



BASKIN • ROBBINS™

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE DOCUMENT



BASKIN-ROBBINS FRANCHISING LLC

a Delaware limited liability company
Three Glenlake Parkway
Atlanta, Georgia 30328
(678) 514-4100
franchiseinfo@baskinrobbins.com
www.baskinrobbinsfranchising.com

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

The total investment necessary to begin operation of a Baskin Robbins franchise ranges from ~~\$293,840~~\$307,440 to ~~\$642,360~~\$657,860. This includes a range of ~~\$925~~\$28,300 to ~~\$32,650~~\$31,300 that must be paid to the franchisor or affiliate.

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

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

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

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

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

Issued: March ~~24~~25, ~~2023~~

2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

THE FOLLOWING PROVISIONS APPLY ONLY TO
NOTICE REQUIRED
TRANSACTIONS GOVERNED BY
STATE OF MICHIGAN
THE MICHIGAN FRANCHISE INVESTMENT LAW

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

~~Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:~~

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

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

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

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

~~The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.~~

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

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

Any questions regarding this notice should be directed to:

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

~~THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.~~

TABLE OF CONTENTS

ITEM 1:	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	12 12
ITEM 2:	BUSINESS EXPERIENCE.....	12 13
ITEM 3:	LITIGATION	15 17
ITEM 4:	BANKRUPTCY	20 23
ITEM 5:	INITIAL FEES	21 23
ITEM 6:	OTHER FEES	23 27
ITEM 7:	ESTIMATED INITIAL INVESTMENT	30 33
ITEM 8:	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.....	35 39
ITEM 9:	FRANCHISEE'S OBLIGATIONS.....	38 42
ITEM 10:	FINANCING	39 43
ITEM 11:	FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	39 43
ITEM 12:	TERRITORY.....	53 56
ITEM 13:	TRADEMARKS	55 59
ITEM 14:	PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.....	57 60
ITEM 15:	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	58 62
ITEM 16:	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	59 62
ITEM 17:	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	60 63
ITEM 18:	PUBLIC FIGURES	67 68
ITEM 19:	FINANCIAL PERFORMANCE REPRESENTATIONS	68
ITEM 20:	OUTLETS AND FRANCHISEE INFORMATION	77
ITEM 21:	FINANCIAL STATEMENTS	89 90
ITEM 22:	CONTRACTS	89 90
ITEM 23:	RECEIPTS	90

EXHIBITS

A.	LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS
B.	FINANCIAL STATEMENTS AND GUARANTEE
C-1.	BASKIN-ROBBINS FRANCHISE AGREEMENT
C-2.	COMBO FRANCHISE AGREEMENT
C-3.	INCENTIVE ADDENDUM TO THE FRANCHISE AGREEMENT
C-4.	MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT
D-1.	BASKIN-ROBBINS STORE DEVELOPMENT AGREEMENT
D-2.	COMBO STORE DEVELOPMENT AGREEMENT
D-3.	INCENTIVE ADDENDUM TO THE STORE DEVELOPMENT AGREEMENT
D-3-4	CONDITIONAL OPTION(S) TO EXTEND
E-1	CAPITAL CONTRIBUTION DEVELOPMENT INCENTIVE
E-2	RELOCATION CAPITAL CONTRIBUTION DEVELOPMENT INCENTIVE
E-3	TRANSFER SALES INCREASE INCENTIVE
E-4	MILITARY VETERANS OWNERSHIP INCENTIVE
E-5	MULTI-UNIT RESTAURANT OWNERSHIP INCENTIVE
FE.	STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS
GF.	OPTION TO ASSUME LEASE
H.	OPERATING MANUALS TABLE OF CONTENTS
IG.	CURRENT BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES
JH.	FORMER BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES

K <u>I</u> .	FORM OF GENERAL RELEASE
L .	INTRANET TERMS OF USE
M <u>J</u> .	ELECTRONIC PAYMENT <u>PROGRAM</u> PARTICIPATION AGREEMENT
N <u>K</u> .	STATE EFFECTIVE DATES PAGE
O <u>L</u> .	RECEIPTS

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

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

The Franchisor

We are a Delaware limited liability company formed on March 15, 2006. Our principal place of business is Three Glenlake Parkway, Atlanta, Georgia 30328. We currently do business under ~~the marks~~ our name, Baskin-Robbins, ~~Baskin, and BR (and in the organizational name Baskin Robbins Franchising LLC). We are a wholly owned subsidiary of one of our parents, DB Franchising Holding Company LLC (“Franchisor Holdeo”), a Delaware limited liability company. Franchisor Holdeo is wholly owned subsidiary of DB Master Finance LLC (“DB Master Finance”), a Delaware limited liability company. DB Master Finance is a wholly owned subsidiary of DB Master Finance Parent LLC (“DB Master Finance Parent”), a Delaware limited liability company. DB Master Finance Parent is an indirect wholly owned subsidiary of Dunkin’ Brands, Inc. (“Dunkin’ Brands”), a Delaware corporation. Dunkin’ Brands’ is a wholly owned subsidiary of Dunkin’ Brands Group, Inc. (“DBGI”), a Delaware corporation.~~

Franchising LLC, and our brand name “Baskin-Robbins” and “BR.” The Baskin-Robbins brand began in 1946 and we, through our predecessors, have offered Baskin-Robbins franchises since 1948. As of ~~At the end of our fiscal year, on~~ December 31, ~~2022~~2023, there were ~~1,001 single-branded~~2,261 franchised Baskin-Robbins ~~Restaurants (defined below) operating in the United States, and an additional 5,349 operating in 37 countries and Puerto Rico. At the end of our fiscal year, on December 31, 2022, there were 1,252 Dunkin’ and Baskin-Robbins combo~~ restaurants operating in the United States. Of those 2,261 restaurants, 977 were single-branded Baskin-Robbins restaurants, 1 was a Baskin-Robbins restaurant operating at a Multi-Brand Location (defined below), and 1,283 were Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there 5,383 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

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

The Baskin-Robbins ~~Restaurant~~® Franchise ~~Opportunity~~

We grant franchise for restaurants that feature ice cream, ice cream cakes, ~~and~~ related frozen products, as well as and other food and beverage products ~~using our standards and specifications and that operate under the Proprietary Marks (defined below) and System (defined below) and the Baskin-Robbins™ trademark and other Trademarks (defined below). We call these establishments (each a “Baskin-Robbins Restaurants,” and we Restaurant”).~~

We call the Baskin-Robbins Restaurant that you will operate under the Franchise Agreement your “Restaurant.” Your Restaurant will offer the Menu Items (defined below) ~~and operate at~~ from a location we accept (~~the “Authorized Location”~~) ~~and within a trade area that we designate (the “Store Development~~

Area”). The “System” means the Baskin Robbins Restaurant franchise system, which consists of distinctive food and beverage products prepared according to special and confidential recipes and formulas with distinctive storage, preparation, service and delivery procedures and techniques, offered in a setting of distinctive exterior and interior layout, design and color scheme, signage, furnishings and materials and using certain distinctive types of facilities, equipment, supplies, ingredients, business techniques, methods and procedures, together with sales promotion programs together with the parking area or other real estate appurtenant to the Restaurant, the “Premises”), and under the Proprietary Marks and System, all of which we may ~~change~~ periodically ~~modify and change~~. “Trademarks” means the Baskin Robbins® trademark and service mark and other trademarks, service marks, trade names and logos, as we may periodically modify and change them, and the trade dress and other commercial symbols used in the Restaurant. “Menu Items” means the ice cream, ice cream cakes, related frozen products, and other food and beverage products ~~and beverages~~ prepared according to our specified recipes and procedures, as we may ~~periodically modify and change them, that we periodically~~ modify from time to time and authorize for sale at your Restaurant. “System” means the Baskin-Robbins Restaurant franchise system, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

We offer to qualified entities the right to develop and operate Baskin-Robbins Restaurants from non-traditional locations, including hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and big box super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers (collectively, “Special Distribution Opportunities” or “SDO”). If your Restaurant will be operated from an SDO location, we may modify certain provisions of your Franchise Agreement.

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

The Dunkin’ + Baskin-Robbins Combo Franchise

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

~~Agreement, which covers the process for your constructing the Combo Restaurant and the training we provide. If we FDD from DD.~~

~~We also offer you to qualified prospects the right to develop and open multiple Combo Restaurants; then you will sign a~~ within a Store Development Area under the terms of the “Combo Store Development Agreement” (Exhibit D-2) ~~which.~~ The Combo Store Development Agreement will specify the number of Development Schedule. Either you or an approved subsidiary may develop the Combo Restaurants you will develop over a specified period (the “Development Schedule”) and the territory within which you will develop them (the “in the Store Development Area”). You will sign our then-current form of. Under the terms of the Combo Store Development Agreement, you or an approved subsidiary must develop the Combo Restaurants in the Store Development Area, and sign our then-current form of Combo Franchise Agreement for each Combo Restaurant developed in under to the Combo Store Development Area, which currently is the form of Franchise Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Combo Store Development Agreement, each Combo Franchise Agreement that developed under to the Store Development Agreement covers will reflect the initial franchise fee specified in Item 5. We refer to the Store Development Agreement and Combo Store Development Agreement collectively as the “Store Development Agreement” throughout this Disclosure Document.

Multi-Brand Locations

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

We expect Multi-Brand Locations to contain a Baskin-Robbins Restaurant and one or more Other Restaurants. The Multi-Brand Location will offer and sell a range of products authorized to be sold under the System and Proprietary Marks, and the franchise system and trademarks of the Other Franchisor(s). The Baskin-Robbins Restaurant and Other Restaurant(s) operating from the Multi-Brand Location may require separate point of sale systems, employees, uniforms, branding, and more for each restaurant.

To operate a Baskin-Robbins Restaurant at a Multi-Brand Location, you (and/or your affiliate) must (i) enter into a Franchise Agreement and the Multi-Brand Addendum attached to this disclosure document as Exhibit C-4 (the “Multi-Brand Addendum” or “MBA”) with us for the operation of a Baskin-Robbins Restaurant, and (ii) enter into a franchise or license agreement and multi-brand addendum for the applicable Other Restaurant(s) with each applicable Other Franchisor for the operation of the Other Restaurant (collectively, each an “Other Franchise Agreement”). We will not grant you the right to operate a Baskin-Robbins Restaurant at a Multi-Brand Location unless each applicable Other Franchisor grants you the right to operate the Other Restaurant and permits that Other Restaurant to be operated at a Multi-Brand Location. The terms each Other Franchisor’s franchise offering, franchise agreement or license agreement, and related agreements are disclosed in the Other Franchisor’s franchise disclosure document, which you must obtain from that Other Franchisor. Unless otherwise noted, the disclosures in this disclosure document apply to Baskin-Robbins Restaurants that are operated at Multi-Brand Locations.

Market and Competition

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

~~You can expect to compete in your market with locally owned businesses as well as national and regional chains that sell similar products. The market for ice cream, frozen products, frozen beverages, as well as related products, is well established and highly competitive. Restaurants compete on the basis of factors such as price, service, location, convenience and food quality. Additionally, you may find that there is competition for suitable locations. Principal factors that will vary but that will impact our brand's competitive position are name recognition (which is stronger in some regions than in others), product quality, variety, appearance, location, and advertising. A business such as a Restaurant may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns.~~

~~You may also compete with other existing Baskin Robbins Restaurants and with new Baskin Robbins Restaurants that we may operate, franchise, or license in the future. Your competition may also include other outlets selling ice cream, frozen products, frozen beverages, as well as related products, grocery stores, convenience stores, and specialty coffee shops. Competition may also include Baskin Robbins products sold through other channels of distribution (among which are supermarket sales, the Internet, and other venues).~~

~~We may also grant selected franchisees rights or franchises to operate or distribute authorized products through special distribution opportunities ("SDO") in your Development Territory. SDO Restaurants include Restaurants, cart, or kiosk locations which are located within another host establishment, including, but not limited to, a stadium, retail facility, gas station, convenience store, airports, service plazas, universities, grocery stores, mobile units, and other outlets described in paragraph 6 of the SDA. These special arrangements may involve special agreements or modifications to our standard franchise and other agreements.~~

~~We may pursue opportunities to convert similar businesses operating under different tradenames to one of our Systems. We may provide conversion incentives to those businesses. The terms of conversion incentives vary depending on factors such as the number of outlets to convert, perceived competitive advantage of the outlets, their location, physical condition and age, length of remaining occupancy and franchise rights, rent, the outlets' production or satellite capability, access, visibility, demographic profile, hours of operation, operating history, the prices and terms on which comparable outlets have been sold in the market, our then current conversion policy, and the negotiations of the parties, among others.~~

Laws, Rules, and Regulations

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

~~Federal and state laws exist that govern the food service industry (including health, sanitation and safety regulations regarding food storage, preparation and safety). You must comply with these laws and other laws that apply to businesses generally. In addition to laws and regulations that apply to businesses generally, your Restaurant must comply with various federal, state and local government regulations, including those relating to site location and building construction, such as the Americans with Disabilities Act; FDA menu labeling requirements; laws governing the storage, preparation and sale of food products, including meat products, and health, sanitation and safety regulations relating to food service; and other relevant laws (including Consumer Product Safety Improvement Act certifications for giveaways or other items in the Restaurant characterized as “children’s products”). Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make up of food served in Dunkin’ Restaurants, such as the level of trans fats and sodium contained in a food item. Additionally, the Patient Protection and Affordable Health Care Act requires employers of a certain size to provide health insurance to its employees, and the Menu Labeling Provisions of the Act require certain Baskin-Robbins Restaurants and retail food establishments to post caloric information on menus and menu boards and to provide additional written nutrition information to consumers upon request. You should consider these and other laws and regulations when evaluating your purchase of a franchise. It is your sole responsibility to obtain and keep in force all necessary licenses and permits that public authorities require.~~

~~Government contractor laws may also apply if your Restaurant is located (or if, subject to your FA, you sell products) at a military base or another government facility. For example, you may be required to comply with requirements such as government contractors’ wage and hour restrictions, preparation and maintenance of written affirmative action plans, retention and access of records, special procedures for resolving contractual disputes, listing employment openings with state employment services, and termination of the contract for default or for the convenience of the government. You should carefully review these requirements with your own attorney before entering into any government contracts.~~

Our Predecessors, Parents, and Certain Affiliates

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

Another one of our parent companies, Dunkin’ Brands, Inc. (“Dunkin’ Brands”), is a Delaware limited liability company with the same principal business address as us. Under a securitization financing transaction that closed in 2015 (the “Securitization Transaction”), Dunkin’ Brands signed a management agreement with us and certain of our affiliates to perform our obligations under the Store Development Agreements and Franchise Agreements and provide other support to the System. We pay management fees to Dunkin’ Brands for these services. As the franchisor, we are responsible and accountable to you to make sure that all of our obligations under your Store Development Agreement and Franchise Agreement are performed in compliance with the respective agreements, regardless of whether we, Dunkin’ Brands, or another third-party performs those services on our behalf. DB Master Finance and various entities affiliated with DB Master Finance have entered into additional secured financing transactions subsequent to the Securitization Transaction, and may enter into other securitization and other financing transactions in the future. As a result of these transactions, there have been certain restructuring of various DB Master Finance affiliates, which are described in this Item 1.

~~Each of the affiliates listed in the table below was formed in order to hold certain assets of (or perform certain activities on behalf of) the Dunkin’ and/or one of our affiliated brands. All of our affiliates listed in the table below also maintain their offices at Three Glenlake Parkway, Atlanta, Georgia 30328, all~~

are provide products or services to Baskin-Robbins franchisees. Unless otherwise specified below, each affiliate is a Delaware limited liability companies, and none have company, has the same principal business address as us, and have not granted franchises in any line of business (except as otherwise noted):

Affiliate	Primary Purpose
DDBR International LLC (“DDBR”) (formerly “Baskin-Robbins Franchised Shops LLC”) (formed March 15, 2006)	Purchases ice cream from manufacturer and re-sells to <u>certain franchisees</u> , and licensees in certain domestic and foreign jurisdictions. DDBR is the franchisor for <u>franchises</u> restaurants in China.
Baskin-Robbins International LLC (formed March 1, 2006)	Conducts certain international business relating to the <i>Baskin-Robbins</i> brand.
BR IP Holder LLC (formed March 15, 2006)	Holds the Baskin-Robbins’ intellectual property assets.
DB Real Estate Assets I LLC (formed on March 15, 2006)	Owns <u>Leases or subleases</u> real estate or holds prime leases for properties that are leased or subleased to franchisees for the operation of <u>to</u> Dunkin’ or Baskin-Robbins Restaurants <u>franchisees</u> .
DB Real Estate Assets II LLC (formed on March 15, 2006)	Owns <u>Leases or subleases</u> real estate or holds prime leases for properties that are leased or subleased to franchisees for the operation of <u>to</u> Dunkin’ or Baskin-Robbins Restaurants <u>franchisees</u> .
SVC Service II Inc. (formerly “SVC Service II LLC” and formed on April 24, 2006), a Tennessee corporation that was converted from a Colorado corporation (that was converted from a Colorado limited liability company on January 1, 2012) <u>on</u> <u>formed</u> March 27, 2020)	Provides for the collection of <u>Collects and manages</u> stored value card funds and the payment of the stored value card program expenditures.
DBLF LLC (formed on June 17, 2020)	Provides for the collection and reconciliation of <u>Collects and reconciles</u> loyalty purchases and redemptions to franchisees.

Certain Other Affiliates

One of our affiliates, Inspire International, Inc. (“Inspire International”), was incorporated under the name BWLD Global III, Inc. Inspire International’s principal address is the same as our address. On October 14, 2021, BWLD Global III, Inc. merged with its affiliates Arby’s International, Inc. and Sonic International, Inc., with Inspire International as the surviving entity. As part of that restructuring, BWLD Global III, Inc. changed its name to Inspire International, Inc. Inspire International has directly offered and granted franchises for Buffalo Wild Wings Sports Bars operating outside the United States since its formation in October 2019 and acquired the existing development agreements and franchise agreements for Buffalo Wild Wings Sports Bars outside the United States in December 2019. Inspire International, directly or through its predecessor Arby’s International, Inc., has offered franchises and master franchises for Arby’s restaurants outside the United States, Canada, Turkey and Qatar since May 2016. Inspire International, directly or through its predecessor Sonic International, Inc., has offered franchises for Sonic restaurants outside the United States since November 2019. Lastly, Inspire International has directly offered franchises for Jimmy John’s restaurants outside the United States since November 2022.

In addition to the above, the following affiliates offer and sell franchises internationally: DB Canadian Franchising ULC (“DB Canada”), DDBR International LLC (“DB China”), DD Brasil Franchising Ltda. (“DB Brasil”), DB Mexican Franchising LLC (“DB Mexico”), and BR UK Franchising LLC (“BR UK”). All of Inspire Brands’ franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby’s, have not offered franchises in any other line of business. DB Canada was formed in May 2006 and has, directly or through its predecessors, offered and sold Dunkin’ and Baskin-Robbins franchises in Canada since January 1972. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered and sold Dunkin’ and Baskin-Robbins franchises in Brazil since its formation in May 2014. DB Mexico has offered and sold Dunkin’ franchises in Mexico since its formation in October 2006. BR UK has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. Except as described herein, none of the international franchisors have offered franchises in any other line of business or operated a Baskin-Robbins Restaurant.

Inspire Brands

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

The Arby’s brand, founded in 1964, is known for its slow-roasted, freshly-sliced roast beef and other deli-style sandwiches. ~~It~~ It is the second-largest sandwich restaurant brand in the world. Arby’s Franchisor, LLC (“Arby’s Franchisor”) is the franchisor of Arby’s restaurants in the United States, Canada, Turkey and Qatar. Arby’s Franchisor has offered franchises for Arby’s restaurants since December 2015, but its predecessors have been franchising Arby’s restaurants since 1965. ~~As of January 1, 2023, there were approximately 3,415~~ Inspire International, directly or through its predecessor Arby’s International, Inc., has offered franchises and master franchises for Arby’s restaurants operating in outside the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby’s restaurants operating internationally since May 2016. Predecessors and former affiliates of Arby’s Franchisor have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamon’s® stores that served gourmet baked goods. All of the T.J. Cinnamon’s locations have closed. As of December 31, 2023, there were 3,413 Arby’s restaurants operating in the United States (2,316 franchised and 1,097 company-owned), and 200 franchised Arby’s restaurants operating internationally and in Puerto Rico.

~~Dunkin’ Donuts Franchising LLC (“DD”) is the franchisor of Dunkin’ restaurants in the United States and certain international territories. DD became a subsidiary of Inspire Brands in December 2020. Dunkin’ restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin’ restaurants, since March 2006. As of December 31, 2022, there were 8,118 single-branded franchised Dunkin’ restaurants operating in the United States and 3,872 operating in 37 countries. As of December 31, 2022, there were 1,252 Dunkin’ and Baskin-Robbins combo restaurants operating in the United States.~~

Buffalo Wild Wings International, Inc. (“BWVI”) ~~has offered franchises in the United States for a franchisor of~~ sports entertainment-oriented casual ~~dining restaurants~~ sports bars that feature chicken wings, sandwiches, and other products ~~and~~ alcoholic and other beverages, and related services under the Buffalo Wild Wings name (“Buffalo Wild Wings Sports Bars”) ~~since April 1991~~ and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name (“BWV-GO Restaurants”). BWVI has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWV-GO Restaurants since December 2020. ~~As of January 1~~ BWVI has never offered franchises in any other line of business. As of December 31, 2023, there were 1,189 ~~1,185~~ Buffalo Wild Wings Sports Bars operating in the United States (530 ~~533~~ franchised and 659 ~~652~~ company-owned) and 75 ~~65~~ franchised Buffalo Wild Wings or B-Dubs restaurants operating ~~outside the United States (63 franchised and 12 company owned).~~ ~~As of January 1~~ internationally. As of December 31, 2023, there were 41 ~~79~~ BWV-GO Restaurants operating in the United States (43 ~~1~~ franchised and 37 ~~48~~ company-owned).

