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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549**

**FORM 10-Q**

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the quarterly period ended September 30, 2014

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**  
For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number 1-5231

**McDONALD'S CORPORATION**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of  
Incorporation or Organization)

**One McDonald's Plaza  
Oak Brook, Illinois**

(Address of Principal Executive Offices)

**36-2361282**

(I.R.S. Employer  
Identification No.)

**60523**

(Zip Code)

**(630) 623-3000**

(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (do not check if a smaller reporting company)

Smaller reporting company ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

**973,203,623**

(Number of shares of common stock  
outstanding as of September 30, 2014)

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McDONALD'S CORPORATION

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# PART I – FINANCIAL INFORMATION

## Item 1. Financial Statements

### CONDENSED CONSOLIDATED BALANCE SHEET

In millions, except per share data	(unaudited) September 30, 2014	December 31, 2013
<b>Assets</b>		
<b>Current assets</b>		
Cash and equivalents	\$ 2,825.8	\$ 2,798.7
Short-term investments	407.5	160.0
Accounts and notes receivable	1,226.7	1,319.8
Inventories, at cost, not in excess of market	105.0	123.7
Prepaid expenses and other current assets	645.4	647.9
<b>Total current assets</b>	<b>5,210.4</b>	<b>5,050.1</b>
<b>Other assets</b>		
Investments in and advances to affiliates	1,106.4	1,209.1
Goodwill	2,811.2	2,872.7
Miscellaneous	1,907.5	1,747.1
<b>Total other assets</b>	<b>5,825.1</b>	<b>5,828.9</b>
<b>Property and equipment</b>		
Property and equipment, at cost	39,804.6	40,355.6
Accumulated depreciation and amortization	(14,819.3)	(14,608.3)
<b>Net property and equipment</b>	<b>24,985.3</b>	<b>25,747.3</b>
<b>Total assets</b>	<b>\$36,020.8</b>	<b>\$36,626.3</b>
<b>Liabilities and shareholders' equity</b>		
<b>Current liabilities</b>		
Accounts payable	\$ 847.3	\$ 1,086.0
Dividends payable	815.5	—
Income taxes	115.3	215.5
Other taxes	379.7	383.1
Accrued interest	195.7	221.6
Accrued payroll and other liabilities	1,212.8	1,263.8
Current maturities of long-term debt	613.3	—
<b>Total current liabilities</b>	<b>4,179.6</b>	<b>3,170.0</b>
<b>Long-term debt</b>	<b>14,516.9</b>	<b>14,129.8</b>
<b>Other long-term liabilities</b>	<b>2,175.2</b>	<b>1,669.1</b>
<b>Deferred income taxes</b>	<b>1,523.2</b>	<b>1,647.7</b>
<b>Shareholders' equity</b>		
Preferred stock, no par value; authorized – 165.0 million shares; issued – none	—	—
Common stock, \$.01 par value; authorized – 3.5 billion shares; issued – 1,660.6 million shares	16.6	16.6
Additional paid-in capital	6,187.7	5,994.1
Retained earnings	42,201.8	41,751.2
Accumulated other comprehensive income	(596.3)	427.6
Common stock in treasury, at cost: 687.4 and 670.2 million shares	(34,183.9)	(32,179.8)
<b>Total shareholders' equity</b>	<b>13,625.9</b>	<b>16,009.7</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$36,020.8</b>	<b>\$36,626.3</b>

See Notes to condensed consolidated financial statements.

**CONDENSED CONSOLIDATED STATEMENT OF NET INCOME (UNAUDITED)**

<b>In millions, except per share data</b>	<b>Quarters Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
<b>Revenues</b>				
Sales by Company-operated restaurants	\$4,596.2	\$4,923.1	\$13,872.6	\$14,129.9
Revenues from franchised restaurants	2,390.9	2,400.3	6,996.5	6,882.6
<b>Total revenues</b>	<b>6,987.1</b>	<b>7,323.4</b>	<b>20,869.1</b>	<b>21,012.5</b>
<b>Operating costs and expenses</b>				
Company-operated restaurant expenses	3,874.7	4,004.4	11,611.6	11,649.9
Franchised restaurants—occupancy expenses	431.2	408.4	1,275.9	1,202.7
Selling, general & administrative expenses	575.8	554.3	1,825.4	1,757.8
Other operating (income) expense, net	32.9	(60.4)	(41.3)	(161.8)
<b>Total operating costs and expenses</b>	<b>4,914.6</b>	<b>4,906.7</b>	<b>14,671.6</b>	<b>14,448.6</b>
<b>Operating income</b>	<b>2,072.5</b>	<b>2,416.7</b>	<b>6,197.5</b>	<b>6,563.9</b>
Interest expense	149.3	130.5	422.7	388.4
Nonoperating (income) expense, net	2.1	13.6	(1.1)	26.2
<b>Income before provision for income taxes</b>	<b>1,921.1</b>	<b>2,272.6</b>	<b>5,775.9</b>	<b>6,149.3</b>
Provision for income taxes	852.7	750.4	2,115.6	1,960.4
<b>Net income</b>	<b>\$1,068.4</b>	<b>\$1,522.2</b>	<b>\$3,660.3</b>	<b>\$4,188.9</b>
<b>Earnings per common share-basic</b>	<b>\$1.09</b>	<b>\$1.53</b>	<b>\$3.72</b>	<b>\$4.19</b>
<b>Earnings per common share-diluted</b>	<b>\$1.09</b>	<b>\$1.52</b>	<b>\$3.69</b>	<b>\$4.16</b>
<b>Dividends declared per common share</b>	<b>\$1.66</b>	<b>\$1.58</b>	<b>\$3.28</b>	<b>\$3.12</b>
<b>Weighted average shares outstanding-basic</b>	<b>978.7</b>	<b>997.3</b>	<b>985.2</b>	<b>1,000.5</b>
<b>Weighted average shares outstanding-diluted</b>	<b>983.8</b>	<b>1,004.2</b>	<b>991.1</b>	<b>1,008.2</b>

See Notes to condensed consolidated financial statements.

**CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME (UNAUDITED)**

<b>In millions</b>	<b>Quarters Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Net income	\$1,068.4	\$1,522.2	\$3,660.3	\$4,188.9
Other comprehensive income (loss), net of tax				
<b>Foreign currency translation adjustments:</b>				
Gain (loss) recognized in accumulated other comprehensive income (AOCI), including net investment hedges	(1,168.9)	496.4	(1,077.7)	(253.1)
Reclassification of (gain) loss to net income	—	—	15.2	—
<b>Foreign currency translation adjustments-net of tax benefit (expense) of \$(110.4), \$57.6, \$(93.2) and \$5.7</b>	<b>(1,168.9)</b>	<b>496.4</b>	<b>(1,062.5)</b>	<b>(253.1)</b>
<b>Cash flow hedges:</b>				
Gain (loss) recognized in AOCI	19.5	(17.6)	33.0	(47.9)
Reclassification of (gain) loss to net income	(0.1)	8.4	(6.2)	20.7
<b>Cash flow hedges-net of tax benefit (expense) of \$(11.8), \$3.5, \$(14.6) and \$6.3</b>	<b>19.4</b>	<b>(9.2)</b>	<b>26.8</b>	<b>(27.2)</b>
<b>Defined benefit pension plans:</b>				
Gain (loss) recognized in AOCI	—	0.0	6.5	0.1
Reclassification of (gain) loss to net income	1.3	0.2	5.3	0.4
<b>Defined benefit pension plans-net of tax benefit (expense) of \$0.0, \$0.0, \$(4.4) and \$0.0</b>	<b>1.3</b>	<b>0.2</b>	<b>11.8</b>	<b>0.5</b>
Total other comprehensive income (loss), net of tax	(1,148.2)	487.4	(1,023.9)	(279.8)
<b>Comprehensive income (loss)</b>	<b>\$ (79.8)</b>	<b>\$2,009.6</b>	<b>\$2,636.4</b>	<b>\$3,909.1</b>

See Notes to condensed consolidated financial statements.

# CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS (UNAUDITED)

In millions	Quarters Ended		Nine Months Ended	
	September 30, 2014	2013	September 30, 2014	2013
<b>Operating activities</b>				
Net income	\$1,068.4	\$1,522.2	\$3,660.3	\$4,188.9
Adjustments to reconcile to cash provided by operations				
Charges and credits:				
Depreciation and amortization	413.4	394.5	1,237.0	1,176.5
Deferred income taxes	(104.0)	18.7	(142.8)	13.4
Share-based compensation	23.3	22.7	75.1	68.9
Other	290.0	(8.0)	353.7	78.5
Changes in working capital items	141.8	100.4	43.9	(279.0)
<b>Cash provided by operations</b>	<b>1,832.9</b>	<b>2,050.5</b>	<b>5,227.2</b>	<b>5,247.2</b>
<b>Investing activities</b>				
Capital expenditures	(658.9)	(687.1)	(1,817.3)	(1,920.7)
Sales and purchases of restaurant businesses and property sales	71.9	77.1	229.8	126.7
Other	(195.6)	24.4	(418.4)	127.8
<b>Cash used for investing activities</b>	<b>(782.6)</b>	<b>(585.6)</b>	<b>(2,005.9)</b>	<b>(1,666.2)</b>
<b>Financing activities</b>				
Short-term borrowings and long-term financing issuances and repayments	147.6	(67.8)	1,379.3	(91.1)
Treasury stock purchases	(944.4)	(501.1)	(2,087.4)	(1,273.1)
Common stock dividends	(793.0)	(767.5)	(2,395.3)	(2,310.8)
Proceeds from stock option exercises	39.6	25.2	201.3	203.6
Excess tax benefit on share-based compensation	11.0	8.9	67.5	82.1
Other	(3.2)	0.7	(11.9)	(6.2)
<b>Cash used for financing activities</b>	<b>(1,542.4)</b>	<b>(1,301.6)</b>	<b>(2,846.5)</b>	<b>(3,395.5)</b>
<b>Effect of exchange rates on cash and cash equivalents</b>	<b>(352.7)</b>	<b>102.6</b>	<b>(347.7)</b>	<b>22.7</b>
Cash and equivalents increase (decrease)	(844.8)	265.9	27.1	208.2
Cash and equivalents at beginning of period	3,670.6	2,278.4	2,798.7	2,336.1
<b>Cash and equivalents at end of period</b>	<b>\$2,825.8</b>	<b>\$2,544.3</b>	<b>\$2,825.8</b>	<b>\$2,544.3</b>

See Notes to condensed consolidated financial statements.

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**NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)**

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**Basis of Presentation**

The accompanying condensed consolidated financial statements should be read in conjunction with the consolidated financial statements contained in the Company's December 31, 2013 Annual Report on Form 10-K. In the opinion of management, all adjustments (consisting of normal recurring accruals) necessary for a fair presentation have been included. The results for the quarter and nine months ended September 30, 2014 do not necessarily indicate the results that may be expected for the full year.

**Restaurant Information**

The following table presents restaurant information by ownership type:

<b>Restaurants at September 30,</b>	<b>2014</b>	<b>2013</b>
Conventional franchised	<b>20,573</b>	20,117
Developmental licensed	<b>5,059</b>	4,566
Foreign affiliated	<b>3,540</b>	3,598
Total Franchised	<b>29,172</b>	28,281
Company-operated	<b>6,692</b>	6,642
Systemwide restaurants	<b>35,864</b>	34,923

The results of operations of restaurant businesses purchased and sold in transactions with franchisees were not material either individually or in the aggregate to the condensed consolidated financial statements for the periods prior to purchase and sale.

**Per Common Share Information**

Diluted earnings per common share is calculated using net income divided by diluted weighted-average shares. Diluted weighted-average shares include weighted-average shares outstanding plus the dilutive effect of share-based compensation, calculated using the treasury stock method, of 5.1 million shares and 6.9 million shares for the quarters 2014 and 2013, respectively, and 5.9 million shares and 7.7 million shares for the nine months 2014 and 2013, respectively. Stock options that would have been antidilutive and therefore were not included in the calculation of diluted weighted-average shares totaled 9.2 million shares and 7.7 million shares for the quarters 2014 and 2013, respectively, and 5.3 million shares and 4.7 million shares for the nine months 2014 and 2013, respectively.

In September 2014, McDonald's Board of Directors declared a fourth quarter dividend of \$0.85 per share of common stock, resulting in \$815.5 million of dividends payable in December 2014.

**Fair Value Measurements**

The Company measures certain financial assets and liabilities at fair value. Fair value disclosures are reflected in a three-level hierarchy, maximizing the use of observable inputs and minimizing the use of unobservable inputs. The Company did not have any significant changes to the valuation techniques used to measure fair value as described in the Company's December 31, 2013 Annual Report on Form 10-K.

- Certain Financial Assets and Liabilities Measured at Fair Value***

The following table presents financial assets and liabilities measured at fair value on a recurring basis:

<b>In millions</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Carrying Value</b>
<i>September 30, 2014</i>			
Derivative assets	\$ 127.8	\$ 93.3	\$ 221.1
Derivative liabilities		\$ (54.2)	\$ (54.2)

- Certain Financial Assets and Liabilities not Measured at Fair Value***

At September 30, 2014, the fair value of the Company's debt obligations was estimated at \$16.5 billion, compared to a carrying amount of \$15.1 billion. The fair value was based upon quoted market prices, Level 2 within the valuation hierarchy. The carrying amounts of cash and equivalents, short-term investments and notes receivable approximate fair value.

## Financial Instruments and Hedging Activities

The Company is exposed to global market risks, including the effect of changes in interest rates and foreign currency fluctuations. The Company uses foreign currency denominated debt and derivative instruments to mitigate the impact of these changes. The Company does not hold or issue derivatives for trading purposes.

