



FRANCHISE DISCLOSURE DOCUMENT

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BASKIN-ROBBINS FRANCHISING LLC

a Delaware limited liability company

Three Glenlake Parkway

Atlanta, Georgia 30328

(678) 514-4100

franchiseinfo@baskinrobbins.com

www.baskinrobbinsfranchising.com

The Franchisor is Baskin-Robbins Franchising LLC (“we” or “us”). We develop, operate, and franchise retail restaurants utilizing the Baskin-Robbins system. Our franchised restaurants sell Baskin-Robbins ice cream and related frozen products, as well as other food items and products compatible with our concept.

The total investment necessary to begin operation of a Baskin Robbins franchise ranges from \$307,400 to \$622,600. This includes a range of \$28,300 to \$34,250 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Baskin-Robbins Franchise Development Department, Three Glenlake Parkway, Atlanta, Georgia 30328 and (678) 514-4100.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "[A Consumer's Guide to Buying a Franchise](#)," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issued: March 27, 2025

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

| QUESTION | WHERE TO FIND INFORMATION |
|--|---|
| How much can I earn? | Item 19 may give you information about outlet sales, costs, profits, or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits I and J. |
| How much will I need to invest? | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| Does the franchisor have the financial ability to provide support to my business? | Item 21 or Exhibit B includes financial statements. Review these statements carefully. |
| Is the franchise system stable, growing, or shrinking? | Item 20 summarizes the recent history of the number of company-owned and franchised outlets. |
| Will my business be the only Baskin-Robbins in my area? | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you. |
| Does the franchisor have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What's it like to be a Baskin-Robbins franchisee? | Item 20 or Exhibits I and J lists current and former franchisees. You can contact them to ask about their experiences. |
| What else should I know? | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and store development agreement require you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation in the state in which the restaurant is located. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in the state in which the restaurant is located than in your own state.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

**THE FOLLOWING PROVISIONS APPLY ONLY TO
TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (1) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.
 - (2) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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ITEM 1:
THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document, “we” or “us” means Baskin-Robbins Franchising LLC. “You” means the person or entity that buys the franchise. If you are a corporation, partnership, or other entity, each person or entity holding a direct or indirect ownership interest in you must sign a guaranty, which means all the provisions of the Store Development Agreements (Exhibit D-1 and Exhibit D-2) and Franchise Agreements (Exhibit C-1 and Exhibit C-2) also will apply to them individually.

The Franchisor

We are a Delaware limited liability company formed on March 15, 2006. Our principal place of business is Three Glenlake Parkway, Atlanta, Georgia 30328. We currently do business under our name, Baskin-Robbins Franchising LLC, and our brand name “Baskin-Robbins” and “BR.” The Baskin-Robbins brand began in 1946 and we, through our predecessors, have offered Baskin-Robbins franchises since 1948. As of December 29, 2024, there were 2,245 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,245 restaurants, 974 were single-branded Baskin-Robbins restaurants, 2 was a Baskin-Robbins restaurants operating at a Multi-Brand Location (defined below), and 1,269 were Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of December 29, 2024, there 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

We have not offered franchises in any other line of business, we have never operated a Baskin-Robbins Restaurant, and except as described in this FDD, we have no other business activities. If we have an agent for services of process, we disclose that agent in Exhibit A.

The Baskin-Robbins® Franchise

We grant franchise for restaurants that feature ice cream, ice cream cakes, related frozen products, and other food and beverage products under the Proprietary Marks (defined below) and System (defined below) (each a “Baskin-Robbins Restaurant”).

We call the Baskin-Robbins Restaurant that you will operate under the Franchise Agreement your “Restaurant.” Your Restaurant will offer the Menu Items (defined below) from a location we accept (together with the parking area or other real estate appurtenant to the Restaurant, the “Premises”), and under the Proprietary Marks and System, all of which we may change periodically. “Menu Items” means the ice cream, ice cream cakes, related frozen products, and other food and beverage products prepared according to our specified recipes and procedures, as we may modify from time to time and authorize for sale at your Restaurant. “System” means the Baskin-Robbins Restaurant franchise system, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

We offer to qualified entities the right to develop and operate Baskin-Robbins Restaurants from non-traditional locations, including hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and big box super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers (collectively, “Special Distribution Opportunities” or “SDO”). If the Restaurant is located at an SDO location, “Premises” includes the Restaurant, any storage, seating or common areas used in connection with the Restaurant. If you wish to develop one or more Baskin-Robbins Restaurants that

will be operated from an SDO location, you will sign our then-current form of Franchise Agreement and Non-Traditional Rider to the Franchise Agreement, which is attached to this disclosure document as Exhibit C-3 (the “Non-Traditional Rider”), for each Restaurant developed at an SDO location.

We also offer to qualified prospects the right to develop multiple Baskin-Robbins Restaurants within a designated territory (“Store Development Area” or “SDA”) under the terms of the Store Development Agreement (Exhibit D-1). The Store Development Agreement will specify the number of Baskin-Robbins Restaurants you will develop over a specified period (“Development Schedule”). Certain Baskin-Robbins Restaurants operated from SDO locations may count towards your Development Schedule. Under the terms of the Store Development Agreement, you or an approved subsidiary must develop the Baskin-Robbins Restaurants in the Store Development Area, and sign our then-current form of Franchise Agreement for each Baskin-Robbins Restaurant developed under to the Store Development Area. However, if you fully comply with the Store Development Agreement, each Franchise Agreement developed under to the Store Development Agreement will reflect the initial franchise fee specified in Item 5.

The Dunkin’ + Baskin-Robbins Combo Franchise

In addition to Baskin-Robbins Restaurants, we and our affiliate, Dunkin’ Donuts Franchising LLC (“DD”), grant franchises to develop and operate restaurants under the System and the Dunkin’® system, offering and selling Menu Items and Dunkin’ menu items, and using both the Proprietary Marks and the Dunkin’ trademarks (each a “Combo Restaurant”). We use the term “Combo Restaurant” to refer to the Restaurant that you will operate under the Combo Franchise Agreement (Exhibit C-2). We refer to the Franchise Agreement and Combo Franchise Agreement collectively as the “Franchise Agreement” throughout this Disclosure Document. If you are offered that opportunity, you will receive a separate FDD from DD.

We also offer to qualified prospects the right to develop multiple Combo Restaurants within a Store Development Area under the terms of the “Combo Store Development Agreement” (Exhibit D-2). The Combo Store Development Agreement will specify the Development Schedule. Either you or an approved subsidiary may develop the Combo Restaurants in the Store Development Area. Under the terms of the Combo Store Development Agreement, you or an approved subsidiary must develop the Combo Restaurants in the Store Development Area, and sign our then-current form of Combo Franchise Agreement for each Combo Restaurant developed under to the Combo Store Development Area. However, if you fully comply with the Combo Store Development Agreement, each Combo Franchise Agreement developed under to the Store Development Agreement will reflect the initial franchise fee specified in Item 5. We refer to the Store Development Agreement and Combo Store Development Agreement collectively as the “Store Development Agreement” throughout this Disclosure Document.

Multi-Brand Locations

We have an arrangement with Arby’s Franchisor, LLC, Buffalo Wild Wings International, Inc., Jimmy John’s Franchisor SPV, LLC, and Sonic Franchising LLC (each an “Other Franchisor”) whereby we, together with the applicable Other Franchisor(s), may offer certain qualified prospects the right to develop and operate a Baskin-Robbins Restaurant at the same location as, and in combination with, an Arby’s® restaurant, Buffalo Wild Wings® Sports Bar, BWW-GO® restaurant, Jimmy John’s® restaurant, and/or Sonic® restaurant (collectively, the “Other Restaurants” and together with a Baskin-Robbins Restaurant, the “Multi-Brand Location”).

Each Multi-Brand Location will offer and sell a range of products authorized to be sold under the System and Proprietary Marks, and the franchise system and trademarks of the Other Franchisor(s). The

Baskin-Robbins Restaurant and Other Restaurant(s) operating from the Multi-Brand Location may require separate point of sale systems, employees, uniforms, branding, and more for each restaurant.

To operate a Baskin-Robbins Restaurant at a Multi-Brand Location, you (and/or your affiliate) must (i) enter into a Franchise Agreement and the Multi-Brand Addendum attached to this disclosure document as Exhibit C-5 (the “Multi-Brand Addendum” or “MBA”) with us for the operation of a Baskin-Robbins Restaurant, and (ii) enter into a franchise or license agreement and multi-brand addendum for the applicable Other Restaurant(s) with each applicable Other Franchisor for the operation of the Other Restaurant (collectively, each an “Other Franchise Agreement”). We will not grant you the right to operate a Baskin-Robbins Restaurant at a Multi-Brand Location unless each applicable Other Franchisor grants you the right to operate the Other Restaurant and permits that Other Restaurant to be operated at a Multi-Brand Location. The terms each Other Franchisor’s franchise offering, franchise agreement or license agreement, and related agreements are disclosed in the Other Franchisor’s franchise disclosure document, which you must obtain from that Other Franchisor. Unless otherwise noted, the disclosures in this disclosure document apply to Baskin-Robbins Restaurants that are operated at Multi-Brand Locations.

Market and Competition

Your Restaurant and/or Combo Restaurant will offer products and services to the general public throughout the year and compete with other national and regional chains and local restaurants that sell similar products and services. The market for Baskin-Robbins products and services is well developed and very competitive. Despite this competition, we believe Baskin-Robbins Restaurants appeal to consumers because of the System and the quality of products and services offered from Baskin-Robbins Restaurants and Combo Restaurants.

Laws, Rules, and Regulations

You will have to comply with all federal, state and local laws, including minimum wage laws, health and sanitation laws, marketing and anti-solicitation practices (including the Telephone Consumer Protection Act, CAN-SPAM Act, the Telemarketing Sales Rule), and other laws such as menu labeling laws that apply to restaurants in general. You also will have to comply with all other federal, state and local laws and regulations that apply generally to all businesses. We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of legal counsel.

Our Predecessors, Parents, and Certain Affiliates

We are a wholly-owned, indirect subsidiary of DB Master Finance LLC (“DB Master Finance”) and DB Master Finance Parent LLC (“DB Master Finance Parent”), and both are Delaware limited liability companies with the same principal business address as us. DB Master Finance Parent absolutely and unconditionally guarantees to assume our duties and obligations under the Store Development Agreement and Franchise Agreement.

Another one of our parent companies, Dunkin’ Brands, Inc. (“Dunkin’ Brands”), is a Delaware corporation with the same principal business address as us. Under a securitization financing transaction that closed in 2015 (the “Securitization Transaction”), Dunkin’ Brands signed a management agreement with us and certain of our affiliates to perform our obligations under the Store Development Agreements and Franchise Agreements and provide other support to the System. We pay management fees to Dunkin’ Brands for these services. As the franchisor, we are responsible and accountable to you to make sure that all of our obligations under your Store Development Agreement and Franchise Agreement are performed in compliance with the respective agreements, regardless of whether we, Dunkin’ Brands, or another third-party performs those services on our behalf. DB Master Finance and various entities affiliated with DB

Master Finance have entered into additional secured financing transactions subsequent to the Securitization Transaction, and may enter into other securitization and other financing transactions in the future. As a result of these transactions, there have been certain restructuring of various DB Master Finance affiliates, which are described in this Item 1.

Each of the affiliates listed in the table below provide products or services to Baskin-Robbins franchisees. Unless otherwise specified below, each affiliate is a Delaware limited liability company, has the same principal business address as us, and have not granted franchises in any line of business:

| Affiliate | Primary Purpose |
|---|---|
| DDBR International LLC (formed March 2006) | Purchases ice cream and re-sells to certain franchisees, and franchises restaurants in China. |
| Baskin-Robbins International LLC (formed July 1976) | Conducts certain international business relating to the <i>Baskin-Robbins</i> brand. |
| DB Real Estate Assets I LLC (formed March 2006) | Leases or subleases real estate to Dunkin' franchisees. |
| DB Real Estate Assets II LLC (formed March 2006) | Leases or subleases real estate to Dunkin' franchisees. |
| SVC Service II Inc. (Tennessee corporation formed March 2020) | Collects and manages stored value card funds. |
| DBLF LLC (formed June 2020) | Collects and reconciles loyalty purchases and redemptions. |

Inspire Brands Affiliated Programs

Another of our parent companies is Inspire Brands, Inc. ("Inspire Brands"), whose principal business address is the same as ours. Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby's brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliates who own and administer the network of franchised and company-owned restaurants operating under the Arby's, Buffalo Wild Wings, Buffalo Wild Wings-GO, Jimmy John's, Sonic, Dunkin' and Baskin-Robbins brands. Unless otherwise stated, all Inspire Brands' subsidiaries share our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for Baskin-Robbins Restaurants or offered franchises in any other line of business.

Arby's Franchisor, LLC ("Arby's Franchisor") is the franchisor of Arby's restaurants in the United States and certain countries internationally. Arby's Restaurants offer a variety of high-quality proteins and sides, including slow-roasted, freshly-sliced roast beef, curly fries and shakes. Arby's Franchisor has offered franchises for Arby's restaurants since December 2015, but its predecessors have been franchising Arby's restaurants since 1965. Predecessors and former affiliates of Arby's Franchisor have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamon's® stores that served gourmet baked goods. All of the T.J. Cinnamon's locations have closed. As of December 29, 2024, there were 3,365 Arby's restaurants operating in the United States (2,286 franchised, including 1 franchised Arby's restaurant operating at a Multi-Brand Location, and 1,079 company-owned).

Buffalo Wild Wings International, Inc. ("BWWI") is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic

and other beverages, and related services under the Buffalo Wild Wings name (“Buffalo Wild Wings Sports Bars”) and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name (“BWW-GO Restaurants”). BWWI has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of December 29, 2024, there were 1,183 Buffalo Wild Wings Sports Bars operating in the United States (538 franchised and 645 company-owned). As of December 29, 2024, there were 140 BWW-GO Restaurants operating in the United States (90 franchised and 50 company-owned).

Dunkin’ Donuts Franchising LLC (“DD”) is the franchisor of Dunkin’ restaurants in the United States and certain international territories. Dunkin’ restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin’ restaurants, and BR has offered franchises for Baskin-Robbins restaurants, since March 2006. As of December 29, 2024, there were 9,768 Dunkin’ restaurants operating in the United States (9,734 franchised and 34 company-owned). Of those 9,768 restaurants, 8,480 were single-branded Dunkin’ restaurants, 18 were franchised Dunkin’ restaurants operating at Multi-Brand Locations, 1 was a company-owned Dunkin’ restaurant operating at a Multi-Brand Location, and 1,269 were franchised Dunkin’ and Baskin-Robbins combo restaurants.

Jimmy John’s Franchisor SPV, LLC (“JJF”) is a franchisor of restaurants operating under the JIMMY JOHN’S® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. JJF became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. JJF and its predecessor have been franchising since 1993. JJF has not offered franchises in any other line of business. As of December 29, 2024, there were 2,689 JIMMY JOHN’S® Restaurants operating in the United States (2,647 franchised and 42 company-owned). Of those 2,689 restaurants, 2,668 were single-branded Jimmy John’s restaurants, 20 were franchised Jimmy John’s restaurants operating at Multi-Brand Locations, and 1 was a company-owned Jimmy John’s restaurant operating at a Multi-Brand Location.

Sonic Franchising LLC (“Sonic”) became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of December 29, 2024, there were 3,461 Sonic restaurants operating in the United States (3,144 franchised and 317 company-owned), all of which were single-branded Sonic restaurants. As of December 29, 2024, there were no Sonic restaurants operating internationally.

Inspire International, Inc. (“Inspire International”) was incorporated under the name BWLD Global III, Inc. As part of an internal restructuring, BWLD Global III, Inc. merged with Arby’s International, Inc. and Sonic International, Inc. and, as the surviving entity, changed its name to Inspire International, Inc. Inspire International has offered franchises and master franchises for Buffalo Wild Wings Sports Bars, Arby’s Restaurants, Sonic restaurants, and/or Jimmy John’s restaurants operating outside the United States since its formation in October 2019. As of December 29, 2024, internationally and in Puerto Rico, there were 231 franchised Arby’s restaurants, 65 franchised Buffalo Wild Wings or B-Dubs restaurants, and 5 franchised Jimmy John’s restaurants.

In addition to DD and BR, the following affiliates offer franchises for Dunkin’ and/or Baskin-Robbins restaurants internationally: DB Canadian Franchising ULC (“DB Canada”), DDBR International LLC (“DB China”), DD Brasil Franchising Ltda. (“DB Brasil”), DB Mexican Franchising LLC (“DB Mexico”), and BR UK Franchising LLC (“BR UK”). DB Canada has

offered Baskin-Robbins franchises in Canada since its formation in March 2006. DB Brasil has offered a Dunkin' franchises in Brazil since its formation in May 2014. DB Mexico has offered Dunkin' franchises in Mexico since its formation in October 2006. BR UK has offered Baskin-Robbins franchises in the UK since its formation in December 2014. As of December 29, 2024, there were 4,328 single-branded franchised Dunkin' restaurants operating and 5,651 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Other Affiliated Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, we are affiliated with the following franchise programs ("Affiliated Programs"). None of these affiliates operate a Baskin-Robbins franchise.

GoTo Foods Inc. ("GoTo Foods") is the indirect parent company to seven franchisors, including: Auntie Anne's Franchisor SPV LLC ("Auntie Anne's"), Carvel Franchisor SPV LLC ("Carvel"), Cinnabon Franchisor SPV LLC ("Cinnabon"), Jamba Juice Franchisor SPV LLC ("Jamba"), McAlister's Franchisor SPV LLC ("McAlister's"), Moe's Franchisor SPV LLC ("Moe's"), and Schlotzsky's Franchisor SPV LLC ("Schlotzsky's"). All seven GoTo Foods franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2024, there were 1,182 franchised and 11 affiliate-owned Auntie Anne's shops in the United States and 815 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2024, there were 336 franchised Carvel shoppes in the United States and 39 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2024, there were 1,002 franchised and 28 affiliate-owned Cinnabon bakeries in the United States, 1,040 franchised Cinnabon bakeries outside the United States, and 193 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2024, there were 726 franchised Jamba stores and one affiliate-owned Jamba store in the United States and 61 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2024, there were 524 franchised and 36 affiliate-owned McAlister's restaurants in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2024, there were 591 franchised and five affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2024, there were 280 franchised and 28 affiliate-owned Schlotzsky's restaurants in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, 2024, there were 525 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2024, there were 1,009 Massage Envy locations operating in the United States, including 1,000 operated as total body care Massage Envy businesses and 9 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2024, there were nine regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program

through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 27, 2025, there were 202 company-operated Hardee's restaurants and there were 1,369 domestic franchised Hardee's restaurants, including 129 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 473 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 27, 2025, there were 50 company-operated Carl's Jr. restaurants, and there were 982 domestic franchised Carl's Jr. restaurants, including 218 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 687 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("Driven Holdings") is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC ("Meineke"), Maaco Franchisor SPV LLC ("Maaco"), Merlin Franchisor SPV LLC ("Merlin"), Econo Lube Franchisor SPV LLC ("Econo Lube"), 1-800-Radiator Franchisor SPV LLC ("1-800-Radiator"), CARSTAR Franchisor SPV LLC ("CARSTAR"), Take 5 Franchisor SPV LLC ("Take 5"), ABRA Franchisor SPV LLC ("ABRA") and FUSA Franchisor SPV LLC ("FUSA"). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 28, 2024, there were 714 franchised Meineke centers, 18 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 28, 2024, there were 363 franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 28, 2024, there were 14 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 28, 2024, there were eight Econo Lube N' Tune

franchises and nine Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 28, 2024, there were 193 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 28, 2024, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 28, 2024, there were 471 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 28, 2024, there were 432 franchised Take 5 outlets and 710 affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December 28, 2024, there were 55 franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 28, 2024, there were 212 franchised Fix Auto repair shops operating in the United States.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December 28, 2024, there were: (i) 14 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 17 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 317 franchised CARSTAR facilities and one company-owned CARSTAR facility in Canada; (v) 32 franchised Take 5 outlets and seven company-owned Take 5 outlets in Canada; (vi) 71 franchised UniglassPlus businesses, 27 franchised UniglassPlus/Ziebart businesses, and five franchised Uniglass Express businesses in Canada, and one company-owned UniglassPlus business and one company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, 56 franchised VitroPlus/Ziebart businesses and three franchised Vitro Express businesses in Canada, and one company-owned VitroPlus business and one company-owned VitroPlus/Ziebart business in Canada; (viii) 31 franchised Docteur du Pare Brise businesses and two company-owned Docteur du Pare Brise businesses in Canada; (ix) 11 franchised Go! Glass & Accessories businesses and no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December 28, 2024, there were more than 224 repair locations operating under the AUTOGLASSNOW® name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

ServiceMaster Systems LLC is the direct parent company to three franchisors operating five franchise brands in the United States: Merry Maids SPE LLC ("Merry Maids"), ServiceMaster Clean/Restore SPE LLC ("ServiceMaster") and Two Men and a Truck SPE LLC ("Two Men and a Truck"). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2024, there were 796 Merry Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2024, there were 585 ServiceMaster Clean franchises, and 1,995 ServiceMaster Restore franchises in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2024, there were 339 Two Men and a Truck franchises and three company-owned Two Men and a Truck businesses in the United States. As of December 31, 2024, there were 62 Two Men and a Junk Truck franchises in the United States.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, ServiceMaster of Canada Limited offers franchises in Canada, ServiceMaster Limited offers franchises in Great Britain, and Two Men and a Truck offers franchises in Canada and Ireland.

NBC Franchisor LLC (“NBC”) franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC’s predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2024, there were 643 Nothing Bundt Cake franchises and 17 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Franchisor, LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2024, there were 995 franchised and 4 affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2024, there were 100 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, 2024, there were 91 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC (“i9”), SafeSplash Brands, LLC also known as “Streamline Brands”), and School of Rock Franchising LLC (“School of Rock”). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2024, there were 264 i9 Sports franchises in the United States.

Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2024,

there were 102 franchised and 29 affiliate-owned SafeSplash Swim School outlets (including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2024, there were 254 franchised and 49 affiliate-owned School of Rock schools in the United States and 92 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("Subway") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024, there were 19,502 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

None of the affiliated franchisors listed above are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

ITEM 2: BUSINESS EXPERIENCE

Board of Managers and Inspire Brands' Chief Executive Officer: Paul Brown

Mr. Brown has been a Member of our Board of Managers in Atlanta, Georgia since December 2020. He also has been Inspire Brands' Chief Executive Officer in Atlanta, Georgia since its formation in February 2018.

Brand Head – Baskin-Robbins: Jerid Grandinetti

Mr. Grandinetti has been our Brand Head – Baskin-Robbins in Canton, Massachusetts since February 2025. He previously served as our Vice President – Marketing & Culinary in Canton, Massachusetts from February 2024 to January 2025. Before that, he held several positions with us, including Vice-President, Baskin-Robbins Marketing from January 2022 to February 2024 and Director, International Brand Marketing from December 2017 to January 2022, each in Canton, Massachusetts.

Chief Technology Officer of Inspire Brands: Yasir Anwar

Mr. Anwar has been Inspire Brands' Chief Technology Officer in Atlanta, Georgia since May 2024. He previously served as Chief Technology and Digital Officer of Williams Sonoma in San Francisco, California from February 2018 to February 2024.

Chief Information Security Officer of Inspire Brands: Haddon Bennett

Mr. Bennett has been Inspire Brands' Chief Information Security Officer in Atlanta, Georgia since December 2019.

Chief Growth Officer of Inspire Brands: Christian Charnaux

Mr. Charnaux has been the Chief Growth Officer of Inspire Brands in Atlanta, Georgia since April 2018.

Chief Supply Officer of Inspire Brands: Joel Blanchard

Mr. Blanchard has been Inspire Brands' Chief Supply Officer in Atlanta, Georgia since March 2025. He previously served as Inspire Brands' Senior Vice President – GPO & Brand Supply Chain in Atlanta, Georgia from April 2022 to March 2025. Before that, he held several positions with Georgia-Pacific in Atlanta, Georgia, including Vice President-Strategic Sourcing and Procurement from July 2021 to April 2022 and Vice President-Category Supply Chain from June 2019 to July 2021.

Chief Financial Officer, Assistant Secretary, and Board of Managers: Katherine Jaspon

Ms. Jaspon has been a Member of our Board of Managers in Atlanta, Georgia since April 2017. She also has been our Chief Financial Officer in Atlanta, Georgia and Canton, Massachusetts since April 2017, and our Assistant Secretary in Atlanta, Georgia since February 2024. She also has been Inspire Brands' Chief Financial Officer and Assistant Secretary in Atlanta, Georgia since July 2021. Before that, she held several positions with DD and BR in Canton, Massachusetts, including Manager from April 2017 to December 2020 and Vice President, Finance from September 2014 to April 2017.

Chief Commercial and Restaurant Officer of Dunkin' Brands: Daniel Lynn

Mr. Lynn has been Dunkin' Brands' and Inspire Brands' Chief Commercial and Restaurant Officer since August 2022, each in Atlanta, Georgia.

Chief Development Officer: Jason Maceda

Mr. Maceda has been our Chief Development Officer in Canton, Massachusetts since January 2024. He also has been Inspire Brands' Chief Development Officer in Canton, Massachusetts since January 2024. He previously was Inspire Brands' Senior Vice President, Franchise Development in Canton, Massachusetts from September 2022 to January 2024. Additionally, he previously held several positions with us in Canton, Massachusetts, including President, Baskin-Robbins from December 2020 to September 2022, Senior Vice President, and Baskin-Robbins U.S. and Canada from June 2017 to December 2020.

Chief Brand Officer: Scott Murphy

Mr. Murphy has been our Chief Brand Officer in Canton, Massachusetts since November 2023. He has also been Inspire Brands' Chief Brand Officer in Canton, Massachusetts since November 2023. He previously held many positions with DD, including President from December 2020 to November 2023, President, Dunkin' Americas from December 2019 to December 2020, Chief Operating Officer, and Dunkin' U.S. from January 2018 to December 2019, each in Canton, Massachusetts.

Chief Administrative Officer, General Counsel, Secretary and Board of Managers: Nils H. Okeson

Mr. Okeson has been a Member of our Board of Managers since December 2020, our General Counsel since October 2021, and our Chief Administrative Officer and Secretary since February 2024, each in Atlanta, Georgia. Mr. Okeson has been Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since February 2018.

Senior Vice President – Franchise Optimization of Inspire Brands: Luigi C. Beccarelli

Mr. Beccarelli has been Inspire Brands' Senior Vice President – Franchise Optimization since June 2024. He previously served as ARG's Chief Operating Officer – Arby's from September 2022 to May 2024. Before that, he held several positions with DD in Canton, Massachusetts, including Regional Vice President, Division Lead from April 2022 to September 2022, Regional Vice President, Northeast from December 2021 to March 2022, and Regional Vice President, Operations and Development from March 2014 to December 2021.

Senior Vice President – Franchise Finance of Inspire Brands: Dennis McCarthy

Mr. McCarthy has been our Senior Vice President – Franchise Finance in Canton, Massachusetts since May 2022. He has also been Inspire Brands' Senior Vice President – Finance in Canton, Massachusetts since May 2022. He previously served as Inspire Brands' Vice President Finance – Beverage and Snacking from December 2020 to April 2022 in Canton, Massachusetts. Before that, he held various positions with Dunkin' Brands, including Vice President of Corporate FP&A and Brand Finance from July 2018 to December 2020 in Canton, Massachusetts.

Senior Vice President – Operations Excellence of Inspire Brands: Vans Nelson

Mr. Nelson has been Inspire Brands' Senior Vice President – Operations Excellence since January 2025. He previously served as Inspire Brands' Senior Vice President - Operations Innovation in Atlanta, Georgia from March 2022 to January 2025. Before that, he served as ARG's Senior Vice President, Operations in Atlanta, Georgia from February 2009 to March 2022.

Vice President – Franchise Operations: Francis Ashwin

Mr. Ashwin has been our Vice President – Franchise Operations in Canton, Massachusetts since September 2022. He previously was our Director of Operations in Canton, Massachusetts from June 2016 to September 2022.

Vice President – Restaurant Portfolio Management: William Duffy

Mr. Duffy has been our Vice President – Restaurant Portfolio Management in Atlanta, Georgia since January 2025. He has also been Inspire Brands' Vice President – Restaurant Portfolio Management in Atlanta, Georgia since its formation in February 2018.

Vice President – Franchise Operations: Kelly Fish

Ms. Fish has been our Vice President – Franchise Operations in Canton, Massachusetts since April 2022. She previously was our Director of Franchise Operations in Canton, Massachusetts from July 2016 to March 2022.

Vice President – Franchise Operations: Peter Green

Mr. Green has been our Vice President – Franchise Operations in New York, New York since December 2021. He previously was our Regional Vice President, Operations and Development in New York, New York from October 2016 to December 2021.

Vice President – Construction Programs & Services: Volker Heimeshoff

Mr. Heimeshoff has been our and Inspire Brands' Vice President – Construction Programs & Services in Atlanta, Georgia since June 2022. Before that, he was self-employed as an Executive Project Consultant in Bentonville, Arkansas from April 2022 to May 2022.

Vice President – Real Estate: Russell Holland

Mr. Holland has been our Vice President – Real Estate in Atlanta, Georgia since February 2024. He also has been Inspire Brands' Vice President – Real Estate in Atlanta, Georgia since December 2019.

Vice President – Architecture & Design of Inspire Brands: Laura Ivanishvili

Ms. Ivanishvili has been Inspire Brands' Vice President – Architecture & Design in Atlanta, Georgia since March 2023. She previously was self-employed as a consultant in Bentonville, Arkansas from November 2022 to March 2023. Before that, she previously served as Walmart's Senior Director, Architecture & Engineering in Bentonville, Arkansas from January 2018 to November 2022.

Vice President – Franchise Operations: Allyson Peck

Ms. Peck has been our Vice President – Franchise Operations in Canton, Massachusetts since March 2024. She previously served as BR's Vice President – Franchise Operations in Canton, Massachusetts from April 2023 to March 2024. Before that, she served as Starbucks Coffee Company's Vice President of Retail Operations in Seattle, Washington from March 2020 to June 2022.

Vice President – Franchise Counsel: Lisa Storey

Ms. Storey has been Inspire Brands' Vice President – Franchise Counsel, in Atlanta, Georgia, since March 2020 and has been our Vice President – Franchise Counsel since October 2021. She previously was our and Inspire Brands' Vice President, Franchise, HR & Litigation Counsel from February 2018 to February 2020.

Vice President – Franchise Operations: Robert Wiggins

Mr. Wiggins has been our Vice President – Franchise Operations in Canton, Massachusetts since February 2024. Mr. Wiggins is also Dunkin' Brands' Vice President – Franchise Operations in Canton, Massachusetts since December 2021. He previously held several positions with Dunkin' Brands, including Vice President, Dunkin' Operating Systems & National Operations from January 2019 to December 2021 and Regional Vice President, Mid-Atlantic/New York from February 2011 to January 2019, each in Canton, Massachusetts.

Vice President – Franchise Health of Inspire Brands: Tim Asire

Mr. Asire has been Inspire Brands' Vice President – Franchise Health since January 2025. He previously served as Vice President – Franchise Health from February 2021 to December 2024. Before that,

he held several positions with JJ in Champaign, Illinois, including Chief Compliance Officer and Vice President, Operations from January 2006 to January 2021, each in Champaign, Illinois.

Vice President – Brand Training of Inspire Brands: Kelli Holmes

Ms. Holmes has been Inspire Brands’ Vice President – Brand Training in Canton, Massachusetts since January 2025. She previously held several positions with DD, including Vice President – Training and Development from February 2024 to December 2024, Vice President – Learning from August 2022 to February 2024, Senior Director, Learning Strategy and Deployment from October 2021 to August 2022, and Senior Director, Operating Systems from January 2018 to October 2021, each in Canton, Massachusetts.

Senior Director – Franchise Development of Inspire Brands: Theresa Rivello

Ms. Rivello has been Inspire Brands’ Senior Director – Franchise Development in Atlanta, Georgia since January 2023. She previously served as Inspire Brands’ Director, Strategy and New Business Development – Non-Traditional from September 2020 to January 2023, in Atlanta, Georgia.

Senior Director – Restaurant Experience of Inspire Brands: Jenna Hall

Ms. Hall has been Inspire Brands’ Senior Director – Restaurant Experience since January 2025. She previously served as our Director – Field Training & Operating Services in Atlanta, Georgia from December 2021 to December 2024 and Dunkin’ Brands’ Director – Operating Systems and Field Learning in Canton, Massachusetts from November 2016 to December 2021.

Senior Director – Field Training, Baskin-Robbins & Jimmy John’s of Inspire Brands: Kimberly Landry

Ms. Landry has been Inspire Brands’ Senior Director – Field Training, Baskin-Robbins & Jimmy John’s in Champaign, Illinois since January 2025. She previously served as Director – Jimmy John’s Training Development of Inspire Brands in Champaign, Illinois from October 2019 to December 2024. Before that, she was Director – Jimmy John’s Training Development for Jimmy John’s Enterprises, Inc. in Champaign, Illinois from May 2000 to October 2019.

Senior Director – Franchise Operations of Inspire Brands: Dominic Laskero

Mr. Laskero has been Inspire Brands’ Senior Director – Franchise Operations in Atlanta, Georgia since January 2025. He previously served as a Director of Operations in Atlanta, Georgia from December 2021 to January 2025 and a Director of Operations in Canton, Massachusetts from January 2000 to December 2021.

ITEM 3:
LITIGATION

Pending Litigation

The following actions are pending against us, a predecessor, a parent or affiliate that guarantees our performance, an affiliate who offers franchises under the Proprietary Marks, or a person identified in Item 2:

Fahrad Salari Lak, Lock Bakeries, Incorporated and F and J Holdings, Inc. v. Dunkin’ Donuts Franchising LLC, et al., (Case No. GD 09 13755), Court of Common Pleas of Allegheny County, Pennsylvania, filed on September 28, 2011. This dispute involves contracts to supply bakery products to a

Dunkin' network of restaurants in the Pittsburgh market. Fahrads Salari Lak, Lock Bakeries, Incorporated and F and J Holdings, Inc. (the "Fahrads Plaintiffs") claim that, on December 31, 2006, defendants entered into an Approved Bakery Manufacturers Agreement with Pittsburgh Baker's Dozen for a kitchen to the west of the city and with plaintiff, Fahrads Salari Lak, for a kitchen to be developed to the east of the city making up the Pittsburgh Supply Plan. Fahrads Plaintiffs claim that they invested hundreds of thousands of dollars to develop both kitchens. Fahrads Plaintiffs also claim that Pittsburgh Baker's Dozen ran into financial difficulties and that defendants encouraged them to take over the eastern bakery ownership. No written agreements were entered into in connection with these activities. Fahrads Plaintiffs claim that they acted upon promises and assurances by defendants that they would be supplying donuts for Dunkin' franchisees under the Pittsburgh Supply Plan. Fahrads Plaintiffs claim that, at some point, Dunkin' advised them that it had approved a "new option" for defendant Heartland that would allow it to purchase unfinished "frozen pre-fried" donuts instead of fresh baked donuts. Fahrads Plaintiffs further assert that Dunkin', knowing of Fahrads Plaintiffs' reliance on Dunkin's promises to them, inquired as to what damages they had incurred as a result of their reliance upon the continued assurances that they would be supplying fresh baked products and other goods to Heartland's stores. At that point, Fahrads Plaintiffs ceased development of the eastern bakery, did not continue with the purchase on the western bakery premises, and filed this lawsuit. Claims as to Dunkin' are promissory estoppel and fraud. However, the trial court granted Dunkin's motion for summary judgment, striking Fahrads Plaintiffs' damage claims for lost profits from the bakery and limiting any potential recovery to out of pocket expenses and lost business opportunities. Discovery in this case is ongoing and no trial date has been set. Defendants deny the claims alleged by Fahrads Plaintiffs and intend to vigorously defend the case.

Litigation Commenced by Baskin-Robbins in the Past Fiscal Year Against Franchisees

The following actions brought by us against one or more franchisees involving the franchise relationship in the last fiscal year:

Breach of Contract and Trademark Infringement Claims:

Baskin-Robbins Franchising LLC and BR IP Holder LLC v. Blu Moo Ice Cream Inc. and Robert Holocher (United States District Court for the Southern District of Indiana, Case No. 1:24-cv-00293, filed February 14, 2024).

Baskin-Robbins Franchising LLC, Dunkin' Donuts Franchising LLC, DD IP Holder, LLC, and BR IP Holder, LLC v. Alamo Donuts, LLC, Jeffrey Phillips, and 401 San Pedro LLC (United States District Court for the Western District of Texas, Case No. 5:24-cv-00810, filed July 18, 2024).

Baskin-Robbins Franchising LLC and BR IP Holder LLC v. Dgarza Enterprises, LLC, Derric D. Garza, and Joanne L. Garza (United States District Court for the Northern District of Georgia, Case No. 1:24-cv-04491, filed October 3, 2024).

Concluded Litigation

The following actions against us, a predecessor, a parent or affiliate that guarantees our performance, an affiliate who offers franchises under the Proprietary Marks, or a person identified in Item 2 have concluded:

Bertico Inc., 3024032 Canada Inc., 3155412 Canada Inc., 3176941 Canada Inc., 3481191 Canada Inc., 2857- 8664 Québec Inc., 3089-8001 Québec Inc., 9067-0308 Québec Inc., Jacques Doyon and Monic Huard, Les Entreprises Doyon et Huard Inc., Les Entreprises Charloise Inc., Les Entreprises Lucien Stephens Inc., Les Entreprises Pierre Maclure Limitée, 9116-5399 Québec Inc., 3089-3309 Québec Inc., 3092-5077 Québec Inc., 9009-6694 Québec Inc., 9064-0947 Québec Inc., 2622-6282 Québec Inc., 2968-

7654 Québec Inc., Claude St- Pierre and Lynda Viel, Sylvain Charbonneau, Noemia De Lima and Joao De Lima, René Joly and Charlotte Lévesque, Mariette Long, Raymond Massi, Pierre Maclure, Jean Rioux, Mario Corbeil, John A. Costin, Bernard Stern and Jacques Pomerleau, Province of Quebec, District of Montreal, Superior Court, filed on May 20, 2003. Thirty-two (32) Quebec Dunkin' franchisees ("Canadian Plaintiffs") sued Dunkin' Donuts (Canada) Limited and Allied Domecq Retailing International, (Canada) Limited ("Dunkin' (Canada)") on a variety of claims with respect to the supervision and support of franchises located in Quebec including deterioration of the brand image, negligent management, failure to adequately respond to increased competition in the market, failure to adequately market, negligence in not responding to franchisees who did not comply with all of their franchise agreement requirements, failure to stem decreasing sales and to invest in the Dunkin' (Canada) system in Canada, and supply chain issues. Canadian Plaintiffs sought orders terminating their own franchises, orders requiring Dunkin' (Canada) to comply with its contractual obligations, and damages representing a refund of operating losses for 32 franchises. On June 21, 2012, the trial court found Dunkin' (Canada) liable and awarded Canadian Plaintiffs \$16.4 million CDN in damages, plus costs and interest, representing loss in value of the franchises and lost profits. Dunkin' (Canada) appealed the decision. On April 15, 2015, an appeals court upheld the trial court's decision but significantly reduced the amount of the damages to approximately \$10.9 million CDN. In June 2015, Dunkin' (Canada) filed an application for leave to appeal the Court of Appeals decision to the Supreme Court of Canada which denied the application on March 17, 2016. This matter is now closed.

Priti Shetty v. Dunkin' Donuts Franchised Restaurants LLC, et al., (Case No. 3:15-cv-02664), U. S. District Court for the District of New Jersey, filed on February 17, 2015. Priti Shetty ("Shetty Plaintiff"), a former Dunkin' franchisee, and two business partners entered into a Store Development Agreement with the franchisor in 2003 for three potential locations in New Jersey. They opened their first store in 2004 and a second location in 2005. Shetty Plaintiff claims that Dunkin' unfairly turned down her efforts to open a third franchise. After one of her partners dropped out of the business, Shetty Plaintiff and her remaining partner sold both of her open Dunkin' franchises in March 2010. When those locations were abandoned by the new owner in December 2010, Shetty Plaintiff requested and was denied permission by Dunkin' to take over and resume operations at the two closed franchises. Based on these allegations, Shetty Plaintiff raised a civil rights claim against Dunkin' under 28 U.S.C. § 1981, as well as claims under the New Jersey Law Against Discrimination, tortious interference with prospective economic advantage, defamation, libel, slander, and unjust enrichment. Shetty Plaintiff's civil rights claims are based on the allegation that franchisor discriminates against Asian Indian women. On December 11, 2015, the trial court granted Dunkin's motion to dismiss Shetty Plaintiff's claims under the New Jersey Law Against Discrimination, for tortious interference with prospective economic advantage, defamation, libel, slander, and unjust enrichment. The case was settled on February 23, 2017, with the entire settlement amount paid by Dunkin's insurance carrier and with no admission of liability by defendants. The matter is now closed.

Bartosz Grabowski v. Dunkin' Brands, Inc., (Case No. 1:17-cv-05069) U.S. District Court for the Northern District of Illinois, filed on July 9, 2017. The complaint in this putative class action lawsuit alleged that the Dunkin' Brands engaged in deceptive practices with respect to its blueberry donut products by allegedly trying to convince consumers that certain products (such as the "Glazed Blueberry" donut and munchkin, the "Blueberry Butternut Donut," and the "Blueberry Crumb Cake Donut") contain real blueberries. The complaint claimed that Dunkin' Brands engaged in fraud by (1) using the word "blueberry" in the product names; (2) using imitation blueberries on both the inside and outside of the product that were "specifically made to resemble actual blueberries or pieces of actual blueberry due to their blue color and round shape"; and (3) charging consumers a "premium price" for blueberry donuts which, the complaint alleges, are "uniformly priced higher than other donuts on the Dunkin' menu such as the Glazed Donut." As a result, the complaint contended that consumers reasonably expect these products to contain actual blueberries and, therefore, the use of the word "blueberry" as a product description at franchises and in marketing is misleading. The legal claims brought against Dunkin' Brands in this case were: (1) violation

of the Illinois Consumer Fraud and Deceptive Business Practices Act; (2) common law fraud; (3) intentional misrepresentation; (4) negligent misrepresentation; (5) breach of contract; and (6) unjust enrichment. The complaint sought a minimum of \$5 million dollars in damages. This case was settled on October 2, 2018 on an individual basis with no admission of liability by Dunkin' Brands and was dismissed with prejudice. The matter is now closed.

Airport Mart, Inc. v. Dunkin' Donuts Franchising LLC, (Case No. 7:18-cv-00170) U.S. District Court for the Southern District of New York, filed on January 9, 2018. Airport Mart, Inc. ("Airport Plaintiff") was a former Dunkin' franchisee that brought suit against us regarding the development, operation, and termination of the franchise agreement that was located at the Westchester Airport in White Plains, New York from 2010 to 2015. Airport Plaintiff alleged that DD induced him into purchasing equipment for the Just Baked On Demand system and that he was instead "forced" to purchase donuts from a commissary operated by another franchisee, rendering the Just Baked On Demand equipment "useless." Airport Plaintiff also claimed that that our employees made derogatory comments about him to airport officials, failed to provide him with sufficient marketing and advertising support, and delayed the opening of his franchise by changing up the construction plans and site layouts. In addition, Airport Plaintiff claimed that DD did not assist him in obtaining a new location at the airport after his initial lease expired, failed to help him obtain a lease extension, and refused to allow him to relocate the store. Airport Plaintiff raised several legal claims against us, including breach of the franchise agreement, violation of New York's deceptive trade practices statute, fraud, and intentional misrepresentation and sought \$10 million in damages. On the September 16, 2019, the court dismissed Airport Plaintiff's claims for fraud in the inducement, intentional misrepresentation, and deceptive trade practices, leaving only the breach of contract claim in the case. Following that ruling, the case was settled for a nominal amount on February 10, 2020, without any admission of liability on our part and the matter is now closed.

Newburyport Donuts, Inc. v. Dunkin' Donuts Franchising LLC, et al., (Case No. 01-19-0000-7393), American Arbitration Association, filed on March 11, 2019. Newburyport Donuts, Inc. ("Newberry") contended that the defendants rejected their proposal for the development of a new Dunkin' restaurant due to the impact on the sales of a nearby existing Dunkin' restaurant and then subsequently awarded the site to that same owner. Newberry further alleged that the defendants' impact process would not have compensated them fairly and, furthermore, that the defendants unfairly dealt with smaller franchisees with respect to development matters. Defendants denied the allegations set forth in the complaint. On July 23, 2020, the parties agreed to settle all of their claims without any admission of liability on defendants' part and the matter is now closed.

The People of the State of California v. Dunkin' Brands, Inc., (Case No. 19STCV09597), California Superior Court, Los Angeles County, filed on March 19, 2019. On March 14, 2019, Dunkin' Brands entered into a settlement agreement with the Attorneys General of thirteen states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees or Dunkin's own employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and Dunkin' from hiring each other's employees. Under the terms of the settlement, Dunkin' Brands agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing such a provision. In addition, Dunkin' Brands agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. Dunkin' Brands expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and,

furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of Dunkin' Brands. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record and the action was closed after the court approved the parties' stipulation of judgment.

The People of the State of New York v. Dunkin' Brands, Inc., (Index No., 451787/2019), New York Supreme Court, filed on September 26, 2019. The NY State Attorney General ("NYAG") filed a lawsuit against Dunkin' Brands related to credential stuffing attacks during 2015 and 2018 on a database that contained information for DD Perks members and individuals who had registered a Dunkin' gift card. The NYAG alleged that Dunkin' was notified by its firewall vendor that over 19,000 Dunkin' mobile customer accounts had been accessed by unauthorized parties over a sample five-day period and the vendor had identified nearly \$40,000 associated with those accounts. The NYAG claimed that attacks resulted in unlawful account acquisition by non-account owners and thus triggered an obligation by Dunkin' Brands under New York law to notify these customers. The NYAG also alleged that Dunkin' Brands failed to adequately investigate the 2015 attacks and that Dunkin' Brands' Customer Service Department misled customers about it. With respect to the 2018 attacks, the NYAG claimed that Dunkin' Brands' notification to customers did not adequately disclose that their accounts had been accessed without authorization. The NYAG also contended that Dunkin' Brands misrepresented its data security practices and procedures in its Privacy Policy to consumers. The statutory claims raised by the NYAG against Dunkin' Brands included: (1) GBL § 349, which prohibits deceptive acts and practices in the conduct of any business, trade, or commerce or in the furnishing of any service in New York; (2) GBL § 350, which prohibits false advertising in the conduct of any business, trade, or commerce or in the furnishing of any service in New York; and (3) GBL § 899-aa, which requires that businesses disclose a breach of security to all New York State residents whose private information was, or is reasonably believed to have been, acquired without valid authorization. On September 22, 2020, the parties entered into a settlement under which Dunkin' Brands agreed to communicate with certain DD Perks customers who lived in New York, to take certain data security measures and adopt certain investigative procedures regarding data security issues and pay the New York Attorney General's Office \$650,000 in penalties and costs. The matter is now closed.

Dunkin' Donuts Franchising LLC, et al. v. Vicky and Bonny Coffee Express Somerdale LLC, et al. (Case No. 21-cv-17719), U.S. District Court for the District of New Jersey, filed September 28, 2021. Dunkin' Donuts Franchising LLC, Dunkin' Donuts Franchised Restaurants LLC, and DD IP Holder LLC ("Dunkin' Plaintiffs") filed an action against a group of franchise entities and their owners (collectively, the "Somerdale Defendants") to enforce the termination of 12 Dunkin' Franchise Agreements – 10 involving franchises in New Jersey, and 2 involving franchises in Pennsylvania – due to Somerdale Defendants' breaches of multiple provisions of the franchise agreements. On December 16, 2021, Dunkin' Plaintiffs filed a motion for preliminary injunction seeking to enjoin Somerdale Defendants from operating the terminated franchises. On January 24, 2022, Somerdale Defendants filed an answer to the complaint and an opposition to the motion for preliminary injunction. On February 2, 2022, the parties entered into two Settlement Agreements whereby Dunkin' Plaintiffs agreed to dismiss the action without prejudice in exchange for Somerdale Defendants' agreement to (1) sell the subject franchises per the terms of the Settlement Agreements, and (2) execute a Franchise Termination and Surrender Agreement and Release to be effective upon Somerdale Defendants' default of their obligations under the Settlement Agreements. Somerdale Defendants also agreed to pay Dunkin' Plaintiffs \$97,000 for reimbursement of attorney fees and costs. On February 4, 2022, the parties filed a Stipulation of Dismissal Without Prejudice. The matter is now closed.

Dunkin' Donuts (Canada), Ltd. vs Camasa Ltd. & Camille McLaughlin, Case No. B/C/149/01 (New Brunswick). On March 8, 2001, the Canadian franchisor sued the franchisee to cancel the franchise agreements, enforce termination and claim royalties and other amounts owing. The franchisee contested

the termination of the franchise agreements and counter-claimed for damages alleging, among other things, the non-fulfillment of the franchisor's obligations and various misrepresentations. In October 2012, the franchisee reactivated the file and pursued its counterclaim. In September 2014, the franchisee brought a motion to dismiss the proceedings for delay. The motion was heard August 31, 2015, and the trial judge permitted the proceedings, including the counterclaim to continue. The case was settled on September 17, 2017. The franchisee acknowledged in his release of claims that the settlement was not to be construed as an admission of liability by Dunkin' and that Dunkin' expressly denied liability for any of the franchisee's claims. The matter is now closed.

Les Services Alimentaires Kojo Inc., et al. v. Dunkin' Brands Canada, Ltd., Case No. 500-17-076969-131 (Quebec). On November 8, 2012, a group of 5 franchisees in Quebec representing 9 stores collectively sued the franchisor claiming damages in the amount of \$7,199,000 CDN alleging, among other things, that the franchisor failed to execute its obligations under the franchise agreements and abandoned them during the period of 2008 until the claim was settled on January 8, 2018. The matter is now closed.

Daniel Crooks and Matthew Miller v. Dunkin' Brands Group, Inc. and SVC Service II LLC, (United States District Court for the District of Massachusetts, Case No. 1:22-CV-10738, filed May 12, 2022). Plaintiffs, Daniel Crooks and Matthew Miller ("Crooks and Miller") filed a class action complaint against Dunkin' Brands Group, Inc. and SVC Service II LLC ("Dunkin' Defendants") alleging violations of the New Jersey Truth-in-Consumer Contract, Warranty, and Notice Act, unjust enrichment, breach of contract, violation of the Massachusetts Unfair and Deceptive Business Practices Act, and violation of the California Unfair Competition Law Business and Professions Code § 17200 for the alleged failure to redeem gift cards for cash. Crooks and Miller seek to establish a nationwide class and subclasses for New Jersey and California residents. On August 19, 2022, Dunkin' Defendants filed a motion to dismiss. On December 13, 2022, the court granted Dunkin' Defendants' motion to dismiss the New Jersey statutory claims and denied the motion to dismiss the other claims. In June 2023, the parties entered into a Settlement Agreement and Mutual Release of Claims whereby Dunkin' Defendants agreed to pay Crooks and Miller \$75,000 in exchange for a full release and dismissal of the case with prejudice. On June 23, 2023, the parties filed a Joint Stipulation of Voluntary Dismissal. The matter is now closed.

Ram Donuts Inc. v. Dunkin' Donuts Franchising LLC, et al., (United States District Court for the District of Arizona, Case Nos. 22-CV-00433-TUC-LCK and 22-CV-0455-TUC-JCH). On September 15, 2022, a terminated franchisee, Ram Donuts, Inc. ("Ram Donuts") filed a complaint in Pima County, Arizona state court against us and BR alleging breach of the franchise agreements, declaratory judgment, and breach of the implied covenant of good faith and fair dealing regarding the termination of Ram Donuts' franchise agreements (the "Initial Case"). On September 22, 2022, defendants removed the Initial Case to the United States District Court for the District of Arizona. On September 30, 2022, defendants filed an answer and counterclaim against Ram Donuts alleging breaches of the parties' franchise agreements and violations of 15 U.S.C. § 1125. On October 3, 2022, DD IP Holder LLC ("Dunkin' IP Holder") and BR IP Holder LLC (the "BR IP Holder") filed a separate complaint against Ram Donuts in the United States District Court for the District of Arizona alleging trademark infringement, unfair competition, and false designation of origin (the "IP Holder Case"). On October 18, 2022, the court consolidated the Initial Case and IP Holder Case. Ram Donuts closed the affected restaurants in October 2022. On August 29, 2023, the parties entered into a Settlement Agreement and Release whereby the Dunkin' and Baskin-Robbins entities agreed to pay Ram Donuts \$110,000 in exchange for mutual releases and dismissal of the lawsuit with prejudice. The matter is now closed.

AB Corp. v. Dunkin' Donuts Franchising LLC, (United States District Court for the District of Connecticut, Case Nos. 3:22-cv-01474 and 3:22-cv-1549). On November 11, 2022, a terminated franchisee, AB Corp. ("AB Corp Franchisee") filed a complaint in Connecticut Superior Court against Dunkin' Donuts

Franchising LLC (“Franchisor”) alleging violations of the Connecticut Franchise Act and the Connecticut Unfair Trade Practices Act regarding Franchisor’s termination of the AB Corp Franchisee’s franchise agreements. AB Corp Franchisee also filed an application for temporary injunction, order to show cause, and request for emergency hearing. On November 18, 2022, Franchisor removed the case to the United States District Court for the District of Connecticut (Case No. 3:22-cv-01474). On November 21, 2022, AB Corp Franchisee filed a motion for an interim temporary restraining order. On November 30, 2022, the court denied AB Corp Franchisee’s motion for a temporary restraining order. On December 5, 2022, Franchisor filed an answer and counterclaim against AB Corp Franchisee for breaches of the parties’ franchise agreements and violations of 15 U.S.C. § 1125. On December 6, 2022, Dunkin’ IP Holder filed a separate complaint against AB Corp Franchisee in the United States District Court for the District of Connecticut alleging trademark infringement, unfair competition, and false designation of origin (Case No. 3:22-cv-1549). In March 2023, the parties entered into a Settlement Agreement and Release whereby AB Corp Franchisee agreed to pay Franchisor \$180,000 and Franchisor agreed to approve AB Corp Franchisee’s transfer of restaurant assets to a buyer. The cases were dismissed pursuant to the parties’ Settlement Agreement and Release. The matter is now closed.

Martin Kelledy v. Dunkin’ Brands, Inc. and Dunkin’ Brands Group, Inc. (United States District Court for the District of Massachusetts, Case No. 1:23-cv-10626-RGS, filed March 22, 2023). Martin Kelledy (“Kelledy Plaintiff”) filed a Class Action Complaint against Dunkin’ Brands, Inc. and Dunkin’ Brands Group, Inc. (together, “Dunkin’”) alleging that consumers were subject to undisclosed charges for certain purchases made through the Dunkin’ mobile application in violation of the Massachusetts Consumer Protection Act and Massachusetts common law. On June 16, 2023, the court dismissed the case without prejudice on the grounds that Kelledy Plaintiff failed to establish subject matter jurisdiction. The matter is now closed.

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby’s Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby’s Restaurant Group, Inc. (“ARG”), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other’s employees. The states alleged that the use of these provisions violated the states’ antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

Except as described above, no litigation is required to be disclosed in this Item.

ITEM 4:
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5:
INITIAL FEES

Franchise Agreement

Initial Franchise Fee, Baskin-Robbins Restaurant. You must pay us an initial franchise fee (“IFF”) equal to \$25,000 when you sign the Franchise Agreement.

Initial Franchise Fee, Baskin-Robbins Restaurant at a Gas Station or Convenience Store. If you will operate a Baskin-Robbins Restaurant from a gas station or convenience store (“Gas & Convenience Restaurant”), the IFF will be pro-rated by the length of the term granted under the Franchise Agreement. For example, if the term will be 10 years, the IFF due upon signing the Franchise Agreement will be \$12,500.

Initial Franchise Fee, Baskin-Robbins Restaurant operating from an SDO Location. If you will operate the Restaurant from an SDO location, the IFF will be 50% of the standard IFF and pro-rated by the length of the term granted under the Franchise Agreement. For example, if the term will be 10 years, the IFF due upon signing the Franchise Agreement will be \$6,250.

Initial Franchise Fees, Combo Restaurants. If you are being granted the right to develop a Combo Restaurant, you must pay us an IFF equal to \$10,000 when you sign the Combo Franchise Agreement. Additionally, you will pay DD the then-current initial franchise fee.

Initial Franchise Fees, General Notes. In our fiscal year ending December 31, 2024, the IFF paid by our franchisees ranged from \$0 to \$25,000.

Training Fees. You must pay us our then-current initial access fee to The Center, our online training program, which is currently \$300 (the “The Center Initial Access Fee”). The Center Initial Access Fee is due and payable when you sign the Franchise Agreement.

The “Initial Training Fee” is \$2,950 per person to attend the initial training program. The Initial Training Fee for the first 2 people to attend the initial training program are included in the IFF, and you must pay the Initial Training Fee for the third or subsequent individuals to attend the initial training program. However, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants, you must pay us a training fee equal to \$2,950. Additionally, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants operating at SDO locations, you must pay us a training fee equal to \$2,000. If you cancel a scheduled training, you must pay us our then-current cancellation fee. Our current cancellation fee is \$500 per person if you cancel less than 2 weeks before the scheduled class.

Marketing Start-Up Fee. In connection with the opening, re-opening, relocation, or remodel of your Restaurant, you must undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards, which we will provide to you. Unless you qualify for an incentive, if your Restaurant will be a Baskin-Robbins Restaurant, a Gas & Convenience Restaurant, or if you add a Baskin-Robbins Restaurant to an existing Dukin’ restaurant and you are not required to remodel the Restaurant, you must spend at least \$6,000 (the “Standard Marketing Start-Up Fee”). If your Restaurant will be a

Combo Restaurant, you must spend at least \$10,000 (the “Combo Marketing Start-Up Fee”). If you are re-opening your Restaurant after relocating in accordance with the terms of your Franchise Agreement and our Standards, you must spend at least \$3,500 (the “Relocation Marketing Start-Up Fee”). Lastly, if your Restaurant will be operated from an SDO location, or if you are re-opening your Restaurant after completing a remodel, you must spend at least \$3,000 (the “Reduced Marketing Start-Up Fee”). If you fail to administer the promotional programs, we may require you to pay the Standard Marketing Start-Up Fee, Combo Marketing Start-Up Fee, Relocation Marketing Start-Up Fee, and/or Reduced Marketing Start-Up Fee to us or our approved vendors to conduct these activities on your behalf.

Reimbursement of Expenses. If you or your architect are not prepared for a scheduled meeting when required, you must reimburse us for certain out-of-pocket costs.

Real Estate. If you lease or sublease the Premises from our affiliate, you may be required to pay our affiliate a security deposit or other charges payable under the sublease before the business opens. The security deposit is refundable at the end of the lease or sublease term if, after we conduct or receive a final accounting from the landlord under the prime lease, and you have no outstanding financial obligations to us or our affiliates.

Store Development Agreement

Initial Franchise Fees, Store Development Agreement. You must pay us an IFF for each Baskin-Robbins Restaurant and Combo Restaurant you agree to develop under the Store Development Agreement. You must pay 25% of the IFF for each Restaurant you agree to develop at the time you sign the Store Development Agreement. You must pay the remaining portion of the IFF on the either the date that is 6 months before the Required Opening Date (as identified in the Store Development Agreement) or the Restaurant’s actual opening date, whichever is earlier.

Incentive Programs

New Restaurant Opening Incentive. You may qualify to participate in the “New Restaurant Opening” or “NRO” incentive program if you sign a Franchise Agreement on or before March 31, 2026 to develop and operate 1 Restaurant in the NRO Territory (defined below). You may also qualify to participate in the NRO incentive program if you sign a new Store Development Agreement on or before March 31, 2026 to develop 1 to 3 new Restaurants in the NRO Territory. You may also qualify to participate in the NRO incentive program if you sign the Incentive Amendment (Exhibit D-3) in connection with the amendment of your existing Store Development Agreement on or before March 31, 2026 to amend the agreement to add 1 to 3 new Restaurants in the NRO Territory to your existing development schedule. Lastly, you may also qualify for the NRO incentive program if (a) you sign a Franchise Agreement on or before March 31, 2026, to re-open and operate a previously closed Baskin-Robbins Restaurant in the NRO Territory, (b) as of the date the Franchise Agreement is signed, the Restaurant that you wish to re-open was permanently closed for at least 30 calendar days, and (c) you are not signing the Franchise Agreement in connection with a transfer. The “NRO Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

Under the NRO incentive program for the development of a single Baskin-Robbins Restaurant, you will pay the full IFF when you sign the Franchise Agreement. Additionally, for

the development of multiple Baskin-Robbins Restaurants, you will pay the full development fee upon signing the Store Development Agreement and when you sign each Franchise Agreement, we will apply the 25% of the IFF towards the IFF due under the Franchise Agreement, and you must pay us the remaining IFF when you commence operations of the Restaurant. Under the NRO, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the Store Development Agreement), you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement, (a) you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant, and (b) you will pay a reduced CFF and CAF as described in Item 6.

NRO Territory Relocation Incentive. You may qualify to participate in the “NRO Territory Relocation” incentive program if you sign a Franchise Agreement on or before March 31, 2026 to relocate your existing Restaurant from a site without a drive-thru window to a site with a drive-thru window within the NRO Territory.

Under the NRO Territory Relocation incentive program, you will pay the full IFF when you sign the Franchise Agreement. Under the NRO Territory Relocation incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the relocated Restaurant, you open the relocated Restaurant in compliance with the Franchise Agreement, you submit development costs to us in the form we require within 120 days of opening the relocated Restaurant, and you build the relocated Restaurant in the design, to the specifications, and at the location we approve, then, (a) you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant, (b) you will pay a reduced CFF as described in Item 6, and (c) you will receive the capital contributions as described in Item 7.

Deeper New Restaurant Opening Incentive. You may qualify to participate in the “Deeper New Restaurant Opening” or “Deeper NRO” incentive program if you sign a new Store Development Agreement on or before March 31, 2026 to develop 4 or more new Restaurants in the NRO Territory. You may also qualify to participate in the Deeper NRO incentive program if you sign the Incentive Amendment to an existing Development Agreement on or before March 31, 2026 to amend your existing Store Development Agreement to add 4 or more new Restaurants in the NRO Territory to your existing development schedule.

Under the Deeper NRO incentive programs for the development of multiple Baskin-Robbins Restaurants, you will pay the full development fee upon signing the Store Development Agreement and when you sign each Franchise Agreement, we will apply the 25% of the IFF towards the IFF due under the Franchise Agreement, and you must pay us the remaining IFF when you commence operations of the Restaurant. Under the Deeper NRO, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when

you open the Restaurant, you open the Restaurant in compliance with the Store Development Agreement and the applicable Franchise Agreement, you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement (a) the initial franchise fee due under the Franchise Agreement will be \$12,500, (b) you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant, and (c) and you will pay a reduced CFF and CAF as described in Item 6.

Alternative Deeper New Restaurant Opening Incentive. You may qualify to participate in the “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program if you sign a new Store Development Agreement on or before March 31, 2026 to develop 4 or more new Restaurants in the ADNRO Territory. You may also qualify to participate in the ADNRO incentive program if you sign the Incentive Amendment to an existing Development Agreement on or before March 31, 2026 to amend your existing Store Development Agreement to add 4 or more new Restaurants in the ADNRO Territory to your existing development schedule. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory.

Under the ADNRO incentive programs for the development of multiple Baskin-Robbins Restaurants, you will pay the full development fee upon signing the Store Development Agreement and when you sign each Franchise Agreement, we will apply the 25% of the IFF towards the IFF due under the Franchise Agreement, and you must pay us the remaining IFF when you commence operations of the Restaurant. Under the ADNRO, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Store Development Agreement and the applicable Franchise Agreement, you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement (a) the initial franchise fee due under the Franchise Agreement will be \$12,500, (b) you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant, and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant, and (c) and you will pay a reduced CFF and CAF as described in Item 6.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Store Development Agreement), the NRO, NRO Territory Relocation, Deeper NRO, and ADNRO incentive programs will not apply to the Restaurant(s). The NRO, NRO Territory Relocation, Deeper NRO, and ADNRO incentive programs do not apply to franchisees signing new Franchise Agreements (a) to renew their expiring franchises, (b) to develop and operate the Restaurant from an SDO location, (c) as a relocation or replacement (except as description above) of an existing or closed Restaurant,

or (d) as part of a transfer or acquisition of an existing Restaurant. The NRO, NRO Territory Relocation, Deeper NRO, and ADNRO incentive programs do not apply to Combo Restaurants.

Non-Traditional College/University Incentive. The “Non-Traditional College/University Incentive” program encourages existing franchisees to develop Baskin-Robbins Restaurants on college campuses near their existing restaurants. To qualify, you must sign a Franchise Agreement and Non-Traditional Rider on or before March 31, 2026 to develop the Restaurant at a college or university campus (a “Campus Restaurant”), you must own and operate a Baskin-Robbins Restaurant at a traditional location within 2 miles of the new Campus Restaurant as of its opening date, and that existing restaurant must be the nearest Baskin-Robbins Restaurant to the Campus Restaurant. Under the Non-Traditional College/University Incentive, if you meet these requirements and you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Campus Restaurant, you open that Campus Restaurant in compliance with the Franchise Agreement (and, if applicable, the Store Development Agreement) but no later than December 31, 2026, you submit all development costs to us in the form we require within 120 days of opening Restaurant, and you build the Campus Restaurant in the design, to the specifications, and at the location we approve, then we will extend the term of the franchise agreement for the traditional Baskin-Robbins Restaurant for up to 10 years, provided the maximum total term cannot exceed 20 years, for no additional IFF.

Multi-Brand Locations

If we and an Other Franchisor grant you the right to open and operate a Baskin-Robbins Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all initial fees due under each applicable Other Franchisor’s franchise agreement, in addition to the initial fees described in this Item 5. If you operate a Baskin-Robbins Restaurant at a Multi-Brand Location, you may qualify for 1 or more incentives described in Item 5 and Item 6. Additionally, you must pay us any training fees and additional expenses that we incur in connection with any additional or specialized training required for the Restaurant’s personnel due to its status as Multi-Brand Location. We currently do not charge or expect to charge a fee or incur any additional expenses for any additional or specialized training we may provide for Multi-Brand Locations during 2024.

General Notes

Unless noted above, all initial payments to us and our affiliates are non-refundable. We reserve the right to reduce or waive any of the above initial fees for franchisees on a case-by-case basis under certain circumstances.

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ITEM 6:
OTHER FEES

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|--|---|--|--|
| Continuing Franchise Fee (“CFF”) | Except as stated below, 5.9% of Gross Sales (Note 1) 0.5% of Gross Sales for Restaurants located in Hawaii and the Central States Territory 1.0% of Gross Sales for Restaurants located in Alaska, Idaho, Montana, Oregon or Washington | On or before Thursday of each week, for the seven-day sales reporting period ending at the close of business on Saturday, twelve days previous | (Note 2) |
| Continuing Advertising Fee (“CAF”) | 5.0% of Gross Sales 2.5% of Gross Sales for SDOs | Weekly with the CFF | (Note 3) |
| Continuing Training Fee | Currently, \$300 | Annually | For your The Center subscription |
| Additional Training Fee | Currently, \$2,950 per person | Upon registration | If you or your employees must take or re-take the initial training program. |
| Training Cancellation Fee | \$500 per person | Upon demand | Only payable if you cancel training less than 2 weeks before the scheduled class. |
| Taxes | Varies | Upon demand | You must reimburse us for any tax or other fee due to our receipt of fees or other amounts that you pay. |
| Late Fee and Interest | Currently, 1.5% per month or highest rate permitted by law, whichever is less | Upon demand | |
| Collection Costs | Varies | Upon demand | You must pay all collection costs that we incur to collect fees that are due. |
| Relocation Fee | Varies | Upon request to relocate | (Note 4) |
| Insurance | Cost of obtaining insurance | As incurred | If you fail to obtain insurance, we may obtain coverage at your expense. |
| Indemnification | Varies | Upon demand | You must reimburse up for claims and liabilities relating to your Restaurant or Premises or any debt or obligation of yours. |
| Transfer Fee (for a majority interest) | Baskin-Robbins Restaurant: \$7,500 Combo Restaurant: \$20,000 | Upon transfer | (Note 5) |
| Fixed Documentation Fee | Currently, \$2,000 per transferee | Upon transfer | (Note 6) |

| TYPE OF FEE | AMOUNT | DUE DATE | REMARKS |
|---|---|------------------------------------|--|
| SDA Transfer Fee (majority interest) | \$10,000 | Upon transfer | |
| Enforcement Expenses | Varies | Upon demand | You must pay us all costs and expenses we incur in successfully enforcing any provisions of the Franchise Agreement and Store Development Agreement. |
| Immigration Status Review Costs | Our out-of-pocket costs to hire attorneys or others | Upon demand | You must pay us all costs and expenses we incur if outside advice is required to determine your immigration status. |
| Reimbursement of costs incurred to test samples from additional supplier(s) | Varies, typically between \$1,000 to \$10,000 | Upon request | You must pay us all costs and expenses we incur to test samples from suppliers you request to that is not yet approved by us. |
| Lease Costs | Varies | Payable as described in the lease. | (Note 7) |

Notes:

Note 1. General Terms. Unless otherwise stated, all fees are imposed by, paid to, and collected by us and are non-refundable. Except as specified below, all fees are uniformly applied to franchisees, however, we may waive or reduce some or all these fees for a particular franchisee in instances where we, in our sole discretion, decide it is appropriate to do so.

“Gross Sales” means all revenue related to the sale of approved products and services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the Baskin-Robbins Restaurant network; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

You agree to participate in our program or procedure that we periodically specify for Gross Sales reporting and payment of fees that are due, whether it is electronic fund transfer or some successor program, in accordance with our Standards. You agree to assume the costs associated with maintaining your capability to report Gross Sales and transfer funds to us. In no event will you be required to pay any sums before the date they are due, as described above.

If any tax or other fee (other than federal or state income tax based on our income) is imposed on us by any governmental agency due to our receipt of fees or other amounts that you pay to us under the Franchise Agreement, then you agree to pay us the amount of such tax or other fee as an additional Continuing Franchise Fee.

Note 2. Continuing Franchise Fee. For Restaurants located in Alaska, Idaho, Montana, Oregon and Washington, the CFF is 1.0% of Gross Sales. For Restaurants located in Hawaii and the Central States Territory, the CFF is 0.5% of Gross Sales. For all other Restaurants, unless you qualify for an incentive program, the CFF is 5.9% of Gross Sales.

New Restaurant Opening and NRO Territory Relocation Incentive. If you qualify for the NRO incentive program, then we will reduce the CFF as follows:

| Duration of Effective Royalty Fee | Effective Royalty Fee |
|--|------------------------------|
| Opening through Year 1 | 1.9% |
| Year 2 | 2.9% |
| Year 3 | 3.9% |
| Year 4 | 4.9% |
| Year 5 through remainder of the term | 5.9% |

Deeper NRO. If you qualify for the Deeper NRO incentive program, then we will reduce the CFF as follows:

| Duration of Effective Royalty Fee | Effective Royalty Fee |
|--|------------------------------|
| Opening through Year 2 | 1.9% |
| Year 3 through Year 4 | 2.9% |
| Year 5 through remainder of the term | 5.9% |

We describe the conditions to qualify for the NRO and Deeper NRO Incentive programs in Item 5.

Early Opening Incentive. The “Early Opening Incentive” is designed to incentivize franchisees to develop and commence operations of their Baskin-Robbins Restaurants before the required opening date identified in their Franchise Agreement (and, if applicable, the Store Development Agreement). If you qualify for the NRO, Deeper NRO, or ADNRO incentive program, and you open the Restaurant before the required opening date identified in the Franchise Agreement, then we will charge a 0% royalty from the date you open and commence operations of the Restaurant until the required opening date identified in the Franchise Agreement, up to 12 months, then the applicable CFF rate will apply.

VetFran Program. The “VetFran Program” is designed to provide career opportunities for honorably discharged military veterans or wounded warriors. It applies if you are a veteran or returning service member (who has not previously signed, or had an affiliate that signed, a Store Development Agreement or Franchise Agreement with us) who qualifies and signs a Franchise Agreement to develop 1 Baskin-Robbins Restaurant or a Development Agreement to develop Baskin-Robbins Restaurants. Under the VetFran Program, if you (or your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the Store Development Agreement), you submit all development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then we will provide you a royalty credit equal to \$10,000 for each Restaurant you develop and open in compliance with the terms of the Franchise Agreement (and, if applicable, the Store Development Agreement), up to \$100,000. You may combine the VetFran Program with our other incentive programs described in Item 5 and Item 6.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Development Agreement), the Early Opening Incentive and/or VetFran Program will not apply to the Restaurant(s). The Early Opening Incentive and VetFran Program do not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or to develop and operate the Restaurant at an SDO location, as a relocation (except as described above) or replacement of an existing or closed Baskin-Robbins Restaurant, or as part of a transfer or acquisition of an existing Baskin-Robbins Restaurant. The Early Opening Incentive and VetFran Program incentive programs do not apply to Combo Restaurants.

Note 3. Continuing Advertising Fee. For Restaurants located in Alaska and Hawaii, the CAF is 3.5% of Gross Sales. For Restaurants located in Central States Territory, the CAF is 2.5% of Gross Sales. For all Baskin-Robbins Restaurants operating from an SDO location, wherever located, the CAF is 2.5% of Gross Sales. For all other Restaurants located in the United States, unless you qualify for an incentive program, the CAF will be 5.0% of Gross Sales.

New Restaurant Opening. If you qualify for the NRO incentive program, then we will reduce the CAF as follows:

| Duration of Effective Royalty Fee | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 2 | 2.5% |
| Year 3 through remainder of the term | 5.0% |

Deeper NRO. If you qualify for the Deeper NRO incentive program, then we will reduce the CAF as follows:

| Duration of Effective Royalty Fee | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

ADNRO. If you qualify for the ADNRO incentive program and the Restaurant is located in Idaho, Montana, Oregon, or Washington, then we will reduce the CAF as follows:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

If you qualify for the ADNRO incentive program and the Restaurant is located in Alaska or Hawaii, then we will reduce the CAF as follows:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 1.8% |
| Year 4 through remainder of the term | 3.5% |

If you qualify for the ADNRO incentive program and the Restaurant is located in the Central States Territory, then we will reduce the CAF as follows:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 1.3% |
| Year 4 through remainder of the term | 2.5% |

We describe the conditions to qualify for the NRO, Deeper NRO and ADNRO incentive programs in Item 5.

Note 4. Relocation Fee. If you are signing a Franchise Agreement to relocate the premises of your Restaurant, you must sign our then-current form of Franchise Agreement and pay us a relocation fee at the time you sign the Franchise Agreement. The relocation fee will be the IFF less an amount corresponding to the amount of term under the original franchise agreement. For example, if the franchise agreement for the original premises has 3 years left on the term, then you would sign a franchise agreement for the relocated Premises with a 20 year term and the IFF would be reduced such that you would only pay for 17 years.

Note 5. Franchise Transfer Fee. The term “transfer,” whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or the Restaurant (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or the Restaurant’s operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of the Restaurant, any of its Operating Assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or you.

A “Controlling Ownership Interest” in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either case, who did not own, possess or control such interest as of the Effective Date. A “Non-Controlling Ownership Interest” in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

Under the Baskin-Robbins Franchise Agreement, at transfer you must pay us a transfer equal to \$7,500.

Under the Combo Franchise Agreement, at transfer you must pay us a Transfer equal to \$20,000 (if you have not operated the Combo Restaurant for at least 3 years), or \$20,000 plus the amount calculated in accordance with the chart below (if you haven operated the Combo Restaurant 3 years or longer):

Combo Restaurant:

| Gross Sales for the Trailing 12 Month Period | Transfer Fee |
|--|--------------|
| Less than \$400,000 | \$12,500 |
| \$400,000 or more, but less than \$600,000 | \$13,500 |
| \$600,000 or more, but less than \$1,000,000 | \$15,500 |
| \$1,000,000 or more, but less than \$1,400,000 | \$19,500 |
| \$1,400,000 or more | \$27,500 |

If we elect to exercise our right of first refusal to purchase the Restaurant, you must still pay us the required transfer fee.

Note 6. Fixed Documentation Fee. In lieu of the Transfer Fee described in Note 6 above, we will only charge the then-current Fixed Documentation Fee for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse or children of any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

Note 7. Lease Costs. If you lease the Premises from an affiliate of ours, then you will pay our affiliates a monthly the fixed rent set forth in your lease. You may also pay us percentage rent regardless of whether the prime lease requires percentage rent. The amount of percentage rent varies and will be set forth in your lease. Our affiliates typically use a net-net-net lease, which means you must pay all related costs of occupancy such as real estate taxes, insurance, maintenance and repair costs, utilities, common area maintenance charges, and other costs.

Note 8. Multi-Brand Locations. If we and an Other Franchisors grant you the right to open and operate a Baskin-Robbins Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all ongoing fees due under each applicable Other Franchisor's franchise agreement or license agreement in addition to the ongoing fees described in this Item.

ITEM 7:
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|----------------------------------|------------------------|-------------------|----------------------------------|-------------------------------|
| Initial Franchise Fee | \$25,000 | Lump Sum | Upon signing Franchise Agreement | Us |
| Real Estate Development (Note 1) | \$123,000 to \$267,000 | As agreed | As incurred | Us or Third Parties |

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is to be Made |
|---|-------------------------------|-------------------|-------------|-------------------------------|
| Equipment, Fixtures and Signs (Note 2) | \$115,000 to \$185,000 | As agreed | As incurred | Third Parties |
| Restaurant Technology System (Note 3) | \$15,000 to \$29,500 | As agreed | As incurred | Third Parties |
| Licenses, Permits, Fees and Deposits (Note 4) | \$7,000 to \$20,000 | As incurred | As incurred | Third Parties |
| Opening Inventory (Note 5) | \$5,000 to \$8,000 | As incurred | As incurred | Us or Third Parties |
| Miscellaneous Opening Costs (Note 6) | \$9,500 to \$28,000 | As incurred | As incurred | Third Parties |
| Uniforms | \$400 to \$800 | As incurred | As incurred | Third Parties |
| Insurance (Note 7) | \$3,500 to \$8,300 | As incurred | As incurred | Third Parties |
| Travel and Living Expenses While Training (Note 8) | \$1,000 to \$15,000 | As incurred | As incurred | Third Parties |
| Marketing Start-Up Fee | \$3,000 to \$6,000 | As incurred | As incurred | Us or Third Parties |
| Additional Funds for First 3 Months of Operation (Note 9) | \$0 to \$30,000 | As incurred | As incurred | Us or Third Parties |
| TOTAL (Notes 10 – 13) | \$307,400 to \$622,600 | | | |

Notes:

1. **Real Estate Development:** Real estate development costs vary considerably according to the type of Restaurant, real estate values in your area, your real estate interest (leasehold or ownership), location, size of site, code requirements and other factors, including labor, as well as whether you, your landlord, or we develop the Restaurant. Depending upon how your deal is structured, you may pay some or all the actual cost. Factors that typically affect your real estate costs include your cost to negotiate your lease (or buy the property), fair market lease values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another.

Your initial investment may be significantly lower if we or your landlord develops the location, but in that case, your monthly rent will probably be higher. Your rent will likely be based on development costs and reflect a rate of return on the landlord's initial investment, as well as other factors. Commercial leases are typically triple net leases, requiring you to pay rent, all taxes, insurance, maintenance, repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. Rent will likely exceed the landlord's cost of leasing or financing the purchase of the location. You may also have to pay percentage rent. You may also

have to make an initial payment into an escrow fund to cover estimated real estate taxes. We cannot predict the cost if you choose to buy the land on which the restaurant will be developed.

Depending on how your deal is structured, you may pay some or all the actual cost. Factors which typically affect your initial investment include your cost to negotiate the lease (or buy the property), local real estate market values, terms under which other locations have been leased, how the costs to renovate or develop the land, building, interior space and other site improvements are allocated between landlord and tenant, interest costs and the negotiations of the parties, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. We may recommend that you have a feasibility study done by an architect or engineer before you sign a lease. We estimate this may cost you between \$1,000 to \$3,000. Costs to develop the land, building and other site improvements include architectural, engineering, and legal fees, exterior landscaping, electrical & water hookup, paving, sidewalks, lighting, etc. Some local governments may charge an additional amount for utility connections to offset their costs for maintaining water and sewer plants; these amounts are not included in the above figure. Costs can be higher if soil problems or other environmental issues are encountered. Interior space development may require you to cut floors/roof/walls, and/or bring utilities to your designated space. These ranges do not include unusual costs to bring utilities to the property for hookup or government imposed impact fees.

The low end of the range above is the estimated cost for you to negotiate a build-to-suit lease in which the landlord incurs most development costs, and you make a lease deposit. The high end of the range above assumes the most typical deal for the upper range for this brand, leasehold improvements within a landlord's building. If you elect to buy land, it can cost an additional \$100,000 to \$1,200,000 (and more). If you elect to build a freestanding building on leased land, it can cost from \$200,000 to \$300,000 more. These estimates are based on our experience and information provided by construction managers and franchisees.

Additional development costs include, among others, architectural, engineering, and legal fees. These estimates do not include extraordinary costs due to extensive redesign, permitting, variances, environmental issues, legal obstacles, bringing utilities to space, excessive permit fees, etc. In addition, if you are planning to add a drive-thru your costs will increase.

2. Equipment, Fixtures and Signs: This amount includes estimated costs of furnishings, installations, equipment, trade fixtures, small-wares, and certain other items on the Premises, the amount, and specific items of which will vary depending upon the location, size, and condition of a particular Restaurant. Existing Restaurants bought from existing franchisees have purchase prices that differ based on many variable factors and cannot be estimated. Cost ranges includes tax and delivery estimated at 10%.

Exterior signage costs will vary by location, venue, site conditions, lease, and local code requirements. These estimates do not include any costs for the removal of existing exterior signs or patching, repair, or painting of the exterior building façade. These estimates do not include the costs of electrical supply circuits or final electrical connections as these are typically included in your general construction costs.

3. Restaurant Technology System: The price ranges reflect minimum to maximum for equipment configurations and solution costs, site preparation and installation for 1 to 2 POS systems. You may need additional POS systems depending on the size and configuration of your Restaurant. The cost for drive-thru equipment is not included in the above. If your Restaurant has a drive-thru, you can

expect to purchase additional equipment. Please note that in addition to the cost of the POS equipment, you will be required to pay monthly and yearly maintenance and user fees.

4. Licenses, Permits, Fees and Deposits: The ranges do not include government imposed impact fees. We estimate such fees, when imposed, can be \$87,000 or more in some markets. Some local governments may also require a performance bond, which is not included in the above range. You must research all municipal/regulatory fees, deposits, licenses fees and permits fees, as these fees vary widely between different municipalities.
5. Opening Inventory: Before opening a Restaurant, you must purchase an initial inventory consisting of products from suppliers approved by us. The assortment and number of these items will be based upon the size and configuration of your Restaurant. The estimated cost for the opening inventory of these products varies for different locations, seasons, and the storage capacity of the Restaurant. Your initial inventory of merchandise and supplies needed for the operation of the Restaurant will include ice cream, cakes and other products for resale, containers and other paper, plastic or similar goods, other food products (cones, fruits, toppings, syrups, etc.), maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.
6. Miscellaneous Opening Costs: These costs include pre-opening franchisee employee training payroll, utility deposits (e.g., gas, water, electricity, telephone), petty cash (including cash register "Opening Banks"), and other miscellaneous expenses, such as interior landscaping plants, sound system, office supplies, licenses, permits, and banking pre-opening costs. Some of these costs may not be applicable to Baskin-Robbins Restaurant operating from SDO locations and Gas & Convenience Restaurants.
7. Insurance: You must provide insurance coverage in accordance with our published standards (as amended from time to time), including but not limited to commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence, employment practices liability coverage with minimum limits in the amount of \$1,000,000 per occurrence, all risk property coverage including, but not limited to, flood and earthquake protection, plate glass coverage, and employers liability and workers' compensation insurance, and maintain other insurance in accordance with our published standards (subject to change), and maintain other insurance in accordance with state law requirements. You also must name us and our owners and affiliates as additional insureds under the required insurance policies. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Initial premiums for commercial general liability insurance are subject to change due to market forces beyond either of our control. The cost of other coverages, including required workers' compensation coverage and your discretionary purchases, varies widely. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Some insurance carriers will offer an installment option, requiring a 20 % - 25 % down payment, before opening. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.
8. Travel and Living Expenses while Training: The Initial Training Fee for the first 2 to 4 people to attend the Baskin-Robbins Training Program are included in the IFF, as described in Item 11. However, you must pay any associated costs for the initial training for new restaurant team members, including but not limited to training materials, including the cost of the sanitation exam (if applicable to your area), uniforms, accommodations, wages, and travel expenses, if any, for you and your employees. You will need to have a computer and Wi-Fi as necessary to access training. If you attend the initial training program in a location other than one of our training facilities, then

you may be charged certain additional costs such as travel and related expenses for the trainers, your portion of the costs for the meeting room and such other costs as may reasonably be incurred. The above estimated ranges of costs are for one person to attend the Baskin-Robbins initial training program for 4 weeks, including transportation, food, and lodging. There may also be additional training time needed to achieve required competency levels. The amount of time required is a function of the individual's ability to personally demonstrate the competencies. This may increase your cost for travel, hotels, and meals for you and/or your designated representative. If you live close to the training facility or a Certified Training Shop, your costs may be on the lower end of the range. Any wages or salaries that you may pay your employees while they attend training are not included in these estimates. You must also maintain worker's compensation insurance coverage for your employees while they are in training. You must pay a \$500 cancellation fee per individual per class if you cancel a scheduled class with less than 2 weeks' notice. All cancellation fees must be paid in full before a franchisee team member can register for any future classes.

9. Additional Funds for First 3 Months of Operation: You may or may not need working capital to support ongoing expenses that are not covered by sales revenue. New businesses may generate negative cash flow. These figures are estimates and we cannot guarantee that you will not have additional expenses in the first 3 months of operation. Your costs will depend on factors such as how well you follow our methods and procedures, the sales volume of your Restaurant, your management skill, experience, and business acumen, local economic conditions, the local market for our product, the prevailing wage rate, competition, your rent structure, and your Restaurant site type. Restaurants opening in the cold weather months may be more likely to need working capital in the initial 3 month period because Restaurant sales are typically lower in the winter months.
10. Other Factors: Your initial investment for a new Restaurant depends primarily upon: (1) the number of Restaurants you acquire and/or develop; (2) their size; (3) their configuration; (4) their location; (5) who develops the real estate for and/or constructs them and (6) the amount and terms of financing. The initial funds required must be estimated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our experience and information provided by franchisees. Costs are constantly changing, and your costs may be higher. You should diligently investigate all potential costs before proceeding.

Baskin-Robbins Restaurants may vary from one another in many respects. For example, Restaurants in urban trade areas may be multi-level with storage, sales, and seating areas on 2 or more levels, or have limited or no seating. Storage and sales areas may be smaller than typical Restaurants. Specially designed equipment may be necessary. Restaurants in urban trade areas may have no dedicated parking, require elevators, specially designed doorways, have limited access and require greater security measures. This may require special arrangements for deliveries of products and supplies to and from the Restaurant. Trash may require special handling, such as daily pickup. Labor costs may be higher in urban Restaurants due to the Restaurants configuration and competition for available workers, minimum wage requirements and other factors. We encourage you to talk to franchisees who operate Restaurants in similar trade areas to gain a better understanding of how your trade area may vary.

11. Combo Restaurants: The costs to develop a Combo Restaurant are similar to the costs to build a Baskin-Robbins Restaurant; however, Combo Restaurants will have additional equipment requirements. You will find build costs for the Dunkin' portion of the Combo Restaurant in the Dunkin' disclosure document. We encourage you to talk to franchisees who operate Combo Restaurants in similar trade areas to gain a better understanding of how your costs may vary.

12. Incentives:

NRO Territory Relocation Incentive. If you qualify for the NRO Territory Relocation incentive program, then we will provide you with a \$15,000 credit paid directly to your equipment vendor during construction of the Restaurant if the original Restaurant did not have a drive-thru and the relocated Restaurant does have a drive-thru.

Alternative New Restaurant and Relocation Capital Contribution Incentive. The “Alternative New Restaurant and Relocation Capital Contribution” or “ANRRCC” incentive program is designed to provide assistance to franchisees who desire to develop and operate new traditional, standalone Restaurants located in certain geographic areas. You may qualify to participate in the ANRRCC incentive program if you sign a Franchise Agreement on or before March 31, 2026 to develop a new Baskin-Robbins Restaurant within the ANRRCC Market. You may also qualify to participate in the ANRRCC incentive program if you sign a new Store Development Agreement to develop 2 or more new Restaurants, each located within the ANRRCC Market. You may also qualify to participate in the ANRRCC incentive program if you sign the Incentive Amendment in connection with the amendment of your existing Store Development Agreement on or before March 31, 2026 to amend add 1 or more new Restaurants to your existing development schedule, each located within the ANRRCC Market. Lastly, you may qualify to participate in the ANRRCC incentive program if you sign a Franchise Agreement on or before March 31, 2026 to relocate your existing Restaurant within the ANRRCC Territory. The “ANRRCC Market” currently includes Alaska, Idaho, Hawaii, Montana, Oregon, Washington, and the Central States Territory. Under the ANRRCC incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the Store Development Agreement), you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement, then we will provide you with the following:

- a) \$31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru.
- b) \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

Remodel Capital Contribution Incentive. The “Remodel Capital Contribution” incentive program is designed to provide assistance to existing franchisees who desire to remodel their existing Restaurant in connection with signing a new Franchise Agreement. If (a) under your existing franchise agreement you are required to remodel your Restaurant on or before December 31, 2025, (b) you sign a renewal Franchise Agreement on or before December 31, 2025 to remodel your existing Baskin-Robbins Restaurant, (c) you complete the remodel prior to the remodel due date under your existing franchise agreement, and (d) you submit construction costs to us in the form we require within 60 days of re-opening after the remodel is complete, then under the Remodel Capital Contribution we will provide you with a \$10,000 credit paid directly to your equipment vendor during the remodel of the Restaurant.

