

**RESTAURANT TECHNOLOGIES, INC.**



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**MERGER EXECUTION PACKAGE**

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This package is being delivered to you in connection with the proposed merger of RTI Sub 123, Inc. with and into Restaurant Technologies, Inc. This package has been delivered with the enclosed memorandum dated May \_\_, 2009. This package contains the following documents required to be signed by you and submitted to Restaurant Technologies, Inc. so that they are received by the Exchange Agent on or prior to Friday, June 12, 2009 in order to participate in the recapitalization of the Company:

- Attachment 1: Letter of Transmittal
- Attachment 2: Release Agreement
- Attachment 3: Investor Questionnaire
- Attachment 4: Notice of Election
- Attachment 5: Signature Page to Fourth Amended and Restated Stockholders' Agreement
- Attachment 6: Signature Page to Fourth Amended and Restated Registration Rights Agreement

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ALL of the above Attachments should be submitted to the Exchange Agent as follows:

Wells Fargo Bank, N.A.  
Attn: Voluntary Corporate Actions  
161 N. Concord Exchange  
South St. Paul, MN 55075-1139

Please direct any questions regarding the process for you to participate in the recapitalization to Robert E. Weil, Secretary and Chief Financial Officer, Restaurant Technologies, Inc., 3711 Kennebec Drive, Suite 100, Eagan, Minnesota 55122, telephone (651) 796-1600 or (888) 796-4997 (toll free).

**Attachment 1**  
**Letter of Transmittal**  
**(See Attached)**

**RESTAURANT TECHNOLOGIES, INC.  
LETTER OF TRANSMITTAL**

For submitting certificates representing shares of Series A-1 Convertible Preferred Stock, shares of Series A-2 Convertible Preferred Stock, shares of Series A-3 Convertible Preferred Stock, shares of Series A-4 Convertible Preferred Stock, shares of Series B-1 Convertible Preferred Stock, shares of Series B-2 Convertible Preferred Stock and shares of Common Stock of Restaurant Technologies, Inc., a Delaware corporation (the "*Company*"), pursuant to the Agreement and Plan of Merger (as amended, the "*Merger Agreement*"), dated as of April 28, 2009, by and between RTI Sub 123, Inc., a Delaware corporation, and the Company. Each capitalized term used and not otherwise defined in this instrument shall have the meaning ascribed to such term in the Merger Agreement.

*This Letter of Transmittal, the certificates for Capital Stock (as defined below) and any other required documents should be sent or delivered to the Exchange Agent, by mail, hand or overnight courier at the address set forth below:*

**Wells Fargo Bank, N.A  
Attn: Voluntary Corporate Actions  
161 North Concord Exchange  
South St. Paul, MN 55075-1139**

**Phone: 800-380-1372**

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY TO THE EXCHANGE AGENT. YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 PROVIDED BELOW OR, IF YOU ARE A NON-U.S. HOLDER, COMPLETE AND SUBMIT TO THE EXCHANGE AGENT A FORM W-8BEN, FORM W-8ECI OR FORM W-8IMY, AS APPLICABLE.**

**YOU SHOULD READ THE MEMORANDUM OF THE COMPANY AND THE MERGER AGREEMENT AND THE OTHER ATTACHMENTS AND EXHIBITS THERETO IN THEIR ENTIRETY FOR A COMPLETE DESCRIPTION OF THE CONSIDERATION YOU MAY BE ENTITLED TO RECEIVE, AND THE TERMS AND CONDITIONS APPLICABLE THERETO.**

**THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.**

**Ladies and Gentlemen:**

In connection with the merger (the "*Merger*") of RTI Sub 123, Inc., a Delaware corporation ("*Merger Subsidiary*") and a wholly-owned subsidiary of the Company, with and into the Company, and pursuant to Section 1.09 of the Merger Agreement, the undersigned encloses herewith and surrenders the following certificates (the "*Certificates*") formerly

representing (i) shares of Series A-1 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series A-1 Preferred Shares*"), (ii) shares of Series A-2 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series A-2 Preferred Shares*"), (iii) shares of Series A-3 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series A-3 Preferred Shares*"), (iv) shares of Series A-4 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series A-4 Preferred Shares*"), (v) shares of Series B-1 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series B-1 Preferred Shares*"), (vi) shares of Series B-2 Convertible Preferred Stock, \$0.01 par value per share, of the Company (the "*Series B-2 Preferred Shares*") and/or (vii) shares of Common Stock, \$0.01 par value per share, of the Company (the "*Common Shares*" and, together with the Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares and Series B-2 Preferred Shares, the "*Capital Stock*"). Whether or not returned to the Exchange Agent, all shares of Capital Stock represented by Certificates will be cancelled automatically as a result of the Merger, whether or not the holder of such Certificate(s) is entitled to receive the Series A-1 Consideration Per Share, the Series A-2 Consideration Per Share, the Series A-3 Consideration Per Share, the Series A-4 Consideration Per Share, the Series B-1 Consideration Per Share, the Series B-2 Consideration Per Share or the New Common Stock Consideration Per Share, as applicable (the consideration payable to each such class or series of stock the "*Applicable Merger Consideration*"). **By delivery of this Letter of Transmittal to the Exchange Agent, the undersigned hereby (i) forever waives all appraisal rights under Delaware law and other applicable law, and (ii) withdraws all written objections to the Merger and/or demands for appraisal, if any, with respect to the shares of Capital Stock owned by the undersigned.**

