

## FRANCHISE DISCLOSURE DOCUMENT



DUNKIN' DONUTS FRANCHISING LLC  
a Delaware limited liability company  
Three Glenlake Parkway  
Atlanta, Georgia 30328  
(678) 514-4100  
dunkinfranchising@dunkinbrands.com  
www.DunkinFranchising.com

The Franchisor is Dunkin' Donuts Franchising LLC (“we” or “us”). We develop, operate and franchise retail restaurants utilizing the Dunkin' system. Our franchised restaurants sell donuts, coffee, espresso, bagels, muffins, croissants, other bakery items, breakfast sandwiches, and other food and beverage products.

The total investment necessary to begin operation of a freestanding Dunkin' franchise restaurant ranges from ~~\$210,900~~\$26,900 to \$1,832,500. This includes a range of \$45,340 to \$102,740 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a shopping center or storefront Dunkin' restaurant ranges from \$437,500 to \$1,333,500. This includes a range of \$45,340 to \$102,740 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Dunkin' restaurant at a gas station or convenience store ranges from \$210,900 to \$1,065,500. This includes a range of \$30,340 to \$102,740 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 Dunkin' 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](http://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

**Average Unit Volume  
for 2024 Franchised Restaurants  
by Site Type and Venue**

Venue Type	AUV	#	Median	Highest	Lowest	#/% Above Average
Traditional/Free-standing Pad or Building	\$1,534,772	3,105	\$1,469,296	\$4,449,654	\$82,224	1,419 / 46%
Traditional/Other	\$1,212,602	2,487	\$1,140,680	\$4,821,773	\$110,424	1,090 / 44%
Non-traditional/SDO-Gas or C-store	\$1,071,111	963	\$1,004,301	\$2,663,549	\$13,740	430 / 45%
Non-traditional/SDO-Airport	\$1,527,194	119	\$1,354,395	\$5,720,770	\$4,877	54 / 45%
Non-traditional/SDO-Casino	\$1,305,515	21	\$821,529	\$3,427,802	\$428,735	8 / 38%
Non-traditional/SDO-Other	\$723,001	495	\$605,454	\$4,050,231	\$7,767	196 / 40%

The fourth financial performance representation reflects the AUVs for the traditional 2024 Franchised Restaurants, grouped by whether the restaurant has a drive-thru.

**Average Unit Volume  
for 2024 Traditional Franchised Restaurants  
by Drive-Thru Status**

Venue Type	AUV	#	Median	Highest	Lowest	#/% Above Average
Drive-Thru	\$1,508,901	4,051	\$1,445,373	\$4,821,773	\$82,224	1,999 / 49%
No Drive-Thru	\$1,082,835	1,541	\$1,035,891	\$5,720,770	\$4,877	889 / 58%

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 Dunkin’ 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 Dunkin’ Restaurant’s sales may vary~~[The sales of the 2024 Franchised Restaurants varied](#) 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~~undertook, the quality of management and service, commitment to training staff, ~~at~~the franchisee's business acumen, and the length of time the restaurant has been open. The 2024 Dunkin' 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) We define "Site Type and Venue" for purposes of these financial performance representations as follows:

- Traditional Dunkin' Restaurants: A free-standing location is typically a stand-alone building on a pad or outlot. Other traditional Dunkin' Restaurants are located at shopping centers/store fronts.
- Non-traditional Dunkin' Restaurants/SDOs: "Gas or C-stores" are typically located at gas filling stations and convenience stores. "Airport" locations are typically located in terminals of airports, and "Casino" locations are in or adjacent to casinos. "Other" non-traditional/SDO Dunkin' Restaurants are located at hospitals, entertainment and sports complexes, schools and colleges, hotels, limited-access highway food facilities, military facilities, travel centers, travel plazas, department stores and big box super stores, supermarkets, enclosed malls, theme parks, and government locations.

(5) 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.**

**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 11 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.~~

**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 NORTH DAKOTA**  
**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

Item 17:

~~1. The “Summary” sections of Items 17(e) 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.~~

**RIDER TO THE DUNKIN' 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 ("we," "us," or "our"), and \_\_\_\_\_ ("you" or "your").

~~1. **BACKGROUND.** We and you are parties to that certain Dunkin' 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.~~

<b>FRANCHISOR</b>	<b>FRANCHISEE:</b>
_____	_____

**~~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 DUNKIN' 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 Dunkin' Donuts 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 Dunkin' 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.

2. ~~**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.

3. ~~**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").~~

~~1. **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.~~

~~2. **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.~~

~~3. **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' 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’ 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.

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' 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' 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 Dunkin' 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 Dunkin' 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.~~

*[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 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.~~

*[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' RESTAURANT STORE DEVELOPMENT 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’ 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. ~~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:

\_\_\_\_\_

\_\_\_\_\_

## **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:

<b>State</b>	<b>Effective Date</b>
California	<del>March 27, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Hawaii	<del>April 7, 2025</del> <a href="#">See Separate FDD</a>
Illinois	<del>March 27, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Indiana	<del>March 31, 2025</del> <a href="#">See Separate FDD</a>
Maryland	<del>April 1, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Michigan	<del>March 27, 2025</del> <a href="#">See Separate FDD</a>
Minnesota	Pending
North Dakota	<del>March 31, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
New York	<del>March 27, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Rhode Island	<del>March 29, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
South Dakota	<del>March 31, 2025</del> <a href="#">See Separate FDD</a>
Virginia	<del>April 7, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Washington	<del>April 4, 2025 (exempt)</del> <a href="#">See Separate FDD</a>
Wisconsin	<del>March 27, 2025</del> <a href="#">See Separate FDD</a>

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.