Early Remodel Capital Contribution Incentive. The “Early Remodel Capital Contribution” incentive program is designed to provide assistance to existing franchisees who desire to remodel

one or more years before the required remodel date under their existing franchise agreements and sign a new Franchise Agreement to continue to operate the remodeled Restaurant. If (a) under your existing franchise agreement you are required to remodel your Restaurant in 2026 or beyond, (b) you sign a renewal Franchise Agreement on or before December 31, 2025 to remodel your existing Baskin-Robbins Restaurant, (c) you complete the remodel prior to the remodel due date under your existing franchise agreement, and (d) you submit construction costs within 60 days of re-opening after the remodel is complete, then under the Remodel Capital Contribution we will provide you with a \$15,000 credit paid directly to your equipment vendor during the remodel of the Restaurant, and the next remodel will not be due until ten years from the required remodel date under the existing franchise agreement.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Development Agreement), the NRO Territory Relocation, ANRRCC, Remodel Capital Contribution, and Early Remodel Capital Contribution will not apply. The Remodel Capital Contribution and Early Remodel Capital Contribution incentive programs do not apply to Combo Restaurants and cannot be combined with any other incentives.

13. **Multi-Brand Locations:** If we permit you to develop a Baskin-Robbins Restaurant at a Multi-Brand Location, you may incur additional expenses to establish the Other Restaurant(s), including initial franchise fee, initial training program, computer system, signage, fixtures, furniture, equipment, initial inventory, and other expenses. You will find the build costs and other costs to establish each applicable Other Restaurant(s) in the Other Franchisor's franchise disclosure document. You may pay less than the cumulative total estimated initial investments for both a Baskin-Robbins Restaurant and Other Restaurant if certain expenses overlap, such as rent and insurance.

ITEM 8:

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to ensure a uniform image and uniform quality of products and services throughout the Baskin-Robbins network, you must maintain and comply with our Standards, as we periodically modify them. Our Standards may regulate various aspects of the System and the development and operation of Baskin-Robbins Restaurants, including the location, physical characteristics and quality of operating systems and other aspects of restaurants; the products sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; participation in loyalty programs; and all other things that we periodically specify affecting the experience of consumers who patronize Baskin-Robbins Restaurants. We make the Standards available to you in our Manuals and in other forms of communication, which we may update from time to time.

You must purchase or lease all equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets"), the retail information system and related equipment and programs (including the electronic point-of-sale cash register system ("POS System") that we approve), inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). You must use and participate in The Center, our online training program, for initial and on-going training obligations, and you must pay us the initial and on-going fees to access and participate in The Center, as described in Item 5 and Item 6 above. Additionally, you must sign contracts with approved suppliers and participate in our then-current gift card program operated by or through our approved suppliers (that may include us or our affiliates), currently attached here as **Exhibit J.**

Dairy Farmers of America is currently the exclusive manufacturer and distributor to Baskin-Robbins franchisees (with some exceptions) of ice cream, sherbet, ices, sorbets, quick frozen fruit, ice cream and yogurt novelties, toppings, roll cakes, and other related products. Exceptions to this exclusivity may include certain ice cream novelties (including ice cream sandwiches), cakes and quarts. We reserve the right to designate and approve suppliers and/or distribute products and services ourselves or through designated and/or approved third parties. If you operate your Restaurant in Alaska, Hawaii, the Central States, or the Pacific Northwest, in exchange for a reduced CFF, you will pay higher prices than similarly situated Baskin-Robbins franchisees for the products that you must purchase from Dairy Farmers of America. We or our affiliates will receive a rebate ranging between 5% and 45% of your purchases of these products.

Every supplier must demonstrate to our satisfaction that it can meet all of our specifications, standards, and requirements and has adequate capacity to supply our franchisees' quantity and delivery needs, which may mean, among other things, the ability to supply all franchisees in the System. We provide our relevant standards and specifications to approved suppliers and is not available to you. A list of approved suppliers is available in the Manuals.

If you wish to use a supplier we have not previously approved, you may request approval by submitting the request to us in writing. Our criteria for approving alternative suppliers is not available to you or your proposed supplier. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. You must reimburse us for the costs we incur to test the samples from the suppliers, and we expect that the cost of testing will range from \$1,000 to \$10,000 depending on the complexity of the products or services. All requests will be reviewed in accordance with our then-current policies and procedures, and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards, and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards, and requirements from time to time, and there is no limit on our right to change our specifications, standards and requirements. We will notify you and the supplier within 180 days of your initial request. If you do not receive a response from us within 180 days from your initial request, your request will be deemed disapproved. We may withdraw our approval of any supplier at any time if the supplier's performance does not meet our specifications, standards, and requirements.

We may limit the number of suppliers that we may consider for approval and for certain products, and we may in the future designate ourselves, any of our affiliates, or any third-parties as an exclusive supplier for one or more products or services.

You may only develop the Restaurant at a site that we have accepted. The Premises must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

If you have not already done so before executing the Franchise Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed

to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease, attached here as Exhibit F of the FDD. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of the Franchise Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of the Franchise Agreement, including any extension or renewal, at triple-net fair market value rent for comparable Baskin-Robbins Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional. If you purchase or lease the Premises from one of our affiliates, we or our affiliates will derive revenue from the purchase or lease.

Before opening or operating the Restaurant for business, and before beginning construction of the Restaurant if you are developing the Restaurant, you must acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards and described in Item 7 above. You must maintain such coverage in full force and effect throughout the term of the Franchise Agreement. We have the right to change these insurance requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

We and any affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without 30 days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage required under the Franchise Agreement. If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us.

Except as otherwise stated in this Item, there are currently no items for which we or any of our affiliates are approved or designated suppliers or the only approved or designated suppliers. Except for interests our officers may hold in Inspire Brands and its subsidiaries, there are no approved or designated suppliers in which any of our officers or directors own an interest. We do not provide any material benefits to franchisees in return for their purchase of particular products or services or using designated suppliers. Collectively, the purchases and leases that you must make from us and our affiliates, from designated or approved suppliers, or under our standards and specifications represent more than 95% of your purchases and leases to establish and operate the Restaurant.

During the 2024 fiscal year, we derived revenue from the franchisee's payment of the initial and on-going fees for the franchisee's access to and participate in The Center and from the franchisees' required purchases (\$13,164,375, or 25.5% of our total revenue of approximately \$51,716,501). Additionally, during the 2024 fiscal year, our affiliates received a total of \$3,365,983 from the sale or lease of products and services to the franchisees, including all payments from franchisees under their leases with our affiliates. Other than these amounts, neither we nor our affiliates derived any revenue during the 2024 fiscal year from selling or leasing products or services to franchisees.

There currently are no purchasing or distribution cooperatives. We, our affiliates, and our designees currently negotiate purchase arrangements with suppliers (including price terms) for certain goods and services. In doing so, we, our affiliates, and our designees seek to promote the franchise system's overall interests and our interests as the franchisor (rather than the interests of any particular franchisee).

Multi-Brand Locations

If we and you enter into the Multi-Brand Addendum and you operate your Baskin-Robbins Restaurant at a Multi-Brand Location, we, at our option, may modify any of the terms of the Baskin-Robbins system applicable to your Baskin-Robbins Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Baskin-Robbins Restaurants, to reflect the Restaurant's status as a Multi-Brand Location. If you operate your Baskin-Robbins Restaurant at a Multi-Brand Location, you must comply with all of these modifications.

If we permit you to operate your Baskin-Robbins Restaurant at a Multi-Brand Location, (i) you must use paper products and other items bearing the Trademarks only at the Restaurant and with products served by the Baskin-Robbins Restaurant, and you (or your affiliate) may not use them at the Other Restaurant or with products served by the Other Restaurant, (ii) you must ensure that all employees providing services to customers of the Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants, and (iii) you may be required to purchase or lease certain goods and services for each Other Restaurant from approved or designated suppliers (which may be the applicable Other Franchisor or its affiliate). You can find additional information in each Other Franchisor's franchise disclosure document.

ITEM 9: FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

| | Obligation | Section In Agreement* | Disclosure Document Item |
|----|---|---|---------------------------------|
| a. | Site selection and acquisition/lease | FA: 3.A and 3.B SDA: 4 | Items 1, 6, 7 & 11 |
| b. | Pre-opening purchases/leases | FA: 3.C, 7.A, 7.F | Items 1, 6, 7 & 11 |
| c. | Site development and other pre-opening requirements | FA: 3 MBA: 4(d) SDA: 4 | Items 1, 6, 7 & 11 |
| d. | Initial and ongoing training | FA: 4 MBA: 5 | Item 11 |
| e. | Opening | FA: 3.C SDA: 1 | Item 11 |
| f. | Fees | FA: 5 SDA: 3 | Items 5 , 6 & 11 |
| g. | Compliance with standards and policies/operating manual | FA: 1.C, 3, 7.A MBA: 4(e)-(g), 5 SDA: 4.A | Item 11 |
| h. | Trademarks and proprietary information | FA: 9 | Items 13 & 14 |
| i. | Restrictions on products/services offered | FA: 7.A | Item 16 |

| | Obligation | Section In Agreement* | Disclosure Document Item |
|----|---|---|---------------------------------|
| j. | Warranty and customer service requirements | FA: 7.A, 7.G | Item 11 |
| k. | Territorial development and sales quotas | SDA: 2.C SDA: 1.A, 2.A | Items 1 & 12 |
| l. | Ongoing product/service purchases | FA: 7.A, 7.F | Item 8 |
| m. | Maintenance, appearance and remodeling requirements | FA: 8 MBA: 4(a), 7 | Item 11 |
| n. | Insurance | FA: 12.A | Items 6 & 8 |
| o. | Advertising | FA: 6 | Items 6 & 11 |
| p. | Indemnification | FA: 12.B | Item 6 |
| q. | Owner's participation management/staffing | FA: 7.E | Items 11 & 15 |
| r. | Records/reports | FA: 11 MBA: 4(g) | Item 6 |
| s. | Inspections/audits | FA: 7.C MBA: 6 | Items 6 & 11 |
| t. | Transfer | FA: 13 MBA: 8(b) SDA: 8 | Item 17 |
| u. | Renewal | FA: 2.B MBA: 3 SDA: 6.B, 6.C | Item 17 |
| v. | Post-termination obligations | FA: 10.C, 14.E MBA: 8(d) SDA: 7.B | Item 17 |
| w. | Non-competition covenants | FA: 10 SDA: 9 | Item 17 |
| x. | Dispute resolution | FA: 15 SDA: 9 | Item 17 |
| y. | General Release of Claims and Guaranty | FA: 2.B, 13.C, 13.D SDA: 6.C, 8.C, 8.D | Item 17 and Exhibit I |

* In the above chart, all references to “FA” includes both the Franchise Agreement and Combo Franchise Agreement, and all references to “SDA” includes both the Store Development Agreement and Combo Store Development Agreement.

ITEM 10: FINANCING

We do not offer direct or indirect financing. We do not guaranty your note, lease, or obligation.

ITEM 11: FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance. Before you open your Restaurant, we will:

1. Identify the Store Development Area, Development Schedule and Term of the Store Development Agreement. (Store Development Agreement Sections 1, 6.A)
2. Provide initial training. (Franchise Agreement Section 4.A)
3. Provide you with electronic access to our Standards and the Manuals, which may include audio, video, pictures, presentation materials, computer software, electronic media, written materials, written directives, email and other electronic communications, or any other medium capable of conveying the contents of the manuals (as we periodically modify them). We make our Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. (Franchise Agreement, Section 1.C)

The following table identifies the subjects covered in the Manual's written materials and the number of pages devoted to each subject:

| Topic | Number of Pages |
|-----------------------------|------------------------|
| Menu Items | 75 |
| Digital, Mobile, Technology | 97 |
| Equipment | 62 |
| Food Safety | 120 |
| People | 43 |
| Operational Excellence | 174 |
| TOTAL | 571 |

Ongoing Assistance. During the operation of your Restaurant, we will:

1. Update the System, Standards, Manuals, and Proprietary Marks from time to time. (Franchise Agreement Section 1.C)
2. Provide on-going training. (Franchise Agreement Section 4.A)
3. Maintain an advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. (Franchise Agreement Sections 4.C)
4. Consult with the franchisee advisory council (or its successor) from time to time. (Franchise Agreement Sections 4.D)
5. Advise you regarding the manner and timing of the marketing start-up of your Restaurant. (Franchise Agreement Section 5.B)
6. Maintain the Baskin-Robbins Advertising and Sales Promotion Fund. (Franchise Agreement Section 6.A)
7. Review advertising and marketing materials you prepare or cause to be prepared. (Franchise Agreement Section 6.B)

8. Specify the form and manner of records and reports you must submit to us. (Franchise Agreement Section 11.B)
9. Provide you notice of SDO opportunities in your Store Development Agreement. (Store Development Agreement Section 2)

Site Selection and Lease

Store Development Agreement. If you sign the Store Development Agreement to develop multiple Restaurants, then you may look for sites within the Store Development Area. Although we may assist you in your search, it will be your sole responsibility to search for and propose to us the site on which you wish to develop the Restaurant. You must deliver to us a complete site report and other materials and information we request for suitable site(s) within the Store Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. You must also submit information to us concerning the proposed layout and other aspects of the proposed Restaurant's design and appearance. You must make the changes to the proposed design and appearance that we require, and you must develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

When determining whether a site meets our requirements, we consider the location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Restaurants of the same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities, and other factors. We generally issue a notice to proceed between 60 and 90 days after receiving the required information related to the proposed site. If we disapprove of a site, you must submit alternative proposed site locations for the Restaurant, including a complete site report, in time to open the Restaurant on or before the Required Opening Date identified in the Store Development Agreement. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of franchise agreement and related documents.

You must submit to us the proposed purchase agreement or lease for the Restaurant's premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant. We or our affiliates may own the Premises and lease or sublease the Premises to you. If you lease the Premises from a third-party landlord, you and the landlord must sign our then-current form of Option to Assume the lease. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you do not sign a Franchise Agreement and/or open the Restaurant on or before the Required Opening Date identified in the Store Development Agreement, we may terminate your Store Development Agreement.

Franchise Agreement. If you develop your Restaurant under a Franchise Agreement without first signing a Store Development Agreement, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date identified in the Franchise Agreement. You may only develop a Restaurant at a site that we have accepted. When determining whether a site meets our requirements, we consider the location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Restaurants of the

same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities, and other factors. We generally issue a notice to proceed between 60 and 90 days after receiving the required information related to the proposed site. If we disapprove of a site, you must submit alternative proposed site locations for the Restaurant, including a complete site report, in time to open the Restaurant on or before the Required Opening Date identified in the Franchise Agreement.

If you have not already done so before signing the Franchise Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume (Exhibit F).

Construction and Opening the Restaurant

The typical length of time between the signing of the Franchise Agreement and commencing operations of your Restaurant is between 8 to 15 months. You may not begin construction of your Restaurant until we have approved the site and you have signed a Franchise Agreement. The Restaurant and Premises must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You must also confirm the Restaurant and Premises to comply with local ordinances and building codes, and you must obtain the required licenses and permits to develop and operate your business. You may not deviate from our approved plans, specifications and requirements without our prior written approval. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises. You will be solely responsible for conforming the Premises to local ordinances and building codes and obtaining any required permits.

You must open and begin operating the Restaurant, in accordance with our Standards and other provisions of the Franchise Agreement, on or before the Required Opening Date specified in the Franchise Agreement. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open. If you do not open your Restaurant on or before the Required Opening Date identified in the Franchise Agreement, we may terminate your Franchise Agreement.

No later than the Refurbishment Dates and the Remodel Dates identified in the Franchise Agreement, you must refurbish and remodel the Restaurant in accordance with our then-current refurbishment and remodel Standards. You are responsible for the costs of refurbishments and remodels. Our refurbishment Standards generally include enhancements, improvements or upgrades to exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology. Our remodel Standards generally include enhancements, improvements or upgrades to the site, building, equipment (including the Operating Assets), technology and operational systems as necessary to bring the Restaurant up to the then-current Brand image and Standards.

If we permit you to operate the Baskin-Robbins Restaurant at a Multi-Brand Location, you may not open and begin operating the Restaurant unless the Other Restaurant is also open and in operation. (Section 4(d) of the MBA) If we permit you to operate the Restaurant at a Multi-Brand Location, you must design and construct, and/or make modifications to the Restaurants layout, design, equipment and fixtures that we periodically specify to reflect the Restaurant's operation at a Multi-Brand Location. You must notify customers, and the design and layout must reflect, in the manner we periodically specify that the operation of the Other Restaurant(s) is separate from and independent from the Restaurant. At our option, you may

use certain areas of the Premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Restaurant or only for the business associated with the Other Restaurants. (Section 4 of the MBA)

Advertising and Marketing

Marketing Start-Up

In connection with a material branding or re-branding event at the Restaurant such as opening, re-opening, remodel, or any other event set forth in our Standards, you must undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of such activities. If we have established a minimum dollar expenditure for your Restaurant's initial opening promotional activities, that amount will be set forth on the Contract Data Schedule.

Unless you qualify for an incentive, if your Restaurant will be a Baskin-Robbins Restaurant, a Gas & Convenience Restaurant, or if you add a Baskin-Robbins Restaurant to an existing Dukin' restaurant and you are not required to remodel the Restaurant, you must spend the Standard Marketing Start-Up Fee. If your Restaurant will be a Combo Restaurant, you must spend the Combo Marketing Start-Up Fee. If you are re-opening your Restaurant after relocating in accordance with the terms of your Franchise Agreement and our Standards, you must spend the Relocation Marketing Start-Up Fee. Lastly, if your Restaurant will be operated from an SDO location, or if you are re-opening your Restaurant after completing a remodel, you must spend the Reduced Marketing Start-Up Fee. If you fail to administer the promotional programs, we may require you to pay the Standard Marketing Start-Up Fee, Combo Marketing Start-Up Fee, Relocation Marketing Start-Up Fee, and/or Reduced Marketing Start-Up Fee to us or our approved vendors to conduct these activities on your behalf.

Baskin-Robbins Advertising and Sales Promotion Fund

We have established and administer the Baskin-Robbins Advertising and Sales Promotion Fund (the "Fund"), and direct the development of all advertising, marketing, and promotional programs for the System.

We may use up to 20% of Continuing Advertising Fees for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the Baskin-Robbins brand. Administrative expenses may include payments to us, our affiliates, or third parties for the payment of travel, rent, salaries, benefits, and/or other expenses incurred in connection with our administration of the Fund. The balance of Continuing Advertising Fees, plus any interest earned by the Fund, will be used for advertising and related expenses. Advertising and related expenses may include marketing and promotional activities and the costs to prepare, produce and distribute advertising, marketing, and related materials. Advertising may be disseminated in various types of media (e.g., print, radio, television, the Internet, billboards, social media, mobile applications, and others). The content of all activities of the Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by us. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Fund, or to ensure that you benefit directly or on a pro rata basis from the Fund's activities. At our discretion, the scope of individual advertising programs may be local, regional, or national.

All franchisees are required to contribute to the Fund; however, franchisees that operate their Baskin-Robbins Restaurants from SDO locations, franchisees that operate in certain markets, and franchisees that qualify for certain incentives may contribute to the Fund at reduced rates. We and our

affiliates contribute to Fund on at least the same basis as franchisees for any Baskin-Robbins Restaurants that we or they own. Contributions to the Fund not spent in the fiscal year in which they accrue are first used to offset any deficit carried over from the prior year, and then any additional amounts are carried forward to the next year. Upon your request, we will provide you with an audited statement of receipts and disbursements for the Fund that is audited by an independent, certified public accountant, for each fiscal year of the Fund.

During our 2024 fiscal year, the Fund spent 14.7% on marketing materials production, 28.6% on media placement, 10.1% on point of purchase materials, 19.1% on administrative costs, and 27.5% on other costs and expenses, including digital and delivery promotions, public relations, local marketing programs, innovation tests, gift cards support, agency and professional fees, and other costs and expenses.

Currently there are no advertising cooperatives. Except as described above, none of the advertising fees collected from franchisees are used to pay to advertise or promote the sale of our franchises. Restaurants owned by our affiliates (if any) contribute to the Fund on the same basis as other franchisees.

Baskin-Robbins Brand Advisory Council (BAC)

All franchisees in the System are members of a local District Advisory Council (“DAC”). These franchisees elect a DAC co-chair and vice chair, who represent them on a Regional Advisory Council (“RAC”). Each RAC then elects RAC co-chairs and vice chairs, who in turn represent the RAC on the Brand Advisory Council (“BAC”). The BAC advises us on ways to build, protect, and lead the Brand with guest satisfaction, franchisee profitability and the long-term viability of the Brands. We may appoint additional members to the BAC, and we reserve the right to change one or more of the councils, to form new councils or to dissolve one or more councils. All the councils serve in an advisory capacity only and do not have operational or decision-making power. All elected members must adhere to certain standards of eligibility as outlined in the Council guidelines. The Marketing Steering Committee is a sub-committee of the BAC and advises the brand on advertising, media, calendar windows, programs, and innovation, among other things.

Local Marketing

If you prepare any advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs for the Restaurant (collectively, “Local Marketing”) materials or programs, then you must submit the materials and programs and their proposed use to us for our prior written approval in advance of any use. You may not use any Local Marketing materials or programs that we have not approved or have disapproved. Additionally, you also must comply with any Standards and guidelines that we periodically specify concerning Local Marketing.

Additional Marketing

From time to time, we may create national or local promotional program(s) that, for a limited time, involved the giveaway of a specified product, or its sale at some specified price. We may also create programs for frequency and loyalty cards and redemption of gift certificates, coupons, and vouchers, the duration of which will be determined by us. Currently, you must participate in the Baskin-Robbins loyalty program. If we designate any such program as mandatory, you must fully participate.

Multi-Brand Locations

If we permit you to operate the Restaurant at a Multi-Brand Location, unless we otherwise specify or approve, none of the advertising, marketing or promotional materials associated with the Restaurant may reference any Other Restaurant or the brand(s) under which they operate. (Section 4(f) of the MBA)

Technology and Computer Systems

Overview

All Restaurants are required to purchase or lease and use in the operation of the Restaurant the “Restaurant Technology System” that we designate for the size and configuration of your Restaurant only from our approved and designated suppliers (which may include us or our affiliates). We may grant limited exceptions for certain components of the Restaurant Technology System in atypical circumstances, such as unique contractual obligations of the Premises. In such circumstances, you may be required to purchase additional equipment and incur additional costs. You will use the Restaurant Technology System to process credit and gift cards, accept mobile orders and payments, accept online orders and payments, configure and present menu items, pricing, and taxation, access your back-office systems, access and run your video surveillance systems, run your drive thru, use the Baskin-Robbins learning and marketing programs and courses, and connect to the Internet.

We may periodically require changes or upgrades to the specific software, hardware and computer equipment. No contract limits the frequency or cost of your obligations. We will have unlimited, independent access to the information that your POS system and other internet-connected technology systems generates and stores, including detailed sales information. For clarity’s sake, we will not access individual employee personal data (including contact information, social security numbers, rate of pay or similar information) without your consent or a legal requirement. You must ensure that your POS system and internet-connected technology systems are online and available for access. You alone are responsible for analyzing, addressing, fixing, and assuring your own POS and technology compliance, including any required Payment Card Industry (“PCI”) compliance. You should assemble a team to understand the POS and related technology problems within your business.

We require that you maintain all components of the Restaurant Technology System in compliance with our Standards, and you must have maintenance agreements in place with approved and designated suppliers for all components of the Restaurant Technology System. You may be periodically required to upgrade the Restaurant Technology System, and those upgrades will be at your sole cost and expense. There are no contractual limitations on the frequency, or limitations on the cost, of your updating or upgrading obligations.

The Restaurant Technology System for Baskin-Robbins Restaurants is currently comprised of many components, including the POS system, POS peripherals, a manager’s computer workstation, nutritional labeling printer, store network, service desk services, credit card processing, store value cards, menu board system, digital cake book, advance and remote ordering, PCI/PA-DSS Products and Services, Payment Services, Retail Transaction Receipt Marketing Solutions, POS and back of office maintenance, security patching, and other miscellaneous aspects of the system. The Restaurant Technology System for Combo Restaurants includes the above, plus additional components, including, nutritional labeling printer, retail transaction receipt marketing solution, coin changer, video surveillance, franchisee business intelligence, in restaurant self-ordering kiosk, line busting tablet, and back-up protection services.

Below is a breakdown of the total cost estimates for the Restaurants Technology System if you will develop and operate a Baskin-Robbins Restaurant:

(A) Point-of-Sale (“POS”) System. We require you to process and record all your sales on POS system. The POS systems can record accumulated sales and cannot be turned back or reset and they retain data in the event of power loss. Microsoft Operating System patching and anti-virus software license and associated updates and management are included in your Annual Maintenance package noted below. The current cost for the POS System is as follows:

| Concept | # of POS | Estimated Initial Cost Range | Estimated Annual Fees and Maintenance |
|--|----------|------------------------------|---------------------------------------|
| Single Terminal Configuration | 1 | \$3,350 to \$4,274 | \$924 |
| 2 Counter Terminal Configuration | 2 | \$5,313 to \$6,930 | \$1,733 |
| Single Terminal Configuration with Drive-Thru | 2 | \$5,313 to \$6,930 | \$1,733 |
| 2 Counter Terminal Configuration with Drive-Thru | 3 | \$7,046 to \$9,471 | \$2,648 |

“Annual Maintenance” includes POS System hardware maintenance, POS software maintenance, and service desk. Unless specifically listed below, the maintenance cost above includes updates and upgrades. And “Initial Cost” includes Hardware (POS, scanner, printer, etc.), software, staging, installation and training materials, service desk and maintenance. It does not include travel and other incidental costs associated with training, if necessary. This is a self-install and self-train model.

(B) POS Peripherals - Barcode Scanners & Price Configuration Display. Each front counter POS and drive-thru cashier POS unit, except for the drive-thru order taker POS, will be required to have a barcode scanner and price configuration display integrated into the POS system.

(C) Manager’s Computer Workstation. We require you to have a dedicated In-Restaurant manager’s computer workstation comprised of a computer with access to the Internet and a printer. The workstation may also be used for other software and hosted services used in the running of your franchise.

(D) Nutritional Labeling Printer. As determined by controlling laws and regulations, you may be required to purchase, install, and maintain a label printer to provide information regarding the ingredients, components and/or nutritional information for products, which you sell in the Restaurant. The initial cost of a printer from our vendor ranges from \$75 to \$500, depending on the model selected.

(E) Store Network. Store Network. All Restaurants are required to have dedicated, high-speed Internet access for use with the POS and other Restaurant Technology System components at the Restaurant. We require you to purchase business class high-speed internet with a minimum bandwidth of 35 Mbps (download) by 5 Mbps (upload) from a provider approved by us, or in accordance with specifications set by us. If the franchisee elects to utilize our approved aggregated internet service provider, the monthly cost for high-speed internet can range from \$67 to \$111. Additionally, we require that you install, use, and maintain in continual operational condition a network firewall provided by a vendor approved by us. Monthly maintenance costs for required firewall and associated services range from \$121 to \$221, per Restaurant. If the franchisee elects to utilize our approved aggregated internet service provider, the total monthly store network cost can range from \$188 to \$332.

(F) Service Desk Services. You are required to use our Restaurant Technology System Service Desk provider, which provides first point of contact assistance with your POS System and

Restaurant Technology System. The Service Desk troubleshoots malfunctioning systems, arranges for hardware and software repairs, facilitates other technology processes and programs, and answers questions about certain technology operations. A current Service Desk contract is required for each of your Restaurants, covering any Restaurant Technology System components that the Service Desk supports. The cost of a Service Desk contract ranges from \$570 to \$825 per Restaurant, per year.

(G) Credit Card Processing Services / Payment Terminal Device. Restaurants are required to have “Clover-Go” from FiServ. Hardware costs for “Clover-Go” range from \$100 to \$125. In addition, you are required to participate in the approved credit card program with our approved vendor, which currently includes MasterCard, Visa, American Express, and Discover. You should expect to pay monthly bank and service fees for this service as well as fixed and variable transactional fees for processing.

Each POS terminal accepting tender must be interconnected to the payment terminal device with appropriate software to encrypt and tokenize the payment transactions provided by our approved vendor. The costs for the payment terminal hardware and accessories range from \$0 to \$400 per unit. Installation costs per Restaurant range from \$50 to \$500. The costs hardware and software maintenance for payment terminals range from \$120 to \$400 per year. Variable costs depend on the number of payment terminals present.

If your Restaurant receives a limited exception to our POS requirement, you may instead be required to install and maintain an external credit card and/or gift card payment-processing device for each exception POS terminal that accepts tender. The range for such equipment is from \$500 to \$1,250 per POS terminal. In addition, Restaurants could purchase additional payment terminals for their Restaurants and the cost ranges from \$275 to \$450. Hardware and software maintenance for the additional payment terminals range from \$120 to \$400 per year. Installation costs per Restaurant range from \$50 to \$500.

You may be required to purchase fraud prevention services from our approved vendor for your Restaurant’s online, mobile, and remote/advance ordering transactions from our approved vendor. The current cost of such fraud prevention services is between \$0 and \$0.02 per transaction.

(H) Stored Value Card (SVC). You are required to participate in the SVC program. Guests can add stored value to their cards with cash, credit or debit card, mobile wallets or card issuer tender programs, and the amount of the purchase they make with the card is automatically deducted from its stored value. The POS system has the SVC functionality integrated into the system; therefore, no additional hardware is required. You should expect to pay weekly and/or monthly bank and/or service fees as well as fixed and variable transactional fees for processing. A fee of between \$0 and \$0.02 per transaction is applicable to in-store activations, reloads or purchases made using stored value cards in your Restaurant. These charges and fees may be adjusted as program and related costs change.

(I) Menu Board System. We require all Restaurants to install and maintain a Menu Board system approved by us. The approved interior Menu Board solution is a 4-Panel Digital Menu Board (“DMB”) system provided by a vendor approved by us, as well as software, firmware, or cloud-based subscriptions necessary to maintain the digital signage in accordance with standards set by us. DMB system components include 4 display panels, 4 media players, installation kit, network switch, warranty for the display panels and media players, site survey, electrical and networking, site preparation, and physical installation. Component prices range from \$7,700 to \$8,600 depending on the size and model of the display panels. Installation costs for a site survey,

physical installation, electrical and networking site preparation, and vendor management fee to support a 4-panel interior DMB system will range from \$3,100 to \$4,900 depending upon scope of work required.

The 4-panel DMB system is required for new restaurants and for all Restaurant Remodels. New and Remodel Combo locations may elect to install a 3-panel DMB system on the Baskin-Robbins side (only) of the restaurant, as well as software, firmware, or cloud-based subscriptions necessary to maintain the digital signage in accordance with standards set by us.

You must purchase monthly recurring managed services from our approved vendor, comprised of hosting of the DMB system solution software, content management, storage, and distribution of DMB systems content, “Help Desk” or “Support Desk” support, and proactive monitoring of the DMB solutions at the Restaurant. The monthly recurring service fee ranges from \$13 to \$17 per panel, per restaurant.

(J) Digital Cake Book. We require you to install and maintain a Digital Cake Book to enable guests to digitally view ice cream cake offerings in your Restaurant. The initial configuration, installation, and hardware costs may cost up to \$1,000 per Restaurant, and the on-going costs include fees ranging from \$2 to \$4 per month.

(K) Mobile Ordering and Advance Notice Ordering. We require Mobile Ordering and Advance Notice Ordering in all shops on Symphony POS. Both ordering platforms allow guests to place orders remotely, in advance. The on-going cost of these programs may include fixed monthly fees ranging from \$0 to \$75 as well as a transaction fee ranging from 2.0 % to 15.0 % of the order amount. Initial configuration, installation and hardware costs range from \$150 to \$2,600 per Restaurant.

(L) PCI/PA-DSS Products and Services. We require you to purchase certain PCI/PA-DSS products and services through a vendor approved by us. The cost ranges between \$10 to \$20 per Restaurant per month. Franchisees are solely responsible for meeting all PCI requirements and responsibilities and are required to complete the “Self-Assessment Questionnaire” (SAQ) annually.

(M) Payment Services. You may be required, in connection with your purchase of hardware, software and services from our vendors or from us, to pay a service fee to us or a third party for billing and administrative services they or we provide. We have entered into agreements with certain vendors under which we may assist such vendors with the billing and collection of fees from franchisees. In the course of carrying out our responsibilities under such agreements, we may derive income for our services based on a percentage of the invoiced amounts, ranging from 0 % to 6 %.

(N) Retail Transaction Receipt Marketing Solution. We may require you to participate in a monthly Retail Transaction Receipt Marketing Solution program, which will fund continuous support, maintenance and improvements to the marketing solutions company whose software products transform traditional retail transaction receipts into engaging receipts that feature coupons and special offers for guests. Fixed monthly fees could range from \$17 to \$20.

(O) POS and Back Office Technical Maintenance. We may require you to participate in a monthly maintenance program with our vendor with respect to your POS System and/or your

BOH software, which will fund continuous improvements in the base software for the benefit of your Restaurant. Fixed monthly fees range from \$10 to \$25 per Restaurant.

(P) Security Patching. You are required to participate in a vendor approved Security Patching program. This program covers Operating System and other third-party software patching/updating typically done once a month. The approximate cost is \$5-\$10 per endpoint (example endpoints: POS, KDS, Kiosk, etc.).

(Q) Miscellaneous. Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders (“Computer Problems”). It is your responsibility to protect yourself from these Computer Problems, which include taking steps to secure your systems (including continually updating firewalls, password protection, updating operating system service packs or patches, and anti-virus systems), and to use data backup systems. Our vendors may offer protection services or systems from \$85 to \$600 per Restaurant per year based on services provided.

Below is a breakdown of the cost estimates for the optional components of the Restaurants Technology System if you will develop and operate a Baskin-Robbins Restaurant:

(A) Coin Changer. Franchisees are encouraged to install coin changers in their Restaurants. Approved coin changers can be only purchased through our approved POS vendor as standard optional equipment. Price ranges for purchase, configuration and installation are from \$950 to \$1,100 for one coin changer, depending upon the number of coin canisters installed. Annual maintenance prices range from \$90 to \$125 per Restaurant, per year. Prices vary depending on the number of coin changers and coin canisters installed.

(B) Video Surveillance. To enable franchisees to have both Restaurant and remote view of activities, inclusive of a POS overlay, we encourage you to purchase and install a video surveillance camera system that is integrated into the POS System. If integrated directly with the POS system, we require you to purchase this system from our approved vendor. Upfront installation and hardware costs range from \$300 to \$13,000 depending on the number of DVRs and cameras installed. We estimate that annual subscription or maintenance price ranges will be in the range of \$600 to \$5,200 per Restaurant, per year. Initial user setup fees will likely range from \$25 to \$50. You may incur additional fees related to high levels of usage of cloud-based services, which range from \$99 to \$200 per user, per year.

Training

You must at all times manage your first restaurant with at least one individual, who must be you or another partner, shareholder (of your corporation) or member (of your limited liability company) and who has successfully completed our required training program, which may vary based on your role in your organization. Successful completion of the initial training program means achieving a cumulative score of 90% on all the written or verbal tests in each class, completing all required homework and online learning, and adhering to our then-current student expectations. All attendees of the initial training program must have literacy and fluency in the English language sufficient to satisfactorily complete our training program and to communicate with employees, guests, and suppliers. Any person who fails to satisfy any of the foregoing will be dismissed from the training program. You must also achieve proficiency in all aspects of the business. If you do not successfully complete our initial training requirements, we may terminate the Franchise Agreement.

If you wish to own and operate multiple Restaurants, you must continuously manage all of your Baskin-Robbins Restaurants with the minimum number of individuals who have successfully completed our training program according to our standards for multi-restaurant development and operation. If additional individuals from your organization want or need to complete the Baskin-Robbins Brand Training Program (described below), you must pay our initial training fee for each participant (currently, \$2,950 per attendee).

If you are developing or purchasing a Combo Restaurant, you must successfully and timely complete our training requirements for both brands prior to opening your Restaurant.

You are solely responsible for the costs related to the attendees' attendance of the initial training program, including uniforms, salaries, accommodations, and travel expenses. Attendees of the initial training program are required to execute our then-current form of participation agreement and comply with our then-current training policies. If you cancel a scheduled training, you must pay us our then-current cancellation fee. Our current cancellation fee is \$500 per person if you cancel less than 2 weeks before the scheduled class.

Baskin-Robbins Brand Training Program:

The Baskin-Robbins Brand Training program takes a total of 18 days to complete and is a blended training with both virtual components and hands-on training in a Certified Training Shop located at a city and state that we designate. The Baskin-Robbins Brand Training program is offered between 8-10 times a year. This program consists of brand standards training, instructor demonstrations on how to produce, merchandise, serve and package products sold in a Restaurant, and practice.

| Subject | Hours of Classroom Training* | Hours of Restaurant Operations Training | Nature of Instructional Materials | Location |
|--|-------------------------------------|--|---|--|
| Brand eLearning Training* | 10 hours | 0 hours | Online Training | Self- Directed Online Training Prerequisites on The Center |
| Brand Fundamentals Training** | 12 hours | 24 hours | Manuals, job aids, workbooks, handouts, and online training | Instructor-Led Training: Virtual and in Certified Training locations |
| Dessert and Cake Fundamentals Training** | 4 hours | 24 hours | Manuals, job aids, workbooks, handouts, and online training | Instructor-Led Training: Virtual and in Certified Training locations |
| Restaurant Operations Training | 4 hours | 32 hours | Manuals, job aids, workbooks, handouts, and online training | Instructor-Led Training in Certified Training locations |
| TOTAL | 42 hours | 80 hours | | |

* The amount of time required to complete the online training is approximate, and it may take more or less time to complete these components of the Baskin-Robbins Brand Training program based on various factors, including the learner's literacy, competency, and internet connection speeds.

** Some or all the Fundamentals Training may be conducted at our Certified Training locations. There may be additional time needed to achieve required competency levels, which may be conducted at a location other than a Certified location.

In addition to the Baskin-Robbins Brand Training program, we may require you to participate for up to 2 days in the opening of another Restaurant before you may open your first Restaurant. You must cover the cost of the uniforms, salaries, accommodations, and travel expenses, if any, for you and your employees.

As of December 31, 2024, the Baskin-Robbins Brand Training program is supported by members of the field training team. This team is led by Jenna Hall, our Director – Field Training & Operating Services and consists of 1 senior manager of field training and 4 training managers. Trainers have been previously employed as restaurant operations managers, trainers, chefs, or in the quick service restaurant industry. The average tenure of these team members with us and our predecessors is 10 years.

| Subject | Instructors Experience | Length Of Experience In The Field Related To The Subject | Length Of Time With The Franchisor |
|--------------------------------------|-------------------------------|---|---|
| Brand Training Fundamentals | 5-15 years | 10-25 years | 2-13 years |
| Brand Training Business Management | 5-15 years | 5-25 years | 2-13 years |
| Brand Training Restaurant Operations | 5-15 years | 10-25 years | 2-13 years |

Who Must Attend:

| Type of Restaurant/ Franchisee | Who Must Attend | Cost to attend for Required Participants | Who May Attend | Cost to attend for additional Participants |
|---|---|---|---------------------------------|---|
| New Baskin-Robbins Restaurant | Franchisee Candidate | Included in IFF | One additional person | Included in IFF |
| | | | Additional person(s) | \$2,950 per additional person |
| Existing Baskin-Robbins Restaurant | Franchisee Candidate | \$2,950* | Any additional person | \$2,950 per person |
| Existing SDO Restaurant | Franchisee Candidate | \$2,000* | Any additional person | \$2,000 per person |
| Substantial Franchisee * (If one or more of the owners is the person with operational responsibilities, then one of the owners with operational responsibilities must complete the standard training requirements) | Franchisee Candidate or designated representative and person (e.g., a VP or Director of Operations) | Included in IFF up to 5 persons | Any additional person (above 5) | \$2,950 per person |

* **Substantial Franchisee Training:** Certain exceptions to the Franchisee candidate requirement may be made based on the type of organization (e.g., a large publicly-traded corporation) that will own the franchises, however, if one or more of the owners is the individual with operational responsibilities then one of the owners with operational responsibilities must complete the standard training requirements. We reserve the right to modify or eliminate this substantial franchisee training program.

The Center

Our online training platform referred to as “The Center” is the required training program for franchisees, their management, and their franchise team members. Along with the training program The Center includes Brand level communications, operational information, equipment care and maintenance, and Marketing Window Readiness. You will be required to have a broadband high-speed Internet connection and a PC (personal computer) or tablet capable of accessing the Internet and using The Center. For any Baskin-Robbins training programs, you will need to bring a laptop computer(s) with you so that you and your manager can individually access and complete the online portion of the training. These laptops must have high-speed Internet access capabilities. You will be required to sign our then-current form of terms of use for the use of the Baskin-Robbins Intranet (which we may periodically update). You must pay us an initial online access fee currently equal to \$300, and you must pay us our then-current annual continuing training fee, currently \$300 per year.

Additional Training

We believe training is important to the success of our System. From time to time, we provide formal and informal training sessions to franchisees. You must attend and require your employees to attend additional training as we may require. This training may require travel to our Certified Training Shops. You must also ensure that all your employees are trained in our Standards. The field-based field learning team supports on-going operations in your area. This team is led by Jenna Hall, our Director – Field Training & Operating Services and consists of 1 senior manager of field learning and 4 training development managers.

Multi-Brand Location Training

If we permit you to operate the Restaurant at a Multi-Brand Location, the services, guidance and assistance that we provide under the Franchise Agreement, including any training, may be intended for stand-alone Baskin-Robbins Restaurants and not tailored or specific to Multi-Brand Locations. We may modify our training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Baskin-Robbins Restaurant and the Other Restaurants. However, you must ensure that all employees who provide services to the Baskin-Robbins Restaurant’s customers or otherwise assist in the Baskin-Robbins Restaurant’s operation are properly trained to operate the Baskin-Robbins Restaurant and otherwise satisfy our requirements. We have no obligation to provide training, services or other assistance with respect to the development or operation of any Other Restaurant. (Sections 4 and 5 of the MBA)

ITEM 12: **TERRITORY**

The Franchise Agreement

You will operate the Restaurant at a specific location that we first must accept. If you have not located the Premises as of the Franchise Agreement’s effective date, you must secure, by lease or purchase, a suitable site with enough time to develop and open the Restaurant by the Required Opening Date identified

in the Franchise Agreement. We may terminate the Franchise Agreement if you do not secure a site, develop, and open the Restaurant by the Required Opening Date identified in the Franchise Agreement. You will not receive an exclusive territory. You also do not have any type of nonexclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We retain the right to operate or license others to operate Baskin-Robbins Restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

You may not distribute products other than Menu Items at and through your Restaurant, including alternative channels of distribution. We use alternative channels of distribution for our products and trademarks, and we may expand our sale of products on a local, regional, national, or international basis. We have the right to distribute (or license others to distribute) products identified by our trademarks (or by any other name or trademark) anywhere and in any form (for example, in packages or otherwise), regardless of the proximity to your location, through any distribution methods or channels. These other sources of distribution could compete with you. Among others, we reserve the right to distribute goods and services through the Internet and other electronic communications, telephone, mail or other methods, regardless of the destination of the products or services.

If you wish to relocate your Restaurant, you must seek our approval in writing and provide us all the information that we need to evaluate your proposal. Any such request will be subject to our prior written approval of the proposed new site and our determination that you have met our then-current criteria for relocation. Our approval process for a proposed relocation is substantially the same process as it is for considering a proposed new location. Among other requirements to be approved for a relocation, you must be current with all your obligations to us and our affiliates, and you may be required to sign our then-current form of Franchise Agreement (which may be materially different than your original form of Franchise Agreement), and you may be required to pay all required fees to us and our affiliates.

If we and any Other Franchisor grant you the right to operate a Baskin-Robbins Restaurant and one or more Other Restaurants at a Multi-Brand Location, Other Franchisor(s) may grant you territorial exclusivity which will be described in Other Franchisor's FDD and/or Other Franchise Agreement.

Store Development Agreement

If we grant you the right to open more than one Baskin-Robbins Restaurant, you must sign a Store Development Agreement. Under the Store Development Agreement, you will be granted the right to develop 2 or more Baskin-Robbins Restaurants within the Store Development Area. So long as you are fully complying with the terms of the Store Development Agreement, and you and your affiliates are fully complying with all other agreements between us and our affiliates, then during the term of the Store Development Agreement we will not operate, or authorize any other party to operate, another Baskin-Robbins Restaurant within the Store Development Area, except (i) we may grant franchises to you and your Controlled Affiliates within the Store Development Area; (ii) for any Baskin-Robbins Restaurants already located or under development within the Store Development Area that we identify on an Exhibit to the Store Development Agreement, and (iii) for certain SDO opportunities in the Store Development Area. You will sign the first Franchise Agreement once we have approved the site for your first Restaurant.

Our rights are intended to maximize potential distribution of Baskin-Robbins products within the Store Development Area. Typically, Store Development Areas are relatively limited in size and scope. The Store Development Area's size and development requirements may reflect other factors, including the term of the Store Development Agreement, the number of Restaurants to be developed, length of time to develop

Restaurants in the area, retail shopping facilities, major employment centers, transportation centers (train stations, bus terminals, etc.), key traffic intersections, interstate highway ramps, and population.

As part of your review of a particular trade area or territory, we may (but are not required to) provide you with certain information such as: (a) maps indicating existing Restaurants and/or competitor locations and may highlight potential areas of interest to us; and (b) demographic reports (including population and median household income) generated by third parties. It is important you validate the information we provide to you. We do not draw any inferences regarding Restaurant performance from the map or demographic information we share with you, and you may not draw any inferences from them either. We also do not represent or guarantee that the existence of a certain level of demographics, maps or trade area characteristics will translate to a certain level of financial performance, and you may not draw any such inferences based upon any of the information we provide to you. The information is not provided for that purpose.

If you sign a Store Development Agreement, you will be responsible for developing at least the minimum number of Restaurants set forth in the Store Development Agreement. We determine the size of the Store Development Area, the number of Restaurants, the duration of the Store Development Agreement and the development schedule across the Store Development Agreement. Each proposed location must be submitted to us for our review, must meet our design standards, and may be developed only if we provide our prior written approval. If you do not continue to meet our then-current guidelines for multi-restaurant development and ownership, then our approval of your development or opening of scheduled Restaurants may be withheld. You will be granted limited territorial protected rights during the term of the Store Development Agreement. You must open and continuously operate Baskin-Robbins Restaurants in the Store Development Area according to the Development Schedule to maintain your rights under the Store Development Agreement. If you do not comply with the Development Schedule or the other provisions of the Store Development Agreement or any Franchise Agreement, then, among other things, we may terminate the Store Development Agreement.

If you are offered and you sign a Store Development Agreement with one or more conditional options to extend, you will need to execute an Addendum to the Store Development Agreement and meet all conditions outlined in that Addendum to exercise those options. We do not anticipate making this option to extend available to anyone who is developing more than 3 Restaurants and it will not necessarily be available for all Store Development Agreements of 3 Restaurants or less. We may modify or cancel this program at any time.

If we approve your addition of a Dunkin' Restaurant to your Restaurant, you will be required to pay to our affiliate, DD, an additional IFF, and you will need to execute a Combo Franchise Agreement. If we grant you the right to develop multiple Combo Restaurants, then you will execute a Combo Store Development Agreement. (See Item 5.)

In addition, if there are Restaurants operated by other Baskin-Robbins franchisees in the Store Development Area, then we reserve the right to approve the relocation of each of those Restaurants within its already-existing trade area.

For each Restaurant you develop under the Store Development Agreement, you will sign a Franchise Agreement. Under the Franchise Agreement, you will be granted the right to operate one Restaurant at a specific location that is specified in the Franchise Agreement or its exhibits, and only at that location. You will not be granted any additional rights, any minimum territory, or other protected rights.

Unless your Store Development Agreement provides for additional development, you do not have a right to develop and open additional Restaurants. You also will not have any options or similar rights to

acquire additional Restaurants. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution, from products we license, or competitive brands that we control.

Affiliated Franchised Brands

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13: **TRADEMARKS**

The Franchise Agreement licenses you to use the Proprietary Marks. "Proprietary Marks" means the trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin we periodically designate. Our affiliate, BR IP Holder LLC ("IP Affiliate") has registered the following principal trademarks on the Principal Register of the U.S. Patent and Trademark Office (the "USPTO"):

| Primary Marks | U.S. Registration/ Application No. | Date of First Registration/ Application |
|--|---|--|
| BASKIN-ROBBINS | Reg. No. 1,185,045 | Reg. Date: January 5, 1982 |
| BASKIN B 31 R ROBBINS (Horizontal logo in Color) | Reg. No. 3,346,956 | Reg. Date: December 4, 2007 |
| B 31 R (Icon in Color) | Reg. No. 3,346,955 | Reg. Date: December 4, 2007 |
| B 31 R BASKIN ROBBINS (Stacked in Color) | Reg. No. 3,346,957 | Reg. Date: December 4, 2007 |
| B 31 R BASKIN ROBBINS (Side Stacked in Color) | Reg. No. 3,346,954 | Reg. Date: December 4, 2007 |
| B 31 R BASKIN ROBBINS Rebrand Logo (stacked) (in color) | Reg. No. 7,381,385 | Reg. Date: May 7, 2021 |
| B 31 R Monogram (in color) | Reg. No. 7,381,384 | Reg. Date: May 7, 2024 |
| BASKIN B 31 R ROBBINS Rebrand Logo (horizontal) (in color) | Reg. No. 7,475,649 | Reg. Date: August 13, 2024 |

IP Affiliate has made all required renewal and affidavit filings. There is no agreement that limits our right to use or license the use of the Proprietary Marks related to the franchise.

There are no effective material determinations of the USPTO, Trademark Trial and Appeal Board, or any state trademark administrator or any court that would impede your right to use the Proprietary Marks under the terms of the Franchise Agreement. There are no pending infringement, opposition, or cancellation

proceedings involving the Proprietary Marks and no pending material litigation involving the principal Proprietary Marks other than as may be stated in this FDD.

Your right to use the Proprietary Marks is derived only from the Franchise Agreement and is limited to operating the Restaurant according to the Franchise Agreement and all Standards we implement during the term of the Franchise Agreement. You may not sublicense the Proprietary Marks. Your unauthorized use of the Proprietary Marks is a breach of the Franchise Agreement and infringes our and IP Affiliate's rights in the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by that use are for our and IP Affiliate's exclusive benefit, and the Franchise Agreement does not confer any goodwill or other interests in the Proprietary Marks upon you (other than the right to operate the Restaurant under the Franchise Agreement). All provisions of the Franchise Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks that we periodically authorize you to use. Neither you nor your Owners may directly or indirectly at any time during or after the term of the Franchise Agreement contest or assist others in contesting the validity, or our licensor's ownership, of the Proprietary Marks or register, apply to register, or otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

You must use only the Proprietary Marks we periodically designate and in the manner that we periodically approve. You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right to approve any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, social media, and all links to other sites. We have the sole right to establish an Internet "home page" or other website using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees. You agree not to use the Proprietary Marks or the names "Baskin-Robbins", "Baskin", "BR", "31 Flavors" or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, social media accounts, or other identification of you or your business, in any medium. In all approved uses of the Proprietary Marks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated in the manner that we periodically specify. You must modify or discontinue using any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks as we periodically specify, and we are not required to reimburse you for your costs.

You must notify us promptly if you become aware of any actual or apparent infringement or litigation relating to the Proprietary Marks. We or IP Affiliate may take the action that we or it deems appropriate (including no action) and control exclusively any litigation or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Proprietary Mark. You agree to reasonably cooperate with us (at our expense) with respect to actions that, in the opinion of our or IP Affiliate's attorneys, are necessary or advisable to protect and maintain our and our licensor's interests in any litigation or other proceeding or otherwise to protect and maintain our and IP Affiliate's interests in the Proprietary Marks. At our option, we or IP Affiliate may defend and control the defense of any claims disputing your use of, or challenging the validity of, or our or IP Affiliate's rights in, any Proprietary Mark.

We agree to defend, indemnify and hold you and your successors and assigns harmless from, including by reimbursing any reasonable attorneys' fees and other costs and expenses you incur in connection with, any claims disputing your use of, or challenging the validity of or our (or IP Affiliate's) rights in, any Proprietary Mark we license you under the Franchise Agreement, as long as the claim does not arise from your use of any Proprietary Mark in breach of the Franchise Agreement, the Manual or the Standards.

If we permit you to operate the Baskin-Robbins Restaurant at a Multi-Brand Location, you may use the Other Franchisor's trademarks licensed to you under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 14:
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in the Manuals, magazines, posters, toys, pamphlets, brochures, television advertisements, and all other printed and pictorial materials that we produce (whether or not those are registered with the U.S. Copyright Office), and we will make these available to you for your use under the terms of the Franchise Agreement. We have not registered these copyrights with the United States Copyright Office but need not do so at this time to protect them. You may use these items only as we specify while operating your Restaurant and must stop using them if we so direct you.

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of copyrighted materials in any state. We need not protect or defend copyrights, although we may do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

We will disclose certain confidential information to you during the terms of the Franchise Agreement. "Confidential Information" includes information relating to us or the Baskin-Robbins System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information.

Under the Franchise Agreement you will agree that you and your Owners (1) will not use any Confidential Information in any other business or capacity, whether during or after the term of the Franchise Agreement, and will not sell, trade or otherwise profit in any way from the Confidential Information, except during the term of the Franchise Agreement using methods we approve; (2) will keep the Confidential Information absolutely confidential, both during the term of the Franchise Agreement and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; and (3) will adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others needing to know such Confidential Information to operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliates) or that you knew from previous business experience before we provided it to you (directly or indirectly). If

we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

All ideas, concepts, techniques or materials relating to a Baskin-Robbins Restaurant, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which you own the intellectual property rights) (collectively, “Innovations”) must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

ITEM 15:
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE
BUSINESS

You must devote continuous best efforts to the development, management, and operation of your business, which includes the devotion of sufficient time and resources to ensure full and complete compliance with your obligations to us under the Franchise Agreement, and if applicable, the Store Development Agreement. You must develop and operate the Restaurant in compliance with our Standards.

If you sign a Store Development Agreement, you or you Controlled Affiliate must locate sites for and develop the required number of Baskin-Robbins Restaurants agreed to under the Development Schedule and located within the Store Development Area. A “Controlled Affiliate” means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the “Owners”)) own, directly or indirectly, at least 51% of the total ownership interests, provided that the Controlled Affiliate’s remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Baskin-Robbins Restaurant developers and obtain our approval. Additionally, if you are an entity, then each Owner must sign our then-current form of guaranty to be personally bound by all provisions of the Store Development Agreement and any ancillary agreements between us and you.

Under the Franchise Agreement, you must develop and operate the Baskin-Robbins Restaurant in compliance with the terms of the Franchise Agreement, including our Standards and Manuals. If you are a corporation, limited liability company, or other entity, then you agree that each Owner must sign our then-current form of guaranty to be personally bound by all provisions of the Franchise Agreement and any ancillary agreements between us and you.

As a new franchisee, you may expect to perform a substantial amount of manual labor, especially during the first year of operation. During the beginning of the term of the Franchise Agreement, you should expect to work a full shift in the Restaurant every day. However, your personal “on-premises” supervision is not required under the terms of the Franchise Agreement. Your on-premises manager must be trained in accordance with our training requirements. We recommend your on-premises manager have an ownership interest in you, but this is not required under the terms of the Franchise Agreement. Your on-premises manager cannot have an interest or business relationship with any a Competitive Business. You must keep confidential the Confidential Information, although you may share this information with your employees to the extent necessary.

ITEM 16:
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

We require you to confine your business to the operation of a Restaurant. You may not conduct any other business or activity at the Restaurant without our prior written approval. You may only offer or sell products that we have approved, and you must offer for sale the full menu that we require. We may periodically add, delete, or change the list of products that you are required to offer at your Restaurant. There are no limits on our right to do so. If you operate a Baskin-Robbins Restaurant from an SDO location, the menu that we require may be different from the full menu required at traditional Baskin-Robbins Restaurants.

In offering products for sale, you may only use ingredients, products, materials, supplies, paper goods, uniforms, fixtures, furnishings, signs, and equipment that we have approved, and you must follow our required methods of product preparation and delivery.

Your franchise is limited to one location and all sales must be made from that location. You are not permitted to sell or distribute goods or services using the Internet or other electronic communications without our prior written authorization. We have the right to require which third party services are permitted relating to your Restaurant, under what conditions, and for how long, and to establish standards for your use of delivery or catering services and, we have the right to change those standards periodically as we see fit. You may incur costs associated with third party delivery services including hardware, software, delivery fees, service fees and other expenses.

If we permit you to operate the Baskin-Robbins Restaurant at a Multi-Brand Location, you may offer the products and services authorized by the Other Franchisor under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 17:
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

These tables list certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.

| | Provision | Section in the Agreement | Summary |
|----|----------------------------------|--|---|
| a. | Length of the franchise term | FA: Contract Data Schedule C, §2.B MBA: §3 SDA: §6.A | 20 years Based on number of Restaurants to be developed. |
| b. | Renewal or extension of the term | FA: §2.B MBA: §3 | 10 years You must satisfy the renewal conditions set forth in, and be in compliance with, the Franchise Agreement and, if we require, renew or extend the term of the Other Franchise Agreement(s) |

| | Provision | Section in the Agreement | Summary |
|----|--|------------------------------------|---|
| | | NTA: §2 SDA: §§6.B, 6.C | If you sign a Franchise Agreement to develop the Restaurant at an SDO location, you will have no renewal rights. Mid-term extension available if you have satisfied your development obligations and meet our other requirements. Renewal of term available if you satisfy our renewal requirements. |
| c. | Requirements for franchisee to renew or extend | FA: §2.B SDA: §2.C | Written notice to renew; maintained standard and during the term; you do not receive more than 3 notices of default in prior 10 year period from issuing notice to renew; you do not receive notice of default after issuing notice to renew; no uncured defaults at time of renewal; paid all amounts due and owing; obtain lease for the Premises or substitute premises that we accept and you develop the Restaurant at the substituted premises according to our then-current standards termination and mutual general release; sign the then-current form of Franchise Agreement; and pay renewal fee. Subject to applicable state law. Written notice to renew; satisfied the Development Schedule; compliance with SDA and all franchise agreements signed in connection with the SDA; satisfy our then-current criteria to expand; we determine the Store Development Area has potential for additional restaurants; we agree to a new development schedule; general release; sign the then-current form of Store Development Agreement. Subject to applicable state law. |
| d. | Termination by Franchisee | None | No right to terminate. |
| e. | Termination by franchisor without cause | None | No right to terminate without cause. |
| f. | Termination by franchisor with cause | FA: §14.A SDA: §7 MBA: §8(c) | We can terminate the Franchise Agreement and Store Development Agreement only if you default or fail to comply with your obligations. The Franchise Agreement and Store Development Agreement contain cross-default provisions. Terminate immediately upon receipt of a default notice that cannot be cured. |

| | Provision | Section in the Agreement | Summary |
|----|---|---|--|
| g. | “Cause” defined – curable default | FA: §14.A SDA: §7A | Curable defaults include: 24 hours to correct violation or law or Standard relating to health sanitation or safety; 24 hours to resume operations after ceasing operations without our consent; 7 days to cure default for failure to pay; 30 days to cure failure to comply with any other provision of the Franchise Agreement, Standard or other agreement between you and us; your guarantor(s) bankruptcy unless you provide substitute guarantor. Curable default includes: 7 days to cure default for failure to pay. |
| h. | “Cause” defined – non-curable default | FA: §14.A MBA: §8(c) SDA: §7A | Non-curable defaults include loss of Premises or terminate of the lease; unauthorized transfer; unauthorized use of Confidential Information or restrictive covenants; convicted or plead guilty or no contest to felony or crime of moral turpitude; fraud; intentional underreporting Gross Sales; unauthorized use of Premises; another contract between you and us is terminated; we deliver 3 or more notices of same or similar defaults within 12 months; your bankruptcy. Breach that cannot be corrected, such as expiration or termination of any Other Franchise Agreement; abandonment of the Other Restaurant(s). Non-curable defaults include failure to satisfy Development Schedule obligations; bankruptcy; fraud; convicted or plead guilty or no contest to felony or crime of moral turpitude; unauthorized transfer; another contract between you and us is terminated. |
| i. | Franchisee’s obligations on termination/non-renewal | FA: §14.E | Obligations include: cease using benefits of the System, operating the Restaurant, holding yourself out as our franchisee, and using Proprietary Marks or similar marks, trade secrets, Confidential Information, and Manuals; pay all amounts owed; return Manuals and other documents containing our Standards to us; de-identify the Premises and return signage to us; disconnect and cease telephone number connected with the Proprietary Marks; withdrawal fictitious names or similar registration using Proprietary Marks; complete |

| | Provision | Section in the Agreement | Summary |
|----|--|-------------------------------------|---|
| | | SDA: §7.B | with post-termination non-competition covenants. Obligations include cease operating under the Store Development Agreement; immediately pay all outstanding amounts owed, including all unpaid IFFs due under the Development Schedule. |
| j. | Assignment of contract by franchisor | FA: §13.A SDA: §8.A | No restriction on our right to assign. |
| k. | "Transfer" by franchisee - defined | FA: §13.B SDA: §7.B | "Transfer" includes voluntary, involuntary direct or indirect assignment, sale, gift or other disposition, and includes: (a) transfer of any direct or indirect ownership interest in you; (b) merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests; (c) any exchange of voting interests or any arrangement granting the right to control the exercise of the voting rights of any Owner or to control the Restaurant; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; (e) foreclosure; or (f) transfer, surrender or loss of the possession, control or management of all or material portion of the Restaurant (or its operation) or you. "Control Transfer" includes transfer of the Franchise Agreement or rights or obligation under the Franchise Agreement, direct or indirect interest in the Restaurant, or all or substantially all of the Operating Assets, or a Controlling Ownership Interest in you. "Non-Controlling Transfer" includes all other transfers. |
| l. | Franchisor approval of transfer by franchisee | FA: §§13.C, 13.D SDA: §§7.C, 7.D | We have the right to approve all transfers, but we will not unreasonably withhold approval. |
| m. | Conditions for franchisor approval of transfer | FA: §§13.C, 13.D | Control Transfer approval requirements: (i) each transferee meets our then-current criteria and each guarantor executes a guaranty; (ii) you have satisfied all outstanding obligations to us; (iii) the Restaurant and Premises are in compliance with our Standards and the Agreement; (iv) sale price may not be excessive; (v) execute general release; (vi) transferee or you repair and/or replace Operating Assets and correct other |

| | Provision | Section in the Agreement | Summary |
|----|--|--|--|
| | | <p>MBA: §8(b)</p> <p>SDA: §§7.C, 7.D</p> | <p>deficiencies we identified, and if we require refurbish or remodel the Restaurant and Premises; and (vii) transferee or you agree to be bound by all terms of the Franchise Agreement for the remainder of the term or execute the then-current form of franchise agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guaranty.</p> <p>We may condition our approval of certain transfers on the simultaneous transfer of other rights, obligations, assets and/or other interests associated with the Other Restaurant(s).</p> <p>Control Transfer approval requirements: (i) each transferee meets our then-current criteria and executes a guaranty; (ii) you have satisfied all outstanding obligations to us; (iii) sale price may not be excessive; (iv) execute general release; (v) transferee or you agree to be bound by all terms of the Franchise Agreement for the remainder of the term or execute the then-current form of franchise agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guaranty.</p> |
| n. | Franchisor's right of first refusal to acquire franchisee's business | <p>FA: §13.G</p> <p>SDA: §7.G</p> | If you wish to sell any interest in the franchise you must give us 60-days' notice to elect to purchase such interest on the same terms and conditions. If the terms later change, we must receive notice of the changes and will have a new 60-day option to make the election on the modified terms. |
| o. | Franchisor's option to purchase franchisee's business | <p>FA: §14.F</p> <p>MBA: §8(d)</p> | <p>Within 30 days from expiration or termination of the Franchise Agreement, we may purchase the Operating Assets and other assets (not including personal assets) used in the Restaurant at their current fair market value <i>less</i> any indebtedness.</p> <p>If our right to acquire the assets of the Restaurant conflicts with the Other Franchise Agreement you must comply with the requirements we reasonably specify.</p> |

| | Provision | Section in the Agreement | Summary |
|----|--|-------------------------------|--|
| p. | Death or disability of franchisee | FA: §13.F SDA: §7.F | Within 12 months after death of you or your Owners, the legal representative must propose transfer, and transfer must be completed no later than 18 months from the death and is subject to our consent. |
| q. | Non-competition covenants during the term of the franchise | FA: §10.B SDA: §9 | Neither you nor your Owners, officers, directors or guarantors may (i) have any interest in any other business which derives more than 20% of its revenue from a combination of ice cream and/or other frozen treat(s) (“Competitive Business”), (ii) divert customers away from any Baskin-Robbins Restaurant; (iii) oppose government approval for the development of another Baskin-Robbins Restaurant; or (iv) perform any act injurious or prejudicial to the goodwill of any Baskin-Robbins Restaurant or Proprietary Marks. |
| r. | Non-competition covenants after the franchise is terminated or expires | FA: §10.C SDA: §9 | For 24 months after expiration, termination or transfer, neither you nor your Owners, officers, directors or guarantors may have any interest in Competitive Business at the Premises, within 1 miles from the Premises, or any other Baskin-Robbins Restaurant. |
| s. | Modification of agreement | FA: §§1.C and 16.E SDA: §9 | Generally, no modifications except in writing and signed by the parties. However, we have the right to modify the System, Manuals, Standards, and Proprietary Marks. |
| t. | Integration/merger clause | FA: §16.D SDA: §9 | The Franchise Agreement and/or the Store Development Agreement, as applicable, constitute the entire agreement between us and you (subject to state law). Any other statements or promises not in the Franchise Agreement, Store Development Agreement, or this Disclosure Document should not be relied upon and may not be enforceable. |
| u. | Dispute resolution by arbitration or mediation | None | Not applicable. |
| v. | Choice of forum | FA: §15.B SDA: §9 | Federal, state, or local courts within Atlanta, Georgia (subject to state law). |
| w. | Choice of law | FA: §16.A SDA: §9 | Georgia law applies to all claims (subject to state law). |

* In the above chart, all references to “FA” includes both the Franchise Agreement and Combo Franchise Agreement, and all references to “SDA” includes both the Store Development Agreement and

Combo Store Development Agreement. References to “NTA” mean the Non-Traditional Rider attached to this disclosure document as Exhibit C-3.

ITEM 18: **PUBLIC FIGURES**

We do not use any public figure in promoting the sale of our franchise.

ITEM 19: **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

These financial performance representations provide actual, historical “AUVs,” or average “Unit Volumes,” for specific groups of franchised Baskin-Robbins Restaurants. “Unit Volume” has the same meaning as Gross Sales, which we define in the note below. This Item 19 includes financial information for our 2024 fiscal year (which we will call simply “2024” in this Item 19), which is the period from January 1, 2024 until December 29, 2024. Indeed, federal and state franchise laws permit us to include in Item 19 either (a) a historical financial performance representation about the franchise system’s existing outlets or a subset of those outlets, or (b) a forecast of the prospective franchisee’s future financial performance. The information in this Item 19 reflects 2024 historical data for the AUV of certain franchised Baskin-Robbins Restaurants, and is not a forecast of future financial performance or a projection.

There were 976 franchised Baskin-Robbins Restaurants operating in the United States at the end of 2024. Of these, 874 operated at traditional locations, and 102 operated at non-traditional locations/SDOs. We excluded from these financial performance representations: (a) all 33 of the franchised restaurants that first opened for business during 2024 and did not operate for the full; (b) all 98 of the franchised restaurants that were closed and reported no sales for extended periods during 2024, often for more than a month, either as part of remodeling or rebuilding the restaurant, due to a hurricane weather-related casualty or fire/water damage, or because of a relocation or planned transfer; and (c) the 2 franchised Baskin-Robbins Restaurants that operated at Multi-Brand Locations (1 of which commenced operations during 2024 and is therefore also reflected in exclusion (a)). The financial performance representations in this Item 19 provide AUVs during 2024 for the remaining 844 franchised Baskin-Robbins Restaurants (called the “2024 Franchised Restaurants”), or an identified portion of those 2024 Franchised Restaurants. Of the 2024 Franchised Restaurants, 93 operated at non-traditional locations/SDOs. We also excluded from these financial performance representations the 35 franchised Baskin-Robbins Restaurants that closed in 2024, all of which were open for at least 12 months before they closed, and all 1,269 franchised Combo Restaurants (which includes 3 Baskin-Robbins Express Restaurants). Neither we nor our affiliates operated any Baskin-Robbins Restaurants as of the end of 2024.

The 2024 Franchised Restaurants that operated at traditional locations were located in various types of structures, such as free-standing buildings and shopping centers/store fronts. The 2024 Franchised Restaurants that operated at traditional locations typically range in size from 1,100 to 1,300 square feet. The majority of the 2024 Franchised Restaurants that operated at non-traditional locations/SDOs were located in gas and convenience stores, and some were also located in airports, travel plazas, casinos, malls,

hotels, and entertainment and sports complexes. The 2024 Franchised Restaurants at non-traditional locations/SDOs typically range in size from 400 to 700 square feet. The 2024 Franchised Restaurants are located across the country and in a variety of urban, suburban, and rural locations and in varied markets with wide-ranging levels of competition. 97 of the 2024 Franchised Restaurants operated with drive-thru windows, and the remaining 747 did not have drive-thru windows. The 2024 Franchised Restaurants have operated for an average of 28.6 years.

The first financial performance representation reflects the AUVs for the 2024 Franchised Restaurants, both overall and as grouped into quartiles (categories of 25%) based on their AUVs.

**Average Unit Volume
for 2024 Franchised Restaurants**

| 1st Quartile | 2nd Quartile | 3rd Quartile | 4th Quartile | All Restaurants |
|--------------------------------|--------------------------------|--------------------------------|--------------------------------|------------------------|
| \$822,152 | \$579,293 | \$462,587 | \$266,694 | \$532,682 |

**Statistics for
2024 Franchised Restaurants**

| | # of Restaurants | Median | Highest | Lowest | #/% Above Average |
|--------------------------|-----------------------------|---------------|----------------|---------------|------------------------------|
| 1 st quartile | 211 | \$777,237 | \$2,317,098 | \$651,859 | 80 / 37.9% |
| 2 nd quartile | 211 | \$578,278 | \$651,535 | \$521,252 | 102 / 48.3% |
| 3 rd quartile | 211 | \$463,819 | \$521,101 | \$404,736 | 108 / 51.2% |
| 4 th quartile | 211 | \$320,873 | \$403,573 | \$11,670 | 134 / 63.5% |
| All Restaurants | 844 | \$521,177 | \$2,317,098 | \$11,670 | 398 / 47.2% |

The second financial performance representation reflects the AUVs for the 2024 Franchised Restaurants, grouped by Region and Division, as defined in the note below.

**Average Unit Volume
for 2024 Franchised Restaurants
by Region and Division**

| Region/ Division | AUV | # | Median | Highest | Lowest | #/% Above Average |
|-------------------------------|------------|----------|---------------|----------------|---------------|------------------------------|
| Northeast/Mid-Atlantic | \$377,280 | 10 | \$345,910 | \$666,719 | \$177,220 | 4 / 40% |
| Northeast/New England | - | 0 | - | - | - | - |
| Midwest/East North Central | \$472,659 | 26 | \$449,054 | \$850,024 | \$223,073 | 10 / 38.5% |
| Midwest/West North Central | \$424,704 | 27 | \$463,819 | \$1,045,569 | \$38,825 | 16 / 59.3% |
| South/East South Central | \$406,348 | 90 | \$405,588 | \$1,031,811 | \$11,670 | 45 / 50% |
| South/South Atlantic | \$517,910 | 35 | \$521,252 | \$1,025,628 | \$287,431 | 18 / 51.4% |
| South/West South Central | \$416,279 | 130 | \$420,050 | \$989,163 | \$26,765 | 66 / 50.8% |
| West/Mountain | \$539,040 | 98 | \$524,027 | \$1,033,244 | \$21,989 | 45 / 45.9% |
| West/Pacific | \$608,444 | 428 | \$570,960 | \$2,317,098 | \$222,554 | 173 / 40.4% |

The third financial performance representation reflects the AUVs for the 2024 Franchised Restaurants, grouped by traditional or non-traditional location/SDO, as described in the note below.

**Average Unit Volume
for 2024 Franchised Restaurants
by Restaurant Type**

| | AUV | # | Median | Highest | Lowest | #/% Above Average |
|-------------------------------|------------|----------|---------------|----------------|---------------|--------------------------|
| Traditional | \$564,791 | 751 | \$536,162 | \$2,317,098 | \$30,866 | 324 / 43.1% |
| Non-Traditional/ SDOs | \$273,392 | 93 | \$157,993 | \$1,308,982 | \$11,670 | 34 / 36.6% |
| All Franchised Restaurants | \$532,682 | 844 | \$521,177 | \$2,317,098 | \$11,670 | 398 / 47.2% |

Notes

(1) “AUV” or “Unit Volume” for a 2024 Franchised Restaurant is the same as Gross Sales, which means all revenue related to the sale of approved products and provision of services (including direct delivery, catering and/or delivery services through third parties) through the operation of the franchised Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the System; taxes collected from guests on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale.

(2) We calculate the AUVs in this Item 19 by adding the Unit Volumes for each restaurant in the applicable group and dividing the sum by the number of restaurants in the applicable group. We obtain the Unit Volumes for franchised Baskin-Robbins Restaurants from sales reports that franchisees submit to us and from data that we collected from franchisees’ POS systems. We have not independently audited that information. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations. A Baskin-Robbins Restaurant’s sales may vary depending on a number of factors, such as the restaurant’s location and physical condition, other characteristics of the site (such as access and signage), seasonality, competition and demographics in the market, pricing decisions, the level and types of marketing the restaurant undertakes, the quality of management and service, commitment to training staff, a franchisee’s business acumen, and the length of time the restaurant has been open. The 2024 Baskin-Robbins Restaurants offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new franchisees will experience.

(3) We define the “Regions” and “Divisions” for purposes of these financial performance representations as follows:

- The Northeast Region is comprised of the Mid-Atlantic and New England Divisions:
 - Mid-Atlantic Division: New Jersey, New York, Pennsylvania
 - New England Division: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont
- The Midwest Region is comprised of the East North Central and Midwest/North Central Divisions:
 - East North Central Division: Indiana, Illinois, Michigan, Ohio, Wisconsin

- Midwest North Central Division: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota
- The South Region is comprised of the East South Central, South Atlantic and West South Central Divisions:
 - East South Central Division: Alabama, Kentucky, Mississippi, Tennessee
 - South Atlantic Division: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, West Virginia
 - West South Central: Arkansas, Louisiana, Oklahoma, Texas
- The West Region is comprised of the Mountain and Pacific Divisions:
 - Mountain Division: Arizona, Colorado, Idaho, New Mexico, Montana, Utah, Nevada, Wyoming
 - Pacific Division: Alaska, California, Hawaii, Oregon, Washington

(4) These financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the AUV figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) 514-6928, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20:

OUTLETS AND FRANCHISEE INFORMATION

BASKIN-ROBBINS RESTAURANTS

| Table 1: Systemwide Baskin-Robbins Outlet Summary for Years 2022 to 2024 | | | | |
|---|-------------|--------------------------|----------------------------|------------|
| Outlet Type | Year | Outlets at Start of Year | Outlets at End of the Year | Net Change |
| Franchised | 2022 | 1,042 | 1,001 | -41 |
| | 2023 | 1,001 | 978 | -23 |
| | 2024 | 978 | 976 | -2 |
| Company-Owned | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| Total Outlets (Note 1) | 2022 | 1,042 | 1,001 | -41 |
| | 2023 | 1,001 | 978 | -23 |
| | 2024 | 978 | 976 | -2 |

| Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years 2022 to 2024 | | |
|---|-------------|----------------------------|
| State | Year | Number of Transfers |
| Arizona | 2022 | 1 |
| | 2023 | 2 |
| | 2024 | 1 |
| Arkansas | 2022 | 0 |
| | 2023 | 6 |
| | 2024 | 0 |
| California | 2022 | 31 |
| | 2023 | 19 |
| | 2024 | 25 |
| Colorado | 2022 | 0 |
| | 2023 | 4 |
| | 2024 | 3 |
| Florida | 2022 | 1 |
| | 2023 | 0 |
| | 2024 | 0 |
| Illinois | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 0 |
| Indiana | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Kansas | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Kentucky | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Louisiana | 2022 | 3 |
| | 2023 | 1 |
| | 2024 | 0 |
| Maryland | 2022 | 3 |
| | 2023 | 0 |
| | 2024 | 0 |
| Michigan | 2022 | 1 |
| | 2023 | 2 |
| | 2024 | 0 |
| Mississippi | 2022 | 0 |
| | 2023 | 7 |
| | 2024 | 1 |
| Missouri | 2022 | 2 |
| | 2023 | 1 |
| | 2024 | 0 |
| Montana | 2022 | 0 |
| | 2023 | 3 |
| | 2024 | 0 |
| Nevada | 2022 | 0 |
| | 2023 | 2 |
| | 2024 | 0 |

| Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years 2022 to 2024 | | |
|---|-------------|---------------------|
| State | Year | Number of Transfers |
| New Mexico | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 1 |
| New York | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 1 |
| Oregon | 2022 | 0 |
| | 2023 | 2 |
| | 2024 | 0 |
| South Carolina | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 3 |
| Tennessee | 2022 | 3 |
| | 2023 | 3 |
| | 2024 | 1 |
| Texas | 2022 | 8 |
| | 2023 | 5 |
| | 2024 | 3 |
| Utah | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Virginia | 2022 | 0 |
| | 2023 | 2 |
| | 2024 | 0 |
| Washington | 2022 | 8 |
| | 2023 | 3 |
| | 2024 | 0 |
| Wisconsin | 2022 | 0 |
| | 2023 | 3 |
| | 2024 | 0 |
| Total | 2022 | 63 |
| | 2023 | 72 |
| | 2024 | 39 |

| Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2022 to 2024 | | | | | | | | |
|--|------|--------------------------|----------------|--------------|--------------|---------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Alabama | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Alaska | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Arizona | 2022 | 25 | 0 | 0 | 0 | 0 | 0 | 25 |
| | 2023 | 25 | 1 | 0 | 0 | 0 | 1 | 25 |
| | 2024 | 25 | 3 | 0 | 0 | 0 | 0 | 28 |

| Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2022 to 2024 | | | | | | | | |
|--|------|--------------------------|----------------|--------------|--------------|---------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Arkansas | 2022 | 39 | 1 | 1 | 0 | 0 | 3 | 36 |
| | 2023 | 36 | 0 | 0 | 1 | 0 | 3 | 32 |
| | 2024 | 32 | 0 | 0 | 5 | 0 | 3 | 24 |
| California | 2022 | 406 | 3 | 1 | 0 | 0 | 10 | 398 |
| | 2023 | 398 | 3 | 3 | 1 | 0 | 5 | 392 |
| | 2024 | 392 | 9 | 1 | 1 | 0 | 4 | 395 |
| Colorado | 2022 | 23 | 1 | 0 | 0 | 0 | 0 | 24 |
| | 2023 | 24 | 1 | 0 | 0 | 0 | 0 | 25 |
| | 2024 | 25 | 0 | 0 | 0 | 0 | 0 | 25 |
| Florida | 2022 | 6 | 1 | 0 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 1 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 1 | 5 |
| Georgia | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Hawaii | 2022 | 16 | 2 | 0 | 1 | 0 | 0 | 17 |
| | 2023 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 2 | 0 | 0 | 0 | 0 | 19 |
| Idaho | 2022 | 7 | 1 | 0 | 0 | 0 | 2 | 6 |
| | 2023 | 6 | 0 | 0 | 0 | 0 | 1 | 5 |
| | 2024 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| Illinois | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 1 | 0 | 0 | 7 |
| Indiana | 2022 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| | 2023 | 6 | 0 | 2 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Iowa | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Kansas | 2022 | 15 | 0 | 0 | 0 | 0 | 1 | 14 |
| | 2023 | 14 | 0 | 0 | 0 | 0 | 2 | 12 |
| | 2024 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| Kentucky | 2022 | 17 | 0 | 0 | 0 | 0 | 1 | 16 |
| | 2023 | 16 | 1 | 0 | 0 | 0 | 1 | 16 |
| | 2024 | 16 | 0 | 0 | 0 | 0 | 1 | 15 |
| Louisiana | 2022 | 23 | 0 | 0 | 0 | 0 | 1 | 22 |
| | 2023 | 22 | 2 | 1 | 0 | 0 | 0 | 23 |
| | 2024 | 23 | 1 | 0 | 0 | 0 | 0 | 24 |
| Maryland | 2022 | 9 | 0 | 0 | 0 | 0 | 1 | 8 |
| | 2023 | 8 | 2 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| Michigan | 2022 | 11 | 0 | 0 | 1 | 0 | 1 | 9 |
| | 2023 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 1 | 0 | 2 | 0 | 0 | 9 |

| Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2022 to 2024 | | | | | | | | |
|--|------|--------------------------------|-------------------|-------------------|------------------|-------------------------------------|--|-------------------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Termina- tions | Non- Renewals | Re- acquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Minnesota * | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| Mississippi | 2022 | 47 | 6 | 0 | 0 | 0 | 5 | 48 |
| | 2023 | 48 | 0 | 3 | 0 | 0 | 3 | 42 |
| | 2024 | 42 | 2 | 1 | 1 | 0 | 4 | 38 |
| Missouri | 2022 | 20 | 1 | 1 | 0 | 0 | 2 | 18 |
| | 2023 | 18 | 0 | 1 | 0 | 0 | 0 | 16 ² |
| | 2024 | 16 | 1 | 0 | 0 | 0 | 1 | 16 |
| Montana | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 1 | 0 | 0 | 0 | 4 |
| Nebraska | 2022 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 1 | 1 |
| Nevada | 2022 | 23 | 0 | 0 | 0 | 0 | 0 | 23 |
| | 2023 | 23 | 0 | 0 | 0 | 0 | 1 | 22 |
| | 2024 | 22 | 0 | 0 | 0 | 0 | 0 | 22 |
| New Jersey* | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| New Mexico | 2022 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2023 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| New York | 2022 | 9 | 1 | 0 | 0 | 0 | 1 | 9 |
| | 2023 | 9 | 0 | 0 | 0 | 0 | 1 | 8 |
| | 2024 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| North Carolina | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Ohio | 2022 | 3 | 0 | 0 | 0 | 0 | 1 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Oklahoma | 2022 | 5 | 1 | 1 | 0 | 0 | 1 | 4 |
| | 2023 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Oregon | 2022 | 25 | 0 | 0 | 0 | 0 | 0 | 25 |
| | 2023 | 25 | 0 | 0 | 0 | 0 | 0 | 25 |
| | 2024 | 25 | 0 | 0 | 0 | 0 | 2 | 23 |
| Pennsylvania | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 2 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| South Carolina | 2022 | 6 | 0 | 0 | 0 | 0 | 1 | 5 |
| | 2023 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |

| Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2022 to 2024 | | | | | | | | |
|--|------|--------------------------|----------------|--------------|--------------|---------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Re-acquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Tennessee | 2022 | 72 | 0 | 0 | 0 | 0 | 19 | 53 |
| | 2023 | 53 | 1 | 0 | 0 | 0 | 4 | 50 |
| | 2024 | 50 | 2 | 0 | 1 | 0 | 1 | 50 |
| Texas | 2022 | 97 | 1 | 0 | 0 | 0 | 2 | 96 |
| | 2023 | 96 | 3 | 0 | 0 | 0 | 3 | 96 |
| | 2024 | 96 | 4 | 0 | 0 | 0 | 1 | 99 |
| Utah | 2022 | 13 | 1 | 0 | 0 | 0 | 0 | 14 |
| | 2023 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2024 | 14 | 2 | 0 | 0 | 0 | 0 | 16 |
| Virginia | 2022 | 13 | 0 | 0 | 0 | 0 | 0 | 13 |
| | 2023 | 13 | 0 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 0 | 0 | 0 | 0 | 0 | 13 |
| Washington | 2022 | 49 | 1 | 0 | 0 | 0 | 3 | 47 |
| | 2023 | 47 | 0 | 0 | 0 | 0 | 2 | 45 |
| | 2024 | 45 | 2 | 0 | 0 | 0 | 2 | 45 |
| West Virginia | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Wisconsin | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Wyoming | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 2022 | 1,042 | 21 | 4 | 2 | 0 | 56 | 1,001 |
| | 2023 | 1,001 | 21 | 10 | 2 | 0 | 32 | 978 |
| | 2024 | 978 | 33 | 3 | 11 | 0 | 21 | 976 |

* One of the openings in New Jersey and one of the openings in Minnesota was a Baskin-Robbins Restaurant operating at a Multi-Brand Location with a Jimmy John's restaurant.

| Table 4: Status of Baskin-Robbins Company-Owned Outlets for Years 2022 to 2024 | | | | | | | |
|---|------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
| Total | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |

| Table 5: Projected Baskin-Robbins Openings as of December 29, 2024 | | | |
|---|---|--|---|
| State | Franchise Agreements Signed But Outlet Not Open | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
| Alabama | 0 | 1 | 0 |
| Arkansas | 0 | 1 | 0 |
| Arizona | 1 | 2 | 0 |
| California | 1 | 8 | 0 |
| Florida | 0 | 1 | 0 |
| Hawaii | 1 | 1 | 0 |
| Idaho | 0 | 2 | 0 |
| Illinois | 0 | 2 | 0 |
| Kansas | 0 | 1 | 0 |
| Louisiana | 0 | 1 | 0 |
| Maryland | 1 | 2 | 0 |
| Michigan | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| Mississippi | 0 | 1 | 0 |
| Missouri | 1 | 1 | 0 |
| North Carolina | 0 | 1 | 0 |
| New York | 0 | 1 | 0 |
| South Carolina | 1 | 1 | 0 |
| Tennessee | 1 | 1 | 0 |
| Texas | 3 | 4 | 0 |
| Washington | 1 | 3 | 0 |
| TOTALS | 11 | 37 | 0 |

Note 1: The total number of standalone or solo Baskin-Robbins Restaurants may be affected by the closing of the Dunkin' portion of some Combo Restaurants. These former Combo Restaurants are now counted as solo Baskin-Robbins Restaurants. The total number of solo Baskin-Robbins Restaurants may be affected by the addition of a Dunkin' to an existing solo Baskin-Robbins Restaurant. These former solo Baskin-Robbins Restaurants are now counted as Combo Restaurants. We do not consider these as new restaurant openings or terminations of solo Baskin-Robbins Restaurants.

Note 2: Openings of Multi-Brand Locations at existing outlets are reflected as new Baskin-Robbins Restaurant openings. This may include outlets that were previously solo Baskin-Robbins Restaurants or Combo Restaurants. These openings are denoted with a *.

Note 3: The charts do not include Baskin-Robbins Restaurants located on U.S. military bases outside of the United States.

The tables above provide information during the periods labeled as 2022, 2023 and 2024. The fiscal year 2022 numbers represent the 12-month period between December 25, 2021 and December 31, 2022. The fiscal year 2023 numbers represent the 12-month period between January 1, 2023 and December 31, 2023. The fiscal year 2024 numbers represent the period between January 1, 2024, and December 29, 2024. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

During the last 3 fiscal years, we have signed confidentiality agreements with some current and former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances, current and former franchisees sign

provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. See Exhibit I for a List of Current Baskin-Robbins Franchisees and Area Developers and Exhibit J for a List of Former Baskin-Robbins franchisees.

Contact information for those that have signed Baskin-Robbins Franchise Agreements, but the Restaurant is not open as of our most recent fiscal year end is as follows:

| PC # | Restaurant Location | Franchisee Name | City | State | Phone | Email Address |
|--------|---------------------|---------------------|---------------|-------|--------------|-----------------------------------|
| 365325 | AZ | Curtis Swift | Peoria | AZ | Unknown | cswift529@gmail.com |
| 364341 | CA | Paresh Patel | Redding | CA | 415-578-8662 | paresh0420@yahoo.com |
| 365599 | HI | Ken Sato | Hauula | HI | 808-230-7216 | soma@3lice.co.jp |
| 364979 | MD | Boris Lander Luis | Silver Spring | MD | 240-463-1404 | boris@luisgroup.net |
| 365073 | MO | Shannon Barker | Saint Louis | MO | 314-843-6438 | LUV618@yahoo.com |
| 365239 | SC | Parimal Patel | Florence | SC | 910-580-9738 | shreeji7249@gmail.com |
| 365641 | TN | Tyler Buck | Cookeville | TN | 931-261-4776 | tbuck0901@gmail.com |
| 357639 | TX | Shahbaz Raza | Winnie | TX | 409-330-7800 | stuckkeys.tx@gmail.com |
| 363002 | TX | Aminmohamed Makhani | Hillsboro | TX | 210-875-5250 | amakhani1991@gmail.com |
| 363086 | TX | Rishad Rajabali | San Antonio | TX | 847-722-2632 | rishad.rajabali@rajabaligroup.com |
| 365652 | WA | Linda Waite | Olympia | WA | 360-529-7319 | Lindawaite@live.com |

The Baskin-Robbins Franchise Agreements for the following Baskin-Robbins Restaurants have been terminated without the Baskin-Robbins Restaurants ever opening:

None.