The amount payable in respect of each Series A-1 Preferred Share, Series A-2 Preferred Share, Series A-3 Preferred Share, Series A-4 Preferred Share, Series B-1 Preferred Share, Series B-2 Preferred Share and Common Share is as set forth in Section 1.07 of the Merger Agreement and as further described in the "Merger Agreement-Merger Consideration" section of the "Recapitalization Merger" portion of the Memorandum.

The undersigned hereby represents and warrants that the undersigned has full power and authority to submit, sell, assign and transfer the Certificate(s) submitted hereby free and clear of all liens, restrictions, charges and encumbrances. All authority herein conferred or agreed to be conferred shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, personal representatives, trustees in bankruptcy, successors and assigns of the undersigned.

The undersigned acknowledges, agrees and confirms that:

- (1) The undersigned has reviewed the Memorandum and each of the other documents referred to therein and agrees to be bound and abide by the provisions of the Merger Agreement;
- (2) The undersigned has had an opportunity to ask questions and receive answers from the Company as deemed necessary to evaluate the transactions proposed herein; and
- (3) By the execution and delivery of this Letter of Transmittal and acceptance of the Applicable Merger Consideration payable to the undersigned under the Merger Agreement, the undersigned waives and agrees not to assert its rights, if any, to dissent or to seek statutory appraisal in respect of the undersigned's shares of Capital Stock pursuant to applicable law.

**NO HOLDER OF SHARES OF CAPITAL STOCK WHO INTENDS TO EXERCISE STATUTORY DISSENTERS' OR APPRAISAL RIGHTS, INCLUDING, WITHOUT LIMITATION, UNDER DELAWARE LAW, SHOULD SUBMIT FOR EXCHANGE ANY CERTIFICATES REPRESENTING HIS, HER OR ITS SHARES OF CAPITAL STOCK.**

**THE UNDERSIGNED UNDERSTANDS THAT SUBMISSION OF THIS LETTER OF TRANSMITTAL TO THE EXCHANGE AGENT WILL CONSTITUTE A WAIVER OF HIS, HER OR ITS RIGHTS TO DEMAND DETERMINATION OF THE FAIR VALUE OF HIS, HER OR ITS SHARES OF CAPITAL STOCK PURSUANT TO THE PROVISIONS OF DELAWARE LAW OR OTHER APPLICABLE LAW. THE UNDERSIGNED FURTHER UNDERSTANDS THAT IF HE, SHE OR IT HAS FILED A COMPLAINT WITH RESPECT TO THE SHARES OF CAPITAL STOCK REPRESENTED BY THE CERTIFICATE(S) SUBMITTED AND SURRENDERED HEREWITH, THE UNDERSIGNED BY SUBMISSION TO THE EXCHANGE AGENT OF THIS LETTER OF TRANSMITTAL HEREBY WITHDRAWS SUCH COMPLAINT AND AGREES THAT THE FAIR VALUE OF SUCH SHARES OF CAPITAL STOCK IS NOT MORE THAN THE CONSIDERATION PAYABLE PURSUANT TO THE MERGER, AND THE COMPANY HEREBY ACCEPTS SUCH WITHDRAWAL.**

**YOU MUST SIGN THIS LETTER OF TRANSMITTAL WHERE INDICATED BELOW AND COMPLETE THE SUBSTITUTE FORM W-9 PROVIDED BELOW OR, IF YOU ARE A NON-U.S. HOLDER, COMPLETE AND SUBMIT TO THE EXCHANGE AGENT A FORM W-8BEN, FORM W-8ECI OR FORM W-8IMY, AS APPLICABLE.**

**PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.**

The undersigned hereby surrenders to the Exchange Agent the certificate(s) described below, each such certificate to be exchanged for the right to receive the Applicable Merger Consideration set forth in Section 1.07 of the Merger Agreement. Submission of the certificate(s) described below is subject to the terms, conditions and limitations set forth in the Instructions included herein and in the Merger Agreement. Delivery of stock certificates shall be effected, and the risk of loss of and title to the certificates representing the outstanding Capital Stock of the Company shall pass, only upon proper delivery of the Certificates to the Exchange Agent. Upon the receipt by the Exchange Agent of each Certificate representing shares of Capital Stock held by the undersigned, together with a Letter of Transmittal and Form W-9 or W-8, as applicable, duly completed and validly executed in accordance with the instructions hereto by the undersigned, the Exchange Agent will (i) deliver to the undersigned, unless the undersigned is a Cash Common Stockholder, the number of shares of Capital Stock represented by each Certificate surrendered multiplied by the applicable Series A-1 Consideration Per Share, Series A-2 Consideration Per Share, Series A-3 Consideration Per Share, Series A-4 Consideration Per Share, Series B-1 Consideration Per Share, Series B-2 Consideration Per Share, New Common Stock Consideration Per Share or New Warrant Consideration Per Share and (ii) if the undersigned is a Cash Common Stockholder, pay to the undersigned an amount in cash to equal to (A) the number of shares of Capital Stock represented by each Certificate of Common stock multiplied by (B) the Cash Common Stock Consideration Per Share.

**SERIES A-1 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**SERIES A-2 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**SERIES A-3 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**SERIES A-4 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**SERIES B-1 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**SERIES B-2 PREFERRED SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

**COMMON SHARES:**

<b>DESCRIPTION OF STOCK CERTIFICATES SURRENDERED</b>		
<b>Name and Address of Registered Holder (Please fill in exactly as name appears on Share Certificate(s))</b>	<b>Share Certificate(s) and Number of Share(s) (Attach additional signed list, if necessary)</b>	
	<b>Certificate Number</b>	<b>Total Number of Shares Represented by the Certificate</b>

If any Certificate(s) representing Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and/or Common Shares that you own has (have) been lost, stolen or destroyed, check this box. You will be contacted if a fee and/or additional documents are required to replace the lost certificates. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, stolen or destroyed Certificate(s) have been followed.

**INSTRUCTIONS**  
**Forming Part of the Terms and Conditions**  
**of this Letter of Transmittal**

1. **Medallion Guarantee of Signatures.** Signatures on this Letter of Transmittal must be medallion guaranteed only if this Letter of Transmittal is signed by someone other than the registered holder of Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and/or Common Shares surrendered herewith or the registered owner has completed the box entitled "Special Payment Instructions". If signatures on this Letter of Transmittal are required to be medallion guaranteed, they must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (each, an "*Eligible Institution*"). See also Instruction 4.

2. **Delivery of Letter of Transmittal and Certificates.** This Letter of Transmittal is to be used if Certificate(s) are to be forwarded herewith. Certificate(s) for all physically surrendered Series A-1 Preferred Shares ("*Series A-1 Preferred Certificates*"), Series A-2 Preferred Shares ("*Series A-2 Preferred Certificates*"), Series A-3 Preferred Shares ("*Series A-3 Preferred Certificates*"), Series A-4 Preferred Shares ("*Series A-4 Preferred Certificates*"), Series B-1 Preferred Shares ("*Series B-1 Preferred Certificates*"), Series B-2 Preferred Shares ("*Series B-2 Preferred Certificates*") and/or Common Shares ("*Common Share Certificates*"), as well as this Letter of Transmittal (or a manually signed facsimile hereof), properly completed and duly executed with any required signature guarantees, and any other documents required by this Letter of Transmittal, must be received by the Exchange Agent at its address set forth herein.

The method of delivery of Series A-1 Preferred Certificates, Series A-2 Preferred Certificates, Series A-3 Preferred Certificates, Series A-4 Preferred Certificates, Series B-1 Preferred Certificates, Series B-2 Preferred Certificates and Common Share Certificates and all other required documents is at the election and risk of the surrendering holder. The delivery will be deemed made only when actually received by the Exchange Agent. If such delivery is by mail, it is recommended that such certificates and documents be sent by registered mail, properly insured, with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery.

3. **Inadequate Space.** If the space provided herein is inadequate, the certificate numbers and/or the number of Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and Common Shares should be listed on a separate signed schedule attached hereto.

4. **Signatures on Letter of Transmittal; Stock Powers and Endorsements.** If this Letter of Transmittal is signed by the registered holder(s) of the Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and Common Shares surrendered hereby, the signature(s) must correspond with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any other change whatsoever.

If any of the Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and Common Shares surrendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any of the Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and Common Shares surrendered hereby are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of certificates.

If this Letter of Transmittal is signed by a person other than the registered holder of the Certificate(s) listed or if this Letter of Transmittal is signed by the registered holder but payment is to be made to a person other than the registered holder, the Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case signed exactly as the name or names of the registered holder appears on the Certificate(s). Signatures on such Certificate(s) or stock powers must be medallion guaranteed by an Eligible Institution.

If this Letter of Transmittal or any Series A-1 Preferred Certificates, Series A-2 Preferred Certificates, Series A-3 Preferred Certificates, Series A-4 Preferred Certificates, Series B-1 Preferred Certificates, Series B-2 Preferred Certificates or Common Share Certificates or stock power is signed by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or any person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to the Company of such person's authority to so act must be submitted.