The following table presents the fair values of derivative instruments included on the Consolidated balance sheet:

In millions	Derivative Assets		Derivative Liabilities	
	September 30, 2014	December 31, 2013	September 30, 2014	December 31, 2013
Total derivatives designated as hedging instruments	\$ 83.1	\$ 55.6	\$ (48.2)	\$ (155.5)
Total derivatives not designated as hedging instruments	138.0	144.2	(6.0)	(23.8)
Total derivatives	\$ 221.1	\$ 199.8	\$ (54.2)	\$ (179.3)

The following table presents the pretax amounts affecting income and other comprehensive income ("OCI") for the nine months ended September 30, 2014 and 2013, respectively:

In millions	Gain (Loss) Recognized in Accumulated OCI		Gain (Loss) Reclassified into Income from Accumulated OCI		Gain (Loss) Recognized in Income on Derivative <sup>(1)</sup>	
	2014	2013	2014	2013	2014	2013
Cash Flow Hedges	\$ 50.4	\$ (62.3)	\$ 9.0	\$ (28.8)	\$ 0.7	\$ (7.7)
Net Investment Hedges	\$ 698.4	\$ (229.8)	\$ (15.2)	\$ —		
Undesignated derivatives					\$ 14.8	\$ (31.7)

(1) Includes amounts excluded from effectiveness testing, ineffectiveness, and undesignated gains (losses).

### • Fair Value Hedges

The Company enters into fair value hedges which convert a portion of its fixed-rate debt into floating-rate debt by use of interest rate swaps. At September 30, 2014, \$2.6 billion of the Company's outstanding fixed-rate debt was effectively converted. For the nine months ended September 30, 2014, the Company recognized a \$11.8 million loss on fair value interest rate swaps, which was exactly offset by a corresponding gain in the fair value of the hedged debt instruments.

### • Cash Flow Hedges

The Company enters into cash flow hedges to reduce the exposure to variability in certain expected future cash flows.

To protect against the reduction in value of forecasted foreign currency cash flows (such as royalties denominated in foreign currencies), the Company uses foreign currency forwards and foreign currency options to hedge a portion of anticipated exposures. The hedges cover the next 19 months for certain exposures and are denominated in various currencies. As of September 30, 2014, the Company had derivatives outstanding with an equivalent notional amount of \$525.8 million that hedged a portion of forecasted foreign currency denominated royalties.

The Company uses cross-currency swaps to hedge the risk of cash flows associated with certain foreign currency denominated debt, including forecasted interest payments, and has elected cash flow hedge accounting. The hedges cover periods up to 30 months and have an equivalent notional amount of \$150.0 million.

Based on market conditions at September 30, 2014, the \$24.5 million in cumulative cash flow hedging gains, after tax, is not expected to have a significant effect on earnings over the next 12 months.

### • Net Investment Hedges

The Company primarily uses foreign currency denominated debt (third party and intercompany) to hedge its investments in certain foreign subsidiaries and affiliates. Realized and unrealized translation adjustments from these hedges are included in shareholders' equity in the foreign currency translation component of OCI and offset translation adjustments on the underlying net assets of foreign subsidiaries and affiliates, which also are recorded in OCI. As of September 30, 2014, \$4.8 billion of the Company's third party foreign currency denominated debt, \$4.0 billion of intercompany foreign currency denominated debt and \$0.9 billion of derivatives were designated to hedge investments in certain foreign subsidiaries and affiliates.



- **Credit Risk**

The Company is exposed to credit-related losses in the event of non-performance by its derivative counterparties. The Company did not have significant exposure to any individual counterparty at September 30, 2014 and has master agreements that contain netting arrangements. For financial reporting purposes, the Company presents gross derivative balances in the financial statements and supplementary data, including for counterparties subject to netting arrangements.

### Segment Information

The Company franchises and operates McDonald's restaurants in the global restaurant industry. The following table presents the Company's revenues and operating income by geographic segment. The APMEA segment represents operations in Asia/Pacific, Middle East and Africa. Other Countries & Corporate represents operations in Canada and Latin America, as well as Corporate activities.

In millions	Quarters Ended		Nine Months Ended	
	September 30,		September 30,	
	2014	2013	2014	2013
<b>Revenues</b>				
U.S.	\$2,202.1	\$2,289.0	\$ 6,505.2	\$ 6,659.9
Europe	2,884.1	2,955.3	8,509.6	8,378.8
APMEA	1,530.5	1,683.1	4,813.6	4,866.3
Other Countries & Corporate	370.4	396.0	1,040.7	1,107.5
<b>Total revenues</b>	<b>\$6,987.1</b>	<b>\$7,323.4</b>	<b>\$20,869.1</b>	<b>\$21,012.5</b>
<b>Operating Income</b>				
U.S.	\$ 914.4	\$1,021.7	\$ 2,715.7	\$ 2,834.3
Europe	926.2	944.4	2,532.3	2,503.3
APMEA	177.9	391.8	871.3	1,128.4
Other Countries & Corporate	54.0	58.8	78.2	97.9
<b>Total operating income</b>	<b>\$2,072.5</b>	<b>\$2,416.7</b>	<b>\$ 6,197.5</b>	<b>\$ 6,563.9</b>

### Income Taxes

The effective income tax rate for the quarter and nine months ended September 30, 2014 was 44.4% and 36.6%, respectively. These effective income tax rates reflected an increase in tax reserves for 2003-2008 and the associated interest expense resulting from an unfavorable lower tax court ruling in a foreign tax jurisdiction, as well as the impact of changes in tax reserves and the associated interest expense related to audit progression in other foreign tax jurisdictions. In reconciling the effective income tax rate to the statutory US federal income tax rate for the nine months ended September 30, 2014, the net tax cost associated with these adjustments impacted the effective income tax rate by 4.5%.

As a result of these adjustments, the December 31, 2013 balance of unrecognized tax benefits has increased by \$450 million for tax positions taken in prior years. After considering the deferred tax accounting impact, approximately \$170 million of this increase would favorably affect the effective tax rate if resolved in the Company's favor.

It is reasonably possible that the total amount of the unrecognized tax benefits could decrease within the next 12 months by \$640 million due to the possible completion of the 2009 and 2010 IRS audit, various foreign and US state tax audits and the expiration of the statute of limitations in multiple tax jurisdictions. Additionally, it is reasonably possible that, as a result of audit progression within the next 12 months, there may be new information that causes the Company to reassess the total amount of unrecognized tax benefits recorded. While the Company cannot estimate the impact that new information may have on our unrecognized tax benefit balance, we believe that the liabilities recorded are appropriate and adequate as determined under Accounting Standards Codification (ASC) 740, "Income Taxes."

### Recently Issued Accounting Standard

In May 2014, the Financial Accounting Standards Board issued guidance codified in ASC 606, "Revenue Recognition - Revenue from Contracts with Customers," which amends the guidance in former ASC 605, "Revenue Recognition," and becomes effective beginning January 1, 2017. The Company is currently evaluating the impact of the provisions of ASC 606.

### Subsequent Events

The Company evaluated subsequent events through the date the financial statements were issued and filed with the Securities and Exchange Commission. There were no subsequent events that required recognition or disclosure.

## Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### Overview

The Company franchises and operates McDonald's restaurants. Of the 35,864 restaurants in 119 countries at September 30, 2014, 29,172 were licensed to franchisees (including 20,573 franchised to conventional franchisees, 5,059 licensed to developmental licensees and 3,540 licensed to foreign affiliates ("affiliates")) – primarily Japan) and 6,692 were operated by the Company. Under our conventional franchise arrangement, franchisees provide a portion of the capital required by initially investing in the equipment, signs, seating and décor of their restaurant business, and by reinvesting in the business over time. The Company owns the land and building or secures long-term leases for both Company-operated and conventional franchised restaurant sites. This maintains long-term occupancy rights, helps control related costs and assists in alignment with franchisees. In certain circumstances, the Company participates in reinvestment for conventional franchised restaurants. Under our developmental license arrangement, licensees provide capital for the entire business, including the real estate interest, and the Company has no capital invested. In addition, the Company has an equity investment in a limited number of affiliates that invest in real estate and operate or franchise restaurants within a market.

We view ourselves primarily as a franchisor and believe franchising is important to both delivering great, locally-relevant customer experiences and driving profitability. However, directly operating restaurants is paramount to being a credible franchisor and is essential to providing Company personnel with restaurant operations experience. In our Company-operated restaurants, and in collaboration with franchisees, we further develop and refine operating standards, marketing concepts and product and pricing strategies, so that only those that we believe are most beneficial are introduced in the restaurants. We continually review, and as appropriate adjust, our mix of Company-operated and franchised (conventional franchised, developmental licensed and foreign affiliated) restaurants to help optimize overall performance. The Company expects to rebrand at least 1,500 restaurants by the end of 2016, primarily in Asia/Pacific, Middle East and Africa ("APMEA") and Europe.

The Company's revenues consist of sales by Company-operated restaurants and fees from restaurants operated by franchisees. Revenues from conventional franchised restaurants include rent and royalties based on a percent of sales along with minimum rent payments, and initial fees. Revenues from restaurants licensed to affiliates and developmental licensees include a royalty based on a percent of sales, and generally include initial fees. Fees vary by type of site, amount of Company investment, if any, and local business conditions. These fees, along with occupancy and operating rights, are stipulated in franchise/license agreements that generally have 20-year terms.

The business is managed as distinct geographic segments. Significant reportable segments include the United States ("U.S."), Europe, and APMEA. In addition, throughout this report we present "Other Countries & Corporate" that includes operations in Canada and Latin America, as well as Corporate activities. For the nine months ended September 30, 2014, the U.S., Europe and APMEA segments accounted for 31%, 41% and 23% of total revenues, respectively.

### Strategic Direction and Financial Performance

The strength of the alignment among the Company, its franchisees and suppliers (collectively referred to as the "System") has been key to McDonald's success. By leveraging our System, we are able to identify, implement and scale ideas that meet customers' changing needs and preferences. In addition, our business model enables McDonald's to consistently deliver locally-relevant restaurant experiences to customers and be an integral part of the communities we serve.

McDonald's customer-focused Plan to Win ("Plan") provides a common framework that aligns our global business and allows for local adaptation through an emphasis on the Plan's five pillars - People, Products, Place, Price and Promotion. In 2014, we evolved our Plan framework, refocusing our planning and actions on what matters most to our customers. The following four strategic global growth priorities support our Plan: serving our customers' favorite food and drinks; offering a memorable customer experience; providing unparalleled convenience; and becoming an even more trusted brand. We believe that our strategic growth priorities align with our customers' evolving needs, and - combined with our competitive advantages of convenience, menu variety, geographic diversification and System alignment - will drive long-term sustainable growth and shareholder value.

We began 2014 mindful of the challenges we faced in driving sales and profitability. Internal factors and external headwinds - namely the impact of the previously-disclosed supplier issue in certain markets in APMEA, sustained competitive activity and rising costs in the U.S., and ongoing consumer-confidence issues and instability in Europe - have proven more formidable than expected and will continue into the fourth quarter. Within our evolved Plan to Win framework, the Company is focused on the following three specific areas designed to increase its relevance with customers and drive guest traffic:

- McDonald's Experience of the Future - a comprehensive restaurant experience that enhances the menu and customer engagement elements that are hallmarks of the McDonald's brand, and leverages our investments in reimagining, service and technology to improve the look, feel and convenience of the McDonald's experience in ways that are in-tune with today's consumer,

- Digital Strategy - a global strategy supporting the McDonald's Experience of the Future designed to simplify the customer journey across ordering, payment and mobile offers, beginning with the implementation of exciting and relevant new options, such as Apple Pay in the U.S., and
- Resourcing for Growth - a diligent review of the organization's structure and use of resources in order to redirect G&A spending toward those initiatives, such as the McDonald's Experience of the Future and the Digital Strategy, that will support the Company's long-term growth.

We will continue to prioritize our near-term efforts on improving performance in key opportunity markets that are significant contributors to consolidated results, including the U.S., Germany, Australia and Japan. At the same time, we are continuing to optimize our capital and restaurant ownership structures, while maintaining our existing long-term financial strength and philosophy.

Global comparable sales decreased 3.3% for the quarter and decreased 1.0% for the nine months, reflecting negative guest traffic in all major segments and the impact of the supplier issue. On a consolidated basis, comparable guest counts decreased 3.7% for the nine months. Comparable sales are driven by changes in guest counts and average check, which is affected by changes in pricing and product mix. Typically, pricing has a greater impact on average check than product mix. The goal is to achieve a balanced contribution from both guest counts and average check.

U.S. comparable sales decreased 3.3% for the quarter and decreased 2.2% for the nine months, reflecting negative comparable guest counts amid ongoing broad-based challenges, including sustained competitive activity. Looking ahead, the U.S. is moving quickly to implement new initiatives designed to deliver:

- A flatter, more nimble organization that ensures key business decisions are made closer to the customer, by people with local market expertise,
- A revamped marketing approach that links national messaging around our food quality, brand transparency and people initiatives - complemented by local ad campaigns that are responsive to individual market preferences, and
- A simplified menu that showcases the Company's core products and features locally-relevant menu options - available in new, customizable ways.

In addition, the U.S. has continued to invest in new and existing restaurants, although the pace of our reimagining program has been slower compared to last year.

In Europe, comparable sales decreased 1.4% for the quarter and decreased 0.4% for the nine months, reflecting positive performance in the U.K. offset by ongoing weakness in Germany. In addition, sales performance for the quarter was negatively impacted by consumer confidence and other issues, such as temporary restaurant closures, related to the operating environment in Russia and Ukraine. Looking ahead, McDonald's Europe will work to build guest traffic by pursuing targeted opportunities that leverage everyday value, classic core favorites, blended-ice beverages and key daypart initiatives. In addition, we remain committed to our ongoing restaurant reimagining, technology initiatives, and targeted new restaurant openings.

In APMEA, comparable sales decreased 9.9% for the quarter and decreased 2.7% for the nine months, due primarily to the impact of the supplier issue in China, Japan and certain other markets, which collectively represent about 10% of global systemwide sales. APMEA is diligently working to restore consumer trust and confidence in McDonald's brand and strengthen its financial results to continue driving the long-term potential of this segment. With sales trends showing signs of improvement, we expect that it will take at least 6-9 more months for our business to return to a normalized level. We will continue to pursue customer-focused initiatives to deliver menu variety, increased convenience and branded affordability. In addition, we remain committed to ongoing restaurant reimagining and restaurant expansion, although the pace of new openings has slowed in China in response to local market dynamics.