DUNKIN' AND BASKIN-ROBBINS COMBO RESTAURANTS

| Table 1: Systemwide Combo Outlet Summary for Years 2022 to 2024 | | | | |
|--|------|--------------------------|-------------------------------------|------------|
| Outlet Type | Year | Outlets at Start of Year | Outlets at End of the Year (Note 2) | Net Change |
| Franchised | 2022 | 1,234 | 1,252 | +18 |
| | 2023 | 1,252 | 1,283 | +31 |
| | 2024 | 1,283 | 1,269 | -14 |
| Company-Owned | 2022 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 |
| Total Outlets (Note 1) | 2022 | 1,234 | 1,252 | +18 |
| | 2023 | 1,252 | 1,283 | +31 |
| | 2024 | 1,283 | 1,269 | -14 |

| Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years 2022 to 2024 | | |
|--|------|---------------------|
| State | Year | Number of Transfers |
| Alabama | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 1 |
| Arizona | 2022 | 2 |
| | 2023 | 0 |
| | 2024 | 0 |
| California | 2022 | 0 |
| | 2023 | 0 |
| | 2024 | 9 |
| Colorado | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 0 |
| Connecticut | 2022 | 1 |
| | 2023 | 1 |
| | 2024 | 0 |
| Florida | 2022 | 3 |
| | 2023 | 4 |
| | 2024 | 0 |
| Georgia | 2022 | 0 |
| | 2023 | 7 |
| | 2024 | 1 |
| Illinois | 2022 | 6 |
| | 2023 | 1 |
| | 2024 | 8 |
| Kansas | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Kentucky | 2022 | 2 |
| | 2023 | 0 |
| | 2024 | 0 |
| Louisiana | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 0 |
| Michigan | 2022 | 3 |
| | 2023 | 0 |
| | 2024 | 0 |
| Minnesota | 2022 | 1 |
| | 2023 | 0 |
| | 2024 | 0 |
| Nebraska | 2022 | 1 |
| | 2023 | 0 |
| | 2024 | 0 |
| New Mexico | 2022 | 2 |
| | 2023 | 0 |
| | 2024 | 0 |
| New York | 2022 | 0 |
| | 2023 | 1 |
| | 2024 | 4 |

| Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years 2022 to 2024 | | |
|--|-------------|---------------------|
| State | Year | Number of Transfers |
| North Carolina | 2022 | 4 |
| | 2023 | 3 |
| | 2024 | 0 |
| Pennsylvania | 2022 | 0 |
| | 2023 | 2 |
| | 2024 | 0 |
| South Dakota | 2022 | 4 |
| | 2023 | 0 |
| | 2024 | 0 |
| Texas | 2022 | 8 |
| | 2023 | 4 |
| | 2024 | 7 |
| Virginia | 2022 | 1 |
| | 2023 | 3 |
| | 2024 | 0 |
| Total | 2022 | 39 |
| | 2023 | 29 |
| | 2024 | 30 |

| Table 3: Status of Combo Franchised Outlets for Years 2022 to 2024 | | | | | | | | |
|---|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Alabama | 2022 | 5 | 2 | 0 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Arizona | 2022 | 12 | 1 | 0 | 0 | 0 | 2 | 11 |
| | 2023 | 11 | 2 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 1 | 0 | 0 | 0 | 0 | 14 |
| Arkansas | 2022 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| California | 2022 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2023 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| Colorado | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 1 | 0 | 0 | 0 | 6 |
| | 2024 | 6 | 0 | 0 | 0 | 0 | 2 | 4 |
| Connecticut | 2022 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Delaware | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |

| Table 3: Status of Combo Franchised Outlets for Years 2022 to 2024 | | | | | | | | |
|---|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| District of Columbia | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Florida | 2022 | 115 | 3 | 0 | 0 | 0 | 1 | 117 |
| | 2023 | 117 | 2 | 0 | 0 | 0 | 2 | 117 |
| | 2024 | 117 | 2 | 0 | 1 | 0 | 10 | 108 |
| Georgia | 2022 | 59 | 1 | 0 | 0 | 0 | 0 | 60 |
| | 2023 | 60 | 3 | 0 | 0 | 0 | 1 | 62 |
| | 2024 | 62 | 1 | 0 | 0 | 0 | 4 | 59 |
| Illinois | 2022 | 241 | 4 | 0 | 0 | 0 | 6 | 239 |
| | 2023 | 239 | 7 | 0 | 1 | 0 | 0 | 245 |
| | 2024 | 245 | 2 | 2 | 0 | 0 | 2 | 243 |
| Indiana | 2022 | 21 | 1 | 0 | 0 | 0 | 0 | 22 |
| | 2023 | 22 | 1 | 0 | 0 | 0 | 0 | 23 |
| | 2024 | 23 | 1 | 0 | 0 | 0 | 0 | 24 |
| Iowa | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| Kansas | 2022 | 0 | 2 | 0 | 0 | 0 | 0 | 2 |
| | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Kentucky | 2022 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 1 | 4 |
| Louisiana | 2022 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 2 | 0 | 0 | 0 | 0 | 7 |
| Maryland | 2022 | 77 | 2 | 0 | 0 | 0 | 4 | 75 |
| | 2023 | 75 | 0 | 0 | 0 | 0 | 1 | 74 |
| | 2024 | 74 | 1 | 0 | 0 | 0 | 1 | 74 |
| Massachusetts | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Michigan | 2022 | 37 | 0 | 0 | 0 | 0 | 0 | 37 |
| | 2023 | 37 | 1 | 0 | 0 | 0 | 0 | 38 |
| | 2024 | 38 | 1 | 0 | 0 | 0 | 2 | 37 |
| Minnesota | 2022 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 2 | 0 | 0 | 0 | 0 | 10 |
| Mississippi | 2022 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Missouri | 2022 | 10 | 2 | 0 | 0 | 0 | 0 | 12 |
| | 2023 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| | 2024 | 13 | 0 | 0 | 2 | 0 | 0 | 11 |

| Table 3: Status of Combo Franchised Outlets for Years 2022 to 2024 | | | | | | | | |
|---|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Nebraska | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| New Jersey | 2022 | 73 | 0 | 0 | 0 | 0 | 1 | 72 |
| | 2023 | 72 | 0 | 1 | 0 | 0 | 2 | 69 |
| | 2024 | 69 | 0 | 0 | 0 | 0 | 2 | 67 |
| New Mexico | 2022 | 7 | 1 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 1 | 0 | 0 | 0 | 0 | 9 |
| New York | 2022 | 293 | 4 | 0 | 0 | 0 | 6 | 291 |
| | 2023 | 291 | 1 | 1 | 1 | 0 | 3 | 287 |
| | 2024 | 287 | 0 | 0 | 0 | 0 | 9 | 278 |
| North Carolina | 2022 | 42 | 2 | 0 | 0 | 0 | 0 | 44 |
| | 2023 | 44 | 2 | 0 | 0 | 0 | 3 | 43 |
| | 2024 | 43 | 1 | 0 | 0 | 0 | 1 | 43 |
| Ohio | 2022 | 23 | 2 | 0 | 0 | 0 | 0 | 25 |
| | 2023 | 25 | 3 | 0 | 0 | 0 | 0 | 28 |
| | 2024 | 28 | 0 | 0 | 0 | 0 | 1 | 27 |
| Oklahoma | 2022 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2023 | 4 | 1 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Pennsylvania | 2022 | 20 | 0 | 0 | 0 | 0 | 1 | 19 |
| | 2023 | 19 | 6 | 0 | 0 | 0 | 1 | 24 |
| | 2024 | 24 | 1 | 0 | 0 | 0 | 1 | 24 |
| South Carolina | 2022 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 1 | 0 | 0 | 0 | 1 | 11 |
| Tennessee | 2022 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Texas | 2022 | 66 | 6 | 0 | 0 | 0 | 1 | 71 |
| | 2023 | 71 | 10 | 1 | 1 | 0 | 0 | 79 |
| | 2024 | 79 | 5 | 0 | 0 | 0 | 1 | 83 |
| Utah | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Virginia | 2022 | 37 | 2 | 0 | 0 | 0 | 1 | 38 |
| | 2023 | 38 | 2 | 0 | 0 | 0 | 0 | 40 |
| | 2024 | 40 | 2 | 0 | 0 | 0 | 2 | 40 |
| West Virginia | 2022 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Wisconsin | 2022 | 12 | 3 | 0 | 0 | 0 | 0 | 15 |
| | 2023 | 15 | 9 | 0 | 0 | 0 | 0 | 24 |
| | 2024 | 24 | 4 | 0 | 0 | 0 | 0 | 28 |

| Table 3: Status of Combo Franchised Outlets for Years 2022 to 2024 | | | | | | | | |
|---|-------------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| State | Year | Outlets at Start of Year | Outlets opened | Terminations | Non-Renewals | Reacquired By Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
| Wyoming | 2022 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total (Note 2) | 2022 | 1,230 | 43 | 0 | 2 | 0 | 21 | 1,252 |
| | 2023 | 1,252 | 52 | 4 | 3 | 0 | 14 | 1,283 |
| | 2024 | 1,283 | 31 | 2 | 3 | 0 | 40 | 1,269 |

| Table 4: Status of Combo Company-Owned Outlets for Years 2022 to 2024 | | | | | | | |
|--|-------------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|-----------------------------|
| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year* |
| Total | 2022 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |

| Table 5: Projected Combo Openings as of December 29, 2024 | | | |
|--|---|--|---|
| State | Franchise Agreements Signed But Outlet Not Open | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
| Arizona | 0 | 1 | 0 |
| Florida | 0 | 1 | 0 |
| Illinois | 0 | 2 | 0 |
| Maryland | 0 | 2 | 0 |
| Michigan | 0 | 1 | 0 |
| Minnesota | 0 | 1 | 0 |
| North Carolina | 0 | 1 | 0 |
| New York | 0 | 1 | 0 |
| South Carolina | 0 | 1 | 0 |
| Texas | 0 | 3 | 0 |
| Utah | 0 | 1 | 0 |
| Virginia | 0 | 1 | 0 |
| Total | 0 | 16 | 0 |

Note 1: The total number of standalone or solo Baskin-Robbins Restaurants may be affected by the closing of the Dunkin' portion of some Combo Restaurants. These former Combo Restaurants are now counted as solo Baskin-Robbins Restaurants. The total number of solo Baskin-Robbins Restaurants may be affected by the addition of a Dunkin' to an existing solo Baskin-Robbins Restaurant. These former solo

Baskin-Robbins Restaurants are now counted as Combo Restaurants. We do not consider these as new restaurant openings or terminations of solo Baskin-Robbins Restaurants.

Note 2: Please note that if one brand of a Combo Restaurant is affected (e.g., terminated), then the Combo Restaurant will be included in the above statistics (e.g., terminated) even though the other brand remains unaffected.

Note 3: The charts do not include Baskin-Robbins Restaurants located on U.S. military bases outside of the United States.

The tables above provide information during the periods labeled as 2022, 2023 and 2024. The fiscal year 2022 numbers represent the 12-month period between December 25, 2021 and December 31, 2022. The fiscal year 2023 numbers represent the 12-month period between January 1, 2023 and December 31, 2023. The fiscal year 2024 numbers represent the 12-month period between January 1, 2024, and December 29, 2024. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. During the last three fiscal years, we have signed confidentiality agreements with some current and former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. See Exhibit I for a List of Current Combo Franchisees and Exhibit J for a List of Former Combo Franchisees.

Contact information for those that have signed Combo franchise agreements, but the Combo Restaurant is not open as of fiscal year end is as follows:

None.

The Combo Franchise Agreements for the following Combo Restaurants have been terminated without the Combo Restaurants ever opening:

None.

The following independent franchisee organizations have asked to be included in this FDD: Association of Independent Baskin-Robbins Franchise Owners, “AIBRFO”, 1560 S. Mason Road, Suite B, Katy, TX 7745, AIBRFO@gmail.com.

ITEM 21:
FINANCIAL STATEMENTS

Exhibit B contains the consolidated audited financial statements of DB Master Finance Parent and its subsidiaries, which includes the consolidated balance sheets as of December 29, 2024 and December 30, 2023 and the related consolidated statements of income and comprehensive income, member’s equity, and cash flows for the fiscal years ended December 29, 2024, December 30, 2023, and December 31, 2022 and the related notes to the consolidated financial statements.

Exhibit B also contains the consolidated audited financial statements of Dunkin’ Brands, Inc. and its subsidiaries, which includes the consolidated balance sheets as of December 29, 2024 and December 30, 2023 and the related consolidated statements of operations, comprehensive income (loss), stockholders’

equity, and cash flows for the fiscal years ended December 29, 2024, December 30, 2023, and December 31, 2022 and the related notes to the consolidated financial statements. These consolidated financial statements are being provided for disclosure purposes only. Dunkin' Brands, Inc. is not a party to the Franchise Agreement or Store Development Agreement we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement or Store Development Agreement we sign with franchisees.

DB Master Finance Parent absolutely and unconditionally guarantees the performance of our obligations to franchisees under the Franchise Agreement and Store Development Agreement. The Guarantee of Performance is included in Exhibit B.

ITEM 22: **CONTRACTS**

This Disclosure Document includes a sample of the following contracts:

- C-1. Baskin-Robbins Franchise Agreement
- C-2. Combo Franchise Agreement
- C-3. Non-Traditional Rider to the Franchise Agreement
- C-4. Incentive Addendum to the Franchise Agreement
- C-5. Multi-Brand Addendum to the Franchise Agreement
- D-1. Baskin-Robbins Store Development Agreement
- D-2. Combo Store Development Agreement
- D-3. Incentive Addendum to the Store Development Agreement
- D-4. Conditional Option(S) to Extend
- E. State-Specific Appendices and Agreement Riders
- F. Option to Assume Lease
- I. Form of General Release
- J. Electronic Payment Program Participation Agreement

ITEM 23: **RECEIPTS**

Attached to this FDD as Exhibit L is a detachable acknowledgment of receipt.

EXHIBIT A
TO THE BASKIN-ROBBINS FDD
LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
Toll Free: 1 (866) 275-2677

Los Angeles

Suite 750
320 West 4th Street
Los Angeles, California 90013-2344
(213) 576-7500

Sacramento

2101 Arena Boulevard
Sacramento, California 95834
(866) 275-2677

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2021
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Consumer Protection Division
Attn: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236 (Phone)

NORTH DAKOTA

(for service of process)

Securities Commissioner
North Dakota Securities Department
600 East Boulevard Avenue, Suite 414
Bismarck, North Dakota 58505
(701) 328-4712

(state agency)

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, Fourteenth Floor, Dept. 414
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

State Corporation Commission
Division of Securities and Retail Franchising
Tyler Building, 9th Floor
1300 East Main Street
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(362) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200
(362) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT B
TO THE BASKIN-ROBBINS FDD
FINANCIAL STATEMENTS AND GUARANTEE

DB Master Finance Parent LLC and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements as of December 29, 2024 and December 30, 2023
and for the fiscal years ended December 29, 2024, December 30, 2023 and December
31, 2022 and Independent Auditors' Report*

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
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KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Board of Managers and Member
DB Master Finance Parent LLC:

Opinion

We have audited the consolidated financial statements of DB Master Finance Parent LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 29, 2024 and December 30, 2023, and the related consolidated statements of income and comprehensive income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 29, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 30, 2023, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 29, 2024, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a



substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Atlanta, Georgia
March 20, 2025

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands)

| | December 29, 2024 | December 30, 2023 |
|--|--------------------------|--------------------------|
| ASSETS | | |
| Current assets: | | |
| Restricted cash and cash equivalents | \$ 139,373 | \$ 133,826 |
| Accounts and notes receivable, net | 94,056 | 82,178 |
| Note receivable from affiliate | 665,226 | — |
| Interest receivable on note from affiliate | 18,008 | — |
| Prepaid expenses and other current assets | 5,694 | 3,550 |
| Total current assets | 922,357 | 219,554 |
| Property and improvements, net | 138,258 | 149,541 |
| Operating lease assets, net | 337,514 | 351,926 |
| Intangible assets, net | 8,303,529 | 8,394,417 |
| Other assets | 24,542 | 22,353 |
| Total assets | <u>\$ 9,726,200</u> | <u>\$ 9,137,791</u> |
| LIABILITIES AND MEMBER'S EQUITY | | |
| Current liabilities: | | |
| Accounts payable to affiliates | \$ 31,286 | \$ 32,496 |
| Accounts payable | 3,987 | 4,197 |
| Other current liabilities | 30,940 | 26,164 |
| Current portion of operating lease liabilities | 29,707 | 31,034 |
| Current portion of long-term debt | 43,206 | 43,191 |
| Deferred revenue | 33,981 | 30,918 |
| Total current liabilities | 173,107 | 168,000 |
| Long-term debt, net | 5,006,188 | 4,662,130 |
| Long-term operating lease liabilities | 295,449 | 301,120 |
| Deferred revenue | 148,598 | 120,392 |
| Other liabilities | 3,044 | 4,892 |
| Commitments and contingencies (Note 9) | | |
| Member's equity: | | |
| Member's equity | 3,881,371 | 3,881,371 |
| Retained earnings | 218,571 | — |
| Accumulated other comprehensive loss | (128) | (114) |
| Total member's equity | 4,099,814 | 3,881,257 |
| Total liabilities and member's equity | <u>\$ 9,726,200</u> | <u>\$ 9,137,791</u> |

See accompanying notes to consolidated financial statements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(In thousands)

| | Year Ended December 29, 2024 | Year Ended December 30, 2023 | Year Ended December 31, 2022 |
|--|------------------------------------|------------------------------------|------------------------------------|
| Revenues: | | | |
| Franchise fees and royalty revenues | \$ 800,335 | \$ 766,919 | \$ 718,108 |
| Franchise contributions for advertising and other services | 631,398 | 604,860 | 570,449 |
| Rental income | 134,371 | 132,326 | 129,725 |
| Licensing fees | 68,793 | 76,279 | 73,929 |
| Wholesale revenues | 4,523 | 4,893 | 4,540 |
| Other revenues | 6,837 | 6,355 | 7,751 |
| Total revenues | 1,646,257 | 1,591,632 | 1,504,502 |
| Operating costs and expenses: | | | |
| Management fees | 113,548 | 111,751 | 102,696 |
| Occupancy expenses | 84,181 | 84,907 | 84,897 |
| Wholesale expenses | 4,254 | 4,050 | 3,730 |
| Advertising expenses | 631,398 | 604,860 | 570,449 |
| General and administrative expenses | 5,530 | 4,195 | 3,129 |
| Depreciation and amortization | 99,858 | 100,321 | 105,257 |
| Other operating income, net | (447) | (231) | (712) |
| Total operating costs and expenses | 938,322 | 909,853 | 869,446 |
| Operating income | 707,935 | 681,779 | 635,056 |
| Interest expense | (162,810) | (171,059) | (127,677) |
| Interest income from affiliate | 41,416 | — | — |
| Other income (loss), net | 5,653 | 5,491 | 1,077 |
| Total other expense, net | (115,741) | (165,568) | (126,600) |
| Income before income taxes | 592,194 | 516,211 | 508,456 |
| Income tax expense | 7,185 | 7,045 | 5,899 |
| Net income | \$ 585,009 | \$ 509,166 | \$ 502,557 |
| Other comprehensive income (loss): | | | |
| Effect of foreign currency translation | (14) | 82 | (167) |
| Total other comprehensive income (loss) | (14) | 82 | (167) |
| Comprehensive income | \$ 584,995 | \$ 509,248 | \$ 502,390 |

See accompanying notes to consolidated financial statements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY
(In thousands)

| | Member's equity | Retained earnings | Accumulated other comprehensive loss | Total |
|---|----------------------------|------------------------------|---|---------------------|
| Balance at December 25, 2021 | \$ 4,443,462 | \$ — | \$ (29) | \$ 4,443,433 |
| Net income | — | 502,557 | — | 502,557 |
| Foreign currency translation adjustment | — | — | (167) | (167) |
| Contribution of non-cash net assets from affiliates | 4,248 | — | — | 4,248 |
| Distributions to Parent, net | — | (485,973) | — | (485,973) |
| Balance at December 31, 2022 | \$ 4,447,710 | \$ 16,584 | \$ (196) | \$ 4,464,098 |
| Net income | — | 509,166 | — | 509,166 |
| Foreign currency translation adjustment | — | — | 82 | 82 |
| Contribution of non-cash net assets from affiliates | 5,822 | — | — | 5,822 |
| Distributions to Parent, net | (572,161) | (525,750) | — | (1,097,911) |
| Balance at December 30, 2023 | \$ 3,881,371 | \$ — | \$ (114) | \$ 3,881,257 |
| Net income | — | 585,009 | — | 585,009 |
| Foreign currency translation adjustment | — | — | (14) | (14) |
| Distributions to Parent, net | — | (366,438) | — | (366,438) |
| Balance at December 29, 2024 | <u>\$ 3,881,371</u> | <u>\$ 218,571</u> | <u>\$ (128)</u> | <u>\$ 4,099,814</u> |

See accompanying notes to consolidated financial statements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

| | Year Ended December 29, 2024 | Year Ended December 30, 2023 | Year Ended December 31, 2022 |
|---|------------------------------------|------------------------------------|------------------------------------|
| Cash flows from operating activities: | | | |
| Net income | \$ 585,009 | \$ 509,166 | \$ 502,557 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Depreciation and amortization | 99,858 | 100,321 | 105,257 |
| Amortization (accretion) of debt issuance costs and premiums, net | (10,926) | (10,894) | (12,615) |
| Provision for credit losses | 2,615 | 2,075 | 1,016 |
| Other, net | — | 981 | 2,014 |
| Change in operating assets and liabilities: | | | |
| Accounts and notes receivable | (14,493) | (11,827) | (4,876) |
| Prepaid expenses and other assets | (22,646) | (3,919) | (4,316) |
| Operating lease assets and liabilities | 7,414 | 7,498 | 5,971 |
| Accounts payable | (295) | (158) | (261) |
| Accounts payable to affiliates | (1,210) | 5,179 | 2,455 |
| Other current and noncurrent liabilities | 2,127 | 6,442 | (2,939) |
| Deferred revenue | 31,269 | 36,351 | 28,139 |
| Other, net | 2,398 | 255 | 180 |
| Net cash provided by operating activities | 681,120 | 641,470 | 622,582 |
| Cash flows from investing activities: | | | |
| Proceeds from note receivable from affiliate | — | 113,698 | — |
| Investment in note receivable from affiliate | (665,226) | — | (113,698) |
| Other, net | — | 1,196 | 524 |
| Net cash (used in) provided by investing activities | (665,226) | 114,894 | (113,174) |
| Cash flows from financing activities: | | | |
| Distributions to Parent, net | (366,438) | (1,097,911) | (485,973) |
| Proceeds from issuance of debt | 665,226 | 882,665 | 113,698 |
| Debt repayments | (307,500) | (507,671) | (149,650) |
| Debt issuance costs | (1,635) | (10,460) | — |
| Other, net | — | (1,249) | (767) |
| Net cash used in financing activities | (10,347) | (734,626) | (522,692) |
| Increase (decrease) in restricted cash and cash equivalents | 5,547 | 21,738 | (13,284) |
| Restricted cash and cash equivalents at beginning of period | 133,826 | 112,088 | 125,372 |
| Restricted cash and cash equivalents at end of period | \$ 139,373 | \$ 133,826 | \$ 112,088 |
| Supplemental disclosures of cash flow information: | | | |
| Cash paid during the year for: | | | |
| Interest | \$ 172,903 | \$ 175,771 | \$ 143,034 |

See accompanying notes to consolidated financial statements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS

Dunkin' Brands Group, Inc. ("DBGI" or "Parent"), together with its consolidated subsidiaries, is one of the world's leading franchisors of restaurants serving coffee and baked goods, as well as ice cream, within the quick service restaurant segment of the restaurant industry. On January 14, 2015, in preparation for the initial securitization financing transaction, DB Master Finance Parent LLC ("Master Issuer Parent") was formed as a special purpose Delaware limited liability company, and an indirect subsidiary of DBGI. On January 26, 2015, in conjunction with the closing of the securitization financing transaction, Master Issuer Parent received a contribution of net assets from its parent through the receipt of 100% of the equity interests of DB Master Finance LLC ("Master Issuer"), an existing subsidiary of DBGI. Prior to this contribution of net assets to Master Issuer Parent, Dunkin' Brands, Inc. ("DBI" or "Manager") underwent an internal reorganization of its corporate structure to group specific assets within Master Issuer and its subsidiaries for purposes of facilitating the securitization financing transaction. Most of the domestic, and certain of the foreign, revenue-generating assets of DBGI are held by Master Issuer and its subsidiaries for the purpose of making these assets, including any cash generated thereby, available to the securitization entities to service debt obligations and to pledge these assets as collateral pursuant to a base indenture. If the Dunkin' Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement (the "Dunkin' Indenture"). The contributed assets and liabilities were recorded at historical cost.

Master Issuer Parent and subsidiaries (the "Company") includes Master Issuer Parent's direct and indirect subsidiaries including, but not limited to, Master Issuer, Dunkin' Donuts Franchising LLC and DD IP Holder LLC (collectively, "Dunkin' Donuts"), Baskin-Robbins Franchising LLC and BR IP Holder LLC (collectively, "Baskin-Robbins"), BR UK Franchising LLC ("UK Franchisor"), and DB Real Estate Assets I LLC and DB Real Estate Assets II LLC (collectively, "Real Estate Asset Subs"). The Company is a wholly owned subsidiary of DBGI. DBGI is an indirect wholly owned subsidiary of IRB Holding Corp. ("IRB") whose ultimate parent is Inspire Brands, Inc. ("Inspire").

Through DBGI's widely recognized brands, the Company, through the services provided by DBI, franchises and licenses a system of both traditional and nontraditional quick service restaurants. Dunkin' Donuts, in conjunction with the Manager and Real Estate Asset Subs, franchises restaurants featuring coffee, espresso, donuts, bagels, breakfast sandwiches, and related products. Additionally, the Company, through the services provided by the Manager, license Dunkin' brand products sold in certain retail outlets such as retail packaged coffee, Dunkin' K-Cup[®] pods, and ready-to-drink bottled iced coffee. Baskin-Robbins, in conjunction with the Manager and Real Estate Asset Subs, franchises restaurants featuring ice cream, frozen beverages, and related products. UK Franchisor, through the services provided by the Manager, sells Baskin-Robbins franchises and distributes Baskin-Robbins ice cream products to Baskin-Robbins franchisees and licensees in the United Kingdom and certain other foreign countries.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fiscal Year

Beginning in 2024, the Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31. For the years 2023 and prior, the Company's fiscal reporting period ended on the last Saturday closest to December 31. Fiscal reporting periods are referred to herein as (1) "the year ended December 29, 2024" or "2024," (2) "the year ended December 30, 2023" or "2023" and (3) "the year ended December 31, 2022" or "2022." The years 2024 and 2023 consisted of 52 weeks and 2022 consisted of 53 weeks.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Restricted Cash and Cash Equivalents

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 29, 2024 and December 30, 2023, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

The Company holds restricted cash which primarily represents interest, principal, and commitment fee reserves related to the Company's notes. In accordance with the Company's securitized financing facilities, certain cash balances are required to be held for the benefit of the noteholders and are restricted in their use.

Accounts and Notes Receivable, net

The Company's receivables are primarily generated from ongoing business relationships with its franchisees as a result of franchise agreements, including contributions due to advertising funds it consolidates. These receivables from franchisees are due within 30 days of the period in which the corresponding sales occur and are classified as "Accounts and notes receivable, net" on the consolidated balance sheets. Receivables from third party gift card distributors and channel revenue receivables are included as "Accounts and notes receivable, net" on the consolidated balance sheets. The Company monitors the financial condition of its franchisees and licensees and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control. Included in the allowance for credit losses is a provision for uncollectible royalty, franchise fee, advertising fee, ice cream, and licensing fee receivables.

Property and Improvements, net

Property and improvements are stated at cost less accumulated depreciation. Depreciation is computed on the straight-line method basis using estimated useful lives of the related major classes of property and improvements. Estimated useful lives are 6 to 35 years for buildings and 1 to 20 years for leasehold improvements. Leasehold improvements are depreciated over the shorter of the estimated useful life or the remaining lease term of the related asset.

Routine maintenance and repair costs are charged to expense as incurred. Major improvements, additions, or replacements that extend the life, increase capacity, or improve the safety or the efficiency of property are capitalized at cost and depreciated. Major improvements to leased property are capitalized as leasehold improvements and depreciated. Interest costs incurred during the acquisition period of capital assets are capitalized as part of the cost of the asset and depreciated. Long-lived assets to be disposed of are reported at the lower of their carrying amount or fair value less estimated costs to sell.

Indefinite-Lived Intangibles and Other Long-lived Assets

Indefinite-lived Intangibles

The Company reviews indefinite-lived intangible assets for impairment at least annually, as of the first day of the fiscal fourth quarter, and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate an intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company uses the relief from royalty method using unobservable inputs (Level 3) to determine the fair value of its trademarks/trade names. Significant assumptions and estimates used in determining fair value include future revenues, royalty rates, terminal values, and discount rates.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Long-lived Assets

Long-lived assets are amortized on a straight-line basis using estimated useful lives of the related classes of assets.

Other intangible assets consist of domestic and international franchise rights, retail license rights, and favorable operating lease interests acquired where the Company is the lessor. Other intangible assets recorded in the consolidated balance sheets were valued using an appropriate valuation method as of the date of acquisition. Amortization of franchise rights and license rights is recorded as amortization expense in the consolidated statements of income and amortized over the respective estimated useful lives using the straight-line method. Favorable operating leases acquired where the Company is the lessor are amortized into rental income over the term of the respective leases using the straight-line method.

The Company reviews long-lived assets, including operating lease assets, property, improvements, and allocated intangible assets subject to amortization for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value exceeds the undiscounted cash flows the Company expects to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

The Company uses unobservable inputs (Level 3) to determine the fair value of its asset groups. Management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from the Company's estimates.

Debt Issuance Costs

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt, net" and are amortized as interest expense over the term of the related debt using the effective interest method.

Contingencies

The Company records reserves for legal and other contingencies when information available to the Company indicates that it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. Predicting the outcomes of claims and litigation and estimating the related costs and exposures involve substantial uncertainties that could cause actual costs to vary materially from estimates. Legal costs incurred in connection with legal and other contingencies are expensed as the costs are incurred.

Foreign Currency

The Company's reporting currency is the U.S. dollar, while the functional currency of the Company's foreign operations is primarily the local currency in each foreign country. Assets and liabilities are translated into U.S. dollars using the current exchange rates in effect at the balance sheet date, while revenues and expenses are translated at the average exchange rates for the period. The resulting translation adjustments are recorded as a separate component of other comprehensive income (loss) and member's equity. Foreign currency translation adjustments primarily result from the Company's subsidiary located in the UK. Transactions resulting in foreign exchange gains and losses are included in the consolidated statements of income and comprehensive income.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies the performance obligations.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Franchise fees and royalty revenues

Domestically, the Company sells individual franchises as well as territory agreements in the form of store development agreements ("SDAs") that grant the right to develop restaurants in designated areas. The franchise agreements and SDAs typically require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective restaurants and continuing fees, or royalty revenues, on a weekly basis based upon a percentage of franchisee gross sales. The initial term of domestic franchise agreements is typically 20 years. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement and, if approved, will typically pay a renewal fee upon execution of the renewal term. If approved, a franchisee may transfer a franchise agreement or SDA to a new or existing franchisee, at which point a transfer fee is paid. Occasionally, the Company offers incentive programs to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement.

Internationally, the Company sells master franchise agreements that grant the master franchisee the right to develop and operate, and in some instances sub-franchise, a certain number of restaurants within a particular geographic area. The master franchisee is typically required to pay an upfront market entry fee upon entering into the master franchise agreement and an upfront initial franchise fee for each developed restaurant prior to each respective opening. For the Dunkin' brand and in Baskin-Robbins international markets, the master franchisee will also pay continuing fees, or royalty revenues, generally on a monthly basis based upon a percentage of sales. Generally, the master franchise agreement serves as the franchise agreement for the underlying restaurants, and the initial franchise term provided for each restaurant typically ranges between 10 and 20 years.

Generally, the franchise license granted for each individual restaurant within an arrangement represents a single performance obligation. Therefore, initial franchise fees and market entry fees for each arrangement are allocated to each individual restaurant and recognized over the term of the respective franchise agreement from the date of the restaurant opening. Royalty revenues are also recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur. Renewal fees are generally recognized over the renewal term for the respective restaurant from the start of the renewal period. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer. Incentives provided to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement are recognized over the remaining term of the respective agreement. Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheets.

Advertising Fees and Related Income

Domestically, franchise agreements typically require the franchisee to pay continuing advertising fees on a weekly basis based on a percentage of franchisee gross sales, which represents a portion of the consideration received for the single performance obligation of the franchise license. Continuing advertising fees are recognized over the term of the respective franchise agreement based on the fees earned each period as the underlying sales occur. Additionally, the Company accrues advertising expenses equivalent to advertising revenues, representing the Company's obligation to remit advertising fund contributions to affiliated entities of the Company to be used for advertising for each brand.

Rental Income

Rental income for base rentals is recorded on a straight-line basis over the lease term. The differences between the straight-line rent amounts and amounts receivable under lease contracts are recorded as deferred rent assets in current or noncurrent assets, as appropriate. Variable lease receipts are recognized as earned, and any amounts received from lessees in advance of achieving stipulated thresholds are deferred until such thresholds are actually achieved. Deferred variable lease receipts are recorded as deferred revenue in current liabilities in the consolidated balance sheets.

Licensing Fees

Licensing fees include fees generated by licensing the Company's brand names and other intellectual property to third parties and are recognized when earned, which is generally upon sale of the underlying products by the licensees. Additionally, licensing fees include fees generated pursuant to license agreements with wholly-owned subsidiaries of DBGI related to the use of Baskin-Robbins intellectual property in the sale of ice cream products to certain international markets and are recognized when earned.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
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Wholesale revenues

The Company distributes Baskin-Robbins ice cream products to franchisees and licensees in certain international locations. Revenue from the sale of ice cream products, including distribution fees, is recognized when title and risk of loss transfers to the buyer, which is generally upon delivery. Payment for ice cream and other products is generally due within three months after delivery.

Other revenues

Other revenues include gains, net of losses and transactions costs, from the sales of restaurants to new or existing franchisees, as well as revenues generated from online training programs for franchisees, both of which are recognized over the term of the related agreements.

Income Taxes

Master Issuer Parent and each of its subsidiaries are limited liability companies, which are single member entities that are treated as disregarded entities for U.S. income tax purposes and included as part of DBI in the consolidated federal income tax return of Inspire. The Company has not entered into a tax-sharing agreement with Inspire nor does its limited liability company agreement provide for tax distributions. All cash is collected in or transferred to an account held in the name of Master Issuer regardless of the Company's or its affiliates' tax position. No specific dividends are required for tax payments. As a result, the accompanying consolidated statements of income and comprehensive income do not include a provision for income taxes for the disregarded entities that are included as a part of their single member, DBI, in the applicable consolidated federal income tax return. The Company incurs foreign tax expense attributable to foreign withholding taxes, which is recorded as provision for income taxes in the accompanying consolidated statements of income and comprehensive income.

Leases

The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. Our contracts do not contain any material residual value guarantees or material restrictive covenants. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type or direct financing lease where the Company is a lessor or sublessor, based on their terms.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

The Company has lease agreements with lease and non-lease components. The Company elected the practical expedient to not separate non-lease components from lease components for all classes of underlying assets.

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by Inspire's incremental borrowing rate ("IBR"). Inspire's IBR is used because the rates implicit in most of the Company's leases are not readily determinable. The IBR selected is based on Inspire's credit rating and respective lease term.

Minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday that begins on the possession date and ends on the rent commencement date. During a rent holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
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Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the right of use ("ROU") asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes contingent rent. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheets and are recognized on a straight-line basis over the lease term in the Company's consolidated statements of income. Lease costs are recorded in the consolidated statements of income based on the nature of the underlying lease as follows: (1) rental expense for leased property that are subsequently subleased to franchisees is recorded to "Occupancy expenses" and (2) rental expenses related to leases for corporate offices and equipment is recorded to "General and administrative expenses."

Finance Leases

Amounts of finance leases are recognized based on future unpaid lease payments over the lease term, discounted by the Company's IBR. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to "Interest expense." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the consolidated statements of member's equity. The net distributions in a year are first recorded to "Retained earnings", if any, until the cumulative retained earnings balance is reduced to zero. Any remaining distributions in a year are then recorded to "Member's equity," if any, until the cumulative "Member's equity" balance is reduced to zero and are then subsequently recorded to "Accumulated deficit." The net contributions in a year are recorded to "Member's equity." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Advertising Expenses

"Advertising expenses" in the consolidated statements of income includes advertising expenses incurred by the Company, primarily through advertising funds, including expenses for the administration of the gift card program and loyalty program. The Company expenses production costs of commercial advertising upon first airing and expenses the costs of communicating the advertising in the period in which the advertising occurs. Costs of print advertising and certain promotion-related items are deferred and expensed the first time the advertising is displayed. When revenues of the advertising fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues.

Fair Value Measurements

The Company's financial instruments include restricted cash and cash equivalents, accounts receivable, notes and other receivables, accounts payable and other current liabilities. The fair value of these financial instruments approximates book value because of their short-term nature. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2024.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

New Accounting Pronouncements Not Yet Adopted

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures"* ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The guidance is effective for the Company beginning in fiscal year 2026 and may be applied on a prospective or retrospective basis. The Company is currently evaluating the potential effects of adoption of ASU 2023-09 and expects to provide additional detail and disclosures under this new guidance.

The Company reviewed all other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's consolidated financial statements when adoption is required in the future.

3. REVENUE RECOGNITION

Contract Balances

As of December 29, 2024, December 30, 2023 and December 31, 2022, contract liabilities, (deferred revenue included in "Deferred revenue") were \$168.9 million, \$135.0 million, \$98.5 million, respectively. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized \$12.2 million, \$11.5 million and \$8.9 million of revenues associated with prior year deferred franchise fees for the fiscal years ended December 29, 2024, December 30, 2023 and December 31, 2022, respectively, offset by cash payments received or due in advance of satisfying its performance obligations.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

| Fiscal Year (<i>dollars in thousands</i>) | Total |
|--|-------------------|
| 2025 | \$ 20,795 |
| 2026 | 11,151 |
| 2027 | 12,728 |
| 2028 | 14,304 |
| 2029 | 15,881 |
| Thereafter | 94,008 |
| Total | <u>\$ 168,867</u> |

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

4. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts and notes receivable, net consist of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--------------------------------------|------------------|------------------|
| Royalties and fees | \$ 51,554 | \$ 46,446 |
| Notes receivable | 267 | 437 |
| Advertising contributions | 31,147 | 24,912 |
| Rent receivables | 4,494 | 3,935 |
| Other | 14,386 | 12,417 |
| Accounts and notes receivable, gross | 101,848 | 88,147 |
| Allowance for credit losses | (7,792) | (5,969) |
| Accounts and notes receivable, net | <u>\$ 94,056</u> | <u>\$ 82,178</u> |

Property and improvements, net consisted of the following, substantially all of which were or will be leased to others under operating leases:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--|-------------------|-------------------|
| Owned: | | |
| Land | \$ 56,132 | \$ 57,076 |
| Buildings | 41,341 | 41,567 |
| Leasehold improvements | 69,760 | 66,402 |
| Construction in progress | 2,801 | 6,207 |
| Leased: | | |
| Finance lease assets | 11,694 | 11,800 |
| Property and improvements, gross | 181,728 | 183,052 |
| Accumulated depreciation and amortization ^(a) | (43,470) | (33,511) |
| Property and improvement, net | <u>\$ 138,258</u> | <u>\$ 149,541</u> |

(a) Includes \$3.3 million and \$2.5 million of accumulated amortization related to finance lease assets as of December 29, 2024 and December 31, 2023, respectively. Depreciation expense was \$10.4 million, \$10.8 million, and \$14.9 million in 2024, 2023 and 2022, respectively.

Other current liabilities consist of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|---------------------------------|------------------|------------------|
| Gift card/certificate liability | \$ 383 | \$ 388 |
| Accrued interest | 22,065 | 21,828 |
| Other | 8,492 | 3,948 |
| Total other current liabilities | <u>\$ 30,940</u> | <u>\$ 26,164</u> |

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. INTANGIBLE ASSETS, NET

Intangible assets at December 29, 2024 consisted of the following:

| <i>(dollars in thousands)</i> | Estimated useful life | Gross carrying amount | Accumulated amortization | Net carrying amount |
|-------------------------------------|----------------------------------|--------------------------------------|-------------------------------------|------------------------------------|
| Definite-lived intangibles: | | | | |
| Franchise rights | 29 years | \$ 1,947,824 | \$ (273,617) | \$ 1,674,207 |
| License rights | 15 years | 320,000 | (86,095) | 233,905 |
| Favorable operating leases acquired | (a) | 10,870 | (5,453) | 5,417 |
| Indefinite-lived intangible: | | | | |
| Trademarks/trade names | N/A | 6,390,000 | — | 6,390,000 |
| | | <u>\$ 8,668,694</u> | <u>\$ (365,165)</u> | <u>\$ 8,303,529</u> |

Intangible assets at December 30, 2023 consisted of the following:

| <i>(dollars in thousands)</i> | Estimated useful life | Gross carrying amount | Accumulated amortization | Net carrying amount |
|-------------------------------------|----------------------------------|--------------------------------------|-------------------------------------|------------------------------------|
| Definite-lived intangibles: | | | | |
| Franchise rights | 29 years | \$ 1,941,824 | \$ (199,974) | \$ 1,741,850 |
| License rights | 15 years | 332,000 | (76,762) | 255,238 |
| Favorable operating leases acquired | (a) | 12,770 | (5,441) | 7,329 |
| Indefinite-lived intangible: | | | | |
| Trademarks/trade names | N/A | 6,390,000 | — | 6,390,000 |
| | | <u>\$ 8,676,594</u> | <u>\$ (282,177)</u> | <u>\$ 8,394,417</u> |

(a) Estimated useful lives are the terms of the respective leases for favorable leases.

Total estimated future amortization for intangible assets is as follows:

| <i>(dollars in thousands)</i> | Total |
|--|---------------------|
| Aggregate amortization expense: | |
| Actual for fiscal year: | |
| 2022 | \$ 90,334 |
| 2023 | 89,476 |
| 2024 | 89,476 |
| Estimate for fiscal year: | |
| 2025 | 90,660 |
| 2026 | 90,236 |
| 2027 | 90,103 |
| 2028 | 89,966 |
| 2029 | 89,907 |
| Thereafter | 1,462,657 |
| | <u>\$ 1,913,529</u> |

Amortization related to favorable leases acquired is included within "Rental income" in the consolidated statements of income and comprehensive income.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. LONG-TERM DEBT, NET

Outstanding debt consists of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--|---------------------|---------------------|
| Securitization Notes ^(a) | \$ 4,999,318 | \$ 4,641,742 |
| Finance lease obligations | 10,508 | 11,144 |
| Other | 500 | 500 |
| Debt issuance costs, net of amortization | (14,067) | (17,100) |
| Debt premium, net of amortization | 53,135 | 69,035 |
| Total debt, net, including current portion | 5,049,394 | 4,705,321 |
| Less amounts payable within one year | 43,206 | 43,191 |
| Long-term debt, net | <u>\$ 5,006,188</u> | <u>\$ 4,662,130</u> |

- (a) The fair value of the Securitization Notes was \$4.7 billion and \$4.2 billion, as of December 29, 2024 and December 30, 2023 respectively. They are classified within Level 2, as defined under GAAP. The Securitization notes contain senior notes and variable funding notes. The fair values of senior notes are estimated primarily based on current market rates for debt with similar terms and remaining maturities or current midpoint prices for such debt. The fair values of the variable funding notes equal the carrying amounts at December 29, 2024 and December 30, 2023 as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently.

Securitized Financing Facility

The Master Issuer, a limited-purpose, bankruptcy-remote, indirect wholly-owned subsidiary of DBI, through a series of securitization transactions has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the "Securitization Notes."

The following table summarizes the Dunkin' Securitization Notes outstanding as of December 29, 2024:

| <i>(dollars in thousands)</i> | Issuance Date | Anticipated Repayment Date^(a) | Outstanding Principal | Interest Rate | |
|---|----------------------|---|----------------------------------|----------------------|--------------------------------|
| | | | | Stated | Effective^(d) |
| 2017 Class A-2-II Senior Secured Fixed Rate Notes | October 2017 | November 2027 | \$ 746,000 | 4.03% | 3.13% |
| 2019 Senior Variable Funding Notes | April 2019 | (b) | 150,000 | (c) | 6.30% |
| 2019-1 Class A-2-II Senior Secured Fixed Rate Notes | April 2019 | May 2026 | 379,000 | 4.02% | 3.06% |
| 2019 Class A-2-III Senior Secured Fixed Rate Notes | April 2019 | May 2029 | 663,250 | 4.35% | 3.23% |
| 2021 Class A-2-I Senior Secured Fixed Rate Notes | October 2021 | November 2026 | 485,000 | 2.05% | 2.26% |
| 2021 Class A-2-II Senior Secured Fixed Rate Notes | October 2021 | November 2028 | 630,500 | 2.49% | 2.65% |
| 2021 Class A-2-III Senior Secured Fixed Rate Notes | October 2021 | November 2031 | 1,164,000 | 2.79% | 2.91% |
| 2023 Senior Variable Funding Notes | February 2023 | (e) | 781,568 | (f) | 6.53% |
| Total | | | <u>\$ 4,999,318</u> | | |

- (a) The legal final maturity dates of the Dunkin' Securitization notes issued in 2017, 2019, and 2021 are November 2047, May 2049, and November 2051, respectively. If the Dunkin' Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement.
- (b) In June 2024, the anticipated repayment date of the 2019 Senior Variable Funding Notes ("2019 Variable Funding Notes") was extended from August 2024 to August 2029 with two one-year extension options available.
- (c) The 2019 Variable Funding Notes bear interest at per annum rates equal to funding cost or index plus 1.50%. The 2019 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.
- (d) Includes the effects of the amortization of any debt premium or debt issuance costs recorded as "Interest expense."
- (e) In July 2024, the anticipated repayment date of the 2023 Senior Variable Funding Notes ("2023 Variable Funding Notes") was extended from February 2028 to August 2029.
- (f) Prior to the amendment, the 2023 Variable Funding Notes bore interest at per annum rates equal to a funding cost or index plus 2.25%. In July 2024, the Company amended and extended the 2023 Variable Funding Notes to bear interest at per annum rates equal to a funding cost or index plus 1.75%. The 2023 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
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The Securitization Notes are secured by substantially all of the assets of and guaranteed by the Master Issuer Parent and subsidiaries (collectively with the Master Issuer, “Securitization Entities”), and were issued in a securitization transaction pursuant to which certain assets such as franchise agreements, intellectual property and real property were contributed to such Securitization Entities.

Interest on the Dunkin' Securitization Notes is payable on a quarterly basis.

The 2019 Variable Funding Notes and 2023 Variable Funding Notes allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including letters of credit of \$75.0 million in support of various Dunkin' subsidiary obligations. As of December 29, 2024, the Company had outstanding borrowings of \$150.0 million under the 2019 Variable Funding Notes leaving no remaining capacity for future borrowings. As of December 29, 2024, the Company had outstanding borrowings of \$781.6 million exclusive of \$51.4 million of outstanding letters of credit under the 2023 Variable Funding Notes leaving \$17.0 million of remaining capacity for future borrowings.

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Dunkin' Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 29, 2024, the Company was in compliance with all financial covenant requirements.

Maturities of Long-Term Debt

Assuming quarterly repayments and repayment by the Anticipated Repayment Dates, the aggregate annual maturities of the Securitization Notes, including the 2023 Variable Funding Notes, the 2019 Variable Funding Notes, and other long-term debt (excluding the effects of debt premium and debt issuance costs) as of December 29, 2024 are as follows:

| <i>(dollars in thousands)</i> | Total |
|-------------------------------|---------------------|
| 2025 | \$ 42,500 |
| 2026 | 888,500 |
| 2027 | 755,500 |
| 2028 | 630,000 |
| 2029 | 1,428,818 |
| Thereafter | 1,254,000 |
| | <u>\$ 4,999,318</u> |

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. LEASES

The Company is party as a lessor and/or lessee to various leases for restaurants and other properties, including land and buildings. Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease assets and lease liabilities:

| <i>(dollars in thousands)</i> | 2024 | 2023 | Classification |
|-------------------------------|-------------------|-------------------|--|
| Assets: | | | |
| Operating lease assets | \$ 337,514 | \$ 351,926 | Operating lease assets, net |
| Finance lease assets | 8,444 | 9,299 | Property and improvements, net |
| Total lease assets | <u>\$ 345,958</u> | <u>\$ 361,225</u> | |
| Liabilities: | | | |
| Current: | | | |
| Operating lease liabilities | \$ 29,708 | \$ 31,034 | Current portion of operating lease liabilities |
| Finance lease liabilities | 556 | 541 | Current portion of long-term debt |
| Long-term: | | | |
| Operating lease liabilities | 295,449 | 301,120 | Long-term operating lease liabilities |
| Finance lease liabilities | 9,952 | 10,603 | Long-term debt, net |
| Total lease liabilities | <u>\$ 335,664</u> | <u>\$ 343,298</u> | |

Included in the Company's consolidated balance sheets are the following amounts related to assets leased to others under operating leases, where the Company is the lessor:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--------------------------------|-------------------|-------------------|
| Land | \$ 55,836 | \$ 55,604 |
| Buildings | 41,127 | 52,577 |
| Leasehold improvements | 69,760 | 66,233 |
| Construction in progress | — | 6,201 |
| Assets leased to others, gross | 166,723 | 180,615 |
| Accumulated depreciation | (40,134) | (33,399) |
| Assets leased to others, net | <u>\$ 126,589</u> | <u>\$ 147,216</u> |

The weighted-average remaining lease term and weighted-average discount rate for operating and finance leases were as follows:

| | 2024 | 2023 |
|---|-------------|-------------|
| Weighted-average remaining lease term (years) | | |
| Operating leases | 10.9 | 11.3 |
| Finance leases | 13.4 | 14.1 |
| Weighted-average discount rate | | |
| Operating leases | 5.4 % | 5.2 % |
| Finance leases | 5.0 % | 5.0 % |

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Lease costs and rental income were as follows:

| <i>(dollars in thousands)</i> | 2024 | 2023 | 2022 |
|--|--------------------|--------------------|--------------------|
| Finance lease cost: | | | |
| Amortization of lease assets ^(a) | \$ 828 | \$ 801 | \$ 986 |
| Interest on lease liabilities ^(b) | 535 | 574 | 617 |
| Operating lease cost ^(c) | 59,016 | 60,329 | 61,080 |
| Variable lease cost ^(c) | 26,146 | 24,555 | 23,783 |
| Rental income ^(d) | (134,371) | (132,326) | (129,725) |
| Net lease cost (income) | <u>\$ (47,846)</u> | <u>\$ (46,067)</u> | <u>\$ (43,259)</u> |

- (a) Amortization of finance lease assets is included in "Depreciation and amortization" in the consolidated statements of income and comprehensive income.
- (b) Interest recognized on finance lease liabilities is included in interest expense in the consolidated statements of income and comprehensive income.
- (c) Operating and variable lease costs are included in occupancy expenses in the consolidated statements of income and comprehensive income.
- (d) Rental income in the consolidated statements of income and comprehensive income primarily consists of sublease income. Lease income relating to variable lease payments was \$59.4 million, \$57.1 million and \$54.5 million for the fiscal years ended December 29, 2024, December 30, 2023 and December 31, 2022, respectively.

Cash paid for amounts included in the measurement of lease liabilities was as follows:

| <i>(dollars in thousands)</i> | 2024 | 2023 | 2022 |
|--|-------------|-------------|-------------|
| Cash paid for amounts included in the measurement of lease liabilities: | | | |
| Operating cash flows from operating leases | \$ 51,589 | \$ 51,805 | \$ 51,934 |
| Operating cash flows from finance leases | \$ 535 | \$ 576 | \$ 617 |
| Financing cash flows from finance leases | \$ 611 | \$ 687 | \$ 694 |
| Supplemental non-cash information on lease liabilities arising from obtaining lease assets: | | | |
| Operating lease assets obtained in exchange for new operating leases liabilities | \$ 26,904 | \$ 37,584 | \$ 32,059 |
| Finance lease assets obtained in exchange for new finance lease liabilities ^(a) | \$ (27) | \$ — | \$ — |

- (a) Includes all noncash changes related to modifications or reassessments of finance leases, which may result in a decrease to the right-of-use asset.

Future lease commitments to be paid and received by the Company as of December 29, 2024 are as follows:

| <i>(dollars in thousands)</i> | Payments | | Receipts | |
|--|-----------------------|-------------------------|------------------|-------------------|
| | Finance leases | Operating leases | Subleases | Net leases |
| Fiscal Year | | | | |
| 2025 | \$ 1,062 | \$ 46,193 | \$ (66,112) | \$ (18,857) |
| 2026 | 1,203 | 47,455 | (66,386) | (17,728) |
| 2027 | 1,102 | 44,472 | (61,183) | (15,609) |
| 2028 | 1,029 | 40,148 | (54,341) | (13,164) |
| 2029 | 1,012 | 36,621 | (48,709) | (11,076) |
| Thereafter | 9,424 | 227,287 | (245,542) | (8,831) |
| Total minimum rental commitments | 14,832 | 442,176 | \$ (542,273) | \$ (85,265) |
| Less amount representing interest | 4,324 | 117,019 | | |
| Present value of minimum lease liabilities | <u>\$ 10,508</u> | <u>\$ 325,157</u> | | |

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

8. INCOME TAXES

Income tax expense consists of current taxes related to foreign jurisdictions of \$7.2 million, \$7.0 million, and \$5.9 million for fiscal years 2024, 2023 and 2022, respectively.

The Company does not record a provision for income taxes for the limited liability companies that are treated as disregarded entities for U.S. income tax purposes and for which there is no tax sharing agreement. As a result, the provision for income taxes differed from the expense computed using the statutory federal income tax rate of 21% for each of fiscal years 2024, 2023 and 2022.

9. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

Supply Chain Guarantees

The Company has entered into various agreements with suppliers of franchisee products, the majority of which contain guarantees by the Company related to franchisees' purchases of certain volumes of products over specified periods. The Company's guarantees decrease as franchisees purchase products over the respective terms of the agreements. The guarantees have varying terms, many of which are one year or less, and the latest of which expires in 2025. As of December 29, 2024, the Company was contingently liable under such supply chain agreements for approximately \$136.7 million. The Company assesses the risk of performing under each of these guarantees on a quarterly basis, and, based on various factors including internal forecasts, prior history, and ability to extend contract terms, the Company has not recorded any liabilities related to these commitments.

Legal and Environmental Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

10. TRANSACTIONS WITH RELATED PARTIES

Management Agreement

On January 26, 2015, the Company entered into management and related agreements with DBI and affiliates to compensate such affiliates for services provided, as the Company has no employees. Under these agreements, DBI manages all franchise arrangements and third-party license agreements, including, among other things, performing the obligations and enforcing the new franchise agreements, collecting franchisee payments, causing the Company to enter into new franchise agreements, and providing pre-opening and post-opening services for franchisees. DBI is also responsible for enforcing lease agreements held by the Company. As compensation for the performance of its obligations under these management and related agreements, the Company pays management fees to DBI and affiliates, which are included in the accompanying consolidated statements of income and comprehensive income within "Management fees." The management fee payable to DBI is calculated on a weekly basis pursuant to a formula prescribed in the related management agreement, which is based in part on retail sales at restaurants in the U.S.

Transactions with Affiliated Entities

In December 2022, the Company invested in a note receivable from affiliate due on demand and in no case later than January 30, 2023. This note was subsequently repaid on the stated due date.

In September 2024, the Company invested in a note receivable from affiliate due on demand and in no case later than August 20, 2029. This amount is included within "Note receivable from affiliate" as a current asset in the accompanying consolidated balance sheets.

Certain fixed asset additions are paid by DBGI. These amounts are included within "Contribution of non-cash net assets from affiliates" in the accompanying consolidated statements of member's equity. The Company received \$5.8 million and \$4.2 million for these fixed asset additions during fiscal years 2023 and 2022.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Joint Ventures of DBGI

DBGI holds ownership interests in two joint ventures that franchise and operate restaurants in Japan and South Korea. At December 29, 2024 and December 30, 2023, the Company had recorded \$1.2 million and \$1.4 million, respectively, of accounts receivable related to these joint ventures in the consolidated balance sheets. During fiscal years 2024, 2023 and 2022, the Company recognized \$7.4 million, \$7.1 million and \$7.4 million, respectively, of royalties from these joint ventures. The Company also has the right to receive any dividends or other distributions received by DBI or its domestic subsidiaries from the joint venture in South Korea, pursuant to a contribution agreement entered into on January 26, 2015. The Company received \$2.2 million and \$4.7 million during fiscal years 2023 and 2022, respectively, from DBI related to dividends from the joint venture in South Korea, which were recorded in "Distributions to Parent, net", net in the consolidated statements of member's equity. The Company received no dividends from the joint venture in South Korea during fiscal year 2024.

Other Related-Party Transactions

The Company licenses the use of intellectual property to wholly-owned subsidiaries of DBGI for the franchising of the brands in limited international markets or the sale of ice cream products to certain international markets. The Company recognized licensing fees of \$15.8 million, \$20.8 million and \$19.5 million during fiscal years 2024, 2023 and 2022, respectively, in the consolidated statements of income and comprehensive income, within Licensing fees, under these licensing agreements, which are generally based on a percentage of retail sales at the restaurants located in the relevant international markets.

Pursuant to the Dunkin' Indenture, continuing advertising fees collected by the Company are withdrawn by DBI and affiliates for purposes of maintaining and administering the advertising funds in accordance with the franchise agreements. Advertising expenses in the consolidated statements of income and comprehensive income consists solely of such advertising fees that have been collected or earned by the Company that have been or will be transferred to DBI and affiliates for purposes of advertising.

The Accounts payable to affiliates balance in the consolidated balance sheets of approximately \$31.3 million and \$32.5 million at December 29, 2024 and December 30, 2023, respectively, consists primarily of net amounts due to DBI and affiliates, including advertising fees receivable that will be remitted to DBI and affiliates upon collection.

11. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 20, 2025, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

Dunkin' Brands, Inc. and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

*Consolidated Financial Statements as of December 29, 2024 and December 30, 2023
and for the fiscal years ended December 29, 2024, December 30, 2023 and December
31, 2022 and Independent Auditors' Report*

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Stockholder and Board of Directors
Dunkin' Brands, Inc.:

Opinion

We have audited the consolidated financial statements of Dunkin' Brands, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 29, 2024 and December 30, 2023, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the fiscal years in the three-year period ended December 29, 2024, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 and December 30, 2023, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 29, 2024, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a



substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

KPMG LLP

Atlanta, Georgia
March 20, 2025

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

| | December 29, 2024 | December 30, 2023 |
|--|--------------------------|--------------------------|
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 360,635 | \$ 365,153 |
| Restricted cash and cash equivalents | 138,499 | 132,988 |
| Accounts and notes receivable, net | 173,141 | 173,254 |
| Notes receivable from affiliate | 921,635 | 521,214 |
| Interest receivable on note from affiliate | 18,343 | — |
| Prepaid expenses and other current assets | 36,725 | 41,458 |
| Total current assets | 1,648,978 | 1,234,067 |
| Property and equipment, net | 144,452 | 163,822 |
| Goodwill | 3,617,044 | 3,617,103 |
| Intangible assets, net | 8,331,726 | 8,435,129 |
| Operating lease assets, net | 356,742 | 374,768 |
| Equity-method investments | 112,367 | 134,514 |
| Other assets | 43,407 | 47,217 |
| Total assets | <u>\$ 14,254,716</u> | <u>\$ 14,006,620</u> |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | |
| Current liabilities: | | |
| Accounts payable | \$ 19,834 | \$ 73,762 |
| Other current liabilities | 500,349 | 497,887 |
| Current portion of operating lease liabilities | 33,384 | 34,299 |
| Current portion of long-term debt | 43,409 | 43,367 |
| Income taxes payable | 162,465 | 162,036 |
| Deferred revenue | 32,405 | 30,223 |
| Total current liabilities | 791,846 | 841,574 |
| Long-term debt, net | 5,006,859 | 4,663,004 |
| Long-term operating lease liabilities | 311,926 | 321,648 |
| Deferred revenue | 144,339 | 117,559 |
| Deferred tax liabilities, net | 1,885,974 | 1,936,655 |
| Other liabilities | 3,794 | 7,329 |
| Commitments and contingencies (Note 10) | | |
| Stockholders' equity: | | |
| Common stock, \$0.01 par value; 1,000 authorized; 100 issued and outstanding | | |
| as of December 29, 2024 and December 30, 2023, respectively | — | — |
| Additional paid-in capital | 6,196,593 | 6,367,184 |
| Accumulated deficit | — | (185,768) |
| Accumulated other comprehensive loss | (86,615) | (62,565) |
| Total Dunkin' Brands, Inc. stockholders' equity | 6,109,978 | 6,118,851 |
| Total liabilities and stockholders' equity | <u>\$ 14,254,716</u> | <u>\$ 14,006,620</u> |

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands)

| | Year Ended December 29, 2024 | Year Ended December 30, 2023 | Year Ended December 31, 2022 |
|--|------------------------------------|------------------------------------|------------------------------------|
| Revenues: | | | |
| Franchise fees and royalty revenues | \$ 799,124 | \$ 785,165 | \$ 735,130 |
| Franchise contributions for advertising and other services | 690,610 | 639,647 | 608,758 |
| Rental income | 136,005 | 134,218 | 131,889 |
| Wholesale revenues | 110,460 | 113,865 | 110,137 |
| Other revenues | 64,867 | 66,924 | 73,845 |
| Total revenues | 1,801,066 | 1,739,819 | 1,659,759 |
| Costs and expenses: | | | |
| Occupancy expenses - franchise restaurants | 85,465 | 86,719 | 86,924 |
| Wholesale expenses | 87,305 | 102,926 | 100,350 |
| Franchise advertising and other services expenses | 697,296 | 651,634 | 615,319 |
| Selling, general and administrative expenses | 61,864 | 62,793 | 90,139 |
| Management fee to parent | 100,798 | 97,068 | 123,269 |
| Depreciation and amortization | 114,890 | 123,052 | 142,704 |
| Impairment charges | — | 146,637 | 759,461 |
| Total costs and expenses | 1,147,618 | 1,270,829 | 1,918,166 |
| Income from equity-method investments | 4,877 | 1,131 | 10,435 |
| Other operating income, net | 5,759 | 6,118 | 6,330 |
| Operating income (loss) | 664,084 | 476,239 | (241,642) |
| Interest expense | (163,905) | (171,206) | (127,531) |
| Interest income from affiliate | 41,416 | 46,850 | — |
| Other income, net | 9,355 | 15,228 | 2,104 |
| Total other expense, net | (113,134) | (109,128) | (125,427) |
| Income (loss) before income taxes | 550,950 | 367,111 | (367,069) |
| Income tax expense | 132,432 | 127,464 | 58,240 |
| Net income (loss) | \$ 418,518 | \$ 239,647 | \$ (425,309) |

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS)
(In thousands)

| | Year Ended December 29, 2024 | Year Ended December 30, 2023 | Year Ended December 31, 2022 |
|---|------------------------------------|------------------------------------|------------------------------------|
| Net income (loss) | \$ 418,518 | \$ 239,647 | \$ (425,309) |
| Other comprehensive income (loss): | | | |
| Foreign currency translation adjustment, net of tax | (25,662) | (12,245) | (21,951) |
| Other | 1,612 | (50) | 49 |
| Other comprehensive income (loss), net of tax | (24,050) | (12,295) | (21,902) |
| Comprehensive income (loss) | <u>\$ 394,468</u> | <u>\$ 227,352</u> | <u>\$ (447,211)</u> |

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except share data)

| | Common stock | | Additional paid-in capital | Accumulated deficit | Accumulated other comprehensive loss | Total Stockholders' Equity |
|-----------------------------------|--------------|--------|----------------------------------|------------------------|---|----------------------------------|
| | Shares | Amount | | | | |
| Balance at December 25, 2021 | 100 | \$ — | \$ 7,223,531 | \$ — | \$ (28,368) | \$ 7,195,163 |
| Net income (loss) | — | — | — | (425,309) | — | (425,309) |
| Other comprehensive income (loss) | — | — | — | — | (21,902) | (21,902) |
| Distributions to parent, net | — | — | (405,444) | — | — | (405,444) |
| Balance at December 31, 2022 | 100 | \$ — | \$ 6,818,087 | \$ (425,309) | \$ (50,270) | \$ 6,342,508 |
| Net income (loss) | — | — | — | 239,647 | — | 239,647 |
| Other comprehensive income (loss) | — | — | — | — | (12,295) | (12,295) |
| Distributions to parent, net | — | — | (450,903) | — | — | (450,903) |
| Other | — | — | — | (106) | — | (106) |
| Balance at December 30, 2023 | 100 | \$ — | \$ 6,367,184 | \$ (185,768) | \$ (62,565) | \$ 6,118,851 |
| Net income (loss) | — | — | — | 418,518 | — | 418,518 |
| Other comprehensive income (loss) | — | — | — | — | (24,050) | (24,050) |
| Distributions to parent, net | — | — | (170,591) | (232,750) | — | (403,341) |
| Balance at December 29, 2024 | 100 | \$ — | \$ 6,196,593 | \$ — | \$ (86,615) | \$ 6,109,978 |

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

| | Year Ended December 29, 2024 | Year Ended December 30, 2023 | Year Ended December 31, 2022 |
|--|------------------------------------|------------------------------------|------------------------------------|
| Cash flows from operating activities: | | | |
| Net income (loss) | \$ 418,518 | \$ 239,647 | \$ (425,309) |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | | |
| Depreciation and amortization | 114,890 | 123,052 | 142,704 |
| Amortization (accretion) of debt issuance costs and premiums, net | (10,926) | (10,894) | (12,615) |
| Deferred income taxes | (49,884) | (49,184) | (90,987) |
| Impairment charges | — | 146,637 | 759,461 |
| Amortization of assets in advertising funds | 10,495 | 11,922 | 9,922 |
| Provision for credit losses | 4,218 | 1,981 | 564 |
| Income from equity-method investments | (4,877) | (1,131) | (10,435) |
| Dividends received from equity-method investments | 1,072 | 3,588 | 6,211 |
| Other, net | — | 1,746 | 2,750 |
| Change in operating assets and liabilities: | | | |
| Accounts and notes receivable | (4,105) | (17,064) | (7,677) |
| Prepaid expenses and other assets | (8,192) | (14,351) | (13,625) |
| Operating lease assets and liabilities | 7,389 | 8,030 | 5,402 |
| Accounts payable | (53,886) | (45,254) | 22,200 |
| Other current and noncurrent liabilities | 8,023 | 51,434 | 75,055 |
| Deferred revenue | 28,962 | 34,746 | 27,864 |
| Other, net | (12,066) | 652 | (319) |
| Net cash provided by operating activities | 449,631 | 485,557 | 491,166 |
| Cash flows from investing activities: | | | |
| Capital expenditures | (6,926) | (20,926) | (16,608) |
| Investment in note receivable from affiliate | (665,226) | (771,839) | (113,698) |
| Proceeds from notes receivable from affiliate | 264,805 | 364,323 | 107,000 |
| Proceeds from sale of investments | 5,959 | 1,280 | 4,591 |
| Other, net | — | 1,132 | 958 |
| Net cash used in investing activities | (401,388) | (426,030) | (17,757) |
| Cash flows from financing activities: | | | |
| Proceeds from issuance of debt | 665,226 | 882,665 | 113,698 |
| Debt repayments | (307,500) | (507,671) | (149,650) |
| Debt issuance costs | (1,635) | (10,460) | — |
| Distribution to Parent, net | (403,341) | (450,903) | (405,444) |
| Other, net | — | (1,399) | (952) |
| Net cash used in financing activities | (47,250) | (87,768) | (442,348) |
| Net increase (decrease) in cash, cash equivalents and restricted cash | 993 | (28,241) | 31,061 |
| Cash, cash equivalents and restricted cash at beginning of period | 498,141 | 526,382 | 495,321 |
| Cash, cash equivalents and restricted cash at end of period | \$ 499,134 | \$ 498,141 | \$ 526,382 |
| Supplemental cash flow information: | | | |
| Cash paid during the year for: | | | |
| Cash paid for interest | \$ 172,903 | \$ 175,757 | \$ 142,835 |
| Cash paid (refunded) for income taxes, net | \$ 10,511 | \$ (13,575) | \$ 11,924 |

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS

Dunkin' Brands, Inc. (collectively, with its subsidiaries, "DBI," or the "Company") is a wholly owned subsidiary of Dunkin' Brands Holdings, Inc., which is a wholly owned subsidiary of Dunkin' Brands Group, Inc., which is a wholly owned subsidiary of Dunkin' Holding Company ("DHC" or "Parent"). DHC is a subsidiary of IRB Holding Corp. ("IRB") whose ultimate parent is Inspire Brands, Inc. ("Inspire"). DBI, together with its consolidated subsidiaries, is one of the world's leading franchisors of restaurants serving coffee and baked goods, as well as ice cream, within the quick service restaurant segment of the restaurant industry. The Company franchises and licenses a system of both traditional and nontraditional quick service restaurants. Through its Dunkin' brand, the Company franchises restaurants featuring coffee, espresso, donuts, bagels, breakfast sandwiches, and related products. Additionally, the Company licenses Dunkin' brand products sold in certain retail outlets such as retail packaged coffee, Dunkin' K-Cup® pods, and ready-to-drink bottled iced coffee. Through its Baskin-Robbins brand, the Company franchises restaurants featuring ice cream, frozen beverages, and related products. Additionally, the Company distributes Baskin-Robbins ice cream products to certain international markets for sale in Baskin-Robbins restaurants and certain retail outlets.

The systemwide units were as follows:

| <u>Unit Count</u> | <u>2024</u> | <u>2023</u> | <u>2022</u> |
|-------------------|-------------|-------------|-------------|
| Franchised | 21,958 | 21,513 | 20,813 |
| Company-owned | 34 | 32 | 31 |
| Total System | 21,992 | 21,545 | 20,844 |

(a) Restaurants that include both a Dunkin' and a Baskin-Robbins restaurant are considered two units.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements include the accounts of DBI and subsidiaries and have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31. For the years 2023 and prior, the Company's fiscal reporting period ended on the last Saturday closest to December 31. Fiscal reporting periods are referred to herein as (1) "the year ended December 29, 2024" or "2024," (2) "the year ended December 30, 2023" or "2023" and (3) "the year ended December 31, 2022" or "2022." The years 2024 and 2023 consisted of 52 weeks and 2022 consisted of 53 weeks.

Cash, Cash Equivalents, and Restricted Cash

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 29, 2024 and December 30, 2023, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company holds restricted cash and cash equivalents which primarily represents interest, principal, and commitment fee reserves related to the Company's notes. In accordance with the Company's securitized financing facilities, certain cash balances are required to be held for the benefit of the noteholders and are restricted in their use.

Accounts and Notes Receivable, net

The Company's receivables are primarily generated from ongoing business relationships with its franchisees as a result of franchise agreements, including contributions due to advertising funds it consolidates. These receivables from franchisees are due within 30 days of the period in which the corresponding sales occur and are classified as "Accounts and notes receivable, net" on the consolidated balance sheets. Receivables from third party gift card distributors and channel revenue receivables are also included within "Accounts and notes receivable, net" on the consolidated balance sheets. The Company monitors the financial condition of its franchisees and licensees and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control.

Property and Equipment, net

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is computed on the straight-line basis using estimated useful lives of the related major classes of property and equipment. Estimated useful lives are 1 to 10 years for equipment, 6 to 35 years for buildings, and 1 to 20 years for leasehold improvements. Leasehold improvements are depreciated over the shorter of the estimated useful life or the remaining lease term of the related asset.

Depreciation related to the advertising funds is included within advertising expenses in the consolidated statements of operations.

Routine maintenance and repair costs are charged to expense as incurred. Major improvements, additions, or replacements that extend the life, increase capacity, or improve the safety or the efficiency of property are capitalized at cost and depreciated. Major improvements to leased property are capitalized as leasehold improvements and depreciated. Interest costs incurred during the acquisition period of capital assets are capitalized as part of the cost of the asset and depreciated. Long-lived assets to be disposed of are reported at the lower of their carrying amount or fair value less estimated costs to sell.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill by reporting unit for impairment annually, as of the first day of the fiscal fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired.

The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative impairment test of goodwill. The Company estimates the fair value of the reporting unit using an income approach through a discounted cash flow analysis using unobservable inputs (Level 3) and relevant data from the guideline transaction approach and guideline public companies market approach (Level 3). Significant assumptions and estimates used in determining fair value include future revenues and cash flows, terminal values, discount rates that approximate the reporting units' weighted average cost of capital and a selection of multiples for comparable publicly traded companies as guidelines for determining fair value under the market approach.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Indefinite-Lived Intangibles and Other Long-lived Assets

Indefinite-lived Intangibles

The Company reviews indefinite-lived intangible assets for impairment at least annually, as of the first day of the fiscal fourth quarter, and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate an intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

The Company uses the relief from royalty method using unobservable inputs (Level 3) to determine the fair value of its trademarks/trade names. Significant assumptions and estimates used in determining fair value include future revenues, royalty rates, terminal values, and discount rates.

Long-lived Assets

Long-lived assets are amortized on a straight-line basis using estimated useful lives of the related classes of assets.

The Company reviews long-lived assets, including operating lease assets, property, equipment, and software, and allocated intangible assets subject to amortization for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value exceeds the undiscounted cash flows the Company expects to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

The Company uses unobservable inputs (Level 3) to determine the fair value of its asset groups. Management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from the Company's estimates.

Equity-Method Investments

The Company's equity-method investments consist of interests in B-R 31 Ice Cream Co., Ltd. ("Japan JV"), BR-Korea Co., Ltd. ("South Korea JV"), and certain other investments, which are accounted for in accordance with the equity-method. These amounts are recorded in "Equity-method investments" in the consolidated balance sheets. In applying the equity-method, the Company records the investments at cost and subsequently increases or decreases the carrying amount of the investments by its proportionate share of the net earnings or losses of the equity-method investments. The share of earnings or losses are recognized in "Income from equity-method investments" in the Company's consolidated statements of operations. The Company records dividends or other equity distributions as reductions in the carrying value of the investments.

The Company evaluates its equity-method investments for impairment whenever an event or change in circumstances occurs that may have a significant adverse impact on the fair value of the investment. If a loss in value has occurred and is deemed to be other than temporary, an impairment charge is recorded. Several factors are reviewed to determine whether a loss has occurred that is other than temporary, including absence of an ability to recover the carrying amount of the investment, the length and extent of the fair value decline, and the financial condition and future prospects of the investee.

Debt Issuance Costs

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt, net" and are amortized as interest expense over the term of the related debt using the effective interest method.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Leases

The Company evaluates the contracts it enters into to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. Our contracts do not contain any material residual value guarantees or material restrictive covenants. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type or direct financing lease where the Company is a lessor or sublessor, based on their terms.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

The Company has lease agreements with lease and non-lease components. The Company elected the practical expedient to not separate non-lease components from lease components for all classes of underlying assets.

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by Inspire's incremental borrowing rate ("IBR"). Inspire's IBR is used because the rates implicit in most of the Company's leases are not readily determinable. The IBR selected is based on Inspire's credit rating and respective lease term.

Minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday that begins on the possession date and ends on the rent commencement date. During a rent holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis.

Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the right of use ("ROU") asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes contingent rent. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheets and are recognized on a straight-line basis over the lease term in the Company's consolidated statements of operations. Lease costs are recorded in the consolidated statements of operations based on the nature of the underlying lease as follows: (1) rental expense for leased property that are subsequently subleased to franchisees is recorded to "Occupancy expenses - franchise restaurants" and (2) rental expenses related to leases for corporate offices and equipment is recorded to "Selling, general and administrative expenses."

Finance Leases

Amounts of finance leases are recognized based on future unpaid lease payments over the lease term, discounted by the Company's IBR. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to "Interest expense." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Selling, General and Administrative Expenses

Selling, general and administrative expenses primarily consist of wages and benefits, professional service fees, and occupancy costs for corporate headquarters and regional offices.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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Foreign Currency

The Company's reporting currency is the U.S. dollar, while the functional currency of the Company's foreign operations is primarily the local currency in each foreign country. Assets and liabilities are translated into U.S. dollars using the current exchange rates in effect at the balance sheet date, while revenues and expenses are translated at the average exchange rates for the period. The resulting translation adjustments are recorded as a separate component of other comprehensive income (loss) and stockholders' equity, net of deferred taxes. Foreign currency translation adjustments primarily result from the Company's equity-method investments, as well as subsidiaries located in foreign jurisdictions. Transactions resulting in foreign exchange gains and losses are included in the consolidated statements of operations.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies the performance obligations.

Franchise fees and royalty revenues

Domestically, the Company sells individual franchises as well as territory agreements in the form of store development agreements ("SDAs") that grant the right to develop restaurants in designated areas. The franchise agreements and SDAs typically require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective restaurants and continuing fees, or royalty revenues, on a weekly basis based upon a percentage of franchisee gross sales. The initial term of domestic franchise agreements is typically 20 years. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement and, if approved, will typically pay a renewal fee upon execution of the renewal term. If approved, a franchisee may transfer a franchise agreement or SDA to a new or existing franchisee, at which point a transfer fee is paid. Occasionally, the Company offers incentive programs to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement.

Internationally, the Company sells master franchise agreements that grant the master franchisee the right to develop and operate, and in some instances sub-franchise, a certain number of restaurants within a particular geographic area. The master franchisee is typically required to pay an upfront market entry fee upon entering into the master franchise agreement and an upfront initial franchise fee for each developed restaurant prior to each respective opening. For the Dunkin' brand and in certain Baskin-Robbins international markets, the master franchisee will also pay continuing fees, or royalty revenues, on a monthly basis based upon a percentage of sales. The master franchise agreement serves as the franchise agreement for the underlying restaurants, and the initial franchise term provided for each restaurant typically ranges between 10 and 20 years.

The franchise license granted for each individual restaurant within an arrangement represents a single performance obligation. Therefore, initial franchise fees and market entry fees for each arrangement are allocated to each individual restaurant and recognized over the term of the respective franchise agreement from the date of the restaurant opening. Royalty revenues are also recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur. Renewal fees are recognized over the renewal term for the respective restaurant from the start of the renewal period. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer. Incentives provided to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement are recognized over the remaining term of the respective agreement. Additionally, for Baskin-Robbins international markets that do not pay a royalty, a portion of the consideration from the sales of ice cream and other products is allocated to royalty revenues as consideration for the use of the franchise license, which is recognized when the related sales occur and is estimated based on royalty rates in effect for markets where the franchise license is sold on a standalone basis. Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheets.

Franchise contributions for advertising and other services

Domestically and in limited international markets, franchise agreements typically require the franchisee to pay continuing advertising fees on a weekly basis based on a percentage of franchisee gross sales, which represents a portion of the consideration received for the single performance obligation of the franchise license. Continuing advertising fees are recognized over the term of the respective franchise agreement based on the fees earned each period as the underlying sales occur.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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The Company and its franchisees sell gift cards that are redeemable for products in its Dunkin' and Baskin-Robbins restaurants. The Company manages the gift card program, and therefore collects all funds from the activation of gift cards and reimburses franchisees for the redemption of gift cards in their restaurants. A liability for unredeemed gift cards, as well as historical gift certificates sold, is included in other current liabilities in the consolidated balance sheets.

There are no expiration dates or service fees charged on the gift cards. While the franchisees continue to honor all gift cards presented for payment, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. In these circumstances, the Company may recognize revenue from unredeemed gift cards ("breakage revenue") if they are not subject to unclaimed property laws. For Dunkin' gift cards enrolled in the DD Perks® Rewards loyalty program and other cards with expected similar redemption behavior, breakage is estimated and recognized at the point in time when the likelihood of redemption of any remaining card balance becomes remote, after a period of sufficient inactivity. Breakage revenue on all other Dunkin' gift cards and all Baskin-Robbins gift cards is estimated and recognized over time in proportion to actual gift card redemptions, based on historical redemption rates. Significant judgment is required in estimating breakage rates and in determining whether to recognize breakage revenue over time or when the likelihood of redemption becomes remote.

The Company also collects gift card program service fees from franchisees to offset the costs to administer the gift card program. The gift card program service fees are based on the volume of gift card transactions processed and are recognized as the underlying transactions occur.

Rental income

Rental income for base rentals is recorded on a straight-line basis over the lease term. The differences between the straight-line rent amounts and amounts receivable under the leases are recorded as deferred rent assets in current or long-term assets, as appropriate. Variable lease receipts are recognized as earned, and any amounts received from lessees in advance of achieving stipulated thresholds are deferred until such thresholds are actually achieved. Deferred variable lease receipts are recorded as deferred revenue in current liabilities in the consolidated balance sheets.

Wholesale revenues

The Company distributes Baskin-Robbins ice cream products and, in limited cases, Dunkin' products to franchisees and licensees in certain international locations. Revenue from the sale of ice cream and other products, including distribution fees, is recognized when title and risk of loss transfers to the buyer, which is upon delivery. Payment for ice cream and other products is due within three months after delivery.

Other revenues

Other revenues include fees generated by licensing the Company's brand names and other intellectual property, as well as gains, net of losses and transactions costs, from the sales of restaurants to new or existing franchisees. Licensing fees are recognized over the term of the expected license agreement, with sales-based license fees being recognized based on the amount earned each period as the underlying sales occur. Gains on the refranchise or sale of a restaurant are recognized over the term of the related agreement.

Income Taxes

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company has prepared its income tax provision under the pro rata method by recording the Company's relative contribution to the Inspire consolidated income tax provision. The Company is a party to a formal tax sharing agreement between Inspire and certain of its subsidiaries (the "Tax Sharing Agreement"). The Company makes tax payments directly to certain state governmental jurisdictions for itself and on behalf of its subsidiaries. Differences between the Company's income tax provision and income taxes pursuant to the terms of the Company's Tax Sharing Agreement have been recognized as contributions from and distributions to Parent. Current amounts due to or from IRB or affiliates are included in "Income taxes payable" or "Prepaid expenses and other current assets," respectively.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized whenever there are (i) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases or (ii) operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets related to U.S. federal and state attributes are measured based on the Company's relative contribution to the Inspire consolidated deferred tax assets in accordance with the Tax Sharing Agreement. When considered necessary, the Company records a valuation allowance to reduce the carrying amount of deferred tax assets if it is more likely than not that all or a portion of the assets will not be realized on the Inspire consolidated federal tax return.

The Company applies a recognition threshold and measurement attribute for consolidated financial statement recognition and measurement of potential tax benefits associated with tax positions taken or expected to be taken in the Company's income tax returns ("Uncertain Tax Positions"). The Company uses a two-step process when evaluating tax positions. The Company first determines if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is then measured for purposes of consolidated financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized once the position is considered effectively settled.

Interest and penalties accrued for Uncertain Tax Positions are charged to "Income tax expense."

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the consolidated statements of stockholders' equity. The net distributions in a year are first recorded to "Retained earnings", if any, until the cumulative retained earnings balance is reduced to zero. Any remaining distributions in a year are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero and are then subsequently recorded to "Accumulated deficit." The net contributions in a year are recorded to "Additional paid-in capital." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Franchise Advertising and Other Services Expenses

"Franchise advertising and other services expenses" in the consolidated statements of operations includes advertising expenses incurred by the Company, primarily through advertising funds, including expenses for the administration of the gift card program and loyalty program. The Company expenses production costs of commercial advertising upon first airing and expenses the costs of communicating the advertising in the period in which the advertising occurs. Costs of print advertising and certain promotion-related items are deferred and expensed the first time the advertising is displayed. When revenues of the advertising fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues.

Fair Value Measurements

The Company's financial instruments include cash, cash equivalents, restricted cash, accounts and notes receivable, accounts payable and other current liabilities. The fair value of cash, cash equivalents, restricted cash, accounts and notes receivable and accounts payable approximates book value due to their short-term nature. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2024.

For certain of the Company's assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

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Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

New Accounting Pronouncements Not Yet Adopted

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*" ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The guidance is effective for the Company beginning in fiscal year 2026 and may be applied on a prospective or retrospective basis. The Company is currently evaluating the potential effects of adoption of ASU 2023-09 and expects to provide additional detail and disclosures under this new guidance.

The Company reviewed all other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's consolidated financial statements when adoption is required in the future.

3. REVENUE RECOGNITION

Contract Balances

As of December 29, 2024, December 30, 2023, and December 31, 2022 contract liabilities (deferred revenue included in "Deferred revenue") were \$162.6 million, \$130.5 million, and \$96.3 million, respectively. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement. The Company recognized \$15.0 million, \$10.7 million, and \$10.8 million of revenues associated with prior year deferred franchise fees for the fiscal years ended December 29, 2024, December 30, 2023 and December 31, 2022, respectively, offset by cash payments received or due in advance of satisfying its performance obligations.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

| Fiscal Year (dollars in thousands) | Total |
|---|-------------------|
| 2025 | \$ 18,940 |
| 2026 | 9,230 |
| 2027 | 10,743 |
| 2028 | 12,257 |
| 2029 | 13,771 |
| Thereafter | 97,662 |
| Total | \$ 162,603 |

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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4. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts and notes receivable, net consist of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--------------------------------------|-------------------|-------------------|
| Royalties and fees | \$ 54,083 | \$ 49,654 |
| Gift cards | 57,729 | 57,989 |
| Notes receivable | 1,142 | 1,504 |
| Advertising contributions | 30,440 | 26,506 |
| Rent receivables | 4,500 | 4,298 |
| Other | 35,228 | 42,225 |
| Accounts and notes receivable, gross | 183,122 | 182,176 |
| Allowance for credit losses | (9,981) | (8,922) |
| Accounts and notes receivable, net | <u>\$ 173,141</u> | <u>\$ 173,254</u> |

Property and equipment, net consist of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--|-------------------|-------------------|
| Owned: | | |
| Land | \$ 56,132 | \$ 57,076 |
| Buildings | 42,417 | 41,567 |
| Leasehold improvements | 76,916 | 73,557 |
| Equipment | 7,947 | 12,894 |
| Construction in progress | 3,129 | 6,618 |
| Leased: | | |
| Finance lease assets | 12,781 | 12,942 |
| Property and equipment, gross | 199,322 | 204,654 |
| Accumulated depreciation and amortization ^(a) | (54,870) | (40,832) |
| Property and equipment, net | <u>\$ 144,452</u> | <u>\$ 163,822</u> |

(a) Includes accumulated amortization of \$3.7 and \$2.8 million related to finance lease assets as of December 29, 2024 and December 30, 2023, respectively. Depreciation expense was \$12.3 million, \$18.3 million, and \$22.9 million in 2024, 2023 and 2022, respectively.

Other current liabilities consist of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|-------------------------------------|-------------------|-------------------|
| Gift card/certificate liability | \$ 305,434 | \$ 307,655 |
| Accrued salaries and benefits | 13,212 | 15,277 |
| Accrued interest | 22,064 | 21,828 |
| Accrued advertising expenses | 96,252 | 87,146 |
| Franchisee profit-sharing liability | 15,798 | 16,498 |
| Other | 47,589 | 49,483 |
| Other current liabilities | <u>\$ 500,349</u> | <u>\$ 497,887</u> |

The franchisee profit-sharing liability represents amounts owed to franchisees from the net profits primarily on the sale of Dunkin' K-Cup[®] pods, retail packaged coffee, and ready-to-drink bottled iced coffee in certain retail outlets.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. EQUITY-METHOD INVESTMENTS

The Company's ownership interests in its equity-method investments as of December 29, 2024 were as follows:

| Entity | Ownership |
|----------------|------------------|
| Japan JV | 39.3% |
| South Korea JV | 33.3% |

The comparison between the carrying value of the Company's investments in the Japan JV and the South Korea JV and the underlying equity in net assets of those investments is presented in the table below:

| <i>(dollars in thousands)</i> | Japan JV | | South Korea JV | |
|--|-----------------|-------------|-----------------------|-------------|
| | 2024 | 2023 | 2024 | 2023 |
| Carrying value of investment ^(a) | \$ 31,188 | \$ 36,025 | \$ 80,608 | \$ 98,047 |
| Underlying equity in net assets of investment | 31,074 | 35,768 | 123,842 | 141,281 |
| Difference between carrying value and underlying equity in net assets ^(a) | \$ 114 | \$ 257 | \$ (43,234) | \$ (43,234) |

(a) The excess carrying values over the underlying equity in net assets of the Japan JV primarily consist of amortizable franchise rights and related tax liabilities. The deficit between the carrying value and underlying equity in net assets of the South Korea JV as of December 29, 2024 and December 30, 2023 primarily relates to property of the investee.

During the year ended December 30, 2023, the Company recorded impairment charges of \$145.7 million related to its investment in the South Korea JV due to macroeconomic factors and a decline in future expected cash flows. This was recorded within "Impairment charges" on the Company's consolidated statement of operations.

The carrying values of the Company's other equity-method investments are not material.

6. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

Goodwill consists of the following:

| <i>(dollars in thousands)</i> | Total |
|--|--------------|
| Balance at December 31, 2022 ^(a) | \$ 3,617,088 |
| Foreign currency translation and other adjustments | 15 |
| Balance at December 30, 2023 | 3,617,103 |
| Foreign currency translation and other adjustments | (59) |
| Balance at December 29, 2024 | \$ 3,617,044 |

(a) Includes impairment charges recorded during 2022 of \$759.0 million, due to increases in discount rates from rising interest rates.

Other intangible assets, net at December 29, 2024 consisted of the following:

| <i>(dollars in thousands)</i> | Estimated useful life | Gross carrying amount | Accumulated amortization | Net carrying amount |
|-------------------------------------|------------------------------|------------------------------|---------------------------------|----------------------------|
| Definite lived intangibles: | | | | |
| Franchise agreements | 29 | \$ 1,947,824 | \$ (273,617) | \$ 1,674,207 |
| License rights | 15 years | 320,000 | (86,095) | 233,905 |
| Favorable operating leases acquired | (a) | 11,110 | (5,628) | 5,482 |
| Computer software | 1 - 7 years | 54,452 | (26,320) | 28,132 |
| Indefinite lived intangible: | | | | |
| Trademark/trade names | N/A | 6,390,000 | — | 6,390,000 |
| Intangible assets | | \$ 8,723,386 | \$ (391,660) | \$ 8,331,726 |

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Other intangible assets, net at December 30, 2023 consisted of the following:

| <i>(dollars in thousands)</i> | Estimated useful life | Gross carrying amount | Accumulated amortization | Net carrying amount |
|-------------------------------------|----------------------------------|--------------------------------------|-------------------------------------|------------------------------------|
| Definite lived intangibles: | | | | |
| Franchise agreements | 29 | \$ 1,941,824 | \$ (199,974) | \$ 1,741,850 |
| License rights | 15 years | 332,000 | (76,762) | 255,238 |
| Favorable operating leases acquired | (a) | 13,260 | (5,772) | 7,488 |
| Computer software | 1 - 7 years | 60,255 | (28,988) | 31,267 |
| Developed technology | 4 years | 70,000 | (60,714) | 9,286 |
| Indefinite lived intangible: | | | | |
| Trademark/trade names | N/A | 6,390,000 | — | 6,390,000 |
| Intangible assets | | \$ 8,807,339 | \$ (372,210) | \$ 8,435,129 |

(a) Estimated useful lives are the terms of the respective leases for favorable leases.

