



MINNESOTA FRANCHISE DISCLOSURE DOCUMENT NOBLE
ROMAN'S PIZZA

Noble Roman's, Inc. an Indiana Corporation
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The franchisee will operate a Noble Roman's Pizza® franchise ("Noble Roman's"). The franchise is offered for non-traditional locations such as convenience stores, universities, hospitals, recreational facilities, ~~convenience stores~~ and other types of locations with pre-existing customer traffic ~~for a Noble Roman's Pizza~~.

The total investment necessary to begin operation of a Noble Roman's franchise is \$32,100 to \$227,700. This includes an initial ~~franchise~~upfront fee of \$7,500 or \$10,000 per location that must be paid to Noble Roman's.

This disclosure document summarizes certain provisions of your Franchise Agreement ("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~~Agreement with, or make any payment, to the Franchisor or an affiliate in connection with the proposed ~~franchise sale~~Agreement. **Note, however, that no governmental agency has verified the information contained in this document.**

The terms of ~~your contract~~the Agreement entered into by you and Noble Roman's will govern ~~your franchise~~the relationship between you and Noble Roman's. Do not rely on the disclosure document alone to understand ~~your contract~~the Agreement. Read all provisions of ~~your contract~~the Agreement carefully. Show ~~your contract~~the Agreement 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 FTC at 600 Pennsylvania Avenue, N.W., 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 agency about them.

Issuance Date: ~~April 27~~June 14, 2023~~2024~~ Effective

Date: 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 E and F.
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 Noble Roman's business 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 Noble Roman's franchisee?	Item 20 or Exhibits E and F list 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 D.

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 requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Indiana. 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 Indiana than in your own state.

2. **Mandatory Minimum Payments**. You must make minimum royalty payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

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- G. Form of Supply Agreement – Master Single Unit
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1. The Franchisor and any Parents, Predecessors and Affiliates.

General Information

To simplify the language in this Disclosure Document, references to the “Company” or “We” means Noble Roman’s, Inc., the franchisor. The term “You” means the person or entity who buys the franchise and the owners of the franchise if the franchisee is a corporation, partnership or other entity. This Franchise Disclosure Document relates only to the Noble Roman’s Pizza franchise. The Company was incorporated September 21, 1972 and is an Indiana corporation with a principal place of business at 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250. The Company sells and services franchises and licenses for non-traditional and traditional foodservice operations under the trade names “Noble Roman’s Pizza”, “Noble Roman’s Craft Pizza & Pub” and “Noble Roman’s Take-N-Bake”. The Company believes the attributes of these concepts include high quality products, simple operating systems, fast service times, labor-minimizing operations, attractive food costs and overall affordability. Since 1997 to 2018, the Company focused its efforts and resources primarily on franchising and licensing for non-traditional locations and ~~now~~ has awarded franchise and/or license agreements in most states plus Washington, D.C. and awarded franchises in Italy, Puerto Rico, the Dominican Republic, the Bahamas and Canada, although the Company ~~current~~ has no locations there ~~now~~ currently. The Company began, in 2018, selling franchises for its traditional restaurant concept called “Noble Roman's Craft Pizza & Pub” under a separate franchise disclosure document.

~~Although from 2005 to 2007 the Company sold some franchises for traditional quick service restaurants locations, the~~ The Company is currently focusing all of its sales efforts on (i) selling franchises/licenses for non-traditional locations primarily in convenience stores and entertainment facilities, ~~(ii) license agreements for grocery stores to sell the Noble Roman's Take N Bake Pizza,~~ and ~~(iii)~~ (ii) franchises for its traditional restaurant concept called Noble Roman's Craft Pizza & Pub under a separate franchise disclosure document. Prior to focusing on franchising for non-traditional foodservice operations, the Company had approximately 25 years’ experience operating and franchising pizza restaurants in traditional locations, giving it expertise in the design and support of foodservice systems for franchisees. The Company does not have a parent company and does not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Currently, the Company is operating a non-traditional location, which contains a Noble Roman’s Pizza and a Tuscano's Italian Style Subs in Virginia. The Company also currently owns and operates nine locations of its traditional restaurant concept called Noble Roman’s Craft Pizza & Pub.

Products & Systems

The Company’s non-traditional franchises provide high-quality products, simple operating systems, labor minimizing operations and attractive food costs.

Noble Roman’s Pizza

The hallmark of Noble Roman’s Pizza is “Superior quality that our customers can taste.” Every ingredient and process has been designed with a view to produce superior results.

- A fully-prepared pizza crust that captures the made-from-scratch pizzeria flavor which gets delivered to non-traditional locations is shelf-stable so that dough handling is no longer an impediment to a consistent product in those types of operations.

- Crust made with only specially milled flour (except for its gluten-free crust) with above average protein

and yeast.

- Fresh packed, uncondensed and never cooked sauce made with secret spices, parmesan cheese and vine- ripened tomatoes.
- 100% real cheese blended from mozzarella and Muenster, with no soy additives or extenders.
- 100% real meat toppings, with no additives or extenders – a distinction compared to many pizza concepts.
- Vegetable and mushroom toppings that are sliced and delivered fresh, never canned.
- An extended product line that includes breadsticks and/or cheesy stix with dip, pasta, baked sandwiches, salads, wings and a line of breakfast products.

Noble Roman's Take-N-Bake

The Company developed a take-n-bake version of its pizza as an addition to its menu offerings. The take-n-bake pizza is designed as an add-on component for new and existing convenience ~~stores and as a stand-alone offering for grocery~~ stores. The Company offers the take-n-bake program in grocery stores under a license agreement rather than a franchise agreement. In convenience stores, take-n-bake is an available menu offering under the existing franchise/license agreement. The Company uses the same high quality pizza ingredients for its take-n-bake pizza as with its baked pizza, with slight modifications to portioning for enhanced home baking performance.

Business Strategy

The Company is focused on revenue expansion while continuing to minimize overhead. To accomplish this the Company will opportunistically continue developing, owning and operating Craft Pizza & Pub locations and franchising to qualified multi-unit franchisees. At the same time, the Company will ~~continue to focus~~ most of its efforts on franchising/licensing for non-traditional locations by franchising primarily to convenience stores, travel plans and ~~entertainment centers~~ other existing traffic locations.

The franchise upfront fees are paid upon signing the franchise agreement and, when paid, are deemed fully earned and non-refundable in consideration of the administration and other expenses incurred by the Company in granting the franchises and for the lost and/or deferred opportunities to grant such franchises to any other party.

The Company's proprietary ingredients are manufactured pursuant to the Company's recipes and formulas by third-party manufacturers under contracts between the Company and its various manufacturers. These contracts require the manufacturers to produce ingredients meeting the Company's specifications and to sell them to Company-approved distributors at prices negotiated between the Company and the manufacturer.

Distribution

The Company's proprietary products are manufactured pursuant to the Company's recipes and formulas by third-party manufacturers under contracts between the Company and its various manufacturers. These contracts require the manufacturers to produce products meeting the Company's specifications and to sell them to Company-approved distributors at prices negotiated between the Company and the manufacturer.

At present, the Company has distribution agreements with its primary distributors strategically located throughout the United States. The distribution agreements require the primary distributors to maintain adequate inventories of all products necessary to meet the needs of the Company's franchisees and licensees in their distribution area for weekly deliveries to the franchisee/licensee locations and to its ~~grocery store~~secondary distributors in their respective territories. Each of the primary distributors purchases the products from the manufacturer at prices negotiated between the Company and the manufacturers, but under payment terms agreed upon by the manufacturer and the distributor and distributes the products to the franchisee/licensee at a price determined by the distribution agreement. Payment terms to the distributor are agreed upon between each franchisee/licensee and the respective distributor. In addition, the Company has agreements with various grocery store distributors located in different parts of the country which agree to buy the Company's products from one of its primary distributors and to distribute those products only to their grocery store customers who have signed license agreements with the Company.

Competition

The restaurant industry and the retail food industry in general are very competitive with respect to convenience, price, product quality and service. In addition, the Company competes for franchise and license sales on the basis of product engineering and quality, investment cost, cost of sales, distribution, simplicity of operation and labor requirements. Actions by one or more of the Company's competitors could have an adverse effect on the Company's ability to sell additional franchises or licenses, maintain and renew existing franchises or licenses, or sell its products. Many of the Company's competitors are very large, internationally established companies.

Within the competitive environment of the non-traditional franchise and license segment of the restaurant industry, management has identified what it believes to be certain competitive advantages for the Company. First, some of the Company's competitors in the non-traditional venue are also large chains operating thousands of franchised, traditional restaurants. Because of the contractual relationships with many of their franchisees, some competitors may be unable to offer wide-scale site availability for potential non-traditional franchisees. The Company is not faced with any significant geographic restrictions in this regard.

Many of the Company's competitors in the non-traditional venue were established with little or no organizational history operating traditional foodservice locations. This lack of operating experience may limit their ability to attract and maintain non-traditional franchisees or licensees who, by the nature of the venue, often have little exposure to foodservice operations themselves. The Company's background in traditional restaurant operations has provided it experience in structuring, planning, marketing, and controlling costs of franchise or license unit operations which may be of material benefit to franchisees or licensees.

Government Regulation

The Company and its franchisees are subject to various federal, state and local laws affecting the operation of our respective businesses. Each franchise location is subject to licensing and regulation by a number of governmental authorities, which include health, safety, sanitation, building and other agencies and ordinances in the state or municipality in which the facility is located. The process of obtaining and maintaining required licenses or approvals can delay or prevent the opening of a franchise location. Vendors, such as our third-party production and distribution services, are also licensed and subject to regulation by state and local health and fire codes, and U. S. Department of Transportation regulations. The Company, its franchisees and its vendors are also subject to federal and state environmental regulations.

The Company is subject to regulation by the Federal Trade Commission ("FTC") and various state

agencies under federal and state laws regulating the offer and sale of franchises. Several states also regulate aspects of the franchisor-franchisee relationship. The FTC requires us to furnish to prospective franchisees a disclosure document containing certain specified information. Some states also regulate the sale of franchises and require registration of a franchise disclosure document with state authorities. Substantive state laws that regulate the franchisor-franchisee relationship presently exist in a substantial number of states, and bills have been introduced in Congress from time to time that would provide for additional federal regulation of the franchisor-franchisee relationship in certain respects. State laws often limit, among other things, the duration and scope of non-competition provisions and the ability of a franchisor to terminate or refuse to renew a franchise. Some foreign countries also have disclosure requirements and other laws regulating franchising and the franchisor-franchisee relationship, and the Company would be subject to applicable laws in each jurisdiction where it seeks to market additional franchised units.

2. Business Experience.

Executive Chairman of the Board and Chief Financial Officer - Paul W. Mobley was Chairman of the Board, Chief Executive Officer and Chief Financial Officer of the Company, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, from December 1991 until November 2014 when he became Executive Chairman and Chief Financial Officer. Mr. Mobley has been a Director and an Officer since 1974. He is the father of A. Scott Mobley. Mr. Mobley has a B.S. in Business Administration from Indiana University.

President, Chief Executive Officer, Secretary and a Director - A. Scott Mobley has been President of the Company, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, since 1997, a Director since January 1992, Secretary since February 1993 and Chief Executive Officer since November 2014. Mr. Mobley has a B.S. in Business Administration magna cum laude from Georgetown University and an MBA from Indiana University. He is the son of Paul W. Mobley.

Director - Douglas H. Coape-Arnold has been a Director of the Company since 1999. Mr. Coape-Arnold has been Managing General Partner of Geovest Capital Partners, L.P., 450 Parkway N., New York, NY 10022, since January 1997. Mr. Coape-Arnold is a Chartered Financial Analyst.

Director - Marcel Herbst has been a Director of the Company since July 2016. Mr. Herbst is the founder and portfolio manager of Herbst Capital Management, LLC, 2846 N. Southport Avenue, #3-N, Chicago, IL, 60657, from 2008 until current. Mr. Herbst has a Bachelor degree of Business Administration from Schiller International University in Heidelberg, Germany and a Master's degree of Management in Hospitality concentrating in food and beverage from Cornell University.

Director – William Wildman has been a director of the Company since June 2019. Mr. Wildman is the President and Chief Executive Officer of Pinnacle Commercial Capital. Mr. Wildman studied business and law at the University of Evansville, and undertook additional financial management studies at the Indiana Banking School at Purdue.

Executive Vice President of Franchising - Troy Branson has been Executive Vice President for the Company, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, since November 1997. Mr. Branson has a B.S. in Business from Indiana University.

Director of Operations - Terry Farabaugh has been with the Company, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, in various operations positions since 1989. He has been Director of Operations since 2015. Mr. Farabaugh has owned various franchises of the Company.

3. Litigation.

The Company, from time to time, is involved in various litigation relating to claims arising out of its normal business operations.

The Company is not involved in any litigation requiring disclosure.

4. Bankruptcy.

No bankruptcy information is required to be disclosed in this disclosure document.

5. Initial Fees.

The initial **franchiseupfront** fee is as follows:

Franchise	Non-Traditional, except Hospitals	Hospitals	Marketing Package*
Noble Roman's Pizza	\$ 7,500	\$10,000	\$2,000 to \$3,000

The **franchiseupfront** fees are paid upon signing the **Franchise** Agreement and, when paid, shall be deemed fully earned and non-refundable in consideration of the administration and other expenses incurred by the Company in granting the franchises and for the lost and/or deferred opportunities to grant such franchises to any other party.

*The marketing package is a non-refundable fee paid either to the Company or to outside vendors for production of required marketing materials. Whether this amount is paid to the Company or an outside vendor depends on whether the franchisee elects to purchase the marketing materials directly from the Company or requests the materials from the Company in digital form, and then has a printer not affiliated with the Company print the physical materials.

6. Other Fees.

OTHER FEES Type of Fee (Note 1) Amount Due Date

Royalty Fee	Payable weekly by Franchisee of (i) \$175.00 per week (ii) 7% of gross sales for all locations except hospitals. For hospitals, the greater of (i) \$175.00 per week; and (ii) 9% of gross sales (Note 2)	
Renewal Fee	\$2,000	Payable at the time a renewal franchise agreement is executed
Transfer Fee	\$2,000 (Note 4)	Prior to approval of transfer
Manual Replacement Fee	\$500	Prior to replacing any Manual

Audit Fee	Cost of audit plus up to 10% interest (Note 5)	Five days after demand
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Note 1 - All fees are imposed by and are payable to the Company. All fees are non-refundable.

Note 2 - Royalty Fee. The term “gross sales” means the total selling price of all products and services and all income of every other kind and nature related to the operation of the franchised unit, whether for cash or credit, except for: (i) sales taxes collected directly from customers; and (ii) any other tax, excise or duty, levied or assessed against the franchisee by any federal, state or local authority based on sales of specific merchandise sold at or from the franchised unit, provided that such taxes are actually transmitted to the appropriate authority. You must pay to the Company a weekly royalty fee based on the gross sales of the franchised unit for the preceding week for all products and services (as defined in Section IV of the Franchise Agreements), payable by electronic withdrawal of such fees by draft on your bank account.

Note 3 –Transfer Fee. Any transfer or assignment of your rights under the Franchise Agreement requires our prior written consent. In order for us to review and consider giving our consent, you must pay \$1,000 of the \$2,000 transfer fee, which is non-refundable if consent is withheld, to cover our actual time in processing the request.

Note 4 - Audit Fees. We have the right, at our own expense, to audit your books and records. This audit may ~~involve~~ be based on a review of your purchases from your distributor’s records. You must pay us the amount of all royalty fees due plus interest, determined from the date due until paid at the lesser of the highest rate allowed by law or a rate that is five percentage points higher than the “prime rate” then currently established by the largest bank headquartered in the state in which the location is situated, on any unreported gross sales, as determined by such audit. Additionally, if gross sales are not reported by the due date Franchisor may charge Franchisee a ~~\$25.00~~ \$50.00 administrative fee for every day sales are unreported following the due date with no additional notice being required. In addition, should the audit disclose a deficiency in reported gross sales in excess of 3% of the actual audited amount of gross sales, you shall reimburse us for the cost of the audit. Any amount or amounts payable by you under this disclosure document shall be remitted to the Company within 5 days after demand.

7. Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT
(FOR NOBLE ROMAN’S ONLY FRANCHISEE)

Type of Expenditure	Method Of Payment Amount	Whom Payment Is To Be Made		
Initial franchise <u>upfront</u> fee (Note1)	\$7,500 (Non-Traditional) \$10,000 (Hospitals)	Lump Sum	Upon signing Franchise Agreement	Noble Roman’s, Inc.
Uniforms and inventory (Note 2)	\$3,000 to \$10,000	As Incurred	As contracted	Suppliers
Marketing package (Note 3)	\$2,000 to \$3,000	Lump Sum	As ordered	Noble Roman’s, Inc. or Suppliers
Initial Training Expenses	\$200 to \$500	As Incurred	As incurred	Suppliers
Smallwares (Note 2)	\$400 to \$3,000	Lump Sum	As contracted	Suppliers

Equipment (Note 2)	\$15,000 to \$110,000	Lump Sum	As contracted	Suppliers
Interior signs (Note 2)	\$500 to \$2,200	Lump Sum	As contracted	Suppliers
Exterior signs (Note 2)	\$0 to \$6,000	Lump Sum	As contracted	Suppliers
Remodeling Costs	\$500 to \$75,000	As Incurred	As contracted	Suppliers
Additional funds - 3 mo. (Note 4)	\$3,000 to \$8,000	As Incurred	As incurred	Employees & Suppliers
Total Initial Investment (Note 5) (Note 5) (Note 6)	\$32,100 to \$227,700			

Note 1: The initial [franchiseupfront](#) fee is deemed fully earned and non-refundable when paid.

Note 2: These costs are payable to the suppliers of the goods or services on terms negotiated between you and such suppliers. Generally, they are due and payable as the obligations are incurred and are not refundable.

Note 3: This fee is paid to the Company or to outside vendors for production of material as ordered. This fee is non-refundable.

Note 4: This estimates your initial start-up expense. These expenses include payroll costs, insurance and other miscellaneous expenses and are generally non-refundable. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as how closely you follow our methods, your management skill, experience and business acumen. The Company relied on its experience selling franchises plus its years of experience in the restaurant business in determining this estimate.

Note 5: We relied on recent price lists from suppliers and our experience in the restaurant business to complete these estimates. You should review these amounts carefully before making any decision to purchase the franchise.

Note 6: Real estate cost is not included because if the franchise is for a non-traditional location, by definition, is within another location with existing traffic. The Company does not offer, either directly or indirectly through any affiliated companies, financing to franchisees.

8. Restrictions on Sources of Products and Services.

You are required to purchase from distributors and suppliers approved by us all food products, facades, paper goods, marketing materials, menu boards, Noble Roman's customized ovens and signs. We do not require the purchase of any computer or cash register system for use in any of the locations. The Company does not provide any material benefits to you based on your purchase of products and services from designated or approved sources. However, the Company has negotiated arrangements with its distributors under which you will be entitled to purchase products and services at the same pricing as the distributors offer to the Company. Other than these negotiated arrangements, the Company does not maintain any purchasing or distribution cooperative. Product specifications and standards are issued only to suppliers which have been approved by the Company. From time to time product specifications are changed as a result of market testing of new products and/or in order to obtain better pricing for the products. None of our officers own an interest in any of our suppliers. We expect that approximately 60% to 80% of a franchisee's purchases of products and services in establishing and operating a franchise will be purchases from our approved suppliers.

Other than the items specified in the foregoing paragraph, you (i) are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory or real estate relating to the establishment or operation of the franchised businesses from Company approved providers, and (ii) are permitted to purchase all other items needed in the businesses from any source which meets the Company's standard specifications described in the Operating Standards Manuals for quality, cleanliness, uniformity and delivery, and that has been approved by the Company.

For our services, such as layout and design, coordinating equipment orders and monitoring shipping and installation of equipment, the Company receives a commission on certain equipment, smallwares and signage from various suppliers as a result of your purchases. The amounts of these commissions vary from time to time based on quantities purchased by the franchisees. The Company may also receive from time to time allowances, credits or rebates from other suppliers based on purchases by you. These amounts are generally tied to specials or quantities purchased during given time periods. Neither the Company nor any of its affiliates are approved suppliers. In the most recent fiscal year, the estimated amount of such commissions and allowances were approximately ~~\$1.672.1~~ million and was included in the general revenue of the Company representing approximately ~~11.5~~14.9% of the Company's total revenue. The Company's total revenue for the most recent fiscal year was ~~\$14.5~~14.4 million.

If you desire to purchase any items from a supplier who has not previously been approved, you must request in writing the Company's approval of such supplier. Quality standards of the requested supplier will be determined solely by the Company. The Company will notify you within 10 days whether the request has been approved or denied. No fee is charged by the Company to approve a supplier. The Company reserves the right not to give approval to an unreasonable number of suppliers for any particular item or service. The Company may revoke approval of any supplier upon written notice to you in the event any supplier fails to continue to meet the Company's standards or specifications. Any purchase by you from an unauthorized supplier may result in the termination of your Franchise Agreement. Except as specified in the preceding paragraphs, neither the Company nor any affiliate receives any income derived from purchases made by you from approved independent suppliers. Criteria used to determine whether or not a supplier is approved, is not available to you. Approval for certain suppliers can be revoked at the sole discretion of the Company; however, if revoked, the Company will make necessary arrangements for an alternative supplier to have been approved by the Company prior to, or simultaneous with, the revoking of approved supplier.

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 Franchise Agreements in Disclosure Document	
<u>a.</u> aa. Site selection and acquisition/lease	Section II	Item 11
<u>b.</u> bb. Pre-opening purchases/leases	Sections II	Item 8
<u>c.</u> cc. Site development and other pre-opening requirements	Sections II and V	Items 5, 6, 7 and 11 dd.
<u>d.</u> Initial and ongoing training	Sections V and VII	Item 11
<u>e.</u> ee. Opening	Sections II and V	Item 11
<u>f.</u> ff. Fees	Section IV	Items 5 and 6
<u>g.</u> gg. Compliance with standards and policies/Operating Manual	Sections V, VII and VIII	Items 8,11,13 and 16
<u>h.</u> hh. Trademark and proprietary information	Sections IX and X	Items 13 and 14
<u>i.</u> ii. Restrictions on products/services offered	Section VIII	Items 8 and 16 jj.
<u>j.</u>		

<u>Obligation</u>	<u>Section in Franchise Agreements</u>	<u>Item in Disclosure Document</u>
<u>j.</u> Warranty and customer service requirements	Section VIII	Item 11
<u>k.</u> kk. Territorial development and sales quotas	None	None
<u>f.</u> ff. Ongoing product/service purchases	Section VIII	Item 8
mm.	Sections II, III and VIII	Items 11 and 17
<u>m.</u> Maintenance, appearance and remodeling requirements		
<u>n.</u> nn. Insurance	Section VII	None
<u>o.</u> oo. Advertising	Section VIII	Item 11
<u>p.</u> pp. Indemnification	Sections IX, XIII and XV	Item 13
<u>q.</u> qq. Owner's participation/management/staffing	Section VII and VIII	Items 11 and 15- ff.
<u>r.</u> Records and reports	Sections IV and XI	Item 6
ss. -		Items 6 and 11
<u>s.</u> Inspections and audits	Sections II, VII, VIII and XI	
tt. -		
<u>t.</u> Transfer	Section XIV	Items 6 and 17
<u>u.</u> uu. Renewal	Section III	Items 6 and 17
<u>v.</u> vv. Post-termination obligations	Section XVIII	Item 17
<u>w.</u> ww. Non-competition covenants	Section X	Item 17
<u>x.</u> xx. Dispute resolution	Section XIX	Item 17

10. Financing.

The Company does not offer direct or indirect financing. The Company does not guarantee your note, lease or obligation.

11. Franchisor's Assistance, Advertising, Computer Systems and Training

Except as listed below, the Company is not required to provide you with any assistance.

Pre-Opening Obligations. Before you open your business, the Company will:

- (1) Assist you in selecting your site as the Company may deem advisable (Franchise Agreements, Section VIII, page 9);
- (2) Provide review, approval or non-approval of any proposed location for the establishment of a franchised unit as the Company may deem necessary on its own initiative or in response to your reasonable request for site approval; provided, however, that the Company shall not provide on-site evaluation for any proposed site prior to the receipt of all required information and materials concerning such site prepared as described in Section II, page 2, of the Franchise Agreements. The Company (or its designee) will provide at no additional charge to you one on-site evaluation of a proposed location. If any additional on-site evaluations are required in connection with the establishment of the location for your franchise unit, the Company reserves the right to charge a reasonable fee for performing each such evaluation and to be reimbursed for all reasonable expenses incurred in connection with each such evaluation (Franchise Agreements, Section V, page 5);
- (3) Permit you to view, prior to the purchase of a franchise, one set of the Confidential Manuals and such other manuals and written materials as the Company shall have developed for use in the franchised businesses (the "Manuals"). Upon your purchase of a franchise, the Company will loan to you one set of the Manuals. The Manuals identify the licensed trademarks of the Company and detail mandatory and suggested standards, specifications, operating procedures and rules prescribed from time to time by the Company, as well as other information relative to your other obligations under the Franchise Agreement. Any Manuals shall remain confidential and shall be returned to the Company upon termination of the Franchise Agreement for any reason. The Company has the right to supplement, modify and revise the Manuals from time to time as it deems necessary (Franchise Agreements, Section V, page 6); and
- (4) Provide training, with no fee to you, as deemed necessary by the Company with respect to the operation of a Noble Roman's franchise (Franchise Agreement, Section V, page 6).

Post-Opening Obligations. During the operation of the franchise businesses, the Company will:

- (1) Provide to you a list of approved suppliers as updated from time to time as the Company deems appropriate (Franchise Agreement, Section VIII, page 11);
- (2) Provide to you the services of one or more representatives for reasonable supervisory assistance, as the Company deems necessary, and guidance in connection with the opening and initial operation of the franchised businesses (Franchise Agreement, Section V, page 6); and
- (3) Provide such additional assistance as deemed necessary by the Company to assist you in meeting the Company's quality control standards (Franchise Agreement, Section V, page 6).

The Company primarily relies on the Franchisee to use print advertising in the market immediately around

each location. The print advertising may be distributed by the Franchisee in a variety of ways including newspaper, direct mail, insert in a marriage mailer and hand distribution throughout the area. The Company is not required to spend any amount on advertising in the territory where a franchise is located. All materials to be used in the advertising may be created by our in-house advertising department and in-house graphic designers. Franchisees may create their own advertising so long as the use of our trademarks and the design of the advertisement is approved by the Company in its sole discretion. There is no advertising council composed of Franchisees that advises the Franchisor.

For non-traditional locations, we do not collect any advertising fee. You are encouraged but not required to advertise locally at your cost. You may purchase from the Company materials to be used in advertising that the Company has produced. You may use advertising materials created by you so long as any use of our trademarks are approved by us.

Non-Obligatory Post-Opening Assistance or Services. After the opening of the restaurant, the Company, although not required by the Franchise Agreements or any other agreements, may:

- (1) Maintain quality control, including period inspections of the Noble Roman's franchise;
- (2) Continue research and development programs to develop new and improved menu items and the ingredients and components of menu items;
- (3) Police and protect the Company's trademarks from infringement; or
- (4) Offer advice and assistance to you in all phases of restaurant operations.

The Company is not obligated to provide you with any advertising, assistance in the acquisition of cash registers or any assistance with computer systems, although the Company may assist you with these items at the Company's sole discretion. The Company does not require the purchase of any particular computer or cash register system for use in the franchises.

Site Selection. The franchise granted under the Franchise Agreements is for the establishment of a Noble Roman's franchise within existing facilities such as universities, hospitals, recreational facilities, hotels, convenience stores, travel plazas, military bases, other types of locations with pre-existing customer traffic. While we will consult with and advise you with respect to the location of the franchised unit within the facility, ultimate responsibility for the location of the franchised unit belongs to you. Any request for approval must be in writing and accompanied by site-specific demographic and other data that may be required by the Company. The Company must approve or disapprove the site within 10 days of your written request. The Company considers many factors in the decision to approve a site, including such things as traffic flow, visibility and operational flow. If we do not approve your site, you will have to choose another site.

Since the franchise businesses in non-traditional locations are designed to fit in an existing facility or as an extension to an existing business, the franchise business may be opened in as little as two weeks from the time the Franchise Agreement is signed. If remodeling is required to facilitate this addition it may require additional time as dictated by the amount of remodel necessary. This time frame is largely controlled by a local governmental permitting process and, depending upon the local traditions and policies, it may take longer to open the location after the site is secured.

Training Programs. For non-traditional locations, not later than the opening date of the Noble Roman's, the

Manager of your facility must attend and complete, to the Company's satisfaction, the Company's initial on-the-job training program, which is a program consisting of subjects which the Company deems appropriate for operation of the franchised businesses. On-the-job training is conducted at your location over a period of 3 to 7 days. The training is extended, where necessary, in the Company's sole discretion.

The instructors will be officers, employees or agents of the Company and who have the necessary experience to conduct such training, as judged by the Company in its sole discretion.

Other restaurant personnel designated by you, who have been approved by the Company for initial training, may also attend the Company's on-the-job training program. The Company shall provide instructors and training materials for the training at no additional charge to you. On-the-job training shall be conducted by the Company at your franchise location.

The training materials used in the on-the-job training include the Company's Standard Operating Procedures Manual, the Company's Marketing Manual, instructional materials for operation of ovens and use of the Company's pan seasoning and other handouts, including but not limited to, inventory ordering materials and cost worksheets.

Other than the expenses for instructors and training materials, you shall be responsible for any and all expenses incurred by you or any of your personnel in connection with any initial training program.

The Company shall determine, in its sole discretion, whether the franchisee and any of its personnel have satisfactorily completed the training program. If the training program is not satisfactorily completed by any such person, or if the Company in its reasonable business judgment, based upon the performance of such person(s), determines that the training program cannot be satisfactorily completed by such person(s), (i) you shall, at the Company's request, designate a replacement for such person(s) who shall attend and complete, to the Company's satisfaction, the entire initial training program, or (ii) the Company may terminate the Franchise Agreement in accordance with Section XVII of the Franchise Agreement.

You and such other of your personnel, as the Company shall designate, shall attend such additional training programs and seminars as the Company may offer from time to time. For all such programs and seminars, the Company will provide the instructors and training materials, free of charge. You shall be responsible for any and all other expenses incurred by your or the Company's personnel in connection with any additional training program, including without limitation, costs of travel, lodging, meals and wages.

In connection with the opening of your franchised unit, the Company shall provide to you, free of charge, an opening trained representative of the Company to provide on-site pre-opening and opening training, supervision and assistance to you. The time period for which such assistance will be provided shall be determined by the Company.

**On-The-Job Training:
TRAINING PROGRAM**

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction		1.0	Franchisee's location
Dough Handling		5.0	Franchisee's location
Product Preparation		5.0 10.0	Franchisee's location

Oven Set-Up		1.0	Franchisee's location
Pan Seasoning		1.0	Franchisee's location
Baking and Serving		8.0	Franchisee's location
Telephone Procedures		1.0	Franchisee's location
Marketing		5.0	Franchisee's location
Review and Questions		3.0	Franchisee's location
Accounting and Ordering		2.0	Franchisee's location

12. Territory.

The ~~Franchise~~ Agreement, in the form attached to this Disclosure Document as Exhibit A, ~~authorize~~authorizes you to operate one Noble Roman's franchise at one specific location that is pre-approved by the Company. You must receive the Company's permission to relocate. You are not restricted from accepting orders from outside of your territory if the orders are filled within the franchised businesses. The ~~Franchise~~ Agreement ~~does~~ not grant you any protected territorial rights or the right or license to operate the franchised businesses or to offer or to sell any products or services described in the Agreement at or from any site other than the location approved by the Company. 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 or competitive brands that we control. The Company attempts to avoid establishing other franchised or company-owned outlets that may compete with your location but may not always be successful in doing so. The Company is not obligated to offer you additional franchised locations. The Company does not operate, franchise, or have any plans to operate or franchise any business under a different trademark other than Craft Pizza & Pub that sells or will sell goods and services similar to those our franchisees offer.

13. Trademarks.

You are granted the right under the ~~Franchise~~ Agreement to operate a food service business under the trade name "Noble Roman's Pizza" and to use in the franchised businesses all of the Company's trademarks, service marks and trade names, except Craft Pizza & Pub or NR CP&P Carpe Pizza, which are presently or subsequently listed in the Manuals, as modified or revised from time to time, but only in the manner provided for in the ~~Franchise~~ Agreement and Manuals, and only at such times as the respective trademarks, service marks and trade names are in the Manuals.

A list of all trademarks and service marks currently listed in the Manuals, all of which have been registered with the United States Patent and Trademark Office on the Principal Register, is detailed below together with the applicable registration numbers and dates of registration. The Company's trademark registrations are current and have been renewed as necessary. All required affidavits of use have been filed with respect to the registrations, and, unless otherwise indicated, the registered marks have become incontestable.

Mark	Registration Number	Registration Date
"Noble Roman's"	987,069	June 25, 1974
"Taste A Better Pizza"	1,331,478	April 16, 1985
"The Better Pizza People"	1,920,428	September 19, 1995
"The Pizza Bomb"	1,965,018	April 2, 1996
"Tuscano's Italian Style Subs"	2,979,940	July 26, 2005
"Noble Roman's Bistro"	3,634,645	June 9, 2009
"SuperSlice"	3,717,603	December 1, 2009

"Moble Roman's"	1,362,714	September 24, 1985
"Noble Roman's Pizza Monster"	1,741,904	December 22, 1992
"Noble Roman's Craft Pizza & Pub"	5,262,681	August 8, 2017
"NR CP&P Carpe Pizza"	5,262,682	August 8, 2017

There are no currently effective material determinations of the patent and trademark office, trademark trial and appeal board, the trademark administrator of this state or any court involving the aforementioned trademarks; nor is there any pending infringement, opposition, cancellation or material litigation involving such trademarks.

There are no agreements currently in effect which significantly limit the rights of the Company to use or license the use of the franchised trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to the franchise.

It is your responsibility to notify the Company in writing of any infringement of the franchised trademarks and to cooperate with the Company in stopping such infringements. The Company has the sole right to determine the need for any legal action with respect to any infringement which may occur and to control and direct any such action. The cost of any such litigation or the policing of the franchised trademarks to protect against infringement is the responsibility of the Company. The Company, however, is not obligated by the Franchise Agreements or otherwise to institute legal or other action to protect the franchised trademarks or to protect you against claims of infringement or unfair competition relating to the franchised trademarks. No legal action for infringement or unfair competition relating to the licensed trademarks may be defended by you without the consent of the Company and you shall not have the right to control and direct such defenses. The Company is not obligated by the Franchise Agreements or any other agreement to participate in your defense and/or indemnify you for damages or expenses incurred if you are a party to any administrative or judicial proceeding involving the franchised trademarks or if the proceeding is resolved unfavorably to you.

The Company has no knowledge of any infringing uses which could materially affect your right to use the registered trademarks, service marks and logos currently in use and identified in the Manuals. You may be required to modify your use of the franchised trademarks by the Company or use one or more additional or substitute marks during your operation of a franchise at your expense and you have no right to continue using those marks upon termination of the Franchise Agreements.

14. Patents, Copyrights and Proprietary Information.

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in the Manuals. The Manuals are described in Item 11. Although the Company has not filed an application for a copyright registration for the Manuals, the Company claims a copyright and the information is proprietary. The Company also considers its recipes, including those for pizza dough, sauce and breadsticks, to be trade secrets, which you are given permission to use by the Franchise Agreements.

You are required to take steps to protect the confidentiality of proprietary information belonging to the Company. You must also promptly tell us when you learn about unauthorized use of this proprietary information. The Company is not required to take any action but will respond to this information as we think appropriate. You must also agree not to contest the Company's interest in these or our other proprietary information or trade secrets. If the Company decides to add, modify or discontinue the use of

an item for which the Company claims a copyright, you must also do so.

15. Obligation to Participate in the Actual Operation of the Franchise Businesses

Upon the execution of the Franchise Agreements, you shall designate and retain an individual to serve as the General Manager of the Noble Roman's franchise. The General Manager must attend an initial training session in your franchised business as determined by the Company and be approved by the Company. If you are an individual, you shall perform all of the obligations of the General Manager. If you are an entity, you may hire an individual to serve as General Manager, which is acceptable to the Company. The General Manager shall devote best efforts to the supervision and conduct of the franchised businesses. The General Manager must supervise the franchised businesses on-site. There are no requirements for the General Manager to have any equity interest in the franchised businesses. We impose no restrictions on the General Manager not previously covered except we may require the General Manager to sign a Confidentiality Agreement.

16. Restrictions on What the Franchisee May Sell.

You must sell, and may only sell, those products designated in the Manual from time to time as being included in the Noble Roman's menu and meeting the quality standards detailed in the Manual. The Company may change the Manual from time to time in its sole discretion. Should you desire to sell any products not authorized in the Manual, you must first secure the Company's written approval which may be granted or withheld in the sole discretion of the Company. You are only authorized to operate the franchised unit at the facility location specified in the Franchise Agreements. The sale of alcohol beverage is optional. The breakfast program for the Noble Roman's is optional (but recommended by the Company for non-traditional locations with morning traffic) at your discretion. The Company has not set any minimum or maximum prices that franchisees may charge.

17. Renewal, Termination, Transfer and Dispute Resolution.

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement Summary
a. Length of franchise term	Section III	Term is for 10 years.
b. Renewal or extension of the term	Section III	Upon expiration, if you are in good standing, for a term of five years.
c. Requirements for franchisee to renew or		

extend	Section III		Advance notice, renewal fee, remodel premises, execute new franchise agreement and release. The new franchise agreement may have materially different terms and conditions than the original agreement.
d. Termination by franchisee	Section XVII		
e. Termination by the franchisor without “cause”		None	
f. Termination by the franchisor with “cause”		Section XVII (See Note 1)	The Company may terminate the Franchise Agreement on immediate notice to you and without giving you any opportunity to cure upon the occurrence of any event of default in Section XVII.A.(3).
g. “Cause” defined – curable defaults	Section XVII		This definition of “cause” includes, among other things, the failure to adhere to certain other provision of Franchise Agreement or the Manuals. See Note 2.
h. “Cause” defined – Non-curable defaults	Section XVII		This definition of “cause” includes, among other things, site not approved, failure to open restaurant timely, sale of unapproved products, abandonment of premises, conviction of a felony, threat or danger to public health, unapproved transfer, failure to pay amounts due within 5 days after notice, violation of confidentiality and non-competition covenants, misuse of trademarks, failure to complete required training programs.

Provision

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- i. Franchisee's obligations upon termination/non-renewal

Section XVII and XVIII Upon termination or non-renewal, you must, among other things, cease operation of the

Provision
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j.	Assignment of contract by franchisor	Section XIV	No restriction on the right to assign by Company.
k.	“Transfer” by franchisee - defined	Section XIV	Includes transfer of interest in Franchise Agreement, restaurant or franchise.
l.	Franchisor approval of transfer by franchisee	Section XIV	Company has the right to approve all transfers, but will not unreasonably withhold approval.
m.	Conditions for franchisor approval of transfer	Section XIV	All amounts due Company paid, including the franchise transfer fee of \$2,000, new franchisee approved, signs Franchise Agreements and completes initial training program.
n.	Franchisor’s right of first refusal to acquire franchisee’s business	N	
o.	Franchisor’s option to purchase franchisee’s business	o n	

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p. Death or disability of franchisee

Section XIV

Survivors must either apply within 90 days of death to continue operation which application is subject to Franchisor's approval or sell the franchise within 180 days in accordance with Section XIV.

q. Noncompetition covenants during the term of the franchise

Section X

No involvement in competing business (including operating or managing any eating establishment featuring pizza, deli sub sandwiches) within a one-mile radius of the location of Franchisee's franchise, except for certain limited exceptions in the Franchise Agreement brand.

Section in Franchise Agreement Summary

Provision

r. Noncompetition covenants after the franchise is

r. Noncompetition covenants after the franchise terminated or expires

~~Section in Franchise Agreement~~ Summary of the location of Franchisee's franchise.

u. Dispute resolution by arbitration or mediation	N/A	N/A
v. Choice of forum	Section XIX	Must submit disputes to a court in Indianapolis, Indiana, except as described in Note 4.
w. Choice of law	Section XIX	Indiana law applies, except as described

in Note 4.

Note 1. Automatic Termination. The Franchise Agreements shall automatically terminate without any notice or action required by the Company upon the insolvency or bankruptcy of you, as detailed in Section XVII A(2) of the Franchise Agreements. This provision may not be enforceable under federal bankruptcy law.

Note 2. Termination by the Company on Thirty (30) Days' Notice. The Company may terminate the Franchise Agreements upon your failure to commence to cure on thirty (30) day notice or fail to cure fully to the Company's satisfaction within thirty (30) days after such notice with respect to any event detailed in Section XVII.B of the Franchise Agreement.

Note 3. Post-termination Obligations of the Franchisee. You are obligated upon termination of the Franchise Agreements for any reason, including termination for cause or expiration of the Franchise Agreements without renewal, to perform the duties detailed in Sections XVIII.A through XVIII.L of the Franchise Agreements.

Note 4. Certain states have statutes which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

18. Public Figures.

The Company does not use any public figure to promote its franchise.

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.

We do not make any representations about a Franchisee’s future financial performance or past financial performance of Company-owned or franchised outlets. 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 Paul Mobley, Executive Chairman, 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, phone (317) 634-3377, the Federal Trade Commission and the appropriate state regulatory agencies.

20. Outlets and Franchisee Information.

The Company had 9 full-service franchised Noble Roman’s restaurants in ~~2023~~, 9 full-service franchised Noble Roman’s restaurants in 2022, and 9 full-service franchised Noble Roman’s restaurants in 2021, ~~and 7 full service franchised Noble Roman’s restaurants in 2020~~. For Franchised Store Summary for Fiscal Years Ended December 31, 2023, 2022, ~~2021~~ and ~~2020~~2021 of stores opened, closed or transferred, please refer to the following charts for Noble Roman’s. ~~All currently open units are located in most states, District of Columbia, Dominican Republic and Marshall Islands.~~

Currently, the Company is operating one non-traditional franchise location containing a Noble Roman’s Pizza. Currently the Company is also offering franchises in its Noble Roman’s Craft Pizza & Pub concept.

A list of the names of all franchisees and their addresses are attached as Exhibit ~~FE~~ to this Disclosure Document

NOBLE ROMAN’S SYSTEMWIDE OUTLET SUMMARY FOR FISCAL YEARS ENDED DECEMBER 31, <u>2023 /</u> 2022 / 2021 +2020				
	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	<u>2023</u>	<u>2,819</u>	<u>2,871</u>	<u>+52</u>
Franchised	2022	2,802	2,819	+17
	2021	2,797	2,802	+5
	2020	2,798	2,797	-1
Company-Owned	<u>2023</u>	<u>1</u>	<u>1</u>	<u>0</u>
	2022	1	1	0

	2021	1	1	0
Total Outlets	2023	2,820	2,872	+52
	2020	+	+	0
Total Outlets	2022	2,803	2,820	+17
	2021	2,798	2,803	+5
	2020	2,799	2,798	-

NOBLE ROMAN'S Transfers of Outlets from Franchisees to New Owners (other than Franchisor)		
State	Year	Number of Transfers
Indiana	2023	10
	2022	3
	2021	17
	2020	2
Illinois	2023	0
	2022	1
	2021	1
Iowa	2023	0
	2020	+
Iowa	2022	1
	2021	0
Michigan	2023	1
	2020	0
Tennessee	2022	0
	2021	0
	2020	+
Utah	2022	0
	2021	0
	2020	+
	2020	+
Totals	2023	11
	2022	5
	2021	18
	2020	5

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS FOR FISCAL YEARS ENDED DECEMBER 31, 2023 / 2022 / 2021 / 2020								
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	2023	75	13	0	0	0	0	88
Alabama	2022	73	2	0	0	0	0	75
	2021	72	1	0	0	0	0	73
Alaska	2023	34	0	0	0	0	0	34
	2020	71	+	0	0	0	0	72

Alaska	2022	34	0	0	0	0	0	34
	2021 2020	34 34	0 0	0 0	0 0	0 0	0 0	34 34
Arkansas	<u>2023</u> 2022	<u>25</u> 25	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>25</u> 25
	2021 2020	25 25	0 0	0 0	0 0	0 0	0 0	25 25
Arizona	<u>2023</u>	<u>22</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>23</u>
Arizona	2022	22	0	0	0	0	0	22
	2021	22	0	0	0	0	0	22
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
	2020	22	0	0	0	0	0	22
California	<u>2023</u> 2022	<u>278</u> 278	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>278</u> 278
	2021	280	1	3	3	0	0	278
	2020	283	2	5	2	0	3	280
Colorado	<u>2023</u> 2022	<u>29</u> 29	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>29</u> 29
	2021 2020	29 29	0 0	0 0	0 0	0 0	0 0	29 29
Connecticut	<u>2023</u> 2022	<u>25</u> 25	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>25</u> 25
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
	2021 2020	25 25	0 0	0 0	0 0	0 0	0 0	25 25
Delaware	<u>2023</u> 2022	<u>3</u> 3	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>3</u> 3
	2021	3	0	0	0	0	0	3
Florida	<u>2023</u>	<u>52</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>54</u>
	2020	3	0	0	0	0	0	3
Florida	2022	57	0	5	0	0	5	52
	2021	57	0	0	0	0	0	57
Georgia	<u>2023</u>	<u>68</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>74</u>
	2020	54	4	1	1	0	0	57
Georgia	2022	69	0	1	0	0	1	68
	2021	70	0	1	1	0	0	69
	2020	69	1	0	0	0	0	70
Hawaii	<u>2023</u> 2022	<u>7</u> 7	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>7</u> 7

	2021	7	0	0	0	0	0	7
<u>Idaho</u>	<u>2023</u>	<u>51</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>51</u>
	2020	7	0	0	0	0	0	7
Idaho	2022	51	0	0	0	0	0	51
	2021	51	0	0	0	0	0	51
2020	2021	51	0	0	0	0	0	51
<u>Illinois</u>	<u>2023</u>	<u>158</u>	<u>2</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>159</u>
Illinois	2022	157	2	1	0	0	1	158
	2021	156	3	2	0	0	2	157
2020	2021	156	3	2	0	0	2	157
<u>Indiana</u>	<u>2023</u>	<u>414</u>	<u>12</u>	<u>4</u>	<u>2</u>	<u>0</u>	<u>2</u>	<u>422</u>
	2020	153	4	1	1	0	0	156
Indiana	2022	402	16	4	3	0	1	414
	2021	396	15	9	4	0	5	402
2020	2021	396	15	9	4	0	5	402
<u>Iowa</u>	<u>2023</u>	<u>12</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>11</u>
	2020	393	10	7	3	0	4	396
Iowa	2022	11	1	0	0	0	0	12
	2021	11	0	0	0	0	0	11
2020	2021	11	0	0	0	0	0	11
<u>Kansas</u>	<u>2023</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
Kansas	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
2020	2021	12	0	0	0	0	0	12
<u>Kentucky</u>	<u>2023</u>	<u>45</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>47</u>
Kentucky	2022	43	2	0	0	0	0	45
	2021	43	1	1	1	0	0	43
2020	2021	43	1	1	1	0	0	43
<u>Louisiana</u>	<u>2023</u>	<u>116</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>118</u>
	2020	46	0	3	0	0	3	43
Louisiana	2022	114	2	0	0	0	0	116
	2021	111	3	0	0	0	0	114
2020	2021	111	3	0	0	0	0	114
<u>Maine</u>	<u>2023</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19</u>
	2020	111	0	0	0	0	0	111
Maine	2022	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
2020	2021	19	0	0	0	0	0	19
Maryland	<u>2023</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
	2022	21	0	1	1	0	0	20
	2021	22	0	1	0	0	1	21
	2020	22	0	0	0	0	0	22
Massachusetts	<u>2023</u>	<u>6</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
	2022	6	0	0	0	0	0	6
		<u>Outlets</u>	<u>Outlet</u>			<u>Reacquired by</u>	<u>Ceased Operations / Other</u>	<u>Outlets at End of the</u>

State	Year	at Start of Year	s Opened	Terminations	Non-Renewals	Franchisor	Reasons	Year
	2021	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Michigan	<u>2023</u>	<u>62</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>61</u>
	2022	62	0	0	0	0	0	62
	2021	62	0	0	0	0	0	62
	2020	62	0	0	0	0	0	62
Minnesota	<u>2023</u>	<u>34</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>34</u>
	2022	34	0	0	0	0	0	34
	2021	34	0	0	0	0	0	34
	2020	34	0	0	0	0	0	34
Mississippi	<u>2023</u>	<u>48</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>49</u>
	2022	47	1	0	0	0	0	48
	2021	46	1	0	0	0	0	47
	2020	46	0	0	0	0	0	46
Missouri	<u>2023</u>	<u>56</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>56</u>
	2022	55	1	0	0	0	0	56
	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
Montana	<u>2023</u>	<u>51</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>51</u>
Montana	2022	51	0	0	0	0	0	51
	2021	51	0	0	0	0	0	51
	2020	51	0	0	0	0	0	51
Nebraska	<u>2023</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
	2022	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2020	10	0	0	0	0	0	10
Nevada	<u>2023</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
Nevada	2022	27	0	0	0	0	0	27
	2021	28	0	1	0	0	1	27
	2020	29	0	1	0	0	1	28
New Hampshire	<u>2023</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
New Jersey	<u>2023</u>	<u>35</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>35</u>
	2022	35	0	0	0	0	0	35
	2021	35	0	0	0	0	0	35
	2020	35	0	0	0	0	0	35
New Mexico	<u>2023</u>	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
	2022	24	0	0	0	0	0	24
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

	2021 2020	24	24	0	0	0	0	0	0	24
New York	2023	54	0	0	0	0	0	0	0	54
New York	2022	54	0	0	0	0	0	0	0	54
	2021 2020	54	54	0	0	0	0	0	0	54
N. Carolina	2023	25	0	0	0	0	0	0	0	25
	2022	25	0	0	0	0	0	0	0	25
	2021	25	0	0	0	0	0	0	0	25
N. Dakota	2023	20	0	0	0	0	0	0	0	20
	2020	26	0	1	1	0	0	0	0	25
N. Dakota	2022	20	0	0	0	0	0	0	0	20
	2021 2020	20	20	0	0	0	0	0	0	20
Ohio	2023	116	4	0	0	0	0	0	0	120
Ohio	2022	113	3	0	0	0	0	0	0	116
<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchisor</u>	<u>Ceased Operations / Other Reasons</u>	<u>Outlets at End of the Year</u>		
	2021	113	0	0	0	0	0	113		
Oklahoma	2023	101	0	0	0	0	0	101		
	2020	114	0	1	1	0	0	113		
Oklahoma	2022	101	0	0	0	0	0	101		
	2021 2020	101	101	0	0	0	0	101		
Oregon	2023	55	0	0	0	0	0	55		
Oregon	2022	55	0	0	0	0	0	55		
	2021 2020	55	55	0	0	0	0	55		
Pennsylvania	2023	63	0	0	0	0	0	63		
	2022	63	0	0	0	0	0	63		
	2021 2020	63	63	0	0	0	0	63		
Rhode Island	2023	4	0	0	0	0	0	4		
	2022	4	0	0	0	0	0	4		
	2021	4	0	0	0	0	0	4		
	2020	4	0	0	0	0	0	4		
S. Carolina	2023	12	0	0	0	0	0	12		
	2022	12	0	0	0	0	0	12		
	2021	12	0	0	0	0	0	12		
S. Dakota	2023	11	0	0	0	0	0	11		
	2020	13	0	1	1	0	0	12		
S. Dakota	2022	11	0	0	0	0	0	11		
	2021 2020	11	11	0	0	0	0	11		

Tennessee	<u>2023</u>	<u>46</u>	<u>7</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>52</u>
	2022	46	0	0	0	0	0	46
	<u>2021</u>	<u>46</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>46</u>
	2020	46	0	0	0	0	0	46
<u>Texas</u>	<u>2023</u>	<u>152</u>	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>159</u>
Texas	2022	154	0	2	0	0	2	152
	<u>2021</u>	<u>154</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>154</u>
	2020	154	0	0	0	0	0	154
<u>Utah</u>	<u>2023</u>	<u>55</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>55</u>
Utah	2022	55	0	0	0	0	0	55
	2021	55	0	0	0	0	0	55
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
	<u>2020</u>	<u>55</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>55</u>
Vermont	<u>2023</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	2022	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	<u>2020</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Virginia	<u>2023</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
	2022	26	0	0	0	0	0	26
	2021	27	0	1	0	0	1	26
	<u>2020</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
Washington	<u>2023</u>	<u>85</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>85</u>
	2022	85	0	0	0	0	0	85
	2021	85	0	0	0	0	0	85
	<u>2020</u>	<u>86</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>85</u>
W. Virginia	<u>2023</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
	2022	27	0	0	0	0	0	27
	2021	27	0	0	0	0	0	27
	<u>2020</u>	<u>28</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>27</u>
Wisconsin	<u>2023</u>	<u>99</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>99</u>
	2022	99	0	0	0	0	0	99
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
	<u>2021</u>	<u>99</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>99</u>
	2020	99	0	0	0	0	0	99
<u>Wyoming</u>	<u>2023</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
Wyoming	2022	14	0	0	0	0	0	14
	<u>2021</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
	2020	14	0	0	0	0	0	14
<u>D.C.</u>	<u>2023</u>	<u>15</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>

D.C.	2022	15	0	0	0	0	0	15
	2021 2020	15	0	0	0	0	0	15
The Dominican Republic	<u>2023</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2022	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Marshall Islands	<u>2023</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2022	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
TOTALS	2020 <u>2023</u>	22,819 <u>22,819</u>	060 <u>060</u>	08 <u>08</u>	04 <u>04</u>	0	<u>04</u>	<u>22,871</u>
TOTALS	2022	2,803	30	14	4	0	10	2,819
	2021	2,797	25	19	9	0	10	2,803
	2020	2,798	22	23	11	0	12	2,797

The name and last known address of the franchisees who voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year is attached as Exhibit F. If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system. In some instances, former franchisees may sign provisions restricting their ability to speak openly about their experience with Noble Roman's. ~~The Company has entered into approximately 10 of these agreements during the last three years.~~ 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.

NOBLE ROMAN'S STATUS OF COMPANY-OWNED OUTLETS FOR FISCAL YEARS ENDED DECEMBER 31, <u>2023</u> / 2022 / 2021 / 2020							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Virginia	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2022	1	0	0	0	0	1
	2021	1	0	0	0	0	1
TOTAL	2020 <u>2023</u>	1 <u>1</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>	1 <u>1</u>
TOTALS	2022	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2020	1	0	0	0	0	1

PROJECTED OPENINGS OF NOBLE ROMAN'S PIZZA OUTLETS AS OF DECEMBER 31, 2023 2024			
State	Franchise/License Agreements Signed But Store Not Open	Projected Franchised/Licensed New Stores in the Next Fiscal Year (2021 2024)	Projected Company- Owned Openings in Next Fiscal Year
Alabama	3 21	7 25	0
California	0 1	3 2	0
Florida	0 1	3 6	0
Georgia	1 5	3 10	0
Illinois	0	4	0
Indiana	4 3	1 06	0
Kentucky	1 0	2 3	0
Louisiana	1	4	0
Massachusetts	1	1	0
Mississippi	0 2	1 4	0
Ohio	1 2	5 6	0
Tennessee	12	12	0
Texas	1 0	4 2	0
Wisconsin	0	3 2	0
TOTALS	13 48	50 82	0

21. Financial Statements.

Attached to this Disclosure Document as Exhibit “B” are audited consolidated balance sheets of Noble Roman’s, Inc. as of December 31, 2021, 2022 and 20222023 and audited statements of operations, stockholders’ equity and cash flows for each of the years ~~ending~~ended December 31, ~~2020~~, 2021 ~~and~~, 2022 and 2023. Also attached are unaudited consolidated balance sheets for December 31, 2023 and March 31, 2024, and unaudited statements of operations and stockholders' equity for the three months ended March 31, 2023 and 2024 and unaudited statements of cash flows for three months ended March 31, 2023 and 2024.

