Co-op. See "Will I Receive Dividends and Patronage Dividends?"

How do I become a member?

To join the A&W Co-op, you should (a) read this Membership Information Packet, (b) sign the attached Membership Subscription and Commitment Agreement, indicating how many shares of Store Common Stock you are required to purchase and (c) return the Membership Subscription and Commitment Agreement, including a W-9 form, to the A&W Co-op Attention Stockholder Records, A&W National Purchasing Co-op, Inc., 950 Breckenridge Lane, Suite 300, Louisville, Kentucky, 40207, with your payment in the amount of $10 for your one share of Membership Common Stock plus $400 for each share of Store Common Stock you are required to purchase.

Who is being offered this stock?

We are offering Membership Common Stock (Series C through F) and Store Common Stock to persons or entities that are franchisees or licensees of A&W Restaurants, Inc. The series of Membership Common Stock issued to an Operator is generally based on the subscriber's geographic location. A&W Restaurants, Inc. has purchased one (1) share of Series G Membership Common Stock, and NAWFA has purchased one (1) share of Series B Membership Common Stock. See "Description of A&W Co-op Stock."

How is this stock being offered?

These shares of stock are being offered by the A&W Co-op through officers, directors and other affiliates of the A&W Co-op. Sales will be made to Operators only in units consisting of one (1) share of Membership Common Stock and one share of Store Common Stock for each retail outlet owned by such Operator.

How will these proceeds be used?

Any net proceeds of this offering will be used to provide working capital for the operation of the A&W Co-op. The working capital needs of the A&W Co-op may also be met through borrowings.

Is Yum! involved?

Yum! is involved through its subsidiary, A&W Restaurants, Inc., which is a member of the A&W Co-op and has purchased one (1) share of Series A Membership Common Stock. Yum!, however, is not a member of UFPC, although Yum! selects two (2) members of UFPC's Board of Directors. As franchisor of the Yum! Concepts and as an operator of many outlets, we believe Yum! is strongly committed to the success of UFPC and the A&W Co-op. Yum! has agreed to purchase through UFPC virtually all of the goods and equipment needed for the Yum! operated outlets in the United States.

On January 18, 2011, Yum! announced its intention to sell A&W Restaurants, Inc. We cannot guarantee that the A&W Co-op will remain a member of the UFPC if Yum! sells A&W Restaurants, Inc.

THE OFFERING

Why is this stock being offered?

The A&W Co-op is offering this stock (a) to raise proceeds to provide working capital for the operation of the A&W Co-op; (b) to encourage all Operators, by virtue of membership, to use the volume purchasing services of the A&W Co-op and UFPC, thereby enhancing the ability of the A&W Co-op and UFPC to achieve economies of scale in purchasing activities; and (c) to maintain a cooperative in which only Yum! (through its subsidiary, A&W Restaurants, Inc.), NAWFA, and A&W franchisees and licensees are members, thereby better enabling the A&W Co-op to respond to the unique needs and requirements of A&W Operators.

How is this stock being offered?

This A&W Co-op stock is being offered directly by officers, directors, and other affiliates of the A&W Co-op. None of these people will receive any commission or fee in connection with these sales. These interests are only being offered to Operators of A&W retail outlets, including Yum! (through its subsidiary, A&W Restaurants, Inc.). Sales are made only in units consisting of one (1) share of Membership Common Stock per Operator and one (1) share of Store Common Stock for each outlet operated by such Operator. This A&W Co-op stock is being offered on a continuing basis, subject to applicable legal requirements.

The A&W Co-op reserves the right in its sole discretion to accept or reject any membership subscription.

The shares of A&W Co-op stock are being offered on a "best efforts" basis. There is no scheduled termination date for this offering, no minimum required purchase, nor have any arrangements been made to place the funds received in the offering in escrow, in trust or to make other similar arrangements.

No person is authorized by the A&W Co-op to give any information or to make any representations other than those contained in this Membership Information Packet in connection with the offering described herein. This Membership Information Packet does not constitute an offer of any membership interest other than the shares of A&W Co-op stock to which it relates, or an offer by any person within any jurisdiction to any person to whom such offer would be unlawful. The delivery of this Membership Information Packet at any time does not imply that the information herein is correct as of any time subsequent to its date.

As of July 1, 2011, 249 shares of Membership Common Stock and 636 shares of Store Common Stock were outstanding.

How will these proceeds be used?

Any net proceeds of this offering will be used to provide working capital for the operation of the A&W Co-op. As part of the consideration for its membership interest in UFPC, the A&W Co-op made an initial capital contribution of $350,000 to UFPC and loaned UFPC $1,951,000. The working capital needs of the A&W Co-op may also be met through borrowing.

The A&W Co-op currently has a revolving line of credit with a commercial bank in the amount of $1.5 million for working capital. See "Consolidated Financial Statements."

How do I become a member?

Membership in the A&W Co-op is open to all A&W Operators who are franchisees or licensees in the United States.

To join the A&W Co-op you should (a) read this Membership Information Packet, (b) sign the attached Membership Subscription and Commitment Agreement, indicating how many shares of Store Common Stock you are required to purchase, and (c) return the Membership Subscription and Commitment Agreement, including a W-9 form, to the A&W Co-op Attention Stockholder Records, A&W National Purchasing Co-op, Inc., 950 Breckenridge Lane, Suite 300, Louisville, Kentucky, 40207, with your payment in the amount of $10 for your one share of Membership Common Stock plus $400 for each share of Store Common Stock you are purchasing.

If a member at any time becomes an Operator of additional A&W outlets, that member must purchase one (1) additional share of Store Common Stock for each additional outlet at a purchase price of $400 per share. Members purchasing additional shares of Store Common Stock must submit a properly completed Membership Subscription and Commitment Agreement to the A&W Co-op.

THE BUSINESS

Who are we?

The A&W Co-op is a purchasing cooperative that operates a purchasing program for its members through UFPC in order to provide its members with the lowest possible store delivered costs for Goods and Equipment used in their outlets. Our members are Operators of A&W outlets, as well as A&W Restaurants, Inc. and NAWFA.

History

On March 1, 1999, UFPC was organized with the KFC National Purchasing Cooperative, Inc. (now the KFC National Purchasing Co-op, Inc.) (the "KFC Co-op"), the Pizza Hut National Purchasing Co-op, Inc. (the "Pizza Hut Co-op"), and the Taco Bell National Purchasing Co-op, Inc. (the "Taco Bell Co-op") (collectively with the A&W Co-op and the Long John Silver's National Purchasing Co-op, Inc. (the "LJS Co-op"), the "Concept Co-ops") as its initial members. UFPC provides the support and operational services for each Concept Co-op through combined administrative and purchasing functions. Yum! (through its subsidiaries) is a member of each Concept Co-op.

Yum! acquired Yorkshire Global Restaurants, Inc. ("Yorkshire") on May 7, 2002 and now through Yorkshire is engaged in developing, franchising, licensing and operating quick service restaurants and other food outlets under the A&W All American Food and Long John Silver's concepts, as well as the KFC, Pizza Hut and Taco Bell concepts. The A&W Co-op and

the LJS Co-op were organized as wholly owned subsidiaries of UFPC in connection with UFPC's assumption on August 26, 2002, of the supply chain functions for the A&W and Long John Silver's concepts pursuant to the Yorkshire SCM Transfer Agreement (the "SCM Transfer Agreement").

Pursuant to the SCM Transfer Agreement, (a) Yum! transferred to UFPC, and UFPC assumed, certain Yum! contracts and commitments involving the purchase or sale of goods and equipment; (b) UFPC agreed to assist Yum! in arranging the sale of the equipment owned by Yum! and held by Allen & Wright Restaurant Equipment, a division of Yorkshire; (c) UFPC made offers of employment to certain of the employees of Yum! and its subsidiaries who were engaged primarily in the purchase or sale of goods and equipment for use or consumption by A&W or Long John Silver's outlet operators; and (d) Yum! agreed to reimburse UFPC's reasonable expenses incurred in connection with the organization and commencement of operations of the A&W Co-op and the LJS Co-op.

The A&W Co-op and the LJS Co-op ceased to be subsidiaries of UFPC and became members of UFPC on December 15, 2002 concurrent with the issuance of Membership Common Stock and Store Common Stock to Yum!'s subsidiaries, A&W Restaurants, Inc. and Long John Silver’s, Inc. respectively.

To facilitate participation in the A&W Co-op, NAWFA paid the A&W Co-op on behalf of A&W franchisee operators for all A&W Co-op Membership Common Stock and Store Common Stock purchased by franchisee operators of A&W outlets made on or before January 31, 2004. NAWFA would only make such payment on behalf of a franchisee upon notice from the A&W Co-op that the A&W Co-op had received the franchisee's properly completed Membership Subscription and Commitment Agreement.

Operations

Through UFPC, the A&W Co-op makes volume purchases and arranges for the purchases of goods and equipment from manufacturers and suppliers for sale to A&W Operators and distributors who supply A&W Operators. We work to obtain low prices by making or arranging volume purchase commitments and by assuming other purchasing functions and risks on behalf of A&W Operators, distributors and suppliers. We also reduce the cost to the A&W system by assuming many credit, sales, marketing and billing functions, which would otherwise be performed by multiple suppliers. Our volume purchase commitments allow suppliers to reduce their costs since they can more effectively plan their production, purchasing, and inventory levels. Because (a) the volume of goods and equipment purchased through the A&W purchasing program is less than the volume of purchases through each of the other Concept Co-ops and (b) the A&W Co-op may not fully utilize all of the programs and services available from UFPC, the A&W Co-op receives an appropriately reduced allocation of UFPC expenses. In addition, in 2006, sourcing fees on A&W food and packaging were reduced to take into account the fact that NAWFA and A&W Restaurants, Inc. absorb much inventory obsolescence risk in connection with the A&W purchasing program.

We also actively provide our members with advisory services relating to the distribution of goods and equipment, including industry data on distribution costs and service levels, which

enable our members to negotiate more effectively with distributors, and we sponsor a Distributor Monitoring Program to enhance the system of independent distributors available to A&W Operators.

In sum, the A&W Co-op provides the convenience of "one-stop" shopping for suppliers, distributors and operators that otherwise might be required to deal with a number of third parties.

Through the ongoing membership subscription of A&W Operators, we seek to maximize our number of members to enhance our ability to achieve economies of scale in our purchasing activities.

What is UFPC?

The purpose of UFPC is to enhance its members' long-term growth and profit opportunities by assuring the supply, distribution, and competitive pricing of specified products, superior program management, and world class customer service.

In addition to reducing the store delivered costs of Goods and Equipment, the goals of UFPC are to:

- Allow the A&W, KFC, Long John Silver's, Pizza Hut and Taco Bell franchisees to work together to identify common interests as Yum! franchisees. Historically, the A&W, KFC, Long John Silver's, Pizza Hut and Taco Bell systems were administered separately in most respects and each system's franchisees had their own franchisee organizations. Now, Concept Co-ops for each system are the members of UFPC which is governed by a board of directors with franchisees from each system;

- Allow Yum! and its franchisees to work together. There are often tensions between franchisor and franchisees concerning a myriad of issues such as the terms of franchisee agreements, the expenditure of marketing funds, the advisability of product promotions and changes, and the franchisor's role in the procurement and distribution of Goods and Equipment. UFPC should substantially align the interests of Yum! as operator and franchisor and of Yum!'s franchisees in the procurement of Goods and Equipment at the lowest possible sustainable store delivered price;

- Increase the purchasing power and leverage of the Operators' purchasing cooperative by allowing the purchasing cooperative to make larger volume purchase commitments and to speak with one consistent voice with suppliers;

- Facilitate taking advantage of both title and non-title transactions. Historically, the KFC Co-op took title to goods and equipment purchased from vendors and resold them to operators and their distributors. By taking title, the KFC Co-op assumed the administrative burden of obtaining payment from operators and their distributors. Historically, Yum!'s Supply Chain Management negotiated terms with suppliers pursuant to which suppliers would sell goods and equipment directly to Yum! and other franchisee operators and their distributors, without assuming any credit risks. UFPC combined the KFC Co-op's expertise with respect to title transactions and

Supply Chain Management's expertise with respect to non-title transactions, allowing UFPC to evaluate on an item by item, program by program and distributor by distributor basis which kind of transaction will result in the lowest possible sustainable store delivered prices. UFPC's development of sophisticated supply chain monitoring systems has facilitated a substantial shift of KFC Co-op title transactions to non-title transactions;

- Allow a higher level of sophistication in purchasing programs and partnerships with suppliers by combining the expertise in each purchasing program and by allowing more specialized purchasing supported by a larger organization;

- Eliminate most sheltered income, which includes rebates, volume discounts, and promotional allowances, that does not benefit all Operators equally. Yum! has agreed to forego the collection of most sheltered income from suppliers and distributors which franchisees believe will allow suppliers and distributors to charge lower prices; and

- End confusion for valued suppliers and distributors which was caused by uncoordinated, separate communication to suppliers and distributors from Yum!'s Supply Chain Management and a separate franchisee purchasing organization, such as the KFC Co-op, concerning such matters as requirements and purchase commitments and over who "speaks" for the restaurant system.

In conjunction with our membership in UFPC, the A&W Co-op operates an A&W purchasing cooperative business. Although this business is outsourced to and administered by UFPC, the A&W purchasing program is subject to significant control, advice and counsel of the A&W Co-op. The A&W Co-op Board of Directors exercises policy making decisions and administers the patronage dividend program. Although the A&W Co-op is an independent corporation, its success is, in large part, linked to the success of UFPC and the ability of UFPC to administer purchasing programs which utilize economies of scale to reduce the store delivered costs of Goods and Equipment to Operators.

