

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables list certain important provisions in the Franchise Agreement and the Development Agreement. You should read these provisions in the agreements attached to this offering circular.

**DEVELOPMENT AGREEMENT AND AMENDMENT
TO DEVELOPMENT AGREEMENT**

Provision	Section	Summary
a. Term of the franchise	§1	Until the last day of the Development Schedule.
b. Renewal or extension of the term	None	
c. Requirements for you to renew or extend	None	
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	§5	We can terminate only if you default under the agreement and for other specified grounds.
g. "Cause" defined – defaults which can be cured	None	

Provision	Section	Summary
h. "Cause" defined – defaults that cannot be cured	§5	Non-curable defaults include: failure to meet the development schedule or any other provision of the agreement; failure to get our approval of site/construction plans; failure to comply with franchise agreements or other agreements with us; and general financial incapacity (e.g., insolvency, receivership, bankruptcy).
i. Your obligations on termination/non-renewal	§5	You may not establish or operate any more Restaurants on termination.
j. Assignment of contract by us	§6	There is no restriction on our right to transfer. You must sign a release of claims against us if we transfer.
k. "Transfer" by you - definitions	§6	Includes the transfer of an interest in you (including your owners) or in the Development Agreement, the grant of a security interest, or the sale of stock.
l. Our approval of transfer by you	§6	No transfers are permitted without our prior written approval.
m. Conditions for our approval of transfer	§6	Conditions include: payment of money owed; compliance with covenants not to compete; execution of a release; a qualified transferee; a written assignment agreement; execution by the transferee of a new development agreement and guaranty; remodeling of the Restaurant; training of the transferee's personnel; compliance with corporate/partnership document requirements; and payment of a transfer fee.
n. Our right of first refusal to acquire your business	§6	We can match any offer.
o. Our option to purchase your business	None	
p. Your death or disability	§6	Your interest must be assigned to an approved transferee within 12 months of your death or disability. If your heir cannot satisfy the usual transfer conditions, this period can be extended for a reasonable time, up to 18 months after your death or disability.
q. Noncompetition covenants during the term of the franchise	§8	Include a ban on owning or operating businesses that sell chicken and also on employing our employees or employees of other Popeyes franchisees. Your employees and certain others must also agree to abide by these terms.
r. Noncompetition covenants after the franchise is terminated or expires	§8	Same as above, lasting for 2 years (on business activities within certain geographic areas) and 1 year (on employing certain individuals) following termination.
s. Modification of the agreement	§15	All amendments must be mutually agreed upon in writing; however, we can modify the Manual.
t. Integration/merger clause	§15	The Development Agreement is our full and complete agreement with you. You may not rely on any other statements, materials or things you may have been told about the development of your franchise.
u. Dispute resolution by arbitration or mediation	None	

Provision	Section	Summary
v. Choice of forum	§15	If you sue us, you must do so where our principal office is located (currently, Atlanta, Georgia). If we sue you, we may do so there as well.
w. Choice of law	§15	Georgia law applies.

FRANCHISE AGREEMENT

Provision	Section	Summary
a. Term of the franchise	§2	20 years from the date of commencement of operation of the Restaurant.
b. Renewal or extension of the term	§2	One renewal term of 10 years, subject to contractual requirements and an option to purchase 1 additional 10 year "Supplemental Renewal Term".
c. Requirements for you to renew or extend	§2	Requirements include: notice; satisfaction of monetary obligations; compliance with Franchise Agreement; execution of new Franchise Agreement; execution of general release of all claims against us; refurbishment and modernization of Restaurant; payment of renewal fee, compliance with all operational requirements for all Restaurants; and no pending or threatened litigation between you and us.
d. Termination by you	None	
e. Termination by us without cause	None	
f. Termination by us with cause	§15	We can terminate only if you default under the Franchise Agreement and for other specified grounds.
g. "Cause" defined – defaults which can be cured	§15	You will have 30 days after notice to cure certain defaults susceptible of cure, but only 10 days to cure non-payment defaults.
h. "Cause" defined – defaults which cannot be cured	§15	Non-curable defaults include: general financial incapacity (e.g., insolvency, receivership, bankruptcy [which may not be enforceable]); failure to open; failure to stay open; criminal convictions; threats to health and safety; failure to meet transfer requirements; failure to comply with covenants against competition; release of confidential information; keeping false books or records; making false reports to us; default under certain other agreements; and repetition of earlier defaults.
i. Your obligations on termination/non-renewal	§16	Obligations include: complete and permanent deidentification; return of manuals, records and files; payment of amounts due; assignment/transfer of lease and premises to us; and compliance with covenants not to compete against us.
j. Assignment of contract by us	§14	There is no restriction on our right to transfer. You must sign a release of claims against us if we transfer.
k. "Transfer" by you - definitions	§14	Includes the transfer of any interest in you (including your owners) or in the Franchise Agreement, the grant of a security interest, or the sale of stock.
l. Our approval of transfer by you	§14	No transfers by you are permitted without our prior written approval.