22. Contracts.

A copy of the Franchise Agreement for a Noble Roman’s franchise is attached as Exhibit “A” to this Disclosure Document.

23. Receipts.

Attached, as the last pages of this Disclosure Document, are two Acknowledgment of Receipt forms. These receipts must be detached, completed and one copy must be returned by you to us upon delivery of the Disclosure Document. This Disclosure Document must be provided to you at least 14 days prior to the execution of the Franchise Agreement.

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	
Illinois	
Indiana	
Maryland	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

~~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.~~

ADDENDUM TO THE FRANCHISE OFFERING CIRCULAR
AND FRANCHISE AGREEMENT

Notwithstanding any provision described in the offering circular or contained in the Franchise Agreement:

1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

2. With respect to franchises governed by Minnesota law the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise agreement.

3. The Company will protect your right to use the trademark, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

Except as specifically provided herein, the terms of the Franchise Agreement as described in the offering circular and contained in the Franchise Agreement shall remain in full force and effect and are expressly ratified hereby.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee 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 any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NOBLE ROMAN’S, INC.

By: _____

Paul W. Mobley, Executive Chairman

/x/ Signature of Franchisee

Print Name of Franchisee

EXHIBIT A

NOBLE ROMAN’S FRANCHISE AGREEMENT

NOBLE ROMAN'S, INC. FRANCHISE

AGREEMENT (Noble Roman's Pizza)

Franchisee: _____.

Date: _____

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**NOBLE ROMAN'S, INC. FRANCHISE
AGREEMENT (NOBLE ROMAN'S PIZZA)**

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this day of __, ~~2023~~2024, by

RECITALS:

Franchisor, as the result of the expenditure of time, skill, effort and money, has developed and owns a unique and distinctive system relating to the establishment and operation of pizza restaurants featuring pizza, breadsticks and other related food items ("System").

The distinguishing characteristics of the System include, without limitation, a distinctive interior menu board and counter display; special recipes and menu items; uniform standards, specifications, and procedures for operations; quality and uniformity of products and services offered; and advertising and promotional programs, all of which may be changed, improved, and further developed by Franchisor from time to time, and may (but need not) in the future include additional procedures, operations and specifications as may hereafter be designated by Franchisor in writing for use in the System.

Franchisor identifies the System by means of certain trade names, façade, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the mark "Noble Roman's", the mark "Noble Roman's Pizza", and such other trade names, service marks, trademarks, logos, emblems and indicia of origin as are now, and may hereafter be, designated by Franchisor in writing, for use in connection with the System ("Marks").

Franchisor continues to develop, use and control the use of the Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance and service.

Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, cleanliness, appearance and service and the necessity of operating the franchise granted hereunder in conformity with standards and specifications of the Franchisor.

Franchisee desires to use the System in connection with the operation of a Noble Roman's Pizza in conjunction with and as a part of its facility (the "Facility") at the location here specified _____ hereto ("Location"), and to receive the other assistance provided by Franchisor in connection therewith.

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

SECTION I - GRANT.

A. Franchisor hereby grants to Franchisee, and Franchisee hereby accepts, subject to the terms and conditions of this Agreement the right, license and privilege to use the Marks and the System in the operation of a Noble Roman's Pizza for a period of ten (10) years from the date of opening Noble Roman's Pizza at the Location ("Franchised Business"). Other than the rights expressly granted herein, nothing contained in this Agreement shall be construed to vest in the Franchisee any right, title or interest in, under or to the Marks and the System, or the goodwill now or hereafter associated therewith.

B. The specific street address of the Location is described on Page 1 of this Agreement. Franchisee shall not relocate the Franchised Business without the express prior written consent of Franchisor.

This Agreement does not grant to Franchisee any protected territorial rights or the right or license to operate the Franchised Business or to offer or sell any products or services described under this Agreement at or from any site other than the Location. Delivery of products may be approved, for products prepared at the Location, within a specified delivery area around the Location.

C. If Franchisee is unable to continue the operation of the Franchised Business at the Location because of the occurrence of a force majeure event described in Section XVII.A.(3)(f), then Franchisee may request Franchisor's approval to relocate the Franchised Business to another location, which approval shall not be unreasonably withheld. Any subsequent request to relocate the Franchised Business shall also be subject to the same procedures. If Franchisor elects to grant Franchisee the right to relocate the Franchised Business, then Franchisee shall comply with the site selection and construction procedures set forth in Section II.

SECTION II - PLANS AND CONSTRUCTION.

A. Franchisee assumes all cost, liability, expense and responsibility for locating, selecting, obtaining and developing a site for the Franchised Business and for constructing and equipping the Franchised Business at such site.

B. Franchisee shall, at its sole cost and expense, purchase and cause to be installed (i) approved exterior signage, (ii) approved menu board and facade (which includes interior signage), (iii) approved ovens and other kitchen equipment and (iv) interior décor and appearance suitable for the location as specified by the Franchisor

C. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Noble Roman's Pizza and commence business within days after the execution of this Agreement, unless Franchisee obtains an extension of such time period from Franchisor in writing. Franchisor will not unreasonably withhold approval of one or more thirty (30) day extensions in the event of delay(s) due to circumstances beyond Franchisee's control. Prior to opening, Franchisee shall complete all exterior and interior preparations for the Noble Roman's Pizza, including installation of equipment, fixtures, furnishings, interior decor and signs, pursuant to the plans and specifications specified by Franchisor, and shall comply with all other pre-opening obligations of Franchisee, including, but not limited to, those obligations described in Section VII, to Franchisor's

satisfaction. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Noble Roman's Pizza and commence business in accordance with the foregoing shall be deemed a material event of default under this Agreement.

SECTION III - TERM AND RENEWAL.

A. Unless sooner terminated as provided in Section XVII. hereof, the term of this Agreement shall commence on the date of execution stated on the first page of this Agreement and continue in full force and effect until the expiration of ten (10) years from the "Opening Date" defined as the first day the Franchisee opens the franchise for business.

B. Upon expiration of the initial ten (10) year term of this Agreement, or any renewal thereof, Franchisee may, with the consent of the Franchisor, renew the franchise granted hereunder for an additional term of five (5) years, provided that any such renewal shall automatically terminate upon the expiration or termination of Franchisee's right to operate the Franchised Business at the Location and be subject to any or all of the following conditions which must, in Franchisor's discretion, be met prior to and at the time of each renewal:

(1) Franchisee shall give Franchisor written notice of Franchisee's desire to renew not less than six (6) months nor more than twelve (12) months prior to the end of the initial term or any renewal term.

(2) Franchisee shall repair or replace, at Franchisee's cost and expense, equipment, signs, interior and exterior decor items, fixtures, point of sale marketing materials, menu panels, furnishings, supplies and other products and materials required for the operation of the Noble Roman's Pizza as Franchisor may reasonably require and shall obtain, at Franchisee's cost and expense, any new or additional equipment, fixtures, point of sale marketing materials, menu panels, supplies and other products and materials which may be reasonably required by Franchisor for Franchisee to offer and sell new menu items from the Franchised Business and shall otherwise modernize the Restaurant premises, equipment, signs, interior and exterior decor items, fixtures, point of sale marketing materials, menu panels, furnishings, supplies and other products and materials required for the operation of the Noble Roman's Pizza, as reasonably required by Franchisor to reflect the then-current standards and image of the System as contained in the Confidential Noble Roman's Pizza Procedure Manual ("Confidential Manual") or otherwise provided in writing by Franchisor;

(3) At the point of renewal, Franchisee shall not be in default of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates; and Franchisee shall have substantially complied with all the material terms and conditions of such agreements during the terms thereof;

(4) Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates under this Agreement and any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates;

(5) Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Location or obtain Franchisor's approval of a new site for the

operation of the Franchised Business for the duration of the renewal term of this Agreement;

(6) Franchisee shall execute Franchisor's then-current form of renewal franchise agreement, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, a higher percentage royalty fee or expenditure requirement;

(7) Franchisee shall comply with Franchisor's then-current qualification and training requirements; and

(8) Franchisee shall pay to Franchisor a renewal fee in the amount of Two Thousand Dollars (\$2,000) at the time the renewal franchise agreement is executed.

SECTION IV - FEES.

A. Franchisee shall pay _____ to Franchisor a franchise fee in the amount of _____ Dollars (\$ _____) payable at the time the Franchise Agreement for such franchise is executed.

The initial franchise fee when so paid shall be deemed fully earned and nonrefundable in consideration of the administrative and other expenses incurred by Franchisor in granting the franchise hereunder and for its lost or deferred opportunity to grant such franchise to any other party.

B. During the term of this Agreement, Franchisee shall pay to Franchisor in partial consideration for the rights herein granted, a continuing weekly royalty fee ("Royalty Fee") in the amount which is the greater of: (i) \$175.00 per week (minimum royalty); and (ii) seven percent (7%) of the Gross Sales of the Noble Roman's Pizza (as defined in Section IV.C. hereunder) for all of the franchised locations, except for franchises located within hospitals where the Franchisee must pay a Royalty Fee in the amount which is the greater of: (i) \$175.00 per week; and (iii) nine percent (9%) of Gross Sales, as defined herein.

Such Royalty Fee shall be due and payable each week based on the Gross Sales for the preceding week (for purposes of this Agreement a week shall commence at 12:01 a.m. on Monday and end at 11:59 p.m. on the following Sunday) and shall be paid electronically (draft on Franchisee's bank account by electronic withdrawal) so that it is received by Franchisor on or before Tuesday of each week from a direct draw account designated by Franchisee for purposes of payment of the Royalty Fee.

(1) At Franchisor's request, Franchisee shall promptly execute or re-execute within five (5) days after Franchisor's request, and deliver to Franchisor an appropriate agreement as required by Franchisee's bank to enable Franchisor to collect electronically (draft on Franchisee's account by electronic withdrawal) the 7% or 9% of Gross Sales payable under the terms of this Agreement. If the Franchisee changes its bank and/or bank account from which royalties are paid, Franchisee shall provide no less than ten (10) days written notice to Franchisor prior to making such change.

(2) Franchisee shall report its Gross Sales by facsimile transmission or, if not

reasonably available, by telephone, or by such other method as Franchisor may reasonably direct, by noon on Monday (Eastern Standard Time) ("Due Date") after the end of each week or at such other times as are established by Franchisor in its sole discretion. Franchisor will then deposit or transfer the reported amounts due into its own account, using the Franchisee's pre-authorized checks agreement. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay the resulting bank fees imposed on Franchisor plus a \$25 administrative fee.

(3) Any payment or report of Gross Sales not actually received by Franchisor on or before the Due Date shall be deemed overdue. Time is of the essence with respect to all reports of Gross Sales and payments to be made by Franchisee to Franchisor. All unpaid obligations under this Agreement shall bear interest from the date due until paid at the lesser of the highest rate allowed by law or a rate that is five (5) percentage points per annum higher than the "prime rate" then currently established by the largest bank (determined by total bank assets) headquartered in the state in which the Location is situated. Notwithstanding anything to the contrary contained herein, no provision of this Agreement shall require the payment or permit the collection of interest in excess of the maximum rate allowed by applicable law. If Gross Sales are not reported by the Due Date, Franchisor may charge Franchisee a \$25 administrative fee for every day sales are unreported following the due date with no additional notice being required.

C. For the purposes of determining the Royalty Fee to be paid hereunder, the term "Gross Sales" shall mean the total selling price of all products and services and all income of every other kind and nature related to the Noble Roman's Pizza, whether for cash or credit and regardless of collection in the case of credit, but expressly excluding sums representing sales taxes collected directly from customer, based upon present or future laws of federal, state or local governments, by Franchisee in the operation of the Noble Roman's Pizza, and any other tax, excise or duty which is levied or assessed against Franchisee by any federal, state, municipal or local authority, based on sales of specific merchandise sold at or from the Noble Roman's Pizza.

All proceeds from the sale of coupons, gift certificates or vouchers are included within the definition of "Gross Sales"; provided that the retail price thereof may be credited against Gross Sales during the week in which such coupon, gift certificate or voucher is redeemed for the purpose of determining the amount of Gross Sales upon which the Royalty Fee is due.

D. Franchisee shall pay such other fees or amounts described in this Agreement.

SECTION V - FRANCHISOR'S OBLIGATIONS.

Franchisor agrees to provide the services described below with regard to the Franchised Business:

(1) Franchisor's site selection guidelines and such site selection assistance as Franchisor may deem advisable.

(2) Such assistance to Franchisee in the layout and design of the Noble Roman's Pizza as Franchisor may deem necessary.

(3) Such site evaluation and assistance as Franchisor may deem necessary on its own initiative or in response to Franchisee's reasonable request for site evaluation; provided, however,

that if services are provided at Franchisee's request, Franchisor reserves the right to charge a reasonable fee for providing such services representing the reasonable expenses incurred by Franchisor (or its designee) in connection with such on-site evaluation, including, without limitation, the cost of travel, lodging, meals and wages.

(4) The loan of one (1) set of the Confidential Manual and such other manuals and written materials as Franchisor shall have developed for use in the Franchised Business (as the same may be revised by Franchisor from time to time, the "Manuals"), as more fully described in Section X(A) hereof.

(5) Upon the opening of the Franchised Business, Franchisor shall provide Franchisee with an initial on-the-job training program on the operation of a Noble Roman's Pizza, furnished at such times and places as Franchisor reasonably deems necessary.

(6) The services of one (1) representative of Franchisor for reasonable supervisory assistance and guidance in connection with the opening and initial operation of the Noble Roman's Pizza. Franchisor shall have the right to determine the time or times at which such representative shall be available to Franchisee.

(7) During the operation of the Franchised Business, such additional assistance as is reasonably necessary, in the sole discretion of Franchisor, to assist Franchisee in meeting Franchisor's quality control standards.

SECTION VI - FRANCHISOR'S AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Franchisor represents and warrants that Franchisor is a corporation duly organized and validly existing under the state law of its formation.

B. Franchisor represents and warrants that Franchisor has full right and power under its bylaws and certificate of incorporation to grant Franchisee the franchise as contemplated herein and perform the same and that the execution of this Agreement by Franchisor does not infringe upon or constitute a default under any agreement or covenant to which Franchisor is a party or violate or conflict with any law or regulation by which Franchisor is bound.

C. Franchisor represents and warrants that Franchisor has all rights, title and interest to and in the Marks and has the power and authority to grant the license to use the Marks as set forth herein.

D. Franchisor represents, acknowledges, agrees, covenants and warrants that Franchisor will take or cause to be taken at its cost all steps necessary to:

(1) Maintain the confidentiality of its secret recipes, secret recipe products and other licensed trade secrets in accordance with all relevant laws;

(2) Prepare, execute and file all documents, notices, applications, registrations and timely renewals thereof or other documents required or necessary for the protection of the

Marks; and

(3) Defend the Marks.

E. Franchisor represents and warrants that no filing, registration, approval or consent heretofore not obtained from any governmental agency or instrumentality or any stock exchange authority is required for the authorization, execution, delivery or performance by Franchisor of this Agreement.

F. Franchisor acknowledges and agrees that presently and in the future Franchisee may operate and/or license others to operate restaurant operations or other food service outlets under various trade names, and that nothing in this Agreement shall be deemed to restrict the Franchisee from operating or licensing any restaurant or other operation under any trade name or in any location.

Franchisor acknowledges and agrees that the representations, warranties and covenants set forth above in this Section VI.A-F are continuing obligations of Franchisor and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. The franchisor will make reasonable efforts to cooperate with Franchisee in any efforts made by Franchisee to verify compliance with such representations, warranties and covenants.

SECTION VII - FRANCHISEE'S AGREEMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Franchisee shall covenant and agree to undertake all commercially reasonable efforts to operate the Franchised Business so as to achieve maximum sales.

B. If Franchisee is a corporation, limited liability company or partnership, Franchisee represents, warrants and covenants that:

(1) Franchisee is duly organized and validly existing under the state law of its formation;

(2) Franchisee is duly qualified and is authorized to do business in each jurisdiction in which its business activities or the nature of the properties owned by it require such qualification;

(3) The execution of this Agreement and the consummation of the transactions contemplated hereby are within Franchisee's corporate power, if Franchisee is a corporation, or if Franchisee is a partnership or limited liability company, permitted under Franchisee's written partnership agreement or operating agreement and have been duly authorized by Franchisee;

(4) Franchisee's Principals (as defined in Section XIX.N) shall each execute and bind themselves to the confidentiality covenants set forth in the Confidentiality Agreement which forms Attachment A to this Agreement (see Sections X.B(1) and X.C(4)).

(5) If requested by Franchisor, Franchisee shall furnish to Franchisor a certificate of insurance, from an insurance company satisfactory to Franchisor, naming Franchisor as an additional insured with such limits as may reasonably be required by Franchisor. Franchisee shall furnish said certificate of insurance within five (5) days of request.

Franchisee acknowledges and agrees that the representations, warranties and covenants set forth above in this Section VI.B(1) through (5) are continuing obligations of Franchisee and that any failure to comply with such representations, warranties and covenants shall constitute a material event of default under this Agreement. Franchisee will cooperate with Franchisor in any efforts made by Franchisor to verify compliance with such representations, warranties and covenants.

C. Management of the Noble Roman's Pizza.

(1) The Noble Roman's Pizza shall at all times be under the direct, day-to-day, full-time supervisions of Franchisee or a manager (the "General Manager") who shall have been approved by the Franchisor. The General Manager shall supervise the Noble Roman's Pizza, however, Franchisee shall remain active in overseeing the operations of the Noble Roman's Pizza conducted under the supervision of the approved General Manager. As one requirement of receiving approval of Franchisor, General Manager must successfully complete Franchisor's then current General Manager training program.

(2) Franchisee shall at all times faithfully, honestly and diligently perform all obligations hereunder and continuously exert best efforts to promote and enhance the business of the Noble Roman's Pizza.

D. Franchisee shall comply with all requirements of federal, state and local laws, rules, regulations, and orders.

E. Franchisee shall comply with all other requirements and perform such other obligations as provided hereunder.

SECTION VIII - FRANCHISED BUSINESS OPERATIONS.

A. Franchisee understands and agrees to the importance of maintaining uniformity among all of the units of Noble Roman's Pizza and the importance of complying with all of Franchisor's standards and specifications relating to the operation of the Noble Roman's Pizza. Franchisee shall diligently adhere to all standards and specifications relating to the operation and appearance of the Noble Roman's Pizza.

B. Franchisee shall maintain Noble Roman's Pizza in a high degree of sanitation, repair and condition, and in connection therewith shall make such additions, alterations, repairs and replacements thereto (but no others without Franchisor's prior written consent) as may be required for that purpose, including, without limitation, such periodic repair, repainting or replacement of obsolete signs, furnishings, equipment and decor as Franchisor may reasonably direct and shall obtain, at Franchisee's cost and expense, any new or additional equipment, fixtures, supplies and other products and materials which may be reasonably required by Franchisor for Franchisee to offer and sell new menu items from the Franchised Business. Except as may be expressly provided in the Manuals, no alterations or improvements or changes

of any kind in design, equipment, signs, interior or exterior decor items, fixtures or furnishings shall be made in or about the Noble Roman's Pizza or its premises without the prior written approval of Franchisor.

C. To assure the continued success of the Noble Roman's Pizza, Franchisee shall, upon the request of Franchisor, make other improvements to modernize the Noble Roman's Pizza premises, equipment, signs, interior and exterior decor items, fixtures, furnishings, supplies and other products and materials required for the operation of the Noble Roman's Pizza, to Franchisor's then-current standards and specifications. Notwithstanding the above, Franchisee agrees that if so requested by Franchisor it will make such capital improvements or modifications described in this Section VIII.C at any time within six (6) months after receipt of written notice from Franchisor, or, if such capital improvements or modifications contemplated in this Section VIII C are in excess of \$10,000, at such other time that a majority of the other Noble Roman's Pizza units in similar locations have made or are utilizing best efforts to make such improvements or modifications.

D. Franchisee shall comply with all of Franchisor's standards and specifications relating to the purchase of all food and beverage items, ingredients, supplies, materials, fixtures, furnishings, equipment and other products used or offered for sale at Noble Roman's Pizza. Except as provided in this Section VIII.D, Franchisee shall obtain such items from suppliers (including manufacturers, distributors, warehouses and other sources) who have been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier and who have not thereafter been disapproved by Franchisor. If Franchisee desires to purchase, lease or use any products or other items from an unapproved supplier, Franchisee shall submit to Franchisor a written request for such approval, or shall request the supplier itself to do so. Franchisee shall not purchase or lease from any supplier until and unless such supplier has been approved in writing by Franchisor. Franchisee's failure to comply with the provisions of this Section VIII.D shall be deemed a material event of default under this Agreement.

E. To ensure that the highest degree of quality and service is maintained, Franchisee shall operate Noble Roman's Pizza in strict conformity with such methods, standards and specifications of Franchisor as are set forth in the Manuals and as may from time to time otherwise be prescribed in writing. In particular, Franchisee also agrees:

(1) To sell or offer for sale all menu items, products and services required by Franchisor and in the manner and style prescribed by Franchisor with respect to Noble Roman's Pizza, as expressly authorized by Franchisor in writing.

(2) To sell and offer for sale only the menu items, products and services that have been expressly approved for sale in writing by Franchisor; to refrain from deviating from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any menu items, products or services which Franchisor shall, in its sole discretion, disapprove in writing at any time.

(3) To maintain an adequate inventory of all perishable items, non-perishable items and frozen products used in the operation of the Franchised Business, and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that are in strict conformity to Franchisor's standards and specifications; to prepare all menu items in accordance with Franchisor's recipes and procedures for preparation contained in

the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from Franchisor's standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without Franchisor's prior written consent.

(4) To strictly conform to the service standards and mode of service prescribed by Franchisor, including, but not limited to, speed of service, service procedures, maintenance of ready to serve products and order taking and production methods, as may be modified by Franchisor in writing from time to time.

(5) To permit Franchisor or its agents, at any reasonable time, to remove a reasonable number of samples of food or non-food items from Franchisee's inventory, or from the Noble Roman's Pizza, without payment therefor, in amounts reasonably necessary for testing by Franchisor or an independent laboratory to determine whether such samples meet Franchisor's then-current standards and specifications. All such sampling shall be conducted in a manner so as to minimize any disruption to the Noble Roman's Pizza. In addition to any other remedies it may have under this Agreement, Franchisor may require Franchisee to bear the cost of such testing if the supplier of the item has not previously been approved by Franchisor or if the sample fails to conform with Franchisor's specifications.

(6) To grant Franchisor and its agents the right to enter upon Noble Roman's Pizza premises at any reasonable time for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; to permit representatives to view and print and/or copy POS or other reports, invoices, receipts and other materials as they relate to the Noble Roman's Pizza, and to permit representatives of Franchisor to take photographs, movies or videotapes of Noble Roman's Pizza and to interview employees and customers of Noble Roman's Pizza; provided, however, that such activities by Franchisor shall be conducted in a manner so as to minimize any disruption to the Noble Roman's Pizza. The Franchisor shall have the exclusive right to use any photograph, movie, videotape, or other material prepared in connection with an inspection of the Noble Roman's Pizza, and shall have no obligation to obtain Franchisee's permission, or to compensate Franchisee in any manner, in connection with the use of such materials for advertising, training or other purposes. Upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take steps as may be necessary to correct immediately any deficiencies detected during any such inspection.

(7) To maintain a competent, conscientious, trained staff and to take such steps as are necessary to ensure that its employees preserve good customer relations.

(8) To maintain at least ten (10) hours of operation every day with any deviation therefrom, including seasonal operation, permitted only with the prior written consent of Franchisor.

F. Franchisee acknowledges and agrees that Franchisor and its affiliates have developed and may develop for use in the System certain products which are prepared from highly confidential secret recipes and which are trade secrets of Franchisor, including, without limitation, pizza dough, sauce, cheese and breadsticks, as well as any other secret recipe products now or hereafter designated in the Manuals. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of

the parties that Franchisor closely control the production and distribution of such products. Accordingly, Franchisee agrees that Franchisee shall use only Franchisor's designated products and shall purchase solely from Franchisor or Franchisor's suppliers all of Franchisee's requirements for such products. Franchisee's use of such products is limited to this Location only.

G. Franchisee shall require all advertising and promotional materials, signs, decorations, paper goods (including menus and all forms and stationery used in the Franchised Business), and other items which may be designated by Franchisor to bear the Marks in the form, color, location and manner prescribed by Franchisor. All such advertising and promotional materials, signs, decorations, paper good (including menus and all forms and stationary used in the Franchised Business) shall be submitted to Franchisor for approval prior to production or use of such items.

H. Franchisee shall process and handle all consumer complaints connected with or relating to the Franchised Business, and shall promptly notify Franchisor by telephone and in writing of all of the following complaints: (i) food related illnesses, (ii) safety or health violations, (iii) claims exceeding \$1,000, and (iv) any other material claims against or losses suffered by Franchisee. Franchisee shall maintain for Franchisor's inspection any inspection reports affecting the Noble Roman's Pizza or equipment located in the Franchised Business during the term of this Agreement and for thirty (30) days after the expiration or earlier termination hereof.

I. Franchisee acknowledges and agrees that Franchisee may not offer or advertise home delivery service without the express written approval of Franchisor. If Franchisor approves Franchisee's offering home delivery, Franchisee acknowledges and agrees that Franchisor shall have the right to limit or restrict the area to which Franchisee may offer or advertise home delivery and Franchisee shall strictly adhere to Franchisor's policies and procedures concerning home delivery including, but not limited to, insurance requirements.

SECTION IX - MARKS.

A. Franchisor grants Franchisee the right to use the Marks during the term of this Agreement in accordance with the System and related standards and specifications, however, any use of the marks shall be submitted to Franchisor for approval prior to production or use of such items.

B. Franchisee expressly understands and acknowledges that:

(1) As between Franchisor and Franchisee, Franchisor is the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Franchisee shall not take any action that would prejudice or interfere with the validity of Franchisor's rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any of Franchisor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except

the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Noble Roman's Pizza and only at or from the Location or in approved advertising related to the Noble Roman's Pizza.

(3) Franchisee understands and agrees that any and all goodwill arising from Franchisee's use of the Marks and the System shall inure solely and exclusively to Franchisor's benefit, and upon expiration or termination of this Agreement and the franchise herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the Marks.

(4) Franchisee shall not contest the validity of the interest of Franchisor or any of its affiliates in the Marks or assist others to contest the validity of the interest of Franchisor or any of its affiliates in the Marks.

(5) Franchisee acknowledges that any unauthorized use of the Marks shall constitute an infringement of Franchisor's rights in the Marks and a material event of default hereunder. Franchisee agrees that it shall provide Franchisor with all assignments, affidavits, documents, information and assistance Franchisor reasonably requests to fully vest in Franchisor all such right, title and interest in and to the Marks, including all such items as are reasonably requested by Franchisor to register, maintain and enforce such rights in the Marks.

(6) Franchisor reserves the right to substitute different Marks for use in identifying the System and the Franchised Business if Franchisor's current Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Marks will be beneficial to the System. In such event, Franchisor may require Franchisee, at Franchisee's expense, to discontinue or modify Franchisee's use of any of the Marks or to use one or more additional or substitute Marks.

C. With respect to Franchisee's use of the Marks pursuant to this Agreement, Franchisee further agrees that:

(1) Unless otherwise authorized or required by Franchisor, Franchisee shall (i) use the Marks only in connection with the operation of the Noble Roman's Pizza and only with the express written consent of Franchisor, and (ii) operate and advertise the Franchised Business only under the name "Noble Roman's Pizza" without prefix or suffix. Franchisee shall not use the Marks as part of its corporate or other legal name.

(2) During the term of this Agreement and any renewal hereof, Franchisee shall identify itself as the owner of the Noble Roman's Pizza in conjunction with any use of the Marks, including, but not limited to, uses on invoices, order forms, receipts and contracts, as well as the display of a notice in such content and form and at such conspicuous locations on the premises of the Franchised Business as Franchisor may designate in writing.

(3) Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

(4) Franchisee shall comply with Franchisor's instructions in filing and maintaining the requisite trade name or fictitious name registrations, and shall execute any documents deemed necessary by Franchisor or its counsel to obtain protection of the Marks or to

maintain their continued validity and enforceability.

D. Franchisee shall notify Franchisor immediately of any apparent infringement of or challenge to Franchisee's use of any Mark, of any claim by any person of any rights in any Mark, and, except as otherwise required by law, Franchisee shall not communicate with any person other than Franchisor or any designated affiliate thereof, their counsel and Franchisee's counsel in connection with any such infringement, challenge or claim. Franchisor shall have complete discretion to take such action as it deems appropriate in connection with the foregoing, and the right to control exclusively, or to delegate control to any of its affiliates of, any settlement, litigation or proceeding in the Patent and Trademark Office or any other forum arising out of any such alleged infringement, challenge or claim or otherwise relating to any Mark. Franchisee agrees to execute any and all instruments and documents, render such assistance, and do such acts or things as may, in the opinion of Franchisor, reasonably be necessary or advisable to protect and maintain the interests of Franchisor or any affiliate in any litigation or proceeding in the Patent and Trademark Office or any other forum, or to otherwise protect and maintain the interests of Franchisor or any other interested party in the Marks. Franchisor will indemnify Franchisee against and reimburse Franchisee for all damages for which Franchisee is held liable in any proceeding arising out of Franchisee's use of any of the Marks (including settlement amounts), provided that the conduct of Franchisee with respect to such proceeding and use of the Marks is in full compliance with the terms of this Agreement.

E. Franchisee acknowledges and agrees that certain portions of Noble Roman's Pizza decor and design constitute unique and protectable images to the consumer identified with Franchisor, which are a part of the goodwill associated with the System. Franchisee agrees the usage of such decor and design elements shall inure to the exclusive benefit of Franchisor. This Agreement does not grant any ownership or other interest in Noble Roman's Pizza decor and design elements to Franchisee.

SECTION X - CONFIDENTIALITY AND NON-COMPETITION COVENANTS.

A. (1) To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under Franchisor's Marks, Franchisee shall conduct its business in accordance with the Manuals, other written directives which Franchisor may issue to Franchisee from time to time whether or not such directives are included in the Manuals, and any other manuals and materials created or approved for use in the operation of the Franchised Business. Franchisee further acknowledges that using unauthorized ingredients in the assembly of a Noble Roman's product is a major violation and cannot be tolerated regardless of when that violation is discovered.

(2) Franchisee and Principals shall at all times treat the Manuals, any written directives of Franchisor, and any other manuals and materials, and the information contained therein, as confidential and shall maintain such information as secret and confidential in accordance with this Section X. Franchisee and Principals shall not at any time copy, duplicate, record or otherwise reproduce these materials, in whole or in part, or otherwise make the same available to any unauthorized person.

(3) The Manuals, written directives, other manuals and materials and any

other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor, shall at all times be kept in a secure place on the Franchised Business premises, and shall be returned to Franchisor immediately upon request or upon termination or expiration of this Agreement.

(4) The Manuals, any written directives, and any other manuals and materials issued by Franchisor and any modifications to such materials shall supplement this Agreement but shall not impose any additional obligation on Franchisee beyond those imposed by this Agreement.

(5) Franchisor may from time to time revise the contents of the Manuals and the contents of any other manuals and materials created or approved for use in the operation of the Franchised Business. Franchisee expressly agrees to comply with each new or changed standard.

(6) Franchisee shall at all times ensure that the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's corporate office shall control.

(7) Franchisor will charge a replacement fee of Five Hundred Dollars (\$500) for any replacement Manuals.

B. Neither Franchisee nor any Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this Agreement, they shall not use for their own benefit, any confidential information, knowledge or know-how concerning the methods of operation of the Franchised Business which may be communicated to them or of which they may be apprised in connection with the operation of Noble Roman's Pizza under the terms of this Agreement. Franchisee and the Principals shall divulge such confidential information only to such of Franchisee's employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, techniques and any materials used in or related to the System which Franchisor provides to Franchisee in connection with this Agreement shall be deemed confidential for purposes of this Agreement. Neither Franchisee nor the Principals shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce such materials or information, in whole or in part, nor otherwise make the same available to any unauthorized person. The covenant in this Section shall survive the expiration, termination or transfer of this Agreement or any interest herein and shall be perpetually binding upon franchisee and each of the Principals.

Notwithstanding anything to the contrary contained in this Agreement, and provided that Franchisee has obtained Franchisor's prior written consent, which consent shall not be unreasonably withheld, the restrictions on Franchisee's disclosure and use of confidential information shall not apply to (a) information, process or techniques that are or become generally known in the fresh baked pizza industry, other than through disclosure (whether deliberate or inadvertent) by Franchisee; or (b) disclosure of confidential information in judicial or administrative proceedings to the extent Franchisee is legally compelled to disclose such information, provided that Franchisee shall have used its best efforts to obtain, and shall have afforded Franchisor the opportunity to obtain an appropriate protective order or other assurance satisfactory to Franchisor of confidential treatment for the information required to be so

disclosed.

(1) Franchisee shall require and obtain execution of covenants similar to those set forth in Section X.B from its General Manager, and any other personnel of Franchisee who have received or will have access to confidential information. Such covenants shall be substantially in the form set forth in Attachment A. All of Franchisee's Principals must also execute such covenants.

C. Franchisee and the Principals specifically acknowledge that, pursuant to this Agreement, Franchisee and the Principals will receive valuable trade secrets and confidential information, including, without limitation, information regarding the operational, sales, promotional and marketing methods and techniques of Franchisor and the System which are beyond the present skills and experience of Franchisee and the Principals and Franchisee's managers and employees. Franchisee and the Principals acknowledge that such specialized training, trade secrets and confidential information provide a competitive advantage and will be valuable to them in the development and operation of the Noble Roman's Pizza, and that gaining access to such specialized training, trade secrets and confidential information is, therefore, a primary reason why they are entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and rights, Franchisee and the Principals covenant that:

(1) With respect to Franchisee, during the term of this Agreement except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for themselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity or association:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Own, maintain, operate, engage in, be employed by, or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business located within the Location or within a one mile radius of the Location which business is of a character and concept similar to the Noble Roman's Pizza, including, but not limited to, a pizza business which offers as a menu item or in a mix of menu items, pizza and/or breadstick products.

(2) For a continuous uninterrupted period commencing upon the expiration, termination, or transfer of all of Franchisee's interest in this Agreement and continuing for two years thereafter, except as otherwise approved in writing by Franchisor, Franchisee shall not, for itself, or through, on behalf of or in conjunction with any person, partnership, corporation or other entity or association:

(a) Divert, or attempt to divert, any business or customer of the Franchised Business hereunder to any competitor or do or perform any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

(b) Employ or solicit for employment, any person who franchisee

knows is at that time or was within the preceding thirty (30) days employed by Franchisor or by any other Franchisee or affiliate of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment, except as may be permitted under any existing development agreement or franchise agreement between Franchisor and Franchisee.

(c) Own, maintain, operate, engage in, be employed by or have any financial or beneficial interest in (including any interest in corporations, partnerships, trusts, unincorporated associations or joint ventures), advise, assist or make loans to, any business that is of a character and concept similar to Noble Roman's Pizza, including a restaurant business that offers as a menu item, or in a mix of menu items, pizza and/or breadsticks, which business is, or is intended to be located within a one-mile radius of the Location.

(3) The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section.

(a) Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section X.C, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XIX.B hereof.

(4) Franchisee shall require and obtain execution of covenants similar to those set forth in this Section X.C. (including covenants applicable upon the termination of a person's employment with Franchisee) from its shareholders. Such covenant shall be substantially in the form set forth in Attachment A.

XI - BOOKS AND RECORDS.

A. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least five (5) years from the dates of their preparation, full, complete and accurate books, records and accounts, including, but not limited to, daily sales records, sales slips, coupons, purchase orders, any other records that Franchisor may have access to such as records of Franchisee's product purchases maintained by its authorized distributor, payroll records, check stubs, bank statements, monthly sales tax records and returns, cash receipts and disbursements, journals and ledgers in accordance with generally accepted accounting principles and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing.

B. In addition to the remittance reports required by Sections IV. and VIII hereof, Franchisee shall comply with the following reporting obligations:

(1) Upon request, Franchisee shall, at Franchisee's expense, submit to

Franchisor Franchisee's monthly sales tax report for the Franchised Business within twenty (20) days after the end of each requested month.

C. Franchisor or its designees shall have the right at all reasonable times to review, audit, examine, by any appropriate procedures recognizing that the sales of the Franchised Business may be recorded in the same manner as other sales, and copy the books and records, including record of purchases, of Franchisee as maintained by either Franchisee or Franchisee's authorized distributor, as Franchisor may require. In a situation where there is a possible mixing of sales records between Noble Roman's sales and other facility sales, the audit may rely on estimated sales for Noble Roman's based on records of purchases ~~of the authorized distributor~~. If any required royalty payments to Franchisor are delinquent, or if an inspection or audit should reveal that such payments have been understated in any report to Franchisor, then Franchisee shall immediately pay to Franchisor the amount overdue or understated upon demand with interest determined in accordance with the provisions of Section IV.B.(3). If an inspection discloses an understatement in any report of three percent (3%) or more, Franchisee shall, in addition, reimburse Franchisor for all costs and expenses connected with the inspection (including, without limitation, reasonable accounting and attorneys' fees). These remedies shall be in addition to any other remedies Franchisor may have at law or in equity.

D. Franchisee understands and agrees that the receipt or acceptance by Franchisor of any of the statements furnished or royalties paid to Franchisor (or the cashing of any royalty checks) shall not preclude Franchisor from questioning the correctness thereof at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

SECTION XII [This Section Has Been

Reserved] SECTION XIII - DEBTS AND TAXES.

A. Franchisee shall promptly pay when due all Taxes (as defined below), levied or assessed, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business under this Agreement. Without limiting the provisions of Section XV, Franchisee shall be solely liable for the payment of all Taxes and shall indemnify Franchisor for the full amount of all such Taxes and for any liability (including penalties, interest and expenses) arising from or concerning the payment of Taxes, whether Taxes were correctly or legally asserted or not.

B. Each payment to be made to Franchisor hereunder shall be made free and clear and without deduction for any Taxes, except as otherwise required by law. The term "Taxes" means any present or future taxes, levies, imposts, duties or other charges of whatsoever nature, including any interest or penalties thereon, imposed by any government or political subdivision of such government on or relating to the operation of the Franchised Business, the payment of moneys, or the exercise of rights granted pursuant to this Agreement, except Taxes imposed on or measured by Franchisor's net income.

C. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law. However, in no event shall Franchisee permit a tax sale or seizure by levy of execution or similar writ or warrant or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

D. Franchisee shall comply with all federal, state and local laws, rules and regulations and shall timely obtain any and all permits, certificates or licenses necessary for the full and proper conduct of the Franchised Business, including, without limitation, licenses to do business, fictitious name registrations, sales tax permits, fire clearances, health permits, certificates of occupancy and any permits, certificates or licenses required by any environmental law, rule or regulation.

E. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of the Franchised Business.

SECTION XIV - TRANSFER OF INTEREST.

A. Franchisor and its affiliates shall have the right to transfer or assign this Agreement and all or any part of their rights, interests or obligations hereunder or in Franchisor to any person or legal entity. Nothing contained in this Agreement shall require Franchisor to offer any services or products, whether or not relating to the Marks, to Franchisee if Franchisor assigns all of its rights, privileges, duties and obligations under this Agreement.

B. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted rights under this Agreement in reliance on the business skill, financial capacity and personal character of Franchisee. Accordingly, neither Franchisee nor any shareholder owning (directly or beneficially) twenty percent (20%) or more of any class of Franchisee's stock, shall sell, assign, transfer, convey, give away, pledge, mortgage or otherwise encumber any direct or indirect interest in this Agreement, in the Franchised Business, or in Franchisee without the prior written consent of Franchisor. Any purported assignment or transfer, by operation of law or otherwise, made in violation of this Agreement shall be null and void and shall constitute a material event of default under this Agreement.

(1) Franchisee acknowledges and agrees that Franchisor's written consent is reasonable and necessary to assure full performance of the obligations hereunder with respect to an assignment of the Franchised Business.

C. Franchisor will not unreasonably withhold its consent to any transfer or assignment, provided that all of the following conditions are met:

(1) The proposed assignee (and its partners and shareholders if the proposed assignment is not an individual) has a good credit rating and competent business qualifications reasonably acceptable to Franchisor, and Franchisee provides Franchisor with such information as Franchisor may reasonably require to make such a determination;

(2) The proposed assignee or its designated general manager completes Franchisor's training program then in effect for new franchisees;

(3) The proposed assignee (and its partners and shareholders if the proposed assignee is not an individual) executes a franchise agreement and other standard ancillary agreements with Franchisor on the then current standard forms used by Franchisor and a written assignment with Franchisee and Franchisor, in a form satisfactory to Franchisor, assuming all of Franchisee's obligations under this Agreement;

(4) The assignee agrees that the term of any agreements required to be executed by Franchisee or the assignee will be the unexpired term of this Agreement with renewal privileges as provided in this Agreement;

(5) Franchisee satisfies all accrued money obligations of Franchisee to Franchisor or its affiliates and assignees;

(6) Franchisee is not in default under the terms of this Agreement; and

(7) Franchisee or assignee pays Franchisor a transfer fee of Two Thousand Dollars (\$2,000.00).

D. In the event of the death of any shareholder owning (directly and/or beneficially) twenty percent (20%) or more of any class of Franchisee's stock, such individual's heirs, beneficiaries, devisees, or legal representatives, together with all surviving shareholders (herein collectively called the "Survivors") shall, within ninety (90) days of the death:

(1) Apply to Franchisor for the right to continue to operate the Franchised Business for the duration of the term of this Agreement. Franchisor shall grant such application if the Survivors comply with all of the following conditions:

(a) The Survivors have a good credit rating and competent business qualifications and financial qualifications reasonably acceptable to Franchisor, and the Survivors provide Franchisor with such information as Franchisor may reasonably require to make such a determination;

(b) The Survivor's designated general manager, approved by Franchisor, has completed an approved training program conducted by Franchisor or completes Franchisor's training program then in effect for new Franchisees; if the Survivors create a new corporation or entity to assume the franchise, the Survivors execute a franchise agreement, substantially identical to this Agreement, and a written assignment with Franchisor, in a form satisfactory to Franchisor, assuming all of Franchisee's obligations under this Agreement;

(c) The Survivors satisfy all money obligations of Franchisee to Franchisor, its affiliates or assignees; and

(d) Franchisee is not in default under the terms of this Agreement; or

(2) Sell, assign, transfer or convey the individual's interest in compliance with

Section XIV.C of this Agreement. If Franchisor denies the Survivors' timely application for the right to continue to operate the Franchise, the Survivors shall have one hundred eighty (180) days from the date of such denial in which to sell, assign, transfer or convey the individual's interest in compliance with Section XIV.C of this Agreement.

E. Franchisor's consent to a transfer of any interest described herein shall not constitute a waiver of any claims which Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferee.

XV - INDEMNIFICATION.

A. Franchisee shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its affiliates, successors and assigns and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them ("Indemnities"), from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

(1) The violation, breach or asserted violation or breach by Franchisee of any federal, state or local law, regulation, ruling, standard or directive or any industry standard;

(2) The violation or breach by Franchisee or by any of the Principals of any warranty, representation, agreement or obligation in this Agreement or in any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, or the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of any of them; and

(3) Acts, errors, or omissions of Franchisee, any of Franchisee's affiliates, any of the Principals and the respective officers, directors, shareholders, partners, agents, representatives, independent contractors servants and employees of any of them in connection with the establishment and operation of Noble Roman's Pizza, including, but not limited to, any acts, errors or omissions of any of the foregoing in the operation of any motor vehicle. The parties understand and agree that Franchisor cannot and does not exercise control over the manner of operation of any motor vehicles used by, or on behalf of, Franchisee or any employee, agent or independent contractor of Franchisee and that the safe operation of any motor vehicle is, therefore, Franchisee's responsibility .

B. Franchisee agrees to give Franchisor notice of any such action, suit, proceeding, claim, demand, inquiry or investigation. Franchisee further agrees that if Franchisor is made a party to any such action or lawsuit, then, at Franchisor's option, Franchisor may tender the defense and/or prosecution of the case to Franchisee who shall be responsible for diligently pursuing the case or action at Franchisee's expense, or may hire counsel directly to protect its respective interest and bill Franchisee for all costs and reasonable attorney's fees incurred in connection therewith, in which case Franchisee shall reimburse Franchisor for all such costs and expenses incurred.

C. The Indemnities do not assume any liability whatsoever for acts, errors, or omissions of any third party with whom Franchisee, any of the Principals, Franchisee's affiliates or any of the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of Franchisee or its affiliates may contract, regardless of the purpose. Franchisee shall hold harmless and indemnify the Indemnities for all losses and expenses which may arise out of any acts, errors or omissions of Franchisee, any of the Principals, Franchisee's affiliates, the officers, directors, shareholders, partners, agents, representatives, independent contractors and employees of Franchisee and its affiliates and any such other third parties without limitation.

D. Franchisee expressly agrees that the terms of this Section XV shall survive the termination, expiration or transfer of this Agreement or any interest herein.

E. Nothing in this section shall require the Franchisee to indemnify Franchisor for liability caused by the Franchisee's proper reliance on or use of procedures or manuals provided by the Franchisor or caused by the Franchisor's negligence.

SECTION XVI - RELATIONSHIP OF THE PARTIES.

A. The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, joint employer or servant of the other for any purpose.

B. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor conducting its Franchised Business operations pursuant to the rights granted by Franchisor. Franchisee agrees to take such action as shall be necessary to that end, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Noble Roman's Pizza premises established for the purposes hereunder, the content and form of which Franchisor reserves the right to specify in writing.

C. Franchisee understands and agrees that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, or for any act or omission of Franchisee or any claim or judgment arising therefrom.

D. Franchisor shall not have liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor, in connection with sales made, services performed or business conducted by Franchisee.

SECTION XVII - TERMINATION.

A. (1) Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Agreement is a material and essential obligation of Franchisee; that

nonperformance of such obligations will adversely and substantially affect the Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

(2) Except as otherwise provided by law, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Noble Roman's Pizza premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Noble Roman's Pizza shall be sold after levy thereupon by any sheriff, marshal or constable.

(3) Franchisee shall be deemed to be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default beyond the opportunity specified in this Section XVII.A(3), effective immediately upon notice to Franchisee, upon the occurrence of any of the following events:

(a) If Franchisee operates the Noble Roman's Pizza sells any products or services authorized by Franchisor for sale at Noble Roman's Pizza at a location which has not been approved by Franchisor;

(b) If Franchisee fails to construct or remodel Noble Roman's Pizza within the parameters provided to Franchisee pursuant to Section II hereunder adapted;

(c) If Franchisee fails to open the Franchised Business for business as a Noble Roman's within the period specified in Section II.C hereof;

(d) If Franchisee after thirty (30) days written notice from Franchisor fails to undertake all commercially reasonable efforts to operate the Franchised Business so as to achieve optimum sales;

(e) If Franchisee after thirty (30) days written notice from Franchisor fails to comply with all of the standards and specifications of Franchisor relating to operation of Noble Roman's Pizza;

(f) If Franchisee at any time ceases to operate or otherwise abandons the Franchised Business, or loses the right to possession of the premises, or otherwise forfeits the

right to do or transact business in the jurisdiction where Noble Roman's Pizza is located; provided, however, that this provision shall not apply in cases of Force Majeure (acts of God, strikes, lockouts or other industrial disturbances, war, riot, epidemic, fire or other catastrophe or forces beyond Franchisee's control), if through no fault of Franchisee, the premises are damaged or destroyed by an event as described above, provided that Franchisee applies within thirty (30) days after such event, for Franchisor's approval to relocate or reconstruct the premises (which approval shall not be unreasonably withheld) and Franchisee diligently pursues such reconstruction or relocation;

(g) If Franchisee or any of the Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

(h) If Franchisee purports to transfer any rights or obligations under this Agreement to any third party without Franchisor's prior written consent;

(i) If Franchisee or any of its affiliates fails, refuses, or neglects promptly to pay any moneys owing to Franchisor or any of its affiliates, when due under this Agreement or any other agreement, or to submit the financial or other information required by Franchisor under this Agreement and does not cure such default within five (5) days following notice from Franchisor.

(j) If Franchisee or any of the Franchisee's shareholders fail to comply with the covenants in Section X.C hereof or Franchisee fails to obtain execution of the covenants and related agreements required under Section X.C(4) hereof within ten (10) days after being requested to do so by Franchisor.

(k) If, contrary to the terms of Section X.B hereof, Franchisee or any of the Principals discloses or divulges any confidential information provided to Franchisee or the Principals by Franchisor, or fails to obtain execution of covenants and related agreements required under Section X.B(1) hereof within ten (10) days after being requested, in writing, to do so by Franchisor;

(l) If Franchisee knowingly maintains false books or records, or submits any false reports to Franchisor;

(m) If Franchisee breaches in any material respect any of the covenants set forth in Section VII or has falsely made any of the representations or warranties set forth in Section VII;

(n) If Franchisee misuses or makes any unauthorized use of the Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein; provided that, notwithstanding the above, Franchisee shall be entitled to notice of such event of default and shall have five days to cure such default;

(o) If Franchisee, repeatedly commits a material event of default under this Agreement, whether or not such defaults are of the same or different nature and whether or not such defaults have been cured by Franchisee after notice by Franchisor.

(p) If Franchisee offers any pizza and/or breadstick product for sale at the Location other than those items specifically approved by Franchisor.

(q) If at any time the Franchised Business is not being managed by Franchisee or an approved General Manager.

B. Except as provided in Sections XVII.A(2) and (3) of this Agreement, upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination. However, Franchisee may avoid termination by immediately initiating a remedy to cure such default and curing it to Franchisor's satisfaction within the thirty-day period and by promptly providing proof thereof to Franchisor. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty-day period or such longer period as applicable law may require.

C. If Franchisor becomes insolvent or bankrupt and fails to perform in accordance with any material term or condition of this Agreement, and such default continues unremedied for thirty (30) days after Franchisee provides written notice of that default to Franchisor, then this Agreement may be terminated at the option of Franchisee, except as otherwise provided by law, upon notice by Franchisee effective upon receipt of such notice, without prejudice to any and all rights and remedies that Franchisee may have hereunder or provided by applicable law.

SECTION XVIII - POST-TERMINATION.

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

A. Franchisee shall immediately cease to operate Noble Roman's Pizza under this Agreement, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor, nor make public statements or comments regarding any aspect of Noble Roman's Pizza.

B. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures, and techniques associated with the System; the mark "Noble Roman's" the mark "Noble Roman's Pizza"; and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use, without limitation, all signs, advertising materials, paper goods, displays, stationery, trade dress, distinctive forms and any other articles which may or may not display the Marks but which are proprietary to Franchisor.

C. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any of Franchisor's products prepared from the confidential secret recipes of Franchisor, including but not limited to, pizza dough, sauce and breadsticks, and other secret recipe products now or hereafter designated in the manuals or other written directives or other

materials which the Franchisor may issue to the Franchisee from time to time.

D. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the mark "Noble Roman's" or any other service mark or trademark of Franchisor, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

E. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation of the Marks, Distinctive Forms and/or Trade Dress either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake, or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor.

F. Franchisee shall promptly pay all sums owing to Franchisor and its subsidiaries or affiliates. Such sums shall include all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of any default by Franchisee.

G. Franchisee shall pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees, incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Agreement and subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section XVIII.

H. Franchisee shall immediately deliver, at Franchisee's expense, to Franchisor all Manuals, records, files, instructions, correspondence, any computer software licensed by Franchisor, all materials related to operating the Franchised Business, including, without limitation, agreements, invoices, and any and all other materials relating to the operation of Noble Roman's Pizza in Franchisee's possession or control, and all copies thereof (all of which are acknowledged to be Franchisor's property), and shall retain no copy or record of any of the foregoing, except Franchisee's copy of this Agreement and of any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law.

I. Franchisee and its shareholders shall comply with the non-competition covenants and the restrictions on confidential information contained in Section X of this Agreement.

J. Franchisee shall also immediately furnish Franchisor an itemized list of all trade dress items, signs, advertising and sales promotion materials, displays, stationery, distinctive forms and any other articles bearing the Marks or any of Franchisor's distinctive markings, designs, labels, or other marks thereon, whether located in Noble Roman's Pizza or under Franchisee's control at any other location. Franchisee shall immediately return material covered by this paragraph to Franchisor at Franchisee's expense.

K. Title to the Noble Roman's Pizza facade (which embodies Franchisor's Marks and trade dress) shall transfer to Franchisor and Franchisee shall return such facade to Franchisor at Franchisee's expense.

L. All obligations of Franchisor or Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

SECTION XIX - MISCELLANEOUS.

A. Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered or mailed by expedited delivery service or certified or registered mail, return receipt requested, first-class postage prepaid, or sent by prepaid facsimile, e-mail, telegram or telex (provided that the sender confirms the facsimile, e-mail, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission) to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Franchisor:	Noble Roman's, Inc. 6612 E. 75th Street, Suite 450 Indianapolis, Indiana 46250 Attention: Paul W. Mobley, Chairman Facsimile: (317) 685-2294 E-Mail: pmobley@nobleromans.com
Notices to Franchisee:	<hr/> <hr/> <hr/> Attention: _____ Phone: _____ Facsimile: _____ E-Mail: _____

Any notice shall be deemed to have been given at the time of personal delivery or, in the case of facsimile, e-mail, telegram or telex, upon transmission (provided confirmation is sent as described above) or, in the case of expedited delivery service or registered or certified mail, three (3) business days after the date and time of mailing.

B. This Agreement, the documents referred to herein, and the Attachments hereto, constitute the entire, full and complete agreement between Franchisor and Franchisee and the Principals concerning the subject matter hereof and shall supersede all prior related agreements between Franchisor and Franchisee and the Principals. No amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

C. No delay, waiver, omission or forbearance on the part of a party to exercise any right, option, duty or power arising out of any breach or default by the other party or the Principals under this Agreement shall constitute a waiver by the non-breaching party to enforce any such right, option, duty or power against the breaching party, or as to subsequent breach or

default by the breaching party. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Principals of any terms, provisions, covenants or conditions of this Agreement.

D. Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

E. If a Force Majeure event shall occur, then, in addition to payments required under Section XVII.A(3)(e), Franchisee shall continue to be obligated to pay to Franchisor any and all amounts that it shall have duly become obligated to pay in accordance with the terms of this Agreement prior to the occurrence of any Force Majeure event and the Indemnities shall continue to be indemnified and held harmless by Franchisee in accordance with Section XV. Except as provided in Section XVII.A(3)(f) and the immediately preceding sentence herein, none of the parties hereto shall be held liable for a failure to comply with any terms and conditions of this Agreement when such failure is caused by an event of Force Majeure. Upon the occurrence of any event of the type referred to herein, the party affected thereby shall give prompt notice thereof to the other parties, together with a description of the event, the duration for which the party expects its ability to comply with the provisions of the Agreement to be affected thereby and a plan for resuming operation under the Agreement, which the party shall promptly undertake and maintain with due diligence. Such affected party shall be liable for failure to give timely notice only to the extent of damage actually caused.

F. FRANCHISEE AND THE PRINCIPALS HEREBY AGREE THAT SERVICE OF PROCESS MAY BE MADE UPON ANY OF THEM IN ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY INDIANA OR FEDERAL LAW. WITH RESPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED UNDER INDIANA LAW.

G. FRANCHISEE, THE PRINCIPALS AND FRANCHISOR ACKNOWLEDGE THAT THE EXECUTION OF THIS AGREEMENT AND ACCEPTANCE OF THE TERMS BY THE PARTIES OCCURRED IN INDIANAPOLIS, INDIANA, AND FURTHER ACKNOWLEDGE THAT THE PERFORMANCE OF CERTAIN OBLIGATIONS OF FRANCHISEE ARISING UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF MONEYS DUE HEREUNDER AND THE SATISFACTION OF CERTAIN TRAINING REQUIREMENTS OF FRANCHISOR, SHALL OCCUR IN INDIANAPOLIS, INDIANA. FRANCHISOR AND FRANCHISEE AGREE THAT ANY DISPUTES ARISING OUT OF THIS AGREEMENT WILL BE SUMITTED TO A COURT IN INDIANAPOLIS, INDIANA.

H. This Agreement may be executed in multiple counterparts, each of which when so executed shall be an original, and all of which shall constitute one and the same instrument.

I. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to

govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

J. Any obligation of Franchisee or the Principals that contemplates performance of such obligation after termination or expiration of this Agreement or the transfer of any interest of Franchisee or the Principals therein, shall be deemed to survive such termination, expiration or transfer.

K. Except as expressly provided to the contrary herein, each portion, section, part, term and provision of this Agreement shall be considered severable; and if, for any reason, any portion, section, part, term or provision is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, this shall not impair the operation of, or have any other effect upon, the other portions, sections, parts, terms or provisions of this Agreement that may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties; the invalid portions, sections, parts, terms or provisions shall be deemed not to be part of this Agreement; and there shall be automatically added such portion, section, part, term or provision as similar as possible to that which was severed which shall be valid and not contrary to or in conflict with any law or regulation.

L. All references herein to the masculine, neuter or singular shall be construed to include the masculine, feminine, neuter or plural, where applicable. Without limiting the obligations individually undertaken by the Principals under this Agreement, all acknowledgments, promises, covenants, agreements and obligations made or undertaken by Franchisee in this Agreement shall be deemed, jointly and severally, undertaken by all of the Principals.

M. All rights and remedies of the parties to this Agreement shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for herein or which may be available at law or in equity in case of any breach, failure or default or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between Franchisee or any of its affiliates, and Franchisor or any of its affiliates. The rights and remedies of the parties to this Agreement shall be continuing and shall not be exhausted by any one or more uses thereof, and may be exercised at any time or from time to time as often as may be expedient; and any option or election to enforce any such right or remedy may be exercised or taken at any time and from time to time. The expiration, earlier termination or exercise of Franchisor's rights pursuant to Section XVII of this Agreement shall not discharge or release Franchisee or any of the Principals from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination or the exercise of such rights under this Agreement.

N. The term " Principals" shall include, collectively and individually, Franchisee's spouse, if Franchisee is an individual, all officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee), if Franchisee is a partnership, the general partners of the Franchisee, or if Franchisee is a limited liability company, the manager or managers of the Franchisee, whom Franchisor designates as Franchisee's Principals. The initial Franchisee's Principals shall be listed in Attachment C to this Agreement.

O. Each reference in this Agreement to a corporation, limited liability company or

partnership shall be deemed to also refer to any other entity or organization similar thereto. Each reference to the organizational documents, equity owners, directors, and officers of a corporation in this Agreement shall be deemed to refer to the functional equivalents of such organizational documents, equity owners, directors, and officers, as applicable, in the case of a limited liability company or any other entity or organization similar thereto.

P. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors and personnel and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, authorized by Section XIV), any rights or remedies under or as a result of this Agreement.

Q. Notwithstanding any provisions described in the Franchise Disclosure Document or contained in this Agreement, nothing in this Agreement is intended to disclaim the representations made by the Franchisor in the Franchisor's Franchise Disclosure Document.

SECTION XX - ACKNOWLEDGMENTS.

A. Franchisee acknowledges that it has conducted an independent investigation of the business venture contemplated by this Agreement and recognizes that the success of this business venture involves substantial business risks and will largely depend upon the ability of Franchisee.

B. Franchisee acknowledges that Franchisee has received, read and understands this Agreement and the related Attachments and agreements and that Franchisor has afforded Franchisee sufficient time and opportunity to consult with advisors selected by Franchisee about the potential benefits and risks of entering into this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the date first above written.

FRANCHISOR:

Noble Roman's, Inc.,
an Indiana Corporation

ATTEST:

By: _____

Witness

FRANCHISEE:

ATTEST:

By: _____
Name: _____
Title: _____

Witness

~~NOBLE ROMAN'S, INC. FRANCHISE~~
~~AGREEMENT (Noble Roman's Pizza)~~

Franchisee: _____
Date: _____

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EXHIBIT B FINANCIALS

FINANCIAL INFORMATION

The following unaudited condensed consolidated financial statements are included herein:

Unaudited consolidated balance sheets as of December 31, 2023 and as of March 31, 2024
Unaudited consolidated statements of operations for the three-month periods ended March 31, 2022 and 2023.

Unaudited consolidated statements of changes in stockholders' equity for the three-month periods ended March 31, 2022 and 2023.

Unaudited consolidated statements of cash flows for the three-month periods ended March 31, 2022 and 2023

The following audited condensed consolidated financial statements are included herein:

Report of Independent Registered Public Accounting Firm Consolidated balance sheets
~~for~~as of December 31, ~~2021~~2022 and ~~2022~~2023.

Consolidated statements of operations for the twelve ~~-~~-month periods ended
December 31, ~~2020, 2021~~2022 and ~~2022~~2023.

Consolidated statements of changes in stockholders' equity for the twelve-month
periods ended December 31, ~~2020, 2021~~2022 and ~~2022~~2023.

Consolidated statements of cash flows for the twelve month periods ended December 31, ~~2020, 2021~~2022 and ~~2022~~2023.

Notes to consolidated financial statements.

The following audited condensed consolidated financial statements are included herein:

Subsequent to the issuance of the following financial statements, the Company re-stated the previously issued consolidated financial statements for the year ended December 31, 2022 to correct historical errors related to accounts payable and accumulated deficit as of January 1, 2022. See Note 2 to the Company's financial statements for the years ended December 31, 2023 and 2022 for additional information.

Report of Independent Registered Public Accounting Firm

Consolidated balance sheet as of December 31, 2021 and

2022.

Consolidated statement of operations for the twelve-month periods ended December 31, 2020, 2021 and 2022.

Consolidated statement of changes in stockholders' equity for the
twelve-month periods ended December 31, 2020, 2021 and 2022.

Consolidated statement of cash flows for the twelve-month periods ended
December 31, 2021 and 2022.

Notes to consolidated financial statements.

*THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT.
PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED
THAT NO INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE
FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR
FORM.*

Noble Roman's, Inc. and
Subsidiaries Consolidated Balance
Sheets (Unaudited)

December
Asset31,
2023

March
31,
2024

Current assets:

Convertible notes payable	575,000	-
Operating lease liabilities - net of short-term portion	4,378,927	4,167,011
Deferred contract income	1,577,299	1,556,976
Total long-term liabilities	12,664,917	5,723,987
Total liabilities	\$ 16,288,942	\$ 15,899,087

See Note 7 regarding contingencies

Stockholders' equity: Common stock – no par value (40,000,000 shares authorized, 22,215,512 issued and outstanding as of December 31, 2023 and

as of March 31, 2024)	24,840,126	24,843,117
Accumulated deficit	(22,649,243)	(22,735,720)
Total stockholders' equity	2,190,883	2,107,397
Total liabilities and stockholders' equity	\$ 18,479,825	\$ 18,006,484

See accompanying condensed notes to consolidated financial statements (unaudited).

Noble Roman's, Inc. and Subsidiaries Consolidated
Statements of Operations (Unaudited)

Three-Months Ended
March 31,

	<u>2023</u>	<u>2024</u>
Revenue:		
Restaurant revenue - company-owned Craft Pizza & Pub	\$ 2,090,342	\$ 1,995,524
Restaurant revenue - company-owned non-traditional	223,381	238,147
Franchising revenue	987,342	1,425,290
Administrative fees and other	6,738	7,144
Total revenue	3,307,803	3,666,105
Operating expenses: Restaurant expenses - company-owned Craft Pizza & Pub	1,914,821	1,831,444
Restaurant expenses - company-owned non-traditional	121,830	225,760
Franchising expenses (benefit)	(868,946)	489,667
Total operating expenses	1,167,705	2,546,871
Depreciation and amortization	95,517	96,266
General and administrative expenses	518,832	577,286
Defense against activist shareholder	-	13,479
Total expenses	1,782,054	3,233,902
Operating income	1,525,749	432,203
Interest expense	383,289	394,180
Change in fair value of warrants	-	124,500
Income (loss) before income taxes	1,142,460	(86,477)
Income tax expense (benefit)	274,190	-
Net income (loss)	\$ 868,270	\$ (86,477)

Earnings per share - basic

Net income (loss)	\$.04	\$ (.00)
-------------------	--------	----------

Weighted average number of common shares outstanding 22,215,512 22,215,512

Diluted earnings per share:

Net income (loss) (1)	\$.04	\$ (.00)	Weighted average number
of common shares outstanding	23,628,012	22,215,512	

(1) Net loss per share is shown same as basic loss per share because the underlying dilutive securities have anti-dilutive effect.

See accompanying condensed notes to consolidated financial statements (unaudited).

Noble Roman's, Inc. and Subsidiaries Consolidated
Statements of Changes in Stockholders' Equity
(Unaudited)

Three Months Ended March 31,

<u>2024:</u>	<u>Common Stock Shares</u>	<u>Accumulated Deficit</u>	<u>Total</u>	
<u>Balance at December 31, 2023</u>	<u>22,215,512</u>	<u>\$24,840,126</u>	<u>\$(22,649,243)</u>	<u>\$2,190,883</u>
<u>Amortization of value of stock options</u>	<u>2,991</u>	<u>2,991</u>		
<u>Net loss for three months ended March 31, 2024</u>		<u>-</u>	<u>(86,477)</u>	<u>(86,477)</u>
<u>Balance at March 31, 2024</u>	<u>22,215,512</u>	<u>\$24,843,117</u>	<u>\$(22,735,720)</u>	<u>\$2,107,397</u>

Three Months Ended March 31,

2023: Common Stock Shares Accumulated Deficit Total

<u>Balance at December 31, 2022, as restated</u>	<u>22,215,512</u>	<u>\$24,819,736</u>	<u>\$(24,109,527)</u>	<u>\$ 710,209</u>
<u>Amortization of value of stock options</u>		<u>6,395</u>		<u>6,395</u>
<u>Net income for three months ended March 31, 2023</u>			<u>868,270</u>	<u>868,270</u>
<u>Balance at March 31, 2023, as restated</u>	<u>22,215,512</u>	<u>\$24,826,131</u>	<u>\$(23,241,257)</u>	<u>\$1,584,874</u>

See accompanying condensed notes to consolidated financial statements (unaudited)

Noble Roman's, Inc. and Subsidiaries
Consolidated Statements of Cash
Flows (Unaudited)

Three Months Ended March 31,

OPERATING ACTIVITIES

	<u>2023</u>	<u>2024</u>
<u>Net income (loss)</u>	<u>\$ 868,270</u>	<u>\$ (86,477)</u>

<u>Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:</u>		
Change in fair value of warrants	-	124,500
Amortization of value of stock options	6,395	2,991
Depreciation and amortization	194,857	212,051
Amortization of lease cost in excess of cash paid in accordance with ASU 2016-02	25,253	15,818
Deferred income taxes	274,190	-
<u>Changes in operating assets and liabilities:</u>		
(Increase) decrease in:		
Employee Retention Tax Credit	(1,460,444)	-
Accounts receivable	(27,134)	449,143
Inventories	(8,821)	(33,736)
Prepaid expenses	23,453	37,485
Other assets including long-term portion of receivables	(27,422)	51,283
Decrease in deferred contract income	-	(20,306)
Increase in deferred contract cost	-	3,987
Decrease in accounts payable and accrued expenses	(60,834)	(195,164)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	(192,237)	561,575

INVESTING ACTIVITIES

Purchase of property and equipment	(13,336)	(18,832)
NET CASH USED IN INVESTING ACTIVITIES	(13,336)	(18,832)
<u>FINANCING ACTIVITIES</u> Principal payment on Corbel loan	(116,667)	(250,000)
NET CASH USED BY FINANCING ACTIVITIES	(116,667)	(250,000)
(Decrease) Increase in cash	(322,240)	292,743
Cash at beginning of period	785,523	872,335
Cash at end of period	\$ 463,283	\$1,165,078

Supplemental schedule of investing and financing activities

Cash paid for interest \$ 271,160 \$ 278,395

See accompanying condensed notes to consolidated financial statements (unaudited)

Condensed Notes to Consolidated Financial Statements (Unaudited)

Note 1 - The accompanying unaudited interim consolidated financial statements included herein, have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to such rules and regulations. These consolidated statements have been prepared in accordance with the Company’s accounting policies described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2023 (the “2023 Form 10-K”) and should be read in conjunction with the audited consolidated financial statements and the notes thereto included in that report. Unless the context indicates otherwise, references to the “Company” mean Noble Roman’s, Inc. and its subsidiaries.

In the opinion of the management of the Company, the information contained herein reflects all adjustments necessary for a fair presentation of the results of operations and cash flows for the interim periods presented and the financial condition as of the dates indicated, which adjustments are of a normal recurring nature. The results for the three-month period ended March 31, 2024 are not necessarily indicative of the results to be expected for the full year ending December 31, 2024.

Significant Accounting Policies

During the first quarter of 2023 the Company determined that it is entitled to an Employee Retention Tax Credit (“ERTC”) of \$1.718 million and has submitted amended Federal Form 941 returns claiming that refund. The ERTC refund is treated as a government grant reducing appropriate expenses for the \$1.718 million less expenses for applying for the refund of \$258,000, or a net of \$1.460 million, which primarily affected franchising venue as other operating expenses, a much smaller amount to general and administrative expenses and approximately \$83,000 of the refund was to the Company’s subsidiary, RH Roanoke. This refund applied both to Noble Roman’s, Inc. and its subsidiary, RH Roanoke, Inc.

Although the refund was recorded in the first quarter of 2023, it effectively reimbursed for expenses and lost revenue that occurred over several prior quarters which distorts the comparability of the first quarter of 2024 with the first quarter of 2023. To date the Company has received all five quarterly refunds for Roanoke, Inc. and three refunds for 2020 and one of the two quarterly refunds for 2021 for Noble Roman’s, Inc. In recent communications, the Internal Revenue Service (the “IRS”), indicated the final refund claim had been received and was in process, but the IRS had put a temporary hold on all additional returns while the IRS addresses administrative issues in processing refunds generally.

There have been no significant changes in the Company's accounting policies from those disclosed in the 2023 Form 10-K.

Note 2 – As discussed in Note 2 of the Form 10-K for the year ended December 31, 2023, accounts payable and other accrued expenses along with accumulated deficit were restated for the first quarter of 2023 to reflect the balances carried forward from the restated 2022.

Note 3 – Inventory.

Inventory consists of ingredient inventory used to make products in the Company-owned restaurants, marketing materials to sell to franchisees and equipment inventory to be used in future locations. At March 31, 2024 and 2023 inventory consisted of the following:

	<u>As of 3/31/24</u>	<u>As of 3/31/23</u>
<u>Ingredient inventory used to make products in company locations</u>	<u>\$ 182,991</u>	<u>\$ 191,267</u>
<u>Marketing materials</u>	<u>35,692</u>	<u>29,072</u>
<u>Equipment inventory</u>	<u>780,872</u>	<u>786,350</u>
<u>Total</u>	<u>\$ 999,555</u>	<u>\$1,006,689</u>

Note 4 – Royalties and fees included initial franchise fees of \$63,779 (after deferring initial fees of \$52,500 and amortizing \$43,779 of previously deferred fees and receiving \$20,000 in transfer fees) for the three-month period ended March 31, 2024, and \$60,000 for the three-month period ended March 31, 2023. Royalties and fees included equipment commissions of \$66,585 for the three-month period ended March 31,

2024, and \$24,000 for the three-month period ended March 31, 2023. Royalties and fees, including amortized initial franchise fees and equipment commissions, were \$1,456,000 for the three-month period ended March 31, 2024, and \$987,000 for the three-month period ended March 31, 2023. Most of the cost for the services required to be performed by the Company are incurred prior to the franchise fee income being recorded, which is based on a contractual liability of the franchisee.

The deferred contract income was \$1,557,000 and deferred costs were \$1,407,000 as of March 31, 2024.

At December 31, 2023 and March 31, 2024, the carrying values of the Company’s franchise receivables have been reduced to anticipated realizable value. After considering this reduction of carrying value, the Company anticipates that substantially all of its accounts receivable reflected on the consolidated balance sheet as of March 31, 2024, will be collected.

During the three-month period ended March 31, 2024 there were no Company-operated or franchised Craft Pizza & Pub restaurants opened or closed. During the same three-month period 24 new non- traditional outlets opened and two non-traditional outlets closed.

Note 5 - As the Company reported previously, it is pursuing plans to obtain new financing to repay the Corbel loan prior to its maturity in February 2025 and to repay the subordinated notes entirely. There can be no assurance that the Company will be able to refinance the Senior Note on favorable terms or at all. However, based on its credit metrics, including its recent and forecasted earnings before interest, taxes and depreciation and amortization, the Company believes it will be able to complete the refinancing successfully. The Company expects that the new financing would result in a reduction in the interest rate it currently pays on the Corbel loan and to repay the subordinated convertible notes with full amortization of its loans over a longer term and at a lower rate of interest.

Note 6 - The following table sets forth the calculation of basic and diluted earnings per share for the three-month period ended March 31, 2024. The comparability of the three months ended March 31, 2024 and the three months ended March 31, 2023 is reduced because net income of \$868,270 for the three months ended March 31, 2023 included \$1.46 million of expenses reimbursed by the ERTC refund which related to periods before the three months ended March 31, 2023. Without that refund being recorded in the first quarter of 2023, the Company would have had a net loss of approximately \$592,000, or \$(.03) per share. The ERTC refund reflected excess costs and lost revenue incurred by the Company as a result of government restrictions in an attempt to prevent the spread of a novel strain of Coronavirus (“COVID”).

<u>Three Months Ended March 31, 2024</u>	<u>Loss</u>	<u>Shares</u>	<u>Per-Share</u>
	<u>(Numerator)</u>	<u>(Denominator)</u>	<u>Amount</u>
<u>Net loss</u>	<u>\$ (86,477)</u>	<u>22,215,512</u>	<u>\$ (0.00)</u>
<u>Effect of dilutive securities</u>			
<u>Stock and warrant dilution</u>		<u>142,943</u>	
<u>Convertible notes</u>	<u>14,375</u>	<u>1,150,000</u>	<u>—</u>
<u>Diluted earnings per share</u>			
<u>Net loss (1)</u>	<u>\$ (72,102)</u>	<u>22,215,512</u>	<u>\$ (0.00)</u>

(1) Net loss per share is shown same as basic loss per share because the underlying dilutive securities have anti-dilutive effect.

The following table sets forth the calculation of basic and diluted earnings per share for the three-month period ended March 31, 2023:

<u>Three Months Ended March 31, 2023</u>	<u>Income</u>	<u>Shares</u>	<u>Per-Share</u>
	<u>(Numerator)</u>	<u>(Denominator)</u>	<u>Amount</u>
<u>Net income</u>	<u>\$ 868,270</u>	<u>22,215,512</u>	<u>\$ 0.04</u>
<u>Effect of dilutive securities</u>			
<u>Stock option and warrant dilution</u>		<u>162,500</u>	
<u>Convertible notes</u>	<u>15,625</u>	<u>1,250,000</u>	
<u>Diluted earnings per share</u>			
<u>Net income</u>	<u>\$ 883,895</u>	<u>23,628,012</u>	<u>\$ 0.04</u>

Note 7 – On February 7, 2020, the Company entered into a Senior Secured Promissory Note and Warrant Purchase Agreement (as amended, the “Agreement”) with Corbel Capital Partners SBIC, L.P. (the “Purchaser” or “Corbel”). Pursuant to the Agreement, the Company issued to the Purchaser a senior secured promissory note (as amended, the “Senior Note”) in the initial principal amount of \$8.0 million. The Company has used the net proceeds of the Agreement as follows: (i) \$4.2 million was used to repay the Company’s then-existing bank debt which was in the original amount of \$6.1 million; (ii) \$1,275,000 was used to repay the portion of the Company’s existing subordinated convertible debt the maturity date of which most had not previously been extended; (iii) to pay debt issuance costs; and (iv) the remaining net proceeds were used for working capital or other general corporate purposes, including development of new Company-owned Craft Pizza & Pub locations.

The Senior Note bears cash interest of SOFR, as defined in the Agreement, plus 7.75% for an aggregate rate of 13.06% at March 31, 2024 and 11.07% at March 31, 2023. In addition, the Senior Note requires payment-in-kind interest (“PIK Interest”) of 3% per annum, which is being added to the principal amount of the Senior Note. Interest is payable in arrears on the last calendar day of each month. Beginning in March 2023, the Senior Note requires principal payments of \$83,333 per month continuing until maturity in February 2025, all payments were current as of March 31, 2024.

In conjunction with the borrowing under the Senior Note, the Company issued to the Purchaser a warrant (as amended, the “Corbel Warrant”) to purchase up to 2,250,000 shares of Common Stock. The Corbel Warrant entitles the Purchaser to purchase from the Company, at any time or from time to time: (i) 1,200,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 1”), (ii) 900,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 2”), and (iii) 150,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 3”). Cashless exercise of the Corbel Warrant is only permitted with respect to Tranche 3. The Purchaser has the right, within six months after the issuance of any shares under the Corbel

Warrant, to require the Company to repurchase such shares for cash or for put notes, at the Company's discretion. The Corbel Warrant expires on the seventh anniversary of the date of its issuance.

At March 31, 2024, the balance of the Senior Note was comprised of:

<u>Principal</u>	<u>\$ 7,349,095</u>
<u>Unamortized Warrant Discount and Loan Closing Cost</u>	<u>(320,576)</u>
<u>Carrying Value</u>	<u>\$ 7,028,519</u>

See Note 8 for change in the value of the warrant.

Note payments are all current and in compliance with the covenants.

Note 8 – Change in fair value of warrants. Warrant liability using the Black-Scholes method of calculation was included in the balance sheet on December 31, 2023 as \$540,650. At the end of each quarter, including the quarter ended March 31, 2024, the Company is to revalue the warrant liability according to the Black-Scholes method of calculation. That calculation determined the warrant liability as of March 31, 2024 was \$665,150, therefore a change in the fair value of the warrant of \$124,500 was recorded as other non-cash expense on the Consolidated Statement of Operations.

Note 9 – The Company, from time to time, is or may become involved in litigation or regulatory proceedings arising out of its normal business operations.

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Noble Roman's, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Noble Roman's, Inc. and subsidiaries (the Company) as of December 31, 2023 and the related consolidated statements of operations, changes in stockholders' equity, and cash flows for the year then ended and the related consolidated notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and the results of its operations and its cash flows for the year ended December 31, 2023, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audit included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our

audit provides a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters to be communicated, are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments.

Valuation of Deferred Tax Assets

As described in Notes 1 and 9 to the consolidated financial statements, the Company's deferred tax asset was \$3.4 million at December 31, 2023.

We identified the valuation of deferred tax assets as a critical audit matter. Specifically, management is required to make significant judgments and assumptions to estimate forecasted taxable income. Auditing these elements involved especially challenging and subjective auditor judgment due to the nature and extent of audit effort required to address these matters.

The primary procedures we performed to address this critical audit matter included:

- Understanding the design of controls relating to management's assessment of forecasted taxable income.
- Testing the completeness and accuracy of historical taxable income.
- Evaluating the assessment of forecasted taxable income through consideration of recent performance trends.

We agreed with management's assessment for the year ended December 31, 2023 which concluded the valuation allowance in place was reasonable.

Other Matter

The consolidated financial statements of the Company as of and for the year ended December 31, 2022, before the restatement described in Note 2, were audited by another auditor whose report was dated April 13, 2023 and expressed an unmodified opinion on those statements.

As part of our audit of the December 31, 2023 consolidated financial statements, we also audited the restatement of the accrued liabilities account as described in Note 2 that were applied to restate the 2022 consolidated financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review, or apply any procedures to the 2022 consolidated financial statements of the Company other than with respect to these adjustments described in Note 2 and, accordingly, we do not express an opinion or any other form of assurance on the 2022 consolidated financial statements as a whole.

Assurance Dimensions

We have served as the Company's auditor since 2023.

Margate, Florida

May 16, 2024

Consolidated Balance Sheets Noble Roman's, Inc. and Subsidiaries

December 31,

<u>Assets</u>	<u>2022 (As Restated)</u>	<u>2023</u>
<u>Current assets:</u>		
<u>Cash</u>	<u>\$ 785,522</u>	<u>\$ 872,335</u>
<u>Employee Retention Tax Credit Receivable</u>	<u>-</u>	<u>507,726</u>
<u>Accounts receivable - net</u>	<u>824,091</u>	<u>1,169,446</u>
<u>Inventories</u>	<u>997,868</u>	<u>965,819</u>
<u>Prepaid expenses</u>	<u>424,822</u>	<u>318,195</u>
<u>Total current assets</u>	<u>3,032,303</u>	<u>3,833,521</u>

Property and equipment:

Equipment	4,351,558	4,386,430
Leasehold improvements	3,116,030	3,130,430
Construction and equipment in progress	63,097	-
	7,530,685	7,516,860
Less accumulated depreciation and amortization	2,817,477	3,196,993
Net property and equipment	4,713,208	4,319,867
Deferred tax asset	3,374,841	3,374,841
Deferred contract costs	934,036	1,403,299
Goodwill	278,466	278,466
Operating lease right of use assets	5,660,155	4,930,014
Other assets	350,189	339,817
Total assets	\$ 18,343,198	\$ 18,479,825

Liabilities and Stockholders' Equity**Current liabilities:**

Accounts payable and accrued expenses	\$ 1,807,035	\$ 1,284,210
Current portion of operating lease liability	799,164	799,165
Current portion of Corbel loan payable	866,667	1,000,000
Warrant liability	29,037	540,650
Total current liabilities	3,501,903	3,624,025
Long-term obligations: Loan payable to Corbel net of current portion	7,470,900	6,133,691
Convertible notes payable	622,864	575,000
Operating lease liabilities – net of current portion	5,103,286	4,378,927
Deferred contract income	934,036	1,577,299
Total long-term liabilities	14,131,086	12,664,917
Total liabilities	\$ 17,632,989	\$ 16,288,942
See Note 12 regarding Contingencies		

Stockholders' equity: Common Stock – no par value (40,000,000 shares

authorized, 22,215,512 issued and outstanding as of		
December 31, 2022 and December 31, 2023)	24,819,736	24,840,126
Accumulated deficit	(24,109,527)	(22,649,243)
Total stockholders' equity	710,209	2,190,883
Total liabilities and stockholders' equity	\$ 18,343,198	\$ 18,479,825

*See accompanying notes to consolidated financial statements.***Consolidated Statements of Operations Noble Roman's, Inc.
and Subsidiaries**

	<u>Year Ended December 31,</u>	
	<u>2022 (As Restated)</u>	<u>2023</u>
	\$ 9,704,169	
Restaurant revenue - company-owned restaurants		\$ 8,744,158
Restaurant revenue - company-owned non-traditional	712,517	934,662
Franchising revenue	4,002,824	4,665,187
Administrative fees and other	33,255	29,567
Total revenue	14,452,765	14,373,574
Operating expenses: Restaurant expenses - company-owned restaurants	8,516,405	7,813,176

<u>Restaurant expenses - company-owned non-traditional</u>	<u>704,665</u>	<u>792,532</u>
<u>Franchising expenses</u>	<u>2,185,751</u>	<u>231,695</u>
<u>Total operating expenses</u>	<u>11,406,821</u>	<u>8,837,403</u>
<u>Depreciation and amortization</u>	<u>450,550</u>	<u>379,516</u>
<u>General and administrative</u>	<u>2,167,678</u>	<u>1,548,878</u>
<u>Defense against activist shareholder</u>	<u>-</u>	<u>168,092</u>
<u>Total expenses</u>	<u>14,025,049</u>	<u>10,933,889</u>
<u>Operating income</u>	<u>427,716</u>	<u>3,439,685</u>
<u>Interest expense</u>	<u>1,884,147</u>	<u>1,744,488</u>
<u>Change in fair value of warrants</u>	<u>-</u>	<u>234,913</u>
<u>Net income (loss) before income taxes</u>	<u>(1,456,431)</u>	<u>1,460,284</u>
<u>Income tax expense (benefit)</u>	<u>(142,435)</u>	<u>-</u>
<u>Net income (loss)</u>	<u>\$ (1,313,996)</u>	<u>\$ 1,460,284</u>

Income (loss)per share - basic: Net income (loss) \$ (.06) \$.07

Weighted average number of common shares outstanding 22,215,512 22,215,512

Diluted income (loss)per share: Net income (loss) (1) \$ (.06) \$.06 Weighted average number of common shares outstanding 22,215,512 23,599,853

(1) Net loss per share is shown the same as basic loss per share because the underlying dilutive securities have anti-dilutive effect.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Stockholders' Equity
Noble Roman's, Inc. and Subsidiaries

	<u>Shares</u>	<u>Amount</u>	<u>Deficit</u>	<u>Total</u>
<u>Balance at December 31, 2021</u>	<u>22,215,512</u>	<u>\$24,791,568</u>	<u>\$(21,897,004)</u>	<u>\$2,894,564</u>
<u>Adjustment to accumulated deficit</u> <u>(1)</u>			<u>(898,527)</u>	<u>(898,527)</u>
<u>2022 net loss (restated)</u>			<u>(1,313,996)</u>	<u>(1,313,996)</u>
<u>Amortization of value of</u> <u>stock options</u>	_____	<u>28,168</u>	_____	<u>28,168</u>
<u>Balance at December 31, 2022 as</u> <u>restated</u>	<u>22,215,512</u>	<u>24,819,736</u>	<u>\$(24,109,527)</u>	<u>\$710,209</u>
<u>2023 net income</u>				<u>1,460,284</u>
<u>Amortization of value of</u> <u>stock options</u>	_____	<u>20,390</u>	_____	<u>20,390</u>
<u>Balance at December 31, 2023</u>	<u>22,215,512</u>	<u>\$24,840,126</u>	<u>\$(22,649,243)</u>	<u>\$2,190,883</u>

(1) Prior to 2019, accounts payable and accrued expenses were understated by \$898,527 and this entry was made to increase accounts payable and accrued expenses and to increase the deficit in the accumulated deficit account.

See accompanying notes to consolidated financial statements...

Consolidated Statements of Cash Flows Noble Roman’s, Inc. and
Subsidiaries

Year ended December 31,

<u>OPERATING ACTIVITIES</u>	<u>2022 (As Restated)</u>	<u>2023</u>
Net income (loss)	\$ (1,313,996)	\$ 1,460,284
<u>Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:</u>		
Stock compensation	28,168	20,390
Change in fair value of warrants	-	234,913
Depreciation and amortization	450,550	379,516
Amortization of loan closing cost and PIK interest	492,427	520,533
Deferred contract revenue	123,992	643,271
Deferred revenue contract cost	(123,992)	(469,263)
Amortization of lease cost in excess of cash paid	18,552	5,783
Deferred income taxes	(142,435)	-
<u>Changes in operating assets and liabilities (Increase) decrease in:</u>		
Employee retention tax credit receivables	-	(507,726)
Accounts receivable	52,216	(345,373)
Inventories	(3,783)	32,049
Prepaid expenses	(9,514)	106,627
Other assets including long-term portion of accounts receivable	122,804	10,372
Increase in: Accounts payable and accrued expenses	334,595	(522,825)
<u>NET CASH PROVIDED BY OPERATING ACTIVITIES</u>	<u>29,584</u>	<u>1,568,551</u>
<u>INVESTING ACTIVITIES</u>		
Purchase of property and equipment	(507,575)	13,825
<u>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</u>	<u>(507,575)</u>	<u>13,825</u>
<u>FINANCING ACTIVITIES</u>		
Payment of principal on Corbel loan	-	(1,445,563)
Payment of principal on convertible notes	-	(50,000)
<u>NET CASH USED BY FINANCING ACTIVITIES</u>	<u>-</u>	<u>(1,495,563)</u>
Increase (decrease) in cash	(477,991)	86,813
Cash at beginning of year	1,263,513	785,522
Cash at end of year	\$ 785,522	\$ 872,335

Supplemental Schedule of Non-Cash Investing and Financing Activities:

None.

Cash interest paid in 2023 was \$875 thousand. No income taxes were paid in 2023.

Cash interest paid in 2022 was \$1.1 million.

Revaluation of warrants in 2023 was \$276,210.

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements
Noble Roman’s, Inc. and Subsidiaries
December 31, 2023 and 2022

Note 1: Summary of Significant Accounting Policies

Organization: The Company, with two wholly-owned subsidiaries, sells and services franchises and licenses and operates Company-owned stand-alone restaurants and non-traditional foodservice operations under the trade names “Noble Roman’s Pizza”, “Noble Roman’s Craft Pizza & Pub” and “Tuscano’s Italian Style Subs”. Unless the context otherwise indicates, reference to the “Company” are to Noble Roman’s, Inc. and its wholly-owned subsidiaries.

Principles of Consolidation: The consolidated financial statements include the accounts of Noble Roman’s, Inc. and its wholly-owned subsidiaries, RH Roanoke, Inc. and Pizzaco, Inc. (inactive). Inter-company balances and transactions have been eliminated in consolidation.

Inventories: Inventories consist of food, beverage, restaurant supplies, restaurant equipment and marketing materials and are stated at the lower of cost (first-in, first-out) or net realizable value.

Property and Equipment: Equipment and leasehold improvements are stated at cost. Depreciation and amortization are computed on the straight-line method over the estimated useful lives ranging from five years to 20 years. Leasehold improvements are amortized over the shorter of estimated useful life or the term of the lease including likely renewals. Construction and equipment in progress are stated at cost for leasehold improvements, equipment for a new restaurant being constructed and for pre-opening costs of any restaurant not yet open as of the date of the statements.

Franchise Support Costs: Certain direct costs of franchising operations are charged to franchise expense and also to deferred contract costs which are amortized over the life of each franchise.

Leases: The Company determines if an arrangement is a lease at inception. Operating leases are included in right-of-use assets ("ROU"), and lease liability obligations are included in the Company's balance sheets. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liability obligations represent its obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As the Company's leases typically do not provide an implicit rate, the Company estimates its incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The Company uses the implicit rate when readily determinable. The ROU asset also includes in the lease payments made and excludes lease incentives and lease direct costs. The Company's lease term may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense is recognized on a straight-line basis over the lease term.

Deferred Revenue: The upfront fees for franchise locations are credited to deferred contract income and amortized over the life of the individual franchises.

Cash: Includes actual cash balance. The cash is not pledged nor are there any withdrawal restrictions.

Accounts receivables are evaluated for collectability. The Company accounts for credit losses in accordance with Accounting Standards Codification (“ASC”) Topic 326, Financial Instruments – Credit Losses (“ASC Topics 326”). ASC Topic 326 impacts the impairment model of certain financial assets measured at amortized cost by requiring a current expected credit loss (“CECL”) methodology to estimate expected credit losses over the entire life of the financial asset, recorded at inception or purchase. The Company has the ability to determine there are no expected credit

losses in certain circumstances. The Company identified accounts receivable, prepaid expenses and other assets which are carried at amortized cost as in scope for consideration under ASC Topic 326.

Advertising Costs: The Company records advertising costs consistent with the Financial Accounting Standards Board's (the "FASB") ASC "Other Expense" topic and "Advertising Costs" subtopic. This statement requires the Company to expense advertising production costs the first time the production material is used.

Fair Value Measurements and Disclosures: The Fair Value Measurements and Disclosures topic of the FASB's ASC requires companies to determine fair value based on the price that would be received to sell the assets or paid to transfer to liability to a market participant. The fair value measurements and disclosure topic emphasis that fair value is a market based measurement, not an entity specific measurement. The guidance requires that assets and liabilities carried at fair value be classified and disclosed in one of the following categories:

Level One: Quoted market prices in active markets for identical assets or liabilities.

Level Two: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level Three: Unobservable inputs that are not corroborated by market data.

Use of Estimates: The preparation of the consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. In 2020, in light of the additional uncertainty created as a result of the COVID-19 pandemic, the Company decided to create a reserve for collectability on all long-term franchisee receivables. The Company will continue to pursue collection where circumstances are appropriate and all collections of these receivables in the future will result in additional income at the time received or otherwise secured. The Company evaluates its property and equipment and related costs periodically to assess whether any impairment indications are present, including recurring operating losses and significant adverse changes in legal factors or business climate that affect the recovery of recorded value. If any impairment of an individual asset is evident, a loss would be provided to reduce the carrying value to its estimated fair value.

Debt Issuance Costs: Debt issuance cost is presented on the balance sheet as a direct reduction from the carrying amount of the associated liability. Debt issuance costs are amortized to interest expense ratably over the term of the applicable debt. The unamortized debt issuance cost at December 31, 2023 was \$373,013.

Intangible Assets: The Company recorded goodwill of \$278,000 as a result of the acquisition of RH Roanoke, Inc. of certain assets of a former franchisee of the Company. Goodwill has an indeterminable life and is assessed for impairment at least annually and more frequently as triggering events may occur. In making this assessment, management relies on a number of factors including operating results, business plans, economic projections, anticipated future cash flows, and transactions and marketplace data. Any impairment losses determined to exist are recorded in the period the determination is made. There are inherent uncertainties related to these factors and management's judgment is involved in performing goodwill and other intangible

assets valuation analysis, thus there is risk that the carrying value of goodwill and other intangible assets may be overstated or understated. The Company has elected to perform the annual impairment assessment of recorded goodwill as of the end of the Company’s fiscal year. The results of this annual impairment assessment indicated that the fair value of the reporting unit as of December 31, 2023, exceeded the carrying or book value, including goodwill, and therefore recorded goodwill was not subject to impairment.

Long Lived Assets: The Company reviews long lived assets on an annual basis to determine if there has been any impairment in value. The Company has determined there has been no impairment of value in the recorded fixed assets.

Franchising Revenue: This includes royalty income, amortized franchise fee income in accordance with ASC 606, commissions on equipment, marketing allowances and other miscellaneous income. Royalties are generally recognized as income monthly based on a percentage of monthly sales of franchised or licensed restaurants and from audits and other inspections as they come due and payable by the franchisee. Fees from the retail products in grocery stores are recognized monthly based on the distributors’ sale of those retail products to the grocery stores or grocery store distributors.

Administrative fees are recognized as income monthly as earned. The Company adopted Accounting Standards Update (“ASU”) 2014-09 effective January 2018 which did not materially affect the Company’s recognition of royalties, fees from the sale of retail products in grocery stores, administrative fees or sales from Company-owned restaurants. However, initial franchise fees and related contract costs, as defined in the franchise agreements, are now deferred and amortized on a straight-line basis over the term of the franchise agreements, generally five to ten years.

Income Taxes: The Company provides for current and deferred income tax liabilities and assets utilizing an asset and liability approach along with a valuation allowance as appropriate. The Company, at December 31, 2022 and December 31, 2023, had net deferred tax assets on its balance sheet totaling \$3.4 million. Based on the Company’s review of its available tax credits and 2023 taxable income, the Company believes it is more likely than not that the deferred tax assets will be utilized prior to their expiration.

U.S. generally accepted accounting principles require the Company to examine its tax positions for uncertain positions. Management is not aware of any tax positions that are more likely than not to change in the next 12 months, or that would not sustain an examination by applicable taxing authorities. The Company’s federal and various state income tax returns for 2020 through 2023 are subject to examination by the applicable tax authorities, generally for three years after the later of the original or extended due date.

Basic and Diluted Net Income Per Share: Net income (loss) per share is based on the weighted average number of common shares outstanding during the respective year. When dilutive, stock options and warrants are included as share equivalents using the treasury stock method.

The following table sets forth the calculation of basic and diluted loss per share for the year ended December 31, 2022:

	<u>Loss (Numerator)</u>	<u>Shares (Denominator)</u>	<u>Per Share Amount</u>
<u>Net loss per share – basic</u>			
<u>Net loss</u>	\$ (1,313,996)	22,215,512	\$ (.06)
<u>Effect of dilutive securities</u>			
<u>Options and warrants</u>	=	47,038	

<u>Convertible Notes</u>	<u>62,500</u>	<u>1,250,000</u>	
<u>Diluted net loss per share</u>			
<u>Net loss (1)</u>	<u>\$ (1,251,496)</u>	<u>23,512,550</u>	<u>\$ (.06)</u>

(1) Net loss per share is shown the same as basic loss per share because the underlying dilutive securities have anti-dilutive effect.

The following table sets forth the calculation of basic and diluted income per share for the year ended December 31, 2023:

	<u>Income (Numerator)</u>	<u>Shares (Denominator)</u>	<u>Per Share Amount</u>
<u>Net income per share – basic</u>			
<u>Net income</u>	<u>\$ 1,460,284</u>	<u>22,215,512</u>	<u>\$.07</u>
<u>Effect of dilutive securities</u>			
<u>Options and warrants</u>	<u>=</u>	<u>134,341</u>	
<u>Convertible Notes</u>	<u>57,500</u>	<u>1,250,000</u>	
<u>Diluted net loss per share</u>			
<u>Net income</u>	<u>\$ 1,517,784</u>	<u>23,599,853</u>	<u>\$.06</u>

Stock-based compensation – The Company accounts for all compensation related to stock, options or warrants using a fair value based method whereby compensation cost is measured at the grant date based on the value of the award and is recognized over the service period, which is usually the vesting period. The Company uses the Black-Scholes valuation model to calculate the fair value of options and warrants issued to both employees and non-employees. Stock issued for compensation is valued on the effective date of the agreement in accordance with generally accepted accounting principles, which includes determination of the fair value of the share-based transaction. The fair value is determined through use of the quoted stock price.

Employee Retention Credit: The employee retention credit (“ERC”) is a refundable tax credit that businesses can claim on qualified wages paid to employees. The program was introduced in March 2020 in the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) to incentivize employees to keep their employees on their payroll during the pandemic and economic shutdown. The credit applies to all qualified wages, including certain health plan expenses, paid during the period in which the operations were fully or partially suspended due to a government shutdown order or where there was significant decline in gross receipts.

When first established under the CARES Act, the tax credit was equal to 50% of the qualified wages an eligible employer paid to employees after March 12, 2020 and before January 1, 2021. The credit was also limited to a maximum annual per employee credit of \$5,000. The credit was then extended through June 30, 2021 by the Tax Payer Certainty and Disaster Relief Act (“Relief Act”) (Division EE of the Consolidated Appropriations Act). The Relief Act modified the credit to be 70% of up to \$10,000 of qualified wages per quarter in 2021 through June 30, 2021. The program was further extended through December 31, 2021 by the American Rescue Plan Act of 2021 (“ARPA”) but was retroactively cut short by the Infrastructure Investment and Jobs Act, ending effective September 30, 2021.

During the first quarter 2023 the Company determined that it is entitled to an ERC of \$1.718 million and has submitted amended federal Form 941 returns claiming that refund. The ERC refund is treated as a government grant reducing appropriate expenses for the \$1.718 million less expenses for applying for the refund of \$258,000 or a net of \$1.460 million which primarily

affected franchising venue as other operating expenses. This refund applied both to Noble Roman’s, Inc. and its subsidiary, RH Roanoke, Inc. To date the Company has received all five quarterly refunds for Roanoke, Inc. and three refunds for 2020 and one of the two quarterly refunds for 2021 for Noble Roman’s, Inc. In recent communications, the Internal Revenue Service, indicated the final refund claim had been received and was in process, but the Commissioner had put a temporary hold on all additional returns while IRS addresses administrative issues in processing refunds generally.

Note 2: Restatement of Previously Issued Consolidated Financial Statements

The Company restated the previously issued consolidated financial statement in its Form 10-K for the year ended December 31, 2022 to correct historical error related to accounts payable and accumulated deficit as of January 1, 2022 and for the year then ended. This misstatement consisted of underreported accounts payable and an understatement of accumulated deficit, which related to years which occurred prior to 2020 and carried forward to 2022. Please refer to the Explanatory Note prior to Part I of this Form 10-K. Also shown in the Explanatory Note is a table showing the effect of the restated amount to the consolidated balance sheet as of that date.

Description of Restatement Tables

The following tables represent our restated consolidated balance sheets, consolidated statements of operations, and consolidated statements of cash flows as of December 31, 2022 and for the year then ended.

Following the restated consolidated financial statement tables, we have presented a reconciliation from our prior periods as previously reported to the restated values. The values as previously reported for the year ended December 31, 2022 were derived from our 2022 Annual Report on Form 10-K, filed on April 13, 2023.

Balance Sheet as of December 31, 2022

	<u>As Filed</u>	<u>As Restated</u>
<u>Total current assets</u>	<u>\$ 3,032,303</u>	<u>\$ 3,032,303</u>
<u>Net property and equipment</u>	<u>4,713,208</u>	<u>4,713,208</u>
<u>All other assets</u>	<u>10,597,687</u>	<u>10,597,687</u>
<u>Total assets</u>	<u>18,343,198</u>	<u>18,343,198</u>
<u>Accounts payable and accrued expenses</u>	<u>650,582</u>	<u>1,807,035</u>
<u>All other current liabilities</u>	<u>1,665,831</u>	<u>1,665,831</u>
<u>Total current liabilities</u>	<u>2,316,413</u>	<u>3,472,866</u>
<u>All long-term liabilities</u>	<u>14,160,123</u>	<u>14,160,123</u>
<u>Common stock</u>	<u>24,819,736</u>	<u>24,819,736</u>
<u>Accumulated deficit</u>	<u>(22,953,074)</u>	<u>(24,109,527)</u>
<u>Total liability and stockholders equity</u>	<u>\$18,343,198</u>	<u>\$18,343,198</u>

Consolidated Statement of Operations for the year ended December 31, 2022

	<u>As Filed</u>	<u>As Restated</u>
<u>Total revenue</u>	<u>\$ 14,452,765</u>	<u>\$ 14,452,765</u>
<u>Total operating expenses</u>	<u>11,406,821</u>	<u>11,406,821</u>
<u>Other expenses</u>	<u>2,618,228</u>	<u>2,618,228</u>

<u>Operating income</u>	<u>427,716</u>	<u>427,716</u>
<u>Interest</u>	<u>1,626,221</u>	<u>1,884,147</u>
<u>Net income (loss) before taxes</u>	<u>(1,198,505)</u>	<u>(1,456,431)</u>
<u>Income tax (benefit)</u>	<u>(142,435)</u>	<u>(142,435)</u>
<u>Net (loss)</u>	<u>\$ (1,156,070)</u>	<u>\$ (1,313,996)</u>

Consolidated Statement of Cash Flows for the year ended December 31, 2022

	<u>As Filed</u>	<u>As Restated</u>
<u>Net (loss)</u>	<u>\$ (1,056,070)</u>	<u>\$ (1,313,996)</u>
<u>Depreciation and amortization, deferred contract revenue, deferred contract cost, amortization of lease in excess of cash paid, deferred income taxes, accounts receivable, inventories, prepaid expenses and other assets</u>	<u>1,008,985</u>	<u>1,008,985</u>
<u>Accounts payable and accrued expenses</u>	<u>76,669</u>	<u>334,595</u>
<u>Cash provided by operating activity</u>	<u>29,584</u>	<u>29,584</u>
<u>Cash used in investing activities</u>	<u>(507,575)</u>	<u>(507,575)</u>
<u>Cash used in financing activities</u>	<u>-</u>	<u>-</u>
<u>(Decrease) in cash</u>	<u>(477,991)</u>	<u>(477,991)</u>
<u>Cash at beginning of year</u>	<u>1,263,513</u>	<u>1,263,513</u>
<u>Cash at end of year</u>	<u>\$ 785,522</u>	<u>\$ 785,522</u>

Note 3: Inventory

Inventory consists of ingredient inventory used to make products in the Company-owned restaurants, marketing materials to sell to franchisees and equipment inventory to be used in future locations. At December 31, 2023 and 2022 inventory consisted of the following:

	<u>2023</u>	<u>2022</u>
<u>Ingredient inventory used to make products in company locations</u>	<u>\$ 157,861</u>	<u>\$ 178,372</u>
<u>Marketing materials</u>	<u>27,086</u>	<u>33,146</u>
<u>Equipment inventory</u>	<u>780,872</u>	<u>786,350</u>
<u>Total</u>	<u>\$ 965,819</u>	<u>\$ 997,868</u>

Note 4: Accounts Receivable

At December 31, 2022 and 2023, the carrying value of the Company's accounts receivable has been reduced to anticipated realizable value. As a result of this reduction of carrying value, the Company anticipates that substantially all of its receivables reflected on the Consolidated Balance Sheets as of December 31, 2022 and 2023 will be collected, therefore no reserve has been recorded.

Other assets, as of December 31, 2023, include security deposits and other miscellaneous assets in the amount of \$122,000 and cash value of life insurance in the amount of \$218,000.

Note 5: Property and Equipment

A summary of property and equipment as of December 31, 2023 and 2022 is as follows:

	2023	2022
Equipment	\$ 4,386,430	\$ 4,351,558
Leasehold improvements	3,130,430	3,116,030
Construction and equipment in progress	-	63,097
Total before depreciation and amortization	7,516,860	7,530,685
Less accumulated depreciation and amortization	(3,196,993)	(2,817,477)
Net property and equipment	\$ 4,319,867	\$ 4,713,208

Note 6: Notes Payable

On February 7, 2020, the Company entered into a Senior Secured Promissory Note and Warrant Purchase Agreement (as amended, the “Agreement”) with Corbel Capital Partners SBIC, L.P. (the “Purchaser”). Pursuant to the Agreement, the Company issued to the Purchaser a senior secured promissory note (as amended, the “Senior Note”) in the initial principal amount of \$8.0 million. The Company has used the net proceeds of the Agreement as follows: (i) \$4.2 million was used to repay the Company’s then-existing bank debt which was in the original amount of \$6.1 million; (ii) \$1,275,000 was used to repay the portion of the Company’s existing subordinated convertible debt the maturity date of which most had not previously been extended; (iii) debt issuance costs; and (iv) the remaining net proceeds were used for working capital or other general corporate purposes, including development of new Company-owned Craft Pizza & Pub locations.

The Senior Note bears cash interest of SOFR, as defined in the Agreement, plus 7.75% which was 13.08% at December 31, 2023 and 11.07% at December 31, 2022. In addition, the Senior Note requires payment-in-kind interest (“PIK Interest”) of 3% per annum, which is being added to the principal amount of the Senior Note. Interest is payable in arrears on the last calendar day of each month. The Senior Note requires principal payments of \$33,333 in February 2023 and beginning in March 2023 principal payments of \$83,333 per month continuing until maturity in February 2025.

In conjunction with the borrowing under the Senior Note, the Company issued to the Purchaser a warrant (as amended, the “Corbel Warrant”) to purchase up to 2,250,000 shares of Common Stock. The Corbel Warrant, as amended, entitles the Purchaser to purchase from the Company, at any time or from time to time: (i) 1,200,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 1”), (ii) 900,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 2”), and (iii) 150,000 shares of Common Stock at an exercise price of \$0.30 per share (“Tranche 3”). Cashless exercise of the Corbel Warrant is only permitted with respect to Tranche 3. The Purchaser has the right, within six months after the issuance of any shares under the Corbel Warrant, to require the Company to repurchase such shares for cash or for put notes, at the Company’s discretion. The Corbel Warrant expires on the seventh anniversary of the date of its issuance. The agreement contains covenants for ratios regarding a fixed charge ratio and lease adjusted leverage ratio. The Company was in compliance or had obtained waivers as of December 31, 2023. The warrant had a fair market value of \$540,650 and \$29,037 as of December 31, 2023 and 2022. The change in fair value of the warrant was \$234,913 for the year ended December 31, 2023. The recalculation of the warrant was \$276,710.

At December 31, 2023, the balance of the Senior Note was comprised of:

Principal	\$ 7,506,704
Unamortized Loan Closing Cost	\$ (373,013)
Carrying Value	\$ 7,133,691

<u>Current portion of Corbel loan payable</u>	<u>\$1,000,000</u>
<u>Long-term portion of Corbel loan payable</u>	<u>\$6,133,691</u>
<u>Total carrying value of Corbel loan payable</u>	<u>\$7,133,691</u>

In January 2017, the Company completed the offering of \$2.4 million principal amount of promissory notes (the “Notes”) convertible to Common Stock at \$0.50 per share and warrants (the “Warrants”) to purchase up to 2.4 million shares of the Company’s Common Stock at an exercise price of \$1.00 per share, subject to adjustment. In 2018, \$400,000 principal amount of Notes was converted into 800,000 shares of the Company’s Common Stock, in January 2019 another Note in the principal amount of \$50,000 was converted into 100,000 shares of the Company’s Common Stock, and in August 2019 another Note in the principal amount of \$50,000 was converted into 100,000 shares of the Company’s Common Stock, leaving principal amounts of Notes of \$1.9 million outstanding as of December 31, 2019. Holders of Notes in the principal amount of \$775,000 extended their maturity date to January 31, 2023.

In February 2020, \$1,275,000 principal amount of the Notes were repaid in conjunction with a new financing leaving a principal balance of \$625,000 of subordinated convertible notes outstanding due January 31, 2023. In April 2023, the holder of \$50,000 principal amount of the subordinated convertible notes were repaid by the Company leaving \$575,000 outstanding, most of which has been extended to February 28, 2025 or the repayment of the Corbel loan, whichever comes first. These Notes bear interest at 10% per annum, including the Notes which have not been extended, paid quarterly and are convertible to Common Stock any time prior to maturity at the option of the holder at \$0.30 per share.

Placement agent fees and other origination costs of the Notes were deducted from the carrying value of the Notes as original issue discount (“OID”). The OID was being amortized over the term of the Notes. The OID was fully amortized in early 2022.

Total cash and non-cash interest accrued on the Company’s indebtedness in 2023 was \$1.51 million and in 2022 was \$1.63 million.