Total estimated future amortization for other intangible assets is as follows:

| <i>(dollars in thousands)</i> | Total |
|--|---------------------|
| Aggregate amortization expense: | |
| Actual for fiscal year: | |
| 2022 | \$ 119,825 |
| 2023 | 104,743 |
| 2024 | 102,607 |
| Estimate for fiscal year: | |
| 2025 | 102,751 |
| 2026 | 99,376 |
| 2027 | 94,496 |
| 2028 | 92,494 |
| 2029 | 89,953 |
| Thereafter | 1,462,656 |
| | \$ 1,941,726 |

Amortization related to favorable leases acquired is included within "Rental income" in the consolidated statements of operations and comprehensive income (loss).

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
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7. LONG-TERM DEBT, NET

Outstanding debt consists of the following:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|--|---------------------|---------------------|
| Securitization notes ^(a) | \$ 4,999,318 | \$ 4,641,592 |
| Finance lease obligations | 11,383 | 12,195 |
| Other | 500 | 650 |
| Debt issuance costs, net of amortization | (14,068) | (17,101) |
| Debt premium, net of amortization | 53,135 | 69,035 |
| Total debt, net, including current portion | 5,050,268 | 4,706,371 |
| Less amounts payable within one year | 43,409 | 43,367 |
| Long-term debt, net | <u>\$ 5,006,859</u> | <u>\$ 4,663,004</u> |

- (a) The fair value of the Securitization Notes was \$4.7 billion and \$4.2 billion, as of December 29, 2024 and December 30, 2023 respectively. They are classified within Level 2, as defined under GAAP. The Securitization notes contain senior notes and variable funding notes. The fair values of senior notes are estimated primarily based on current market rates for debt with similar terms and remaining maturities or current midpoint prices for such debt. The fair values of the variable funding notes equal the carrying amounts at December 29, 2024 and December 30, 2023 as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently.

Securitized Financing Facility

DB Master Finance, LLC (the "Dunkin' Master Issuer"), a limited-purpose, bankruptcy-remote, indirect wholly-owned subsidiary of the Company, through a series of securitization transactions has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the "Dunkin' Securitization Notes."

The following table summarizes the Dunkin' Securitization Notes outstanding as of December 29, 2024:

| | Issuance Date | Anticipated Repayment Date^(a) | Outstanding Principal | Interest Rate | |
|---|----------------------|---|------------------------------|----------------------|--------------------------------|
| | | | | Stated | Effective^(d) |
| 2017 Class A-2-II Senior Secured Fixed Rate Notes | October 2017 | November 2027 | \$ 746,000 | 4.03% | 3.13% |
| 2019 Senior Variable Funding Notes | April 2019 | (b) | 150,000 | (c) | 6.30% |
| 2019-1 Class A-2-II Senior Secured Fixed Rate Notes | April 2019 | May 2026 | 379,000 | 4.02% | 3.06% |
| 2019 Class A-2-III Senior Secured Fixed Rate Notes | April 2019 | May 2029 | 663,250 | 4.35% | 3.23% |
| 2021 Class A-2-I Senior Secured Fixed Rate Notes | October 2021 | November 2026 | 485,000 | 2.05% | 2.26% |
| 2021 Class A-2-II Senior Secured Fixed Rate Notes | October 2021 | November 2028 | 630,500 | 2.49% | 2.65% |
| 2021 Class A-2-III Senior Secured Fixed Rate Notes | October 2021 | November 2031 | 1,164,000 | 2.79% | 2.91% |
| 2023 Senior Variable Funding Notes | February 2023 | (e) | 781,568 | (f) | 6.53% |
| Total | | | <u>\$ 4,999,318</u> | | |

- (a) The legal final maturity dates of the Dunkin' Securitization notes issued in 2017, 2019, and 2021 are November 2047, May 2049, and November 2051, respectively. If the Dunkin' Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement.
- (b) In June 2024, the anticipated repayment date of the 2019 Senior Variable Funding Notes ("2019 Variable Funding Notes") was extended from August 2024 to August 2029 with two one-year extension options available.
- (c) The 2019 Variable Funding Notes bear interest at per annum rates equal to funding cost or index plus 1.50%. The 2019 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.
- (d) Includes the effects of the amortization of any debt premium or debt issuance costs recorded as "Interest expense".
- (e) In July 2024, the anticipated repayment date of the 2023 Senior Variable Funding Notes ("2023 Variable Funding Notes") was extended from February 2028 to August 2029.
- (f) Prior to the amendment, the 2023 Variable Funding Notes bore interest at per annum rates equal to a funding cost or index plus 2.25%. In July 2024, the Company amended and extended the 2023 Variable Funding Notes to bear interest at per annum rates equal to a funding cost or index plus 1.75%. The 2023 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.

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The Securitization Notes are secured by substantially all of the assets of and guaranteed by the Master Issuer's direct parent and subsidiaries (collectively with the Master Issuer, "Securitization Entities"), and were issued in a securitization transaction pursuant to which certain assets such as franchise agreements, intellectual property and real property were contributed to such Securitization Entities.

Interest on the Dunkin' Securitization Notes is payable on a quarterly basis.

The 2019 Variable Funding Notes and 2023 Variable Funding Notes allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including letters of credit of \$75.0 million in support of various Dunkin' subsidiary obligations. As of December 29, 2024, the Company had outstanding borrowings of \$150.0 million under the 2019 Variable Funding Notes leaving no remaining capacity for future borrowings. As of December 29, 2024, the Company had outstanding borrowings of \$781.6 million exclusive of \$51.4 million of outstanding letters of credit under the 2023 Variable Funding Notes leaving \$17.0 million of remaining capacity for future borrowings.

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 29, 2024, the Company was in compliance with all financial covenant requirements.

Maturities of Long-Term Debt

Aggregate annual maturities of long-term debt (excluding the effects of debt issuance costs, premiums and discounts, net, finance lease obligations, and other) as of December 29, 2024 were as follows:

| <i>(dollars in thousands)</i> | Total |
|-------------------------------|----------------------------|
| 2025 | \$ 42,500 |
| 2026 | 888,500 |
| 2027 | 755,500 |
| 2028 | 630,000 |
| 2029 | 1,428,818 |
| Thereafter | 1,254,000 |
| | <u><u>\$ 4,999,318</u></u> |

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

8. LEASES

The Company has leased and subleased various restaurants and other property, including land and buildings, as well as leases for office equipment and automobiles. In addition, the Company has leased and subleased land and buildings to others.

Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease assets and lease liabilities:

(dollars in thousands)

| Leases | Classification | 2024 | 2023 |
|-------------------------|--|-------------------|-------------------|
| Assets | | | |
| Operating lease assets | Operating lease assets, net | \$ 356,742 | \$ 374,768 |
| Finance lease assets | Property and equipment, net | 9,100 | 10,119 |
| Total leased assets | | <u>\$ 365,842</u> | <u>\$ 384,887</u> |
| Liabilities | | | |
| Current | | | |
| Operating | Current portion of operating lease liabilities | \$ 33,384 | \$ 34,299 |
| Finance | Current portion of long-term debt | 759 | 717 |
| Noncurrent | | | |
| Operating | Long-term operating lease liabilities | 311,926 | 321,648 |
| Finance | Long-term debt, net | 10,624 | 11,478 |
| Total lease liabilities | | <u>\$ 356,693</u> | <u>\$ 368,142</u> |

Included in the Company's consolidated balance sheets are the following amounts related to assets leased to others under operating leases, where the Company is the lessor:

(dollars in thousands)

| | 2024 | 2023 |
|--------------------------------|-------------------|-------------------|
| Land | \$ 55,836 | \$ 55,604 |
| Buildings | 41,127 | 53,581 |
| Leasehold improvements | 69,769 | 66,241 |
| Construction in progress | — | 6,201 |
| Assets leased to others, gross | <u>166,732</u> | <u>181,627</u> |
| Accumulated depreciation | <u>(40,136)</u> | <u>(33,722)</u> |
| Assets leased to others, net | <u>\$ 126,596</u> | <u>\$ 147,905</u> |

The weighted-average remaining lease term and weighted-average discount rate for operating and finance leases were as follows:

| | 2024 | 2023 |
|---|-------------|-------------|
| Weighted-average remaining lease term: | | |
| Operating leases | 10.6 | 10.9 |
| Finance leases | 12.9 | 13.5 |
| Weighted-average discount rate | | |
| Operating leases | 5.4 % | 5.1 % |
| Finance leases | 5.0 % | 4.9 % |

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Lease costs and rental income were as follows:

(dollars in thousands)

| Lease Cost | 2024 | 2023 | 2022 |
|--|--------------------|-------------------|-------------------|
| Finance lease cost: | | | |
| Amortization of lease assets ^(a) | \$ 936 | \$ 909 | \$ 1,046 |
| Interest on lease liabilities ^(b) | 574 | 618 | 665 |
| Operating lease cost ^(c) | 63,269 | 65,461 | 66,312 |
| Variable lease cost ^(c) | 26,146 | 25,454 | 24,946 |
| Short-term lease cost ^(c) | 22,911 | 36,102 | 33,664 |
| Rental income ^(d) | (136,005) | (134,218) | (131,889) |
| Net lease cost (income) | <u>\$ (22,169)</u> | <u>\$ (5,674)</u> | <u>\$ (5,256)</u> |

- (a) Amortization of finance lease assets is included in "Depreciation and amortization" in the consolidated statements of operations.
- (b) Interest recognized on finance lease liabilities is included in interest expense in the consolidated statements of operations.
- (c) Operating and variable lease costs associated with franchised locations are included in "Occupancy expenses - franchise restaurants" in the consolidated statements of operations. Operating, variable, and short-term lease costs for all other leases, including corporate facilities, automobiles, and other non-franchised assets are included in "Selling, general and administrative expenses" and "Franchise advertising and other services expenses" in the consolidated statements of operations. Additionally, short-term lease costs incurred in connection with certain sports sponsorships not included in the table above are included in "Franchise advertising and other services expenses" in the consolidated statements of operations.
- (d) Rental income in the consolidated statements of operations primarily consists of sublease income. Lease income relating to variable lease payments was \$59.4 million, \$57.7 million and \$55.1 million for the fiscal years ended December 29, 2024, December 30, 2023 and December 31, 2022, respectively.

Cash paid for amounts included in the measurement of lease liabilities were as follows:

(dollars in thousands)

| Other Information | 2024 | 2023 | 2022 |
|---|-------------|-------------|-------------|
| Cash paid for amounts included in the measurement of lease liabilities: | | | |
| Operating cash flows from operating leases | \$ 55,698 | \$ 56,456 | \$ 57,050 |
| Operating cash flows from finance leases | \$ 574 | \$ 618 | \$ 665 |
| Financing cash flows from finance leases | \$ 730 | \$ 792 | \$ 797 |
| Supplemental non-cash information on lease liabilities arising from obtaining lease assets: | | | |
| Operating lease assets obtained in exchange for new operating leases liabilities | \$ 27,035 | \$ 38,149 | \$ 32,783 |
| Finance lease assets obtained in exchange for new finance lease liabilities ^(a) | \$ (27) | \$ — | \$ — |

- (a) Includes all noncash changes related to modifications or reassessments of finance leases, which may result in a decrease to the right-of-use asset.

Future lease commitments to be paid and received by the Company as of December 29, 2024 were as follows:

| | Payments | | Receipts | |
|------------------------------------|------------------|-------------------|---------------------|--------------------|
| | Finance | Operating | Subleases | Net leases |
| (dollars in thousands) | | | | |
| Fiscal Year | | | | |
| 2025 | \$ 1,215 | \$ 51,808 | \$ (67,536) | \$ (14,513) |
| 2026 | 1,370 | 51,802 | (67,641) | (14,469) |
| 2027 | 1,269 | 48,679 | (62,289) | (12,341) |
| 2028 | 1,196 | 44,191 | (55,106) | (9,719) |
| 2029 | 1,148 | 40,489 | (49,104) | (7,467) |
| Thereafter | 9,611 | 227,534 | (246,091) | (8,946) |
| Total | 15,809 | 464,503 | <u>\$ (547,767)</u> | <u>\$ (67,455)</u> |
| Less interest | (4,426) | (119,193) | | |
| Present value of lease liabilities | <u>\$ 11,383</u> | <u>\$ 345,310</u> | | |

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

9. INCOME TAXES

Income (loss) before income taxes is set forth below:

| <i>(dollars in thousands)</i> | 2024 | 2023 | 2022 |
|-----------------------------------|-------------------|-------------------|---------------------|
| Domestic | \$ 542,359 | \$ 362,654 | \$ (375,911) |
| Foreign | 8,591 | 4,457 | 8,842 |
| Income (loss) before income taxes | <u>\$ 550,950</u> | <u>\$ 367,111</u> | <u>\$ (367,069)</u> |

Income tax expense (benefit) is set forth below:

| <i>(dollars in thousands)</i> | 2024 | 2023 | 2022 |
|-------------------------------|-------------------|-------------------|-------------------|
| Federal | \$ 140,877 | \$ 133,875 | \$ 113,986 |
| State | 34,106 | 35,163 | 28,665 |
| Foreign | 7,333 | 7,610 | 6,576 |
| Current tax expense | <u>\$ 182,316</u> | <u>\$ 176,648</u> | <u>\$ 149,227</u> |
| Federal | \$ (36,602) | \$ (42,704) | \$ (37,221) |
| State | (13,891) | (6,804) | (53,920) |
| Foreign | 609 | 324 | 154 |
| Deferred tax benefit | <u>(49,884)</u> | <u>(49,184)</u> | <u>(90,987)</u> |
| Income tax expense | <u>\$ 132,432</u> | <u>\$ 127,464</u> | <u>\$ 58,240</u> |

The Company's effective tax rates for the years ended December 29, 2024, December 30, 2023, and December 31, 2022 were 24.0%, 34.7%, and (15.9)%, respectively. The effective tax rate differs from the U.S. federal statutory rate as follows:

| | 2024 | 2023 | 2022 |
|--|---------------|---------------|----------------|
| U.S. federal statutory rate | 21.0 % | 21.0 % | 21.0 % |
| State income taxes | 2.9 | 6.1 | 5.4 |
| Benefits and taxes related to foreign operations | (0.6) | (0.7) | 1.2 |
| Non-deductible impairment charges | — | 8.3 | (43.4) |
| Other, net | 0.7 | — | (0.1) |
| Effective tax rate | <u>24.0 %</u> | <u>34.7 %</u> | <u>(15.9)%</u> |

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Deferred Tax Assets and Liabilities

Deferred tax assets (liabilities) are set forth below:

| <i>(dollars in thousands)</i> | 2024 | 2023 |
|---|----------------|----------------|
| Deferred tax assets: | | |
| Operating lease liabilities | \$ 86,428 | \$ 89,353 |
| Operating loss and tax credit carryforwards | 3,236 | 1,635 |
| Other lease liabilities | 3,612 | 5,037 |
| Deferred revenue | 41,630 | 33,601 |
| Accrued compensation and related benefits | 2,068 | 7,111 |
| Interest expense carryforward | 65,827 | 46,350 |
| Debt premium | 13,170 | 17,365 |
| Deferred gift cards and certificates | 23,410 | 23,511 |
| Intangible asset - developed technology | 5,040 | 3,698 |
| Other | 4,789 | 6,084 |
| Gross deferred tax assets | 249,210 | 233,745 |
| Valuation allowance | (818) | (747) |
| Net deferred tax assets | \$ 248,392 | \$ 232,998 |
| Deferred tax liabilities: | | |
| Intangible asset - trademark/trade name | (1,582,741) | (1,588,206) |
| Operating lease assets | (88,212) | (92,865) |
| Other lease assets | (3,518) | (1,862) |
| Property and equipment | (3,826) | (7,712) |
| Intangible asset - franchise rights | (395,388) | (411,917) |
| Intangible asset - license rights | (57,975) | (63,487) |
| Other | (138) | (167) |
| Total deferred tax liabilities | (2,131,798) | (2,166,216) |
| Deferred tax liabilities, net | \$ (1,883,406) | \$ (1,933,218) |

Deferred tax assets and liabilities are presented on a net basis by jurisdiction in the consolidated balance sheets. Deferred tax assets for certain foreign jurisdictions totaling \$2.6 million and \$3.4 million as of December 29, 2024 and December 30, 2023, respectively, are included in other assets in the consolidated balance sheets. At December 29, 2024 the Company had net operating loss and capital loss carryforwards in certain international jurisdictions of approximately \$13.1 million and recorded deferred tax assets of \$2.4 million, net of valuation allowance, related to such loss carryforwards. In addition, the Company recorded \$1.9 million of deferred tax assets related to U.S. federal credit carryforwards. Operating loss and tax credit carryforwards primarily consist of net operating losses related to various international and U.S. state jurisdictions and unused U.S. foreign tax credits that expire from 2032-2044, and an immaterial amount that have no expiration.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income, and projections for future taxable income over the periods for which the deferred tax assets are deductible, management believes, as of December 29, 2024, with the exception of certain foreign net operating loss carryforwards for which valuation allowances have been recorded, it is more likely than not that the Company will realize the benefits of the deferred tax assets.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

The Company has not recognized a foreign deferred tax liability of \$12.2 million for potential taxes on the undistributed foreign earnings, net of foreign tax credits, relating to the Company's foreign equity-method investments that arose in 2024 and prior years because the Company currently does not expect those unremitted earnings to be distributed and become taxable to the Company in the future. A deferred tax liability will be recognized when the Company is no longer able to demonstrate that it plans to indefinitely reinvest undistributed earnings. As of December 29, 2024 and December 30, 2023, the undistributed earnings of these equity-method investments were approximately \$165.6 million and \$174.9 million, respectively.

The Company has not recognized a U.S. deferred tax liability for the undistributed earnings of its foreign subsidiaries since the previously untaxed accumulated earnings and profits of those subsidiaries were subject to tax in the one-time mandatory transition tax provision in fiscal year 2017. Beginning in fiscal year 2018, the income from these subsidiaries is considered global intangible low-taxed income and a portion of those earnings are included in taxable income in the year earned. In addition, such earnings are considered indefinitely reinvested outside the U.S. As of December 29, 2024 and December 30, 2023, the amount of cash associated with indefinitely reinvested foreign earnings was approximately \$41.1 million and \$27.8 million, respectively. If in the future the Company decides to repatriate such foreign earnings, it could incur incremental U.S. federal and state income tax. However, the Company's intention is to keep these funds indefinitely reinvested outside of the U.S. and its current plans do not demonstrate a need to repatriate them to fund the Company's U.S. operations.

On December 18, 2023, the Organization for Economic Co-operation and Development ("OECD") released a statement on the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting, which agreed to a two-pillar ("Pillar Two") solution to address tax challenges of the digital economy. Pillar Two defines a 15% global minimum tax rate for large multinational corporations. The OECD statement follows the release of the Model Rules in December 2021 and related Commentary in March 2022, the Safe Harbours and Penalty Relief document published in December 2022, and Administrative Guidance released in February 2023. The OECD continues to release additional guidance and countries are implementing legislation with widespread adoption of the Model GloBE Rules for Pillar Two. Currently, the global enactment of Pillar Two is not expected to materially impact the Company's effective tax rate or cash flows. The Company is continuing to evaluate the Model GloBE Rules for Pillar Two and related legislation, and their potential impact on future periods.

The U.S. federal income tax returns for all fiscal years ended through December 14, 2020 are settled. The U.S. federal income tax returns for Inspire remain subject to examination for all subsequent fiscal periods. With limited exceptions, certain of the Company's state income tax returns from fiscal year 2020 forward remain subject to examination. Various state income tax returns are currently under examination.

As of December 29, 2024 and December 30, 2023, the total amount of unrecognized tax benefits related to uncertain tax positions and the amount recorded related to potential interest and penalties were not material.

10. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

Lease Guarantees

The Company guarantees the performance of lease obligations, primarily related to affiliate restaurant locations. The guarantees, which extend through 2041, aggregated to a maximum of \$44.6 million as of December 29, 2024. At this time, the Company does not anticipate any material defaults under the foregoing leases; therefore, no liability has been recognized.

Supply Chain Guarantees

Certain subsidiaries of the Company have entered into various agreements with suppliers of franchisee products, the majority of which contain guarantees by such subsidiaries related to franchisees' purchases of certain volumes of products over specified periods. The guarantees decrease as franchisees purchase products over the respective terms of the agreements. The guarantees have varying terms, many of which are one year or less, and the latest of which expires in 2029. As of December 29, 2024, the Company was contingently liable under such supply chain agreements for approximately \$207.1 million. The Company assesses the risk of performing under each of these guarantees on a quarterly basis, and, based on various factors including internal forecasts, prior history, and ability to extend contract terms, the Company accrued an inconsequential amount of reserves related to supply chain guarantees as of December 29, 2024.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Legal and Environmental Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

11. TRANSACTIONS WITH RELATED PARTIES

On December 15, 2020, the Company entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. In exchange, the Company is obligated to pay a monthly fee. During fiscal year 2024, 2023 and 2022, the Company paid \$100.8 million, \$97.1 million and \$123.3 million, respectively, to Inspire as a result of this agreement. These amounts are included within "Management fee to parent" within the consolidated statements of operations. In 2022, Inspire's allocation methodology included both direct charges and indirect allocations based on revenues. Beginning in 2023, Inspire's allocation methodology changed to only allocating expenses based on charges directly incurred by the Company. As a result of these allocations, the Company's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis.

In December 2022, the Company invested in a note receivable from affiliate due on demand and in no case later than January 30, 2023. This note was subsequently repaid on the stated due date.

In February 2023, the Company invested in a note receivable from affiliate due on demand and in no case later than February 28, 2028. These amounts are included within "Notes receivable from affiliate" as a current asset in the accompanying consolidated balance sheets.

In September 2024, the Company invested in a note receivable from affiliate due on demand and in no case later than August 20, 2029. This amount is included within "Notes receivable from affiliate" as a current asset in the accompanying consolidated balance sheets.

12. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 20, 2025, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

GUARANTEE OF PERFORMANCE

For value received, **DB Master Finance Parent LLC**, a Delaware limited liability company (the "Guarantor"), located at Three Glenlake Parkway NE, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of **Baskin-Robbins Franchising LLC**, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its **2025** Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia, on this 26th day of March 2025.

GUARANTOR:

DB MASTER FINANCE PARENT LLC

By: 

Name: Lisa P. Storey

Title: Vice President, Franchise Counsel

EXHIBIT C-1

TO THE BASKIN-ROBBINS FDD

BASKIN-ROBBINS FRANCHISE AGREEMENT

SDA # _____

Exhibit C-1
PC# _____

BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement"), dated _____, 202__ (the "Effective Date"), is made by and between **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("we", "us" or "our"), and the following individual(s) and/or _____ entity: _____ (individually or collectively referred to as "you" or "your").

CONTRACT DATA SCHEDULE

A. Location of the Restaurant:

| (number) | (street) | (city or town) | (state) | (zip code) |
|----------|----------|----------------|---------|------------|
|----------|----------|----------------|---------|------------|

B. SDA. This Agreement is being executed, and the Restaurant is being developed, pursuant to the Store Development Agreement dated as of _____, 20__ between us and you (or your affiliate) (as amended, the "SDA"). OR This Agreement is not being executed pursuant to any Store Development Agreement ("SDA").

C. Term: The "Term" of this Agreement begins on the Effective Date and ends _____ (_____) years after the first date the Restaurant opens to serve the general public (the "Opening Date"), or, if the Restaurant is an existing Restaurant as of the Effective Date, only _____.

D. Required Opening Date: The "Required Opening Date" means the date which is [fifteen (15) months after the Effective Date] or [_____, 202__, the date by which the Restaurant must be open pursuant to the SDA.]

E. Initial Franchise Fee: _____ dollars (\$_____).

F. Initial Training Fee: _____ dollars (\$_____).

G. Marketing Start-Up Fee: _____ dollars (\$_____) for current event; per Standards for all subsequent branding or re-branding events

H.1. Continuing Franchise Fee Rate: _____ percent (____%) of Gross Sales

H.2. Continuing Training Fee: _____ dollars (\$_____) due upon execution, and annually thereafter at the then-current rate

I. Continuing Advertising Fee Rate: --FIVE-- percent (5.0%) of Gross Sales

J.1. Remodel Date: If the Restaurant is a new Baskin-Robbins Restaurant, the date which is **ten (10) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.

J.2. Refurbishment Date: If the Restaurant is a new Baskin-Robbins Restaurant, the dates which are **five (5) years** and **fifteen (15) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.

K. Address for notice to you shall be at the Restaurant, unless another address is inserted here:

L. Exhibit A: Statement of Legal Composition

Form last revised March 2025

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH 2024

SECTION 1. PARTIES AND SYSTEM

1.A Parties. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Baskin-Robbins restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a “Baskin-Robbins Restaurant”). The franchisee, location of the Baskin-Robbins Restaurant covered by this Agreement (the “Restaurant”), Term and certain other terms of this Agreement are as specified in the accompanying Contract Data Schedule.

1.B Business Entity Franchisee. If you are a corporation, limited liability company or other entity, then you agree that:

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Baskin-Robbins Restaurants (and, if applicable, Dunkin’ restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. “Owner” means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a “Guaranty”), the current version of which is attached to this Agreement.

1.C System. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Baskin-Robbins franchise system, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify (the “System”). In connection with the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin (collectively, the “Proprietary Marks”), as well as copyrights. We also have the right to periodically establish and modify “Standards” for various aspects of the System and the development and operation of Baskin-Robbins Restaurants that include the location, physical characteristics and quality of operating systems and other aspects of restaurants; the products

sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize Baskin-Robbins Restaurants. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for one or more Baskin-Robbins Restaurants. As franchisee, you have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A Grant of Rights. Accordingly, for the Term, we grant you the license, and you accept the obligation, to operate the Restaurant at the location specified in the accompanying Contract Data Schedule as a Baskin-Robbins Restaurant using our System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement.

2.B Term and Renewal Term. This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have an option to renew the right and obligation to operate the Restaurant as a Baskin-Robbins Restaurant for one (1) additional term of ten (10) years (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

(1) you must have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than thirty-six (36) months before the end of the Term (the “Renewal Notice Period”);

(2) you must have maintained the Standards and otherwise substantially complied with the terms and conditions of this Agreement (and any lease with us or our affiliate, if applicable) throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your payments and other liabilities and obligations to us under this Agreement (and any lease with us or our affiliate) or otherwise must be current through the expiration of the Term; and

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Baskin-Robbins Restaurant at those premises according to our then current standards and process before the expiration of the Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you execute that Franchise Agreement.

2.C Non-Exclusive License. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Baskin-Robbins Restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

3.A Development. If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

3.B Lease or Purchase. If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement

or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at “triple-net” fair market value rent for comparable Baskin-Robbins Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C Opening. You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

SECTION 4. TRAINING AND ASSISTANCE

4.A Training. Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and other Restaurant personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, at the Restaurant or other site, or through the Internet or other electronic media. You agree to timely and successfully complete, and to require your management and other employees to timely and successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees. If you are a new Baskin-Robbins franchisee, or if you are a franchisee entering the System through the acquisition of an existing Baskin-Robbins Restaurant, or if we reasonably determine that you require additional training, you agree to complete the additional training within the reasonable timeframe we require and you must pay the Initial Training Fee set forth in the Contract Data Schedule.

4.B Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. If the Restaurant fails to meet Standards, then in addition to our other remedies, we may require you, your management and other Restaurant personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant’s construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant’s managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Baskin-Robbins Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we

periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may have from time to time, particular consent, approval, and other rights pursuant to specific programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A Initial Franchise Fee. You must pay us the Initial Franchise Fee specified in the Contract Data Schedule in accordance with the SDA or, if this Agreement is not being executed pursuant to an SDA, then upon executing this Agreement.

5.B Marketing Start-Up Payment. In connection with a material branding or re-branding event at the Restaurant such as opening, re-opening or remodel or any other event set forth in our Standards, you agree to undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of such activities. If we have established a minimum dollar expenditure for your Restaurant's initial opening promotional activities, that amount will be set forth on the Contract Data Schedule.

5.C Continuing Franchise Fee. On or before Thursday of each week, you agree to pay us a Continuing Franchise Fee in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D Continuing Advertising Fee. On or before Thursday of each week, you agree to pay us a Continuing Advertising Fee in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

5.E Gross Sales. "Gross Sales" means all revenue related to the sale of approved products and services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the Baskin-Robbins Restaurant network; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

5.F Taxes on Fees. If any tax or other fee (other than federal or state income tax based on our income) is imposed on us by any governmental agency due to our receipt of fees or other amounts that you pay to us under this Agreement, then you agree to pay us the amount of such tax or other fee as an additional Continuing Franchise Fee.

5.G Late Fees, Interest and Costs. If you are late in paying all or part of any fee or other amount due to us or our affiliate, then without limiting our other remedies, you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, that we and our affiliates incur to collect fees that are due.

5.H Gross Sales Reporting and EFT. You agree to participate in our program or procedure that we periodically specify for Gross Sales reporting and payment of fees that are due, whether it is electronic fund transfer ("EFT") or some successor program, in accordance with our Standards. You agree to assume the costs associated with maintaining your capability to report Gross Sales and transfer funds to us. In no event will you be required to pay any sums before the date they are due, as described above.

SECTION 6. ADVERTISING AND MARKETING

6.A Fund. We have established and administer The Baskin-Robbins Advertising and Sales Promotion Fund (the "Fund"), and direct the development of all advertising, marketing and promotional programs for the System. We may use up to twenty percent (20%) of Continuing Advertising Fees for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the brand. The balance, including any interest earned by the Fund, will be used for advertising and related expenses. The content of all activities of the Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by us. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Fund, or to ensure that you benefit directly or on a pro rata basis from the Fund's activities. Upon your request, we will provide you with an audited statement of receipts and disbursements for the Fund that is audited by an independent, certified public accountant, for each fiscal year of the Fund.

6.B Local Marketing. If you prepare (or cause to be prepared) any advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs for the Restaurant (collectively, "Local Marketing") materials or programs, then you must submit the materials and programs and their proposed use to us for our prior written approval in advance of any use. You may not use any Local Marketing materials or programs that we have not approved or have disapproved. You also must comply with any Standards and other guidelines that we periodically specify concerning any Local Marketing that you implement.

6.C Additional Marketing. From time to time, we may create national or local promotional program(s) that, for a limited time, involved the giveaway of a specified product, or its sale at some specified price. We may also create programs for frequency and loyalty cards and redemption of gift certificates, coupons, and vouchers, the duration of which will be determined by us. If we designate any such program as mandatory, you agree to participate fully.

SECTION 7. RESTAURANT OPERATIONS

7.A Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, as we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) keep the Restaurant open and in continuous operation for the days and hours we periodically prescribe, and use the Restaurant and Premises only as a Baskin-Robbins Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant's market, and/or other factors we deem relevant);

(2) install and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets") that we approve, and replace them as we may specify;

(3) install and use a retail and back office information system and related equipment and programs that we periodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we periodically specify;

(4) use only the inventory, supplies, materials, and other products and services for the Restaurant that we periodically specify;

(5) sell all products that we periodically specify as mandatory, sell only those products that we periodically approve, and maintain a sufficient supply of all approved products to meet customer demands at all times;

(6) adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, and use only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) comply with all of requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

(11) place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier(s) prescribe

from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier(s) prescribe from time to time. We or our approved and designated supplier(s) may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not timely placed.

7.B Compliance with Laws. You agree to comply at all times with all laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C Inspections. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours, to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

7.F Designated and Approved Suppliers. During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or

approve from time to time (which may include or be limited to us or our affiliates). From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A Repairs and Maintenance. You agree to continuously maintain the Restaurant and Premises, including all Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

8.B Refurbishment and Remodel. No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Restaurant in accordance with our then-current refurbishment Standards as generally described below. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Restaurant in accordance with our then-current remodel Standards as generally described below, including those relating to Operating Assets. You are responsible for the costs of refurbishments and remodels. Our refurbishment Standards generally include enhancements, improvements or upgrades to exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology. Our remodel Standards generally include enhancements, improvements or upgrades to the site, building, equipment, technology and operational systems as necessary to bring the Restaurant up to the then-current Brand image and Standards.

SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

9.A Ownership of Proprietary Marks. Your right to use the Proprietary Marks is derived only from this Agreement and is limited to operating the Restaurant according to this Agreement and all Standards we implement during the Term. You may not sublicense the Proprietary Marks. Your unauthorized use of the Proprietary Marks is a breach of this Agreement and infringes our and our licensor's rights in the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by that use are for our and our licensor's exclusive benefit, and this

Agreement does not confer any goodwill or other interests in the Proprietary Marks upon you (other than the right to operate the Restaurant under this Agreement). All provisions of this Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks that we periodically authorize you to use. Neither you nor your Owners may directly or indirectly at any time during or after the Term contest or assist others in contesting the validity, or our licensor's ownership, of the Proprietary Marks or register, apply to register, or otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

9.B Use of Proprietary Marks. You agree to use only the Proprietary Marks we periodically designate and in the manner that we periodically approve. You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right to approve any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, social media, and all links to other sites. We have the sole right to establish an Internet "home page" or other website using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees. You agree not to use the Proprietary Marks or the names "Baskin-Robbins", "Baskin", "BR", "31 Flavors" or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, social media accounts, or other identification of you or your business, in any medium. In all approved uses of the Proprietary Marks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated in the manner that we periodically specify. You must modify or discontinue using any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks as we periodically specify.

9.C Notification of Infringements and Control of Proceedings. You agree to notify us promptly if you become aware of any actual or apparent infringement or litigation relating to the Proprietary Marks. We or our licensor may take the action that we or it deems appropriate (including no action) and control exclusively any litigation or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Proprietary Mark. You agree to reasonably cooperate with us (at our expense) with respect to actions that, in the opinion of our or our licensor's attorneys, are necessary or advisable to protect and maintain our and our licensor's interests in any litigation or other proceeding or otherwise to protect and maintain our and our licensor's interests in the Proprietary Marks. At our option, we or our licensor may defend and control the defense of any claims disputing your use of, or challenging the validity of our (or our licensor's) rights in, any Proprietary Mark.

9.D Indemnification for Use of Proprietary Marks. We agree to defend, indemnify and hold you and your successors and assigns harmless from, including by reimbursing any reasonable attorneys' fees and other costs and expenses you incur in connection with, any claims disputing your use of, or challenging the validity of or our (or our licensor's) rights in, any Proprietary Mark we license you under this Agreement, as long as the claim does not arise from your use of any Proprietary Mark in breach of this Agreement, the Manual or the Standards.

9.E System Confidential Information. In this Agreement, "Confidential Information" means information relating to us or the Baskin-Robbins System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary

information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

(1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods we approve;

(2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; and

(3) will adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others needing to know such Confidential Information to operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

“Confidential Information” does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you (directly or indirectly). If we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

9.F Innovations. All ideas, concepts, techniques or materials relating to a Baskin-Robbins Restaurant, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which you own the intellectual property rights) (collectively, “Innovations”) must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below), except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Baskin-Robbins Restaurant network; or (3)

if required by law or any legal proceeding. “Franchisee Proprietary Information” means information about your or your Owners’ (and/or your or their affiliates’) ownership, capital structure or financial results that would by its nature, be considered by a reasonable person to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. RESTRICTIVE COVENANTS

10.A Acknowledgements. You acknowledge that as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our Confidential Information with you and granting you a license to operate the Restaurant and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Baskin-Robbins Restaurant network.

10.B Covenants During the Term. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

- (1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of ice cream and/or other frozen treat(s) (other than another Baskin-Robbins Restaurant operating under a franchise agreement with us) (a “Competitive Business”);
- (2) divert or attempt to divert any Baskin-Robbins Restaurant business or customer or prospective customer away from the Restaurant or another Baskin-Robbins Restaurant;
- (3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Baskin-Robbins Restaurant; or
- (4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Baskin-Robbins Restaurant.

10.C Covenants After the Term. For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer pursuant to Section 13 (the “Post-Term Period”), neither you nor any of your Owners, officers, directors or guarantors may have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any Competitive Business that is located at the Premises or within five (5) miles from the Premises or any other Baskin-Robbins Restaurant that is then open or under development. The Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not

complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.

10.D Exclusions. The restrictions in Sections 10.B and 10.C shall not apply to the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

10.E Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 10 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 10 will be valid and enforceable.

SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.A Maintaining Records. You must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally accepted accounting principles. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements for the Restaurant on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C Audit of Records. Within fifteen (15) days after our request and at our option, you agree to (1) photocopy and deliver to us those required records that we specify, or (2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by our representatives. You also hereby grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

SECTION 12. INSURANCE AND INDEMNIFICATION

12.A Insurance.

(1) Before opening or operating the Restaurant for business, and before beginning construction of the Restaurant if you are developing the Restaurant, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the Term. We have the right to change these insurance requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

We and any affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without thirty (30) days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement. If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions below.

(2) Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 12.B.

12.B Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such

claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Baskin-Robbins Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Baskin-Robbins brand or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party's interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys' fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any other written contract between us or in any program or offering in which you participate, such as our Loyalty Program, such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

13.A Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or the Restaurant (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or the Restaurant's operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of the Restaurant, any of its Operating Assets, or any

direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or you.

A “Controlling Ownership Interest” in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either case, who did not own, possess or control such interest as of the Effective Date. A “Non-Controlling Ownership Interest” in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us, the Restaurant and Premises are in compliance with our Standards, and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners execute our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the franchised business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any

deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E Transfer Fee. At transfer, you must pay us a Transfer Fee equal to Seven Thousand Five Hundred Dollars (\$7,500), whether or not we exercise our rights in Section 13.G. In lieu of the Transfer Fee above, we will only charge the applicable, then-current Fixed Documentation Fee published by us from time to time for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse(s) or children of any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

13.F Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 13.

13.G Right of First Refusal. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and the Standards). You must comply with our Standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise our right of first refusal) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-

day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

SECTION 14. DEFAULT AND TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

- (1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;
- (2) there is any unauthorized transfer or assignment in violation of Section 13;
- (3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;
- (4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;
- (5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Baskin-Robbins Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;
- (6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Baskin-Robbins Restaurant, for an unauthorized purpose;
- (7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;
- (8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant, other than a Store Development Agreement, is terminated before its term expires, regardless of the reason;
- (9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;
- (10) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a

receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's assets is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then-current form of Guaranty;

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

Notwithstanding the foregoing, if a default is curable under this Agreement, and any applicable law in the state in which the Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.B Additional Remedies. In addition to our other rights and remedies, we also have the following remedies:

(1) If we believe a condition at the Premises or the Restaurant or of any product sold poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect those persons, and the goodwill enjoyed by our Proprietary Marks and System, including any or all of the following: (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; (ii) immediately removing or destroying (or requiring you to immediately remove and destroy) any products that we suspect are contaminated; and (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct that condition on demand. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection.

(2) If we notify you that you have not complied with a Standard involving the condition of the Restaurant, including maintenance, repair, and cleanliness, and you fail to correct that non-compliance within thirty (30) days, then we and our representative es may enter the Restaurant and Premises, without being guilty of or liable for trespass or tort, and correct the condition at your expense.

(3) If you repeatedly fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C Enforcement Expenses. You agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, that we incur in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D Injunctive Relief. Because of the importance of your compliance with Standards to protect our System, the Baskin-Robbins Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient remedy for your breach of any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith and applies generally to Baskin-Robbins Restaurants in the same geographic region and that are similarly situated with the Restaurant.

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no longer an authorized franchisee and the Restaurant is no longer an authorized Baskin-Robbins Restaurant or eligible to receive products and services as a Baskin-Robbins Restaurant;

(2) you must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee, and must immediately cease all use of our Proprietary Marks, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Baskin-Robbins Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System;

(3) within ten (10) days after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our Manuals, plans, and other documents containing our Standards or other intellectual property; and

(4) upon our request within thirty (30) days after expiration or termination, you must (a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks; (b) make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other

Baskin-Robbins Restaurants so as to prevent a likelihood of confusion by the public; (c) disconnect and cease using any telephone numbers that are connected to our Proprietary Marks name; and (d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this subsection (4). If you fail or refuse to comply with the requirements of this subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, and you agree to reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the reputation of the Baskin-Robbins Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Baskin-Robbins restaurants then being acquired) (the “Purchased Assets”). The purchase price for the Purchased Assets (the “Purchase Price”) will be their fair market value, but not as a Baskin-Robbins Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Baskin-Robbins Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the

leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

SECTION 16. MISCELLANEOUS

16.A Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

16.B Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of

written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement or any Standard applies only to that one breach and that one provision or Standard, and not to any subsequent breach of that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

16.C Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for

convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the Manuals, Standards and System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Baskin-Robbins Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Baskin-Robbins Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Baskin-Robbins Restaurants.

16.G Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to us “c/o Dunkin’ Brands, Inc., as Manager, Attention: Legal Department.”

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

16.I No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other

person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page to follow]

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement as of the date and year first written above.

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

WITNESS/ATTEST: _____ FRANCHISEE
Entity

_____ By: _____

Print Name: _____ Print Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the "Agreement") on this date by **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins"), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Baskin-Robbins' entering into the Agreement with Franchisee; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins' pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: _____

(This should be the individuals or the Licensee/Franchisee to which the License/Franchise Agreement is issued.)

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No PO Box #'s): _____

5. Owners:

| Name | Address | Email Address | % Ownership & Title |
|------|---------|---------------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

| Name | Address | Email Address | Title |
|------|---------|---------------|-------|
| | | | |

EXHIBIT C-2
TO THE BASKIN-ROBBINS FDD
COMBO FRANCHISE AGREEMENT

SDA # _____

PC# _____

DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement"), dated _____, 202__ (the "Effective Date"), is made by and between **DUNKIN' DONUTS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Dunkin'"), **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) and/or entity: _____ (individually or collectively referred to as "you" or "your").

CONTRACT DATA SCHEDULE

A. Location of the Restaurant:

| | | | | |
|----------|----------|----------------|---------|------------|
| (number) | (street) | (city or town) | (state) | (zip code) |
|----------|----------|----------------|---------|------------|

B. SDA. This Agreement is being executed, and the Restaurant is being developed, pursuant to the Store Development Agreement dated as of _____, 20__ between us and you (or your affiliate) (as amended, the "SDA"). OR This Agreement is not being executed pursuant to any Store Development Agreement ("SDA").

C. Term: The "Term" of this Agreement begins on the Effective Date and ends _____ (____) years after the first date the Restaurant opens to serve the general public (the "Opening Date"), or, if the Restaurant is an existing Restaurant as of the Effective Date, only _____.

D. Required Opening Date: The "Required Opening Date" means the date which is [fifteen (15) months after the Effective Date] or [_____, 202__, the date by which the Restaurant must be open pursuant to the SDA.]

E. Initial Franchise Fee: _____ dollars (\$_____).

F. Marketing Start-Up Fee: _____ dollars (\$_____) for current event; per Standards for all subsequent branding or re-branding events

G.1. Continuing Franchise Fee Rate: _____ percent (____%) of Gross Sales

G.2. Continuing Training Fee: _____ dollars (\$_____) due upon execution, and annually thereafter at the then-current rate

H. Continuing Advertising Fee Rate: ~~--FIVE--~~ percent (5.0%) of Gross Sales

I.1. Remodel Date: If the Restaurant is a new Combo Restaurant, the date which is **ten (10) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.

I.2. Refurbishment Date: If the Restaurant is a new Combo Restaurant, the dates which are **five (5) years** and **fifteen (15) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.

- J. Address for notice to you shall be at the Restaurant, unless another address is inserted here:

- K. The approved source of bakery supply for this Restaurant is _____. You may not change your source of bakery supply without our prior written approval (which shall not be unreasonably withheld).
- L. Exhibit A: Statement of Legal Composition

Form last revised March 2025

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH 2024

SECTION 1. PARTIES AND SYSTEM

1.A Parties. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Dunkin' and Baskin-Robbins combination restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a "Combo Restaurant"). The franchisee, location of the Combo Restaurant covered by this Agreement (the "Restaurant"), Term and certain other terms of this Agreement are as specified in the accompanying Contract Data Schedule.

1.B Business Entity Franchisee. If you are a corporation, limited liability company or other entity, then you agree that:

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Combo Restaurants (and, if applicable, Dunkin' and/or Baskin-Robbins restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. "Owner" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

1.C System. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Dunkin' and Baskin-Robbins franchise systems, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify (the "System"). In connection with the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin (collectively, the "Proprietary Marks"), as well as copyrights. We also have the right to periodically establish and modify "Standards" for various aspects of the System and the development and operation of Combo Restaurants that include the location, physical characteristics and quality of operating systems and other aspects of restaurants; the products

sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brands, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize Combo Restaurants. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for one or more Combo Restaurants. As franchisee, you have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A Grant of Rights. Accordingly, for the Term, we grant you the license, and you accept the obligation, to operate the Restaurant at the location specified in the accompanying Contract Data Schedule as a Combo Restaurant using our System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement.

2.B Term and Renewal Term. This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have an option to renew the right and obligation to operate the Restaurant as a Combo Restaurant for one (1) additional term of twenty (20) years (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

(1) you must have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than thirty-six (36) months before the end of the Term (the “Renewal Notice Period”);

(2) you must have maintained the Standards and otherwise substantially complied with the terms and conditions of this Agreement (and any lease with us or our affiliate, if applicable) throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your payments and other liabilities and obligations to us under this Agreement (and any lease with us or our affiliate) or otherwise must be current through the expiration of the Term; and

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Combo Restaurant at those premises according to our then current standards and process before the expiration of the Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you execute that Franchise Agreement.

2.C Non-Exclusive License. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Combo Restaurants, Dunkin' restaurants, Baskin-Robbins restaurants, and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

3.A Development. If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

3.B Lease or Purchase. If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to

lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at “triple-net” fair market value rent for comparable Combo Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C Opening. You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

SECTION 4. TRAINING AND ASSISTANCE

4.A Training. Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and other Restaurant personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, at the Restaurant or other site, or through the Internet or other electronic media. You agree to timely and successfully complete, and to require your management and other employees to timely and successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees.

4.B Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. If the Restaurant fails to meet Standards, then in addition to our other remedies, we may require you, your management and other Restaurant personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Combo Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant's construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant's managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Combo Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may have from time to time, particular consent, approval, and other rights pursuant to specific

programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A Initial Franchise Fee. You must pay us the Initial Franchise Fee specified in the Contract Data Schedule in accordance with the SDA or, if this Agreement is not being executed pursuant to an SDA, then upon executing this Agreement.

5.B Marketing Start-Up Payment. In connection with a material branding or re-branding event at the Restaurant such as opening, re-opening or remodel or any other event set forth in our Standards, you agree to undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of such activities. If we have established a minimum dollar expenditure for your Restaurant's initial opening promotional activities, that amount will be set forth on the Contract Data Schedule.

5.C Continuing Franchise Fee. On or before Thursday of each week, you agree to pay us a Continuing Franchise Fee in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D Continuing Advertising Fee. On or before Thursday of each week, you agree to pay us a Continuing Advertising Fee in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

5.E Gross Sales. "Gross Sales" means all revenue related to the sale of approved products and services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the Combo Restaurant network; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. Sales made to approved wholesale accounts are included in Gross Sales for purposes of calculating the Continuing Franchise Fee but not the Continuing Advertising Fee. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

5.F Taxes on Fees. If any tax or other fee (other than federal or state income tax based on our income) is imposed on us by any governmental agency due to our receipt of fees or other amounts that you pay to us under this Agreement, then you agree to pay us the amount of such tax or other fee as an additional Continuing Franchise Fee.

5.G Late Fees, Interest and Costs. If you are late in paying all or part of any fee or other amount due to us or our affiliate, then without limiting our other remedies, you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, that we and our affiliates incur to collect fees that are due.

5.H Gross Sales Reporting and EFT. You agree to participate in our program or procedure that we periodically specify for Gross Sales reporting and payment of fees that are due, whether it is electronic fund transfer ("EFT") or some successor program, in accordance with our Standards. You agree to assume the costs associated with maintaining your capability to report Gross Sales and transfer funds to us. In no event will you be required to pay any sums before the date they are due, as described above.

SECTION 6. ADVERTISING AND MARKETING

6.A Fund. Dunkin' has established and administers The Dunkin' Advertising and Sales Promotion Fund (the "Dunkin' Fund"), and directs the development of all advertising, marketing and promotional programs for the Dunkin' System. Furthermore, Baskin-Robbins has established and administers The Baskin-Robbins Advertising and Sales Promotion Fund (the "BR Fund"), and directs the development of all advertising, marketing and promotional programs for the Baskin-Robbins System. We may use up to twenty percent (20%) of Continuing Advertising Fees for the administrative expenses of the Dunkin' Fund and/or BR Fund, and for programs designed to increase sales and further develop the reputation and image of the brands. The balance, including any interest earned by the Dunkin' Fund and/or BR Fund, will be used for advertising and related expenses. The content of all activities of the Dunkin' Fund and BR Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by Dunkin and Baskin-Robbins, accordingly. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Dunkin' Fund and/or BR Fund, or to ensure that you benefit directly or on a pro rata basis from the Dunkin' Fund's and/or BR Fund's activities. Upon your request, Dunkin' and Baskin-Robbins will provide you with an audited statement of receipts and disbursements for the Dunkin' Fund and BR Fund, accordingly, that is audited by an independent, certified public accountant, for each fiscal year of the Dunkin' Fund and/or BR Fund.

6.B Local Marketing. If you prepare (or cause to be prepared) any advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs for the Restaurant (collectively, "Local Marketing") materials or programs, then you must submit the materials and programs and their proposed use to us for our prior written approval in advance of any use. You may not use any Local Marketing materials or programs that we have not approved or have disapproved. You also must comply with any Standards and other guidelines that we periodically specify concerning any Local Marketing that you implement.

6.C Additional Baskin-Robbins Marketing. From time to time, Baskin-Robbins may create national or local promotional program(s) that, for a limited time, involved the giveaway of a specified product, or its sale at some specified price. Baskin-Robbins may also create programs for frequency and loyalty cards and redemption of gift certificates, coupons, and vouchers, the duration of which will be determined by Baskin-Robbins. If we designate any such program as mandatory, you agree to participate fully.

SECTION 7. RESTAURANT OPERATIONS

7.A Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, as we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) keep the Restaurant open and in continuous operation for the days and hours we periodically prescribe, and use the Restaurant and Premises only as a Combo Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant's market, and/or other factors we deem relevant);

(2) install and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets") that we approve, and replace them as we may specify;

(3) install and use a retail and back office information system and related equipment and programs that we periodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we periodically specify. Unless we approve otherwise in writing, you will be required to use the retail information system approved by Dunkin';

(4) use only the inventory, supplies, materials, and other products and services for the Restaurant that we periodically specify;

(5) sell all products that we periodically specify as mandatory, sell only those products that we periodically approve, and maintain a sufficient supply of all approved products to meet customer demands at all times;

(6) adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, and use only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) comply with all of requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

(11) place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier(s) prescribe from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier(s) prescribe from time to time. We or our approved and designated supplier(s) may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not timely placed.

7.B Compliance with Laws. You agree to comply at all times with all laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C Inspections. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours, to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for

determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

7.F Designated and Approved Suppliers. During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). Currently you must acquire products for your Restaurant through the National DCP, LLC, the purchasing and distribution entity for the Combo Restaurant network. From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products, subject to any then existing arrangements with National DCP, LLC. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A Repairs and Maintenance. You agree to continuously maintain the Restaurant and Premises, including all Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

8.B Refurbishment and Remodel. No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Restaurant in accordance with our then-current refurbishment Standards as generally described below. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Restaurant in accordance with our then-current remodel Standards as generally described below, including those relating to Operating Assets. You are responsible for the costs of refurbishments and remodels. Our refurbishment Standards generally include enhancements, improvements or upgrades to exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology. Our remodel Standards generally include enhancements, improvements or upgrades to the site, building, equipment,

technology and operational systems as necessary to bring the Restaurant up to the then-current Dunkin' and Baskin-Robbins brands' image and Standards.

SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

9.A Ownership of Proprietary Marks. Your right to use the Proprietary Marks is derived only from this Agreement and is limited to operating the Restaurant according to this Agreement and all Standards we implement during the Term. You may not sublicense the Proprietary Marks. Your unauthorized use of the Proprietary Marks is a breach of this Agreement and infringes our and our licensor's rights in the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by that use are for our and our licensor's exclusive benefit, and this Agreement does not confer any goodwill or other interests in the Proprietary Marks upon you (other than the right to operate the Restaurant under this Agreement). All provisions of this Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks that we periodically authorize you to use. Neither you nor your Owners may directly or indirectly at any time during or after the Term contest or assist others in contesting the validity, or our licensor's ownership, of the Proprietary Marks or register, apply to register, or otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

9.B Use of Proprietary Marks. You agree to use only the Proprietary Marks we periodically designate and in the manner that we periodically approve. You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right to approve any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, social media, and all links to other sites. We have the sole right to establish an Internet "home page" or other website using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees. You agree not to use the Proprietary Marks or the names "Dunkin' Donuts", "Dunkin'", "DD", "Dunk," "Baskin-Robbins," "Baskin," "31 Flavors," or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, social media accounts, or other identification of you or your business, in any medium. In all approved uses of the Proprietary Marks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated in the manner that we periodically specify. You must modify or discontinue using any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks as we periodically specify.

9.C Notification of Infringements and Control of Proceedings. You agree to notify us promptly if you become aware of any actual or apparent infringement or litigation relating to the Proprietary Marks. We or our licensor may take the action that we or it deems appropriate (including no action) and control exclusively any litigation or other proceeding arising from any infringement, challenge or claim or otherwise concerning any Proprietary Mark. You agree to reasonably cooperate with us (at our expense) with respect to actions that, in the opinion of our or our licensor's attorneys, are necessary or advisable to protect and maintain our and our licensor's interests in any litigation or other proceeding or otherwise to protect and maintain our and our licensor's interests in the Proprietary Marks. At our option, we or our licensor may defend and control the defense of any claims disputing your use of, or challenging the validity of, or our (or our licensor's) rights in any Proprietary Mark.

9.D Indemnification for Use of Proprietary Marks. We agree to defend, indemnify and hold you and your successors and assigns harmless from, including by reimbursing any reasonable attorneys' fees and other costs and expenses you incur in connection with, any claims disputing your use of, or challenging the validity of or our (or our licensor's) rights in, any Proprietary Mark we license you under this Agreement, as long as the claim does not arise from your use of any Proprietary Mark in breach of this Agreement, the Manual or the Standards.

9.E System Confidential Information. In this Agreement, "Confidential Information" means information relating to us, the Dunkin' System, and the Baskin-Robbins System that is proprietary, provides a competitive advantage to Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and is not generally available to the public, including development plans for Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Combo Restaurants, Dunkin' restaurants, and/or Baskin-Robbins restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

(1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods we approve;

(2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; and

(3) will adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others needing to know such Confidential Information to operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you (directly or indirectly). If we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

9.F Innovations. All ideas, concepts, techniques or materials relating to a Combo Restaurant, Dunkin' restaurants, and/or Baskin-Robbins restaurants, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which

you own the intellectual property rights) (collectively, “Innovations”) must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below) except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Combo Restaurant network; or (3) if required by law or any legal proceeding. “Franchisee Proprietary Information” means information about your or your Owners’ (and/or your or their affiliates’) ownership, capital structure or financial results that would by its nature, be considered by a reasonable person to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. RESTRICTIVE COVENANTS

10.A Acknowledgements. You acknowledge that as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our Confidential Information with you and granting you a license to operate the Restaurant and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Combo Restaurant, Dunkin’ restaurant, and Baskin-Robbins restaurant network.

10.B Covenants During the Term. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of coffee, baked goods, ice cream, and/or other frozen treats (other than another Combo Restaurant, Dunkin’ restaurant, or Baskin-Robbins restaurant operating under a franchise agreement with us) (a “Competitive Business”);

(2) divert or attempt to divert any Combo Restaurant business or customer or prospective customer away from the Restaurant, another Combo Restaurant, Dunkin’ restaurant or Baskin-Robbins restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Combo Restaurant, Dunkin' restaurant or Baskin-Robbins restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks, any Combo Restaurant, any Dunkin' restaurant, or any Baskin-Robbins restaurant.

10.C Covenants After the Term. For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer pursuant to Section 13 (the "Post-Term Period"), neither you nor any of your Owners, officers, directors or guarantors may have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any Competitive Business that is located at the Premises or within five (5) miles from the Premises or any other Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant that is then open or under development. The Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.

10.D Exclusions. The restrictions in Sections 10.B and 10.C shall not apply to the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

10.E Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 10 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 10 will be valid and enforceable.

SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.A Maintaining Records. You must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally accepted accounting principles. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements for the Restaurant on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C Audit of Records. Within fifteen (15) days after our request and at our option, you agree to (1) photocopy and deliver to us those required records that we specify, or (2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by our representatives. You also hereby grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

SECTION 12. INSURANCE AND INDEMNIFICATION

12.A Insurance.

(1) Before opening or operating the Restaurant for business, and before beginning construction of the Restaurant if you are developing the Restaurant, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the Term. We have the right to change these insurance requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

We and any affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without thirty (30) days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement. If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions below.

(2) Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 12.B.

12.B Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the “Indemnified Parties”), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys’ fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Combo Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Dunkin’ brand or Baskin-Robbins brand, or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party’s interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys’ fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any other written contract between us or in any program or offering in which you participate, such as the Dunkin’ and/or Baskin-Robbins Loyalty Program(s), such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

13.A Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term “transfer,” whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or the Restaurant (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or the Restaurant’s operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of the Restaurant, any of its Operating Assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or you.

A “Controlling Ownership Interest” in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either case, who did not own, possess or control such interest as of the Effective Date. A “Non-Controlling Ownership Interest” in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us, the Restaurant and Premises are in compliance with our Standards, and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely

the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners execute our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the franchised business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E Transfer Fee. At transfer, you must pay us a Transfer Fee as follows, whether or not we exercise our rights in Section 13.G.

(1) If you have not owned and operated the Restaurant for at least three (3) full years on the date the transfer occurs, you will pay the Transfer Fee set forth in the chart in Subsection (2) below plus an additional Twenty Thousand Dollars (\$20,000).

(2) If you have owned and operated the Restaurant for at least three (3) full years on the date the transfer occurs, you will pay the Transfer Fee stated below, based on the Restaurant's Gross Sales during the twelve (12)-month period ending as of the end of the reporting period immediately preceding the transfer's closing date, provided that we reserve the right to select another period or to make appropriate adjustments to such Gross Sales in the event extraordinary occurrences (e.g., road construction, fire or other casualty, etc.) materially affected the Restaurant's sales during that trailing twelve (12)-month period.

| Gross Sales for the Trailing 12 Month Period | Transfer Fee |
|--|---------------------|
| Less than \$400,000.00 | \$12,500.00 |
| \$400,000.00 or more, but less than \$600,000.00 | \$13,500.00 |
| \$600,000.00 or more, but less than \$1,000,000.00 | \$15,500.00 |
| \$1,000,000.00 or more, but less than \$1,400,000.00 | \$19,500.00 |
| \$1,400,000.00 or more | \$27,500.00 |

(3) In lieu of the Transfer Fee above, we will only charge the applicable, then-current Fixed Documentation Fee published by us from time to time for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse(s) or children of any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

13.F Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 13.

13.G Right of First Refusal. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and the Standards). Only Dunkin' or Baskin-Robbins will exercise the right of first refusal under this Section 13.G, and the franchisor that has the right of first refusal will be the brand that generated the most sales at the Restaurant during the twelve (12) months preceding receipt of the offer. You must comply with our Standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise our right of first refusal) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

SECTION 14. DEFAULT AND TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;

- 13;
- (2) there is any unauthorized transfer or assignment in violation of Section 13;
- (3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;
- (4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;
- (5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Combo Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;
- (6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Combo Restaurant, for an unauthorized purpose;
- (7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;
- (8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant, other than a Store Development Agreement, is terminated before its term expires, regardless of the reason;
- (9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;
- (10) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's assets is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

Notwithstanding the foregoing, if a default is curable under this Agreement, and any applicable law in the state in which the Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.B Additional Remedies. In addition to our other rights and remedies, we also have the following remedies:

(1) If we believe a condition at the Premises or the Restaurant or of any product sold poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect those persons, and the goodwill enjoyed by our Proprietary Marks and System, including any or all of the following: (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; (ii) immediately removing or destroying (or requiring you to immediately remove and destroy) any products that we suspect are contaminated; and (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct that condition on demand. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection.

(2) If we notify you that you have not complied with a Standard involving the condition of the Restaurant, including maintenance, repair, and cleanliness, and you fail to correct that non-compliance within thirty (30) days, then we and our representative es may enter the Restaurant and Premises, without being guilty of or liable for trespass or tort, and correct the condition at your expense.

(3) If you repeatedly fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C Enforcement Expenses. You agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, that we incur in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D Injunctive Relief. Because of the importance of your compliance with Standards to protect our System, the Combo Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient remedy for your breach of any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith and applies generally to Combo Restaurants in the same geographic region and that are similarly situated with the Restaurant.

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no longer an authorized franchisee and the Restaurant is no longer an authorized Combo Restaurant or eligible to receive products and services as a Combo Restaurant;

(2) you must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee, and must immediately cease all use of our Proprietary Marks, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Combo Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System;

(3) within ten (10) days after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our Manuals, plans, and other documents containing our Standards or other intellectual property; and

(4) upon our request within thirty (30) days after expiration or termination, you must (a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks; (b) make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other Combo Restaurants so as to prevent a likelihood of confusion by the public; (c) disconnect and cease using any telephone numbers that are connected to our Proprietary Marks name; and (d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this subsection (4). If you fail or refuse to comply with the requirements of this subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, and you agree to reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the reputation of the Combo Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Combo restaurants then being acquired) (the “Purchased Assets”). The purchase price for the Purchased Assets (the “Purchase Price”) will be their fair market value, but not as a Combo Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Combo Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

SECTION 16. MISCELLANEOUS

16.A Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

16.B Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement or any Standard applies only to that one breach and that one provision or Standard, and not to any subsequent breach of that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under

agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

16.C Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the Manuals, Standards and System, this

Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Combo Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Combo Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Combo Restaurants.

16.G Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to us "c/o Dunkin' Brands, Inc., as Manager, Attention: Legal Department."

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

16.I No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement as of the date and year first written above.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
Assistant Secretary

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

WITNESS/ATTEST: _____ FRANCHISEE
Entity

_____ By: _____

Print Name: _____ Print Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the "Agreement") on this date by **DUNKIN' DONUTS FRANCHISING LLC** ("Dunkin'") and **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins" and together with Dunkin', the "Franchisor"), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Franchisor's entering into the Agreement with Franchisee; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (b) all rights to require Franchisor to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: _____

(This should be the individuals or the Licensee/Franchisee to which the License/Franchise Agreement is issued.)

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No PO Box #'s): _____

5. Owners:

| Name | Address | Email Address | % Ownership & Title |
|------|---------|---------------|---------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

| Name | Address | Email Address | Title |
|------|---------|---------------|-------|
| | | | |

EXHIBIT C-3
TO THE BASKIN-ROBBINS FDD
NON-TRADITIONAL RIDER TO THE FRANCHISE AGREEMENT

NON-TRADITIONAL RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT

THIS NON-TRADITIONAL RIDER TO FRANCHISE AGREEMENT (the “Rider”), dated _____ (the “Effective Date”), is made by and between BASKIN-ROBBINS FRANCHISING LLC, a Delaware limited liability company with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we” or “us”), and the following individual(s) or entity: _____ (individually and collectively referred to as “you” or “your”).

1. Preambles and Acknowledgments. Simultaneously with signing this Rider, we and you are signing a Baskin-Robbins Restaurant Franchise Agreement (the “Franchise Agreement”) to govern your development and operation of the Restaurant at the Premises. All initial capitalized terms used but not defined in this Rider have the meanings given to those terms in the Franchise Agreement. We and you are signing this Rider to modify certain provisions of the Franchise Agreement to recognize that the Restaurant will be located within [REDACTED] (for purposes of this Rider and in the Franchise Agreement, the “Facility”), which is an SDO Location (defined below), and to accommodate certain requests you have made as a result of that location. “SDO Location” means special distribution opportunities for Baskin-Robbins® restaurants, including hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers.

2. Renewal. Section 2.B of the Franchise Agreement is deleted in its entirety and replaced with the following:

This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have no option to renew the right and obligation to operate the Restaurant or to extend the Term, and you must comply with all post-termination obligations set forth in this Agreement.

3. Development. Section 3.A of the Franchise Agreement is amended to delete the third sentence in its entirety and replaced with the following:

You agree that the Restaurant, any storage, seating, or common areas used in connection with the Restaurant (collectively, the “Premises”) must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises.

4. Operating Assets. Section 7.A(2) of the Franchise Agreement is deleted in its entirety and replaced with the following:

(2) install and use only equipment, fixtures, furnishings and signage for the Restaurant (the “Operating Assets”) that we approve and that complies with the Facility requirements, and replace them as we and/or the Facility may specify.

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement as of the date and year first written above.

BASKIN-ROBBINS FRANCHISING LLC **[FRANCHISEE]**

By: _____

By: _____

Name: _____

Name: _____

Title: Authorized Signatory

Title: _____

EXHIBIT C-4
TO THE BASKIN-ROBBINS FDD
INCENTIVE ADDENDUM TO THE FRANCHISE AGREEMENT

**2025 INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT**

This Incentives Amendment to the Franchise Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties have signed a new Store Development Agreement] We and you or your affiliate signed that certain Store Development Agreement dated as of _____ (as amended, the “Store Development Agreement”), pursuant to which you or your affiliate agreed to develop and sign franchise agreements to operate the number of Baskin-Robbins Restaurants identified on Exhibit B to the Store Development Agreement within the Store Development Area identified in Exhibit A of the Store Development Agreement.

B. [Note: Only include this recital if the parties have not signed a new Store Development Agreement and qualify for the NRO, Deeper NRO, or ADNRO incentive program] We and you signed that certain Franchise Agreement dated as of the date hereof (the “Franchise Agreement”), pursuant to which you shall operate a Baskin-Robbins Restaurant located at _____ (the “Restaurant”). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

C. [Note: Only include this provision if this Amendment is being signed in connection with the New Restaurant Relocation Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant without a drive-thru located at _____ (the “Existing Restaurant”). You have requested, and we have agreed to permit you to, relocate the Existing Restaurant to the following new address _____ (the “Relocated Restaurant”), which currently has, or imminently will have, a drive-thru. Together with the execution of this Amendment, you and we are signing that certain Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Relocated Restaurant. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

D. [Note: Only include this provision if this Amendment is being signed in connection with the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant located at _____ (the “Restaurant”). You have requested, and we have agreed to permit you to, remodel the Restaurant in accordance with the Existing Franchise Agreement and our current Standards. Together with the execution of this Amendment, you and we are signing that certain renewal Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Restaurant for the renewal term. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

E. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Temporarily Reduced Continuing Franchise Fees, Continuing Advertising Fees, and Marketing-Start Up Fee.** Notwithstanding anything to this contrary in the Franchise Agreement, we will reduce the Continuing Franchise Fees, Continuing Advertising Fees, and the Marketing Start-Up Fee under the Franchise Agreement if you qualify for the incentive set forth below:

a. **New Restaurant Opening Incentive.** *[Note: Only include if the franchisee qualifies for the New Restaurant Opening Incentive]* Under our “New Restaurant Opening Incentive” program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the NRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the NRO incentive program described in this Section. The “NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the New Restaurant Opening incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) The Continuing Franchise Fee is hereby amended as set forth below:

| Duration of Effective CFF | Effective CFF |
|--------------------------------------|---------------|
| Opening through Year 1 | 1.9% |
| Year 2 | 2.9% |
| Year 3 | 3.9% |
| Year 4 | 4.9% |
| Year 5 through remainder of the term | 5.9% |

(2) The Continuing Advertising Fee is hereby amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 2 | 2.5% |
| Year 3 through remainder of the term | 5% |

(3) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

b. Deeper New Restaurant Opening Incentive. [Note: Only include if the franchisee qualifies for the Deeper New Restaurant Opening Incentive] Under our “Deeper New Restaurant Opening” or “Deeper NRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the Deeper NRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the Deeper NRO incentive program described in this Section. The “Deeper NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the Deeper NRO incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

- (1) The initial franchise fee due under the Franchise Agreement is \$12,500.
- (2) The Continuing Franchise Fee is hereby amended as set forth below:

| Duration of Effective CFF | Effective CFF |
|--------------------------------------|---------------|
| Opening through Year 2 | 1.9% |
| Year 3 through Year 4 | 2.9% |
| Year 5 through remainder of the term | 5.9% |

- (3) The Continuing Advertising Fee is hereby amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

- (4) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement,

and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

c. Alternative Deeper New Restaurant Opening Incentive. [Note: Only include if the franchisee qualifies for the Alternative Deeper New Restaurant Opening Incentive] Under our “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the ADNRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ADNRO incentive program described in this Section. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ADNRO incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) The initial franchise fee due under the Franchise Agreement is \$12,500.

(2) [Note: Only include if the Restaurant is located in Idaho, Montana, Oregon, or Washington] If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

(3) [Note: Only include if the Restaurant is located in Alaska or Hawaii] If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 1.8% |
| Year 4 through remainder of the term | 3.5% |

(4) [Note: Only include if the Restaurant is located in the Central States Territory] If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|----------------------|
| Opening through Year 3 | 1.3% |
| Year 4 through remainder of the term | 2.5% |

(5) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

- d. New Restaurant Opening Relocation Incentive. *[Note: Only include if the franchisee qualifies for the New Restaurant Opening Relocation Incentive]* Under the “New Restaurant Relocation Incentive” program, if (i) as of the date of this Amendment, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, including the de-identification obligations regarding the Existing Restaurant set forth in Section 14.E of the Existing Franchise Agreement, (ii) when you open the Relocated Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates (iii) you relocate, open and commence operations of the Relocated Restaurant within the NRO Relocation Territory in compliance with the Existing Franchise Agreement on or before the earlier of the date that is six (6) months after the date the Existing Restaurant closes for relocation or December 31 of the calendar in which the Restaurant closes for relocation. (iv) the Relocated Restaurant has a drive-thru, (v) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the relocation, development, and opening of the Relocated Restaurant within one hundred twenty (120) days of project completion, and (vi) you build the Relocated Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Franchise Agreement, then:

- (1) The Continuing Franchise Fee is hereby amended as set forth below:

| Duration of Effective CFF | Effective CFF |
|--------------------------------------|----------------------|
| Opening through Year 1 | 1.9% |
| Year 2 | 2.9% |
| Year 3 | 3.9% |
| Year 4 | 4.9% |
| Year 5 through remainder of the term | 5.9% |

(2) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

(3) We will provide you with a \$15,000 credit to be paid directly to your equipment vendor for new qualifying equipment if the Restaurant did not have a drive-thru and you add a drive-thru to the Restaurant.

If you fail to satisfy any of the conditions listed in (i) through (vi) above, the Relocation Incentive program described in this Section will not apply to the Relocated Restaurant. Furthermore, together with the execution of the Franchise Agreement and this Amendment, you and we hereby terminate the Existing Franchise Agreement. The “NRO Relocation Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

2. **Alternative New Restaurant and Relocation Capital Contribution Incentives.** [Note: Only include if the franchisee qualifies for the New Restaurant Capital Contribution Incentive] Under the “Alternative New Restaurant Capital Contribution” or “ANRRCC” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement (if applicable), (ii) you open and begin operating the Restaurant in the ANRRCC Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ANRRCC incentive program described in this Section. The “ANRRCC Territory” means Alaska, Arkansas, Georgia, Hawaii, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Oregon, Tennessee, and Washington. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ANRRCC incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then we will provide you with the following equipment credit equal to: [Note: Only include the applicable amount based on whether the Restaurant will have a drive-thru or will not have a drive-thru]

- a. \$31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru.
- b. \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

3. **Remodel Capital Contribution Incentive.** [Note: Only include if the franchisee qualifies for either the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive]

[Note: Only include if the franchisee qualifies for the Early Remodel Capital Contribution Incentive] You may qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or after January 1, 2026, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin-Robbins Restaurant on or before December 31, 2025, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to the remodel due date under the Existing Franchise Agreement. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates

are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before December 31, 2025, (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the remodel of the Restaurant within 60 days after completing the remodel, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, then (x) we will provide you with a \$15,000 credit to be paid directly to your equipment vendor for new qualifying equipment, and (y) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement.

[Note: Only include if the franchisee qualifies for the Standard Remodel Capital Contribution Incentive] You may qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or before December 31, 2025, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin-Robbins Restaurant on or before December 31, 2025, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to the remodel due date identified in the Existing Franchise Agreement. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before the required remodel date under the Existing Franchise Agreement, (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the remodel of the remodeled Restaurant within 60 days after completing the remodel, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, (x) we will provide you with a \$10,000 credit to be paid directly to your equipment vendor for new qualifying equipment, and (y) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement), the Remodel Capital Contribution Incentive will not apply to the Restaurant.

4. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening Incentive, Deeper NRO, ADNRO or the ANRRCC incentive program set forth above, and you open and begin operating the Restaurant in accordance with the Franchise Agreement before the Opening Deadline, then the CFF will be zero percent (0%) of Gross Sales from the date you open the Restaurant until the Opening Deadline (not to exceed twelve (12) months), and then the applicable CFF rate shall apply. If you open the Restaurant on or after the Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

5. **VetFran Program.** *[Note: Only include this provision if the Franchisee or its owner(s) qualify for the VetFran Incentive, and this Franchise Agreement is signed in connection with the development and operation of the franchisees first through tenth Franchise Agreement.]* If (a) you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs a Franchise Agreement to develop one Baskin-Robbins Restaurant, (b) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between

us and you or your affiliates, including the Store Development Agreement, (c) you open and begin operating the Restaurant in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule, (d) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (e) you build the Restaurant in the design, to the specifications, and at the location approved by, then we agree to, in addition to the above provisions, we agree to credit an amount equal to \$10,000 towards the CFFs owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (e) above, the VetFran incentive program described in this Section, will not apply to the Restaurant.

6. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment the date of the Effective Date.

YOU:

By:_____

Name:_____

Title:_____

US:

BASKIN-ROBBINS FRANCHISING LLC

By:_____

Name:_____

Title:_____

EXHIBIT C-5

TO THE BASKIN-ROBBINS FDD

MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT

**2025 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum to Franchise Agreement (this “**Addendum**”) is entered into this ____ day of _____, 202__ by and between _____ (“**Franchisor**”) and _____ (“**Franchisee**”).

1. **Background.**

(a) Franchisor and Franchisee are parties to that certain _____® Franchise Agreement dated as of _____ (as amended, the “**Franchise Agreement**”) under which Franchisor has granted Franchisee the right to operate a _____® restaurant (a “**Brand Restaurant**”) at _____ (the Brand Restaurant at that location is called the “**Franchised Restaurant**”). All initial capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreement.

(b) Franchisee operates or intends to operate the Franchised Restaurant at the premises of, and in combination with, the other brand restaurants listed on Exhibit A (collectively, and whether one or more, the “**Other Restaurants**”). The affiliate(s) of Franchisee listed on Exhibit A (collectively, and whether one or more, the “**Co-Operators**”) operate the Other Restaurants under the separate franchise agreement(s) listed on Exhibit A (collectively, and whether one or more, the “**Other Franchise Agreements**”) with the franchisor(s) listed on Exhibit A who are Franchisor’s affiliates (collectively, and whether one or more, the “**Other Franchisors**”).

(c) This Addendum reflects certain changes in and clarifications to the Franchise Agreement to reflect Franchisor’s modified requirements for a multi-brand location. Franchisee acknowledges that Franchisor is willing to enter into this Addendum and to permit the operation of the Franchised Restaurant as a multi-brand location only because of the relationship between Franchisor and the Other Franchisors and, if applicable, the relationship between Franchisee and its Co-Operators who operate the Other Restaurants.

2. **Ownership of Other Restaurants.** Notwithstanding the restrictions in the Franchise Agreement, Franchisor consents to Franchisee’s (and/or, as applicable, its Co-Operators’) ownership and operation of the Other Restaurants at the same premises as the Franchised Restaurant, provided Franchisee complies with the terms of the Franchise Agreement (including this Addendum) and Franchisee (or its Co-Operators) complies with the terms of the Other Franchise Agreements.

3. **Franchise Agreement Term and Renewal.** The term of the Franchise Agreement shall expire, unless sooner terminated, on _____, 20___. In addition to the conditions in the Franchise Agreement to obtain a renewal or successor franchise to continue operating the Franchised Restaurant as a Brand Restaurant, Franchisee (and/or, as applicable, its Co-Operators) also must be in compliance with, and, if Franchisor requires, renew or extend the term of, the Other Franchise Agreements.

4. **Operation as a Multi-Brand Location.** Franchisee agrees that Franchisor, at its option, may modify any of the terms of the franchise system applicable to the Franchised Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Brand Restaurants, in order to reflect the Franchised Restaurant's status as a multi-brand location. Franchisee agrees to comply with all of those modifications. Without limiting the generality of the foregoing:

(a) Franchisee shall design and construct, and/or make modifications to, the Franchised Restaurant's layout, design, equipment and fixtures that Franchisor specifies to reflect the multi-brand location.

(b) Franchisee agrees that its (or Co-Operators') development and operation of the Other Restaurants shall not unreasonably interfere with or otherwise disrupt the Franchised Restaurant's operations. The operation of the Other Restaurants must be consistent with and complement Franchisee's operation of the Franchised Restaurant.

(c) Franchisee acknowledges that the services, guidance and assistance that Franchisor provides under the Franchise Agreement, including any training, may be intended for stand-alone Brand Restaurants and not tailored or specific to multi-brand locations like the Franchised Restaurant.

(d) Franchisee may not open and begin operating the Franchised Restaurant unless the Other Restaurants are also open and in operation. Franchisee shall ensure that the Other Restaurants are open and operating during all business hours that the Franchised Restaurant is open and operating.

(e) Franchisee must use paper products and other items bearing the Brand Restaurants' trademarks and trade names only at the Franchised Restaurant and with products served by the Franchised Restaurant, and Franchisee (or its Co-Operators) may not use them at the Other Restaurants or with products served by the Other Restaurants.

(f) Franchisee (and, if applicable, its Co-Operators) shall notify the customers of the Franchised Restaurant and the Other Restaurants, and the design and layout of the Franchised Restaurant and Other Restaurants shall reflect, all in the manner Franchisor periodically specifies, that the operation of the Other Restaurants is separate from and independent of the Franchised Restaurant. Without limiting the foregoing, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Franchised Restaurant and not the Other Restaurants. Likewise, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Other Restaurants and not the Franchised Restaurant. Unless Franchisor otherwise specifies or approves, none of the advertising, marketing or promotional materials associated with the

Franchised Restaurant may reference the Other Restaurants or the brand(s) under which the Other Restaurants operate.

(g) all of the Franchised Restaurant's sales must be entered only on the point-of-sale system that Franchisor approves for the Franchised Restaurant. Franchisee (and, if applicable, Co-Operators) shall maintain separate books and records for the Franchised Restaurant and the Other Restaurants and shall not commingle the revenues of the Franchised Restaurant with the revenues of the Other Restaurants. Franchisor and Franchisee agree that Franchisee shall pay royalties or continuing franchise fees, advertising/brand fund contributions or continuing advertising fees, and/or similar payments based on Gross Sales under the Franchise Agreement only on the Gross Sales derived from the Franchised Restaurant and not on the sales or revenue of the Other Restaurants. Franchisee agrees to deliver to Franchisor, at such times that Franchisor periodically specifies, sales information and other reports relating to the Other Restaurants.

(h) Franchisee acknowledges that Franchisor shall have no obligation to provide any training, services or other assistance with respect to the development or operation of the Other Restaurants.

5. **Personnel.** Franchisee must ensure that all employees providing services to customers of the Franchised Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants. Franchisor may at its option modify its training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Franchised Restaurant and the Other Restaurants. However, Franchisee must ensure that all employees who provide services to the Franchised Restaurant's customers or otherwise assist in the Franchised Restaurant's operation are properly trained to operate the Franchised Restaurant and otherwise satisfy Franchisor's requirements. Franchisee must pay Franchisor any training fees and additional expenses that Franchisor incurs in connection with any additional or specialized training required for the Franchised Restaurant's personnel due to its status as multi-brand location.

6. **Inspections and Audits.** In order to determine Franchisee's compliance with the Franchise Agreement (including this Addendum), Franchisor shall have the right to inspect the Other Restaurants and their operations, and audit the books and records associated with the Other Restaurants, in accordance with the terms of the Franchise Agreement to the same extent that it may do so with respect to the Franchised Restaurant, its operations, and its books and records. If Franchisee has Co-Operators operating the Other Restaurants, Franchisee must ensure that those Co-Operators provide Franchisor the rights under this Section 6.

7. **Refresh/Remodel of the Franchised Restaurant.** Franchisor, at its option, may modify the requirements for any required refresh or remodel of the Franchised Restaurant under the Franchise Agreement, including by accelerating or deferring any due dates, in order to correlate with the development, remodel and/or refresh requirements under any of the Other Franchise Agreements.

8. **Relationship With Other Franchise Agreements.** Franchisee acknowledges that Franchisor granted Franchisee the rights under the Franchise Agreement and this Addendum in

reliance upon, and that the operation of the Franchised Restaurant under the Franchise Agreement is dependent on and inextricably connected with, Franchisee's (or its Co-Operators) operation of the Other Restaurants pursuant to and in compliance with the Other Franchise Agreements. Therefore:

(a) Franchisee agrees to comply (or to cause Co-Operators to comply) with the Other Franchise Agreements in connection with the development and operation of the Other Restaurants (including with respect to paying amounts owed and complying with all applicable laws) and agrees that Franchisee's (or any Co-Operator's) failure to comply with any Other Franchise Agreement shall constitute a breach of, and a default under, the Franchise Agreement.

(b) upon any proposed transfer (as defined in the Franchise Agreement, if applicable) involving any direct or indirect ownership interest in Franchisee or all or substantially all of the assets of the Franchised Restaurant, in addition to the conditions for Franchisor's approval of that transfer under the Franchise Agreement, Franchisor may condition its consent to that transfer on the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Other Restaurants. Likewise, Franchisee (or, if applicable, its Co-Operators) may not transfer any direct or indirect ownership interest in Franchisee's affiliate or all or substantially all of the assets of the Other Restaurants without the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Franchised Restaurant, which transfer shall be subject to Franchisor's approval under the Franchise Agreement.

(c) Franchisor may terminate the Franchise Agreement, effective upon delivery of written notice to Franchisee, if any Other Franchise Agreement expires (without a renewal or successor franchise with the Other Franchisors) or terminates (regardless of the reason), or if Franchisee (or, if applicable, Co-Operators) abandons or otherwise ceases to operate any Other Restaurant for any reason.

(d) Franchisor acknowledges that certain post-termination obligations under the Franchise Agreement relating to Franchisor's right to acquire certain assets of the Franchised Restaurant and/or the lease for the Franchised Restaurant's premises may conflict with similar requirements under the Other Franchise Agreements, and in that case Franchisee agrees to comply (and, if applicable, to cause its Co-Operators to comply) with the requirements that Franchisor reasonably specifies.

9. **Miscellaneous.** This Addendum is an amendment to, and forms a part of, the Franchise Agreement. Except as amended by this Addendum, the Franchise Agreement will continue in full force and effect. The recitals to this Addendum are a part of this Addendum, which, together with the Franchise Agreement, constitutes the entire agreement between Franchisor and Franchisee, and there are no oral or other written understandings, representations or agreements between Franchisor and Franchisee, relating to the subject matter of this Addendum. No modification, change or alteration of this Addendum shall be effective unless in writing and executed by Franchisor and Franchisee. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such

words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If there is a conflict between any provision of the Franchise Agreement and a provision of this Addendum, the provision of this Addendum controls.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

FRANCHISOR:

By:_____

Title:_____

FRANCHISEE:

By:_____

Title:_____

EXHIBIT A
TO THE 2024 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

OTHER FRANCHISE AGREEMENTS

| Other Franchisor <i>(Franchisor Entity)</i> | Franchisee or Co-Operator <i>(Franchisee Entity)</i> | Effective Date | Other Restaurant <i>(Franchised Brand Restaurant)</i> |
|---|--|-----------------------|---|
| | | | _____® restaurant |
| | | | _____® restaurant |
| | | | _____® restaurant |

EXHIBIT D-1
TO THE BASKIN-ROBBINS FDD
BASKIN-ROBBINS STORE DEVELOPMENT AGREEMENT

SDA # _____

PC: _____

BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT

This Store Development Agreement ("Agreement"), dated _____, 20____, is made by and between **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("we", "us" or "our"), and _____ the _____ following _____ individual(s) _____ and/or _____ entity: _____ (individually or collectively referred to as "you" or "your").

RECITALS

A. We grant franchises for Baskin-Robbins® restaurants operating under the Proprietary Marks (defined below) and the System (defined below) ("Baskin-Robbins Restaurants"). The "System" involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Baskin-Robbins Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

1. **Grant of Development Rights.** We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the obligation, to sign Franchise Agreements (defined below) for, develop and open Baskin-Robbins Restaurants (each a "Restaurant" and collectively, "Restaurants") within the geographic area described in Exhibit A (the "Store Development Area"). The required number of Restaurants that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the "Required Opening Dates"), are set forth in the development schedule in Exhibit B (the "Development Schedule"). Only Restaurants that you or your Controlled Affiliates develop and open in the Store Development Area will count towards the Development Schedule, subject to Section 2. "Controlled Affiliate" means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the "Owners")) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate's remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Baskin-Robbins Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

2. Rights in Store Development Area and SDOs.

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with all franchise and other agreements with us and our affiliates relating to a Baskin-Robbins Restaurant (together with this Agreement, collectively, the “Related Agreements”), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Baskin-Robbins Restaurant the physical premises of which are located within the Store Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Baskin-Robbins Restaurants identified on Exhibit A, which are the restaurants in the Store Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the Store Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Baskin-Robbins Restaurant to be developed in any of those separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory.

We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire. This includes (1) rights to operate or license others to operate Baskin-Robbins Restaurants at such locations and on such terms as we choose, except as expressly set forth in this Section 2; (2) rights to operate or license others to operate other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose; and (3) rights to use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant, including rights to distribute Baskin-Robbins® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Baskin-Robbins Restaurant inside a supermarket)).

B. Special distribution opportunities for Baskin-Robbins Restaurants (“SDOs”) may arise within the Store Development Area that may or may not be available to you. Examples of SDOs include hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue and to operate (and grant rights to others to pursue and to operate) Baskin-Robbins Restaurants at SDOs within your Store Development Area.

(1) Although gas/convenience locations are expressly covered as SDOs in this Section 2.B, if you propose and we approve you (or your Controlled Affiliate) for a Restaurant at a gas/convenience location within the Store Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; and (b) IFFs

applicable under the Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.

(2) For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), if you propose and we approve you (or your Controlled Affiliate) for a Restaurant in an SDO location within the Store Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; (b) we retain final approval as to how many, if any, SDOs may be developed in lieu of the Restaurants you were originally required to develop under the Development Schedule; (c) none of the SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the initial franchise fee for the SDO, unless there are no further payments due from you under this Agreement, in which case we will apply that difference as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. **Initial Franchise Fees.** Subject to Section 2 above, you must pay us an Initial Franchise Fee ("IFF") for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer ("EFT"), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

4. **Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.**

A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the Store Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Baskin-Robbins Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant's design and appearance. You must make the changes to the proposed design and appearance that we require and develop

the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

B. You must submit to us the proposed purchase agreement or lease for the Restaurant's premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant's premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.

C. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the "Franchise Agreement") for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in our current form of franchise agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.

5. Proprietary Marks and Restrictive Covenants.

A. No License to Proprietary Marks. This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks in any manner. Your (or your Controlled Affiliate's) right to use the Proprietary Marks arises only under franchise agreements with us. "Proprietary Marks" means the trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin that form part of the System, all of which we may periodically develop and modify.

B. No License to Confidential Information. This Agreement does not grant you any right to use, or authorize others to use, the Confidential Information in any manner. Your (or your Controlled Affiliate's) right to use the Confidential Information arises only under franchise agreements with us. If you nevertheless acquire any Confidential Information, you agree that you: (1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information; and (2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form. "Confidential Information" means information relating to us or the System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary information in the operations manuals and

system standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary operating assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing Baskin-Robbins Restaurants.

C. Restrictive Covenants. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of ice cream and/or other frozen treat(s) (other than another Baskin-Robbins Restaurant operating under a franchise agreement with us) (a "Competitive Business");

(2) divert or attempt to divert any Baskin-Robbins Restaurant business or customer or prospective customer away from any Baskin-Robbins Restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Baskin-Robbins Restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Baskin-Robbins Restaurant.

The restrictions in this Section 5.C shall not apply to the ownership of (i) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (ii) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

D. Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 5 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 5 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 5 will be valid and enforceable.

6. **Term, Extension and Renewal.**

A. Term. The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. Renewal. When the Term expires, you will have an option to renew the right and obligation to develop Baskin-Robbins Restaurants for one (1) additional term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;

(2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;

(3) we have reassessed the potential of the Store Development Area and determined that the Store Development Area has potential for additional Baskin-Robbins Restaurant development; and

(4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Store Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that Store Development Agreement.

7. Termination and Suspension of Development Rights.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

(1) you fail to meet any of the obligations set forth in the Development Schedule;

(2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or

inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the appointment of a receiver or other custodian for your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's real or personal property is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant within any Designated Marketing Area(s) where the Store Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

B. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid IFFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the Store Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Baskin-Robbins Restaurants the

physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. Transfers.

A. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or your business (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or your business' operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of your business, any of your assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of your business (or its operation) or you.