5. **Special Payment and Delivery Instructions.** If a check for the payment for the surrendered Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and Common Shares is to be issued in the name of a person other than the signer of this Letter of Transmittal or if a check is to be mailed to a person other than the signer of this Letter of Transmittal or to an address other than that shown below, the appropriate boxes on this Letter of Transmittal should be completed.

6. **Requests for Assistance or Additional Copies.** Any questions and requests for assistance may be directed to the Exchange Agent at its telephone number and location set forth herein. Requests for additional copies of this Letter of Transmittal may be directed to the Exchange Agent.

7. **Backup Federal Income Tax Withholding.** To ensure compliance with Treasury Department Circular 230, holders are hereby notified that any discussion of tax matters set forth in this Letter of Transmittal was written in connection with the promotion or marketing of the transactions or matters addressed herein and was not intended or written to be used, and cannot be used by any person, for the purpose of avoiding tax-related penalties under federal, state or local tax law. Each holder is encouraged to seek advice based on its particular circumstances from an independent tax advisor.

(A) *U.S. Holders.*

This section applies solely to a holder of shares of Capital Stock, or a person appointed by such holder to accept payment in accordance with Instruction 4 herein, who qualifies as a

"U.S. holder," as that term is defined in the section of the Information Statement entitled "Material U.S. Federal Income Tax Consequences of the Merger to RTI Stockholders." A holder or his, her or its appointee who does not qualify as a U.S. holder should refer to paragraph B below.

A holder who surrenders Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and/or Common Shares and accepts payment in exchange for such shares of Capital Stock from the Exchange Agent may be subject to information reporting and backup withholding at the rate of 28% on the payments received. To prevent backup withholding, each surrendering U.S. holder should complete and sign the Substitute Form W-9 below, and either: (a) provide the holder's correct taxpayer identification number ("TIN"), generally the holder's social security or federal employer identification number, and certify, under penalties of perjury, that the TIN provided is correct (or that such holder is awaiting a TIN), and that (i) the holder has not been notified by the Internal Revenue Service ("IRS") that the holder is subject to backup withholding, or (ii) the IRS has notified the holder that the holder is no longer subject to backup withholding; or (b) provide an adequate basis for exemption.

If a nonexempt holder has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future, such holder should write "Applied For" in the space for the TIN provided on the attached Substitute Form W-9, check the box in Part III and complete the attached "Certificate of Awaiting Taxpayer Identification Number" in order to prevent backup withholding. In the event that such holder fails to provide a TIN to the Exchange Agent by the time of payment, the Exchange Agent must withhold 28% of the payments made to such holder. To the extent that the Company or the Exchange Agent is required to make payments in respect of withholding taxes not withheld, the holder shall repay the Company or the Exchange Agent, as applicable, the amount paid in relation to the withholding obligation.

If "Applied For" is written in Part I of the Substitute Form W-9, the Exchange Agent will retain 28% of any payment during the 60-day period following the date of the Substitute Form W-9. If the holder furnishes the Exchange Agent with his, her or its TIN within 60 days of the date of the Substitute Form W-9, the Exchange Agent will remit such amount retained during the 60-day period to the holder, and no further amounts will be retained or withheld from any payment made to the holder thereafter. If, however, the holder has not provided the Exchange Agent with his, her or its TIN within such 60-day period, the Exchange Agent will remit such previously retained amounts to the IRS as backup withholding and shall withhold 28% of any payment to the holder thereafter in exchange for shares of Capital Stock surrendered by the holder unless the holder furnishes a TIN to the Exchange Agent prior to any such subsequent payment.

If payment for surrendered Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and/or Common Shares is to be made pursuant to Instruction 4 of this Letter of Transmittal to a person other than the surrendering holder, backup withholding will apply unless such other person, rather than the surrendering holder, complies with the procedures described above to avoid backup withholding.

Failure to complete the Substitute Form W-9 will not, by itself, cause Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 Preferred Shares and/or Common Shares to be deemed invalidly delivered, but may subject the surrendering holder (or his, her or

its appointed payee) to a \$50 penalty imposed by the IRS and 28% federal income tax backup withholding on any payment for such shares of Capital Stock surrendered by the holder. Backup withholding is not an additional federal income tax. Any amounts so withheld may be credited against the holder's U.S. federal income tax liabilities, if the required information is timely furnished to the IRS.

**(B) Non-U.S. Persons.**

Persons other than U.S. holders are not subject to backup withholding and reporting requirements. A holder of shares of Capital Stock, or any person appointed by him, her or it to accept payment on his, her or its behalf in accordance with Instruction 4, who does not qualify as a U.S. holder should not complete the Substitute Form W-9, but must instead complete and submit to the Exchange Agent a Form W-8BEN, Form W-8ECI or Form W-8IMY, as appropriate, to establish his, her or its exempt status as a non-U.S. holder. The forms may be obtained from the Exchange Agent or the IRS at its website: [www.irs.gov](http://www.irs.gov). Non-U.S. holders are urged to consult their own tax advisors to determine whether they are exempt and which form they should furnish to the Exchange Agent.