What are the benefits of being a member?

Being a member of the A&W Co-op will entitle you to (a) participate in the purchasing programs we offer for members, (b) be eligible to receive patronage dividends, if distributed, and (c) participate in our management through the election of directors. Our Bylaws require us to always do more than 90% of the value of our business with A&W Co-op members. Thus, the more members we have, the greater our ability is to achieve economies of scale through our purchasing programs.

While there are many potential benefits of being a member of the A&W Co-op, it is not without risk. Although members of UFPC's management team have significant purchasing experience, the A&W Co-op and UFPC are still subject to many of the risks incident to any commercial enterprise.

If the business of the A&W Co-op or UFPC were to fail, a member could lose an amount of money equal to the amount paid by the member to purchase shares of Membership Common Stock and Store Common Stock.

What is required of members?

Purchase Requirements. A&W Co-op members are required to purchase virtually all of their Goods and Equipment for use in their retail outlets through the purchasing programs of UFPC and the A&W Co-op. The A&W Co-op Bylaws state in relevant part:

> 2.6 Purchase Commitment. Each stockholder member shall purchase virtually all Goods and Equipment for use in the stockholder member's retail outlets through the purchasing programs of UFPC and the A&W Co-op. "Virtually all" with respect to Goods and Equipment means all Goods and Equipment except Goods and Equipment:
>
> (a) Where UFPC or the A&W Co-op agrees in advance in writing that the stockholder member need not purchase the particular item or category of Goods or Equipment through the purchasing programs of UFPC;
>
> (b) Where the stockholder member determines in good faith, after written notice to UFPC (or if prior notice is impractical, with notice given as soon as possible), with respect to a specific item or category of Goods or Equipment for specific retail outlets that (i) UFPC is unable to meet the member's required volume of supply for the particular Goods or Equipment, or (ii) UFPC is unable to meet previously established quality standards with respect to particular Goods or Equipment;
>
> (c) Where the stockholder member determines in good faith, after written notice to UFPC (or if prior notice is impractical, with notice given as soon as possible), that UFPC's purchasing policies or procedures with respect to the particular item or category of Goods or Equipment present a material business risk to the member, which the member is unwilling to assume, because of UFPC's volume, hedging or similar commitments, arrangements or policies; or
>
> (d) Purchased after the termination of the stockholder member's membership in the A&W Co-op.

Sourcing Fees. By virtue of their membership in the A&W Co-op, each stockholder member (a) agrees that the A&W Co-op and UFPC may collect from the stockholder member a fee (a "Sourcing Fee") in consideration of and to fund the A&W Co-op and UFPC's purchasing programs and services, and (b) authorizes the A&W Co-op and UFPC to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees from the stockholder member for the account of the A&W Co-op or UFPC.

Coordinating Supplier and Distributor Approval. By signing the Membership Subscription and Commitment Agreement, members agree to coordinate all requests to Yum! for supplier and distributor approval through the A&W Co-op and/or UFPC.

Abiding by the Bylaws. Members of the A&W Co-op also consent to abide by the terms and commitments of the A&W Co-op Bylaws, as amended from time to time, including those relating to the distribution of patronage dividends. The Bylaws require members of the A&W Co-op who are United States residents to report any patronage dividends received as gross income for federal income tax purposes. The A&W Co-op will file with the Internal Revenue Service a report, currently on Form 1099-PATR, of the amount of patronage dividends paid to each member.

Past Due Receivables. Should any member have a past due balance resulting from purchases through the A&W Co-op, UFPC, or another Concept Co-op, any and all payments accruing to that member will be first applied to the cumulative unpaid balance then owing to the A&W Co-op, UFPC, or such other Concept Co-op, including any assessed service charges and interest, before any distributions are made to the Member (subject to the requirement that an amount equal to 20% (or in certain instances 30%) of the total annual patronage dividends distributable for the applicable year to any such member will be paid in cash if any such member so requests in writing).

Organizational Structure

The A&W Co-op, the KFC Co-op, the LJS Co-op, the Pizza Hut Co-op, and the Taco Bell Co-op are the parties to the Amended and Restated Operating Agreement for UFPC originally dated March 1, 1999, as amended and restated as of March 31, 2005 (the "Operating Agreement"). In the Operating Agreement, each of the Concept Co-ops has agreed to continue participation in UFPC through December 31, 2015. Each of the Concept Co-ops can withdraw from UFPC at any time after December 31, 2015 upon one year's advance written notice of withdrawal. UFPC is a Kentucky limited liability company. Yum! is a recognized third party beneficiary of the Operating Agreement. The Operating Agreement describes the business of UFPC. UFPC combines the purchasing volume for goods and equipment within and across Yum!'s A&W, KFC, Long John Silver's, Pizza Hut and Taco Bell concepts in order to achieve the lowest possible store delivered costs for outlet operators. UFPC manages and operates purchasing programs for each of the Concept Co-ops consistent with the terms of Management Agreements between UFPC and each Concept Co-op. See "Purchasing Programs."

Prior to April 1, 2005, UFPC operated and was treated as a partnership for federal and state income tax purposes. Since April 1, 2005, UFPC has been treated for federal and state income tax purposes as an association taxable as a corporation, which operates on a cooperative basis with the Concept Co-ops under Subchapter T of the Internal Revenue Code of 1986 as amended (the "Code").

Patronage Dividend Distributions to Members. Unless otherwise agreed between UFPC and each Concept Co-op and only to the extent permitted by Subchapter T of the Code, UFPC will, within the fifteenth day of the ninth month following the close of UFPC's taxable year, pay

a patronage dividend to each Concept Co-op in an amount equal to at least 90% of any income generated by UFPC from such Concept Co-op's purchasing program net of all expenses for the year allocable to such purchasing program, as determined in accordance with UFPC's expense allocation procedures. The remaining 10% of net income may be retained by UFPC. However, each Concept Co-op is required to reimburse UFPC, on or before the last day of UFPC's taxable year, for any net losses incurred by its purchasing program.

Except as expressly provided in the Operating Agreement and Management Agreements, no Concept Co-op is entitled to withdraw any part of its capital contributions or receive any distribution from UFPC.

No member of a Concept Co-op is entitled to receive patronage dividends from UFPC. Members of a Concept Co-op are entitled to patronage dividends only as provided by the certificate of incorporation and bylaws of their Concept Co-op. See "Will I Receive Dividends and Patronage Dividends?"

Additional Members. Unless otherwise determined by the Board of Directors, the Concept Co-ops shall be the only persons, firms, or entities eligible for membership in UFPC. UFPC may admit additional members from time to time at the election of the UFPC Board of Directors, upon the terms and conditions determined by the UFPC Board. A prerequisite to admission to membership in UFPC is the written agreement by the additional member to be bound by the terms of the Operating Agreement.

UFPC Board of Directors. The business and affairs of UFPC are managed by the UFPC Board. The UFPC Board constitutes the "manager" of UFPC.

The number of full voting directors is currently ten. The KFC Co-op, the Pizza Hut Co-op, the Taco Bell Co-op and Yum! will each continue to designate two (2) voting members of the UFPC Board. The A&W Co-op and the LJS Co-op will each designate one voting member of the UFPC Board. As of July 2011, the A&W Co-op had designated E. Dale Mulder as its UFPC representative. If the number of retail outlets operated by members of the A&W Co-op or the LJS Co-op reach eighty percent (80%) of the number of retail outlets operated by members of any of the KFC, Pizza Hut or Taco Bell Co-ops, then the A&W Co-op or LJS Co-op, as the case may be, will become eligible to elect two (2) voting members of the UFPC Board. Any action by the UFPC Board continues to require the affirmative vote of at least one (1) of the directors designated by each of the KFC, Pizza Hut and Taco Bell Co-ops, and the chair of the UFPC Board will continue to rotate among directors elected by the KFC, Pizza Hut and Taco Bell Co-ops.

Other than exemptions specifically approved by the UFPC Board, no director of UFPC who is appointed by a Concept Co-op may be affiliated in any way with (a) Yum! other than as a Yum! Brand franchisee, (b) a restaurant brand or concept which is not a Yum! Brand and which competes directly or significantly with a Yum! Brand, or (c) any business which competes with UFPC or a Concept Co-op. Each franchisee member of the UFPC Board must also be a voting member of the board of directors of a Concept Co-op. As used in this paragraph, the term

"Yum! Brand" means any of the A&W, KFC, Long John Silver's, Pizza Hut, or Taco Bell brands.

Canadian Operations. On March 23, 1999, UPGC (the "Canada Co-op") began its operations as a new unified purchasing cooperative for KFC, Taco Bell, and Pizza Hut operators in Canada and now also includes Long John Silver's and A&W operators. The Canada Co-op is not represented on the A&W Co-op Board of Directors. Currently, UFPC is not participating in any Canada Co-op purchasing programs. However, UFPC permits the Canada Co-op under certain circumstances to (a) purchase equipment under UFPC's purchasing programs, (b) purchase goods and equipment from UFPC suppliers and leverage UFPC volume in purchasing goods from UFPC suppliers and their Canadian affiliates, and (c) access certain information and processes of UFPC.

Purchasing Programs

UFPC and each Concept Co-op have entered into a Purchasing Program Management Agreement. These Management Agreements set forth the terms pursuant to which UFPC administers purchasing programs on behalf of each Concept Co-op. The initial term of each Management Agreement extends through December 31, 2015 and may be terminated then or on any December 31st thereafter upon one (1) year's notice of termination.

In general, the management services provided by UFPC include:

- Negotiating the lowest possible sustainable prices for goods and equipment from suppliers approved by Yum! for sale through UFPC or directly by the supplier to Yum!-approved distributors selected by the Concept Co-ops and the outlet operators;

- Assisting the Concept Co-ops and outlet operators in negotiating and monitoring freight and distribution arrangements;

- Administering related insurance and other service programs; and

- Negotiating arrangements such as master beverage agreements and cheese contracts.

Payment to UFPC. To provide these services, the Concept Co-ops agreed in the Management Agreements that UFPC purchasing programs must (a) be operated in a fiscally responsible manner, (b) be appropriately capitalized and financially self-sustaining, and (c) generate net income for each taxable year of UFPC. In exchange for administering these services, UFPC may retain 10% of the net income generated by each purchasing program. Unless otherwise agreed between UFPC and each Concept Co-op and only to the extent permitted by Subchapter T of the Code, UFPC will distribute the remaining net income to the Concept Co-ops as a patronage dividend within the fifteenth day of the ninth month following the close of UFPC's taxable year. However, on or before the last day of UFPC's taxable year, each Concept Co-op is required to reimburse UFPC for any net losses of its purchasing program. See "Organizational Structure – Patronage Dividend Distributions to Members."

Margins and Distributor Fees. To maintain prudent working capital reserves and provide a sound operational basis for its purchasing programs, UFPC also generates income by charging distributors (a) mark-ups, or margins, on goods and equipment for which UFPC takes title or (b) service fees on goods and equipment for which UFPC does not take title.

Federal Income Tax Consequences of Patronage Income. Pursuant to the Management Agreements and the Operating Agreement, income generated through the management services provided by UFPC is retained in part as consideration for UFPC's services, with the balance paid to each Concept Co-op as a patronage dividend to the extent permitted by Subchapter T of the Code. We believe, based on applicable authorities, that such payments qualify for patronage dividend characterization under Section 1381 through 1388 of the Code, so long as such amounts that are not retained by the A&W Co-op for capital and reserves are distributed to our stockholder members in accordance with our Certificate of Incorporation and Bylaws. The A&W Co-op, however, has not and does not intend to apply for a ruling from the IRS with respect to the characterization of the payments for federal income tax purposes. If the IRS challenged the characterization of the payments and was successful, then we would be liable for taxes and interest for any amounts disallowed as exclusions from our taxable income. See "Will I Receive Dividends and Patronage Dividends?"

Distribution

Notwithstanding UFPC's coordination of the distribution of many goods and equipment to Operators, each Operator may individually choose its own Yum!-approved distributors. Furthermore, Operators may buy goods and equipment directly from UFPC, directly from Yum!-approved distributors (whether or not the distributor purchases from or through UFPC), or directly from approved suppliers. All Yum!-approved distributors may buy goods and equipment from or through UFPC for sale or resale to operators, subject to their agreement to enter into a Distributor Participation Agreement with UFPC. Pursuant to the Distributor Participation Agreement, a distributor agrees to, among other things, remain in compliance with UFPC's credit standards and policies, provide information to UFPC regarding its sales to operators, forego most sheltered income, and pay UFPC a service fee for its purchasing services.

Distributors purchasing from or through UFPC usually consolidate orders received from individual Operators and place bulk orders with UFPC and suppliers. UFPC consolidates such orders from all distributors and Operators for a given item and issues shipping and sales instruction to suppliers. The supplier then ships the goods or equipment directly to the operators or to local distributors who, in turn, deliver the merchandise to operators.

Title Transactions. For transactions in which UFPC takes title, suppliers bill UFPC which, in turn, bills the distributor or Operator for any goods or equipment shipped. In title transactions, UFPC takes title to the goods or equipment and assumes the risks related to taking title, even though UFPC does not take physical delivery of most merchandise. Also in title transactions, UFPC extends short-term trade credit to its customers; therefore, it bears the risk that accounts receivable may become uncollectible or may not be paid in accordance with usual terms if an operator experiences financial difficulties.