Note 7: Royalties and Fees

Approximately \$293,500 and \$203,310 are included in 2022 and 2023, respectively, for amortized initial fees in the Consolidated Statements of Operations. Also included in royalties and fees were approximately \$61,000 and \$123,000 in 2022 and 2023, respectively, for equipment commissions. Most of the cost for the services required to be performed by the Company are incurred prior to the initial fee income being recorded which is based on contractual liability for the franchisee.

In conjunction with the development of Noble Roman’s Pizza and Tuscano’s Italian Style Subs, the Company has devised its own recipes for many of the ingredients that go into the making of its products (“Proprietary Products”). The Company contracts with various manufacturers to manufacture its Proprietary Products in accordance with the Company’s recipes and formulas and to sell those products to authorized distributors at a contract price which includes an allowance for use of the Company’s recipes. The manufacturing contracts also require the manufacturers to hold those allowances in trust and to remit those allowances to the Company on a periodic basis, usually monthly. The Company recognizes those allowances in revenue as earned based on sales reports from the distributors.

During the 12-month period ended December 31, 2023 there were no company-operated or franchised Craft Pizza & Pub restaurants opened or closed. During that period there were 61 new non-traditional outlets opened and six non-traditional outlets closed.

Note 8: Liabilities for Leased Facilities

The Company has various leases for its Company-owned Craft Pizza & Pub locations and its corporate office.

The following table summarizes the right of use asset and lease liability as of December 31, 2023.

<u>Right of use assets</u>	<u>\$ 4,930,014</u>
<u>Lease liability</u>	
<u>Current</u>	<u>799,165</u>
<u>Long-term</u>	<u>4,378,927</u>
<u>Total</u>	<u>\$ 5,178,092</u>

The following table summarizes the Company's scheduled minimum lease payments as of December 31, 2023.

<u>2024</u>	<u>\$.802 million</u>
<u>2025 and 2026</u>	<u>2.766 million</u>
<u>2027 and 2028</u>	<u>1.1 million</u>
<u>After 2028</u>	<u>.5 million</u>
<u>Total operating lease obligations</u>	<u>\$ 5.2 million</u>

Note 9: Income Taxes

The Company had deferred tax assets, as a result of prior operating losses, of \$3.4 million at December 31, 2022 and December 31, 2023. The net operating loss carry-forward is approximately \$17.7 million to be used to offset otherwise taxable income in the future. The net operating loss carry-forward would indicate a deferred asset of \$4.4 million compared to the balance sheet amount of \$3.4 million, therefore no income tax was recorded for 2023 as it was offset fully against net operating losses at a tax rate of 24%. No temporary differences were noted. In effect, we have a reserve in the deferred tax asset account of \$1.0 million. The net operating losses were generated primarily in the transition the Company made from its original free-standing locations to the more modern Craft Pizza & Pub style locations. In addition, the Company transformed as a major franchisor of non-traditional locations (which are defined as locations within some other type business or activity). Formerly net operating losses not used expired after 20 years. The remaining carry-forward is indefinite but they can only be used to offset up to 80% of the otherwise taxable income in any one tax year, however the unused net operating loss carry-forward continues to be carried forward for future years. As with any other asset, the Company is required to evaluate whether or not that tax credit is more likely than not to be used in coming years. The Company has made this evaluation and determined that the deferred tax credit recorded will more likely than not be used within the next four years. The deferred tax asset is based on an effective tax rate for State and Federal income taxes of 24%. According to the internal projections made by the Company, the net operating loss carry-forward will be fully utilized to offset income taxes in future years. Should there be a significant change in the Company's ownership, the Company's future use of its existing net

operating losses may be limited.

Note 10: Common Stock

As of December 31, 2023, outstanding were \$575,000 principal amount of Notes convertible into Common Stock at \$0.50 per share and warrants to purchase 625,000 shares with an exercise price of \$0.30 per share. During 2022, all of those Notes were extended except for a Note with outstanding principal of \$100,000. The Note that was not extended matured, and accompanying Warrants expired January 31, 2023, but cannot be repaid until the Corbel Note is repaid. The Company issued to the Purchaser the Corbel Warrant to purchase up to 2,250,000 shares of Common Stock, as described in Note 6 of these notes to the Company's consolidated financial statements.

The Company has an incentive stock option plan for key employees, officers and directors. The options are generally exercisable three years after the date of grant and expire ten years after the date of grant.

The option prices are the fair market value of the stock at the date of grant. As of December 31, 2023, options for 2,679,001 shares were exercisable.

The Company adopted the modified prospective method to account for stock option grants, which does not require restatement of prior periods. Under the modified prospective method, the Company is required to record compensation expense for all awards granted after the date of adoption and for the unvested portion of previously granted awards that remain outstanding at the date of adoption, net of an estimate of expected forfeitures. Compensation expense is based on the estimated fair values of stock options determined on the date of grant and is recognized over the related vesting period, net of an estimate of expected forfeitures which is based on historical forfeitures.

The Company estimates the fair value of its option awards on the date of grant using the Black-Scholes option pricing model. The risk-free interest rate is based on external data while all other assumptions are determined based on the Company's historical experience with stock options. The following assumptions were used for grants in 2022:

<u>Expected volatility</u>	<u>20%</u>	<u>Expected dividend yield</u>	<u>None</u>	<u>Expected term (in years)</u>	<u>3</u>
<u>Risk-free interest rate</u>	<u>1.68 to 2.82%</u>				

The following table sets forth the number of options outstanding as of December 31, 2021, 2022 and 2023 and the number of options granted, exercised or forfeited and/or expired during the years ended December 31, 2022 and 2023:

<u>Balance of employee stock options outstanding as of 12/31/21</u>	<u>4,855,167</u>
<u>Stock options granted during the year ended 12/31/22</u>	<u>520,000</u>
<u>Stock options exercised during the year ended 12/31/22</u>	<u>0</u>
<u>Stock options forfeited/expired during the year ended 12/31/22</u>	<u>(59,000)</u>
<u>Balance of employee stock options outstanding as of 12/31/22</u>	<u>5,316,167</u>
<u>Stock options granted during the year ended 12/31/23</u>	<u>0</u>
<u>Stock options exercised during the year ended 12/31/23</u>	<u>0</u>
<u>Stock options forfeited/expired during the year ended 12/31/23</u>	<u>(2,076,167)</u>

<u>Balance of employee stock options outstanding as of 12/31/23</u>	<u>3,240,000</u>
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The following table sets forth the number of non-vested options outstanding as of December 31, 2021, 2022 and 2023, and the number of stock options granted, vested and forfeited and/or expired during the years ended December 31, 2022 and 2023.

<u>Balance of employee non-vested stock options outstanding as of 12/31/21</u>	<u>1,041,500</u>
<u>Stock options granted during the year ended 12/31/22</u>	<u>520,000</u>
<u>Stock options vested during the year ended 12/31/22</u>	<u>(327,500)</u>
<u>Stock options forfeited/expired during the year ended 12/31/22</u>	<u>(59,000)</u>
<u>Balance of employee non-vested stock options outstanding as of 12/31/22</u>	<u>1,175,000</u>
<u>Stock options granted during the year ended 12/31/23</u>	<u>0</u>
<u>Stock options vested during the year ended 12/31/23</u>	<u>(217,833)</u>
<u>Stock options forfeited/expired during the year ended 12/31/23</u>	<u>(396,168)</u>
<u>Balance of employee non-vested stock options outstanding as of 12/31/23</u>	<u>560,999</u>

The weighted average grant date fair value of employee stock options granted during 2022 was \$0.22. No options were granted in 2023. Total compensation cost recognized for share-based payment arrangements was \$28,168 in 2022 with a tax benefit of \$6,873 and \$20,390 in 2023 with a tax benefit of \$4,894. As of December 31, 2023, total unamortized compensation cost related to options was \$9,522, which will be recognized as compensation cost over the next six to 36 months. No cash was used to settle equity instruments under share-based payment arrangements.

Note 11: Statements of Financial Accounting Standards

The Company does not believe that the recently issued Statements of Financial Accounting Standards will have any material impact on the Company's Consolidated Statements of Operations or its Consolidated Balance Sheets. The Company does not have any current expected credit losses, therefore no reserve has been recorded. The Company accounts for credit losses in accordance with ASC Topic 326, Financial Instruments – Credit Losses (“ASC Topics 326”). ASC Topic 326 impacts the impairment model of certain financial assets measured at amortized cost by requiring a current expected credit loss (“CECL”) methodology to estimate expected credit losses over the entire life of the financial asset, recorded at inception or purchase. The Company has the ability to determine there are no expected credit losses in certain circumstances. The Company identified accounts receivable, prepaid expenses and other assets which are carried at amortized cost as in scope for consideration under ASC Topic 326.

Note 12: Contingencies

The Company, from time to time, is or may become involved in litigation or regulatory proceedings arising out of its normal business operations.

Currently, there are no such pending proceedings which the Company considers to be material.

There are no commitments to any key executives or officers beyond an employment agreement with the each of Executive Chairman and the President and Chief Executive Officer.

Note 13: Certain Relationships and Related Transactions

The following is a summary of transactions to which the Company and certain officers and directors of the Company are a party or have a financial interest. The Board of Directors of the Company has adopted a policy that all transactions between the Company and its officers,

directors, principal shareholders and other affiliates must be approved by a majority of the Company's disinterested directors, and be conducted on terms no less favorable to the Company than could be obtained from unaffiliated third parties.

Of the 48 Units sold in the private placement which began in October 2016, three Units were purchased by Paul W. Mobley, Executive Chairman, and four Units were purchased by Marcel Herbst, Director.

Each Unit consists of a Note in the principal amount of \$50,000 and a Warrant to purchase 50,000 shares of the Company's Common Stock. These transactions were all completed on the same terms and conditions as all of the independent investors who purchased the other 41 Units. The Notes, at the time of issue, were to mature three years after issue date. In late 2018, the Company sent an offer to each remaining Note holder offering to extend the maturity of the Notes to January 31, 2023. Holders of \$775,000 in principal amount of the Notes accepted that offer of extension including the Notes held by Paul W. Mobley and Herbst Capital Management, LLC. In conjunction with the refinancing of the Company in February 2020, Notes held by Paul Mobley were included in the \$1,275,000 in principal amount of Notes that were repaid out of the proceeds of the new financing. In September 2022, Paul Mobley bought a subordinated note in principal amount of \$200,000 from Marcel Herbst which is included in the balance sheet as a portion of the convertible notes payable along with the attached warrants. In 2023, Paul Mobley received the 10% interest in the amount of \$20,000 from the Company at the same time and same rate as all other subordinated debt holders were paid their interest and included in interest expense.

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of
Noble Roman's, Inc.
Indianapolis, Indiana

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Noble Roman's, Inc. and subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require

that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Valuation of Deferred Tax Assets

As described in Notes 1 and 6 to the consolidated financial statements, the Company's deferred tax asset was \$3.4 million at December 31, 2022.

We identified the valuation of deferred tax assets as a critical audit matter. Specifically, management is required to make significant judgments and assumptions to estimate forecasted taxable income. Auditing these elements involved especially challenging and subjective auditor judgment due to the nature and extent of audit effort required to address these matters.

The primary procedures we performed to address this critical audit matter included:

- Understanding the design of controls relating to management's assessment of forecasted taxable income.
- Testing the completeness and accuracy of historical taxable income.
- Evaluating the assessment of forecasted taxable income through consideration of recent performance trends.

Valuation of Accounts Receivable

As described in Note 2 to the consolidated financial statements, the Company has recorded its accounts receivable at anticipated realizable value at December 31, 2022.

We identified the allowance for doubtful accounts as a critical audit matter. Specifically, management is required to make significant judgments and assumptions to estimate cash flows and evaluate collectability. Auditing these elements involved especially challenging and subjective auditor judgment due to the nature and extent of audit effort required to address these matters.

The primary procedures we performed to address this critical audit matter included:

- Understanding the design of controls relating to management’s assessment of estimated cash flow and collectability.
- Testing the completeness and accuracy of historical collections.
- Evaluating the assessment of estimated cash flows through consideration of recent performance trends and changes to collectability.

We have served as the Company's auditor since 2007.

Somerset CPA’s P.C.
Indianapolis, Indiana
April 13, 2023

Consolidated Balance Sheets
Noble Roman's, Inc. and
Subsidiaries

December 31,

Assets

2021

2022

Current assets:

	Consolidated Balance Sheets Noble Roman's, Inc. and Subsidiaries	
	<u>December 31,</u>	
	<u>2021</u>	
	<u>2022</u>	
Assets		
Current assets:		
Cash		
Accounts receivable - net		
Inventories		
Prepaid expenses		
Total current assets		

Property and equipment:

Equipment	4,216,246	4,351,558
Leasehold improvements	3,065,644	3,116,030
Construction and equipment in progress	<u>235,051</u>	<u>63,097</u>
	7,516,941	7,530,685
Less accumulated depreciation and amortization	<u>2,366,927</u>	<u>2,817,477</u>
Net property and equipment	5,150,014	4,713,208
Deferred tax asset	3,232,406	3,374,841
Deferred contract costs	810,044	934,036
Goodwill	278,466	278,466
Operating lease right of use assets	6,003,044	5,660,155
Other assets including long-term portion of accounts receivable - net	<u>324,402</u>	<u>350,189</u>
Total assets	\$ 19,375,757	\$ 18,343,198

Liabilities and Stockholders' Equity

Current liabilities:

Accounts payable and accrued expenses	\$ 919,157	\$ 650,582
Current portion of operating lease liability	656,146	799,164
Current portion of Corbel loan payable	<u>-</u>	<u>866,667</u>
Total current liabilities	1,575,303	2,316,413

Long-term obligations:

Loan payable to Corbel net of current portion	7,898,941	7,470,900
Corbel warrant value	29,037	29,037
Convertible notes payable	597,229	622,864
Operating lease liabilities – net of current portion	5,570,639	5,103,286
Deferred contract income	<u>810,044</u>	<u>934,036</u>
Total long-term liabilities	14,905,890	14,160,123

Stockholders' equity: Common Stock – no par value (40,000,000 shares authorized, 22,215,512

issued and outstanding as of December 31, 2021 and December 31, 2022)	24,791,568	24,819,736
Accumulated deficit	<u>(21,897,004)</u>	<u>(22,953,074)</u>
Total stockholders' equity	2,894,564	1,866,662

Total liabilities and stockholders' equity	\$ <u>19,375,757</u>	\$ <u>18,343,198</u>
<i>See accompanying notes to consolidated financial statements.</i>		

[See accompanying notes to consolidated financial statements.](#)

**Consolidated Statements of Operations Noble Roman's, Inc.
and Subsidiaries**

Year Ended December 31,

	<u>2020</u>	<u>2021</u>	<u>2022</u>
Restaurant revenue - company-owned restaurants	\$ 6,209,279	\$ 8,939,569	\$ 9,704,169
Restaurant revenue - company-owned non-traditional	470,846	485,595	712,517
Franchising revenue	4,841,229	4,444,826	4,002,824
Administrative fees and other	14,310	14,898	33,255
Total revenue	11,535,664	13,884,888	14,452,765
Operating expenses: Restaurant expenses - company-owned restaurants	4,938,133	7,224,833	8,516,405
Restaurant expenses - company-owned non-traditional	447,040	466,469	704,665
Franchising expenses	1,736,870	1,810,363	2,185,751
Total operating expenses	7,122,043	9,501,665	11,406,821
Depreciation and amortization	382,368	848,913	450,550
General and administrative	1,717,209	1,790,722	2,167,678
Total expenses	9,221,620	12,141,300	14,025,049
Operating income	2,314,044	1,743,588	427,716
Interest expense	1,914,344	1,361,625	1,626,221
Adjust valuation of receivables	4,941,718	-	-
Net (loss) income before income taxes	(4,542,018)	381,963	(1,198,505)
Income tax expense (benefit)	839,928	(127,502)	(142,435)
Net (loss) income	\$ (5,381,946)	\$ 509,465	\$ (1,056,070)

Income (loss) per share - basic: Net income (loss)	<u>\$</u> \$.24	<u>\$</u> \$.02	\$ (.05)
Weighted average number of common shares outstanding	22,215,512	22,215,512	22,215,512
Diluted income (loss) per share: Net income (loss) (1)	\$ (.24)	\$.02	\$ (.05)
Weighted average number of common shares outstanding	23,465,512	23,641,678	23,512,550

(2) ~~(1)~~ Net loss per share is shown the same as basic loss per share because the underlying dilutive securities have anti-dilutive effect.

See accompanying notes to consolidated financial statements.

Consolidated Statements of Changes in Stockholders' Equity
Noble Roman's, Inc. and Subsidiaries

	<u>Shares</u>	<u>Amount</u>	<u>Deficit</u>	<u>Total</u>
Balance at December 31, 2019	<u>22,215,512</u>	<u>\$24,858,311</u>	<u>\$(17,024,523)</u>	<u>\$7,833,788</u>
2020 net loss			(5,381,946)	(5,381,946)
Write-off unamortized closing to sub-debt that was converted		(116,400)		(116,400)
Amortization of value of stock options	-	<u>21,536</u>	-	<u>21,536</u>
Balance at December 31, 2020	<u>22,215,512</u>	<u>\$24,763,447</u>	<u>\$(22,406,469)</u>	<u>\$2,356,978</u>
2021 net income			509,465	509,465
Amortization of value of stock options		<u>28,121</u>		<u>28,121</u>
Balance at December 31, 2021	<u>22,215,512</u>	<u>\$24,791,568</u>	<u>\$(21,897,004)</u>	<u>\$2,894,564</u>
2022 net loss			(1,056,070)	(1,056,070)
Amortization of value of stock options		<u>28,168</u>		<u>28,168</u>
Balance at December 31, 2022	<u>22,215,512</u>	<u>24,819,736</u>	<u>\$(22,953,074)</u>	<u>\$1,866,662</u>

See accompanying notes to consolidated financial statements.

**Consolidated Statements of Cash Flows Noble Roman's, Inc. and
Subsidiaries**

Year ended December 31,

<u>Year ended December 31,</u>			
OPERATING ACTIVITIES	2020	2021	2022
Net income (loss)	\$ (5,381,946)	\$ 509,465	\$ (1,056,070)
)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	1,433,295	1,330,017	942,977
Amortization of lease cost in excess of cash paid	46,994	36,223	18,552
Deferred income taxes	839,928	(127,502)	(142,435)
Changes in operating assets and liabilities (Increase) decrease in:			
Accounts receivable	(98,388)	(24,971)	80,384
Inventories	(9,896)	(103,530)	(3,783)
Prepaid expenses	189,884	(19,391)	(9,514)
Other assets including long-term portion of <u>accounts receivable</u>	4,508,836	(122,440)	122,804
<u>accounts receivable</u>			
Increase in: Accounts payable and accrued expenses	147,040	41,058	76,669
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,675,747</u>	<u>1,518,929</u>	<u>29,584</u>
INVESTING ACTIVITIES			
Purchase of property and equipment	(2,084,710)	(1,449,779)	(507,575)
NET CASH USED BY INVESTING ACTIVITIES	<u>(2,084,710)</u>	<u>(1,449,779)</u>	<u>(507,575)</u>
FINANCING ACTIVITIES			
Payment of principal on First Financial Bank loan	(4,379,024)	-	-
Payment of principal on convertible notes	(1,275,000)	-	-
Net proceeds from new financings net of closing costs	7,039,218	-	-
Lease liabilities	-	-	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>1,385,194</u>	<u>-</u>	<u>-</u>
Increase (decrease) in cash	976,231	69,150	(477,991)
Cash at beginning of year	<u>218,132</u>	<u>1,194,363</u>	<u>1,263,513</u>
Cash at end of year	\$ <u>1,194,363</u>	\$ <u>1,263,513</u>	\$ <u>785,522</u>
Supplemental Schedule of Non-Cash Investing and Financing Activities:			
None:			
<i>See accompanying notes to consolidated financial statements.</i>			

Supplemental Schedule of Non-Cash Investing and Financing Activities:

None.

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements Noble Roman's, Inc. and Subsidiaries

Note I: Summary of Significant Accounting Policies

Organization: The Company, with two wholly-owned subsidiaries, sells and services franchises and licenses and operates Company-owned stand-alone restaurants and non-traditional foodservice operations under the trade names "Noble Roman's Pizza", "Noble Roman's Craft Pizza & Pub" and "Tuscano's Italian Style Subs". Unless the context otherwise indicates, reference to the "Company" are to Noble Roman's, Inc. and its wholly-owned subsidiaries.

Principles of Consolidation: The consolidated financial statements include the accounts of Noble Roman's, Inc. and its wholly-owned subsidiaries, RH Roanoke, Inc. and Pizzaco, Inc. Inter-company balances and transactions have been eliminated in consolidation.

Inventories: Inventories consist of food, beverage, restaurant supplies, restaurant equipment and marketing materials and are stated at the lower of cost (first-in, first-out) or net realizable value.

Property and Equipment: Equipment and leasehold improvements are stated at cost. Depreciation and amortization are computed on the straight-line method over the estimated useful lives ranging from five years to 20 years. Leasehold improvements are amortized over the shorter of estimated useful life or the term of the lease including likely renewals. Construction and equipment in progress are stated at cost for leasehold improvements, equipment for a new restaurant being constructed and for pre-opening costs of any restaurant not yet open as of the date of the statements.

Significant Accounting Policies: There have been no significant changes in the Company's accounting policies from those disclosed in its Annual Report on Form 10-K for the year ended December 31, 2020.

Leases: The Company determines if an arrangement is a lease at inception. Operating leases are included in right-of-use assets ("ROU"), and lease liability obligations are included in the Company's balance sheets. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liability obligations represent its obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As the Company's leases typically do not provide an implicit rate, the Company estimates its incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The Company uses the implicit rate when readily determinable. The ROU asset also includes in the lease payments made and excludes lease incentives and lease direct costs. The Company's lease term may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option. Lease expense is recognized on a straight-line basis over the lease term.

The Company adopted the new standard to all material leases existing on January 1, 2019 and recognized a cumulative effect adjustment to the opening balance of accumulated deficit on that date.

Cash and Cash Equivalents: Includes actual cash balance. The cash is not pledged nor are there any withdrawal restrictions.

Advertising Costs: The Company records advertising costs consistent with the Financial Accounting Standards Board's (the "FASB") Accounting Standards Codification ("ASC") "Other Expense" topic and "Advertising Costs" subtopic. This statement requires the Company to expense advertising production costs the first time the production material is used.

Fair Value Measurements and Disclosures: The Fair Value Measurements and Disclosures topic of the FASB's ASC requires companies to determine fair value based on the price that would be received to sell the assets or paid to transfer to liability to a market participant. The fair value measurements and disclosure topic emphasizes that fair value is a market based measurement, not an entity specific measurement. The guidance requires that assets and liabilities carried at fair value be classified and disclosed in one of the following categories:

Level One: Quoted market prices in active markets for identical assets or liabilities.

Level Two: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level Three: Unobservable inputs that are not corroborated by market data.

Use of Estimates: The preparation of the consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates. After a thorough review by management in 2018, the Company permanently wrote off \$1.3 million and created an additional reserve for possible non-collection of \$2.8 million. After a review in 2019 and also considering the impact of the COVID-19 pandemic, it was decided to add an additional reserve of \$1.3 million for possible non-collections. In 2020, in light of the additional uncertainty created as a result of the COVID-19 pandemic, the Company decided to create a reserve for uncollectability on all long-term franchisee receivables. The Company will continue to pursue collection where circumstances are appropriate and all collections of these receivables in the future will result in additional income at the time received. The Company evaluates its property and equipment and related costs periodically to assess whether any impairment indications are present, including recurring operating losses and significant adverse changes in legal factors or business climate that affect the recovery of recorded value. If any impairment of an individual asset is evident, a loss would be provided to reduce the carrying value to its estimated fair value.

Debt Issuance Costs: Debt issuance cost is presented on the balance sheet as a direct reduction from the carrying amount of the associated liability. Debt issuance costs are amortized to interest expense ratably over the term of the applicable debt. The unamortized debt issuance cost at December 31, 2022 was \$371,920.

Intangible Assets: The Company recorded goodwill of \$278,000 as a result of the acquisition of RH Roanoke, Inc. of certain assets of a former franchisee of the Company. Goodwill has an indeterminate life and is assessed for impairment at least annually and more frequently as triggering events may occur. In making this assessment, management relies on a number of factors including operating results, business plans, economic projections, anticipated future cash flows, and transactions and marketplace data. Any impairment losses determined to exist are recorded in the period the determination is made. There are inherent uncertainties related to these factors and management's judgment is involved in

performing goodwill and other intangible assets valuation analysis, thus there is risk that the carrying value of goodwill and other intangible assets may be overstated or understated. The Company has elected to perform the annual impairment assessment of recorded goodwill as of the end of the Company's fiscal year. The results of this annual impairment assessment indicated that the fair value of the reporting unit as of December 31, 2022, exceeded the carrying or book value, including goodwill, and therefore recorded goodwill was not subject to impairment.

Royalties, Administrative and Franchise Fees: Royalties are generally recognized as income monthly based on a percentage of monthly sales of franchised or licensed restaurants and from audits and other inspections as they come due and payable by the franchisee. Fees from the retail products in grocery stores are recognized monthly based on the distributors' sale of those retail products to the grocery stores or grocery store distributors. Administrative fees are recognized as income monthly as earned. The Company adopted Accounting Standards Update ("ASU") 2014-09 effective January 2018 which did not materially affect the Company's recognition of royalties, fees from the sale of retail products in grocery stores, administrative fees or sales from Company-owned restaurants. However, initial franchise fees and related contract costs are now deferred and amortized on a straight-line basis over the term of the franchise agreements, generally five to ten years. The effect to comparable periods within the financial statements is not material as the initial franchise fee for the non-traditional franchise is intended to defray the initial contract cost, and the franchise fees and contract costs initially incurred and paid approximate the relative amortized franchise fees and contract costs for those same periods.

Exit or Disposal Activities Related to Discontinued Operations: The Company records exit or disposal activity for discontinued operations when management commits to an exit or disposal plan and includes those charges under results of discontinued operations, as required by the ASC "Exit or Disposal Cost Obligations" topic.

Income Taxes: The Company provides for current and deferred income tax liabilities and assets utilizing an asset and liability approach along with a valuation allowance as appropriate. The Company evaluated its deferred tax assets in 2018 and determined that \$1,422,960 of the deferred tax credits may expire in 2019 and 2020 before they are fully utilized, which increased the Company's tax expense for 2018 and reduced the deferred tax credit on the balance sheet. The Company again evaluated its deferred tax assets in 2019 and determined that \$1.7 million of its net operating loss carry-forward may expire before they are used resulting in an additional \$400,000 in tax expense in 2019. In 2020, the Company again reviewed its deferred tax asset and determined that 2020 taxable income used up \$267,528 and \$572,400 deferred credits were expiring. The Company, at December 31, 2021 and December 31, 2022, had deferred tax assets on its balance sheet totaling \$3.2 million and \$3.4 million, respectively, after adding a tax benefit in 2022 of \$142,135. Based on the Company's review of its available tax credits and 2022 tax benefit, the Company believes it is more likely than not that the deferred tax assets will be utilized prior to their expiration.

U.S. generally accepted accounting principles require the Company to examine its tax positions for uncertain positions. Management is not aware of any tax positions that are more likely than not to change in the next 12 months, or that would not sustain an examination by applicable taxing authorities. The Company's policy is to recognize penalties and interest as incurred in its Consolidated Statements of Operations. None were included for the years ended December 31, 2020, 2021 and 2022. The Company's federal and various state income tax returns for 2019 through 2021 are subject to examination by the applicable tax authorities, generally for three years after the later of the original or extended due date.

Basic and Diluted Net Income Per Share: Net income per share is based on the weighted average number of common shares outstanding during the respective year. When dilutive, stock options and warrants are

included as share equivalents using the treasury stock method.

The following table sets forth the calculation of basic and diluted loss per share for the year ended December 31, 2020:

	<u>Income</u> (Numerator)	<u>Shares</u> (Denominator)	<u>Per Share</u> Amount
Net loss per share - basic			
Net loss	\$ (5,381,946)	22,215,512	\$ (.24)
Effect of dilutive securities			
Options	-	-	
Convertible Notes	<u>62,500</u>	<u>1,250,000</u>	
Diluted net loss per share			
Net loss (1)	\$ (5,319,446)	23,465,512	\$ (.24)

(1) Net loss per share is shown the same as basic loss per share because the underlying dilutive securities have an anti-dilutive effect

The following table sets forth the calculation of basic and diluted income per share for the year ended December 31, 2021:

	<u>Income</u> (Numerator)	<u>Shares</u> (Denominator)	<u>Per Share</u> Amount
Net income per share – basic			
Net income	\$ 509,465	22,215,512	\$.02
Effect of dilutive securities			
Options	-	176,166	
Convertible Notes	<u>62,500</u>	<u>1,250,000</u>	
Diluted net loss per share			
Net income	\$ 571,965	23,641,678	\$.02

The following table sets forth the calculation of basic and diluted income per share for the year ended December 31, 2022:

	<u>Income</u> (Numerator)	<u>Shares</u> (Denominator)	<u>Per Share</u> Amount
Net income per share – basic			
Net income	\$ (1,056,070)	22,215,512	\$ (.05)
Effect of dilutive securities			
Options	-	47,038	
Convertible Notes	<u>62,500</u>	<u>1,250,000</u>	
Diluted net loss per share			
Net income	\$ (993,570)	23,512,550	\$ (.04)

Subsequent Events: The Company evaluated subsequent events through the date the consolidated

statements were issued and filed with the Annual Report on Form 10-K.

The ERC is a refundable tax credit that businesses can claim on qualified wages paid to employees. The program was introduced on March 27, 2020 in the CARES Act to incentivize employees to keep their employees on their payroll during the pandemic and economic shutdown. The credit applies to all qualified wages, including certain health plan expenses, paid during the period in which the operations were fully or partially suspended due to a government shutdown order or where there was significant decline in gross receipts.

When first established under the CARES Act, the tax credit was equal to 50% of the qualified wages an eligible employer paid to employees after March 12, 2020 and before January 1, 2021. The credit was also limited to a maximum annual per employee credit of \$5,000. The credit was then extended through June 30, 2021 by the Tax Payer Certainty and Disaster Relief Act (“Relief Act”) (Division EE of the Consolidated Appropriations Act). The Relief Act modified the credit to be 70% of up to \$10,000 of qualified wages per quarter in 2021 through June 30, 2021. The program was further extended through December 31, 2021 by the American Rescue Plan Act of 2021 (“ARPA”) but was retroactively cut show by the Infrastructure Investment and Jobs Act, ending effective September 30, 2021.

During the first quarter 2023 the Company has determined that it is entitled to an ERC of \$1.718 million and has submitted amended federal Form 941 returns claiming that refund. The ERC refund is treated as a government grant reducing appropriate expenses for the \$1.718 million less expenses for applying for the refund of \$258,000 or a net of \$1.460 million.

Note 2: Accounts Receivable

At December 31, 2021 and 2022, the carrying value of the Company’s accounts receivable has been reduced to anticipated realizable value. As a result of this reduction of carrying value, the Company anticipates that substantially all of its net receivables reflected on the Consolidated Balance Sheets as of December 31, 2021 and 2022 will be collected.

Other assets, as of December 31, 2022, include security deposit and cash value of life insurance.

Note 3: Notes Payable

On February 7, 2020, the Company entered into a Senior Secured Promissory Note and Warrant Purchase Agreement (the “Agreement”) with Corbel Capital Partners SBIC, L.P. (the “Purchaser”). Pursuant to the Agreement, the Company issued to the Purchaser a senior secured promissory note (the “Senior Note”) in the initial principal amount of \$8.0 million. The Company has used the net proceeds of the Agreement as follows: (i) \$4.2 million was used to repay the Company’s then-existing bank debt which was in the original amount of \$6.1 million; (ii) \$1,275,000 was used to repay the portion of the Company’s existing subordinated convertible debt the maturity date of which most had not previously been extended; (iii) debt issuance costs; and (iv) the remaining net proceeds were used for working capital or other general corporate purposes, including development of new Company-owned Craft Pizza & Pub locations.

The Senior Note bears cash interest of LIBOR, as defined in the Agreement, plus 7.75%. In addition, the Senior Note requires payment-in-kind interest (“PIK Interest”) of 3% per annum, which is being added to the principal amount of the Senior Note. Interest is payable in arrears on the last calendar day of each month. The Senior Note requires principal payments of \$33,333 in February 2023 and beginning in March 2023 principal payments of \$83,333 per month continuing until maturity. At the end of the third quarter 2022, the Company entered into an amendment to the Senior Note agreement changing the required payments of principal beginning in March 2023 from \$33,333 per month to \$83,333 per month

in exchange for lowering the financial covenants and eliminating the excess cash flow requirement. In addition, when LIBOR is phased out it will be replaced with SOFR.

In conjunction with the borrowing under the Senior Note, the Company issued to the Purchaser a warrant (the “Corbel Warrant”) to purchase up to 2,250,000 shares of Common Stock. The Corbel Warrant entitles the Purchaser to purchase from the Company, at any time or from time to time: (i) 1,200,000 shares of Common Stock at an exercise price of \$0.57 per share (“Tranche 1”), (ii) 900,000 shares of Common Stock at an exercise price of \$0.72 per share (“Tranche 2”), and (iii) 150,000 shares of Common Stock at an exercise price of \$0.97 per share (“Tranche 3”). The Purchaser is required to exercise the Corbel Warrant with respect to Tranche 1 if the Common Stock is trading at \$1.40 per share or higher for a specified period, and is further required to exercise the Corbel Warrant with respect to Tranche 2 if the Common Stock is trading at \$1.50 per share or higher for a specified period. Cashless exercise of the Corbel Warrant is only permitted with respect to Tranche 3. The Purchaser has the right, within six months after the issuance of any shares under the Corbel Warrant, to require the Company to repurchase such shares for cash or for Put Notes, at the Company's discretion. The Corbel Warrant expires on the sixth anniversary of the date of its issuance.

At December 31, 2022, the balance of the Senior Note was comprised of:

Principal Due	\$ 8,736,388
Unamortized Loan Closing Cost	\$ 369,784
Carrying Value	\$ 8,367,604

In the fourth quarter of 2016, the Company issued 32 Units, for a purchase price of \$50,000 per Unit, or \$1,600,000 in the aggregate and, in January 2017, the Company issued another 16 Units, or an additional \$800,000 in the aggregate. Each \$50,000 Unit consisted of a convertible, subordinated, unsecured promissory note (the “Notes”) in an aggregate principal amount of \$50,000 and warrants (the “Warrants”) to purchase up to 50,000 shares of the Company’s Common Stock, no par value per share. The Company issued Units to investors including the following related parties: Paul W. Mobley, the Company’s Executive Chairman, Chief Financial Officer and a director of the Company (\$150,000); and Herbst Capital Management, LLC, the principal of which is Marcel Herbst, a director of the Company (\$200,000).

Interest on the Notes accrued at the annual rate of 10% and is payable quarterly in arrears. Initially, the Notes matured, and the Warrants expired, three years after issuance. However, in December 2018, the Company offered to extend the maturity of the Notes and the expiration date of the Warrants to January 2023. Certain of the holders of the Notes and Warrants accepted the Company’s offer. Accordingly, of the principal amount of the Notes, holders of \$775,000 in principal amount extended their Notes until January 31, 2023. In 2018 and 2019, holders of \$500,000 in principal amount of the Notes converted those Notes to 1,000,000 shares of the Company’s Common Stock in accordance with the terms of the Note. In February 2020, in conjunction with the Company’s refinancing of its debt, \$1,275,000 in principal amount of those Notes was repaid leaving a balance of \$625,000 which mature on January 31, 2023. The holders of the remaining \$625,000 principal amount of Notes can elect, at their option any time prior to maturity, convert those Notes to Common Stock in accordance with the terms of the Notes. In 2022, the holders of all \$625,000 principal balance extended the maturity of the Notes and Warrants to February 28, 2025 except for Notes with outstanding principal of \$150,000 which matured on January 31, 2023, however the principal amount of such Notes cannot be repaid until Corbel’s loan is paid because the Notes are subordinated to such loan.

The Warrants issued with the Notes provide for an exercise price of \$1.00 per share of Common Stock (subject to anti-dilution adjustments). As a result of the February 7, 2020 financing with Corbel, the

Warrants adjusted to \$0.57 per share. All warrants were canceled with the repayment of the Notes except Warrants issued with \$775,000 principal amount of Notes that were extended to the new maturity of January 31, 2023. After January 31, 2023, only the Warrants associated with \$475,000 principal Notes that were extended are outstanding. Subject to certain limitations, the Company may redeem the outstanding Warrants at a price of \$0.001 per share of Common Stock subject to the Warrant upon 30 days' notice if the daily average weighted trading price of the Common Stock equals or exceeds \$2.00 per share for a period of 30 consecutive trading days.

Placement agent fees and other origination costs of the Notes are deducted from the carrying value of the Notes as original issue discount ("OID"). The OID is being amortized over the term of the Notes.

At December 31, 2022, the balance of the Notes is comprised of:

Face Value	\$ 625,000
Unamortized OID	2,136
Carrying Value	\$ 622,864

Total cash and non-cash interest accrued on the Company's indebtedness in 2022 was \$1.63 million and in 2021 was \$1.36 million.

Note 4: Royalties and Fees

Approximately \$198,000, \$204,000 and \$293,500 are included in 2020, 2021 and 2022, respectively, royalties and fees in the Consolidated Statements of Operations for amortized initial franchise fees. Also included in royalties and fees were approximately \$45,000, \$32,000 and \$61,000 in 2020, 2021 and 2022, respectively, for equipment commissions. Most of the cost for the services required to be performed by the Company are incurred prior to the franchise fee income being recorded which is based on contractual liability for the franchisee. Such incremental costs, include training, design and related travel cost to new franchises. The deferred contract income and costs approximated \$810,000 on December 31, 2021 and \$934,000 on December 31, 2022.

In conjunction with the development of Noble Roman's Pizza and Tuscano's Italian Style Subs, the Company has devised its own recipes for many of the ingredients that go into the making of its products ("Proprietary Products"). The Company contracts with various manufacturers to manufacture its Proprietary Products in accordance with the Company's recipes and formulas and to sell those products to authorized distributors at a contract price which includes an allowance for use of the Company's recipes. The manufacturing contracts also require the manufacturers to hold those allowances in trust and to remit those allowances to the Company on a periodic basis, usually monthly. The Company recognizes those allowances in revenue as earned based on sales reports from the distributors.

During the 12-month period ended December 31, 2022 there were no company-operated or franchised Craft Pizza & Pub restaurants opened or closed. During the same twelve-month period there were 31 new non-traditional outlets opened and seven non-traditional outlets closed.

Note 5: Liabilities for Leased Facilities

The Company has future obligations of \$15.31 million under long-term debt and current operating leases as follows: due in less than one year \$1.6 million, due in one to three years \$11.15 million, due in three to five years \$1.61 million and due in more than five years \$953,000.

To implement the new accounting policies for leases, the Company used a weighted average discount rate of 7% and the weighted average lease term of 7.3 years. The Company recorded \$18,775 more in lease expense than cash actually paid in 2022 for the leases.

Note 6: Income Taxes

The Company had deferred tax assets, as a result of prior operating losses, of \$3.2 million at December 31, 2021 and \$3.4 million at December 31, 2022. The net operating loss carry-forward is approximately \$12.6 million so the Company will have no obligation to pay income tax on income up to the amount of that operating loss carry-forward, prior to its expiration.

Note 7: Common Stock

As of December 31, 2022, outstanding were \$625,000 principal amount of Notes convertible into Common Stock at \$0.50 per share and warrants to purchase 775,000 shares with an exercise price of \$0.57 per share. During 2022, all of those Notes were extended excepted for Notes with outstanding principal of \$150,000. The unextended Notes matured, and accompanying Warrants expired, January 31, 2023, but cannot be repaid until the Corbel Note is repaid. The Company issued to the Purchaser the Corbel Warrant to purchase up to 2,250,000 shares of Common Stock, as described in Note 3 of these notes to the Company’s consolidated financial statements.

The Company has an incentive stock option plan for key employees, officers and directors. The options are generally exercisable three years after the date of grant and expire ten years after the date of grant. The option prices are the fair market value of the stock at the date of grant. At December 31, 2022, the Company had the following employee stock options outstanding:

<u># Common Shares Issuable</u>	<u>Exercise Price</u>
1,756,167	\$0.58
722,500	1.00
280,000	0.53
35,000	0.50
372,500	0.51
330,000	0.623
472,000	0.60
403,000	0.40
438,500	0.70
520,000	0.22

As of December 31, 2022, options for 4,141,167 shares were exercisable.

The Company adopted the modified prospective method to account for stock option grants, which does not require restatement of prior periods. Under the modified prospective method, the Company is required to record compensation expense for all awards granted after the date of adoption and for the unvested portion of previously granted awards that remain outstanding at the date of adoption, net of an estimate of expected forfeitures. Compensation expense is based on the estimated fair values of stock options determined on the date of grant and is recognized over the related vesting period, net of an estimate of expected forfeitures which is based on historical forfeitures.

The Company estimates the fair value of its option awards on the date of grant using the Black-Scholes

option pricing model. The risk-free interest rate is based on external data while all other assumptions are determined based on the Company's historical experience with stock options. The following assumptions were used for grants in 2020, 2021 and 2022:

Expected volatility	20%	Expected dividend yield	None	Expected term (in years)	3
Risk-free interest rate	1.68 to 2.82%				

The following table sets forth the number of options outstanding as of December 31, 2019, 2020, 2021 and 2022 and the number of options granted, exercised or forfeited during the years ended December 31, 2020, 2021 and 2022:

Balance of employee stock options outstanding as of 12/31/19	3,978,167
Stock options granted during the year ended 12/31/20	443,500
Stock options exercised during the year ended 12/31/20	0
Stock options forfeited during the year ended 12/31/20	0
Balance of employee stock options outstanding as of 12/31/20	4,421,667
Stock options granted during the year ended 12/31/21	463,500
Stock options exercised during the year ended 12/31/21	0
Stock options forfeited during the year ended 12/31/21	(30,000)
Balance of employee stock options outstanding as of 12/31/21	4,855,167
Stock options granted during the year ended 12/31/22	520,000
Stock options exercised during the year ended 12/31/22	0
Stock options forfeited during the year ended 12/31/22	59,000
Balance of employee stock options outstanding as of 12/31/22	5,316,167

The following table sets forth the number of non-vested options outstanding as of December 31, 2019, 2020, 2021 and 2022, and the number of stock options granted, vested and forfeited during the years ended December 31, 2020, 2021 and 2022.

Balance of employee non-vested stock options outstanding as of 12/31/19	731,336
Stock options granted during the year ended 12/31/20	443,500
Stock options vested during the year ended 12/31/20	(212,500)
Stock options forfeited during the year ended 12/31/20	0
Balance of employee non-vested stock options outstanding as of 12/31/20	962,336
Stock options granted during the year ended 12/31/21	463,500
Stock options vested during the year ended 12/31/21	(354,336)
Stock options forfeited during the year ended 12/31/21	(30,000)
Balance of employee non-vested stock options outstanding as of 12/31/21	1,041,500
Stock options granted during the year ended 12/31/22	520,000
Stock options vested during the year ended 12/31/22	(327,500)
Stock options forfeited during the year ended 12/31/22	(59,000)
Balance of employee non-vested stock options outstanding as of 12/31/22	1,175,000

The weighted average grant date fair value of employee stock options granted during 2020 was \$0.40, during 2021 was \$0.70 and during 2022 was \$0.22. Total compensation cost recognized for share-based payment arrangements was \$21,536 in 2020 with a tax benefit of \$5,168, \$28,119 in 2021 with a tax benefit of \$6,861 and \$28,168 in 2022 with a tax benefit of \$6,873. As of December 31, 2022, total unamortized compensation cost related to options was \$26,106, which will be recognized as compensation cost over the next six to 36 months. No cash was used to settle equity instruments under share-based payment arrangements.

Note 8: Statements of Financial Accounting Standards

The Company does not believe that the recently issued Statements of Financial Accounting Standards will have any material impact on the Company’s Consolidated Statements of Operations or its Consolidated Balance Sheets. In June 2016, the FASB issued Accounting Standards Update 2016-13 “Financial instruments - Credit Losses (Topic 326) measurement of credit losses on financial instruments” which introduces a forward-looking approach, based on expected losses, to estimate credit losses on certain types of financial instruments, including trade and other receivables. The estimate of expected credit losses will require entities to incorporate considerations of historical information, current information and reasonable and supportable forecast. As a result these changes may result in earlier recognition of credit losses. This accounting standard updates also expands the disclosure requirements to enable users of financial statements to understand the entities assumptions, models and methods of estimating expected credit losses. This guidance is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of this accounting standards update.

Note 9: Contingencies

The Company, from time to time, is or may become involved in litigation or regulatory proceedings arising out of its normal business operations.

Currently, there are no such pending proceedings which the Company considers to be material.

Note 10: Certain Relationships and Related Transactions

The following is a summary of transactions to which the Company and certain officers and directors of the Company are a party or have a financial interest. The Board of Directors of the Company has adopted a policy that all transactions between the Company and its officers, directors, principal shareholders and other affiliates must be approved by a majority of the Company’s disinterested directors, and be conducted on terms no less favorable to the Company than could be obtained from unaffiliated third parties.

Of the 48 Units sold in the private placement which began in October 2016, three Units were purchased by Paul W. Mobley, Executive Chairman, and four Units were purchased by Marcel Herbst, Director. Each Unit consists of a Note in the principal amount of \$50,000 and a Warrant to purchase 50,000 shares of the Company’s Common Stock. These transactions were all completed on the same terms and conditions as all of the independent investors who purchased the other 41 Units. The Notes, at the time of issue, were to mature three years after issue date. In late 2018, the Company sent an offer to each remaining Note holder offering to extend the maturity of the Notes to January 31, 2023. Holders of \$775,000 in principal amount of the Notes accepted that offer of extension including the Notes held by Paul W. Mobley and Herbst Capital Management, LLC. In conjunction with the refinancing of the Company in February 2020, Notes held by Paul Mobley were included in the \$1,275,000 in principal amount of Notes that were repaid out of the proceeds of the new financing.

Note 11: Unaudited Quarterly Financial Information

2022

	<u>Quarter Ended</u>			
<u>December 31</u>	<u>September 30</u>	<u>June 30</u>	<u>March</u>	
	<u>31 (in thousands, except per share data)</u>			

(in thousands, except per share data)					
	Total revenue	\$ 3,329	\$ 3,909	\$ 3,750	\$ 3,465
	Operating income (loss)	(395)	382	282	159
	Net income (loss) before income taxes	(953)	4	(66)	(183)
	Net income (loss)	(873)	4	(50)	(137)
	Net income (loss) per common share				
	Basic	(.05)	(.01)	(.01)	(.01)
	Diluted	(.05)	(.01)	(.01)	(.01)
2021			2021		

(in thousands, except per share data)					
		Quarter Ended			
		December 31	September 30	June 30	March 31
	Total revenue	\$ 3,594	\$ 3,424	\$ 3,585	\$ 3,282
	Operating income	(106)	264	424	1,162
	Net income (loss) before income taxes	(451)	(79)	85	827
	Net income (loss)	(324)	(79)	85	827
	Net income (loss) per common share				
	Basic	(.01)	0	0	.04
	Diluted	(.01)	0	0	.04

Quarter Ended
December 31 September 30 June 30 March
31 (in thousands, except per share data)

Total revenue	\$ 3,594	\$ 3,424	\$ 3,585	\$ 3,282
Operating income	(106)	264	424	1,162
Net income (loss) before income taxes	(451)	(79)	85	827
Net income (loss)	(324)	(79)	85	827
Net income (loss) per common share				
Basic	(.01)	0	0	.04
Diluted	(.01)	0	0	.04

EXHIBIT C

**REGISTERED AGENT FOR SERVICE OF
PROCESS**

REGISTERED AGENT FOR SERVICE OF PROCESS

MINNESOTA

Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198

EXHIBIT D**STATE ADMINISTRATORS STATE
ADMINISTRATORS**

Alabama Office of the Attorney General Alabama State House 11 S. Union Street, 3 rd Floor Montgomery, Alabama 36130 (800) 392-5658	Arizona Arizona Corporation Commission Securities Division 1300 West Washington Street, 3 rd Floor Phoenix, Arizona 85007 (602) 542-4242
Arkansas Office of the Attorney General 200 Catlett-Prien Tower 323 Center Street Little Rock, Arkansas 72201 (501) 682-1323	California Department of Financial Protection and Innovation 320 West 4 th Street Los Angeles, California 90013-2344 (213) 576-7505 or (866) 275-2677

<p>Colorado Colorado Attorney General 1525 Sherman, 5th Floor Denver, Colorado 80203 (303) 866-4500</p>	<p>Connecticut Connecticut Commissioner of Banking State of Connecticut 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8100</p>
<p>Delaware Commissioner of Agriculture & Consumer Services Carvel State Office Building 820 N. French Street Wilmington, Delaware 19801 (302) 577-8400</p>	<p>Florida Commissioner of Agriculture & Consumer Services The Capitol Tallahassee, Florida 32399-0800 (850) 488-3022</p>
<p>Georgia Governor's Office of Consumer Affairs 2 Martin Luther King Jr. Drive, Suite 356 Atlanta, Georgia 30334 (404) 651-8600</p>	<p>Idaho Office of the Attorney General 700 W. Jefferson Street Boise, Idaho 83720-0010 (208) 334-2400</p>
<p>Illinois Illinois Attorney General 520 South Second Street Springfield, Illinois 62706 (217) 782-2256 or (800) 628-7937 (within Illinois)</p>	<p>Indiana Indiana Securities Division 302 W. Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681 or (800) 223-8791</p>
<p>Iowa Securities Bureau Lucas State Office Building, 2nd Floor Des Moines, Iowa 50319 (515) 281-4441</p>	<p>Kansas Office of the Attorney General Judicial Center 301 S.W. 10th Avenue Topeka, Kansas 66612 (785) 296-2215</p>
<p>Kentucky Division of Securities 477 Versailles Road Frankfort, Kentucky 40601 (502) 573-3390</p>	<p>Louisiana Louisiana Attorney General Consumer Protection Section State Capitol, 22nd Floor Baton Rouge, Louisiana 70804-9005 (504) 342-7013</p>
<p>Maine State of Maine Securities Division 121 State House Station Augusta, Maine 04333-0212 (207) 582-8760</p>	<p>Maryland Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410)576-6360</p>
<p>Massachusetts Massachusetts Securities Division One Ashburton Place, 17th Floor Boston, Massachusetts 02108 (617) 727-3548</p>	<p>Michigan Corporation and Securities Bureau 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48909 (517) 334-6212</p>
<p>Minnesota Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (612)</p>	<p>Mississippi Mississippi Attorney General P.O. Box 220 Jackson, Mississippi 38205-0220 (601) 359-4230</p>

296-2283	
Missouri Securities Division Missouri State Information Center 600 W. Main Jefferson City, Missouri 65101 (573) 751-4136 or (800) 721-7996	Montana Office of the Attorney General Justice Building 215 N. Sanders Helena, Montana 59620 (406) 444-2026
Nebraska Department of Banking & Finance P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445	Nevada Nevada Attorney General 100 N. Carson Street Carson City, Nevada 89701-4717 (775) 687-4170
New Hampshire Office of the Attorney General 33 Capitol Street Concord, New Hampshire 03301-6397 (603) 271-3658	New Jersey Office of the Attorney General Hughes Justice Complex 25 Market Street, P.O. Box 080 Trenton, New Jersey 08625-0080 (609) 292-8740
New Mexico Office of the Attorney General P.O. Drawer 1508 Santa Fe, New Mexico 87504-1508 (505) 827-6060	New York New York Secretary of State 99 Washington Avenue Albany, New York 12231 (212) 416-8236 NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st FL New York, NY 10005 (212) 416-8222
North Carolina Securities Division Department of the Secretary of State 300 N. Salisbury Street Raleigh, North Carolina 27603-5909 (919) 733-3924 or (800) 688-4507	North Dakota North Dakota Securities Commission State Capitol Building, 5 th Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-2910 or (800) 297-5124
Ohio Ohio Securities Commission 77 S. High Street, 22 nd Floor Columbus, Ohio 43266-0548 (614) 644-7381 or (800) 788-1194	Oklahoma Oklahoma Department of Securities First National Center 120 N. Robinson, Suite 860 Oklahoma City, Oklahoma 73102 (405) 280-7700
Oregon Department of Insurance and Finance 120 Labor & Industries Building Salem, Oregon 97302 (503) 378-4387	Pennsylvania Pennsylvania Securities Commission 1010 N. 7 th Street, 2 nd Floor Eastgate Office Building Harrisburgh, Pennsylvania 17102-1410 (717)

	787-8061 or (800) 600-0007
Rhode Island Director of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 222-2246	South Carolina Secretary of State Edgar Brown Building, Suite 525 Box 11350 Columbia, South Carolina 29211 (803) 734-2170
South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823	Tennessee Tennessee Attorney General 425 5 th Avenue North Nashville, Tennessee 37243 (615) 741-3549
Texas State Securities Board 200 E. 10 th Street, 5 th Floor P.O. Box 13167 Austin, Texas 78711-3167 (512) 305-8302	Utah Utah Department of Commerce Division of Consumer Protection 160 E. 300 South, Box 146704 Salt Lake City, Utah 84114-6704 (801) 530-6601
Vermont Attorney General's Office 109 State Street Montpelier, Vermont 05609-1001 (802) 828-3171	Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 th Floor Richmond, Virginia 23219 (804) 371-9051
Washington Director of Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501	West Virginia Office of the Attorney General 1900 Kanawha Blvd., Room 26E Charleston, West Virginia 25305-9924 (304) 558-2021
Wisconsin Division of Securities P.O. Box 1768 Madison, Wisconsin 53702 (608) 261-9555 or (800) 472-4325	Wyoming Office of the Attorney General 123 Capitol Building Cheyenne, Wyoming 82002 (307) 777-7841
Alaska Attorney General Alaska Department of Law 1031 W. Fourth Avenue, Suite 110 Anchorage, Alaska 99501	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813

EXHIBIT E

LIST OF CURRENT FRANCHISEES

~~2022~~2023 CURRENT NOBLE
ROMAN'S FRANCHISEES -

NOBLE ROMANS

Christy Seguin Christy Seguin
10016 110 Ave
Grande Prairie, ~~AB~~AB T8V 8L4
~~780-897-7548~~4

~~MCAC Inc David Cottrell 3351 Arctic
Blvd Anchorage, AK99503
907-751-6800~~

~~IGA Food Cache Gayle Larson 266
Richardson Hwy Delta Junction,
AK99737 907-895-4653~~

Fourth Avenue
Supermarket Gerard
D'Alessandro Jr 528 4th
Ave N Bessemer,
AL~~35020-205-424-6625~~
35020

Minesh Inc and Ankur
Chaudhari Ankur
Chaudhari 1027
Douglas Ave Brewton,
AL 36426

Howers IGA Lee Trout 209 Main St
Haines, AK~~99827 907-766-2040~~
99827

~~SOS Value Mart Nancy Hyke Mile
1-5 Keku Road Kake, AK99830
907-785-6444~~

~~Country Foods Grocery Inc Gary
Stroh 140 S Willow St Ste A Kenai,
AK99611 907-283-4834~~