8. **Cash Payment Instructions.** The Exchange Agent will make any payments to which the undersigned is entitled by check or wire transfer as indicated in the "Cash Payment Instructions" of this Letter of Transmittal. If the undersigned does not complete the box entitled "Cash Payment Instructions," any cash payment(s) to which he, she or it is entitled will be made by check as set forth in this Letter of Transmittal.

9. **Notice of Election Instructions.** If the undersigned is a holder of Common Stock, the undersigned must complete and execute a Notice of Election, which is attached hereto as Attachment 4, and submit the Notice of Election together with the Letter of Transmittal to the Exchange Agent. If the Notice of Election is not executed and returned with this Letter of Transmittal, the undersigned will be deemed to have elected to receive cash in exchange for his, her or its shares.

**NOTE: SIGNATURES MUST BE PROVIDED BELOW.**

**\*\*\*\*\*IMPORTANT – SIGN HERE\*\*\*\*\***  
**(Also Complete Substitute Form W-9 Below, if applicable)**

X \_\_\_\_\_  
(Signatures of Holder)

Dated: \_\_\_\_\_, 2009

(Must be signed by registered holder exactly as name appears on certificate(s) or by person(s) authorized to become registered holder by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 4.)

Name: \_\_\_\_\_  
(Please type or print)

Capacity (Full Title): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
(Including zip code)

Area Code and Telephone No.: \_\_\_\_\_

Tax Identification or  
Social Security No.: \_\_\_\_\_

**MEDALLION GUARANTEE OF SIGNATURE**  
**(See Instructions 1 and 5 to determine if medallion guarantee is required)**

**Medallion Signature Guarantee:** Your Signature(s) must be medallion guaranteed by an eligible guarantor institution (Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union or Savings Association) participating in a Medallion program approved by the Securities Transfer Association Inc. The Medallion Guarantee Stamp used must cover the value of the transaction.

X level medallion stamp covers up to \$2 Million  
Y level medallion stamp covers up to \$5 Million  
Z level medallion stamp covers payments over \$5 Million.

**NOTE: A notarization by notary public is not acceptable.**

\_\_\_\_\_  
Place medallion guarantee stamp in space above

Do not date the guarantee.

**SPECIAL PAYMENT INSTRUCTIONS**  
(See Instructions 1, 4 and 5)

To be completed ONLY if the check for the payment for surrendered Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 and Common Shares (less the amount of any federal income tax required to be withheld) is to be issued in the name of someone other than the undersigned.

**\*\*Medallion guarantee is required.\*\***

Issue Check to:

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

\_\_\_\_\_

(Zip Code)

\_\_\_\_\_  
(Taxpayer Identification or Social Security No.)  
(See Substitute Form W-9)

**SPECIAL DELIVERY INSTRUCTIONS**  
(See Instructions 1 and 5)

To be completed ONLY if the check for the payment for surrendered Series A-1 Preferred Shares, Series A-2 Preferred Shares, Series A-3 Preferred Shares, Series A-4 Preferred Shares, Series B-1 Preferred Shares, Series B-2 and Common Shares (less the amount of any federal income tax required to be withheld) is to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Deliver Check to:

Name \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_

\_\_\_\_\_

(Zip Code)

\_\_\_\_\_  
(Taxpayer Identification or Social Security No.)  
(See Substitute Form W-9)

### CASH PAYMENT INSTRUCTIONS

(See Instruction 11)

- The registered holder hereby elects to receive a check to be sent to the address as indicated above.
- The registered holder hereby elects to receive a wire transfer to the account set forth below for any applicable cash payments to be paid pursuant to the Merger Agreement to the registered holder, as a registered holder of shares of Capital Stock. A wire fee of \$50 per account will be deducted from the proceeds.

Bank: \_\_\_\_\_  
ABA#: \_\_\_\_\_  
For Credit to: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
For Further Credit to: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Reference: \_\_\_\_\_  
Bank Address: \_\_\_\_\_  
\_\_\_\_\_

**\*\* Please note that, at the Company's option, the Company may pay to the registered holder any applicable cash payment to be paid pursuant to the Merger Agreement via check instead of wire transfer, if such payment is less than \$50,000\*\***