Non-Title Transactions. In transactions in which UFPC does not take title, suppliers bill the distributors directly for the approved goods or equipment purchased pursuant to UFPC's orders.

Other Programs. UFPC operates a Distributor Monitoring Program which monitors prices and provides reports to franchisees and franchisee committees to assist them in negotiating with and selecting among distribution alternatives in order to receive the best pricing and service. UFPC believes that the monitoring program and the formation of cross-concept regional distribution committees strengthen the system of distributor options for all franchisees.

UFPC also maintains a database which provides members, upon request, with the following:

- internet-based price and volume information for member stores through UFPC's partnership with Instill Corp.;
- industry data to assist them in analyzing cash discounts, earned weight discounts and other elements of the distributors' costs;
- industry data on average distributor markups, order size discounts, cash discounts, distributor service levels and other distributor performance guidelines; and
- information on expected supply levels (especially possible shortages) and on expected changes in prices of goods and equipment through our program management teams.

UFPC also provides its members with assistance in resolving a wide variety of procurement problems including "out-of-stock" conditions, shipping problems and returned goods disputes.

The Yum! – UFPC Agreements

UFPC and Yum! entered into the Amended and Restated Yum! Purchasing Co-op Agreement dated August 26, 2002, as amended effective March 16, 2005 (the "Yum! Purchasing Co-op Agreement"). The term of the Yum! Purchasing Co-op Agreement continues until December 31, 2015, and may be terminated then or on any December 31st thereafter upon one (1) year's notice of termination. The Yum! Purchasing Co-op Agreement sets forth Yum!'s commitment to the purchasing programs of UFPC and the Concept Co-ops, Yum!'s supplier and distributor processes, aspects of the relationships between Yum! and suppliers and distributors, and coordination of UFPC's purchasing activities with the marketing, promotion, and other programs and projects of Yum!. A summary of the operating points from the Yum!-UFPC agreements is attached hereto as Appendix C and is incorporated by reference in this Membership Information Packet.

Yum!'s Commitment. Yum! designated UFPC as the exclusive administrator of purchasing programs, operated on behalf of the Concept Co-ops, for all Yum! owned and operated concept outlets. Yum! (through its subsidiaries) is a member of each Concept Co-op in accordance with their respective policies and requirements. Yum! purchases through UFPC virtually all of the goods and equipment needed for the Yum! operated outlets.

Yum! has the exclusive right and obligation with respect to the purchase and distribution of goods and equipment used by outlet Operators to (a) designate and terminate approved suppliers and approved distributors, with significant franchisee involvement, (b) designate approved goods and equipment, and (c) develop, designate, modify and update specifications for goods and equipment.

Sheltered Income. As used in the Yum! Purchasing Co-op Agreement, "sheltered income" means so called earned income, rebates, kickbacks, volume discounts, tier pricing, purchase commitment discounts, sales and service allowances, marketing allowances, advertising allowances, promotional allowances, label allowances, back-door income, application fees, inspection fees, quality assurance fees, etc. Sheltered income includes, among other items:

- fees charged suppliers and distributors in the supplier and distributor approval process;
- fees charged suppliers and distributors for quality inspections and "hot line" inquiries and complaints;
- license or trademark fees or rebates charged or expected as a condition of supplier or distributor approval or use, typically paid as a percentage of system-wide volume;
- higher prices permitted suppliers to amortize research and development expenses undertaken by suppliers at the request of Yum! or otherwise;
- higher prices permitted suppliers to amortize the cost of excess inventory;
- higher prices permitted suppliers to amortize the cost of graphics and other product changes;
- special or atypical payment terms;
- payments and allowances to distributors from suppliers based on distributor volume which are not reflected as a reduction in distributor cost or prices; and
- special favors, gifts and entertainment.

Yum! must abide by the terms of the sheltered income provisions of the Yum! Purchasing Co-op Agreement which provide that neither Yum! nor UFPC will receive or benefit from any sheltered income in connection with goods or equipment purchased or used by any outlets. Additionally, neither Yum! nor UFPC will authorize any approved supplier, approved distributor, or Concept Co-op to receive or benefit from sheltered income, subject to a few exceptions. The Yum! Purchasing Co-op Agreement does not, however, limit or prohibit the right of UFPC or any Concept Co-op to benefit from any sheltered income, provided that UFPC shares, and causes each Concept Co-op to share, such sheltered income among each applicable Operator (including Yum!) based on the dollar volume of the purchases of such Operator that gave rise to the receipt or benefit of such sheltered income.

Principal Customers

Although UFPC sells food and packaging primarily to distributors, the ultimate customers for the goods sold by UFPC are Operators, including Yum!. There can be no assurance that operators will continue to make substantial purchases through UFPC even though the Bylaws require all stockholder members including Yum! to purchase "virtually all" goods and equipment through UFPC and the A&W Co-op purchasing programs.

Sources of Supply

UFPC purchases or arranges for the purchase of goods and equipment from Yum!-approved suppliers for those items which operators require, giving all approved suppliers an opportunity to compete for UFPC's business. UFPC does not approve suppliers itself, but is involved in the approval process. See "The Yum! – UFPC Agreements - Yum!'s Commitment." UFPC may also from time to time suggest to potential suppliers that they seek approval for their products or facilities. UFPC's ability to obtain low prices for goods and equipment, subject to Yum!'s approval is, in part, dependent upon Yum! approving enough suppliers for any particular product so that there is price competition among approved suppliers. Generally, many suppliers are available to sell any given item purchased or contracted for by UFPC. For any item sold by or through UFPC for which approval is not required, UFPC purchases products from a wide variety of sources, ranging from local suppliers to large multinational corporations. Approved suppliers generally establish minimum order quantities. UFPC, in conjunction with Yum!, frequently monitors product quality and services of approved suppliers.

Competition

UFPC faces competition from manufacturers who sell goods and equipment directly to distributors and Operators. Since UFPC does not provide warehousing and local transportation services, it generally does not compete with distributors for sales to operators which require the distributor to provide such services. However, UFPC does compete with distributors whose functions and services overlap with those of UFPC in direct sales of equipment.

WILL I RECEIVE DIVIDENDS AND PATRONAGE DIVIDENDS?

Introduction

Although the A&W Co-op does not engage in business to generate profits, it may nonetheless, in any fiscal year, generate revenues in excess of amounts needed to cover expenses, amortize indebtedness, and provide for reasonable reserves. Thus, even though the A&W Co-op endeavors to minimize purchasing fees and mark-ups on goods and equipment to the least amount required to cover its anticipated cost of operations, the A&W Co-op may have funds available for distribution to members as patronage dividends.

Dividends may not be declared or paid with respect to Membership Common Stock. The holders of Store Common Stock are not entitled to receive dividends, other than patronage dividends.

Patronage Dividend Program

When, in the judgment of the A&W Co-op Board of Directors, we should distribute patronage dividends to our members, it will be done in accordance with Article IX of the Bylaws. (The Bylaws are attached to this Membership Information Packet as Appendix A.) The following is a brief description of some of the features of the patronage dividend program:

- Only stockholder members of the A&W Co-op are eligible to receive patronage dividends.

- Patronage dividends are distributed to members on the basis of the value of business done by the A&W Co-op or through UFPC with each member, respectively.

- For the year 2011, the A&W Co-op Board has approved the establishment of eight (8) patronage pools: (1) the Food and Packaging Sourcing Pool; (2) the Equipment Sourcing Pool; (3) the Equipment Sales Pool; (4) the Equipment Sales Discount Programs Pool; (5) the Premium Sourcing Pool; (6) the Resource Services Energy Pool; (7) the Resource Services Managed POS Pool and (8) one or more Special Equipment Program Pools. Subject to the conditions and circumstances more specifically described in the A&W Co-op's Bylaws, patronage dividends for the year 2011 will be in an amount equal to the lesser of: (1) 100 percent (100%) of the A&W Co-op's pre-tax income; or (2) the amount of the A&W Co-op's pre-tax income for the period reasonably allocable to sales with respect to which a patronage dividend is payable..

- Members who are United States residents must consent to report any patronage dividends received as gross income for federal income tax purposes. The A&W Co-op will file a report with the IRS currently on Form 1099-PATR, of the amount of patronage dividends paid to each member.

- Solely for the purpose of determining the amount of patronage dividends distributable to a particular member, our Board of Directors may, by resolution, segregate the A&W Co-op's business with members into distinct pools, such as by way of example, an equipment business pool, a food and packaging business pool, or an international business pool. The net earnings of the A&W Co-op from business with members related to any such pool shall be attributable to a member patron of the pool in proportion to the quantity or value of business done by the member with the pool. The resolution establishing such distinct business pools shall also specify the basis for determining the amount distributable by the A&W Co-op as patronage dividends to each member.

- Revenues generated from our purchasing programs administered by UFPC will be the primary source of funds for any patronage dividends distributed. After UFPC retains a portion of such revenues as consideration for its services, UFPC distributes patronage dividends to the Concept Co-ops in accordance with their relative annual patronage for such year. Each Concept Co-op may pass such distributions on to its

members in accordance with the provisions of its respective patronage dividend program. See "The Business - Organizational Structure – Patronage Dividend Distributions to Members."

- The A&W Co-op is authorized to make patronage dividend distributions, in part, in a form other than cash. Subject only to the payment of at least 20% of each member's patronage dividend payment, if any, in cash, we may pay each stockholder member all or any portion of any annual patronage dividend in written notices of allocation or promissory notes. These written notices of allocation or promissory notes may be subordinated to any liabilities or obligations of a member to the A&W Co-op. Additionally, the portion of any patronage dividends which would otherwise be payable in cash to a member may be applied to the payment of any indebtedness, the repayment of which is in default, owed to us, UFPC, or another Concept Co-op by any such member to the extent of such indebtedness; provided, however, that an amount equal to 20% (or, in some cases, 30%) of the total annual patronage dividends distributable for the applicable year to any such member must nevertheless be paid in cash if any such member so requests in writing.

MANAGEMENT OF THE A&W CO-OP

The A&W Co-op's Bylaws provide for a Board of Directors consisting of seven (7) voting members plus (i) the President of UFPC, who is a non-voting ex-officio member and (ii) a non-voting member elected by the Board of Directors after seeking the advice and consent of A&W Restaurants, Inc. Each of Series B through G Membership Common Stock is entitled to elect, as a series, one (1) member of the Board of Directors. Each of Series C, D, E and F Membership Common Stock is entitled collectively to elect one (1) at-large member of the Board of Directors (the "At-Large Director"). With the exception of the President of UFPC, all directors of the A&W Co-op must be stockholder members or an officer, shareholder, employee or partner of an entity which is a stockholder member of the A&W Co-op. In addition, the Board of Directors may, from time to time, provide for one (1) or more non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may provide. Currently, the only non-voting members of the Board of Directors are the President of UFPC and Amanda Mathis, the Chief Financial Officer of A&W Restaurants, Inc.

The Board of Directors appoints a Nominating Committee (a) whose members must be stockholder members of the A&W Co-op, (b) a majority of whose members must also be members of the board of directors of NAWFA, and (c) whose members may, but are not required to be, members of the A&W Co-op Board of Directors. The purpose of the Nominating Committee is to consider and make nominations of eligible persons for election as members of the Board of Directors representing Series C-F shares of Membership Common Stock. Stockholder members may also nominate candidates for the Board of Directors.

The affirmative vote of five of the voting members of the Board of Directors is, except as otherwise specifically provided for in the Bylaws, the act of the Board of Directors on any matter properly submitted to the Board of Directors. The Chairman of the Board of Directors is elected

for a one (1)year term at each annual meeting by the affirmative vote of a majority of all voting members of the Board of Directors. All members of the Board of Directors serve without compensation, but are reimbursed for reasonable expenses incurred by virtue of their duties as directors. Neither the Chairman nor the Vice-Chairman may be a director elected by the Series A share of Membership Common Stock.

The following table lists, in addition to other information, the current directors of the A&W Co-op, their position with the A&W Co-op, and their present principal occupations.

Name And Address	**Positions and Offices Currently held with the A&W Co-op**	**Term as Director Expires**	**Series Represented**	**Present Principal Occupation**
Amanda Mathis A&W Restaurants, Inc. 1900 Colonel Sanders Lane Louisville, KY 40213	Non-voting Director	--	--	Chief Financial Officer, A&W Restaurants, Inc.
Brent Cutler A&W Restaurants, Inc. 1900 Colonel Sanders Lane Louisville, KY 40213	Director	2012	G	Chief Food Innovation Officer, A&W Restaurants, Inc.
Allan M. Burr 1307 South Madison Street Lancaster, WI 53813	Director, Secretary	2012	B	Operator
Phil Glover PGB, Inc. 1785 Peavine Court Reno, NV 89503	Director	2012	C	Operator
James Brajdic 269 Winnebago Drive Fond Du Lac, WI 54935	Director	2012	D	Operator
Thomas N. Thompson 250 W. First Street Dubuque, IA 52001	Director	2013	E	Operator
Kevin Graham 980 Regents Park Dr. Monroe, MI 48161	Director	2013	F	Operator
E. Dale Mulder 170 Bears Paw Trail Naples, FL 34105	Director, Chairman of the Board	2013	At-Large	Operator
Daniel E. Woodside Unified Foodservice Purchasing Co-op, LLC 950 Breckenridge Lane Louisville, KY 40207	Non-voting Director, President and Chief Executive Officer	--	--	President and Chief Executive Officer, UFPC

Except for Daniel E. Woodside and the Series G A&W Restaurants, Inc. representative, each member of the A&W Co-op Board of Directors is an Operator and owns one (1) share of Membership Common Stock and that number of shares of Store Common Stock which equals

the number of A&W retail outlets operated by the director. Yum! (through its subsidiary A&W Restaurants, Inc.) owns one (1) share of Membership Common Stock.