Provision	Section	Summary
m. Conditions for our approval of transfer	§14	Conditions include: payment of money owed; compliance with covenants not to compete; execution of a release; a qualified transferee; a written assignment agreement; execution by transferee of a new franchise agreement and guaranty; remodeling of the Restaurant; training of the transferee's personnel; compliance with corporate/partnership document requirements; and payment of transfer fee.
n. Our right of first refusal to acquire your business	§14	We can match any offer.
o. Our option to purchase your business	§16	This option applies only to certain items and only upon expiration or termination of the Franchise Agreement.
p. Your death or disability	§14	Your interest must be assigned to an approved transferee within 12 months of your death or disability. If your heir cannot satisfy the usual transfer conditions, this period can be extended for a reasonable time, up to 18 months after your death or disability.
q. Noncompetition covenants during the term of the franchise	§13	Include a ban on owning or operating businesses that sell chicken and also on employing our employees or the employees of other Popeyes franchisees. Your employees and certain others must also agree to abide by these terms.
r. Noncompetition covenants after the franchise is terminated or expires	§13	Same as above, lasting for 2 years (on business activities within certain geographic areas) and 1 year (on employing certain individuals) following termination.
s. Modification of the agreement	§22	All amendments must be mutually agreed upon and in writing; however, we can modify the Manual.
t. Integration/merger clause	§22.01	The Franchise Agreement is our full and complete agreement with you. You may not rely on any other statements, materials or things you may have been told about the franchise.
u. Dispute resolution by arbitration or mediation	None	
v. Choice of forum	§24	If you sue us, you must do so where our principal office is located (currently, Atlanta, Georgia). If we sue you, we may do so there as well.
w. Choice of law	§24	Georgia law applies.

The states have statutes which may supersede the Franchise Agreement and the Development Agreement in your relationship with us, including the areas of termination and/or renewal of those agreements: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code Sections 2551-2556], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705-1 through 705-44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1-523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100-180] and WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement and the Development

Agreement in your relationship with us, including in the areas of termination and/or renewal of your franchise.

**ITEM 18
PUBLIC FIGURES**

We do not use any public figures to promote our franchise.

**ITEM 19
EARNINGS CLAIMS**

The following 4 tables present information about the annual sales of Popeyes Restaurants that were open throughout our entire fiscal year ended December 25, 2005.

TABLE I: FREE-STANDING RESTAURANTS

Amount and Distribution of Annual Sales

Annual Sales Levels (In Thousands)	Consolidated	Number of Units	Company- Owned	Number of Units	Franchised	Number of Units
\$2MM +	2.6%	25	10.5%	2	2.4%	23
\$1500-1999	8.4%	82	10.5%	2	8.4%	80
\$1400-1499	3.5%	34	5.3%	1	3.4%	33
\$1300-1399	4.2%	41	10.5%	2	4.1%	39
\$1200-1299	7.3%	71	10.5%	2	7.2%	69
\$1100-1199	8.3%	81	21.1%	4	8.0%	77
\$1000-1099	10.9%	106	5.3%	1	11.0%	105
\$900-999	9.0%	88	0.0%	0	9.2%	88
\$800-899	13.7%	134	10.5%	2	13.8%	132
\$700-799	12.0%	117	5.3%	1	12.1%	116
\$600-699	10.1%	99	10.5%	2	10.1%	97
\$500-599	4.9%	48	0.0%	0	5.0%	48
\$400-499	3.6%	35	0.0%	0	3.7%	35
\$300-399	1.2%	12	0.0%	0	1.3%	12
< \$300	0.3%	3	0.0%	0	0.3%	3
Total	100.0%	976	100.0%	19	100.0%	957