DD is the franchisor of Dunkin’ restaurants in the United States and certain international territories. DD became a subsidiary of Inspire Brands in December 2020. DD has offered franchises for Dunkin’ restaurants, since March 2006. As of December 31, 2023, there were 9,580 Dunkin’ restaurants operating in the United States (9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded Dunkin’ restaurants, 2 were franchised Dunkin’ restaurants operating at Multi-Brand Locations, and 1,283 were franchised Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 4,210 single-branded franchised Dunkin’ restaurants operating internationally.

Jimmy John’s Franchisor SPV, LLC (“~~Jimmy John’s~~”, ~~the~~ JJF) is a franchisor of ~~Jimmy John’s~~ restaurants operating under the JIMMY JOHN’S® trade name and business system, ~~became Inspire Brands subsidiary in October 2019.~~ ~~Jimmy John’s restaurants that~~ feature high-quality deli sandwiches, ~~served on~~ fresh baked breads, and other ~~permitted~~ food and beverage products. ~~Jimmy John’s has offered franchises for Jimmy John’s restaurants since July 2017.~~ JJF became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. JJF and its predecessor have been franchising since 1993. JJF has not offered franchises for Jimmy John’s restaurants from 1993 until July 2017. ~~As of January 1, 2023, had 2,637 restaurants in any other line of business.~~ As of December 31, 2023, there were 2,644 JIMMY JOHN’S® Restaurants operating in the United States (2,597 ~~2,604~~ franchised and 40 ~~affiliate-owned~~) company-owned. Of those 2,644 restaurants, 2,641 were single-branded Jimmy John’s restaurants and 3 were franchised Jimmy John’s restaurants operating at multi-brand locations.

Sonic Franchising LLC (“Sonic”) became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic Drive-In restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. ~~As of January 1~~ Sonic has never operated or offered franchises in any other line of business. As of December 31, 2023, there were 3,546 ~~3,521~~ Sonic ~~Drive-Ins (3,221~~ Drive-In restaurants operating in the United States (3,195 franchised and 325 ~~326~~ company-owned) ~~in operation.~~

Other Affiliated Franchise Programs

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

~~Focus Brands~~[GoTo Foods Inc.](#) (“~~Focus Brands~~[GoTo Foods](#)”) is the indirect parent company to ~~7~~[seven](#) franchisors, including: Auntie Anne’s Franchisor SPV LLC (“**Auntie Anne’s**”), Carvel Franchisor SPV LLC (“**Carvel**”), Cinnabon Franchisor SPV LLC (“**Cinnabon**”), Jamba Juice Franchisor SPV LLC (“**Jamba**”), McAlister’s Franchisor SPV LLC (“**McAlister’s**”), Moe’s Franchisor SPV LLC (“**Moe’s**”), and Schlotzsky’s Franchisor SPV LLC (“**Schlotzsky’s**”). All ~~7~~[Focus Brands](#)~~seven~~ [GoTo Foods](#) franchisors have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne’s franchises Auntie Anne’s® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne’s system became affiliated with ~~Focus Brands~~[GoTo Foods](#) through an acquisition. Auntie Anne’s predecessor began offering franchises in January 1991. As of December 31, ~~2022~~[2023](#), there were ~~approximately 1,135~~[1,156](#) franchised ~~facilities~~ and 11 ~~affiliate-owned facilities~~[company-owned Auntie Anne’s shops](#) in the United States and ~~approximately 775~~[817](#) franchised ~~facilities operating~~[Auntie Anne’s shops](#) outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with ~~Focus Brands~~[GoTo Foods](#) in November 2004. Carvel’s predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2022~~[2023](#), there were ~~326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky’s restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.~~[324 franchised Carvel shoppes in the United States and 29 franchised Carvel shoppes outside the United States.](#)

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle’s Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with ~~Focus Brands~~[GoTo Foods](#) through an acquisition. Cinnabon’s predecessor began franchising in 1990. As of December 31, ~~2022, franchisees operated 950~~[2023, there were 952 franchised and 22 company-owned Cinnabon retail outlets/bakeries](#) in the United States and ~~918~~[952 franchised Cinnabon retail outlets/bakeries](#) outside the United States ~~and 178.~~ [In addition, as of December 31, 2023, there were 185 franchised](#) Seattle’s Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with ~~Focus Brands~~[GoTo Foods](#) through an acquisition. Jamba’s predecessor began franchising in 1991. As of December 31, ~~2022~~[2023](#), there were approximately ~~735 Jamba~~[733](#) franchised ~~stores and 3 affiliate-owned~~ Jamba stores in the United States and ~~54~~[57](#) franchised Jamba stores outside the United States.

McAlister’s franchises McAlister’s Deli® restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister’s system became an Affiliated Program through an acquisition in July 2005 and became affiliated with ~~Focus Brands~~[GoTo Foods](#) in October 2013. McAlister’s or its predecessor have been franchising since 1999. As of December 31, ~~2022~~[2023](#), there were ~~492~~[506](#)

domestic franchised McAlister's restaurants and ~~32 affiliate-owned~~33 company-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with ~~Focus Brands~~GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2022~~2023, there were ~~636606~~ franchised and six company-owned Moe's Southwest Grill restaurants ~~operating in the United States and one franchised restaurant operating outside the United States.~~

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with ~~Focus Brands~~GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, ~~2022~~2023, there were ~~299295~~ franchised Schlotzsky's restaurants and ~~27 affiliate-owned~~22 company-owned restaurants operating in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 ~~and as of~~ As of December 31, ~~2022, had 483~~2023, there were 505 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that ~~offers~~offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2022~~2023, there were ~~1,0831,053~~ Massage Envy locations operating in the United States, including ~~1073~~1044 operated as total body care Massage Envy businesses and ~~109~~ operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, ~~2022~~2023, there were ~~109~~ regional developers operating ~~1211~~ regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer ~~Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer~~ Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January ~~3029~~, ~~2023~~2024, there were ~~195204~~ company-operated Hardee's restaurants, ~~including 4~~

~~2023 BASKIN-ROBBINS FDD~~

~~Baskin-Robbins | 2024 FDD~~

~~ACTIVE\1607967157.1~~ACTIVE\1607967157.3

~~Hardee's/Red Burrito Dual Concept restaurants,~~ and there were ~~1,512~~1,406 domestic franchised Hardee's restaurants, including ~~146~~136 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were ~~429~~458 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January ~~30~~29, 20232024, there were ~~48~~49 company-operated Carl's Jr. restaurants, and there were ~~1,020~~1,019 domestic franchised Carl's Jr. restaurants, including ~~266~~243 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were ~~620~~661 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to ~~10~~nine franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), ~~Drive N Style Franchisor SPV LLC ("DNS"),~~ Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (~~which included~~ Meineke, Maaco, ~~DNS,~~ Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, ~~DNS,~~ Econo Lube, Merlin, CARSTAR, Take 5, ~~ABRA~~Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. ~~All 10 franchisors have not~~None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers ~~which~~that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December ~~31~~30, 20222023, there were ~~703~~698 franchised Meineke centers, 22 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December ~~31~~30, 20222023, there were ~~397~~373 franchised Maaco centers and no company-owned Maaco centers in the United States.

~~DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company owned~~

~~AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.~~

Merlin franchises shops ~~which~~that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin Shops” since February 2006. As of December ~~31~~30, 20222023, there were ~~24~~22 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N' Tune” in 1985. As of December ~~31~~30, 20222023, there were ~~109~~ Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~31~~30, 20222023, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~31~~30, 20222023, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~31~~30, 20222023, there were ~~445~~455 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~31~~30, 20222023, there were ~~228~~325 franchised Take 5 outlets and 643 company-owned Take 5 outlets operating in the United States. ~~An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.~~

ABRAAbra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. **ABRA**Abra and its predecessor have offered **ABRA**Abra franchises since 1987. As of December ~~31~~30, 20222023, there

were ~~5857~~ franchised ~~ABRA~~Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~3130, 2022~~2023, there were ~~180~~203 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate ~~pursuant to~~under a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. ~~These franchisors have not offered franchises in any other line of business.~~

As of December ~~3130, 2022~~2023, there were: (i) ~~2515~~ franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~2118~~ franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) ~~810~~ 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~319313~~ franchised CARSTAR facilities and ~~no~~1 company-owned CARSTAR ~~facilities~~facility in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) ~~3857~~ franchised UniglassPlus businesses, ~~3127~~ franchised UniglassPlus/Ziebart businesses, and ~~no~~5 franchised Uniglass Express businesses in Canada, and ~~42~~ company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) ~~710~~ franchised VitroPlus businesses, ~~6257~~ franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and ~~43~~ company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) ~~3332~~ franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~1012~~ franchised Go! Glass & Accessories businesses and ~~no~~ franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In January 2022, Driven Brands acquired Auto Glass Now's repair locations. As of December 30, 2023, there were more than 220 repair locations operating under the AUTOGLASSNOW® name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

ServiceMaster Systems LLC is the direct parent company to three franchisors operating five franchise brands in the United States: Merry Maids SPE LLC ("**Merry Maids**"), ServiceMaster Clean/Restore SPE LLC ("**ServiceMaster**") and Two Men and a Truck SPE LLC ("**Two Men and a**

~~2023 BASKIN-ROBBINS FDD~~

~~Baskin-Robbins | 2024 FDD~~

~~ACTIVE\1607967157.1\ACTIVE\1607967157.3~~

Truck”). Merry Maids and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021. The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids’ predecessor began business and started offering franchises in 1980. As of December 31, ~~2022, 2023, there were 813~~ Merry ~~Maids had 967~~ Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster’s predecessor began offering franchises in 1952. As of December 31, ~~2022, ServiceMaster had operating in the United States 671~~ 2023, there were 619 ServiceMaster Clean franchises and 2,157, 064 ServiceMaster Restore franchises ~~operating~~ in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck’s predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2022~~ 2023, there were 293 313 Two Men and a Truck franchises and three company-owned ~~locations operating~~ Two Men and a Truck businesses in the United States. As of December 31, ~~2022~~ 2023, there were ~~not any~~ 20 Two Men and a Junk Truck franchises ~~or company-owned locations in operation~~ in the United States.

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

NBC Franchisor LLC (“NBC”) franchises gourmet bakeries ~~which that~~ offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC’s predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, ~~2022~~ 2023, there were 409 562 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November ~~2021~~ 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2021~~ 2023, there were ~~948 Mathnasium franchises in the United States and its parent company operated three~~ 968 franchised and 4 company-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2022~~2023, there were ~~87~~89 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2021~~2023, there were ~~65~~79 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have at their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

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

~~i9 Sports, LLC (“i9”)~~ franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2022~~2023, there were ~~218~~245 i9 Sports franchises ~~and one company-owned location. i9 has never offered franchises in any other line of business~~in the United States.

~~SafeSplash Brands, LLC (also known as “Streamline Brands”)~~ offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through ~~March~~April 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2022~~2023, there were ~~110~~128 franchised and company-owned SafeSplash Swim School outlets (~~included~~including 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. ~~Streamline Brands has never offered franchises in any other line of business.~~

[School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattle Street, Canton, MA 02021. As of December 31, 2023, there were 234 franchised and 47 company-owned School of Rock schools in the United States and 78 franchised School of Rock schools outside the United States.](#)

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

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

The Securitization Transaction

~~In 2015, DB Master Finance completed a refinancing transaction (the “Securitization Transaction”). As part of the Securitization Transaction, Dunkin’ Brands signed a management agreement with us and certain of our affiliates to provide the required support and services to Baskin Robbins franchisees under their franchise agreements and other support to the Baskin Robbins System. We pay management fees to Dunkin’ Brands for these services. However, as the franchisor, we are responsible and accountable to you to make sure that all services we promise to perform under your FA or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf. Substantially all of our assets and those of some of our affiliates (including payments under the “Dunkin’ and “Baskin Robbins” franchise agreements) were pledged as security for repayment of the notes issued as part of the Securitization Transaction. DB Master Finance and various entities affiliated with DB Master Finance have entered into additional secured financing transactions subsequent to the Securitization Transaction (and may enter into other securitization/financing transactions in the future). As a result of these transactions, there have been certain restructuring of various DB Master Finance affiliates, which are described in this Item 1.~~

ITEM 2: **BUSINESS EXPERIENCE**

Manager Board of Managers: Paul Brown

Mr. Brown has been ~~Chief Executive Officer for Inspire Brands~~ a Member of our Board of Managers in Atlanta, Georgia ~~since its formation in February 2018, and he has served as a manager of ours~~ since December 2020. He also has ~~served as~~ been Inspire Brands’ Chief Executive Officer for Arby’s Restaurant Group, Inc. (“ARG”) in Atlanta, Georgia since ~~May 2013~~ its formation in February 2018 and Inspire Brands’ Director in Atlanta, Georgia since February 2018.

Brand Head – Baskin-Robbins and Interim Vice President of Operations: Jonathan Biggs

Mr. Biggs has been ~~BR’s~~ our Brand Head in Atlanta, Georgia since September 2022 and our Interim Vice President of Operations since March 2024. He previously served as our Vice President, Restaurant Service ~~of BR~~ in Atlanta, Georgia and Canton, Massachusetts from October 2018 to September 2022. ~~Prior to that, he served as Senior Director, Dunkin’ U.S. Project Management Office from September 2016 to October 2019, and Senior Director of Dunkin’ Operating Systems from October 2012 to September 2016.~~

Chief Information Security Officer of Inspire Brands: Haddon Bennett

Mr. Bennett has been Inspire Brands’ Chief Information Security Officer in Atlanta, Georgia since December 2019. He previously served as Change Healthcare’s Chief Information Security Officer in Canton, Georgia from June 2014 to December 2019.

Chief Growth Officer of Inspire Brands: Christian Charnaux

Mr. Charnaux has been the Chief Growth Officer of Inspire Brands in Atlanta, Georgia since April 2018 ~~and he has been our Chief Growth Officer since October 2021.~~

Chief Supply Officer of Inspire Brands: Christopher Held

Mr. He also Held has been Inspire Brands’ Chief Growth Supply Officer in Atlanta, Georgia since ~~April 2018~~ June 2019. He previously was ~~Senior Vice President, Corporate Finance of Hilton Worldwide~~

~~Holdings, Inc. in McLean, Virginia from July 2009 to March 2019~~ an independent consultant in Atlanta, Georgia from June 2018 to May 2019.

~~Chief Development~~ Financial Officer: Don Crocker and Assistant Secretary: Katherine Jaspon

~~Mr. Crocker has been Inspire Brands' Chief Development Officer in Atlanta, Georgia since March 2019 and he has been our Chief Development Officer since October 2021. He previously was Inspire Brands' Senior Vice President, Real Estate in Atlanta, Georgia from August 2018 to March 2019. Before that, he was the Senior Director Restaurant Development and Supply Chain for Chick-fil-A, Inc. in Atlanta, Georgia from December 1997 to July 2018.~~

Chief Supply Officer: Christopher Held

~~Mr. Held~~ Jaspon has been ~~Inspire Brands' our~~ Chief ~~Supply~~ Financial Officer in Atlanta, Georgia ~~and Canton, Massachusetts since June 2019~~ April 2017, and ~~he~~ she has been our ~~Chief Supply Officer since October 2021. He has~~ and Assistant Secretary in Atlanta, Georgia since February 2024. ~~She also has been~~ Inspire Brands' Chief ~~Supply~~ Financial Officer in Atlanta, Georgia since ~~June 2019. He previously was an independent consultant in Atlanta, Georgia from June 2018 to May 2019. Before that, he was Senior Vice President, KFC Supply Chain, Restaurant Supply Chain Solutions (A Yum! Brands Co-Op) in Louisville, Kentucky from July 2015 to June 2018.~~ July 2021.

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

Mr. Lynn has been Dunkin' Brands' and Inspire Brands' Chief Commercial and Restaurant Officer since August 2022, each in Atlanta, Georgia. He has also served as Zuzu Hospitality's Co-Founder in Singapore since 2016. He previously served as Movenpick Hotels' Non-Executive Director in Zurich, Switzerland from February 2017 to September 2018.

~~Chief Financial~~ Development Officer and Manager: Katherine Jaspon: Jason Maceda

~~Ms. Jaspon~~ Mr. Maceda has been our Chief ~~Financial~~ Development Officer ~~and Manager~~ in Canton, Massachusetts since ~~April 2017~~ and January 2024. He also has been Inspire Brands' Chief ~~Financial~~ Development Officer ~~since July 2021. She~~ in Canton, Massachusetts since January 2024. He previously was ~~our Inspire Brands' Senior Vice President, Finance and Treasury, Corporate Controller, and Assistant Controller~~ Franchise Development in Canton, Massachusetts from ~~December 2005 to April 2022~~ September 2022 to January 2024. Additionally, ~~he previously held several positions with us in Canton, Massachusetts, including President, Baskin-Robbins from December 2020 to September 2022, Senior Vice President, and Baskin-Robbins U.S. and Canada from June 2017 to December 2020.~~

~~Chief Information~~ Brand Officer: Raghu Sagi ~~Scott~~ Murphy

~~Mr. Sagi has been Inspire Brands' Chief Information Officer in Atlanta, Georgia since April 2019 and he has been our Chief Information Officer since October 2021. He previously held several positions at Sephora in San Francisco, California, including Chief Information Officer from February 2017 to April 2019 and Chief Engineering Officer from February 2017 to April 2019.~~

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

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

Mr. Okeson has been ~~Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since February 2018, and he has been a~~ Member of our Board of Managers since December 2020, our General Counsel since ~~December 2021 and he has served as a manager of ours since December 2020~~October 2021, and our Chief Administrative Officer and Secretary since February 2024, each in Atlanta, Georgia. Mr. Okeson has been Inspire Brands' Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since February 2018, ~~and he has served as a manager of ours since December 2020. He also has served as ARG's Chief Administrative Officer, General Counsel and Secretary in Atlanta, Georgia since January 2013.~~

~~Senior Vice President of Finance: Juan Jose Joachin~~

~~Mr. Joachin has been our Senior Vice President of Finance since May 2022. He also has been Inspire Brands' Senior Vice President of Finance in Atlanta, Georgia since May 2022. He previously served as Senior Vice President of Finance for Domino's Pizza from December 2018 to May 2022 in Ann Arbor, Michigan. Before that, he served as Vice President Finance Global Operations for Dawn Food Products from January 2015 to November 2018 in Jackson, Michigan.~~

~~Senior Vice President, Franchise Development – Brand Supply Chain of Inspire Brands: Jason Maceda~~Joel Blanchard

Mr. ~~Maceda~~Blanchard has been Inspire Brands' Senior Vice President, ~~Franchise Development since September 2022~~ – Brand Supply Chain in Atlanta, Georgia since April 2022. He previously held several positions with ~~BR~~Georgia-Pacific, including Vice President-Strategic Sourcing and Procurement from July 2021 to April 2022, Vice President-Category Supply Chain from June 2019 to July 2021, and Senior Director-Supply Chain Strategy and Category Supply Chain from July 2017 to June 2019, each in Atlanta, Georgia, including President, Baskin-Robbins from December 2020 to September 2022, Senior Vice President, Baskin-Robbins U.S. and Canada from June 2017 to December 2020, and Vice President U.S. Financial Planning and Field Treasury from September 2011 to June 2017.

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

Mr. McCarthy has been our Senior Vice President – Finance in Canton, Massachusetts since May 2022. He has also been Inspire Brands' Senior Vice President ~~of Franchise~~ Finance in Canton, Massachusetts since May 2022 ~~in Atlanta, Georgia~~. He previously served as Inspire Brands' Vice President Finance – Beverage and Snacking from December 2020 to April 2022 in ~~Atlanta, Georgia~~Canton, Massachusetts. Before that, he held ~~several~~various positions with Dunkin' Brands, including Vice President of Corporate FP&A and Brand Finance from July 2018 to December 2020 ~~and Vice President—Corporate FP&A and Treasury from March 2017 to July 2018, each~~ in Canton, Massachusetts.

Vice President – Franchise Operations: Francis Ashwin

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

Vice President, Portfolio Management of Inspire Brands: William Duffy

Mr. Duffy has been Inspire Brands' Vice President, Portfolio Management in Atlanta, Georgia since its formation in February 2018.

Vice President – Franchise Operations: Kelly Fish

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

Vice President – Marketing & Culinary: Jerid Grandinetti

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

Vice President – Franchise Operations: Peter Green

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

~~Senior Vice President; – Construction, Design and Architecture: James Cannon: Volker Heimeshoff~~

Mr. Heimeshoff has been our Vice President – Construction in Atlanta, Georgia since February 2024. He also has been Inspire Brands' Vice President – Construction since February 2024 and SIS' Vice President – Construction since September 2022, each in Atlanta, Georgia. Before that, he was self-employed as an Executive Project Consultant in Bentonville, Arkansas from April 2022 to May 2022. He previously was the Vice President, Realty Support and Standards for Walmart in Bentonville, Arkansas from February 2017 to April 2019.

Vice President – Real Estate Dunkin' Baskin Jimmy John's: Russell Holland

~~Mr. CannonHolland~~ has been our ~~Senior Vice President, Construction, Design and Architecture since December 2024~~ – Real Estate Dunkin' Baskin Jimmy John's in Atlanta, Georgia since February 2024. He also has been Inspire Brands' ~~Senior Vice President, Construction and Design – Real Estate Dunkin' Baskin Jimmy John's~~ in Atlanta, Georgia since ~~its formation in February 2018. In addition, he has been Senior~~ December 2019. He previously served as Vice President, ~~Construction and Design for ARG in Atlanta of Real Estate at Waffle House in Norcross, Georgia since~~ from June 2017 to December 20152019.