A "Controlling Ownership Interest" in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either case who did not own, possess or control such interest as of the Effective Date. A "Non-Controlling Ownership Interest" in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling Ownership Interest in you (if you are a business entity) (a "Control Transfer"), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Baskin-Robbins Restaurants in accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and

(5) the transferee (if the transfer is of this Agreement) agrees to be bound by all terms and conditions of this Agreement for the remainder of the term.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18)

months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. **Dispute Resolution.**

A. Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 9.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

C. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

D. Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

10. **Miscellaneous**

A. Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, your business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

B. Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement applies only to that one breach and that one provision, and not to any subsequent breach of that provision or any other provision. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

C. Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions

of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

D. Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

E. Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

F. Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Baskin-Robbins Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Baskin-Robbins Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Baskin-Robbins Restaurants.

G. Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the

Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to c/o Dunkin' Brands, Inc., as Manager, Attention: Legal Department.

H. No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

I. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the day and year first written above.

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

WITNESS/ATTEST: _____ DEVELOPER

By: _____
Print Name: _____ Print Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Store Development Agreement (together with all amendments or modifications, the "Agreement") on this date by **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins"), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Baskin-Robbins entering into the Agreement with Developer; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins' pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising

as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction

located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

EXHIBIT A

STORE DEVELOPMENT AREA

1. Store Development Area:

2. List of Baskin-Robbins restaurants in the Store Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

| PC # | Address |
|------|---------|
| | |
| | |
| | |

EXHIBIT B

DEVELOPMENT SCHEDULE AND KEY TERMS

I. Development Schedule:

| Restaurant | Required Opening Date | Cumulative # of Restaurants by Required Opening Date |
|------------|-----------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |

II. Initial Franchise Fees:

of Restaurants ____ X IFF Per Restaurant _____ Total IFF \$ _____

Less Discount, if applicable \$ _____

Total IFF Amount Due: \$ _____

The Total IFF Amount Due shall be payable, and applied to each Restaurant, as follows:

| Restaurant | First 25% of IFF Due | Remaining IFF Due* |
|------------|----------------------|---|
| 1 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 2 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 3 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 4 | Agreement Date | _____ or the actual opening date, whichever is sooner. |

| Restaurant | First 25% of IFF Due | Remaining IFF Due* |
|------------|----------------------|--|
| 5 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 6 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 7 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 8 | Agreement Date | _____ or the actual opening date, whichever is sooner. |

*** For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.**

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement, provided that the following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____
- iii. Marketing Start-Up Fee: _____

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Term Expiration Date: _____

EXHIBIT D-2
TO THE BASKIN-ROBBINS FDD
COMBO STORE DEVELOPMENT AGREEMENT

SDA # _____

PC: _____

**DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT
STORE DEVELOPMENT AGREEMENT**

This Store Development Agreement ("Agreement"), dated _____, 20____, is made by and between **DUNKIN' DONUTS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Dunkin'"), **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) and/or entity: _____ (individually or collectively referred to as "you" or "your").

RECITALS

A. We grant franchises for Dunkin'® and Baskin-Robbins® Combo restaurants operating under the Proprietary Marks (defined below) and the System (a "Combo Restaurant"). The "System" involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Combo Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

1. **Grant of Development Rights.** We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the obligation, to sign Franchise Agreements (defined below) for, develop and open Combo Restaurants (each a "Restaurant" and collectively, "Restaurants") within the geographic area described in Exhibit A (the "Store Development Area"). The required number of Restaurants that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the "Required Opening Dates"), are set forth in the development schedule in Exhibit B (the "Development Schedule"). Only Restaurants that you or your Controlled Affiliates develop and open in the Store Development Area will count towards the Development Schedule, subject to Section 2. "Controlled Affiliate" means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the "Owners")) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate's remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Combo Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any

ancillary agreements between us and you (a “Guaranty”), the current version of which is attached to this Agreement.

2. Rights in Store Development Area and SDOs.

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with all franchise and other agreements with us and our affiliates relating to a Combo Restaurant (together with this Agreement, collectively, the “Related Agreements”), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Combo Restaurant the physical premises of which are located within the Store Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Combo Restaurants identified on Exhibit A, which are the restaurants in the Store Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the Store Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Combo Restaurant to be developed in any of those separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory.

We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire. This includes (1) rights to operate or license others to operate Combo Restaurants (and Dunkin’ Restaurants and Baskin-Robbins Restaurants) at such locations and on such terms as we choose, except as expressly set forth in this Section 2; (2) rights to operate or license others to operate other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose; and (3) rights to use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant, including rights to distribute Dunkin’® and Baskin-Robbins® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Combo Restaurant inside a supermarket)).

B. Special distribution opportunities for Combo Restaurants (“SDOs”) may arise within the Store Development Area that may or may not be available to you. Examples of SDOs include hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue and to operate (and grant rights to others to pursue and to operate) Combo Restaurants at SDOs within your Store Development Area, but during the term of this Agreement we will offer you the opportunity to become a Combo Restaurant franchisee for those SDOs (“SDO Notice”) provided that, at the time we are prepared to deliver the SDO Notice: (x) you and your affiliates are in compliance with all Related Agreements, (y) you meet our then current Criteria to Expand, and (z) the party that controls the SDO permits us to do so. You will have thirty (30) days after we deliver the SDO Notice (or such longer period identified in the SDO Notice) to secure rights to the location. Except as provided below, the initial franchise fee that you (or your Controlled Affiliate) pay for any SDO will be our then-current initial franchise fee for similar

SDOs and will be payable to us is in addition to the IFF (defined below) required under this Agreement.

(1) Although gas/convenience locations are expressly covered as SDOs in this Section 2.B, if you propose and we approve you (or your Controlled Affiliate) for a Restaurant at a gas/convenience location within the Store Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; and (b) IFFs applicable under the Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.

(2) For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), if you propose and we approve you (or your Controlled Affiliate) for a Combo Restaurant in an SDO location within the Store Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; (b) we retain final approval as to how many, if any, SDOs may be developed in lieu of the Restaurants you were originally required to develop under the Development Schedule; (c) none of the SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the initial franchise fee for the SDO, unless there are no further payments due from you under this Agreement, in which case we will apply that difference as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. **Initial Franchise Fees.** Subject to Section 2 above, you must pay us an Initial Franchise Fee ("IFF") for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer ("EFT"), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

4. Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.

A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the Store Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Combo Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant's design and appearance. You must make the changes to the proposed design and appearance that we require and develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

B. You must submit to us the proposed purchase agreement or lease for the Restaurant's premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant's premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.

C. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the "Franchise Agreement") for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in our current form of franchise agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.

5. Proprietary Marks and Restrictive Covenants.

A. No License to Proprietary Marks. This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks in any manner. Your (or your Controlled Affiliate's) right to use the Proprietary Marks arises only under franchise agreements with us. "Proprietary Marks" means the trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin that form part of the System, all of which we may periodically develop and modify.

B. No License to Confidential Information. This Agreement does not grant you any right to use, or authorize others to use, the Confidential Information in any manner. Your (or your Controlled Affiliate's) right to use the Confidential Information arises only under franchise agreements with us. If you nevertheless acquire any Confidential Information, you agree that you: (1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information; and (2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form. "Confidential Information" means information relating to us or the System that is proprietary, provides a competitive advantage to Combo Restaurants, and is not generally available to the public, including development plans for Combo Restaurants; certain proprietary information in the operations manuals and system standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Combo Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary operating assets and other products and services that Combo Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing Combo Restaurants.

C. Restrictive Covenants. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from combination of coffee, baked goods, ice cream, and/or other frozen treats (other than another Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant operating under a franchise agreement with us) (a "Competitive Business");

(2) divert or attempt to divert any Combo Restaurant business or customer or prospective customer away from any Combo Restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Combo Restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Combo Restaurant.

The restrictions in this Section 5.C shall not apply to the ownership of (i) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (ii) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

D. Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 5 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we

might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 5 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 5 will be valid and enforceable.

6. Term, Extension and Renewal.

A. Term. The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. Mid-Term Extension Option. Beginning on the date that you (or your Controlled Affiliates) open the first Restaurant that satisfies at least half of your development obligations under the Development Schedule and continuing for the period that ends one (1) year before the this Agreement expires (unless it is terminated sooner), and provided that you and your affiliates are fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand, you may submit to us a written request to extend the term of this Agreement and increase in the number of Restaurants that you (or your Controlled Affiliates) must develop under this Agreement (the "Extension Request"). You understand that in calculating the number of Restaurants that you have opened to determine whether you have satisfied at least half of your development obligations, we will not count any non-gas/convenience store SDO developed pursuant to Section 2.B(2) above. Upon receiving your valid Extension Request, we and you agree to negotiate in good faith to determine the number of additional Combo Restaurants to be developed (under our then-current initial franchise fee, continuing franchise fee and other franchise terms), their required opening dates, and any changes to the Store Development Area. However, although we and you agree to negotiate in good faith, both parties understand and agree that they may be unable to successfully determine the terms of this extension, in which case the terms of this Agreement will remain in full force and effect notwithstanding the Extension Request.

C. Renewal. When the Term expires, you will have an option to renew the right and obligation to develop Combo Restaurants for one (1) additional term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;

(2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;

(3) we have reassessed the potential of the Store Development Area and determined that the Store Development Area has potential for additional Combo Restaurant development; and

(4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Store Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that Store Development Agreement.

7. Termination and Suspension of Development Rights.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

(1) you fail to meet any of the obligations set forth in the Development Schedule;

(2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the appointment of a receiver or other custodian for your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's real or personal property is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant within any Designated Marketing

Area(s) where the Store Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

B. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid IFFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the Store Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Combo Restaurants the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. Transfers.

A. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the

following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or your business (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or your business' operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of your business, any of your assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of your business (or its operation) or you.

A "Controlling Ownership Interest" in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either case, who did not own, possess or control such interest as of the Effective Date. A "Non-Controlling Ownership Interest" in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling Ownership Interest in you (if you are a business entity) (a "Control Transfer"), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Combo Restaurants in

accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and

(5) the transferee (if the transfer is of this Agreement) agrees to be bound by all terms and conditions of this Agreement for the remainder of the term.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. Dispute Resolution.

A. Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 9.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

C. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

D. Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

10. **Miscellaneous**

A. Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, your business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

B. Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement applies only to that one breach and that one provision, and not to any subsequent breach of that provision or any other provision. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we

accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

C. Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

D. Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

E. Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and

successors in interest. Subject to our rights to modify the System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

F. Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Combo Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Combo Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Combo Restaurants.

G. Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to c/o Dunkin' Brands, Inc., as Manager, Attention: Legal Department.

H. No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

I. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the day and year first written above.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
Assistant Secretary

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

WITNESS/ATTEST: _____ DEVELOPER
Entity

_____ By: _____

Print Name: _____ Print Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Store Development Agreement (together with all amendments or modifications, the “Agreement”) on this date by **DUNKIN’ DONUTS FRANCHISING LLC** (“Dunkin”) and **BASKIN-ROBBINS FRANCHISING LLC** (“Baskin-Robbins” and together with Dunkin, the “Franchisor”), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Developer”) will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor’s failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Franchisor’s entering into the Agreement with Developer; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor’s pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Franchisor; (b) all rights to require Franchisor to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the

undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

EXHIBIT A

STORE DEVELOPMENT AREA

1. Store Development Area:

2. List of Combo restaurants in the Store Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

| PC # | Address |
|------|---------|
| | |
| | |
| | |

EXHIBIT B

DEVELOPMENT SCHEDULE AND KEY TERMS

I. Development Schedule:

| Restaurant | Required Opening Date | Cumulative # of Restaurants by Required Opening Date |
|------------|-----------------------|--|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |

II. Initial Franchise Fees:

of Combo Restaurants ____ X IFF Per Combo Restaurant _____ Total IFF \$ _____

Less Discount, if applicable \$ _____

Total IFF Amount Due: \$ _____

The Total IFF Amount Due shall be payable, and applied to each Restaurant, as follows:

| Restaurant | First 25% of IFF Due | Remaining IFF Due* |
|------------|----------------------|---|
| 1 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 2 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 3 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 4 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 5 | Agreement Date | _____ or the actual opening date, whichever is sooner. |

| Restaurant | First 25% of IFF Due | Remaining IFF Due* |
|------------|----------------------|--|
| 6 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 7 | Agreement Date | _____ or the actual opening date, whichever is sooner. |
| 8 | Agreement Date | _____ or the actual opening date, whichever is sooner. |

*** For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.**

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement, provided that the following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____
- iii. Marketing Start-Up Fee: _____

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Term Expiration Date: _____

EXHIBIT D-3
TO THE BASKIN-ROBBINS FDD
INCENTIVE ADDENDUM TO THE STORE DEVELOPMENT AGREEMENT

**2025 INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS STORE DEVELOPMENT AGREEMENT**

This Incentives Amendment to the Store Development Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties are signing a **new** Store Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are signing that certain Store Development Agreement dated as of the date hereof (the “Development Agreement”) granting you the right to develop multiple Baskin-Robbins Restaurants in the Store Development Area (the “New Commitments” or “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. [Note: Only include this recital if the parties are **amending an existing** Store Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are amending that certain Store Development Agreement dated _____ (as amended, the “Development Agreement”) granting you the right to develop new, additional Baskin-Robbins Restaurants in the Store Development Area (each a “New Commitment” and collectively, the “New Commitments”). You understand that the terms of this Amendment will apply to all New Commitments and any Baskin-Robbins Restaurant(s) you agreed to develop before entering into this Amendment but have not opened as of the date you sign this Amendment (collectively, the “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

C. Before developing and operating each Incentive Commitment that you agree to open under the Development Agreement, you must sign the then-current form of Franchise Agreement (each a “Franchise Agreement” and, collectively, the “Franchise Agreements”).

D. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under each Franchise Agreement you signed in connection with the Development Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Application of Amendment.** We and you are signing this Amendment because we and you are signing or amending the Development Agreement on or before March 31, 2026 and the New Commitments you agreed to develop under the Development Agreement may be eligible for one or more incentive programs described in this Amendment. Therefore, notwithstanding any terms in the Development Agreement to the contrary, if you meet the applicable incentive program conditions, then we agree that the Franchise Agreement(s) that we and you sign for certain Restaurant(s) developed under

the Development Agreement will reflect the terms of the applicable incentive programs described in this Amendment.

2. **New Restaurant Opening Incentive.** *[Note: Only include if the franchisee qualifies for the New Restaurant Opening Incentive]* Because we and you are signing this Amendment before March 31, 2026 to develop one to three New Commitments within the NRO Territory (defined below), each Incentive Commitment you develop under the Development Schedule will receive the benefits of our “New Restaurant Opening” or “NRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement. The “NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the NRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the NRO incentive program, then under the applicable Franchise Agreement:

- a. The Continuing Franchise Fee will be amended as set forth below:

| Duration of Effective CFF | Effective CFF |
|--------------------------------------|---------------|
| Opening through Year 1 | 1.9% |
| Year 2 | 2.9% |
| Year 3 | 3.9% |
| Year 4 | 4.9% |
| Year 5 through remainder of the term | 5.9% |

- b. The Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 2 | 2.5% |
| Year 3 through remainder of the term | 5.0% |

- c. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

3. **Deeper New Restaurant Opening Incentive.** *[Note: Only include if the franchisee qualifies for the Deeper New Restaurant Opening Incentive]* Because we and you are signing this Amendment before March 31, 2026 to develop four or more New Commitments within the Deeper NRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “Deeper New Restaurant Opening” or “Deeper NRO” incentive

program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the Deeper NRO incentive program described in this Section. The “Deeper NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the Deeper NRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper NRO incentive program, then under the applicable Franchise Agreement:

- a. The initial franchise fee due under the Franchise Agreement will be \$12,500.
- b. The Continuing Franchise Fee will be amended as set forth below:

| Duration of Effective CFF | Effective CFF |
|--------------------------------------|---------------|
| Opening through Year 2 | 1.9% |
| Year 3 through Year 4 | 2.9% |
| Year 5 through remainder of the term | 5.9% |

- c. The Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

- d. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

4. Alternative Deeper New Restaurant Opening Incentive. [Note: Only include if the franchisee qualifies for the Alternative Deeper New Restaurant Opening Incentive] Because we and you are signing this Amendment before March 31, 2026 to develop four or more New Commitments within the ADNRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the

Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the ADNRO incentive program described in this Section. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ADNRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper ADNRO incentive program, then under the applicable Franchise Agreement:

a. The initial franchise fee due under the Franchise Agreement will be \$12,500.

b. If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 2.5% |
| Year 4 through remainder of the term | 5.0% |

c. If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 1.8% |
| Year 4 through remainder of the term | 3.5% |

d. If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

| Duration of Effective CAF | Effective CAF |
|--------------------------------------|---------------|
| Opening through Year 3 | 1.3% |
| Year 4 through remainder of the term | 2.5% |

e. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

5. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening, Deeper NRO, or ADNRO incentive program set forth above, then for each Franchise Agreement that is executed for an Incentive Commitment in compliance with the Development Agreement, and you open and begin operating the Restaurant in compliance with the Franchise Agreement before the Applicable Opening Deadline, then the Royalty Fee will be zero percent (0%) from the date you open the Restaurant until the Applicable Opening Deadline (not to exceed twelve (12) months), then the applicable royalty rate shall apply. If you open the Restaurant on or after the Applicable Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

6. **Alternative New Restaurant and Relocation Capital Contribution Incentive.** [Note: Only include if the franchisee qualifies for the New Restaurant Capital Contribution Incentive] Because we and you are signing this Amendment before March 31, 2026 to develop two or more New Commitments within the ANRRCC Territory (defined below) and/or amending the Development Agreement to add one or more New Commitments within the ANRRCC Territory, each Incentive Commitment you develop under the Development Schedule that is located within the ANRRCC Territory will receive the benefits of our “Alternative New Restaurant and Relocation Capital Contribution” or “ANRRCC” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the ANRRCC incentive program described in this Section. The “ANRRCC Territory” means Alaska, Arkansas, Georgia, Hawaii, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Oregon, Tennessee, and Washington. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ANRRCC incentive program will not apply to the Restaurant(s). If you meet the requirements of the ANRRCC incentive program, then under the applicable Franchise Agreement, we will provide you with the following equipment credit:

- a. \$31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru.
- b. \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

7. **VetFran Program.** [Note: Only include if the Developer or its owner(s) qualify for the VetFran Program.] Because we and you are signing this Amendment before March 31, 2026 and you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs the Development Agreement to develop two or more Baskin-Robbins Restaurants, each Incentive Commitment you develop under the Development Schedule will receive the benefits of our “VetFran Program” incentive if you (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating Restaurant in compliance with the applicable Franchise Agreement on or before the Applicable Opening Deadline, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the applicable Franchise Agreement. Then, if you satisfy the conditions in (a) through (c) above, we will credit an amount equal to \$10,000 towards the Royalty Fees owed under each Franchise Agreement signed in connection with the Development Agreement, up to \$100,000 in total. If you fail to satisfy any of the conditions listed in (a) through (d) above, the VetFran Program will not apply to the Restaurant(s).

8. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment

shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment the date of the Effective Date.

YOU:

By:_____

Name:_____

Title:_____

US:

BASKIN-ROBBINS FRANCHISING LLC

By:_____

Name:_____

Title:_____

EXHIBIT D-4
TO THE BASKIN-ROBBINS FDD
CONDITIONAL OPTION TO EXTEND

SDA # _____

CONDITIONAL OPTION(S) TO EXTEND
ADDENDUM TO COMBO STORE DEVELOPMENT AGREEMENT

The following provisions are hereby incorporated into the Combo Store Development Agreement (“SDA”). These provisions both supplement and modify the SDA in respect of the obligations imposed and benefits received by each party. In the event of any conflict between a provision in this Addendum and a provision in the SDA, the provision in this Addendum shall control.

1. **Option to Extend.** This Agreement and the development rights granted in it expire on the date stated in **Exhibit B**, subject to the following conditional option(s) to extend: We grant you a conditional option to extend your exclusive development rights for the same Store Development Area subject to and in accordance with the terms set forth in this Addendum (“Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional Restaurant in the Store Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise this option you must (a) have met your Development Schedule under this Agreement, (b) be in compliance with all of your franchise agreements with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise the Option to Extend, you must advise us in writing no later than sixty (60) days prior to the original expiration of this Agreement but no sooner than one hundred twenty (120) days prior to the original expiration of this Agreement. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Option to Extend, we will extend the Agreement through _____ [**insert date that is four months after the Required Opening Date set forth below in the Option to Extend Development Schedule**] (the “Amended Expiration Date”).

Terms for Option to Extend:

Option to Extend Development Schedule:

| Development Schedule | Required Control Date | IFF Due Date | Required Opening Date |
|-----------------------|-----------------------|------------------------------|-----------------------|
| Additional Restaurant | | Due on Required Control Date | |

Term of franchise agreement: ____ years IFF Due: \$ _____ *

Continuing Franchise Fee, Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in ***Exhibit B** and any addenda referenced therein and you will sign our then-current franchise agreement for the Additional Restaurant.

2. **Second Option to Extend.** Provided you successfully exercise and qualify for the above Option to Extend and that you timely develop and open the Additional Restaurant pursuant to the Option to Extend, we grant you a conditional option to extend your exclusive development rights for a second time for the same Store Development Area subject to and in accordance with the terms set forth below in this Addendum (the “Second Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional

Restaurant in the Store Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise the Second Option to Extend you must (a) have met your Development Schedule under this Agreement (including under the Option to Extend), (b) be in compliance with all of your franchise agreements with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise this option to extend, you must advise us in writing no later than sixty (60) days prior to the Amended Expiration Date but no sooner than one hundred twenty (120) days prior to the Amended Expiration Date. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Second Option to Extend, we will extend the Agreement through _____ [**insert date that is four months after the Required Opening Date set forth below in the Second Option to Extend Development Schedule**].

Terms for Second Option to Extend:

Second Option to Extend Development Schedule:

| Development Schedule | Required Control Date | IFF Due Date | Required Opening Date |
|-----------------------|-----------------------|------------------------------|-----------------------|
| Additional Restaurant | | Due on Required Control Date | |

Term of franchise agreement: ____ years IFF Due: \$ _____ **

Continuing Franchise Fee, Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in **Exhibit B** and any addenda referenced therein, and you will sign our then-current franchise agreement for the Additional Restaurant.

3. The second to last sentence of Section 2 of the SDA entitled “Initial Franchise Fees” is hereby deleted and replaced in its entirety with the following:

If you develop more Restaurants than [**two/three**] Restaurants during the term of this Agreement, then the IFF for each additional Restaurant will be fifty percent (50%) of the IFF for each Restaurant.

4. Section 4 of the SDA entitled “**Renewal of Rights**” is hereby deleted and replaced in its entirety with the following:

Renewal of Rights. This Agreement and the development rights granted in it expire on the date stated in **Exhibit B** or as may be amended pursuant to the addendum to this Agreement entitled “Conditional Option(s) to Extend” (the “Option Addendum”). If you have successfully exercised the option(s) contained in the Option Addendum and you wish to renew exclusive development rights for the same Store Development Area, you must advise us in writing within six (6) months prior to the expiration of this Agreement, as amended. We will then reassess the potential of the Store Development Area for further development. If we and you agree that there is potential for additional Restaurants, we will offer you the first opportunity to enter into a new agreement for the Store Development Area, provided that you met your Development Schedule under this Agreement (including under the Option Addendum), you are in compliance with all of your franchise agreements with us or any of our affiliates, you meet our then-current Criteria to Expand, and we and you can

agree on a new development schedule. The agreement you sign will be our then-current renewal store development agreement, and the fees will be the then-current fees for that Store Development Area. The renewal store development agreement will be on substantially the same form as our then-current store development agreement except it will contain no renewal rights. You will have 10 days from the time you receive the new Agreement to sign and return it to us.

ATTEST/WITNESS:

(Developer)
[insert corp., LLC or partnership]

—

EXHIBIT E
TO THE BASKIN-ROBBINS FDD
STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS

STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS

The following are additional disclosures for the Franchise Disclosure Document of Baskin-Robbins Franchising LLC as required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following language is added to the end of Item 1:

To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the “Fast Food Act”), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

2. The following language is added to the end of Items 5, 6, and 11:

We currently do not provide any training or assistance related to, or charge any initial or ongoing fees related to, the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your restaurant, operating your franchise, and training and supervising your employees.

3. The last sentence of Note 9 to the Item 7 chart is hereby deleted and replaced with the following:

The additional funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), to the extent applicable, based on the Fast Food Act standards that are in effect as of the date of this disclosure document.

4. The following paragraph is added to the end of Item 17:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

5. The following language is added to the end of Item 21:

Item 21 of the Franchise Disclosure Document is modified to add the attached unaudited balance sheet of DB Master Finance LLC as of December 31, 2023, its most recent fiscal year end.

**STATE OF HAWAII
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THE FOLLOWING PARAGRAPH IS ADDED TO THE END OF ITEM 17 OF THE FRANCHISE DISCLOSURE DOCUMENT:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following language is added to the end of the “Summary” sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), entitled Choice of forum:

Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the federal law.

4. The following language is added to the end of the “Summary” section of Item 17(w), entitled Choice of law:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligations, you may bring an action in Maryland.

5. The following paragraphs are added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

Item 13 of the Franchise Disclosure Document, under the heading “Trademarks,” shall be supplemented by the addition of the following paragraph:

“The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee’s use of a franchisor’s trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.

The following paragraphs are added to the end of Item 17 of the Franchise Disclosure Document:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days’ notice for non-renewal of the Franchise Agreement.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to injunctive relief, liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal, sale, and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

**STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

Item 17.

1. The “Summary” sections of Items 17(c) and (m) of the Franchise Disclosure Document are amended by adding the following:

Any release executed will not apply, to the extent prohibited by applicable law, with respect to claims arising under the North Dakota Franchise Investment Law.

2. The “Summary” section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Item 17(v) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Litigation generally must be in Atlanta, Georgia, except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

4. The “Summary” section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, to the extent required by law, North Dakota law applies.

5. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE

STATE-SPECIFIC RIDERS TO THE

FRANCHISE AGREEMENTS AND STORE DEVELOPMENT AGREEMENTS

**RIDER TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date”) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Baskin-Robbins Restaurant Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Franchise Agreement will be located or operated in Maryland.

2. **RELEASES.** Sections 2.4(b) and 13.D(4) of the Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following sentence is added to the end of Section 14.A(10) of the Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW.** The following language is added to the end of Sections 15.A of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Maryland Rider to the Franchise Agreement effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the "Effective Date") by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "Combo Franchise Agreement"). This Rider is annexed to and forms part of the Combo Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Combo Franchise Agreement will be located or operated in Maryland.

2. **RELEASES.** Sections 2.4(b) and 13.D(4) of the Combo Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following sentence is added to the end of Section 14.A(10) of the Combo Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW.** The following language is added to the end of Sections 15.A of the Combo Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the Combo Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Maryland Rider to the Combo Franchise Agreement effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date”) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

6. **BACKGROUND.** We and you are parties to that certain Baskin-Robbins Restaurant Store Development Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the “SDA”). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in Maryland.

7. **RELEASES.** The first sentence of Section 6.C of the SDA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

8. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the SDA:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE
DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

9. **BACKGROUND.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "SDA"). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in Maryland.

10. **RELEASES.** The first sentence of Section 6.C of the SDA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

11. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the SDA:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the “Minnesota Act”), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the “Minnesota Rules”), the parties to the attached Baskin-Robbins Restaurant Franchise Agreement (the “Agreement”) agree as follows:

1. Section 2.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

2. Section 2.B of the Agreement shall be supplemented by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of this Agreement.

3. Section 9.D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you may have under this Agreement to use our trademarks.

4. Section 13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. Section 14.A of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Combo Restaurant Franchise Agreement (the "Agreement") agree as follows:

7. Section 2.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

8. Section 2.B of the Agreement shall be supplemented by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of this Agreement.

9. Section 9.D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you may have under this Agreement to use our trademarks.

10. Section 13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

11. Section 14.A of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

12. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the “Minnesota Act”), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the “Minnesota Rules”), the parties to the attached Baskin-Robbins Restaurant Store Development Agreement (the "Store Development Agreement") agree as follows:

1. Sections 6.C and 8.D(4) of the Store Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

2. Section 7.A of the Store Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Store Development Agreement.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement (the "Store Development Agreement") agree as follows:

4. Sections 6.C and 8.D(4) of the Store Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. Section 7.A of the Store Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Store Development Agreement.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

1. **Background.** We and you are parties to that certain Baskin-Robbins Restaurant Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Baskin-Robbins Restaurant will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and will operate the Baskin-Robbins Restaurant in North Dakota.

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("we"), and _____, a _____ ("you").

1. **Background.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Combo Restaurant will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and will operate the Combo Restaurant in North Dakota.

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

1. **Background.** We and you are parties to that certain Baskin-Robbins Restaurant Store Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the “SDA”). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in North Dakota.

2. **Releases.** The following language is added to the end of subparagraphs 6.C and 8.D(4) of the SDA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC, a Delaware limited liability company ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____, a _____ ("you").

1. **Background.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "SDA"). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in North Dakota.

2. **Releases.** The following language is added to the end of subparagraphs 6.C and 8.D(4) of the SDA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

EXHIBIT F
TO THE BASKIN-ROBBINS FDD
OPTION TO ASSUME LEASE

OPTION TO ASSUME LEASE

THIS OPTION TO ASSUME LEASE (this "Option") is made and entered into this _____, by and between _____ ("Landlord") and _____ ("Tenant") and modifies that certain Lease by and between Landlord and Tenant (the "Lease") of even date herewith for the premises located at _____ (the "Premises").

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. If Tenant defaults under the Lease, or if Baskin-Robbins Franchising LLC ("Franchisor") terminates any or all of Tenant's franchise agreement(s) covering the Premises, Franchisor will have the option to assume the Lease. Landlord shall send Franchisor copies of all notices of default given to Tenant simultaneously with the delivery thereof to Tenant. All notices will be sent by nationally recognized overnight courier (with tracking capability). All notices to Franchisor shall be sent to Baskin-Robbins Franchising LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, Attn: Legal Department. All notices to Landlord shall be sent to: _____, Attn: _____.

2. Franchisor may, within 30 days after Franchisor's receipt of (a) written notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) within the period set forth in the Lease (which written notice shall be accompanied by a copy of the Lease) or (b) a copy of the current Lease from Landlord and any default(s) of Tenant following notice from Franchisor to Landlord that Franchisor has terminated any or all of Tenant's franchise agreement(s), notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease, Franchisor shall execute an agreement assuming all of Tenant's rights and obligations under the Lease effective as of the date of such assignment, subject to (i) Franchisor's right, upon receipt of Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, to assign the Lease to any third party and be released from any and all liability from and after the date of the assignment, (ii) Franchisor's right, without the need to obtain Landlord's consent, to sublet the Premises or assign the Lease to an approved franchisee of Franchisor, (iii) Franchisor not being subject to any provision of the Lease requiring continuous operation of a business in the Premises during any period the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 120 days in each instance, (iv) Franchisor not being bound by any Amendment (as hereinafter defined) to the Lease executed without obtaining Franchisor's prior written consent, and (v) Franchisor's right, if it subleases the Premises to a franchisee as provided above, to retain all consideration payable under such sublease.

3. Landlord further agrees that if the Lease contains any renewal or extension right and Tenant fails to exercise such right, Landlord will give Franchisor written notice thereof, and Franchisor will have the right, within 30 days after receipt of such notice from Landlord, to exercise such renewal or extension right on the same terms and conditions set forth in the Lease. If Franchisor exercises such right, Landlord and Franchisor will execute a lease assumption agreement as set forth in Section 2 above.

4. Landlord and Tenant further agree that Franchisor or its affiliates, shall have the right, at its election, at any time, to take an assignment of the Lease, without the consent of Landlord. Upon request, Landlord shall promptly execute an acknowledgement of such assignment of the Lease.

5. If Franchisor exercises any right to assume or take an assignment of the Lease as set forth herein, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten (10) days of Franchisor's written notice, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and, if applicable, to Franchisor for all amounts that Franchisor pays to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs. The parties acknowledge and agree that upon expiration or earlier termination of the Lease, Tenant's loss of possession of the Premises, closure of the business on the Premises, expiration or earlier termination of the franchise agreement, or the like, Franchisor may enter the Premises without being guilty of trespass or tort to (a) de-identify the Premises and/or (b) remove from the Premises or its exterior any trademarked or trade property, proprietary software, equipment, design elements, signage, and/or other furniture or fixtures installed by Tenant or installed in connection with the Lease. Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Option may be electronically signed by the parties, which will be treated as an original copy as though ink-signed by duly authorized officers or other representatives of each party.

6. Landlord and Tenant further agree that they shall not enter into any amendment, supplement or modification of the Lease (each, an "Amendment"), which impacts Franchisor's rights under this Option in any respect, without the prior written consent of Franchisor.

7. Landlord and Tenant acknowledge and agree that Franchisor is intended to be a third-party beneficiary to this Option and shall be entitled to rely upon and directly enforce the provisions of this Option.

8. This Option amends the Lease between the parties described hereinabove and except as provided herein, all other terms of said Lease shall remain unchanged. In the event of any conflict between the terms of this Option and the terms of the Lease, the terms of this Option shall control.

LANDLORD

By: _____
Name: _____
Its: _____

TENANT

By: _____
Name: _____
Its: _____

EXHIBIT G
TO THE BASKIN-ROBBINS FDD
CURRENT BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES



CURRENT BASKIN-ROBBINS RESTAURANT FRANCHISEES

AS OF DECEMBER 29, 2024

| PC # | Franchisee | Address | City | ST | Phone |
|------------|--|----------------------------|---------------|----|---------------|
| 33665 4 | Seung H. Choi | 3030 Denali St | Anchorage | AK | (907)276-1955 |
| 35523 7 | Ryan R. Kim | 800 E Dimond Blvd | Anchorage | AK | (907)336-3331 |
| 36057 6 | Treat Yo Self LLC | 5000 Whitesburg Dr S | Huntsville | AL | (256)881-7920 |
| 36229 6 | Magneshkumar Patel and Dehuti K. Patel | 3064 Ross Clark Cir | Dothan | AL | (334)792-8221 |
| 36473 3 | FROZEN NILE LLC | 1539 Montgomery Highway | Hoover | AL | (205)848-2300 |
| 33221 8 | Wend-XX, Inc. | 901 Highway 71 N | Mena | AR | (479)394-0363 |
| 33232 6 | Broyles Hospitality, LLC | 988 S. Falls Blvd | Wynne | AR | 870-238-3714 |
| 33242 4 | Broyles Hospitality, LLC | 3148 Interstate 55 | Marion | AR | 870-739-4527 |
| 33491 9 | Wend-XX, Inc. | 1615 N. Hervey | Hope | AR | (870)777-7662 |
| 33568 4 | 1250 Truman Baker Dr, LLC | 1250 Truman Baker Dr | Searcy | AR | (501)305-2676 |
| 33588 3 | Jordan's Kwik Stop, Inc. | 647 Highway 67 S | Pocahontas | AR | (870)248-9315 |
| 33871 4 | Hans Properties, LLC | 408 E. 22nd St | Stuttgart | AR | (870)673-4445 |
| 33963 7 | Circle K Stores Inc., a Texas corporation | 620 Military Rd | Benton | AR | (501)860-6068 |
| 34193 3 | Circle K Stores Inc., a Texas corporation | 1611 N. Reynolds | Bryant | AR | (501)847-9340 |
| 34312 7 | Blackmon Oil, Inc. | 800 E Collin Raye Dr | De Queen | AR | (870)642-7860 |
| 34606 9 | Circle K Stores Inc., a Texas corporation | 12410 Highway 5 | Cabot | AR | (501)941-3770 |
| 34836 6 | Jordan's Kwik Stop, Inc. | 1414 N. Main St | Brinkley | AR | (870)734-1124 |
| 34888 1 | Jordan's Kwik Stop, Inc. | 2319 N Washington St | Forrest City | AR | (870)633-2545 |
| 34927 1 | R & R SCOOPS LLC | 13000 Chenal Pkwy | Little Rock | AR | (501)219-8515 |
| 35577 9 | Alamo Freeze LLC | 3052 Highway 62 | Mountain Home | AR | (870)492-4920 |
| 35588 5 | Geno's Pizza of Greenwood, LLC | 921 W Center St | Greenwood | AR | (479)252-6556 |
| 35649 8 | Jammin Investments LLC | 1735 W Hillsboro St | El Dorado | AR | (870)862-9999 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|--|--------------------------------|-------------|----|---------------|
| 35702 4 | Blackmon Oil, Inc. | 101 S Elm St | Gurdon | AR | (870)353-2888 |
| 35826 0 | Jordan's Kwik Stop, Inc. | 680 South Highway 77 | Manila | AR | (870)570-0013 |
| 35835 8 | BR-FS, LLC | 5509 Phoenix Ave | Fort Smith | AR | 479-434-4024 |
| 35951 0 | Jordan's Kwik Stop, Inc. | 804 East 8th St | Danville | AR | (479)495-2612 |
| 36087 0 | Pan Business LLC | 10102 N Rodney Parham Rd | Little Rock | AR | (501)227-5656 |
| 36313 3 | Blackmon Oil, Inc. | 859 N Cedar St | Bearden | AR | (870)356-2131 |
| 36413 2 | Circle K Stores Inc., a Texas corporation | 19820 Interstate 30 | Benton | AR | (501)316-4054 |
| 33929 2 | RUSJ LLC | 7555 N La Cholla Blvd | Tucson | AZ | (520)531-9198 |
| 33987 1 | CNE LLC | 4025 E Chandler Blvd | Phoenix | AZ | (480)704-2731 |
| 34242 6 | EAD Holdings, LLC | 6501 E Greenway Pkwy | Scottsdale | AZ | (480)998-0310 |
| 34352 1 | A LA MODE, LLC | 2487 S Gilbert Rd | Gilbert | AZ | (480)899-4859 |
| 34544 4 | HIRA 31 CORPORATION | 24870 N. Lake Pleasant Pkwy | Peoria | AZ | (623)566-4013 |
| 34911 6 | William Vanderbok & Patricia Vanderbok | 21151 E Rittenhouse Rd | Queen Creek | AZ | (480)888-8877 |
| 35083 6 | Table for 6, LLC | 1144 W Iron Springs Rd | Prescott | AZ | (928)777-7001 |
| 35214 4 | CASCADE HOLDINGS LLC | 15423 W Waddell Rd | Surprise | AZ | (623)584-0256 |
| 35219 4 | CNE LLC | 3455 Stockton Hill Rd | Kingman | AZ | (928)757-2415 |
| 35474 3 | Hira Ice Cream Shop Inc | 3655 W Anthem Way | Anthem | AZ | (623)551-3561 |
| 35503 9 | MG Assets LLC | 1939 E Baseline Rd | Gilbert | AZ | (480)813-4988 |
| 35780 6 | CASCADE HOLDINGS LLC | 485 S Watson Rd | Buckeye | AZ | (623)386-4727 |
| 36017 8 | YMAR LLC | 8670 E Broadway Blvd | Tucson | AZ | (520)721-4171 |
| 36020 6 | Joberry, Inc. | 4021 N. 75th Ave | Phoenix | AZ | (623)846-2944 |
| 36020 8 | SJW Enterprises, LLC | 1715 E Guadalupe Rd | Tempe | AZ | (480)839-5154 |
| 36020 9 | KRUSHNAM INVESTMENTS LLC | 13220 W Van Buren St | Goodyear | AZ | (623)932-4420 |
| 36021 0 | STEVEN AND ALEX INC | 1104 S Milton Rd | Flagstaff | AZ | (928)779-1012 |
| 36143 7 | CASCADE HOLDINGS LLC | 7665 W Bell Rd | Peoria | AZ | (623)486-5447 |
| 36144 1 | JS RAM LLC | 4547 E Cactus Rd | Phoenix | AZ | (602)996-2904 |
| 36144 3 | K6 FOODS, LLC | 3108 S. Mcclintock Dr | Tempe | AZ | (480)820-3916 |
| 36144 | SWEET HIRA GROUP INC | 4326 W. Bell Rd | Glendale | AZ | (602)978-4249 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|---|------------------------------|------------------|----|---------------|
| 5 | | | | | |
| 36144 7 | H & M Management Inc | 8841 N 19th Ave | Phoenix | AZ | (602)997-5144 |
| 36144 9 | William Vanderbok & Patricia Vanderbok | 4406 E Main St | Mesa | AZ | (480)924-1251 |
| 36145 7 | William Vanderbok & Patricia Vanderbok | 1229 S. Power Rd S | Mesa | AZ | (480)985-3131 |
| 36423 7 | PORECIC LLC | 11259 S Frontage Rd | Yuma | AZ | (928)247-9600 |
| 36506 9 | 31DERFUL FLAVS LLC | 1252 South Signal Butte Road | Mesa | AZ | (480)504-3704 |
| 36555 8 | PMPD Ventures LLC | 3165 South Alma School Road | Chandler | AZ | (480)247-6099 |
| 36560 6 | VALLABHA INC. | 883 S. Cotton Lane | Goodyear | AZ | (623)440-8100 |
| 33059 9 | VARNAM INC. | 7938 E Florence Ave | Downey | CA | (562)928-1995 |
| 33066 9 | O'BRIEN PROPERTIES LLC | 557 W Los Angeles Ave | Moorpark | CA | (805)529-5360 |
| 33067 4 | 7SCOOPS LLC | 4538 Lone Tree Wy | Antioch | CA | (925)754-9693 |
| 33069 0 | Ik Tera Hi Asra Incorporated | 965 S Tracy Blvd | Tracy | CA | (209)830-0900 |
| 33071 1 | Lajpaul K. Bhangu and Hirdepal S. Bhangu | 1684 Countryside Dr #G-2 | Turlock | CA | (209)656-8841 |
| 33073 9 | Harbhajan S. Dadwal & Harwinder K. Dadwal | 1534d Freemont Blvd | Seaside | CA | (831)899-0103 |
| 33108 9 | Farshid & Carol Bahari | 2084 S. Atlantic Blvd | Monterey Park | CA | (323)722-5094 |
| 33143 9 | Alan Lee and Hsueh Fang Yang | 247 W Jackson St | Hayward | CA | (510)887-5617 |
| 33152 3 | A. S. Muzibur Rahman | 18100 Chatsworth St | Granada Hills | CA | (818)832-1764 |
| 33173 5 | AJ & VJ, LLC | 2900 Standiford Ave | Modesto | CA | (209)579-2731 |
| 33179 3 | Petro Enterprises, Inc. | 13310 Osborne St | Arleta | CA | (818)834-2623 |
| 33183 5 | Kanaiya Corporation | 203 W. Imperial Hwy | Brea | CA | (714)529-3199 |
| 33204 7 | Phillip T. Guhl and Cynthia M. Guhl | 1123 S. Mission Rd | Fallbrook | CA | (760)728-8831 |
| 33205 3 | Maddox Resources, Inc. | 6333 Oakdale Rd | Riverbank | CA | (209)869-3131 |
| 33206 9 | S & P Enterprises, LLC | 301 Vann St | Williams | CA | (530)473-3247 |
| 33209 6 | Nirmal S Gill and Ramandeep S Gill | 1928 Clovis Ave | Clovis | CA | (559)298-3435 |
| 33227 8 | S&D N BOYS INC | 7379 Milliken Ave | Rancho Cucamonga | CA | (909)481-1130 |
| 33228 2 | Jeffrey W. Chappell & Joanne L. Chappell | 6021 Pacific Ave | Stockton | CA | (209)952-2961 |
| 33245 0 | MOMTAZ KIDS INC | 7301 Greenback Ln #C | Citrus Heights | CA | (916)727-6330 |
| 33245 2 | G & K Hersheco, Inc. | 6706 Stanford Ranch Rd #D1 | Roseville | CA | (916)772-8646 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|--|-------------------------------|----------------|----|---------------|
| 33246 2 | HJR Management Inc. | 32232 Dyer St | Union City | CA | (510)471-3131 |
| 33247 5 | Healthy Living Enterprise Inc. | 900 E Bidwell St | Folsom | CA | (916)983-0289 |
| 33251 5 | GKY, Inc. | 151 W Mcknight Way | Grass Valley | CA | (530)274-3188 |
| 33278 2 | TA Operating LLC | 5821 Dennis Mccarthy Rd | Lebec | CA | (661)663-4367 |
| 33301 5 | Healthy Living Enterprise Inc. | 5648 Folsom Blvd | Sacramento | CA | (916)450-9081 |
| 33301 6 | Joseph Narayan and Rita Narayan | 4720 Laguna Blvd | Elk Grove | CA | (916)683-3100 |
| 33472 1 | Kwatras LLC | 4355 Arden Way | Sacramento | CA | (916)489-5833 |
| 33476 9 | MANJEET SINGH ENTERPRISES, INC | 3378 Coach Lane | Cameron Park | CA | (530)672-9295 |
| 33555 0 | Kulveer Kaur | 10109 Folsom Blvd | Rancho Cordova | CA | (916)364-0303 |
| 33561 8 | SNI CORPORATION | 10941 Ventura Blvd | Studio City | CA | (818)755-3255 |
| 33570 8 | Her Family Enterprise LLC | 885 Colusa Ave | Yuba City | CA | (530)671-2210 |
| 33604 1 | ANALYSIS, INC. | 424 S Main St | Orange | CA | (714)634-4900 |
| 33616 3 | Phillip T. Guhl and Cynthia M. Guhl | 26580 Ynez Rd. Unit C | Temecula | CA | (951)296-0432 |
| 33620 3 | Antelope Valley Restaurant Group L.L.C. | 39340 10th Street W | Palmdale | CA | (661)947-6500 |
| 33627 6 | Lucky Corporation | 2130 Railroad Avenue | Pittsburg | CA | (925)439-9500 |
| 33628 7 | RayNaaz Inc. | 2221 Mchenry Ave | Modesto | CA | (209)408-0668 |
| 33657 8 | OM CORONA HOLDINGS INC | 1312 E Ontario Ave | Corona | CA | (951)372-9495 |
| 33668 7 | Noatak, LLC | 8417 Elk Grove Florin Road | Elk Grove | CA | (916)525-2531 |
| 33683 7 | SHIVA HOLDINGS INC. | 14600 Baseline Rd | Fontana | CA | (909)349-1540 |
| 33686 6 | Noatak, LLC | 8240 Calvine Rd | Sacramento | CA | (916)525-1531 |
| 33707 7 | JAVAID FAROOQI, INC. | 1699 Artesia Blvd | Gardena | CA | (310)329-0786 |
| 33710 9 | MIEN AMAI INC | 430 W Capitol Expy | San Jose | CA | (408)224-2031 |
| 33717 1 | LAUREN FOODS INC | 315 Vineyard Town Ctr | Morgan Hill | CA | (408)778-3388 |
| 33718 9 | JKB Lucky Inc. | 838 E Valley Blvd | Alhambra | CA | (626)458-0898 |
| 33721 2 | FAWBAR CORP. | 16280 Paramount Blvd | Paramount | CA | (562)602-8645 |
| 33724 2 | SUNAMI, INC. | 2611 Foothill Blvd | La Crescenta | CA | (818)248-8244 |
| 33729 8 | G & K Hersheco, Inc. | 2101 Natomas Crossing Dr | Sacramento | CA | (916)928-1188 |
| 33744 | AMARAMANI INC | 521 N. Montebello | Montebello | CA | (323)727-2728 |

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| 4 | | Blvd | | | |
| 33746 8 | CYGNUS LLC | 171 Branham Ln | San Jose | CA | (408)224-7153 |
| 33748 0 | Sabanegh, Inc | 1441 Meadowview Rd | Sacramento | CA | (916)399-8646 |
| 33811 6 | Tru-Emaan, LLC | 603-A-East University Dr | Carson | CA | (310)538-0112 |
| 33828 1 | Jon, Lester & Sharon Turovitz | 4241 Elverta Rd | Antelope | CA | (916)729-0100 |
| 33839 6 | LI & LI | 8750 Washington Blvd | Pico Rivera | CA | (626)202-7247 |
| 33848 2 | Kanaiya Corporation | 27642 Antonio Pkwy | Ladera Ranch | CA | (949)347-9131 |
| 33850 1 | LG Enterprise Corporation of California | 3002 San Gabriel Blvd | Rosemead | CA | (626)280-0066 |
| 33856 0 | Syncrasy | 1501 El Camino Real | Redwood City | CA | (650)367-6388 |
| 33868 1 | Steven M. & Lori L. Faries | 1055 Sperry Ave | Patterson | CA | (209)892-3131 |
| 33876 9 | LARA & LARA ENTERPRISES, INC. | 3351 W Century Blvd #104 | Inglewood | CA | (310)674-3131 |
| 33898 7 | SRZ Enterprises, Inc. | 7024 Magnolia Ave | Riverside | CA | (951)682-3131 |
| 33902 8 | VMYK BRIC CORPORATION | 12602 Amargosa Rd. | Victorville | CA | (760)245-3131 |
| 33911 4 | Manjit Ahluwalia | 20165 Saticoy St | Winnetka | CA | (818)341-5050 |
| 33973 9 | Jasbir S. Manak and Satwinder Kaur Manak | 1543 Retherford St | Tulare | CA | (559)685-5400 |
| 34023 8 | The Star & Crescent, Inc. | 4051 Inglewood Ave #104 | Redondo Beach | CA | (310)679-5786 |
| 34037 2 | T & Q Holdings LLC | 1924 Grant St | Concord | CA | (925)798-1660 |
| 34153 7 | CROSS WIND, INC. | 2601 Blanding Ave | Alameda | CA | (510)865-2231 |
| 34154 7 | VMYK BRIC I CORPORATION | 3503 W Stetson Ave | Hemet | CA | (951)929-9862 |
| 34170 0 | XLBLUE FOODS LLC | 1444 Pollard Rd | Los Gatos | CA | (408)871-7778 |
| 34203 4 | Urban Franchisee Holdings, LLC | 1950 W. Slauson Ave | Los Angeles | CA | (323)294-1131 |
| 34203 6 | Tasty Treat Holdings LLC | 1097 S. Green Valley Rd | Watsonville | CA | (831)536-5272 |
| 34221 0 | Joseph Hanokae and Farzad Baseri | 2661 E Florence Ave | Huntington Park | CA | (323)588-0703 |
| 34245 6 | BIKRAM GURKIRAN SANDHU LLC | 785 1st St | Gilroy | CA | (408)842-8842 |
| 34288 8 | VMYK BRIC CORPORATION | 12100 Palmdale Rd | Adelanto | CA | (760)530-9122 |
| 34288 9 | VMYK BRIC CORPORATION | 12285 Apple Valley Rd | Apple Valley | CA | (760)240-1305 |
| 34293 5 | KANDOLA & SONS, INC. | 3069 Travis Blvd | Fairfield | CA | (707)428-3131 |
| 34329 9 | Muhammad Farooq | 10930 Long Beach Blvd | Lynwood | CA | (310)742-4130 |

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| 34341 3 | SOHAL RANDHAWA LLC | 15108 S Harlan Rd | Lathrop | CA | (209)858-0031 |
| 34390 9 | Phillip T. Guhl and Cynthia M. Guhl | 29991 Canyon Hills Rd | Lake Elsinore | CA | (951)244-6222 |
| 34426 4 | Yeon Bin, Inc. | 7056 Archibald St | Eastvale | CA | (951)371-3111 |
| 34429 4 | Kanaiya Corporation | 23647 El Toro Rd | Lake Forest | CA | (949)770-6000 |
| 34558 1 | Mirza Enterprise Inc | 13435 Telegraph Rd | Whittier | CA | (562)944-0831 |
| 34569 0 | ABM Foods Inc | 1014 Plaza Dr | West Covina | CA | (626)814-3131 |
| 34607 2 | Bruce D. Pearson and Lene'e I. Pearson | 1607 Bellevue Rd | Atwater | CA | (209)358-7888 |
| 34653 0 | Urban Franchisee Holdings, LLC | 1850 W. Rosecrans Ave | Compton | CA | (310)638-3131 |
| 34667 7 | Phillip T. Guhl and Cynthia M. Guhl | 13477 Poway Rd | Poway | CA | (858)486-3131 |
| 34667 9 | M & A GLOBAL ENTERPRISES INC. | 10939 Firestone Blvd | Norwalk | CA | (562)807-3638 |
| 34761 3 | Tasty Treat Holdings LLC | 10742 Trinity Pkwy | Stockton | CA | (209)472-0222 |
| 34763 6 | Valeria Grano | 870 W El Monte Way | Dinuba | CA | (559)591-2927 |
| 34787 0 | Sweet and Frozen, LLC | 5039 Whittier Blvd | Los Angeles | CA | (323)268-8976 |
| 34787 3 | Ice Cream Avenue, Inc. | 9659 Milliken Ave | Rancho Cucamonga | CA | (909)476-5777 |
| 34807 3 | WHAT'S THE SCOOP, LLC | 7956 Vineland Ave | Sun Valley | CA | (818)764-3131 |
| 34815 8 | Napa ACE LLC | 9075 Windsor Rd | Windsor | CA | (707)838-4872 |
| 34839 6 | Limon Sage, Inc. | 2663 Cropley Ave | San Jose | CA | (408)946-3800 |
| 34839 7 | JAR Investment, Inc. | 30080 Haun Rd. | Menifee | CA | (951)301-1300 |
| 34842 5 | Neilesh Enterprises, Inc. | 5575 Balboa Ave | San Diego | CA | (858)292-5600 |
| 34860 9 | AAN Enterprises, Inc. | 3614 Pacific Coast Hwy | Torrance | CA | (310)375-3131 |
| 34861 9 | RMK Enterprises Inc. | 1717 Oakdale Road | Modesto | CA | (209)521-3111 |
| 34875 2 | SGS Sisters Incorporated | 5150 E Kings Canyon Rd | Fresno | CA | (559)252-3131 |
| 34897 6 | Gary T. Yarbrough and Maria L. Yarbrough | 3030 Plaza Bonita Rd #2075 | National City | CA | (619)832-8226 |
| 34930 2 | PURPLE SPOON, INC. | 2455 Sepulveda Blvd | Torrance | CA | (310)320-1331 |
| 34935 4 | Paramount Icecream & Foods, Inc. | 357 Jacklin Rd | Milpitas | CA | (408)946-3100 |
| 34943 9 | H and D Gill Bros Inc. | 2180 W Cleveland Ave | Madera | CA | (559)673-3100 |
| 34976 1 | AZKA GROUP INC | 759 S Vermont Ave | Los Angeles | CA | (213)674-7688 |
| 35058 | Gary T. Yarbrough | 2260 Otay Lakes Rd | Chula Vista | CA | (619)591-9631 |

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| 35069 8 | SNRS Enterprise LLC | 10550 Craftsman Way | San Diego | CA | (858)673-4000 |
| 35093 6 | TSEJ MEATS LLC | 1736 E Meats Ave | Orange | CA | (657)221-0496 |
| 35144 9 | VILASH & VILASH | 4005 Manzanita Ave | Carmichael | CA | (916)481-2379 |
| 35146 5 | Dakota Andekin | 501 N China Lake Blvd | Ridgecrest | CA | (760)384-3131 |
| 35175 2 | KRISDREW, INC. | 26582 Bouquet Canyon Rd | Santa Clarita | CA | (661)297-2131 |
| 35233 2 | M SWEET DESSERTS LLC | 328 N 2nd St | El Cajon | CA | (619)579-3131 |
| 35279 4 | VMYK BRIC I CORPORATION | 16922 Main St | Hesperia | CA | (760)949-0342 |
| 35301 9 | Shergill Investments Inc. | 585 I St | Reedley | CA | (559)638-3555 |
| 35305 7 | Dolce BG, Inc. | 1375 W Adams Blvd | Los Angeles | CA | (323)766-7910 |
| 35315 8 | Napa ACE LLC | 3373 Solano Ave | Napa | CA | (707)492-3100 |
| 35342 6 | Pink Spoon Corporation | 820 Sterling Pkwy | Lincoln | CA | (916)543-3000 |
| 35381 8 | H and D Gill Bros Inc. | 4425 W Ashlan Ave | Fresno | CA | (559)271-0310 |
| 35430 4 | Urban Franchisee Holdings, LLC | 1723 W Imperial Hwy | Los Angeles | CA | (323)754-3131 |
| 35442 8 | Sabiha&Sons LLC | 9930 Atlantic Ave | South Gate | CA | (310)956-0555 |
| 35460 5 | Tashjian, Inc. | 645 E Shaw Ave #Kk3 | Fresno | CA | (559)241-0144 |
| 35476 4 | Apollo Santee LLC | 9665 Mission Gorge Rd | Santee | CA | (619)328-1531 |
| 35487 1 | Premier Treats CV | 1170 Broadway | Chula Vista | CA | (619)576-3003 |
| 35492 5 | DGP GROUP INC | 779 Story Rd | San Jose | CA | (408)352-5360 |
| 35493 2 | Antelope Valley Restaurant Group L.L.C. | 38024 47th St E | Palmdale | CA | (661)878-8748 |
| 35506 0 | SGarman LLC | 365 Coddington Ctr | Santa Rosa | CA | (707)544-9516 |
| 35509 2 | M & DB ENTERPRISES LLC | 300 S Highland Springs Ave | Banning | CA | (951)769-1891 |
| 35510 1 | Khalsa Ice Cream | 5125 W Goshen Ave | Visalia | CA | (559)747-2568 |
| 35512 1 | Jasbir S. Manak | 902 W Henderson Ave | Porterville | CA | (559)310-2409 |
| 35513 8 | Shaina Valencia and Rafael Valencia | 791 Palm Ave | Imperial Beach | CA | (619)271-2540 |
| 35543 5 | Antelope Valley Restaurant Group L.L.C. | 19221 Golden Valley Rd | Santa Clarita | CA | (661)250-0031 |
| 35553 1 | Urban Franchisee Holdings, LLC | 911 N La Brea Ave | Inglewood | CA | (310)670-0841 |
| 35559 5 | MONVEEZ CORP | 616 W Ventura St | Fillmore | CA | (805)625-7171 |

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| 35565 8 | NOVIN FOOD CO. | 2614 Pico Blvd | Santa Monica | CA | (424)252-9359 |
| 35567 5 | Dolce BG, Inc. | 11175 Sierra Ave | Fontana | CA | (909)427-0922 |
| 35606 1 | Mir & Rizvi Inc. | 550 Hacienda Drive Suite 102 | Vista | CA | (760)630-1031 |
| 35625 9 | Poursalimi & Sons, Inc. | 1941 N Rose Ave | Oxnard | CA | (805)351-9450 |
| 35683 0 | MY Scoops | 39028 Winchester Rd | Murrieta | CA | (951)696-0331 |
| 35686 6 | MMA Developments LLC | 6761 N Milburn Ave | Fresno | CA | (559)374-5300 |
| 35688 6 | PINK SPOON FOODS INC | 12190 Perris Blvd | Moreno Valley | CA | (951)243-5815 |
| 35719 5 | VILASH & VILASH | 5428 Crossings Dr | Rocklin | CA | (916)624-3134 |
| 35723 9 | Antelope Valley Restaurant Group L.L.C. | 13790 Foothill Blvd | Sylmar | CA | (818)362-0118 |
| 35732 1 | Happy Desserts International | 2810 El Cajon Blvd | San Diego | CA | (619)255-8402 |
| 35740 6 | YEBOSEYO, INC. | 1820 N Perris Blvd | Perris | CA | (951)943-7744 |
| 35781 3 | Apreet & Sonz Inc | 2839 E Thousand Oaks Blvd | Thousand Oaks | CA | (805)370-8870 |
| 35789 4 | Mr and Mrs Ice Cream LLC | 3077 Clairemont Dr | San Diego | CA | (619)798-2073 |
| 35803 4 | Paresh Patel and Manishaben Patel | 125 Lake Boulevard | Redding | CA | (530)768-1521 |
| 35825 7 | Kanaiya Corporation | 1260 Hamner Ave | Norco | CA | (951)270-1969 |
| 35842 3 | ABM Foods Inc | 2047 Rancho Valley Dr | Pomona | CA | (909)729-5019 |
| 35848 1 | AMAFH ENTERPRISES | 140 W Anaheim St | Wilmington | CA | (310)935-2618 |
| 35851 3 | Peshawari Fun Inc | 7602 Balboa Blvd | Van Nuys | CA | (818)285-8664 |
| 35875 8 | Encino Franchise, Inc. | 17330 Ventura Blvd | Encino | CA | (818)453-8555 |
| 35877 3 | Yeon Bin, Inc. | 160 W Foothill Parkway | Corona | CA | (951)268-6690 |
| 35886 5 | Raj Kumar and Renu Singh | 2733 Calloway Dr | Bakersfield | CA | (661)679-4313 |
| 35891 9 | URBAN FRANCHISEE HOLDINGS #358919 INC. | 1629 E 103rd St | Los Angeles | CA | (323)538-7341 |
| 35901 0 | ABM Foods Inc | 1231 E Huntington Dr | Duarte | CA | (626)256-3331 |
| 35901 3 | SFS Foods Inc | 3564 Redondo Beach Bvd | Torrance | CA | (310)400-7014 |
| 35909 6 | FROZEN SPOON, INC. | 1219 Lomita Blvd | Harbor City | CA | (424)263-2620 |
| 35930 1 | VILASH & VILASH | 3700 Crocker Dr | Sacramento | CA | (916)822-4099 |
| 35945 0 | URBAN FRANCHISEE HOLDINGS 359450 INC. | 1831 S La Cienega Blvd | Los Angeles | CA | (310)559-3131 |
| 35979 | Antelope Valley Restaurant Group | 16544 Soledad | Santa Clarita | CA | (661)360-3005 |

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| 0 | L.L.C. | Canyon Road | | | |
| 35983 8 | The KJ Heller Company Inc. | 8690 Sierra College Blvd | Roseville | CA | (916)771-0530 |
| 36000 0 | Best Desserts, Inc. | 561 S. Lake Ave | Pasadena | CA | (626)795-9356 |
| 36000 2 | V. & L. TIRITYAN INC. | 1201 S Victory Blvd | Burbank | CA | (818)843-4651 |
| 36000 3 | Tasty Treat Holdings LLC | 419 N H St | Lompoc | CA | (805)736-3131 |
| 36000 4 | A. S. Muzibur Rahman | 15224 Vanowen St | Van Nuys | CA | (818)782-1187 |
| 36000 5 | Downtown A & I Incorporated | 410 S Glendora Ave | West Covina | CA | (626)919-1244 |
| 36000 7 | BDKE Enterprises, Inc. | 613 W Las Tunas Dr | San Gabriel | CA | (626)282-4069 |
| 36000 8 | 3543 LLC | 3543 Atlantic Ave | Long Beach | CA | (562)426-8488 |
| 36001 2 | EMAAN, INC. | 1423 W Redondo Beach Blvd | Gardena | CA | (310)532-3353 |
| 36001 5 | Tasty Treat Holdings LLC | 403 N Broadway | Santa Maria | CA | (805)925-7870 |
| 36001 6 | ICE CREAM IS FUN LLC | 432 Fair Oaks Ave | South Pasadena | CA | (626)799-8072 |
| 36001 7 | HWCI, LLC | 19465 Brookhurst St | Huntington Beach | CA | (714)963-4333 |
| 36001 9 | SUNRISE IBS LLC | 2657 W Lincoln Ave | Anaheim | CA | (714)827-0890 |
| 36002 1 | Downtown A & I Incorporated | 177 E College St | Covina | CA | (626)332-2511 |
| 36002 2 | Briar, Inc. | 5971 Warner Ave | Huntington Beach | CA | (714)846-3900 |
| 36002 3 | BDKE Enterprises, Inc. | 1427 S Baldwin Ave | Arcadia | CA | (626)445-2491 |
| 36002 6 | AC/DC ICE CREAM, INC. | 10226 Balboa Blvd | Granada Hills | CA | (818)360-3163 |
| 36002 8 | Sadegh Nojouki and Shabnam Ardalan | 738 Arneill Rd | Camarillo | CA | (805)482-9302 |
| 36002 9 | SEPULVEDA TREATS, INC. | 925 N Sepulveda Blvd | Manhattan Beach | CA | (310)372-9366 |
| 36003 0 | Bruder Corp. | 202 E. Highland Ave | San Bernardino | CA | (909)883-1881 |
| 36003 5 | Sean Lee | 13424 Crenshaw Blvd | Gardena | CA | (310)515-9594 |
| 36003 7 | Star & Crescent Foods, Inc. | 4066 S Victoria Ave | Los Angeles | CA | (323)299-4014 |
| 36003 9 | Don Pauley, Inc. | 8807 1/2 La Mesa Blvd | La Mesa | CA | (619)462-7215 |
| 36004 1 | William Sunstrum | 1112 S Coast Hwy | Oceanside | CA | (760)722-0654 |
| 36004 2 | Poursalimi & Sons, Inc. | 2853 E Main St | Ventura | CA | (805)648-4384 |
| 36004 7 | Double Scoops, LLC | 4314 W Magnolia Blvd | Burbank | CA | (818)845-3131 |
| 36004 8 | Khurshid M. Bhurawala & Gazala K. Bhurawala | 7620 Topanga Canyon Blvd | Canoga Park | CA | (818)888-8657 |

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| 36004 9 | Hanh Truong | 21d Penninsula Ctr | Rolling Hills | CA | (310)544-5044 |
| 36005 2 | Plaza Scoops Inc. | 3657 E Foothill Blvd | Pasadena | CA | (626)351-0411 |
| 36005 3 | KHANZ INC | 9514 Reseda Blvd | Northridge | CA | (818)701-9061 |
| 36005 4 | S2 GRAND COMPANY, LLC | 1832 N. Western Ave | Los Angeles | CA | (323)462-0066 |
| 36005 5 | Poursalimi & Sons, Inc. | 3520 S. Saviers Rd | Oxnard | CA | (805)483-7300 |
| 36005 6 | Guzler K Inc. | 211 E Foothill Blvd | Rialto | CA | (909)875-3333 |
| 36006 0 | Brazil's Ice Cream Shop, LLC | 3585 N Los Coyotes Diagonal | Long Beach | CA | (562)425-4416 |
| 36006 2 | Vishal K. Mehta and Mona V. Mehta | 318 E Main St | Santa Paula | CA | (805)525-6558 |
| 36006 3 | Entrepreneur Bros., Inc. | 307 N Maclay Ave | San Fernando | CA | (818)361-5510 |
| 36006 4 | Ice Box Trading LLC | 3611 1/2 State St | Santa Barbara | CA | (805)682-2296 |
| 36006 5 | Grace Byers | 11127 Venice Blvd | Los Angeles | CA | (310)836-4546 |
| 36006 7 | Jai Bakshi & Neena Bakshi | 405a E State St | Redlands | CA | (909)792-4322 |
| 36006 8 | KARJ CREAM RC INC. | 856 E Route 66 | Glendora | CA | (626)914-3133 |
| 36006 9 | HARRIS M. CORPORATION | 973 W Foothill Blvd | Claremont | CA | (909)621-4104 |
| 36007 3 | Mohammad Khan | 5455 Del Amo Blvd | Lakewood | CA | (562)867-9579 |
| 36007 5 | Yozalri Billing & Management Inc. | 4015 W. Point Loma Blvd | San Diego | CA | (619)222-2888 |
| 36007 8 | Syeda K.F. Hussain | 6989 La Palma Ave | Buena Park | CA | (714)521-5421 |
| 36007 9 | Aue Enterprises, Inc. | 15234 Whittier Blvd | Whittier | CA | (562)698-3435 |
| 36008 1 | MSDS Enterprise, Inc. | 2396 Fletcher Pkwy | El Cajon | CA | (619)462-3870 |
| 36008 5 | HANZLAH INVESTMENTS, LLC | 20445 Devonshire St | Chatsworth | CA | (818)998-6229 |
| 36008 6 | Shyam, Inc. | 12833 W. Chapman Ave | Garden Grove | CA | (714)750-2181 |
| 36009 1 | VARNAM INC. | 10212 Alondra Blvd | Bellflower | CA | (562)866-6560 |
| 36009 2 | Jatinder Chopra and Parveen Chopra and Jasbir Manak | 1632 S Mooney Blvd | Visalia | CA | (559)734-5434 |
| 36009 4 | DANIEL'S FRANCHISE OPERATIONS, INC | 1100 S Main St | Salinas | CA | (831)424-3203 |
| 36009 5 | Anna's Creamery, Inc | 4500 Florin Rd | Sacramento | CA | (916)422-8325 |
| 36009 8 | Hilltop Ice Cream, LLC | 2615 Middlefield Rd | Palo Alto | CA | (650)327-1636 |
| 36010 1 | Aarna Enterprises, Inc. | 2107 Roosevelt Ave | Redwood City | CA | (650)365-0331 |
| 36010 | Avneet Singh | 1658 Tennessee St | Vallejo | CA | (707)642-6464 |

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| 8 | | | | | |
| 36011 1 | John R. McAlister | 1249 W El Camino Real | Mountain View | CA | (650)940-9831 |
| 36011 4 | Paul M. Han | 100 Pelton Center Way | San Leandro | CA | (510)352-0842 |
| 36011 5 | Phx San Carlos Inc. | 1648 El Camino Real | San Carlos | CA | (650)591-2114 |
| 36011 7 | Mahmood Hassan and Mariam Hassan | 1105 S White Rd | San Jose | CA | (408)258-3600 |
| 36011 9 | 3E SHEN ENTERPRISE INC | 1137 S De Anza Blvd | San Jose | CA | (408)255-2811 |
| 36012 1 | XLBLUE FOODS LLC | 669 Broadway | Millbrae | CA | (650)697-6968 |
| 36012 3 | Luis Montalvo and Victoria Montalvo | 1409 Burlingame Ave | Burlingame | CA | (650)348-1204 |
| 36012 8 | Tulyag, LLC | 310 E Shields Ave | Fresno | CA | (559)227-7013 |
| 36012 9 | Frozen Delicacies Inc. | 2467 Forest Ave | San Jose | CA | (408)296-0707 |
| 36013 2 | Rodney J. Souza, Jr. and Tammy A. Souza | 135 Lakewood Mall | Lodi | CA | (209)334-3100 |
| 36013 4 | MIEN AMAI TS INC | 5353 Almaden Expy | San Jose | CA | (408)265-4321 |
| 36013 6 | Phx Legacy 2 Inc. | 133 E Third Ave | San Mateo | CA | (650)348-2454 |
| 36013 8 | Phx Oak Grove Inc. | 785 C Oak Grove Road | Concord | CA | (925)825-8720 |
| 36013 9 | LDCO LLC | 236 E St | Davis | CA | (530)298-9233 |
| 36014 0 | Hilltop Ice Cream, LLC | 863 Santa Cruz Ave | Menlo Park | CA | (650)323-9335 |
| 36014 1 | ARHAM LLC | 3850 Mowry Ave | Fremont | CA | (510)793-9923 |
| 36014 2 | SRM Desserts LLC | 1769 Grant Ave | Novato | CA | (415)897-9862 |
| 36014 5 | Jeffrey W. Chappell & Joanne L. Chappell | 2300 Pacific Ave | Stockton | CA | (209)464-2212 |
| 36014 6 | AJ & VJ, LLC | 20560 Redwood Rd | Castro Valley | CA | (510)537-4489 |
| 36102 0 | HARBASANT FOODS INC | 10598 San Pablo Ave | El Cerrito | CA | (510)524-0200 |
| 36102 1 | Aditya Holding LLC | 1302 S Winchester Blvd | San Jose | CA | (408)866-8885 |
| 36102 7 | Tasty Treat Holdings LLC | 703 E El Camino Real | Mountain View | CA | (650)964-7633 |
| 36102 8 | Amai Ventures, Inc. | 1023 Alameda De Las Pulgas | Belmont | CA | (650)593-1704 |
| 36103 6 | Scoop-JRS LLC | 7225 Regional St | Dublin | CA | (925)828-6033 |
| 36103 8 | Kody Davidson | 293 Merced Mall | Merced | CA | (209)722-1291 |
| 36103 9 | LDCO LLC | 812 Alamo Dr | Vacaville | CA | (707)446-2440 |
| 36104 0 | Tulyag, LLC | 5711 N 1st St | Fresno | CA | (559)431-0781 |

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| 36104 1 | Solo M. & Rama Patel | 1601 41st Ave | Capitola | CA | (831)476-3155 |
| 36104 2 | SRM Desserts LLC | 60 E Washington St | Petaluma | CA | (707)763-3131 |
| 36104 6 | Shinjung Food Corporation | 851 Cherry Ave | San Bruno | CA | (650)588-3960 |
| 36104 8 | Kurt Schoenweiler | 310 Westlake Center | Daly City | CA | (650)992-5734 |
| 36104 9 | Blue Fox Creamery LLC | 4001 Santa Rita Rd | Pleasanton | CA | (925)463-3161 |
| 36105 4 | WEUN CHAN INC. | 2968 Aborn Square Rd | San Jose | CA | (408)223-0484 |
| 36105 5 | Dhillon Group, LLC | 91 W. Court St | Woodland | CA | (530)662-0197 |
| 36105 8 | Moni Bapu LLC | 514 E Perkins St | Ukiah | CA | (707)234-8280 |
| 36105 9 | Sheraz Enterprises | 5359 Elkhorn Blvd | Sacramento | CA | (916)331-3638 |
| 36106 0 | GAB Management, LLC | 6375 Riverside Blvd | Sacramento | CA | (916)393-1331 |
| 36106 2 | Tasty Treat, Inc. | 9197a Kiefer Blvd | Sacramento | CA | (916)366-0432 |
| 36106 3 | Tasty Treat Holdings LLC | 2070 El Camino Real | Santa Clara | CA | (408)243-3131 |
| 36106 4 | Manteca Ice Cream, Inc. | 970 N Main St | Manteca | CA | (209)239-1031 |
| 36107 1 | NAIS Food Services, Inc. | 6585 Commerce Blvd | Rohnert Park | CA | (707)584-8594 |
| 36107 5 | Tulyag, LLC | 3505 W Walnut Ave | Visalia | CA | (559)734-8581 |
| 36107 6 | Harpreet S. Gill | 533 N 11th Ave | Hanford | CA | (559)583-8600 |
| 36107 9 | DDBDSJ | 26953 Mission Blvd | Hayward | CA | (510)733-3163 |
| 36108 1 | Napa ACE LLC | 2700 Yulupa Ave | Santa Rosa | CA | (707)526-3931 |
| 36108 5 | PHX Legacy Inc. | 5100 Clayton Rd Ste 28 | Concord | CA | (925)687-3131 |
| 36108 7 | Antonio & Karen Rodriguez | 333 S Main St | Red Bluff | CA | (530)529-0279 |
| 36108 9 | 7Cones LLC | 8894 Madison Ave | Fair Oaks | CA | (916)966-7713 |
| 36115 8 | Mahmood Hassan and Mariam Hassan | 2303 Mckee Rd | San Jose | CA | (408)259-4131 |
| 36116 6 | Anna's Creamery, Inc | 8755 Elk Grove Blvd | Elk Grove | CA | (916)685-3161 |
| 36116 9 | Rodney J. Souza, Jr. and Tammy A. Souza | 480 S Cherokee Ln | Lodi | CA | (209)369-8164 |
| 36117 5 | 7Sundaes LLC | 606 W El Camino Ave | Sacramento | CA | (916)921-6153 |
| 36117 6 | C&K 2020 LLC | 196 E Laurel Dr | Salinas | CA | (831)757-6031 |
| 36118 0 | TM IC COTTLE, LLC. | 5647 Cottle Rd | San Jose | CA | (408)224-3131 |
| 36118 | XLBLUE FOODS LLC | 15730 Los Gatos | Los Gatos | CA | (408)356-4433 |

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| 1 | | Blvd | | | |
| 36118 3 | SitPaps, a general partnership | 11960 W Highway 88 | Jackson | CA | (209)223-5422 |
| 36118 4 | Julius L. Pham and Debbie Yung | 1175a Arnold Dr | Martinez | CA | (925)229-3999 |
| 36118 6 | M&M Westlane, Inc | 7908 West Ln | Stockton | CA | (209)478-7731 |
| 36118 7 | Sung Pak and Young Pak | 406 Lighthouse Ave | Monterey | CA | (831)375-3131 |
| 36118 9 | George Sirogiannis and Helen Sirogiannis | 1630 E Hatch Rd | Modesto | CA | (209)538-4631 |
| 36119 5 | Virgil D. Loken and Patricia A. Loken and James L. Loken | 2246 Sunrise Blvd | Rancho Cordova | CA | (916)635-7150 |
| 36119 7 | T & Q Holdings LLC | 4493 Century Blvd | Pittsburg | CA | (925)778-2760 |
| 36119 8 | Ice Cream 72 LLC | 2005 Crow Canyon Pl | San Ramon | CA | (925)830-0455 |
| 36120 0 | PK&A LLC | 7040 Santa Teresa Blvd | San Jose | CA | (408)225-3100 |
| 36120 1 | 7SCOOPS LLC | 1145 2nd St | Brentwood | CA | (925)516-0231 |
| 36120 6 | Sundae FUNdae LLC | 230 Cochrane Plz | Morgan Hill | CA | (408)776-8037 |
| 36120 8 | JPR Superior Service Inc. | 901 N Carpenter Rd | Modesto | CA | (209)549-2466 |
| 36121 0 | Lajpaul K. Bhangu | 1111 S Main St Unit B2 | Manteca | CA | (209)823-1810 |
| 36121 1 | Sansberi LLC | 6467 Almaden Expy | San Jose | CA | (408)927-7318 |
| 36121 2 | SGS Sisters Incorporated | 950 Herndon Ave Ste 107 | Clovis | CA | (559)323-4848 |
| 36121 7 | HJR Management Inc. | 34980 Newark Blvd | Newark | CA | (510)793-5888 |
| 36121 8 | 7Shakes LLC | 1021 Helen Power Dr | Vacaville | CA | (707)446-3100 |
| 36122 1 | Hilltop Ice Cream, LLC | 44 Cabrillo Hwy N | Half Moon Bay | CA | (650)726-5006 |
| 36126 1 | JAR Investment, Inc. | 3760 Tyler St | Riverside | CA | (951)687-4222 |
| 36126 4 | Esco World, Inc. | 1217 N. Central Ave | Glendale | CA | (818)240-2131 |
| 36126 7 | ARKS Holdings LLC | 7470 La Jolla Blvd | La Jolla | CA | (858)459-5353 |
| 36126 9 | H AND Z LLC | 104 E Yorba Linda Blvd | Placentia | CA | (714)528-3443 |
| 36127 0 | Farshid & Carol Bahari | 3605 S Bristol St | Santa Ana | CA | (714)979-9990 |
| 36127 2 | DELICIOUS TREATS, INC. | 1960 Ximeno Ave | Long Beach | CA | (562)597-3914 |
| 36127 4 | Purple Hippo, Inc. | 6907 Atlantic Ave | Bell | CA | (323)773-1131 |
| 36127 5 | Kunavut Kunchavalee | 4048 W 3rd St | Los Angeles | CA | (213)389-5277 |
| 36127 9 | Raj Kumar and Renu Singh | 5460 Stockdale Hwy | Bakersfield | CA | (661)323-4392 |

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| 36128 3 | GRMM CORPORATION | 3127 S Hacienda Blvd | Hacienda Heights | CA | (626)336-1738 |
| 36129 0 | Antelope Valley Restaurant Group L.L.C. | 44150 10th St W | Lancaster | CA | (661)942-1731 |
| 36129 1 | Farshid & Carol Bahari | 201 W 17th St | Santa Ana | CA | (714)541-0050 |
| 36129 6 | PINK SPOONZ INC | 1720 E Los Angeles Ave | Simi Valley | CA | (805)526-6377 |
| 36129 7 | Tariq Investment Corporation | 13315 Victory Blvd | Van Nuys | CA | (818)787-3382 |
| 36129 9 | Sean Lee | 21113 Hawthorne Blvd | Torrance | CA | (310)540-2016 |
| 36130 7 | M & M Sweet Scoops LLC | 4344 Bonita Rd | Bonita | CA | (619)475-4131 |
| 36130 9 | Bich Dung Thi Phan | 18051 Magnolia St | Fountain Valley | CA | (714)964-1551 |
| 36131 2 | S & B FAMILY INC | 10563 Riverside Dr | Toluca Lake | CA | (818)753-8000 |
| 36131 4 | UZ Qazi Group Inc. | 23432 Lyons Ave | Newhall | CA | (661)255-3131 |
| 36131 6 | HARRIS M. CORPORATION | 1528 Foothill Blvd | La Verne | CA | (909)596-3454 |
| 36131 9 | BSBCK Inc. | 9691 Baseline Rd | Cucamonga | CA | (909)948-7521 |
| 36132 4 | Antelope Valley Restaurant Group L.L.C. | 4019 W Avenue L | Lancaster | CA | (661)943-2666 |
| 36132 5 | Munir Ibrahimbhay Nizami and Kaushar Munir Nizami | 4193 Ball Rd | Cypress | CA | (714)827-1081 |
| 36132 6 | GAAM, Inc. | 7628 Reseda Blvd | Reseda | CA | (818)996-0383 |
| 36133 1 | KARJ CREAM RC INC. | 8786 19th St | Rancho Cucamonga | CA | (909)989-8055 |
| 36133 2 | A & N Ice Cream Inc. | 1493 E Plaza Blvd | National City | CA | (619)477-5559 |
| 36133 3 | J & SON ICE CREAM INC | 5697 Kanan Rd | Agoura | CA | (818)991-9106 |
| 36133 4 | DEVOTO BUSINESS DEVELOPMENT Corporation | 33621 Del Obispo St | Dana Point | CA | (949)661-2870 |
| 36133 6 | Fig & Olive, Inc. | 5802 N. Figueroa St | Highland Park | CA | (323)254-2948 |
| 36133 9 | 786 ICE CREAM INC | 6422 Platt Ave | West Hills | CA | (818)884-4789 |
| 36134 3 | JAMIA ICE CREAM CORPORATION | 2389 Michael Dr | Newbury Park | CA | (805)499-3777 |
| 36134 7 | Thevin Tan | 3516 W Sunset Blvd | Los Angeles | CA | (323)663-5627 |
| 36135 0 | TSEJ LLC | 1646 W. Katella Ave #4 | Anaheim | CA | (714)772-8441 |
| 36135 2 | Andrew T. Won | 12192 Central Ave | Chino | CA | (909)627-8347 |
| 36135 8 | MASHALLAH ICE CREAM CORPORATION | 9502 Sepulveda Blvd | North Hills | CA | (818)891-4905 |
| 36136 0 | 4552 LLC | 4552 Atlantic Ave | Long Beach | CA | (562)423-1575 |
| 36136 | Essem Enterprises | 12540 South St | Cerritos | CA | (562)924-0656 |

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| 1 | | | | | |
| 36136 7 | BSBCK Inc. | 8648 Whittier Blvd | Pico Rivera | CA | (562)948-3431 |
| 36136 8 | Poursalimi & Sons, Inc. | 501 S Ventura Rd | Oxnard | CA | (805)382-2605 |
| 36136 9 | Farshad Don Baharinejad | 400 W Willow St | Long Beach | CA | (562)426-4879 |
| 36137 1 | J&Family Ice Cream Corp | 8329 Laurel Canyon Blvd | Sun Valley | CA | (818)504-1040 |
| 36137 2 | M. Yasin I. Shaikh and Akhter M. Shaikh and Shahid M. Shaikh | 3818 Peck Rd | El Monte | CA | (626)579-5937 |
| 36137 3 | RSM786, Inc. | 3620 Nogales St | West Covina | CA | (626)913-2463 |
| 36137 4 | PRIME CREAMERY INC | 2700 E 1st St | Los Angeles | CA | (323)262-5731 |
| 36137 9 | Moon Enterprise Inc. | 1311 N Grand Ave | Covina | CA | (626)915-4114 |
| 36138 4 | TALAGANTE GROUP, INC. | 9844 Sierra Ave | Fontana | CA | (909)350-8531 |
| 36138 5 | Q & A Restaurants, Inc. | 8524 Rosecrans Ave | Paramount | CA | (562)630-3863 |
| 36138 8 | Mirza Enterprise Inc | 18322 Imperial Hwy | Yorba Linda | CA | (714)993-3132 |
| 36138 9 | LARISSA CORPORATION | 22922 Los Alisos Blvd | Mission Viejo | CA | (949)951-2672 |
| 36139 4 | BBB Development LLC | 1927 Harbor Blvd | Costa Mesa | CA | 949-645-8173 |
| 36139 7 | Pacific S-Mart, Inc. | 3203 Baldwin Park Blvd | Baldwin Park | CA | (626)338-8587 |
| 36140 2 | Happy Desserts International | 8250 Mira Mesa Blvd | San Diego | CA | (858)566-4031 |
| 36206 8 | Asad & T Inc. | 8700 Foothill Blvd | Sunland | CA | (818)352-1955 |
| 36206 9 | Khov Corporation | 870 E Foothill Blvd | Upland | CA | (909)946-5161 |
| 36207 0 | Poursalimi & Sons, Inc. | 1413 S Victoria Ave | Ventura | CA | (805)658-1481 |
| 36207 1 | VRSEHGAL, LLC | 14750 Beach Blvd | La Mirada | CA | (714)994-3130 |
| 36207 3 | SCOOP AND SMILE, INC | 6700 Laurel Canyon Blvd | North Hollywood | CA | (818)503-0188 |
| 36207 5 | DarmilBR Inc. | 18551 E Chapman Ave | Orange | CA | (714)633-6631 |
| 36207 6 | Thevin Tan and Farlida Raksanoh | 1693 N Eastern Ave | Los Angeles | CA | (323)267-1301 |
| 36207 7 | ABM Foods Inc | 104 W Foothill Blvd | Monrovia | CA | (626)357-5233 |
| 36207 9 | S2 GRAND COMPANY, LLC | 2210 Griffin Way | Corona | CA | (951)272-0357 |
| 36208 1 | N&R Company, Inc. | 1013 S Gaffey St | San Pedro | CA | (310)547-1809 |
| 36208 2 | Frozen Assets Inc. | 1443 N Hacienda Blvd | La Puente | CA | (626)917-1175 |
| 36208 4 | RSM786, Inc. | 557 W Arrow Hwy | San Dimas | CA | (909)599-6369 |

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| 36208 8 | Kyung Kim and Kirion Kim | 10820 Beverly Blvd | Whittier | CA | (562)695-7911 |
| 36209 3 | Booza SM Inc. | 730 Nordahl Rd | San Marcos | CA | (760)489-0878 |
| 36209 4 | MORENO VALLEY TREATS, INC. | 12625 Frederick St | Moreno Valley | CA | (951)653-3310 |
| 36209 9 | INSIDE SCOOP, INC. | 4200 Chino Hills Pkwy | Chino Hills | CA | (909)393-9705 |
| 36210 0 | Z.L.Z. Inc. | 201 Main St | Huntington Beach | CA | (714)969-0600 |
| 36210 5 | SSER 126 INC. | 6731 Westminster Blvd | Westminster | CA | (714)379-9583 |
| 36210 6 | FAWBAR CORP. | 701 S. Weir Canyon Rd | Anaheim | CA | (714)974-3100 |
| 36210 7 | Khov Corporation | 7247 Boulder Ave | Highland | CA | (909)425-0329 |
| 36211 1 | Big Halo 2, LLC | 78520 Highway 111 | La Quinta | CA | (760)296-1074 |
| 36211 2 | JAR Investment, Inc. | 31375 Date Palm Dr | Cathedral City | CA | (760)324-8188 |
| 36211 4 | Phillip T. Guhl and Cynthia M. Guhl | 1247 E Valley Pkwy | Escondido | CA | (760)741-3100 |
| 36211 7 | LAMAR SWEET TREATS | 2510 S Grove Ave | Ontario | CA | (909)930-5222 |
| 36211 8 | Jeffrey Perkins, Inc. | 5145 E Los Angeles Ave | Simi Valley | CA | (805)583-3331 |
| 36211 9 | Rock Salt Sweets, LLC | 22461 Antonio Pkwy | Rancho Santa Margarita | CA | (949)858-3311 |
| 36212 5 | TSEJ LA PAZ LLC | 26886 La Paz Rd | Laguna Hills | CA | (949)831-3175 |
| 36213 0 | SNRS Enterprise LLC | 11495a Carmel Mountain Rd | San Diego | CA | (858)592-0031 |
| 36215 2 | 7Cones LLC | 1440 Ary Ln | Dixon | CA | (707)678-4678 |
| 36215 3 | MOCCA Investments, Inc. | 1060 Willow St | San Jose | CA | (408)275-0131 |
| 36215 4 | Jay Darren Yanos and Donna Jean Yanos | 5020 Foothills Blvd | Roseville | CA | (916)782-3117 |
| 36215 5 | Tarandeep Kaur | 1199 40th St | Emeryville | CA | (510)817-4353 |
| 36216 0 | ZORRO ADVISORS INC. | 4323 1st St | Livermore | CA | (925)371-7031 |
| 36216 3 | Sung Pak and Young Pak | 1740 Airline Hwy | Hollister | CA | (831)637-4383 |
| 36216 6 | JOLLY CONES, INC. | 1493 W Whittier Blvd | La Habra | CA | (562)691-9988 |
| 36216 7 | SUNSHINE ENTERPRISES, INC. | 5424 Topanga Canyon Blvd | Woodland Hills | CA | (818)999-6480 |
| 36216 9 | Esco World, Inc. | 1010 N Glendale Ave | Glendale | CA | (818)241-3131 |
| 36217 0 | SMA Enterprises, Inc. | 512 N. Euclid St | Anaheim | CA | (714)758-3887 |
| 36224 5 | David A. Lazar & Rhonda K. Lazar | 1720 W Campbell Ave | Campbell | CA | (408)379-1044 |
| 36224 | Mann Brothers Foods, Inc. | 3330 Floral Ave | Selma | CA | (559)891-9031 |