### **Third Quarter and Nine Months 2014 Operating Results Included:**

- Global comparable sales decreased 3.3% for the quarter and decreased 1.0% for the nine months, reflecting negative guest traffic in all major segments and the impact of the supplier issue
- Consolidated revenues decreased 5% (4% in constant currencies) for the quarter and decreased 1% (0% in constant currencies) for the nine months, reflecting negative comparable sales, partly due to the impact of the supplier issue
- Consolidated operating income decreased 14% (14% in constant currencies) for the quarter and decreased 6% (5% in constant currencies) for the nine months, approximately half due to the impact of the supplier issue, and the remainder largely due to soft operating performance in the U.S. and certain markets in Europe
- Effective tax rate of 44.4% for the quarter and 36.6% for the nine months, reflecting an increase in tax reserves related to certain foreign tax matters
- Diluted earnings per share was \$1.09 for the quarter and \$3.69 for the nine months, down 28% (28% in constant currencies) and 11% (10% in constant currencies), respectively. Foreign currency translation had a negative impact of \$0.01 and \$0.04 on

diluted earnings per share for the quarter and nine months, respectively. The following items, which total \$0.42 per share, negatively impacted diluted earnings per share by 28% (28% in constant currencies) for the quarter and 10% (10% in constant currencies) for the nine months:

- \$0.26 per share due to an increase in tax reserves related to certain foreign tax matters
  - \$0.15 per share due to the estimated impact of the supplier issue resulting from lost sales and profitability
  - \$0.01 per share due to the estimated impact of temporary store closures in Russia and Ukraine
  - Excluding the impact of these items, earnings per share for the quarter would have been relatively flat compared to last year. This supplemental information is provided to help investors understand the impact of recent events on the Company's results.
- Returned \$4.6 billion year-to-date September to shareholders through dividends and share repurchases, in connection with our \$18-\$20 billion, 3-year cash return target
  - The quarterly cash dividend increased 5% to \$0.85 per share - the equivalent of \$3.40 per share annually - effective for the fourth quarter 2014

## Outlook

The Company currently expects pressures on operating performance to persist given difficulty predicting the pace of recovery from the supplier issue, sustained competitive activity and rising costs in the U.S., and ongoing consumer-confidence issues and instability in Europe. For the fourth quarter, we estimate the impact from the supplier issue on diluted earnings per share to be between \$0.07-\$0.10 per share.

While the Company does not provide specific guidance on earnings per share, the following information is provided to assist in forecasting the Company's future results.

- Changes in Systemwide sales are driven by comparable sales and net restaurant unit expansion. The Company expects net restaurant additions to add approximately 2.5 percentage points to 2014 Systemwide sales growth (in constant currencies), most of which will be due to the 949 net restaurants (1,098 net traditional openings less 149 net satellite closings) added in 2013.
- The Company does not generally provide specific guidance on changes in comparable sales. However, as a perspective, assuming no change in cost structure, a 1 percentage point change in comparable sales for either the U.S. or Europe would change annual diluted earnings per share by about 4 cents.
- With about 75% of McDonald's grocery bill comprised of 10 different commodities, a basket of goods approach is the most comprehensive way to look at the Company's commodity costs. For the full year 2014, the total basket of goods cost is expected to increase 2.5%-3.0% in the U.S. and 0.0%-1.0% in Europe.
- The Company expects full-year 2014 selling, general and administrative expenses to increase approximately 4%-5% in constant currencies. The increase is primarily due to expenses associated with our 2014 Worldwide Owner/Operator Convention and sponsorship of the Winter Olympics, and costs related to long-term growth initiatives.
- Based on current interest and foreign currency exchange rates, the Company expects interest expense for the full-year 2014 to increase approximately 9-10% compared with 2013.
- A significant part of the Company's operating income is generated outside the U.S., and about 40% of its total debt is denominated in foreign currencies. Accordingly, earnings are affected by changes in foreign currency exchange rates, particularly the Euro, British Pound, Australian Dollar and Canadian Dollar. Collectively, these currencies represent approximately 65% of the Company's operating income outside the U.S. If all four of these currencies moved by 10% in the same direction, the Company's annual diluted earnings per share would change by about 25 cents.
- The Company expects the effective income tax rate for the full-year 2014 to be 35% to 37%.
- The Company expects capital expenditures for 2014 to be approximately \$2.7 billion. Over half of this amount will be used to open new restaurants. The Company expects to open approximately 1,400 restaurants including about 500 restaurants in affiliated and developmental licensee markets, such as Japan and Latin America, where the Company does not fund any capital expenditures. The Company expects net additions of between 900-1,000 restaurants. The remaining capital will be used to reinvest in existing locations, in part through reimaging. About 1,000 restaurants worldwide are expected to be reimaged, including locations in affiliated and developmental licensee markets that require no capital investment from the Company.
- The Company has returned \$4.6 billion year-to-date September to shareholders through dividends and share repurchases, in connection with our 3-year cash return target of \$18-\$20 billion for 2014 to 2016. This target is based on several ongoing factors, including the significant free cash flow generated from our operations, as well as the use of cash proceeds from debt additions and refranchising of at least 1,500 restaurants.

**The Following Definitions Apply to these Terms as Used Throughout this Form 10-Q:**

- Information in constant currency is calculated by translating current year results at prior year average exchange rates. Management reviews and analyzes business results excluding the effect of foreign currency translation and bases incentive compensation plans on these results because they believe this better represents the Company's underlying business trends.
- Systemwide sales include sales at all restaurants, whether operated by the Company or by franchisees. While franchised sales are not recorded as revenues by the Company, management believes the information is important in understanding the Company's financial performance because these sales are the basis on which the Company calculates and records franchised revenues and are indicative of the financial health of the franchisee base.
- Comparable sales represent sales at all restaurants and comparable guest counts represent the number of transactions at all restaurants, whether operated by the Company or by franchisees, in operation at least thirteen months including those temporarily closed. Some of the reasons restaurants may be temporarily closed include reimaging or remodeling, rebuilding, road construction and natural disasters. Comparable sales exclude the impact of currency translation. Comparable sales are driven by changes in guest counts and average check, which is affected by changes in pricing and product mix. Typically, pricing has a greater impact on average check than product mix. Management reviews the increase or decrease in comparable sales and comparable guest counts compared with the same period in the prior year to assess business trends. The number of weekdays and weekend days, referred to as the calendar shift/trading day adjustment, can impact comparable sales and guest counts. In addition, the timing of holidays can also impact comparable sales and guest counts.

## CONSOLIDATED OPERATING RESULTS

Dollars in millions, except per share data	Quarter Ended September 30, 2014		Nine Months Ended September 30, 2014	
	Amount	Increase/ (Decrease)	Amount	Increase/ (Decrease)
<b>Revenues</b>				
Sales by Company-operated restaurants	\$ 4,596.2	(7)%	\$ 13,872.6	(2)%
Revenues from franchised restaurants	2,390.9	0	6,996.5	2
<b>Total revenues</b>	6,987.1	(5)	20,869.1	(1)
<b>Operating costs and expenses</b>				
Company-operated restaurant expenses	3,874.7	(3)	11,611.6	0
Franchised restaurants—occupancy expenses	431.2	6	1,275.9	6
Selling, general & administrative expenses	575.8	4	1,825.4	4
Other operating (income) expense, net	32.9	n/m	(41.3)	75
<b>Total operating costs and expenses</b>	4,914.6	0	14,671.6	2
<b>Operating income</b>	2,072.5	(14)	6,197.5	(6)
Interest expense	149.3	14	422.7	9
Nonoperating (income) expense, net	2.1	(84)	(1.1)	n/m
<b>Income before provision for income taxes</b>	1,921.1	(15)	5,775.9	(6)
Provision for income taxes	852.7	14	2,115.6	8
<b>Net income</b>	\$ 1,068.4	(30)%	\$ 3,660.3	(13)%
<b>Earnings per common share-basic</b>	\$ 1.09	(29)%	\$ 3.72	(11)%
<b>Earnings per common share-diluted</b>	\$ 1.09	(28)%	\$ 3.69	(11)%

n/m Not meaningful

## Impact of Foreign Currency Translation

While changes in foreign currency exchange rates affect reported results, McDonald's mitigates exposures, where practical, by purchasing goods and services in local currencies, financing in local currencies and hedging certain foreign-denominated cash flows. Management reviews and analyzes business results excluding the effect of foreign currency translation and bases incentive compensation plans on these results, because they believe this better represents the Company's underlying business trends. Results excluding the effect of foreign currency translation (also referred to as constant currency) are calculated by translating current year results at prior year average exchange rates.

### IMPACT OF FOREIGN CURRENCY TRANSLATION

*Dollars in millions, except per share data*

			Currency Translation (Cost)
<b>Quarters Ended September 30,</b>	<b>2014</b>	<b>2013</b>	<b>2014</b>
Revenues	\$ 6,987.1	\$ 7,323.4	\$ (49.8)
Company-operated margins	721.5	918.7	(2.5)
Franchised margins	1,959.7	1,991.9	(12.5)
Selling, general & administrative expenses	575.8	554.3	0.0
Operating income	2,072.5	2,416.7	(12.3)
Net income	1,068.4	1,522.2	(10.1)
Earnings per share-diluted	\$ 1.09	\$ 1.52	\$ (0.01)

			Currency Translation (Cost)
<b>Nine Months Ended September 30,</b>	<b>2014</b>	<b>2013</b>	<b>2014</b>
Revenues	\$20,869.1	\$21,012.5	\$(125.4)
Company-operated margins	2,261.0	2,480.0	(11.3)
Franchised margins	5,720.6	5,679.9	(26.5)
Selling, general & administrative expenses	1,825.4	1,757.8	(2.0)
Operating income	6,197.5	6,563.9	(38.8)
Net income	3,660.3	4,188.9	(35.9)
Earnings per share-diluted	\$ 3.69	\$ 4.16	\$ (0.04)

The impact of foreign currency translation on consolidated operating results for the nine months reflected the weaker Australian Dollar and Russian Ruble, and the stronger Euro and British Pound.

### Net Income and Diluted Earnings per Common Share

For the quarter, net income decreased 30% (29% in constant currencies) to \$1,068.4 million, and diluted earnings per share decreased 28% (28% in constant currencies) to \$1.09. Foreign currency translation had a negative impact of \$0.01 on diluted earnings per share.

For the nine months, net income decreased 13% (12% in constant currencies) to \$3,660.3 million, and diluted earnings per share decreased 11% (10% in constant currencies) to \$3.69. Foreign currency translation had a negative impact of \$0.04 on diluted earnings per share.

The following items, which total \$0.42 per share, negatively impacted diluted earnings per share by 28% (28% in constant currencies) for the quarter and 10% (10% in constant currencies) for the nine months:

- \$0.26 per share due to an increase in tax reserves for 2003-2008 resulting from an unfavorable lower tax court ruling in a foreign tax jurisdiction, as well as an increase in tax reserves related to audit progression in other foreign tax jurisdictions.
- \$0.15 per share due to the estimated impact of the previously-disclosed supplier issue in China. In mid-July, food quality issues were discovered at a supplier to McDonald's and other food companies in China. As a consequence, results in China, Japan and certain other markets were negatively impacted due to lost sales and profitability, including expenses associated with our recovery efforts.
- \$0.01 per share due to the estimated impact of temporary store closures in Russia and Ukraine.

- Excluding the impact of these items, earnings per share for the quarter would have been relatively flat compared to last year. This supplemental information is provided to help investors understand the impact of recent events on the Company's results.

During the quarter, the Company paid a quarterly dividend of \$0.81 per share or \$793.0 million, bringing the total dividends paid for the nine months to \$2.4 billion. In addition, the Company repurchased 9.6 million shares of its stock for \$918.7 million, bringing total purchases for the nine months to 22.2 million shares or \$2.2 billion.

## Revenues

Revenues consist of sales by Company-operated restaurants and fees from restaurants operated by franchisees. Revenues from conventional franchised restaurants include rent and royalties based on a percent of sales along with minimum rent payments and initial fees. Revenues from franchised restaurants that are licensed to affiliates and developmental licensees include a royalty based on a percent of sales and generally include initial fees.

### REVENUES

*Dollars in millions*

<b>Quarters Ended September 30,</b>	<b>2014</b>	<b>2013</b>	<b>Inc/ (Dec)</b>	<b>Inc/ (Dec) Excluding Currency Translation</b>
<i>Company-operated sales</i>				
U.S.	\$ 1,097.3	\$ 1,161.9	(6)%	(6)%
Europe	2,023.6	2,123.7	(5)	(3)
APMEA	1,278.0	1,420.9	(10)	(11)
Other Countries & Corporate	197.3	216.6	(9)	(5)
Total	\$ 4,596.2	\$ 4,923.1	(7)%	(6)%
<i>Franchised revenues</i>				
U.S.	\$ 1,104.8	\$ 1,127.1	(2)%	(2)%
Europe	860.5	831.6	3	3
APMEA	252.5	262.2	(4)	(4)
Other Countries & Corporate	173.1	179.4	(3)	8
Total	\$ 2,390.9	\$ 2,400.3	0 %	0 %
<i>Total revenues</i>				
U.S.	\$ 2,202.1	\$ 2,289.0	(4)%	(4)%
Europe	2,884.1	2,955.3	(2)	(1)
APMEA	1,530.5	1,683.1	(9)	(10)
Other Countries & Corporate	370.4	396.0	(6)	1
Total	\$ 6,987.1	\$ 7,323.4	(5)%	(4)%



<b>Nine Months Ended September 30,</b>	<b>2014</b>	<b>2013</b>	<b>Inc/ (Dec)</b>	<b>Inc/ (Dec) Excluding Currency Translation</b>
<i>Company-operated sales</i>				
U.S.	\$ 3,271.6	\$ 3,397.6	(4)%	(4)%
Europe	6,023.6	6,044.1	0	0
APMEA	4,022.0	4,086.1	(2)	(1)
Other Countries & Corporate	555.4	602.1	(8)	(2)
Total	\$ 13,872.6	\$ 14,129.9	(2)%	(1)%
<i>Franchised revenues</i>				
U.S.	\$ 3,233.6	\$ 3,262.3	(1)%	(1)%
Europe	2,486.0	2,334.7	6	3
APMEA	791.6	780.2	1	6
Other Countries & Corporate	485.3	505.4	(4)	8
Total	\$ 6,996.5	\$ 6,882.6	2 %	2 %
<i>Total revenues</i>				
U.S.	\$ 6,505.2	\$ 6,659.9	(2)%	(2)%
Europe	8,509.6	8,378.8	2	1
APMEA	4,813.6	4,866.3	(1)	0
Other Countries & Corporate	1,040.7	1,107.5	(6)	3
Total	\$ 20,869.1	\$ 21,012.5	(1)%	0 %

Consolidated revenues decreased 5% (4% in constant currencies) for the quarter and decreased 1% (0% in constant currencies) for the nine months, reflecting negative comparable sales, which had a more significant impact for the quarter.