**SUBSTITUTE FORM W-9**  
(see attached)

<b>PAYER'S NAME: Wells Fargo Bank, N.A.</b>		
<p style="text-align: center;"><b>SUBSTITUTE Form W-9</b></p> <p style="text-align: center;">Department of the Treasury, Internal Revenue Service</p> <p style="text-align: center;">Payer's Request for Taxpayer Identification Number ("TIN") and Certification</p>	<p><b>Part I – PLEASE PROVIDE YOUR TIN IN THE BOX AT THE RIGHT AND CERTIFY BY SIGNING AND DATING BELOW</b></p> <p><b>Part II – Certification – Under penalties of perjury, I certify that:</b></p> <p>(1) The number shown on this form is my correct TIN (or I am waiting for a number to be issued to me); and</p> <p>(2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>(3) I am a U.S. person (including a U.S. resident alien).</p> <p><b>Certification Instructions –</b> You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you were subject to backup withholding, you received another notification from the IRS that you were no longer subject to backup withholding, do not cross out item (2).</p> <p><b>Part III – Check the box if you are awaiting your TIN</b> <input type="checkbox"/></p>	<p><b>TIN:</b> _____</p> <p style="text-align: center;">Social Security Number or Employer Identification Number</p>
<p>SIGNATURE: _____ DATE: _____, 2009</p> <p>NAME (as shown on your income tax return): _____</p> <p>ADDRESS: _____</p> <p>ENTITY TYPE: <input type="checkbox"/> Individual/ Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other (specify)</p>		

**NOTE: FAILURE TO COMPLETE AND RETURN THIS SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF 28% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE MERGER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.**

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU ARE AWAITING YOUR TIN.**

<b>CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER</b>	
<p>I certify under penalties of perjury that a TIN has not been issued to me, and either (1) I have mailed or delivered an application to receive a TIN to the appropriate IRS Center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 28% of all reportable payments pursuant to the Merger made to me thereafter will be withheld until I provide a number. If I do not provide a TIN by payment date, any amounts withheld will be sent to the IRS as backup withholding.</p>	
Signature: _____	Date: _____, 2009

**Attachment 2**  
**Release Agreement**  
**(See Attached)**

## RELEASE AGREEMENT

THIS RELEASE AGREEMENT (this "Agreement") dated \_\_\_\_\_, 2009 is made by and between the person listed on the signature page hereto under the heading "Releasor" (the "Releasor") and Restaurant Technologies, Inc., a Delaware corporation (the "Company"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Merger Agreement (as defined below).

WHEREAS, on the Closing Date, the closing of the transactions contemplated in that certain Agreement and Plan of Merger, dated April 28, 2009 (the "Merger Agreement") by and between the Company and Merger Subsidiary, will be consummated;

WHEREAS, the Releasor acknowledges and agrees that the execution and delivery of this Agreement by the Releasor has been a material inducement to the Company to provide the Releasor the New Common Stock Consideration Per Share and/or the New Warrant Consideration Per Share pursuant to Section 1.07(a)(ii)(A) and Section 1.07(a)(ii)(B), as applicable, of the Merger Agreement, in lieu of the Cash Common Stock Consideration Per Share; and

WHEREAS, the Releasor acknowledges and agrees that such Releasor and the Company have received good and valuable consideration for the execution and delivery of this Agreement by such party.

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the Releasor agrees that all claims and rights existing at the time of this Agreement shall be finally and completely waived and relinquished under this Agreement under the following terms and conditions:

1. Effectiveness of Agreement. This Agreement shall be effective as of the Closing.
2. General Release. The Releasor, on behalf of such Releasor, and such Releasor's successors, assigns, next-of-kin, representatives, administrators, executors, agents, and, if applicable, each of such Releasor's past and present directors, managers, officers, employees, predecessors, equityholders, partners, insurers, subsidiaries and affiliates and any other person or entity claiming by, through, or under any of the foregoing, do hereby unconditionally and irrevocably release, waive and forever discharge the Company and its affiliates and its and their respective past and present directors, managers, officers, employees, agents, predecessors, successors, assigns, equityholders, partners, insurers and subsidiaries (each a "Release Party," and collectively, the "Released Parties"), from any and all claims, demands, damages, judgments, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) on or prior to the Effective Time, including without limitation, any and all of the foregoing arising out of or relating to (i) such Releasor's capacity as a current or former stockholder (whether direct or indirect), officer, director, manager, employee or agent of

the Released Parties or any of their respective predecessors, subsidiaries or affiliates (or such Releasor's capacity as a current or former trustee, director, officer, manager, employee or agent of any other entity in which capacity such Releasor is or was serving at the request of the Released Parties), and (ii) any contract, agreement or other arrangement (whether verbal or written) (other than the right to receive the Merger Consideration under the Merger Agreement or rights under any employee agreement between the Releasor and a Released Party) entered into or established on or prior to the Effective Time (with the effect that any such contract, agreement or other arrangement, including any provision purporting to survive termination of such contract, agreement or other arrangement, is hereby terminated in its entirety), in all cases whether or not known, suspected or claimed, arising directly or indirectly from any act, omission, event or transaction occurring (or any circumstances existing) on or prior to the Effective Time. The Releasor understands that this is a full and final general release of all claims, demands, causes of action and liabilities of any nature whatsoever, whether or not known, suspected or claimed, that could have been asserted in any legal or equitable proceeding against the Released Parties.