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| 6 | | | | | |
| 36224 9 | Brainfreeze Inc. | 325 W Pacheco Blvd | Los Banos | CA | (209)827-4265 |
| 36229 7 | Frozen Assets Inc. | 18252 E. Gale Ave | City Of Industry | CA | (626)964-2621 |
| 36328 1 | CVICS Corp. | 775 South Bethel Avenue | Sanger | CA | (559)399-3275 |
| 36334 8 | Lsb Development, Inc. | 13662-C Newport Avenue | Tustin | CA | (714)669-9300 |
| 36363 6 | DYS, Inc. | 1765 E Bayshore Rd | East Palo Alto | CA | (650)289-9778 |
| 36392 2 | Happy Desserts International | 780 Dennergy Rd | San Diego | CA | (619)255-8765 |
| 36406 5 | Syeda Zehra LLC | 1223 South Diamond Bar Boulevard | Diamond Bar | CA | (909)764-7962 |
| 36428 5 | OGMJ Inc. | 1772p East Avenida De Los Arboles | Thousand Oaks | CA | (805)492-0042 |
| 36481 8 | BR DELANO | 710 Woollomes Avenue | Delano | CA | (661)778-0041 |
| 36482 6 | ALTAIR SOLUTIONS LLC | 341 South Lincoln Avenue | Corona | CA | (951)268-6132 |
| 36509 7 | Tulyag, LLC | 8959 North Cedar Avenue | Fresno | CA | (559)321-8104 |
| 36509 9 | Fig & Olive, Inc. | 4550 West Pico Boulevard | Los Angeles | CA | (213)762-0031 |
| 36510 3 | S&V FOOD INC | 155 West Hanford Armona Road, Suite J | Lemoore | CA | (559)633-8828 |
| 36518 9 | AU Enterprise Inc | 22200 Barton Road #C | Grand Terrace | CA | (909)219-5065 |
| 36551 7 | JEM2911, INC | 6895 Katella Ave | Cypress | CA | (714)232-9266 |
| 36552 9 | LA Franchise Inc | 11870 Santa Monica Boulevard | Los Angeles | CA | (424)371-5031 |
| 36556 3 | Tasty Treat Holdings LLC | 8040 White Lane | Bakersfield | CA | (661)412-4751 |
| 33120 0 | ALLIED ENTERPRISES, LLC | 1690 E Cheyenne Mountain Blvd | Colorado Springs | CO | (719)576-3331 |
| 33233 8 | Leaving Hand Prints, Inc. | 1155 S Havana St | Aurora | CO | (303)368-9000 |
| 34042 8 | Millet Desserts, Inc. | 6048 Stetson Hill Blvd | Colorado Springs | CO | (720)745-0624 |
| 34523 5 | J & J ENTERPRISES INC | 3626 Highlands Ranch Pkwy | Highlands Ranch | CO | (303)346-5955 |
| 34918 8 | Golden Pines, Inc. | 1710 Briargate Blvd. | Colorado Springs | CO | (719)265-8989 |
| 35184 2 | Love Desserts, Inc. | 281 E 29th St | Loveland | CO | (720)745-0669 |
| 35343 6 | SALAM, INC. | 14200 E Alameda Ave | Aurora | CO | (720)216-1136 |
| 35364 3 | Dino Bites LLC | 2704 S Prairie Ave | Pueblo | CO | (719)696-9649 |
| 35654 4 | Summers Ice Cream LLC | 922 E Hailey Lane | Pueblo West | CO | (719)547-4344 |

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| 35659 7 | Cool Cones, Inc. | 2028 35th Ave | Greeley | CO | (970)330-3242 |
| 35660 9 | SMJCOS Ltd | 1343 Interquest Pkw | Colorado Springs | CO | (719)619-6983 |
| 35862 0 | Millet Desserts, Inc. | 1844 Hover St | Longmont | CO | (720)745-0646 |
| 35880 5 | Colorado Cones, Inc. | 7645 W 88th Ave | Arvada | CO | (303)420-0247 |
| 36014 8 | Frozen Spoon CSTJ, LLC | 32 Town Plaza | Durango | CO | (970)247-1231 |
| 36016 3 | Yuki CS LLC | 3865 E. Pikes Peak Ave | Colorado Springs | CO | (719)597-7072 |
| 36016 7 | Millet Desserts, Inc. | 28206 Highway 74 | Evergreen | CO | (720)745-0742 |
| 36018 4 | Desserts Only, Inc. | 3912 Wadsworth Blvd | Wheat Ridge | CO | (720)745-0731 |
| 36142 4 | My Girls Ice Cream Inc. | 6764 W Coal Mine Ave | Littleton | CO | (303)979-7613 |
| 36142 9 | Millet Desserts, Inc. | 3944 E 120th Ave | Denver | CO | (720)745-0661 |
| 36143 0 | Leaving Hand Prints, Inc. | 16861 E. Iliff Ave | Aurora | CO | (303)755-2334 |
| 36143 2 | Millet Desserts, Inc. | 8424 Federal Blvd | Westminster | CO | (720)745-0709 |
| 36204 5 | Parker, Inc. | 10920 S. Parker Rd | Parker | CO | (303)841-1171 |
| 36314 8 | Cheyenne Desserts, Inc. | 6130 Firestone Boulevard | Firestone | CO | (720)745-0632 |
| 36413 7 | CREATIVE CONES, INC. | 455 East Main Street | Windsor | CO | (970)795-4008 |
| 36433 6 | Love Desserts, Inc. | 9874 Grant Street | Thornton | CO | (720)745-0633 |
| 33120 9 | DK Foust LLC | 91 Eglin Pkwy Ne | Fort Walton Beach | FL | (850)302-0200 |
| 36080 5 | Morar Corporation | 2106 S Florida Ave | Lakeland | FL | (863)688-4168 |
| 36083 5 | Saraya Rouchon | 205 Gulf Breeze Pkw | Gulf Breeze | FL | (850)934-6958 |
| 36192 9 | Rich & Creamy Ice Cream Parlor, Inc. | 215 N Atlantic Ave | Daytona Beach | FL | (386)253-3131 |
| 36451 9 | CDDK FOUST LLC | 4350 Bayou Boulevard Unit 1 | Pensacola | FL | (850)484-9000 |
| 34822 9 | JCTW Ventures, LLC | 2445 Airport Thruway | Columbus | GA | (706)507-3300 |
| 35421 3 | Rosmar Inc. | 10800 Alpharetta Hwy | Roswell | GA | (770)299-1230 |
| 35422 9 | V & S Investments, Inc. | 2847 Battlefield Pkw | Fort Oglethorpe | GA | (706)861-3131 |
| 36057 4 | Cold JAM Ventures, Inc. | 2335 Peachtree Rd Ne | Atlanta | GA | (404)261-6215 |
| 33046 9 | 31 AIKALIMA LLC | 2100 Kanoelehua Ave D2 | Hilo | HI | (808)959-3331 |
| 33060 1 | 31 AIKALIMA LLC | 87-2070 Farrington Hwy | Waianae | HI | (808)668-5104 |
| 33079 | 31 AIKALIMA LLC | 70 E Kaahumanu | Kahului | HI | (808)873-0331 |

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| 2 | | Ave | | | |
| 34071 6 | 31 AIKALIMA LLC | 91-1001 Kaimalie St | Ewa Beach | HI | (808)689-4144 |
| 34235 0 | A & D Pacific, Inc. | 95-1249 Meheula Parkway | Mililani | HI | (808)623-9999 |
| 34290 0 | 31 AIKALIMA LLC | 94673 Kupuohi St | Waipahu | HI | (808)671-7775 |
| 34383 6 | A & D Pacific, Inc. | 930 Valkenburgh St | Honolulu | HI | (808)421-0888 |
| 34816 2 | Omar S. Dy and Jane Go Averia | 108 Hekili Street | Kailua | HI | (808)261-2770 |
| 34841 5 | 31 AIKALIMA LLC | 98-199 Kamehameha Highway | Aiea | HI | (808)488-0031 |
| 34854 7 | 31 AIKALIMA LLC | 1620 N School St | Honolulu | HI | (808)847-3131 |
| 34865 7 | 31 AIKALIMA LLC | 2255 Kalakaua Avenue | Honolulu | HI | (808)931-8831 |
| 36202 9 | 31 AIKALIMA LLC | 94-799 Lumiaina St | Waipahu | HI | (808)676-6047 |
| 36203 4 | Brooke Cho Incorporated | 45-480 Kaneohe Bay Dr | Kaneohe | HI | (808)247-7131 |
| 36203 6 | Delta Yankee Pacific, Inc. | 590 Farrington Hwy | Kapolei | HI | (808)674-0131 |
| 36203 7 | A & D Pacific, Inc. | 1618 S. King St | Honolulu | HI | (808)947-7300 |
| 36345 5 | 31 AIKALIMA LLC | 820 W Hind Dr | Honolulu | HI | (808)377-5717 |
| 36377 7 | 31 AIKALIMA LLC | 91-5431 Kapolei Parkway Space 418 | Kapolei | HI | (808)693-8264 |
| 36524 8 | 31 AIKALIMA LLC | 75-971 Henry Street Space 201 | Kailua Kona | HI | (808)327-1308 |
| 36555 3 | 31 AIKALIMA LLC | 1450 Ala Moana Boulevard | Honolulu | HI | 8089493549 |
| 36037 2 | CRS Enterprises, Inc. | 7666 Hickman Rd | Windsor Heights | IA | (515)276-5227 |
| 36444 9 | Blissful Scoops, LLC | 1510 N Ankeny Blvd | Ankeny | IA | (515)349-6675 |
| 35933 4 | Boldt Enterprises - Nampa LLC | 337 Caldwell Blvd | Nampa | ID | (208)467-3103 |
| 36075 2 | KKS & BMB, Inc. | 245 E Appleway Ave | Coeur D Alene | ID | (208)667-0031 |
| 36075 5 | Tse Enterprises, LLC | 677 Blue Lakes Blvd N | Twin Falls | ID | (208)733-6555 |
| 36110 3 | Dennis G. Westerberg and Janet H. Westerberg | 1253 E 17th St | Idaho Falls | ID | (208)524-3131 |
| 36346 0 | BOLDT ENTERPRISES - FAIRVIEW LLC | 1890 E Fairview Ave | Meridian | ID | (208)639-1806 |
| 36526 7 | Boldt Enterprises Glenwood LLC | 7281 West State Street | Boise | ID | (208)853-7538 |
| 35271 7 | MNG COOL CONCEPTS II INC. | 106 Chatham Rd | Springfield | IL | (217)670-1111 |
| 36032 1 | Auhm Hari, Inc. | 1344 Shermer Rd | Northbrook | IL | (847)498-4343 |
| 36032 | Bing Icecream, Inc. | 2579 N Mulford Rd | Rockford | IL | (815)877-8646 |

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| 2 | | | | | |
| 361229 | MARUTI LLC | 15 S Randall Rd | Algonquin | IL | (847)854-3131 |
| 361238 | AJIT CORP. | 171 E North Ave | Glendale Heights | IL | (630)682-1107 |
| 361543 | Bing Icecream, Inc. | 4180 Newburg Rd | Rockford | IL | (815)397-6598 |
| 362177 | MNG Cool Concepts, Inc. | 1700 S Macarthur Blvd | Springfield | IL | (217)528-3131 |
| 331202 | H & Y Corporation | 2336 E 116th St | Carmel | IN | (317)844-1971 |
| 345328 | JSXB HOSPITALITY LLC | 3308 N Wheeling Ave | Muncie | IN | (765)289-9969 |
| 347659 | AS 347659 LLC | 1337 W 86th St | Indianapolis | IN | (317)259-8888 |
| 347878 | K & T Greene, Inc. | 85 S. Fruitridge Ave | Terre Haute | IN | (812)232-5200 |
| 350429 | Shining Petroleum LLC | 18094 Sw Vera Frontage Rd | Paxico | KS | (785)636-8488 |
| 352968 | Anil LLC | 11528 W 95th St | Overland Park | KS | (913)599-0031 |
| 354303 | AAS Ventures, LLC | 320 N 3rd St | Manhattan | KS | (785)537-3136 |
| 355875 | Silver Star LLC | 12021 Metcalf Avenue | Overland Park | KS | (913)701-6800 |
| 357053 | TOMMY'S PROPERTIES, L.L.C. | 2505 Fleming St | Garden City | KS | (620)276-3594 |
| 358727 | TOMMY'S PROPERTIES, L.L.C. | 1887 Highway 83 | Sublette | KS | (620)675-8602 |
| 360232 | Kenzlo LLC | 5425 Johnson Dr | Mission | KS | (913)262-3151 |
| 360245 | Shortman Enterprises, Inc. | 4400 Sw 21st St | Topeka | KS | (785)271-6802 |
| 361467 | Shortman Enterprises, Inc. | 2837 Se California Ave | Topeka | KS | (785)267-1144 |
| 361475 | Kansas Scoops LLC | 1012 W 6th St | Junction City | KS | (785)762-4655 |
| 362303 | Anil LLC | 11912 S. Strang Line Rd | Olathe | KS | (913)764-0031 |
| 362401 | TOMMY'S PROPERTIES, L.L.C. | 1521 E. Fulton St | Garden City | KS | (620)275-9794 |
| 364840 | STAR OF KC LLC | 1626 West 23rd Street | Lawrence | KS | (785)371-3000 |
| 336738 | The Thompson's Five, LLC | 115 N Locust Hill Dr | Lexington | KY | (859)266-9305 |
| 343763 | A & A GREEN, LLC | 4971 Dixie Hwy | Elizabethtown | KY | (270)234-8831 |
| 348559 | Sun Ventures, Inc. | 3500 Winchester Ave | Ashland | KY | (606)324-0031 |
| 349902 | The Thompson's Five, LLC | 3061 Fieldstone Way | Lexington | KY | (859)278-8821 |
| 353400 | Naik's LLC | 12418 La Grange Rd | Louisville | KY | (502)290-1117 |
| 357765 | THE PAR II, LLC | 202 Wayne Dr | Richmond | KY | (859)353-8545 |

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| 36054 0 | The Thompson's Five, LLC | 3383 Bates Creek Pke | Lexington | KY | (859)269-0031 |
| 36055 4 | R & A GREEN, LLC | 910 N Dixie Ave | Elizabethtown | KY | (270)765-5955 |
| 36055 8 | Hung Phi Tran | 1303 Us Highway 127 S | Frankfort | KY | (502)223-0665 |
| 36056 0 | Naik's LLC | 3959 Taylorsville Rd | Louisville | KY | (502)458-8243 |
| 36056 7 | CAN Limited Liability Company | 464 W Main Street | Danville | KY | (859)236-4175 |
| 36171 1 | Cones R Us, Inc. | 10264 Shelbyville Rd | Louisville | KY | (502)244-6883 |
| 36172 3 | Sun Ventures, Inc. | 52 Falls Creek Dr | Louisa | KY | (606)638-9999 |
| 36229 4 | THE PAR II, LLC | 228 N 3rd St | Bardstown | KY | (502)349-0993 |
| 36253 1 | A Sweet Deal, LLC | 1542 U.S. 31 West Bypass | Bowling Green | KY | (270)781-5684 |
| 33082 4 | Coy Fauchaux Jr. | 1597 Gause Blvd | Slidell | LA | (985)641-3131 |
| 33278 5 | A.J. Davis, Inc. | 4350 Hwy 22 | Mandeville | LA | (985)727-1931 |
| 34648 2 | Marta & Al Pertuz, LLC | 2628 Beene Blvd | Bossier City | LA | (318)752-0080 |
| 34718 1 | Marta & Al Pertuz, LLC | 7503 Youree Dr | Shreveport | LA | (318)798-2229 |
| 34792 4 | PETERSEN CARTEL LLC | 301 Bayou Garden Blvd | Houma | LA | (985)876-6004 |
| 34851 3 | THE L & B CORPORATION OF NEW ORLEANS | 5961 Bullard Ave | New Orleans | LA | (504)246-7035 |
| 35202 3 | FMGA, L.L.C. | 406 N Carrollton Ave | New Orleans | LA | (504)485-6500 |
| 35328 2 | Shree Dattatreya, LLC | 216 Lee Dr | Baton Rouge | LA | (225)663-2557 |
| 35475 0 | Marta & Al Pertuz, LLC | 855 Pierremont Rd | Shreveport | LA | (318)716-1181 |
| 35938 5 | BP SCOOPS & SMILES LLC | 2400 N 7th St | West Monroe | LA | (318)855-4107 |
| 36092 1 | William J. Dubois | 11222 Florida Blvd | Baton Rouge | LA | (225)275-3131 |
| 36092 8 | FMGA, L.L.C. | 739 Veterans Memorial Blvd | Metairie | LA | (504)831-4086 |
| 36093 0 | AAISAKREEM, LLC | 706 S Carrollton Ave | New Orleans | LA | (504)861-3342 |
| 36093 4 | AAISAKREEM, LLC | 700 Terry Pkwy | Terrytown | LA | (504)264-7300 |
| 36093 8 | ONE SCOOP UP LLC | 1104 E Main St | New Iberia | LA | (337)367-3531 |
| 36093 9 | RAY-RILEY LLC | 2202 W Thomas St | Hammond | LA | (985)542-0525 |
| 36094 4 | William J. Dubois | 1839 Staring Ln | Baton Rouge | LA | (225)769-3160 |
| 36094 5 | AAISAKREEM, LLC | 5013 Lapalco Blvd | Marrero | LA | (504)341-9831 |
| 36095 | JGS Enterprises, Inc. | 3600 Williams Blvd | Kenner | LA | (504)443-1695 |

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| 1 | | | | | |
| 360957 | BUJE, LLC | 234 Main St | Baker | LA | (225)775-3131 |
| 360958 | CAJUN SCOOPS, LLC | 4807 Johnston St | Lafayette | LA | (337)981-5531 |
| 364277 | Marta & Al Pertuz, LLC | 9462 Ellerbe Road | Shreveport | LA | (318)670-7254 |
| 364580 | CAJUN SCOOPS, LLC | 1911 Chemin Metairie Parkway | Youngsville | LA | (337)573-4337 |
| 364625 | Shree Dattatreya, LLC | 17066 Airline Highway | Prairieville | LA | (225)677-6302 |
| 347034 | Temitope Properties L.L.C. | 1504 York Rd | Lutherville | MD | (410)828-5511 |
| 360253 | F & MG, LLC | 3004 Hamilton St | Hyattsville | MD | (301)559-7979 |
| 360256 | Krishana Corporation | 10592b Metropolitan Ave | Kensington | MD | (301)942-1998 |
| 360270 | Temitope Properties L.L.C. | 2310 E Joppa Rd | Baltimore | MD | (410)668-0142 |
| 361224 | Lawnn GB Inc. | 6000 Greenbelt Rd | Greenbelt | MD | (301)345-0550 |
| 361492 | F & MG, LLC | 11601 Beltsville Dr | Beltsville | MD | (301)572-5533 |
| 361493 | LAWNN MD INC. | 8813 Branch Ave | Clinton | MD | (301)856-0031 |
| 361502 | OM-Posaria Inc. | 8802 Belair Rd | Baltimore | MD | (410)256-7710 |
| 363964 | Daanish Inc. | 1079 Seven Locks Road | Rockville | MD | (301)983-2300 |
| 364075 | DANISH INCORPORATED | 19316 Montgomery Village Avenue | Gaithersburg | MD | (240)720-6717 |
| 357895 | T&A TREATS LLC | 1917 W Grand River Ave | Okemos | MI | (517)898-2260 |
| 359062 | T&A TREATS LLC | 1595 W Lake Lansing Rd | East Lansing | MI | (517)657-7620 |
| 360412 | SCOOPS & SMILE INC | 1952 W Stadium Blvd | Ann Arbor | MI | (734)332-3493 |
| 360416 | PSN INVESTMENT GROUP, INC | 7205 Allen Rd | Allen Park | MI | (313)928-3131 |
| 360432 | True Scoops LLC | 801 N Euclid Ave | Bay City | MI | (989)686-3080 |
| 360440 | BUCHANAN-MILES LLC | 17138 Farmington Rd | Livonia | MI | (734)425-4860 |
| 360447 | HARI ICE CREAM LLC | 2979 E Big Beaver Rd | Troy | MI | (248)689-8509 |
| 364736 | T&A TREATS LLC | 619 North Marketplace Boulevard | Lansing | MI | (517)731-6958 |
| 365324 | WMICH BR ICE CREAM LLC | 5035 West Main Street | Kalamazoo | MI | (269)270-3557 |
| 365258 | Anoka Lunch Money LLC | 600 Green Haven Parkway | Anoka | MN | 999-999-9999 |
| 336916 | Delivering Happiness, LLC | 2301 North Belt Hwy | Saint Joseph | MO | (816)232-3100 |
| 34791 | TIRTH OM LLC | 118 N Conistor St | Liberty | MO | (816)781-1031 |

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| 6 | | | | | |
| 35138 9 | R.P.R. Enterprises, Inc. | 2110 Independence Center | Independence | MO | (816)795-8111 |
| 35373 6 | R.P.R. Enterprises, Inc. | 101 W 63rd St | Kansas City | MO | (816)523-3530 |
| 35398 5 | Jay Jogni Dola LLC | 4486 S Noland Rd | Independence | MO | (816)350-0131 |
| 35476 1 | Shining Petroleum LLC | 202 E Us Highway 40 | Bates City | MO | (816)625-3308 |
| 35493 6 | D.O.C. Restaurants of Southeast Missouri, LC | 1112 W Pine St | Poplar Bluff | MO | (573)727-9818 |
| 35652 3 | Umiya of KC, LLC | 5243 N Antioch Rd | Kansas City | MO | (816)454-0100 |
| 35932 4 | USA Investments, LLC | 402 E Business Us 60 | Dexter | MO | 901-647-5229 |
| 36051 3 | Shri Laxmi, Inc. | 9842 Clayton Rd | Ladue | MO | (314)997-5755 |
| 36052 3 | Shandad, LLC | 11730 Baptist Church Rd | Saint Louis | MO | (314)843-6438 |
| 36225 6 | BCAW Enterprises, LLC | 820 N Highway 67 | Florissant | MO | (314)839-7777 |
| 36226 2 | BCAW Enterprises, LLC | 512 S Main | O Fallon | MO | (636)379-2039 |
| 36229 9 | M&S Desserts Inc | 348 Southwest Blue Parkway | Lees Summit | MO | (816)246-8082 |
| 36262 5 | BCAW Enterprises, LLC | 1704 Broadway St | Cape Girardeau | MO | (573)290-0022 |
| 36574 9 | Jay Mahakal LLC | 313 North Dean Avenue | Raymore | MO | (816)425-4224 |
| 33221 9 | Lipscomb Oil Co., Inc. | 300 N. Davis Ave | Cleveland | MS | (662)843-6220 |
| 33555 3 | A - Squared Enterprises, LLC | 836 Harmony Ln | Tupelo | MS | (662)844-3137 |
| 33594 4 | OM NAMAH SHIVAYA LLC | 868 Highway 12 W | Starkville | MS | (662)323-3108 |
| 33798 2 | VRAJ, LLC | 1140 Highway 45 S | West Point | MS | (662)494-8183 |
| 34113 7 | Broyles Hospitality, LLC | 239 Highway 30 West | New Albany | MS | 662-534-3728 |
| 34119 8 | Dickerson Petroleum, Inc. | 98 Veteran'S Blvd | Kosciusko | MS | (662)289-1288 |
| 34136 9 | Broyles Hospitality, LLC | 28575 Highway 32 | Oakland | MS | 662-623-5133 |
| 34199 2 | ADDY AND ANA INC. | 4805 Bethel Rd | Olive Branch | MS | (662)890-9216 |
| 34294 9 | SRI SAI KRUPA INC | 7075 Malco Blvd | Southaven | MS | (662)349-4431 |
| 34432 1 | Oxford Junction, LLC | Hwy 7 South | Oxford | MS | (662)281-1440 |
| 34436 8 | Dickerson Petroleum, Inc. | 4850 Hwy 17 | Pickens | MS | (662)472-2674 |
| 34701 5 | Sai Lila, LLC | 8120 Camp Creek Blvd | Olive Branch | MS | (662)893-1231 |
| 34849 0 | Sunny Shell LLC | 1291 W. Government St | Brandon | MS | (601)824-2461 |

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| 34900 4 | Treats-N-More, LLC | 153 Ridgeway Rd | Flowood | MS | (601)919-1074 |
| 35279 8 | MEENA 1959 LLC | 2526 North Hills St | Meridian | MS | (601)286-5773 |
| 35298 5 | SAI, LLC | 4209 Clay St | Vicksburg | MS | (601)456-4869 |
| 35405 6 | JABA LLC | 1054 Gluckstadt Rd | Madison | MS | (601)573-2569 |
| 35492 4 | Bill's Food Mart, Inc. | 5341 Highway 178 W | Fulton | MS | (662)862-9998 |
| 35492 8 | A.N.G.S. Group, Inc. | 502 Highway 16 E | Carthage | MS | (601)267-5888 |
| 35550 2 | Broyles Hospitality, LLC | 2030 Sunset Dr | Grenada | MS | 662-226-5252 |
| 35571 5 | A.N.G.S. Group, Inc. | 850 East Main Street | Philadelphia | MS | (601)389-8015 |
| 35644 6 | A.N.G.S. Group, Inc. | 5657 Highway 25 | Flowood | MS | (601)919-9736 |
| 35724 4 | Thirty One on Grand, LLC | 179 Grandview Blvd | Madison | MS | (601)898-8322 |
| 35810 0 | Hare Krishna Byram LLC | 7360 S Siwell Rd | Byram | MS | (769)251-0651 |
| 35921 6 | Pacific Petroleum LLC | 3278 Hwy 309 N | Byhalia | MS | (662)893-0640 |
| 35933 7 | Tiger Food Mart LLC | 60256 Hatley Rd | Amory | MS | (662)597-2566 |
| 35950 8 | Haribhakt Inc | 2121 Highway 45 N | Columbus | MS | (662)798-0497 |
| 36087 5 | A - Squared Enterprises, LLC | 1011 West Main St | Tupelo | MS | (662)844-3144 |
| 36089 6 | M & S Desai, LLC | 1910 E County Line Rd | Ridgeland | MS | (601)957-3444 |
| 36092 7 | Om Shiv, LLC | 3720 Hardy St | Hattiesburg | MS | (601)264-8989 |
| 36262 1 | Como Travel Center, LLC | 591 E Oak St | Como | MS | (662)526-0309 |
| 36265 2 | AMBICA, INC. | 28078 Highway 28 | Hazlehurst | MS | 999-999-9999 |
| 36316 5 | VNR Unity Inc | 1709 N Harper Rd | Corinth | MS | (662)287-7731 |
| 36321 4 | Fabulous Flavors, Inc. | 3515 Goodman Rd W | Horn Lake | MS | (662)510-8204 |
| 36378 9 | 45 TRAVEL CENTER, LLC | 136 College Ave | Tupelo | MS | 901-351-9319 |
| 36385 3 | MQM PROPERTIES, LLC | 1483 Highway 306 | Coldwater | MS | (662)460-2081 |
| 36449 9 | HARIBHAKT AMORY LLC | 1221 U.S. 278 | Amory | MS | (662)597-2050 |
| 36481 0 | SAI DARSHAN LLC | 5209 Getwell Rd N | Southaven | MS | (662)270-3431 |
| 33676 1 | Shaw LLC | 405 Main St | Billings | MT | (406)252-7767 |
| 35672 4 | Shaw LLC | 308 6th Ave N | Billings | MT | 999-999-9999 |
| 36161 | Shaw LLC | 111 S. 24th St W | Billings | MT | (406)652-1351 |

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| 5 | | | | | |
| 36161 6 | GLACIER SWEETS, LLC | 1880 Brooks St | Missoula | MT | (406)542-2731 |
| 34764 1 | Glacé International Inc. | 1885 Firetower Rd | Greenville | NC | (252)321-7407 |
| 36097 1 | Glacé International Inc. | 1850 Skibo Rd | Fayetteville | NC | (910)864-3131 |
| 36097 3 | Sun MB, LLC | 3809 Oleander Dr | Wilmington | NC | (910)791-7192 |
| 33220 8 | TA Operating LLC | 4700 S. Lincoln Ave | York | NE | (402)362-2902 |
| 36435 4 | KEV'S CREAM COMPANY LLC | 55 Delsea Drive | Glassboro | NJ | (856)307-0000 |
| 33477 0 | Richard C. Serna | 4056 Cerrillos Rd | Santa Fe | NM | (505)474-3131 |
| 33749 4 | Sullins Development Corporation | 5241 Ouray Rd Nw #C | Albuquerque | NM | (505)831-3831 |
| 34516 9 | Sullins Development Corporation | 300 San Pedro Ne | Albuquerque | NM | (505)480-7581 |
| 34532 6 | ICE CRM Scoops, LLC | 3410 State Highway 528 Nw | Albuquerque | NM | (505)899-2860 |
| 34590 9 | GeorgiaJays LLC | 1205 E Highway 66 | Gallup | NM | (505)722-5445 |
| 35378 5 | Serna's Scoopers, LLC | 2345 Southern Blvd Se | Rio Rancho | NM | (505)994-3057 |
| 35572 1 | Richard C. Serna | 556 N Guadalupe St | Santa Fe | NM | (505)820-3131 |
| 35625 1 | ICE CRM Scoops, LLC | 3715 Las Estancias Ct Sw | Albuquerque | NM | (505)873-1231 |
| 36015 1 | Albert S. Albo | 1492 Missouri Ave | Las Cruces | NM | (575)521-3100 |
| 36015 2 | IceCRM Cones, LLC | 2201 Central Ave Nw | Albuquerque | NM | (505)843-6390 |
| 36015 6 | ABQ Vanilla, LLC | 11052 Montgomery Blvd Ne | Albuquerque | NM | (505)312-8610 |
| 36015 7 | Sweet Treats, LLC | 3030 E Main St | Farmington | NM | (505)327-3140 |
| 36140 9 | Scoops of Joy, LLC | 1841 Cerrillos Rd | Santa Fe | NM | (505)982-9031 |
| 36141 1 | ABQ Vanilla, LLC | 3515 San Mateo Blvd Ne | Albuquerque | NM | (505)884-7083 |
| 36141 6 | Stemax, Inc. | 717 Paseo Del Pueblo Sur | Taos | NM | (575)758-0031 |
| 36141 9 | FLAVORS GALORE, LLC. | 3457 Highway 47 | Los Lunas | NM | (505)865-7654 |
| 36205 7 | FTC, LLC | 8400 Menaul Blvd Ne Ste E | Albuquerque | NM | (505)294-3101 |
| 31041 9 | Flatco Holdings Sunset LLC | 4640 E Sunset Rd | Henderson | NV | (702)458-1108 |
| 33069 8 | JMS ENTERPRISE INC. | 9151 W Sahara Ave | Las Vegas | NV | (702)256-8831 |
| 33547 3 | PENNY ICE CREAM, LLC | 10604 S Eastern Ave | Henderson | NV | (702)896-5674 |
| 34237 0 | SJ Fun Park LLC | 6454 Sky Pointe Dr | Las Vegas | NV | (702)880-8801 |

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| 34648 4 | G&G Ice, LLC | 4360 Blue Diamond Rd | Las Vegas | NV | (702)269-0091 |
| 34763 4 | Steven Kwan and David Favy Kwan | 4500 W. Tropicana Ave | Las Vegas | NV | (702)365-7111 |
| 34788 0 | AAA Incorporated | 1145 N Mccarran Blvd | Sparks | NV | (775)359-3555 |
| 35226 0 | JMS ENTERPRISE INC. | 5515 Camino Al Norte | North Las Vegas | NV | (702)910-3131 |
| 35605 9 | PENELOPE ICE CREAM, LLC | 9765 West Flamingo Rd | Las Vegas | NV | (702)823-5156 |
| 35610 5 | 4J&M Foods LLC | 2300 Paseo Verde Parkway | Henderson | NV | (702)489-4281 |
| 35654 3 | AAA Incorporated | 395 E Plumb Lane | Reno | NV | (775)502-3535 |
| 35681 1 | SUGARCOATED VENTURES L.L.C. | 2483 Wingfield Hills Rd | Sparks | NV | (775)354-0163 |
| 35893 8 | PENELOPE CREAM, LLC | 10650 Southern Highlands Pkwy | Las Vegas | NV | (702)269-6190 |
| 35965 1 | PENNY CREAM LLC | 9770 S Maryland Parkway | Las Vegas | NV | (725)204-1112 |
| 36121 4 | FLATTCO HOLDINGS, LLC | 4420 E Charleston Blvd | Las Vegas | NV | (702)459-6925 |
| 36121 6 | Drumheller, Inc. | 5150 Mae Anne Ave | Reno | NV | (775)746-9344 |
| 36122 2 | Balwinderjit Kaur | 3947 S. Carson St | Carson City | NV | (775)885-8830 |
| 36122 3 | SJ Fun Park LLC | 4906 W Lone Mountain Rd #A105 | Las Vegas | NV | (702)655-8834 |
| 36187 0 | Debra A. Soares and Joao V. Soares | 4860 S Eastern Ave | Las Vegas | NV | (702)451-4976 |
| 36187 1 | PENELOPE 31, LLC | 3301 S Jones Blvd | Las Vegas | NV | (702)362-3177 |
| 36187 3 | H & H Holloway, Inc. | 510 S Boulder Hwy | Henderson | NV | (702)564-7482 |
| 36215 8 | AAA Incorporated | 2875 Northtowne Ln | Reno | NV | (775)355-0888 |
| 33550 4 | ADP Scoop, LLC | 166 New Hyde Park Rd | Franklin Square | NY | (516)616-4075 |
| 35906 4 | Bapa Chambers Rd Ice Cream LLC | 3317 Chambers Rd | Horseheads | NY | (607)398-2088 |
| 35919 4 | Bapa Painted Post Plaza Ice Cream LLC | 125 Victory Highway | Painted Post | NY | (607)684-6241 |
| 36064 3 | SWEET TOOTH WORLD INC | 170 E Park Ave | Long Beach | NY | (516)889-6950 |
| 36064 8 | SWEET TOOTH WORLD INC | 1596 Hillside Ave | New Hyde Park | NY | (516)354-9039 |
| 36065 4 | Kelton W.J. Corporation | 923 Port Washington Blvd | Port Washington | NY | (516)883-1870 |
| 36177 2 | Golden Touch Ice Cream Inc. | 4597 Sunrise Hwy | Bohemia | NY | (631)589-7896 |
| 36178 4 | Island Sweets USA Inc. | 834c Fort Salonga Rd | Northport | NY | (631)757-3615 |
| 36516 2 | STRR Foods LLC | 2080 Western Avenue | Guilderland | NY | (518)353-7171 |
| 34241 | SHAKER ICE CREAM, LLC | 16969 Chagrin Blvd | Cleveland | OH | (216)491-0611 |

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| 9 | | | | | |
| 36044 9 | Princess Enterprises, LLC | 4015 Secor Rd | Toledo | OH | (419)472-1000 |
| 33927 6 | Kat's Ice Cream, LLC | 9210 S Sheridan Rd | Tulsa | OK | (918)477-7031 |
| 34725 0 | Sweet Southern Cone LLC | 7502 N May Ave | Oklahoma City | OK | (405)418-4191 |
| 36248 4 | N-Ice Cream Enterprises, Inc. | 12802 E 86th St N | Owasso | OK | (918)376-4433 |
| 36356 9 | Littlefield Retail Group, Inc. | 1328 S Main St | Muldrow | OK | 479-646-0595 |
| 36439 3 | Basil LLC | 12190 South Waco Avenue | Glenpool | OK | (918)528-5697 |
| 33216 4 | Sherkat Inc. | 45w Division Ave | Eugene | OR | (541)607-6889 |
| 33218 1 | RENNIECORP LLC | 1839 Molalla Ave | Oregon City | OR | (503)722-2191 |
| 33218 2 | Hung Sam Joo and Jung Eon Joo | 16015 Sw Walker Rd | Beaverton | OR | (503)690-8469 |
| 33660 5 | Shannon Miller and Tyrone Miller | 1781 Washburn Way | Klamath Falls | OR | (541)883-1221 |
| 33679 7 | Chen Plus, LLC | 22035 Nw Imbrie Dr | Hillsboro | OR | 503-640-4442 |
| 34274 6 | SARAHJAYNE, INC. | 1124 Wallace Road Nw | Salem | OR | (503)364-0037 |
| 34596 0 | Daniel Kirkman and Patricia Kirkman | 300 Union Ave | Grants Pass | OR | (541)474-1546 |
| 36069 6 | Topper Todd, LLC | 11011 Ne Halsey St | Portland | OR | (503)253-8339 |
| 36069 8 | RENNIECORP LLC | 3239 Market St Ne | Salem | OR | (503)363-2352 |
| 36070 2 | M.N.M.S. LLC | 1815 Ne Cesar E Chavez Blvd | Portland | OR | (503)284-6478 |
| 36073 9 | Melting Assets, Inc. | 4060 River Rd N | Salem | OR | (503)390-0777 |
| 36182 2 | R & S Enterprises Inc. | 1200 Ne Burnside St | Gresham | OR | (503)661-1449 |
| 36182 4 | YOFSEL INCORPORATED | 19510 McLoughlin Blvd | Gladstone | OR | (503)656-0311 |
| 36183 0 | Frosti Delights LLC | 1100 Biddle Rd | Medford | OR | (541)773-3485 |
| 36184 2 | YOFSEL INCORPORATED | 18605 Sw Farmington Rd | Aloha | OR | (503)259-3301 |
| 36185 3 | Topper Todd, LLC | 3506 Se 122nd Ave | Portland | OR | (503)761-0539 |
| 36185 6 | Cow To Cone Inc. | 11705 Sw Pacific Hwy | Tigard | OR | (503)620-0794 |
| 36185 9 | JC SCOOPS LLC | 17773 Sw Lower Boones Ferry Rd | Lake Oswego | OR | (503)636-1999 |
| 36187 9 | Duddington Enterprises LLC | 475 Ne 181st Ave | Portland | OR | (503)512-8681 |
| 36189 6 | Melting Assets, Inc. | 474 Lancaster Dr Ne | Salem | OR | (503)371-8199 |
| 36190 8 | Dae Hyun Baek, Youn Hwa Chang and Eric J. Baek | 29911 Sw Boones Ferry Rd | Wilsonville | OR | (503)570-0317 |

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| 36191 0 | MORGAN HOMETOWN ICECREAM LLC | 61535 Highway 97 | Bend | OR | (541)385-1811 |
| 36200 8 | Miss B, LLC | 12054 Se Sunnyside Rd | Clackamas | OR | (503)698-8433 |
| 36028 2 | Cityline, B.R., Inc. | 7606 City Ave | Philadelphia | PA | (215)879-4610 |
| 36039 6 | DEAN ANN, INC. | 1110 Freeport Rd | Pittsburgh | PA | (412)781-9730 |
| 35064 4 | Sweet Scoops LLC | 1798 Ashley River Rd | Charleston | SC | (843)410-2100 |
| 35101 8 | KKS Management LLC | 1 Ray E Talley Ct | Simpsonville | SC | (864)962-9098 |
| 36085 0 | Bharatraj, LLC | 1106 Broad St | Sumter | SC | (803)773-2230 |
| 36197 1 | KOOL SCOOPS LLC | 280 W Coleman Blvd | Mount Pleasant | SC | (843)881-6741 |
| 36227 4 | DBP Scoops LLC | 9920 Two Notch Rd | Columbia | SC | (803)764-0044 |
| 36403 9 | KOOL SCOOPS LLC | 162 Seven Farms Drive | Charleston | SC | (843)471-1295 |
| 33121 0 | BPRP, Inc. | 1723 Memorial Blvd | Murfreesboro | TN | (615)895-3145 |
| 33232 0 | Stokely Hospitality Enterprises | 1420 Parkway | Sevierville | TN | (865)429-3131 |
| 33584 3 | E-Z Stop Food Marts, Inc. | 1764 W Broadway | Maryville | TN | (865)379-6525 |
| 33584 4 | E-Z Stop Food Marts, Inc. | 7501 Tazewell Pike | Corryton | TN | (865)689-2688 |
| 33584 5 | E-Z Stop Food Marts, Inc. | 2428 Lamar Alexander Parkway | Maryville | TN | (865)380-1551 |
| 33626 4 | Highland Corporation | 864 E. Main St | Henderson | TN | (731)983-5274 |
| 33678 1 | Sai Investments, Inc. | 2100 Hamilton Place Blvd. | Chattanooga | TN | (423)893-0505 |
| 33733 0 | SHREE GARNPATI, LLC | 7820 Poplar Ave | Germantown | TN | (901)752-1031 |
| 33736 7 | SAI SHIV RAM INC | 7110 Winchester Road | Memphis | TN | (901)737-3195 |
| 33788 0 | Stokely Hospitality Enterprises | 815 Parkway | Gatlinburg | TN | (865)436-3133 |
| 33942 2 | Two Scoops LLC | 8057 Highway 64 | Memphis | TN | (901)266-3831 |
| 34063 9 | Scoops & Sips, LLC | 6504 Ringgold Rd | East Ridge | TN | (423)531-3911 |
| 34096 1 | KRK Enterprises, LLC | 915 W Poplar Ave | Collierville | TN | (901)853-3131 |
| 34246 4 | Stokely Hospitality Enterprises | 11051 Parkside Dr | Knoxville | TN | (865)671-9999 |
| 34298 1 | D & J Management, LLC | 9915 Us Highway 64 | Arlington | TN | (901)386-3331 |
| 34332 6 | E-Z Stop Food Marts, Inc. | 2825 Old Knoxville Hwy | Maryville | TN | (865)977-6862 |
| 34536 8 | Sai Shiv Krupa, Inc. | 85 S. Highland St | Memphis | TN | (901)458-6031 |
| 34536 | Sai Ram, Inc. | 4012 Elvis Presley | Memphis | TN | (901)505-2535 |

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|--------|---------------------------------|-----------------------------|----------------|----|---------------|
| 9 | | Blvd | | | |
| 348663 | Stokely Hospitality Enterprises | 3270 Parkway | Pigeon Forge | TN | (865)428-1770 |
| 350499 | Pink Spoon, LLC | 625 Signal Mountain Rd | Chattanooga | TN | (423)490-9931 |
| 350945 | Yogi - 1 LLC | 7635 Highway 70 S | Nashville | TN | (615)891-4947 |
| 353038 | E-Z Stop Food Marts, Inc. | 160 Pleasant Grove Rd | McDonald | TN | (423)479-2653 |
| 355303 | Krupa-1, LLC | 2231 N Mount Juliet Rd | Mount Juliet | TN | (615)288-3425 |
| 356579 | E-Z Stop Food Marts, Inc. | 7323 Clinton Hwy | Powell | TN | (865)947-7333 |
| 358846 | Tyler Buck | 1265 Interstate Dr | Cookeville | TN | (931)528-1271 |
| 359770 | Shivesh, LLC | 5038 Hunter Rd | Ooltewah | TN | (423)206-5881 |
| 360524 | MAHANT-1 LLC | 127 Franklin Rd | Brentwood | TN | (615)377-4798 |
| 360860 | Shree Gayatri LLC | 4307 Summer Ave | Memphis | TN | (901)567-5231 |
| 360867 | Brad Benton | 3455 Keith St Nw | Cleveland | TN | (423)479-3170 |
| 360869 | Sai Shiv Shankar Inc. | 6114 Quince Rd | Memphis | TN | (901)685-0298 |
| 360874 | B.C.AC Ventures, Incorporated | 1317 S. James Campbell Blvd | Columbia | TN | (931)388-3181 |
| 360878 | JJ Enterprise TN Inc | 4795 Hwy 58 | Chattanooga | TN | (423)894-5931 |
| 360881 | Stokely Hospitality Enterprises | 3668 Parkway | Pigeon Forge | TN | (865)453-3337 |
| 360883 | Three Scoops, LLC | 5788 Stage Rd. | Bartlett | TN | (901)386-8731 |
| 360886 | D & J Management, LLC | 4758 Navy Rd | Millington | TN | (901)872-8998 |
| 360894 | Pink Spoon, LLC | 6990 E Brainerd Rd | Chattanooga | TN | (423)892-5131 |
| 361690 | Hasmukh Bhakta | 850 Hillwood Blvd | Nashville | TN | (615)356-6258 |
| 361695 | Teresa C. Gravelle | 170 E Main St | Hendersonville | TN | (615)822-1250 |
| 361700 | Teresa C. Gravelle | 1777 Gallatin Rd N | Madison | TN | (615)860-2205 |
| 361980 | Scoopsville OR LLC | 104 E Tulsa Rd | Oak Ridge | TN | (865)535-8030 |
| 361990 | MID SOUTH DESSERTS INC | 859 N Germantown Pkwy | Cordova | TN | (901)757-4611 |
| 362253 | CBG 1873 Fort Campbell LLC | 1873 Fort Campbell Blvd | Clarksville | TN | (931)542-6002 |
| 362257 | BPRP, Inc. | 1023 W Main St | Lebanon | TN | (615)443-3606 |
| 362265 | Shiv-1 LLC | 2170 Old Fort Pkwy | Murfreesboro | TN | (615)890-3877 |
| 362419 | E-Z Stop Food Marts, Inc. | 1111 Highway 321 N | Lenoir City | TN | (865)986-1603 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|---------------------------------------|------------------------------------|----------------|----|---------------|
| 36279 1 | TIGER MART INC. | 2070 Highway 64 | Whiteville | TN | 7316095224 |
| 36343 4 | BPRP, Inc. | 3415 Shelbyville Pike | Murfreesboro | TN | (629)201-6067 |
| 36512 6 | Brighton Shell, LLC | 34 West Kenwood Avenue | Brighton | TN | (901)622-2384 |
| 36524 6 | Lebanon Desserts, LLC | 6795 Eastgate Boulevard Suite B | Lebanon | TN | (615)547-9374 |
| 36559 8 | YOGIJI, LLC | 1612 Union Avenue | Memphis | TN | (901)272-3131 |
| 33054 6 | Panjwani Investment LLC | 5238 Dezavala Rd | San Antonio | TX | (210)699-3911 |
| 33054 7 | Tri Point Group, LLC | 2704 Cross Timbers Rd | Flower Mound | TX | (972)539-4669 |
| 33054 8 | P & K Trading, Inc. | 5960 W Parker Rd | Plano | TX | (972)403-3131 |
| 33058 0 | MIT Group, Inc. | 4136 S Carrier Pkwy | Grand Prairie | TX | (972)642-7023 |
| 33058 8 | Layh Legacy, LLC | 606 S Walnut Ave | New Braunfels | TX | (830)606-2231 |
| 33111 0 | D & C Eats, Inc. | 121 State Hwy 332 W | Lake Jackson | TX | (979)285-9788 |
| 33111 2 | Navaksh, LLC | 3001 S Hardin Blvd | Mckinney | TX | (972)562-6338 |
| 33122 1 | William S. Gentry & Darlene Gentry | 4701 S Padre Island Dr | Corpus Christi | TX | (361)852-0945 |
| 33165 2 | Mymuujiza Corp. | 2431 University Blvd | Houston | TX | (713)520-5248 |
| 33283 5 | HELADO ENTERPRISE INC. | 11846 Bandera Rd | Helotes | TX | (210)695-1368 |
| 33300 7 | MYRA ENTERPRISE, LLC | 13040 Louetta Rd | Cypress | TX | (281)379-7007 |
| 33640 4 | Inside Scoop, Inc. | 8250 Agora Pkwy | Selma | TX | (210)945-6611 |
| 33742 4 | VHH ENTERPRISES, LLC | 1320 Zaragoza Road | El Paso | TX | (915)790-2210 |
| 33764 9 | D & C Eats, Inc. | 10504 Broadway St | Pearland | TX | (713)436-5358 |
| 33765 0 | Katy Treats, LLC | 1560 S Mason Rd | Katy | TX | (281)395-3556 |
| 33833 9 | NASIR & SONS, INC. | 19970 Southwest Freeway | Sugar Land | TX | (281)342-2688 |
| 33870 8 | 2010 Finkel Inc. | 9911 Brodie Lane | Austin | TX | (512)291-8500 |
| 33925 3 | AboveRiver LLC | 11660 Westheimer Rd | Houston | TX | (281)870-9560 |
| 34342 8 | Arroyo Prime Ltd, Inc. | 8076 S Gessner Dr | Houston | TX | (713)541-9606 |
| 34383 5 | ARLINGTON PATEL INC | 4654 South Cooper | Arlington | TX | (817)419-9986 |
| 34396 7 | Marta & Al Pertuz, LLC | 158 W. Fm 544 | Murphy | TX | (972)516-9100 |
| 34416 4 | PVS INVESTMENTS LLC | 17460 Ih 35 North | Schertz | TX | (210)651-5131 |
| 34543 | Marta & Al Pertuz, LLC | 5500 Greenville Ave | Dallas | TX | (214)890-9800 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|------------------------------------|---------------------------|--------------|----|---------------|
| 6 | | | | | |
| 34554 4 | ABDR TEXAS GROUP LLC | 1552 Fm 685 | Pflugerville | TX | (512)551-9466 |
| 34579 3 | Marta & Al Pertuz, LLC | 2951 Ridge Rd | Rockwall | TX | (214)771-0304 |
| 34589 9 | Drox Management, LLC | 6920 S Fry Rd | Katy | TX | (281)391-3161 |
| 34597 4 | Aslam & Sons L.L.C. | 7410 Preston Rd | Frisco | TX | (214)872-1114 |
| 34603 7 | Cup or Cone Confections LLC | 1335 E Whitestone Blvd | Cedar Park | TX | (512)986-7593 |
| 34643 6 | Sandspit Ventures Inc | 2750 State Highway 121 | Euless | TX | (817)571-3131 |
| 34750 8 | FROZEN CONCEPTS LLC | 20821 Us Highway 281 N | San Antonio | TX | (210)481-4276 |
| 34759 0 | Divya Sultani and Yasmine Mandania | 9900 W. Parmer Ln | Austin | TX | (512)248-2275 |
| 34840 3 | Rio Grande Treats, LLC | 100 E Nolana Ave | McAllen | TX | (956)627-5755 |
| 34846 4 | Aavighna Investments LLC | 2700 E Eldorado Pkwy | Little Elm | TX | (972)987-4355 |
| 34856 6 | Sandspit Ventures Inc | 2063 West Southlake Blvd. | Southlake | TX | (817)421-3100 |
| 34901 0 | Ghanshyam Krupa LLC | 2666 N Belt Line Rd | Irving | TX | (972)871-2600 |
| 34903 2 | Abderrazek Zaafrani | 3303 Williams Dr | Georgetown | TX | (512)863-4478 |
| 34917 7 | P & J Investments Corp. | 7596 Fm 1960 Rd W | Houston | TX | (281)894-5522 |
| 34939 3 | Emotion Enterprises, Inc. | 4414 North Freeway | Houston | TX | (713)694-0963 |
| 34962 4 | Spring Branch Ice Cream, LLC | 5539 W Loop 1604 N | San Antonio | TX | (210)684-3131 |
| 34972 7 | Scoups, Inc. | 9203 Highway 6 S | Houston | TX | (281)564-0962 |
| 34979 1 | HOUTXBWV, LLC | 15242 Wallisville Rd | Houston | TX | (832)582-8024 |
| 35030 3 | Hauser Enterprises, LLC | 931 N Resler Dr | El Paso | TX | (915)587-8431 |
| 35085 6 | HG-MULTIPLEX-REGALI DALLAS JV | Dallas Love Field Airport | Dallas | TX | (214)350-8828 |
| 35095 6 | Kent Ice Cream LLC | 6900 East Ridge Rd | Odessa | TX | (432)362-0858 |
| 35113 4 | Kent Ice Cream LLC | 5400 Briarwood Ave | Midland | TX | (432)689-0789 |
| 35117 8 | INBA INC | 14460 Hillcroft St | Houston | TX | (281)501-9606 |
| 35139 0 | VHH ENTERPRISES, LLC | 12379 Edgemere Blvd | El Paso | TX | (915)855-3131 |
| 35177 0 | Firethorne Treats, LLC | 2750 Fm 1463 Rd | Katy | TX | (281)371-3131 |
| 35194 3 | Altara Group LLC | 634 Nw Loop 410 | San Antonio | TX | (210)402-3151 |
| 35252 4 | HG-MULTIPLEX-REGALI DALLAS JV | Dallas Love Field Airport | Dallas | TX | (214)353-2976 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|------------------------------|------------------------------|------------------|----|---------------|
| 35267 9 | Spring Branch Ice Cream, LLC | 1203 N Loop 1604 W | San Antonio | TX | (210)492-3331 |
| 35287 5 | HOUTXBKW, LLC | 1442 Kingwood Dr | Kingwood | TX | 281-312-1233 |
| 35308 0 | VHH ENTERPRISES, LLC | 8900 Viscount Blvd | El Paso | TX | (915)592-3131 |
| 35401 4 | Marta & Al Pertuz, LLC | 2570 Justin Rd | Highland Village | TX | (972)221-4567 |
| 35483 4 | James & Linda Chow, Inc. | 11700 Preston Rd | Dallas | TX | (214)368-3311 |
| 35487 0 | PANKAJA DH LLC | 6921 Independence Pkwy | Plano | TX | (972)491-7301 |
| 35568 2 | AboveRiver LLC | 7910 Westview Dr | Houston | TX | (713)360-7205 |
| 35648 7 | Hauser Enterprises, LLC | 13034 Eastlake Dr | Horizon City | TX | (915)345-1731 |
| 35652 2 | Mymuujiza Corp. | 6401 Woodway Dr Ste 115 | Houston | TX | (713)750-9964 |
| 35707 8 | Waco Ice Cream Services LLC | 1616 Wooded Acres Dr | Waco | TX | (254)776-6155 |
| 35746 0 | Mymuujiza Corp. | 8731 Highway 6 South | Missouri City | TX | (281)778-6062 |
| 35746 2 | Hauser Enterprises, LLC | 929 Sunland Park Dr | El Paso | TX | (915)883-3100 |
| 35812 5 | Rio Grande Treats, LLC | 1400 E Expressway 83 | McAllen | TX | (956)682-9676 |
| 35920 2 | Hauser Enterprises, LLC | 9568 Dyer St | El Paso | TX | (915)755-3132 |
| 35920 5 | HOUTXBSW, LLC | 12712 W Lake Houston Pkwy | Houston | TX | (281)416-4075 |
| 35958 9 | Alliant, Inc. | 7104 N Navarro St | Victoria | TX | (361)579-7304 |
| 36046 5 | Henry Tsao & Joanna Tsao | 5408 Bellaire Blvd | Bellaire | TX | (713)665-4350 |
| 36046 6 | P & J Investments Corp. | 1011 Edgebrook Dr | Houston | TX | (713)946-1198 |
| 36046 7 | Varallo Corporation | 1634 Gessner Dr | Houston | TX | (713)973-1562 |
| 36046 8 | Ben L. Royce, Inc. | 3266 Westheimer Rd | Houston | TX | (713)520-6881 |
| 36047 2 | NEW SURYA LLC | 1051 Nasa Rd | Houston | TX | (281)488-3137 |
| 36047 3 | JO & LEE CORPORATION | 6755 Bissonnet | Houston | TX | (713)271-2650 |
| 36047 4 | PAN UNITED, INC. | 2802 Palmer Hwy | Texas City | TX | (409)948-2182 |
| 36047 5 | Altara Group LLC | 6418 N. New Braunfels Ave | San Antonio | TX | (210)826-1231 |
| 36048 9 | Memorial Creamery, LLC | 14501 Memorial Dr | Houston | TX | (281)496-1358 |
| 36049 1 | Ratan Treats LLC | 9315 Katy Fwy | Houston | TX | (713)468-3642 |
| 36049 4 | NanoStreamz, LLC | 730 W Stassney Ln | Austin | TX | (512)444-3049 |
| 36049 | D & C Eats, Inc. | 4547 Fm1960 Rd W | Houston | TX | (281)440-0296 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|-------------------------------|---------------------------------|--------------|----|---------------|
| 5 | | | | | |
| 36077 5 | A&T Ice Cream Corporation | 2433 W Kiest Blvd | Dallas | TX | (214)337-0727 |
| 36078 3 | Marta & Al Pertuz, LLC | 1748 E. Belt Line Rd | Richardson | TX | (972)907-0981 |
| 36079 4 | Babyface, Inc. | 3303 Sherwood Way | San Angelo | TX | (325)944-3699 |
| 36079 7 | Kent Ice Cream LLC | 2101 W Wadley Ave | Midland | TX | (432)682-7131 |
| 36141 4 | VHH ENTERPRISES, LLC | 10790 Pebble Hills Dr | El Paso | TX | (915)593-3131 |
| 36166 1 | LOVE 21 LLC | 1924 El Dorado Blvd | Houston | TX | (281)486-5471 |
| 36166 3 | BSS EATS, LLC | 3366 Highway 6 | Sugar Land | TX | (281)980-5405 |
| 36166 6 | Nila & Lisa Enterprises, Inc. | 6727 Bandera Rd | San Antonio | TX | (210)684-9373 |
| 36191 4 | A&T Ice Cream Corporation | 6248 Rufe Snow Dr #402 | Fort Worth | TX | (817)581-7557 |
| 36191 5 | MYRA ENTERPRISE, LLC | 16836 Stuebner Airline Rd | Spring | TX | (281)376-9144 |
| 36205 6 | Hauser Enterprises, LLC | 5640 Montana Ave #A | El Paso | TX | (915)772-8311 |
| 36227 8 | RR Icecreams, LLC | 307 W Palm Valley Blvd | Round Rock | TX | (512)310-2431 |
| 36305 5 | Ohana Ice Cream LLC | 19211 Morton Rd | Richmond | TX | (281)762-0832 |
| 36350 5 | AASIMA AND SONS, INC. | 3809 Atascocita Road | Humble | TX | (281)852-4800 |
| 36384 1 | HOUTXBBL, LLC | 3784 Rayford Rd, Suite 100 | Spring | TX | 281-323-4076 |
| 36425 5 | HOUTXBDP LLC | 8920 Spencer Highway | La Porte | TX | (281)884-8990 |
| 36476 9 | J&R Treats LLC | 10324-G China Spring Road | Waco | TX | (254)836-5142 |
| 36491 1 | Rio Grande Treats, LLC | 201 South Shary Road, Suite 250 | Mission | TX | (956)598-5055 |
| 36510 5 | BLACKJACK DIAMONDS LLC | 20330 Tuckerton Road | Cypress | TX | (281)758-5330 |
| 36510 6 | BLUEJACK DIAMONDS LLC | 28830 Fm 1093, | Fulshear | TX | (832)714-4014 |
| 36514 0 | Alliant, Inc. | 925 B Texas 80 | San Marcos | TX | (512)210-8084 |
| 34595 8 | FREEZE'EM, LLC | 11428 S District Dr | South Jordan | UT | (801)727-0601 |
| 35672 0 | Dixie Sweet Treats, LLC | 2696 Pioneer Rd | Saint George | UT | (435)673-1950 |
| 35927 3 | Jode LLC | 7689 S Jordan Landing Blvd | West Jordan | UT | (801)417-9766 |
| 36109 3 | Kiwi Scoops, LLC | 1166 Washington Blvd | Ogden | UT | (801)621-3333 |
| 36109 5 | Jode LLC | 530 S Main St | Bountiful | UT | (801)298-9931 |
| 36109 9 | Ice Cream Crazy LLC | 210 N State St | Orem | UT | (801)224-0731 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|---------------------------------------|---|------------------|----|---------------|
| 36110 1 | Jode LLC | 1465 E 2100 S | Salt Lake City | UT | (801)484-1351 |
| 36110 4 | Jode LLC | 435 State St | Clearfield | UT | (801)825-3131 |
| 36110 5 | Jode LLC | 3490 W 3500 S | West Valley City | UT | (801)969-1071 |
| 36110 6 | Jode LLC | 9497 S 700 E | Sandy | UT | (801)572-4064 |
| 36111 1 | Jode LLC | 1088 E Gentile St | Layton | UT | (801)546-3100 |
| 36322 0 | Jode LLC | 51 N West State Rd | American Fork | UT | (385)498-3182 |
| 36479 0 | Jode LLC | 138 East 12300 South | Draper | UT | (385)361-3079 |
| 36535 2 | Dixie Sweet Treats, LLC | 1982 South Washington Fields Road | Washington | UT | (435)233-2100 |
| 36547 4 | Kiwi Scoops, LLC | 1695 Skyline Drive | South Ogden | UT | (801)627-1444 |
| 36558 7 | Jode LLC | 1076 Park Lane | Farmington | UT | (385)381-7043 |
| 35367 1 | SCOOPS, LLC | 2040 Coliseum Dr | Hampton | VA | (757)690-8533 |
| 35673 8 | Bengal Incorporated | 10657 Fairfax Blvd | Fairfax | VA | (703)539-8126 |
| 35703 7 | Benson's Ice Cream - Gainesville, LLC | 13801 Heathcote Blvd | Gainesville | VA | (571)284-7238 |
| 36025 4 | ICE BUSTERS INCORPORATED | 1701 Centre Plz | Alexandria | VA | (703)998-4177 |
| 36026 3 | Bengal Incorporated | 6664 Arlington Blvd | Falls Church | VA | (703)538-4690 |
| 36027 8 | Tanglewood Holdings LLC | 1446 Reston Pkwy | Reston | VA | (703)742-3387 |
| 36097 0 | The Ark Incorporated | 6940 Forest Hill Ave | Richmond | VA | (804)272-9952 |
| 36097 2 | GMV, Incorporated | 5510 W Broad St | Richmond | VA | (804)288-9591 |
| 36097 9 | Rags, Inc. | 416 Prince George St | Williamsburg | VA | (757)229-6385 |
| 36098 1 | Roscha, Inc. | 14371 Warwick Blvd | Newport News | VA | (757)874-7731 |
| 36150 1 | TWOSPOUSE LLC | 13344 Franklin Farms Rd | Herndon | VA | (703)437-3133 |
| 36230 7 | Kitthanawong & Moraras, LLC | 7001h Manchester Blvd | Alexandria | VA | (703)921-5330 |
| 36230 8 | Pichina Bell | 7561 Huntsman Blvd | Springfield | VA | (703)451-1818 |
| 33086 5 | Emerald City Ice Cream, LLC | 4810-A Yelm Hwy Se | Lacey | WA | (360)413-0030 |
| 33217 1 | Ksor & Le LLC | 17404 Meridian E | Puyallup | WA | (253)445-5911 |
| 33217 8 | Jin Myung Sanders | 22833 Bothell Everett Hwy | Bothell | WA | (425)489-3981 |
| 33228 0 | Luciana Bisaillon | 16600 Se Mcgillivray Blvd | Vancouver | WA | (360)253-9960 |

| PC # | Franchisee | Address | City | ST | Phone |
|------------|------------------------------|------------------------------|-------------|----|---------------|
| 33731 0 | Giau Huynh | 800 Ne Tenney Rd | Vancouver | WA | (360)566-1119 |
| 33767 0 | Chris Ahn | 4615 196th St Sw Ste #142 | Lynnwood | WA | (425)776-8823 |
| 33919 9 | Monica S. Carr | 2727 S Mount Vernon St | Spokane | WA | (509)532-0031 |
| 34004 9 | OGEDAY CORP | 25620 102nd Place Se | Kent | WA | (253)246-8958 |
| 34932 3 | BUAIDH NO BAS LLC | 140 Gage Blvd | Richland | WA | (509)374-4310 |
| 35920 0 | MLB ICE CREAM STORE, INC. | 1208 N 40th Ave | Yakima | WA | (509)594-4533 |
| 36070 3 | CISH Corporation | 826 Ne Northgate Way | Seattle | WA | (206)364-4320 |
| 36070 6 | Tracy Huynh, LLC | 6214 6th Ave | Tacoma | WA | (253)244-5501 |
| 36070 8 | Loann LLC | 4019 Colby Ave | Everett | WA | (425)259-6336 |
| 36071 2 | BOATS AND SHAKES LLC | 2003 E Isaacs Ave | Walla Walla | WA | (509)522-3131 |
| 36072 6 | Great Richardson Corp | 7000 Ne Highway 99 | Vancouver | WA | (360)696-9931 |
| 36073 1 | DMCM LLC | 12155 Pacific Ave S | Tacoma | WA | (253)531-2404 |
| 36073 2 | MOO-WOO II, INC. | 890 Stevens Dr | Richland | WA | (509)943-3231 |
| 36074 0 | FIONA TRAN INVESTMENT LLC | 520 Rainier Ave S | Renton | WA | (425)226-3113 |
| 36074 2 | C STORY, LLC | 10007 Main St | Bothell | WA | (425)486-3131 |
| 36074 6 | Ksor & Le LLC | 1422 E Main Ave | Puyallup | WA | (253)848-6713 |
| 36075 3 | JRS & KKS Company | 12510 E Sprague Ave | Spokane | WA | (509)924-3131 |
| 36075 7 | D & M VASQUEZ INC | 1540 15th Ave | Longview | WA | (360)636-3110 |
| 36076 2 | RK HEBA INC | 993 Southcenter Mall | Tukwila | WA | (206)248-2805 |
| 36077 1 | MOSES LAKE ICE N SNO LLC | 525 N Stratford Rd | Moses Lake | WA | (509)765-4544 |
| 36077 2 | TM MGMT LLC | 9111 N Country Homes Rd | Spokane | WA | (509)467-5264 |
| 36182 5 | DMCM LLC | 1314 72nd St E # 4305 | Tacoma | WA | (253)539-5711 |
| 36182 6 | Emerald City Ice Cream, LLC | 3010 Harrison Ave Nw | Olympia | WA | (360)943-1231 |
| 36183 3 | MLB ICE CREAM STORE, INC. | 1505 S 1st St | Yakima | WA | (509)575-1761 |
| 36184 4 | ROBERTSOPHEAVY, LLC | 2255 140th Ave Ne | Bellevue | WA | (425)829-5368 |
| 36185 2 | ICSHOP88, LLC | 1590 Nw Gilman Blvd | Issaquah | WA | (425)392-8524 |
| 36185 5 | OHANA ROSE INC | 1925 N Monroe St | Spokane | WA | (509)327-1531 |
| 36185 | GREEN MINKON, INC. | 10315 Silverdale | Silverdale | WA | (360)698-3152 |

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| 8 | | Way Nw | | | |
| 36186 1 | Yunison, LLC | 9501 State Ave | Marysville | WA | (360)659-0777 |
| 36188 5 | Edgar Ziroyan Company | 15704 Mill Creek Blvd #20 | Mill Creek | WA | (425)385-3131 |
| 36189 1 | O&M ENTERPRISES, INC. | 7411 Ne 117th Ave | Orchards | WA | (360)254-3210 |
| 36189 3 | RK Lyla Inc. | 1946 S. Seatac Mall B-42 | Federal Way | WA | (253)946-3375 |
| 36189 5 | Riggle Ice Cream LLC | 3802 W Nob Hill Blvd | Yakima | WA | (509)965-5515 |
| 36189 8 | Albert Tadevosyan Corporation | 1702 Auburn Way N | Auburn | WA | (253)939-2996 |
| 36200 5 | Michael Buchan | 530 Sw Everett Mall Way | Everett | WA | (425)348-3100 |
| 36200 9 | Edgar Ziroyan Company | 11014 19th Ave Se | Everett | WA | (425)316-3131 |
| 36201 0 | Charlton Family LLC | 1291 Bridge St | Clarkston | WA | (509)751-8998 |
| 36201 1 | Gihoun Kwon & Hyunsuk Kwon-Na | 17181 Redmond Way | Redmond | WA | (425)883-0031 |
| 36360 3 | BUAIDH NO BAS LLC | 2617 W Kennewick Ave | Kennewick | WA | (509)783-9279 |
| 36506 7 | Ksor & Le LLC | 126 Southwest 148th Street C150 | Burien | WA | (206)420-3096 |
| 36536 0 | O&M ENTERPRISES, INC. | 7910 East Mill Plain Boulevard | Vancouver | WA | (360)360-4983 |
| 35438 0 | Tmart Operations I, LLC | 3421 N Ballard Rd | Appleton | WI | (920)702-2263 |
| 35517 7 | Tmart Operations I, LLC | 1593 E Mason St | Green Bay | WI | (920)548-5271 |
| 35965 3 | GCS Operations, LLC | 1221 Lombardi Access Rd | Green Bay | WI | 920-494-6556 |
| 36021 3 | Erwin & Dianne Investments, Inc. | 8820 N Port Washington Rd | Bayside | WI | (414)352-1020 |
| 36021 6 | Bing Icecream, Inc. | 1417 N. Wauwatosa Ave | Wauwatosa | WI | (414)453-0330 |
| 36056 9 | SAM Corporation of Huntington, Inc. | 1598 Washington Blvd | Huntington | WV | (304)529-2133 |
| 36168 2 | RJ Group LLC | 4120 Maccorkle Ave Se | Charleston | WV | (304)925-3013 |
| 36109 7 | ITOPA LLC | 723 E 16th St | Cheyenne | WY | (307)635-2588 |

**CURRENT COMBO RESTAURANT FRANCHISEES
AS OF DECEMBER 29, 2024**

| # | Franchisee | Address | City | ST | Phone |
|--------|--|-------------------------------|------------------|----|---------------|
| 354848 | 10 Decatur, LLC | 1024 6th Ave Se | Decatur | AL | (256)960-9349 |
| 355292 | TA Operating LLC | 426 Al Highway 69 S | Hanceville | AL | (256)287-1299 |
| 356761 | LFO TROY AL, LLC | 100 Troy Plaza Loop | Troy | AL | (334)808-1353 |
| 359681 | 43 Albert LLC | 8171 Us Highway 431 | Albertville | AL | (256)869-6075 |
| 362997 | Quintard Donuts Holdings, LLC | 700 S Quintard Ave | Oxford | AL | (256)831-0702 |
| 363671 | Sweeney Hollow Donuts Holdings, LLC | 2148 Sweeney Hollow Rd | Birmingham | AL | (205)419-9949 |
| 363782 | Alabama Donuts, LLC | 2315 Highway 78 E | Jasper | AL | (205)265-2545 |
| 352020 | LFO HOT SPRINGS AR, LLC | 3340 Central Ave | Hot Springs | AR | (501)802-1586 |
| 354447 | LFO ARKADELPHIA AR, LLC | 2708 Pine St | Arkadelphia | AR | (870)464-1553 |
| 300754 | DESERT DONUTS ONE LLC | 5346 E 22nd St | Tucson | AZ | (520)790-5892 |
| 304990 | SURJ LLC | 1655 W. Valencia Rd | Tucson | AZ | (520)729-1407 |
| 352280 | RAMY LLC | 15980 S Rancho Sahuarita Blvd | Sahuarita | AZ | (520)207-4194 |
| 354293 | QUALITY BRAND GROUP ARIZONA LLC | 8847 E Talking Stick Way | Scottsdale | AZ | (480)291-6590 |
| 356018 | QUALITY BRAND GROUP ARIZONA LLC | 85 Lake Havasu Ave N | Lake Havasu City | AZ | (928)846-8466 |
| 356735 | QUALITY BRAND GROUP ARIZONA LLC | 211 N Estrella Pkwy | Goodyear | AZ | (623)455-5004 |
| 356809 | QUALITY BRAND GROUP ARIZONA LLC | 3015 N Glassford Hill Rd | Prescott Valley | AZ | (928)458-5600 |
| 356990 | QUALITY BRAND GROUP ARIZONA LLC | 1006 S Main St | Cottonwood | AZ | (928)399-7020 |
| 358338 | USHA LLC | 522 W Mariposa Rd | Nogales | AZ | (520)399-6715 |
| 358670 | QUALITY BRAND GROUP ARIZONA LLC | 5800 W Chandler Blvd | Chandler | AZ | (480)940-2458 |
| 362477 | QUALITY BRAND GROUP ARIZONA LLC | 12685 W Indian School Rd | Avondale | AZ | (602)635-1619 |
| 362552 | AJO AMERICANO LLC | 1993 East Ajo Way | Tucson | AZ | (520)372-2683 |
| 362583 | QUALITY BRAND GROUP ARIZONA LLC | 2520 Arizona 95 | Bullhead City | AZ | (928)450-4260 |
| 362903 | QUALITY BRAND GROUP ARIZONA LLC | 3333 E Baseline | Phoenix | AZ | (602)903-2662 |
| 353652 | MAIN ST COFFEE COMPANY LLC | 1410 Main St | Ramona | CA | (760)789-0210 |
| 353808 | SAWS, LLC | 36270 Hidden Springs Rd | Wildomar | CA | (951)678-0669 |
| 354485 | Framily Industries, LLC | 26722 Portola Parkway | Foothill Ranch | CA | (949)916-9288 |
| 355628 | Baskin-Robbins 2025 FDD, Ex G, Franchising Restaurant Group, LLC | 1428 S Azusa Ave | West Covina | CA | (626)727-6272 |

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| 35619 7 | Mohammed Abid Hussain and Shanaz Hussain | 775 W State Highway 20 | Upper Lake | CA | (707)275-9090 |
| 35619 8 | Burton Restaurants, LLC | 1770 Rosecrans St | San Diego | CA | (619)900-7141 |
| 35720 7 | Prell Restaurant Group, LLC | 1955 Durfee Ave | South El Monte | CA | (626)444-5282 |
| 35749 2 | Family Industries, LLC | 2804 Lenwood Rd | Barstow | CA | (949)629-8609 |
| 35859 7 | Prell Restaurant Group, LLC | 410 E Washington Blvd | Los Angeles | CA | (213)741-3965 |
| 35930 5 | TA Operating LLC | 5621 Outlets At Tejon Parkway | Tejon Ranch | CA | (661)885-3400 |
| 35959 3 | SHIVA D CALI 5 INC | 282 Sunset Ave | Suisun City | CA | (707)440-4204 |
| 35959 5 | State Street Coffee Company LLC | 671 N State St | San Jacinto | CA | (951)654-0011 |
| 36387 3 | ASA Restaurants LLC | 3970 Missouri Flat Road | Placerville | CA | (530)675-8651 |
| 35404 1 | Red Mountain Breakfast Company, LLC | 16401 E Arapahoe Rd | Aurora | CO | (303)766-3595 |
| 35516 9 | I 84 Donuts LLC | 2766 S Broadway | Englewood | CO | (303)789-5214 |
| 35550 5 | HARTMAN HOLDINGS, INC. | 5940 Ellis St | Fort Carson | CO | (719)800-5055 |
| 35833 7 | Quality Brand Group Colorado LLC | 1803 S Townsend Ave | Montrose | CO | (970)964-3306 |
| 30039 6 | D. P. T. Enterprises, Inc. | 375 East Putnam Avenue | Cos Cob | CT | (203) 869-7454 |
| 30436 8 | 458 Westport Avenue Norwalk, LLC | 458 Westport Ave | Norwalk | CT | (203)846-2908 |
| 31035 3 | MAC GLASTONBURY, LLC | 141 Hebron Ave | Glastonbury | CT | (860)659-1324 |
| 33082 6 | 196 East Avenue Norwalk, LLC | 196 East Ave | Norwalk | CT | (203)855-5348 |
| 33930 3 | Monroe Coffee, LLC | 135 Main St | Monroe | CT | (203)268-5718 |
| 34169 8 | Southport Donuts, Inc. | 3355 Post Rd | Southport | CT | (203)319-0736 |
| 34931 4 | D CT HOLDINGS 2, LLC | 450 S Main St | West Hartford | CT | (860)521-5153 |
| 35509 9 | Sodexo Operations, LLC | 50 Independence Ave Se | Washington | DC | (800) 447-0013 |
| 33764 3 | Jerome And Brenda And Associates, Inc. | Shirley Memorial Hwy | Washington | DC | (703)271-4346 |
| 33772 3 | Jerome And Brenda And Associates, Inc. | Shirley Memorial Hwy | Washington | DC | (703)271-4347 |
| 35970 1 | DDC 8 - 406, LLC | 406 8th St Se | Washington | DC | (202)630-4930 |
| 33943 7 | Dover Donut Shops, Inc. | 4080 Dupont Hwy | Camden | DE | (302)698-1160 |
| 34094 3 | Rehoboth Donut Shops, Inc. | 1 Midway Shopping Ctr | Rehoboth Beach | DE | (302)645-8744 |
| 34216 5 | Rehoboth Donut Shops, Inc. | 146 Rehoboth Ave | Rehoboth Beach | DE | (302)227-4262 |
| 35532 0 | Rehoboth Donut Shops, Inc. | 33364 S Pennsylvania Ave | Bethany Beach | DE | (302)539-1454 |
| 35711 | Compass Group USA, Inc. | 11300 Ne 2nd Ave | Miami Shores | FL | (305) 899-3300 |

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| 304057 | Ayyan Donuts LLC | 807 W Vine St | Kissimmee | FL | (407)933-2545 |
| 304498 | CANYON DONUTS LAKE WORTH LLC | 4644 Lake Worth Rd | Lake Worth | FL | (561)439-6661 |
| 304606 | HZ Coffee Group, LLC | 1801 W Oakland Park Blvd | Oakland Park | FL | (954)485-7075 |
| 304964 | 66th Street Donuts, Inc. | 13013 66th St | Largo | FL | (727)471-6347 |
| 330007 | Vista Donuts, L.L.C. | 12236 S Apopka Vineland Rd | Orlando | FL | (407)778-4390 |
| 330155 | SSRM 13 LLC | 1131 S Semoran Blvd | Orlando | FL | (407)737-0306 |
| 330411 | HZ Coffee Group, LLC | 341 41st St | Miami Beach | FL | (305)420-5492 |
| 330930 | SARA DONUTS, LLC | 7644 W Irlo Bronson Mem Hwy | Kissimmee | FL | (407)397-7060 |
| 331811 | SAKS ASSOCIATES, LLC | 1110 E. Hwy 50 | Clermont | FL | (352)243-9188 |
| 332745 | D FL HOLDINGS 1 LLC | 14305 Miramar Parkway | Miramar | FL | (954)378-7986 |
| 332894 | SSRM VB3 LLC | 22722 State Road 54 | Lutz | FL | (813)909-8434 |
| 332988 | Silver Springs Donuts, Inc. | 2431 E. Silver Springs Blvd | Ocala | FL | (352)629-7895 |
| 332991 | Miriam Donuts, LLC | 1935 East Osceola Pkwy | Buena Ventura Lakes | FL | (407)348-7822 |
| 336445 | SSRM3, LLC | 13781 S John Young Pkwy | Orlando | FL | (407)240-3737 |
| 336448 | CASSAT FOODS LLC | 741 Cassat Ave | Jacksonville | FL | (904)515-6969 |
| 336456 | Tampa Road Donuts, Inc. | 3720 Tampa Rd | Oldsmar | FL | (813)852-9857 |
| 336458 | SSRM VB3 LLC | 18003 Highwoods Preserve Pkwy | Tampa | FL | (813)971-7547 |
| 336484 | LEGACY MILLPOND QSR LLC | 7635 State Road #54 | New Port Richey | FL | (727)232-2670 |
| 336538 | PURPLE SUNSET, LLC | 8714 W. Hillsborough Ave | Tampa | FL | (813)881-9894 |
| 336903 | Palm Coast Parkway Donuts, LLC | 1310 Palm Coast Pkwy Sw | Palm Coast | FL | (386)302-0646 |
| 336907 | HZ Coffee Group, LLC | 7135 W McNab Rd | North Lauderdale | FL | (754)324-5851 |
| 336978 | Cortez Donuts, Inc. | 13179 Cortez Blvd | Spring Hill | FL | (352)277-0773 |
| 336979 | AC Popes Island, Inc. | 1719 E Silver Star Rd | Ocoee | FL | (407)523-7363 |
| 337435 | Sir John's Global Investment, Inc. | 1601 E Sunrise Blvd | Fort Lauderdale | FL | (954)453-7800 |
| 337999 | AC Management, Inc. | 4325 Hillsborough Plz | Tampa | FL | (813)884-1600 |
| 338033 | Jenlin, Inc. | 4471 Commercial Way | Spring Hill | FL | (352)597-9010 |
| 338392 | D FL HOLDINGS 1 LLC | 4660 W Hillsboro Blvd | Coconut Creek | FL | (954)426-2699 |
| 338680 | Lord Sheba Investment Group, Inc. | 2321 S Univeristy Dr | Davie | FL | (954)453-7002 |

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| 33874 6 | SSRM 13 LLC | 1650 N Alafaya Trl | Orlando | FL | (407)384-9377 |
| 33988 9 | HZ Coffee Group, LLC | 5128 Biscayne Blvd | Miami | FL | (305)479-2695 |
| 34038 2 | HZ Coffee Group, LLC | 4721 N. Ocean Dr | Lauderdale By The Sea | FL | (954)783-6815 |
| 34044 5 | Gulf To Bay Donuts, Inc. | 2551 Gulf To Bay Blvd | Clearwater | FL | (727)725-5020 |
| 34046 3 | DALE MABRY DONUTS, LLC | 7004 N. Dale Mabry Hwy | Tampa | FL | (813)888-8650 |
| 34046 8 | LEGACY HOLIDAY QSR LLC | 2409 Us Highway 19 | Holiday | FL | (727)935-4237 |
| 34104 5 | AC Management, Inc. | 11200 East M. L. King Blvd | Seffner | FL | (813)315-9892 |
| 34106 0 | Legacy Donuts West Busch, LLC | 1909 E Bearss Ave | Tampa | FL | (813)632-8744 |
| 34106 7 | 301 DONUTS, INC. | 7028 Us Highway 301 S | Riverview | FL | (813)677-1083 |
| 34107 7 | PHILLIPS HIGHWAY FOODS LLC | 7171 Phillips Highway | Jacksonville | FL | (904)296-6022 |
| 34115 0 | Winter Haven Donuts, LLC | 1578 3rd Street Sw | Winter Haven | FL | (863)297-9100 |
| 34115 7 | Parkview Pointe Donuts, Inc. | 950 Lumsden Rd | Brandon | FL | (813)689-3865 |
| 34149 9 | North Lakeland Donuts, LLC | 5614 Us Highway 98 N | Lakeland | FL | (863)853-3005 |
| 34164 6 | Legacy Donuts 6, Inc. | 13510 Cypress Glenn Lane | Tampa | FL | (813)972-4481 |
| 34177 0 | DJH Enterprises, Inc. | 441 3rd Ave | New Smyrna Beach | FL | (386)426-5885 |
| 34186 0 | HZ Coffee Group, LLC | 4880a Nw 183rd St | Miami | FL | (305)623-1115 |
| 34214 9 | Legacy Donuts Busch LLC | 3203 E. Busch Blvd | Tampa | FL | (813)985-4750 |
| 34215 0 | Quality Brand Group Florida LLC | 2706 Lee Blvd | Lehigh Acres | FL | (239)369-0111 |
| 34232 1 | Legacy Donuts Hillsborough LLC | 3512 E Hillsborough Ave | Tampa | FL | (813)231-4350 |
| 34288 2 | Main Street Donuts, Inc. | 1461 Main St | Dunedin | FL | (727)210-1678 |
| 34288 4 | ATLANTIC LGS LLC | 719 Atlantic Blvd | Atlantic Beach | FL | (904)241-6603 |
| 34330 5 | FLMS Plant City, LLC | 2307 James L. Redmond Pkwy | Plant City | FL | (813)659-1300 |
| 34350 8 | Agapite and Cloe Donuts, Inc. | 5227 Ehrlich Rd | Tampa | FL | (813)968-3100 |
| 34356 8 | DEPE Enterprises of Inverness Inc | 599 S. Stone Way | Inverness | FL | (352)726-0109 |
| 34357 6 | DJSFMA ENTERPRISES, INC. | 631 Ne 5th St | Crystal River | FL | (352)563-0199 |
| 34373 3 | AC Management, Inc. | 3710 Nw 13th St | Gainesville | FL | (352)378-8559 |
| 34448 1 | CROSS CREEK DONUTS, LLC | 10960 B-Cross Creek | Tampa | FL | (813)388-6877 |
| 34501 7 | AC Reed Road, Inc. | 3745a Bruce B Downs Blvd | Wesley Chapel | FL | (813)994-5364 |
| 34874 | Paleohora Enterprises, Inc. | 6885 S Suncoast Blvd | Homosassa | FL | (352)621-3002 |

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| 350068 | HZ Coffee Group, LLC | 3124 N Roosevelt Blvd | Key West | FL | (305)290-2459 |
| 350110 | FLMS Auburndale, LLC | 501 Magnolia Ave | Auburndale | FL | (863)967-5500 |
| 350352 | AC Reed Road, Inc. | 612 10th St E | Palmetto | FL | (941)723-7711 |
| 350919 | SSRM5, LLC | 2525 University Pkwy | Sarasota | FL | (941)822-8837 |
| 351146 | Legacy Donuts Fowler, LLC | 5610 E Fowler Ave | Temple Terrace | FL | (813)985-8600 |
| 351383 | SSRM3, LLC | 2209 N Young Blvd | Chiefland | FL | (352)283-7971 |
| 352159 | SAO MIGUEL DONUTS, LLC | 717 Cypress Village Blvd | Ruskin | FL | (813)633-3003 |
| 352379 | AC Russells Mills, Inc. | 5259 30th St E | Bradenton | FL | (941)243-3881 |
| 352469 | MONUMENT LGS LLC | 3031 Monument Rd | Jacksonville | FL | (904)683-5522 |
| 352637 | MCMULLEN BOOTH DONUTS, LLC | 2451 N McMullen Booth Rd | Clearwater | FL | (727)223-5906 |
| 352886 | ELIAS DONUTS LLC | 6101 Gulf Blvd | Saint Pete Beach | FL | (727)201-9713 |
| 353267 | SSRM5, LLC | 6420 Us 301 N | Ellenton | FL | (941)417-2857 |
| 353289 | GROVELAND DONUTS LLC | 7901 Sr 50 | Groveland | FL | (352)429-0503 |
| 353554 | CG DONUTS, LLC | 8224 Champions Gate Blvd | Davenport | FL | (321)401-4072 |
| 353621 | SSRM9, LLC | 6200 W Irlo Bronson Mem Hwy | Celebration | FL | (407)507-1509 |
| 353856 | OAKLAND 18 RETAIL, INC. | 3960 W Oakland Park Blvd | Lauderdale Lakes | FL | (954)859-5639 |
| 354296 | SSRM VB, LLC | 2900 Sw 42nd St | Gainesville | FL | (352)505-5030 |
| 354814 | YULEE FOODS LLC | 463889 State Road 200 | Yulee | FL | (904)491-1500 |
| 354830 | 23RD STREET DONUTS, LLC | 1200 W 23rd St | Panama City | FL | (850)262-8107 |
| 354900 | SSRM WEST1, LLC | 2888 W Us Highway 90 | Lake City | FL | (386)319-7903 |
| 354970 | ISLAM DONUTS, LLC | 2705 Simpson Rd | Kissimmee | FL | (407)962-0209 |
| 355078 | Niceville Donuts, LLC | 1152 John Sims Pkwy E | Niceville | FL | (850)812-5078 |
| 355380 | DESTIN DONUTS, LLC | 1012 Highway 98 E | Destin | FL | (850)517-4080 |
| 355383 | BAY CITY POINT DONUTS, LLC | 516 E 23rd St | Panama City | FL | (850)392-7940 |
| 355773 | Gibson-ton Donuts, LLC | 10608 East Bay Rd | Gibson-ton | FL | (813)533-2175 |
| 355775 | Nine Mile Donuts, LLC | 304 E 9 Mile Rd | Pensacola | FL | (850)262-8660 |
| 355802 | Legacy West Fowler LLC | 1911-C E Fowler Ave | Tampa | FL | (813)513-8652 |
| 355807 | SSRM VB1, LLC | 3302 E Bay Dr | Holmes Beach | FL | (941)242-0260 |

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| 355813 | 4th Street South Donuts, LLC | 1524 4th St S | Saint Petersburg | FL | (727)289-3927 |
| 355848 | SSRM WEST1, LLC | 8181 Nw 38th Lane | Gainesville | FL | (352)224-5235 |
| 355934 | GULFPORT DONUTS, LLC | 5602 Gulfport Blvd S | Gulfport | FL | (727)330-3685 |
| 356321 | MOBILE HIGHWAY DONUTS, LLC | 4835 Mobile Highway | Pensacola | FL | (850)262-8112 |
| 356433 | DEFUNIAK SPRINGS DONUTS, LLC | 1480 Us 331 | Defuniak Springs | FL | (850)307-5566 |
| 356562 | 49TH STREET DONUTS, LLC | 3934 49th St N | Saint Petersburg | FL | (727)471-6343 |
| 356873 | WALSINGHAM ROAD DONUTS, LLC | 13050 Walsingham Rd | Largo | FL | (727)471-4911 |
| 357159 | Marianna Donuts, LLC | 2206 Florida 71 | Marianna | FL | (850)600-5056 |
| 357458 | Efrosini of Beverly Hills Enterprises, Inc. | 3470 N Lecanto Hwy | Beverly Hills | FL | (352)249-7729 |
| 357534 | Redington Beach Donuts, LLC | 17307 Gulf Blvd | North Redington Beach | FL | (727)471-6344 |
| 358612 | PURPLE ROCK INVESTMENT COMPANY LLC | 151 S Indiana Ave | Englewood | FL | (941)212-5877 |
| 358632 | Milan Patel | 9303 Jeff Fuqua Blvd | Orlando | FL | (407)825-2399 |
| 358685 | FH Donuts, Inc. | 16645 Fishhawk Blvd | Lithia | FL | (813)381-3669 |
| 358722 | ALEX JAMES DONUTS, LLC | 11046 Spring Hill Dr | Spring Hill | FL | (352)688-0628 |
| 358745 | Pace Donuts, LLC | 4804 Us 90 | Pace | FL | (850)262-8227 |
| 359526 | SUNRISE COFFEE LLC | 12801 West Sunrise Boulevard | Sunrise | FL | (954)601-7804 |
| 359723 | NAVARRE DONUTS, LLC | 8856 Navarre Pkwy | Navarre | FL | (850)710-1313 |
| 362996 | Ponta Delgada Donuts LLC | 14407 Us Highway 301 | Wimauma | FL | (813)938-1768 |
| 363272 | FBKB ENTERPRISES INC | 2461 East Gulf To Lake Rd | Inverness | FL | (352)341-1667 |
| 364021 | Trinity QSR LLC | 7815 Mitchell Boulevard | New Port Richey | FL | (727)232-6455 |
| 364268 | Orlando Airport Donuts, LLC | 10505 Jeff Fuqua Boulevard | Orlando | FL | (754)281-7413 |
| 365182 | Santa Rosa Donuts, LLC | 3620 Us Hwy 98 West | Santa Rosa Beach | FL | (850)812-4425 |
| 302060 | Macon Donuts & Coffee, Inc. | 4760 Memorial Dr | Decatur | GA | (404)292-6111 |
| 302116 | Georgia Donuts SE, LLC | 2704 Candler Rd | Decatur | GA | (770)544-7168 |
| 302140 | 302140 COFFEE CAFE, LLC | 2651 Cobb Pky Nw | Atlanta | GA | (770)952-2009 |
| 302564 | 302564 COFFEE CAFE, LLC | 3435 Peachtree Industrial Blvd | Duluth | GA | (934)284-5332 |
| 302851 | Macon Donuts & Coffee, Inc. | 5161 Highway 78 | Stone Mountain | GA | (678)344-9920 |
| 304785 | 304785 COFFEE CAFE, LLC | 2765 Sandy Plains Rd | Marietta | GA | (770)977-2722 |
| 30747 | 307475 Georgia Donuts, LLC | 121 Tom Hill Sr Blvd | Macon | GA | (478)475-0770 |