William L. Bickley is Vice President, Treasurer, and Chief Financial Officer of the A&W Co-op. He is also Executive Vice President, Chief Administrative Officer, and Chief Financial Officer of UFPC. Before joining the A&W Co-op and UFPC, Mr. Bickley worked for PepsiCo, Inc./Tricon Global Restaurants, Inc. (now Yum!). Since 1983, his positions with PepsiCo/Tricon have included Vice President, Acquisitions and Divestitures - Kentucky Fried Chicken (1996 - 1999); Vice President, North American SmartSourcing - PepsiCo Restaurant Services (1995 - 1996); and Senior Director, Business Planning - Kentucky Fried Chicken (1992 - 1995).

Brink Bloembergen is UFPC's Vice President and General Manager for the A&W concept. His previous positions with UFPC were Senior Director of Program Management for the Taco Bell concept (2000 - 2002) and Director of Program Management for the Taco Bell concept (1999 - 2000). Before joining UFPC, Mr. Bloembergen worked for PepsiCo, Inc./Tricon Global Restaurants, Inc. (now Yum!). Since 1990, his positions with PepsiCo/Tricon have included Director of Program Management for the Taco Bell concept, Director of Market Services for the Taco Bell concept, and Senior Program Manager for the Taco Bell concept.

Transactions with Stockholders, Directors and Officers

All present voting members of the Board of Directors and nominees for the Board are Operators or represent Operators and have purchased or may purchase equipment and supplies from the A&W Co-op or UFPC or from distributors who purchase from the A&W Co-op or UFPC. All purchases by directors and nominees or their affiliates from the A&W Co-op or UFPC are made on the same terms and conditions as purchases by any other Operator. Several Operators are also in the business of purchasing equipment and supplies for sale and distribution to other Operators and may purchase such equipment and supplies from the A&W Co-op or UFPC.

Lack of Market for A&W Co-op Stock

No class of the A&W Co-op's capital stock is or will be listed on an exchange or traded in any other public trading market. All A&W Co-op stock is and will be issued only to Operators, including Yum! (through its subsidiary, A&W Restaurants, Inc.), and NAWFA. You should purchase A&W Co-op stock to participate in the A&W Co-op's programs it offers for its members, including the patronage dividend program and the A&W purchasing programs, and to participate in the A&W Co-op's management through the election of directors. You should not purchase A&W Co-op stock with any expectation of a return on your investment through stock appreciation or per share dividends. Membership Common Stock was initially and still is priced at $10 per share and Store Common Stock was initially and still is priced at $400 per share. Transfers of A&W Co-op stock to third parties are prohibited. Consequently, no market exists, nor is expected to develop for this stock.

Description of A&W Co-op Stock

Introduction

Membership in the A&W Co-op is limited to A&W Restaurants, Inc., a Delaware corporation, all franchisees of A&W, and NAWFA. Each Operator desiring membership in the A&W Co-op is required to purchase one share of Membership Common Stock and a number of shares of Store Common Stock which equals the total number of A&W outlets located in the United States owned and operated by such person, firm or entity. If a A&W Co-op member at any time becomes an Operator of additional A&W outlets, he or she is required to purchase one (1) additional share of Store Common Stock for each such additional retail outlet. A&W Co-op stock is available to all Operators on a nondiscriminatory basis, and the purchase of A&W Co-op stock is completely voluntary. A&W Co-op members are required to purchase virtually all of their Goods and Equipment for use in their retail outlets through the purchasing programs of UFPC and the A&W Co-op. While Operators do not need to own stock in the A&W Co-op to purchase Goods and Equipment through it, the Bylaws of the A&W Co-op require that more than 90% of the value of the A&W Co-op's business be conducted with A&W Co-op members.

A&W Co-op Membership Common Stock

The A&W Co-op is authorized to issue 2,000 shares of Membership Common Stock, no par value. As of July 1,, 2011, 249 shares of Membership Common Stock were outstanding. The following description of Membership Common Stock is qualified in all respects by the A&W Co-op Certificate of Incorporation and Bylaws.

Issuance in Series. Currently, Membership Common Stock may be offered and issued in six series, designated B - G. Series B and G currently consist of one (1) share each. The A&W Co-op Board has the right, power and authority to establish and increase or decrease the number of shares of each series (except Series A which has no shares outstanding), except that in no event will the aggregate number of authorized shares (excluding Series A) exceed 1,999.

Operators of A&W outlets, except for A&W Restaurants, Inc., are entitled to purchase one (1) share of Membership Common Stock of one of the following series set forth in Column 1 below, but only if such stockholder member owns or operates, or is deemed to own or operate, a A&W retail outlet in one or more of the areas ("Areas") set forth in the corresponding line(s) of Column 2 below:

Column 1	Column 2
Series	Area
C	Zone 1, 2, and 3
D	Zone 4, 5, and 6

E	Zone 7, 8, and 9
F	Zone 10, 11, and 12

The Zones in Column 1 below include the regions set forth in the corresponding line(s) of Column 2 below:

Column 1	Column 2
Zone	Region
1	Alaska, Washington, and Oregon
2	California (North of San Jose), and Nevada
3	California (South of San Jose), Arizona, and Hawaii
4	Idaho, Montana, Wyoming
5	Utah, Colorado, New Mexico, Texas, Kansas, Nebraska
6	Wisconsin (North of the line from Lacrosse to Fond Du Lac to the border), and Michigan (Upper Peninsula)
7	Iowa, Missouri, Oklahoma, Arkansas, Louisiana
8	Michigan (excluding Upper Peninsula and Detroit Area)
9	North Dakota, South Dakota, and Minnesota
10	Illinois and Wisconsin (South of the line from Lacrosse to Fond Du Lac to the border)
11	Michigan (Detroit Area)
12	Indiana, Kentucky, Tennessee, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, West Virginia, Maryland, Delaware, New Jersey, Ohio, Pennsylvania, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, and Maine

The Board of Directors may from time to time adjust the Areas so as to conform to modifications in regional zones designated by NAWFA from time to time for purposes of NAWFA's governance and administration. The Series of Membership Common Stock to be issued to the stockholder member shall be designated by the A&W Co-op Board of Directors.

A&W Restaurants, Inc. has purchased one (1) share of Series G Membership Common Stock, and NAWFA has purchased one share of Series B Membership Common Stock. The A&W Co-op Bylaws currently prohibit the purchase of any Membership Common Stock for Series A and H - Z.

Voting Rights. Each A&W Co-op member who holds a share in Series C-F is entitled (a) to cast one (1) vote to elect one member of the A&W Co-op Board of Directors to represent its series and (b) to cast one (1) vote to elect the At-Large Director. As the sole Series G stockholder, A&W Restaurants, Inc. is entitled to cast one (1) vote to elect one (1) member of the A&W Co-op Board of Directors to represent its series. As the sole Series B stockholder, NAWFA is entitled to cast one vote to elect one member of the A&W Co-op Board of Directors to represent its series. As to all other matters on which each A&W Co-op member is entitled to vote, each share of Membership Common Stock is entitled to one vote on each matter.

Dividend Rights. Dividends may not be declared or paid with respect to Membership Common Stock.

Limitations on Ownership and Transfer; Redemption. Membership Common Stock may be issued only to persons who satisfy the membership requirements, as set forth above, and no more than one share of Membership Common Stock will be issued to any one A&W Operator, except for the limited circumstances described below. The A&W Co-op Bylaws reflect the A&W Co-op's one (1) franchisee, one (1) vote principle. When a corporation, partnership or other entity is a franchisee Operator, the owner of more than fifty percent (50%) of the corporation, partnership or other entity is deemed to be the owner of the shares of Membership Common Stock. Where no person, corporation, partnership or other entity owns more than fifty percent of the outstanding ownership interest of a franchisee Operator, the owners of the corporation, partnership or other entity must designate among themselves who is to be deemed to own the share of Membership Common Stock.

The A&W Co-op Bylaws set forth who is entitled to vote certain shares of Membership Common Stock in situations involving individuals who, through different corporations, partnerships or other affiliations, may have an interest in more than one share of Membership Common Stock. The A&W Co-op Bylaws provide that no person, firm or entity is entitled to own or have an interest in, directly or indirectly, more than one share of Membership Common Stock, except for (a) any interest which any franchisee may have in the share of the Series B Membership Common Stock held by NAWFA or (b) any interest which any franchisee may have in a share of Membership Common Stock (i) held by a person, firm or entity in which the franchisee owns fifty percent or less in the aggregate of the outstanding ownership interest and (ii) with respect to which the franchisee refrains from voting or participating in the voting of the share of Membership Common Stock.

Unless otherwise prohibited by law, (a) the A&W Co-op will promptly redeem shares of Membership Common Stock held by persons, firms or entities who no longer qualify as A&W Co-op members, and (b) the A&W Co-op shall, as of the December 31 next following a stockholder member's redemption request, redeem shares of Membership Common Stock held by persons, firms, or entities who no longer desire to be a stockholder member of the A&W Co-

op. The redemption price for each share of Membership Common Stock is $10.00 which will be payable in cash, except that, if the A&W Co-op is prohibited by law from redeeming such share in cash because the payment would impair the capital of the A&W Co-op, the A&W Co-op will issue a non-interest bearing promissory note payable whenever the A&W Co-op is no longer prohibited by law from making such payment. The Membership Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions are noted on all Membership Common Stock certificates.

Liquidation Rights. In the event of any dissolution or liquidation of the A&W Co-op, or other disposition of its assets, the holders of Membership Common Stock will be entitled to receive $10.00 per share. The remaining assets of the A&W Co-op will be distributed to the holders of Store Common Stock, as described below.

General. Membership Common Stock has no preemptive rights. The shares of Membership Common Stock issued in accordance with the terms and conditions of this Membership Information Packet are, when issued, duly authorized, validly issued, fully paid and nonassessable, and the holders thereof are not be liable for any payment of the A&W Co-op's debts.

A&W Co-op Store Common Stock

The A&W Co-op is authorized to issue 10,000 shares of Store Common Stock, no par value. As of July 1, 2011, 636 shares of Store Common Stock were outstanding. The following description of Store Common Stock provisions is qualified in all respects by the A&W Co-op Certificate of Incorporation and Bylaws.

Voting Rights. The holders of Store Common Stock are not entitled by virtue of their ownership of Store Common Stock to vote for directors, to participate in meetings or management of the A&W Co-op or to vote in any proceedings, except as required by law.

Dividend Rights. The holders of Store Common Stock are not entitled to receive dividends, other than patronage dividends.

Limitations on Ownership and Transfer; Redemption. Store Common Stock will only be issued to persons who satisfy the membership requirements discussed above, and each A&W Co-op member is required to purchase that number of shares of Store Common Stock equal to the total number of A&W retail outlets owned and operated by each A&W Co-op member. Only holders of record of Membership Common Stock are permitted to purchase shares of Store Common Stock. Store Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions are noted on all Store Common Stock certificates. If a A&W Co-op member desires to dispose of his or her Store Common Stock, the A&W Co-op member must transfer his or her Store Common Stock to the A&W Co-op at the same price the stockholder paid to acquire the Store Common Stock.

Distribution and Liquidation Rights. In the event of any distributions by the A&W Co-op to its members, liquidation of the A&W Co-op, or other disposition of its assets, after the

payment of all debts and liabilities of the A&W Co-op and the payment of $10.00 per share to holders of Membership Common Stock, the remaining assets of the corporation will be distributed to such members on a cooperative basis, that is, the A&W Co-op will return to the holders of Store Common Stock the face amount of outstanding patronage equities and distribute the remaining assets to such members on the basis of their past patronage insofar as such distribution is practicable.

General. Store Common Stock has no preemptive or conversion rights. The shares of the Store Common Stock issued in accordance with the terms and conditions of this Membership Information Packet are, when issued, duly authorized, validly issued, fully paid and nonassessable, and the holders thereof are not liable for any payment of the A&W Co-op's debts.

MISCELLANEOUS

Indemnification and Limits on Monetary Liability

Article XI of the A&W Co-op's Certificate of Incorporation provides that a director will not be personally liable to the A&W Co-op or its stockholder members for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the A&W Co-op or its members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for the payment of dividends or approval of stock repurchases or redemptions that are prohibited by Delaware law, or (d) for any transaction from which the director derived an improper personal benefit. Only directors, not officers, may benefit from the provisions of Article XI. The limitations of liability extend only to the elimination of a recovery of a monetary remedy. Members may still seek equitable relief, such as an injunction, against any action by a director that is inappropriate. This provision does not affect the directors' responsibilities under any other laws, such as federal securities laws or state or federal environmental laws.

Article VII of the A&W Co-op's Bylaws provides for the indemnification of officers or directors party to or threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative. Such indemnification is against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred, if the officer or director acted in good faith and reasonably believed his or her actions were not opposed to the best interests of the A&W Co-op. Officers and directors are not indemnified for criminal actions where they have reason to believe their conduct is unlawful, or in connection with any matter where the officer or director is adjudged to have been liable for negligence or misconduct in the performance of his or her duty, unless a court deems such officer or director to be fairly and reasonably entitled to indemnity.