- In the U.S., revenues decreased for the quarter and nine months due to negative comparable sales, reflecting negative comparable guest counts amid ongoing broad-based challenges, including sustained competitive activity.
- In Europe, the constant currency results for the quarter and nine months reflected a benefit from expansion, primarily in Russia, and positive comparable sales in the U.K. Both periods were impacted by negative comparable sales and refranchising in Germany and negative comparable sales in Russia.
- In APMEA, the constant currency decrease for the quarter and flat results for the nine months were driven by negative comparable sales in China, Japan and certain other markets, largely impacted by the supplier issue. Results for both periods benefited from expansion, partly offset by refranchising in Australia.

The following table presents the percent change in comparable sales for the quarters and nine months ended September 30, 2014 and 2013:

#### COMPARABLE SALES

	Increase/ (Decrease)			
	Quarters Ended		Nine Months	
	September 30, 2014	2013	September 30,* 2014	2013
U.S.	(3.3)%	0.7%	(2.2)%	0.2%
Europe	(1.4)	0.2	(0.4)	(0.3)
APMEA	(9.9)	(1.4)	(2.7)	(1.7)
Other Countries & Corporate	4.3	8.6	5.3	7.0
Total	(3.3)%	0.9%	(1.0)%	0.3%

\* On a consolidated basis, comparable guest counts decreased 3.7% and 1.4% for the nine months 2014 and 2013, respectively.

The following table presents the percent change in Systemwide sales for the quarter and nine months ended September 30, 2014:

## SYSTEMWIDE SALES

	Quarter Ended September 30, 2014		Nine Months Ended September 30, 2014	
	Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation	Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
U.S.	(2)%	(2)%	(1)%	(1)%
Europe	1	1	4	2
APMEA	(7)	(6)	(2)	2
Other Countries & Corporate	(7)	8	(6)	9
Total	(3)%	(1)%	0 %	1 %

Franchised sales are not recorded as revenues by the Company, but are the basis on which the Company calculates and records franchised revenues and are indicative of the health of the franchisee base. The following table presents Franchised sales and the related increases/(decreases):

## FRANCHISED SALES

*Dollars in millions*

Quarters Ended September 30,	2014	2013	Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
U.S.	\$ 7,975.1	\$ 8,129.9	(2)%	(2)%
Europe	4,860.9	4,677.4	4	3
APMEA	3,065.4	3,238.0	(5)	(4)
Other Countries & Corporate	2,024.6	2,183.7	(7)	9
Total*	\$ 17,926.0	\$ 18,229.0	(2)%	0 %

Nine Months Ended September 30,	2014	2013	Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
U.S.	\$ 23,371.5	\$ 23,590.0	(1)%	(1)%
Europe	13,993.1	13,126.8	7	3
APMEA	9,345.5	9,574.6	(2)	3
Other Countries & Corporate	5,866.4	6,253.5	(6)	10
Total*	\$ 52,576.5	\$ 52,544.9	0 %	2 %

\* Sales from developmental licensed restaurants and foreign affiliated markets where the Company earns a royalty based on a percent of sales totaled \$3,492.4 million and \$3,862.8 million for the quarters 2014 and 2013, respectively, and \$10,610.8 million and \$11,235.7 million for the nine months 2014 and 2013, respectively. Results were negatively impacted by the supplier issue and the weaker Yen in Japan, and many weaker currencies in Latin America. The remaining balance of franchised sales is derived from conventional franchised restaurants where the Company earns rent and royalties based primarily on a percent of sales.

## Restaurant Margins

### FRANCHISED AND COMPANY-OPERATED RESTAURANT MARGINS

Dollars in millions

	Percent		Amount		Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
Quarters Ended September 30,	2014	2013	2014	2013		
<i>Franchised</i>						
U.S.	83.4%	84.0%	\$ 921.3	\$ 946.3	(3)%	(3)%
Europe	78.6	79.3	676.6	659.1	3	2
APMEA	84.3	88.1	212.9	230.8	(8)	(8)
Other Countries & Corporate	86.0	86.8	148.9	155.7	(4)	8
Total	82.0%	83.0%	\$1,959.7	\$1,991.9	(2)%	(1)%
<i>Company-operated</i>						
U.S.	16.7%	18.4%	\$ 182.9	\$ 214.3	(15)%	(15)%
Europe	19.5	21.1	394.6	448.4	(12)	(11)
APMEA	8.8	15.3	111.9	217.7	(49)	(50)
Other Countries & Corporate	16.3	17.7	32.1	38.3	(16)	(12)
Total	15.7%	18.7%	\$ 721.5	\$ 918.7	(21)%	(21)%

  

	Percent		Amount		Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
Nine Months Ended September 30,	2014	2013	2014	2013		
<i>Franchised</i>						
U.S.	83.2%	83.7%	\$2,691.8	\$2,730.2	(1)%	(1)%
Europe	77.9	78.4	1,936.0	1,829.4	6	2
APMEA	85.6	87.8	677.6	685.0	(1)	4
Other Countries & Corporate	85.6	86.1	415.2	435.3	(5)	8
Total	81.8%	82.5%	\$5,720.6	\$5,679.9	1 %	1 %
<i>Company-operated</i>						
U.S.	17.5%	18.2%	\$ 570.9	\$ 619.0	(8)%	(8)%
Europe	18.4	19.2	1,108.3	1,159.7	(4)	(5)
APMEA	12.3	14.7	493.1	602.6	(18)	(17)
Other Countries & Corporate	16.0	16.4	88.7	98.7	(10)	(4)
Total	16.3%	17.6%	\$2,261.0	\$2,480.0	(9)%	(8)%

Franchised margin dollars decreased \$32.2 million or 2% (1% in constant currencies) for the quarter and increased \$40.7 million or 1% (1% in constant currencies) for the nine months. These results reflected a benefit from expansion and refranchising, offset by negative comparable sales performance, which had a more significant impact for the quarter.

- In the U.S., the franchised margin percent decreased for the quarter and nine months primarily due to negative comparable sales and higher occupancy costs.
- In Europe, the franchised margin percent decreased for the quarter and nine months primarily due to the impact of refranchising and negative comparable sales in Germany and certain other markets.
- In APMEA, the franchised margin percent decreased for the quarter and nine months primarily due to the negative impact in China and Japan from the supplier issue, and higher occupancy costs. The margin percent decrease also reflected a higher proportion of conventionally-franchised restaurants relative to developmentally-licensed and affiliate restaurants. While this has a dilutive effect on the franchised margin percent, it results in higher franchised margin dollars.

Company-operated margin dollars decreased \$197.2 million or 21% (21% in constant currencies) for the quarter and decreased \$219.0 million or 9% (8% in constant currencies) for the nine months.

- In the U.S., the Company-operated margin percent decreased for the quarter and nine months as the positive impact of a higher average check was more than offset by negative comparable guest counts, higher commodity costs and higher labor.
- In Europe, the Company-operated margin percent decreased for the quarter and nine months, reflecting weaker results in Russia and Ukraine, as a challenging operating environment negatively impacted comparable sales performance and drove higher imported commodity costs due to weaker currencies.
- In APMEA, the Company-operated margin percent for the quarter and nine months decreased primarily due to negative comparable sales in China and certain other markets, largely impacted by the supplier issue.

The following table presents Company-operated restaurant margin components as a percent of sales:

**CONSOLIDATED COMPANY-OPERATED RESTAURANT EXPENSES AND MARGINS AS A PERCENT OF SALES**

	<b>Quarters Ended September 30,</b>		<b>Nine Months September 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Food & paper	<b>33.6%</b>	33.7%	<b>33.6%</b>	33.7%
Payroll & employee benefits	<b>26.3</b>	24.7	<b>26.1</b>	25.6
Occupancy & other operating expenses	<b>24.4</b>	22.9	<b>24.0</b>	23.1
Total expenses	<b>84.3%</b>	81.3%	<b>83.7%</b>	82.4%
Company-operated margins	<b>15.7%</b>	18.7%	<b>16.3%</b>	17.6%

**Selling, General & Administrative Expenses**

Selling, general and administrative expenses increased \$21.5 million or 4% (4% in constant currencies) for the quarter and increased \$67.6 million or 4% (4% in constant currencies) for the nine months primarily due to higher employee and other costs, partly offset by a reduction in incentive-based compensation. The nine months also included costs related to the 2014 Winter Olympics and Worldwide Owner/Operator Convention.

For the nine months, selling, general and administrative expenses as a percent of revenues increased to 8.7% for 2014 compared with 8.4% for 2013, and as a percent of Systemwide sales was 2.7% for 2014 and 2.6% for 2013.

**Other Operating (Income) Expense, Net**

**OTHER OPERATING (INCOME) EXPENSE, NET**

*Dollars in millions*

	<b>Quarters Ended September 30,</b>		<b>Nine Months September 30,</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Gains on sales of restaurant businesses	<b>\$ (26.1)</b>	\$ (45.4)	<b>\$ (77.0)</b>	\$ (129.5)
Equity in earnings of unconsolidated affiliates	<b>25.2</b>	(23.6)	<b>(5.7)</b>	(67.2)
Asset dispositions and other (income) expense, net	<b>33.8</b>	8.6	<b>41.4</b>	34.9
Total	<b>\$ 32.9</b>	\$ (60.4)	<b>\$ (41.3)</b>	\$ (161.8)

Gains on sales of restaurant businesses decreased for the quarter and nine months, primarily in Australia, U.S. and China.

Equity in earnings of unconsolidated affiliates decreased for the quarter and nine months primarily due to weaker operating performance in Japan, largely attributable to the supplier issue.

Asset dispositions and other expense increased for the quarter and nine months, primarily due to charges related to the supplier issue and settlement expenses in the U.S., partly offset by a gain on a property sale in Europe.

## Operating Income

### OPERATING INCOME

Dollars in millions

Quarters Ended September 30,	2014	2013	(Decrease)	Inc/ (Dec) Excluding Currency Translation
U.S.	\$ 914.4	\$ 1,021.7	(10)%	(10)%
Europe	926.2	944.4	(2)	(2)
APMEA	177.9	391.8	(55)	(56)
Other Countries & Corporate	54.0	58.8	(8)	25
Total	\$ 2,072.5	\$ 2,416.7	(14)%	(14)%

Nine Months Ended September 30,	2014	2013	Inc/ (Dec)	Inc/ (Dec) Excluding Currency Translation
U.S.	\$ 2,715.7	\$ 2,834.3	(4)%	(4)%
Europe	2,532.3	2,503.3	1	(1)
APMEA	871.3	1,128.4	(23)	(20)
Other Countries & Corporate	78.2	97.9	(20)	39
Total	\$ 6,197.5	\$ 6,563.9	(6)%	(5)%

Operating income decreased \$344.2 million or 14% (14% in constant currencies) for the quarter and decreased \$366.4 million or 6% (5% in constant currencies) for the nine months. Approximately half of the decrease for both periods was due to the supplier issue.

- In the U.S., operating results for the quarter and nine months decreased due to lower restaurant margin dollars and lower other operating income.
- In Europe, constant currency operating income for the quarter and nine months decreased, reflecting lower Company-operated margin dollars, primarily in Russia and Ukraine, higher franchised margin dollars and higher other operating income. The nine months was also impacted by selling, general and administrative expenses associated with the 2014 Winter Olympics.
- In APMEA, constant currency operating income for the quarter and nine months decreased primarily due to the supplier issue impacting results in China, Japan and certain other markets by an estimated \$180 million.
- **Combined Operating Margin**

Combined operating margin is defined as operating income as a percent of total revenues. Combined operating margin was 29.7% and 31.2% for the nine months 2014 and 2013, respectively.

## Interest Expense

Interest expense increased 14% (14% in constant currencies) for the quarter and increased 9% (7% in constant currencies) for the nine months, primarily due to higher average debt balances.

## Nonoperating (Income) Expense, Net

### NONOPERATING (INCOME) EXPENSE, NET

Dollars in millions

	Quarters Ended September 30,		Nine Months September 30,	
	2014	2013	2014	2013
Interest Income	\$ (5.5)	\$ (3.4)	\$ (16.3)	\$ (10.5)
Foreign currency and hedging activity	4.9	3.7	11.4	9.8
Other (income) expense, net	2.7	13.3	3.8	26.9
Total	\$ 2.1	\$ 13.6	\$ (1.1)	\$ 26.2

## Income Taxes

The effective income tax rate was 44.4% and 33.0% for the quarters 2014 and 2013, respectively, and 36.6% and 31.9% for the nine months 2014 and 2013, respectively.

The higher effective income tax rate for the quarter and nine months was primarily due to a change in tax reserves for 2003-2008 resulting from an unfavorable lower tax court ruling in a foreign tax jurisdiction, as well as the impact of changes in tax reserves related to audit progression in other foreign tax jurisdictions. Excluding this impact, the effective income tax rate would have been 31.0% and 32.1% for the quarter and nine months, respectively.

The 2013 effective income tax rate for the nine months included a tax benefit of nearly \$50 million, reflecting the retroactive impact of certain tax benefits as a result of the American Taxpayer Relief Act of 2012.

## Cash Flows and Financial Position

The Company generates significant cash from operations and has substantial credit capacity to fund operating and discretionary spending such as capital expenditures, debt repayments, dividends and share repurchases.

Cash provided by operations totaled \$5.2 billion and exceeded capital expenditures by \$3.4 billion for the nine months 2014. Cash provided by operations decreased \$20.0 million compared with the nine months 2013, primarily due to lower net income, including higher tax reserves related to certain foreign tax matters, partly offset by changes in working capital.

Cash used for investing activities totaled \$2.0 billion for the nine months 2014, an increase of \$339.7 million compared with the nine months 2013, primarily due to an increase in other investing activities related to short-term time deposits, partly offset by lower capital expenditures and higher proceeds from sales of restaurant businesses.

Cash used for financing activities totaled \$2.8 billion for the nine months 2014, a decrease of \$549.0 million compared with the nine months 2013, primarily due to an increase in net borrowings, partly offset by higher treasury stock purchases.