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| 30788 1 | Golden Donuts, LLC | 3725 Club Dr | Duluth | GA | (770)564-2783 |
| 31009 5 | RIS VIS, INC. | 2475 Dallas Hwy Sw | Marietta | GA | (770)792-6677 |
| 33052 4 | Golden Donuts, LLC | 5558 Peachtree Industrial Blvd | Chamblee | GA | (770)454-1574 |
| 33100 9 | Exit 14 Donuts Holdings, LLC | 1165 Buford Hwy | Cumming | GA | (770)781-5805 |
| 33201 1 | Golden Donuts, LLC | 4450k Nelson Blogden Blvd | Sugar Hill | GA | (770)271-4200 |
| 33213 8 | APS Investments, Inc. | 3024 Washington Rd | Augusta | GA | (706)869-3793 |
| 33470 8 | Macon Donuts & Coffee, Inc. | 5075 Peachtree Pkwy | Norcross | GA | (678)966-0909 |
| 33541 1 | Golden Donuts, LLC | 3935 Lawrenceville Hwy | Lilburn | GA | (770)921-8669 |
| 33618 1 | Awale Investments, Inc. | 875 Towne Lake Parkway | Woodstock | GA | (770)928-2582 |
| 33638 1 | 336381 COFFEE CAFE, LLC | 741 Townpark Ln Nw | Kennesaw | GA | (678)355-5518 |
| 33638 2 | APS Investments, Inc. | 4366 Washington Rd | Evans | GA | (706)496-2197 |
| 33699 1 | Georgia Donuts SE, LLC | 5663 Jonesboro Rd | Lake City | GA | (770)249-7038 |
| 33862 9 | COFFEE CAFE 2, LLC | 4152 Atlanta Hwy | Loganville | GA | (943)230-7184 |
| 34039 8 | BC 1800 EW, LLC. | 1800 N Expressway | Griffin | GA | (770)467-9534 |
| 34054 2 | 340542 GEORGIA DONUTS, LLC | 3111 Watson Blvd | Warner Robins | GA | (478)953-1333 |
| 34444 7 | Georgia Donuts SE, LLC | 1890 Highway 20 Se | Conyers | GA | (770)544-8811 |
| 34771 0 | 347710 COFFEE CAFE, LLC | 7087 Highway 85 | Riverdale | GA | (770)909-0011 |
| 35016 8 | Oconee County Doughboys, LLC | 2081 Hog Mountain Rd | Watkinsville | GA | (706)769-8363 |
| 35043 2 | 350432 COFFEE CAFE, LLC | 682 Boulevard Ne | Atlanta | GA | (404)810-0010 |
| 35073 7 | Oconee County Doughboys, LLC | 1045 Gaines School Rd | Athens | GA | (706)353-7166 |
| 35078 8 | 350788 COFFEE CAFE, LLC | 4760 Jonesboro Rd | Union City | GA | (770)969-9181 |
| 35132 3 | 351323 COFFEE CAFE, LLC | 1942 Atkinson Rd | Lawrenceville | GA | (770)339-0011 |
| 35165 1 | Milledgeville Donuts LLC | 1966 N Columbia St | Milledgeville | GA | (478)453-3330 |
| 35203 6 | BC 11286 TB, LLC. | 11286 Tara Blvd | Hampton | GA | (770)472-9906 |
| 35269 8 | BC 2ABR LLC | 12 Bailey Station Dr | Sharpsburg | GA | (770)253-0022 |
| 35382 0 | Hamilton Mill Donuts Holdings, LLC | 2710 Hamilton Mill Rd | Buford | GA | (678)546-0229 |
| 35403 0 | 354030 Coffee Cafe, LLC | 5870 Cumming Highway | Sugar Hill | GA | (770)904-1171 |
| 35453 3 | THIRD CUPPA COFFEE INC. | 5470 Bethelview Rd | Cumming | GA | (470)839-2730 |

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| 35463 1 | 1949 Dublin LLC | 1949 Veterans Blvd | Dublin | GA | (478)353-1364 |
| 35533 5 | 355335 Coffee Cafe, LLC | 2630 Old Winder Highway | Braselton | GA | (678)960-4056 |
| 35572 6 | West Georgia Cafe, Inc. | 135 Commerce Dr | Villa Rica | GA | (770)459-3113 |
| 35616 1 | 356161 GEORGIA DONUTS, LLC | 751 Whitlock Ave Sw | Marietta | GA | (770)575-4107 |
| 35659 4 | Hemani Group Development LLC | 212 S Main St | Cleveland | GA | (706)865-2072 |
| 35715 0 | 357150 Coffee Cafe, LLC | 1800 Eatonton Rd | Madison | GA | (706)847-4205 |
| 35822 4 | 358224 GEORGIA DONUTS, LLC | 110 Banks Crossing Dr | Commerce | GA | (770)544-8926 |
| 35868 2 | 358682 Coffee Cafe, LLC | 1270 Spring St Nw | Atlanta | GA | (770)278-9328 |
| 35915 1 | 359151 Coffee Cafe 1, LLC | 2230 Marietta Blvd Nw | Atlanta | GA | (770)544-7382 |
| 35937 6 | Windermere Donuts Holdings, LLC | 3065 Old Atlanta Rd | Cumming | GA | (770)887-4416 |
| 35960 6 | 359606 Coffee Cafe, LLC | 881 Peachtree St Ne | Atlanta | GA | (470)826-4054 |
| 35961 2 | Cogburn Donuts Holdings, LLC | 670 N Main St | Alpharetta | GA | (770)797-5427 |
| 35973 9 | Platinum Donuts, LLC | 1250 Moreland Ave Se | Atlanta | GA | (470)225-6182 |
| 35979 1 | 359791 Coffee Cafe, LLC | 2550 Lawrenceville Highway | Decatur | GA | (470)731-6638 |
| 36062 3 | SKS Ice Cream, Inc. | 606 Fair Rd | Statesboro | GA | (912)681-1227 |
| 36227 1 | Georgia Donuts SE, LLC | 3153 Highway 278 Ne | Covington | GA | (770)651-7726 |
| 36262 2 | Cartersville West Donuts Holdings, LLC | 11 Charley Harper Dr | Cartersville | GA | (678)719-8434 |
| 36264 7 | Spout Springs Donuts Holdings, LLC | 5915 Spout Springs Rd | Flowery Branch | GA | (678)828-7504 |
| 36294 8 | Poplar Donuts Holdings, LLC | 740 Poplar Rd | Newnan | GA | (404)905-5513 |
| 36304 9 | Lake Oconee LLC | 1000 Salem Walk Drive | Greensboro | GA | (470)398-3120 |
| 36305 0 | Clarksville Donuts Holdings, LLC | 487 Washington Street | Clarksville | GA | (706)839-1592 |
| 36327 0 | SG DONUTS LLC | 2917 North Ashley Street | Valdosta | GA | (229)232-4508 |
| 36379 0 | 363790 Coffee Cafe LLC | 985 Glynn St North, Bldg 200 | Fayetteville | GA | (470)944-9125 |
| 36386 7 | Tifton Donuts LLC | 1505 Us Highway 82 W | Tifton | GA | (229)479-3392 |
| 35157 5 | Eastern Iowa Food Service, L.L.C. | 2660 Dodge Street | Dubuque | IA | (563)556-1228 |
| 36385 8 | Eastern Iowa Food Service, L.L.C. | 3240 Redhawk Street | Coralville | IA | (319)359-1004 |
| 30294 5 | BELVIDERE COFFEE INC. | 2900 Belvidere Rd | Waukegan | IL | (847) 336-2266 |
| 30628 0 | Purity, Inc | 150 East Ogden Avenue | Hinsdale | IL | (630) 325-9191 |
| 34326 | WC DONUTS AND COFFEE | 110 W Roosevelt Rd | West Chicago | IL | (630) 293-9054 |

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| 3 | LLC | | | | |
| 34724 5 | Mukhiji Inc. | 892 S Main Street | East Dundee | IL | (847) 428-7163 |
| 34981 7 | TA Operating LLC | 809 Edwardsville Road | Troy | IL | (618) 667-9931 |
| 35722 4 | DIYA 75TH KING, LLC | 7450 S. Martin Luther King Dr. | Chicago | IL | (773) 319-8616 |
| 35890 7 | Padma, Inc. | 3608 Vollmer Rd | Flossmoor | IL | |
| 30056 1 | Unique Group, Inc. | 6601 Cermak Rd | Berwyn | IL | (708)749-0906 |
| 30056 6 | Royal Food, Inc. | 1743 W. Lawrence Ave | Chicago | IL | (773)334-0554 |
| 30060 6 | Royal Corporation | 7020 Ogden Ave | Berwyn | IL | (708)795-5444 |
| 30067 6 | Sarika, Inc. | 2323 W. 127th St | Blue Island | IL | (708)371-8558 |
| 30068 2 | Karam Foods, Inc. | 1755 W Addison St | Chicago | IL | (773)248-4777 |
| 30070 0 | Jay Chehar Corporation | 1604 N Bridge St | Yorkville | IL | (630)553-2030 |
| 30072 9 | A. J. PATEL FOOD SERVICE, INC. | 3132 W Devon Ave | Chicago | IL | (773)262-4561 |
| 30073 4 | CALUMET TWO, INC. | 664 River Oaks Dr | Calumet City | IL | (708)253-8843 |
| 30092 8 | Worth 1, Inc. | 6707 W 111th St | Worth | IL | (708)671-1870 |
| 30093 8 | Purohit Brothers Inc. | 7171 W Irving Park Rd | Chicago | IL | (773)286-1668 |
| 30100 0 | Unique Group, Inc. | 5600 W 16th St | Cicero | IL | (708)780-9330 |
| 30112 4 | Gul Foods, Inc. | 4045 W Lawrence Ave | Chicago | IL | (773)427-9777 |
| 30131 6 | Vishal, Inc. | 5000 W. Irving Park Rd | Chicago | IL | (773)545-0515 |
| 30136 1 | Anusha International, Inc. | 1010 E Rand Rd | Arlington Heights | IL | (847)577-0506 |
| 30147 6 | Schaumburg Donuts, Inc. | 893 E. Schaumburg Rd | Schaumburg | IL | (847)584-2562 |
| 30147 9 | MUNDELEIN LAKE ST COFFEE INC. | 346 N Lake St | Mundelein | IL | (847)961-4544 |
| 30148 1 | 183 Donuts, Inc. | 2353 183rd St | Homewood | IL | (708)922-1818 |
| 30162 6 | SHREE CICERO INC. | 2337 N Cicero Ave | Chicago | IL | (773)237-1300 |
| 30185 2 | Unique Group, Inc. | 19 W 63rd St | Westmont | IL | (630)271-8261 |
| 30186 3 | 2nd Gen - Oakbrook Terrace Inc. | 17521 Roosevelt Rd | Oakbrook Terrace | IL | (630)629-9026 |
| 30214 7 | Suresh, Inc. | 108 S Northwest Hwy | Barrington | IL | (847)381-3808 |
| 30243 5 | Doloma, Inc. | 3225 Chicago Rd | Chicago Heights | IL | (708)754-9774 |
| 30251 3 | Territorial Corporation | 3039 N. Central Ave | Chicago | IL | (773)777-4773 |
| 30258 1 | Mariyam II, Inc. | 1724 N Plainfield Rd | Crest Hill | IL | (815)741-4511 |

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| 30263 5 | Carol Stream Donuts, Inc. | 880 West Army Trail Road | Carol Stream | IL | (630)289-6568 |
| 30268 9 | Satelite Inc. | 2801 S Kedzie Ave | Chicago | IL | (773)847-5930 |
| 30338 3 | Naaz Foods, Inc. | 6250 N Clark St | Chicago | IL | (773)338-2700 |
| 30339 5 | Rozenan, Inc. | 936 N York Rd | Elmhurst | IL | (630)530-9292 |
| 30340 0 | Express Donuts, Inc. | 4525 N Sterling Ave | Peoria | IL | (309)682-0272 |
| 30402 7 | Jay Varai, Inc. | 20 S Larkin Ave | Joliet | IL | (815)730-3777 |
| 30450 0 | ORLAND PARK FOODS LLC | 14461 S La Grange Rd | Orland Park | IL | (708)460-3088 |
| 30453 6 | V RUN BELLWOOD, INC. | 502 Mannheim Rd | Bellwood | IL | (708)401-5601 |
| 30455 1 | RMN Corp. | 3000 N Ashland Ave | Chicago | IL | (773)929-6669 |
| 30456 3 | Karim, Inc. #2 | 5150 Touhy Ave | Skokie | IL | (847)982-0000 |
| 30464 1 | Dejurs Belmont Corporation | 3801 W. Belmont Ave | Chicago | IL | (773)539-1125 |
| 30466 2 | SAII BABA ASHLAND INC. | 4302 S Ashland Ave | Chicago | IL | (773)847-3337 |
| 30477 7 | De Jurs Enterprises, Inc. | 3310 W Addison St | Chicago | IL | (773)539-8114 |
| 30485 1 | NRN 69 Pulaski Inc. | 6925 S. Pulaski Rd | Chicago | IL | (773)585-5999 |
| 30490 7 | Shree Jalaram Grand Inc. | 7201 W Grand Ave | Elmwood Park | IL | (708)452-0145 |
| 30490 8 | SHREEJI ASSOCIATES INC. | 6100 S. Western Ave | Chicago | IL | (773)776-3421 |
| 30493 5 | Deluxe Foods Inc. | 6342 N Milwaukee Ave | Chicago | IL | (773)763-7181 |
| 30495 0 | Gold, Inc. | 3910 S Archer Ave | Chicago | IL | (773)410-4810 |
| 30497 7 | Bhallas, Inc. | 912 Winston Plaza | Melrose Park | IL | (708)344-6807 |
| 30601 1 | Fayyaz Enterprises Inc. | 1750 Milwaukee Ave | Glenview | IL | (847)390-0277 |
| 30601 6 | RIYA GROUP CORP. | 12807 S Harlem Ave | Palos Heights | IL | (773)649-3784 |
| 30604 8 | HIGHLAND PARK BREWS, INC. | 1990 Skokie Valley Rd | Highland Park | IL | (847)432-9177 |
| 30606 2 | NRN I, Inc. | 4701 S Kedzie Avenue | Chicago | IL | (773)254-3489 |
| 30617 8 | Kardo 4, Inc. | 2658 Green Bay Rd | Evanston | IL | (847)257-6326 |
| 30642 4 | CHEHAR, CORP. | 1255 N Farnsworth Ave | Aurora | IL | (630)898-7000 |
| 30643 7 | VERNON HILLS COFFEE INC. | 700 N Milwaukee Ave | Vernon Hills | IL | (847)233-1141 |
| 30645 1 | Samorma, Inc. | 3937 Sauk Trl | Richton Park | IL | (708)481-8080 |
| 30647 4 | Melrose Park Donut, Inc. | 2033 N. Mannheim Rd | Melrose Park | IL | (708)344-1390 |
| 30662 | CICERO 22ND DONUTS LLC | 2147 S Cicero Ave | Cicero | IL | (708)656-2090 |

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| 306690 | NORTH CHICAGO COFFEE INC. | 2829 22nd St | North Chicago | IL | (847)620-2632 |
| 306753 | Amrit, Inc. | 5200 N Lincoln Ave | Chicago | IL | (773)784-5070 |
| 306987 | RS NILES INC. | 7525 N Harlem Ave | Niles | IL | (847)410-7294 |
| 307271 | A. Jay Bajrang, Inc. | 485 South Rand Rd | Lake Zurich | IL | (847)540-7776 |
| 307504 | Dhara I Corporation | 3481 S. Dr Martin L King Jr Dr | Chicago | IL | (312)949-1111 |
| 307724 | Veterans Square Donuts, Inc. | 4867 N Milwaukee Ave | Chicago | IL | (773)202-0988 |
| 307992 | Gold Coast Foods, Inc. | 31 E Adams St | Chicago | IL | (872)873-2925 |
| 308139 | Shimurima, Inc. | 1244 N Ashland Ave | Chicago | IL | (773)227-0890 |
| 308162 | Shree Dutt Belmont Inc. | 8257 W. Belmont Ave | River Grove | IL | (708)453-7944 |
| 308537 | Bartlett Donuts, Inc. | 751 S Route #59 | Bartlett | IL | (630)213-2340 |
| 310168 | 105 Dundee Corporation | 105 W. Dundee Rd | Arlington Heights | IL | (847)342-0406 |
| 310285 | Central Foods, Inc. | 1231 S Wabash Ave | Chicago | IL | (312)765-9952 |
| 310404 | Godly Inc. | 9400 Joliet Rd | Hodgkins | IL | (708)387-7108 |
| 330136 | Dunning Donuts, Inc. | 6408 W. Irving Park Rd | Chicago | IL | (773)545-9875 |
| 330257 | Aga Donuts, Inc. | 1441 W Montrose Ave | Chicago | IL | (773)348-4888 |
| 330329 | RMN Corp. | 3910 W Touhy Ave | Lincolnwood | IL | (847)677-3400 |
| 330663 | RIDGELAND DONUTS, INC. | 8723 Ridgeland Ave | Oak Lawn | IL | (708)598-7510 |
| 331015 | Jasmine Inc. | 516 W. Irving Park Rd | Wood Dale | IL | (630)521-1122 |
| 331730 | Narima, Inc. | 3350 Kirchoff Rd. | Rolling Meadows | IL | (847)818-9675 |
| 331731 | Shree Pandya Inc. | 95 Clock Tower Plz | Elgin | IL | (847)454-3944 |
| 331816 | CHICAGO ANILA DONUTS, INC. | 3427 W Diversey Ave | Chicago | IL | (773)252-5600 |
| 331837 | SOUTH HOLLAND TWO, INC. | 460 E. 162nd St | South Holland | IL | (708)407-0468 |
| 332397 | Western Irving Food Corp. | 4010 N. Western Ave. | Chicago | IL | (773)604-4433 |
| 332479 | Purodar Inc. | 5650 W Fullerton Ave | Chicago | IL | (773)385-6564 |
| 335426 | Romeoville Donuts, Inc. | 649 N Independence Blvd | Romeoville | IL | (815)293-2894 |
| 335722 | Oaklawn Inc. | 10801 S Cicero Ave | Oak Lawn | IL | (708)952-1080 |
| 336005 | Shree Shiv Shakti, Inc. | 5959 Diversey Ave | Chicago | IL | (773)745-0731 |
| 336088 | SURAMBALA CORP. | 5615 S Harlem Ave | Chicago | IL | (773)586-6460 |

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| 33617 2 | Zuri, Inc. | 7578 N Western Ave | Chicago | IL | (773)274-7800 |
| 33634 6 | New Praveg, Inc. | 1991 Brookdale Rd | Naperville | IL | (630)848-0030 |
| 33642 7 | Jay Maruti #3 Corporation | 407 S. Lincolnway | North Aurora | IL | (630)906-4040 |
| 33648 6 | OM SHREE KESHAV INC. | 515 S. Neil St | Champaign | IL | (217)359-7005 |
| 33648 8 | 3 RD Inc. | 17733 Torrence Ave | Lansing | IL | (708)418-8701 |
| 33648 9 | RAISHAAN OAK FOREST, LLC | 5159 159th St | Oak Forest | IL | (708)687-0269 |
| 33649 2 | Royal Corporation | 6820 W. Roosevelt | Oak Park | IL | (708)386-3322 |
| 33650 1 | AADINATHNAM CORP | 506 W North Ave | Elmhurst | IL | (630)279-1933 |
| 33650 2 | Samir & Sunena, Inc. | 1730 N. State St | Elgin | IL | (847)531-8700 |
| 33652 8 | Hanuman Inc. | 1001 S Busse Rd | Mount Prospect | IL | (847)690-0650 |
| 33652 9 | Karim No. 3, Inc. | 7039 W Dempster St | Niles | IL | (847)965-2100 |
| 33653 3 | P K & G Investors Inc. | 33 E Lake St | Addison | IL | (630)279-7125 |
| 33657 9 | Shree Ashok Inc. | 812 E Chicago St | Elgin | IL | (847)841-7411 |
| 33660 0 | Roosevelt Eatery, LLC | 1651 W Roosevelt Rd | Chicago | IL | (312)563-1377 |
| 33665 0 | Matru Krupa, Inc. | 10131 W Grand Ave | Franklin Park | IL | (847)288-9261 |
| 33665 1 | Arihantenam Corp. | 477 West Golf Rd | Schaumburg | IL | (847)839-0500 |
| 33665 6 | Devlata Investors Inc. | 1750 West Lake St | Addison | IL | (630)773-9890 |
| 33665 9 | RAISHAAN ORLAND PARK, LLC | 8940 W 159th St | Orland Park | IL | (708)590-6770 |
| 33666 5 | RKR Dreams, Inc. | 3011 Plainfield Rd | Joliet | IL | (815)609-5870 |
| 33669 2 | Palatine Coffee Inc. | 801 East Dundee Rd | Palatine | IL | (847)874-7015 |
| 33674 1 | Diya, Inc. | 8753 S Stony Island Ave | Chicago | IL | (773)375-2426 |
| 33674 2 | Peoria Bloomington Donuts, Inc. | 2306 East Oakland Ave | Bloomington | IL | (309)662-2622 |
| 33686 2 | Barrington Donuts Inc. | 7450 Barrington Rd | Hanover Park | IL | (630)540-1740 |
| 33694 1 | Lisle Two, Inc. | 819 Ogden Ave | Lisle | IL | (708)253-8664 |
| 33698 0 | DEERFIELD BREWS, INC. | 499 Lake Cook Rd | Deerfield | IL | (847)272-6100 |
| 33698 8 | Five Star Brothers Inc | 1136 E. Sibley Blvd | Dolton | IL | (708)849-3991 |
| 33710 6 | GURNEE COFFEE INC. | 5414 Grand Ave | Gurnee | IL | (847)249-9200 |
| 33726 8 | New Prakash, Inc. | 1237 N Eola Rd | Aurora | IL | (630)375-0991 |
| 33739 | SHAUN ASSOCIATES INC. | 2477 S Archer Ave | Chicago | IL | (312)225-3211 |

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| 337460 | Jay Maruti Corporation | 185 W. North Ave | West Chicago | IL | (630)562-9001 |
| 337556 | EAST ZION COFFEE INC. | 2101 Sheridan Rd | Zion | IL | (847)665-8144 |
| 337587 | Purohit Brothers Inc. | 5050 N Cicero Ave | Chicago | IL | (773)481-1488 |
| 337637 | Jaffer Khowaja | 2270 Randall Rd | Carpentersville | IL | (847)844-3938 |
| 337720 | Thomas Management Associates, Inc. | 3977 W Columbus Ave | Chicago | IL | (773)581-6530 |
| 337724 | McHenry Donuts, Inc. | 4502 W Elm St | Mchenry | IL | (815)363-1974 |
| 337732 | SHREE MT PROSPECT INC. | 820 E Rand Rd | Mount Prospect | IL | (847)394-8654 |
| 338026 | Kardo 2, Inc. | 1900 Dempster St | Evanston | IL | (847)257-5454 |
| 338152 | National Foods, Inc. | 3946 W Devon Ave | Lincolnwood | IL | (847)677-7077 |
| 338463 | Sanderimata, Inc. | 7501 W Cermak Rd | North Riverside | IL | (708)447-9023 |
| 338604 | OM Shree Neelkanth, Inc. | 13313 S State Route 59 | Plainfield | IL | (815)609-1940 |
| 338694 | Mokena Donuts Inc | 11212 W Lincoln Hwy | Mokena | IL | (815)806-8270 |
| 338740 | OM Shreeji, Inc. | 955 Brook Forest Ave | Shorewood | IL | (815)609-5570 |
| 338747 | Nilesh, Inc. | 469 W Liberty St | Wauconda | IL | (847)487-6880 |
| 338802 | Crystal Foods Inc. | 200 E Ohio St | Chicago | IL | (872)873-2922 |
| 338969 | Janki & Mamta Corp. | 5443 W 127th St | Crestwood | IL | (708)396-9701 |
| 339071 | Nasa One, Inc. | 8049 S Harlem Ave | Burbank | IL | (708)430-4791 |
| 339233 | 15060 SOUTH BELL DONUTS, INC. | 14135 S Bell Rd | Homer Glen | IL | (708)301-9588 |
| 339235 | OM SHRI SAI INC. | 404 W University Ave | Urbana | IL | (217)328-3513 |
| 339425 | Harvey Donuts, Inc. | 16242 S Halsted | Harvey | IL | (708)331-5801 |
| 339462 | Orland Park Donuts, Inc. | 11309 W 143rd St | Orland Park | IL | (708)364-7150 |
| 339524 | Country Club Donuts, Inc. | 4021 W 183rd St | Country Club Hills | IL | (708)206-1606 |
| 339721 | KATE & MAJ INC. | 6001 West Addison Ave | Chicago | IL | (773)202-1915 |
| 339728 | Moonstone Foods Enterprises, LLC | 600 S. Wabash Ave | Chicago | IL | (872)873-2931 |
| 339870 | JJL Inc. | 12090 Princeton Dr | Huntley | IL | (847)669-9495 |
| 340173 | Shree Dutt, Inc. | 2640 N Narragansett Ave | Chicago | IL | (773)622-7591 |
| 340344 | North Riverside Donuts, Inc. | 8360 W Cermak Ave | North Riverside | IL | (708)447-9201 |
| 340378 | Jay Maa, Inc. | 34484 N Us Highway 45 | Third Lake | IL | (847)223-5353 |

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| 340379 | Chung Jin Corp. | 4821 N. Kedzie Ave | Chicago | IL | (773)463-2691 |
| 340391 | K.M. Coffee Inc. | 335 S. Eastwood Dr | Woodstock | IL | (815)338-9499 |
| 340404 | PATEL DONUT MILWAUKEE INC. | 2247 N. Milwaukee Ave | Chicago | IL | (773)235-1365 |
| 340608 | Oak-Elm Donuts, Inc. | 782 W Oakton | Des Plaines | IL | (847)290-0752 |
| 340620 | J & SP Food Inc. | 510 Auburn Drive | Island Lake | IL | (847)665-8114 |
| 340842 | Alsip Donuts, Inc. | 12150 S. Cicero Ave | Alsip | IL | (708)824-9744 |
| 340873 | Kokila Corporation | 7905 S Cicero | Chicago | IL | (773)585-2432 |
| 341237 | Grand Donuts, Inc. | 5050 W Grand Ave | Chicago | IL | (773)622-3373 |
| 341285 | SHREE SHIV INC. | 4644 W Diversey | Chicago | IL | (773)202-1940 |
| 341408 | 2nd Gen - DWTN AH, INC | 122 S Arlington Heights Rd | Arlington Heights | IL | (847)483-9820 |
| 341432 | MUNDELEIN RT 83 COFFEE INC. | 722 S. Rt. 83 | Mundelein | IL | (847)796-8763 |
| 341527 | New Lenox Donuts Inc | 970 Laraway Rd | New Lenox | IL | (815)485-8270 |
| 341761 | Joliet Donuts, Inc. | 2959 W Jefferson St | Joliet | IL | (815)729-1940 |
| 341762 | Oak Forest Donuts, Inc. | 4152 W 167th St | Oak Forest | IL | (708)331-9610 |
| 341778 | Des Plaines Donuts, Inc. | 1552 Rand Rd | Des Plaines | IL | (847)635-3342 |
| 342011 | PPP EOLA DONUTS INC. | 2380 South Eola Rd | Aurora | IL | (630)820-1869 |
| 342052 | MANISHA INC. | 817 E Belvidere Rd | Grayslake | IL | (847)230-0313 |
| 342164 | Sodagar Business, Inc. | 901 W Washington Blvd | Chicago | IL | (312)850-3450 |
| 342243 | PG & VE, Inc. | 148 W North Ave | Northlake | IL | (708)531-9006 |
| 342335 | Nagle Donuts Inc. | 5205 N Nagle Avenue | Chicago | IL | (773)763-7160 |
| 342436 | Worth 2, Inc. | 10340 S Harlem Ave | Palos Hills | IL | (708)907-3622 |
| 342442 | Matru Krupa 2, Inc. | 4740 N River Road | Schiller Park | IL | (847)671-9588 |
| 342488 | SHAN-ZEE'S INVESTMENT GROUP LLC | 210 Peterson Rd | Libertyville | IL | (847)680-8008 |
| 342523 | Vinayak Donuts, Inc. | 9800 S Western Ave | Evergreen Park | IL | (708)424-6666 |
| 342731 | 1600 Donut, Inc. | 1600 N. Knoxville Ave | Peoria | IL | (309)688-2021 |
| 342748 | 4851 Belmont Donut Inc. | 4851 W Belmont Ave | Chicago | IL | (773)777-7589 |
| 343082 | SHREE BKR, INC. | 5707 W North Ave | Chicago | IL | (773)622-5360 |
| 343084 | Hickory Hills Donuts, Inc. | 7847 W. 95th St | Hickory Hills | IL | (708)599-6500 |
| 34309 | Peterson Foods, Inc. | 3401 W. Peterson Ave | Chicago | IL | (773)267-6777 |

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| 343169 | De Jurs Enterprises, Inc. | 3347 W. North Ave | Chicago | IL | (773)486-7974 |
| 343190 | Minooka Donuts Inc | 106 N. Ridge Rd | Minooka | IL | (815)521-2911 |
| 343456 | DEJURAS LARAMIE GROUP CORP. | 782 N Laramie Ave | Chicago | IL | (773)626-2343 |
| 343774 | Broadview Donuts and Coffee Inc | 1940 Roosevelt Rd | Broadview | IL | (708)681-2420 |
| 343864 | NRN 59 Kedzie, Inc. | 5931 S. Kedzie Ave | Chicago | IL | (773)776-5900 |
| 344036 | Shacha Inc. | 7086 W. 183rd St | Tinley Park | IL | (708)444-0800 |
| 344408 | God Shiva Inc. | 8007 Ogden Ave | Lyons | IL | (708)442-8412 |
| 344422 | HARI DONUTS BATAVIA, INC. | 2002 W Wilson St | Batavia | IL | (630)406-9170 |
| 344504 | Star Coffee of Crystal Lake, LLC | 4817 Northwest Hwy | Crystal Lake | IL | (815)477-4817 |
| 345349 | HG FOSTER LLC | 5130 N Broadway St | Chicago | IL | (773)878-4623 |
| 345698 | Shree Radhakrishna Inc. | 7660 W Madison St | Forest Park | IL | (708)488-9488 |
| 345798 | GRAND AVE COFFEE INC. | 1609 Grand Ave | Waukegan | IL | (847)629-7528 |
| 346737 | Canal Foods, Inc. | 500 W. Roosevelt Rd | Chicago | IL | (872)873-2921 |
| 347231 | Gunatit, Inc. | 9100 S Commercial Ave | Chicago | IL | (773)221-3991 |
| 347869 | Shree Madison Donuts, Inc. | 217 W Madison St | Oak Park | IL | (708)660-9379 |
| 349441 | HYDEPARK TWO INC. | 1418 E 53rd St | Chicago | IL | (773)410-6338 |
| 349945 | Karim Inc #6 | 1410 Waukegan Rd | Glenview | IL | (847)724-3200 |
| 350036 | OM SHREE BHOLENATH INC. | 6008 N Illinois St | Fairview Heights | IL | (618)489-1026 |
| 350101 | Shimurima, Inc. | 1651 N Western Ave | Chicago | IL | (773)697-8582 |
| 350197 | EVA I INC | 448 E 87th St | Chicago | IL | (773)846-8400 |
| 350881 | HARLEM DONUTS, INC. | 5401 N Harlem Ave | Chicago | IL | (708)831-4209 |
| 350908 | SOUTHSIDE MANAGEMENT INC. | 1749 W 87th St | Chicago | IL | (773)233-8887 |
| 351253 | 2ND GEN - GLEN ELLYN INC. | 651 Roosevelt Rd | Glen Ellyn | IL | (630)474-0463 |
| 351268 | Zuri, Inc. | 7553 N Paulina St | Chicago | IL | (773)274-0204 |
| 351290 | HARI DONUTS DEKALB, INC. | 1101 W Lincoln Hwy | Dekalb | IL | (815)901-0484 |
| 351403 | DMM 103RD KING, LLC | 350 E 103rd St | Chicago | IL | (773)468-1407 |
| 351650 | AMIKRU, INC. | 9500 179th St | Tinley Park | IL | (708)429-9600 |
| 352059 | Shivam Donuts, Inc. | 702 S Washington St | Naperville | IL | (331)472-4495 |

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| 35219 0 | Karim #9, Inc. | 742 W Higgins Rd | Park Ridge | IL | (847)823-4300 |
| 35220 9 | Lake Park Two, Inc. | 1400 E 47th St | Chicago | IL | (708)263-9739 |
| 35235 5 | Karim #11, Inc. | 4445 Golf Rd | Skokie | IL | (847)675-7800 |
| 35246 3 | DMM 115TH, LLC | 11525 S Halsted St | Chicago | IL | (773)726-2538 |
| 35249 9 | ASHA DONUTS, INC. | 2057 Lincoln Highway | Saint Charles | IL | (630)444-0828 |
| 35261 9 | Naperville Donuts, Inc. | 2880 95th St | Naperville | IL | (630)922-4432 |
| 35320 2 | 2ND GEN - BIESTERFIELD INC. | 50 Biesterfield Rd | Elk Grove Village | IL | (847)437-1004 |
| 35321 5 | PEORIA KNOXVILLE DONUTS, INC. | 8209 N Knoxville Ave | Peoria | IL | (309)643-1779 |
| 35358 8 | HARI DONUTS MAIN STREET, INC. | 2701 E Main St | Saint Charles | IL | (331)901-5116 |
| 35365 5 | Westmont Donut, Inc. | 121 W Ogden Ave | Westmont | IL | (630)395-9698 |
| 35463 3 | ARMY TRAIL DONUTS, INC. | 2130 Bloomingdale Rd | Glendale Heights | IL | (847)648-4941 |
| 35479 5 | Rock Fall Donuts Two, Inc. | 1800 1st Ave | Rock Falls | IL | (708)263-9756 |
| 35512 7 | DIYA TORRENCE, LLC | 10351 S Torrence Ave | Chicago | IL | (773)633-1557 |
| 35562 3 | Morton Donuts, Inc. | 120 W Ashland St | Morton | IL | (309)263-4635 |
| 35578 4 | ROLLING MEADOWS DONUTS, INC. | 1921 W Algonquin Rd | Rolling Meadows | IL | (847)670-0440 |
| 35599 3 | SREC - BRIDGEVIEW INC. | 7949 W 79th St | Bridgeview | IL | (708)458-2143 |
| 35639 6 | CANTON DONUTS LLC | 59 W Locust St | Canton | IL | (309)357-5198 |
| 35641 7 | Peoria Quincy Donuts, Inc | 2602 Broadway St | Quincy | IL | (217)214-3865 |
| 35649 1 | Dundee Coffee Inc. | 1169 Dundee Ave | Elgin | IL | (630)206-3936 |
| 35679 6 | Peoria Macomb Donuts, Inc | 820 W Jackson St | Macomb | IL | (309)421-0337 |
| 35703 0 | Oaklawn Metra Donuts Inc. | 9500 S 50th Ct | Oak Lawn | IL | (224)735-5554 |
| 35739 2 | East Peoria Donuts Incorporated | 303 S Main St | East Peoria | IL | (309)966-3007 |
| 35781 5 | STREATOR TWO DONUTS INC. | 2377 North Bloomington St | Streator | IL | (773)956-3943 |
| 35794 8 | Peoria Grand Prairie, Inc. | 5207 W War Memorial Dr | Peoria | IL | (309)731-4914 |
| 35843 4 | RIDGE COFFEE LLC | 9680 S Ridgeland Ave | Chicago Ridge | IL | (630)841-4406 |
| 35873 2 | DIYA STONY LLC | 7013 S Stony Island Ave | Chicago | IL | (773)633-0849 |
| 35905 9 | POSEN DONUTS INC. | 2306 W 147th St | Posen | IL | (708)357-8591 |
| 35936 9 | DIYA AVENUE O, LLC | 11711 S Ave O | Chicago | IL | (773)437-4064 |
| 35938 | Expansion 83 Inc. | 1165 Mchenry Rd | Buffalo Grove | IL | (847)353-1363 |

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| 359414 | Bhakti Associates Inc | 3501 Roosevelt Road | Chicago | IL | (773)405-6262 |
| 359561 | Diversey D.B.T., Inc. | 2706 N Halsted St | Chicago | IL | (773)871-8646 |
| 362660 | BAKER'S DONUT, INC | 8584 W Dempster St | Niles | IL | (847)768-1900 |
| 362708 | DHRUVI ASSOCIATES INC. | 8736 S Kedzie Ave | Evergreen Park | IL | (773)776-2263 |
| 362749 | ROUND LAKE COFFEE, LLC | 751 North Fairfield Road | Round Lake | IL | (847)242-8247 |
| 362796 | Radhe Krishna, Inc. | 351 S Randall Rd | Elgin | IL | (847)622-0100 |
| 363287 | Lockwood Coffee Inc | 5252 Dempster Street | Skokie | IL | (847)470-7100 |
| 363385 | Ottawa Donuts, Inc. | 2866 Columbus St | Ottawa | IL | (815)434-0093 |
| 363651 | Hoffman Donuts, Inc. | 1305 Barrington Road | Hoffman Estates | IL | (224)329-5452 |
| 364102 | DIYA 24th WESTERN LLC | 2448 W 24th St | Chicago | IL | (872)444-8180 |
| 364125 | GALESBURG DONUTS AND ICE CREAM, INC. | 955 North Henderson Street | Galesburg | IL | (309)541-6000 |
| 364245 | K & K ASAF JV, LLC | O'Hare Airport, Terminal 5 Arrivals | Chicago | IL | (773)462-1051 |
| 300415 | Indianapolis Donut, Inc. | 1531 Indianapolis Blvd | Whiting | IN | (219)659-0232 |
| 301633 | VCAL Donuts, Inc. | 3310 Calumet Ave | Valparaiso | IN | (219)465-0440 |
| 301635 | Griffith Donut, Inc. | 6060 W Ridge Rd | Gary | IN | (219)972-3942 |
| 301651 | Broadway Donut Inc. | 5775 S Broadway | Merrillville | IN | (219)887-4710 |
| 304650 | Urat, Inc. | 9228 Indianapolis Blvd | Highland | IN | (219)838-2350 |
| 307466 | Valpo30 Donuts, Inc. | 1651 Morthland Dr | Valparaiso | IN | (219)531-6363 |
| 310448 | Northwest Indiana Donuts, Inc. | 4614 Calumet Ave | Hammond | IN | (219)931-5060 |
| 336487 | Aumshiv, Inc. | 1695 U.S. Route 41 | Schererville | IN | (219)865-5102 |
| 336490 | Priya, Inc. | 1126 N. Main St | Crown Point | IN | (219)661-9441 |
| 336784 | Hobart Donuts, Inc. | 1621 East 37th Ave | Hobart | IN | (219)947-7670 |
| 339070 | Shree Balagi, Inc. | 9405 Wicker Ave | Saint John | IN | (219)365-1230 |
| 339087 | Sweet Treats, Inc. | 1371 Joliet St | Dyer | IN | (219)322-6699 |
| 339793 | HAMMOND DONUTS INC | 7306 Calumet Ave | Hammond | IN | (219)933-0853 |
| 339801 | Krishna Aum Shiv Incorporated | 2050 W. 81st Ave | Merrillville | IN | (219)736-6800 |
| 339980 | JEFFERSON ROAD DONUTS INC | 6747 Jefferson Blvd | Fort Wayne | IN | (260)432-8291 |
| 341449 | Balagi, Inc. | 8235 Calumet Ave | Munster | IN | (219)836-8525 |

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| 34568 3 | Route 6 Donuts, Inc. | 6550 U.S. Highway 6 | Portage | IN | (219)763-4400 |
| 34651 7 | Michigan City Donuts, Inc. | 5234 Franklin St | Michigan City | IN | (219)879-2922 |
| 35482 5 | BOUCHER INC. | 7410 Kennedy Ave | Hammond | IN | (219)803-6461 |
| 35727 3 | MARUTI DONUTS 1 INC | 3960 N 1st Ave | Evansville | IN | (812)550-1500 |
| 35968 8 | RAISHAAN BLOOMINGTON DONUTS, LLC | 300 S College Mall Rd | Bloomington | IN | (812)822-0951 |
| 36286 3 | LOWELL DONUTS, INC. | 1660 East Commercial Avenue | Lowell | IN | (219)695-0287 |
| 36328 5 | HOBART LAKE PARK DONUTS, INC. | 1475 South Lake Park Avenue | Hobart | IN | (219)945-9600 |
| 36541 4 | Southlake Coffee LLC | 2018 Southlake Mall | Merrillville | IN | (708)743-5615 |
| 35948 5 | HARTMAN HOLDINGS, INC. | 5917 Ashby Ave | Fort Riley | KS | (785)209-3558 |
| 36280 2 | PAK MANAGEMENT OF KANSAS INC. | 1533 E 17th Ave. | Hutchinson | KS | (620)860-0166 |
| 35877 2 | HARTMAN HOLDINGS, INC. | 2013 Eisenhower Ave | Fort Knox | KY | (502) 233-8289 |
| 30606 6 | CRESCENT SPRINGS ROD, LLC | 2410 High St | Crescent Springs | KY | (859)331-4202 |
| 35595 6 | Wild Buck Donuts 2, LLC | 1653 Highway 192 W | London | KY | (606)260-8475 |
| 35822 6 | CBG HOPKINSVILLE LLC | 2525 Fort Campbell Blvd | Hopkinsville | KY | (270)632-1071 |
| 36418 0 | St. Charles Gaming Company, L.L.C. | 100 Westlake Avenue | Westlake | LA | (337)430-2432 |
| 35172 9 | SRI SAI DONUTS, L.L.C. | 4300 Veterans Memorial Blvd | Metairie | LA | (504)252-9565 |
| 35205 6 | OM LAPLACE DONUTS LLC | 1334 W Airline Hwy | La Place | LA | (985)359-9244 |
| 35791 5 | SWLA DELIGHTS, L.L.C. | 228 S Cities Service Highway | Sulphur | LA | (337)287-4366 |
| 35791 6 | SWLA DELIGHTS, L.L.C. | 4301 Nelson Rd | Lake Charles | LA | (337)564-6309 |
| 36340 3 | HARTMAN HOLDINGS, INC. | 7323 Utah Avenue | Fort Polk South | LA | (337)404-6210 |
| 36361 9 | SWLA DELIGHTS, L.L.C. | 2700 Ruth Street | Sulphur | LA | (337)888-1087 |
| 30186 8 | Norfolk Donuts, Inc. | 134 Main St | Norfolk | MA | (508)528-8853 |
| 33797 3 | Allco II, Inc. | 10 Woburn St | Lexington | MA | (781)652-8558 |
| 34042 9 | FT Donuts, Inc. | 127 Main St. | Foxboro | MA | (508)543-5460 |
| 33061 9 | A & L Donuts, Inc. | 12200 Veirs Mill Road | Silver Spring | MD | (301) 946-7391 |
| 30055 3 | Nanduba, Inc. | 580 Frederick Rd | Catonsville | MD | (410)788-7001 |
| 30059 5 | Rupani Corporation | 7152 Ritchie Hwy | Glen Burnie | MD | (410)761-3995 |
| 30177 9 | Shriji Corporation | 6305 Washington Blvd | Elkridge | MD | (410)379-5338 |
| 30250 | Savi Group, Inc. | 2057 University Blvd E | Hyattsville | MD | (301)434-6196 |

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| 30291 1 | DMD BALTIMORE-14903, LLC | 14903 Baltimore Ave | Laurel | MD | (301)617-4965 |
| 30344 4 | Ashapura, Inc. | 4767 Allentown Rd | Suitland | MD | (301)568-9872 |
| 30344 6 | Easton Donut Shop, Inc. | 8461 Ocean Gtwy | Easton | MD | (410)820-8300 |
| 30420 1 | Shree Radhe Corporation | 604 Ritchie Hwy | Severna Park | MD | (240)856-9841 |
| 30496 2 | Ocean City Donut Shops, Inc. | 11901 Coastal Hwy | Ocean City | MD | (410)524-0346 |
| 30618 6 | PDP Corporation | 1200 Route 3 | Crofton | MD | (410)721-4750 |
| 31019 2 | DMD BALTIMORE-9701, LLC | 9701 Baltimore Ave | College Park | MD | (301)220-0347 |
| 31032 6 | Gayatry, Inc. | 3510 Crain Hwy | Waldorf | MD | (301)645-9303 |
| 33013 9 | Narayan Donuts Inc. | 18a Bel Air South Parkway | Bel Air | MD | (410)569-4205 |
| 33062 0 | DMD Darnestown-12168, LLC | 12168 Darnestown Rd | Gaithersburg | MD | (301)947-3496 |
| 33544 0 | A & L Donuts, Inc. | 13810 Connecticut Ave | Aspen Hill | MD | (301)438-2650 |
| 33825 6 | GN GWYNN OAK, LLC | 6929 Liberty Rd | Gwynn Oak | MD | (410)701-0510 |
| 33894 1 | Nistha, LLC | 1427 Dual Highway | Hagerstown | MD | (240)513-6120 |
| 33956 8 | Shriji Corporation | 1614 Annapolis Rd | Odenton | MD | (410)674-3800 |
| 33978 5 | Harshidh Donuts, Inc. | 12210 Clarksville Pike | Clarksville | MD | (443)535-0600 |
| 34017 1 | BMD Accokeek LLC | 15793 Livingston Rd | Accokeek | MD | (301)292-3339 |
| 34024 2 | DAHI DONUTS, LLC | 6900 Dogwood Rd | Woodlawn | MD | (410)277-0995 |
| 34047 7 | Ragu Ram, Inc. | 7061 Baltimore Annapolis Blvd | Glen Burnie | MD | (410)691-0215 |
| 34052 3 | Annapolis Donut Shops, Inc. | 350 Mountain Rd | Pasadena | MD | (410)255-4680 |
| 34052 4 | Annapolis Donut Shops, Inc. | 8564 Veterans Hwy | Millersville | MD | (410)729-4130 |
| 34059 6 | RAJ & KK, L.L.C. | 9419 Common Brook Dr | Owings Mills | MD | (410)356-9922 |
| 34068 2 | Shriji Corporation | 8743 Piney Orchard Pkwy | Odenton | MD | (410)695-2223 |
| 34076 9 | GN New Market, LLC | 11715 Old National Pike | New Market | MD | (301)865-1509 |
| 34080 4 | SGP, LLC | 48 Main St | Reisterstown | MD | (410)833-0411 |
| 34109 7 | Durga Donuts, Inc. | 8305 Ice Crystal Dr | Scaggsville | MD | (301)498-3250 |
| 34132 7 | DMD Wisteria-12915, LLC | 12915 Wisteria Dr | Germantown | MD | (301)528-6250 |
| 34143 0 | SGP, LLC | 10902 Boulevard Circle | Owings Mills | MD | (410)363-9893 |
| 34222 4 | Nanduba, Inc. | 7916 Dorsey Run Road | Jessup | MD | (410)799-7570 |

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| 34256 2 | Karma Donuts, LLC | 5800 Reisterstown Rd | Baltimore | MD | (410)358-3404 |
| 34258 9 | Nistazos and Sons, Inc. | 3600 Boston St | Baltimore | MD | (410)276-0644 |
| 34299 3 | Ocean City Donut Shops, Inc. | 11001 Manklin Creek Rd | Berlin | MD | (410)208-3609 |
| 34299 8 | Umiya Donuts Inc | 7529 Belair Rd | Baltimore | MD | (410)929-8113 |
| 34309 1 | LAABH Incorporated | 13108 Pennsylvania Ave | Hagerstown | MD | (301)665-3762 |
| 34312 8 | SV Donuts One, LLC | 6851 New Hampshire Avenue | Takoma Park | MD | (301)270-2445 |
| 34329 2 | NKJ Lusby Donuts, LLC | 174 Village Center Dr | Lusby | MD | (410)326-9196 |
| 34369 1 | Krishna Donuts, Inc. | 9469 Baltimore National Pk | Ellicott City | MD | (410)203-1777 |
| 34432 7 | Salisbury Donut Shops, Inc. | 223 Pocomoke Marketplace | Pocomoke City | MD | (443)345-1435 |
| 34446 0 | BOWIE COFFEE LLC | 6101 Highbridge Rd | Bowie | MD | (301)262-8239 |
| 34517 7 | GN Fingerboard, LLC | 8925 Fingerboard Rd | Frederick | MD | (301)810-5103 |
| 34767 9 | Nistazos and Sons, Inc. | 1342 Cape Saint Claire Rd | Annapolis | MD | (410)349-0070 |
| 34878 6 | Mt. Airy Donuts, Inc. | 1401 S Main St | Mount Airy | MD | (301)829-9005 |
| 34904 1 | Shree Nathji Corporation | 15640 Old Columbia Pike | Burtonsville | MD | (301)476-7305 |
| 34912 9 | Preeti Corporation | 8600 Washington Blvd | Jessup | MD | (301)875-4732 |
| 34924 0 | Milan Patel | Bwi Airport | Glen Burnie | MD | (410)859-8033 |
| 34991 6 | Damascus Donuts, Inc. | 9803 Main St | Damascus | MD | (301)391-6100 |
| 35130 5 | LUIS GROUP FOUR, LLC | 18558 Woodfield Rd | Gaithersburg | MD | (240)631-2222 |
| 35150 3 | RADHA RANI CORPORATION | 2733 Annapolis Rd | Hanover | MD | (443)661-4645 |
| 35178 9 | Salisbury Donut Shops, Inc. | 109a Hampshire Road | Salisbury | MD | (410)630-8180 |
| 35184 1 | LUIS GROUP FIVE, LLC | 4905 Cordell Ave | Bethesda | MD | (301)652-7656 |
| 35185 8 | APNA DONUTS LLC | 11121 York Rd | Cockeysville | MD | (443)281-8439 |
| 35233 1 | BHAKTINANDAN DONUTS INC. | 35 Osborne Pkwy | Forest Hill | MD | (410)929-9177 |
| 35249 0 | GN STATION, LLC | 15231 Hall Rd | Bowie | MD | (240)206-8363 |
| 35249 1 | SAT GURU DONUTS LLC | 7657 Arundel Mills Blvd | Hanover | MD | (410)799-5100 |
| 35271 3 | Ocean City Donut Shops, Inc. | 405 N Boardwalk | Ocean City | MD | (410)289-2081 |
| 35330 5 | Upcounty Thurmont Donuts LLC | 4969 Westview Dr | Frederick | MD | (240)815-5960 |
| 35426 8 | Upcounty Thurmont Donuts LLC | 200 Middletown Pkwy | Middletown | MD | (240)490-8681 |
| 35513 | CBG Riverdale, LLC | 5603 Riverdale Rd | Riverdale Park | MD | (240)764-6542 |

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| 35555 1 | GN PLAZA, LLC | 12172 Central Ave | Mitchellville | MD | (301)249-4100 |
| 35653 7 | GN Hill, LLC | 6868b Race Track Rd | Bowie | MD | (240)260-3050 |
| 35676 8 | SHIV HAGERSTOWN, LLC | 10319 Sharpsburg Pike | Hagerstown | MD | (240)850-3015 |
| 35710 9 | UPCOUNTY FREDERICK DONUTS LLC | 1194 Dutchmans Creek Dr | Brunswick | MD | (301)969-0349 |
| 35748 7 | Luis Group Eighteen, LLC | 19706 Fisher Ave | Poolesville | MD | (301)407-9139 |
| 35748 8 | LUIS GROUP SEVENTEEN, LLC | 18006 Mateny Rd | Germantown | MD | (301)515-0737 |
| 35883 3 | GN NISH, LLC | 8909 Central Ave | Capitol Heights | MD | (301)324-3078 |
| 35946 2 | White Oak Donuts, LLC | 11140 New Hampshire Ave | Silver Spring | MD | (301)593-1045 |
| 36243 7 | Maniba Corporation | 9200 Old Annapolis Rd | Columbia | MD | (410)740-6661 |
| 36312 0 | Four Corners Donuts, LLC | 115 University Boulevard West | Silver Spring | MD | (301)681-2903 |
| 36359 6 | DMD Frederick-16268, LLC | 16268 Frederick Road | Gaithersburg | MD | (301)990-9499 |
| 36371 4 | GN ROLAND, LLC | 6223 North Charles Street | Baltimore | MD | (410)929-8789 |
| 30188 8 | DIYA, WOODHAVEN LLC | 20050 West Road | Woodhaven | MI | (734) 692-4445 |
| 30056 9 | Manikrupa Corporation | 34417 Ford Rd | Westland | MI | (734)578-0016 |
| 30065 3 | OM OAK PARK DONUTS INC | 25170 Greenfield Rd | Oak Park | MI | (248)967-6288 |
| 30070 2 | OM SOUTHFIELD DONUTS INC | 24740 Telegraph Rd | Southfield | MI | (248)352-8447 |
| 30071 2 | KARDO 15 LLC | 28875 Dequindre Rd | Madison Heights | MI | (248)915-5539 |
| 30148 5 | ST JOSEPH DONUTS, INC. | 2731 Niles Ave | Saint Joseph | MI | (269)983-7909 |
| 30148 7 | KARDO 13 LLC | 11111 Telegraph Rd | Taylor | MI | (734)626-5580 |
| 30400 9 | OM NOVI DONUTS INC | 39415 W 10 Mile Rd | Novi | MI | (248)426-9348 |
| 30446 1 | OM FARMINGTON HILLS DONUTS INC | 27919 Grand River Ave | Farmington Hills | MI | (248)427-0264 |
| 30602 0 | DIYA, 8 MILE LLC | 14900 E 8 Mile Rd | Detroit | MI | (313)521-8196 |
| 30604 1 | OM CANTON DONUTS INC | 41511 Ford Rd | Canton | MI | (734)844-1589 |
| 30648 7 | KARDO 18 LLC | 22451 Woodward Ave | Ferndale | MI | (248)914-4313 |
| 33134 8 | Atty Seventy Five, LLC | 21980 Sibley Rd | Brownstown | MI | (734)281-8952 |
| 33655 1 | OM WIXOM DONUTS INC | 28040 S Wixom Rd | Wixom | MI | (248)449-8815 |
| 33655 5 | KARDO 14 LLC | 44603 Mound Rd | Sterling Heights | MI | (586)223-6654 |
| 33727 3 | Jaybharat, Inc. | 600 S Opdyke Rd | Pontiac | MI | (248)758-1900 |

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| 337855 | OM REDFORD DONUTS INC. | 9406 Telegraph Rd | Redford | MI | (313)539-4910 |
| 339503 | OM GREENFIELD DONUTS INC | 23113 Greenfield Rd | Southfield | MI | (248)234-8525 |
| 339641 | Lekander-Trombo, LLC | 763 S. Michigan Ave | Howell | MI | (517)546-3100 |
| 340300 | KARDO 9 LLC | 24235 Michigan Ave | Dearborn | MI | (313)400-2287 |
| 340661 | KARDO 20 LLC | 1700 W 14 Mile Rd | Royal Oak | MI | (248)838-8221 |
| 349005 | Brighton-Hilton, LLC | 8281 Grand River Rd | Brighton | MI | (810)229-5330 |
| 349387 | KCD Development, L.L.C. | 378 S Broadway St | Lake Orion | MI | (248)693-7855 |
| 349468 | Waterford Donuts, Inc. | 4399 Highland Rd | Waterford | MI | (248)681-7000 |
| 353401 | 13 MILE DONUT INC | 5847 13 Mile Rd | Warren | MI | (586)275-2807 |
| 354602 | SOUTHFIELD DONUTS INC | 28777 Northwestern Highway | Southfield | MI | (248)353-1710 |
| 354606 | DIYA, MONROE LLC | 1520 N Telegraph Rd | Monroe | MI | (734)206-1945 |
| 355043 | Lekander-Trombo, LLC | 11055 Highland Rd | Hartland | MI | (810)991-0004 |
| 356372 | OM Keego Harbor Donuts, Inc. | 2907 Orchard Lake Rd | Keego Harbor | MI | (248)977-1785 |
| 358610 | KARDO 22 INC. | 46895 Gratiot Avenue | Chesterfield | MI | (586)940-0149 |
| 359386 | AVE CAFE, LLC | 12951 Michigan Ave | Dearborn | MI | (313)406-5384 |
| 359482 | FLAT ROCK DONUTS INC. | 27050 Telegraph Road | Flat Rock | MI | (734)789-7017 |
| 360456 | KARDO 11 LLC | 4005 Dix Hwy | Lincoln Park | MI | (313)588-0497 |
| 362656 | SOUTHGATE G DONUTS LLC | 14791 Eureka Rd | Southgate | MI | (734)807-1226 |
| 362746 | BENTON HARBOR DONUTS, INC. | 2680 Michigan 139 | Benton Harbor | MI | (269)605-4454 |
| 363257 | Niles Michigan Donuts, Inc. | 1005 South 11th Street | Niles | MI | (269)479-0555 |
| 364555 | DAIRYLAND OPERATIONS, LLC | 501 Memorial Drive | Houghton | MI | (906)299-4890 |
| 356642 | Eliasco LLC | 1420 Yankee Doodle Rd | Eagan | MN | (651)478-4795 |
| 356643 | Eliasco LLC | 1224 Robert St S | West Saint Paul | MN | (651)207-5593 |
| 358873 | Eliasco 4 Woodbury, LLC | 6671 Valley Creek Rd | Woodbury | MN | (651)348-2369 |
| 358888 | Eliasco 5 Lakeville, LLC | 16179 Kenrick Ave | Lakeville | MN | (952)378-4332 |
| 359498 | DAIRYLAND OPERATIONS, LLC | 100 Paul Bunyan Dr S | Bemidji | MN | (218)398-2282 |
| 359700 | Eliasco 6 Cliff, LLC | 2105 Cliff Rd | Eagan | MN | (651)493-8049 |
| 363260 | DAIRYLAND OPERATIONS, LLC | 1632 2nd Avenue | International Falls | MN | (218)403-0552 |
| 36335 | Pennock-DB7 LLC | 7668 150th St W | Apple Valley | MN | (952)255-8275 |

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| 363364 | Grove-DB8, LLC | 7584 80th Street South | Cottage Grove | MN | (651)478-4381 |
| 365341 | DAIRYLAND OPERATIONS, LLC | 1250 South Pokegama Avenue | Grand Rapids | MN | (218)793-3425 |
| 336989 | Nam-Ho Development LLC | 1518 Bob F Griffin Road | Cameron | MO | (816)632-3415 |
| 351388 | Om Arnold Donuts Inc | 900 Jeffco Blvd | Arnold | MO | (636)287-3856 |
| 353804 | Bapa Columbia Inc | 3100 S Providence Rd | Columbia | MO | (573)514-7020 |
| 354444 | Om Shree Hanuman Inc. | 4009 Highway K | O Fallon | MO | (636)244-0825 |
| 355426 | Om Shree Narayana Inc. | 12121 Saint Charles Rock Rd | Bridgeton | MO | (314)455-4400 |
| 355752 | Bapa W. Highway 76 MO LLC | 1305 W Highway 76 | Branson | MO | (417)942-1163 |
| 357163 | Bapa Range Line Inc | 3075 Range Line St | Columbia | MO | (573)607-3865 |
| 357164 | OM SHREE GOVINDA INC | 10250 Page Ave | Overland | MO | (314)731-6071 |
| 359024 | Bapa Republic LLC | 756 Us Highway 60 E | Republic | MO | (417)732-2922 |
| 362959 | Bapa Glenstone Inc | 1614 S Glenstone Ave | Springfield | MO | (417)942-2998 |
| 363074 | Stuckeys Doolittle LLC | 90 Truman St | Newburg | MO | (573)762-3111 |
| 363450 | The Hospitality Group Inc. | 711 Lucky Ln | Robinsonville | MS | (662)363-5825 |
| 307528 | Krish Retail, LLC | 433a Western Blvd | Jacksonville | NC | (910)939-5257 |
| 330299 | Havelock Donut LLC | 113 E Main St | Havelock | NC | (252)444-3030 |
| 330489 | Morehead Donuts, LLC | 2908 Arendell St | Morehead City | NC | (252)247-4888 |
| 331785 | Coastal Raleigh Investments, LLC | 7137 Us Hwy 64 East | Knightdale | NC | (984)344-4276 |
| 334786 | Coastal Raleigh Investments, LLC | 5265 Six Forks Rd | Raleigh | NC | (984)344-4317 |
| 336996 | Four Point Ventures Statesville, LLC | 241 Turnersburg Hwy | Statesville | NC | (704)838-1004 |
| 337413 | TASTY DELITES OF NC, LLC | 14055 Hwy 74 West | Indian Trail | NC | (704)882-3858 |
| 337709 | SOUTH TRYON & SANDY PORTER CLT, LLC | 9033 S Tryon St | Charlotte | NC | (704)583-0411 |
| 340396 | Clayton Raleigh, LLC | 770 Enterprise Drive | Clayton | NC | (919)359-8464 |
| 340408 | Four Point Ventures, LLC | 701 S Kings Dr | Charlotte | NC | (704)331-2940 |
| 340674 | Four Point Ventures BFR, LLC | 5029 Beatties Ford Rd | Charlotte | NC | (704)394-2828 |
| 340853 | BRAGG DONUTS LLC | 3411 Ramsey St | Fayetteville | NC | (910)252-9476 |
| 340985 | TRIAD DONUTS LLC | 274 Eastchester Drive | High Point | NC | (336)781-4555 |
| 341210 | JAS Inc. | 2561 Peters Creek Pkwy | Winston Salem | NC | (336)784-0266 |

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| 341313 | NCDonut-Gilead, LLC | 10310 Wilmington St | Huntersville | NC | (704)948-5454 |
| 341488 | 1450 Fuquay Raleigh, LLC | 1450 N Main Street | Fuquay Varina | NC | (919)577-1150 |
| 341637 | Mint Hill Property, LLC | 7001 Matthews Mint Hill Rd | Mint Hill | NC | (704)545-7480 |
| 342104 | HWY 55 CARY RALEIGH, LLC | 2740 Nc Hwy 55 | Cary | NC | (919)303-4334 |
| 342298 | Albemarle Rd CLT, LLC | 6763 Albemarle Rd | Charlotte | NC | (704)569-1051 |
| 342371 | Four Point Ventures MOR, LLC | 651 River Hwy | Mooresville | NC | (704)664-1220 |
| 342494 | TASTY DELITES OF NC, LLC | 2302 S New Hope Rd | Gastonia | NC | (704)869-4522 |
| 344346 | Coastal Raleigh Investments, LLC | 3570 Davis Dr | Morrisville | NC | (984)344-4330 |
| 344367 | C L Donut LLC | 1238 Birch St | Camp Lejeune | NC | (910)451-2599 |
| 344467 | 800 Apex Raleigh, LLC | 800 Perry Road | Apex | NC | (919)303-5800 |
| 344919 | BALLANTYNE DONUTS LLC | 16131 Lancaster Hwy | Charlotte | NC | (704)542-2998 |
| 345098 | NCDonut-Mallard, LLC | 3014 Driwood Ct | Charlotte | NC | (704)717-7300 |
| 345190 | TASTY DELITES OF NC, LLC | 3114 Fincher Farm Rd | Matthews | NC | (704)708-9547 |
| 345913 | Erwin Rd Durham Raleigh, LLC | 2608 Erwin Rd | Durham | NC | (919)309-0000 |
| 349131 | Capital Blvd Raleigh, LLC | 8401 Capital Blvd | Raleigh | NC | (919)521-4960 |
| 350144 | TASTY DELITES OF NC, LLC | 8334 Pineville Matthews Rd | Charlotte | NC | (704)542-4667 |
| 351484 | TASTY DELITES OF NC, LLC | 716 Nc 24/27 Byp E | Albemarle | NC | (704)986-4608 |
| 353742 | NCDonut-Antiquity, LLC | 19921 Zion Ave | Cornelius | NC | (980)231-5764 |
| 356804 | CUMBERLAND DONUTS LLC | 1490 Nc 24-87 | Cameron | NC | (910)984-2026 |
| 356833 | TASTY DELITES OF NC, LLC | 4920 Old Sardis Rd | Charlotte | NC | (704)650-0077 |
| 357532 | FPV TRT LLC | 1007 Charlotte Highway | Troutman | NC | (704)980-0045 |
| 358157 | SHREEJI DONUTS, INC. | 925 Sunset Ave | Clinton | NC | (910)631-1010 |
| 359413 | SHREEJI DONUTS II, INC. | 1201 S Main St | Laurinburg | NC | (910)501-3053 |
| 359563 | CUMBERLAND DONUTS LLC | 9566 Cliffdale Rd | Fayetteville | NC | (910)900-5486 |
| 363154 | SHREEJI DONUTS III LLC | 1006 Smyrna Drive | Whiteville | NC | (910)207-6027 |
| 363232 | SHREEJI DONUTS V LLC | 1109 East Caswell Street | Wadesboro | NC | (704)465-2298 |
| 363518 | SHREEJI DONUTS OF GOLDSBORO, LLC | 2345 U.S. 117 | Goldsboro | NC | (919)947-0200 |
| 364143 | Shreeji Donuts of Pembroke, LLC | 807 West 3rd Street | Pembroke | NC | (910)775-9098 |
| 365111 | SHREEJI DONUTS OF | 1402 Western Boulevard | Tarboro | NC | (252)774-9400 |

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| 1 | TARBORO LLC | | | | |
| 357967 | QSR 357967, LLC | 10177 S 168th Ave | Omaha | NE | (531)444-4355 |
| 363415 | NARMADE INC | 500 Glover Road | Sidney | NE | (308)203-1106 |
| 300781 | Triple J. Family, Inc. | 275 South Washington Ave | Bergenfield | NJ | (201) 385-0761 |
| 300493 | Sikand 380 Limited Liability Company | 380 Essex St | Lodi | NJ | (201)845-5933 |
| 300623 | Erica Donuts II, Inc. | 278 Closter Dock Rd | Closter | NJ | (201)784-9861 |
| 301302 | Global Food Franchise Inc. | 443 Paterson Ave | Wallington | NJ | (201)939-7405 |
| 304358 | A & T Donut, Inc. | Us Highway 1 & Green St | Iselin | NJ | (732)855-1420 |
| 304619 | Visun, Inc. | 704 Kennedy Blvd | Union City | NJ | (201)866-8648 |
| 304627 | 59 Donut Corp | 5915 Bergenline Ave | West New York | NJ | (201)854-0010 |
| 310459 | Bloomfield Ave Clifton Food LLC | 1053 Bloomfield Ave | Clifton | NJ | (973)473-9631 |
| 330060 | Clearwater Foods Inc | 40 Journal Sq | Jersey City | NJ | (201)216-9797 |
| 331074 | AADHAR CORP | 572 Valley Rd | Wayne | NJ | (973)696-3430 |
| 331180 | BMD Paramus North LLC | 494 N State Rt 17 | Paramus | NJ | (201)261-9687 |
| 331775 | SHREE KRISHNA DONUTS INC | 14 Eisenhower Pkwy | Roseland | NJ | (973)228-9808 |
| 331947 | Fejagee, Inc. | 250 Bergen Tpke | Little Ferry | NJ | (201)373-0373 |
| 332375 | ABDD LLC | 1001 Macarthur Blvd | Mahwah | NJ | (201)236-8099 |
| 335170 | Shiv Donuts Inc. | 1212 Madison Avenue | Paterson | NJ | (973)523-4200 |
| 335188 | SAMP1993, LLC | 1254 Stelton Rd | Piscataway | NJ | (732)777-9550 |
| 336078 | BMD Fort Lee LLC | 1430 Route 46 East | Fort Lee | NJ | (201)242-8006 |
| 336771 | Conpark, Inc. | 378 Passiac Ave | Fairfield | NJ | (973)276-7966 |
| 337102 | BMD Wanaque LLC | 1353 Ringwood Ave | Haskell | NJ | (973)616-7168 |
| 337327 | KK MARKET ST LLC | 596 Market St | Newark | NJ | (973)274-1500 |
| 337338 | LCFD CORPORATION | 802 S Orange Ave | Newark | NJ | (973)416-1800 |
| 337382 | Rampson Foods, Inc. | 1500 Ocean Avenue | Lakewood | NJ | (732)942-6188 |
| 337484 | Hillsborough Donuts, Inc. | 315 Rt 206 | Hillsborough | NJ | (908)904-0220 |
| 337564 | Sokol Donuts Incorporated | 1076 Route 9 | Old Bridge | NJ | (732)553-0375 |
| 337568 | BMD Pequannock LLC | 560 Route 23 | Pompton Plains | NJ | (973)248-3380 |
| 337719 | Brunswick Coffee, Inc. | 1345 Rte 1 | North Brunswick | NJ | (732)418-9520 |

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| 33827 7 | MANAHAWKIN BAKERY LLC | 601 Washington Ave | Manahawkin | NJ | (609)489-0008 |
| 33860 6 | Bentley Donuts, Inc. | 680 Rte 18 N | East Brunswick | NJ | (732)254-5433 |
| 33861 5 | Access Elmwood Park, LLC | 210 Us-46 | Elmwood Park | NJ | (201)791-4880 |
| 33887 3 | RS PARAMUS DONUTS LLC | 440-A Forest Ave | Paramus | NJ | (201)599-0666 |
| 33900 5 | Kishan Donut 3 LLC | 171 Lefante Way | Bayonne | NJ | (201)437-8080 |
| 33902 9 | NS3 Management LLC | 633 Morris Tpke | Springfield | NJ | (973)379-5551 |
| 33929 7 | ENGLISHTOWN COFFEE LLC | 14 Wilson Ave | Englishtown | NJ | (732)446-3217 |
| 33942 0 | ABDD V LLC | 150 Passaic St | Hackensack | NJ | (201)343-1206 |
| 33955 3 | Old Hook Donuts LLC | 441 Old Hook Rd | Emerson | NJ | (201)203-0588 |
| 33965 5 | Park Avenue Donut Corp. | 4801 Park Ave | Union City | NJ | (201)330-3288 |
| 33970 4 | Cedar Hill Donuts, LLC | 525 Cedar Hill Ave | Wyckoff | NJ | (201)612-7600 |
| 33977 5 | BMD Totowa LLC | 410 Minnisink Rd | Totowa | NJ | (973)890-4405 |
| 33995 3 | Clinton Donuts Inc | 186 Center St. | Clinton | NJ | (908)713-1212 |
| 34000 0 | BMD Kinnelon LLC | 1161 State Rt 23 | Kinnelon | NJ | (973)492-0770 |
| 34023 0 | Santarelli Enterprises, LLC | 20 Meadowlands Pky | Secaucus | NJ | (201)617-0100 |
| 34031 1 | Prospect Donuts, LLC | 886 Prospect St | Glen Rock | NJ | (201)612-9090 |
| 34043 3 | G-FLORES INC | 754 River Rd | New Milford | NJ | (201)261-2173 |
| 34044 9 | BAV Enterprises, Inc. | 4110 Quakerbridge Rd Bldg A | Lawrenceville | NJ | (609)716-6001 |
| 34081 8 | Jaianuj, LLC | 176 Columbia Turnpike | Florham Park | NJ | (973)822-0404 |
| 34093 5 | Madrash Corp. | 55 Raritan Ave | Highland Park | NJ | (732)828-5485 |
| 34105 8 | Heavenlea Donuts, Inc. | 184 Kinderkamack Rd Unit D | Park Ridge | NJ | (201)391-9616 |
| 34131 7 | Kishan Donut #2, L.L.C. | 4 North St | Bayonne | NJ | (201)437-1248 |
| 34136 2 | Shree Ganesh Donuts Inc. | 460 Elizabeth Ave | Elizabeth | NJ | (908)351-1192 |
| 34141 2 | Superm, Inc. | 109 E Main St | Bound Brook | NJ | (732)302-9022 |
| 34192 9 | 251 Market St Paterson, LLC | 251 Market St | Paterson | NJ | (973)341-9331 |
| 34202 8 | CEDAR LANE DONUTS LLC | 332 Cedar Ln | Teaneck | NJ | (201)523-6804 |
| 34208 9 | Sikand 209 Limited Liability Company | 209 Main St | Ridgefield Park | NJ | (201)440-1430 |
| 34210 5 | Leonia Management, LLC | 353 Broad Ave | Leonia | NJ | (201)592-6645 |
| 34228 | ANS Valley Treats, LLC | 62 East Mill Rd | Long Valley | NJ | (908)876-3093 |

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| 342340 | Yummy Treats, Inc. | 215 West Front Street | Plainfield | NJ | (908)757-7773 |
| 342353 | E.A.A.T. Foods LLC | 1111 Route 37 W | Toms River | NJ | (732)281-1388 |
| 342415 | Keshav Inc. | 19 West Main Street | Somerville | NJ | (908)685-9115 |
| 343678 | BMD Oakland LLC | 338 Ramapo Valley Rd | Oakland | NJ | (201)651-0980 |
| 343910 | TASTE OF WEST ORANGE LIMITED LIABILITY COMPANY | 382 Main St | West Orange | NJ | (973)325-0999 |
| 344171 | Supreme Treats, Inc. | 750 Somerset St | Watchung | NJ | (908)561-1004 |
| 350679 | Talae VII Corporation | 489 Grand Ave | Englewood | NJ | (201)227-1900 |
| 352033 | A&A DONUTS LLC | 527 River Dr | Elmwood Park | NJ | (201)791-3113 |
| 354840 | 405 CLIFTON, INC. | 405 Piaget Ave | Clifton | NJ | (973)615-5525 |
| 355232 | WOOD-RIDGE DONUTS LLC | 699 Avalon Dr | Wood Ridge | NJ | (201)203-2775 |
| 355246 | CHUNKY TOO DONUTS, LLC | 794 Franklin Ave | Franklin Lakes | NJ | (201)891-6545 |
| 357057 | Java Bernardsville, LLC | 108 Morristown Rd | Bernardsville | NJ | (908)502-5211 |
| 304248 | LFO 4TH ST NM, LLC | 5502 4th St Nw | Albuquerque | NM | (505)929-5991 |
| 304676 | LFO CENTRAL AVE NM, LLC | 1902 Central Ave Se | Albuquerque | NM | (505)929-5920 |
| 355481 | NMR-Bernalillo, LLC | 195 E Highway 550 | Bernalillo | NM | (505)717-1292 |
| 355801 | NMR-ROSEWELL, LLC | 800 N Main St | Roswell | NM | (575)208-0454 |
| 356354 | NMR-La Orilla, LLC | 3200 La Orilla Rd Nw | Albuquerque | NM | (505)503-1073 |
| 359339 | NMR-White Sands, LLC | 1400 S White Sands Blvd | Alamogordo | NM | (575)812-8018 |
| 359484 | NMR - ALAMO HB, LLC | 551 West 4th St | Holloman Air Force Base | NM | (575)551-7299 |
| 359525 | NMR-HOBBS, LLC | 2220 North Grimes Street | Hobbs | NM | (575)241-2415 |
| 364261 | NMR-Carlsbad LLC | 851 South Canal Street | Carlsbad | NM | (575)689-2627 |
| 301331 | AJP Restaurant Corp. | 314 Larkfield Road | East Northport | NY | (631) 368-1555 |
| 339433 | Arthur Richmond, LLC | 680 Arthur Kill Rd | Staten Island | NY | (718) 948-0600 |
| 352786 | RICHMOND CORAL LLC | 1650 Richmond Ave | Staten Island | NY | (718) 698-6940 |
| 362681 | Coffee On Hudson 31 LLC | 595 10th Ave | New York | NY | |
| 300202 | DJ Holbrook Inc. | 411 Furrows Rd | Holbrook | NY | (631)467-2419 |
| 300359 | IAT City Line, Inc. | 1213 Liberty Ave | Brooklyn | NY | (718)348-9282 |
| 30039 | Ganpati Donuts, Inc. | 674 Broadway | Newburgh | NY | (845)562-4720 |

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| 30046 2 | OM Shree Hanuman LLC | 14625 Northern Blvd | Flushing | NY | (917)285-2824 |
| 30046 5 | Jericho Donuts LLC | 2073 Jericho Tpke | Commack | NY | (631)543-3392 |
| 30069 7 | Hempstead Donut System, LLC | 247 Greenwich St | Hempstead | NY | (516)486-6477 |
| 30135 3 | Main Street QSR Inc. | 369 E Main St | Patchogue | NY | (631)730-3321 |
| 30166 0 | MULTIBRANDS BRENTWOOD ISLIP AVENUE OPERATING COMPANY LLC | 1694 Islip Ave | Brentwood | NY | (631)231-0500 |
| 30178 8 | Donut Always Go Around, Inc. | 1906 Deer Park Ave | Deer Park | NY | (631)667-8919 |
| 30200 6 | DJ Riverhead Inc. | 1051 Old Country Rd | Riverhead | NY | (631)591-3820 |
| 30200 7 | MCR II Donuts LLC | 350 Middle Country Rd | Coram | NY | (631)846-6491 |
| 30222 1 | Metro Franchising Commissary LLC | 235 W. Main St | Smithtown | NY | (631)360-1236 |
| 30222 4 | West Hempstead Donuts Inc. | 475 Hempstead Tpke | West Hempstead | NY | (516)505-1828 |
| 30223 7 | Long Island Combo Shops, Inc. | 1399 Hicksville Rd | Massapequa | NY | (516)798-8601 |
| 30226 7 | Deck Flatlands - 8301, LLC | 8301 Flatlands Ave | Brooklyn | NY | (718)531-4469 |
| 30227 0 | DJ NESCONSET INC | 5017 Nesconset Hwy | Port Jefferson Station | NY | (631)473-7937 |
| 30228 3 | Metro Franchising Commissary LLC | 2800 Merrick Rd | Bellmore | NY | (516)785-1497 |
| 30236 5 | Metro Franchising Commissary LLC | 529 E. Main St | Bay Shore | NY | (631)666-3077 |
| 30240 6 | ALEXASHEL FIVE CORP. | 280 E Sunrise Hwy | Lindenhurst | NY | (631)206-6113 |
| 30244 7 | Valpar 2 Corp. | 21920 Northern Blvd | Bayside | NY | (718)224-7112 |
| 30248 0 | DJ Shirley 1 Inc | 545 William Floyd Pkwy | Shirley | NY | (631)395-4887 |
| 30248 5 | Metro Franchising Commissary LLC | 116 Broadhollow Rd | Melville | NY | (631)425-0935 |
| 30253 0 | HILLSIDE QSR LLC | 25420 Hillside Ave | Floral Park | NY | (347)216-6547 |
| 30254 2 | Metro Franchising Commissary LLC | 16822 Union Tpke | Flushing | NY | (718)591-6616 |
| 30260 7 | Lakeville Donuts, Inc. | 2062 Lakeville Rd | New Hyde Park | NY | (516)775-8630 |
| 30262 7 | 2317 BLESSING FOOD, LLC | 13210 14th Ave | College Point | NY | (929)225-8560 |
| 30287 5 | Renson Food Corporation | 4202 Northern Blvd | Long Island City | NY | (718)392-0146 |
| 30295 4 | Metro Franchising Commissary LLC | 1731 Merrick Rd | Merrick | NY | (516)379-8149 |
| 30401 1 | Kissena Donuts, Inc. | 15367 Horace Harding Expy | Flushing | NY | (718)358-4031 |
| 30412 2 | Metro Franchising Commissary LLC | 23819 Linden Blvd | Elmont | NY | (516)612-7222 |
| 30425 | Metro Franchising Commissary | 219 Hempstead Tpke | Elmont | NY | (516)328-6757 |

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| 5 | LLC | | | | |
| 304313 | CASTLE HILL QSR LLC | 2172 Westchester Ave | Bronx | NY | (718)918-1235 |
| 304335 | Deck Flatbush - 1922, LLC | 1922 Flatbush Ave # L | Brooklyn | NY | (718)758-0002 |
| 304353 | GRAHAM QSR LLC | 13 Graham Ave | Brooklyn | NY | (718)388-6845 |
| 304361 | Deck 4-9243, LLC | 9243 4th Ave | Brooklyn | NY | (718)745-4060 |
| 304362 | Deck 86th Street - 2630 LLC | 2630 86th St | Brooklyn | NY | (718)372-3824 |
| 304401 | N.N. Ahluwalia, Inc. | 6103 Flushing Ave | Maspeth | NY | (718)521-6190 |
| 304483 | Metro Franchising Commissary LLC | 9405 Rockaway Blvd | Jamaica | NY | (718)843-0400 |
| 304484 | OUR COFFEE SHOP COURT ST. INC. | 6365 Woodhaven Blvd | Rego Park | NY | (718)396-0178 |
| 304728 | Valpar 4 Corp. | 24809 Northern Blvd | Little Neck | NY | (718)225-0513 |
| 304823 | Fortune Donut Corp. | 7016 Northern Blvd | Flushing | NY | (718)672-1433 |
| 306003 | Multibrands Bayshore II Inc. | 1261 Sunrise Hwy | Bay Shore | NY | (631)647-7535 |
| 306825 | 34-01 Donut Corp. | 3401 Broadway | Long Island City | NY | (718)278-4860 |
| 306826 | Central Donuts, Inc. | 8777 Parsons Blvd | Jamaica | NY | (718)526-4820 |
| 307262 | WESTSIDE DONUT WHITESTONE VENTURES LLC | 3015 Stratton St | Flushing | NY | (718)321-0567 |
| 307284 | 3080 Donuts, Inc. | 3080 Boston Rd | Bronx | NY | (718)483-8078 |
| 307515 | Deck Avenue J - 1410 LLC | 1410 Avenue J | Brooklyn | NY | (718)252-1312 |
| 307669 | New York Donut Corporation | 5615 Myrtle Ave | Flushing | NY | (718)497-3581 |
| 307977 | Metro Franchising Commissary LLC | 8413 Jamaica Ave | Woodhaven | NY | (718)847-9129 |
| 308608 | Metro Franchising Commissary LLC | 159 Pine Hollow Rd | Oyster Bay | NY | (516)922-7888 |
| 308652 | Metro Franchising Commissary LLC | 1766 Merrick Ave N | Merrick | NY | (516)377-3827 |
| 310001 | Khattab & Son, Inc. | 245 Highland Pl | Brooklyn | NY | (718)277-1995 |
| 310079 | WESTSIDE DONUT 5TH AVE. VENTURES LLC | 302 5th Ave | New York | NY | (212)268-0686 |
| 310225 | FAC 5 Golden, LLC | 5 Goldens Bridge Shopping Ctr | Goldens Bridge | NY | (914)232-1860 |
| 310340 | Hoyt 2002, LLC | 2502 31st St | Astoria | NY | (718)726-6982 |
| 310373 | Metro Franchising Commissary LLC | 560 Smithtown Byp | Smithtown | NY | (631)257-5072 |
| 330038 | Bethpage QSR, Inc. | 4025b Hempstead Tpke | Bethpage | NY | (516)622-1145 |
| 330039 | MULTIBRANDS AMITYVILLE OPERATING COMPANY LLC | 355 Broadway | Amityville | NY | (631)789-1010 |
| 330049 | Metro Franchising Commissary LLC | 13 W. Main St | East Islip | NY | (631)859-0786 |

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| 33013 5 | Deck Broadway-1285, LLC | 1285 Broadway | Brooklyn | NY | (347)435-0280 |
| 33014 8 | Tasty Treats Inc. | 1051 Willis Ave | Albertson | NY | (516)746-5999 |
| 33015 3 | Metro Franchising Commissary LLC | 3547 Francis Lewis Blvd | Flushing | NY | (718)886-5279 |
| 33018 7 | FAC 2248 CPA, LLC | 2248 Central Park Ave | Yonkers | NY | (914)793-1075 |
| 33019 7 | Metro Franchising Commissary LLC | 165 7th St | Garden City | NY | (516)248-4417 |
| 33026 7 | 19 Food, Inc. | 9925 Horace Harding Expy | Flushing | NY | (718)271-9222 |
| 33034 2 | AMG 181 QUICKSERVE LLC | 728 W 181st St | New York | NY | (212)795-0101 |
| 33034 8 | DECK UTICA - 610, LLC | 610 Utica Ave | Brooklyn | NY | (917)814-7612 |
| 33036 7 | Men At Work, LLC | 96 E Main St | New Rochelle | NY | (914)222-0654 |
| 33041 5 | Ukatosh Corporation | 3102 36th Ave | Long Island City | NY | (718)383-1000 |
| 33087 3 | Fresh & Tasty Of New York, Inc. | 628 Horseblock Rd | Farmingville | NY | (631)732-7569 |
| 33106 5 | PORTLAND QSR LLC | 8347 Parsons Blvd | Jamaica | NY | (718)526-9690 |
| 33118 2 | Santoshi Trading Corporation | 4513 Queens Blvd | Sunnyside | NY | (347)738-5838 |
| 33118 3 | New York Donut Corporation | 3326 21st St | Long Island City | NY | (718)267-0279 |
| 33128 8 | L & M At Bayshore, Inc. | 19 Bay Shore Rd | Bay Shore | NY | (631)254-9092 |
| 33192 9 | 179 NBG Inc. | 17915 Hillside Ave | Jamaica | NY | (718)658-1728 |
| 33203 0 | Metro Franchising Commissary LLC | 281 Walt Whitman Rd | Huntington Station | NY | (631)547-1685 |
| 33206 7 | MAFJ Bronx Donuts LLC | 2148 White Plains Rd | Bronx | NY | (718)792-3686 |
| 33279 8 | Nulife of Kingsbridge LLC | 2 E Kingsbridge Ave | Bronx | NY | (718)733-4347 |
| 33297 4 | FAC 132 BRR, LLC | 132 Bronx River Rd | Yonkers | NY | (914)237-5275 |
| 33472 7 | Grand Central Donuts, Inc. | 10009 Astoria Blvd | East Elmhurst | NY | (718)478-4443 |
| 33504 9 | 137 Nasary Donut Corp. | 137 Wyckoff Ave | Brooklyn | NY | (718)418-2483 |
| 33588 0 | Forest Broadway LLC | 770 Forest Ave | Staten Island | NY | (718)273-9641 |
| 33588 1 | SHREE SHIV SHAKTI INC. | 1131 Bay St | Staten Island | NY | (718)420-4920 |
| 33656 3 | Donuts By W.J.D., Inc. | 3115 Route 22 | Patterson | NY | (845)878-7655 |
| 33657 2 | Jamaica Donuts LLC | 146-17 Jamaica Ave | Jamaica | NY | (718)262-0299 |
| 33658 3 | Metro Franchising Commissary LLC | 9217 Jamaica Ave | Woodhaven | NY | (718)850-2717 |
| 33662 8 | Metro Franchising Commissary LLC | 11611 Liberty Ave | South Richmond Hill | NY | (718)845-2649 |
| 33692 | ROCKAWAY BLVD. DRIVE | 13320 Rockaway Blvd | South Ozone Park | NY | (718)845-9875 |

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| 5 | THRU LLC | | | | |
| 33735 | | | | | |
| 5 | 116 Donut Kitchen Corp. | 53 West 116th St | New York | NY | (212)289-0770 |
| 33740 | | | | | |
| 0 | 1333 Donuts LLC | 1852 Route 112 | Coram | NY | (631)846-8077 |
| 33749 | | | | | |
| 8 | Nulife of Bruckner LLC | 3685 Bruckner Blvd | Bronx | NY | (718) 518-0341 |
| 33750 | | | | | |
| 9 | N.N.R. Hollis Food LLC | 10962 Francis Lewis Blvd | Jamaica | NY | (929)232-1471 |
| 33751 | | | | | |
| 3 | NYC Lexington Foods Inc. | 2083 Lexington Ave | New York | NY | (646)368-5906 |
| 33753 | | | | | |
| 1 | Nulife of Jerome LLC | 1733 Jerome Avenue | Bronx | NY | (718) 731-2200 |
| 33753 | | | | | |
| 3 | Chandan Subarna Corp. | 5501 Broadway | Bronx | NY | (718)432-2606 |
| 33756 | | | | | |
| 1 | Sebella Brands LLC | 1225 1st Ave | New York | NY | (212)734-5465 |
| 33759 | | | | | |
| 9 | JDHAKA Coffee Corp | 13850 Jamaica Ave | Jamaica | NY | (718)291-3107 |
| 33765 | | | | | |
| 3 | 56 East Sunrise Corp. | 56 E Sunrise Hwy | Merrick | NY | (516)608-5436 |
| 33776 | | | | | |
| 2 | Nulife of Third LLC | 4115 3rd Ave | Bronx | NY | (718)294-5344 |
| 33790 | | | | | |
| 4 | Metro Franchising Commissary LLC | 61-58 Springfield Blvd | Oakland Gardens | NY | (718)357-1273 |
| 33819 | | | | | |
| 6 | Metro Franchising Commissary LLC | 59 Jackson Ave | Syosset | NY | (516)364-2299 |
| 33820 | | | | | |
| 8 | Metro Franchising Commissary LLC | 389 Atlantic Ave | Freeport | NY | (516)377-5292 |
| 33822 | | | | | |
| 1 | Deck Smith - 148, LLC | 148 Smith St | Brooklyn | NY | (718)403-0386 |
| 33831 | | | | | |
| 3 | Metro Franchising Commissary LLC | 115 Veterans Highway | Commack | NY | (631)864-4259 |
| 33839 | | | | | |
| 8 | F.K.B. Donuts, Inc. Of Jericho | 81 Jericho Tpke | Jericho | NY | (516)334-7351 |
| 33855 | | | | | |
| 8 | Ditmas Donuts Corp. | 4322 Ditmars Blvd | Astoria | NY | (718)204-2110 |
| 33859 | | | | | |
| 2 | Jamaica One Donuts Inc. | 18711 Jamaica Ave | Jamaica | NY | (718)454-3501 |
| 33869 | | | | | |
| 8 | FAC Yonk Donuts, LLC | 2241 Southern Blvd | Bronx | NY | (718)220-4946 |
| 33876 | | | | | |
| 6 | Kings Point Ventures, LLC | 1650 Bruckner Blvd | Bronx | NY | (718)893-2090 |
| 33880 | | | | | |
| 7 | SHREE SHIV OF FOREST AVE INC. | 2222 Forest Ave | Staten Island | NY | (718)442-6630 |
| 33881 | | | | | |
| 8 | Broadwill Associates, Inc. | 1710 Eastern Pkwy | Brooklyn | NY | (718)566-6280 |
| 33887 | | | | | |
| 0 | LITE N SWEET, INC. | 94 Croton Ave | Ossining | NY | (914)230-4361 |
| 33887 | | | | | |
| 1 | Deck Coney - 906, LLC | 906 Coney Island Ave | Brooklyn | NY | (718)871-0526 |
| 33892 | | | | | |
| 2 | LITE N SWEET, INC. | 81 Knollwood Rd | White Plains | NY | (914)949-4468 |
| 33894 | | | | | |
| 9 | DJ RONKONKOMA LLC | 125 Portion Rd | Ronkonkoma | NY | (631)471-2090 |
| 33902 | | | | | |
| 4 | Deck Jamaica-43, LLC | 43 Jamaica Ave | Brooklyn | NY | (718)922-5387 |