A&R Supermarket Inc
Phillip Davis
11028 Hwy 25 Calera,
AL 35040

Tatsuda's Supermarket ~~Inc~~Jnc
Katherine Tatsuda
633 Stedman St Ketchikan,
AK~~99901 907-225-4125~~ 99901

~~Williams Inc Sandi White
3816 Tongass Ave Ketchikan,
AK99901 907-225-1279~~

~~John Gould & Son Josh Gould 7
Heart Lake Drive King Cove,
AK99612 907-497-2212~~

The Trading Union IGA Barry
Morrison 102 N Nordic Dr
Petersburg, AK~~99833~~
~~907-772-3881~~AT 99833

~~Northstar Alaska John Wagner
PO Box 69 Quinhagak,
AK99655 907-632-5077~~

~~Hames Corporation Paul Busby
1867 Halibut Point Rd. Sitka,
AK99835 907-747-6266~~

[MCAC Inc David](#)

[MCAC Inc David](#)
[Cottretl 3351 Arctic](#)
[Blvd Anchorage, AK](#)
[99503](#)

[IGA Food Cache Gayle Larson](#)
[266 Richardson Hwy Delta](#)
[Junction, AK 99737](#)

[SOS Value Mart](#)
[Nancy Hyke](#)
[Mile 1.5 KeKu](#)
[Road Kake,](#)
[AK 99830](#)

[Country Foods Grocery Inc](#)
[Gary Stroh](#)
[140 S Willow St Ste A Kenai,](#)
[AK 99611](#)

[Williams Inc](#)
[Sandi White](#)
[3816 Tongass Ave Ketchikan,](#)
[AK 99901](#)

[John Gould & Son Josh Gould](#)
[7 Heart Lake Drive King Cove,](#)
[AK 99612](#)

[Northstar Alaska John](#)
[Wagner PO Box 69](#)
[Quinhagak, AK 99655](#)

[Cubby's Marketplace Greg](#)
[Pearson](#)
[HC 89 Box 8581](#)
[Talkeetna, AK 99676](#)

[Mitchell Grocery Corg](#)
[Donna Dean PO Box 370](#)
[Alberville, AL 35950](#)

Belle Foods LLC Dave
Dettelbach
800 Lakeshore Pkwy
Birmingham, AL~~35211~~
~~205-912-4640~~ [35211](#)

~~-Piggly~~[Piggly](#) Wiggly Brundidge
Stanley Garrett
553 N Main St
Brundidge, AL~~36010~~ ~~334-735-3337~~
[36010](#)

~~A&R Supermarket Inc Phillip Davis~~
~~11028 Hwy 25 Calera, AL35040~~
~~205-668-1198~~

334-479-8642

205-489-5001

334-327-5886

Piggly Wiggly Sage Smoker PO
Box 293 Camden, AL~~36726~~
~~334-682-5330~~ [36726](#)

[MUL Inc and Gopal Patel](#)
[Gopal Patel](#)
[1309 Garridale St SW](#)
[Decatur, AL 35601](#)

[Srikanha Inc and](#)
[Gopal Patel Gopal](#)
[Patel 2401 Beltline](#)
[Rd SW Decatur, AL](#)
[35601](#)

Gateway Foods Inc Greg Waldrop
PO Box 687 Double Springs, AL
35553

-[Bay Minette Food Mart Inc and Ali](#)
[Alhaidmi Ali Alhaidmi Eufaula Citgo](#)
[Lake Point 2551 US-431 Eufaula,](#)
[AL36027](#)

Wall Street Markets LLC Adam
Treadwell 1140 Montgomery
Hwy Dothan, AL 36303

[Jack's Foodland #505 Larry](#)
[Smith 5564 Hwy 55 E](#)
[Eva, AL 35621](#)

[Diamond Mart é2 Inc and Harry](#)
[Patel Harry Patel 16070 Hwy 84](#)
[Evergreen, AL 36401](#)

[Shop 6 Save Wade Pierce](#)
[1806 Temple Ave N Fayette,](#)
[AL 35555](#)

[Piggly Wiggly Store #33, Inc.](#)
[John Hanson 7401 Hwy 43](#)
[Florence, AL 35634](#)

[Frisco City Market](#)
[Jennie Cook](#)
[235 Hwy 21 By Pass Frisco](#)
[City, AL 36445](#)

[Bruce's Foodland Scottie Smith](#)
[202 Greenhilt Blvd](#)
[Ft Payne, AL 35967](#)

[Dennis Foodland Ronnie](#)
[Perkins PO Box 160 Grant, AL](#)
[35747](#)

[Piggly Wiggly d-41 Leith Taylor](#)
[P.O. Box 316](#)
[Greensboro, AL 36744](#)

[Hackteburg Market Wally](#)
[Kemp 1515 Old Hackleburg](#)
[Rd Hackleburg, AL 35564](#)

[Piggly Wiggly of Haleyville](#)
[Ritky Hicks P.O. Box 618](#)
[Haleyville, AL 35565](#)

[Grinar's Foodland](#)
[Chad Griner PO Box 278](#)
[Hazel Green, AL 35750](#)

[Headland IGA Inc](#)
[Keith Hidle](#)
[17990 US 431 N Headland, AL 36345](#)

[Piggly Wiggly é267](#)
[Joe Chesser](#)
[104 River Square Plaza](#)
[Hueytown, AL 35020](#)

[Highway S Texaco Nandy Bhagat](#)
[1655 Highway S Jasper, AL 35503](#)

[KARMAAL Inc and Gopal](#)
[Patel Gopal Patel 111](#)
[Clifmere PI Madison, AL](#)
[35758](#)

[MTP Inc and Ritesh Patel](#)
[Ritesh Patel 9910 Tanner](#)
[Williams Rd Mobile, AL](#)
[36608](#)

Scott Food Mart Inc and Ali
Alhaidmi Ali Alhaidmi
Eufaula Citgo Lake Point 2551
US-431 Eufaula, AL36027
334-327-5886 36027

-Jack's Foodland #505 Larry Smith
5564 Hwy 55 E Eva, AL35621
256-796-5122

Fairhope Marathon Corp Corg
Mick Patel Shailav Sheth 8961
Fairhope Ave Fairhope,
AL36532 251-517-9900

~~Shop & Save Wade Pierce 1806
Temple Ave N Fayette, AL35555
205-932-2063 36532~~

-Piggly Wiggly Store #33, Inc. John
Hanson 7401 Hwy 43 Florence,
AL35634 256-757-1214

Fosters Supermarket
Gerry Griffin
13474 Hwy 11 S
Fosters, AL35463 205-722-9194
35463

~~Frisco City Market Jennie Cook 235
Hwy 21 By Pass Frisco City, AL36445
251-267-3551~~

~~-Bruce's Foodland Scottie Smith
202 Greenhill Blvd Ft Payne,
AL35967 256-845-1970~~

Cash Saver Doug Gregerson
272 N 3rd St Gadsden, AL35904
256-549-0644 35901

~~Dennis Foodland Ronnie Perkins PO
Box 160 Grant, AL35747 256-728-4312~~

~~-Piggly Wiggly #41 Keith Taylor P.O.
Box 316 Greensboro, AL36744
334-624-7368~~

~~334-479-8642~~
On The Hill Garden and
Market LLC and Tommy
Davis
Tommy Davis
264 N Jackson St Grove Hill,
AL 36451

Goar's Big Star Super Market Tim Goar
2415 11th Ave Haleyville, AL35565
205-486-3516 35565

~~-Piggly Wiggly of Haleyville Ricky Hicks P.O.
Box 618 Haleyville, AL35565 205-486-9598~~

~~-Griner's Foodland Chad Griner PO Box 278
Hazel Green, AL35750 256-828-5618~~

~~Headland IGA Inc Keith Hidle 17990 US 431 N
Headland, AL36345 334-693-3600~~

Nilkanth Varni Vami Food Inc Peshvin
Patel 7624 Mobile Hwy Hope Hull,
AL36043 334-604-9774 36043

~~-Piggly Wiggly #267 Joe Chesser 104 River
Square Plaza Hueytown, AL35020
205-230-0258~~

~~Highway 5 Texaco Nandy Bhagat 1655
Highway 5 Jasper, AL35503 205-221-4896~~

Teague's Piggly Wiggly
Phil Teague
337 9th Ave SW Lafayette, AL36862
334-864-8997 36862

Mega Meats Scott Scoggins 528 E
Patton Ave Montgomery, AL 36111

205-489-5001

334-327-5886

McGehee Road Super

McGehee Road Super
Foods Robert Renfroe 2905
McGehee Road
Montgomery, AL ~~36111~~
~~334-265-9845~~ 36111

Yanni 12 Inc and Dipak
Patel Dipak Patel 843 S
Decatur St Montgomery,
AL 36104

~~Mega Meats Scott Scoggins 528 E~~
~~Patton Ave Montgomery, AL 36111~~
~~334-288-0974~~

~~-Montgomery Enterprise 3 LLC and~~
~~Shubham Joshi Shubham Joshi 3001~~
~~McGhee Rd Montgomery, AL 36111~~
~~334-282-5077~~

~~-Renfroe's Foodland Robert Renfroe 9168~~
~~Eastchase Parkway Montgomery, AL 36117~~
~~334-462-7332~~

Ganesha G Mart LLC and Yatin Patel
Yatin Patel 1450 Fox Run Parkway
Oelika, AL ~~36801~~ ~~334-462-6577~~ 36801

~~-JTM Corporation Gil Milligan US Hwy~~
~~80 W #C Phenix City, AL 36870~~
~~334-298-1974~~

~~-Hills Foodland Johnny Hill 851 Park Rd~~
~~Pleasant Grove, AL 35127 205-744-9119~~

~~Piggly Wiggly #93 Jason Vinson 518 4th~~
~~Ave SE Red Bay, AL 35582~~

Piggly Wiggly of Red Bay AL Inc
Glen Vinson PO Box 360 Red
Bay, AL 35582

~~-Food Valu Edward Ikard 21501 AL-79~~
~~Scottsboro, AL 35768~~

TyBen, Inc. Brad Holmes 3890 W. 3rd St.
Bloomington, IN47404 812-333-1977

-Mixon Fruit Farms Dean Mixon 2525 27th St
E Bradenton, FL34208 941-748-5829

-DARMEL, LLC Melodee Hoff 2982 W.
Beecher St. Adrian, MI49221 517-265-4007

American Food Stores Montie Singh
397 North Washington Street
Constantine, MI49042 616-435-7130

-Aztex Enterprises Gary Forrester 5222
Middlebrook Pike Knoxville, TN37924
423-588-5357

-Bluffton Marathon Corporation Steve Fronk
111 Commerce Lane Bluffton, OH45817
419-423-0561

Caldwell Food Center Dennis Crock 110
Olive St. Caldwell, OH43724
740-732-4646

-Convenience Store Development Albert C.
Lane 924 Larimer Dr. Goshen, IN46525
219-537-1642

-Dorothy Smith Dorothy Smith 1307 E. Unaka
Ave. Johnson City, TN37601 423-929-3948

EJY Corporation Ed Yasechko 7041
Truck World Blvd. Hubbard, OH44425
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-Pro Stop Enterprises, LLC Janet Horton
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-Yerolemou, LLC George Yerolemou 2508
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-Saba, Andre (Subway) Andre Saba 710
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-Circle City Concessions, Inc. Tim Reuter
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-Mike's Foodland Mike Williams 1198 New
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-Miami Everglades Resort Bruce Bryant 213
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-Jellystone Camp Resort Bruce Bryant 213
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-Sports Connection Ricky Root 6755
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Trag's Market, Inc.
Barbara Lentz 303
Baldwin Ave.
San Mateo, CA 94401

Superior Grocers Agustin Cabrera 15510
Carmenita Rd Santa Fe, CA 90670

Delucchi's Market Enrique Sanchez 3640
Florence St Redwood City, CA 94063

-Trag's Market, Inc- Barbara Lentz 303 Baldwin
Ave. San Mateo, CA 94401 650-347-7021

-Las Montana's Market Tim Najib 13901 San
Pablo Ave San Pablo, CA 94806 925-382-5269

Maxi Foods Market Ignacio Enriquez
4050 University Ave Riverside, CA 92501

Compton's Market
Marty Wong
4065 McKinley Blvd Sacramento, CA 95819

Marinwood Market Jeanne Fitzgerald 155
Marinwood Ave San Rafael, CA 94903
415-491-1965 94903

-Dyer Fuel Inc Nasser (Nick) Nodouost 1351 E
Dyer Rd Santa Ana, CA 92705 714-546-8608

-Superior Grocers Agustin Cabrera 15510
Carmenita Rd Santa Fe, CA 90670 562-345-9000

Kings Supermarket
Sam Alkagos
400 E El Camino
Avenue Sacramento,
CA 95815

Keil's Food Stores
Brian Hair
3015 Clairmont Dr.
San Diego, CA 92117
619-275-7060 9211 i'

Dave's Market LLC
David Berry 320 W 3rd St
Santa Rosa, CA 95401 707-542-8333 95401

Mi Familia Supermarkets
Fausto Gutierrez 420 S
Meadowbrook San Diego,
CA 92114 619-416-4853

-Siesel's Meats
Robert Cababas 4131
Ashton St San Diego,
CA 92109
619-275-1234

-Windmill Farms

Food Bargain Market
Angie Martinez 6386 Del
Cerro Blvd
Jay Naoom
6261 Imperial Ave San
Diego, CA 92120
619-287-1400 92114

Tresierras Supermarkets
Arturo R Tresieras 1160
N Maclay Ave, Ste 200
San Fernando, CA 91340
818-365-8859 91340

-Food and Liquor World
Steve Golchehreh 728 Post
St.
San Francisco, CA 94109
415-773-8240

-Marina Supermarket
Roban Saeed 2181
Doolittle Dr San Lendo,
CA 94577 510-352-5724

650-868-9813

951-328-9252

Vineyard Creek Gas & Market, LLC Larry L.

Vineyard Creek Gas & Market, LLC Larry L.
Wasem 414 Aviation Blvd.
Santa Rosa, CA ~~95403-707-578-5344~~ **95403**

~~-Don's Market Don Brown 30250 Hwy 78 Santa
Ysabel, CA 92070-760-765-3272~~

[Don's Market Don Brown 30250
Hwy 78 Santa Ysabel, CA 92070](#)

Farmer's Sentry Supermarket
Ron Mancasola 4525 Shasta
Dam Blvd Shasta Lake, CA
96019

~~Scotts Valley Market Ron Clement Jr 14
Victor Square Scotts Valley, CA 95066~~

Charon Apple Market Paul Charon
111 Central Valley Hwy
~~Shafter~~ **Shafter**, CA 93263

[El Rancho Marketplace Greg King
2888 Mission Dr.
Solvang, CA 93463](#)

[Valley Farm Market, Inc.
Robert Wainscott 9040
Campo Rd.
Spring Valley, CA 91977](#)

[Tower Energy Group
Gary DeFraga 1983 W 190th St.,
Ste. 100 Torrance, CA 90504](#)

[J&T, Inc. d/b/a Pueblo Ranch Market
Jama/ Abuomar 14827 7th St.
Victorville, CA 92395](#)

[Castaneda's Market Jose Castaneda
8465 Old Redwood Hwy Suite 601
Windsor, CA 95448](#)

[Mr Paul's Market Vino Dewan 2255
Butte House Rd
Yuba City, CA 95993](#)

[The Grocery Store Paul Peeples 381
Colorado Dr Bayfield, CO 81122](#)

[Columbine Market, Inc. Howard
Tuthill
210 Crest Wood Dr. Gypsum, CO
81637](#)

~~El Rancho Marketplace Greg King 2886
Mission Dr., Solvang, CA 93463 805-688-4300~~

~~PriceCo Foods Randy Toy 13765
Mono Way Sonora, CA 95370~~

~~DIVILS d/b/a Susanville Supermarket
Richard Barber 50 Grand Ave.
Susanville, CA 96130~~

~~Seaside Market Frank Lopez 3801
Pacific Coast Hwy Torrance, CA 92505~~

~~Big A!'s Market Corey Harges 422 Main
St.
Wheatland, CA 95692~~

~~Nugget Market, Inc.
Kraig Brady 168 Court St.
Woodland, CA 95691~~

~~Hometown Food Markets
Ed Sowards 512 Main St Antonito, CO
81120~~

~~Fairplay Markets LLC d/b/a Prather's
James Dean PO Box 1554 Fairplay, CO
80440~~

~~Reyman's Grocery Tracy Reyman 100 S
Main Holly, CO 81047~~

~~Scotts Valley Market Ron Clement Jr
14 Victor Square Scotts Valley, CA
95066~~

~~Nielsen's Market, Inc., Kim Jensen 608
Alamo Pintado Rd Solvang, CA 93463
805-688-3236 93463~~

~~-PriceCo Foods Randy Toy 13765 Mono Way
Sonora, CA 95370 209-532-4343~~

~~Lunardi's Supermarket, Inc. Christopher
Booth 432 North Canal St., Suite 22 South
San Francisco, CA 94060 650-588-7607
94060~~

~~-Valley Farm Market, Inc. Robert Wainscott
9040 Campo Rd. Spring Valley, CA 91977
619-463-9595~~

~~-DMLS d/b/a Susanville Supermarket
Richard Barber 50 Grand Ave.
Susanville, CA 96130 530-257-5136~~

~~Oil and Water Pachanga Parkway LP
Lawrence Kourie 30515 Temecula Pkwy
Temecula, CA 92592 760-846-4332 92592~~

~~-Seaside Market Frank Lopez
3801 Pacific Coast Hwy Torrance, CA 92505
714-519-5379~~

~~-Tower Energy Group Gary DeFraga 1983 W
190th St., Ste. 100 Torrance, CA 90504
310-538-8000~~

~~Island Cove Abdo Nasser 150 4th St., Ste
1 Treasure Island, CA 94130 415-391-2299
94130~~

~~-J&T, Inc. d/b/a Pueblo Ranch Market Jamal
Abuomar 14827 7th St.
Victorville, CA 92395 760-843-7730~~

~~-Big A!'s Market Corey Harges 422 Main St.
Wheatland, CA 95692 530-633-2779~~

~~Shop N' Save Market Yassen Ali 421 7th
Street Williams, CA 95987 530-473-2895
95987~~

~~-Castaneda's Market Jose Castaneda 8465
Old Redwood Hwy Suite 601 Windsor,
CA 95448 707-838-8820~~

~~-Nugget Market, Inc. Kraig Brady 168 Court
St. Woodland, CA 95691 530-669-3300~~

~~Skywood Trading Post Taghreed Nasrah
17287 Skyline Blvd Woodside, CA 94062
650-851-0914 94062~~

~~-Mr Paul's Market Vito Dewan 2255 Butte
House Rd Yuba City, CA 95993
530-674-3822~~

~~-Hometown Food Markets Ed Sowards 512
Main St Antonito, CO 81120 719-376-2483~~

~~Clark's Market Brian
Brian Morrison
215 S Monarch St, Ste G103 Aspen,
CO 81611 970-925-5295 x 102 81611~~

~~-The Grocery Store Paul Peebles 381
Colorado Dr Bayfield, CO 81122
970-884-9523~~

~~-Fairplay
Dean
719-83~~

~~Village
Glenwo
-Columb
Wood-D~~

~~-Reym
Holly,~~

~~Charlie
Veta, C~~

The Country Store Nancy *Chambers* 916 N

The Country Store Nancy *Chambers* 916 N
Hwy 149 Lake City, CO ~~81235-970-944-2387~~
81235

~~-Thaxton's Market Brent Thaxton 117 Bent Ave Las
Animas, CO 81054-719-456-0611~~

~~Family Food Town Kelly Myers PO Box 760
Palisade, CO 81526~~

Ridgeway Mountain Market
Darin Hill
490 Sherman
Ridgeway, CO 81432

~~-Sim's Market Chris Forbes 3971 Big Horn Rd
Vail, CO 81657~~

Suru LLC d/b/a Ksk Foodmarket
Sarveshwar Patel 141 Nott Hwy
Ashford, CT 06278 860-805-1303

Bonifay IGA Chuck DoCkery 507 S
Mathushek St Bonifay, FL 32425

Thaxton's Market Brent Thaxton 117 Bent
Ave Las Animas, CO 81054

Rina
2187
0690

Sim's Market Chris Forbes 3971 Big
Horn Rd Vail, CO 81657

Wind
Wind
Willim

Bozzuto's, Inc. d/b/a
Adams Super Food Stores
David Hess PO Box 486
Cheshire, CT 06410
203-592-3168 06410

Guilford Food Center
Ron Rosa
77 Whitfield St.
Guilford, CT 06437

Laun
Inter

-Guilford Food Center Ren
Rosa 77 Whitfield St. Guilford,
CT 06437 203-453-4849

Village Market & Gas II LLC Vin
DeRosa 903 Exeter Rd Lebanon,
CT 06749

Hitch
1556
FL 32

Ted's Food Market Deborah
McNary 127 Main St.
Hebron, CT 06237
860-228-4311

Better Val-U Surgermarkets Frank
Bokoff 663 Norwich Rd Plainfield,
CT 06374

The C
Jeffer

Davis IGA, Inc.
Gary Davis 27 Kent Green
Blvd.
Kent, CT 06757
860-927-4093 GT 06757

-Service America Corporation, d/b/a
Centerplate bla Centerplate, Inc.

-Village Market & Gas II LLC
Vin DeRosa 903 Exeter Rd
Lebanon, CT 06749
413-822-4387

Northford Stores Nick Demos
1405 Middletown Ave Ste 6
Northford, CT 06472
203-484-1175

Natures Art Village Linda
Phillips 1650 Route 85
Oakdale, CT 06370
860-443-4367 06370

-Better Val-U Surpermarkets
Frank Bokoff 663 Norwich Rd
Plainfield, CT 06374
860-564-7684

Tops Markets John Salerno
887 Mariden Waterbury Rd
Plantsville, CT 06479
860-621-5837

K&L, Inc. of Connecticut
d/b/a Oliver's

Family Food Town Kelly Myers PO Box

Family Food Town Kelly Myers PO Box
760
Palisade, CO 81526

Suru LLC d/b/a Ksk Foodmarket
Sarveshwar Patel 141 Nott Hwy
Ashford, CT 06278

Ted's Food Market
Deborah McNary 127 Main
St.
Hebron, CT 06237

Northford Stores Nick
Demos 1405 Middletown
Ave Ste 6 Northford, CT
06472

Tops Markets John
Salemo 887 Mariden
Waterbury Rd Plantsville,
CT 6479

Tri-Town Foods Jack
Fitzpatrick 601 Norwich New
London Turnpike Uncasville,
CT 06360-860-848-0350 06360

-MFV Enterprises, Inc. Jim
Magee 190 Weston Rd.
Weston, CT 06883
203-227-2066

-Windham IGA Rob
Bounomano 422 Windham Rd.
Willimantic, CT 06226
860-423-3056

Winsted Supersaver, Inc.
Wendy Lemieux 372 Main
St.

Winsted, CT 06098
860-379-1946 06098

-Capitol Supermarket Doo
Park 1231 11th St NW
Washington, DC 20001
301-221-1258

-Launch Newark LLC Jason
Avant 200 Interchange Blvd
Newark, DE 19711
773-793-6401

Ramsey Piggly Wiggly Rebecca DeVuyst
20118 W Central Blountstown, FL 32424
850-674-5044 Bountstown, FL 32424

-Bonifay IGA Chuck Dockery 507 S
Mathushek St Bonifay, FL 32425
850-547-5544

-The Grocery Store Jared Thomas 35
Jefferson St Chattahoochee, FL 32324
850-408-0296

MJM Food Stores #2 LLC Milan Patel 670
South County Road 419 Chuluota, FL 32766
407-267-7863 32766

Twin Lakes Supermarket Inc

Twin Lakes Supermarket Inc
Scott Hayles
1814 US Hwy 90 W ~~DeFuniak~~DeKuniak
Springs, FL~~32433-850-892-3022~~ 32433

~~-The Village Grocer Tony Harmon PO Box 4317
Dowling Park, FL32060-386-658-3130~~

~~AMI-53 LLC Syed Ali 1300 NE 4th Ave Fort
Lauderdale, FL33304~~

Food Depot #~~6~~2 Rob Lewis 66 State Hwy 20
E Freeport, FL 32439

~~-Big Bend Fuel Inc Chris Bruckner 6912 Big Bend Rd
Gibsonton, FL33534~~

Leuenberger Enterprises, Inc.
Charlie Leuenberger 5355
Cotton St. Graceville, FL 32440
850-263-6360

Team Z Entertainment
LLC d/b/a Rebounderz
David Zorn 14985 Old St
Augustine Rd Unit 123
Jacksonville, FL 32258
904-300-0070 **32258**

-Fausto's Food Palace, Inc.
Alton Weekley 1105 White
St.
Key West, FL 33040
305-294-5224

Spires IGA Mike Spires 610
SW 1st St Lake Butler,
FL 32054 386-496-3364
32054

-Malone Foods IGA Ben
White PO Box 748 Malone,
FL 32445 850-569-2635

-Williamson's Food Store
Brian Williamson 840 FL-21
Melrose, FL 32666
352-475-1144

B & R Supermarket, Inc.
Max Milam 11 N. Royal
Poinciana Blvd., Ste. 100
Miami Springs, FL 33166
305-884-4870 **38 J66**

-Thuc Empire Inc Thuc
Trong Nguyen 1051 W
Sand Lake Rd Orlando,
FL 32809 407-577-7024

-Big Top Supermarket #2
Kenneth Shaw 1353 Coastal
Hwy Panacea, FL 32348
850-653-6504

Apple Market Inc Cory Dull
1021 Scenic Hwy
Pensacola, FL 32503
850-433-4384 **32503**

-Duren's Piggly Wiggly John
Clarrey 125 W Hwy 98 Port
Saint Joe, FL 32456
850-227-1292

Rebounderz-Midwest

Tampa, FL 33637 813-910-6806 **33637**
-City Discount Food Mart Mayank Patel 8925
N Boulevard Tampa, FL 33604 813-931-5280

Dorsey's Supermarket
Dorsey Holt
103 Brookside Dr Adel, GA **31620**

Mercado Fresco LLC
Lisa Reeves 4166 Buford Hwy, Box G3
Atlanta, GA **30345**

The Village Grocer Tony Harmon PO
Box 4317 Dowling Park, FL **32060**

Big Bend Fuel Inc Chris Bruckner
6912 Big Bend Rd Gibsonton, FL
33534

Beach Food Post Inc and Andy
Patel Andy Patel 6745
Commonwealth Ave Jacksonville,
FL 32254

Malone Foods IGA Ben White PO Box
748 Malone, FL **32445**

Thuc
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Mt P
435

Giant I
St Tam

-Rich's
204 W
850-63

-Dorse
Brook

Mike's
South F
229-483

-Jay's
GA315

-Merca
Hwy, E

Southwest Georgia Oil Co Inc d/b/a Inland
Michelle Weckstein 1711 E Shotwel St
Bainbridge, GA ~~39819-229-246-1553~~ 39819

AMI 53 LLC
Syed Ali
1300 NE 4th Ave Fort Lauderdale, FL
33304

Leuenberger Enterprises, Inc. Charlie
Leuenberger 5355 Cotton St.
Graceville, FL 32440

Fausto's Food Palace, Inc. Alton Weekley
1105 White St.
Key West, FL 33040

Williamson*s Food Store Brian Williamson
840 FL-21 Melrose, FL 32666

Big Top Supermarket #2 Kenneth Shaw
1353 Coastal Hwy Panacea, FL 32348

Duren's Piggly Wiggly
John Clarrey
125 W Hwy 98 Port Saint Joe, FL
32456

Cify Discount Food Mart Mayank Patel
8925 N Boulevard Tampa, FL 33604

Rich's IGA David Rich 201 W River
Road Wewahitchka, FL 32465

Jay's IGA Jay Williams J022 Pierce St
Alma, GA 31510

Dixie Dandy IGA Walter H Goodman
1015 Dothan Rd Bainbridge, GA ~~39817~~
~~229-246-5484~~ 39817

Freshway Markets - Bryce Emory Inc
Mike Howell 335 College Dr
Barnesville, GA ~~31008-770-358-1572~~
31008

~~Costcutter Nottley Dam LLC Hitesh Patel 40 St Hwy
325 Blairsville, GA 30512-706-745-0660~~

~~-Cairo IGA Troy Singletary 110 2nd Ave SE Cairo,
GA 39828-229-377-3112~~

~~-Rockdale~~

Rochdale Grocery Inc Wendell (Scott)
Lewis PO Box 1517 ~~-Conyers~~
Confers, GA ~~30012-770-922-9209~~ 30012

~~Dennis Barot d/b/a Your Supermarket Dennis Barot
605 B W 16th Ave Cordale, GA 31015~~

~~-Fresh Valu Foods Woo Lee 2626 Rainbow Way
Decatur, GA 30034~~

Piggly Wiggly #173 Mike Stone 140 E
Broad St Doerun, GA 31744

~~McDaniel Grocery Inc d/b/a Piggly Wiggly #287
Kevin McDaniel 1000 S Tennille St
Donalsonville, GA 39845 229-524-1177~~

~~-Piggly Wiggly #025 Kun Chen 3100
Washington Rd East Point, GA 30344
404-763-3835~~

Block N Blade Butcher Shop, Inc.
Donna Eskew 7433 Sput Springs
Rd., Ste. 103 Flowery Branch,
GA 30542 678-848-5444 [30542](tel:30542)

~~J&J Foods Tauna Rucker PO Box 977
Gainsville, GA 30503 678-668-0648~~

Convenience Stores, Inc [Inc](tel:30233) d/b/a Piggly
Wiggly Bobby Lavender 1010 E. 3rd St.
Jackson, GA 30233 770-775-4474 [30233](tel:30233)

~~-Market Place - Piggly Wiggly Aryn Meghani
415 Lee St Jefferson, GA 30549 706-367-5394~~

~~Pitts Bros Convenience Stores Dwayne Pitts
275 Hwy 19 South Leesburg, GA 31763
229-392-4571~~

~~-Wayfield Foods~~

[Wayfield F-oods](tel:30122) Inc Gregory Edenfield
PO Box 1370 Lithia Springs, GA 30122
404-918-4717 [30122](tel:30122)

~~-Thriftway Galaxy Food Store Michael Grimes
178 S Victory Dr Lyons, GA 30436
912-526-8164~~

~~Foothills IGA Jeff Downing 70 Foothills Pkwy
Marble Hill, GA 30148 770-893-1000~~

Gratis Store Inc Jennifer Schwebel 1986
Emmett Doster Road Monroe, GA 30656
404-925-2076 [30656](tel:30656)

~~-Hemrick's Super Thrift Colon Hemrick 10
Franklin Rd Newnan, GA 30263 770-253-6667~~

~~Nicholls IGA Andy Thomason 101 N Liberty St
Nicholls, GA 31551 912-345-5266~~

Jim Owenby
490 E Crusselle St Roberta, GA 31078
478-836-3495 [31078](tel:31078)

~~-Dills Food City Inc Tracy Dilworth 721 Cook
St Royston, GA 30662 706-498-4166~~

~~Red & White Foods Mitch Jones 3310
Ogeechee Rd Savannah, GA 31405
912-358-0511~~

Piglet Supermarkets, Inc. Thomas
"Bubba" Rogers 1053A Second St.
Soperton, GA 30457 912-529-3434 [30457](tel:30457)

~~-Suggs Valley Fresh Market Todd Suggs 222
Central Ave Trion, GA 30753 706-734-2101~~

Rubo's
Milton Patrick
1627 Pine Street
Unadilla, GA 31091 229-535-6046 [31091](tel:31091)

[Costcutter Nottley Dam LLC Hitesh
Patel 40 St Hwy 325 Blairsville, GA
30512](tel:30512)

[Den
Den
Coro](tel:30512)

[McD
#287
Dona](tel:30512)

[R A
Nels
Folk](tel:30512)

[Mark
Amy
415 L](tel:30512)

[Thrift
Grim](tel:30512)

[Hemr
Frank](tel:30512)

[Dills
Cook](tel:30512)

[Shre
Dign
2500
3179](tel:30512)

[Satill
Hwy 6
912-7](tel:30512)

Cairo IGA Troy Singletary 110 2nd Ave

Cairo IGA Troy Singletary 110 2nd Ave
SE Cairo, GA **39828**

Fresh Valu Foods Woo Lee 2626 Rainbow
Way Decatur, GA **30034**

Piggly Wiggly #025
Kun Chon
3100 Washington Rd East Point, GA
30344

J&J Foods Tauna Rucker PO Box 977
Gainsville, GA **30503**

Pitts Bros Convenience Stores
Dwayne Pitts
275 Hwy 19 South Leesburg, GA **31768**

Foothills IGA
Jeff Downing
70 Foothills Pkwy Marble Hill, GA **30148**

Nicholls IGA Andy Thomason 101 N
Liberty St Nicholls, GA **31554**

Red 6 White Foods Mitch Jones 3310
Ogeechee Rd
Savannah, GA **31405**

Suggs Valley Fresh Market Todd Suggs
222 Central Ave
Trion, GA **30753**

-IGA Woodbine Gunjan Patel 908
Georgia Ave Woodbine, GA**31569**
912-576-2139 **31569**

Majors Management LLC and Henry
Heithaus Henry (Hank) Heithaus PO Box
1565 Lawrenceville, GA~~30046-301-785-7300~~
30046

~~-American Grocery William Wong 148 E Marine
Drive Dedede, Guam 96929-671-488-7072~~

~~-Times Supermarkets Chris Borden 3375 Koapaka
St D-108 Honolulu, HI 96819-808-831-0811~~

Island Grocery Depot Jon Yasutake PO Box 517
Kahului, HI ~~96733-808-866-5011~~ 96733

~~-Dahl's Foods Kyra Eidbe
4343 Merle Hay Road Des Moines, IA 50310
515-278-1657~~

~~-Shiva Investment Inc Harjit Chaudhary 1401
Buchanan St Des Moines, IA 50316-951-588-7888~~

~~Barnes Foodland Michael Barnes 622 10th St DeWitt,
IA 52742~~

Stokes Market Steve Stokes 185 N. Main
St.
Aberdeen, ID 83210

~~-Kens Food Market Sherrie Garner 548 Tyage Ave
American Falls, ID 83211~~

A&A Market Kent Cummins PO Box 836
Aree, ID83213-208-527-8582

Hagerman, ID83332-208-837-6600

American Grocery William Wong 148
E Marine Drive Dededo, Guam 96929

Dave's Market Dave Jacobson PO
Box 744 Ashton, ID83420-208-652-7774
83420

Bisharat Market Rashid Bisharat 177
Main St Inkom, ID83245-208-775-3514
83245

Dahl's Foods Kyra Eidbo 4343
Merle Hay Road Des Moines, IA
50310

Love
Love
ID 83

Lam
93 S
Chal

Cool
ID 83

-Rob
Sprin
208-5

Ivie's M
ID 83254

-Thom
Malad,

Core
Core
ID835

S&S Fo
Pierce,

K&B

Corner
St Glenns Ferry, ID83623-208-366-7414
83623

-Southside Market Brock Lenz PO
Box 848 Glenns Ferry, ID83623
208-366-7484

-Cook's Saul Cook 501 Main St Gooding,
ID83330-208-934-8449

563-659-3136
Chappels Market Gary Chappel 180 S. State
St.

Thomas Market Jerry Thomas 170 S
Main St Malad, ID 83252

Kens Food Market Sherrie Garner 548
Tyage Ave American Falls, ID 83211

Nel's Bi-Lo Barry Dutton 333 N 15th
Ave Pocatello, ID 83201

Atkinson's Valley Market Jim Carlson
PO Box 835 Bellevue, ID 83313

Kesler's Market Bob Kesler 925 W Bridge
St Blackfoot, ID83221-208-785-0555

M&W Markets Jim Tate 3310 S
Gekeler Lane Boise, ID83706
208-344-8568 83706

-Thom
Malad,

Core
Core
ID835

S&S Fo
Pierce,

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Corner
St Glenns Ferry, ID83623-208-366-7414
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-Southside Market Brock Lenz PO
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-Cook's Saul Cook 501 Main St Gooding,
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563-659-3136
Chappels Market Gary Chappel 180 S. State
St.

-Loveland's General Store Blake Loveland
45 N Superior St Cambridge, ID83610
208-257-3813

Adamson's Brent Adamson PO Box 129
Carey, ID83320-208-823-4314

Ivie's M
ID 83254

-Thom
Malad,

Core
Core
ID835

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208-366-7484

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563-659-3136
Chappels Market Gary Chappel 180 S. State
St.

-Lamb's Market Scott Lamb 1307 E Hwy
93 S Challis, ID83226-208-879-4456

Village Square Tonya Clifford PO Box
7070 Challis, ID83226-208-879-4650
83226

Corner Market Traci Stewart 412 E 1st
St Glenns Ferry, ID83623-208-366-7414
83623

Corner
St Glenns Ferry, ID83623-208-366-7414
83623

-Southside Market Brock Lenz PO
Box 848 Glenns Ferry, ID83623
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-Cook's Saul Cook 501 Main St Gooding,
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Chappels Market Gary Chappel 180 S. State
St.

-Southside Market Brock Lenz PO
Box 848 Glenns Ferry, ID83623
208-366-7484

-Cook's Saul Cook 501 Main St Gooding,
ID83330-208-934-8449

563-659-3136
Chappels Market Gary Chappel 180 S. State
St.

208-397-4186

208-226-2504

Ave Pocatello, ID ~~83201-208-234-0642~~ 83201

~~Nel's Bi-Lo Barry Dutton 333 N 15th Ave~~
Pocatello, ID ~~83201-208-232-5739~~

Times Supermarkets Chris Borden 3375
Koapaka St D-108 Honolulu, HI **96819**

Barnes Foodland Michael Barnes 622 10th
St DeWitt, IA **52742**

A6A Market Kent Cummins PO Box 836
Arco, ID **83213**

Kesler's Market Bob Kesler 925 W Bridge
St Blackfoot, ID **83221**

Adamson's Brent Adamson PO Box 129
Carey, ID **83320**

Southside Market Brock Lenz PO Box
848 Glens Ferry, ID **83623**

Chappels Market Gary Chappel 180 S.
State St.
Hagerman, ID **83332**

Ivie's Market Justin Ivie PO Box 366
Mackay, ID **83251**

SBS Foods Sammy Bhardwaj 501 S
Main St Pierce, ID **83546**

Floyd's Harvest Foods Dan Akins PO
Box 545 Potlatch, ID ~~83855-208-875-0616~~
83855

Moldenhauer Inc Mike

Moldenhauer Inc Mike
Moldenhauer 618 North 2nd
East Rexburg, ID [83440](tel:83440)
[801-618-7992](tel:801-618-7992) [83440](tel:83440)

Broulim's Super Market, Inc.
Robert Broulim 182 N. State St.
Rigby, ID [83442 208-745-9201](tel:83442-208-745-9201)
[83442](tel:83442)

[Saveway Market Nathan Bills PO
Box 640 Salmon, ID 83467](tel:83467)

[Riggins One Stop Kim Zolman PO Box
466 Riggins, ID 83549-208-628-3000](tel:83549-208-628-3000)

[-Saveway Market Nathan Bills PO Box
640 Salmon, ID 83467-208-756-2822](tel:83467-208-756-2822)

[Star Mercantile Justin Woods PO
Box 39 Star, ID 83669](tel:83669)

McGregor Stores Brian McGregor
105 E. College St. Maries, ID [83864](tel:83864)
[208-245-5504](tel:208-245-5504)

[Swensen's Markets, Inc.
Benjamin Swensen 115 Addison
Ave. Twin Falls, ID 83301](tel:83301)

[Stroemer Foods Inc Michael J
Stroemer 575 Rodgers St
Barry, IL 62312](tel:62312)

[Ludlum Food Market Gary
Ludlum
1001 Cole St
Bushnell, IL 61422](tel:61422)

[Cermak Fresh Market Dan
Mondane 2701 W North Ave
Chicago, IL 60647](tel:60647)

[County Fair Food Inc William
Baffes 10800 South Western Ave
Chicago, IL 60643](tel:60643)

[Rico Fresh Market David Villegas
3552 W Armitage Chicago, IL
60647](tel:60647)

[Supermercado La Chiquita Cermak
Lulu Jimenez
4926 W Germak
Cicero, IL 60650](tel:60650)

~~Ridley's Family Markets Lisa Koompin 621
Washington St. S. Twin Falls, ID 93301
208-324-4633~~

Riggins One Stop Kim Zolman PO Box
466 Riggins, ID **83549**

~~One Stop Foods Dennis Kaldis PO Box 53545
Chicago, IL **60653-773-624-4444**~~

~~Swensen's Markets, Inc. Benjamin Swensen
115 Addison Ave. Twin Falls, ID 83301
208-734-9414~~

Moody's Market, Inc. Chester
Schilling 40 Homer Dr.
St. Maries, ID **83861**

Potash Markets Peter Kryger 1525 N. Clark
Street Chicago, IL ~~60610-312-337-7537~~ **60610**

S&W Supermarket Gerald White 23 N
Main St Altamont, IL ~~62411-618-483-6191~~
62411

Ridley's Family Markets Lisa Koompin
621 Washington St. S. Twin Falls, ID
93301

~~Rico-Fresh-Market-David-Villegas-3552-W-Armitage
Chicago, IL **60647-773-227-7972**~~

~~El Paso Grande Jaime Rodriguez 634 E New
York St Aurora, IL **60505-630-898-6639**~~

El Paso Grande Jaime Rodriguez 634 E
New York St Aurora, IL **60505**

Country Squire Foods Jeff Jaber 113 W Joe
Orr Rd Chicago Heights, IL ~~60411-708-756-0440~~ **60411**

~~Stroemer Foods Inc Michael J Stroemer 575
Rodgers St Barry, IL **62312-217-335-2516**~~

Tom's Family of Stores Thomas J
Schmutz 22310 E Webb Rd Bluford, IL
62814

~~Supermercado La Chiquita Cermak Lulu Jimenez
4926 W Cermak Cicero, IL **60650-708-780-7157**~~

Beecher City Foodliner Tim
Fasnacht 107 Charles St
Beecher City, IL ~~62414-618-487-5239~~ **62414**

Kirby Foods Inc Connie Alcom 4102 B
Fieldstone Rd Champaign, IL **61822**

~~CL Quick Stop of Belvidere Kevin
Olsen 1901 N State St Belvidere,
IL **61008-815-543-3312**~~

Happy Foods William Tarant 6415 N
Central Chicago, IL ~~60646-773-774-4466~~
60646

~~Tom's Family of Stores Thomas J Schmutz
22310 E Webb Rd Bluford, IL **62814**
618-755-9770~~

~~Ludlum Food Market Gary Ludlum 1001 Cole
St Bushnell, IL **61422-309-772-3144**~~

Village Fresh Market Jerry Kosmetatos
350 Lake Marian Rd Carpentersville,
IL ~~60110-847-426-4646~~ **60110**

~~Kirby Foods Inc Connie Alcom 4102 B
Fieldstone Rd Champaign, IL **61822**
217-352-2600~~

~~Cermak Fresh Market Dan Mondane 2701 W
North Ave Chicago, IL **60647-773-278-4447**~~

~~County Fair Food Inc William Baffes 10800
South Western Ave Chicago, IL **60643**
708-299-4569~~

One Stop Foods Dennis Kaldis PO Box
53545 Chicago, IL **60653**

Clinton IGA, Inc. Michael Chapman 220 E. Van
Buren St. Clinton, IL ~~61727-217-935-3779~~

Eagle Enterprise Inc Debra Mueller 110 S
Randolph St Coulterville, IL ~~62237~~
~~618-758-3663~~ 62237

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville,
IL ~~61832~~
~~217-446-8239~~
61832

~~Decatur Sparetime Lanes,
Inc. Gary Haines 2870 N.
Jasper St. Decatur,
IL 62526 217-875-3144~~

~~-Shop & Save Market
Rory Hancock 518
Metropolitan Way Des
Plaines, IL 60016
847-227-5800~~

Frey Enterprises, Inc.
Joe Frey 308 N.
Main St.
Dupu, IL ~~62239~~
~~618-286-4519~~ 62239

~~Save-A-Lot Effingham
Jeanette Gates 101 Keller
Dr Effingham, IL 62401~~

~~-Eldorado Big John Dan
Doughty PO Box 288
Eldorado, IL 62930~~

Dave's Supermarket
Mark Steffen 120 S
3rd St Fairbury, IL
61739

Farmer City Market Nick Patel 404 S Main St
Farmer City, IL 61842-224-587-0556

-Tom's Supermarket Richard Cashion
369 Market Place Drive Freeburg,
IL 62243-618-539-3163

Decatur Sparetime Lanes, Inc.
Gary Haines 2870 N. Jasper St.
Decatur, IL **62526**

Farmer City Market
Nick Patel 404 S Main St
Farmer City, IL 61842

-Food
Route
618-6
-Cut M
IL 6296

Save-A-Lot Effingham Jeanette Gates
101 Keller Dr
E9ingham, IL 62401

Russell Oil Company Leon Russell
PO Box 73 Galatia, IL **62935**
618-268-4722 **62935**

Valli Produce International Fresh Market
Joe Delulio 155 North Ave Glendale
Heights, IL **60139-630-682-5200 60139**

Mt Stearns
Pittsfield
62353

Greenup IGA Brad Williams
201 Cumberland Greenup, IL
62428

-Exel Sales Inc Jill Donovan-913
Greenwood Rd Glenview, IL 60025
847-344-3268

-Greenup IGA Brad Williams 201 Cumberland
Greenup, IL 62428-217-923-5045

-Gard
Naperville
-Neoga
Neoga

Lanark Food Center Trushar Patel 113
N Broad St
Lanark, IL 61046

Tom Hayes
Tom Hayes
110 W Quincy Box 494 Griggsville,
IL **62340-217-833-2481 62340**

JDM G
287 Oa

L&M Grocery Leonard DeRousse PO
Box 306 Martinsville, IL 62442

-Jacksonville County Market Laurie Welsh
1255 W Morton Jacksonville, IL 62650
217-243-8615

-Lanark Food Center Trushar Patel 113 N
Broad St Lanark, IL 61046-815-493-2750

Mason City IGA Jeff Ohney 201
West Elm Mason City, IL 62664

Cut Mart Ali Abukhdair 201 Main St
Mound City, IL 62963

Mike's Market Mike Frost
133 N Church St Louisville, IL **62858**
618-665-3151 **62858**

-D&S Foods Mike Brand 120 Bluff St
Marseilles, IL 61341-815-795-4200

-Jambaa Inc dba Kraemart Mike Kraemer 209
W Cumberland Martinsville, IL 62442
618-554-2487

Neoga IGA Sandra Szatkowski 186
W 6th St Neoga, IL 62447

L&M Grocery Leonard DeRousse PO Box
306 Martinsville, IL 62442-217-382-4022

L&M Grocery Leonard DeRousse 308
E Black St Martinsville, IL **62442**
217-382-4022 **62442**

-Mason City IGA Jeff Ohney 201 West Elm
Mason City, IL 62664-217-482-9442

Mark's My Store Larry Cowell 1512
Marion Ave Mattoon, IL **61938-217-235-0511**
61938

[Shop d' Save Market](#)

[Shop d' Save Market](#)

[Rory Hancock](#)

[518 Metropolitan Way Des Plaines, IL
60016](#)

[Eldorado Big John Dan Doughty PO Box
288](#)

[Eldorado, IL 62930](#)

[Tom's Supermarket](#)

[Richard Cashion](#)

[369 Market Place Drive Freeburg, IL
62243](#)

[Exel Sales Inc](#)

[Jill Donovan](#)

[913 Greenwood Rd Glenview, IL
60025](#)

[Jacksonville County Market](#)

[Laurie Welsh](#)

[1255 W Morton Jacksonville, IL 62650](#)

[D&S Foods Mike Brand 120 Bluff St
Marseilles, IL 61341](#)

[Yashasvi LLC and Peter Patel](#)

[Peter Patel](#)

[209 W Cumberland Martinsville, IL
62442](#)

[Food Park](#)

[Oefa Higginson Route 14 W](#)

[Randolph St McLeansboro, IL 62859](#)

[Garden Fresh Naperville](#)

[Nir Mor](#)

[955 W 75th St Naperville, IL 60565](#)

Foodtown Ken Newton 26650 Hwy 3
Olive Branch, IL ~~62969-618-776-5935~~
[62969](#)

Kaufman's SuperValu
Jim Kaufman 204 N 4th St
Oregon, IL ~~61061-815-732-7870~~
61061

Paxton IGA Craig Riecks 144
West Pells Street Paxton, IL
60957

~~Paxton IGA Craig Riecks 144 West Pells~~
~~Street Paxton, IL 60957-217-379-3312~~

Pulaski Valu Mart Gary Showmaker
PO Box 271 Pulaski, IL 62976

~~-Topway Foods Jim Harrison~~
~~1205 Main St.~~
~~Pecatonica, IL 61063-815-239-2505~~

~~-Red Bud IGA Rebecca Carroll 1010 S~~
~~Main St Red Bud, IL 62278~~

Shree Harikrupa, Inc.
Navin Dodia
800 NE Jefferson Avenue
Peoria, IL ~~61603~~
~~309-222-6389~~ 61603

Kelley Williamson Co Mark Long
1132 Harrison Ave Rockford, IL
61104

Expresslane Inc and Kathy
Peugh Kathy Peugh 130512th
Ave Rock Falls, IL 61071

Art's Super Mart Inc
Joseph Dewey 29 N
Eddy St Sandwich, IL
60548

Spring Valley
Supermarket Robert Lee
117 S Spaulding Spring
Valley, IL 61362

Toledo IGA Mark Talley
816 Courthouse Square Toledo, IL
62468

PCS Petroleum LLC Harjot (Joty)
Padda 913 Edwardsville Rd Troy,
IL 62294

Grand Food Center Tim Lichter
606 Greenbay Road Winnetka, IL
60093

Horner Foods Inc Verlin Homer
302 N Harrison St Alexandria, IN
46001

G8G Petro LLC and Harry
Garcha Harry Garcha 155 N
Main St Andrews, IN 46702

Meehan's IGA #2 Tom Meehan PO Box 138
Roodhouse, IL 62082 217-589-4317

-Art's Super Mart Inc Joseph Dewey 29 N Eddy St
Sandwich, IL 60548 815-786-6211

Worth BP Inc
Dipak Bhatt
10631 Southwest Hwy Worth, IL 60482

Topway Foods Jim Harrison 1205
Main St.
Pecatonica, IL 61063

Harvest Supermarkets, Inc.
Don Murphy
915 Jackson St Anderson, IN 46016

Red Bud IGA Rebecca Carroll 1010
S Main St Red Bud, IL 62278

KD Market Thomas Kleszyk 1102
S Roselle Rd Schaumburg, IL 60493
847-534-5939 60193

AA Khatra Petroleum Inc
Sam Khatra
170 IN-135 Bargersville, IN 46106

Neehan's IGA #2
Tom Meehan PO Box 138
Roodhouse, IL 62082

Seneca Food Mart
P Patel
271 S Main St Seneca, IL 61360

Seneca Food Mart P Patel 271 S Main
St Seneca, IL 61360 815-357-6734

-Ambe Krupa Food & Liquor Inc Vaibhav Patel
100 W Si Johnson Ave Sheridan, IL 60551
224-425-2499

-Spring Valley Supermarket Robert Lee 117 S
Spaulding Spring Valley, IL 61362 815-664-4385

Blue Goose Market
Matt Bank
300 S 2nd St St Charles, IL 60174
630-584-0900 60174

-Wessel's Deli John Wessel 101 E
Main St Teutopolis, IL 62467
217-663-0302

-Toledo IGA Mark Talley 816 Courthouse
Square Toledo, IL 62468 217-849-2998

Toluca IGA Mark Cherny 124 W Santa Fe
Ave Toluca, IL 61369 815-452-2336

-Trenton IGA Bruce Becker 491 E Broadway
Trenton, IL 62293 618-224-0038

-PCS Petroleum LLC Harjot (Joty) Padda
913 Edwardsville Rd Troy, IL 62294
314-497-0134

Wayne City Phillips 66 Darren Greenwalt
Mark Cherny 124 W Santa Fe Ave
Toluca, IL 61369

Wayne City Phillips 66 Darren
Greenwalt
107 N Main Wayne City, IL 62895
618-231-1265 62895

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-Home
St Alex

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765-64
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Merid

-AA Khatra Petroleum Inc Sam Khatra 170 IN-135
Bargersville, IN 46106-317-417-6193

TRISHA SHIV Inc Raj Patel 1340 E State
Road 46 Batesville, IN 47006-812-363-3176
47006

Revere's Food and Fuel LLC and Troy Lawyer
Troy Lawyer
3520 16th St Bedford, IN ~~47421-765-461-0562~~
47421

~~-Berkeley Finer Foods Dennis D'Amato 5447 St
Charles Rd Berkeley, IN 60163-708-547-0549~~

~~-Harleen Gasoline LLC Kulwinder Nagra 1206 US
Hwy North Berne, IN 46711-260-402-7776~~

Aai Khodal Inc Rakeshkumar Patel 9200 S Old
State Highway 37 Bloomington, IN ~~47403~~
~~765-516-3458~~ 47403

~~-Posey's Supermarket Richard Draeger 310 E
Locust St Booneville, IN 47601-812-897-5806~~

Page's Food Store William Kinley 120 S
Forest Ave Brazil, IN ~~47834-812-448-1779~~ 47834

~~Bellman Oil Co Inc Jamie Bellman 550 E 2nd St
Bremen, IN 46506~~

R&M Food Markets Julie Ekstrom 501 South
St Brookston, IN 47923

~~-Brownsburg BP Inc Kamal Jit Singh 51 Hornaday Rd
Brownsburg, IN 46112~~

~~Green St Petroleum LLC Ramanjit
(Jimmy) Singh 3195 N State Road
267 Suite 101 Brownsburg,
IN 46112 317-695-4882~~

Family Mart Ricky Singh
5726 N State Road 67
Bruceville, IN 47516
317-478-0427 **47516**

~~Kaiser's Supermarket Jeffrey
Kaiser PO Box 414 Butler,
IN 46721 260-868-2391~~

~~Keywest, LLC Tameka Arthur
PO Box 310 Camby, IN 46113
317-496-4061~~

Laser Flash, Inc. Peter
Murphy 617 Third Ave. SW
Carmel, IN 46032
317-571-1677 **46032**

~~Pavey's Grocery Carthage John
Pavey 12 N Main Carthage,
IN 46115 765-561-0660~~

~~Kemper's Market Mark Kemper
424 N State Street Chandler,
IN 47610 812-925-6286~~

SSA 4 Inc and Max Singh
Max Singh 1175 Broadway
Chesterton, IN 46304
574-323-8695 **46304**

Main Gas & Grocery Inc
Harjinder Purewal 1013 N
Main St Cloverdale, IN
46120

NR West, Inc. Stephen E.
Shirar 4140 Jonathon Moore
Pike Columbus, IN 47201

Ambishchambish Three
Inc
Bobby Singh

Berkeley Finer Foods Dennis D'Amato
5447 St Charles Rd Berkeley, IN
60163

Fairfax Petro LLC and Hamu Patel
Hamu Patel
8666 S Fairfax Rd Bloomington, IN
47401