Where You Can Find More Information

You can obtain any documents discussed in this Membership Information Packet by requesting them in writing or by telephone from the A&W Co-op at the following address:

Stockholder Records

A&W National Purchasing Co-op, Inc.
950 Breckenridge Lane, Suite 300
Louisville, Kentucky 40207

If you request any documents from us, we will mail them to you by first class mail, or another equally prompt means, within one business day after we receive your request. The A&W Co-op intends to provide its members with annual reports containing audited financial statements.

Legal Matters

Middleton Reutlinger, PSC, 2500 Brown & Williamson Tower, Louisville, Kentucky, 40202 has passed upon the legality of the stock we are offering pursuant to this Membership Information Packet.

"A&W," "Long John Silver's," "Pizza Hut," "KFC," and "Taco Bell" are registered trademarks of A&W Restaurants, Inc., Long John Silver's, Inc., Pizza Hut, Inc., KFC Corporation, and Taco Bell Corp. respectively and are used in these materials for identification purposes only. The A&W Co-op is not affiliated with Yum!, A&W Restaurants, Inc., Long John Silver's, Inc., Pizza Hut, Inc., KFC Corporation, or Taco Bell Corp. except as described herein.

CONSOLIDATED FINANCIAL STATEMENTS

The 2010 Annual Reports of UFPC and the A&W Co-op are attached hereto as Appendix D and are incorporated by reference in this Membership Information Packet. The consolidated financial statements of UFPC and the A&W Co-op as of December 31, 2010 included in this Membership Information Packet have been audited by Crowe Horwath LLP, independent accountants, as stated in the report herein.

MEMBER PRIVACY GUIDELINES

UFPC's Member Privacy Guidelines are incorporated by reference in this Membership Information Packet and are attached hereto as Appendix B. The purpose of the Member Privacy Guidelines is to let members know what specific information UFPC collects on behalf of each member, how UFPC uses this information, and with whom UFPC shares this information.

* * * * *

APPENDIX A

BYLAWS

OF

A&W NATIONAL PURCHASING CO-OP, INC.

ARTICLE I

Offices and Business Purpose

1.1 Registered Office. The registered office of A&W National Purchasing Co-op, Inc. (the "Co-op") shall be in the City of Wilmington, County of New Castle, State of Delaware, until altered as provided by law.

1.2 Principal Office. The principal office of the Co-op shall be in Louisville, Kentucky until altered by the Board of Directors.

1.3 Other Offices. The Co-op may maintain other offices within or without the state where its registered and principal offices are located, as the Board of Directors may from time to time establish.

1.4 Business. The Co-op shall conduct a purchasing program for its members through the Unified Foodservice Purchasing Co-op, LLC, a Kentucky limited liability company, ("UFPC") and as otherwise necessary or advisable in order to provide its stockholder members with the lowest possible store delivered costs for food, packaging and supplies, and related services ("Goods") and equipment and related services ("Equipment").

ARTICLE II

Stockholder Members

2.1 Stockholder Eligibility.

(a) The following persons, firms or entities shall be eligible to be stockholders in the Co-op: (i) each sole proprietor, partnership, corporation or other entity who is or becomes a direct or indirect A&W All American Food ("A&W") franchisee or licensee of A&W Restaurants, Inc., or its successors, assigns, affiliates, or related companies, (ii) YUM! Brands, Inc. ("YUM") (through its subsidiary, A&W Restaurants, Inc.) and its respective successors as the franchisor of the A&W brand, and (iii) the National A&W Franchisees Association, Inc.

(b) Only persons, firms or entities which own of record a share of the Co-op's Membership Common Stock shall be eligible to purchase shares of the Co-op's Store Common Stock.

2.2 Stockholder Membership Requirements. Each person, firm or entity which is eligible to be a stockholder member in the Co-op shall be a stockholder member in the Co-op when and if that person, firm or entity (a) purchases one share of the Co-op's Membership Common Stock, (b) purchases that number of shares of the Co-op's Store Common Stock which equals the total number of A&W retail outlets located in all states of the United States and the District of Columbia (collectively, the "United States") owned and operated by such person, firm or entity, and (c) agrees to abide by the terms and commitments set forth in these Bylaws as amended from time to time. If a person, firm, or entity which is eligible to be a stockholder member in the Co-op does not purchase that number of shares of the Co-op's Store Common Stock which equals the total number of A&W retail outlets located in the United States owned and operated by such person, firm, or entity, then such person, firm, or entity shall not be entitled to vote on any matters submitted to stockholder members nor receive patronage dividends from the Co-op as provided in Article IX. If a stockholder member at any time becomes an owner and operator of additional A&W retail outlets within the United States, the stockholder member shall purchase one additional share of Store Common Stock for each such additional retail outlet.

2.3 Multiple Franchises. No person, firm or entity shall be entitled to own, directly or indirectly, beneficially or of record, an interest in more than one share of the Co-op's Membership Common Stock (the "Base Share") regardless of the number of A&W retail outlets owned and operated by such person, firm or entity, excluding (a) any interest which any franchisee may have in the share of the Co-op's Series B Membership Common Stock held by the National A&W Franchisees Association, Inc., and (b) any interest which any franchisee may have in a share of the Co-op's Membership Common Stock (i) held by a person, firm or entity in which the franchisee owns 50% or less in the aggregate of the outstanding ownership interests, and (ii) with respect to which the franchisee refrains from voting or participating in the voting of the share of Membership Common Stock. Where more than one person, firm or entity are designated as franchisees of one or more retail outlets, such persons, firms or entities shall be considered as a single person, firm or entity for stockholder purposes. The person, firm or entity who owns more than 50% in the aggregate of the outstanding ownership interest of the person, firm or entities owning and operating an A&W retail outlet shall be, unless such person designates otherwise, the person, firm or entity entitled to own the share of Membership Common Stock representing such franchise operation. Where no person, firm or entity owns more than 50% in the aggregate of the outstanding ownership interests of the person, firm or entity owning and operating a A&W retail outlet and none of such persons, firms or entities own, directly or indirectly, an interest in a share of Membership Common Stock of the Co-op, such persons, firms or entities shall be entitled to designate the person, firm or entity from among themselves who shall be entitled to own the share of Membership Common Stock.

2.4 Divisions of Membership Common Stock into Series.

(a) Each stockholder member other than A&W Restaurants, Inc. and the National A&W Franchisees Association, Inc. shall be entitled to purchase one share of

Membership Common Stock of one of the following series set forth in Column 1 below, but only if such stockholder member owns or operates, or pursuant to Section 2.3 hereof, is deemed to own or operate, a A&W retail outlet in one or more of the areas ("Areas") set forth in the corresponding line(s) of Column 2 below:

Column 1	Column 2
Series	Area
C	Zone 1, 2, and 3
D	Zone 4, 5, and 6
E	Zone 7, 8, and 9
F	Zone 10, 11, and 12

The Zones in Column 1 below include the regions set forth in the corresponding line(s) of Column 2 below:

Column 1	Column 2
Zone	Region
1	Alaska, Washington, Oregon
2	California (North of San Jose), Nevada
3	California (South of San Jose), Arizona, Hawaii
4	Idaho, Montana, Wyoming
5	Utah, Colorado, New Mexico, Texas, Kansas, Nebraska
6	Wisconsin (North of the line from Lacrosse to Fond Du Lac to the border), Michigan (Upper Peninsula)
7	Iowa, Missouri, Oklahoma, Arkansas, Louisiana
8	Michigan (excluding Upper Peninsula and Detroit Area)
9	North Dakota, South Dakota, Minnesota
10	Illinois, Wisconsin (South of the line from Lacrosse to Fond Du Lac to the border)

11	Michigan (Detroit Area)
12	Indiana, Kentucky, Tennessee, Mississippi, Alabama, Florida, Georgia, South Carolina, North Carolina, Virginia, West Virginia, Maryland, Delaware, New Jersey, Ohio, Pennsylvania, New York, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire, Maine

The Board of Directors may from time to time adjust the Areas so as to conform to modifications in regional zones designated by the National A&W Franchisees Association, Inc. from time to time for purposes of governance and administration. When a stockholder member owns, operates, or pursuant to Section 2.3 hereof, is deemed to own or operate, a A&W retail outlet in more than one region, the Series of Membership Common Stock to be issued to the stockholder member shall be designated by the Board of Directors, taking into account any desire of the stockholder member, the number of outlets located in each region, and the objective of keeping the number of stockholder members in each region as even as practicable.

(b) As the franchisor of the A&W brand, A&W Restaurants, Inc. shall be entitled to purchase the one share of the Series G Membership Common Stock.

(c) National A&W Franchisees Association, Inc. shall be entitled to purchase the one share of the Series B Membership Common Stock.

(d) No person, firm or entity shall be entitled to purchase any of the Series A or Series H through Series Z shares of Membership Common Stock.

2.5 Mandatory Redemptions; Restrictions on Transfers; Prohibition of Dividends.

(a) Unless otherwise prohibited by law, (i) the Co-op shall promptly redeem shares of Membership Common Stock held by persons, firms or entities who no longer qualify as members, and (ii) the Co-op shall, as of the December 31 next following a stockholder member's redemption request, redeem shares of Membership Common Stock held by persons, firms, or entities who no longer desire to be a stockholder member of the Co-op. The redemption price for each share of Membership Stock shall be Ten Dollars ($10.00), which shall be payable in cash, except that, if the Co-op shall be prohibited by law from redeeming such share in cash because such payment would impair the capital of the Co-op or otherwise, the Co-op shall in lieu thereof issue to the holder of such share a non-interest bearing promissory note payable whenever the Co-op shall no longer be prohibited by law from making such payment. The Membership Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions shall be noted on all Membership Common Stock certificates.

(b) The Store Common Stock may not be sold, transferred, pledged, mortgaged, gifted, or hypothecated to any third party, either voluntarily or by operation of law, and such restrictions will be noted on all Store Common Stock certificates. The Co-op may from

time to time purchase shares of its Store Common Stock if the stockholder does not or no longer owns or operates A&W retail outlets with respect to the share to be purchased by the Co-op. If the Co-op purchases shares of its Store Common Stock as provided in this Section 2.5(b), the purchase price paid by the Co-op for a share of Store Common Stock shall be the same as the price the stockholder member paid to acquire the share of Store Common Stock.

(c) No dividends, other than "patronage dividends" as provided in Article IX of the Bylaws, shall be declared, accrued, or paid on any class of stock of the Co-op.

2.6 Purchase Commitment. Each stockholder member shall purchase virtually all Goods and Equipment for use in the stockholder member's retail outlets through the purchasing programs of UFPC and the Co-op. "Virtually all" with respect to Goods and Equipment means all Goods and Equipment except Goods and Equipment:

(a) Where UFPC or the Co-op agrees in advance in writing that the stockholder member need not purchase the particular item or category of Goods or Equipment through the purchasing programs of UFPC;

(b) Where the stockholder member determines in good faith, after written notice to UFPC (or if prior notice is impractical, with notice given as soon as possible), with respect to a specific item or category of Goods or Equipment for specific retail outlets that (i) UFPC is unable to meet the member's required volume of supply for the particular Goods or Equipment, or (ii) UFPC is unable to meet previously established quality standards with respect to particular Goods or Equipment;

(c) Where the stockholder member determines in good faith, after written notice to UFPC (or if prior notice is impractical, with notice given as soon as possible), that UFPC's purchasing policies or procedures with respect to the particular item or category of Goods or Equipment present a material business risk to the member, which the member is unwilling to assume, because of UFPC's volume, hedging or similar commitments, arrangements or policies; or

(d) Purchased after the termination of the stockholder member's membership in the Co-op.

2.7 Sourcing Fees. By virtue of membership in the Co-op, each stockholder member (a) agrees that the Co-op and UFPC may from time to time collect from the stockholder member a fee (a “Sourcing Fee”) in consideration of and to fund the Co-op and UFPC’s purchasing programs and services, and (b) authorizes the Co-op and UFPC from time to time to cause suppliers and distributors of Goods and Equipment to collect Sourcing Fees, as authorized by the Co-op's Board of Directors, from the stockholder member for the account of the Co-op or UFPC.

2.8 Liquidation Rights. In the event of any dissolution or liquidation of the Co-op or other disposition of its assets, after payment of all debts and liabilities of the Co-op and payment of Ten Dollars ($10.00) per share to holders of Membership Common Stock, the remaining

assets of the Co-op shall be distributed to the holders of Store Common Stock on a cooperative basis, that is, the Co-op shall return to such stockholder members the face amount of outstanding patronage equities and distribute the remaining assets to such stockholder members on the basis of their past Patronage insofar as such distribution is practicable.

ARTICLE III

Meetings of Stockholder Members of the Co-op

3.1 Annual Meeting of Stockholder Members. An annual meeting of stockholder members of the Co-op shall be held each year at a time and place selected by the Board of Directors.

3.2 Notice of Annual Meeting. Written notice of the time and place of the annual meeting shall be mailed to stockholder members entitled to vote as shown by the records of the Co-op not less than twenty nor more than sixty days prior to the meeting which notice shall state the place, date and hour of the meeting.

3.3 Delayed Annual Meeting. If, for any reason, the annual meeting of the stockholder members shall not be held on the day designated, such meeting may be called and held as a special meeting, and the same proceedings may be had at such meeting as at an annual meeting and the notice of such meeting shall be the same as required for the annual meeting.