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| 339025 | Deck Atlantic-1993, LLC | 1993 Atlantic Ave | Brooklyn | NY | (347)435-0278 |
| 339039 | Deck 7 - 289, LLC | 289 7th Ave | New York | NY | (347)588-0384 |
| 339090 | Phoenix Donut Corp. | 1201 Deer Park Ave | North Babylon | NY | (631)667-3900 |
| 339302 | ABDD LLC | 262 Route 59 | Suffern | NY | (845)504-5303 |
| 339305 | Sunset Industries Ltd. | 5702 2nd Ave | Brooklyn | NY | (718)439-5119 |
| 339350 | Chandan Subarna Corp. | 110 West 145th St | New York | NY | (212)234-3440 |
| 339386 | Metro Franchising Commissary LLC | 200 E Main St | Huntington | NY | (631)935-0031 |
| 339387 | 11602 Metropolitan Avenue, LLC | 11602 Metropolitan Ave | Richmond Hill | NY | (718)441-8006 |
| 339430 | Deck Nostrand-1467, LLC | 1467 Nostrand Ave | Brooklyn | NY | (718)703-0198 |
| 339647 | Mineola Bakery Inc. | 265 East Jericho Tpk | Mineola | NY | (516)739-2503 |
| 339742 | MERRICK AVE COMBO LLC | 207 W. Merrick Rd | Valley Stream | NY | (516)256-4445 |
| 339817 | OM Shree Laxmandav LLC | 6122 Fresh Pond Rd | Middle Village | NY | (718)418-2393 |
| 339818 | Spdaisy Coffee Corp | 13328 Springfield Blvd | Jamaica | NY | (718)978-8028 |
| 339841 | Metro Franchising Commissary LLC | 731 Nesconset Hwy | Smithtown | NY | (631)724-0345 |
| 339842 | 20th ST WAVE CREST LLC | 239 Beach 20th St | Far Rockaway | NY | (718)868-0448 |
| 339914 | Deck Knapp Street - 2302 LLC | 2302 Knapp St # 2310 | Brooklyn | NY | (718)332-6152 |
| 340005 | Westside Donut Huntington Ventures LLC | 795 East Jericho Tpk | Huntington Station | NY | (631)673-5286 |
| 340082 | GSK Properties LLC | 587 Old Country Rd | Plainview | NY | (516)433-8128 |
| 340252 | Astoria Donut Corporation | 7007 Myrtle Ave | Glendale | NY | (718)628-0350 |
| 340294 | Metro Franchising Commissary LLC | 11716 Queens Blvd | Forest Hills | NY | (718)268-5380 |
| 340313 | Copley Coffee 1, LLC | 476 Second Ave | New York | NY | (212)684-2173 |
| 340356 | 1375 Parkway Enterprise Inc. | 1375 Rockaway Parkway | Brooklyn | NY | (718)257-6490 |
| 340361 | Tristate Donut Group Inc. | 1495 Montauk Hwy | Mastic | NY | (631)281-2103 |
| 340362 | 61-20 Fresh Meadow Lane, LLC | 6120 Fresh Meadow Ln | Fresh Meadows | NY | (718)463-5819 |
| 340370 | AMG City Island Quickserve, LLC | 636 City Island Ave | Bronx | NY | (718)885-3057 |
| 340439 | B.I.N.D. Corp. | 3701 Nostrand Ave | Brooklyn | NY | (718)743-6555 |
| 340450 | D.C.G.N. Corporation | 448 Fifth Ave | Brooklyn | NY | (718)832-9460 |
| 340462 | FAC Yonk Donuts, LLC | 1040 Westchester Ave | Bronx | NY | (718)328-1482 |
| 34046 | Coffee & Donuts At Elm, Inc. | 1510 Elm Avenue | Brooklyn | NY | (718)627-0667 |

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| 340467 | MN New York Management LLC | 241-A Rockaway Pkwy | Brooklyn | NY | (929)294-9173 |
| 340537 | NYC DELANCEY FOODS INC. | 140 Delancey St | New York | NY | (646)340-4526 |
| 340575 | Deck 35-126, LLC | 126 35th St | Brooklyn | NY | (718)499-9055 |
| 340587 | VSK Donuts, LLC | 285-291 Glen Street | Glen Cove | NY | (516)674-6756 |
| 340588 | Roosevelt Ave Donuts, Inc. | 74-13 Roosevelt Ave | Jackson Heights | NY | (718)205-4440 |
| 340817 | MN New York Management LLC | 5401 108th St | Corona | NY | (718)521-5298 |
| 340834 | 815 10th Donuts LLC | 815 10th Ave | New York | NY | (646)866-7462 |
| 340851 | HEMPSTEAD DRIVE THRU LLC | 579 Peninsula Blvd | Hempstead | NY | (516)292-1004 |
| 340852 | Lic Donut Corporation | 4128 Queens Blvd | Sunnyside | NY | (718)361-6825 |
| 340876 | Versatile Elysee, Inc. | 2366 Grand Concourse | Bronx | NY | (718)220-4828 |
| 341059 | Deck Fulton-3319, LLC | 3319 Fulton St | Brooklyn | NY | (347)435-0286 |
| 341102 | Bronx 170 Foods Inc | 140 E 170th St | Bronx | NY | (718)293-3535 |
| 341392 | Multibrands Kings Park Inc. | 101 Pulaski Rd | Kings Park | NY | (631)544-0031 |
| 341450 | NYC 148 Foods Inc. | 3600 Broadway | New York | NY | (646)434-6286 |
| 341501 | 100 CHAMBERS DONUTS LLC | 100 Chambers St | New York | NY | (212)608-1601 |
| 341574 | Deck Ralph-1547, LLC | 1556 Ralph Ave | Brooklyn | NY | (718)758-4167 |
| 341639 | DJ MEDFORD LLC | 3197 Horseblock Road | Medford | NY | (631)654-4936 |
| 341697 | MPS Properties, Inc. | 24 Newbridge Rd | Hicksville | NY | (516)931-5777 |
| 341830 | ADR Ventures MOR, LLC | 699 Morris Park Ave | Bronx | NY | (929)207-4421 |
| 341842 | Deck Lafayette-573, LLC | 573 Lafayette Ave | Brooklyn | NY | (718)230-4518 |
| 342008 | Metro Franchising Commissary LLC | 989 Atlantic Ave | Baldwin | NY | (516)868-2101 |
| 342009 | Hillcrest Marshall, Inc. | 80 Virginia Rd | White Plains | NY | (914)328-2412 |
| 342109 | Patel Food Corp. | 9507 57th Ave | Elmhurst | NY | (718)592-0940 |
| 342155 | Plaza Donuts Corp. | 3500 48th St | Long Island City | NY | (718)784-3639 |
| 342188 | Great Spot of Oakdale, Inc. | 1243 Montauk Hwy | Oakdale | NY | (631)567-3010 |
| 342238 | OB Donuts, Inc. | 726 Old Bethpage Rd | Old Bethpage | NY | (516)752-7520 |
| 342239 | CF 55 Corporation | 55 West 55th St | New York | NY | (212)245-4655 |
| 342248 | Copley Coffee 1, LLC | 361 First Avenue | New York | NY | (212)228-8895 |

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| 34228 6 | DECK 14 - 6502 LLC | 6502 14th Ave | Brooklyn | NY | (347)492-0734 |
| 34229 3 | CSK Donuts LLC | 100 North Broadway | Hicksville | NY | (516)932-3594 |
| 34237 6 | Hicksville Donut, LLC | 420 Newbridge Rd | Hicksville | NY | (516)935-0088 |
| 34237 8 | WESTSIDE DONUT GLEN HEAD VENTURES LLC | 36 Glenhead Rd | Glen Head | NY | (516)676-1800 |
| 34262 6 | DECK 18 - 7121 LLC | 7121 18th Ave | Brooklyn | NY | (718)256-0358 |
| 34262 7 | SPS PARTNERS LLC | 352 Graham Ave | Brooklyn | NY | (718)384-7640 |
| 34264 4 | Richmond-Christopher, LLC | 1445 Richmond Ave | Staten Island | NY | (718)370-0601 |
| 34268 3 | Sicomac Partners West, Inc. | 213 W Route 59 | Nanuet | NY | (845)215-5605 |
| 34272 5 | Richmond Hill Road, LLC | 77 A Richmond Hill Rd | Staten Island | NY | (718)370-1238 |
| 34277 2 | Venkatesh, Inc. | 1392 Lexington Avenue | New York | NY | (212)722-5767 |
| 34283 3 | SPS MANHATTAN, LLC | 643 Manhattan Ave | Brooklyn | NY | (718)472-3745 |
| 34288 7 | Kings High Corporation | 2344 Flatbush Ave | Brooklyn | NY | (718)338-0530 |
| 34296 8 | Copley Coffee 2, LLC | 100 1st Ave | New York | NY | (212)420-7031 |
| 34297 7 | Alexashel Three Corp | 5477-5515 Merrick Road | Massapequa | NY | (516)203-7519 |
| 34298 4 | Nulife of Broadway LLC | 4942 Broadway | New York | NY | (212)544-0453 |
| 34302 8 | Deck Court 383, LLC | 383 Court St | Brooklyn | NY | (718)797-3542 |
| 34328 3 | Park Bakery Corporation | 2926 Avenue I | Brooklyn | NY | (718)252-5349 |
| 34330 4 | Jamaica Two Donuts Inc. | 16804 Jamaica Ave | Jamaica | NY | (718)526-3376 |
| 34332 9 | BMD 235 LLC | 508 259th St | Bronx | NY | (718)432-1289 |
| 34369 2 | Metro Franchising Commissary LLC | 21522 73rd Ave | Bayside | NY | (718)217-1599 |
| 34369 3 | Andhra Foods, Inc. | 1167 Webster Ave | Bronx | NY | (718)588-7232 |
| 34375 4 | Dogwood Donuts Inc. | 662 Dogwood Ave | Franklin Square | NY | (516)481-4900 |
| 34384 3 | Salim Coffee Corp | 11420 Sutphin Blvd | Jamaica | NY | (718)925-8791 |
| 34397 9 | DECK 13 - 7602 LLC | 7602 13th Ave | Brooklyn | NY | (347)497-5150 |
| 34401 8 | Copley Coffee 1, LLC | 455 Park Ave S | New York | NY | (212)213-9010 |
| 34426 7 | St James Donuts LLC | 430 North Country Rd | Saint James | NY | (631)584-5874 |
| 34445 4 | Metro Franchising Commissary LLC | 840 Carman Ave | Westbury | NY | (516)333-0344 |
| 34449 7 | Flora Enterprise, Inc. | 274 E. 149th St | Bronx | NY | (718)292-1478 |
| 34453 | WESTSIDE DONUT DEER | 501 Commack Rd | Deer Park | NY | (631)586-0304 |

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| 0 | PARK VENTURES LLC | | | | |
| 344558 | Westside Donut Bay Shore Ventures LLC | 1750 Fifth Ave | Bayshore | NY | (631)231-1650 |
| 344580 | Sicomac Partners-Orange, Inc. | 15 Orangetown Center | Orangeburg | NY | (845)398-9702 |
| 344821 | Kings High Corporation | 1243 Surf Ave | Brooklyn | NY | (718)265-0102 |
| 344829 | WJDS Systems Inc. | 545 Uniondale Ave | Uniondale | NY | (516)280-3160 |
| 345537 | NYC 145 FOODS INC. | 356 W 145th St | New York | NY | 212-281-0056 |
| 346449 | Prime Donut Corporation | 2514 Broadway | Astoria | NY | (718)728-0087 |
| 346759 | NYC 114 FOODS INC | 2103 Frederick Douglass Blvd | New York | NY | (212)280-6414 |
| 347073 | Copley Coffee 2, LLC | 140 E 34th St | New York | NY | (212)481-2905 |
| 348800 | BSK Donuts LLC | 6 Ocean Ave | Lynbrook | NY | (516)256-2821 |
| 348971 | Flavorit Place, Ltd | 20 Vanderbilt Pkwy | Commack | NY | (631)499-2231 |
| 349043 | Alexashel Four Corp. | 1148 Wantagh Ave | Wantagh | NY | (516)203-7344 |
| 349074 | Great Spot of Stony Brook Inc. | 1085 Route 25a | Stony Brook | NY | (631)689-0350 |
| 349800 | Multibrands Farmingdale Donuts Inc. | 2109 Broadhollow Rd | Farmingdale | NY | (631)393-0910 |
| 350010 | Manhattan Donut Corp. | 4902 Vernon Blvd. | Long Island City | NY | (718)433-4543 |
| 350145 | Hudson Group (HG) Retail, LLC, Kellee Communications Group, Inc. and Tarra Enterprises, Inc., collectively doing business as | Jfk Intl Airport | Jamaica | NY | (718)244-0359 |
| 350254 | ARVERNE DONUTS LLC | 6820 Rockaway Beach Blvd | Arverne | NY | (347)230-4213 |
| 350391 | 81-11 NBG Inc. | 8111 Broadway | Elmhurst | NY | (718)898-0110 |
| 350511 | WESTSIDE DONUT 9TH AVE. VENTURES LLC | 484 9th Ave | New York | NY | (646)590-2933 |
| 350524 | Deck 5-5425, LLC | 5510 5th Ave | Brooklyn | NY | (347)227-7184 |
| 350701 | GREAT SPOT OF CENTEREACH INC. | 1327 Middle Country Rd | Centereach | NY | (631)736-5186 |
| 350994 | 25 43rd DONUTS LLC | 25 W 43rd St | New York | NY | (646)974-8119 |
| 351339 | 201 Madison Street LLC | 201 Madison St | New York | NY | (332)242-0613 |
| 351929 | LIBERTY AVENUE COFFEE CUP LLC | 14401 Liberty Ave | Jamaica | NY | (718)657-0518 |
| 351930 | BEACH CHANNEL DRIVE THRU DONUTS LLC | 11320 Beach Channel Dr | Far Rockaway | NY | (347)230-4599 |
| 351935 | 882 LEX DONUTS LLC | 882 Lexington Ave | New York | NY | (646)661-5825 |
| 352113 | Eastport Donut Group, Inc. | 20 Eastport Manor Rd | Eastport | NY | (631)801-6211 |
| 352191 | KOSHER UNION TURNPIKE DONUTS LLC | 18823 Union Tpke | Fresh Meadows | NY | (347)548-4154 |

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| 35231 4 | Miller Place II Donuts LLC | 725 Route 25a | Miller Place | NY | (631)228-4347 |
| 35239 3 | Copley Coffee 2, LLC | 542 E 14th St | New York | NY | (646)484-5519 |
| 35251 2 | 154 DONUTS INC. | 1030 154th St | Whitestone | NY | (718)767-0009 |
| 35254 7 | SOMERS DOUGHNUTS CORP | 325 Route 100 | Somers | NY | (914)276-7606 |
| 35267 1 | Metro Franchising Commissary LLC | 15029 Crossbay Blvd | Jamaica | NY | (718)738-1245 |
| 35336 9 | MIKAEL, INC. | 321 E Kingsbridge Rd | Bronx | NY | (718)367-7022 |
| 35347 5 | Twenty-Eighty Corp. | 2050 Hempstead Tpke | East Meadow | NY | (516)794-7155 |
| 35377 9 | Metro Franchising Commissary LLC | 7302 Austin St | Forest Hills | NY | (718)575-0892 |
| 35389 2 | NYC 155 FOODS INC | 900 Saint Nicholas Ave | New York | NY | (646)340-3929 |
| 35402 5 | CSN11 LLC | 193 W 237th St | Bronx | NY | (347)602-5756 |
| 35406 9 | LEGACY LIBERTY QSR LLC | 5801 Woodside Ave | Woodside | NY | (718)458-1903 |
| 35412 4 | MULTIBRANDS WEST ISLIP 343 UNION BLVD. OPERATING COMPANY LLC | 343 Union Blvd | West Islip | NY | (631)587-3300 |
| 35439 4 | 1888 DONUTS INC. | 1888 Eastchester Rd | Bronx | NY | (718)684-6440 |
| 35451 7 | MULTIBRANDS LINDENHURST OPERATING COMPANY LLC | 320 E Montauk Hwy | Lindenhurst | NY | (631)225-2507 |
| 35467 1 | CSN 12, LLC | 459 E 149th St | Bronx | NY | (718)292-0491 |
| 35484 6 | NYC PARK FOODS INC | 57 E 125th St | New York | NY | (646)340-2446 |
| 35529 0 | CANYON DONUTS GLEN COVE ROAD, INC. | 251 Glen Cove Rd | Carle Place | NY | (516)500-9894 |
| 35546 2 | Metro Franchising Commissary LLC | 24-28 Lowell Ave | Islip Terrace | NY | (631)224-1984 |
| 35571 2 | NYC 143 FOODS INC. | 3504 Broadway | New York | NY | (646)240-4021 |
| 35572 8 | 2141 DONUTS INC | 2141 Williamsbridge Rd | Bronx | NY | (718)684-6144 |
| 35589 2 | WESTSIDE DONUT 544 VENTURES LLC | 544 Avenue Of The Americas | New York | NY | (212)727-0444 |
| 35605 8 | Metro Franchising Commissary LLC | 16995 137th Ave | Jamaica | NY | (718)738-1245 |
| 35637 6 | SSK Donuts 2 LLC | 597 Route 25a | Rocky Point | NY | (631)849-6097 |
| 35637 8 | JUNCTION DONUTS LLC | 37-76 Junction Blvd | Corona | NY | (718)397-5770 |
| 35645 0 | NYC THIRD AVENUE FOODS INC | 147 E 116th Street | New York | NY | (646)597-9456 |
| 35649 0 | WOODSIDE VALPAR LLC | 61-12 Roosevelt Ave | Woodside | NY | (718)205-7105 |
| 35725 2 | BRONX BROOK FOODS INC | 513 E 138th St | Bronx | NY | (347)261-0722 |
| 35729 | 453 ENTERPRISE INC. | 453 Mother Gaston Blvd | Brooklyn | NY | (718)498-0178 |

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| 357328 | MULTIBRANDS COPIAGUE OPERATING COMPANY LLC | 1115 Montauk Hwy | Copiague | NY | (631)889-1064 |
| 358336 | Maya Donut, LLC | 31-19 30th Ave | Astoria | NY | (718)956-3582 |
| 358374 | Walli Associates Inc | 1621 Avenue U | Brooklyn | NY | (718)975-2565 |
| 358650 | 51 34th DONUTS LLC | 10 Park Ave | New York | NY | (646)974-9114 |
| 359682 | Copley Coffee 1, LLC | 361 3rd Ave | New York | NY | (212)686-1500 |
| 359808 | 255 West 108 LLC | 2800 Broadway | New York | NY | (646)684-3788 |
| 359911 | Vijay Enterprises, Inc. | 760 Fulton Avenue | Hempstead | NY | (516)485-2953 |
| 362538 | United Star LLC | 49 E 167th St | Bronx | NY | (347)994-9167 |
| 362865 | NYC DYCKMAN FOODS INC | 109 Dyckman St | New York | NY | (212)544-0272 |
| 362889 | Shan-E-Panjab, Inc. | 6401 108th St | Queens | NY | (718)275-4575 |
| 363502 | American Racing and Entertainment, LLC | 2384 W River Rd | Nichols | NY | (607)699-9300 |
| 363961 | GDJ-New Horizons, Inc. | 711a 65th St | Brooklyn | NY | (718)833-1459 |
| 364122 | NYC 98 FOODS INC. | 2600 Broadway | New York | NY | (917)503-4699 |
| 364138 | NYC 102 FOODS INC. | 1976 1st Avenue | New York | NY | (212)876-3312 |
| 364307 | BAPA 23 COMMONS DRIVE DONUTS LLC | 3 Commons Drive | Cooperstown | NY | (607)293-3015 |
| 365350 | 2702 Donuts Inc. | 2708 East Tremont Avenue | Bronx | NY | (929)777-9099 |
| 365530 | NYC Manhattan Foods Inc. | 2257 1st Avenue | New York | NY | (646)597-9421 |
| 302106 | PK Foods LLC | 27 N Springboro Pike | Dayton | OH | (937)439-1944 |
| 302277 | Pramukh Vandan LLC | 2255 E Dublin Granville Rd | Columbus | OH | (614)392-1294 |
| 302387 | RR Bhavani, Inc | 17801 Bagley Rd | Middleburg Heights | OH | (440)243-8787 |
| 304946 | OM North Olmsted Donuts Inc. | 26963 Lorain Rd | North Olmsted | OH | (440)734-2272 |
| 306594 | BROOKLYN DONUTS INC | 4740 Ridge Rd | Brooklyn | OH | (216)741-4438 |
| 336364 | SQF Of Amherst, LLC | 5494 Leavitt Rd | Lorain | OH | (440)282-4440 |
| 336756 | KAMM'S DONUTS, INC. | 16204 Lorain Ave | Cleveland | OH | (216)812-3865 |
| 338519 | OM STREETSBORO DONUTS INC | 9168 State Route 14 | Streetsboro | OH | (330)422-1155 |
| 340548 | OM WARRENSVILLE HEIGHTS DONUTS INC. | 4959 Richmond Rd | Warrensville Heights | OH | (216)292-0455 |
| 341152 | Duttguru Corporation | 1111 N Hamilton Rd | Gahanna | OH | (614)337-0750 |
| 341899 | MAC'S CONVENIENCE STORES LLC | 1150 S Broadway | Geneva | OH | (440)466-1847 |

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| 34209 4 | Om Painesville Donuts Inc. | 255 Richmond St | Painesville | OH | (440)354-7117 |
| 34237 3 | FAIRFIELD DONUTS LLC | 6641 Dixie Hwy | Fairfield | OH | (513)874-4756 |
| 34244 9 | MAC'S CONVENIENCE STORES LLC | 310 Tallmadge Rd | Cuyahoga Falls | OH | (330)929-2051 |
| 34318 4 | Gusco, Inc. | 4233 Mayfield Rd | South Euclid | OH | (216)382-5937 |
| 34441 7 | PK&D Foods LLC | 435 E Martin Luther King Dr | Cincinnati | OH | (513)281-3700 |
| 35307 7 | Pramukh Vandan LLC | 1325 Bethel Rd | Columbus | OH | (614)914-6691 |
| 35452 1 | SDAA LLC | 1812 Cleveland Rd | Wooster | OH | (330)601-0688 |
| 35531 8 | Ramesh C. Arora, Manish Walia & Rachna Walia | 751 N Cable Rd | Lima | OH | (567)289-9125 |
| 35574 8 | Timothy P. O'Hara | 114 Glover Dr | Mount Orab | OH | (937)444-7076 |
| 35751 2 | MAHANT DONUTS LLC | 1220 Morse Rd | Columbus | OH | (614)420-2200 |
| 35954 9 | KESHAV BROAD LLC | 3788 W Broad St | Columbus | OH | (614)541-3000 |
| 36269 5 | GONDAL LINWORTH LLC | 6130 Linworth Rd | Worthington | OH | (614)705-6580 |
| 36337 3 | ADYK Delaware LLC | 50 Coughlin Ln | Delaware | OH | (740)513-4449 |
| 36352 0 | Applegreen OH Welcome Centres LLC | 1012 North County Road 260 | Clyde | OH | (419)765-3028 |
| 36352 1 | Applegreen OH Welcome Centres LLC | 1012 Ohio Turnpike | Clyde | OH | (419)547-4717 |
| 36419 7 | Atlalara High LLC | 3245 North High Street | Columbus | OH | (614)600-2801 |
| 35599 1 | MOORE DONUTS, LLC | 630 Sw 4th St | Moore | OK | (405)735-8744 |
| 35648 8 | Midwest Donuts, LLC | 2301 S Douglas Blvd | Midwest City | OK | (405)582-2271 |
| 35687 1 | Uptown Donuts, LLC | 323 Nw 23rd St | Oklahoma City | OK | (405)212-2376 |
| 35966 8 | SEMINOLE INVESTORS LLC | 11242 Oklahoma 99 | Seminole | OK | (405)303-2200 |
| 36418 5 | Natwest Investment LLC | 16700 West South Avenue | Tonkawa | OK | (580)225-2561 |
| 31034 8 | Sairam, Inc. | 653 E Broad St | Souderton | PA | (215)799-0199 |
| 33732 2 | J&V Management, Inc. | 1181 Texas Palmyra Highway | Honesdale | PA | (570)253-8480 |
| 33803 8 | Mount Rose Enterprises, LLC | 1015 Mt. Rose Ave | York | PA | (717)848-3999 |
| 34091 1 | Denver Donuts, LLC | 2055 N Reading Rd | Denver | PA | (717)336-2332 |
| 34252 2 | Lebanon Donuts, LLC | 2199 Cumberland St | Lebanon | PA | (717)272-1122 |
| 34277 0 | May Brands, LLC | 1318 Wyoming Ave | Kingston | PA | (570)714-4449 |
| 34303 7 | Neelkanth Investments LLC | 1 S Chester Rd | Swarthmore | PA | (484)472-8891 |
| 34307 | OM GANABHUJE NAMA LLC | 376 W Uwchlan | Downingtown | PA | (267)621-4830 |

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| 343208 | M and M Donuts, LLC | 4342 Linglestown Rd | Harrisburg | PA | (717)909-1222 |
| 343729 | Queen Street Enterprises, LLC | 2175 S Queen St | York | PA | (717)741-0088 |
| 345051 | Red Lion Enterprises, LLC | 3103 Cape Horn Rd | Red Lion | PA | (717)246-2666 |
| 349437 | SCOTT'S CUP OF JOE, INC. | 654 Millcreek Mall | Erie | PA | (814)866-1121 |
| 352894 | MAHAPRABHUJI INC. | 110 E Street Rd | Feasterville Trevose | PA | (267)621-4826 |
| 353710 | Ardmore Donuts LLC | 12 Greenfield Ave | Ardmore | PA | (610)649-3684 |
| 357533 | TA Operating LLC | 16563 Lincoln Highway | Breezewood | PA | (814)735-2011 |
| 358499 | HRG Bloomfield, LLC | 5241 Liberty Ave | Pittsburgh | PA | (412)586-7127 |
| 358535 | GN SHREWSBURY LLC | 549 S Main St | Shrewsbury | PA | (717)759-2062 |
| 363269 | GN York Springs LLC | 39 West Hanover Street | Spring Grove | PA | (717)505-8565 |
| 363751 | Applegreen PA Welcome Centres LLC | 5 Marsh Road | Elverson | PA | (717)329-9957 |
| 363758 | Applegreen PA Welcome Centres LLC | 3744 North Hess Road | Waterfall | PA | (443)278-6026 |
| 363759 | Applegreen PA Welcome Centres LLC | 1 Pennsylvania Turnpike | Lawn | PA | (717)400-7266 |
| 363760 | Applegreen PA Welcome Centres LLC | 1350 Pennsylvania Turnpike | Bowmansville | PA | (717)400-7266 |
| 363762 | Applegreen PA Welcome Centres LLC | 179 North Plaza Access Road | Somerset | PA | (814)421-4415 |
| 363839 | Applegreen PA Welcome Centres LLC | 5052 Cetronia Rd | Allentown | PA | (717)218-5962 |
| 336908 | SPRINGSTEEN RD ROCK HILL CLT, LLC | 1932 Springsteen Rd | Rock Hill | SC | (803)325-2305 |
| 338554 | Best Bite, Inc. | 593 Highway 90 E | Little River | SC | (843)280-7530 |
| 340400 | Best Bite, Inc. | 2901 S Highway 17 | Murrells Inlet | SC | (843)357-8411 |
| 341236 | CELANESE RD ROCK HILL CLT, LLC | 2677 Celanese Rd | Rock Hill | SC | (803)980-3865 |
| 350258 | 8501 DORCHESTER ROAD, LLC | 8507 Dorchester Rd | North Charleston | SC | (843)628-0778 |
| 350890 | INDIAN LAND SC, LLC | 8374 Charlotte Hwy | Indian Land | SC | (803)802-3020 |
| 351124 | Hudson Group (HG) Retail, LLC and Branded Works, Inc., | 2000 Gsp Dr | Greer | SC | (864)655-5362 |
| 353079 | Best Bite, Inc. | 4282 River Oaks Dr | Myrtle Beach | SC | (843)796-2084 |
| 358847 | Best Bite, Inc. | 7102 N Kings Highway | Myrtle Beach | SC | (843)449-9383 |
| 362469 | SHREEJI DONUTS IV, LLC | 1089 South 4th Street | Hartsville | SC | (843)917-4017 |
| 363621 | Shreeji Donuts of Lake City LLC | 705 U.S. 52 | Lake City | SC | (843)374-7373 |
| 362261 | CBG Wilma Rudolph LLC | 2531 Wilma Rudolph Boulevard | Clarksville | TN | (931) 378-5614 |

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| 34353 6 | ROUTE 65, LLC | 9100a Carothers Pkwy | Franklin | TN | (615)358-9445 |
| 34518 4 | Route 40, LLC | 14835 Lebanon Rd | Old Hickory | TN | (615)358-9509 |
| 34518 6 | Route 40, LLC | 5205 Old Hickory Blvd | Hermitage | TN | (615)358-9476 |
| 34535 4 | Route 40, LLC | 1545 Nashville Pike | Gallatin | TN | (615)270-1528 |
| 35029 9 | KNM POPLAR LLC | 5150 Poplar Ave | Memphis | TN | (901)766-9903 |
| 35072 8 | ROUTE 65, LLC | 2098 Wall St | Spring Hill | TN | (615)358-9519 |
| 35641 1 | ROUTE 65, LLC | 1041 Sgt Asbury Hawn Way | Smyrna | TN | (615)358-9544 |
| 35121 4 | SAI 1 FRANCHISING, LLC | 12311 Nacogdoches Road | San Antonio | TX | (210) 281-5830 |
| 35379 5 | CYPRESS DONUTS, LLC | 11523 Spring Cypress Road | Tomball | TX | (281) 904-1868 |
| 36381 5 | SAI 10 Franchising, LLC | 5523 E. Evans Road | San Antonio | TX | |
| 30642 2 | SFG DBR #306422, LLC | 2001 Coit Rd | Plano | TX | (972)985-9994 |
| 33157 4 | Swetika Corporation | 7510 Highway 6 N | Houston | TX | (281)463-0966 |
| 34651 0 | Fort Worth Donuts, Inc. | 9629 White Settlement Rd | Fort Worth | TX | (682)707-2930 |
| 34973 8 | Coffee Action West, LLC | 1851 S Lakeline Blvd | Cedar Park | TX | (512)382-5658 |
| 35009 3 | Cedar Hill Donuts, Inc. | 650 Uptown Blvd | Cedar Hill | TX | (972)291-5727 |
| 35115 3 | The Grove, Inc. | Dfw Int. Airport | Dallas | TX | (972)574-4616 |
| 35133 1 | HZ T Treats, LLC | 4130 Fairmont Pkwy | Pasadena | TX | (346)771-8064 |
| 35150 0 | AFCO Bakeries No. 1, LLC | 5105 Walzem Rd | Windcrest | TX | (210)277-7030 |
| 35171 6 | EKTA Holdings Inc. | 6127 Fm 2920 Rd | Spring | TX | (832)639-8820 |
| 35186 9 | HZ T Treats, LLC | 3061 N Fry Rd | Katy | TX | (346)322-4055 |
| 35195 2 | HZ T Treats, LLC | 7017 Barker Cypress Rd | Cypress | TX | (346)377-6691 |
| 35198 5 | Mesquite Country Business Venture, LLC | 9230 Potranco Rd | San Antonio | TX | (210)451-0929 |
| 35205 3 | HZ T Treats, LLC | 2340 Marina Bay Dr | League City | TX | (346)709-4298 |
| 35219 6 | HZ T Treats, LLC | 10840 Scarsdale Blvd | Houston | TX | (346)771-8059 |
| 35226 7 | QUALITY BRAND GROUP TEXAS LLC | 2101 Lakeview Pkwy | Rowlett | TX | (469)759-1388 |
| 35248 3 | Coffee Action West, LLC | 20371 Interstate Highway 35 | Kyle | TX | (512)268-1200 |
| 35249 5 | Burleson Donuts, Inc. | 735 Sw Wilshire Blvd | Burleson | TX | (682)703-2079 |
| 35249 6 | QUALITY BRAND GROUP TEXAS LLC | 14841 Coit Rd | Dallas | TX | (972)788-8120 |
| 35251 | LUBBOCK COFFEE LB LLC | 7723 Milwaukee Ave | Lubbock | TX | (806)589-0196 |

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| 352584 | Jai Meladi Donut of Dallas, LLC | 116 S Custer Rd | Mckinney | TX | (972)347-6164 |
| 352712 | HZ T Treats, LLC | 800 N Loop 336 W | Conroe | TX | (936)283-6604 |
| 353252 | PAK MANAGEMENT OF TYLER INC | 1400 W Southwest Loop 323 | Tyler | TX | (903)201-6990 |
| 353319 | Coffee Action West, LLC | 551 Tx Hwy 71 | Bastrop | TX | (512)985-5347 |
| 353432 | SAI 3 Franchising, LLC | 18235 Bulverde Rd | San Antonio | TX | (210)530-8342 |
| 353796 | BINGLE, LLC | 5101 Bingle Rd | Houston | TX | (281)414-3785 |
| 353933 | QUALITY BRAND GROUP TEXAS LLC | 711 S Industrial Blvd | Euless | TX | (817)685-1011 |
| 354018 | STEP Values LLC | 2823 Western Ave | Amarillo | TX | (806)553-2274 |
| 354395 | Round Rock Real Estate LLC | 1610 E Parmer Lane | Austin | TX | (512)487-5578 |
| 354668 | SAI FRANCHISING 4, L.L.C. | 23503 Hardy Oak Blvd | San Antonio | TX | (210)481-9229 |
| 354801 | LUBBOCK COFFEE LA LLC | 4328 50th St | Lubbock | TX | (806)686-0825 |
| 354857 | PAK MANAGEMENT OF NACOS INC | 2801 North St | Nacogdoches | TX | (936)305-5123 |
| 355010 | FM78 Donuts, LLC | 8250 Fm 78 | Converse | TX | (210)272-0787 |
| 355149 | PAK MANAGEMENT OF KILGORE INC | 4405 Highway 42 N | Kilgore | TX | (903)345-6050 |
| 355348 | EKTA Holdings Inc. | 3085 College Park Dr | Conroe | TX | (936)242-1249 |
| 355399 | Shahbaz Raza | 36311 Interstate 10 W | Winnie | TX | (409)374-2010 |
| 355680 | 7272 DONUTS, INC. | 7272 Culebra Rd | San Antonio | TX | (210)370-3566 |
| 355681 | Boerne Donuts, Inc. | 214 W Bandera Rd | Boerne | TX | (830)331-2251 |
| 355856 | HZ T Treats, LLC | 6392 Phelan Blvd | Beaumont | TX | (409)305-0382 |
| 355896 | Round Rock Real Estate LLC | 166 Hargraves Dr | Austin | TX | (512)582-0156 |
| 356329 | HZ T Treats, LLC | 2222 Rayford Rd | Spring | TX | (281)972-6142 |
| 356586 | HZ T Treats, LLC | 2203 Spring Stuebner Rd | Spring | TX | (281)972-0511 |
| 356611 | ABILENE COFFEE LA LLC | 2901 S 14th St | Abilene | TX | (325)261-4918 |
| 356895 | D2J Solution LLC | 4519 Kemp Blvd | Wichita Falls | TX | (940)386-3716 |
| 357149 | HZ T Treats, LLC | 112 S Main St | Lumberton | TX | (409)751-2097 |
| 357201 | DOMINION DONUTS, INC. | 21715 W Interstate 10 | San Antonio | TX | (210)600-3270 |
| 357220 | PAK MANAGEMENT OF DALLAS INC | 5801 Office Park Dr | Arlington | TX | (817)563-9474 |
| 357285 | The Grove, Inc. | Dfw Int. Airport | Dallas | TX | (972)973-4786 |

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|------------|--|-----------------------------------|-----------------|----|---------------|
| 35732 5 | Anju Donuts of Beaumont 2, LLC | 580 N Main St | Vidor | TX | (409)422-0645 |
| 35764 9 | Clear Creek Donuts, Inc. | 2250 Clear Creek Rd | Killeen | TX | (254)519-0000 |
| 35767 2 | Shahbaz Raza | 17498 Interstate 10 | Beaumont | TX | (409)794-3021 |
| 35774 1 | QUALITY BRAND GROUP TEXAS LLC | 834 N Hampton Rd | Desoto | TX | (469)747-3103 |
| 35795 8 | HEWITT DONUTS, INC. | 1701 Hewitt Dr | Waco | TX | (254)294-8869 |
| 35803 5 | HARKER HEIGHTS DONUTS, INC. | 529 E Knights Way | Harker Heights | TX | (254)213-0400 |
| 35870 3 | SAI 7 Franchising, LLC | 11910 Blanco Road | San Antonio | TX | (210)910-5009 |
| 35870 5 | Empresario Donuts Inc | 11330 Potranco Rd. | San Antonio | TX | (210)236-9708 |
| 35874 3 | Sai 6 Franchising, LLC | 1667 W State Highway 46 | New Braunfels | TX | (830)327-1240 |
| 35949 6 | FORT HOOD DONUTS, INC. | 1516 S Fort Hood St | Killeen | TX | (254)226-3178 |
| 35957 4 | SAI 8 Franchising, LLC | 2882 Thousand Oaks | San Antonio | TX | (210)963-6003 |
| 35964 4 | WELLBORN DONUTS, INC. | 12061 Fm 2154 | College Station | TX | (979)422-1480 |
| 35977 6 | Shahbaz Raza | 12099 Farm To Market Road 1442 | Orange | TX | (409)216-8542 |
| 35985 8 | Pramukhji Donut Corporation of Dallas | 11680 Us 380 | Cross Roads | TX | (940)365-5735 |
| 35988 8 | Kerrville Donuts, Inc. | 801 Sidney Baker St | Kerrville | TX | (830)890-5798 |
| 35998 0 | HZ T Treats, LLC | 3011 Ella Blvd | Houston | TX | (346)537-7506 |
| 36264 4 | Lake Ridge Donuts, Inc. | 5170 Lake Ridge Pkwy | Grand Prairie | TX | (214)518-6547 |
| 36266 4 | SAHAJANAND DONUT CORPORATION | 3555 Legacy Dr | Frisco | TX | (972)704-3434 |
| 36276 2 | HZ T Treats, LLC | 24211 Kuykendahl Road | Spring | TX | (346)534-5008 |
| 36296 7 | Temple Donuts Inc | 7451 West Adams Avenue | Temple | TX | (254)314-2006 |
| 36302 4 | Copperas Cove Donuts Inc | 2406 E Business 190 | Copperas Cove | TX | (254)238-7132 |
| 36323 6 | Collins Donuts, Inc. | 4501 South Collins Street | Arlington | TX | (682)270-0109 |
| 36323 8 | Duncanville Donuts, Inc. | 310 South Clark Road | Duncanville | TX | (469)868-6144 |
| 36331 2 | HZ T Treats, LLC | 12655 Tomball Parkway | Houston | TX | (281)809-2195 |
| 36335 5 | HZ T Treats, LLC | 3831 W Grand Parkway | Katy | TX | (346)608-8053 |
| 36344 9 | Priceless Coffee, Inc. | 7621 Summer Creek Rd. | Fort Worth | TX | (682)250-5615 |
| 36390 2 | Kallison Donuts Inc | 14048 Culebra Rd. Suite 118 | San Antonio | TX | (210)255-1167 |
| 36404 3 | SHMARK Restaurant Group, LLC | 4531 Garth Road Suite 120 | Baytown | TX | (832)479-0631 |
| 36424 | Hemani Group Development LLC | 901 Fm 1431 Ste 100 | Marble Falls | TX | (830)201-4019 |

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|--------|--|----------------------------|----------------|----|----------------|
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| 364571 | 150 Donuts, LLC | 150 South Ww White Road | San Antonio | TX | (210)233-9649 |
| 364814 | HZ T Treats, LLC | 20995 Katy Freeway | Katy | TX | (346)615-2068 |
| 364970 | 216 Lufkin LLC | 216 South Timberland Drive | Lufkin | TX | (936)955-2974 |
| 365730 | HZ T Treats, LLC | 23601 Southwest Fwy | Rosenberg | TX | (364)651-2901 |
| 349159 | Sodexo Operations, LLC | 7500 Heller Loop | Fort Belvoir | VA | (703) 569-0216 |
| 351301 | Shrikrishna 1 Corporation | 551 Warrenton Road | Fredericksburg | VA | (540) 371-1277 |
| 301767 | Dumfries Donuts, Inc. | 18021 Main St | Dumfries | VA | (703)441-1837 |
| 303740 | Shrikrishna Corporation | 305 Garrisonville Rd | Stafford | VA | (540)659-4223 |
| 304706 | Woodbridge Donuts, Inc. | 13607 Richmond Hwy | Woodbridge | VA | (703)491-8089 |
| 306326 | Virginia Donuts XXXXVII, LLC | 3900 Holland Rd | Virginia Beach | VA | (757)463-1748 |
| 306659 | Virginia Donuts XXXXV, LLC | 1435 Battlefield Blvd N | Chesapeake | VA | (757)436-2285 |
| 307670 | Leesburg LGS LLC | 521j E. Market St | Leesburg | VA | (703)777-2694 |
| 330215 | Winchester Donuts, L.L.C. | 345 W Reservoir Rd | Woodstock | VA | (540)459-5800 |
| 331809 | DVA Columbia-3100, LLC | 3100 Columbia Pike | Arlington | VA | (703)271-1004 |
| 335717 | DVA Jefferson-3325, LLC | 3325 Jefferson Davis Hwy | Alexandria | VA | (703)548-2413 |
| 335797 | DVA Community-47010, LLC | 47010 Community Plz | Sterling | VA | (703)202-8091 |
| 335956 | DVA Columbia-5701, LLC | 5701 Columbia Pike | Falls Church | VA | (571)481-4239 |
| 337642 | Winchester Donuts, L.L.C. | 1462 N Frederick Pike | Winchester | VA | (540)722-3800 |
| 340310 | JLA - Donuts, LLC | 5113 Oaklawn Blvd | Hopewell | VA | (804)352-7968 |
| 340875 | Staunton Richmond LLC | 1028 Richmond Ave | Staunton | VA | (540)885-5147 |
| 340884 | JLA - Donuts, LLC | 13847 Hull Street Rd | Midlothian | VA | (804)818-2429 |
| 341252 | DVA Truro Parish-42876, LLC | 42876 Truro Parish Dr | Ashburn | VA | (703)723-0350 |
| 341409 | Jerome And Brenda And Associates, Inc. | 13585 Minnieville Rd | Woodbridge | VA | (703)590-3544 |
| 341545 | NOVA CBC, LLC | 2201 Old Bridge Rd | Lake Ridge | VA | (703)490-5035 |
| 342341 | DVA Lee-3520, LLC | 3520 Lee Hwy | Arlington | VA | (703)294-4024 |
| 343294 | NOVA CBC, LLC | 1500 Belle View Blvd | Alexandria | VA | (703)778-1135 |
| 343316 | Winchester Donuts, L.L.C. | 760 Warrior Dr | Stephens City | VA | (540)868-9693 |
| 343544 | DVA Watson - 8119, LLC | 8119 Watson St | McLean | VA | (703)829-1610 |

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| 34823 7 | Winchester Donuts, L.L.C. | 8153 John Mosby Hwy | Boyce | VA | (540)837-9080 |
| 35207 3 | Vigario Investment Seven, LLC | 7421 Sudley Rd | Manassas | VA | (703)331-3002 |
| 35349 6 | Vigario Investment Eight, LLC | 12701 Shoppes Ln | Fairfax | VA | (703)818-7480 |
| 35372 5 | Sodexo Operations, LLC | 1 Champion Circle | Lynchburg | VA | (434)592-4745 |
| 35408 2 | RIYA2 ENTERPRISES LLC | 5101 Jefferson Davis Hwy | Fredericksburg | VA | (540)693-1305 |
| 35463 2 | Vigario Investment Nine, LLC | 7797 Centreville Rd | Manassas | VA | (703)331-0160 |
| 35581 4 | AASHNI ENTERPRISES LLC | 5231 James Madison Parkway | King George | VA | (540)413-1404 |
| 35706 6 | Luray LGS LLC | 1046 Us Highway 211 W | Luray | VA | (540)860-0516 |
| 35863 1 | Vigario Investment Twelve, LLC | 13414 Dumfries Road | Manassas | VA | (571)399-7933 |
| 35907 1 | RIYA BJS LLC | 1800 Carl D Silver Parkway | Fredericksburg | VA | (540)207-8082 |
| 35911 4 | Vigario Investment Fifteen, LLC | 44135 Ashbrook Marketplace Plaza | Ashburn | VA | (571)291-9465 |
| 36263 7 | JBAR RIVERBEND LLC | 160 Riverbend Drive | Charlottesville | VA | (434)218-4210 |
| 36263 9 | RIYA ENTERPRISES LLC | 2203 Plank Rd | Fredericksburg | VA | (540)899-2007 |
| 36276 4 | GUM SPRING DONUTS LLC | 42204 Mcgraw Ridge Drive | Chantilly | VA | (202)823-3414 |
| 36352 5 | VIGARIO INVESTMENT NINETEEN, LLC | 8625 Sudley Rd | Manassas | VA | (703)330-4411 |
| 36368 4 | Springfield (VA) Donuts, Inc. | 6310 Backlick Road | Springfield | VA | (703)569-9764 |
| 34908 9 | LAXMI MA, LLC | 612 West Wisconsin Avenue | Milwaukee | WI | (414) 347-1599 |
| 34971 0 | Tmart Operations I, LLC | 2415 Wisconsin Dells Parkway | Wisconsin Dells | WI | (608) 253-5353 |
| 35036 7 | MILWAUKEE COFFEE HOSPITALITY KENOSHA LLC | 4028 75th St. | Kenosha | WI | (262) 697-9070 |
| 35061 1 | Tmart Operations I, LLC | 245 East Business Highway 151 | Platteville | WI | (608) 433-2244 |
| 35235 7 | Tmart Operations I, LLC | 915 North Central Avenue | Marshfield | WI | (715) 898-1450 |
| 35279 2 | Tmart Operations I, LLC | 2836 North Clairemont Avenue | Eau Claire | WI | (715) 598-1500 |
| 34151 9 | Manvee, Inc. | 6026 Washington Ave | Racine | WI | (262)884-0404 |
| 34237 7 | Rhyann Management Co. | 1905 Center Ave | Janesville | WI | (608)758-9937 |
| 35136 4 | MILWAUKEE COFFEE HOSPITALITY HALES CORNER LLC | 5480 South 108th St | Hales Corners | WI | (414)525-0115 |
| 35846 1 | Milwaukee Coffee Hospitality Menomonee Falls #2 LLC | N82 W15272 Appleton Ave | Menomonee Falls | WI | (262)875-9171 |
| 35943 8 | Tmart Operations I, LLC | 110 W Bridge St | Wausau | WI | (715)660-0015 |
| 35946 8 | DAIRYLAND OPERATIONS, LLC | 1610 W Washington St | West Bend | WI | (262)622-8148 |

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|------------|--|---------------------------|----------------|----|---------------|
| 35956 2 | DAIRYLAND OPERATIONS, LLC | 3506 Calumet Ave | Manitowoc | WI | (920)717-8065 |
| 35972 1 | Tmart Operations I, LLC | 1650 Oshkosh Ave | Oshkosh | WI | (920)365-2202 |
| 35992 7 | MILWAUKEE COFFEE HOSPITALITY MUSKEGO INC. | W190 S7797 Racine Ave | Muskego | WI | (262)263-9773 |
| 35993 5 | MILWAUKEE COFFEE HOSPITALITY SUSSEX LLC | 249 Wisconsin 164 | Sussex | WI | (262)232-4523 |
| 36267 8 | Tmart Operations I, LLC | 617 Division St | Stevens Point | WI | (715)225-6271 |
| 36269 2 | Milwaukee Coffee Hospitality Wales LLC | 511 North Wales Road | Wales | WI | (262)623-9895 |
| 36348 7 | Milwaukee Coffee Hospitality Cudahy LLC | 6250 South Packard Avenue | Cudahy | WI | (224)471-4816 |
| 36360 2 | Tmart Operations I, LLC | 1241 Kalahari Drive | Baraboo | WI | (608)254-1111 |
| 36373 2 | Tmart Operations I, LLC | 110 Limestone Pass | Cottage Grove | WI | (608)860-1788 |
| 36382 0 | Quick Serve, Inc. | 24602 75th Street | Paddock Lake | WI | (262)586-5122 |
| 36407 6 | Milwaukee Coffee Hospitality Franklin Inc | 5444 West Rawson Avenue | Franklin | WI | (773)849-8575 |
| 36411 2 | Tmart Operations I, LLC | 828 Park Ave. | Beaver Dam | WI | (920)392-4258 |
| 36418 2 | DAIRYLAND OPERATIONS, LLC | 1590 W South Park Avenue | Oshkosh | WI | (920)718-0718 |
| 36444 0 | TMART OPERATIONS I LLC | 110 East 2nd Street | Superior | WI | (715)919-2240 |
| 36457 9 | DAIRYLAND OPERATIONS, LLC | 2005 South Main Street | Rice Lake | WI | (715)822-0099 |
| 36516 3 | DAIRYLAND OPERATIONS, LLC | 4295 W College Avenue | Grand Chute | WI | (920)851-9024 |
| 34299 4 | Goldwater Ranson, LLC | 33 W. Virginia Way | Ranson | WV | (304)724-7030 |
| 35411 7 | GIGA RETAILS INCORPORATED | 42 Vantage View Dr | Falling Waters | WV | (304)274-6187 |
| 35805 6 | GEMA RETAILS INCORPORATED | 980 Foxcroft Ave | Martinsburg | WV | (304)229-2115 |
| 35714 8 | HARTMAN HOLDINGS, INC. | 6305 Missile Dr | Fe Warren Afb | WY | (307)222-2694 |



LIST OF DEVELOPERS
AS OF DECEMBER 29, 2024

| ST | Franchisee | Phone or Email |
|----------------|----------------------------|-------------------------------|
| AL | Chirag Patel | kavypatel123@yahoo.com |
| AL | Five Star Group LLC | shilpapatel12@hotmail.com |
| AL, FL | Empire Hospitality FL, LLC | schowdari@empirehg.com |
| AR | Hava Scoop, LLC | brianbiggs2007@yahoo.com |
| AZ | Mohammed Tariq | sweethiragroup@gmail.com |
| AZ | PMPD Ventures LLC | (480)247-6099 |
| AZ | Sister's Scoop of Joy LLC | bioofparesh@gmail.com |
| CA | Flavors Infused LLC | manju.vuggina@gmail.com |
| CA | HARBASANT FOODS INC | (510)524-0200 |
| CA | Indulgent Scoopz LLC | frank.gardner@gmail.com |
| CA | N & A Developments LLC | mannydhadda@hotmail.co.uk |
| CA | ROCKY ICE & SHAKES | navjot1003@gmail.com |
| CA | Tej Parikh | tej290@gmail.com |
| FL | The Adonai Group, LLC | jacob@kingdomlifekleaning.com |
| IA | 31 LLC | chouhan_vjs@hotmail.com |
| IA | Sai Rang IA, LLC | daxp005@gmail.com |
| IN | AS 347659 LLC | (317)259-8888 |
| KY | Bluegrass 4119, Inc. | pragnesh79@msn.com |
| NC | Zayn Scoops LLC | viralpatel7802@gmail.com |
| OH | BRK Ice Cream 1 LLC | ryan@brkrestgroup.com |
| SC | VBP Scoops LLC | viralpatel7802@gmail.com |
| TN | Pramukh 3 LLC | dtsubway@gmail.com |
| TN | Tyler Buck | (931)528-1271 |
| TN | Vimal M. Patel | baskinrobbins3607@gmail.com |
| TX | Ghanshyam Krupa LLC | (972)871-2600 |
| TX | Hauser Enterprises, LLC | (915)587-8431 |
| TX | James & Linda Chow, Inc. | (214)368-3311 |
| TX | Kent Ice Cream LLC | (432)689-0789 |
| TX | NASIR & SONS, INC. | (281)342-2688 |
| TX | Reagan HS retail LLC | am.sundeeep@gmail.com |
| TX | Sai Ice Cream LLC | baskinrobbins3607@gmail.com |
| UT | Jode LLC | (385)498-3182 |
| WA | KATIE DO INVESTMENTS LLC | katiedollc@gmail.com |
| Washington, DC | Sweet Bro Inc. | thaikitchen2022@hotmail.com |

EXHIBIT H

TO THE BASKIN-ROBBINS FDD

FORMER BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES

FORMER BASKIN-ROBBINS RESTAURANT FRANCHISEES

AS OF DECEMBER 29, 2024

LIST OF TERMINATIONS, NON-RENEWALS OR CEASED OPERATIONS – OTHER REASONS

| PC | Address | City | State | Franchisee | Phone or Email |
|--------|------------------------------|------------------|-------|-------------------------------------|-----------------------|
| 347238 | 1509 S. Saint Louis St | Batesville | AR | Littlefield Retail Group, Inc. | (870)793-4316 |
| 338274 | 111 Bill Foster Memorial Hwy | Cabot | AR | B-H-T Investment Company, Inc. | (501)605-0306 |
| 362414 | Hwy 65 By-Pass | Clinton | AR | B-H-T Investment Company, Inc. | (501)745-2217 |
| 346649 | 701 Highway 65 S | Dumas | AR | Lipscomb Oil Co., Inc. | (870)382-2165 |
| 351762 | 104 N 1st St | Glenwood | AR | Blackmon Oil, Inc. | (870)356-2770 |
| 348560 | 736 Highway 65 & 82 | Lake Village | AR | Lipscomb Oil Co., Inc. | (870)265-3202 |
| 353118 | 104 E 13th St | Murfreesboro | AR | Blackmon Oil, Inc. | (870)285-2719 |
| 332221 | 4610 W Keiser Ave | Osceola | AR | Afzal Traders, LLC | (870)563-4298 |
| 334750 | 241 W East Ave | Chico | CA | Her Family Enterprise LLC | (530)891-1131 |
| 336516 | 2009 Forest Ave | Chico | CA | Her Family Enterprise LLC | (530)345-7331 |
| 361278 | 1600 S Azusa Ave | City Of Industry | CA | Teresa Pham Tran and Joseph Pham | (626)964-8487 |
| 336165 | 7101 W. Yorktown Ave | Huntington Beach | CA | CORAZA LLC | (714)536-9776 |
| 360104 | 264 State St | Los Altos | CA | Blue Enterprises | (650)941-5412 |
| 361311 | 11658 Wilshire Blvd | Los Angeles | CA | FARSHAD DON BAHARINEJAD | (310)478-7870 |
| 358131 | 6132 9th St N | Saint Petersburg | FL | ANGRA DESSERTS, LLC | (727)202-6990 |
| 348766 | 119 Yorktown Ctr | Lombard | IL | Success In Sweet, Inc. | (630)620-9345 |
| 361714 | 3620 S Highway 27/Unit 1 | Somerset | KY | KT Hospitality LLC | (606)679-5975 |
| 361642 | 36590 Garfield Rd | Clinton Township | MI | CHIFY BUSINESSES LLC | (586)792-1870 |
| 360427 | 11560 E 12 Mile Rd | Warren | MI | DGARZA ENTERPRISES, LLC | (586)751-3311 |
| 363079 | 281 State Highway O | Holland | MO | USA Investments, LLC | anwar@radiantgroup.us |
| 359530 | 1200 N 2nd St | Booneville | MS | JOYRICKY LLC | (662)596-3051 |
| 357146 | 1032 Highway 471 | Brandon | MS | PPG INC | (769)241-5830 |
| 344376 | 525 Highway 309 S | Byhalia | MS | O & S, LLC | (662)838-3004 |
| 347352 | 101 Johnston Pl | Clinton | MS | MOTI 2 LLC | (601)925-0747 |
| 356540 | 1810 Delaware Ave | Mccomb | MS | Chill Factory, LLC | (601)324-3315 |
| 332489 | 231 Frostland Drive | Water Valley | MS | BROYLES HOSPITALITY, LLC | (601)473-2222 |
| 361860 | 649 W Idaho St | Kalispell | MT | Stephen A. Hughes & Stacy B. Hughes | (406)755-3132 |

| PC | Address | City | State | Franchisee | Phone or Email |
|--------|----------------------------------|--------------|-------|---------------------------|----------------|
| 362407 | 1904 N Diers Ave | Grand Island | NE | Cornhusker C-Stores, Inc. | (308)381-7222 |
| 361832 | 480 Center St Ne | Salem | OR | SARAHJAYNE, INC. | (503)362-9824 |
| 362013 | 15994 Sw Tualatin-Sherwood Rd | Sherwood | OR | Cloud 8 Enterprises LLC | (503)625-2736 |
| 356913 | 2261 Saint John Ave | Dyersburg | TN | JAY MELDI MA INC. | 731-286-5751 |
| 346650 | 12940 Highway 64 | Somerville | TN | Teague Store, LLC | (901)465-9444 |
| 337483 | 3434 N. Mesa Street | El Paso | TX | Hauser Enterprises, LLC | (915)533-3110 |
| 360744 | 918 Auburn Way S | Auburn | WA | KAJIK ZAGHIAN CORP. | (253)833-0303 |
| 361878 | 1402 SE Everett Mall Way | Everett | WA | CISH Corporation | (425)355-3100 |

LIST OF TRANSFERS – BASKIN-ROBBINS RESTAURANT

| | PC | Franchisee | State | Phone or Email |
|---|--------|----------------------------|-------|----------------|
| 1 | 354743 | Lisa A. Long | AZ | (623)551-3561 |
| 1 | 361063 | Miya Glassauer | CA | (408)243-3131 |
| 1 | 361367 | Eric Loo | CA | (562)948-3431 |
| 1 | 361038 | Julie D Davidson | CA | (209)722-1291 |
| 1 | 360015 | Helen LaVerne Bohl | CA | (805)925-7870 |
| 1 | 336578 | Juan Alaniz | CA | (951)372-9495 |
| 1 | 361374 | Alex Park, Marilou Mamaril | CA | (323)262-5731 |
| 1 | 359838 | Satnam Toor | CA | (916)771-0530 |
| 1 | 362125 | Hena Vejdany | CA | (949)831-3175 |
| 1 | 361081 | Joseph Ritchey | CA | (707)526-3931 |
| 1 | 348158 | Joseph Ritchey | CA | (707)838-4872 |
| 1 | 353158 | Joseph Ritchey | CA | (707)492-3100 |
| 1 | 355138 | Hector Ruiz | CA | (619)271-2540 |
| 1 | 361079 | Michelle Koan | CA | (510)733-3163 |
| 1 | 362118 | Kenneth Parrino | CA | (805)583-3331 |
| 1 | 347613 | Susan Quesada | CA | (209)472-0222 |
| 1 | 348619 | Rocio Avalos | CA | (209)521-3111 |
| 1 | 360129 | Pansy Hsieh | CA | (408)296-0707 |
| 1 | 336287 | Bob Singh | CA | (209)408-0668 |
| 1 | 360003 | Hal Stone | CA | (805)736-3131 |
| 1 | 334769 | Greg Hershberger | CA | (530)672-9295 |

| | PC | Franchisee | State | Phone or Email |
|---|--------|-------------------------------|-------|----------------|
| 1 | 336276 | Raman Banwait | CA | (925)439-9500 |
| 1 | 360064 | Masud Ahmed | CA | (805)682-2296 |
| 1 | 350936 | Mai Phan | CA | (657)221-0496 |
| 1 | 357894 | Hector Ruiz | CA | (619)798-2073 |
| 1 | 358513 | Asif Jadwet | CA | (818)285-8664 |
| 1 | 340428 | Amy Alley | CO | (720)745-0624 |
| 1 | 361432 | Melissa Balerio | CO | (720)745-0709 |
| 1 | 331200 | Ismail Sola | CO | (719)576-3331 |
| 1 | 352985 | Sandip Patel | MS | (601)456-4869 |
| 1 | 345909 | Stacey Delgado | NM | (505)722-5445 |
| 1 | 361784 | Kevin Springer, Robert Tufano | NY | (631)757-3615 |
| 1 | 361971 | Jeffrey Gosciminski | SC | (843)881-6741 |

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FORMER COMBO RESTAURANT FRANCHISEES

AS OF DECEMBER 29, 2024

LIST OF TERMINATIONS, NON-RENEWALS OR CEASED OPERATIONS – OTHER REASONS

| PC | Address | City | State | Franchisee | Phone or Email |
|--------|-----------------------------|------------------|-------|--|----------------|
| 357094 | 365 N Telluride St | Aurora | CO | HARTMAN HOLDINGS, INC. | (720)955-9588 |
| 358838 | 700 Taughenbaugh Blvd | Rifle | CO | AVALANCHE COFFEE LLC | (970)665-9001 |
| 340942 | 1185 S. Broad St | Brooksville | FL | South Broad Street Donuts, Inc. | (352)277-0773 |
| 340750 | 1540 Garfield Ave | Deland | FL | Deland Donuts, Inc. | (386)740-7660 |
| 352643 | 1954 S 8th St | Fernandina Beach | FL | FERNANDINA BEACH FOODS LLC | (904)432-7594 |
| 352593 | 1412 W University Ave | Gainesville | FL | AC Russells Mills, Inc. | (352)727-4213 |
| 304919 | 825 W Hallandale Beach Blvd | Hallandale Beach | FL | SOFL DONUTS, LLC | (954)378-7980 |
| 336447 | 5150 University Blvd W | Jacksonville | FL | 5150 UNIVERSITY FOODS LLC | (904)737-7244 |
| 349921 | 4419 Southside Blvd | Jacksonville | FL | Beantown Partners, LLC | (904)997-6996 |
| 304448 | 3515 E Bay Dr | Largo | FL | East Bay Donuts, Inc. | (727)538-2828 |
| 353620 | 9898 International Dr | Orlando | FL | MRMP Ventures I LLC | (407)351-6387 |
| 339909 | 6299 W Sunrise Blvd | Plantation | FL | HIGHLANDS INTERNATIONAL MANAGEMENT, INC. | (954)453-7004 |
| 341149 | 1850 W Blue Heron Blvd. | Riviera Beach | FL | BLUE HERON AT RB LLC | (561)461-8160 |
| 346411 | 1523 Veterans Pkwy | Columbus | GA | Coffee Cafe 4, LLC | (706)243-1710 |
| 330803 | 2280 Salem Rd Se | Conyers | GA | Georgia Donuts SE, LLC | (770)544-7041 |
| 308655 | 2885 Canton Hwy | Marietta | GA | 308655 COFFEE CAFE, LLC | (770)422-3375 |
| 352613 | 4092 Lawrenceville Hwy | Tucker | GA | 352613 Coffee Cafe, LLC | (470)857-5737 |
| 301944 | 3101 W Irving Park Rd | Chicago | IL | Shimurima, Inc. | (773)583-4048 |
| 339911 | 75 E. Washington St. | Chicago | IL | Yasa Inc. | (312)223-0306 |
| 300567 | 850 Elmhurst Rd | Des Plaines | IL | Hanuman Inc. | (847)981-9022 |

| PC | Address | City | State | Franchisee | Phone or Email |
|--------|------------------------------|--------------------|-------|---|----------------|
| 340507 | 1204 S Milwaukee Ave | Prospect Heights | IL | TTZM VENTURES LLC | (847)215-2211 |
| 302946 | 330 S. Neltnor Blvd | West Chicago | IL | B.N.K., Inc. | (630)231-5640 |
| 342756 | 8509 US Route 42 | Florence | KY | Epicure, LLC | (859)746-1999 |
| 340175 | 1348 Ashton Rd. | Hanover | MD | DORSEY DONUTS, LLC | (410)850-5322 |
| 340872 | 4345 S Telegraph Rd | Dearborn Heights | MI | KARDO 10 LLC | (313)600-0568 |
| 353574 | 4775 Dixie Hwy | Waterford Township | MI | OM DIXIE DONUTS, INC | (248)674-9501 |
| 348649 | St. Louis Airport | Saint Louis | MO | Milan Patel | (314)429-7899 |
| 348648 | St. Louis Intl Airport (Stl) | St Louis | MO | Milan Patel | (312)429-7899 |
| 330174 | 7815 N Point Blvd | Winston Salem | NC | TRIAD DONUTS LLC | (336)422-7247 |
| 341191 | 233 N. Franklin Turnpike | Ramsey | NJ | Friendly Donuts, LLC | (201)327-2828 |
| 330344 | 636 Westwood Ave | River Vale | NJ | Triple J. Family, Inc. | (201)358-6900 |
| 302211 | 1680 Grand Ave | Baldwin | NY | WESTSIDE DONUT BALDWIN VENTURES LLC | (516)378-9186 |
| 330350 | 2702 E. Tremont Ave | Bronx | NY | 2702 Donuts Inc. | (929)777-9099 |
| 339657 | 5901 Church Avenue | Brooklyn | NY | Deck Church - 5901, LLC | (347)365-7147 |
| 340441 | 578 Atlantic Ave | Brooklyn | NY | Deck Atlantic-578, LLC | (718)596-6029 |
| 302049 | 5 Brewster St | Glen Cove | NY | WESTSIDE DONUT GLEN COVE VENTURES LLC | (516)759-0858 |
| 301726 | 127 E Montauk Hwy | Hampton Bays | NY | DJ Hampton Bays Inc. | (631)594-1928 |
| 343333 | 2944 Hempstead Tpke | Levittown | NY | Westside Donut Levittown One Ventures LLC | (516)520-0494 |
| 332445 | 1342 Amsterdam Ave | New York | NY | AMG 1342 AMSTERDAM QUICKSERVE LLC | (212)222-4136 |
| 340855 | 250 E. 40th St | New York | NY | COPLEY COFFEE 1, LLC | 212-681-2482 |
| 343038 | 2258 1st Ave | New York | NY | NYC HARLEM FOODS INC | (646)597-9421 |
| 351274 | 1703 3rd Ave | New York | NY | SRIDUTT INC. | (646)727-7744 |

| PC | Address | City | State | Franchisee | Phone or Email |
|--------|---------------------|------------|-------|----------------------------------|----------------|
| 360679 | 95-56 Queens Blvd | Rego Park | NY | REGO COMBO, LLC | (718)459-1872 |
| 352878 | 2060 N High St | Columbus | OH | Pramukh Vandan LLC | (614)826-2343 |
| 339782 | 1870 Catasauqua Rd | Allentown | PA | Valley Donuts, Inc. | (610)264-2890 |
| 302068 | 1525 Broad River Rd | Columbia | SC | BROAD RIVER DONUTS, LLC | (803)798-6630 |
| 355498 | 4411 Soncy Ave | Amarillo | TX | STEP Values LLC | (806)731-8616 |
| 352573 | 7901 University Ave | Lubbock | TX | LUBBOCK COFFEE LC LLC | (806)686-1306 |
| 344265 | 6451 Edsall Rd | Alexandria | VA | EC Edsall, LLC | (703)256-4534 |
| 343718 | 1100 Cedar Rd | Chesapeake | VA | Virginia Donuts XXXXVI, LLC | (757)548-2440 |
| 344087 | 8525 Rolling Rd | Manassas | VA | VIGARIO INVESTMENT NINETEEN, LLC | (703)330-4411 |

LIST OF TRANSFERS – BASKIN-ROBBINS COMBO

| | PC | Franchisee | State | Phone or Email |
|---|--------|------------------|-------|----------------|
| 1 | 355292 | TA OPERATING LLC | AL | (661)663-4367 |
| 1 | 357492 | Talisin Burton | CA | (619)900-7141 |
| 1 | 354407 | Talisin Burton | CA | (619)900-7141 |
| 1 | 357968 | Talisin Burton | CA | (619)900-7141 |
| 1 | 353145 | Talisin Burton | CA | (619)900-7141 |
| 1 | 355696 | Talisin Burton | CA | (619)900-7141 |
| 1 | 356191 | Talisin Burton | CA | (619)900-7141 |
| 1 | 354485 | Talisin Burton | CA | (619)900-7141 |
| 1 | 355040 | Talisin Burton | CA | (619)900-7141 |
| 1 | 356628 | Talisin Burton | CA | (619)900-7141 |
| 1 | 351651 | Hardik R. Patel | GA | (478)453-3330 |
| 1 | 310266 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 336659 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 336489 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 356545 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 355994 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 363317 | Sanjeev Khatau | IL | (708)590-6770 |
| 1 | 358434 | Ahmad Mansour | IL | (630)841-4406 |
| 1 | 340404 | Kajal Patel | IL | (773)235-1365 |
| 1 | 340467 | Sanjay Jain | NY | (917)745-1570 |
| 1 | 340817 | Sanjay Jain | NY | (917)745-1570 |
| 1 | 304484 | Waliul Chowdhury | NY | (718)396-0178 |
| 1 | 338807 | Vijay R. Shah | NY | (718)442-6630 |

| | PC | Franchisee | State | Phone or Email |
|---|--------|--------------|-------|----------------|
| 1 | 352196 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 355630 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 352168 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 351331 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 352053 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 352553 | Amin Dhanani | TX | (281)332-1839 |
| 1 | 306422 | Amrit Sandhu | TX | (972)985-9994 |

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EXHIBIT I
TO THE BASKIN-ROBBINS FDD
FORM OF GENERAL RELEASE

FORM OF RELEASE AGREEMENT
(Subject to Change by Baskin-Robbins Franchising LLC)

This **RELEASE AGREEMENT** (the “**Agreement**”) is entered into as of _____
(the “**Effective Date**”) by and between Baskin-Robbins Franchising LLC (“**Franchisor**”),
_____, (“**Franchisee**”).

BACKGROUND

A. Franchisor and Franchisee entered into that certain Baskin-Robbins® Franchise Agreement dated _____, _____ (“**Franchise Agreement**”) for the development and operation of that certain Baskin-Robbins® restaurant located at _____ (“**Franchised Restaurant**”).

B. [Note: Describe the circumstances relating to the release.]

C. For the reasons described herein, Franchisee now desires to release any and all claims that may exist relating to the Franchise Agreement and Franchisee’s relationship with Franchisor.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. [Note: Describe any term(s) agreed to by the parties]
2. **Franchisee Release.**

a. Franchisee, on behalf of itself and their predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, trustees, beneficiaries, successors, and assigns (collectively, the “**Franchisee Parties**”), do hereby absolutely and irrevocably release and discharge Franchisor, its predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, successors, and assigns (collectively, the “**Franchisor Parties**”), of and from any and all claims, obligations, debts, proceedings, demands, actions, causes of action, liabilities, costs, expenses, losses and damages, whether known or unknown, vested or contingent, which any of the Franchisee Parties now has, ever had, or, but for this release, hereafter would or could have against any of the Franchisor Parties as of the Effective Date directly or indirectly relating to or arising out of the Franchise Agreement, the Franchised Restaurant, or the relationship between Franchisor or its affiliate, on the one hand, and any of the Franchisee Parties, on the other hand (collectively, the “**Released Claims**”).

b. Franchisee, on behalf of itself and the other Franchisee Parties, represent and warrant to Franchisor that none of them has assigned or otherwise sold, conveyed, transferred, pledged, or granted a security interest in or lien upon any of the Released Claims. Franchisee, on behalf of itself and the other Franchisee Parties, covenant not to sue any of the Franchisor Parties (or any of their respective successors and assigns) on or related to any of the Released Claims.

c. To the extent applicable, the parties acknowledge that they are familiar with the provisions of California Civil Code Section 1542 (which reads “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**”) and any

other similar applicable law or regulation. The Franchisee Parties, on behalf of themselves and each of the other Franchisee Releasing Parties, hereby waive and relinquish every right or benefit which they have under Section 1542 of the Civil Code of the State of California and any other similar applicable law or regulation, or any other law, rule or regulation limiting the effectiveness of releases, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the Franchisee Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is the Franchisee Parties' intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

3. General Provisions.

a. Construction. The Background is incorporated herein by reference and made a part of this Agreement. If Franchisee is comprised of more than one individual or entity, then all representations, warranties, liabilities and obligations of the relevant party shall be joint and several among the relevant parties. The captions of the sections and paragraphs of this Agreement are intended only as aids in locating provisions hereof, are not a part of the context hereof and shall be ignored in construing this Agreement. Capitalized terms used but not defined herein shall have the meaning given to them under the Franchise Agreement. Wherever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neutral form, and the singular forms of nouns and pronouns shall include the plural, and vice versa. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. References to any contracts, instruments or agreements shall include any and all amendments, restatements, extensions, supplements or other modifications to those contracts, instruments or agreements from time to time. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of their participation in the drafting of this Agreement. This Agreement may be executed in more than one counterpart, and by electronic signature, each of which constitutes an original.

b. Binding Effect. This Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

c. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws rules. All legal proceedings relating to this Agreement must be brought or otherwise commenced only in the state or federal courts of Georgia.

d. Entire Agreement; Amendments. This Agreement, and the documents referred to herein, represent the entire agreement among the parties hereto respecting the subject matter hereof. No statements, promises or representations have been made by any party hereto to any other, or relied upon by any party hereto, and no consideration has been offered, promised, or expected, except as expressly provided in this Agreement and the documents referred to herein. No waiver of or failure to enforce any provision in this Agreement shall be binding upon any party hereto unless made in writing and signed by that party. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought.

e. Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. No Related Party Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor or any of its affiliated entities shall have any liability for any obligations or liabilities under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the Effective Date.

FRANCHISOR:

Baskin-Robbins Franchising LLC

By: _____
Its: _____

FRANCHISEE:

By: _____
Its: _____

EXHIBIT J

TO THE BASKIN-ROBBINS FDD

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

Introduction

Dunkin’ Brands, Inc., Dunkin’ Donuts Franchising LLC, and Baskin-Robbins Franchising LLC (collectively “Dunkin’ Brands”) have formulated marketing/payment programs for facilitating mobile and online payments by customers at or from restaurants approved to participate in such programs and a marketing program for the use by consumers of so-called pre-paid or stored value cards (“Stored Value Cards”) for purchases at or from restaurants approved to participate in that program (these are collectively referred to as the “Program”). The Program as currently constituted reflects, among other things, currently available technology and methods of operation developed at Dunkin’ Brands restaurants involved in the Program. The Program is anticipated to change over time and participating Dunkin’ Brands restaurants are expected to adhere to the changes to the Program as Dunkin’ Brands may from time to time require. The mobile and online payments aspects of the Program unrelated to pre-paid/stored value cards will be administered by Dunkin’ Brands, Inc. and with respect to those aspects of the Program this agreement is between you and Dunkin’ Brands, Inc. The pre-paid/stored value card aspects of the Program will be administered by SVC Service II Inc., a Dunkin’ Brands affiliate, and with respect to those aspects of the Program this agreement is between you and SVC Service II Inc. Dunkin’ Brands, Inc. has contracted with First Data Services, LLC to provide mobile and online payment processing and support services under the Program. SVC Service II Inc. has contracted with First Data Services, LLC to provide processing and support services under the Program with respect to the pre-paid/stored value card aspects of the Program. Dunkin’ Brands, Inc. and SVC Service II Inc. may from time to time contract with others in furtherance of the Program or to replace any or all of the services provided by First Data Services, LLC in connection with the Program. The words “we”, “us” and “our” mean Dunkin’ Brands, Inc. and SVC Service II Inc. individually and collectively. In this Agreement, the words “you” and “your” mean the franchisee (and, where the context relates to the use of Program services and Program obligations, others the franchisee selects to use the Program services, such as the franchisee’s employees, accountant, financial advisor, or any other person or agent logging on for the franchisee).

Web Enroll System: With the use of a password and a user-id, our Web Enroll System (“Web Enroll”) allows you to enroll in the Program electronically. To enroll in the Program, you must accept the Terms and Conditions set out below. This Web Enroll Electronic Payment Program Participation Agreement (the “Agreement”) establishes the Terms and Conditions of your participation in the Program. If you do not agree with the Terms and Conditions, do not log-on to Web Enroll. By clicking “I Accept” at the bottom of this Agreement, you accept to be bound by all the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

1) Adherence to the Program

You agree to comply with all the requirements of a Program user as the same may exist from time to time. These requirements include without limitation your obligation to support and participate in mobile and online ordering, purchases and payments, sell Stored Value Cards, redeem Stored Value Cards, follow required procedures for settlement of funds, assist in settling consumer disputes, and such other matters as are set forth below and as we may from time to time determine.

2) Access Rights

Upon our issuing you a password, and subject to your continued compliance with the Program, this Agreement and the Franchise Agreement, you are granted a limited, non-exclusive, non-transferable right

to access and use the this Web Enroll site, the Program websites, Program card authorization, data retention and data transmission capabilities, and other Program associated technology. You agree that we or our licensors are the sole and exclusive owners of all worldwide right and title, including intellectual property rights, in and to this Web Enroll site, the Program websites, software or hardware facilitating mobile or online ordering, purchases and payments, Program card authorization, data retention and data transmission equipment, software and capabilities, and other Program associated technology. No rights beyond use in accordance with our requirements are granted to you. You will not, nor will you allow others to: (1) copy any associated technology, or reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from any Program associated technology or (2) write or develop any derivative or other software programs, based, in whole or in part, upon the Program associated technology or allow access to anyone other than permitted users.

3) Card Authorization, Processing and Data Retention and Transmission

a) You agree to install, use and maintain at your sole cost and expense the card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time. You will be required to rent or purchase the number of approved card readers or other technology we designate for your restaurant. Thereafter, you may be required to install, use and maintain at your sole cost and expense such additional, upgrade and replacement card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. b) You agree to install, use and maintain at your sole cost and expense the data retention and transmission equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time.. Thereafter, you shall rent or purchase such additional, upgrade and replacement data retention and transmission equipment, software and capabilities, or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. c) You agree that all credit card and debit card processing activities in the context of mobile and online payments, and further including specifically provisioning and processing of MIDs, authorization, data capture and processing, reconciliation, the TransArmor product and services and the Online PCI Validation Access services or their equivalent, are governed by the Merchant Agreements(s) or related agreement(s) between you and First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities which may be approved by us. d) You agree that, as the merchant of record in the context of mobile and online payments, you will adhere to all applicable requirements, obligations and responsibilities.

4) Technology Evaluation; Security; Use Restrictions

a) Our systems administrator will issue to each participating restaurant an application-level User ID and password. b) you agree that you are solely responsible for configuring, testing and implementing hardware, software, equipment and other technology or procedures to reliably and responsibly access or use the Program websites, mobile applications, Program card authorization, data retention and data transmission equipment, software and capabilities, software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, and other Program associated technology (the “Program Infrastructure”). By way of example and not by limitation, you are responsible for maintaining and ensuring the technical and physical security of the Program Infrastructure that you provide or maintain, or which is within your care, custody or control. Notwithstanding the foregoing, you agree that, in the event that we specify certain requirements or standards relating to the Program Infrastructure, you shall at all times comply with all such requirements and standards.

You are responsible for administering user names and passwords and implementing user name, password and technical and physical security procedures to ensure that only permitted users are allowed to access or use the Program websites or other Program Infrastructure in the course of performing their duties as your employees. You are responsible for establishing levels of physical and technical security or access rights based on each of your employees' job responsibilities or position. You are responsible for adopting and implementing procedures to change user names, passwords or user codes when your employee's employment is terminated. You are responsible for educating your workforce about the appropriate uses of the Internet and the Program websites and other Program Infrastructure, including, but not limited to, your employees' "surfing" inappropriate websites and the necessity of maintaining technical and physical security of their user name and passwords. c) You agree not to reproduce, sell, or distribute all or any portion of the information provided or made available to you through the Program.

5) System Support

If you have trouble logging on, if you wish to report a problem with Web Enroll or if you have any reason to suspect that your User ID or password have been compromised, please contact us immediately at 1 (877) 800-2922. A representative will be available Monday through Friday from 7:00 AM to 7:00 PM, Eastern Standard Time. The Navigator monitors voicemails on weekends and holidays every 90 minutes from 7am-7pm Eastern Standard Time. A representative may not be available in the event of unexpected office closures.

6) Settlement of Funds

a) You agree to follow all procedures we specify to facilitate the settlement of Program funds, including without limitation, the execution of an automated clearing house (ACH) agreement in connection with Web Enroll, the execution of applicable Merchant Agreement(s) or related agreement(s) with First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities approved by us, and such other documents as we may from time to time require. b) You agree that we may initiate debit entries, credit entries and other adjustments to a bank account designated by you to facilitate the settlement of Program funds and you further agree that should any automated clearing house request or other request to transfer funds from any of your accounts be rejected, we may effect such transfer by electronic funds transfer or such other means as we may determine without the need of further consent from you. c) You agree to follow all recommended reconciliation procedures. You are responsible for comparing the daily terminal reports made available under the Program to each of your location's own records, including your bank statements.

7) Transaction Authorizations

Pursuant to the Program agreements with First Data Services, LLC (or its successor), you are solely responsible for obtaining authorization in advance of each transaction. You assume all risk of erroneous or fraudulently obtained authorizations, unless such erroneous or fraudulently obtained authorization is the result of an error caused by First Data Services, LLC or its successor, the third party processors of credit card, debit card and stored value card transactions and data for the Program. You agree that we have the right to utilize, at our sole discretion, or require you to utilize one or more fraud detection or mitigation tools during or in relation to processing of transactions, authorizations, activations, reloads and registrations. You agree that you shall accept and not contest the approval or declination of any such transaction or event, as may be determined by such fraud detection or mitigation tools and will be responsible for any chargebacks or other fees that result from any such transaction or event.

8) Payment Transaction Data

To enhance our ability to understand the make-up of the payment transaction types and other payment related issues (e.g., fraud and chargeback data) in the Dunkin' and Baskin-Robbins systems (collectively, the "System"), you hereby authorize First Data Services LLC, Bank of America N.A. and any other applicable payment processing entities which may be approved by us to provide services to you to give us access to information regarding your Restaurant's payment transactions, including all transaction level information and your merchant account (collectively, "Merchant Account Information"). We will keep all such Merchant Account Information confidential, but we may release information in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the System, and if required by law or any legal proceeding.

9) Fees and Costs

You shall promptly pay in the manner we from time to time specify all your Program fees and costs as the same may exist from time to time.

10) Exclusivity

During the term of this Agreement, other than your participation in the Program, you will not, either internally or through a third party, offer or participate in any other mobile or online ordering, purchasing or payment program or any other proprietary, closed network, online stored value card program at or through any Dunkin' or Baskin-Robbins restaurant. You may participate in "Hospitality Programs." Hospitality Programs are card programs that: (i) your restaurant is required to participate in by the host of such location (where the host is an entity within whose broader rules of operation the restaurant must operate, such as but not limited to, a school, university, hospital, or military PX); and (ii) do not involve the use of Dunkin' Brands, Inc.'s brands on the cards.

11) Limits on Our Responsibility

a) WE ARE NOT RESPONSIBLE FOR ANY LOSSES OF ANY KIND, DELAYS IN TRANSMISSION, OR CORRUPTION OR MISAPPROPRIATION OF DATA, WHETHER ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER PROVIDING CONNECTION TO THE INTERNET, CAUSED BY ANY BROWSER SOFTWARE OR ANY OTHER TELECOMMUNICATIONS PROVIDER, CAUSED BY ANY PROGRAM INFRASTRUCTURE PROVIDED, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF YOU OR ANY THIRD PARTY PAYMENT PROCESSING ENTITY, CAUSED BY ANY FRAUD DETECTION OR MITIGATION TOOL, OR ANY OTHER CAUSE. NOR ARE WE RESPONSIBLE FOR ANY RISK RELATED TO THE LOSS OR THEFT OF, ALTERATION OR DAMAGE TO, OR FRAUDULENT, IMPROPER OR UNAUTHORIZED USE OF YOUR DATA, PASSWORD OR USER ID. b) IN NO EVENT SHALL WE, DUNKIN' BRANDS, INC. OR SVC SERVICE II INC., OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. AND OUR AFFILIATES AND LICENSORS TO ALL PARTIES (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) UNDER THIS AGREEMENT OR BASED ON FRANCHISEE'S OR ITS PERMITTED USERS' USE OF THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR

HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY WILL IN NO EVENT EXCEED THE TOTAL FEES AND COSTS PAID BY YOU FOR THAT SPECIFIC PROGRAM WITHIN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY EXPRESSLY APPLIES TO ANY AND ALL PROGRAM WEBSITES, MOBILE APPLICATIONS, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY THAT IS PROVIDED BY, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. OR OUR AFFILIATES. c) THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY ARE PROVIDED "AS IS". SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY OF FRANCHISEE'S OR A THIRD PARTY'S INFORMATION, DATA, EQUIPMENT, HARDWARE AND/OR SOFTWARE, THAT MAY BE LOST, DAMAGED OR CORRUPTED, DURING FRANCHISEE'S USE OF THE INTRANET, WORLD WIDE WEB, LICENSED TECHNOLOGY, RECOMMENDED TECHNOLOGY, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY OR ANY HOSTED APPLICATION.

12) Termination

a) Termination for Breach. We may terminate this Agreement upon written notice to you if you: (i) breach Section 4c), which shall be non-curable; (ii) materially breach Section 6) of this Agreement and fail to cure such breach within seven (7) days following written notice, (iii) materially breach any other section of this Agreement and fail to cure such breach within thirty (30) days following written notice, (iv) default under the Franchise Agreement or any other agreement with Dunkin' Brands, Inc. or one of its affiliates and such default remains uncured after the expiration of any applicable cure period. b) Termination for Other Reasons. This Agreement shall terminate on notice from us in the event that Dunkin' Brands no longer approves the use of the Program for franchisees in your market. This Agreement shall terminate automatically with respect to the applicable restaurant on the termination or expiration of your Franchise Agreement (provided there was no extension or renewal thereof by us). c) Effect of Termination. Upon termination of this Agreement, you shall immediately (i) cease using the Program websites or other Program Infrastructure, and (ii) certify to us within ten (10) days after termination that you have destroyed, or have returned to us all copies of all technology relating to the Program websites or other Program Infrastructure, whether or not modified or merged into other materials. All remedies available to us are cumulative.

13) Entire Agreement

This Agreement (and such Authorization Agreement(s) that you and your designee sign) contains the entire understanding of the parties and supersedes any and all prior agreements, arrangements and

understandings relating to the subject matter hereof. No representation or inducement has been made by any party that is not embodied in this Agreement. Neither party is relying on anything other than the Terms and Conditions of this Agreement in deciding to enter into this Agreement. This Agreement cannot be amended except by written agreement signed by the party to be charged.

14) No Waiver

Any failure by us to exercise any power reserved to us hereunder, or to insist upon strict compliance by you with any term, covenant or condition in this Agreement, and any waiver by us of any breach of a term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition in this Agreement.

Subsequent acceptance by us of the payments due to us hereunder, in whole or in part, shall not be deemed to be a waiver by us of any preceding breach by you of any term, covenant or condition of this Agreement. We may, in our sole discretion, waive or modify any obligation of other Program participants and no such waiver or modification shall obligate us to grant you a similar waiver or modification. Our acceptance of payments due under this Agreement from any other person or entity shall be deemed to be acceptance from such person or entity as your agent and not as recognition of such person or entity as your assignee or successor.

By clicking the “ACCEPT” button below, you agree to abide by the Terms and Conditions of this Agreement. If you do not agree, please click the “EXIT” button below.

EXHIBIT K
TO THE BASKIN-ROBBINS FDD
STATE EFFECTIVE DATES PAGE

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

| State | Effective Date |
|--------------|-------------------------|
| California | March 27, 2025 (exempt) |
| Hawaii | Pending |
| Illinois | March 27, 2025 (exempt) |
| Indiana | Pending |
| Maryland | Pending |
| Michigan | March 27, 2025 (exempt) |
| Minnesota | Pending |
| New York | Pending |
| North Dakota | March 27, 2025 (exempt) |
| Rhode Island | Pending |
| South Dakota | Pending |
| Virginia | Pending |
| Washington | Pending |
| Wisconsin | Pending |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L
TO THE BASKIN-ROBBINS FDD
RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

If Baskin-Robbins Franchising LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration, whichever comes first.

If Baskin-Robbins Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit A.

Issuance Date: March 27, 2025

The franchise sellers for this offering are _____, Baskin-Robbins Franchising LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March 27, 2025 that included the following Exhibits:

| | | | |
|-----|--|-----|---|
| A | List of State Agencies and Agents for Service of Process | D-4 | Conditional Option(s) to Extend |
| B | Financial Statements and Guarantee | E | State-Specific Appendices and Agreement Riders |
| C-1 | Baskin-Robbins Franchise Agreement | F | Option to Assume Lease |
| C-2 | Combo Franchise Agreement | G | Current Baskin-Robbins and Combo Restaurant Franchisees |
| C-3 | Non-Traditional Rider to the Baskin-Robbins Franchise Agreement | H | Former Baskin-Robbins and Combo Restaurant Franchisees |
| C-4 | Incentive Addendum to the Baskin-Robbins Franchise Agreement | I | Form of General Release |
| C-5 | Multi-Brand Addendum to the Baskin-Robbins Franchise Agreement | J | Electronic Payment Program Participation Agreement |
| D-1 | Baskin-Robbins Store Development Agreement | K | State Effective Dates Page |
| D-2 | Combo Store Development Agreement | L | Receipts |
| D-3 | Incentive Addendum to the Baskin-Robbins Store Development Agreement | | |

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR FRANCHISEE

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

If Baskin-Robbins Franchising LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration, whichever comes first.

If Baskin-Robbins Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit A.

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| D-3 | Incentive Addendum to the Baskin-Robbins Store Development Agreement | | |

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR FRANCHISOR