~~Vice President, Restaurant Portfolio Management – Architecture & Design~~ of Inspire Brands: ~~William Duffy~~ Laura Ivanishvili

~~Mr~~ Ms. DuffyIvanishvili has been Inspire Brands' Vice President, ~~Restaurant Portfolio Management – Architecture & Design~~ in Atlanta, Georgia since ~~its formation in February 2018. He~~ previously was Vice President, Mergers and Acquisitions of ARG in Atlanta, Georgia from July 2005 to July 2015-March 2023. She previously was self-employed as a consultant in Bentonville, Arkansas from November 2022 to March 2023. Before that, she previously served as Walmart's Senior Director, Architecture & Engineering in Bentonville, Arkansas from January 2018 to November 2022.

Vice President – Franchise Operations: Vincent Marvelli

Mr. Marvelli has been our Vice President – Franchise Operations in Midlothian, Texas since November 2022. He previously was our Director of Operations in Canton, Massachusetts from November 2020 to October 2022, and our Director of Operations in Canton, Massachusetts from May 2016 to November 2020.

Vice President – Franchise Operations: Allyson Peck

Ms. Peck has been our Vice President – Franchise Operations in Canton, Massachusetts since March 2024. She previously served as BR’s Vice President – Franchise Operations in Canton, Massachusetts from April 2023 to March 2024. Before that, she served as Starbucks Coffee Company’s Vice President of Retail Operations in Seattle, Washington from March 2020 to June 2022 and McDonald’s Corporation’s Operations Officer in Stamford, Connecticut from February 2017 to March 2020.

Vice President – Franchise Operations: Thomas Sheker

Mr. Sheker has been our Vice President – Franchise Operations in Cinnaminson, New Jersey from September 2022. He previously held several positions with us, including Franchise Operations Director, NY and Upper Midwest from October 2021 to September 2022, Franchise Operations Director, Mid-Atlantic from December 2020 to October 2021, and our Operations Director – Mid-Atlantic from July 2016 to December 2020, each in Canton, Massachusetts.

Vice President, Franchise Counsel of Inspire Brands: Lisa Storey

Ms. Storey has been Inspire Brands’ Vice President, Franchise Counsel, in Atlanta, Georgia, since March 2020 and has been our Vice President, Franchise Counsel since October 2021. She previously was our and Inspire Brands’ Vice President, Franchise, HR & Litigation Counsel from February 2018 to February 2020. ~~Before that, she held various positions at ARG in Atlanta, Georgia, including Vice President, Franchise, HR & Litigation Counsel from March 2016 to February 2018.~~

Vice President, ~~Baskin Robbins Marketing: Jerid Grandinetti~~ – Operating Systems: Robert Wiggins

Mr. ~~Grandinetti~~Wiggins has been our ~~Vice President, Baskin Robbins Marketing since January 2022. Previously, he was our Director, International Brand Marketing from December 2017 to January 2022.~~Vice President – Operating Systems in Canton, Massachusetts since February 2024. Mr. Wiggins is also Dunkin’ Brands’ Vice President – Operating Systems in Canton, Massachusetts since December 2021. He previously held several positions with Dunkin’ Brands, including Vice President, Dunkin’ Operating Systems & National Operations from January 2019 to December 2021 and Regional Vice President, Mid-Atlantic/New York from February 2011 to January 2019, each in Canton, Massachusetts.

Senior Director, ~~Strategy and New Business~~ – Franchise Development – ~~Non-Traditional~~ of Inspire Brands: Theresa Rivello

Ms. Rivello has been Inspire Brands’ Senior Director, ~~Strategy and New Business~~ – Franchise Development – ~~Non-Traditional~~ in Atlanta, Georgia since January 2023. She previously ~~was served as~~ Inspire Brands’ Director, Strategy and New Business Development – Non-Traditional ~~in Atlanta, Georgia~~ from September 2020 to January 2023, in Atlanta, Georgia. Before that, she was the Director of Retail Strategy and Brand Partnerships for Aramark in Philadelphia, Pennsylvania from February 2017 to September 2020.

[Director – Field Training & Operating Services: Jenna Hall](#)

[Ms. Hall has been our Director – Field Training & Operating Services in Atlanta, Georgia since December 2021. She previously served as Dunkin’ Brands’ Director – Operating Systems and Field Learning in Canton, Massachusetts from November 2016 to December 2021.](#)

ITEM 3: LITIGATION

Pending Litigation

The following actions are pending against us, a predecessor, a parent or affiliate that ~~guarantee’s~~[guarantees](#) our performance, an affiliate who offers franchises under the ~~Trademarks~~[Proprietary Marks](#), or a person identified in Item 2:

[Fahrad Salari Lak, Lock Bakeries, Incorporated and F and J Holdings, Inc. v. Dunkin’ Donuts Franchising LLC, et al.](#), (Case No. GD 09 13755), Court of Common Pleas of Allegheny County, Pennsylvania, filed on September 28, 2011. This dispute involves contracts to supply bakery products to a Dunkin’ network of restaurants in the Pittsburgh market. ~~Plaintiff claims~~[Fahrad Salari Lak, Lock Bakeries, Incorporated and F and J Holdings, Inc. \(the “Fahrad Plaintiffs”\) claim](#) that, on December 31, 2006, ~~Dunkin’ defendants~~ entered into an Approved Bakery Manufacturers Agreement with Pittsburgh Baker’s Dozen for a kitchen to the west of the city and with plaintiff, Fahrad Salari Lak, for a kitchen to be developed to the east of the city making up the Pittsburgh Supply Plan. [Fahrad](#) Plaintiffs claim that they invested hundreds of thousands of dollars to develop both kitchens. [Fahrad](#) Plaintiffs also claim that Pittsburgh Baker’s Dozen ran into financial difficulties and that ~~Dunkin’ defendants~~ encouraged them to take over the eastern bakery ownership. No written agreements were entered into in connection with these activities. [Fahrad](#) Plaintiffs claim that they acted upon promises and assurances by ~~Dunkin’ and the other~~ defendants that they would be supplying donuts for Dunkin’ franchisees under the Pittsburgh Supply Plan. [Fahrad](#) Plaintiffs claim that, at some point, Dunkin’ advised them that it had approved a “new option” for defendant Heartland that would allow it to purchase unfinished “frozen pre-fried” donuts instead of fresh baked donuts. [Fahrad](#) Plaintiffs further assert that Dunkin’, knowing of [Fahrad](#) Plaintiffs’ reliance on Dunkin’s promises to them, inquired as to what damages they had incurred as a result of their reliance upon the continued assurances that they would be supplying fresh baked products and other goods to Heartland’s stores. At that point, [Fahrad](#) Plaintiffs ceased development of the eastern bakery, did not continue with the purchase on the western bakery premises, and filed this lawsuit. Claims as to Dunkin’ are promissory estoppel and fraud. However, the trial court granted Dunkin’s motion for summary judgment, striking [Fahrad](#) Plaintiffs’ damage claims for lost profits from the bakery and limiting any potential recovery to out of pocket expenses and lost business opportunities. Discovery in this case is ongoing and no trial date has been set. [Defendants deny the claims alleged by Fahrad Plaintiffs and intend to vigorously defend the case.](#)

~~Priti ShettyHabiba Benatti et al. v. Dunkin’ Donuts Franchised Restaurants LLC, et al.~~, (Case No. 3:15-cv-02664), U. S. District Court for the District of New Jersey, filed on February 17, 2015. ~~Plaintiff, a former Dunkin’ franchisee, and two business partners entered into a Store Development Agreement with the franchisor in 2003 for three potential locations in New Jersey. They opened their first store in 2004 and a second location in 2005. Plaintiff claims that Dunkin’ unfairly turned down her efforts to open a third franchise. After one of her partners dropped out of the business, plaintiff and her remaining partner sold both of her open Dunkin’ franchises in March 2010. When those locations were abandoned by the new owner in December 2010, plaintiff requested and was denied permission by Dunkin’ to take over and resume operations at the two closed franchises. Based on these allegations, plaintiff raised a civil rights claim against Dunkin’ under 28 U.S.C. § 1981, as well as claims under the New Jersey Law Against Discrimination, tortious interference with prospective economic advantage, defamation, libel, slander, and~~

~~unjust enrichment. Plaintiff's civil rights claims are based on the allegation that franchisor discriminates against Asian Indian women. On December 11, 2015, the trial court granted Dunkin's motion to dismiss plaintiff's claims under the New Jersey Law Against Discrimination, for tortious interference with prospective economic advantage, defamation, libel, slander, and unjust enrichment. The case was settled on February 23, 2017, with the entire settlement amount paid by Dunkin's insurance carrier and with no admission of liability by Dunkin'.et al. (Superior Court of New Jersey Law Division: Bergen County, Case No. BER-L-002194-22, filed April 19, 2023). Habiba Benatti, Osama Alnagar, and Hossam Shahin ("Benatti Plaintiffs") filed a third-party complaint against "Dunkin' Donuts" alleging breach of franchise agreement, failure to supervise and train, tortious interference, and civil conspiracy, and requesting the court provide relief through temporary restraining order, preliminary injunction. We deny the claims alleged by the Benatti Plaintiffs and we intend to vigorously defend the case.~~

~~Daniel Crooks and Matthew Miller v. Dunkin' Brands Group, Inc. and SVC Service II LLC, (United States District Court for the District of Massachusetts, Case No. 1:22 CV 10738, filed May 12, 2022). Plaintiffs, Daniel Crooks and Matthew Miller ("Crooks and Miller") filed a class action complaint against Dunkin' Brands Group, Inc. and SVC Service II LLC ("Defendants") alleging violations of the New Jersey Truth in Consumer Contract, Warranty, and Notice Act, unjust enrichment, breach of contract, violation of the Massachusetts Unfair and Deceptive Business Practices Act, and violation of the California Unfair Competition Law Business and Professions Code § 17200 for the alleged failure to redeem gift cards for cash. Crooks and Miller seek to establish a nationwide class and subclasses for New Jersey and California residents. On August 19, 2022, Defendants filed a motion to dismiss. On December 13, 2022, the court granted Defendants' motion to dismiss the New Jersey statutory claims and denied the motion to dismiss the other claims. Defendants deny any liability and intend to vigorously defend against the claims.~~

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

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

~~None.~~

~~Breach of Contract Claims:~~

~~Dunkin' Donuts Franchising LLC and DD IP Holder LLC v. Minda's Donuts, Inc. and Aminda R. Daviduk, (United States District Court for the District of New Hampshire, Case No. 1:23-cv-87-AJ, filed February 3, 2023).~~

Concluded Litigation

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

Bertico Inc., 3024032 Canada Inc., 3155412 Canada Inc., 3176941 Canada Inc., 3481191 Canada Inc., 2857- 8664 Québec Inc., 3089-8001 Québec Inc., 9067-0308 Québec Inc., Jacques Doyon and Monic Huard, Les Entreprises Doyon et Huard Inc., Les Entreprises Charloise Inc., Les Entreprises Lucien Stephens Inc., Les Entreprises Pierre Maclure Limitée, 9116-5399 Québec Inc., 3089-3309 Québec Inc., 3092-5077 Québec Inc., 9009-6694 Québec Inc., 9064-0947 Québec Inc., 2622-6282 Québec Inc., 2968-7654 Québec Inc., Claude St- Pierre and Lynda Viel, Sylvain Charbonneau, Noemia De Lima and Joao De Lima, René Joly and Charlotte Lévesque, Mariette Long, Raymond Massi, Pierre Maclure, Jean Rioux, Mario Corbeil, John A. Costin, Bernard Stern and Jacques Pomerleau, Province of Quebec, District of Montreal, Superior Court, filed on May 20, 2003. Thirty-two (32) Quebec Dunkin' franchisees ("Canadian

Plaintiffs”) sued Dunkin’ Donuts (Canada) Limited and Allied Domecq Retailing International, (Canada) Limited (“Dunkin’ (Canada)”) on a variety of claims with respect to the supervision and support of franchises located in Quebec including deterioration of the brand image, negligent management, failure to adequately respond to increased competition in the market, failure to adequately market, negligence in not responding to franchisees who did not comply with all of their franchise agreement requirements, failure to stem decreasing sales and to invest in the Dunkin’ (Canada) system in Canada, and supply chain issues. ~~The Plaintiff~~[Canadian Plaintiffs](#) sought orders terminating their own franchises, orders requiring Dunkin’ (Canada) to comply with its contractual obligations, and damages representing a refund of operating losses for 32 franchises. On June 21, 2012, the trial court found Dunkin’ (Canada) liable and awarded [Canadian Plaintiffs](#) \$16.4 million CDN in damages, plus costs and interest, representing loss in value of the franchises and lost profits. Dunkin’ (Canada) appealed the decision. On April 15, 2015, an appeals court upheld the trial court’s decision but significantly reduced the amount of the damages to approximately \$10.9 million CDN. In June 2015, Dunkin’ (Canada) filed an Application for leave to appeal the Court of Appeals decision to the Supreme Court of Canada which denied the application on March 17, 2016. This matter is now closed.

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

[Bartosz Grabowski v. Dunkin’ Brands, Inc., \(Case No. 1:17-cv-05069\) U.S. District Court for the Northern District of Illinois, filed on July 9, 2017. The ~~Complaint~~\[complaint\]\(#\) in this putative class action lawsuit alleged that the ~~Company~~\[Dunkin’ Brands\]\(#\) engaged in deceptive practices with respect to its blueberry donut products by allegedly trying to convince consumers that ~~the certain~~ products ~~contain real blueberries. The products specifically mentioned by the Complaint were~~\(such as the “Glazed Blueberry” donut and munchkin, the “Blueberry Butternut Donut,” and the “Blueberry Crumb Cake Donut.” ~~The Complaint~~\) ~~contain real blueberries. The complaint~~ claimed that Dunkin’ \[Brands\]\(#\) engaged in fraud by \(1\) using the word “blueberry” in the product names; \(2\) using imitation blueberries on both the inside and outside of the product that were “specifically made to resemble actual blueberries or pieces of actual blueberry due to their blue color and round shape”; and \(3\) charging consumers a “premium price” for blueberry donuts which, the ~~Complaint~~\[complaint\]\(#\) alleges, are “uniformly priced higher than other donuts on the Dunkin’ menu such as the Glazed Donut.” As a result, the ~~Complaint~~\[complaint\]\(#\) contended that consumers reasonably expect these products to contain actual blueberries and, therefore, the use of the word “blueberry” as a product description at franchises and in marketing is misleading. The legal claims brought against Dunkin’ \[Brands\]\(#\) in this case were: \(1\) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act; \(2\) common law fraud; \(3\) intentional misrepresentation; \(4\) negligent](#)

misrepresentation; (5) breach of contract; and (6) unjust enrichment. The ~~Complaint~~[complaint](#) sought a minimum of \$5 million dollars in damages. This case was settled on October 2, 2018 on an individual basis with no admission of liability by Dunkin' ~~Brands~~ and was dismissed with prejudice. [The matter is now closed.](#)

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

~~[Dunkin' Donuts Franchising LLC v. Coffee & Brands Sweden AB, et al.](#), (Case No. 01-18-0001-8486), American Arbitration Association, filed on May 9, 2018. The Respondent in this international arbitration, [Coffee & Brands Sweden AB \(C&B\)](#), was the Dunkin' franchisee in Sweden. Dunkin' terminated C&B's master franchise agreement (MFA) for non-payment of almost \$500,000 in franchise fees and its failure to secure an irrevocable letter of credit of \$1 million as required under the contract. Dunkin' thereafter filed this arbitration proceeding to enforce the termination. In response, C&B raised counterclaims against Dunkin' for fraud, negligent misrepresentation, violation of the Massachusetts Unfair and Deceptive Trade Practices statute, breach of contract, and breach of the implied covenant of good faith and fair dealing. Generally, C&B alleged that Dunkin' misrepresented the viability and success of its franchise system in Europe, made inaccurate representations as to the financial performance C&B could expect its shops to achieve, did not provide adequate support to C&B, and reneged on a promise to forgive or reduce C&B's debts. In addition, C&B claimed that, despite an unambiguous merger clause in the MFA, Dunkin' orally promised that C&B did not have to pay royalty fees until it became profitable. C&B sought damages in excess of \$8 million, rescission of the MFA, and an award of its costs and attorneys' fees. On November 27, 2018, the parties agreed to settle all their claims without any admission of liability on Dunkin's part and the matter is now closed.~~

~~[Newburyport Donuts, Inc. v. Dunkin' Donuts Franchising LLC, et al.](#), (Case No. 01-19-0000-7393), American Arbitration Association, filed on March 11, 2019. ~~The Claimants in this commercial arbitration matter~~[Newburyport Donuts, Inc. \("Newberry"\)](#) contended that the ~~Company~~[defendants](#) rejected their proposal for the development of a new Dunkin' restaurant due to the impact on the sales of a nearby existing Dunkin' restaurant and then subsequently awarded the site to that same owner. ~~The Claimants~~[Newberry](#) further alleged that the ~~Company's~~[defendant's](#) impact process would not have compensated them fairly and, furthermore, that the ~~Company~~[defendants](#) unfairly dealt with smaller franchisees with respect to development matters. ~~The Company~~[Defendants](#) denied the allegations set forth~~

in the ~~Complaint~~complaint. On ~~November 27~~July 23, 2018~~2020~~, the parties agreed to settle all of their claims without any admission of liability on ~~Dunkin's~~defendants part and the matter is now closed.

The People of the State of California v. Dunkin' Brands, Inc., (Case No. ~~E2563661819~~STCV09597), California Superior Court, Los Angeles County, filed on March 19, 2019. On March 14, 2019, ~~the Company~~Dunkin' Brands entered into a settlement agreement with the Attorneys General of thirteen states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees or Dunkin's own employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and Dunkin' from hiring each other's employees. Under the terms of the settlement, Dunkin' Brands agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing such a provision. In addition, Dunkin' Brands agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. ²Dunkin' Brands expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, ~~that~~ the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of ~~the Company~~Dunkin' Brands. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record and the action was closed after the court approved the parties' stipulation of judgment.

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

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

Dunkin' Donuts (Canada), Ltd. vs Camasa Ltd. & Camille McLaughlin, Case No. B/C/149/01 (New Brunswick). On March 8, 2001, the Canadian franchisor sued the franchisee to cancel the franchise agreements, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise ~~agreement~~agreements and counter-claimed for damages alleging, ~~inter alia~~among other things, the non-fulfillment of the franchisor's obligations and various misrepresentations. In October 2012, the franchisee reactivated the file and pursued its counterclaim. In September 2014, the franchisee brought a motion to dismiss the proceedings for delay. The motion was heard August 31, 2015, and the trial judge permitted the proceedings, including the counterclaim to continue. The case was settled on September 17, 2017. The franchisee acknowledged in his release of claims that the settlement was not to be construed as an admission of liability by Dunkin' and that Dunkin' expressly denied liability for any of the franchisee's claims. The matter is now closed.

~~Dunkin' Brands Canada vs~~ Les Services Alimentaires Kojo Inc., et al. v. Dunkin' Brands Canada, Ltd., Case No. 500-17-076969-131 (Quebec). On November 8, 2012, a group of 5 franchisees in Quebec representing 9 stores collectively sued the franchisor claiming damages in the amount of \$7,199,000 CDN alleging, ~~inter alia~~among other things, that the franchisor failed to execute its obligations under the franchise agreements and abandoned them during the period of 2008 until the claim was settled on January 9⁸, 2018. The matter is now closed.

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

[\\$75,000 in exchange for a full release and dismissal of the case with prejudice. On June 23, 2023, the parties filed a Joint Stipulation of Voluntary Dismissal. The matter is now closed.](#)

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

[AB Corp. v. Dunkin' Donuts Franchising LLC, \(United States District Court for the District of Connecticut, Case Nos. 3:22-cv-01474 and 3:22-cv-1549\). On November 11, 2022, a terminated franchisee, AB Corp. \("AB Corp Franchisee"\) filed a complaint in Connecticut Superior Court against Dunkin' Donuts Franchising LLC \("Franchisor"\) alleging violations of the Connecticut Franchise Act and the Connecticut Unfair Trade Practices Act regarding Franchisor's termination of the AB Corp Franchisee's franchise agreements. AB Corp Franchisee also filed an application for temporary injunction, order to show cause, and request for emergency hearing. On November 18, 2022, Franchisor removed the case to the United States District Court for the District of Connecticut \(Case No. 3:22-cv-01474\). On November 21, 2022, AB Corp Franchisee filed a motion for an interim temporary restraining order. On November 30, 2022, the court denied AB Corp Franchisee's motion for a temporary restraining order. On December 5, 2022, Franchisor filed an answer and counterclaim against AB Corp Franchisee for breaches of the parties' franchise agreements and violations of 15 U.S.C. § 1125. On December 6, 2022, Dunkin' IP Holder filed a separate complaint against AB Corp Franchisee in the United States District Court for the District of Connecticut alleging trademark infringement, unfair competition, and false designation of origin \(Case No. 3:22-cv-1549\). In March 2023, the parties entered into a Settlement Agreement and Release whereby AB Corp Franchisee agreed to pay Franchisor \\$180,000 and Franchisor agreed to approve AB Corp Franchisee's transfer of restaurant assets to a buyer. The cases were dismissed pursuant to the parties' Settlement Agreement and Release. The matter is now closed.](#)

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

Affiliate Litigation

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

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

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

ITEM 4: **BANKRUPTCY**

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

ITEM 5: **INITIAL FEES**

~~Initial Franchise Fees (20-year term)~~ Agreement

Initial Franchise Fee, Baskin-Robbins Restaurant. You must pay us ~~the an~~ initial franchise ~~fees fee~~ ("IFFs IFF") ~~of equal to~~ \$25,000 ~~for each Baskin-Robbins Restaurant that you open. For SDOs, please see below.~~ when you sign the Franchise Agreement.