3.4 Special Meetings of Stockholder Members. Special meetings of the stockholder members may be called at any time by the Chairman of the Board of Directors, the President or by three of the voting members of the Board of Directors, upon not less than twenty nor more than sixty days written notice to all stockholder members which shall state the place, date, hour and purpose or purposes of the meeting.

3.5 Waiver of Notice by Attendance. Attendance at a meeting, whether annual or special, shall be a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

3.6 Quorum. Presence in person or by proxy of stockholder members representing a majority of the stockholder members entitled to vote at such meeting shall constitute a quorum at such meeting. A quorum shall not be lost by the departure of stockholder members before adjournment.

3.7 Who Entitled to Vote; Proxies. Each stockholder member owning a share of the Co-op's Membership Common Stock shall be entitled to one vote in person or by proxy upon each matter on which such stockholder member is entitled to vote. Proxies shall be valid only if signed by the stockholder member, dated and filed with the Secretary of the Co-op prior to or at the meeting in which it is given. No proxy shall be irrevocable and any proxy may be revoked at any time in writing or in person at the meeting for which it was given. No Proxy shall be voted or acted upon after one year from its date.

3.8 Voting. Except as otherwise provided in these Bylaws or required by law, the affirmative vote of a majority of the stockholder members present in person or by proxy at a meeting at which a quorum is in attendance shall be necessary to decide in favor of any matter properly submitted to the meeting.

3.9 Disputes. Any dispute as to the voting rights of stockholder members shall be submitted to the Secretary of the Co-op to be decided upon by the Chairman of the Board of Directors, or, in his absence, the Vice-Chairman with the stockholder member whose voting rights are in issue having the right to appeal this decision to the Board of Directors, the decision of the Board of Directors being the final decision.

3.10 Organization of Meetings. The Chairman of the Board of Directors, or the Vice-Chairman, if the Chairman is not present, and the Secretary of the Co-op shall act as chairman and secretary, respectively, at all meetings of stockholder members of the Co-op.

ARTICLE IV

Board of Directors

4.1 General.

(a) The property and affairs of the Co-op shall be managed by a governing body to be known as the Board of Directors. The Board of Directors shall be composed of eight persons who shall be nominated and elected and shall serve for terms as herein provided.

(b) The Secretary of the Co-op shall notify stockholder members in writing no later than seventy-five days prior to the annual meeting of stockholder members of the date of such meeting. Such notice shall advise them that nominations for members of the Board of Directors whose terms will expire at such meeting must be submitted to the Secretary in writing not later than sixty days prior to the meeting date. Such notice shall specify the names of any nominees nominated by the Nominating Committee appointed by the Board of Directors as provided in Section 4.1(k) below. Such notice shall also specify the names of directors whose terms are expiring and the names of directors who have resigned, died, or otherwise been removed from office since the last annual meeting of stockholder members, and shall identify the Series of Membership Common Stock entitled to elect successors to such directors. Each nomination submitted to the Secretary shall be accompanied by a statement signed by the nominee that he will serve in such capacity if elected. The Nominating Committee may nominate not more than one person to serve as a director who may be elected by each of the Series C through F shares of Membership Common Stock. Each stockholder member may nominate not more than one person to serve as the director who may be elected by the Series of Membership Common Stock held by such stockholder member.

(c) Each of Series B through G shall be entitled to elect, as a series, one member of the Board of Directors. Each of Series C through F shall be entitled collectively to elect one at large member of the Board of Directors (the "At-Large Director").

(d) The President of UFPC shall serve as a non-voting ex-officio member of the Board of Directors.

(e) With the exception of the President of UFPC, all directors of the Co-op must be stockholder members of the Co-op or an officer, shareholder, employee or partner of an entity which is a stockholder member of the Co-op. Each director must be a member or an officer, director, shareholder, employee or partner of the organization which is entitled to vote for such director. Except for the director elected by Series G Membership Common Stock, no voting director may be affiliated in any way with (i) YUM other than as a YUM Brand franchisee, (ii) a restaurant brand or concept which is not a YUM Brand and which competes directly or significantly with a YUM Brand, or (iii) any business which competes with the Co-op. As used in this Section 4.1(e) the term "YUM Brand" means any of the A&W, KFC, Long John Silver's, Pizza Hut or Taco Bell brands.

(f) All voting directors of the Co-op shall be divided into three classes, designated Class I, Class II, and Class III. Such classes shall include two or three voting directors, with the term of office of one class expiring each year. The holder of the Co-op's Class B Common stock, if any, or the Board of Directors shall by majority vote designate the classes of all directors, within Class I, II, and III respectively, but by such designations may not shorten the term of any director.

(g) No person shall hold more than one seat on the Board of Directors at any one time. Not more than one person affiliated with any stockholder member may hold a voting seat on the Board of Directors.

(h) The initial Class I directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the annual meeting next ensuing and until their successors are elected and take office. The initial Class II directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the second annual meeting thereafter and until their successors are elected and take office. The initial Class III directors shall hold office for a term commencing with the adoption of these Bylaws and expiring at the third annual meeting thereafter and until their successors are elected and take office. The successors to the initial Class I, Class II, and Class III directors shall each be elected for terms commencing as of the date of their election and continuing until the third annual meeting of stockholder members thereafter and until their respective successors are duly elected and qualified. No director shall serve more than two consecutive three year terms whether representing the same or a different Series.

(i) Whenever any member of the Board of Directors ceases to fulfill the eligibility requirements of this Section 4.1, his membership on the Board of Directors shall automatically terminate and the vacancy so created shall be filled in the manner prescribed in Section 4.2.

(j) Notwithstanding any limitation on the number of persons who may serve as members of the Board of Directors provided for in Section 4.1(a) hereof, the Board of Directors may, from time to time, by resolution provide for one or more non-voting members of the Board of Directors to serve at the pleasure and upon such terms and conditions as the Board of Directors may by resolution provide. As contemplated by this Section 4.1(j), the Board shall elect a non-voting member of the Board of Directors after seeking the advice and counsel of the holder of the share of Series G Membership Common Stock.

(k) The Board of Directors shall appoint a Nominating Committee (i) whose members must be stockholder members, (ii) a majority of whose members must also be members of the board of directors of the National A&W Franchisees Association, Inc., and (iii) whose members may, but are not required to, be members of the Co-op's Board of Directors. The purpose of the Nominating Committee shall be to consider and make nominations of eligible persons for election as members of the Board of Directors representing Series C through F shares of Membership Common Stock.

(l) The Board of Directors shall resolve all questions or issues arising with regard to the meaning or applicability of provisions contained in these Bylaws or in the Certificate of Incorporation by the interpretation of such provisions, and the Board's interpretation shall be dispositive of such questions and issues.

(m) One director representing one of the Series B through F shares of Membership Common Stock selected by the Board of Directors shall serve as a member of UFPC's Board of Directors.

4.2 Vacancies. Except as herein provided, all vacancies on the Board of Directors shall be filled by the Board of Directors. In filling any vacancy, the Board of Directors shall seek the advice and counsel of the holder or holders of the Series of stock who are entitled, as a Series, to elect the director whose position became vacant. All vacancies shall be filled as soon as practicable; however, the Board need not fill a vacancy if the holder or holders of the Series of Membership Common Stock who are entitled, as a Series, to elect the director whose position became vacant decline (a) to provide the Board with advice and counsel concerning the filling of the vacancy, or (b) to nominate a person to fill a vacancy, however created, at any annual or special meeting of the stockholders at which an election of directors occurs. For purposes of this Article IV, the number of voting members of the Board shall not include from time to time the number of vacancies on the Board. The Board of Directors shall not fill a vacancy with respect to the Series G share of Membership Common Stock without the specific direction and consent of YUM.

Directors elected as hereinabove provided in this Section 4.2 shall serve until the next annual meeting of stockholder members, at which time the holders of the Series of Membership Common Stock who elected the director whose position became vacant shall be entitled to elect a successor who shall serve for the remainder, if any, of the term of the director who shall have resigned, died or otherwise been removed from office.

The person elected to fill a vacancy must fulfill the eligibility requirements for the position of the director whose position became vacant.

4.3 Quorum. Five of the voting members of the Board of Directors shall constitute a quorum.

4.4 Annual Meeting. The Board of Directors shall hold its annual meeting to elect its Chairman and Vice-Chairman, to elect the officers of the Co-op for the ensuing year and to transact any other business in each calendar year at such time and place as the Board shall designate.

4.5 Other Meetings. Other meetings of the Board of Directors may be called by the Chairman, the President or three of the voting members of the Board of Directors at any time by means of written notice by mail of the time, place and purpose thereof to each member of the Board of Directors, as the Chairman, the President or three of the voting members of the Board of Directors shall deem sufficient, but action taken at any such meeting shall not be invalidated for want of notice if such notice shall be waived as hereinafter provided.

4.6 Waiver of Notice. Notice of the time, place and purpose of any meeting of the Board of Directors may be waived by telegram, radiogram, cablegram, or other writing either before or after such meeting has been held. Attendance at a meeting shall constitute a waiver of notice, unless attendance is expressly for the purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

4.7 Removal of Members of the Board of Directors. The Board of Directors may, upon the affirmative vote of at least two-thirds of all stockholder members (including the vote of YUM with respect to a director representing the Series G share of Membership Common Stock and the National A&W Franchisees Association, Inc. with respect to a director representing the Series B share of Membership Common Stock) at any time determine that any member of the Board of Directors shall be removed from the Board of Directors for cause. Upon such a vote of stockholder members, the Board of Directors shall give such director written notice of removal for cause.

4.8 Voting. The affirmative vote of five of all voting members of the Board of Directors shall, except as otherwise specifically provided in these Bylaws, be the act of the Board of Directors on any matter properly submitted to the Board of Directors. Members of the Board of Directors may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation in a meeting shall constitute presence in person at such meeting. Upon the demand of a majority of the voting members of the Board of Directors participating in a meeting, the voting upon any question before the meeting shall be by secret ballot. The President shall not be entitled to vote on matters brought before the Board of Directors.

4.9 Chairman and Vice-Chairman.

(a) The Board of Directors shall at each annual meeting elect by the affirmative vote of a majority of the entire Board of Directors a Chairman and a Vice-Chairman, each of whom shall serve until the next annual meeting of the Board of Directors and until his successor is duly elected and qualified. Neither the Chairman nor the Vice-Chairman may be directors elected by the Series G share of Membership Common Stock.

(b) The duties of the Chairman shall be to preside at all meetings of the Board of Directors and stockholder members. The Chairman shall oversee the President in his assigned duties as established and authorized by the Board of Directors. The Chairman shall have the power to execute in the name of the Co-op any authorized corporate obligation or other instrument and shall perform all acts incident to the Office of Chairman or Directors. In the absence of the Chairman or his inability to perform, the Vice-Chairman shall assume his duties.

4.10 Meetings: Chairman and Secretary. At all meetings of the Board of Directors, the Chairman, or in his absence, the Vice-Chairman, shall act as chairman of the meeting and the Secretary of the Co-op shall act as secretary, except that if any one of them shall be absent, a chairman or secretary, or both, may be chosen at the meeting.

4.11 Compensation and Expenses. All members of the Board of Directors shall serve without compensation. Reasonable expenses of members of the Board of Directors attending regular and called meetings shall be reimbursed by the Co-op, provided, that such expenses are not in excess of the actual cost of traveling from and returning to the member's home city, lodging, meals and other reasonable and necessary expenses. The Board of Directors shall also reimburse members of the Board of Directors and others for their reasonable expenses of attending seminars or other events at the direction of the Board of Directors.

4.12 UFPC. The stockholder members shall not appoint a member to UFPC's Board of Directors who is a designee, employee, or agent of YUM, a YUM controlled affiliate, or a YUM subsidiary.

ARTICLE V

Officers

5.1 Executive Officers. The Board of Directors shall elect from among its members, including non-voting ex-officio members, a President, a Secretary and a Treasurer. The Board of Directors may also elect one or more Vice-Presidents and such other officers and assistant officers, as the Board of Directors may, from time to time, determine are necessary to manage the affairs of the Co-op. Any one person, except as forbidden by law, may be elected to more than one office. Any person elected to office shall hold his office as such for a one year period and until his successor shall have been elected and shall have accepted office, unless prior thereto such person resigns or is removed from office. The President shall at all times be subject to dismissal by the Board of Directors by the affirmative vote of five of the voting members of

the Board of Directors. The other officers shall at all times be subject to dismissal by the President or the Board of Directors.

5.2 Vacancies. Any vacancy in any office shall be filled by the Board of Directors.

5.3 Powers and Duties of the President. The President shall be the President and Chief Executive Officer of the Co-op and, subject to the control of the Board of Directors, shall have general charge of its business and supervision of its affairs. He shall keep the Board of Directors fully informed and freely consult with it in regard to the business of the Co-op, and make due reports to it and to the stockholder members. The President shall have the power to execute in the name of the Co-op any authorized corporate obligation or other instruments. The President shall also have such other powers and duties as are incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.4 Powers and Duties of Vice-Presidents. The Board of Directors may elect one or more Vice-Presidents who shall have the powers and duties incident to their office and shall perform such duties as may at any time be assigned to them by the Board of Directors or the President.