Debt obligations at September 30, 2014 totaled \$15.1 billion compared with \$14.1 billion at December 31, 2013. The increase was primarily due to bond issuances of \$1.5 billion, partly offset by bond repayments of \$542.3 million.

## Recently Issued Accounting Standard

In May 2014, the Financial Accounting Standards Board issued guidance codified in Accounting Standards Codification (ASC) 606, "Revenue Recognition - Revenue from Contracts with Customers," which amends the guidance in former ASC 605, "Revenue Recognition," and becomes effective beginning January 1, 2017. The Company is currently evaluating the impact of the provisions of ASC 606.

## Risk Factors and Cautionary Statement Regarding Forward-Looking Statements

The information in this report includes forward-looking statements about our plans and future performance, including those under Outlook. These statements use such words as “may,” “will,” “expect,” “believe” and “plan.” They reflect our expectations and speak only as of the date of this report. We do not undertake to update them. Our expectations (or the underlying assumptions) may change or not be realized, and you should not rely unduly on forward-looking statements.

Our business results are subject to a variety of risks. The most important of these is whether we can continue to evolve in today’s dynamic marketplace and enhance our relationship with our customers to become a more relevant and trusted brand. Meeting customer expectations is complicated by the risks inherent in our global operating environment. Ongoing broad-based challenges continue to pressure our operating and financial performance. In particular, in some of our major markets, IEO segments may remain stagnant or experience only modest growth, reflecting consumer caution and price sensitivity. There has also been sustained, intense competition from both traditional and non-traditional competitors in many markets. Further, certain menu, pricing and promotional decisions may continue to yield results below desired levels and could continue to negatively impact sales, guest counts and market share. We have the added challenge of differing cultural, regulatory and economic environments that exist within and among the more than 100 countries where McDonald’s restaurants operate. Our initiatives may not have universal appeal among different segments of our customer base and could drive unanticipated changes in customer perceptions and guest counts. Our operations, plans and results are also affected by many factors, including regulatory, tax and other initiatives around the world as described in this section.

The risks that can have an impact on the Company’s financial performance, both in the near- and long-term, are reflected in the following considerations and factors that we believe are most likely to affect our performance. In reviewing these risks, it is important to understand the Company’s business model. The Company’s restaurant margins arise from two sources: Company-operated restaurants and franchised restaurants. As it relates to our Company-operated restaurants, our business model is built around growing comparable sales to realize margin leverage. During periods when comparable sales performance is muted, our ability to grow margins and income is significantly impacted. Our franchisees manage their businesses independently, and therefore are responsible for the operation of their restaurants. The margins the Company realizes from franchised restaurants are largely dependent on the ability of our franchisees to grow their sales and many of the factors described in this section will likely have a negative impact on franchised margins as well. Although the Company’s reported results do not include franchisee profits, their financial viability is important to our success as it enables franchisees to effectively deliver the McDonald’s experience.

**Our ability to become a more relevant and trusted brand and to increase sales and profits depends largely on how well we execute the Plan to Win and our global growth priorities.**

*The Plan to Win aligns the McDonald’s System (which represents the Company, its franchisees and suppliers) around the four strategic growth priorities that represent our greatest opportunities to drive results - serving our customers’ favorite food and drinks, creating memorable experiences, offering unparalleled convenience, and being a more trusted brand. The Plan to Win framework also keeps us focused on execution across all of our key initiatives through a common, integrated approach to people, products, place, price and promotion. The quality of our execution depends mainly on the following:*

- Our System’s ability to anticipate and respond effectively to trends or other factors that affect the IEO segment and our competitive position in the diverse markets we serve, such as spending patterns, demographic changes, trends in food preparation, consumer preferences and publicity about us, all of which can drive perceptions of our business or affect the willingness of other companies to enter into site, supply or other arrangements with us;
- Our System’s continued innovation in all aspects of the McDonald’s experience, including successful menu enhancements, to differentiate the McDonald’s experience in a way that balances value with margin levels;
- Our System’s ability to develop robust menu enhancements, and whether these will result in sales gains; our System’s ability to manage the complexity of our restaurant operations resulting from providing customers additional choices; our System’s ability to continuously adapt in order to deliver a locally-relevant experience in a highly competitive, value-driven operating environment; and our System’s ability to leverage promotional or operating successes across markets;
- The risks associated with our franchise business model, including whether our franchisees have the experience and financial resources to be effective operators and remain aligned with us on operating, promotional and capital-intensive initiatives, especially during periods of softer sales performance and the potential impact on us if they experience food safety or other operational problems or project a brand image inconsistent with our values, particularly if our contractual and other rights and remedies are limited, costly to exercise or subject to litigation;
- Our ability to achieve the benefits of our stated refranchising goals, which will depend on various factors including the returns we realize from such transactions and whether the resulting ownership mix supports our financial objectives;
- The success of our System’s tiered approach to menu offerings and the impact of changes we may make to our value menu, which has been and will continue to be an important component of our System’s overall menu strategy; the impact of pricing, product, marketing and promotional plans on sales and margins; and our System’s ability to adjust these plans to respond quickly to changing economic and competitive conditions;

- Our System's ability to meet expectations for quality food served in clean and friendly environments by motivating McDonald's restaurant personnel and our franchisees to achieve consistency and high service levels;
- Our System's ability to drive restaurant improvements that achieve optimal capacity, particularly during peak mealtime hours;
- Our System's ability to respond effectively to adverse perceptions about the quick-service category of the IEO segment or about our food (including its nutritional content and preparation), promotions and premiums, such as Happy Meal toys (collectively, our "products"), how we source the commodities we use, and our ability to manage the potential impact on McDonald's of food-borne illnesses and food or product safety issues (such as the supplier issue in China);
- Our System's plans for restaurant reimagining and rebuilding, and whether we are able to identify and develop restaurant sites consistent with our System's plans for net growth of System-wide restaurants and achieve our sales and profitability targets;
- Whether we will be able to develop an effective and compelling global digital strategy in the future that will enhance customer engagement and whether competitor loyalty initiatives will impact our ability to attract customers, particularly as these initiatives become established and customer acquisition costs (i.e., switching costs) increase;
- The success of our sustainability initiatives to support our brand ambition of good food, good people and good neighbor, which will require System-wide coordination and alignment, and whether we will be effective in achieving our stated sustainability goals and addressing these and other matters of social responsibility in a way that inspires trust and confidence;
- The costs and risks associated with our System's increasing reliance on technological and digital systems (e.g., point-of-sale and other in-store systems or platforms) that support our System-wide restaurants; the risk that we will not fully realize the benefits of the significant investments we are making to enhance the customer experience; the potential for technology system performance failures, security breaches involving our systems or those of third-party providers; legal risks associated with data collection, protection and management, in particular as it relates to information we collect when we provide technology-related services to franchisees; and litigation risk involving intellectual property rights;
- The impact of economic action, such as boycotts or protests, work stoppages, and supply chain interruptions (including due to lack of supply or price increases) that can adversely affect us or the suppliers, franchisees and others that are also part of the McDonald's System and whose performance has a material impact on our results;
- The impact of campaigns by labor organizations and activists to promote adverse perceptions of the quick-service category of the IEO segment or our brand, management, suppliers or franchisees, or to promote or threaten specific economic action involving the industry, McDonald's or our suppliers and franchisees; and
- Our System's ability to recruit and retain qualified personnel to manage our operations and growth.

**Our results and financial condition are affected by global and local market conditions, and the prolonged challenging economic environment can be expected to continue to pressure our results.**

*Our results of operations are substantially affected by economic conditions, which can vary substantially by market. The current global environment has been characterized by weak economies and high unemployment rates. Many major economies, both advanced and developing, are still facing ongoing economic issues. In the U.S., these include concerns about the long-term direction of federal fiscal policies. In many European markets, consumer and business confidence and spending remain muted. Important markets in Asia have also been experiencing slower growth rates. Uncertainty about the long-term environment could derail any potential improvements in economic activity.*

*These conditions have pressured our performance, adversely affecting sales, guest counts and/or our market share in many markets, including some major markets. We are also facing sustained, intense competition from traditional competitors as well as an expanded set of other competitors, which include newer entrants into the fast-casual category and many non-traditional market participants, such as conventional retailers and coffee shops. To address this environment, we are intensifying our focus on increasing our relevance to drive guest counts through, among other things, menu, pricing and promotional actions. Certain of these actions can adversely affect our margin percent and therefore we expect that margins will remain under pressure. The key factors that can affect our operations, plans and results in this environment are the following:*

- Whether our strategies will be effective in enabling market share gains, while at the same time enabling us to achieve our targeted operating income growth despite the current adverse economic conditions, intense competition and increasingly complex and costly advertising environment;
- The effectiveness of our supply chain management to assure reliable and sufficient product supply on favorable terms;
- The impact on consumer disposable income levels and spending habits of governmental actions to manage national economic matters, whether through austerity or stimulus measures and initiatives intended to control wages, unemployment, credit availability, inflation, taxation and other economic drivers;
- The impact on restaurant sales and margins of ongoing commodity price volatility, and the effectiveness of pricing, hedging and other actions taken to address this environment;



- The impact of the trend toward higher wages and social expenses on the margins of our Company-owned restaurants;
- The impact of foreign exchange and interest rates on our financial condition and results;
- The challenges and uncertainties associated with operating in developing markets, which may entail a relatively higher risk of political instability, economic volatility, crime, corruption and social and ethnic unrest, including the ongoing events (such as store closures) in the Ukraine and Russia, all of which are exacerbated in many cases by a lack of an independent and experienced judiciary and uncertainties in how local law is applied and enforced, including in areas most relevant to commercial transactions and foreign investment;
- The nature and timing of decisions about underperforming markets or assets, including decisions that result in impairment charges that reduce our earnings; and
- The impact of changes in our debt levels on our credit ratings, interest expense, availability of acceptable counterparties, ability to obtain funding on favorable terms or our operating or financial flexibility, especially if lenders impose new operating or financial covenants.

**Increasing legal and regulatory complexity will continue to affect our operations and results in material ways.**

*Our legal and regulatory environment worldwide exposes us to complex compliance, litigation and similar risks that could affect our operations and results in material ways. In many of our markets, including the United States and Europe, we are subject to increasing regulation, which has increased our cost of doing business. In developing markets, we face the risks associated with new and untested laws and judicial systems. Among the more important regulatory and litigation risks we face and must manage are the following:*

- The impact of new, potential or changing regulations that can affect our business plans, such as those relating to product packaging, marketing and the nutritional content and safety of our food and other products, as well as the risks and costs of our labeling and other disclosure practices, particularly given varying legal requirements and practices for testing and disclosure within our industry, ordinary variations in food preparation among our own restaurants, and the need to rely on the accuracy and completeness of information from third-party suppliers;
- The cost, compliance and other risks associated with the often conflicting and highly prescriptive regulations we face, including where inconsistent standards imposed by governmental authorities can adversely affect our business and increase our exposure to litigation or governmental investigations or proceedings;
- The impact of nutritional, health and other scientific studies and conclusions, which constantly evolve and often have contradictory implications, but nonetheless drive popular opinion, litigation and regulation (including initiatives intended to drive consumer behavior) in ways that could be material to our business;
- The impact of litigation trends, particularly in our major markets, including class actions, administrative proceedings, employment and personal injury claims, litigation with or involving our relationship with franchisees and the legal distinction between our franchisees and us for employment law purposes, landlord/tenant disputes and intellectual property claims (including often aggressive or opportunistic attempts to enforce patents used in information technology systems); the relative level of our defense costs, which vary from period to period depending on the number, nature and procedural status of pending proceedings; the cost and other effects of settlements or judgments, which may require us to make disclosures or take other actions that may affect perceptions of our brand and products; and the scope and terms of insurance or indemnification protections that we may have;
- Adverse results of pending or future litigation, including litigation challenging the composition and preparation of our products, or the appropriateness or accuracy of our marketing or other communication practices;
- The risks and costs to us, our franchisees and our supply chain of the effects of climate change, greenhouse gases, energy and water resources, as well as the increased public focus, including by governmental and non-governmental organizations, on these and other environmental sustainability matters (e.g., packaging and waste, animal health and welfare, deforestation and land use) and the increased pressure to make commitments, set targets or establish additional goals and take actions to meet them, which could expose the Company to market, operational and execution costs or risks, particularly when actions are undertaken System-wide;
- The increasing focus on workplace practices and conditions and costs and other effects of compliance with U.S. and overseas regulations affecting the Company's workforce (both Company staff and employees working in our Company-owned restaurants), including those relating to wage and hour, healthcare, immigration, retirement and other employee benefits and unlawful workplace discrimination, and our potential exposure to reputational and other harm regarding our workplace practices or conditions or those of our independent franchisees or suppliers (or perceptions thereof);
- Disruptions in our operations or price volatility in a market that can result from governmental actions, such as price, foreign exchange or import-export controls, increased tariffs, government-mandated closure of our or our suppliers' operations and asset seizures; the cost and disruption of responding to governmental investigations or proceedings, whether or not they have merit; and the effectiveness of our strategies and brand-building initiatives to reduce our exposure to such governmental actions;

- The legal and compliance risks and costs associated with privacy, data protection and similar laws, the potential costs (including the loss of consumer confidence) arising from alleged security breaches of information systems, and the risk of resulting criminal penalties or civil liability related to such breaches;
- The impact on our operations of tax and other regulations affecting capital flows, financial markets or financial institutions, which can limit our ability to manage and deploy our liquidity or increase our funding costs; and
- The impact of changes in financial reporting requirements, accounting principles or practices, including with respect to our critical accounting estimates, changes in tax accounting or tax laws (or related authoritative interpretations), particularly if corporate tax reform becomes a key component of budgetary initiatives in the United States and elsewhere, and the impact of settlements of pending or any future adjustments proposed by the IRS or other taxing authorities in connection with our tax audits, all of which will depend on their timing, nature and scope.