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

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

Notes to IFF

- ~~You must pay your IFF with cash that is not borrowed at the time you sign the SDA.~~
- ~~Military Veterans Ownership Incentive: We intend to offer qualified military veterans that are new franchisees to the Baskin-Robbins franchise system and are purchasing one or more existing, standalone Baskin-Robbins Restaurant(s) up to a \$20,000 credit that may be applied to certain fees and costs that are due at closing of the purchase of the Restaurant(s).~~
- ~~Relocation Incentive Offer: We may offer program(s) for certain qualified existing franchisees that relocate their existing restaurant, which may include reduced or waived IFF. If you are offered the incentive and meet all of the terms and conditions of the offer by an agreed upon date, you will sign a new FA on our then current form. This incentive does not apply to SDOs.~~
- ~~Initial Franchise Fees, Combo Restaurants: If we approve your addition of a Dunkin' restaurant to your. If you are being granted the right to develop a Combo Restaurant, you must pay us an IFF equal to \$10,000 when you sign the Combo Franchise Agreement. Additionally, you will pay to our affiliate, Dunkin', their DD the then-current IFF for the Dunkin' initial franchise and you will need to sign a Combo FA fee.~~
- ~~SDO Development: The IFF for all SDO Restaurants (except for those classified as Gas & Convenience Restaurants and certain Self-Serve Restaurants as described below), is 50% of the applicable standard IFF stated above and then pro-rated by the length of the term. For example, the IFF due and payable to us at the time you sign your FA for an SDO location will be \$6,250 if the term of the FA is for 10 years. This term for SDO Restaurants is sold in one-year increments to meet the distinctive requirements of each location and the term is not transferable to traditional locations.~~
- ~~Initial Franchise Fees, General Notes. In our fiscal year ending December 31, 20222023, the IFF paid by our franchisees ranged from \$0 to \$25,000 based on factors such as development area type and other factors listed below.~~

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

The "Initial Training Fee" is \$2,750 per person to attend the initial training program. The Initial Training Fee for the first 2 people to attend the initial training program are included in the IFF, and you must pay the Initial Training Fee for the third or subsequent individuals to attend the initial training program. However, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants, you must pay us a training fee equal to \$2,750. Additionally, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants operating at SDO locations, you must pay us a training fee equal to \$1,800. If you cancel a scheduled training, you must pay us our then-current cancellation fee. Our current cancellation fee is \$500 per person if you cancel less than 2 weeks before the scheduled class.

Renewal Fees

Renewal Fees are based on the average annual rate for IFF in this Item. For Combo Restaurants, you will also pay a renewal fee of \$10,000 to our affiliate, Dunkin'.

Other Initial Payments To Us

- Reimbursement of Expenses: If you are developing a Restaurant and you or your architect are not prepared for a scheduled meeting when required, you must reimburse us for certain out-of-pocket costs.
- Real Estate Lease Related Charges: A security deposit or other charges payable under your real estate lease or sublease may be required before the business opens. If you sublease from us, the security deposit is refundable at the end of the sublease term if, after we receive a final accounting from the landlord under the prime lease, you have no outstanding financial obligations to us under either your franchise or lease agreements. A \$100.00 administrative fee is applied to all BR Subleases.
- Training Related Fees Paid to Us: You will be required to pay an initial online access fee of \$300 per location and thereafter an annual continuing training fee (subscription fee), which is currently \$300 per location. These fees are quoted as of the date this Disclosure Document and may change. If you own and operate multiple Restaurants, you must continuously manage your network with a minimum number of individuals who have successfully completed our training program in order to meet operational standards. If your network needs to send you or your employees back through the new franchisee learning path to meet these requirements, there will be a charge for each franchisee team member per class. If you are a new franchisee and you are entering the system through an acquisition of an existing location, you will need to pay a training fee, which is currently \$2,250 for all Restaurants. Any additional individual(s) attending the Brand Training program will be required to pay \$2,250 per individual for all Restaurants. If you are a new BR SDO franchisee entering the system through an acquisition of an existing location, you will pay \$1,300 to attend training. All training fees are due at the time of the registration request. A \$500 cancellation fee per individual per class shall apply if you cancel a scheduled class with less than 2 weeks' notice.
- Marketing Start-Up Fee:

○ Marketing Start-Up Fee. In connection with the opening, ~~remodeling~~re-opening, relocation, or ~~transfer~~remodel of your Restaurant, you must undertake promotional activities in the manner and to the extent that we prescribe in accordance with our ~~Brand standards~~Standards, which we will provide to you. The Brand standards will advise you of the manner and timing of payment for each activity. The minimum required Marketing Start-Up Fee is currently \$5,000 per new restaurant opening, \$3,000 for re-opening after a remodel, \$3,500 per relocation that we approve and \$3,500 per transfer that we approve. The promotional activities are designed to promote the opening, re-opening or relocation of your Restaurant and the fee is spent by you. Unless you qualify for an incentive, if your Restaurant will be a Baskin-Robbins Restaurant, a Gas & Convenience Restaurant, or if you add a Baskin-Robbins Restaurant to an existing Dukin' restaurant and you are not required to remodel the Restaurant, you must spend at least \$6,000 (the "Standard Marketing Start-Up Fee"). If your Restaurant will be a Combo Restaurant, you must spend at least \$10,000 (the "Combo Marketing Start-Up Fee"). If you are re-opening your Restaurant after relocating in accordance with the terms of your Franchise Agreement and our Standards, you must spend at least

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

- ~~○ In connection with the opening, remodeling, or relocation of Combo Restaurants, you must undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Brand standards, which we will provide to you. The Brand standards will advise you of the manner and timing of payment for each activity. The minimum required Marketing Start Up Fee is currently \$10,000 per opening, remodel, or relocation event that we approve. The promotional activities are designed to promote the opening, re-opening or relocation of your Restaurant and the fee is spent by you. If you fail to administer these promotional programs yourself, we may require you to pay the fee to us or one of our approved vendors to conduct these activities for you.~~
- ~~○ If you add a Baskin-Robbins to a standalone Dunkin’ Restaurant to become a Combo Restaurant, and you are not required to remodel the Dunkin’ Restaurant, the minimum required Marketing Start Up Fee is \$5,000. If you add a Baskin-Robbins to a standalone Dunkin’ Restaurant to become a Combo Restaurant as part of a remodel, the minimum required Marketing Start Up Fee is \$10,000 (\$5,000 for the Baskin-Robbins and \$5,000 for the Dunkin’).~~
- ~~○ The Marketing Start Up Fee for SDO Restaurants (except for those classified as Gas & Convenience Restaurants) is 50% of the Marketing Start Up Fee for traditional Restaurants as stated above and may be waived in our discretion. The Marketing Start Up Fee for Gas & Convenience Restaurants is the full standard Marketing Start Up Fee referenced above.~~
- ~~○ Marketing Start Up Incentive. If you qualify for the Capital Contribution, and you open the Restaurant to the general public by the Required Opening Date, then you will only be required to pay us \$2,500 for the Marketing Start Up Fee, and we will contribute \$2,500 towards the grand opening marketing of the Restaurant.~~
- ~~We reserve the right to reduce or waive initial fees for, and to offer other special development incentives (including incentive payments) to, one or more franchisees on a case-by-case basis under certain circumstances. These circumstances may include providing economic incentives for existing franchisees to take over operating Restaurants. The amount of any fee reductions/waivers or development incentives depends on what we think is best for the Baskin-Robbins brand in the particular situation.~~

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

Real Estate. If you lease or sublease the Premises from our affiliate, you may be required to pay our affiliate a security deposit or other charges payable under the sublease before the business opens. The security deposit is refundable at the end of the lease or sublease term if, after we conduct or receive a final

accounting from the landlord under the prime lease, and you have no outstanding financial obligations to us or our affiliates.

Store Development Agreement

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

RefundsIncentive Programs

New Restaurant Opening Incentive. You may qualify to participate in the “New Restaurant Opening” or “NRO” incentive program if you sign a Franchise Agreement on or before March 31, 2025 to develop and operate 1 Restaurant in the NRO Territory (defined below). You may also qualify to participate in the NRO incentive program if you sign a new Store Development Agreement on or before March 31, 2025 to develop 2 to 3 new Restaurants in the NRO Territory. You may also qualify to participate in the NRO incentive program if you sign the Incentive Amendment (Exhibit D-3) in connection with the amendment of your existing Store Development Agreement on or before March 31, 2025 to amend the agreement to add 1 to 3 new Restaurants in the NRO Territory to your existing development schedule. The “NRO Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

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

Deeper New Restaurant Opening Incentive. You may qualify to participate in the “Deeper New Restaurant Opening” or “Deeper NRO” incentive program if you sign a new Store Development Agreement on or before March 31, 2025 to develop 4 or more new Restaurants in the Deeper NRO Territory. You may also qualify to participate in the Deeper NRO incentive program if you sign the Incentive Amendment to an existing Development Agreement on or before March 31, 2025 to amend your existing Store Development Agreement to add 4 or more new Restaurants in the Deeper NRO Territory to your existing development schedule. The “Deeper NRO Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory.

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

Alternative Deeper New Restaurant Opening Incentive. You may qualify to participate in the “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program if you sign a new Store Development Agreement on or before March 31, 2025 to develop 4 or more new Restaurants in the ADNRO Territory. You may also qualify to participate in the ADNRO incentive program if you sign the Incentive Amendment to an existing Development Agreement on or before March 31, 2025 to amend your existing Store Development Agreement to add 4 or more new Restaurants in the ADNRO Territory to your existing development schedule. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory.

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

New Restaurant Capital Contribution Incentive. The “New Restaurant Capital Contribution” or “NRCC” incentive program is designed to provide assistance to franchisees who desire to develop and operate new traditional, standalone Restaurants located in certain geographic areas. You may qualify to participate in the NRCC incentive program if you sign a Franchise Agreement on or before March 31, 2025 to develop a new Baskin-Robbins Restaurant within the NRCC Market. You may also qualify to participate in the NRCC incentive program if you sign a new Store Development Agreement to develop 2 or more new Restaurants, each located within the NRCC Market. You may also qualify to participate in the NRCC incentive program if you sign the Incentive Amendment in connection with the amendment of your existing Store Development Agreement on or before March 31, 2025 to amend add 1 or more new Restaurants to

your existing development schedule, each located within the NRCC Market. The “NRCC Market” currently includes Alaska, Idaho, Hawaii, Montana, Oregon, Washington, and the Central States Territory.

Under the NRCC incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the Store Development Agreement), you submit development costs to us within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement, you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant, and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant.

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

Multi-Brand Locations

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

General Notes

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

**ITEM 6:
OTHER FEES**

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Continuing Franchise Fee (“CFE”)	5.9% of Gross Sales 5.9% of gross sales (Notes 1A, 1B, 1C, 2A, 2B and 4)(Note 1)	Due on On or before Thursday of each week, for the seven-day sales reporting period ending at the close of business on Saturday, twelve days previous (Note 3)	Gross sales include all revenue related to the Restaurant. (Note 1.B2)
Continuing Advertising Fee (“CAF”)	5.0% of Gross Sales 5.0% of total gross sales (Notes 1A, 1B, 1C, 5A, 5B, and 5C) 2.5% of Gross Sales for SDOs	Due on or before Thursday of each week, for the seven-day sales reporting period ending at the close of business on Saturday, twelve days previous (Note 3) Weekly with the CFE	Additional CAF fees may be due if agreed to by 2/3rds of the Restaurants (regional or national (Note 3)
<u>The Center Annual Subscription Fee</u>	<u>Currently, \$300</u>	<u>Annually</u>	
Franchise Transfer <u>Additional Training Fee</u> (for a majority interest)	Currently, \$7,500 (or \$20,000 if the Restaurant is a Combo plus the amount listed in the table in Note 7) <u>2,750 per person</u>	Upon transfer <u>registration</u>	Due if <u>If you transfer 50% or more interest in the franchise or your employees must take or re-take the initial training program.</u>
Franchise Transfer Fee (for less than a majority interest) OR (transfer to spouse or children) <u>Training Cancellation Fee</u>	Then current Fixed Documentation Fee, plus \$2,000 for each new transferee (Note 8) <u>\$500 per person</u>	Upon transfer <u>demand</u>	Due in the event of a transfer that does not result in a change of control OR Due if you transfer any of your interest to your spouse and/or one or more children. <u>Only payable if you cancel training less than 2 weeks before the scheduled class</u>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Audit Costs <u>Taxes</u>	Our cost to examine your financial, employment or business records including legal fees and investigative costs <u>Varies</u>	When and as billed to you <u>Upon demand</u>	We reserve the right to collect our costs to audit your Restaurant if: (a) a 3% or greater discrepancy is discovered; (b) information has been provided to show a possible violation of the agreement; or (c) the audit is done because you did not send us or keep required records <u>You must reimburse us for any tax or other fee due to our receipt of fees or other amounts that you pay.</u>
<u>Late Fee and Interest</u>	<u>Currently, 1.5% per month or highest rate permitted by law, whichever is less</u>	<u>Upon demand</u>	
Immigration Status Review <u>Collection</u> Costs	Our out of pocket costs to hire attorneys or others for outside advice. <u>Varies</u>	When and as billed to you <u>Upon demand</u>	Payable if we need outside advice on your legal or immigration status <u>You must pay all collection costs that we incur to collect fees that are due.</u>
<u>Relocation Fee</u>	<u>Varies</u>	<u>Upon request to relocate</u>	<u>(Note 4)</u>
Interest, Late Fees, and Collection Costs <u>Insurance</u>	Then current late fee or dishonored check fee, and if applicable, interest on unpaid amount at 1.5% per month (but not more than any maximum imposed under applicable law). <u>Cost of obtaining insurance</u>	When and as billed to you <u>As incurred</u>	We can change these fees without notice. They apply if you fail to pay us, or if your check is dishonored or your EFT is rejected by your bank <u>If you fail to obtain insurance, we may obtain coverage at your expense.</u>
Indemnification	Varies	Upon demand	You must reimburse us if we are sued and/or held liable for claims related in any way to the operation, procession or ownership of the Restaurant or the premises <u>up for claims and liabilities relating to your Restaurant or Premises or any debt or obligation of yours.</u>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
SDA Transfer Fee (transfer of <u>Transfer Fee</u> (for a majority interest or more)	Baskin-Robbins Restaurant: \$7,500 \$10,000 (Note 9) Combo Restaurant: \$20,000	Upon transfer	Due if you transfer 50% or more of your direct or indirect interest in the SDA; partial transfers of development obligations and associated rights are not permitted. (Note 5)
SDA Transfer Fee (for less than a majority interest) OR (transfer to spouse or children) <u>Fixed Documentation Fee</u>	Then current Fixed Documentation Fee, (currently <u>Currently</u>, \$2,000 plus an additional \$2,000 for each new <u>per</u> transferee.) (Note 9)	Upon transfer	Due if you transfer less than a 50% interest in the SDA or SDA entity. OR Due if you transfer any of your interest to your spouse and/or one or more children. (Note 6)
Lease Fees <u>SDA Transfer Fee (majority interest)</u>	Varies (Note 6) <u>\$10,000</u>	Payable as described in the lease <u>Upon transfer</u>	If you lease the Restaurant from us or our affiliates.
Fixed Documentation Fee – Generally Enforcement Expenses	Currently, \$2,000 per Restaurant <u>Varies</u>	Due when you request additional documents, or when requested by us <u>Upon demand</u>	Due if preparation of additional documents is at your request or becomes necessary <u>You must pay us all costs and expenses we incur in successfully enforcing any provisions of the Franchise Agreement and Store Development Agreement.</u>
Fixed Documentation Fee – Transfers Immigration Status Review Costs	Currently, \$2,000 per Restaurant (Notes 8 & 9) <u>Our out- of-pocket costs to hire attorneys or others</u>	Due when additional documents required in connection with transfers, or when requested by us <u>Upon demand</u>	Due if preparation of additional documents is at your request or becomes necessary <u>You must pay us all costs and expenses we incur if outside advice is required to determine your immigration status.</u>
Costs for tests used to approve <u>Reimbursement of costs incurred to test samples from additional supplier(s)</u>	Our out of pocket and internal costs allocated to this activity <u>Varies, typically between \$1,000 to \$10,000 depending on the complexity of the testing</u>	When and as billed to you <u>Upon request</u>	You must pay the cost for any additional tests/approvals that you have requested. (See Item 8.) <u>us all costs and expenses we incur to test samples from suppliers you request to that is not yet approved by us.</u>
<u>Lease Costs</u>	<u>Varies</u>	<u>Payable as described in the lease.</u>	<u>(Note 7)</u>

Notes:

Note 1. General Terms. Unless otherwise stated, all fees are imposed by, paid to, and collected by us and are non-refundable. Except as specified below, all fees are uniformly applied to franchisees, however, we may waive or reduce some or all these fees for a ~~distressed restaurant transfer or a~~

particular franchisee in instances where we, in our sole discretion, decide it is appropriate to do so.

~~1.A. For Restaurants you develop under an SDA, you will sign the then current form of FA. Your fees will be as set forth in your SDA.~~

~~1.B.~~ “Gross Sales” means all revenue related to the sale of approved products and ~~provision of services (including, but not limited to, direct delivery, catering and/or delivery services through third parties)~~ services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the ~~System~~ Baskin-Robbins Restaurant network; taxes collected from ~~guests~~ customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

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

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

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

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

<u>Duration of Effective Royalty Fee</u>	<u>Effective Royalty Fee</u>
<u>Opening through Year 1</u>	<u>1.9%</u>
<u>Year 2</u>	<u>2.9%</u>
<u>Year 3</u>	<u>3.9%</u>
<u>Year 4</u>	<u>4.9%</u>
<u>Year 5 through remainder of the term</u>	<u>5.9%</u>

~~1.C. We may, in limited circumstances, grant franchisees lower CFFs and CAFs depending on many factors (including a prospective franchisee's experience, financial strength, real estate holdings, ability to obtain suitable sites in competitive or specialized markets, and the number of Restaurants required to be developed). — Additionally, we may offer incentives in certain markets, such as new or~~

~~developing markets, which include reduced CFFs or CAFs. Reduced fees only apply to franchisees who are in compliance with all of our agreements and requirements, and failure to meet an SDA development schedule may void any fee reduction. We may cancel or modify any incentive program at any time. Franchisees who are offered the opportunity to participate in an incentive program may take advantage of the benefit of only one incentive program unless we agree otherwise in writing.~~

- 2.A ~~For Restaurants located within certain designated areas in Idaho, Montana, Oregon, and Washington (collectively, the “Pacific Northwest”), the CFF is 1.0% of Gross Sales for the term of the FA. For Restaurants located within certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee (collectively, the “Central States”), Alaska or Hawaii, the CFF is 0.5% of Gross Sales for the term of the FA. For all other locations, the CFF for new Restaurants is 5.9% of Gross Sales, unless one of the following incentive programs applies to the SDA and/or FA that you and we sign. If you do not satisfy all the conditions set forth in any offer or addendum, then our standard CFF rate of 5.9% of Gross Sales may apply.~~

~~In addition to any other applicable requirements, the reduced CFF rates under the incentives below will apply only if: (1) you build the Restaurant in the design, to the specifications, and at the location we approve; and (2) you provide us with a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business.~~

~~Capital Contribution Development Incentive: For new and existing Baskin Robbins franchisees who execute a Franchise Agreement and/or SDA for the development of one or more new traditional, standalone Restaurants by March 31, 2024, the CFF may be reduced if you open the applicable Restaurant by the date listed on Exhibit B to the SDA or, if you do not enter into an SDA, one year from the date of your Conditional Real Estate Site Approval Letter (the “Required Opening Date”). For Restaurants located in certain areas of the continental United States (excluding the Central States and the Pacific Northwest), the CFF will be as follows: 2.9% of Gross Sales from the day you open the Restaurant to serve the general public through one year from the Required Opening Date, 3.9% of Gross Sales for the following year, 4.9% of Gross Sales for the following year, and 5.9% of Gross Sales for the remaining term of your FA.~~

~~Capital Contribution Development Incentive for Military Veterans: For new Baskin Robbins franchisees who are qualified military veterans and who execute an SDA for the development of one or more new traditional, standalone Restaurants by March 31, 2024 and open each Restaurant by the Required Opening Date listed on Exhibit B to the SDA, the CFF will be 0.0% of Gross Sales from the day you open the Restaurant to serve the general public through one year from the Required Opening Date, then:~~

- ~~● For Restaurants located within Alaska, the Central States or Hawaii, the CFF will be 0.5% of Gross Sales for the remaining term of the FA.~~
- ~~● For Restaurants located within the Pacific Northwest, the CFF will be 1.0% of Gross Sales for the remaining term of the FA.~~
- ~~● For Restaurants located within certain other areas within the continental United States, the CFF will be as follows: 3.9% of Gross Sales for the following year, 4.9% of Gross Sales for the following year, and 5.9% of Gross Sales for the remaining term of your FA.~~

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

<u>Duration of Effective Royalty Fee</u>	<u>Effective Royalty Fee</u>
<u>Opening through Year 2</u>	<u>1.9%</u>
<u>Year 3 to Year 4</u>	<u>2.9%</u>
<u>Year 5 through remainder of the term</u>	<u>5.9%</u>

~~Multi-Restaurant Franchisee Ownership Incentive: For existing Baskin-Robbins franchisees that purchase an additional, existing standalone Baskin-Robbins Restaurant, the CFF may be reduced as follows:~~

- ~~• For Restaurants located within Alaska, the Central States or Hawaii, the CFF will be 0.0% of Gross Sales for two years from the transfer date, and then increases to 0.5% of Gross Sales for the term of the FA.~~

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

Relocation Incentive. The Relocation Incentive (“Relocation Incentive”) program is designed to assist franchisees who desire to relocate their Restaurant in compliance with the terms of the Franchise Agreement and our Standards. You may qualify to participate in the Relocation Incentive program if you sign a new Franchise Agreement on or before March 31, 2025 to relocate your existing Restaurant within the Relocation Territory. The “Relocation Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. Under the Relocation Incentive, if you (or your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the relocated Restaurant, you open the relocated Restaurant in compliance with the Franchise Agreement, keep the original Restaurant open until the relocated Restaurant opens and commences operations, and you submit all development costs to us within 120 days of opening the relocated Restaurant, and you build the relocated Restaurant in the design, to the specifications, and at the location we approve, then the CFF will be as follows:

<u>Duration of Effective Royalty Fee</u>	<u>Effective Royalty Fee</u>
<u>Opening through Year 1</u>	<u>1.9%</u>
<u>Year 2</u>	<u>2.9%</u>
<u>Year 3</u>	<u>3.9%</u>
<u>Year 4</u>	<u>4.9%</u>
<u>Year 5 through remainder of the term</u>	<u>5.9%</u>

- ~~• For Restaurants located within the Pacific Northwest, the CFF will be 0.0% of Gross Sales for two years from the transfer date, and then increases to 1.0% of Gross Sales for the term of the FA.~~

- ~~• For Restaurants located within the continental United States and not in any of the areas listed above, the CFF will be 3.9% of Gross Sales for one year from the transfer date, and then increases to 5.9% of Gross Sales for the remaining term of the FA. You are not required to pay us more than \$15,000 in CFFs during the first year from the transfer date. If you pay us \$15,000 in CFF during the first year from the transfer date, then you are not required to pay us any further CFFs until the second year from the transfer date begins, and you are then required to pay us a CFF equal to 5.9% of Gross Sales for the remaining term of your FA for the Restaurant.~~

Early Opening Incentive. The “Early Opening Incentive” is designed to incentivize franchisees to develop and commence operations of their Baskin-Robbins Restaurants before the required opening date identified in their Franchise Agreement (and, if applicable, the Store Development Agreement). If you qualify for the NRO, Deeper NRO, and/or VetFran incentive programs, and you open the Restaurant before the required opening date identified in the Franchise Agreement, then we will charge 0% royalty from the date you open and commence operations of the Restaurant until the required opening date identified in the Franchise Agreement, up to 12 months, then the applicable CFF rate will apply. You may combine the Early Opening Incentive with our other incentive programs described in Item 5 and Item 6.