3. Covenant Not to Sue. The Releasor hereby covenants not to sue the Released Parties with respect to claims released in paragraph 2 hereof, or to initiate or voluntarily participate in any administrative proceeding against the Released Parties with respect to claims released in paragraph 2 hereof.
4. Preservation of Rights. Notwithstanding paragraph 2 of this Agreement, the Company shall remain liable to the Releasor with respect to the liabilities and obligations, if any, it has to the Releasor (i) for payment of the Merger Consideration pursuant to the Merger Agreement; (ii) for claims to the Releasor's rights to salary and bonus payments to and through the Effective Time and after the Effective Time, to the extent the Releasor is employed by the Company after the Effective Time; and (iii) for claims to the Releasor's COBRA and other related rights.
5. Representations and Warranties of the Releasor. The Releasor represents and warrants to the Released Parties (i) that there are no liens, or claims of lien, or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein; (ii) that such Releasor is fully authorized and entitled to give the releases specified herein; and (iii) that such Releasor is empowered and authorized to execute and deliver this Agreement.
6. California and Similar Waiver. Each of the parties hereto waives any and all rights under Section 1542 of the Civil Code of California, and any similar law, rule, provision or statute of Delaware or any other jurisdiction, which states in full (or otherwise in substance) as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE

**MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

Each of the parties hereto knowingly and willingly waives the provisions of Section 1542 of the Civil Code of California and any similar law, rule, provision or statute of Delaware or any other jurisdiction which operates to bar the release of unknown claims, and acknowledges and agrees that this waiver is an essential and material term of this Agreement and the Merger Agreement. In particular, each of the parties hereto acknowledges that it has reviewed this Agreement with its legal counsel, and such party understands and acknowledges the significance and consequences of this Agreement and, in particular, of the waiver provided in this paragraph 6 of this Agreement.

7. Entire Agreement. Subject to the terms and conditions of the Merger Agreement, this Agreement contains the entire agreement between the parties hereto with respect to the matters set forth herein and constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement is executed without reliance upon any promise, warranty or representation by the Released Parties or any representative of the Released Parties, and the Releasor has carefully read this Agreement, has had an opportunity to consult with Releasor's attorney regarding its meaning and consequences, and signs the name of such Releasor of such Releasor's own free will.
8. Binding Effect; Third Party Beneficiary. This Agreement shall bind the heirs, personal representatives, successors and assigns of each party, and inure to the benefit of each party and each of its predecessors, successors, assigns, equityholders, directors, managers officers, partners, employees, agents subsidiaries and affiliates, all of whom shall be considered third party beneficiaries hereunder.
9. Governing Law. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of Delaware as applied to contracts made and to be performed entirely within Delaware.
10. Amendment. This Agreement shall not be modified or waived except in a writing signed by each of the parties affected by such modification or waiver.
11. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures presented by facsimile transmission or electronic transmission shall be deemed effective at the time of transmission and shall be replaced by original signatures as soon thereafter as practicable.
12. No Admission. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as an admission by any party hereto of any liability of any kind to any of the other parties hereto. Each party acknowledges that the other parties hereto expressly deny that such other parties are in any way obligated to the other party, other than pursuant to this Agreement itself or to any other agreement contemplated to survive

the closing of the transactions contemplated by the Merger Agreement and to which a Released Party and any such Releasor are parties.

13. Prevailing Party. The prevailing party shall be entitled to reasonable costs and expenses incurred by it in connection with any cause of action, enforcement action or other similar matter arising with respect to this Agreement.

\* \* \* \* \*

*[Signature Page Follows on the Next Page]*

WHEREUPON the undersigned have affixed their signatures and approval of this Release Agreement as of the date first above written.

RELEASOR:

\_\_\_\_\_  
Name: \_\_\_\_\_

Acknowledged and Accepted:

COMPANY:

RESTAURANT TECHNOLOGIES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Attachment 3**  
**Investor Questionnaire**  
**(See Attached)**

### INVESTOR QUESTIONNAIRE

I represent and warrant to Restaurant Technologies, Inc. (the "*Company*") that I meet, or the entity on whose behalf I am signing this questionnaire meets, all of the criteria set forth in the items I have initialed below (please initial each applicable item):