**Trading volatility and price of our common stock may be affected by many factors.**

*Many factors affect the volatility and price of our common stock in addition to our operating results and prospects. The most important of these, some of which are outside our control, are the following:*

- The continuing unpredictable global economic and market conditions;
- Governmental action or inaction in light of key indicators of economic activity or events that can significantly influence financial markets, particularly in the United States which is the principal trading market for our common stock, and media reports and commentary about economic or other matters, even when the matter in question does not directly relate to our business;
- Changes in financial or tax reporting and accounting principles or practices that materially affect our reported financial condition and results and investor perceptions of our performance;
- Trading activity in our common stock or trading activity in derivative instruments with respect to our common stock or debt securities, which can be affected by market commentary (including commentary that may be unreliable or incomplete); unauthorized disclosures about our performance, plans or expectations about our business; our actual performance and creditworthiness; investor confidence generally; actions by shareholders and others seeking to influence our business strategies; portfolio transactions in our stock by significant shareholders; or trading activity that results from the ordinary course rebalancing of stock indices in which McDonald's may be included, such as the S&P 500 Index and the Dow Jones Industrial Average;
- The impact of our stock repurchase program or dividend rate; and
- The impact on our results of other corporate actions, such as those we may take from time to time as part of our continuous review of our corporate structure in light of business, legal and tax considerations.

**Our results and prospects can be adversely affected by events such as severe weather conditions, natural disasters, hostilities and social unrest, among others.**

*Severe weather conditions, natural disasters, hostilities and social unrest, terrorist activities, health epidemics or pandemics (or expectations about them) can adversely affect consumer spending and confidence levels or other factors that affect our results and prospects, such as commodity costs. Our receipt of proceeds under any insurance we maintain with respect to certain of these risks may be delayed or the proceeds may be insufficient to offset our losses fully.*

**Item 3. Quantitative and Qualitative Disclosures About Market Risk**

There were no material changes to the disclosure made in our Annual Report on Form 10-K for the year ended December 31, 2013 regarding this matter.

**Item 4. Controls and Procedures**

An evaluation was conducted under the supervision and with the participation of the Company's management, including the Chief Executive Officer ("CEO") and Chief Financial Officer ("CFO"), of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of September 30, 2014. Based on that evaluation, the CEO and CFO concluded that the Company's disclosure controls and procedures were effective as of such date to ensure that information required to be disclosed in the reports that it files or submits under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in Securities and Exchange Commission rules and forms. Such officers also confirm that there was no change in the Company's internal control over financial reporting during the quarter ended September 30, 2014 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

## PART II – OTHER INFORMATION

### Item 1. Legal Proceedings

There were no material changes to the disclosure made in our Annual Report on Form 10-K for the year ended December 31, 2013 regarding these matters.

### Item 1A. Risk Factors

This report contains certain forward-looking statements which reflect management's expectations regarding future events and operating performance and speak only as of the date hereof. These forward-looking statements involve a number of risks and uncertainties. These and other risks are noted in the Risk Factors and Cautionary Statement Regarding Forward-Looking Statements following Management's Discussion and Analysis.

### Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

#### Issuer Purchases of Equity Securities\*

The following table presents information related to repurchases of common stock the Company made during the three months ended September 30, 2014:

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(1)</sup>	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(1)</sup>
July 1 - 31, 2014	3,327,586	\$ 99.19	3,327,586	\$ 9,669,926,414
August 1 - 31, 2014	777	96.89	777	9,669,851,132
September 1 - 30, 2014	6,262,454	93.99	6,262,454	9,081,252,596
Total	9,590,817	\$ 95.79	9,590,817	

\* Subject to applicable law, the Company may repurchase shares directly in the open market, in privately negotiated transactions, or pursuant to derivative instruments and plans complying with Rule 10b5-1, among other types of transactions and arrangements.

(1) On May 21, 2014, the Company's Board of Directors approved a share repurchase program, effective July 1, 2014, that authorizes the purchase of up to \$10 billion of the Company's outstanding common stock with no specified expiration date.

## Item 6. Exhibits

Exhibit Number	Description
(3)	<ul style="list-style-type: none"> <li>(a) Restated Certificate of Incorporation, effective as of June 14, 2012, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2012.</li> <li>(b) By-Laws, as amended and restated with effect as of July 19, 2012, incorporated herein by reference from Form 8-K, filed July 20, 2012.</li> </ul>
(4)	<p>Instruments defining the rights of security holders, including Indentures:*</p> <ul style="list-style-type: none"> <li>(a) Senior Debt Securities Indenture, incorporated herein by reference from Exhibit (4)(a) of Form S-3 Registration Statement (File No. 333-14141), filed October 15, 1996.</li> <li>(b) Subordinated Debt Securities Indenture, incorporated herein by reference from Exhibit (4)(b) of Form S-3 Registration Statement (File No. 333-14141), filed October 15, 1996.</li> </ul>
(10)	<p>Material Contracts</p> <ul style="list-style-type: none"> <li>(a) Directors' Deferred Compensation Plan, effective as of January 1, 2008, incorporated herein by reference from Form 8-K, filed December 4, 2007.**</li> <li>(b) McDonald's Excess Benefit and Deferred Bonus Plan, effective January 1, 2011, as amended and restated March 22, 2010, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2010.**</li> <li>(c) McDonald's Corporation Supplemental Profit Sharing and Savings Plan, effective as of September 1, 2001, incorporated herein by reference from Form 10-K, for the year ended December 31, 2001.** <ul style="list-style-type: none"> <li>(i) First Amendment to the McDonald's Corporation Supplemental Profit Sharing and Savings Plan, effective as of January 1, 2002, incorporated herein by reference from Form 10-K, for the year ended December 31, 2002.**</li> <li>(ii) Second Amendment to the McDonald's Corporation Supplemental Profit Sharing and Savings Plan, effective January 1, 2005, incorporated herein by reference from Form 10-K, for the year ended December 31, 2004.**</li> </ul> </li> <li>(d) 1992 Stock Ownership Incentive Plan, as amended and restated January 1, 2001, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2001.** <ul style="list-style-type: none"> <li>(i) First Amendment to McDonald's Corporation 1992 Stock Ownership Incentive Plan, as amended and restated, effective as of February 14, 2007, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2007.**</li> </ul> </li> <li>(e) McDonald's Corporation Executive Retention Replacement Plan, effective as of December 31, 2007 (as amended and restated on December 31, 2008), incorporated herein by reference from Form 10-K, for the year ended December 31, 2008.**</li> <li>(f) McDonald's Corporation Amended and Restated 2001 Omnibus Stock Ownership Plan, effective July 1, 2008, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2009.** <ul style="list-style-type: none"> <li>(i) First Amendment to the McDonald's Corporation Amended and Restated 2001 Omnibus Stock Ownership Plan, incorporated herein by reference from Form 10-K, for the year ended December 31, 2008.**</li> <li>(ii) Second Amendment to the McDonald's Corporation Amended and Restated 2001 Omnibus Stock Ownership Plan as amended, effective February 9, 2011, incorporated herein by reference from Form 10-K, for the year ended December 31, 2010.**</li> </ul> </li> <li>(g) McDonald's Corporation 2012 Omnibus Stock Ownership Plan, effective June 1, 2012, incorporated herein by reference from Form 10-Q, for the quarter ended September 30, 2012.**</li> <li>(h) McDonald's Corporation 2009 Cash Incentive Plan, effective as of May 27, 2009, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2009.**</li> </ul>

Exhibit Number	Description
	(i) McDonald's Corporation Target Incentive Plan, effective January 1, 2013, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2013.**
	(j) McDonald's Corporation Cash Performance Unit Plan, effective February 13, 2013, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2013.**
	(k) Form of Executive Stock Option Grant Agreement in connection with the Amended and Restated 2001 Omnibus Stock Ownership Plan, as amended, incorporated herein by reference from Form 10-K, for the year ended December 31, 2011.**
	(l) Form of Executive Performance-Based Restricted Stock Unit Award Agreement in connection with the Amended and Restated 2001 Omnibus Stock Ownership Plan, as amended, incorporated herein by reference from Form 10-K, for the year ended December 31, 2011.**
	(m) Form of Executive Stock Option Award Agreement in connection with the 2012 Omnibus Stock Ownership Plan, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2013.**
	(n) Form of Executive Performance-Based Restricted Stock Unit Award Agreement in connection with the 2012 Omnibus Stock Ownership Plan, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2013.**
	(o) Form of Special CPUP Performance-Based Restricted Stock Unit Award Agreement in connection with the 2012 Omnibus Stock Ownership Plan, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2013.**
	(p) McDonald's Corporation Severance Plan, as Amended and Restated, effective September 9, 2013, incorporated herein by reference from Form 10-Q, for the quarter ended September 30, 2013.**
	(q) Form of McDonald's Corporation Tier I Change of Control Employment Agreement, incorporated herein by reference from Form 10-Q, for the quarter ended September 30, 2008.**
	(r) Amended Assignment Agreement between Timothy Fenton and the Company, dated January 2008, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2008.**
	(i) 2009 Amendment to the Amended Assignment Agreement between Timothy Fenton and the Company, effective as of January 1, 2009, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2009.**
	(s) Description of Restricted Stock Units granted to Andrew J. McKenna, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2014.**
	(t) Executive Supplement describing the special terms of equity compensation awards granted to certain executive officers, pursuant to the Company's Amended and Restated 2001 Omnibus Stock Ownership Plan, as amended, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2011.**
	(u) Separation Agreement between Janice Fields and the Company, dated May 15, 2013, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2013.**
	(v) Later Date Agreement between Janice Fields and the Company, dated May 15, 2013, incorporated herein by reference from Form 10-Q, for the quarter ended June 30, 2013.**
	(w) Assignment Agreement between Douglas Goare and the Company, effective January 1, 2012, incorporated herein by reference from Form 10-K, for the year ended December 31, 2013.**
	(x) Assignment Agreement between David Hoffmann and the Company, effective April 13, 2011, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2014.**
	(y) Form of 2014 Executive Stock Option Award Agreement in connection with the 2012 Omnibus Stock Ownership Plan, incorporated herein by reference from Form 10-Q, for the quarter ended March 31, 2014.**
	(z) Retirement Agreement between Timothy Fenton and the Company, dated July 9, 2014, filed herewith**
(12)	Computation of Ratios.

Exhibit Number	Description
(31.1)	Rule 13a-14(a) Certification of Chief Executive Officer.
(31.2)	Rule 13a-14(a) Certification of Chief Financial Officer.
(32.1)	Certification pursuant to 18 U.S.C. Section 1350 by the Chief Executive Officer, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(32.2)	Certification pursuant to 18 U.S.C. Section 1350 by the Chief Financial Officer, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
(101.INS)	XBRL Instance Document.
(101.SCH)	XBRL Taxonomy Extension Schema Document.
(101.CAL)	XBRL Taxonomy Extension Calculation Linkbase Document.
(101.DEF)	XBRL Taxonomy Extension Definition Linkbase Document.
(101.LAB)	XBRL Taxonomy Extension Label Linkbase Document.
(101.PRE)	XBRL Taxonomy Extension Presentation Linkbase Document.

\* Other instruments defining the rights of holders of long-term debt of the registrant, and all of its subsidiaries for which consolidated financial statements are required to be filed and which are not required to be registered with the Commission, are not included herein as the securities authorized under these instruments, individually, do not exceed 10% of the total assets of the registrant and its subsidiaries on a consolidated basis. An agreement to furnish a copy of any such instruments to the Commission upon request has been filed with the Commission.

\*\* Denotes compensatory plan.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

McDONALD'S CORPORATION  
(Registrant)

November 3, 2014

/s/ Peter J. Bensen

Peter J. Bensen  
Corporate Senior Executive Vice President and  
Chief Financial Officer

TO: Timothy Fenton

Thank you for your years of contributions to the McDonald's system. You have decided to retire from McDonald's effective June 30, 2014 and the following states the terms of our Agreement regarding your separation from McDonald's.

**RETIREMENT DATE**

Your date of termination will be June 30, 2014.

**PAYMENT**

You will receive the following payment:

- \$375,000 lump sum payment, minus taxes and deductions, payable to you six (6) months after the date of termination in accordance with Section 409A, provided you have signed and have not revoked this Agreement.

All payments to you, as set forth in this Agreement, will be issued in accordance with, and subject to any withholding required by, all local, state, and federal laws.

**BENEFITS TERMINATION**

June 30, 2014 shall be your termination date for purposes of all McDonald's benefits programs, including but not limited to the Profit Sharing & Savings Plan and McDonald's Insurance Plans. Your benefits will be administered consistent with the plan documents and based upon your termination date. Notwithstanding the foregoing, with respect to your outstanding stock options and restricted stock units (RSUs), you shall receive service credit through March 1, 2015 for purposes of calculating the vesting of such awards upon retirement.

**TARGET INCENTIVE PLAN (TIP)**

You will be eligible to receive your 2014 TIP payment on or about March 1, 2015. Your TIP will be pro-rated to your date of termination and administered consistent with the TIP documents.

**CASH PERFORMANCE UNIT PLAN (CPUP)**

You will be eligible to receive pro-rated payouts pursuant to your outstanding CPUP awards. The payouts will be pro-rated based on the number of months employed during the CPUP performance cycle and the Company's performance as determined by the Compensation Committee at the end of each of the 2013-2015 CPUP performance cycle and the 2014-2016 CPUP performance cycle. You are eligible to receive these payments in the normal CPUP payment cycle in March 2016 for the 2013-2015 CPUP performance cycle and March 2017 for the 2014-2016 CPUP performance cycle.

**OFFICER FINANCIAL COUNSELING**

You will be eligible to receive Officer Financial Counseling Services in accordance with the Executive Financial Counseling and Life Planning Program provided services are rendered prior to your date of termination.



### **OFFICER ANNUAL PHYSICAL**

You will be eligible to receive your annual executive physical for calendar year 2014 in accordance with the terms of the Executive Physical Program, provided your physical is completed prior to March 31, 2015.

### **CONTINUATION OF HEALTH COVERAGE**

You will be entitled to elect to continue your coverage under the Medical, Dental and Vision benefit programs of McDonald's or its subsidiaries that you participate in at the time of your termination for 18 months (or longer if required by law). This is known as COBRA coverage. If you file a timely election to take COBRA coverage, you will have to pay the applicable employee cost under the plan in which you are enrolled, and McDonald's will pay the remainder of the cost of your COBRA coverage through December 2015. You will only be able to take the COBRA coverage if you pay the applicable employee cost on a monthly basis. You may not have your share of these costs contributed to any cafeteria or flexible spending account. If you fail to pay your COBRA premium by the end of the month for which the premium is due, your coverage will terminate as of the last day of the month for which your last premium was paid. McDonald's will not pay any portion of the cost of COBRA coverage beyond December 2015, regardless of whether you or your eligible dependents have an additional qualifying event under COBRA. Notwithstanding the foregoing, if COBRA coverage is no longer required to be provided under the federal laws governing COBRA, all payments for COBRA coverage under the Plan will also end. Further information about COBRA coverage, will be provided by the Plan Administrator.