Arithmetic Average

Consolidated	Company-Owned	Franchised
\$1,018,359	\$1,253,264	\$1,013,695

Sales Range

	Consolidated	Company-Owned	Franchised
High	\$3,296,372	\$2,171,675	\$3,296,372
Low	\$267,693	\$623,897	\$267,693

The notes that follow Table IV are an integral part of Table I.

TABLE II: IN-LINE RESTAURANTS

Amount and Distribution of Annual Sales

Annual Sales Levels (In Thousands)	Consolidated	Number of Units	Company- Owned	Number of Units	Franchised	Number of Units
\$2MM +	1.1%	2	0.0%	0	1.1%	2
\$1500-1999	2.3%	4	0.0%	0	2.3%	4
\$1400-1499	4.0%	7	0.0%	0	4.0%	7
\$1300-1399	2.8%	5	0.0%	0	2.9%	5
\$1200-1299	4.5%	8	100.0%	1	4.0%	7
\$1100-1199	8.5%	15	0.0%	0	8.6%	15
\$1000-1099	9.1%	16	0.0%	0	9.1%	16
\$900-999	11.9%	21	0.0%	0	12.0%	21
\$800-899	10.2%	18	0.0%	0	10.3%	18
\$700-799	10.8%	19	0.0%	0	10.9%	19
\$600-699	15.3%	27	0.0%	0	15.4%	27
\$500-599	10.2%	18	0.0%	0	10.3%	18
\$400-499	8.0%	14	0.0%	0	8.0%	14
\$300-399	0.0%	0	0.0%	0	0.0%	0
< \$300	1.1%	2	0.0%	0	1.1%	2
Total	100.0%	176	100.0%	1	100.0%	175

Arithmetic Average

Consolidated	Company-Owned	Franchised
\$885,621	\$1,241,453	\$883,588

Sales Range

	Consolidated	Company-Owned	Franchised
High	\$2,001,564	\$1,241,453	\$2,001,564
Low	\$244,065	\$1,241,453	\$244,065

The notes that follow Table IV are an integral part of Table II.

TABLE III: CONVENIENCE STORE RESTAURANTS

Amount and Distribution of Annual Sales

Annual Sales Levels (In Thousands)	Consolidated	Number of Units	Company- Owned	Number of Units	Franchised	Number of Units
\$2MM +	0.0%	0	0.0%	0	0.0%	0
\$1500-1999	2.0%	2	0.0%	0	2.0%	2
\$1400-1499	0.0%	0	0.0%	0	0.0%	0
\$1300-1399	1.0%	1	0.0%	0	1.0%	1

Annual Sales Levels (In Thousands)	Consolidated	Number of Units	Company- Owned	Number of Units	Franchised	Number of Units
\$1200-1299	4.1%	4	0.0%	0	4.1%	4
\$1100-1199	2.0%	2	0.0%	0	2.0%	2
\$1000-1099	5.1%	5	0.0%	0	5.1%	5
\$900-999	6.1%	6	0.0%	0	6.1%	6
\$800-899	7.1%	7	0.0%	0	7.1%	7
\$700-799	17.3%	17	0.0%	0	17.3%	17
\$600-699	20.4%	20	0.0%	0	20.4%	20
\$500-599	13.3%	13	0.0%	0	13.3%	13
\$400-499	15.3%	15	0.0%	0	15.3%	15
\$300-399	4.1%	4	0.0%	0	4.1%	4
< \$300	2.0%	2	0.0%	0	2.0%	2
Total	100.0%	98	0.0%	0	100.0%	98

Arithmetic Average

Consolidated	Company-Owned	Franchised
\$714,758	N/A	\$714,758

Sales Range

	Consolidated	Company-Owned	Franchised
High	\$1,664,545	N/A	\$1,664,545
Low	\$291,590	N/A	\$291,590

The notes that follow Table IV are an integral part of Table III.