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

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

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

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

<u>Duration of Effective Royalty Fee</u>	<u>Discount On CFF</u>
<u>Opening through Year 2</u>	<u>50% Off Standard Rate</u>
<u>Year 3 through remainder of the term</u>	<u>Standard Rate Applies</u>

~~Sales Increase Incentive: If you purchase an existing standalone Baskin Robbins Restaurant, you may be eligible for a one-time refund credit if the percentage change between the average weekly Gross Sales during the first 52-week period you operate the Restaurant and the average weekly Gross Sales of the Restaurant during the previous 52-week period before you purchased the Restaurant is at least 15% higher than the percentage change between the average weekly Gross Sales during the 52-week period before you purchased the Restaurant and the average weekly Gross Sales during 52-week period before that. We will refund you as follows:~~

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

<u>Duration of Effective Royalty Fee</u>	<u>Effective CAF</u>
<u>Opening through Year 3</u>	<u>2.5%</u>
<u>Year 4 through remainder of the term</u>	<u>5.0%</u>

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

<u>Duration of Effective CAF</u>	<u>Effective CAF</u>
<u>Opening through Year 3</u>	<u>2.5%</u>
<u>Year 4 through remainder of the term</u>	<u>5.0%</u>

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

Sales Increase	Credit
At least 15% <u>Duration of Effective CAF</u>	0.5% of Gross Sales <u>Effective CAF</u>
At least 20% <u>Opening through Year 3</u>	1.8% of Gross Sales
At least 25% <u>Year 4 through remainder of the term</u>	1.5% of Gross Sales
At least 31%	2% of Gross Sales

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

<u>Duration of Effective CAF</u>	<u>Effective CAF</u>
<u>Opening through Year 3</u>	<u>1.3%</u>
<u>Year 4 through remainder of the term</u>	<u>2.5%</u>

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

Note 4. Relocation Fee. If you are signing a Franchise Agreement to relocate the premises of your Restaurant, you must sign our then-current form of Franchise Agreement and pay us a relocation fee at the time you sign the Franchise Agreement. The relocation fee will be the IFF less an

amount corresponding to the amount of term under the original franchise agreement. For example, if the franchise agreement for the original premises has 3 years left on the term, then you would sign a franchise agreement for the relocated Premises with a 20 year term and the IFF would be reduced such that you would only pay for 17 years.

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

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

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

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

Combo Restaurant:

- ~~2.B Dunkin’ may offer incentives for Combo Restaurants in certain markets, including reduced CFFs. Any reduced CFFs that apply to the Combo Restaurant through the Dunkin’ incentive will apply to all Gross Sales through the Combo Restaurant.~~
- ~~3. We will require you to pay us by electronic funds transfer (“EFT”). You must provide us all the bank and other forms we need to set up or change EFT authorization. We will also require you to report your Gross Sales electronically over the Internet or other electronic means, as we may determine. For each week that you do so, and authorize EFT payment of the corresponding weekly fees, we will deduct the fees from your bank account. You must have computer equipment capable~~

~~of accessing and using the electronic form. We reserve the right, whether due to system failure or otherwise in our sole discretion, to withdraw the electronic form and designate another form and procedure that you will be required to follow.~~

~~4. If your state, or any governmental body in your state, charges a tax on the royalty we receive from you, then you are required to pay an additional earned service fee and royalty equal, in our discretion, to the amount of this tax. This does not apply to any federal or income taxes we must pay.~~

~~5.A For new Restaurants located within the Central States, the CAF is 2.5% of Gross Sales for the term of the FA. For new Restaurants located in Hawaii and Alaska, the CAF is 3.5% of Gross Sales for the term of the FA. For all other locations, the CAF for new Restaurants is 5.0% of Gross Sales.~~

~~5.B Dunkin' may offer incentives for Combo Restaurants in certain markets, including reduced CAFs. Any reduced CAFs that apply to the Combo Restaurant through the Dunkin' incentive will apply to all Gross Sales through the Combo Restaurant.~~

~~5.C You must participate in marketing, advertising and other programs and pay increased CAF supported by a vote of two thirds of the Restaurants in the market in which your Restaurant(s) is located with respect to local programs, and in the continental United States, with respect to national programs. Voting can be either one vote per franchisee or one vote per Restaurant, usually determined in accordance with the practices of the local Restaurants (See Item 11), unless we decide otherwise. We have the right to designate or change the composition of Restaurants to be included in the local market base for purposes of compiling votes. We usually do not vote unless we operate one or more Restaurants in the DMA, and we usually follow the practices of the local restaurants. Once approved, such programs typically continue for a specified duration. A new Restaurant is required to support existing programs without a new vote being taken.~~

~~6. If you lease the premises from us or one of our affiliates, then you will pay us (or our affiliate) a monthly fixed rent set forth in your lease. You may also pay us percentage rent regardless of whether the prime lease requires percentage rent. The amount of percentage rent varies and will be set forth in your lease. Our leases are customarily "net-net-net" leases, which means you must pay all related costs of occupancy such as real estate taxes, insurance, all maintenance and repair costs, utilities, common area maintenance charges, and other costs. In addition, you will pay a monthly \$100.00 administration fee. (See Items 5 and 7 for initial real estate fees and investment costs).~~

~~7. Except as set forth in Note 8 below, if you transfer the majority interest or all your direct or indirect interest in your FA then you must pay us a transfer fee of \$7,500, regardless of whether or not we exercise our rights. (Section 13.4 of the FA). If you are transferring a Combo Restaurant, you will pay the following transfer fee(s):~~

~~If you have not operated the Restaurant for at least three full years before an asset or stock transfer occurs, you will pay the transfer fee noted in the applicable chart below, plus \$12,500 for a Dunkin' restaurant or \$20,000 for Combo restaurant.~~

~~If the transfer occurs after the third year of operation, you will pay a transfer based on the level of Gross Sales for the training 12-month period, as described below:~~

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

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

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

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

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

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

~~We reserve the right to select another period, or to make appropriate adjustments to such Gross Sales, if extraordinary occurrences (e.g., road construction, fire, or other casualty, etc.) materially affected the Restaurant's sales during the trailing 12-month period. If we elect to purchase the Restaurant by exercising our right of first refusal, the seller must still pay us the required transfer fee.~~

~~8. Instead of the transfer fee above, we will only charge the applicable then-current Fixed Documentation Fee for (a) a transfer of interest that does not result in a Change of Control (as defined below), (b) if the interests transfer to the spouse(s) or children of the original signatories, or (c) if all the interests transfer to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated. The Fixed Documentation Fee for transfers is currently \$2,000 per Restaurant. There will be an additional fee of \$2,000 per each transferee that is not previously approved or needs to be re-approved. The FA issued to you and your new shareholders, your spouse and/or children will be the form FA that we are then offering at the time of transfer (including among other things the then-current transfer fee provision).~~

~~“Change of Control” means either (i) a transfer of majority interest from an original signatory to another, or (ii) any transaction or series of transactions that, either alone or together with other previous, simultaneous, or other proposed transfers, whether related or unrelated, will have the result of the original signatories holding an aggregate of less than 50% of all interests in the franchisee (reference to “interests” includes direct, indirect, or beneficial interests). For the avoidance of doubt, for any transfer under part (i) above that results in a Change of Control, then the transfer fees required under Sections 13.2.1 and 13.2.2 of the FA, as applicable, will apply.~~

~~If we approve any assignment, sale and/or transfer of any interest in an SDA and/or FA that is subject to an on-going payment agreement of the IFFs, the remaining balance of the IFFs will be due and payable in full upon such assignment, sale and/or transfer, in addition to the applicable transfer fee (if applicable).~~

~~9. The requirements for transfers of an SDA are the same as those for transfers of franchises. The \$10,000 SDA transfer fee is due and payable for a transfer of interest that results in a Change of Control (as defined in the paragraph above) in addition to the transfer fees for operating Restaurants that may be part of the same transaction. Instead of the transfer fee, we will only charge our then current Fixed Documentation Fee if the original signatories to the SDA retain more than 50% of the shares after the transfer, or if any of the interests transfer to the spouse(s) or children of the original signatories or if all the interests transfer to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated. The Fixed Documentation Fee for transfers of an SDA is currently \$2,000. There will be an additional fee of \$2,000 per transferee if not previously approved or needs to be re-approved.~~

~~10. You also will have to pay other fees to other parties (such as landlords, vendors, contractors for remodeling and refurbishing, governmental agencies, utilities, communications companies, etc.) in connection with your business operations. If you are buying an existing Restaurant, you may be required to pay the costs of a third party (such as a title company) to assist with the processing of documents. You may be required to pay this third party directly or reimburse us if we incur this cost.~~

**ITEM 7:
ESTIMATED INITIAL INVESTMENT**

Your Estimated Initial Investment

Category	Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
IFF	Initial Franchise Fee	\$25,000	See Item 5 <u>Lump Sum</u>	See Item 5 <u>Upon signing Franchise Agreement</u>	Us
Sub-Total (Initial Franchise Fee)		\$25,000			
Build Cost	Real Estate Development (Note 21)	\$123,000 to \$267,000	Lump Sum or Financed <u>As agreed</u>	Before Opening <u>As incurred</u>	Us or Third Parties
Build Cost	Equipment, Fixtures and Signs (Note 32)	\$115,000 to \$197,760	Lump Sum or Financed <u>As agreed</u>	As Incurred, Before Opening <u>incurred</u>	Approved Suppliers <u>Third Parties</u>
Build Cost	Restaurant Technology System (Note 43)	\$1,440 to \$15,000 <u>to \$29,500</u>	Lump Sum or Financed <u>As agreed</u>	As Incurred, Before Installation <u>incurred</u>	Approved Supplier <u>Third Parties</u>
Build Cost	Licenses, Permits, Fees and Deposits (Note 54)	\$7,000 to \$20,000	Lump Sum <u>As incurred</u>	Before Opening <u>As incurred</u>	Municipalities, Lessor, or Us <u>Third Parties</u>
Sub-Total (Build Costs)		\$246,440 to \$499,760			

Category	Type of Expenditure (Note 1)	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Other	Opening Inventory (Note 65)	\$5,000 to \$8,000	Lump Sum As incurred	Before Opening As incurred	Us and/or Approved Suppliers or Third Parties
Other	Miscellaneous Opening Costs (Note 76)	\$9,500 to \$28,000	Lump Sum (See Note 6) As incurred	As Incurred incurred	Suppliers, Utilities, Employees, etc. Third Parties
Other	Uniforms	\$400 to \$800	Lump Sum As incurred	Before Opening As incurred	Approved Supplier Third Parties
Other	Insurance (Note 87)	\$3,500 to \$8,300	Lump sum or payment options As incurred	Lump sum or down payment, before opening As incurred	Insurance Company /Agent Third Parties
Other	Travel and Living Expenses While Training (Note 98)	\$1,000 to \$15,000	Lump sum As incurred	As Incurred, before and during training. incurred	Airlines, Rental Car Agencies, Restaurants, Hotels, etc. Third Parties
Other	Marketing Start-Up Fee (Note 10)	\$3,000 to \$5,000 6,000	Lump Sum As incurred	Before Opening As incurred	Us or Third Parties
Other	Additional Funds for First 3 Months of Operation (Note 119)	\$0 to \$52,500	Lump Sum and As Incurred incurred	During First Three Months of Operation As incurred	Us, or Third Parties, and Employees
TOTAL Sub Total (Other Notes 10 – 13)		\$22,400 307,440 to \$117,600 657,860			
TOTALS (Notes 12, 13, 14, 15, and 16)		\$293,840 to \$642,360			

Notes:

~~1. **Initial Investment Cost:** Your initial investment for a new Restaurant depends primarily upon: (1) the number of Restaurants you acquire and/or develop; (2) their size; (3) their configuration; (4) their location; (5) who develops the real estate for and/or constructs them and (6) the amount and terms of financing. The initial funds required must be estimated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our experience and information provided by franchisees. Costs are constantly changing, and your costs may be higher. You should diligently investigate all potential costs before proceeding.~~

~~2. **Real Estate Development Costs:** Real estate/space development costs vary considerably according to the type of Restaurant, real estate values in your area, your real estate interest (leasehold or ownership), location, size of site, code requirements and other factors, including labor, as well as whether you, your landlord, or we develop the Restaurant. Depending upon how your deal is structured, you may pay some or all the actual cost. Factors that typically affect your real estate costs include your cost to negotiate your lease (or buy the property), fair market lease~~

values and lease terms in your area, how the costs to renovate or develop the land, building and other site improvements are allocated between landlord and tenant and interest costs, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another.

Your initial investment may be significantly lower if we or your landlord develops the location, but in that case, your monthly rent will probably be higher. Your rent will likely be based on development costs and reflect a rate of return on the landlord's initial investment, as well as other factors. Commercial leases are typically "~~triple net~~" leases, requiring you to pay rent, all taxes, insurance, maintenance, repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. Rent will likely exceed the landlord's cost of leasing or financing the purchase of the location. You may also have to pay percentage rent. You may also have to make an initial payment into an escrow fund to cover estimated real estate taxes. We cannot predict the cost if you choose to buy the land on which the restaurant will be developed.

Depending on how your deal is structured, you may pay some or all the actual cost. Factors which typically affect your initial investment include your cost to negotiate the lease (or buy the property), local real estate market values, terms under which other locations have been leased, how the costs to renovate or develop the land, building, interior space and other site improvements are allocated between landlord and tenant, interest costs and the negotiations of the parties, among others. Lease terms are individually negotiated and may vary materially from one location or transaction to another. We may recommend that you have a feasibility study done by an architect or engineer before you sign a lease. We estimate this may cost you between \$1,000 to \$3,000. Costs to develop the land, building and other site improvements include architectural, engineering, and legal fees, exterior landscaping, electrical & water hookup, paving, sidewalks, lighting, etc. Some local governments may charge an additional amount for utility connections to offset their costs for maintaining water and sewer plants; these amounts are not included in the above figure. Costs can be higher if soil problems or other environmental issues are encountered. Interior space development may require you to cut floors/roof/walls, and/or bring utilities to your designated space. These ranges do not include unusual costs to bring utilities to the property for hookup or government imposed "~~impact fees~~" (~~see Note 7~~).

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

These estimates are based on our experience and information provided by construction managers and franchisees.

~~2b. Additional Development Costs:~~ Additional development costs include, among others, architectural, engineering, and legal fees. These estimates do not include extraordinary costs due to extensive redesign, permitting, variances, environmental issues, legal obstacles, bringing utilities to space, excessive permit fees, etc. In addition, if you are planning to add a drive-thru your costs will increase.

~~2.~~ ~~3.~~ Equipment, Fixtures and Signs: This amount includes estimated costs of furnishings, installations, equipment, trade fixtures, small-wares, and certain other items on the Restaurant premises, the amount, and specific items of which will vary depending upon the location, size, and

condition of a particular Restaurant. Existing Restaurants bought from existing franchisees have purchase prices that differ based on many variable factors and cannot be estimated. Cost ranges includes tax and delivery estimated at 10%.

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

3. ~~4.~~ Restaurant Technology System: The price ranges reflect minimum to maximum for equipment configurations and solution costs, site preparation and installation for ~~one~~¹ to ~~two~~² POS systems. You may need additional POS systems depending on the size and configuration of your Restaurant. The cost for drive-thru equipment is not included in the above. If your Restaurant has a drive-thru, you can expect to purchase additional equipment. Please note that in addition to the cost of the POS equipment, you will be required to pay monthly and/or yearly maintenance and user fees. ~~-(See Item 11 for additional details.)~~
4. ~~5.~~ Licenses, Permits, Fees and Deposits: The ranges do not include government imposed "impact fees." We estimate such fees, when imposed, can be \$87,000 or more in some markets. Some local governments may also require a performance bond, which is not included in the above range. You must research all municipal/regulatory fees, deposits, licenses fees and permits fees, as these fees vary widely between different municipalities.
5. ~~6.~~ Opening Inventory: Before opening a Restaurant, you must purchase an initial inventory consisting of products from suppliers approved by us. The assortment and number of these items will be based upon the size and configuration of your Restaurant. The estimated cost for the opening inventory of these products varies for different locations, seasons, and the storage capacity of the Restaurant. Your initial inventory of merchandise and supplies needed for the operation of the Restaurant will include ice cream, soft serve ice cream, frozen yogurt, cakes and other products for resale, containers and other paper, plastic or similar goods, fountain supplies (cones, fruits, toppings, syrups, etc.), dry ice, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.
6. ~~7.~~ Miscellaneous Opening Costs: These costs include pre-opening franchisee employee training payroll, utility deposits (e.g., gas, water, electricity, telephone), petty cash (including cash register "Opening Banks"), and other miscellaneous expenses, such as interior landscaping plants, sound system, office supplies, licenses, permits, and banking pre-opening costs. Some of these costs may not be applicable to Baskin-Robbins Restaurant operating from SDO locations and Gas & Convenience Restaurants.
7. ~~8.~~ Insurance: You must provide insurance coverage in accordance with our published standards (as amended from time to time), including but not limited to commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence, employment practices liability coverage with minimum limits in the amount of \$1,000,000 per occurrence, all risk property coverage including, but not limited to, flood and earthquake protection, plate glass coverage, and employers liability and workers' compensation insurance, and maintain other insurance in accordance with our published standards (subject to change), and maintain other insurance in accordance with state law requirements. You also must name us and our owners and affiliates as additional insureds under the required insurance policies. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases.

Initial premiums for commercial general liability insurance are subject to change due to market forces beyond either of our control. The cost of other coverages, including required workers' compensation coverage and your discretionary purchases, varies widely. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Some insurance carriers will offer an installment option, requiring a 20 % - 25 % down payment, before opening. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.

~~8. 9. Training and Related Expenses: We pay the cost of the initial brand training program for a franchisee opening a new Restaurant~~
Travel and Living Expenses while Training: The Initial Training Fee for the first 2 to 4 people to attend the Dunkin' Training Program are included in the IFF, depending on the number of Restaurants you or your affiliates agree to develop and operate.
However, you must pay any associated costs for the initial training for new restaurant team members, including but not limited to training materials, including the cost of the sanitation exam (if applicable to your area), uniforms, accommodations, wages, and travel expenses, if any, for you and your employees. You will need to have an electronic device and Wi-Fi as necessary to access training. If you attend the initial training program in a location other than one of our training facilities, then you may be charged certain additional costs such as travel and related expenses for the trainers, your portion of the costs for the meeting room and such other costs as may reasonably be incurred. ~~You must also pay for training programs conducted during the term of your FA if we believe such training is needed.~~ The above estimated ranges of costs are for one person to attend the Baskin-Robbins initial training program for ~~three~~3 weeks, including transportation, food, and lodging. There may also be additional training time needed to achieve required competency levels. The amount of time required is a function of the individual's ability to personally demonstrate the competencies. This may increase your cost for travel, hotels, and meals for you and/or your designated representative. If you live close to the training facility or a Certified Training Shop, your costs may be on the lower end of the range. Any wages or salaries that you may pay your employees while they attend training are not included in these estimates. You must also maintain worker's compensation insurance coverage for your employees while they are in training. You must pay a \$500 cancellation fee per individual per class per day if you cancel a scheduled class with less than ~~two~~2 weeks' notice. All cancellation fees must be paid in full before a franchisee team member can register for any future classes.

~~10. Marketing Start up Fee: Marketing Start Up fees are used to promote the opening, remodeling, transferring, or relocating of your Restaurant and are applicable for new, remodeled, relocated, or transferred Restaurants and when a brand is added to an existing Restaurant. (See Item 5)~~

~~9. 11. Working Capital~~Additional Funds for First 3 Months of Operation: You may or may not need working capital to support ongoing expenses that are not covered by sales revenue. New businesses may generate negative cash flow. These figures are estimates and we cannot guarantee that you will not have additional expenses in the first ~~three~~3 months of operation. Your costs will depend on factors such as how well you follow our methods and procedures, the sales volume of your Restaurant, your management skill, experience, and business acumen, local economic conditions, the local market for our product, the prevailing wage rate, competition, your rent structure, and your Restaurant site type. Restaurants opening in the cold weather months may be more likely to need working capital in the initial ~~three-month~~3 month period because Restaurant sales are typically lower in the winter months.