Bellman Oil Co Inc Jamie Bellman 550
E 2nd St Bremen, IN 46506

Brownsburg BP Inc Kamal Jit Singh
51 Homaday Rd
Brownsburg, IN 46112

Kaiser's Supermarket Jeffrey Kaiser PO
Box 414 Butler, IN 46721

Pavey's Grocery Carthage John Pavey
12 N Main Carthage, IN 46115

~~-Clayton Petroleum Inc Kulwinder
(Sonny) Singh 5871 Liberty Parkway
Clayton, IN 46118 317-539-4123 **46118**~~

765-563-3188

~~Scott Oil Inc Brent Scott PO Box 385 Clinton,
IN 47842 765-832-2475~~

~~-Main Gas & Grocery Inc Harjinder Purewal 1013
N Main St Cloverdale, IN 46120 317-383-7263~~

Goss Grocery LLC Adam Goss 5418 S. SR
109 Columbia City, IN 46725 260-691-3154
46725

~~Bigfoot Food Stores, LLC P.O. Box 347 Columbus,
IN 47202 812-379-9227~~

Circle K Midwest, LLC Jim King 4080 W.
Jonathan Moore Pike **Pika** Columbus,
IN 47201 812-379-9227 **47201**

317-427-8290

Clarks Eastside Market Rich Owen 1449 E
5th St Connersville, IN 47331

Harlem Gasoline LLC Kulwinder Nagra
1206 US Hwy North Berne, IN 46711

Posey's Supermarket Richard Draeger
310 E Locust St Booneville, IN 47601

JFG Petroleum Inc and Surinder
Singh Surinder Singh 102 Vistula
St Bristol, IN 46507

Green St Petroleum LLC
Ramanjit (Jimmy) Singh 3195 N State
Road 267 Suite 101 Brownsburg, IN
46112

Keywest, LLC Tameka Arthur PO Box
310 Camby, IN 46113

Kemper's Market Mark Kemper 424
N State Street Chandler, IN 47610

Scott Oil Inc Brent Scott PO Box 385
Clinton, IN 47842

Bigfoot Food Stores, LLC P.O. Box 347
Columbus, IN 47202

Mahantlife Inc Dhaval Kalaria 2601
State St Columbus, IN 47204
317-702-3905 47201

~~NR-West, Inc. Stephen E. Shirar 4140
Jonathon Moore Pike Columbus, IN 47204
812-342-4477~~

~~-Ambishchambish Three Inc Bobby Singh
3676 Western Ave~~

MMG Connersville, IN 47331
765-354-8124

~~-Clarks Eastside Market Rich Owen LLC
and Manpreet Singh
Manpreet (Manny) Singh 1449 E
5th St Connersville, IN 47331
765-825-6012 47331~~

Covington Foods, Inc. Brian Carlson P.O.
Box 2061 Convington, IN47932
765-362-8822 [47932](tel:765-362-8822)

-Wise Way Eugene Rosario 10839
Randolph St Crown Point, IN46307
219-661-1400

-Park N Shop David Rhodes 1105 Lake Shore
Drive Culver, IN46511-574-842-2450

Mega Foods LLC Patrick O'Neil PO Box 302
Delphi, IN46923-765-447-1089

Wallman's Quality Foods
John McKean
123 E Franklin
Delphi, IN46923-765-564-3795 [46923](tel:765-564-3795)

-Stiles & Simon Enterprises LLC Barry Stiles
12465 Glennview Dr Derby, IN47525
812-639-1873

Bawa Petroleum Inc. d/b/a Bawa Food Mart
Kiranjit Bawa
22700 Old U.S. 20 E Elkhart, IN46516
574-389-8159 [46516](tel:574-389-8159)

-Burger Dairy Franklin Inc and Harnoor Singh
Harnoor Singh 1403 W Franklin St Elkhart,
IN46516-574-314-0302

-Garden Food Inc Ajmer (AJ) Singh 3011 R
Belvedere Rd Elkhart, IN46514-208-305-9470

Amreet Inc Sumit Patel 5015 N St Joseph Rd
Evansville, IN47720

-Brian Sitzman Brian Sitzman 1222 N Main St
Evansville, IN47711

C.E. Taylor Oil, Inc. Chuck Taylor 10105
Hedden Rd Evansville, IN 47725

847-909-8833

812-453-3721

812-486-7528

ISAI Inc Sumit Patel 6000 W St Joseph Rd
Evansville, IN 47720-847-909-8833

-Scott and Carissa Hettenbach Scott
Hettenbach 300 Hope Court Evansville,
IN 47712-812-480-7607

SVIB LLC Vishal Modi 2910 N
Stockwell Rd Evansville, IN 47715
812-430-9541 47715

Tiki Hut LLC Randy Mathews 116 W
Washington St Fairmont, IN 46928
765-206-0164 46928

JA Petro Inc and Annan Singh Aman
Singh
1795 W SR 28
Frankfort, IN 46041

BHI Senior Living Inc Dan Carr 2209 St
Joe Center Rd Ft Wayne, IN 46825

Floyd Central IGA LLC Dennis
Roudenbush 1042 N. Luther Rd.
Georgetown, IN 47122

AM Family Grocery Amos Lengacher
18509 Hursttown Rd Grabill, IN 46741

847-909-8833

Wise Way Eugene Rosario 10839
Randolph St Crown Point, IN 46307

812-453-3721

Mega Foods LLC
Patrick O'Neil PO Box
302 Delphi, IN 46923

B&B
Kerch
Gosh

Garden Food Inc Ajmer
(AJ) Singh 3011 R
Belvedere Rd Elkhart, IN
46514

Jays
Rd.
Gran

Brian Sitzman Brian
Sitzman 1222 N Main St
Evansville, IN 47711

ISAI Inc Sumit Patel
6000 W St
Joseph Rd
Evansville, IN
47720

-Strough's Supermarket
Johnny Singh 624 N
Madison
Fortville, IN 46040
317-485-4061 46040

-Fountain City Food and Fuel
Inc Rammy Grewal 402 US
Hwy 27 N Fountain City,
IN 47341 317-997-6268

JA Petro Inc and Aman
Singh Aman Singh 1795 W
SR 28 Frankfort, IN 46041
765-242-9696

JSA Foodmart Inc and
Amandeep Singh
Amandeep Singh 1795
W SR 28 Frankfort,
IN 46077-765-242-9696
46077

-BHI Senior Living Inc Dan
Carr 2209 St Joe Center Rd
Ft Wayne, IN 46825
260-704-7998

Miller Market Ahmad
Musleh 5019 US Hwy 12
Gary, IN 46403-219-938-0160
46403

Park N Shop David Rhodes 1105 Lake

Park N Shop David Rhodes 1105 Lake
Shore Drive Culver, IN **46S11**

Stiles & Simon Enterprises LLC Barry
Stiles 12465 Glennview Dr
Derby, IN 47525

Burger Dairy Franklin Inc and Harnoor
Singh **Hamoor** Singh 1403 W Franklin St
Elkhart, IN **46516**

Scott and Carissa Hettenbach **Scog**
Hettenbach 300 Hope Court
Evansville, IN 47712

Amreet Inc
Sumit Patel
5015 N St Joseph Rd Evansville, IN **47720**

Fountain City Food and Fuel Inc
Rammy Grewal
402 US Hwy 27 N Fountain City, IN
47341

MRJP Holdings LLC Jeremy Parker
303 S Lafayette St Frankton, IN
46044

-Johnson Oil Co Inc and Dick
Johnson Dick Johnson 102 S
Sycamore St Gaston, IN**46173**
765-358-3965 46173

-Floyd Central IGA LLC Dennis Roudenbush
1042 N. Luther Rd.
Georgetown, IN**47122 812-923-8894**

B&B Petro Inc Kiranjit Bawa 915 E
Kerchere Rd Goshen, IN46526
574-533-7714

Step Saver, Inc.
Crystal Marker (no longer there-
divorce) **7349** Stone Mountain
Road Gosport, IN**47333**
765-537-2233 47333

-AM Family Grocery Amos Lengacher 18509
Hursttown Rd Grabill, IN**46741-260-657-3500**

847-909-8833

812-486-7528

Fair Brothers Inc Sanjeev Chander
1207 S Bfoomington Sf Greencastle,
IN 46135

-Jonathan Byrd's Food Service At
Camp Atterbury LLC John Gerber PO
Box 413
Greenwood, IN46142-317-881-8888
46142

Neathery Enterprises, Inc. Brenda Neathery
PO Box 251 Greenwood, IN46142
317-422-1300

-FC Market Gabriel Carrillo 5600 S Sohl
Ave Hammond, IN46320-219-852-4200

Strack & Van Til Super Market, Inc.
Sam VanTil 2244 45th St
Highland, IN46322-219-865-8990 46322

Johnson Junction Inc d/b/a JJ's Megan
Reckelhoff 2840 Guilford St Huntington,
IN46750-260-355-2999

-AR 13 Inc Ravi Singh 7638 Acton

Post Road Petroleum Inc Dave Singh
1007 N Post Rd Indianapolis, IN46259
317-292-0230 46219

-Bradbury Petroleum Inc Pampal (Paul)
Singh 5405 W Bradbury Ave Indianapolis,
IN46241-317-446-2878

Emrich Petroleum Inc Jay Singh 324 W
Morris St Unit B Indianapolis, IN46225

Grace Foods Inc d/b/a bla Safeway
Corey Rowland 2153 Barth Ave
Indianapolis, IN 46203

-Indy Go Gas & Convenience LLC Gavin Hart
3802 W 96th St Indianapolis, IN46268

Jack Petroleum Inc Jack Singh 2411 W 16th
St Indianapolis, IN46222 812-344-4870

Ramjo, Inc.

-Jackson Oil Lou Carter Monica Heath
1970 Kentucky Ave.
Indianapolis, IN 46221

Stig, Inc.

Ryan P. Stigler man 6479 Titania
Dûve Indianapolis, IN46224
317-636-4421 46236

-Jathedar Corporation Mike Singh
8010 S. Madison Ave. Indianapolis,
IN46227 317-865-9538 Indianapolis, IN
46227

Local Marathon Inc Jay Singh 6429 S
Mooresville Rd Indianapolis, IN46224
732-581-8859

-Mann Rd BP Inc Baldev (Dave) Singh 6920
Mann Rd Indianapolis, IN46221
317-362-5843

-Marsh Supermarkets, LLC Kent Tapley 9800
Crosspoint Blvd. Indianapolis, IN46256
317-594-2100

MLCF, Inc.
Mike Farabaugh P.O. Box 47206
Indianapolis, IN46247 317-441-6265

Noble Roman's Inc Paul Mobley 6612
E 75th St Suite 450 Indianapolis,
IN46250 317-634-3377 46250

-Pizzaco, Inc. Paul Mobley One Virginia Ave.,
Ste. 800 Indianapolis, IN46204 317-634-3377

Post Road Petroleum Inc Dave Singh 1007
N Post Rd Indianapolis, IN46219
317-702-0112

-Ramjo, Inc. Monica Heath
1970 Kentucky Ave. Indianapolis, IN46224
317-878-2392

Dev Group 9 Inc and Devan Patel
Devan Patel
609 E US Hwy 40 Greencastle, IN
46135

Neathery Enterprises, Inc. Brenda
Neathery

PO Box 251
Greenwood, IN 46142

Johnson Junction Inc d/b/a JJ's Megan
Reckelhoff 2840 Guilford St Huntingdon,
IN 46750

Xpress Pantry Inc Varinder Sahi 5405 W
Bradbury Indianapolis, IN 46241

Saraga International Grocery
Babu Pandit
3605 Commercial Dr Indianapolis, IN
46222

-Ray-Ron Corporation Kevin Kelly
7201 West 10th St. Indianapolis,
IN46214 317-247-9161 Indianapolis,
IN 46214

Rynard Properties LLC Douglas Rynard 8220
Shelbyville Road Indianapolis, IN46259
812-614-0856

Salhan, LLC
Dave Singh
4590 N. Shadeland Ave. Indianapolis,
IN46226 317-362-5843 46226

-Saraga International Grocery Babu Pandit 3605
Commercial Dr Indianapolis, IN46222
317-388-9999

SGPC, LLC
Dave Singh 3210
3240 E Thompson Rd Indianapolis, IN46322
317-362-5843 Indianapolis, IN 46322

-Shadeland Petro Inc Kulwinder (Sonny) Singh
3620 Shadeland Ave Indianapolis, IN46226

317-270-0347

-Shelby Petro Inc Jay Singh 3502 Shelby St
Indianapolis, IN ~~46227~~ 317-602-4931

Tree City Travel Plaza LLC
Jeff Whitaker
1815 N Michigan Rd Greensburg, IN
47240

Xpress Pantry Inc Varinder Sahi 5405 W
Bradbury Indianapolis, IN ~~46241~~
317-430-3434
- 46221

Ski ~~Petro~~ **Petra** Inc Sanjeev Chander 1215 S
Girls School Rd Indianapolis, IN ~~46231~~
317-449-0017 Indianapolis, IN 46231

FC Market Gabriel Carrillo 5600 S
Sohl Ave Hammond, IN 46320

Pizzaco, Inc.
Paul Mobley
One Virginia Ave., Ste. 800
Indianapolis, IN 46204

-Southeastern Petro Inc Jay Singh 5060
Southeastern Ave Indianapolis, IN ~~46203~~
732-581-8859

Garcha Enterprises Inc and Harry
Harry Garcha
4189 W 200 N Huntington, IN 46750

-Stig, Inc.
Ryan P. Stigleman 6479 Titania Drive

MLCF, Inc.
Mike Farabaugh P.O. Box 47206
Indianapolis, IN 46247

Jack Petroleum Inc Jack Singh 2411 W
16th St Indianapolis, IN 46222

MarSh Supermarkets, LLC Kent
Tapley 9800 Crosspoint Blvd.
Indianapolis, IN 46256

Local Marathon Inc
Jay Singh
6429 S Mooresville Rd Indianapolis,
IN 46221

Jackson Oil
Lou Carter
1970 Kentucky Ave.
Indianapolis, IN ~~46236~~ 317-654-5153

YM Oil Inc Parminder (Harry) Singh
Malhi 2960 S Meridian Meudian St
Indianapolis, IN ~~46225~~
317-440-4621 Indianapolis, IN 46225

-Jamestown IGA Mike Cook 33 Brush St
Jamestown, IN ~~46147~~ 765-676-5541

Houchens North Foods Craig Knies 611
Bartley Jasper, IN ~~47546~~ 812-482-1366

-H & M Petroleum Inc Rick Singh 4013 S.
OO EW Kokomo, IN ~~46902~~ 765-450-8426

Emrich Petroleum Inc Jay Singh 324 W
Morris St Unit B Indianapolis, IN 46225

Rynard Properties LLC Douglas Rynard

Rynard Properties LLC Douglas Rynard
8220 Shelbyville Road Indianapolis, IN
46259

Shelby Petro Inc Jay Singh 3502 Shelby St
Indianapolis, IN 46227

Bradbury Petroleum Inc Pampal (Paul)
Singh 5405 W Bradbury Ave
Indianapolis, IN 46241

Mann Rd BP Inc Baldev (Dave) Singh 6920
Mann Rd Indianapolis, IN 46221

Tibbs Petroleum Inc and Gurpreet Singh
Gurpreet Singh 3401 W 10th St
Indianapolis, IN 46222

Jamestown IGA Mike Cook 33 Brush St
Jamestown, IN 46147

Singh Gas & Grocery Inc and Gagan Basra
Gagan Basra 951 Wernsing Road Jasper,
IN 47546

Love Food LLC Mandeep Singh 1201 E
Morgan St Kokomo, IN 46901

H & M Petroleum Inc Rick Singh 4013 S. OO
EW Kokomo, IN 46902

Kiran Partners Inc Rick Singh 615 N
Washington Kokomo, IN ~~46901-765-513-5021~~
46901

~~Love Food LLC Mandeep Singh 1201 E Morgan St~~
~~Kokomo, IN 46901~~

~~-Rick Singh Rick Singh~~
~~615 N Washington Kokomo, IN 46901~~

Miller's Markets Garry Miller PO Box 240
Lagrange, IN 46761

Bright Market Dave Pinney 24072 State Line
Rd Lawrenceburg, IN 47025

IQRA Petroleum LLC Sajid (Sam) Amin
Sulehria 101 N Main St Lynn, IN 47355

McClure Oil Corp.
Kelly McClure
PO Box 1750 Marion, IN 46952

Lakeshore Food Corg d/b/a AI*s
Supermarkets Robert Bline PO Box 737
Michigan City, IN 46360

Hazen Enterprises LLC Anthony Hazen
67015 US 31 South Lakeville, IN ~~46536~~
~~574-784-9067~~ 46536

Leesburg Stop N Go and Gurginder Singh Gurginder Singh 101 S Main St Leesburg, IN 46538

SN Marathon LLC Narginder Singh 1806 Cragmont St Madison, IN 47250

Marion Petroleum Inc Ravinder Singh 2210 N Huntington Rd Marion, IN 46952

Forks County Line Stores, Inc. JeP James 508 E Warren St Middlebury, IN 46540

Southeastem Petro Inc Jay Singh 5060 Southeastern Ave Indianapolis, IN 46203

Shadeland Petro Inc Kulwinder (Sonny) Singh 3620 Shadeland Ave Indianapolis, IN 46226

Houchens North Foods Craig Knies 611 Bartley Jasper, IN 47546

Rick Singh Rick Singh 615 N Washington Kokomo, IN 46901

Morgan Street Holding LLC, Darshan S Basraon and Amandeep Kau Darshan (Danny) S Basraon 1201 E Morgan St Kokomo, IN 46902

~~-Lakeville One Stop Inc Khalsa Attinderpal Attindergal Singh 110 N Michigan St Lakeville, IN 46536 574-386-1158 46536~~

~~-Bright Market Dave Pinney 24072 State Line Rd Lawrenceburg, IN 47025 812-637-1700~~

~~RGA Corp d/b/a RGA Oil Gurginder Singh 101 S Main St Leesburg, IN 46538 260-255-8915~~

~~Guillaume's Store Beverly Guillaume 12228 Indiana Street Leopold, IN 47554 812-843-5134 47551~~

~~-IQRA Petroleum LLC Sajid (Sam) Amin Sulehria 101 N Main St Lynn, IN 47355 773-931-9533~~

~~SN Marathon LLC Narpinder Singh 1806 Cragmont St Madison, IN 47250 812-274-0578~~

~~Homer's 765-513-5021~~

Homer's Butcher Block Verlin Horner 825 E 30th St Marion, IN 46953 765-662-6112 46953

~~Martinsville Food Mart LLC Shalinder Kular 390 E Morgan St Martinsville, IN 46151 317-750-3212 46151~~

~~-Lakeshore Food Corp d/b/a Al's Supermarkets Robert Blaine PO Box 737 Michigan City, IN 46360 219-879-3357~~

~~Forks County Line Stores, Inc. Jeff James 508 E Warren St Middlebury, IN 46540 574-825-5896~~

~~Shri Gianeshay Gianashay Namah, Inc. Bharat K. Patel 1408 Lincolnway East Mishawaka, IN 46544 574-323-1113 46544~~

~~-Frabergs IGA Ken Fraley 490 N Chestnut St Monrovia, IN 46157 317-996-2587~~

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[282 IN-60 Mitchell, IN 47446](#)

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[St. Monrovia, IN 46157](#)

Simran Petroleum Inc Onkar Singh 68310
SR 15 New Paris, IN ~~46553-574-831-3020~~
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Baba Budha Corp [Corg](#) d/b/a Town Mart
Paramjeet Guraya 249 W Washington St
Morgantown, IN ~~46160-812-597-5600~~ [46160](#)

[Manny, Inc James Cavaletto PO Box 445](#)
[Morristown, IN 46161](#)

~~Meera Vashi--Subway Meera Vashi 5522 Stacer~~
~~Rd Suite B Newburgh, IN 47630~~

~~-Orland Mid Town Market Richard (Rick) Rogers~~
~~9474 W State Route 120 Orland, IN 46776~~

Gallon's Supermarket, Inc. Norm Gallion
P.O. Box 134 Orleans, IN 47452

Muncie Southside Shell Inc Shalinder Kular
1401 E 29th St Muncie, IN ~~47302-317-750-3212~~
[47302](#)

~~-Royerton Foodmart Inc Tejinder Toor 7910 N~~
~~State Road 3 Muncie, IN 47303-408-707-6676~~

Nashville Amoco Steve Payne P.O. Box
1955 Nashville, IN ~~47448-812-988-1822~~ [47448](#)

~~McKim's IGA Larry Williams 1320 Main St.~~
~~Mt. Vernon, IN 47620-812-838-6521~~

~~-Gagan Petroleum Inc Avtar Singh 5302 N~~
~~Wheeling Ave Muncie, IN 47304-765-254-1330~~

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~~Groceries By Joe Joe Laureys 485 E Michigan St~~
~~New Carlisle, IN 46552-574-654-7422~~

HD Petroleum Inc and Dixit Patel
Dixit Patel 5302 Wheeling Ave
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~~-LJ's Quick Thru of New Castle LLC Jason~~
~~Loveless 2323 Broad St New Castle, IN 47362~~
~~765-760-3135~~

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[Jason Loveless 2323 Broad St New](#)
[Castle, IN 47362](#)

[Orland Mid Town Market Richard \(Rick\)](#)
[Rogers 9474 W State Route 120 Orland, IN](#)
[46776](#)

[Fellure Foods Pauline Fellure PO Box 197](#)
[Otterbein, IN 47970](#)

[Pendleton Market Inc and Amandeep](#)
[Mundi Amandeep \(Sunny\) Mundi 7175 S](#)
[State Road 67 Pendleton, IN 46064](#)

[Wills Market Donnie Smith Jr PO Box 32](#)
[Redkey, IN 47373](#)

[Holiday Foods & Groceries, Inc.](#)
~~Russell Windler~~ P.O. Box 139
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812-865-2727

SIYA, Inc.
Kentan Patel 645 N. Buckeye St. Hwy. 424
Osgood, IN 47037-812-689-5128
-Fellure Foods Pauline Fellure PO Box
197 Otterbein, IN 47970-765-583-4080

[Fra6efig's IGA Inc Ken](#)
[Fraleay 490 N Chestnut](#)
[St Monrovia, IN 46157](#)

[Gagan Petroleum Inc Avtar Singh](#)
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[47304](#)

[McKim's IGA Larry](#)
[Williams 1320 Main St.](#)
[Mt. Vernon, IN 47620](#)

[Groceries By Joe Joe Laureys 485 E](#)
[Michigan St New Carlisle, IN 46552](#)

Paragon Supermarket ~~DaHa~~[Data](#)
Bryant 309 West Union Street
Paragon, IN ~~46166-765-537-9622~~ [46166](#)

[Meera Vashi - Subway Meera Vashi](#)
[5522 Stacer Rd Suite B Newburgh, IN](#)
[47630](#)

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Pendleton, IN 46064
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[SIYA, Inc.](#)
[Kentan Patel 645 N. Buckeye St. Hwy.](#)
[421 Osgood, IN 47037](#)

Plymouth Stop n Go Inc
and Arshdeep Ralh
Arshdeep ~~Ralh~~[Rash](#) 2405
N Michigan St Plymouth,
IN ~~46563-260-255-8914~~
[46563](#)

[OO Gas N Go Inc James Onken 7175](#)
[S State Road 67 Pendleton, IN 46064](#)

[Don West Don West](#)
[6329 750 SW Reelsville,](#)
[IN 46171](#)

-Prairie Creek Food Mart Inc and
Paramdeep
Singh
Paramdeep Singh 15817 S State Rd
63 Prairie Creek, IN ~~47869-203-543-0143~~
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[T&G Gas 8 Food Inc](#)
[Ravi Singh 829 N Ewing](#)
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Redkey, IN ~~47373-765-369-2226~~
-Don West Don West 6329 750 SW
Reelsville, IN ~~46171-765-721-0218~~

Gurnav Inc Gurpreet Singh 8530 E US
Hwy 36 Rockville, IN ~~47872-231-288-4887~~
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~~Winkler P.O. Box 139 Santa Claus,~~
~~IN 47579-812-937-4428~~

-Stone Ridge Station Inc Keith Hedinger
1450 W Christmas Blvd Santa Claus,
IN ~~47579-812-683-9361~~

-T&G Gas & Food Inc Ravi Singh 829 N
Ewing St Seymour, IN ~~47274-812-405-2650~~

812-842-0615

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Bowl Brb Inc Brent Phillips 1601 S Miller
St Shelbyville, IN ~~46176-812-375-4176~~
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-Martin's Super-Markets Inc Gregory L Freehauf

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PO Box 2709 South Bend, IN46680 574-239-1828

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Sample South Bend, IN46601 574-320-3242

-Star 001 LLC Kuljit (Shawn) Singh 3323 Prairie
Ave South Bend, IN46614 574-261-7281

-Drake's Enterprise LTD Jay & Jamie Francis 204
N Washington St Swayzee, IN46986
765-480-3248

Baesler's Inc. Bob Baesler 2900 Poplar St.
Terre Haute, IN47803 812-232-2498

-Vik Ramjit Singh, Raju Bhaji and Varinder Sahi
Vikramjit (Vik) Singh 2455 Lafayette Ave Terre
Haute, IN47805 917-344-0290

-NANAK JI Inc Himmat Singh 704 West Trafalgar
Pointe Way Trafalgar, IN46181 317-445-3737

Ps Upland Inc Palwinder Singh 863 S Main Upland,
IN46989 929-393-2006

-701 BP LLC Balkrushna (Chris) Patel 701 W
Main St Vevay, IN47043 812-571-4732

-Koontz Lake Market Randy Kafantaris 7893 N.
Hwy. 23 Walkerton, IN46574 574-586-7222

MaraCor Inc Brian King P.O. Box 371 Walton,
IN46994 574-626-2514

-Clarkson's Market Chris Clarkson 106 E Main
St.
Westport, IN47283 812-591-2510

-Highway Petro Inc Jay Singh 4102 IN-267
Whitestown, IN46075 732-581-8859

Williamsport Food Basket Inc Emily Shireley 500
State Road 28 East Williamsport, IN47993

-S&D's Market, Inc. d/b/a Sanders Foods Jay
Sanders 858 North Plymouth Rd. Winamac,
IN46996

-HGMG Inc Harminder Gill 202 N Range St
Welcott, IN47995

Worthington Foods, Inc. d/b/a Worthington Country
Markets Timothy Wright 319 Canal St.
Worthington, IN47471-812-875-2031

-Kismat Petroleum Inc and Pampal Singh
Pampal (Paul) Singh 3255 US 421 Zionsville,
IN46077 317-313-5878

-Shalinder Kular Shalinder Kular 11723
Walton Cres Zionsville, IN46077
317-750-3212

Tri Star Food Mart Inc Shalinder Kular
11723 Walton Cres Zionsville, IN46077
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-Farmers Country Market Ben Parsons
1800 Central Ave Dodge City, KS67801
620-225-2981

-Santan County Foods Inc Hugh Brown
602 S Main St Johnson, KS67855
620-492-2390

Meade Thriftway Brad Jansonius 922 W
Carthage Meade, KS67864 620-873-5337

-Satanta Grocery Renee Massey 109 E
Comanche Satanta, KS67870
620-649-2741

-Venture Foods Beth Geisick PO Box 155
Sublette, KS67877 620-675-2246

Booneville Shopwise Bart Patton 279
Kentucky 28 Booneville, KY41314
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-Campbellsburg Supermarket Stephen
Smith PO Box 189 Campbellsburg,
KY40011 502-532-7387

-Craycraft's IGA Richard Brown 3500
Court Street Catlettsburg, KY41129
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<u>One Stop Food and Shop</u> <u>Kiranjit Bawa</u> <u>209 W Sample</u> <u>South Bend, IN 46601</u>		<u>Martin's Super Markets Inc</u> <u>Gregory L Freehauf</u> <u>PO Box 2709</u> <u>South Bend, IN 46680</u>	<u>Star 001 LLC</u> <u>Kuljit (Shawn)</u> <u>Singh 3323 Prairie</u> <u>Ave South Bend, IN</u> <u>46614</u>
<u>Akash Oil & Gas Inc</u> <u>Onkar Singh 2124</u> <u>McKinley Ave</u> <u>South Bend, IN</u> <u>46617</u>		<u>Dev Group 8 Inc and Devan</u> <u>Patel Devan Patel</u> <u>782 W Wolf St</u> <u>Sullivan, IN 47882</u>	<u>Drake's Enterprise</u> <u>LTD Jay & Jamie</u> <u>Francis 204 N</u> <u>Washington St</u> <u>Swayzee, IN 46986</u>
<u>Baesler's Inc.</u> <u>Bob Baesler</u> <u>2900 Poplar</u> <u>St.</u> <u>Terre Haute, IN 47803</u>		<u>Vik Ramjit Singh, Raju Bhaji and Varinder</u> <u>Sahi Vikramjit (Vik) Singh 2455 Lafayette</u> <u>Ave Terre Haute, IN 47805</u>	<u>NANAK JI Inc</u> <u>Himmat Singh</u> <u>704 West Trafalgar Pointe Way</u> <u>Trafalgar, IN 46181</u>
<u>Ps Upland</u> <u>Inc Palwinder</u> <u>Singh 863 S</u> <u>Main</u> <u>Upland, IN 46989</u>		<u>Veedersburg Petroleum Inc and</u> <u>Gurjinder Singh</u> <u>Gurjinder Singh</u> <u>913 E 2nd St</u> <u>Veedersburg, IN 47987</u>	<u>701 BP LLC</u> <u>Balkrushna (Chris) Patel</u> <u>701 W Main St</u> <u>Vevay, IN 47043</u>
<u>Koontz Lake Market</u> <u>Randy Kafantaris</u> <u>7893 N. Hwy. 23</u> <u>Walkerton, IN 46574</u>		<u>MaraCor</u> <u>Inc Brian</u> <u>King</u> <u>P.O. Box 371</u> <u>Walton, IN 46994</u>	<u>Clarkson's</u> <u>Market Chris</u> <u>Clarkson 106 E</u> <u>Main St.</u> <u>Westport, IN 47283</u>
<u>Williamsport Food Basket Inc</u> <u>Emily Shireley</u> <u>500 State Road 28 East Williamsport,</u> <u>IN 47993</u>		<u>S&D's Market, Inc. d/b/a Sanders</u> <u>Foods Jay Sanders</u> <u>858 North Plymouth</u> <u>Rd. Winamac, IN</u> <u>46986</u>	<u>HGMG Inc Harminder Gill 202 N Range</u> <u>St Wolcott, IN 47995</u>
<u>Worthington Foods, Inc. d/b/a</u> <u>Worthin^9! Country Markets Timothy</u> <u>Wright 319 Canal St.</u> <u>Worthington, IN 47471</u>	<u>^</u>	<u>Shalinder Kular</u> <u>Shalinder Kular</u> <u>11723 Walton</u> <u>Cres</u> <u>Zionsville, IN 46077</u>	<u>Kismat Petroleum Inc and Parnpal</u> <u>Singh Parnpal (Paul) Singh</u> <u>3255 US 421</u> <u>Zionsville, IN 46077</u>
<u>Farmers Country Market</u> <u>Ben Parsons</u> <u>1800 Central Ave</u> <u>Dodge City, KS 67801</u>		<u>Santan County Foods</u> <u>Inc Hugh Brown 602</u> <u>S Main St Johnson,</u> <u>KS 67855</u>	<u>Meade</u> <u>Thiftway Brad</u> <u>Jansonius</u> <u>922 W</u> <u>Carthage</u> <u>Meade, KS 67864</u>
<u>Satanta</u> <u>Grocery Renee</u> <u>Massey 109 E</u> <u>Comanche</u> <u>Satanta, KS</u> <u>67870</u>		<u>Venture Foods</u> <u>Beth Geisick</u> <u>PO Box 155</u> <u>Sublette, KS 67877</u>	<u>S&S La Grange Foodmart and Upkar</u> <u>Sohal Upkar Sohal 19 Fairground Road</u> <u>Bedford, KY 40006</u>
<u>Booneville Shopwise</u> <u>Bart Patton 279</u> <u>Kentucky 28</u> <u>Booneville, KY 41314</u>		<u>Campbellsburg Supermarket</u> <u>Stephen Smith PO Box 189</u> <u>Campbellsburg, KY 40011</u>	<u>Craycraft's IGA</u> <u>Richard Brown</u> <u>3500 Court Street</u> <u>Catlettsburg, KY</u> <u>41129</u>

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[41074](tel:41074)

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[Young 24004 LA Hwy](tel:70510)
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[Ron's Grocery Jonathan](tel:40828)
[Boggs 17624 Hwy 38 Ewart,](tel:40828)
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-Wyatt's SuperValu Roger
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[Mustangs Mart LLC](tel:40509)
[Parminder Manak 5350](tel:40509)
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Bet R Stores ~~Cliff~~ **Cliff** Boulden 2812
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Floyd 124 Buckman Lane
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270-822-4656 **42461**

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Hi Nabor

Hi Nabor
Supermarket Jim
Crifasi 7201
Winborne Ave
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-Mac's Supermarket Roy
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-Larry's Super Foods Travis
Roussel 1313 W Veterans
Memorial Dr Kaplan, LA70548
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Matherne's Supermarkets
Tony Matherne 7580
Bluebonnet Blvd Baton
Rouge, LA70810
225-445-3971

-Tiger Stop LLC Nav Thind
5635 Nicholson Dr Baton
Rouge, LA70820
601-720-9956

-Trabona's Food Store Nick
Trabona PO Box 206 Clinton,
LA70722 225-683-8287

Simon's Supermarket
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Lot 2 Kaplan, LA70548
337-643-7751

-Superfoods Market Pratt
Reddy 331 Veterans Blvd
Kenner, LA70062
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-Dave and Bittu LLC Dave
Thind 28010 US Hwy 190
212 E 11th St Lot 2
Kaplan, LA [70548](tel:337-643-7751)

Dave and Bittu LLC
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Ramona James 35045
Louisiana Hwy 16 Denham
Springs, LA70706
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-Champagne Market Randy
Champagne 1051 W Maple
Eunice, LA70535 337-457-1893

-Galliano Food Store Dannie
Burregi 18210 West Main St
Galliano, LA70354 985-632-7195

Miller's Market Todd
Simon 120 Main St
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Fontenot 22633 Hwy 22
Maurepas, LA [70449](tel:337-643-7751)

Brown's Food Center Jim Brown
620 Main St (Hwy 27)

Brown's Food Center
Jim Brown 620 Main
St (Hwy 27)
Hackberry, LA70645
337-762-4632 [70645](tel:337-762-4632)

-Retif Oil & Fuel LLC Ryan Retif
1840 Jutland Dr Harvey, LA70058
800-349-9000

-Marcel's Supermarket Jeryl
Marcel 2013 Hwy 182 Houma,
LA70364 985-879-2247

Conseco's 520 Mike
Royer [1519-8 Metairie](tel:337-643-7751)
Road
Metairie, LA 70005

Sterling Fresh Foods
LLC James Hatchett
1010 Common St Ste
2500 New Orleans, LA
[70112](tel:337-643-7751)

Star A and G Supermarket
James M Odom 3003 Hwy 10

Star A and G Supermarket
James M Odom 3003

Trabona's Food Store Nick Trabona

Trabona's Food Store Nick Trabona
PO Box 206 Clinton, LA 70722

Galliano Food Store Dannie Burregi 18210
West Main St Galliano, LA 70354

Marcel's Supermarket Jeryl Marcel
2013 Hwy 182 Houma, LA 70364

Larry's Super Foods Travis Roussel 1313 W
Veterans Memorial Dr Kaplan, LA 70548

Star Lakeside LLC and Sukhdev Thind
Nav Thind 3915 Williams Blvd
Kenner, LA 70065

'g9!x Wiggly Paul Durnin
Jr 54033 Hwy 1062
Loranger, LA 70446

-Miller's Market Todd Simon 120
Main St Loreauville, LA 70552

~~Harvest Foods Scott Key 241 Tunica Village
Lane Marksville, LA71351 318-253-6561~~

Brian's Supermarket Brian Wederstrand
18736 LA Hwy 22 Maurepas, LA70449
~~225-910-2649~~ [70449](tel:70449)

~~Whitehall Grocery Carli Fontenot 22633 Hwy
22 Maurepas, LA70449 225-695-3030~~

~~Chas Cannatella Sons Inc Grant Cannatella
PO Box 267 Melville, LA71353 337-623-4211~~

~~Conseco's 520 Mike Royer 1519-B
Metairie Road Metairie, LA70005
504-835-5979~~

Dorignac's Food Center Corp. Matthew
Ratcliff 710 Veterans Memorial Blvd
Metairie, LA70005 ~~504-834-8216~~

~~Simoneaud's East Wayne Simoneaud 1502
E Main St New Iberia, LA70560
337-365-2258~~ [70005](tel:70005)

~~Sterling Fresh Foods LLC James Hatchett
1010 Common St Ste 2500 New Orleans,
LA70112 504-529-9890~~

USA Neighborhood Market
Moody Ahmad
8454 Morrison Rd New Orleans, LA70127
~~504-241-8048~~ [70127](tel:70127)

~~Greaud's Fine Foods Patrick Greaud 217 Apple
St Norco, LA70079 985-764-7786~~

Buddy's IGA Kirk Christian 197 Hwy
165 S Oakdale, LA71463 ~~318-335-2872~~
[71463](tel:71463)

Sunny Times LLC Jagjit Singh
65583 Pump Slough Rd
Pearl River, LA ~~70452-601-951-1534~~
70452

Pierre Part Store Chris Rowell
3421 Hwy 70 S
Pierre Part, EA 70339

Murray's Superette Reid Alexander
44269 Hwy 429 Saint Amant,
LA ~~70774-225-644-7767~~ 70774

-Romero's Grocery Kenny Suire 1335
Hwy 93 N Scott, LA70583 337-896-6802

-Lishman's City Market Gary Cox 4020
Pontchartrain Dr Slidell, LA70458
985-649-2180

~~Pierre Part Store Chris Rowell 3421 Hwy
70 S Pierre Part, LA70339 985-252-6264~~

~~-Bohning and Co., Inc. Chet Kolwe PO
Box 219 Ponchatoula, LA70454
985-386-3126~~

Sunny Times #7 LLC & Jagjit Singh
Jagjit Singh 27466 Highway 22
Ponchatoula, LA ~~70454-601-951-1534~~
70454

Kenyan Enterprises - Piggly Wiggly
Victor Krausch 543 S. Main St.
Springhill, LA ~~71075-318-539-9116~~
71075

-DeLaune's Supermarket Jan Martinez
12516 Hwy 431 St Amant, LA70774
225-647-4987

-Tureau's Grocery Nick Tureau 44463
Hwy 431 St Amant, LA70774
225-622-4094

Lishman's City Market Gary Cox
4020 Pontchartrain Dr
Slidell, LA 70458

DeLaune's Supermarket Jan
Martinez 12516 Hwy 431
St Amant, LA 70774

Joyce's Supermarket #173 Lowell
Gauthier 1620 S Main St St
Martinville, LA ~~70582-337-394-3655~~
70582

Rouses Enterprises LLC
Daniel Pritchett PO Box
5358 Thibodaux, LA 70302

Gaubert Food Marts Inc
Grady Gaubert
PO Box 310
Thibodaux, LA 70302

Big E's Foodland, Inc. Michael
Superson 11 Union St.
E. Hampton, MA 01027

R&M IGA Forest Robins 88
Washington St.
Eastport, MA 04631

Village Food Mart Gary Magetto 43
Somers Rd Hampden, MA 01036

Compare Supermarkets Inc
Marc Iannotti 2A Adams St
Extension Lynn, MA 01902

B & D Petroleum Sales, Inc.
Michael F. McCarthy 1122 Bay
Street Springfield, MA 01109

BZGJJ Corg and Bassan Zeaiter
Bassan Zeaiter 1112 Bay St
Springfield, MA 01109

Harvest Fare Mike Lazarus 2905
Hamilton Ave
Baltimore, MD 21214

Geresbeck's Food Market John
Stricter 2109 Eastern Blvd
Baltimore, MD 21220

Jubilee Foods Rich Boyd P.O. Box
460 Emmitsburg, MD 21727

Hebron Food Rite Azaz Azam 100
S Main St Hebron, MD 21830

Bohning and Co., Inc.
Chet Kolwe
PO Box 219 Ponchatoula, LA
70454

Romero's Grocery Kenny Suire
1335 Hwy 93 N
Scott, LA 70583

Tureau's Grocery Nick Tureau
44463 Hwy 431 St Amant, LA
70774

Big Star of Tallulah Inc d/b/a Doug's
Market Douglas Curtis 400 E
Darrow St Tallulah, LA ~~71282~~
~~318-574-1574~~ 71282

~~Gaubert Food Marts Inc Grady Gaubert~~
~~PO Box 310 Thibodaux, LA 70302~~
~~800-256-1250~~

~~Rouses Enterprises LLC Daniel Pritchett~~
~~PO Box 5358 Thibodaux, LA 70302~~
~~985-447-5998~~

Daigle's Supermarket Chris Daigle
32845 Bowie St White Castle,
LA ~~70788-225-545-2267~~ 70788

~~Big E's Foodland, Inc. Michael Superson~~
~~11 Union St.~~
~~E. Hampton, MA 01027~~
~~413-527-2125~~

~~R&M IGA Forest Robins 88 Washington~~
~~St. Eastport, MA 04631~~

A & J Seabra Supermarkets Diane
Stepalavich 440 Stafford Rd.
Fall River, MA 02721

~~Village Food Mart Gary Magetto 43~~
~~Somers Rd Hampden, MA 01036~~

Compare Supermarkets Inc
Marc Iannotti 2A Adams St
Extension Lynn, MA 01902
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Harry's Supermarket
Lynne McCluskey 290
Wahconah St.
Pittsfield, MA 01204
413-442-9084

B & D Petroleum Sales,
Inc. Michael F. McCarthy
1122 Bay Street
Springfield, MA 01109

BZGJJ Corp and Bassan
Zeaiter Bassan Zeaiter
1112 Bay St Springfield,
MA 01109 978-764-1976
[01201](tel:01201)

-Bel-Garden Market
Roland Altenburg
5950 Belair Rd
Baltimore, MD 21206
410-426-4770 [21206](tel:21206)

-Geresbeck's Food Market
John Stricker 2109 Eastern
Blvd Baltimore, MD 21220
410-686-3487

Harvest Fare Mike Lazarus
2905 Hamilton Ave
Baltimore, MD 21214
410-254-1603

JM Kim Inc Jae Won
Kim 9402 Hines Estates
Dr Baltimore, MD 21234
410-961-4270 [21234](tel:21234)

-Jubilee Foods Rich Boyd
P.O. Box 460 Emmitsburg,
MD 21727 301-447-6688

Hebron Food Rite Azaz
Azam 100 S Main St
Hebron, MD 21830
410-749-3670

Brownings Shop 'N Save

Brownings Shop 'N Save
Missie DiSimone 406
Weber Road Oakland,
MD21550-301-334-4411
21550

Brackett's Market, Inc.
J. Steve Brackett 185
Front St. Bath, ME04530
207-443-2012 04530

P&L Country Market
Ron Roberts
514 Corinna Rd Dexter,
ME 04930

Plummer's Store Troy
Plummer
235 Parker Farm Rd
Buxton, ME 04093

Future Foods Walter
Berry 5 Depot Sq
Mechanic Falls, ME
04256

Goulette's IGA Barry
Goulette 54 Water St
Guilford, ME 04443

Princeton Group
Foodmarts Frederick
Crowe
PO Box 69
Princeton, ME 04668

Tony's Foodland
David Allenson 639
Roosevelt Trl
Naples, ME 04055

Burnt Cove Market
Vernon Seile 1 Burnt
Cove Market Rd
Stonington, ME 04681

Jerry's Market Peter
Dunham 1022 Main St
Sanford, ME 04073

The Common Market
Bill Gagne
PO Box 840
Union, ME 04862

The Market
Stan Ochab 20175
Telegraph Rd.
Brownstown, MI 48174

The Store Ron
Hermanson W17212
Main St Curtis, MI 49820

Azteca Supermercado
Nick Sesi 2411 Central
St
Detroit, MI 48209

North River Party
Shoppe
Ray Rosati
3742 N River Rd Fort
Gratiot, MI 48059

Sandhu LLC d/b/a Samaiyra Mart

Sandhu LLC d/b/a Samaiyra Mart
Gurmeet Singh PO Box 204 Brownfield,
ME ~~04010-207-935-7030~~ **04010**

~~-Plummer's Store Troy Plummer 235 Parker Farm Rd
Buxton, ME 04093-207-727-3126~~

~~P&L Country Market
Ron Roberts 514
Corinna Rd Dexter,
ME 04930
207-924-5000~~

~~Greene IGA Paul
Bussiere PO Box 178
Greene, ME 04236
207-946-5100 **04236**~~

~~—Goulette's IGA—Barry
Goulette 54 Water St
Guilford, ME 04443
207-876-2282~~

~~Future Foods Walter Berry 5
Depot Sq Mechanic Falls,
ME 04256-207-345-2791~~

~~Rideout's AG Market Gail
Rideout 116 Somerset St
Millinocket, ME 04462
207-723-8816 **04462**~~

~~-Tony's Foodland David
Allenson 639 Roosevelt Trl
Naples, ME 04055
207-693-3988~~

~~Princeton Group Foodmarts
Frederick Crowe PO Box 69
Princeton, ME 04668
207-796-2244~~

~~Rangeley IGA Leona
Kennett **Bennett** PO Box
543 Rangeley, ME 04970
207-864-5089 **04970**~~

~~-Jerry's Market Peter Dunham
1022 Main St Sanford,
ME 04073-207-324-5834~~

Trenton Market Place IGA
Mackenzie Leland 1007
Bar Harbor Rd Trenton,
ME ~~04605-207-667-9597~~
04605

~~-The Common Market Bill
Gagne PO Box 840 Union,
ME 04862-207-785-6800~~

~~Wells Super Food Market Nick
Hunter 1517 Post Rd Wells,
ME 04090~~

~~Larry's Market Peter
Magaraggia PO Box 319
Baraga, MI 49908~~

~~-The Market Stan Ochab 20175
Telegraph Rd. Brownstown,
MI 48174~~

Settler's Co-op Jeffrey Helsins PO Box 50
Bruce Crossing, MI ~~49912-906-827-3515~~

Miller's General Store Inc
Craig Miller 5948 W Levering Rd Cross
Village, MI ~~49723-231-526-5226~~ [49723](tel:49723)

-The Store Ron Hermanson W17212 Main St
Curtis, MI ~~49820-906-586-6400~~

Azteca Supermercado Nick Sesi 2411
Central St Detroit, MI ~~48209-313-843-0500~~

-Fairlane Food Center Patrick Pattah 16520 W
Warren Ave Detroit, MI ~~48228-313-584-9630~~

Grand Price Supermarket Ronny Ayer
12955 Grand River Ave Detroit, MI ~~48227~~
~~313-934-1000~~ [48227](tel:48227)

Lance's Hometown Market Omar Ayar ~~8656~~
Wyoming Ave Detroit, MI ~~48204-313-931-2000~~

Alpena Supermarket Inc
Nathan Neiman
2010 S River Road East China, MI ~~48054~~
~~989-464-2661~~ [48054](tel:48054)

-North River Party Shoppe Ray Rosati 3742 N
River Rd Fort Gratiot, MI ~~48059-810-966-8357~~

Oak Ridge Markets Michael Kohler 31240
Groesbeck Hwy Fraser, MI ~~48026~~
~~586-709-4165~~

Gladstone SuperValu
Curt Spreen 409 N 9th St
Gladstone, MI ~~49837-906-428-9073~~ [M1
49837](tel:49837)

Byron Township Motel LLC
Sudhir Modi
6569 Clay Ave SE Grand Rapids, MI ~~49548~~
~~616-871-9700~~ [49548](tel:49548)

[Paulbeck's Inc Mike Pauibeck 171 Red
Oak Dr Aitkin, MN 56431](tel:56431)

[Hanover Market, LLC
Rick Bodell
127 W. Main St. Hanover, MI 49241](tel:49241)

[Jim's Marketplace Foods James Baldur
301 11ths Street NE Austin, MN 55912](tel:55912)

[Jubilee Foods Jeff Ofsdahl 318 W Adams
Iron River, MI 49935](tel:49935)

~~Hanover Market, LLC Rick Bodell 127 W. Main St.
Hanover, MI 49241 517-563-8291~~

[Almich's Market
Brett Almich
34 East Center Ave Clara City, MN 56222](tel:56222)

[Country Markets
Guy Kennedy
1821 Spring Arbor Rd Jackson, MI 49203](tel:49203)

~~-Jim's Foodmart William Winter PO Box 95
Houghton, MI 49931 906-482-4080~~

~~-Angeli~~

[Angeli Food Co.
Dan Lambert 833 Riverside Plaza Iron
River, MI 49935 906-265-5107 \[M1 49935\]\(tel:49935\)](tel:49935)

[Luna Pier One Stop LLC and Mark
Sandiha Mark Sandiha 4180 Luna Pier
Rd Luna Pier, MI 48157](tel:48157)

~~Jubilee Foods Jeff Ofsdahl 318 W Adams Iron River,
MI 49935 906-265-5462~~

Jim's Jubilee Foods Dustin Gransinger PO
Box 409 Ishpeming, MI ~~49849 906 486 4900~~
[49849](tel:49849)

~~-Lofaro's Market Tony Lofaro 800 Lakeshore
Ishpeming, MI 49849 906 486 4441~~

~~Country Markets Guy Kennedy 1821 Spring Arbor
Rd Jackson, MI 49203 517 787 6081~~

~~-Pat's Foods Enterprises Joe Campioni 139 N.
Main St. L'Anse, MI 49946 906 524 6463~~

~~-Quality Dairy Co Inc Jeff Schook 111 W Mount
Hope Ave Lansing, MI 48910 517 371 4955~~

Larry's Foodland Sherrie Beaver 33151
Plymouth Livonia, MI ~~48150 734 422 2075~~
[48150](tel:48150)

~~-Luna Pier Truck Center LLC Sam Saad 4180 Luna
Pier Rd Luna Pier, MI 48157 313 258 4949~~

~~-Valle's Village Market Mike Valle 1034 N. Third St.
Marquette, MI 49855 906 228 6487~~

Angeli Foods
Jo Ann Puser
1401 - 8th Avenue Menominee, MI ~~49858~~
~~906-863-5575~~ [49858](tel:49858)

~~-Metamora Foodland Andy Abro 3889 S Lapeer
Road Metamora, MI 48455 810 678 2265~~

~~-Ebeling's IGA Supermarket Rose Schupp 529
Main St. Norway, MI 49870 906 563 9581~~

Jim's Foodmart William Winter PO Box 95

Jim's Foodmart William Winter PO Box 95
Houghton, MI [49931](#)

Lofaro's Market Tony Lofaro 800
Lakeshore Ishpeming, MI [49849](#)

Pat's Foods Enterprises Joe Campioni 139
N. Main St. L'Anse, MI [49946](#)

Valle's Village Market Mike Valle 1034 N.
Third St. Marquette, MI [49855](#)

Ebeling's IGA Supermarket
Rose Schupp
529 Main St.
Norway, MI [49870](#)

-Roger's Foodland Tunie Duensing 4039
Hollywood Rd.
St. Josephs, MI 49085

~~Gary's Quality Foods Deb Kruhmin 304 S
Menominee Stephenson, MI 49887
906-753-2216~~

~~-Gary's Quality Foods Jeff Peretto PO Box
687 Wallace, MI 49893 806-788-4200~~

Baumann Food Pride Terry Baumann
P.O. Box 277 Weidman, MI ~~48893~~
~~989-644-2022~~ 48893

~~Paulbeck's Inc Mike Paulbeck 171 Red Oak Dr
Aitkin, MN 56431 218-927-6919~~

~~-Pete's County Market Ryan Schmitz 2612 S
Broadway St Alexandria, MN 56308
320-762-1158~~

King's County Market Steve Wotrang
13735 Round Lake Blvd Andover,
MN ~~55304 763-712-8191~~ 55304

~~Jim's Marketplace Foods James Baldus 301
11th Street NE Austin, MN 55912
507-433-1028~~

~~-Darold's SuperValu Foods Dave Martin 200
12th St S Benson, MN 56215 320-842-7261~~

Blackduck Family Foods Eric C
Anderson 288 Frontage Road
Blackduck, MN ~~56630 218-835-4244~~
56630

~~Almich's Market Brett Almich 34 East Center
Ave Clara City, MN 56222 507-530-1486~~

~~-The Marhons Group Randy Schroeder 310
Cokato St Cokato, MN 55321 320-286-6342~~

Grand ~~Central~~ CentraJ Inc. Bob Hilgers
310 Frazee St. E.
Detroit Lakes, MN ~~56501 218-847-4401~~
56501

Jim's Market
Brady Schneeberger 30
Central Ave N Elbow Lake,
MN ~~56531-218-685-4221~~ [56531](tel:56531)

[Eyota Market Vicki Arendt 501
Glen St SW Eyota, MN 55934](tel:55934)

[Becker's SuperValu Daryl
Sifert 114 Vernon Ave
Morgan, MN 56266
507-249-3173](tel:56266)

-[Eyota Market Vicki Arendt 501 Glen
St SW Eyota, MN 55934
507-545-0108](tel:55934)

-Erdman's County Market Jill
Duitsman PO Box 338 Kasson,
MN ~~55944-507-634-2731~~ [55944](tel:55944)

-[Palubicki's Food & Deli Leah
Palubicki 107 N Kaiser Fosston,
MN 56542-218-435-1454](tel:56542)

-[Brad's Market Brad Minnehan 128 N
Jefferson Minneota, MN 56264
507-872-5183](tel:56264)

Willie's SuperValu
Max Martin PO Box
147 Morris, MN ~~56267~~
[320-589-4040 56267](tel:56267)

-[B&D Market Mike Tersteeg
1002 W Lincoln Ave Olivia,
MN 56277-320-523-1626](tel:56277)

Tony's SuperValu Corey Jensen
1515 Hartford St Hawley,
MN ~~56549-218-483-3339~~ [56549](tel:56549)

[Becker's SuperValu Daryl
Sifert 114 Vernon Ave Morgan,
MN 56266](tel:56266)

[Hartman's Supermarket
Mike Hartman 149 NW
1st St
Ortonville, MN 56278
320-839-2583](tel:56278)

[Hardman's Supermarket
Mike Hartman
149 NW 1st St.
Ortonville, MN 56278](tel:56278)

Service Foods Market
Dana Still 250 E Main
Perham, MN ~~56573~~
[218-640-0035 56573](tel:56573)

[Jim's Market Dean
Ackerman 2525 20th St
Slayton, MN 56172](tel:56172)

-[Tersteeg's Connie Lechner
1111 East Bridge St Redwood
Falls, MN 56283-507-637-8332](tel:833-2521)

[Doug's Supermarket
Steve Hagen
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MN 56763](tel:56763)

[Jim's Market Dean
Ackerman 2525 20th St
Slayton, MN 56172
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[Town and Country Lee Shryock
208 Lincoln Dr Frerick Town,
MO 63645](tel:63645)

[C&R Supermarkets Inc Mark
Thomas
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Tauer's SuperValu
Lyn Johnson
101 W Central Springfield,
MN ~~56087-507-723-4175~~
[56087](tel:56087)