Upon the expiration of your COBRA coverage, you may elect McDonald's Retiree Medical benefits at your cost, provided you meet and satisfy all of the requirements of McDonald's Retiree Medical Plan, as in effect from time to time. In any event, Retiree Medical Benefits will be available only for as long as McDonald's maintains such a plan for retirees, and McDonald's reserves the right to amend or terminate the Retiree Medical Plan at any time, in its sole discretion.

### **STOCK OPTIONS AND RESTRICTED STOCK UNITS (RSUs)**

All stock option and RSU awards held by you at your termination date shall be treated in accordance with the terms of the applicable McDonald's Corporation stock plan under which the award was granted (2001 Omnibus Stock Ownership Plan, as amended or 2012 Omnibus Stock Ownership Plan), the applicable stock option or RSU award agreement and the applicable prospectus governing your awards (collectively, the "Grant Materials"). Notwithstanding anything to the contrary in this Agreement, for purposes of your stock options and RSUs, your reason for termination is Termination with at Least 68 Years of Combined Age and Company or Affiliate Service and your stock options and RSUs will be treated in accordance with the applicable provisions in the Grant Materials, except that you will be given service credit through March 1, 2015 in determining the vesting of your outstanding awards.

### **STOCK OPTIONS**

Pursuant to the terms of the Grant Materials, you will be permitted to exercise your stock option awards as provided in the chart below.

<b>Grant Date(s)</b>	<b>Dates(s) When Options Became or Will Become Fully Exercisable</b>	<b>Last Date to Exercise (If the last date to exercise is a weekend or a U.S. holiday, the last date will be the previous business day.)</b>
2/11/2009	2/11/2013	2/11/2019
2/10/2010	2/10/2014	2/10/2020

2/9/2011	2/9/2015	2/9/2021
2/8/2012	2/8/2016	2/8/2022
2/13/2013	2/13/2017	2/13/2023
2/12/2014	2/12/2018	2/12/2024

### **RESTRICTED STOCK UNITS (RSUs)**

In accordance with the Grant Materials you will vest in a pro-rata portion of your RSUs based upon your time worked during the restriction period(s); however, for purposes of calculating the time worked during the restriction period, you shall receive service credit through March 1, 2015. Pursuant to the terms of your grant(s), as described in the Grant Materials, upon termination you will vest in a pro-rata portion of your existing RSUs based upon the number of months worked during the applicable vesting period (applying service credit through March 1, 2015) and the Company's performance against the pre-established performance targets.

For more detailed information on the treatment of your stock options and RSUs upon your termination, please refer to the Termination with at Least 68 Years of Combined Age and Company or Affiliate Service section of the Grant Materials. In the event of a conflict between this Agreement and the terms of the relevant Grant Materials, the terms of the Grant Materials will prevail with the exception of the approved waiver of the 12-month rule and the service credit through March 1, 2015.

This pro-rata amount will be paid out on the original vesting date in accordance with the Grant Materials, including certification of all relevant performance targets, in the form of shares of McDonald's stock (or cash in the Company's sole discretion). In the event of a conflict between this document and the relevant Grant Materials, the Grant Materials will prevail with the exception.

### **PLAN PROVISIONS GOVERN**

All benefits provided under this Agreement will be subject to the terms of the respective plan documents and agreement, including but not limited to clawback, cessation, forfeiture and cancellation provisions of the TIP, CPUP, severance, stock option, and RSU plans with the exception of the approved waiver of the 12-month rule and service credit through March 1, 2015 as it relates to stock options and RSUs.

### **TAX EQUALIZATION**

The tax equalization policy contained in McDonald's Global Assignee Policy, as amended to comply with Section 409A of the Internal Revenue Code, will apply through your termination date. McDonald's agrees, pursuant to this policy, that it will notify you if our tax services provider will continue to prepare the same national tax returns previously prepared on your behalf. You agree to be available to meet with and provide all necessary records for your 2014 and subsequent years' tax returns within two and half months after the close of the applicable Hong Kong and US tax years. You understand that you will be liable for all interest penalties if you do not comply with this request each year you are a part of the McDonald's tax program. The tax equalization policy pursuant to the McDonald's Global Assignee Policy, as amended to comply with Section 409A of the Internal Revenue Code, will apply. In addition, pursuant to the tax equalization policy, at the time your US tax returns are prepared a tax equalization calculation will be prepared. Within 30 days of receipt of the tax equalization calculation, either McDonald's will reimburse you for any monies owed as a result of the tax equalization or you will reimburse McDonald's for any monies owed as a result of the tax equalization. Should it be necessary for you to reimburse McDonald's you must send a check in the prescribed amount payable to "McDonald's Corporation" to the Global Total Compensation group in Oak Brook, department 145.

You further acknowledge that, upon termination that you may continue to have a Hong Kong tax liability

on unexercised stock options. McDonald's will pay such Hong Kong tax. Actual and/or hypothetical federal taxes will continue to be withheld on stock option exercises/RSU lapses until the Hong Kong taxes paid by McDonald's are recovered through foreign tax credits. Any refund or reduction of US income taxes arising from the carryback or carryforward of Hong Kong taxes paid by McDonald's shall be returned to McDonald's by you within 15 days of receipt.

In addition to any future Hong Kong tax liability on the monies McDonald's pays to you after termination of employment, you may incur a US tax liability as well. The Company will remit that portion of your hypothetical federal tax necessary to meet the withholding obligations in the US. However, you agree to complete the appropriate tax forms (e.g. Form W-4) as frequently as necessary to ensure that such US withholding reflects the foreign tax credits available to you as a result of your Hong Kong tax payments.

### **COOPERATION WITH McDONALD'S**

You agree that you will cooperate with McDonald's in any pending or future investigations, charges, complaints, lawsuits or other claims in the event that McDonald's determines that you may have information or may be a witness relating to the investigation, charge, complaint, lawsuit or other claim.

### **GENERAL RELEASE**

In exchange for the payments and benefits set forth in this Agreement, you are waiving and releasing all claims and causes of action you have or may have, known or unknown, suspected or unsuspected, accrued or unaccrued, fixed or contingent, against McDonald's, arising from or relating to acts or omissions on or before the date you sign this Agreement. ("McDonald's," as used in this release and throughout this Agreement, is defined in the final paragraph **(SUCCESSORS; DEFINITION OF "McDONALD'S")** of this Agreement.)

The claims you are releasing include, but are not limited to, any and all claims and causes of action that McDonald's: (a) has discriminated against you on the basis of age (or any other claim or right arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq. ("ADEA")), race, color, sex (including sexual harassment), national origin, ancestry, disability, religion, sexual orientation, marital status, parental status, veteran status, military status, citizenship status, genetic information, source of income, entitlement to benefits, or any other status protected by local, state or federal laws, constitutions, regulations, ordinances or executive orders; (b) has violated its personnel policies, handbooks or any covenant of good faith and fair dealing or breached any written or implied contract of employment between you and McDonald's; (c) has violated public policy or common law, including but not limited to claims for: personal injury; invasion of privacy; retaliatory or wrongful discharge; whistle blowing; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family; and/or promissory estoppel; (d) is in any way obligated for any reason to pay you damages, expenses, litigation costs (including attorneys' fees), wages, bonuses, commissions, disability, retirement or welfare benefits, vacation pay and sick pay, compensatory damages, penalties, liquidated damages, punitive damages, other payments, and/or interest; (e) has any obligations or owes any compensation or payments to you in connection with any ideas, information, inventions, processes, procedures, systems, methods, intellectual property or other materials that you may have developed, produced, created, designed, modified, improved, enhanced or revised during your employment with McDonald's or disclosed to McDonald's, including without limitation any trademarks, service marks, trade dress, copyrights, patents and/or trade secrets, (collectively referred to in this Agreement as "Materials"); and (f) has violated any other federal, state or local law, including but not limited to Title VII of the Civil Rights Act of 1964, as amended in 1991 ("Title VII"), the Civil Rights Act of 1866, as amended (42 U.S.C. Section 1981), the Civil Rights Act of 1991, as amended (42 U.S.C.

Section 1981a), the Americans with Disabilities Act, as amended (“ADA”), the Employee Retirement Income Security Act, as amended, the Family and Medical Leave Act, as amended, the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), the Genetic Information Nondiscrimination Act (“GINA”), the Fair Labor Standards Act, the Equal Pay Act, the National Labor Relations Act, the Fair Credit Reporting Act, the Immigration Reform Control Act, the Occupational Safety and Health Act, the Sarbanes-Oxley Act, the Employee Polygraph Protection Act, and the Worker Adjustment and Retraining Notification Act (“WARN Act”), any state or federal consumer protection and/or trade practices act, the Illinois Human Rights Act, the Illinois Wage Payment and Collection Act, the Illinois Equal Wage Act, the Illinois Equal Pay Act of 2003, the Illinois Minimum Wage Law, the Illinois Worker Adjustment and Retraining Notification Act (“Illinois WARN Act”), the anti-retaliation provisions of the Illinois Workers Compensation Act, and the Illinois Whistleblower Act. YOU UNDERSTAND BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP ALL CLAIMS AGAINST McDONALD’S. You agree that this Agreement provides benefits to you that are above and beyond anything to which you are otherwise entitled.

The claims you are releasing include, but are not limited to, the continuing or future effects of any act or omission by McDonald’s through the date of this Agreement, even if you are first affected or are first aware of the effect after the date you sign this Agreement. Without limiting the generality of the foregoing, the claims you are releasing include any claim that any future nonpayment or difference in amount, timing or duration of wages, salaries, bonuses, benefits (such as under the Profit Sharing and Savings Plan, Long Term Incentive Plans, Insurance Plans, TIP Plan, stock option and restricted stock unit plans, and Cash Performance Unit Plan) or other compensation is discriminatory under the ADEA, Title VII, the ADA and the Rehabilitation Act of 1973, all as amended or modified in operation by the Lilly Ledbetter Fair Pay Act of 2009, and all such claims under all federal, state and local law, as heretofore or hereafter amended or modified in operation.

You have given up all claims against McDonald’s and do not have a basis to sue McDonald’s. If, despite this, you sue McDonald’s in any forum or proceeding, you agree to pay all of McDonald’s costs and litigation expenses (including but not limited to reasonable attorney’s fees) in that suit. This is in addition to McDonald’s right to other remedies in such a case. Excepted from this release and this promise is a good faith challenge by you to the validity of the release provision of this Agreement under the ADEA. Also excluded from this Agreement are any claims or rights which cannot be waived by law, including the right to file a charge of discrimination with an administrative agency and the right to participate in an investigation or proceeding conducted by an administrative agency. You are waiving, however, your right to any monetary recovery or other relief in connection with such a charge filed by you or anyone else. You hereby assign to McDonald’s all your right, title and interest in any monetary recovery or other relief obtained in any proceeding.

You are releasing and waiving all claims on behalf of yourself and on behalf of your spouse, family members, beneficiaries under any employee benefit plans or arrangements, attorneys, agents, executors, representatives, guardians ad litem, heirs, successors and assigns.

**RETURN OF McDONALD’S PROPERTY; DEDUCTIONS FROM  
PAY FOR MONEY OWED TO McDONALD’S**

On or by your termination date you will return to McDonald's all documents, manuals, office equipment, credit cards and other things belonging to McDonald's which you have borrowed or which you possess or control. You authorize McDonald's to deduct from your paycheck or severance pay, any money owed McDonald's as a result of items which are not returned or for loans or advances you have received and which remain unpaid.

### **NON-DISPARAGEMENT AND LIMITATIONS ON PUBLICATIONS**

You will not disrupt, interfere with or cause any disturbance to McDonald's business or, directly or indirectly, by any means or in any medium (including, without limitation, social media, such as blogging, tweeting and posting on social media sites), and whether in your own name, anonymously, using a pseudonym or otherwise, do, say, write, confirm or otherwise communicate or publish to any person or entity, by word, action, omission or otherwise, anything that would cast a bad light on McDonald's, its business or any of its current and former directors, officers, agents, suppliers, franchisees and employees ("McDonald's Related Persons") in their capacities as such or disparage or cause damage to the reputation, brand, name, business, products and services of McDonald's or any McDonald's Related Persons. Provided, however, that nothing herein shall prevent you from filing a charge with, or participating in an investigation or proceeding conducted by an administrative agency. While communicating via social media or otherwise, you further agree that, your communications will clearly state that you are not employed by and do not represent McDonald's and will be clearly identified as representing your personal views and not those of McDonald's. Should there be any question about whether something you plan to communicate comports with the provisions of this agreement, you will get the prior written consent of McDonald's General Counsel, Gloria Santona, or her successor.

Without limiting the generality of the foregoing, you further agree that, you shall not, for three (3) years following your termination date publish any articles or books about McDonald's, its business or any McDonald's-Related Person, or grant an interview to any representative of the public media, without the prior written consent of McDonald's General Counsel, Gloria Santona, or her successor.

### **LICENSE TO RIGHT OF PUBLICITY**

You hereby grant to McDonald's the irrevocable, worldwide right to use, publish, display, edit, modify and distribute materials bearing your name, voice, image, likeness, statements attributable to you or any other identifiable representation of you in connection with or related to your employment with McDonald's (collectively, "your Likeness") in any form whatsoever now existing or developed in the future. You agree that all materials containing your Likeness are and shall remain the sole and exclusive property of McDonald's, and you hereby assign any proprietary right you may have in such materials to McDonald's. You hereby release and forever discharge McDonald's from any and all liability, claims and damages relating to the use of your Likeness and you waive any right you may have to inspect or approve the finished materials or any part or element thereof that incorporates your Likeness.