~~12. Financing: We do not typically offer financing of any of the above costs.~~

10. Other Factors: Your initial investment for a new Restaurant depends primarily upon: (1) the number of Restaurants you acquire and/or develop; (2) their size; (3) their configuration; (4) their location; (5) who develops the real estate for and/or constructs them and (6) the amount and terms of financing. The initial funds required must be estimated since most costs are not within our control and may change at frequent intervals. These figures are estimates only and we cannot and do not guarantee that your costs will fall within the stated ranges. These estimated ranges are based on our experience and information provided by franchisees. Costs are constantly changing, and your costs may be higher. You should diligently investigate all potential costs before proceeding.

~~13. Other Factors:~~ Baskin-Robbins Restaurants may vary from one another in many respects. For example, Restaurants in urban trade areas may be multi-level with storage, sales, and seating areas on ~~two~~² or more levels, or have limited or no seating. Storage and sales areas may be smaller than typical Restaurants. Specially designed equipment may be necessary. Restaurants in urban trade areas may have no dedicated parking, require elevators, specially designed doorways, have limited access and require greater security measures. This may require special arrangements for deliveries of products and supplies to and from the Restaurant. Trash may require special handling, such as daily pickup. Labor costs may be higher in urban Restaurants due to the Restaurants configuration and competition for available workers, minimum wage requirements and other factors. We encourage you to talk to franchisees who operate Restaurants in similar trade areas to gain a better understanding of how your trade area may vary.

~~14. Permitted Financing: You cannot borrow more than 90% of: (i) the initial investment in the building, site and additional development, equipment, fixtures, and signs for new Restaurant, or (ii) the purchase price for existing Restaurants (“Permitted Financing”).~~

11. ~~15-Combo Restaurants:~~ The costs to develop a Combo Restaurant are similar to the costs to build a ~~traditional Dunkin’ location~~^{Baskin-Robbins Restaurant}; however, Combo Restaurants will have an additional equipment ~~component that is further detailed in Item 11 of this Disclosure Document~~^{requirements}. You will find build costs for the Dunkin’ portion of the Combo Restaurant in the Dunkin’ ~~Disclosure Document~~^{disclosure document}. We encourage you to talk to franchisees who operate Combo Restaurants in similar trade areas to gain a better understanding of how your costs may vary.

~~16. Capital Contribution Incentives: Under the Capital Contribution Incentive and Relocation Capital Contribution Incentive, if you begin construction sufficiently before the Required Opening Date and we reasonably believe you will complete construction and open the Restaurant by the Required Opening Date, we will provide you with the following credits:~~

12. Incentives:

New Restaurant Capital Contribution Incentive. If you qualify for the New Restaurant Capital Contribution incentive program, then in addition to the benefits described in Item 5 above, we will provide you with the following:

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

~~e) \$5,000 refund credit after the Restaurant has been open for 5 years, if you refurbish the Restaurant as required under the Franchise Agreement; and~~

~~d) \$20,000 refund credit after the Restaurant has been open for 10 years, if you remodel the Restaurant as required under the Franchise Agreement.~~

~~If you fail to open your Restaurant by the Required Opening Date, we may rescind the capital contributions and require you to pay us any capital contributions we paid to the equipment vendor.~~

~~If you sign an SDA before March 31, 2024 and are in compliance with the terms and conditions of the SDA and applicable franchise agreement, then we will provide you with an additional \$20,000 equipment credit for your second and subsequent Restaurants developed under the SDA if you open those Restaurants within 3 years of signing SDA and within 1 year of opening the Restaurant previously developed under the SDA.~~

We describe the conditions to qualify for the New Restaurant Capital Contribution incentive program in Item 5.

Remodel Capital Contribution Incentive. The “Remodel Capital Contribution” incentive program is designed to provide assistance to existing franchisees who desire to remodel their existing Restaurant in connection with signing a new Franchise Agreement. You may qualify to participate in the Remodel Capital Contribution incentive program if (a) under your existing franchise agreement you are required to remodel your Restaurant one or before December 31, 2024, (b) you sign a renewal Franchise Agreement on or before December 31, 2024 to remodel your existing Baskin-Robbins Restaurant, and (c) you complete the remodel prior to the remodel due date under your existing franchise agreement. You may also qualify to participate in the Remodel Capital Contribution incentive program if (i) under your existing franchise agreement you are required to remodel your Restaurant on or after January 1, 2025, (ii) you sign a renewal Franchise Agreement to remodel your existing Baskin-Robbins Restaurant, and (iii) you complete the remodel prior to December 31, 2024.

Under the Remodel Capital Contribution incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you re-open the remodeled Restaurant, you complete remodel and open the Restaurant before the remodel required opening date, you submit all development costs to us within 120 days of opening the Restaurant(s), and you remodel the Restaurant(s) in the design and to the specifications we approve, then (a) we will provide you with a \$10,000 credit to be paid first to the cost for new exterior signage, and then to any other qualifying equipment, and (b) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement and/or Development Agreement), the Remodel Capital Contribution will not apply. The Remodel Capital Contribution incentive program does not apply to Combo Restaurants.

13. Multi-Brand Locations: If we permit you to develop a Baskin-Robbins Restaurant at a Multi-Brand Location, you may incur additional expenses to establish the Other Restaurant(s), including initial franchise fee, initial training program, computer system, signage, fixtures, furniture, equipment, initial inventory, and other expenses. You will find the build costs and other costs to establish each applicable Other Restaurant(s) in the Other Franchisor’s franchise disclosure document. You may

pay less than the cumulative total estimated initial investments for both a Baskin-Robbins Restaurant and Other Restaurant if certain expenses overlap, such as rent and insurance.

ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

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

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

~~–You must conform to our high and uniform standards of quality, safety, cleanliness, appearance, and service. We anticipate that our standards will change over time, and you are expected to adhere to these changes.~~

~~All food and beverage products, supplies, equipment and materials of your Restaurant(s) and services to your Restaurant must meet our specifications, standards, and requirements. You must purchase these items from suppliers that we approve (including manufacturers, distributors and other providers of goods and services). Currently, there are no items for which we or any of our affiliates are approved suppliers or the only approved suppliers.~~

~~To our knowledge, there are no approved suppliers in which any of our officers or directors own an interest (not counting interests possibly owned through mutual funds).~~

Every supplier must demonstrate to our satisfaction that it can meet all of our specifications, standards, and requirements and has adequate capacity to supply our franchisees' quantity and delivery needs, which may mean, among other things, the ability to supply all franchisees in the System. ~~The quality assurance requirements described in the Quality Expectations Acknowledgement must be agreed to by suppliers before being approved. We do not anticipate making the document or other aspects of our supplier approval process available to you. We do make our~~We provide our relevant standards and specifications available to approved suppliers, ~~but our specifications are~~ and is not available to you. ~~Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands in (and between) our Systems, b) economies of scale achieved by larger volumes, and c) certain other benefits that a particular supplier may offer, such as new product development capability. When approving a supplier, we take into consideration the System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier for any reason. A list of approved suppliers is available on request. You can expect that the items you will have to purchase from approved suppliers in accordance with our specifications represent over 95% of the total purchases for establishing and operating the franchised business. Suppliers are required to share shipping, distribution, and all other information with us, and you will be required to cooperate~~in the Manuals.

If you wish to use a supplier we have not previously approved, you ~~and/or the supplier~~ may request approval by submitting the request to us in writing. Our criteria for approving alternative suppliers is not available to you or your proposed ~~suppliers~~supplier. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. ~~We~~You must reimburse us for the costs we incur to test the samples from the suppliers, and we expect that the cost of testing will range from \$1,000 to \$10,000 depending on the complexity of the products or services. All requests will be reviewed in accordance with our then-current policies and procedures, and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards, and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards, and requirements ~~at any from~~ time. There to time, and there is no limit on our right to ~~do so. If the supplier that you propose is initially approved or disapproved, we~~change our specifications, standards and requirements. We will notify you and the supplier within ~~90 to~~180 days depending on the nature of the products or services of your initial request. If you do not receive a response from us within 180 days from your initial request, your request will be deemed disapproved. We may withdraw our approval of any supplier at any time if the supplier's performance does not meet our ~~criteria, we change our~~ specifications, standards ~~or, and~~ requirements ~~or other reasons. You or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process whether the supplier is approved or not.~~

We may limit the number of ~~potential~~ suppliers that we may consider for approval and for ~~some categories of certain~~ products, and we ~~have and~~ may in the future designate ~~a third party or ourselves, any of our affiliates, or any third parties~~ as an exclusive supplier. ~~We have exclusive supplier arrangements for some categories of~~ for one or more products or services including: ~~ice cream production and distribution, fountain and packaged beverage products, packaging materials, upright freezers, and dipping cabinets and distribution.~~

You may only develop the Restaurant at a site that we have accepted. The Restaurant and any parking area or other real estate appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and

Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

~~Dairy Farmers of America is currently the exclusive manufacturer and distributor to Baskin-Robbins franchisees (with some exceptions) of ice cream, sherbet, soft-serve ice cream and yogurt, ices, sorbets, quick frozen fruit, ice cream and yogurt novelties, toppings, cakes, rollcakes, and other related products. In March 2021, exceptions to this exclusivity may include certain ice cream novelties (including ice cream sandwiches), cakes and quarts. We reserve the right to manufacture using approved sources or distribute the products ourselves or through other third parties. You must purchase your soft-serve equipment from an approved supplier. Currently, there is only one approved supplier.~~

~~In regions serviced by the National DCP, LLC (NDCP), dry goods may be distributed to the Baskin-Robbins System by the NDCP.~~

Restaurant Technology Systems

~~If you are opening a new Restaurant, renewing your FA, remodeling an existing Restaurant or purchasing an existing Restaurant, you are required to purchase, install and use an electronic POS system that we approve. (See Item 11).~~

Revenues Received By Us Or An Affiliate In Consideration Of Your Purchases

~~In the past, when our affiliate, DBI Stores LLC, owned and operated Restaurants, it received prices, patronage discounts, and/or allowances from suppliers on the same basis as other franchisees. However, as of the date of this disclosure document, none of our affiliates own or operate any Restaurants.~~

If you have not already done so before executing the Franchise Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease, attached here as Exhibit F of the FDD. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of the Franchise Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of the Franchise Agreement, including any extension or renewal, at triple-net fair market value rent for comparable Baskin-Robbins Restaurant locations with arms-length leases. If you If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional. If you purchase or lease the premises from us or one of our subsidiaries or affiliates, we may or our affiliates will derive revenue from you in the form of base and percentage rent payments, tax, common area and other payments. In some cases, your payments to us may exceed our costs. the purchase or lease.

~~If you buy an existing Restaurant from us, we may derive profit from your acquisition in excess of our cost to acquire and, in some cases, refurbish or remodel the Restaurant. We occasionally sell our real estate interest in a Restaurant to the franchisee that holds the FA for that Restaurant.~~

~~In the fiscal year ending December 31, 2022, Baskin Robbins entities (including us and our related Baskin Robbins affiliates) had total U.S. revenues of \$52,318,302. Of that amount, its rental revenue from franchisees represented 7.9% (\$4,121,382), and its revenue from required purchases represented 25.1% (\$13,143,368). Revenue from required purchases generally means revenue received by Baskin Robbins entities resulting from the distribution of products to you from Dairy Farmers of America, and licensing fees from other vendors who produced certain items using Baskin' Robbins proprietary recipes, formulas and/or processes, as well as fees earned from franchisee access to online training programs required by the FA. If you operate your Restaurant in Alaska, Hawaii, the Central States, or the Pacific Northwest, in exchange for a reduced CFF, you will pay higher prices than similarly situated Baskin Robbins® franchisees for the products that you must purchase from Dairy Farmers of America, and we or our affiliates will receive a rebate ranging between 5% and 45% of your purchases of these products.~~

~~Other suppliers may contribute money to the applicable advertising fund or to other marketing and sales promotion programs. This money may be for their portion of a joint marketing program. Other than the above, no other revenue was derived by us or our affiliates from required purchases and leases by franchisees of products and services in the most recently completed fiscal year (as of the date this Disclosure Document was prepared).~~

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

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

During the 2023 fiscal year, we derived revenue from the franchisee's payment of the initial and on-going fees for the franchisee's access to and participate in The Center and from the franchisees' required purchases (\$13,234,953, or 13.27% of our total revenue of approximately \$99,722,000). Additionally, during the 2023 fiscal year, our affiliates received a total of \$4,031,838 from the sale or lease of products and services to the franchisees, including all payments from franchisees under their leases with our affiliates. Other than these amounts, neither we nor our affiliates derived any revenue during the 2023 fiscal year from selling or leasing products or services to franchisees.

There currently are no purchasing or distribution cooperatives. We, our affiliates, and our designees currently negotiate purchase arrangements with suppliers (including price terms) for certain goods and services. In doing so, we, our affiliates, and our designees seek to promote the franchise system's overall interests and our interests as the franchisor (rather than the interests of any particular franchisee). We do not provide material benefits to you for purchasing particular products or services or using particular suppliers.

Distributor Commitment Program Multi-Brand Locations

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

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

~~At some point in the future, you may be required to become a member of the National DCP, LLC ("NDCP"). The NDCP is a Delaware limited liability company owned by Dunkin' franchisees. We approve all suppliers of products as part of this program. The NDCP may purchase, on behalf of participating Restaurants, quantities in excess of current short term Restaurant needs. Advance purchases may occur for any business reason, including to minimize the impact of anticipated price increases, shortages, or outages. The NDCP is organized as a cooperative to pass on savings to its members through lower prices and patronage dividends. The corporate office for the NDCP is in Duluth, Georgia. Distribution Centers of the NDCP are located in Bellingham, Massachusetts (Northeast), Groveland, Florida (Southeast), Westhampton, New Jersey (Mid Atlantic), Lockport, Illinois (Midwest), Twinsburg, Ohio (MW) Colonie, New York (Upstate NY), Greensboro, North Carolina (Carolinas), McDonough, Georgia (Central Southeast), and Phoenix, Arizona (SW). (Note these regions are different from regions described elsewhere in this Disclosure Document.) To obtain goods and services from the NDCP, you are required to become a member. To become a member, you must execute a membership agreement that requires you to exclusively purchase your food and supply requirements, as well as certain services, that the NDCP offers to its members for sale. The membership agreement requires, among other things: (i) payment of a one-time membership fee, which is currently \$2,500 per participating Restaurant; (ii) providing a personal guarantee to the NDCP; and (iii) agreeing to the then-current membership terms applicable to like members, including payment terms.~~

~~We do not participate as a member of the NDCP; except however, to that extent our affiliates would participate as a member if they operated any Restaurants. Our participation in the NDCP is limited to having a voting member on the NDCP Board of Directors. This position is currently held by our Chief Growth Officer.~~

~~We and/or the NDCP may negotiate purchase arrangements or terms (such as price) with suppliers for the benefit of franchisees and the System as a whole. We reserve the right to receive fees or other consideration in exchange for rights licensed or granted, or services rendered to third parties, including vendors. We do not guarantee the availability of independent sources of supply for any particular product or service required to establish or operate your Restaurant.~~

~~If you add a Dunkin' to an existing Baskin Robbins Restaurant or purchase or build a Combo Restaurant, you will need to be a member of the NDCP, which is the exclusive purchasing and distribution entity for the Dunkin' System.~~

~~We do not provide any material benefits to franchisees in return for their purchase of particular products or services or using designated suppliers.~~

**ITEM 9:
FRANCHISEE'S OBLIGATIONS**

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

The Abbreviations Used in the Table	
FA	Franchise Agreement
Combo FA	Dunkin'/Baskin Robbins Combo Franchise Agreement
SDA	Store Development Agreement
Combo SDA	Dunkin'/Baskin Robbins Combo Store Development Agreement

	Obligation	Section in<u>In</u> Agreement*	Disclosure Document Item
a.	Site selection and acquisition/lease	FA/Combo FA: §2.5, §3.0, §16.0 SDA/Combo SDA: §3.A <u>and 3.B</u> <u>SDA: 4</u>	Items 1, 6, 7 & 11
b.	Pre-opening purchases/leases	FA/Combo FA: §7.0.2, §7.0.4– §7.0.5-13.C, 7.A, 7.F	<u>See a. Items 1, 6, 7 & 11</u>
c.	Site development and other pre-opening requirements	<u>FA: 3</u> <u>MBA: 4(d)</u> FA/Combo FA: §3.0 SDA/Combo SDA: §3.A. SDA: 4	<u>See a. Items 1, 6, 7 & 11</u>
d.	Initial and ongoing training	<u>FA: 4</u> FA/Combo FA: Contract Data C.2., §4.0–§4.2 <u>MBA: 5</u>	Item 11
e.	Opening	<u>FA: 3.C</u> FA/Combo FA: §1.0–§1.06 <u>SDA: 1</u>	Item 11
f.	Fees	FA/Combo FA: Contract Data: C- F., §4.0, §5.0–§5.8, §6.0, §13.2– §13.2.1, §14.4.4, §14.7.1 SDA/Combo SDA: §2, §4., §6., §9.C., §9.D., Ex. B. <u>FA: 5</u> <u>SDA: 3</u>	Items 5 <u>&</u> , 6 <u>&</u> 11

	Obligation	Section in In Agreement*	Disclosure Document Item
g.	Compliance with standards and policies/operating manual	FA/Combo FA: §2.2—§2.5, §3.0, §4.1, §5.1, §7.0—§7.6, §8.0—§8.2, §12.0, §13.1, §14.4.2, §14.5, §14.7.4 SDA/Combo SDA: §3.A., §4, §8. FA: 1.C, 3, 7.A MBA: 4(e)-(g), 5 SDA: 4.A	Item 11
h.	Trademarks and proprietary information	FA/Combo FA: §2.0—§2.4, §9.0—§9.4, §10.0—§10.1, §10.3—§10.5, §14.0.3, §14.4.1, §14.5—§14.6, §14.7.3, §14.7.7 SDA/Combo SDA: §7, §11.9	Items 13 & 14
i.	Restrictions on products/services offered	FA/Combo FA: §2.0, §7.0.4—§7.0.5.1, §7.0.9, §7.5.7.A	Item 16
j.	Warranty and customer service requirements	FA/Combo FA: §2.5, §7.0.6, §7.0.7, §7.6.7.A, 7.G	Item 11
k.	Territorial development and sales quotas	SDA/Combo SDA: 2.C SDA: 1.A, 2.A	Items 1 & 12
l.	Ongoing product/service purchases	FA/Combo FA: §7.0.4—§7.0.5.7.A, §7.5.7.F	Item 8
m.	Maintenance, appearance and remodeling requirements	FA/Combo FA: Contract Data G, §2.2, §2.4(b)(vii), §2.5, §3.0, §7.0.2, §8.0—§8.2 FA: 8 MBA: 4(a), 7	Item 11
n.	Insurance	FA/Combo FA: §12.0—§12.2.12.A	Items 6 & 8
o.	Advertising	FA/Combo FA: Contract Data D & E, §5.1, §5.3, §5.4, §6.0—§6.3, §9.1 6	Items 6 & 11
p.	Indemnification	FA/Combo FA: §9.5, §12.2, §14.9.12.B	Item 6
q.	Owner's participation management/staffing	FA/Combo FA: §7.0.6, §7.4.7.E	Items 11 & 15
r.	Records/reports	FA: 11 FA/Combo FA: §5.2—§5.4, §5.8, §7.0.3, §11.0—§11.3.3MBA: 4(g)	Item 6
s.	Inspections/audits	FA: 7.C FA/Combo FA: §7.2, §11.2, §14.4.1, §14.4.2MBA: 6	Items 6 & 11
t.	Transfer	FA: 13 FA/Combo FA: §13.0—§13.4 SDA/Combo SDA: §9MBA: 8(b) SDA: 8	Item 17

	Obligation	Section in In Agreement*	Disclosure Document Item
u.	Renewal	FA/Combo FA: §2.4(b) 2.B MBA: 3 SDA/Combo SDA: §4.6.B, 6.C	Item 17
v.	Post-termination obligations	FA/Combo FA: §10.2, §10.3, §14.6—§14.7.7 FA: 10.C, 14.E MBA: 8(d) SDA: 7.B	Item 17
w.	Non-competition covenants	FA: 10 FA/Combo FA: §10.1—§10.2 SDA: 9	Item 17
x.	Dispute resolution	FA/Combo FA: §15.0—§15.3 15 SDA/Combo SDA: §10: 9	Item 17
y.	Other (describe) General Release of Claims and Guaranty	FA: 2.B, 13.C, 13.D None SDA: 6.C, 8.C, 8.D	Item 17 and Exhibit I

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

ITEM 10: FINANCING

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

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

A. Franchisor’s Assistance

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

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

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

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

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

Initial Services:

If you are acquiring a Store Development Area by executing an SDA, we will determine the Store Development Area, the number of Restaurants you must develop and the development schedule. This information will be included in a schedule to your SDA.

The following are our obligations prior to or at the opening of your Restaurants:

1. Most Restaurants are developed by franchisees who find their own locations. Many negotiate their own real estate interest in their Restaurant location. If you are developing a new Restaurant, we will approve the location if it meets our standards. Our approval of a location is not and should not be a guarantee of success at that location. We will provide you with a copy of our standard plans and specifications for the brand(s) and type of Restaurant you will develop. You must conform the premises to all codes and ordinances and obtain all required permits. You must construct the location to our standards and subject to our approval. (See Section 3 of the SDA, Contract Data Schedule, G and Section 3 of the FA.)

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

1. Update the System, Standards, Manuals, and Proprietary Marks from time to time. (Franchise Agreement Section 1.C)
2. Provide on-going training. (Franchise Agreement Section 4.A)
3. Maintain an advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. (Franchise Agreement Sections 4.C)
4. Consult with the franchisee advisory council (or its successor) from time to time. (Franchise Agreement Sections 4.D)
5. ~~2. We will provide you the standards for designing, constructing, and equipping~~ Advise you regarding the manner and timing of the marketing start-up of your Restaurant. (See ~~Franchise Agreement Section 3 of the FA.)~~ 5.B)

3. If you are opening a new Restaurant, we will make an initial training program available to you and/or your designated representative. If you are purchasing an existing Restaurant or need to have additional individuals attend training, you will pay an additional fee. You (and/or your designated representative) must successfully and timely complete the training program to become (or remain) a franchisee. (See Section 4 of the FA.)