-[Trimont Town Center Randy
Grupe Hwy 4 South Trimont,
MN 56176-507-236-8099](tel:56176)

[RPCS, Inc.
Larry Hayward 1878 S State
Hwy 125 Rogerville, MO 65742](tel:65742)

218-386-1246

320-485-2123

[Doug's Supermarket Steve
Hagen 310 Main Ave. NE
Warroad, MN 56763](tel:56763)

[TH Treats NC LLC Guy Mace
1525 E Republic Rd Suite
A-100 Springfield, MO 65804](tel:65804)

Palubicki's Food & Deli Leah Palubicki

Palubicki's Food & Deli Leah Palubicki
107 N Kaiser
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Brad's Market Brad Minnehan 128 N
Jefferson Minneota, MN 56264

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Ave Olivia, MN 56277

Tersteeg's Connie Lechner
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Trimont Town Center Randy
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Hwy 4 South
Trimont, MN 56176

-Mary's Market South Steve
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Town and Country Lee Shryock 208 Lincoln Dr
Frerick Town, MO63645-573-783-7877

-SMVS LLC Sanket Patel 4850 SE PP Hwy
Holt, MO64048-201-238-9213

J & R Queens, Inc. Raymond
Queen P.O. Box 2061 Imperial,
MO63052-314-609-5484 [63052](tel:63052)

C&R Supermarkets Inc Mark Thomas PO Box
337 Macon, MO63552-660-385-2151

-The Butcher Block Sherry Bollinger Route 1
Box 10 Patton, MO63662-573-866-3464

Apple Market Doug Sharp [Sharg](tel:64079) 1100
Branch St Platte City, MO64079
816-431-0246 [64079](tel:64079)

RPCS, Inc.
Larry Hayward 1878 S State Hwy 125
Rogerville, MO65742-417-829-9200

-Food Giant Dedra Clark
118 Industrial Dr Sikeston, MO63801
573-380-9990

Summer Fresh Supermarkets, [Inc Inc](tel:65807).
Mike Turk
3554 S. Campbell Ave. Springfield,
MO65807-417-429-1595 [65807](tel:65807)

TH Treats NC LLC Guy Mace 1525 E Republic
Rd Suite A-100 Springfield, MO65804
417-350-5099

-G&W Foods Inc Ron Branch PO
Box 329
Willow Springs, MO65793-417-469-4000

Walden's Supermarket Gilda Walden
910 E Church St Booneville, MS38829
662-728-4621 [38829](tel:38829)

218-386-1246

320-485-2123

573-483-2521

Ramey's Taylor Ramey 1925
Spillway Rd Brandon,
MS39047 769-524-4246 [39047](tel:39047)

[Piggly Wiggly #23 Ben Pratt](tel:38915)
[PO Box 277 Bruce, MS](tel:38915)
[38915](tel:38915)

~~-Piggly Wiggly #23 Ben Pratt PO
Box 277 Bruce, MS38915
662-983-2527~~

~~-Carson's Piggly Wiggly
Rodney Manahan 71A Quail
Run Road Corinth, MS38834
662-286-9245 [38834](tel:38834)~~

~~-Vowell's Marketplace Samantha
Walker 207 J N Davis Ave
Cleveland, MS38732 662-843-0023~~

~~-Sullivan's Grocery Steve Sullivan
1175 E Third St Forest, MS39074
601-469-2452~~

SuperValu Foods Luther Haire 150 W
Reed Rd Greenville, MS38741
662-332-7611 [38741](tel:38741)

~~-Roberts Company Inc Diane Jett 601 Adeline
St Hattiesburg, MS39401 601-530-5065~~

Piggly Wiggly #024 John Swann
17284 Okahoma Street
Coffeeville, MS38922
662-675-2626 [38922](tel:38922)

Luttrell

[SuperValu Foods Sandra
Simmons 128 N Harvey
Greenville, MS 38701](tel:38701)

~~SuperValu Foods Sandra
Simmons 128 N Harvey
Greenville, MS38701
662-332-2660~~

[Luttrsl's Grocery Shaun Luttrell 3015
Hwy 51 S Hernando, MS38632](tel:38632)
662-449-4631

~~-Dendy Foods Inc Kirkham Dendy 440 W
Madison St Houston, MS38851 662-456-2787~~

[Fill Up 5 LLC and Kaku
Singh Kaku Singh 3809
Hardy St MS 394
Hattiesburg, MS 39402](tel:39402)

~~-Sunflower Food Store #37 Jason McKnight
903 Hwy 82 E Indianola, MS38751
662-887-1571 [38632](tel:38632)~~

[Sunflower Food Store #37
Jason McKnight 903 Hwy 82
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Piggly Wiggly Jonathan Lambert 627
Battleground Dr [LukaLuka](tel:38852), MS38852
662-423-3651 [38852](tel:38852)

~~-Potter and Sims Food Inc Marc Sims 600
Tipton Street Kosciusko, MS39090
662-289-5934~~

[Potter and Sims Food
Jnc Marc Sims 600
Tipton Street Kosciusko,
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Sahil Group LLC and Sahil Preet Singh
Sahil (Sam) Preet Singh 8660 MS-490
Louisville, MS39339 601-521-3491 [39339](tel:39339)

[Tems Food Market #2
Robert Tern Kovits
101 W Pearl St
Macon, MS 39341](tel:39341)

~~Brooks Grocery Brooks Davis 600 Battleground
Dr Luka, MS38852~~

[Jerry Lee's Grocery
Mark Lu 1804 Ingalls
Ave Pascagoula, MS
39567](tel:39567)

~~-Tems Food Market #2 Robert Tern Kovits
101 W Pearl St Macon, MS39341~~

[Piggly Wiggly tf222
Glenn Gillen 237 W
Oxford St Pontotoc,
MS 38863](tel:38863)

ANGS Group Inc David Thind 1706 US
51 Madison, MS 39110

662-423-9595

662-726-5467

601-720-6275

[Piggly Wiggly Joe Williams
323 Erwin Rd Stonewall, MS
39363](tel:39363)

Alex Amin d/b/a Pike Food Mart Alex Amin
1150 Hwy 44 E McComb, MS ~~39648~~
601-730-1515

Vowell's Marketplace
Samantha Walker 207-J
N Davis Ave Cleveland,
MS ~~38732~~

Sullivan's Grocery Steve Sullivan
1175 E Third St Forest, MS ~~39074~~

-Jerry Lee's Grocery Mark Lu 1804 Ingalls
Ave Pascagoula, MS ~~39567-228-762-5292~~
-1-55

Roberts Company Inc Diane Jett 601
Adeline St Hattiesburg, MS ~~39401~~

1-55 Development LLC David Thind
10051 Cooper Williams Dr
Philadelphia, MS ~~39350-601-720-6275~~
39350

Dendy Foods Inc Kirkham Dendy 440
W Madison St Houston, MS ~~38851~~

Shell Truck Plaza LLC David
Thind 5073 Hwy 17 S Pickers,
MS ~~39146-601-720-9956~~

River Oaks Investments Group LLC
and Sukhdev Thind Nav Thind 598 E
Beasley Rd Jackson, MS ~~39206~~

-Piggly Wiggly #222 Glenn
Gillen 237 W Oxford St
Pentotoc, MS ~~38863~~
662-489-4282

Brooks Grocery
Brooks Davis 600 Battleground Dr
Luka, MS ~~38852~~

George Hudson d/b/a
Piggly Wiggly George
Hudson 1002 Main St Port
Gibson, MS ~~39150~~
601-437-4205 39150

Alex Amin d/b/a Pike Food Mart Alex
Amin 1150 Hwy 44 E McComb, MS
~~39648~~

Piggly Wiggly Joe Williams 323
Erwin Rd Stonewall, MS ~~39363~~
601-659-4554

Shell Truck Plaza LLC David Thind
5073 Hwy 17 S Pickers, MS ~~39146~~

Angel Foodmart Janardan
(Alex) Amin 1005 Barnett
Rd Summit, MS ~~39666~~
601-276-3556 39666

Fill Up 9 LLC and Shivkanwar
Singh Shivkanwar Singh 760 US 49
Richland, MS ~~39218~~

-Ramey's Ronnie Starns 4233 Rocky
Branch Rd Sumrall, MS ~~39482~~
601-758-4409 39482

662-423-9595

662-726-5467

601-720-6275

Jeffcoat Family Market
James Jeffcoat
862 River Road Tunica,
MS~~38676 662-357-1486~~ 38676

~~— Kilgore's Supermarket Jason
Kilgore 1704 S Gloster St Tupelo,
MS38801 662-680-9315~~

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~~Inc~~ Jnc. Wettlin Treppendahl
P.O. Box 1215 Woodville,
MS~~39669 225-964-4671~~ 39669

~~Allen's Manix Store Susan Ford PO
Box 244 Augusta, MT59410
406-562-3333~~

~~-Lee & Dad's IGA Janice Kljssved
205 W Madison Ave Belgrade,
MT59714 406-388-4116~~

Big T IGA Aaron Boshart
P.O. Box 1330 Big Timber,
MT~~59011 406-932-5446~~ 59011

~~L&P Grocery Inc. Luke Vossler 215 N
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~~-Broadus IGA Rita Wenzel PO
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406-436-2288~~

Hennessy Market Mike
Michalsky 32-40 E Granite
Butte, MT~~59701 406-723-3097~~
59701

Circle Country Market Sam
Graves 105 10th St
Circle, MT 59215

Columbus IGA Plus Denise
Caton
133 N Sth St
Columbus, MT 59019

Valley Foods John Henderson
711 W Main St Deer Lodge, MT
~~406-766-2413~~
59722

406-742-5441

406-377-4588

Reynold's Market John Paul
Baker PO Box 968 Glendive,
MT 59222

ATH Quick Stop LLC and Ranjit Kaur

ATH Quick Stop LLC and Ranjit Kaur
Ranjit Kaur
J920 Drummond St Vicksburg, MS 39180

Lee & Dad's IGA Janice Kljssved 205 W
Madison Ave Belgrade, MT 59714

Broadus IGA Rita Wenzel PO Box 549
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Finley's Food Farm, Inc.
Jeff Finley
400 Indiana Chinook, MT ~~59523-406-357-2271~~
59523

~~Circle Country Market Sam Graves~~
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~~406-485-2680~~

~~Clinton Market Kent Hamer 20500~~
~~Hwy 10 East Clinton, MT59825~~
~~406-825-9920~~

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1893 Colstrip, MT~~59323~~
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~~Columbus IGA Plus Denise Caton~~
~~133 N 5th St Columbus, MT59019~~
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~~Gary & Leo's Fresh Foods IGA~~
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~~Conrad, MT59425-406-278-7843~~

Hometown Market Karla
Forbregd PO Box 551
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~~406-787-5812~~ 59218

~~Valley Foods John Henderson 711~~
~~W Main St Deer Lodge, MT59722~~
~~406-846-2684~~

406-742-5441

406-766-2413

406-377-4588

~~Neu's SuperValu Tim New PO Box~~
~~307 Fairview, MT59221~~

Everyday IGA Richard Chadwick 701 1st Ave
N Great Falls, MT 59401 406-727-0818

-Midtown

Midto'wn Market Beth Keating 207 3rd
Ave Harlowton, MT 59036 406-632-5570

59036

-Van's IGA Don Sintek 1260 Maple Ave
Helena, MT 59601 406-690-0716

Van's Thriftway Paula Vanderjagt 306
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Trout Creek Local Store, Inc. Michelle
Tamaro PO Box 169 Heron,
MT 59844 406-827-4507 59844

-Rowli's Food Farm Barry Rowlison PO Box
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Lolo Harvest Foods Tim McGreevey PO
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Wendy and Ronald Rahn Wendy
Rahn 11497 Hughes Ct
Lolo, MT 59847 406-251-3550 59847

406-742-5441

406-766-2413

406-377-4588

Rueb's SuperValu Brian Rueb 116 West
1st Ave Plentywood, MT ~~59254~~
~~406-765-1031~~ [59254](tel:59254)

[Tande Grocery Brad Tande 300 1st Ave.
Poplar, MT 59255](tel:59255)

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~~-Van-Dykes Supermarket Tracy Barta 1215 Main
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Reese and Ray's IGA Plus Kelly
~~Burke Bvrke 203 2nd Street NW Sidney,
MT 59270 406-482-3737~~ [59270](tel:59270)

~~-K's Supermarket Ted Kaste K's
Supermarket Stanford, MT 59479
406-566-2351~~

~~-Harvest Markets Fred Boon 2006 Main St
Thompson Falls, MT 59873 406-827-4321~~

~~-Beartooth Market IGA Shawn Halvorsen PO
Box 1170 Red Lodge, MT 59068 406-446-2684~~

Moody's Market, Inc. Linda Bell 63802
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Ronan, MT ~~59864 406-676-3301~~ [59864](tel:59864)

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[Markus Foods David Johnson 9 Baker
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27405](tel:27405)

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[Fairvalue Stores Chris Ogren PO Box
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[Leland Foods, Inc. d/b/a Piggly Wiggly #92
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[Town Market Billy W Daughtry 1700 Hwy
70A Pine Level, NC 27568](tel:27568)

[Honey's IGA of NeMon
Bobby Young 425 West A St.
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[Honey'G Supermarket, Inc. Bobby
Young 9580 W. NC 10 Hwy Vale, NC
28168](tel:28168)

[Selma Supermarket IGA Bobby Holloman
212 N Pollock St Selma, NC 27576](tel:27576)

Beartooth Market IGA Shawn

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K's Supermarket
Ted Kaste
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-Main Street Market Roger Hutchinson
108 N Main St Twin Bridges, MT [59754](#)
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-Markus Foods David Johnson 9 Baker Ave
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MT [59088-406-967-2434](#) [59754](#)

-Piggly Wiggly Donna French 1500 Live
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Carlie C's IGA Larry Wilson 10 Morganite
Dr
Dunn, NC [28334-910-591-9016](#) [28334](#)

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-Galaxy

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Leland, NC [28454](#)

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Healthy Home Market
Judy Watkins
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NC~~28645-828-728-0499~~ **28645**

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70A Pine Level, NC27568-919-915-5271~~

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~~919-774-6700~~ **27330**

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919-965-2996~~

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Hwy 27 Vale, NC~~28168-980-241-7050~~
28168

~~-Honey's Supermarket, Inc. Bobby Young
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Kenmare
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10220 Hwy 13 LaMoure,
ND 58458 701-833-5364

-Del's SuperValu Mike
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Napoleon, ND 58564
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Tellmanns Market
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58563

Tracy's Market LLC Tom Tracy
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-B&R Stores, Inc. Eric Schafers
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Gary Suhr 1620 E 4th,
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LaMoure, ND 58458](tel:701-833-5364)

[Tracy's Market LLC Tom
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Wangler Foods Inc Fred Wang P. PO Box

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Kennedy's Fresh Foods Kyle Kennedy PO
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Del's SuperValu Mike
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~~Pleasant St. Berlin, NH 03570~~
~~603-752-1050~~

~~Campton Cupboard Inc~~
~~Andy Oesch 1315 Rt 175~~
~~Campton, NH 03223~~

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LaPerle 64 Trooper
Leslie Lord Memorial
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03576

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NJ ~~08016-609-386-1607~~ 08016

~~-Jacks Foodtown Keith Fansler 370
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~~Launch Delran LLC Jason Avant 5029 Route
130, Suite 300 Delran, NJ 08075
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Shaan's Deli and Mart LLC Harpreet
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~~908-355-3513~~ 07206

~~-Elmer IGA, Inc. Jeannette Schmidt PO Box
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~~Frenchtown Market IGA, Inc. John Traub 28
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Joseph Wolfson, Inc. d/b/a Wolfson's
Market Suzanne Wintenberg 480
Boonton Tpk. Lincoln Park, NJ ~~07035~~
~~973-694-0238~~ 07035

Happy Kids Home 1 LLC
Neeraj Kotiyal
51 Stouts Lane #7 Monmouth Junction,
NJ ~~08852-732-208-1632~~ [08852](tel:08852-732-208-1632)

[Iloff's Camp & Clinics, LLC Theresa Iliff](tel:08852-732-208-1632)
[280 Spring St Newton, NJ 07860](tel:08852-732-208-1632)

[Costa's Food Market Ted Theodoris 6100](tel:08110-856-665-4885)
[Westfield Ave Pennsauken, NJ 08110](tel:08110-856-665-4885)

Perlmart Shoprite Supermarkets, Inc.
Jim Haslett
954 Rt 166 Toms River, NJ ~~08753-732-341-0700~~
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~~-Super Town Food, LLC d/b/a Smitty's Foodtown Keith
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~~-Launch Deptford LLC Jason Avant 8 Alison Ct
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~~-Triangle Grocery Adam Pruitt 12165 N Hwy 14 Cedar
Crest, NM 87008 505-281-3030~~

Shri Ram Café LLC, Hemesh Parikh, Parul
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~~-Jicarilla Super Market Michelle Garcia 314 Hawks Dr
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~~-Farmer's Country Market Martin Dalgado 501 W 18th~~

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[Food Courts of Nevada LLC](tel:89820-975-975-975)
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~~-Food Courts of Nevada LLC Ted Buban 104
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[LJ's Market, LLC Jeff Koenig P.O. Box 4516](tel:3930)
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[-Panaca Market Nate Katschke 1105 Main](tel:4454)
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Khoury's Fresh Market
Ghassan Khoury 282 Spring
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NV ~~89815-775-738-1114~~ [89815](tel:89815)

[C-Town Supermarket](tel:11428)
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[751 Lydig Ave Bronx, NY 10462](tel:1710)
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[-Associated Supermarket William Duran](tel:5298)
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Key Fresh & Natural
Mohammed Shehadeh
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NY ~~11210-718-434-1387~~
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[Rank's IGA Corp Richard Rank 201 West](tel:1863)
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[Canandaigua, NY 14424-585-394-1863](tel:1863)

[-Terry's Food Mart, Inc. Terry Vaundren](tel:2335)
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State Rt. 11 Chateaugay, NY ~~12920~~
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Terry's Food Mart, Inc. Terry Vaundren 11344

South St.

Cato, NY 13033

Larkfield IGA Fran Maier

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Fresh N' Easy Markets

Shay Coriat

102-21 Queens Blvd Forest Hills,

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~~-Lewis Super Emrys Lewis~~

~~2358 Burgoyne Ave Hudson Falls,
NY 12839~~

~~-C-Town Supermarket John Bonilla~~

~~22251 Jamaica Ave Jamaica, NY 11428~~

Luzerne Market James Mackey 12 Main Lake
Luzerne, NY ~~12846-518-696-4234~~

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~~Village Farms IGA Diane Peronace 1038
Park Blvd.
Massapequa Park, NY 11762-516-798-9507~~

~~Peck's Markets Jeff Gombita 120 Kirk Rd
Narrowsburg, NY 12764-845-252-3016~~

AP/APH Pittsburg, LP Randy Torres
Apollo Real Estate Advisors New York,
NY ~~10167-212-515-3252~~ **10167**

~~Favata Military Sales Al Favata 30 Lakeview
Dr Newburgh, NY 12550-845-561-8287~~

~~Nunda Shop 'N Save Jeffrey R Wolf PO Box
726 Nunda, NY 14517-585-468-2220~~

DiOrio's Supermarket, Inc.
Bob DiOrio
2938 State Rt. 28 Old Forge, NY ~~13420~~
~~315-369-3131~~ **13420**

Bosco & Geers Joe Bosco Jr. 343
East Ave.
Oswego, NY ~~13126 315-343-5421~~
13126

Hustead Gas and Food Mart, Inc. Pannu
Singh 2183 Oakbrook Blvd. Beaver
Creek, OH ~~45434 937-830-1877~~ 45434

Potsdam IGA Supermarket Richard
(Rick) Cross 27 Elm St.
Potsdam, NY 13676

Potsdam IGA Supermarket Richard (Rick)
Cross 27 Elm St. Potsdam, NY 13676
315-265-6282

Awad Food Mart, Inc. Khalid Awad 5346
Dolloff Rd.
Cleveland, OH 44127

Gabriel's Supermarket Jeffrey Gabriele
255 Mohawk Ave.

~~-Powerhouse Food Corp d/b/a Holiday Farms
David Mandell 374 Roslyn Rd Roslyn
Heights, NY 11577 516-621-6420~~

Geyer's Markets Inc Daniel R Gradijan
385 N Seltzer St Suite S Crestline, OH
44827

Brennan's Supermarket & Video
Kevin Brennan 2517 Rt 44,
Washington Hollow Plaza Salt Point,
NY ~~12578 845-677-0107~~ 12578

Jay Gayatri LLC
Poonam Patel
675 Cleveland Ave Defiance, OH 43512

Gabriel's Supermarket Jeffrey Gabriele 255
Mohawk Ave. Scotia, NY 12302 518-370-0140

Kaiser's Greg Kaiser 101 E. Indiana Edon,
OH 43518

~~-Cirillo's Markets Fran Cirillo 7 S
Jersey Ave, Ste 2 Setauket, NY 11733
631-751-4472~~

Shelter Island IGA Diane
Peronace 75 North Ferry Rd.
Shelter Island, NY ~~11964 516-798-9507~~

Padgett's IGA Mark Padgett P.O. Box 31
Star Lake, NY 13690 315-848-2712
~~-Key Food Stores Co-op Inc Patsy Driscoll
1200 South Avenue Staten Island,
NY 10314 718-697-8209~~ 11964

~~-Chanatry's Market Fred Brescia 485
French Rd Utica, NY 13502
315-724-4107~~ 13502

~~Breen's Markets Terri Ziegler 4090 Pearsall St
Williamson, NY 14589 315-589-9691~~

ACME Fresh Market Nick Albrecht PO
Box 1910 Akron, OH ~~44313
330-733-2263~~ 44313

~~-Ellet IGA Kent Romesberg 255 Darrow Rd
Akron, OH 44305 800-607-0314 x 201~~

Sutton Foods Kirby Sutton 605 N Main
Arcanum, OH 45304 937-692-8463

Grocerylane Babulal Patel 1451 Troy St Dayton, OH45404-937-367-4876

-Jay Gayatri LLC Poonam Patel 675 Cleveland Ave Defiance, OH43512-601-630-7901

Ron's SuperValu
Ron Budde
140 S Park St Deshler, OH43516
419-278-2876 43516

Sparkle Market Gordon Todd 1616 Penn Ave East Liverpool, OH43920-330-385-8916

-Kaiser's Greg Kaiser 101 E. Indiana Edon, OH43518-419-272-2713

MMG Fayette LLC Manpreet(Manny)
Singh 418 E Main St Fayette,
OH43521-516-884-5076 43521

Powerhouse Food Corp d/b/a
Holiday Farms David Mandell 374
Roslyn Rd Rorlyn Heights, NY
11577

Cirilo's Markets Fran Cirillo 7 S
Jersey Ave, Ste 2 Setauket, NY
11733

Key Food Stores Co-op Inc
Patsy Driscoll 1200 South Avenue
Staten Island, NY 10314

Ellet IGA Kent Romesberg 255
Darrow Rd Akron, OH 44305

1011 Prospect LLC and Harry
Singh Harry Singh 1011 W
Prospect Rd Ashtabula, OH
44004

SVR Oil LLC Harry Reddy 1550
Magnolia Dr Cincinnati, OH 45215

Market Fresh Foods Lane Robbins
301 Troy Pike Covington, OH 45318

Grocerylane Babulal Patel 1451 Troy
St Dayton, OH 45404

Sparkle Market Gordon Todd 1616
Penn Ave East Liverpool, OH 43920

Eastman's Piggly Wiggly Brent Eastman
210 Second Ave Gallipolis, OH45634
740-446-6174 45631

-Devine's Shop 'N Save Ed Devine 529 N
Main St Hubbard, OH44425-330-534-3625

-Umiya Petroleum LLC & Rohit Patel Rohit
(Rick) Patel 7888 Old Troy Pike Huber
Heights, OH45424-224-565-3896

[Alight Petroleum Inc and Manny Singh Manpreet\(Manny\) Singh 225 E High St Hicksville, OH 43526](#)

[Devine*s Shop 'N Save Ed Devine 529 N Main St Hubbard, OH 44425](#)

~~-Morinda Petroleum LLC and Harman Singh Harman Singh 1250 W Breese Rd Lima, OH 45806 937-214-5117~~

~~Cornell~~

Uhl's Jamestown Markets Robb Uhl 96 W Washington St Jamestown, OH ~~45335-937-675-4161~~ 45335

Sparkle Market Charles Adams 7785 State Route 45 Lisbon, OH ~~44432-330-424-5122~~ 44432

[CorneJI's Foods Grant Cornell Comell 408 Cleveland Road E. Huron, OH 44839 419-433-7733 44839](#)

~~-Kishman's IGA Hope Carman 202 E High St Minerva, OH 44657 330-868-7727~~

[Fighter Bees LLC and Harman Singh Harman Singh 1201 Neubrecht Rd Lima, OH 45801](#)

Wagner's IGA Wally Wagner 257 E. 4th Minster, OH ~~45865-419-628-3537~~

[Kishman's IGA Hope Carman 202 E High St Minerva, OH 44657](#)

~~Saneholtz-McKarns, Inc. Jim Saneholtz 416 West Main St. Montpelier, OH 43543 419-485-5586 45865~~

[Groceryland Jo Mundhenk 510 W Main St New Labanon, OH 45345](#)

~~-Groceryland Jo Mundhenk 510 W Main St New Labanon, OH 45345 937-687-1378~~

[Newton Falls IGA Jeff Clark 140 Superior Street Newton Falls, OH 44444](#)

Glenn's Market Greg Myers 6085 Fallsburg Rd. Newark, OH ~~43055-740-345-2003~~ 43055

[Schilds IGA David G. Beaty 171 Milan Ave. Norwalk, OH 44857](#)

~~Baker's IGA Mark Cutshall 243 W State St Newcomerstown, OH 43832 740-622-7979~~

[Payne SuperValu Kent Meeks 143 N Main St Payne, OH 45880](#)

~~-Newton Falls IGA Jeff Clark 140 Superior Street Newton Falls, OH 44444 330-872-1201~~

[Steve Barhorst d/bla BMI Indoor Speedway Steve Barhorst 791 E Main St Versailles, OH 45380](#)

Macali's Giant Eagle Michael Ferguson 40 Vienna Ave. Niles, OH ~~44446-330-652-2519~~ 44446

[Westside IGA Cindy Smith 2335 Galena Pike West Portsmouth, OH 45663](#)

~~Gardners SuperValu John Martin 117 Whittlesey Norwalk, OH 44857 419-668-1177~~

~~937-526-9544~~

~~330-898-6060~~

~~-Schilds IGA David G. Beaty 171 Milan Ave. Norwalk, OH 44857 419-668-5156~~

Umiya Petroleum LLC & Rohit Patel

Umiya Petroleum LLC & Rohit Patel
Rohit (Rick) Patel
7888 Old Troy Pike Huber Heights, OH 45424

Morinda Petroleum LLC and Harman Singh
Harman Singh 1250 W Breese Rd Lima, OH
45806

Medina Petroleum LLC and Harry
Singh Harry Singh 6392 Lafayette Rd
Medina, OH 44256

Saneholtz-McKams, Inc. Jim Saneholtz
416 West Main St. Montgelier, OH 43543

Baker's IGA Mark Cutshall 243 W State St
Newcomerstown, OH 43832

Gardners SuperValu
John Martin 117 Whittlesey
Norwalk, OH 44857

Victor Sharma Victor Sharma 327 W
Wayne St Paulding, OH 45879

Shri Mahakali LLC and Rohit Patel Rohit
(Rick) Patel 728 E Main St Trotwood,
OH ~~45426-224-565-3896~~ 45426

~~Steve Barhorst d/b/a BMI Indoor Speedway Steve~~
~~Barhorst 791 E Main St Versailles, OH 45380~~

~~-Sparkle Market Parkman Tony Modarelli 2587~~
~~Parkman Rd Warren, OH 44485~~

Hometown Marketplace Theresa
Kronenberger 60 Marvins Lane
Waynesville, OH 45068

~~Westside IGA Cindy Smith~~
~~2335 Galena Pike West~~
~~Portsmouth, OH 45663~~
~~740-858-5122~~

~~Brentwood Recreation~~
~~Center, Inc. Brent~~
~~Willingham 3105 State~~
~~Road 103 Willard, OH 44890~~
~~419-935-1394~~

Sparkle Market
Windham Maruf Awad
9670 E Center St
Windham, OH 44288
~~330-326-3517~~ [44288](tel:44288)

937-526-9544

330-898-6060

513-897-5001

Sparkle Market - Cochran
Vince Rago
4121 South Ave Youngstown,
OH 44512 330-782-0111 **44512**

Westside Sparkle Market, Inc,
Andrew Jarosz 1912 Mahoning Ave
Youngstown, OH 44509

4 T's Discount Foods
Tim Taylor
801 E Jack Choate Ave Hennessey, OK
73742

Spencer's Spud Spencer PO
Box 1359 Blanchard, OK 73010

-Country Boy Mr. "D" Corp. Danny Boyle P.O.
Box 10318 Midwest City, OK 73110
405-769-4321 **73110**

-Super C Mart, Inc. Rod Carver PO Box 683 Noble,
OK 73068 405-872-9229

Cinnamon's Grocery Keith
Cinnamon 1812 East First St.
Chandler, OK 74834

Sonny's Country Mart Dave Misiasz
500 S Mississippi Atoka, OK 74525
580-889-2392 **74525**

Beachler's Kirk Henley PO Box 1554 Oklahoma
City, OK 73101 405-262-4964 **73101**

-HAC, Inc.
Darci Strait P.O. Box 25008 Oklahoma City, OK 73105
405-290-3402

-Williams Discount Grocery Betty Pickard PO Box 56
Piedmont, OK 73078 405-373-0300

-Spencer's Spud Spencer PO
Box 1359 Blanchard, OK 73010
405-485-3810

-Pruett's Foods Ray Pruett 201 S Park
Dr Broken Bow, OK 74728
580-584-7481

Canton Foods Ron Chapdelaine
114 W Main Canton, OK 73724
580-886-2233 **73724**

Antony's Foods Steve Buoy 2310 W Main St Prague,
OK 74864 405-567-0227

-Kinnamon's Grocery Keith Kinnamon
1812 East First St. Chandler,
OK 74834 405-258-0168

-Green Spray Food Center Jordan
Sullivan 517 N 1st Durant, OK 74701
580-924-3663

Puckett's Food Craig Puckett PO Box 467
Sayre, OK 73662 580-928-3280 **73662**

-Consumer's Charles Fowler 909 W 6th Ave Stillwater,
OK 74074 405-372-2511

Top Value Mario Powell
1902 N Academy Guymon,
OK 73942 580-338-3384 **73942**

Las Americas Stanley Markham 1601 N Peoria
Tulsa, OK 74110 918-938-7382

-4 T's Discount Foods Tim Taylor 801
E Jack Choate Ave Hennessey,
OK 73742 405-853-2422

-Mannford Foods/Phelps Market
Jarred McLaughlin PO Box 1240
Mannford, OK 74044 918-865-3892

Warehouse Market Inc Jason

Marlow Foods Ronnie Shipman
610 S Broadway Marlow, OK 73055
580-658-6360 **73055**

HAC, Inc.
Darci Strait P.O. Box 25008
Oklahoma City, OK 73105

503-649-8597

503-749-1736

Antony's Foods Steve Buoy
2310 W Main St Prague, OK

Dagenet 6207 A South Peoria Tulsa,
OK ~~74136-918-749-4732~~ 74136

Alvas Market Mary Hamilton
706 Flynn St Alva, OK 73717

Williams Discount Grocery
Betty Pickard PO Box 56
Piedmont, OK 73078

~~-Moore's IGA Brad Moore 1100 S Mekusukey Ave~~
~~Wewoka, OK 74884 405-257-2300~~

Pruett's Foods Ray Pruett
20J S Park Dr
Broken Bow, OK 74728

Consumer's Charles Fowler
909 W 6th Ave Stillwater, OK
74074

~~Avondale Stores Limited Paul Stewart 4520~~
~~Jordan Road Jordan Station, Ontario L0R~~
~~4S0~~

Green Spray Food Center
Jordan Sullivan
517 N 1st Durant, OK 74701

Moore's IGA
Brad Moore
1100 S Mekusukey Ave
Wewoka, OK 74884

Bales
Al Best 17675 SW Farmington
Rd. Aloha, OR 97007

Mannford Foods/Phelps Market
Jarred McLaughlin PO Box
1240 Mannford, OK 74044

~~-Meanga S, Inc., d/b/a~~
~~Stop N Save Hinder~~
~~(Harry) Singh~~
~~210 Main St.~~
~~Aumsville, OR 97325~~

Erickson*s T/W Bend Doug
Schmidt 725 NE Greenwood
Ave. Bend, OR 97701

Super C Mart, Inc. Rod Carver
PO Box 683 Noble, OK 73068

~~Jim's Thriftway Mark Ward 660 S.
Main St.
Banks, OR 97106
503-324-2171~~

CE Lovejoy Market Kristin
Wolfe 19530 Amber
Meadow Dr. #140
Bend, OR ~~97701-541-388-1188~~ [97701](tel:97701-541-388-1188)

~~Erickson's T/W Bend Doug Schmidt 725
NE Greenwood Ave. Bend, OR 97701
541-382-4421~~

905-562-4173

503-649-8597

503-749-1736

Food 4 Less Loyda Terreforte 63455
NW Hwy 97 Bend, OR ~~97701~~
541-388-2100 97701

C&K Market Inc Ben Gallego 615 Sth
St
Brookings, OR 97415

Dollars Corner LLC Kelly Hackwith P.O. Box
187 Cove, OR 97824

~~-C&K Market Inc Ben Gallego 615 5th St
Brookings, OR 97415 541-412-3158~~

~~-Erickson's T/W Burns Doug Schmidt 13011
Hwy 20 Burns, OR 97720 541-573-3004~~

R.B. Bruns, Inc. Tom Bruns 849 W. 6th Ave.
Eugene, OR 97402

McKay's Markets, Inc. William Caldwell
P.O. Box 1080
Coos Bay, OR ~~97420 541-369-5921~~
97420

Halsey Select Market Markeeta Noffsinger 360
W. 2nd St.
Halsey, OR 97348

~~-Dollars Corner LLC Kelly Hackwith P.O. Box
187 Cove, OR 97824 541-568-4451~~

~~-Lincoln Beach Thriftway George Gaye 3950
N. Hwy 101 Depoe Bay, OR 97341
541-764-2314~~

C;hester's Thriftway Robert Cowan
Thompson 631 West Main St.
John Day, OR ~~97845 541-575-1899~~ 97845

~~-Erickson's T/W Madras Doug Schmidt 561 SW Fourth
St. Madras, OR ~~97741 541-475-3637~~~~

Elgin Food Town Bob Ludwig ~~1480~~ 1460
Division St Elgin, OR ~~97827 541-437-2012~~
97827

Manzanita Fresh Foods Tim Welsh 730 Manzanita
Ave Manzanita, OR ~~97130 503-368-5250~~

~~-R.B. Bruns, Inc. Tom Bruns 849 W. 6th Ave.
Eugene, OR ~~97402 541-345-8045~~~~
~~-Food Basket Market Place Gunnar Monson
707 Garibaldi Ave Garibaldi, OR ~~97118~~
503-322-3270~~

Sherm's Thunderbird Market, Inc. Steve
Olsrud PO Box 1400 Medford, OR ~~97501~~
541-857-0850 97501

Bales Vince Lucibello 12675 NW Cornell Rd.
Portland, OR 97229

Gearhart Grocery Molly Lowenberg 599
Pacific Way Gearhart, OR ~~97138~~
503-738-7312 97138

Erickson's T/W Pñneville
Josie
315 W. Third St.
Prineville, OR 97754

~~-Halsey Select Market Markeeta Noffsinger
360 W. 2nd St.
Halsey, OR ~~97348 541-369-2225~~~~

~~-Devin Oil Steven Scott 650 N 1st St, Ste D
Hermiston, OR ~~97838 541-922-4221~~~~

Sheridan Select Rodney Kotoff 135 S. Bridge
St.
Sheridan, OR 97378

R&M Foods, Inc. d/b/a Hank's Thriftway
Tom Evans
661 SE Baseline Rd. Hillsboro,
OR ~~97123 503-648-5122~~ 97123

JC Market Toledo, Inc. Bob Anderson
336 NE Hwy 20 Toledo, OR 97391

~~-Chester'~~

Manzanita Fresh Foods Tim Welsh 730
~~503-364-3374~~
Manzanita Ave Manzanita, OR 97130

503-843-3374

503-366-1030

J.C. Thriftway
Nadine Layfield
107 N. Coast Hwy 101 Newport, OR

Erickson's T/W Burns Doug Schmidt

Erickson's T/W Burns Doug Schmidt
13011 Hwy 20 Burns, OR 97720

Lincoln Beach Thriftway George Gaye 3950 N,
Hwy 101 Depoe Bay, OR 97341

Food Basket Market Place Gunnar Monson
707 Garibaldi Ave Garibaldi, OR 97118

Devin Oil
Steven Scott 650 N 1st St, Ste D
Hermiston, OR 97838

Erickson's T/W Madras Doug Schmidt
561 SW Fourth St. Madras, OR 97741

-Mill City Market Place Michelle
Cornwell 829 SW 1st St.
Mill City, OR 97360 503-897-2006

J.C. Thriftway Nadine Layfield 107 N. Cost
Hwy 101 Newport, OR 97365 541-265-6893

-Bales Vince Lucibello 12675 NW Cornell Rd.
Portland, OR 97229 503-646-9635

-Everyday Deals Extreme Discount Inc Steve
Harkless 600 SE 146th Ave Portland,
OR 97236 503-489-6247
Mill City, OR 97360

Lamb's Garden Home Cary Kutter 7410
SW Oleson Rd. Portland, OR 97223
503-244-9064 97223

-Erickson's T/W Prineville Josie 315 W. Third
St. Prineville, OR 97754 541-447-6291

Rockaway Beach Market Hwoan Jeong
208 S Anchor St Rockaway Beach,
OR 97136 503-355-2261 97136

503-394-3374

~~503-843-3374~~
Scio HomeTown Market Sam Singh PO Box 610
Scio, OR 97374

503-366-1030

-Sheridan Select Rodney Kotoff 135 S.
Bridge St.
Sheridan, OR 97378

~~Terrebonne Thriftway Bonnie Villastrigo 8431
14th St.
Terrebonne, OR97760 541-548-2603~~
~~-JC Market Toledo, Inc. Bob Anderson 336
NE Hwy 20 Toledo, OR97391 541-336-2025~~

Hoodland Thriftway John Archer P.O.
Box 1267 Welches, OR97067
~~503-622-3244~~ [97067](tel:503-970-6700)

Wilsonville [Deli/Deti](#)
Thriftway Chris May
8255 SW Wilsonville
Rd. Wilsonville,
OR [97070-503-682-9053](#)
[97070](#)

Food 4 Less Mega Foods Robert
Kennedy 2215 National Way
Woodburn, OR [97071](#)
[503-982-4031-97071](#)
~~-Shop 'n Save Phil Safran 2910 Duss
Ave Ambridge, PA15503-412-848-8994~~

[Petrucci Market, IGA Tom Petrucci](#)
[1412 Main St. Burgettstown,](#)
[PA15021-724-947-2723](#)

[Tusca Shop 'N Save](#)
[John Spagnola 4935](#)
[Tuscarawas Rd Beaver,](#)
[PA 15009](#)

[Tusca Shop 'N Save John Spagnola](#)
[4935 Tuscarawas Rd Beaver,](#)
[PA15009-724-709-8164](#)

Duritz's Enterprises Inc
Rebecca Duritz 617 West
Pike St Canonsburg, PA [15317](#)
[724-745-2900-15317](#)

~~-Coudersport Shop 'N Save Stan
Swank 91 2nd St Coudersport,
PA16915-814-274-9102~~

[Petrucci Market, IGA Tom](#)
[Petrucci 1412 Main St.](#)
[Burgettstown, PA 15021](#)

Butcher Block Meats & Seafood
Lorne Peters
3055 Biglerville Rd.
Biglerville, PA [17307-717-677-7977](#)
[17307](#)

~~Cresson Shop 'N Save Vincent
LaMantia 1213 Second St Cresson,
PA16630-814-886-7221~~

[Cresson Shop 'N Save](#)
[Vincent LaMantia](#)
[1213 Second St](#)
[Cresson, PA 16630](#)

~~-Selecto Edwin Herrera 320 Pond
Street Bristol, PA19007-215-785-6391~~

[Lake Region IGA](#)
[Jim Shook](#)
[PO Box 320 Hawley, PA 18428](#)

Hurley's Fresh Market Robert
Hurley P.O. Box 404 Dushore,
PA [18614-570-928-9251-18614](#)

~~-Shady Maple Farm Market Nancy
Martin 1324 Main St East Earl,
PA17519-717-354-4981~~

[Valeski's Fourth Street Market](#)
[Jnc Tom Valeski](#)
[4 N Street Ext](#)
[Indiana, PA 15701](#)

[Mallard Markets, Inc.](#)
[Frank Khun 161 S.](#)
[Second St. Lehighton,](#)
[PA 18235](#)

Hawley IGA Market Dawn
Questone 52 Welwood Ave
Hawley, PA [18428-570-226-6000](#)
[18428](#)

[Grimms IGA Central Market, Inc.](#)
[Bob Mitchell 10 N. Main St.](#)
[Middleburg, PA 17842](#)

[Market Basket Gary Swan 1407](#)
[Dwight Dr Johnstown, PA 15904](#)

[Gold Crown Shop N Save](#)
[Anthony Previte 1309](#)
[Shoemaker St Nanty](#)
[Glo, PA 15943](#)

[Masontown Shop n](#)
[Save Sandy Bruce 1882](#)
[McClellantown Rd](#)
[Masontown, F'A 15461](#)

[Castle Shannon Shop 'N](#)
[Save Dan McNaab 799](#)
[Castle Shannon Blvd](#)
[Pittsburgh, PA 15234](#)

~~717-776-7551~~

[Cox Market Steve Cox 7 1](#)
[Route 481](#)
[Monongahela, PA 15063](#)
[215-747-8700](#)

[Sailors Market](#)
[Carol Long](#)
[37 Carlisle Rd Newville, PA](#)
[17241](#)

[Shop 'n Save Phil Safran 2910 Duss Ave](#)

[Shop 'n Save Phil Safran 2910 Duss Ave
Ambridge, PA 15503](#)

[Selecto Edwin Herrera 320 Pond Street
Bristol, PA 19007](#)

[Coudersport Shop 'N Save Stan Swank 91
2nd St Coudersport, PA 16915](#)

[Shady Maple Farm Market
Nancy Martin
1324 Main St
East Earl, PA 17519](#)

-Houtzdale SNS Express Deborah Miller 541
Spring Street Houtzdale, PA ~~16651-814-378-7659~~
16651

Valeski's Fourth Street Market Inc Tom
Valeski 4 N Street Ext Indiana, PA 15704
724-463-8506

-Market Basket Gary Swan 1407
Dwight Dr Johnstown, PA 15904
814-266-5314

Wonderland Amusement
Management, LLC Rick Stammel
2249 Lincoln Highway East
Lancaster, PA ~~17602-717-606-5300~~
17602

Mallard Markets, Inc. Frank Khun 161 S.
Second St. Lehighton, PA 18235
610-377-5090

-Masontown Shop n Save Sandy Bruce
1882 McClellantown Rd Masontown,
PA 15461 724-966-7339

-Karns

[Kams](#) Prime & Fancy Food Ltd.
Scott ~~Karns~~ Kams 675 Silver
Spring Road Mechanicsburg,
PA ~~17050-717-766-6477~~ 17050

814-749-0121

Grimms IGA Central Market, Inc. Bob
Mitchell 10 N. Main St. Middleburg,
PA ~~17842-590-897~~ 717-776-7551

215-747-8700

-Cox Market Steve Cox 711 Route 481
Monongahela, PA 15063 724-258-4900

Haymaker Village Shop 'N Save

~~Castle Shannon Shop 'N Save~~
~~Dan McNaab 799 Castle~~
~~Shannon Blvd Pittsburgh,~~
~~PA 15234 412-561-1418~~

~~-Ross's Markets LLC Bob~~
~~Sliva 1850 Centre Ave~~
~~Pittsburgh, PA 15219~~
~~412-224-2978~~

Port Allegany Shop N
Save Cindy Goodliff 50
W Mill St Port Allegany,
PA ~~16743 814-642-2600~~
16743

Fezell County Market
Tim Fezell 201 N Hampton Ave
Punxsutawney, PA ~~15767 814-938-2820~~
15767

Holt's IGA David Holt
1050 Main St Bean
Station, TN 37708

Gate L O'Neil
Gale O'Neil 10929
Riverhill Rd
Shippenville, PA 16254

~~-Gale L O'Neil Gale O'Neil 10929~~
~~Riverhill Rd Shippenville, PA 16254~~
~~814-226-9981~~

Murphy's Food Stores
Todd Murgby 3426 Hwy
48 Charlotte, TN 37036

Belko Foods LLC
Richard Bell 206 West
High St. Waynesburg,
PA 15370

~~-Landis Supermarket Inc Larry Mihalko 2685~~
~~County Line Rd Telford, PA 18969~~
~~215-723-1045~~

Piggly Wiggly Todd Foxx
119 Nashville Hwy
Columbia, TN 38401

Corley's IGA Express
Chris Brown 1220 Hwy
72 West Greenwood,
SC 29646

Community Super Marekt Verona Connie
Croyl
1117 Milltown Rd
Verona, PA ~~15147 412-793-4020~~ 15147

~~-Belko Foods LLC Richard Bell 206 West~~
~~High St. Waynesburg, PA 15370~~
~~724-627-6174~~

~~-Mihelic Shop n Save Mike Walker 184~~
~~Rochester Rd West View, PA 15229~~
~~412-414-9203~~

Summit General Store
Matthew Skaling 25 Old Summit Rd
Greene, RI ~~02827 401-397-3366~~ 02827

~~-Corley's IGA Express Chris Brown 1220 Hwy~~
~~72 West Greenwood, SC 29646 864-223-1144~~

~~-Boulineau's Food Plus Curtis Matthews 212~~
~~Sea Mountain Hwy N Myrtle Beach, SC 29582~~
~~843-249-3556~~

HMS Ventures, LLC - Richburg IGA Nilesh
Patel 3191 Lancaster Highway Richburg,
SC ~~29729 803-789-3233~~ 29729

~~-S&N Xpress LLC Jamil Nassar 2696~~
~~Cherry Rd Rock Hill, SC 29730~~
~~704-506-6133~~

~~-Kessler's, Inc. Jason Holm 621 6th Ave. SE~~
~~Aberdeen, SD 57401 605-225-1692~~

Lemmon IGA Tiffany McCartney 409 Main
Ave Lemmon, SD ~~57638 605-374-3802~~

~~-Tucker's SuperValu Bruce Tucker PO Box 11~~
~~Miller Miller, SD 57362 605-853-2428~~ 57638

~~-County Fair Food Stores Jim Stewart 1305~~
~~W. Havens Mitchell, SD 57301 605-996-8393~~

~~615-789-5300~~

~~931-552-9668~~

~~423-472-0962~~

Payless Foods Josh Stocick 214 W Grand
Crossing Mobridge, SD ~~57601 605-845-3606~~

[Landis Supermarket Inc](#)
[Larry Mihalko 2685 County Line Rd](#)
[Telford, PA 18969](#)

[Mihelic Shop-n-Save Mike Walker 184](#)
[Rochester Rd West View, PA 15229](#)

[Boulineau's Food Plus Curtis](#)
[Matthews 212 Sea Mountain Hwy N](#)
[Myrtle Beach, SC 29582](#)

[Kessler's, Inc. Jason Holm 621 6th](#)
[Ave. SE Aberdeen, SD 57401](#)

[County Fair Food Stores Jim Stewart](#)
[1305 W. Havens Mitchell, SD 57301](#)

[Dakota Crossing Foods](#)
[Mark Stevenson](#)
[2410 SD Hwy 10 Sisseton, SD 57262](#)

Cash Saver James Johnson 795 S
Main St Ashland City, TN37015
~~615-792-5753~~ [37015](#)

Holt's IGA David Holt 1050 Main St Bean
Station, TN37708 ~~865-993-3239~~

~~-Bradford Bestway Tracy Tate 124 W Main~~
~~St Bradford, TN38316 731-742-2300~~

Rex's Foodland Rex Messick 4666 S
Nashville Hwy Chapel Hill, TN37034
~~931-364-7315~~ [37034](#)

~~Murphy's Food Stores Todd Murphy 3426 Hwy~~
~~48 Charlotte, TN37036~~

~~-Hilltop Supermarket Brian Brown 400 Hwy~~
~~149 Clarksville, TN37040~~

Cooke's Food Store
Benjie Widner 3400 Keith St
Cleveland, TN 37312

615-789-5300

931-552-9668

423-472-0962

Piggly Wiggly Todd Foxx 119 Nashville Hwy
Columbia, TN ~~38401-931-388-3206~~

-Chappell's Food Store Mike McGuire 691
Hwy 70 E Dickson, TN ~~37055-615-441-3655~~

Gerald's Foodland David West 200
College St W Fayetteville, TN ~~37334~~
~~931-433-0110~~ [37334](tel:37334)

615-789-5300

931-552-9668

423-472-0962

Tony's CBEE, Inc. d/b/a Tony's Foodland
Tony Hunter
PO Box 249 Joelton, TN 37080
615-876-2203 **37080**

~~Lawrence Foods Inc Mike Lawrence
134 W Kingston Springs Rd Kingston Springs,
TN 37082 615-952-4366~~

~~McMinnville Foodland Plus Dennis Lann 835
New Smithville Hwy Ste 25 McMinnville,
TN 37110 931-473-1653~~

Lopez Food Stores Leticia Lopez 1800 E
VanBuren Brownsville, TX 78520-956-541-6802
78520

~~City Market Kurt Jaeger 200 E Renfro St
Burleson, TX 76028 817-295-1051~~

~~Minyards Tim Van Slyke 1430 Valwood Pkwy
Carrollton, TX 75006 214-519-4474~~

Lawrence Foods Inc
Mike Lawrence
134 W Kingston Springs Rd
Kingston Springs, TN 37082

Pleasants Grocery Steve Pleasants
15275 Hwy 57 Moscow, TN 38057

Optimistix Business, Inc. Karim Maknojia
4201 N Frazier Rd Conroe, TX 77304

Kirkpatrick's Foodland Jason Kirkpatrick

Piggly Wiggly #340
Josh Rudder
754 W Main St Monteagle, TN 37356
931-924-3135 **37356**

Terry's El Mariachi Supermarkets
Rick Claus
2310 St. Germain Dallas, TX 75212

~~Pleasants Grocery Steve Pleasants 15275 Hwy
57 Moscow, TN 38057 901-877-7932~~

~~Tietgens Super Rama #7 Doug Minnich 4955
Hwy 43 N Mt Pleasant, TN 38474 931-964-0228~~

Harshamika, Inc. Dharmesh Patel 3530
Hwy. 218 Bypass
Paris, TN 38242 731-642-1681 **38242**

~~Kirkpatrick's Foodland Jason Kirkpatrick 100 N
Cedar Ave S Pittsburg, TN 37380 423-837-2386~~

~~Spring City Piggly Wiggly Jason Price 141 E
Clinton Ave Spring City, TN 37381 423-365-5917~~

Deaton's Marketplace
Bryan Newman
2038 Hwy 45 ByPass S Trenton,
TN 38382 731-855-3802 **38382**

~~Piggly Wiggly #368 Greg Jackson 811 E
Lincoln St Tullahoma, TN 37388 931-455-2491~~

~~E.W. James & Sons, Inc. Ken Pink 1308-14
Nailing Dr. Union City, TN 38261
731-885-0601x245~~

Al's Foodland Mark Beeler PO Box 429
White House, TN 37188 615-672-8892 **37188**

~~Bates Foods Dong L Lee 108 N Porter St
Winchester, TN 37398 931-967-2651~~

~~Porter's Frank Guerrero 101 E Sul Ross Ave
Alpine, TX 79830 432-294-2645~~

281-226-0100

409-684-2400

214-748-4053

Angel Fire Mini Mart
Ryan Hodge
320 S Polk Suite 100 Amarillo, TX 79101

McMinnville Foodland Plus

McMinnville Foodland Plus

Dennis Lann

835 New Smithville Hwy Ste 25 McMinnville,
TN 37110

Tietgens Super Rama #7 Doug Minnich 4955
Hwy 43 N Mt Pleasant, TN 38474

Spring City Piggly Wiggly

Jason Price

141 E Clinton Ave Spring City, TN 37381

E.W. James & Sons, Inc. Ken Pink 1308-14
Nailing Dr. Union City, TN 38261

Porter's

Frank Guerrero

101 E Sul Ross Ave Alpine, TX 79830

Lou's Supermarket New Raju Karovalia 406
Grand Ave Bacliff, TX 77518

Huddleston Grocery Allen Huddleston 301
Halesboro St Bogata, TX 75417

Minyards Tim Van Slyke

1430 Valwood Pkwy Carrollton, TX 75006

Empire Petroleum Partners
LLC

Mike Dove
8350 N Central Expy Ste
M2185 Dallas, TX ~~75206~~
~~214-750-9313~~ [75206](tel:75206)

~~Terry's El Mariachi~~
~~Supermarkets Rick Claus 2310~~
~~St. Germain Dallas, TX 75212~~
~~469-855-7028~~

IGA Foodliner d/b/a Market
Place Jason Badejo 1202
S FM 51 Decatur, TX ~~76234~~
~~940-627-6438~~ [76234](tel:76234)

Casino Grocery JoAnn
Morales 42 Academy
Eagle Pass, TX ~~78852~~
830-773-8085 **78852**

San Eli Supermarkets
Hector Saneli
PO Box 12235
El Paso, TX 79913

Seven Seas Grocery
Thomas Harrison PO Box
5299 Jamaica Beach
Galveston, TX 77554

Baywood Foods Michael
Wood 6721 Main Hitchcock,
TX 77563

Food World Salah Yousef
549 Greens Rd Houston, TX
77060

Consumer Retail Food Inc
Omar Panjwani
7707 Tanglewild Ave
Houston, TX 77036

Sunmart, Inc. Anthony
Sullivan P.O. Box 4456
Houston, TX 77210

Jerry's Food King LLC Jerry
Dorman
165 Oyster Creek Dr
Lake Jackson, TX 77566

Pay & Save Inc d/b/a Lowe's
John Potter 1804 Hall Ave
Littlefield, TX 79339

Magnolia Food Inc
Karim Maknoja 26550
Nichols Sawmill Rd
Magnolia, TX 77355

956-235-9680

Eagle Grocery and Market
Jaime Rodriguez 299 Main
St Eagle Pass, TX ~~78852~~
830-773-2384 **78852**

-Mata's Fruit Store Jaime Mata
3334 Fort Blvd-

806-385-3366

El Paso, TX ~~79930-915-562-0500~~

San Eli Supermarkets Hector
Saneli PO Box 12235 El
Paso, TX 79913
915-764-2254

Elrod's Cost Plus #11
Kevin Hennessy
3220 N Main Fort
Worth, TX ~~76106~~
817-626-0544 **76106**