### **ASSIGNMENT OF INTELLECTUAL PROPERTY**

You hereby assign to McDonald's all of your right, title and interest in and to any and all Confidential Information, works of authorship, inventions, ideas, improvements, discoveries, developments, designs, trademarks, trade names, service marks, logos and trade dress (collectively, "Intellectual Property"), and all proprietary and intellectual property rights with respect thereto (collectively, "Proprietary Rights"), whether or not patentable or registrable under trademark, copyright or other statutes, made or conceived or reduced to practice or learned by you as a result of your employment with McDonald's, either alone or jointly with others, during the period of your employment with McDonald's. You acknowledge that all original works of authorship which are made by you, solely or jointly with others, within the scope of your employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and that even if you should be determined that such works do not qualify as "works made for hire," all of your right, title and interest thereto is nonetheless assigned to McDonald's by virtue of this Agreement. You recognize that this Agreement does not require assignment of: (i) any Intellectual Property which you made, conceived or learned prior to the commencement of your employment with McDonald's (which, to preclude any

possible uncertainty, you have listed on Exhibit A attached hereto); or (ii) any Intellectual Property that you develop entirely on your own time without using McDonald's equipment, supplies, facilities, or trade secret information except for that Intellectual Property which either: (a) relates at the time of conception or reduction to practice to McDonald's business, or actual or demonstrably anticipated research or development of McDonald's; or (b) result from any work performed by you for McDonald's.

#### **ENFORCEMENT OF PROPRIETARY RIGHTS**

At McDonald's expense, you will assist McDonald's after your termination of employment in every proper way to obtain and from time to time to enforce United States and foreign Proprietary Rights relating to Intellectual Property in any and all countries. To that end, you will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as McDonald's may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof.

#### **NON-SOLICITATION OF EMPLOYEES; NON-INTERFERENCE WITH BUSINESS RELATIONSHIPS; CONFIDENTIALITY OF EMPLOYEE NAMES; NON DISTURBANCE**

You further agree that for a period of two (2) years from your date of termination, you will not directly or indirectly solicit for employment any "salaried" employee of McDonald's, whether employed at the corporate office or in the field (including the restaurants). You agree you will not directly or indirectly induce any vendor, supplier, franchisee, consultant or independent contractor or partner of McDonald's to reduce or curtail its relationship with McDonald's. Additionally, you agree not to release names of any McDonald's "salaried" employees to recruiters, headhunters or employment agencies. If at any time during this two (2) year period you contemplate extending an offer of employment, either directly or indirectly, to a McDonald's "salaried" employee, you agree to contact the Executive Vice President of Human Resources, or his/her successor, for approval. You agree that you will not now or in the future disrupt, damage, impair or interfere with McDonald's business.

#### **NON-COMPETE**

You acknowledge that McDonald's is engaged in a highly competitive business and has a compelling business need and interest in preventing release or disclosure of its confidential, proprietary and trade secret information as defined in this Agreement. Moreover, you acknowledge that McDonald's has highly valuable, long-term and near permanent relationships with certain customers, suppliers, manufacturers, franchisees, employees and service organizations which McDonald's has a legitimate interest in protecting and that you, by virtue of your position with McDonald's, have and will continue to have access to these customers, suppliers, manufacturers, franchisees, employees and service organizations as well as the confidential, proprietary and trade secret information. Accordingly, you agree that during your employment and for a period of eighteen (18) months after your termination date, you will not either directly or indirectly, alone or in conjunction with any other party or entity, in the United States, perform any services, work or consulting for one or more Competitive Companies. Competitive Companies shall mean any company in the ready-to-eat restaurant industry anywhere in the United States that exists today or may exist at any time during such eighteen (18) month period. Examples of Competitive Companies include, but are not limited to: YUM Brands, Inc., (including but not limited to Taco Bell, Pizza Hut and Kentucky Fried Chicken), Burger King, Wendy's, Culver's, In-N-Out Burger, Sonic, Hardee's, Checker's, Arby's, Long John Silver's, Jack-in-the-Box, Popeye's Chicken, Chick-fil-A, Domino's Pizza, Chipotle, Q-doba, Panera Bread, Papa John's, Potbelly, Subway, Quiznos, Dunkin' Brands, Seven-Eleven, Tim Horton's, Starbucks, Jamba Juice, and their respective organizations, partnerships, ventures, sister companies, franchisees or any organization in which they have an interest.

You agree to consult with Rich Floersch, or his successor, for clarification as to whether or not McDonald's views a prospective employer, consulting client or other business relationship of yours, in the ready-to-eat industry not listed above, as a competitor.

### **TRADE SECRETS**

You acknowledge that during your employment you have formulated, established and otherwise had access to and knowledge of McDonald's trade secrets and confidential business information, including but not limited to, special information about relationships and distributors, vendors, suppliers, manufacturers, franchisees, employees and customers, as well as special and confidential knowledge about McDonald's relating to pricing, business and financial affairs, advertising, marketing, sales, expansion plans, new store sites and strategies for McDonald's business, including various technical items and equipment used or contemplated for use in McDonald's business. You further acknowledge that the preservation of a continuing business relationship between McDonald's and its customers, franchisees, suppliers and manufacturers is of critical importance to the continued business success of McDonald's and that it is the policy of McDonald's to safeguard as confidential the identity and special needs of certain customers, franchisees, suppliers, manufacturers, representatives and key employees. In view of the foregoing, you agree that until such items and data become public through no act or omission by you or wrongful act or omission of any other person, you will not disclose to any person or entity or use for any purpose whatsoever any trade secrets or confidential information concerning the business, or any customer, representative, agent or employee of McDonald's that was obtained by you in the course of your employment with McDonald's. Provided, however, that nothing herein shall prevent you from filing a charge with, or participating in an investigation or proceeding conducted by an administrative agency or from disclosing information about employees for purposes protected by law. You further agree that upon separation from your employment, you will not take with you, but will leave with McDonald's, all records (including electronic data) and papers and all matters of whatever nature that contain secret or confidential information of McDonald's. For purposes of this Agreement, the terms "trade secrets" and "confidential information" include processes, methods, techniques, systems, formulae, patents, models, devices, compilations, customer lists, financial information, development plans, supplier lists and any information of whatever nature that gives to McDonald's an opportunity to obtain an advantage over competitors who do not know or use such information or data or any information that would be harmful to McDonald's if disclosed. Without limiting the generality of the foregoing, you further agree, that you will not write, confirm or otherwise communicate or publish to any person or entity any of McDonald's trade secrets or confidential information, including, without limitation while using social media (e.g., blogging, tweeting, and postings on social networking sites). Should there be any question about whether something you plan to communicate comports with the provisions of this agreement, you will get the prior written consent of McDonald's General Counsel, Gloria Santana, or her successor.

### **RECEIPT OF PAY AND BENEFITS TO DATE; NO RETALIATION**

You acknowledge and agree that you have not applied for, nor are you eligible for, short term disability, long term disability, Worker's Compensation, or family and medical leave under applicable federal, state and local law, and you agree that you shall not apply or be eligible for them. You further agree that you have received all salary and benefits due to you to date, have taken any family and medical leave to which you are entitled, and have not been retaliated against because you have sought any salary, benefits or leave or because you have opposed or reported any practice you believe is unlawful, provided any information or caused information to be provided, assisted in any investigation by any branch of federal, state or local government or by McDonald's, or have filed, caused to be filed, participated or assisted in any administrative or judicial proceedings to enforce your rights under any statute or law. All pay earned by you, including vacation pay, has been paid or is included in the amounts referred to in the Payments section above.

**COMPLIANCE WITH OLDER WORKER BENEFIT PROTECTION ACT; KNOWING AND VOLUNTARY AGREEMENT AND RELEASE**

You have participated in negotiating the terms of this Agreement, have read it and understand it fully. You acknowledge that you have been advised by this Agreement to consult with an attorney prior to executing this Agreement. You further acknowledge that you have been given at least 21 days to consider the terms of this Agreement, that you have been able to use this period, or as much of this period as you desire, and that you are now executing this Agreement voluntarily with the express intention of making a binding legal Agreement, including giving up all claims against McDonald's. You forever waive any relief not explicitly set forth in this document.

**REMEDIES FOR BREACH**

Should you breach this Agreement, McDonald's shall be entitled to recover the entire value of any consideration you have received pursuant to this Agreement and shall be relieved of any obligation to pay further consideration. It is acknowledged that this is not a penalty but an agreed upon remedy that results from a failure of consideration upon a breach of the provisions of this Agreement.

**ATTORNEY'S FEES; SAVINGS CLAUSE**

You agree to pay all costs and attorneys' fees incurred by McDonald's in enforcing this Agreement should you violate any provision of it, without in any way limiting McDonald's right to recover damages and other legal and equitable relief. Should any provision of this Agreement be found void or unenforceable by any court of law, the remaining provisions shall continue in full force and effect.

**ARBITRATION OF CERTAIN DISPUTES**

All disputes, claims, and causes of action relating to or arising under your employment or separation of employment, including but not limited to claims of discrimination or unlawful termination, shall be resolved solely and exclusively by final, binding and confidential arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association applicable to employment disputes. The parties understand and agree that this paragraph waives their right to a jury trial on these claims. In any such arbitration, the waiver, release and covenant not to sue contained in this Agreement will be fully applicable and enforceable.

**RIGHT TO REVOKE**

This Agreement may be revoked by delivering a written notice of revocation to Carrie Reuter, McDonald's Corporation, 2915 Jorie Boulevard, Dept. 146, Oak Brook, Illinois 60523, no later than the close of business on the seventh day after you sign it. Revocations delivered by mail must be postmarked by the seventh day after signing this Agreement. Any revocation must be accompanied by repayment of all consideration already tendered under the terms of this Agreement.

**ENTIRE AGREEMENT**

This Agreement contains the full agreement between you and McDonald's and completely supersedes any prior written or oral agreements or representations concerning the subject matter thereof. Any oral representation or modification concerning this Agreement shall be of no force or effect.



**SUCCESSORS; DEFINITION OF “McDONALD’S”**

This Agreement shall be binding on you, your heirs, successors and assigns. “McDonald's” as used in this Agreement, includes McDonald’s Corporation, McDonald’s USA, LLC, all of their respective subsidiaries, affiliates and related entities and companies, and their current and former directors, officers, agents, employees, insurers and attorneys, and all employee benefit plans and arrangements and their administrators trustees and other fiduciaries, and all successors and assigns of all of the foregoing.

Again, Timothy, thank you for your many years of valuable service to the system. We wish you much happiness as you begin this exciting new chapter in your life.

/s/ Timothy Fenton

\_\_\_\_\_  
Timothy Fenton

July 7, 2014

\_\_\_\_\_  
Date

/s/ Richard Floersch

\_\_\_\_\_  
McDonald's

July 9, 2014

\_\_\_\_\_  
Date

**Exhibit 12. Computation of Ratios****Ratio of Earnings to Fixed Charges***Dollars in millions*

	<b>Nine Months Ended September</b>		<b>Years Ended December 31,</b>				
	<b>2014</b>	<b>2013</b>	<b>2013</b>	<b>2012</b>	<b>2011</b>	<b>2010</b>	<b>2009</b>
<b>Earnings available for fixed charges</b>							
- Income before provision for income taxes	\$5,775.9	\$6,149.3	\$8,204.5	\$8,079.0	\$8,012.2	\$7,000.3	\$6,487.0
- Noncontrolling interest expense in operating results of majority-owned subsidiaries less equity in undistributed operating results of less than 50%-owned affiliates	4.9	6.7	9.0	11.1	13.3	10.4	7.5
- Income tax provision (benefit) of 50%-owned affiliates included in income from continuing operations before provision for income taxes	9.7	23.6	23.8	64.0	65.5	28.7	47.7
- Portion of rent charges (after reduction for rental income from subleased properties) considered to be representative of interest factors*	284.0	279.3	374.6	358.1	339.4	315.4	302.8
- Interest expense, amortization of debt discount and issuance costs, and depreciation of capitalized interest*	441.6	408.9	548.9	550.1	520.5	479.1	504.5
	<u>\$6,516.1</u>	<u>\$6,867.8</u>	<u>\$9,160.8</u>	<u>\$9,062.3</u>	<u>\$8,950.9</u>	<u>\$7,833.9</u>	<u>\$7,349.5</u>
<b>Fixed charges</b>							
- Portion of rent charges (after reduction for rental income from subleased properties) considered to be representative of interest factors*	\$ 284.0	\$ 279.3	\$ 374.6	\$ 358.1	\$ 339.4	\$ 315.4	\$ 302.8
- Interest expense, amortization of debt discount and issuance costs*	429.4	396.2	532.1	532.8	503.0	461.5	486.9
- Capitalized interest*	11.1	11.7	15.6	16.1	14.0	12.0	11.9
	<u>\$ 724.5</u>	<u>\$ 687.2</u>	<u>\$ 922.3</u>	<u>\$ 907.0</u>	<u>\$ 856.4</u>	<u>\$ 788.9</u>	<u>\$ 801.6</u>
<b>Ratio of earnings to fixed charges</b>	<u>8.99</u>	<u>9.99</u>	<u>9.93</u>	<u>9.99</u>	<u>10.45</u>	<u>9.93</u>	<u>9.17</u>

\* Includes amounts of the Company and its majority-owned subsidiaries, and one-half of the amounts of 50%-owned affiliates. The Company records interest expense on unrecognized tax benefits in the provision for income taxes. This interest is not included in the computation of fixed charges.

**Rule 13a-14(a) Certification of Chief Executive Officer**

I, Donald Thompson, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of McDonald's Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2014

/s/ Donald Thompson

Donald Thompson

*President and Chief Executive Officer*

**Rule 13a-14(a) Certification of Chief Financial Officer**

I, Peter J. Bensen, certify that:

- (1) I have reviewed this quarterly report on Form 10-Q of McDonald's Corporation;
- (2) Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
- (3) Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
- (4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
- (5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 3, 2014

/s/ Peter J. Bensen

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Peter J. Bensen

*Corporate Senior Executive Vice President and  
Chief Financial Officer*

**Certification pursuant to 18 U.S.C. Section 1350 by the Chief Executive Officer, as adopted pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of McDonald's Corporation (the "Company"), does hereby certify, to such officer's knowledge, that the Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2014

/s/ Donald Thompson

Donald Thompson

*President and Chief Executive Officer*

**Certification pursuant to 18 U.S.C. Section 1350 by the Chief Financial Officer, as adopted pursuant to  
Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code), the undersigned officer of McDonald's Corporation (the "Company"), does hereby certify, to such officer's knowledge, that the Quarterly Report on Form 10-Q for the quarter ended September 30, 2014 of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: November 3, 2014

/s/ Peter J. Bensen

Peter J. Bensen

*Corporate Senior Executive Vice President and  
Chief Financial Officer*