6. [Maintain the Baskin-Robbins Advertising and Sales Promotion Fund. \(Franchise Agreement Section 6.A\)](#)
7. [Review advertising and marketing materials you prepare or cause to be prepared. \(Franchise Agreement Section 6.B\)](#)
8. [Specify the form and manner of records and reports you must submit to us. \(Franchise Agreement Section 11.B\)](#)
9. [Provide you notice of SDO opportunities in your Store Development Agreement. \(Store Development Agreement Section 2\)](#)

Site Selection: and Lease

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

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

~~If you submit a site for our consideration, you must provide us with all required information about the site. You must not sign a lease for a site before we approve it unless it is conditioned upon our site approval. You may not begin any construction on a site until we have approved the site. We do not typically pay "finders' fees" for sites. We also do not generally own or take a prime lease on real estate and then lease it to our franchisees. We are not required to assist you in negotiating the purchase or lease of the site, but we may do so in some cases.~~

~~To develop a new Restaurant(s), you may be required to sign an SDA. Under SDAs, you are responsible for locating and securing sites within boundaries. You cannot develop a site until we approve it. We will not reimburse you for any costs you incur with respect to any location that you submit to us for approval. While we try to promptly review nominated sites, there is no specified time in which we must~~

~~respond to your approval request. If you request renewal of your SDA, we will reassess the potential of the Store Development Area for further development (See Section 4 of the SDA).~~

~~If you construct your Restaurant, we will provide you standard, generic plans and specifications for the improvements, furnishings, fixtures and decor of the type of Restaurant approved for your site. You must then, at your expense, have specific plans and specifications for construction or conversion of the space for the Restaurant (and conforming to local ordinances and building codes, as well as obtaining the necessary permits) prepared by a licensed architect. Before you may begin construction, we must approve these plans and specifications and any changes made during construction in writing. All construction will be at your sole expense. Within 60 days following the opening of the Restaurant you are required to provide us with information regarding the costs you incurred to build the Restaurant on a form we provide to you. Failure to provide this cost information may impact your right to pursue future development of Restaurants.~~

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

Franchise Agreement. If you develop your Restaurant under a Franchise Agreement without first signing a Store Development Agreement, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date identified in the Franchise Agreement. You may only develop a Restaurant at a site that we have accepted. When determining whether a site meets our requirements, we consider the location, occupancy costs, proximity to major retail activity, traffic volume and speed, density of nearby population (resident or daytime), competition and potential for encroachment on other Restaurants of the same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities, and other factors. We generally issue a notice to proceed between 60 and 90 days after receiving the required information related to the proposed site. If we disapprove of a site, you must submit alternative proposed site locations for the Restaurant, including a complete site report, in time to open the Restaurant on or before the Required Opening Date identified in the Franchise Agreement.

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

Construction and Opening the Restaurant

The typical length of time between the signing of the Franchise Agreement and commencing operations of your Restaurant is between 8 to 15 months. You may not begin construction of your

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

~~You must ensure, prior to the opening of the Restaurant, that the Restaurant is accessible to and usable by persons with disabilities and meets the Standards for Accessible Design for new construction in the ADA Accessibility Guidelines (“ADAAG”) or any more stringent accessibility standard under applicable federal, state or local law.~~ open and begin operating the Restaurant, in accordance with our Standards and other provisions of the Franchise Agreement, on or before the Required Opening Date specified in the Franchise Agreement. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open. If you do not open your Restaurant on or before the Required Opening Date identified in the Franchise Agreement, we may terminate your Franchise Agreement.

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

If we permit you to operate the Baskin-Robbins Restaurant at a Multi-Brand Location, you may not open and begin operating the Restaurant unless the Other Restaurant is also open and in operation. (Section 4(d) of the MBA) If we permit you to operate the Restaurant at a Multi-Brand Location, you must design and construct, and/or make modifications to the Restaurants layout, design, equipment and fixtures that we periodically specify to reflect the Restaurant’s operation at a Multi-Brand Location. You must notify customers, and the design and layout must reflect, in the manner we periodically specify that the operation of the Other Restaurant(s) is separate from and independent from the Restaurant. At our option, you may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Restaurant or only for the business associated with the Other Restaurants. (Section 4 of the MBA)

Advertising and Marketing

Time Required to Open Business:

~~The typical length of time between the signing of the SDA and opening the first Restaurant under the SDA for business is 8 to 15 months. If you do not open your Restaurant within 15 months after signing the FA, then we will have the right to terminate the FA. (See Section 3 of the FA.)~~

~~The above time estimates do not include relocations. In addition, there may be an additional three to six months between the time you initially identify a site and the date on which you sign a FA. Factors affecting the elapsed time include lease or purchase negotiations, zoning procedures, financing applications, local ordinances and approvals, obtaining licenses and permits, construction delays, weather conditions, shortages, delays in installing equipment and signs, development or construction not in accordance with our requirements, labor disputes, acts of God, and other reasons. If you do not present an acceptable site, or if we otherwise do not approve a site that you have presented, then you may not open your Restaurant.~~

Continuing Services: Marketing Start-Up

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

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

~~The following are our obligations during the operation of your Franchise:~~

- ~~1. We will maintain a continuing advisory relationship with you, providing such assistance, as we deem appropriate regarding the development and operation of the Restaurant(s). (See Section 2 of the FA.)~~
- ~~2. We will provide you with standards for the location, physical characteristics and operating systems of Restaurants and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of guests who patronize our System. We make those standards available to you in our manuals and in other forms of communication, which we may periodically update. (See Section 2 of the FA.)~~
- ~~3. We will review advertising and promotional materials that you propose to use. (See Section 6 of the FA.)~~
- ~~4. We will administer the Baskin-Robbins Advertising and Sales Promotion Fund (the Fund) and direct the development of all advertising, marketing, and promotional programs for the System. (See Section 6 of the FA.)~~
- ~~5. We may conduct periodic national or local promotional campaigns during which a specified product or products must be given away or promoted at a specified price. If we designate~~

~~that program as mandatory, you must participate fully in that program. For example, Baskin-Robbins franchisees are required to participate in “Celebrate 31” held seven times a year and in the Baskin-Robbins Birthday Club (and redeem a guest’s coupon for a free scoop of ice cream). (See Section 6.2 of the FA.)~~

~~6. If you request renewal of your SDA, we will reassess the potential of the Store Development Area for further development. (See Section 4 of the SDA.)~~

B. Advertising

Advertising Cooperatives:

~~We do not require or employ any advertising cooperatives. We do, however, administer and direct the development of advertising and promotional funds as described below.~~

Your Own Advertising:

~~Under certain circumstances, you may use your own local advertising. To do so, you must follow our brand guidelines and obtain our prior approval of all your local advertising and promotional plans and all materials you would like to use, and it will be at your own expense.~~

Sale of Franchises:

~~Except as expressly disclosed below, none of the advertising fees collected from franchisees are used to pay to advertise or promote the sale of our franchises.~~

Franchisor Restaurants:

~~Restaurants owned by our affiliates, if any, contribute to the Fund on the same basis as other franchisees.~~

The Baskin-Robbins Fund:

We have established and administer the [Baskin-Robbins Advertising and Sales Promotion Fund \(the “Fund”\)](#), and direct the development of all advertising, marketing, and promotional programs for the System.

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

ensure that you benefit directly or on a pro rata basis from the Fund's activities. ~~As of the date of this Disclosure Document, most~~ At our discretion, the scope of individual advertising funds are spent for ~~national~~ programs may be local, regional, or national.

~~We currently engage several outside agencies to provide advertising content for the Fund.~~

~~The Fund's fiscal year coincides with our fiscal year. At the end of the most recently concluded fiscal year (December 31, 2022), the following unaudited percentages of funds received were spent on production (11.5%); media placement (35.5%); point of purchase ("P.O.P.") materials (9.9%); administrative (15.7%); and other (22.5%). "Other" includes market research, sponsorships, readiness kits (to prepare you and your staff for marketing programs), public relations, sports marketing, agency and professional fees and other items.~~

~~We may use up to 20% of CAF contributions from your Restaurant to, at our discretion, provide for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the Baskin-Robbins brand. As part of administrative expenses, the Fund pays us amounts equivalent to salaries, benefits, and other compensation expenses, travel, rent, and other expenses incurred by us in our administration of the Fund. The balance of the CAF contributions, including any interest earned by the Fund, is used for marketing, advertising, and related expenses, which include various marketing and promotional activities and the costs to prepare, produce and distribute advertising, marketing, and related materials.~~

All franchisees are required to contribute to the Fund; however, franchisees that operate their Baskin-Robbins Restaurants from SDO locations, franchisees that operate in certain markets, and franchisees that qualify for certain incentives may contribute to the Fund at reduced rates. We and our affiliates contribute to Fund on at least the same basis as franchisees for any Baskin-Robbins Restaurants that we or they own. Contributions to the Fund not spent in the fiscal year in which they accrue are first used to offset any deficit carried over from the prior year, and then any additional amounts are carried forward to the next year ~~and spent on Fund expenses. Under the FA, we must.~~ Upon your request, we will provide you with a copy of the audited statement of receipts and disbursements for the Fund ~~if you request it in writing. The Fund that~~ is audited annually by an independent, certified public accountant, for each fiscal year of the Fund.

During our 2023 fiscal year, the Fund spent 16% on marketing materials production, 31.6% on media placement, 7.9% on point of purchase materials, 17.3% on administrative costs, and 27.2% on other costs and expenses, including digital and delivery promotions, public relations, local marketing programs, innovation tests, gift cards support, agency and professional fees, and other costs and expenses.

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

~~If two-thirds of the Restaurants vote nationally excluding Hawaii and Alaska (regarding national programs), or regionally, or locally (regarding regional or local programs) to pay advertising fees greater than 5.0 % for a certain time or program, then you must also pay the same greater advertising fees, even if you did not vote to make such payments. Advertising fees greater than the standard 5.0 % of Gross Sales will be used for their intended programs.~~

~~All franchisees are required to contribute to the Fund, however, franchisees with Restaurants in certain captive audience locations or SDOs (such as hospitals, train stations, airports, etc.) contribute at a~~

~~reduced rate (See Item 6). We have the right to reduce CAF (in some markets, we have already done so), which we may do (whether on a temporary or some other basis) in some markets, but not others.~~

Baskin-Robbins Brand Advisory Council (BAC):

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

Local Marketing

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

Additional Marketing

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

Multi-Brand Locations

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

~~C.~~ **Technology and Computer Systems**

Restaurant Technology Systems—Approved Platform:

Overview

All Restaurants are required to ~~have, and you must purchase,~~ or lease and use in the operation of the Restaurant the “Restaurant Technology System—designated by us” that we designate for the size and configuration of your Restaurant only from our approved and designated suppliers (which may include us or our affiliates). We may grant limited exceptions for certain components of the Restaurant Technology System in ~~highly~~-atypical ~~and rare~~-circumstances, ~~based on~~such as unique contractual obligations of the

~~host environment~~Premises. In such circumstances, you may be required to purchase additional equipment and incur additional costs. You will use the Restaurant Technology System to process credit and gift cards, accept mobile orders and payments, accept online orders and payments, configure and present menu items, pricing, and taxation, access your back-office systems, access and run your video surveillance systems, run your drive thru, use the Baskin-Robbins learning and marketing programs and courses, and connect to the Internet. ~~You and your franchise team members must complete initial and ongoing training for the Restaurant Technology System, as we require.~~

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

Approved Vendors:

~~All components, including the installation and on-going maintenance programs, of the Restaurant Technology System must be purchased, provided, and installed by vendors that we have approved. Among other things, our vendors make special modifications to their equipment and systems to comply with our Restaurant Technology System requirements. All Restaurants are required to comply with the construction and wiring standards relating to the Restaurant Technology System, including dedicated isolated grounded power, dedicated business class Internet for use solely with the Restaurant Technology System and its approved components.~~

Access to Information:

~~We require that you provide us and our Restaurant Technology System vendors continuous independent access to data from your Restaurant Technology System, through an approved high speed network solution by the Store Network. There is no contractual limitation on our right to access or use the information on your Restaurant Technology System (except that we will not review and will not have access to or ownership of guests' in-store payment card details).~~

Continuous Operational Condition:

We require that you maintain all components of the Restaurant Technology System in ~~"continuous operational condition"~~compliance with our Standards, and ~~that~~ you must have maintenance agreements in place with approved ~~vendors in place for all components. The~~and designated suppliers for all components of the Restaurant Technology System ~~and cost ranges are described in detail in this section. You must maintain the Restaurant Technology System in conformity with our standards and requirements, as well as local, state, or federal laws, rules and regulations, and payment card industry (PCI) and other industry standards.~~ You may be periodically required to upgrade the Restaurant Technology System, and those upgrades will be at your sole cost and expense. ~~Those upgrades will require maintenance to be performed on the equipment. Approved vendors may provide maintenance services on a contractual basis.~~ There are no contractual limitations on the frequency, or limitations on the cost, of your updating/ or upgrading obligations.

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

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

~~If you are buying an existing Restaurant with an older system or one that does not otherwise comply with our required Restaurant Technology System, we will require you or the seller to purchase and install the then current Restaurant Technology System components in the Restaurant prior to transfer as a condition of our approval of the transfer. If you are remodeling an existing Restaurant with an older system, we will require you to purchase and install the then current Restaurant Technology System components, as well.~~

~~It may be more expensive to install equipment in an existing Restaurant than in a new Restaurant. Hardware and software costs will vary according to the minimum configuration we determine for your Restaurant, for example, the number of point of sale terminals, the size of counter and presence of drive-thru, printers, digital displays screens, media players, prep station and sandwich station devices, plus any additional supported optional equipment you may choose.~~

~~We may designate certain additional equipment and/or technology as optional or required within your Restaurant. If we later designate any such items as required, you will be responsible for complying with such requirements.~~

Estimates:

~~The figures noted in this Item 11 are estimates based on our experience. These figures may vary depending on the size and configuration of your Restaurant.~~

Restaurant Technology System Components

~~The range of costs provided below for these components does not include any applicable taxes and freight or any additional or expedited products or services.~~

1. Point of Sale ("POS") System for Baskin-Robbins Standalone Restaurants:

(A) Point-of-Sale ("POS") System. We require you to process and record all your sales on POS system. The POS systems can record accumulated sales and cannot be turned back or reset and they retain data in the event of power loss. Microsoft Operating System patching and anti-virus

software license and associated updates and management are included in your Annual Maintenance package noted below. The current cost for the POS System is as follows:

Concept	# of POS	# of VDU	# of Prep	Estimated Initial Cost Range	Estimated Annual Fees and Maintenance*
Single Terminal Configuration	1	0	0	\$3,190 <u>3,350</u> to \$4,070 <u>4,274</u>	\$880 <u>924</u>
2 Counter Terminal Configuration	2	0	0	\$5,060 <u>5,313</u> to \$6,600 <u>6,930</u>	\$1,650 <u>1,733</u>
Single Terminal Configuration with Drive-Thru	2	0	0	\$5,060 <u>5,313</u> to \$6,600 <u>6,930</u>	\$1,650 <u>1,733</u>
2 Counter Terminal Configuration with Drive-Thru	3	0	0	\$6,710 <u>7,046</u> to \$9,020 <u>9,471</u>	\$2,530 <u>2,648</u>

~~Note 1: Microsoft Operating System patching and anti-virus software license and associated updates and management are included in your Annual Maintenance package noted above.~~

~~Note 2: If you are buying an existing Restaurant with a current POS system, the vendor may charge you a fee for the transfer of ownership of the system.~~

Definitions:

- ~~“VDU” refers to video display unit~~
- ~~“Annual Maintenance” includes POS System hardware maintenance, POS software maintenance, and service desk. Unless specifically listed below, the maintenance cost above includes updates and upgrades.~~
- ~~And “Initial Cost” includes Hardware (POS, scanner, printer, etc.), software, staging, installation and training materials, service desk and maintenance. It does not include travel and other incidental costs associated with training, if necessary. You and your employees must complete initial and ongoing training for Restaurant Technology System, as we require.~~ This is a self-install and self-train model.

~~The costs outlined in the Table above do not include the following other required Restaurant Technology components, listed below.~~

(B) 2-POS Peripherals - Barcode Scanners & Price Configuration Display-(PCD):

~~Each front counter POS and Drive-Thru drive-thru cashier POS unit, except for the Drive-Thru drive-thru order taker POS, will be required to have a barcode scanner and PCD price configuration display integrated into the POS system.~~

(C) 3-Manager’s Computer Workstation:

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

(D) ~~4-Nutritional Labeling Printer:~~

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

~~5-Store Network:~~

(E) [Store Network.](#) All Restaurants are required to have dedicated, high-speed Internet access for use with the POS and other Restaurant Technology System components at the Restaurant. We require you to purchase business class high-speed internet with a minimum bandwidth of 35 Mbps (download) by 5 Mbps (upload) from a provider approved by us, or in accordance with specifications set by us. Additionally, we require that you install, use, and maintain in continual operational condition a network firewall provided by a vendor approved by us. The hardware and licensing range from \$300 to \$425. The installation cost ranges from \$150 to \$520. Monthly maintenance costs range from \$19 to \$35, per Restaurant.

(F) ~~6-Service Desk Services:~~

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

(G) ~~7-Credit Card Processing Services / Payment Terminal Device:~~

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

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

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

maintenance for the additional payment terminals range from \$120 to \$400 per year. Installation costs per Restaurant range from \$50 to \$500.

You may be required to purchase fraud prevention services from our approved vendor for your Restaurant's online, mobile, and remote/advance ordering transactions from our approved vendor. The current cost of such fraud prevention services is ~~between \$0.01+0~~ and \$0.02 per transaction.

(H) ~~8.~~ Stored Value Card (SVC):

You are required to participate in the SVC program. Guests can add stored value to their cards with cash, credit or debit card, mobile wallets or card issuer tender programs, and the amount of the purchase they make with the card is automatically deducted from its stored value. The POS system has the SVC functionality integrated into the system; therefore, no additional hardware is required. You should expect to pay weekly and/or monthly bank and/or service fees as well as fixed and variable transactional fees for processing. A fee of ~~between \$0.01540~~ and \$0.02 per transaction is applicable to in-store activations, reloads or purchases made using stored value cards in your Restaurant. These charges and fees may be adjusted as program and related costs change.

(I) ~~9.~~ Menu Board System:

We require all Restaurants to install and maintain a Menu Board system approved by us. The approved interior Menu Board solution is a 4-Panel Digital Menu Board ("DMB") system provided by a vendor approved by us, as well as software, firmware, or cloud-based subscriptions necessary to maintain the digital signage in accordance with standards set by us. ~~Digital Menu Board~~DMB system components include 4 display panels, 4 media players, installation kit, network switch, warranty for the display panels and media players, site survey, electrical and networking, site preparation, and physical installation. ~~Prices~~Component prices range from ~~\$8,300~~\$7,700 to ~~\$11,000~~\$8,600 depending on the size/ and model of the display panels ~~and of your site configuration.~~ Installation costs for a site survey, physical installation, electrical and networking site preparation, and vendor management fee to support a 4-panel interior DMB system will range from \$3,100 to \$4,900 depending upon scope of work required.

The ~~4-Panel Digital Menu Board~~panel DMB system is required for new ~~stores and recommended for remodels.~~restaurants and for all Restaurant Remodels. New and Remodel Combo locations may ~~opt~~elect to install ~~and maintain an alternative menu board option that has four static magnetic boards with a center promotional digital panel for presenting marketing content. The content is managed, reviewed, and approved by our marketing team and is updated on a regular basis. The current Menu Board system, inclusive of the digital panel, is provided by the currently approved vendor and the price is approximately \$3,000, including support and warranty.~~ a 3-panel DMB system on the Baskin-Robbins side (only) of the restaurant, as well as software, firmware, or cloud-based subscriptions necessary to maintain the digital signage in accordance with standards set by us.

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

(J) ~~10-Digital Cake Book:~~

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

(K) ~~11-Advance and Remote Ordering:~~

 We may require you to participate in advance and remote ordering programs through our vendor, which enables guests to place orders remotely, in advance. The on-going cost of the program may include fixed monthly fees ranging from \$0 to \$75 as well as a transaction fees ranging from 2.0 % to 15.0 % of the order amount. Initial configuration, installation and hardware costs range from \$150 to \$2,600 per Restaurant.

(L) ~~12-PCI/PA-DSS Products and Services:~~

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

~~13. Payment Services:~~

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

(N) ~~14-Retail Transaction Receipt Marketing Solution:~~

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

(O) ~~15-POS and Back Office Technical Maintenance:~~

 We may require you to participate in a monthly maintenance program with our vendor with respect to your POS System and/or your BOH software, which will fund continuous improvements in the base software for the benefit of your Restaurant. Fixed monthly fees range from \$10 to \$25 per Restaurant.

~~16. Security Patching:~~

(P) Security Patching. You are required to participate in a vendor approved Security Patching program. This program covers Operating System and other third-party software

patching/updating typically done once a month. The approximate cost is \$5-\$10 per endpoint (example endpoints: POS, KDS, Kiosk, etc.).

~~17. Miscellaneous:~~

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

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

~~Combo Restaurants~~

~~Combo Restaurants must comply with the Restaurant Technology Systems for Combo Restaurants and cannot use POS Systems or other Restaurant Technology System components approved for Baskin-Robbins Standalone Restaurants. Please review the Dunkin’ Franchise Disclosure Document Item 11 for the requirements for Combo Restaurants. Dunkin’ may designate certain additional equipment and/or technology as optional or required within your Combo Restaurant. If such items are designated as required in the future, you will be responsible for complying with such requirements.~~

~~Your cost per Restaurant will depend, among other things, on your Restaurant's size and configuration, and the system options you may choose. It may be more expensive to install approved equipment in an existing Restaurant than in a new Restaurant. Hardware and software costs will vary according to the minimum configuration we determine for your Restaurant, for example, the number of point-of-sale terminals, size of counter and presence of drive thru, printers, digital displays screens, media players, prep station and sandwich station devices, plus any additional supported optional equipment you may choose.~~

~~Estimated Costs of Standard Optional Equipment~~

~~This equipment is also available, but not required.~~

~~1. Coin Changer:~~

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

~~2. Video Surveillance:~~

~~(B) Video Surveillance. To enable franchisees to have both Restaurant and remote view of activities, inclusive of a POS overlay, we encourage you to purchase and install a video~~

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

~~D~~-Training

You must at all times manage your first restaurant with at least one individual, who must be you or another partner, shareholder (of your corporation) or member (of your limited liability company) and who has successfully completed our required training program, which may vary based on your role in your organization.