5.5 Powers and Duties of the Treasurer. The Treasurer, subject to the control of the Board of Directors and together with the President, shall have general supervision of the finances of the Co-op. He shall have the care of, and be responsible for, all monies, securities, evidences of value and corporate instruments of the Co-op, and shall supervise the officers and other persons authorized to bank, handle and disburse its funds, informing himself as to whether all deposits are or have been duly made and all expenditures duly authorized and evidenced by proper receipts and vouchers. He shall cause full and accurate books to be kept, showing the transactions of the Co-op, its accounts, assets, liabilities and financial condition, which shall at all reasonable times be open to the inspection of any member of the Board of Directors, and he shall make due reports to the Board of Directors and the stockholder members, and such statements and reports as are required of him by law. The Treasurer shall have such other powers and duties incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.6 Powers and Duties of the Secretary. The Secretary shall cause to be entered in the minute books the minutes of all meetings of the Board of Directors and annual and other meetings of the stockholder members; shall have charge of the seal of the Co-op and all other books and papers pertaining to his office, and shall be responsible for giving of all notices, and the making of all statements and reports required of the Co-op or of the Secretary by law. The Secretary shall affix the corporate seal, attested by his signature, to all instruments duly authorized and requiring the same. The Secretary shall have such other powers and duties incident to his office and not inconsistent with these Bylaws, or as may at any time be assigned to him by the Board of Directors.

5.7 Assistant Treasurers and Assistant Secretaries. Any Assistant Treasurers and Assistant Secretaries elected shall perform such duties as may properly be assigned to them by the executive officers of the Co-op, and shall have such powers and duties, including all the powers and duties of their principals in the event of the absence of such principals from any place in which the business in hand is to be done, and as may at any time be assigned to them by the Board of Directors.

5.8 Other Officers. The Board of Directors shall prescribe the powers and duties of any other officer or officers of the Co-op.

5.9 Salaries. The salary, if any, of the President of the Co-op shall be fixed by the Board of Directors. Subject to such limitations as may be fixed by the Board of Directors from time to time, the salaries, if any, of all other employees and officers of the Co-op shall be fixed by the President who shall report annually to the Board of Directors on all salary changes.

ARTICLE VI

Finance, Audit and Fiscal Year

6.1 Banking. All funds and money of the Co-op shall be banked, handled and disbursed, and all bills, notes, checks and like obligations, and endorsements (for deposit or collection) shall be signed by such officers and other persons as the Board of Directors shall from time to time designate, who shall account therefor to the Treasurer as and when he may require. All money, funds, bills, notes, checks and other negotiable instruments coming to the Co-op shall be collected and promptly deposited in the name of the Co-op in such depositories as the Board of Directors shall select.

6.2 Annual Audit. An audit by certified public accountants of the books and records of the Co-op shall be conducted annually by a firm engaged by the Board of Directors.

6.3 Fiscal Year. The fiscal year of the Co-op shall be the fiscal year of UFPC unless set otherwise by the Board of Directors.

ARTICLE VII

Indemnification

7.1 Indemnification of Officers and Directors.

(a) The Co-op shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Co-op) by reason of the fact that he is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably

incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Co-op, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Co-op, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Co-op shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Co-op to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Co-op and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Co-op unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present and former director or officer of the Co-op has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this Section 7.1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this Section 7.1 (unless ordered by a court) shall be made by the Co-op only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in subsections (a) and (b). Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum, or (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in written opinion, or (iv) by the stockholder members.

(e) Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Co-op in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount it shall

ultimately be determined that he is not entitled to be indemnified by the Co-op as authorized in this Section 7.1. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to this Section 7.1 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office.

(g) The Co-op shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Co-op, or is or was serving at the request of the Co-op as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Co-op would have the power to indemnify him against such liability under the provisions of this Section 7.1.

(h) For purposes of this Section 7.1, references to the Co-op shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section 7.1 with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this Section 7.1, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Co-op" shall include any service as a director, officer, employee or agent of the Co-op which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Co-op" as referred to in this Section 7.1.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this Section 7.1 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery of the State of Delaware is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this Section 7.1 or under any bylaw, agreement, vote of stockholder members or disinterested directors, or otherwise. The Court of Chancery may summarily determine the Co-op's obligation to advance expenses (including attorneys' fees).

(l) If so provided in the Co-op's Certificate of Incorporation, a director of the Co-op shall not be personally liable to the Co-op or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Co-op or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

The foregoing Article 7 is derived from Sections 145 and 102 of the General Corporation Law of the State of Delaware.

The Co-op has obtained a policy of insurance under which the Co-op and its directors and officers are insured subject to specific exclusions and deductible and maximum amounts against loss deriving from any claim which may be made against the Co-op or any director or officer of the Co-op by reason of any act done or alleged to have been done while acting in their respective capacities.

ARTICLE VIII

Capital Stock

8.1 Certificate of Stock. The capital stock of the Co-op shall be represented by certificates, provided that the Board of Directors of the Co-op may provide by resolution or resolutions that some or all of any or all classes or series of its stock shall be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Co-op. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and upon request every holder of uncertificated shares shall be entitled to have a certificate signed by, or in the name of the Co-op by, the Chairman or Vice-Chairman of the Board of Directors, or the President or a Vice- President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the Co-op representing the number of shares registered in certificate form. Any or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, such certificate may be issued by the Co-op with the same effect as if he were such officer, transfer agent or registrar at the date of issue. In the event certificates are issued, the certificates of stock of the Co-op shall be numbered and shall be entered in the books of the Co-op as they are issued. Each certificate of stock shall have conspicuously placed thereon a legend describing that such certificate has restrictions on transfer as set forth in the Co-op's Certificate of Incorporation and Section 8.3 of the Bylaws.

8.2 Lost Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Co-op alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the Co-op a bond in such sum as it may direct as indemnity against any claim that may be made against the Co-op with respect to the certificate alleged to have been lost, stolen or destroyed.

8.3 Transfers of Capital Stock. Any attempted transfer, sale, pledge, mortgage, gift, or hypothecation of shares of Membership Common Stock or Store Common Stock other than a transfer of the shares to the Co-op shall be null, void, and without effect, and the Co-op shall not make or recognize any such transfer, sale, pledge, mortgage, gift, or hypothecation upon its books.

8.4 Fixing Record Date. In order that the Co-op may determine the stockholder members entitled to notice of or to vote at any meeting of stockholder members or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than twenty days prior to any other action. A determination of stockholder members of record entitled to notice of or to vote at a meeting of stockholder members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

8.5 Registered Stockholders. The Co-op shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive patronage dividends and to vote, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share of shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

ARTICLE IX

Patronage Dividends

9.1 Patronage. The term "patronage" shall refer to the value of the Co-op's business with its stockholder members. Business with the Co-op's stockholder members shall include the following: (i) the Co-op's direct business with its stockholder members; (ii) the Co-op's business with its stockholder members through distributors ("participating distributors") which shall have agreed to participate in the Co-op's patronage dividend program for its stockholder members by entering into distributor participation agreements with the Co-op or

UFPC in such form as the President shall prescribe or approve from time to time; (iii) the Co-op's business with its stockholder members through suppliers ("participating suppliers") which shall have agreed to participate in the Co-op's patronage dividend program by entering into supplier business relationship agreements with the Co-op or UFPC in such form as the President shall prescribe or approve from time to time; and (iv) the Co-op's business with its stockholder members pursuant to arrangements set forth in a management agreement approved by the Board of Directors with UFPC, whereby the stockholder members purchase goods directly from UFPC or through participating distributors and participating suppliers. The term "patronage" includes the Co-op's business with its stockholder members both when the Co-op or UFPC purchases (takes "Title") and resells goods to the Co-op's stockholder members and participating distributors, and when participating suppliers sell goods directly to stockholder members and participating distributors.

9.2 Cooperative Basis. The Co-op shall at all times be operated on a cooperative basis for the benefit of its stockholder members. The Co-op shall always do more than ninety percent (90%) in value of its business with its stockholder members.

9.3 Patronage Dividend Distributions.

(a) The Board of Directors shall, after considering the Co-op's anticipated expenses and need for capital and reserves, (i) obligate the Co-op to distribute patronage dividends as provided in section 1388(a)(2) of the Internal Revenue Code of 1986, as amended (hereinafter referred to as the "IRC"), and (ii) distribute as patronage dividends, directly to the stockholder members of the Co-op, the net income of the Co-op from patronage done with or for stockholder members computed in accordance with sections 1381-1388 of the IRC and in accordance with the principles applied in preparation of the Co-op's federal income tax return. Specifically, the Co-op shall distribute patronage dividends to stockholder members annually on the basis of each stockholder member's patronage. In determining the portion of the Co-op's patronage dividend obligations to be paid in cash, the Board of Directors shall consider: (1) expenses directly or indirectly related to the Co-op's business; (2) such reasonable reserves for necessary corporate purposes as may from time to time be provided by the Board of Directors for depreciation and obsolescence, state and federal taxes, bad debts, casualty losses, insurance and other corporate and operating charges and expenses, all established and computed in accordance with generally accepted accounting principles; and (3) such reasonable reserves for working capital necessary for the operation of the Co-op and for deficits arising from such operation, (including deficits from business other than business done with or for stockholder members).

The amounts set aside for reserves in any year from gross margins of the Co-op from business other than with or for the stockholder members shall be allocated to the extent possible, to stockholder members, on the books of the Co-op on a patronage basis for that year, or, in lieu thereof, the books or records of the Co-op shall afford a means of doing so, so that in the event of a distribution of amounts formerly carried in reserves, each stockholder member may receive to the extent possible, that stockholder member's pro rata share thereof.

(b) Solely for the purpose of determining the amount of patronage dividends distributable to a particular member of the Co-op, the Board of Directors may from time to time,

when appropriate, by resolution, segregate the Co-op's business with its stockholder members into other distinct pools, such as by way of example, an equipment business pool, a food and packaging business pool, or an international business pool. The net earnings of the Co-op from business with the Co-op's stockholder members related to any such pool shall be attributable to a stockholder member patron of the pool in proportion to the quantity or value of business done by the stockholder member with the pool. The resolution establishing such distinct business pools shall also specify the basis for determining the amount distributable by the Co-op as patronage dividends to each stockholder member.

(c) The patronage dividend distributions shall be paid to each stockholder member on the basis of the quantity or value of business done with or for each stockholder member, and the patronage dividend distributions shall be determined by reference to the net earnings of the Co-op from business done with or for its stockholder members. The patronage dividend distributions shall be among all stockholder members, shall be directly proportional for each taxable year of the Co-op to the purchases by each stockholder member, and shall be based upon each stockholder member's patronage.

9.4 Timing of Payment of Patronage Dividends. Each distribution of patronage dividends shall be made within the payment period beginning with the first day of a taxable year for which the Co-op claims a deduction for patronage dividends paid in the form of such distributions and ending with the 15th day of the 9th month following the close of such taxable year.

9.5 Method and Character of Payment. The Board of Directors may, in its discretion, determine to pay patronage dividends either all in a form that will be treated as a deductible qualified written notice of allocation within the meaning of section 1388(c) of the IRC, all in a form that will be treated as a nonqualified written notice of allocation within the meaning of section 1388(d) of the IRC, or part in qualified form and part in nonqualified form. At least twenty percent (20%) of any qualified payment of patronage dividends shall be paid in cash or by a "qualified check" as defined in Section 1388(c)(4) of the IRC. Subject to this limitation with respect to qualified distributions, the Board of Directors may decide that the balance of any patronage dividend be paid, in whole or in part, in cash, property, promissory notes or other evidence of indebtedness, or in any other form of written notice of allocation (within the meaning of section 1388(b) of the IRC).

9.6 Consent to Stockholder Members. Membership in the Co-op by stockholder members shall constitute a consent of each such member to include in its gross income the amount of any patronage dividend which is paid with respect to direct sales from the Co-op, and indirect sales through participating distributors in money, "qualified checks," "qualified written notices of allocation" or other property (except "nonqualified written notices of allocation" as defined in Section 1388(d) of the Internal Revenue Code of 1986, as amended) and which is received by it during the taxable year from the Co-op. Each stockholder member of the Co-op, through initiating or retaining its membership after adoption of this Article IX of these Bylaws, as amended from time to time, consents to be bound hereby. The provisions of this Article IX, as amended from time to time, shall be a contract between the Co-op and each stockholder member as fully as though each stockholder member had signed a specific separate instrument in which the stockholder member agreed to be bound by all of the terms and provisions of this Article IX, as amended from time to time.

This consent, however, shall not extend to written notices of allocation received by the stockholder member as part of a nonqualified payment of patronage which clearly indicate on their face that they are nonqualified. By way of illustration, the term "written notice of allocation" shall include such items as the promissory notes, a notice or statement that such securities have been deposited with a bank or other qualified agent on behalf of the stockholder member, a notice of credit to the account of the stockholder member on the books of the Co-op (against stock subscription or any other indebtedness as the Co-op may elect) and such other forms of notice as the Board of Directors may determine, distributed by the Co-op in payment, or part payment of the patronage dividends. The stated dollar amount of the promissory notes is the principal amount thereof.

9.7 Promissory Notes. Subject only to the payment of at least twenty percent (20%) of each stockholder member's annual patronage dividend in cash, the Co-op may pay each stockholder member all or any portion of the annual patronage dividend in promissory notes which shall bear interest at the rate from time to time fixed by the Board of Directors and shall mature at the time fixed by the Board of Directors not later than five years from the date of issuance, and may be subordinated to any liabilities or obligations of the Co-op, existing, contingent or created after the date of issuance. The Co-op shall have a lien upon and a right of set off against any said promissory notes issued to a stockholder member to secure payment of any indebtedness due the Co-op or any of its subsidiaries by the stockholder member.