-Baywood Foods Tony Wood
301 S Brazosport Freepor,
TX ~~77541-979-239-1307~~

Seven Seas Grocery
Thomas Harrison PO
Box 5299 Jamaica
Beach Galveston,
TX 77554-409-737-1152

David's Supermarkets Inc
Donnie Button PO Box
350 Grandview, TX ~~76050~~
817-866-2654 **76050**

-Hearne Supermarket Mike Ali
917 W Brown St Hearne,
TX ~~77859-979-279-2315~~

Baywood Foods Michael
Wood 6721 Main Hitchcock,
TX 77563-409-986-5744

Big City Food Jane Chan
11330 Homestead Rd
Houston, TX ~~77046~~
281-442-6083 **77016**

806-791-0220

-Bob and Nhi Inc
John Vuong
13824 Almeda
Houston, TX ~~77053~~
713-550-4490
77053

Mata's Fruit Store Jaime
Mata 3334 Fort Blvd.
El Paso, TX 79930

Baywood Foods
Tony Wood
301 S Brazosport Freeport,
TX 77541

Heame Supermarket
Mike Ali 917 W Brown St
Heame, TX 77859

Sellers Bros. Inc. Johnny
Sellers 4580 S Wayside Dr
Houston, TX 77087

El Ahorro Supermarket Juan
Gonzales 150 W Parker Rd
Houston, TX ~~77076-281-827-6351~~
77076

-Fiesta Mart Inc Robert
Quintanilla 5235 Katy
Freeway Houston, TX ~~77007~~
~~281-796-8893~~ 77007

-Food World Salah Yousef 549
Greens Rd Houston, TX ~~77060~~
~~281-875-4208~~

Sellers Bros. Inc. Johnny Sellers
4580 S Wayside Dr Houston,
TX ~~77087-713-640-1611~~

-Sunmart, Inc. Anthony Sullivan
P.O. Box 4456 Houston,
TX ~~77210-281-681-1000~~

-Neu-Mart Mike Neutze 3280
Junction Hwy Ingram, TX ~~78025~~
~~830-367-2882~~

Bill L Dover Co Randy Fuller PO
Box 600 Jasper, TX ~~75951~~
~~409-384-8900~~ 75951

-Jerry Lee LLC Jerry
Dorman 165 Oyster Creek Dr Lake
Jackson, TX ~~77566-979-297-5631~~

-Hill Country Grocery Store Cash
8949 FM 1283 Lakehills, TX ~~78063~~
~~830-751-3700~~

Prontos Meat Market
Jose Santos
2720 N Malinche Laredo,
TX 78043

-Pay & Save Inc d/b/a Lowe's
John Potter 1804 Hall Ave
Littlefield, TX ~~79339~~

-United Supermarkets LLC
Diane Earl 5801 MLK Blvd
Lubbock, TX ~~79404~~

806-385-3366

806-791-0220

K.Ram Business, Inc.
Karim Maknoja 13403
Stagecoach Rd
Magnolia, TX 77355
281-252-6900 [77355](tel:77355)

-Magnolia Food Inc
Karim Maknoja 26550
Nichols Sawmill Rd
Magnolia, TX 77355
281-356-5800

-RGV Globe Supermarket
Virginia Saldivar PO Box
6029 McAllen, TX 78501
956-343-1463

G & C Investments, Inc. Georgia Corporation
Sam Chavda 4284 Hathaway Ct. Kennesaw,
GA 30144 678-770-2474

-Joe Faraj Joe Faraj 57777 Gratiot
New Haven, MI 48048 810-749-8790

-Pit Stop Tony Mason 1120 W. Cumberland
Gap Pkwy. Corbin, KY 40701 606-528-7899

Crossroads Hospitality Management
Company Interstate Hotels Corporation
Pittsburgh, PA 15220

-JALP, Inc.
Jarrod Pierce P.O. Box 34294 Indianapolis,
IN 46234

-D&K's of VA, Inc. Suchen Y. Gunther P.O.
Box 20221 Roanoke, VA 24018 540-793-1277

Indy Rail Holdings, LLC Steve Patton 410 W.
Oak St., Suite 9A Zionsville, IN 46077
317-733-9754

-Express Lane, Inc. Jim Lewis P.O. Box
59825 Panama City, FL 32412
850-769-8977

-IRH, Brooks School Rd., LLC Steve Patton
410 W. Oak St., Suite 9A Zionsville, IN 46077
317-733-9754

IRH, Conner St., LLC Steven Patton 410 W.
Oak St., Suite 9A Zionsville, IN 46077
317-733-9754

-Chuck McAulay Chuck McAulay 3001
Cove Ridge Rd. Midlothian, VA 23112
804-314-9631
956-233-9680

-Indiana Food Group, LLC Bill McKone P.O.
Box 511 Frankfort, MI 49635 419-376-6146

Affia Abdelmalek Father
Mikael Abdelmalek 11220
Arborwood Trail Carmel,
IN 46032 317-566-0111

-Upadhyay, LLC Sanak
Upadhyay 1340
Longview Dr.
Woodbridge, VA 22191
703-491-6160

-Warren Ent, LLC Bill
Warren 936 Savannah
Place Gulfport, MS 39507
228-669-3895

CHB Sports Albert Blough
P.O. Box 67 Shillington,
PA 19607 610-777-1355

-Kirchoff Gas and Food
Mart Inc Ravi Harsoor
4200 Kirchoff Rd Rolling
Meadow, IL 60008
630-229-5704

-5 Guyz and a Pizza Pie
LLC Harry Smith 11429
NW 9th Terrace Yukon,
OK 73099 607-846-1425

The Daughtride Group
Bill Daughtride P.O. Box
593 Rocky Mount,
NC 27801 252-446-6137

-Diverse Brands, LLC
Doug Thomas P.O. Box 3
Zionsville, IN 46077
317-306-6416

-Pruthi, Inc. Jay Patel
1429 Hillcott Lane
Indianapolis, IN 46231
317-396-0782

Union Valley Tiger Mart
Shelly Urban 9750
Kendell Circle Royse City,
TX 75189 972-636-3335

-Kopple, James (Subway)
James Kopple 8306
Autumnwood Way
Louisville, KY 40291
502-231-1433

-Purbasha, LLC Vinay
Binrajka 474 E. Sunburst
Lane Tempe, AZ 85284
602-697-8418
806-385-3366

806-791-0220

3110 LLC Jess Anderson 3110 Todds Rd.
Lexington, KY40509 606-254-8186

Jacksonville, AR72067 501-982-0061

-Al F. Mirza Al F. Mirza 6908 Stonebridge Court
Alexandria, VA22206 703-768-6908

-Always Open John Slavkowski P.O. Box 1485
Melrose Park, IL60161 630-739-7318

Hamlet C-Store, Inc. (Noak, Tom) Tom Noak
1655 Snead Ave. Chesterton, IN46304
219-926-8500

-Handy Andy Food Stores, Inc Kelly Snyder
320 E. Main St. Gas City, IN46933
765-677-0711

-J & S Dairy (B&R) James Machowiak 3303
Portage Ave. South Bend, IN46628
219-277-8175

Always Open / Tim Korte Tim Korte 6355 W.
Washington Indianapolis, IN46241 317-244-1486

-Around the Town Pizza Bryan West P.O. Box
407 Zionsville, IN46077 317-461-3246

-Barger's Merrick Shell George Barger 2048
Merrick Dr Richmond, KY40475 859-624-2944

L D Enterprises, Inc. Dick Myneberge 1408
Lincolnway E. Mishawaka, IN46545
219-293-5379

-Lance's New Market Dan Lance 18 W.
Washington Huntington, IN46750
219-356-1292

-Laubauch, Tony / Express Mart
(B&R) Toby Laubach 2560 Detroit Rd.
Niles, MI49120 616-684-5630

Brown's Citgo Quick Mart Barry Brown 830 E.
High St. Potosi, MO63664 573-438-5793

-Buehler Foods, Inc. Kris Buehler P.O. Box 82
Jasper, IN47546 812-482-1366

-CMT Stores, Inc. Chuck Bair 4116 Dalewood Dr.
Fort Wayne, IN46815 219-747-3087

Colling, Michael F. & Judi Michael F. Colling
P.O. Box 577 Glenrock, WY82637
307-436-8280

Laurin Petry, DBA Noble Roman's Pizza
Laurin Petry 515 Fawn Ridge Trail
Bloomington, IN47204 812-876-9437

-Maid O'Clover Corporation Jeff Wallace 207
South Sixth Avenue Yakima, WA98902
509-248-3562

-Convenient For U, Inc. Bill McKinney Box
124 B, Rural Route # 2 Moweaqua,
IL62550 217-768-5550

-Cruz, Inc. Tony Cruz 5890 National Rd. E.
Richmond, IN47374 765-962-6912

-Marsh Supermarkets Mike Emmons 9800
Crosspoint Blvd. Indianapolis, IN46256
317-594-2100

C-Store Marketing 2518 East Center St.
Warsaw, IN46580

MDK Corporation Dave Peters 415 New St.
Goshen, IN46526

-DCBG, Inc.
Patrick Meglio 42764 Jonquil Lane South
Riding, VA20152 703-327-8484

-Mike Amos, Inc. Mike Amos 600 N. Lincoln
Rockville, IN47872

-Ellsperman, Ken (Subway #21727) Ken
Ellsperman 8309 Bell Oaks Dr. Newburgh,
IN47630 812-858-9932

-Morrell Enterprises, Inc. (Subway) Carole
Cox 312 East Hillcrest Drive Greenville,
SC29609

Fresh Encounter, Inc. Michael Needler 317
W. Main Cross St. Findlay, OH45840
419-422-8090

-Grant Co., Inc. Bryan West 377 S.
Meridian Street Indianapolis, IN46217

806-385-3366

806-791-0220

-Haley Enterprises, Inc. Barry Hickingbotham
2106 N. 1st St.

Nick & Andy's (Sharp, Duane) Duane Sharp P.O. Box 577 Shipshewana, IN46565-219-768-7802

-Noble California Restaurant Group, LLC Amir Siddiqi 9847 Cheyenne St. Ventura, CA93004-805-672-0195

-Oakwood Market Gordon Dillow P.O. Box 307 Oakwood, IL61858 217-354-4231

Penn Street, Inc. and Jeff Clancy Jeff Clancy 4930 N. Pennsylvania St., Suite C Indianapolis, IN46205 317-357-8928

-Prima Marketing, LLC Ron Bowers 49 Dylan Dr. Fairmont, WV26554 304-367-1132

-Prima Marketing, LLC Pam Scott 300 W. High St. Harrisville, WV26362

Rising Sun Shell Ernie McConnaughey 519 N. High St. Rising Sun, IN47040 812-438-4364

-RJF, Inc. Terry Farabaugh 3747 S. Meridian Indianapolis, IN46217-317-786-0839

-Ro Di Oil Co., Inc. (B&R) Ron Hayman P.O. Box 6 Veedersburg, IN47987 800-240-7634

Second Chance Pizza, Inc. Mike Proia 2317 Blue Smoke Trail Mishawaka, IN46544 219-257-3751

-Stockman Oil Chip Stockman 1138 Reynolds Ave. Greenwood, SC29649 864-223-8486

-Sundquist, Joel (Subway of Crestwood, Inc.) Joel Sundquist 4302 McCombs Circle Crestwood, KY40014 502-241-7634

956-235-9680

The Sports Center Lance Rhoades 1915 Gladden Rd. Plainfield, IN46168 317-839-8880

Village Dentry, LLC (Marsh

-Waco Oil Gregg Schrand 219 Garrard St. Covington, KY41011-606-581-9226

Willaredt Oil Co., Inc. A. Dean Willaredt 800 N. Route 45 / P.O. B. 1245 Mattoon, IL61938 217-234-4477

-Behrouz Heshmatipour Behrouz Heshmatipour 13739 Lambertina Place Rockville, MD20850-301-613-8390

-IHE GW, INC. Patrick Meglio 42764 Jonquil Lane South Riding, VA20152-703-327-8484

IHE WHC, INC. Patrick Meglio 42764 Jonquil Lane South Riding, VA20152 703-327-8484

-Szyborski's Great Little Foods Store, Inc. Henry Szyborski 12760 Adams Rd. Granger, IN46350-574-277-8102

-RJFK, Inc. Terry Farabaugh 23 E. Main St. Rossville, IN46065-765-379-3157

Patrick G. Meglio Patrick Meglio 42764 Jonquil Lane South Riding, VA20152 703-327-8484

-JOSNA, Inc. Hassan Chowdhury 4200 Wisconsin Ave., N.W. Washington, DC20016 202-364-0788

-P.J. Patel, Inc. Paresh Patel 13008 3rd St. Bowie, MD20720-301-860-1308

Dylan Inc. d/b/a Dylan Mart Dylan Sran 6455 W. Washington St. Indianapolis, IN46241-317-243-3481

-Chris & Monica Kim Chris Kim 8191 Douglas Fur Dr. Lorton, VA22079 703-750-0995

-Chun Ma Enterprises, Inc. Dong K. Kim 3800 Powell Lane, Suite 924 Falls Church, VA22041-703-820-3546

806-385-3366

Tim Layman Tim Layman 206 Forest Ave.

Wyoming, OH45215

-Craig Johnson Craig Johnson 13932 Hull St. Rd. Midlothian, IN23112

-Kapi Ram, Inc. Diptesh Patel 1320 Tayfield Ct. Dayton, OH45414

806-791-0220

Great Lakes Convenience Inc. d/b/a Alto Marathon
Don Ziemke 11990 64th St. Alto, MI49302
616-868-1000

-J.R. Liston, Inc. Jean
Heston 26395 State Rd.
2 South Bend, IN46619
574-287-1990

-Erron Clayton Erron
Clayton 11427 Pace Ct.
Indianapolis, IN46229
317-894-9887

-Rinne Tire and Service, LLC Mark Rinne 243
Main St. Licking, MO65542 573-674-2390

-VSKD Enterprises, LLC Surash Devireddy 1130
Park Ave.
Piqua, OH45356 717-343-5737

Richmond NRT #1, LLC Tim Martz 2512
Crosstimbers Terrace Midlothian, VA23112
804-794-0070

-Scott Fuel, Inc. Nazmi Cangoz RD 1 Box 327-A
Dalton, PA18414 570-563-1645

-Margarita Rana Kuldip Rana 8195 Greenscape
Way Riverside, CA92508 951-215-8774

Circle D Corporation Amrik Cheema 1221 S. 9th
St.
Richmond, IN47374 765-962-1329

-Disha Enterprise, LLC Imaze Hasnain
10087 Blossom Ridge Dr. Elk Grove,
CA95757 916-316-1592

-Jerry Klich Jerry Klich 6679 Long Ave.
Placerville, CA95667 530-642-2012

Fastop Foods of East Texas, Inc. Terry
Pickard 3304 Winding Way Kilgore,
TX75662 903-981-0121

-Horizon Market Joe Bob White
4060 N. Blagg, Suite C Pahrump,
NV89048 775-727-4100

-P.O.P., Inc.
Terry Farabaugh 1940 Northwood Plaza
Franklin, IN46131 317-738-4467

Newman, Joseph Joseph Newman 2522
Caribou Dr. Evansville, IN47725

-See USA, LLC Roger Distler P.O. Box
534 Cayuga, IN47928 765-492-3345

-First United Energy Limited, LLC Kola
Falobi 9200 Harford Road Parkville,
MD21234 410-661-3911

Fully Thru Marketing, LLC Michael
Donley 8070 Shorewalk Dr. Indianapolis,
IN46236 317-823-9600

806-385-3366

806-791-0220

-LVH, Inc.
George Van Harlingen 6430 Springfield
Xena Rd. Springfield, OH45502
937-324-3775

Sidona Enterprise, LLC
Yohannes Ghebray 13217
Stravinsky Dr. Silver Spring,
MD20904 301-288-7563

-D & M Sowder, Inc.
David S. Sowder 2002
East Stop 12, Apt. A
Indianapolis, IN46227
317-883-2032

-Irina A Hanna Amir
Youssef 1359 James Ct.
Zionsville, IN46077
317-250-3314

Eblen Short Stop, Inc.
Brenda Trantham P.O. Box
5153 Asheville, NC28806

-Hsieh Wisconsin, LLC
Anna Hsieh 4200
Wisconsin Ave., N.W.
Washington, DC20016

-Flora Amoco Food Shop
Kathy Zimpher State Road
18 Flora, IN46029

Holiday Inn North - A Trust
James Dora Jr.
2501 South High School
Road Indianapolis, IN46241
317-243-1000

-Barry W. Baumgardner,
Inc. Barry Baumgardner
888 Walnut St., Franklin,
IN46131 317-738-9890

-Sundaram Food, Inc.
Kalyna Sundaram 1303
College Ave.
Goshen, IN46526
574-532-3104

Joann Tomasic Joann
Tomasic 3901 Sandpiper
Ct. Valparaiso, IN46385
574-867-8966

-Day Nite Food Mart Michael
Bedel P.O. Box 396
Versailles, IN47042
812-689-5366

-McGuires Moberly Shell, LLC
Worthie McGuire 3306 New
Irving Rd. Richmond,
KY40475

DJ3 Inc.
Dave Relos 128 Chapin
St.
South Bend, IN46604
574-233-1706

-Volada, Inc. Deepak Patel
4680 - 18A Monticello Ave.
Williamsburg, VA23188
757-258-9747

-Standard Petroleum Corp.
d/b/a Driver's Truck Stop
Shawn Tabani Box 176 Rt.
2, I-65 & Hwy. 218 Horse
Cave, KY47249
270-786-1824

Metro Petroleum Ken Nail
1044 West 41st Street Tulsa,
OK74107 918-445-3134

-Bablu, Inc. Ruby Singh
668 Berkey Dr.
Romeoville, IL60446
317-373-4227

-Dave Neumann Dave
Neumann 121 Hunters Ridge
Dr Jacksonville, NC28540
910-450-9349

956-235-9680

2008 PGH, Inc.
Patrick Meglio 42764

-Christensen Oil Company,
Crest Dist., Inc. Todd
Christensen P.O. Box 818
Provo, UT84603
800-654-0438

-Pamela Miodkovic (Subway)
Pamela 2841 Center Rd.,
Apt A Poland, OH44514

Airport Crown, Inc. Altaf
Lakhani 1001 Aviation Blvd.
Baltimore, MD21240
443-756-1712

-Jeff McLinn Jeff McLinn
6131 S Meridian
Indianapolis, IN46217
317-430-4058

-Bettag Co. Ralph Bettag
6957 E. SR 62 Mariah Hill,
IN47556 800-439-7741

Meier Oil Dan Ponton 405
North 2nd Box 8 Ashkum,
IL60911 815-698-2343

-Lakhani, Mansoor
(Subway) Mansoor Lakhani
1001 Wood Dale Road
Wood Dale, IL60194
773-274-8080

-Everybody's Oil
Corporation Anne LaRue
800 E 19th St.
Anderson, IN46015
765-649-0404

Sweet P's Pizza & Subs
Paula Studebaker 8078
Bi-County Road Norfolk,
VA23518 757-513-7700

-Fouad Al Shaban Fouad
Al Shaban 8517 Huntspring
Dr. Lutherville, MD21093
410-337-8517

-O'Grady, Brian (Texaco)
Brian O'Grady P.O. Box
11008 Pueblo, CO81001
719-568-4409

Cicci, Frank & Diane
(Texaco) Frank Cicci 281
Lake Mist Drive Mooresville,
NC28117

-Woodcrest Enterprise, Inc.
dba Kountry Store Mark
Kidd 323 West Broadway
Trenton, IL62293

-Reza Enterprises, Inc. Rajinder Sahni 3755
Roxbury Lane Alexandria, VA22309

806-791-0220

Rajesh Patel Rajesh Patel 7140 Green Springs
Road Indianapolis, IN46214 317-243-9771

-Cyclone Enterprises LLC Peter Murphy 617
Third Ave SW Carmel, IN46032 317-571-1677

-Guraya Enterprises Corp Paramjeet Guraya 8010
S Nineveh Rd Nineveh, IN46164 317-933-3000

Ho Sang Park Ho Sang Park 23609 Public House
Rd Clarksburg, MD20871 301-528-9016

-Michael Thompson Michael Thompson 1125 N.
Lesley Ave Indianapolis, IN46219 317-356-2378

-Key Financial Corp Bob Key 5425 S. East St.
#A-B-C Indianapolis, IN46227 317-784-4064

Crystal Flash Petroleum, LLC Andy Batt 5221 Ivy
Tech Dr Indianapolis, IN46268 317-879-2849

-The A Team of Texas, LLC Thomas "Andy"
Smith
612 Monette Dr Bedford, TX76022
817-285-0266

-Powell Texas Properties, LLC Mike Powell 1108
Spruce Run Dr Roanoke, TX76092 817-337-2585

R. — R. Morrison &
Son Inc Paul Moody 4920
Hwy 61 S Vicksburg,
MS39180 601-636-2471

-Foerster, Tom (Subway
#19509) Tom Foerster
950 Route 22 Fox River
Grove, IL60024
847-516-3011

Thrif-Tee Food
Center Daniel
McManos 10955
Eagle Drive Mont
Belvieu, TX77580
281-576-5040 [77580](tel:77580)

Market Basket Foods Jim Urban 2420
Nederland Ave Nederland, TX ~~77627~~
409-727-3104 77627

Brahma Mart Joe Clifton 400 E
Main St Omaha, TX 75571

Winegar's Supermarket, Inc.
Eston Winegar 3371 S Orchard
Dr Bountiful, UT 84010

Titans Village LLC and Alex
Singh Alex Singh 2800 West
Hwy 365 Port Arthur, TX 77642

Quality Markets Ellen Springer
180 E Main Delta, UT 84624

Arlan's Market Annes Arlan 4614
Nasa Parkway Seabrook, TX
77586

Main Street Market Sandra
Behling 15 W Main Ferron, UT
84523

Patek's Grocery Bob Patek
PO Box 635

Farid Abusaleh Farid Abusaleh 2600 Memorial
Blvd Port Arthur, TX ~~77640 409-982-3565~~ 77640
~~-Red Rock Grocery Hetal Patel 1945 Fm 20 Red
Rock, TX 78662 512-308-2488~~

Vinyard Enterprises d/b/a Vinyard's Lake
Store John K Vinyard 6693 FM-115
Scroggins, TX ~~75480 903-860-3102~~ 75480

~~Arlan's Market Ames Arlan 4614 Nasa Parkway
Seabrook, TX 77586 281-942-9539~~

~~-Dick's Food Store - Seadrift Karen Barton PO Box
430 Seadrift, TX 77983 361-785-3391~~

Debra Gilles Debra Gilles 105 Ripple Creek St
Shavano Park, TX ~~78231 210-834-4521~~ 78231

~~Patek's Grocery Bob Patek PO Box 635 Shiner,
TX 77984 361-594-3171~~

~~-Blue Marlin Supermarket Omar Martnez 2912
Padre Blvd South Padre Island, TX 78597
956-761-4966~~

RF & Sons Properties LLC Jaswinder (Jesse)
Randhawa 533 Coyote Rd Southlake, TX ~~76092~~
979-451-1071 76092

~~Hodges Food Basket Tracy Hodge 26824 I-45 North
Spring, TX 77386 281-367-7597~~

~~-SS Fuels Inc Penny Sidhu PO Box 1106 Tatum,
TX 75691 682-225-4500~~

~~-Food King Tony Melchor 915 6th St N Texas City,
TX 77590 409-948-2181
409-938-1350~~

972-338-4025 x 203

512-791-6913

Food Rite Market Kiet Nguyen 5320 FM-1765
TX 77504

~~Jack & Jill Lanes, Inc. Sam Wadley 105 S. 700
East American Fork, UT 84003 801-367-8595~~

[Family Center IGA](#)
[Michael Hall](#)
[418 S Allister St](#)
[Port Aransas, TX 78373](#)

[Aadarsh Business Inc and Hetal](#)
[Patel Hetal Patel 1945 Fm 20](#)
[Red Rock, TX 78662](#)

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[Omar Martnez](#)
[2912 Padre Blvd South Padre Island,](#)
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Delta, UT 84624 435-864-2782~~

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Ann Hatch
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Duchesne, UT 84021 435-733-0905 [84021](#)

[Jack & Jill Lanes, Inc. Sam Wadley 105](#)
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[Stewart's Markets Mark Stewart 621](#)
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~~Valley Market Carly Worden 2555 Wolf Creek
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[Valley Market Carly Worden 2555 Wolf](#)
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~~Main Street Market Sandra Behling 15 W
Main Ferron, UT 84523 435-749-6016~~

Ute Plaza Supermarket Uleeta Myore
775 E Hwy 40 Fort Duchesne, UT 84026
435-722-3282 [84026](#)

Lake View Market Michael Moldenhauer
485 N Bear Lake Blvd Garden City,
UT 84028 435-946-2279 [84028](#)
-Soelberg

[Soetberg's Market Carol Jefferies 213 E.](#)

[Soetberg's Market Carol Jefferies 213 E.](#)
Main Grantsville, UT ~~84029-435-884-5534~~
[84029](#)

Melon Vine Food Store
Penny Riches
80 S Broadway Green River, UT ~~84525~~
~~435-564-3228~~ [84525](#)

[R&A Market Dean Armstrong 408 S Main St](#)
[Helper, UT 84526](#)

[Kamas Foodtown Phil Bair 145 W 200 S](#)
[Kamas, UT 84036](#)

[Royal's Food Town Misako Taylor 135 S Main](#)
[St Loa, UT 84747](#)

[Andy's Market John Hansen 515 N Main](#)
[Monroe, UT 84754](#)

[Drew Leroy Drew Leroy 355 E State Rd 39](#)
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[Corner Market LLC d/b/a South End Market](#)
[Eric Scholes 820 N 700 E Provo, UT](#)
[84606](#)

[Winegar's Supermarket, Inc. Sarah Mildon](#)
[3400 W 4800 S Roy, UT 84067](#)

[Olympus Hills Lanes Inc Gordon Lindstrom](#)
[4015 S Wasatch Blvd Salt Lake City, UT](#)
[84124](#)

[Miner Trading Post LLC Brittnie Medina](#)
[123 Market St.](#)
[Sunnyside, UT 84539](#)

~~Ms and Sons Inc Sharanjit Multani 3805 Midland Dr
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Day's Markets
Carl Day 890 S Main St
Heber City, UT 84032

Ms and Sons Inc Sharanjit Multani 3805
Midland Dr
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Planet Wireless Inc d/b/a Nobler Roman's
Utah
PS
Eric ~~Quintana~~ Cluintana
5519 S 1900 W Roy, UT ~~84067-801-784-3777~~
84067

Red Mountain Market Todd Muse
374 S 200 E
Ivins, UT 84738

Stokes Fresh Food Market Jerry Gaskin
795 N State Rd 198 Salem, UT 84653

~~Winegar's Supermarket, Inc. Sarah Mildon 3400
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Leeds Market Todd Muse PO Box
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~~-Neighbors Market Dennis Lawrence 15
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801-201-2673 84054~~

~~Stokes Fresh Food Market Jerry Gaskin 795 N
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Manti Market, Inc. Tyler Merrill 35 E.
Union Manti, UT 84642

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Food World Inc. d/b/a Super Mercado De
Las Americas Craig Stahle 1179 S Navajo
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84104

Wangsgard's Market Mike Child 120 N
Washington Blvd Ogden, UT 84401

~~-Miner Trading Post LLC Brittnie Medina 123
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John's Marketplace David Brown
4141 S Redwood Rd Taylorsville, UT
84123

Payson Market Mike Tippets 586 N.
Main St.
Payson, UT 84651

~~-John's Marketplace David Brown 4141 S
Redwood Rd Taylorsville, UT 84123
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Davis Food & Drug
Jani Davis
575 West Main

Bridgewater Foods Lee ~~Ambuster~~[Arrnbuster](#)

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519 N Main Street Bridgewater, VA ~~22812~~
540-828-3010 [22812](#)

Farmer's Foods Myles (Allen) Johnson
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434-372-0423 [23624](#)

[Fork Union IGA](#)

[Vijay Patel 4312 James Madison Hwy Fork Union, VA 23055](#)

~~Hall's Great Valu Tamy Wilder 3895 James Monroe Hwy Colonial Beach, VA 22443~~
804-224-9310

[FD Foods Inc Brian StanJey 501 B Main St Kenbridge, VA 23944](#)

[Miller's Market Bikramjit \(BJ\) Singh 628 Mineral Avenue Mineral, VA 23117](#)

[Kings Supermarket John Jeong 2102 Keswick Ave Richmond, VA 23224](#)

[Urbanna Market IGA Harry Bullock 335 Virginia Street Urbanna, VA 23175](#)

[Pratt's Corey Pratt Highways 125 & 22A Bridport, VT 05734](#)

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[Ralph's Red Apple #379 Glyn Dorrell 6724 Kitsap Way Bremerton, WA 98312](#)

[PND Mercado LLC d/b/a El Mercado de Grandview Phillip G. Blackburn 130 Titchenal Rd. Cashmere, WA 98815](#)

Hall's Great Valu

Hall's Great Valu
Tamy Wilder
3895 James Monroe Hwy Colonial
Beach, VA 22443

Fresh World Jason Kim 1070 Elden
St Herndon, VA 20170

EMC III LLC d/b/a Bungalow
Sports Grill Win Froelich 7601
LewinsvilJe Rd Ste 306
McLean, VA 22102

Pound IGA
Skip Nantz 11133 Indian Creek Rd
Pound, VA 24279

RH Roanoke, Inc.
Paul Mobley
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Roanoke, VA 24033

J&J International
Chris Lee
16593 River Ridge Blvd Woodbridge,
VA 22191

Georgia Market Ray Bouffard 962
Ethan Allen Hwy Georgia, VT ~~05454~~
~~802-527-1100~~ 05454

~~-Amboy Market, Inc. Darcy Williams 39812
NE 216th St.
Amboy, WA98601-360-247-5421~~

~~-Saar's Brian Crofts 1702 Auburn Way North
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Inc Angela Miller 3633 136th Place SE
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~~-Ralph's Red Apple #379 Glyn Correll 6724
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~~-Harvest Foods Brewster Market Place Victor
Vargas PO Box 69 Brewster, WA98812
509-689-3404~~

~~PND Mercado LLC d/b/a El Mercado de
Grandview Phillip G. Blackburn 130 Titchenal
Rd. Cashmere, WA98815-509-782-3801~~

REM Market, LLC Phillip G. Blackburn
130 Titchenal Rd.
Cashmere, WA ~~98815-509-782-3801~~
98815

~~-Fuller Market Basket, Inc. Ken Grasser 505
S. Tower Centralia, WA98531-360-736-9328~~

Watson Grocery Group LLC dba
Riverside CenterPlace Market
Corey Watson
34710 N Newport Hwy Chattaroy,
WA ~~99003-509-292-0409~~ 99003

Shop & ~~Kart~~Karl Darris
McDaniel 2100 N. National
Ave. Chehalis, WA~~98532~~
~~360-748-1936~~ 98532

Shop *N Karl
Garet Russo 2100 N
National Ave Chehalis, WA
98532

18th Street Grocery & Deli Rachel Woolsey
1801 North Walnut Street Ste 1 Ellensburg,
WA~~98926-509-925-3949~~ 98926

~~-Shop *N Kart Garet Russo 2100~~
~~N-National Ave Chehalis,~~
~~WA98532-360-748-1936~~

~~Myers Group LLC Christina~~
~~Conrad PO Box 1170 Clinton,~~
~~WA98236-360-321-5690~~

Albert's Red Apple
Richard Frank PO Box
366 Concrete,
WA~~98237-360-853-8540~~
98237

Valmark Inc John Stimpson
PO Box 948 Friday Harbor,
WA 98250

Front Street Market
Cally Merrifield 80
Front St Issaquah, WA
98027

Jay's Market Keith Perry
1809 124th NE Lake
Stevens, WA 98258

Mortons Thriftway Christi
Greiter 461 Second St
Morton, WA 98356

Fiesta Foods of Oregon, Inc.
Craig Gaylord 115 S. 10th
Ave.
Pasco, WA 99301

Bailey's IGA Tammy Bailey
10333 Hwy 12 Rochester,
WA 98579

Montlake Blvd Market
Scott Iverson 2605
22nd Ave. East Seattle,
WA 98112

~~Everybody's Elma Mike Werner PO Box 3022 Elma,~~
~~WA98541-360-482-2631~~

~~-Valmark Inc John Stimpson PO Box 948 Friday~~
~~Harbor, WA98250-360-378-3238 x-5~~

Granite Falls IGA Market
Mike Trask
115 N Granite Ave Granite Falls, WA~~98252~~
~~360-691-6733~~ 98252

~~Swanson's Foods Tom Seguin Jr 915 Simpson Ave~~
~~Hoquiam, WA98550-360-532-6120~~

~~-Front Street Market Cally Merrifield 80 Front St~~
~~Issaquah, WA98027-425-369-9252~~

Bridle Trails Red Apple, LLC Duane Pearson
6625 132nd Ave. NE Kirkland, WA~~98033~~
~~425-881-7602~~ 98033

~~Pioneer Market Al Hayton 416 E Morris La Conner,~~
~~WA98257-360-466-0188~~

County Market #1593 Chris Gooding 303 91st
Ave NE Lake Stevens, WA~~98258-425-335-3421~~
~~g82s8~~

~~-Jay's Market Keith Perry 1809 124th NE Lake~~
~~Stevens, WA98258-425-334-1256~~

~~Michael Mayer Michael Mayer PO Box 247 Mabton,~~
~~WA98935-509-894-4444~~

~~-Mortons Thriftway Christi Greiter 461 Second St~~
~~Morton, WA98356-360-496-5021~~

Okie's #2 Thriftway Michelle Edwards 1820
Bay Ave.

Ocean Park, WA ~~98640-360-665-5222~~ [98640](https://www.98640.com)

~~Blanton's IGA Hal Blanton 13040 US Hwy 12
Packwood, WA 98361~~

~~Fiesta Foods of Oregon, Inc. Craig Gaylord 115 S.
10th Ave. Pasco, WA 99301~~

Fischer's Market IGA
Everyday Kathy Lund PO
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Randle, WA 98377

Everybody's Supermarket Mike Kennedy 701
Willapa Raymond, WA 98577 360-942-2100

-Bailey's IGA Tammy Bailey 10333 Hwy
12 Rochester, WA 98579 360-273-7330

-Boulevard Park Thriftway #109 Beth
McCormick 12000 Des Moines Way Seattle,
WA 98168 206-246-5697

KAV Ventures, Inc. d/b/a City Market Kurt
Vold 1722 Bellevue Ave. Seattle, WA 98122
206-323-1715

-Ken's Market - Queen Anne Joe Vizzare 2400
6th Ave W Seattle, WA 98119 206-282-1100

L&G Venture Corporation d/b/a Dan's
Belltown Grocery
Ed Peters
2221 3rd Ave.
Seattle, WA 98121 206-441-0220 98121

Ken's Market - Queen Anne
Joe Vizzare
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Montlake Blvd Market Scott Iverson 2605
22nd Ave. East Seattle, WA 98112
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-Sid's IGA Charles Winn 4410 Pacific Way
Seaview, WA 98644 360-642-3737

Selah Red Apple Mart Rick Fowler
Selah Red Apple Mart Selah, WA 98942
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Myers Group LLC Christina Conrad
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Everybody's Elma
Mike Werner
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Swanson's Foods Tom Seguin Jr 915
Simpson Ave Hoquiam, WA 98550

Pioneer Market
Al Hayton
416 E Morris
La Conner, WA 98257

Michael Mayer Michael Mayer PO Box
247 Mabton, WA 98935

Blanton's IGA Hal Blanton 13040 US
Hwy 12 Packwood, WA 98361

Everybody's Supermarket Mike
Kennedy 701 Willapa Raymond, WA
98577

KAV Ventures, Inc. d/b/a City Market
Kurt Vold 1722 Bellevue Ave.
Seattle, WA 98122

Boulevard Park Thriftway #109 Beth
McCormick 12000 Des Moines Way
Seattle, WA 98168

Pioneer Select Grocery
Rick Manlow
116 Willapa Ave South Bend, WA 98586
360-875-5774 98586

Barney's Harvest Foods, Inc. David

Barney's Harvest Foods, Inc. David
Stocking ~~41205~~**1205** E. Dishman Mica
Rd. Spokane, WA~~99206~~ ~~509-922-3278~~
99206

~~-Webb's Empire Foods Michael Webb W 1
Front St St John, WA99171 509-648-3744~~

~~A&J Select Market John Mobley PO Box
789 Stevenson, WA98648 509-427-5491~~

Blue Sky Market
Michael Mayer ~~416~~
1 16 Chehalis Ave.
Toppenish, WA~~98948~~ ~~509-865-7200~~
~~-Vashon Market IGA Shawn Hoffman
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WA98070 206-463-9725~~ **98948**

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~~360-835-3525~~ **98671**

~~-Stolz Northwest Inc d/b/a Food
Market Kip Bonds PO Box 58
Wauna, WA98395 253-884-3325~~

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Chris Brown 5605
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Yakima, WA98908
509-966-1808~~

~~-Pate Gas Mart Inc Harry Samra 1985
Pebble Dr Beloit, WI53511 608-302-1730~~

~~Backes Food Mart Daniel Backes 382
Main St Birnamwood, WI54414~~

Sal's Food Center
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Backes Food Man Daniel
Backes 382 Main St
Birnamwood, WI **54414**

Columbus Sentry Silka Stier 150
Commerce Drive Columbus, WI~~53925~~
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~~-Latter's LLC Nadine Westmayer 300 W.
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~~-Schaefer's Food Mart Debbie Johnson PO
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Edgar IGA Lance Bauer 304 Third Ave
Edgar, WI~~54426 715-352-2381~~ [54426](#)

~~-Elkhorn Sentry Foods Jon Curry 801 N
Wisconsin St Elkhorn, WI53121
262-723-2626~~

~~-Pat's Market Rachel Borneman 117 N
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Ormson's SuperValu Brian J Ormson 124
Oak St Glenwood City, WI~~54013~~
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~~-Mayville's Market David Mayville 315 S
Main St Greenwood, WI54437
715-267-6665~~

~~-Hillsboro County Market Melinda Campbell
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608-489-2423~~

~~lola~~

[lola](#) Sentry Foods Doug Kulinski 125
Meadow Rd ~~lola lola~~, WI~~54945~~
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~~-Stinebrink~~

Stinebrink's Lake Geneva Foods
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Mark Stinebrink
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The Butcher's Corner IVIohammad
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MK Food Market Jaspreet Gill 4623 W
Burleigh St Milwaukee, WI **53210**

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Bonnie Kautzer 2243 Catumet Dr.
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Joseph Sanfilippo 101 West
Seven Hills Road Port
Washington, WI **53074**

-Conrad's Sentry Foods Brian Conrad 105 S
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Lake Mills Market Diane Williamson 375
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-Best Food & Meat Market Sam
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Socorro Franco
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WI **53204**
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El Rey Plaza Inc
Jason Hyland 3524 W
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[Conrad's Sentry Foods Brian Conrad 105 S](#)

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[Madison St Lake Mills, WI 53551](#)

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[Point Grocery Inc Jeff Basting 622 Dodge](#)
[St Mineral Point, WI 53565](#)

Piggly Wiggly Judy
Semrad W 189 S 7847
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WI~~53150-262-679-1166~~
[53150](tel:53150)

~~-Stells Piggly Wiggly, Inc.
Bonnie Kautzer-2243
Calumet Dr.
New Holstein, WI53061
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~~-Marcouiller's Foods Inc
Shannon Marcouiller-501
Washington Ave Niagara,
WI54151-715-251-3860~~

Charles Potter, Inc.
Charles (Chuck) Potter
2201 E. Rawson Ave.
Oak Creek, WI~~53154~~
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~~—Thompson's—County
Market—Mike—Thompson
722—Brazeau—Ave.
Oconto,——WI54153
920-835-3566~~

~~-Scott & Lori's Family
Foods—Scott Jalling—PO
Box 176—Owen, WI54460
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Marv & Alison's Sentry
Foods Cindy Bathery
25300 75th St
Paddock Lake,
WI~~53168-262-843-4204~~
[53168](tel:53168)

~~-Port Washington Sentry
Foods—Joseph—Sanfilippo
101—West—Seven—Hills
Road—Port—Washington,
WI53074-262-284-6134~~

~~-Pierce's Markets—Paul
Frey—2915—New—Pinery
Road—Portage, WI53901
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Prentice IGA Deloris J
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Prentice, WI~~54556~~
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Super Ron's Food Center John Ullmer
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Charlie's County Market Kelly Sufka
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Davel's One Stop Mark Kraus 307 3rd Ave StraPord, WI 54484

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Judi Hegewald
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Quality Markets Merlin Jeffery 1021 W Grand Ave Wisconsin Rapids, WI 54495

Smith's Foodfair Mary Jane Joseph 106 Beech Street Clendenin, WV 25045

Reedsburg Village Market Craig Stovey 115 2nd St. Reedsburg, WI 53959-608-524-4533, 53959

Viking Village Foods Pamela Schulenberg 150 Viking Dr Reedsburg, WI 53959-608-524-6108

-Mark's Market Mark Watters 108 Lincoln Ave Rio, WI 53960-920-992-5220

Dick's Fresh Market Dick Rinehart P.O. Box 239 River Falls, WI 54022-715-426-5920, 54022

Opanle's Piggly Wiggly Janet Bennett 724 Phillips Blvd. Sauk City, WI 53583-608-643-8438

-Charlie's County Market Kelly Sufka 521 S Main Shawano, WI 54166-715-524-2523

St Germain Sentry David Weber
PO Box 99
St Germain, WI ~~54558-715-479-9150~~
54558

People's Meat Market Lee Falkavage 1765 County Rd. Stevens Point, WI 54482
715-592-6328

-Davel's One Stop Mark Kraus 307 3rd Ave Stratford, WI 54484-715-687-2144

-Thorp

Thorg SuperValu Cheryl Niemuth
110 W. Prospect St.
Thorp, WI ~~54771-715-669-5507~~ 54771

Baker's Three Lakes Foods Rob Baker 1593 Hwy 32 Three Lakes, WI 54562-715-546-3354
-Cedar Street Market Judi Hegewald 234 Cedar Street Tigerton, WI 54486
715-535-2010

Great Lakes Foods of Tomahawk
Patrick D Fritz
990 N 4th St Tomahawk, WI ~~54487~~
715-224-2065 54487

Nelson's County Market Tim Heglund 662 N 4th St Tomahawk, WI 54487-715-453-2174

-Mike's Supermarket Steve Janesch PO Box 77 Townsend, WI 54175-715-276-6114

Austads Supervalu Adam Austad 608 US Hwy 8 Turtle Lake, WI 54889
715-986-2244 54889

Miller and Sons Supermarket Laura Eyler 210 S Main Verona, WI 53593

-Village Market William Schultz 1230 N. Main St. Viroqua, WI 54665

-Quality Foods IGA Rib Mountain Scott Fritsche 2900 Rib Mountain Dr Wausau, WI 54401

Quality Foods Rib Mountain Scott
Fritsche 2900 Rib Mountain Ave.
Wausau, WI ~~54401-715-848-2793~~ **54401**

~~-Solberg Enterprises LTD d/b/a Trig's Food
and Drug Julie Enerson 110 S 17th Ave
Wausau, WI 54401-715-849-8744~~

Wayne's Star of the
North Market, Inc.
Chanda Elliott P.O.
Box 366 Webster,
WI ~~54893-715-866-8366~~
54893

~~Wayne's Piggly Wiggly
Wayne Krueger 910 E.
Main St. Winneconne,
WI 54986-920-582-0404~~

~~-Quality Markets Merlin
Jeffery 1021 W Grand Ave
Wisconsin Rapids,
WI 54495-715-423-9750~~

Eddie's Supermarket
Roger Armentrout
6057 Robert C Byrd
Drive Bradley,
WV ~~25818-304-877-2500~~
25818

Cornerstone IGA
Phil Cutlip
123 Seneca Trail
Fairlea, WV 24902

Viking Village Foods
Pamela Schulenberg
150 Viking Dr
Reedsburg, WI 53959

Opahle's Piggly
Wiggly Janet Bennett
724 Phillips Blvd.
Sauk City, WI 53583

People's Meat Market
Lee Falkavage 1765
County Rd. Stevens
Point, WI 54482

Baker's Three Lakes
Foods Rob Baker
1593 Hwy 32
Three Lakes, WI
54562

Nelson's County
Market Tim
Hoqlund

662 N 4th St Tomahawk, WI 54487

Miller and Sons Supermarket
Laura Eyer 210 S Main
Verona, WI 53593

Quality Foods IGA Rib Mountain Scott
Fritsche 2900 Rib Mountain Dr
Wausau, WI 54401

Wayne's Piggly Wiggly Wayne
Krueger 910 E. Main St. Winneconne,
WI 54986

Bigley Foodland Fresh Sheila Burgess 10
Spring Street Charleston, WV ~~25302~~
~~304-342-0280~~ **25302**

~~-Smith's Foodfair Mary Jane Joseph 106
Beech Street Clendenin, WV 25045
304-548-6500~~

~~-Cornerstone IGA Phil Cutlip 123 Seneca Trail
Fairlea, WV 24902 304-645-3133~~

Franklin Great Valu ~~Alan~~
Atan Thomas
PO Box 219 Franklin, WV ~~26807~~
~~304-358-7662~~ **26807**

Piggly Wiggly Reid

Piggly Wiggly Reid
Meadows 24332 Midland
Trail Hico, WV ~~25854~~
~~304-658-5872~~ [25854](tel:304-258-5454)

~~-TWJ Inc James Oppe 1206 Plum
St Parkersburg, WV 26101
304-428-4767~~

[TWJ Inc James Oppe 1206
Plum St Parkersburg, WV 26101](tel:304-261-0101)

[G&R IGA Tim McCoy 109 Baker
St Webster Springs, WV 26288](tel:304-262-8888)

~~Sissonville Piggly Wiggly Bob
Kees 6405 Sissonville Dr
Sissonville, WV 25312
304-984-1723~~

[Hines General Store Ben Hines
14597 US Hwy 287 Fort
Vashakie, WY 82514](tel:307-825-1459)

~~St Marys Galaxy Casey
Edwards 1408
[a 408](tel:304-261-7040) North Pleasants Hwy
St Marys, WV 26170
304-684-3878 [26170](tel:304-261-7040)~~

~~-G&R IGA Tim McCoy 109 Baker St
Webster Springs, WV 26288
304-847-2449~~

~~Goodson's Supermarket Inc Todd
Goodson PO Box 858 Welch,
WV 24801 304-436-8481~~

~~D.J.'s, Inc Kelly Holiday 895
Fort St
Buffalo, WY 82834 307-684-2518
[82834](tel:307-828-3434)~~

~~-Hines General Store Ben Hines 14597
US Hwy 287 Fort Vashakie, WY 82514
307-332-3278~~

~~Ron's Food Farm Ron Fiene PO Box
272 Greybull, WY 82426
307-765-2890~~

~~Benedict's Market James
Benedict 950 N Hwy 414
Mountain View, WY 82939
307-782-3232 [82939](tel:307-829-3939)~~

~~-Buckhorn IGA Warren Tritschler 723
Dayton Street Ranchester, WY 82839
307-655-9766~~

Sissonville Piggly Wiggly Bob Kees 6405

Sissonville Piggly Wiggly Bob Kees 6405
Sissonville Dr Sissonville, WV [25312](#)

Goodson's Supermarket Inc Todd Goodson
PO Box 858 Welch, WV [24801](#)

Ron's Food Farm Ron Fiene PO Box 272
Greybull, WY [82426](#)

Blair's Super Market
Kent Foulger
1801 Big Horn Ave Worland, WY [82401](#)

~~2022~~**2023** CURRENT ~~TUSCANO'S~~ FRAN
CHISEES – TUSCANO'S

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville, IL ~~61832~~
~~217-446-8239~~
61832

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AMI 63 LLC d/b/a AMI 67 Food Mart Ali Hamid
3401 US-98 Bus Panama City, FL32401
850-215-5660

-AMI 57 LLC d/b/a AMI 70 Food Mart Ali Hamid
700 W 23rd St Suite D29 Panama City, FL32405
850-215-5660

-AMI Stores Management Inc Ali Hamid 700 W
23rd St Suite 30D Panama City, FL32405
850-215-5660

Harvard GS Inc Sam Singh 1300 N Division
Harvard, IL60033 224-228-3091

-PARI, Inc.
Dharmesh Patel 1340 E. S.R. 46 Batesville,
IN47006 812-934-5550

Bay Minette Food Mart Inc and Ali
Alhaidmi Ali Alhaidmi Eufaula Citgo
Lake Point 2551 US-431 Eufaula, AL
36027

Ambe Krupa Food & Liquor

Shiva Investment Inc
Harjit Chaudhary
1401 Buchanan St
Des Moines, IA
50316

CL Quick Stop of
Belvidere Kevin Olsen
1901 N State St
Belvidere, IL 61008

Ambe Krupa Food & Liquor
Inc Vaibhav Patel

-Columbia City Foodmart Inc Ravinder
Singh 501 N Main St Columbia City,

Troy Stanton & Scott Stanton
Troy Stanton 1609 E US Hwy

40 Greencastle, IN 46135

Indy Go Gas &
Convenience LLC Gavin
Hart 3802 W 96th St
Indianapolis, IN 46268

Guru Kirpa Petroleum Inc
Harbhajan Bajwa 1368 Fortner
Dr Indianapolis, IN 46234
317-441-9494 **RGACorp**
d/b/a RGA Oil
Gurpinder Singh

Stone Ridge Station Inc
Keith Hedinger 1450 W
Christmas Blvd Santa
Claus, IN 47579

3rd St Petro LLC
and Hamu Patel
Hamu Patel 501 S
3rd St Terre Haute,
IN 47807

-Kwick Mart Inc Varinder
Sahi 5405 W Bradbury
Indianapolis, IN 46241
317-572-1500

-RJFK, Inc.
Terry Farabaugh 23 E.
101 S Main St-
Rossville Leesburg,
IN 46065 765-379-3157
46538

Village Pantry, LLC Kent
Tapley P.O. Box 3227
Wilmington, NC 28406
910-395-5300 **Highway**
Petro Inc Jay Singh
4102 IN-267
Whitestown, IN
46075

Tri Star Food Mart Inc
Shalinder Kular 11723
Walton Cres
Zionsville, IN 46077

Quality Dairy Co Inc
Jeff Schook 111 W
Mount Hope Ave
Lansing, MI 48910

-JVC Development LLC-
Subway Vandana Sharma 96
Whaley Freeport, NY 0

-Kashmir Road Lines, LLC
a Texas limited liability
company Gurvinder Sooden
6900 N Loop East Houston,
TX 77095 281-770-4457

Gayathiri Inc Suresh Kumar 101 E Corporate Dr Lewisville, TX 75067 214 603-6746

2022

Luna Pier Truck Center LLC
Sam Saad 4180 Luna Pier
Rd Luna Pier, MI 48157

Eco Travel Plaza LLC
Zain Farooqi 11601
Alief Clodine Rd
Houston, TX 77082

Red Rock Grocery
Hetal Patel 1945 Fm
20 Red Rock, TX
78662

2023 FORMER ~~TUSCANO'S~~ 2023 FORMER ~~TUSCANO'S~~ FRANCHISEES – TUSCANO'S

~~J & J Stores, LLC d/b/a Food and Things Ronnie Jamil 4995 N. Granite Reef Scottsdale, AZ85251
480-941-1556~~

Noble Roman's Pizza Program

Single-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Address: _____ E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's

NOBLE ROMAN'S, INC.

RETAILER

By: _____

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana.

NOBLE ROMAN'S, INC.

RETAILER

By: _____

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT H

SUPPLY AGREEMENT (MULTI-UNIT)

Noble Roman's Pizza Program Multi-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Office Address: _____ E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's

NOBLE ROMAN'S, INC.

RETAILER

By: _____

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana. The Retailer locations licensed to use the Noble Roman's Pizza Program are listed on Exhibit A attached to this Agreement.

NOBLE ROMAN'S, INC.

RETAILER

By: _____

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
NOBLE ROMAN'S PIZZA PROGRAM SIGN-UP
AGREEMENT RETAILER LOCATIONS**

Business Name Address City/State/Zip Phone

NOBLE ROMAN'S, INC.

By: _____

Printed: _____

Title: _____

Date: _____

RETAILER

By: _____

Printed: _____

Title: _____

Date: _____

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:

<u>State</u>	<u>Effective Date</u>
<u>California</u>	
<u>Illinois</u>	
<u>Indiana</u>	
<u>Maryland</u>	
<u>Minnesota</u>	
<u>New York</u>	
<u>North Dakota</u>	
<u>Rhode Island</u>	
<u>South Dakota</u>	
<u>Virginia</u>	
<u>Washington</u>	
<u>Wisconsin</u>	

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.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman's, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman's, Inc. 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 Minnesota

Commerce Department.

The following persons are authorized to sell franchises in the state of Minnesota.

Paul Mobley, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377
Troy Branson, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377

The issuance date of this Disclosure Document is ~~April 27~~ June 14, 2023 2024.

Noble Roman’s, Inc. authorizes the Minnesota Commerce Department, 85 7th Place East, Suite 280, St. Paul, Minnesota 55101-2198, to receive service of process for Noble Roman’s, Inc.

I have received a Franchise Disclosure Document dated _____, ~~2023~~ 2024. This Disclosure Document included the following exhibits: (A) Franchise Agreement; (B) Financial Statements; (C) Registered Agent for Service of Process; (D) State Administrators; (E) List of Current Franchisees; (F) List of Former Franchisees; (G) Supply Agreement-Single Unit; and (H) Supply Agreement-Multi-Unit.

Date: _____ Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be retained by you, the prospective franchisee.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman’s, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman’s, Inc. 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 Minnesota Commerce Department.

The following persons are authorized to sell franchises in the state of Minnesota.

Paul Mobley, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377
Troy Branson, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377

The issuance date of this Disclosure Document is ~~April 27~~ June 14, 2023 2024.

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Date: _____ Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be signed and return to Noble Roman's, Inc., 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, the prospective franchisor.

~~ADDENDUM TO THE FRANCHISE OFFERING CIRCULAR
AND FRANCHISE AGREEMENT~~

~~Notwithstanding any provision described in the offering circular or contained in the Franchise Agreement:~~

~~1. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.~~

~~2. With respect to franchises governed by Minnesota law the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the Franchise agreement.~~

~~3. The Company will protect your right to use the trademark, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.~~

~~Except as specifically provided herein, the terms of the Franchise Agreement as described in the offering circular and contained in the Franchise Agreement shall remain in full force and effect and are expressly ratified hereby.~~

~~NOBLE ROMAN'S, INC.~~

By: _____
Paul W. Mobley, Executive Chairman

/s/ Signature of Franchisee

Print Name of Franchisee

Document comparison by Workshare Compare on Wednesday, June 19, 2024
1:21:07 PM

Input:	
Document 1 ID	file://C:\Users\trameb\Desktop\NR - 2023 - Minnesota - FDD.pdf
Description	NR - 2023 - Minnesota - FDD
Document 2 ID	file://C:\Users\trameb\Desktop\NR - 2024 - Minnesota - FDD.pdf
Description	NR - 2024 - Minnesota - FDD
Rendering set	MS Word Proof

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3945
Deletions	3496
Moved from	874
Moved to	874
Style changes	0
Format changes	0
Total changes	9189