TABLE IV: MALL/FOOD COURT RESTAURANTS

Amount and Distribution of Annual Sales

Annual Sales Levels (In Thousands)	Consolidated	# Units	Company	# Units	Franchise	# Units
\$2MM +	3.1%	2	0.0%	0	3.1%	2
\$1500-1999	6.2%	4	0.0%	0	6.3%	4
\$1400-1499	0.0%	0	0.0%	0	0.0%	0
\$1300-1399	3.1%	2	0.0%	0	3.1%	2
\$1200-1299	10.8%	7	0.0%	0	10.9%	7
\$1100-1199	4.6%	3	0.0%	0	4.7%	3
\$1000-1099	1.5%	1	0.0%	0	1.6%	1
\$900-999	6.2%	4	0.0%	0	6.3%	4
\$800-899	10.8%	7	0.0%	0	10.9%	7
\$700-799	12.3%	8	0.0%	0	12.5%	8
\$600-699	15.4%	10	0.0%	0	15.6%	10
\$500-599	13.8%	9	100.0%	1	12.5%	8
\$400-499	7.7%	5	0.0%	0	7.8%	5

Annual Sales Levels (In Thousands)	Consolidated	# Units	Company	# Units	Franchise	# Units
\$300-399	1.5%	1	0.0%	0	1.6%	1
< \$300	3.1%	2	0.0%	0	3.1%	2
Total	100.0%	65	100.0%	1	100.0%	64

Arithmetic Average

Consolidated	Company-Owned	Franchised
\$933,520	\$503,672	\$940,236

Sales Range

	Consolidated	Company-Owned	Franchised
High	\$4,089,418	\$503,672	\$4,089,418
Low	\$277,501	\$503,672	\$277,501

NOTES TO TABLES I THROUGH IV:

1. The restaurants whose results are reflected in these Tables were in operation continuously throughout the period December 26, 2004 through December 25, 2005. Results of restaurants which either opened or closed during this period are not included.

2. For purposes of this Item, the types of restaurants included in the Tables are defined as follows:

Free-Standing Restaurants: Any type of restaurant other than the restaurant categories defined below.

In-line Restaurants: Restaurants located in traditional "strip style" retail shopping centers.

Convenience Store Locations: Restaurants located within or attached to convenience stores.

Mall/Food Court Restaurants: Restaurants located within the confines of shopping malls and other food court locations, such as free-standing food court buildings, airports, travel plazas, amusement parks and other retail areas where common seating with other food concepts is used.

3. Sales volumes vary considerably due to a variety of factors, such as demographics of the restaurant trade area; competition from other restaurants in the trade area, especially other quick service restaurants; traffic flow; accessibility and visibility; economic conditions in the restaurant trade area; advertising and promotional activities; and the business abilities and efforts of the management of the restaurant.

4. The results shown for franchised restaurants have been taken from royalty reports submitted by franchisees. We have not audited these royalty reports, but have no reason to believe that they are unreliable. The results shown for company-owned restaurants are taken from reports prepared by company personnel at each restaurant and are unaudited.

5. These sales figures are for specific franchised and company-owned restaurants and should not be considered as the actual or potential sales that will be achieved by any other franchised restaurant. We do not represent that any franchisee can expect to attain these sales results. Actual results vary from restaurant to restaurant and we cannot estimate the results of any specific restaurant. In addition, these sales figures do not reflect the cost of sales, operating expenses or other expenses that must be deducted from sales to determine net income or profit. We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable (including determining the costs and expenses you will incur while operating the Franchised Restaurant), and consult with an attorney and/or other advisors before signing any franchise agreement. Our current and former franchisees identified in Exhibit L may be a source of this information.

6. Substantiation for the information appearing in this Item will be made available to you upon reasonable request.

7. Except for the information set forth in this Item, we do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual, average, projected or forecasted sales, costs, income or profits (collectively, "earnings capability") of a restaurant. We specifically instruct our sales personnel, agents and employees that they are not permitted to make any claims or statements concerning a specific franchisee's earnings capability or chances for success, and we will not be bound by allegations of any unauthorized representations as to earnings capability or chances for success.