9.8 Application of Patronage Dividends to Amounts Due the Co-op, UFPC, or Applicable Concept Co-op. Notwithstanding any of the foregoing provisions of this Article IX, the portion of any patronage dividends which would otherwise be payable in cash under any provision of this Article IX to a stockholder member may be applied by the Co-op to the payment of any indebtedness, the repayment of which is in default, owed to the Co-op, UFPC, or an Applicable Concept Co-op (other than the Co-op) by any such stockholder member to the extent of such indebtedness instead of being distributed in cash, provided, however, that an amount equal to twenty percent (20%) (or, in the case of a stockholder member located in a jurisdiction to which the special withholding requirements of Sections 1441 or 1442 of the Internal Revenue Code of 1986, as amended, apply, thirty percent (30%)) of the total annual patronage dividends distributable for the applicable year to any such stockholder member shall nevertheless be paid in cash within the period set forth in Section 9.4 if any such stockholder member so requests in a writing received by the Co-op within thirty (30) days of the first day of the Co-op's fiscal year as established under Section 6.3.

"Applicable Concept Co-op" means each member of UFPC (each a "Concept Co-op") whose bylaws contain a provision substantially similar to the provision in this Section 9.8 specifying that any patronage dividends which would otherwise be payable in cash to a stockholder member of such Concept Co-op may be applied by such Concept Co-op to the payment of any indebtedness, the repayment of which is in default, owed to the Concept Co-op, UFPC, or an Applicable Concept Co-op.

ARTICLE X

Amendments

10.1 Amendments to Bylaws. The Board of Directors shall have the power to adopt, amend or repeal from time to time the Bylaws of the Co-op at any regular meeting of the Board of Directors or at any special meeting of the Board of Directors if notice of such adoption, amendment or repeal of the Bylaws be contained in the notice of such special meeting, subject to the right of the stockholder members to adopt, amend or repeal the Bylaws, at any regular meeting of the stockholder members or at any special meeting of the stockholder members if notice of such adoption, amendment or repeal of the Bylaws be contained in the notice of such special meeting. Provided, however, that neither the Certificate of Incorporation nor the Bylaws may be amended to provide that the number of voting members of the Board of Directors which YUM (through its subsidiary, A&W Restaurants, Inc.) is entitled to elect as the holder of the Series G share of Membership Common Stock or otherwise is less than one-seventh (1/7) of all voting directors without the approval of at least one director elected by YUM (through its subsidiary, A&W Restaurants, Inc.).

APPENDIX B

UNIFIED FOODSERVICE PURCHASING CO-OP, LLC

MEMBER PRIVACY GUIDELINES

PURPOSE

UFPC administers purchasing, supply chain management, and other programs on behalf of the A&W National Purchasing Co-op, Inc., KFC National Purchasing Co-op, Inc., the Long John Silver's National Purchasing Co-op, Inc., the Pizza Hut National Purchasing Co-op Inc., and the Taco Bell National Purchasing Co-op, Inc., and the A&W, KFC, Long John Silver's, Pizza Hut and Taco Bell restaurant operators, including YUM! Brands, Inc. and its franchisees and licensees, who are members of these Concept Co-ops.

The purpose of these UFPC Member Privacy Guidelines is to let members know what specific information UFPC collects on behalf of each member, how UFPC uses this information, and with whom UFPC shares this information.

These are guidelines only, subject to revision and exceptions authorized by the UFPC Board of Directors, and not intended to create any legal rights.

The security of member information is a UFPC priority, and UFPC is committed to take all reasonable measures to protect the privacy and security of member information.

What Information?

UFPC may have the following non-public information about members:

* Membership Information including Concept Co-op stockholder records, organizational structure, business entities, key personnel, ownership, number and location of outlets, street and mailing addresses, phone and facsimile numbers, email addresses, and federal tax identification numbers.

* Financial Information including financial statements and related standard credit applications, UFPC and predecessor credit histories, authorized credit reports and credit references from third parties such as YUM! brands, distributors and lenders.

* Distributor Information including shipping and billing information, distributor's contract terms, food, packaging and beverage monitoring information, volume usage, patronage, and products purchased by price and amount.

* UFPC Transaction Information including all direct transactions between UFPC and a member; transactions between a member and the third party administrators of UFPC programs such as:

  ¤ UFPC Insurance Connection, a program of UFPC's wholly owned insurance agency, UFPC Insurance Agency, Inc.;

  ¤ UFPC Smallwares Connection;

  ¤ UFPC Parts Connection;

  ¤ UFPC Contractor Connection;

  ¤ UFPC International Equipment Connection;

  ¤ Information related to participation in UFPC's energy programs and occasional equipment financing; and

  ¤ Information provided to UFPC by a Concept Co-op member in connection with a request that UFPC assist the member in a supply chain problem-solving issue.

* Operations Information including marketing plans, expansion plans, and other information concerning brand or franchisee operations.

* Web Site interactions on UFPC's web site at www.ufpc.com which are also subject to the UFPC web site privacy policy.

Information Usage

As a general matter, UFPC seeks appropriate confidentiality understandings and agreements with customers, suppliers, distributors, committee members, third party vendors and YUM!'s A&W, KFC, Long John Silver's, Pizza Hut and Taco Bell brands.

UFPC uses and discloses member specific information only in the following ways:

* UFPC staff uses member information in connection with direct transactions between UFPC and members including sales by UFPC Equipment Sales of equipment to members, disbursement of patronage dividends, analysis for management of the supply chain, member level distributor monitoring and contract compliance, beverage monitoring program, and member problem resolution. Generally information about members is available only to those staff members who specifically need that information to perform their job duties.

* UFPC and Concept Co-op board members and board committees use member specific information in connection with facilitating the resolution of member concerns and problems; in connection with the extension of credit as provided in each Concept Co-op's credit policies; and in connection with the resolution of past due accounts receivable.

* UFPC sponsored distribution and other Committees comprised of Concept Co-op directors, UFPC staff, YUM! brand representatives and franchisees and perhaps others may review member specific distribution and other information in connection with evaluating, monitoring and establishing distribution and other arrangements or developing program and project recommendations.

* In order to facilitate the YUM! brands' quality assurance programs and discourage the sale of unapproved goods, the applicable YUM! brand and distributor are notified when UFPC learns that a distributor has sold goods unapproved by the YUM! brand to a member.

* Suppliers, distributors, and the applicable YUM! brand may receive member specific information in connection with product recalls and alerts and other product safety activities and communications.

* Suppliers, shippers and third party vendors receive required member information in connection with the fulfillment of member purchases, for instance a direct shipment of equipment from an equipment supplier to a member.

* Third party vendors, such as data processors performing functions on behalf of UFPC, receive member information from UFPC subject to appropriate confidentiality agreements.

* After consultation with applicable Concept Co-ops, providers of UFPC outsourced programs, such as the UFPC Smallwares Connection and the UFPC Insurance Connection, receive member information for marketing and other purposes subject to appropriate confidentiality agreements and usage restrictions.

* With the express permission of the applicable Concept Co-op, a YUM! brand may receive member specific information to facilitate the administration of brand specific programs and promotions and occasional equipment financing programs.

Responsibility

The UFPC Controller is the UFPC Privacy Officer responsible for administration of these guidelines, including communication and education concerning the guidelines, interpretation of the policy, and recommendations to the UFPC Board of Directors concerning guideline exceptions, clarifications and revisions.

APPENDIX C

SUMMARY OF OPERATING POINTS FROM THE YUM – UFPC AGREEMENTS

UFPC Appointment

- YUM designates UFPC as the exclusive administrator of purchasing programs, operated on behalf of all five Concept Co-ops, for all YUM and franchisee operated restaurants in the United States.

- UFPC, working with the Concept Co-ops, has the sole and exclusive responsibility at its own cost and expense to administer and conduct the purchasing programs and to negotiate purchasing arrangements for goods and equipment for YUM's system in the United States.

YUM Commitment

- YUM becomes and remains a member of each Concept Co-op.

- YUM purchases through UFPC "virtually all" of the goods and equipment needed for YUM operated restaurants.

- YUM transfers to UFPC, and UFPC assumes, nearly all of YUM's contracts and commitments involving the purchase or sale of goods and equipment.

Sheltered Income

- Neither YUM nor UFPC receives or benefits from any Sheltered Income in connection with goods or equipment purchased or used by restaurants; nor shall either authorize any approved supplier, approved distributor, or Concept Co-op to receive or benefit from Sheltered Income, subject to a few specific, limited exceptions.

- UFPC or any Concept Co-op may benefit from any Sheltered Income, provided that UFPC shares, and causes each Concept Co-op to share, such Sheltered Income among each applicable operator (including YUM) based on the dollar volume of the purchases of such operator that gave rise to the receipt or benefit of such Sheltered Income.

- YUM or UFPC may receive or benefit from Sheltered Income where there are higher prices for goods or equipment permitted or charged by approved suppliers to amortize supplier expenses related to research and development of goods and equipment if such amortization of research and development expenses are incurred after YUM receives the advance advice and written consent (with such consent not to be withheld if the parties determine in good faith that the expenses to be incurred are both reasonable and in the best interest of the YUM system or any Concept Co-op) of UFPC or the applicable Concept Co-op or Co-ops.

- YUM or UFPC may receive or benefit from Sheltered Income where there are reasonable fees, in no event exceeding YUM's applicable direct expense, and not necessarily completely reimbursing YUM's direct expense in connection with the applicable activity, charged by YUM, in accordance with published schedules adopted with the advanced advice and written consent (with such consent not to be withheld if the parties determine in good faith that the expenses to be incurred are both reasonable and in the best interest of the YUM system or any Concept Co-op) of UFPC and the applicable Concept Co-op or Co-ops to potential suppliers and distributors and to approved suppliers and approved distributors, in connection with the YUM supplier approval and distributor approval processes, or in connection with YUM administered quality inspection and assurance programs.

- "Sheltered Income" means so called earned income, rebates, kick-backs, volume discounts, tier pricing, purchase commitment discounts, sales and service allowances, marketing allowances, advertising allowances, promotional allowances, label allowances, back-door income, application fees, inspection fees, quality assurance fees, etc., and includes, among other items, (a) fees charged suppliers and distributors in the supplier and distributor approval process, (b) fees charged suppliers and distributors for quality inspections and "hot line" inquiries and complaints, (c) license or trademark fees or rebates charged or expected as a condition of supplier or distributor approval or use, typically paid as a percentage of System wide volume, (d) higher prices permitted suppliers to amortize research and development expenses undertaken by suppliers at the request of YUM or otherwise, (e) higher prices permitted suppliers to amortize the cost of excess inventory, (f) higher prices permitted suppliers to amortize the cost of graphics and other product changes, (g) special or atypical payment terms, (h) payments and allowances to distributors from suppliers based on distributor volume which are not reflected as a reduction in distributor cost or prices, (i) amounts paid to sponsor YUM, UFPC or Concept Co-op meetings and events, and (j) special favors, gifts and entertainment.

Approved Suppliers and Distributors

- YUM will have the exclusive right and obligation with respect to the purchase and distribution of goods and equipment including, without limitation, to (a) designate and terminate approved suppliers and approved distributors, and (b) designate approved goods and equipment. YUM must develop, designate, modify, update and make available (subject to reasonable confidentiality guidelines) specifications for goods and equipment. However, YUM shall maintain a supplier approval and a distributor approval process which (a) has appropriate and significant franchisee, UFPC and Concept Co-op involvement, (b) has specific published procedures, anticipated timetables and provisions for progress reports, (c) provides that franchisees, UFPC and the Concept Co-ops may submit suppliers and distributors for approval, and (d) reflects a philosophical commitment to the need in most circumstances for competition among approved suppliers and approved distributors for the business of restaurants whenever competition will benefit the YUM system or a Concept.

- UFPC may require, and YUM shall use its reasonable best efforts to require of all suppliers, as a condition of approval as an approved supplier, that the approved supplier enter into a standard Supplier Business Relationship Agreement with UFPC in UFPC's form of SBRA. Among other matters, the SBRA requires suppliers to maintain insurance and warranty protection.

- Except with respect to the supplier and distributor approval process (as described in the previous paragraph), nothing in the agreements is intended to add, delete or modify any rights or obligations under any YUM franchise or license agreement.

- UFPC may require, and YUM shall use its reasonable efforts to require of all distributors, as a condition of approval as an approved distributor, that the approved distributor enter into a standard Distributor Participation Agreement ("DPA") with UFPC in UFPC's form of DPA. Among other matters, the DPA requires distributors to forego Sheltered Income (with only certain limited exceptions) and provide monitoring information to the UFPC.

Cooperation

- YUM and UFPC will diligently communicate, consult, and cooperate with each other to facilitate each other's performance of their respective and joint responsibilities and duties with respect to the purchasing programs, YUM's brand management, and the fulfillment of the mission of UFPC.

- The term of the Amended and Restated YUM! Purchasing Co-op Agreement dated August 26, 2002, as amended effective March 16, 2005, extends through December 31, 2015, and may not be terminated then or thereafter except upon 1 year's notice.

- The foregoing is a summary of provisions of the YUM-UFPC agreements. In the event there is any inconsistency, conflict or ambiguity between this summary and the agreements, the terms of the agreements control.