- \_\_\_\_\_ I am a natural person with individual net worth, or joint net worth with my spouse, exceeding \$1,000,000; or
- \_\_\_\_\_ I am a natural person with individual income in excess of \$200,000 in each of the last two years or joint income with my spouse in excess of \$300,000 in each of those years and I reasonably expect to reach the same income level in the current year; or
- \_\_\_\_\_ I am signing on behalf of a corporation, Massachusetts or similar business trust, partnership or an organization described in Section 501(c)(3) of the Internal Revenue Code, not formed for the specific purpose of acquiring the shares, with total assets in excess of \$5,000,000; or
- \_\_\_\_\_ I am signing on behalf of (i) a bank as defined in Section 3(a)(2) of the Securities Act of 1933, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act of 1933 whether acting in its individual or fiduciary capacity, (ii) a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, (iii) an insurance company as defined in Section 2(13) of the Securities Act of 1933, (iv) an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of such Act, (v) a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, (vi) a plan established or maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000, or (vii) an employee benefit plan within the meaning the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which plan fiduciary is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or
- \_\_\_\_\_ I am signing on behalf of a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940; or
- \_\_\_\_\_ I am a director, executive officer or general partner of the Company, or a director, executive officer or general partner of a general partner of the Company; or
- \_\_\_\_\_ I am signing as trustee of a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the shares, and I am a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D of the Securities Act of 1933; or

\_\_\_\_\_ I am signing on behalf of an entity in which all of the equity owners are accredited investors and I will provide evidence of the financial status of those equity owners in a form requested by the Company.

In addition, if I am not a citizen and resident of the United States, I acknowledge that I have satisfied myself as to the full observance of the laws of my jurisdiction in connection with any investment in the Company and represent that my investment will not violate applicable securities laws or other laws of my jurisdiction.

\_\_\_\_\_  
(Name of Individual or Entity)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 4**  
**Notice of Election**  
**(See Attached)**

### NOTICE OF ELECTION

(To Be Completed and Executed by Holders of Common Stock)

The undersigned is the holder of Common Stock of Restaurant Technologies, Inc. (the "Company"). As a holder of Common Stock, pursuant to Section 1.07 of that certain Merger Agreement by and between RTI Sub 123, Inc. and the Company (the "Merger Agreement"), the undersigned may elect to receive a portion of Merger Consideration on a share-by-share basis. The undersigned may elect to receive his, her or its aggregate portion of Merger Consideration in any combination of (A) New Common Stock, (B) New Warrants, or (C) cash. The undersigned should fill out the blanks below to indicate his, her or its election. All capitalized terms used in this Notice of Election have the same meaning provided for them in the Merger Agreement.

I, the undersigned, hold \_\_\_\_\_ shares of Common Stock and hereby make the following election(s) with respect to such Common Stock:

- A. \_\_\_\_\_ shares of Common Stock shall be converted into New Common Stock in accordance with Section 1.07 of the Merger Agreement. I understand that the Company will return to me a stock certificate representing the shares of the New Common Stock. I understand that the fair market value of a share of New Common Stock will be determined by the Company's Board of Directors.
- B. \_\_\_\_\_ shares of Common Stock shall be converted into New Warrants in accordance with Section 1.07 of the Merger Agreement. I understand that the Company will return to me a Stock Purchase Warrant and I will be required to execute and return such Stock Purchase Warrant to the Company.
- C. \_\_\_\_\_ shares of Common Stock shall be converted into cash in accordance with Section 1.07 of the Merger Agreement.

**Note: The aggregate of your election must not exceed the total number of shares of Common Stock you hold. Any shares for which an election is not made will be treated as an election for cash.**

IN WITNESS WHEREOF, the undersigned has executed this Notice of Election this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Name of Individual or Entity)

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attachment 5**  
**Signature Page to Fourth Amended**  
**and Restated Stockholders' Agreement**  
(See Attached)

**SIGNATURE PAGE (FOR INDIVIDUALS)**

**RESTAURANT TECHNOLOGIES, INC.**

**FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT**

**STOCKHOLDER(S):**

**Signature:** \_\_\_\_\_

**Joint Signature  
(if joint ownership):** \_\_\_\_\_

**Print Name(s)** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE PAGE (FOR ENTITIES)**

**RESTAURANT TECHNOLOGIES, INC.**

**FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT**

**PURCHASER(S):**

**Name of Entity:** \_\_\_\_\_

**Form and Jurisdiction  
of Organization:** \_\_\_\_\_

**Signature of  
Authorized Officer:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attachment 6**  
**Signature Page to Fourth Amended**  
**and Restated Registration Rights Agreement**  
**(See Attached)**

**SIGNATURE PAGE (FOR INDIVIDUALS)**

**RESTAURANT TECHNOLOGIES, INC.**

**FOURTH AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

STOCKHOLDER(S):

Signature: \_\_\_\_\_

Joint Signature  
(if joint ownership): \_\_\_\_\_

Print Name(s) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE PAGE (FOR ENTITIES)**

**RESTAURANT TECHNOLOGIES, INC.**

**FOURTH AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

**PURCHASER(S):**

**Name of Entity:** \_\_\_\_\_

**Form and Jurisdiction  
of Organization:** \_\_\_\_\_

**Signature of  
Authorized Officer:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT S**  
**Class Z Execution Package**