Successful completion of the initial training program means achieving a cumulative score of 85% on all the written or verbal tests in each class, completing all required homework and online learning, and adhering to our then-current student expectations. All attendees of the initial training program must have literacy and fluency in the English language sufficient to satisfactorily complete our training program and to communicate with employees, guests, and suppliers. Any person ~~Individuals~~ who fail/fails to meet/satisfy any of the ~~above/foregoing~~ will be dismissed from the training program ~~and may be excluded from any future cycles of the program.~~ You must also achieve proficiency in all aspects of the business. If you do not successfully complete our initial training requirements, ~~you will not be granted a franchise regardless of whether you were previously approved to be a franchisee~~ we may terminate the Franchise Agreement.

If you wish to own and operate multiple Restaurants, you must continuously manage all of your network ~~with a~~ Baskin-Robbins Restaurants with the minimum number of individuals who have successfully completed our training program according to our standards for multi-restaurant development and operation. If additional individuals from your organization want or need to complete “the Baskin-Robbins Brand Training” ~~to meet these requirements, there will be a charge~~ Program (described below), you must pay our initial training fee for each participant ~~per class, which must be paid before the start of class~~ (currently, \$2,750 per attendee).

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

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

~~You and your Restaurant managers must have literacy and fluency in the English language sufficient to satisfactorily complete our training program and to communicate with employees, guests, and suppliers.~~

~~You must pay for uniforms, salaries, accommodations, wages, and travel expenses, if any, for you and your employees. If you attend the initial Brand training program in a location other than one of our training facilities, then you may be charged certain additional costs such as travel and related expenses for the trainers, your portion of the costs for the meeting room and such other costs as may reasonably be~~

~~incurred. You must also pay for later training programs that we may conduct or require. Attendees at our training facilities are required to sign our then current form of participation agreement. You must secure active worker's compensation insurance for your employees before they attend training sessions. A \$100 cancellation fee per individual shall apply if you cancel a scheduled class with less than a week's notice.~~

~~You may be required to participate in an In-Restaurant Evaluation of two days before starting the training program described below.~~

~~Attendees to our training programs are required to abide by the then-current dress code policy for restaurant team members and managers.~~

~~Our training programs are regularly reviewed and updated.~~

Baskin-Robbins Brand Training Program:

The Baskin-Robbins Brand Training program takes a total of ~~15~~¹⁸ days to complete and is a blended training with both virtual components and hands-on training in a Certified Training Shop located at a city and state that we designate. The Baskin-Robbins Brand Training program is offered between 8-10 times a year. This program consists of instructor demonstrations on how to produce, merchandise, serve and package products sold in a Restaurant, and practice.

Subject	Hours of Classroom Training*	Hours of Restaurant Operations Training	Nature of Instructional Materials	Location
<u>Business Management Training **</u>	<u>4 hours</u>	<u>0 hours</u>	<u>Online training</u>	<u>Virtual</u>
<u>Dessert Management Training **</u>	<u>4 hours</u>	<u>0 hours</u>	<u>Online training</u>	<u>Virtual</u>
<u>Brand Training **</u>	<u>8 hours</u>	<u>0 hours</u>	<u>Online training</u>	<u>Virtual</u>
Fundamentals and Dessert Operations Training	15-20 hours	35-45 hours	Manuals, job aids, workbooks, handouts, online training	Virtual and in Certified Training locations
Dessert Operations Training	5-10 hours	5-20 hours	Manuals, job aids, workbooks, handouts, and online training	Virtual and in Certified Training locations
Franchisee Business Fundamentals Training	20 hours	0 hours	Manuals, job aids, workbooks, handouts, and online training	Virtual and in Certified Training locations
Restaurant Operations Training	0 hours	20 hours	Manuals, job aids, workbooks, handouts, and online training	Virtual and in Certified Training locations
TOTAL	40-50 ^{56-66} hours	70-85 hours		

~~Note: The virtual classroom and in-Restaurant time is based on 8-hour days.~~

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

Online Training:

~~Some of our required classes are only offered online and are referred to below as online training. These classes will require approximately 16 hours to complete. This is in addition to the classes listed above.~~

Subject	Hours Of Online Training*
Business Management Training	4 Hours
Dessert Management Training	4 Hours
Brand Training	8 Hours
Total	16 hours**

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

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

Additional Training:

~~In addition, for your first Restaurant, we may require you to participate for two days in the opening of another Restaurant.~~

Learning Team:

~~Our~~As of December 31, 2023, the Baskin-Robbins Brand Training program is supported by members of the Field Learning ~~field learning~~ team. This team ~~consists of a~~ is led by Jenna Hall, our Director of Field Learning & Operations Services and four trainers. ~~Most of this team was~~ Training & Operating Services and consists of 1 senior manager of field learning and 4 learning managers. Trainers have been previously employed as restaurant operations managers, trainers, chefs, or the quick service restaurant industry. The average tenure of these team members with us and our predecessors ~~and us~~ is 10 years.

Subject	Instructors Experience	Length Of Experience In The Field Related To The Subject	Length Of Time With The Franchisor
Brand Training Fundamentals	5-15 years	10-25 years	1-11 <u>1-12</u> years
Brand Training Business Management	5-15 years	5-25 years	1-11 <u>1-12</u> years
Brand Training Restaurant Operations	5-15 years	10-25 years	1-11 <u>1-12</u> years

Who Must ~~and May~~ Attend:

Type of Restaurant/ Franchisee	Who Must Attend	Cost to attend for Required Participants	Who May Attend	Cost to attend for additional Participants
Standalone New Build Baskin-Robbins Restaurant	Franchisee Candidate	Included in IFF	One additional person Any additional person (over and above two included) Additional	Included in IFF \$2,250 2,750 per additional person
Standalone Existing Baskin-Robbins Restaurant	Franchisee Candidate	\$2,250 2,750 *	Any additional person	\$2,250 2,750 per person
Existing SDO Existing Restaurant	Franchisee Candidate	\$1,300 1,800 *	Any additional person	\$1,300 1,800 per person
Substantial Franchisee ** (If one or more of the owners is the person with operational responsibilities, then one of the owners with operational responsibilities must complete the standard training requirements)	Franchisee Candidate or designated representative and person (e.g., a VP or Director of Operations)	Included in IFF up to 5 persons	Any additional person (above 5)	\$2,250 2,750 per person

~~* **Training Cost:** If you are purchasing an existing Restaurant, you must pay an initial training fee of \$2,250 to cover initial costs for certain training materials, including the cost of certain manuals, posters, aids, Baskin-Robbins’s dessert decorating kit and booklets for all Standalone Restaurants Online Training (plus the then current annual online access fee). You must also pay for the sanitation exam, uniforms, salaries, accommodations, and travel expenses, if any, for you and your employees. If you attend the initial training program in a location other than one of our training facilities, then you may be charged certain additional costs such as your portion of the costs for the meeting room. You must also pay for later training programs that we may conduct.~~

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

~~Online Training:~~[The Center](#)

Our online training program referred to as “The Center” is the required training program for franchisees, their management, and their franchise team members. Along with training program the

~~center~~Center includes Brand level communications, Operational information, Equipment Programming, and Marketing Window Readiness.

You will be required to have a broadband high-speed Internet connection and a PC (personal computer) or tablet capable of accessing the Internet and using ~~our online program~~The Center. For any Baskin-Robbins training programs, you will need to bring a laptop computer(s) with you so that you and your manager can individually access and complete the online portion of the training. ~~This (these) laptop(s)~~These laptops must have high-speed Internet access capabilities. You will be required to sign our then-current form of terms of use for the use of the Baskin-Robbins Intranet (which we may periodically update) ~~and~~ You must pay ~~an annual~~an initial online access fee. ~~The current annual online access currently equal to \$300, and you must pay us our then-current annual continuing training fee is, currently \$300 per Restaurant. The online access fee is non-refundable.~~year

Other~~Additional~~ Training:

~~You must ensure that all your employees are trained in our Restaurant standards and required procedures.~~

We believe training is important to the success of our System ~~and from~~ From time to time, we provide formal and informal training sessions to franchisees. You must attend and require your employees to attend ~~further~~additional training as we may require. This training may require travel to our ~~training facility.~~

Certified Training Shops. You must also ensure that all your employees are trained in our Standards. The field-based field learning team supports on-going operations in your area. This team is led by ~~one~~Jenna Hall, our Director ~~of~~ Field Learning & Operations Integration, and one Senior Manager of Field Learning and four Learning Managers Training & Operating Services and consists of 1 senior manager of field learning and 4 learning managers.

Operations Manuals:- Multi-Brand Location Training

~~We are in the process of transitioning from paper copies of the Restaurant operations management manual(s) to electronic copies. We will provide you access to and training for "The Center" our online database where you can view and reference electronic copies of all Brand manuals for each System that you are franchised to operate. The Center contains mandatory standards, operating procedures, and rules that we prescribe for that System to properly present and characterize our Brand, as well as suggested practices where noted. The contents of The Center and the operations manuals are confidential, copyrighted, and are not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the contents of The Center whenever we believe it is appropriate. A copy of the table of contents of each operations manual is attached as Exhibit H.~~

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

ITEM 12: TERRITORY

~~Under the FA, you will be granted the right to operate one Restaurant at a specific location that is specified in the FA or its exhibits, and only at that location. You will not be granted any additional rights, any minimum territory, or other protected rights.~~

The Franchise Agreement

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

You ~~will~~may not ~~have any right to~~ distribute products other than Menu Items at and through your Restaurant, including alternative channels of distribution. We use alternative channels of distribution for our products and trademarks, and we may expand our sale of products on a local, regional, national, or international basis. We have the right to distribute (or license others to distribute) products identified by our trademarks (or by any other name or trademark) anywhere and in any form (for example, in packages or otherwise), regardless of the proximity to your location, through any distribution methods or channels. These other sources of distribution could compete with you. Among ~~the rights that~~others, we reserve ~~are~~ the right to distribute goods and services through the Internet and other electronic communications, telephone, mail, ~~or similar~~other methods, regardless of the destination of the products or services. ~~We retain the right to use our trademarks on the Internet and in all digital media, including websites, domain names, directory addresses, metatags, as graphic images on web pages, links, advertising, co-branding, social media, social networks, mobile apps, and other arrangements (as well as methods that have not yet been invented). You may not maintain a website relating to the Baskin-Robbins brand. If we do ever approve a website that you promote and develop relating to the Baskin-Robbins brand (which we are not required to do), then we will have the right to condition our approval on the terms that we determine are necessary (such as requiring that your domain name and home page belong to us and be licensed to you for your use during the term of your FA). The terms described in this paragraph apply regardless of whether you sign an SDA as well.~~

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

~~Unless you have signed an SDA with us, you do not have a right to develop and open additional Restaurants. You also will not have any options or similar rights to acquire additional Restaurants.~~

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

Store Development Agreement ~~(SDA)~~

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

~~An SDA is an agreement that sets out one or more geographic areas identified specifically for the development of new Restaurants. If we grant you an SDA, we will limit the number of franchisees who can compete with you within your Store Development Area (during the term of the SDA) in your effort to find qualified sites for development of new Restaurants. This does not mean that you have any exclusive right to any potential customer base for your Restaurant(s). Your rights under an SDA will be limited to the right to find sites to develop new Restaurants. You will not have other rights (for example, you will not have the right to distribute goods or services under our marks or otherwise).~~

~~If you sign an SDA, then during the term of that agreement and under certain conditions, you will have the first opportunity for SDOs inside your Store Development Area. This first opportunity is conditioned upon your compliance with all material provisions of all your agreements with us and our wholly owned affiliates, your continued satisfaction of our expansion criteria, and the permission of the party that controls the SDO.~~

Our rights are intended to maximize potential distribution of Baskin-Robbins products within the Store Development Area. Typically, Store Development Areas are relatively limited in size and scope. The Store Development Area's size and development requirements may reflect other factors, including the ~~SDA's~~ term of the Store Development Agreement, the number of Restaurants to be developed, length of time to develop Restaurants in the area, retail shopping facilities, major employment centers, transportation centers (train stations, bus terminals, etc.), key traffic intersections, interstate highway ramps, and population.

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

any such inferences based upon any of the information we provide to you. The information is not provided for that purpose.

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

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

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

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

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

Unless your Store Development Agreement provides for additional development, you do not have a right to develop and open additional Restaurants. You also will not have any options or similar rights to acquire additional Restaurants. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution, from products we license, or competitive brands that we control.

[Affiliated Franchised Brands](#)

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or

services to those that our franchisees sell. Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

ITEM 13: **TRADEMARKS**

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

~~Under the FA, you will be granted the right to operate a Restaurant under the Baskin-Robbins trademark. The term "Trademark" includes trade names, trademarks, service marks, emblems, designs, merchandising devices and logos used to identify your Restaurant. We may also authorize (or require) that you use other current or future Trademarks to operate your Restaurant.~~

~~You must follow our rules when you use our Trademarks. You cannot use any of our company names or Trademarks as part of an entity name (for example, for a corporation, limited liability company (LLC), or partnership), e-mail address, electronic identifier, or Internet domain name, nor on any human resource documents or materials. You cannot use any of our company names or Trademarks with modifying words, designs, or symbols, except for those we license to you. Among other things, your business entity's name may not include any of our company names or Trademarks or any variation of them (for example, "Baskin-Robbins", "Baskin", "BR", "31 Flavors") and you may not use your name in connection with our Trademarks in advertising your Restaurant (for example "John Smith's Baskin-Robbins"). You may not sell (and may not use any of our company names or Trademarks in connection with) any unauthorized product or service or in a manner we do not authorize in writing.~~

~~You will have the right under the FA to use the Trademarks only to operate your Restaurant and not for any other purpose or in any manner that we have not authorized in writing. You may use our Trademarks on vehicles only with our prior written consent and subject to our requirements for that kind of usage.~~

~~Our Trademarks are owned by our affiliate, BR IP Holder LLC (as described in Item 1). There is no agreement that limits our right to use or license the use of the Baskin-Robbins trademarks related to the franchise. (When we state that we "own" the Trademarks, we mean that we own them indirectly, through BR IP Holder LLC.)~~

~~The marks listed below are registered on the Principal Register in the United States Patent and Trademark Office (USPTO), and all affidavits required to preserve and renew these Trademarks have been (or will be) timely filed. This list does not include every Trademark we own or may license to you under the FA.~~

Primary Marks	U.S. Registration/ Application No.	Date of First Registration/ Application
BASKIN-ROBBINS	Reg. No. 1,185,045	Reg. Date: January 5, 1982
BASKIN B 31 R ROBBINS (Horizontal logo in Color)	Reg. No. 3,346,956	Reg. Date: December 4, 2007
B 31 R (Icon in Color)	Reg. No. 3,346,955	Reg. Date: December 4, 2007
B 31 R BASKIN ROBBINS (Stacked in Color)	Reg. No. 3,346,957	Reg. Date: December 4, 2007
B 31 R BASKIN ROBBINS (Side Stacked in Color)	Reg. No. 3,346,954	Reg. Date: December 4, 2007
B 31 R BASKIN ROBBINS Rebrand Logo (stacked) (in color)	97/121,557	November 12, 2021
B 31 R Monogram (in color)	App. No. 97/121,548	App. Date: November 12, 2021
BASKIN B 31 R ROBBINS Rebrand Logo (horizontal) (in color)	App. No. 97/121,568	App. Date: November 12, 2021

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

There are no effective material determinations of the USPTO, Trademark Trial and Appeal Board, or any state trademark administrator or any court that would impede your right to use the ~~Trademarks~~Proprietary Marks under the terms of the ~~FA~~Franchise Agreement. There are no pending infringement, opposition, or cancellation proceedings involving the ~~Trademarks~~Proprietary Marks and no pending material litigation involving the principal ~~Trademarks~~Proprietary Marks other than as may be stated in this ~~Disclosure Document~~FDD.

~~We do not know of any superior prior rights or any infringing use that could materially affect your use of our Trademarks other than as may be stated in this Disclosure Document. We are not restricted in the way we use these marks, and we therefore essentially have all the rights of the owner to license or franchise others to use these marks.~~

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

~~You must notify us immediately if you learn about an infringement of or challenge to your use of any of our Trademarks. We will take the action we think appropriate. We will indemnify you against claims arising from your approved use of the Trademarks. We have the right to control all administrative proceedings or litigation involving our Trademarks. If we undertake the defense or prosecution of any such proceeding or litigation, you will have to execute all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.~~

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

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

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

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

ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Copyrights

~~We own common law~~ No patents or patent applications are material to the franchise. We claim copyrights in the ~~brand manuals (“Brand Manual”)~~ Manuals, magazines, posters, toys, pamphlets, brochures, television advertisements, and all other printed and pictorial materials that we produce (whether or not those are registered with the U.S. Copyright Office), and we will make these available to you for your use under the terms of the ~~FA. These materials are our proprietary property and must be returned to us upon expiration or termination of the FA.~~ Franchise Agreement. We have not registered these copyrights

with the United States Copyright Office but need not do so at this time to protect them. You may use these items only as we specify while operating your Restaurant and must stop using them if we so direct you.

There currently are no ~~currently~~-effective adverse determinations of the U.S. Patent and Trademark Office USPTO, the U.S. United States Copyright Office, or any court ~~concerning any significant copyright that we hold. There are no currently effective agreements pursuant to which we derive our rights in such copyrights, which could limit your use thereof. The FA does not obligate us to protect any of the rights that you have to use any copyright, nor does the FA impose any other obligation upon us concerning copyrights. We are not aware of any infringements~~ regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of ~~any copyright~~ copyrighted materials in any state. We need not protect or defend copyrights, although we may do so if in the system's best interests. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

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

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

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliates) or that you knew from previous business experience before we provided it to you (directly or indirectly). If we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

All ideas, concepts, techniques or materials relating to a Baskin-Robbins Restaurant, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which you own the intellectual property rights) (collectively, "Innovations") must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the

extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

Confidential Manuals

~~To protect our reputation and goodwill and to maintain high standards of operation under our Trademarks, you must conduct your business in accordance with our Brand Manual. We will lend you one set of our Brand manuals, which we have the right to provide in any format we choose (including paper, digitally, or online), for the term of the FA.~~

~~You must at all times accord confidential treatment to the Brand manual, any other manuals we create (or that we approve) for use with the Franchised Business, and the information contained in the Brand Manual. You must use all reasonable efforts to maintain this information as secret and confidential. You may never copy, duplicate, record, or otherwise reproduce the Brand Manual and the related materials, in whole or in part (except for the parts of the Brand Manual that are meant for you to copy, which we will clearly mark as such), nor may you otherwise let any unauthorized person have access to these materials. The Brand manual will always be our sole property. You must always maintain the security of the Brand manual.~~

~~We may periodically revise the contents of the Brand Manual, and you must consult the most current version and comply with each new or changed standard. If there is ever a dispute as to the contents of the Brand manual, the version of the Brand Manual that we maintain will be controlling.~~

Confidential Information

~~Except for the purpose of operating the Restaurant under the FA, you may never (during FA's term or later) communicate, disclose, or use for any person's benefit any of the confidential information, knowledge, or know-how concerning the operation of your franchised Baskin-Robbins Restaurant that may be communicated to you or that you may learn by virtue of your operation of a Restaurant. You may divulge confidential information only to those of your employees who must have access to it to operate the Restaurant. All information, knowledge, know-how, and techniques that we designate as confidential will be deemed confidential for purposes of the FA. However, this will not include information that you can show came to your attention before we disclosed it to you; or that at any time became a part of the public domain, through publication or communication by others having the right to do so.~~

~~Whenever we state that we “own” this intellectual property, we mean that we own them indirectly, through our affiliate, BR IP Holder LLC (see Item 1).~~

Patents

~~We do not own any patents that are material to the franchise being offered.~~

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

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

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

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

Development of Your Business

~~If you have an SDA, in addition to managing individual Restaurant(s) operations and sales, you must ensure that locations are selected, approved, and developed in accordance with your SDA development schedule. You will be then required to manage all facets of a multi-unit retail business, with some operating 24 hours a day, 7 days a week, including production, transportation, and distribution, with attendant cost controls and record keeping requirements.~~

~~You must devote continuous best efforts to the development, management, and operation of your business. This means devoting sufficient time and resources to ensure full and complete compliance with your obligations to us, to your guests and to others. The business is a challenging one. It requires and responds to personal attention. It is most important that you personally be involved in all facets of the business. You must be able to organize the business so that our standards of service, quality, and cleanliness are maintained, and you must set standards for your employees to follow. The business requires a firm, personal commitment and, at least initially, may require many long hours. In addition to production skills, you must also understand and be able to perform all the sales, operations, management, and maintenance functions required to ensure successful operation of the business. You must have effective, vigilant cash management procedures to avoid employee theft.~~

~~You can minimize these demands on you personally by attracting, motivating, and retaining capable development, supervisory, production, transportation, and sales personnel. We may provide you with certain suggested basic procedures and guidelines to use in recruiting, training, and motivating your personnel. However, recruiting, training and motivating employees are your responsibility.~~

Operation of your Restaurant(s)

As a new franchisee ~~of an individual Restaurant~~, you may expect to perform a substantial amount of manual labor, especially during the first year of operation. ~~Depending on the sales volume of the Restaurant~~ During the beginning of the term of the Franchise Agreement, you should expect to work a full shift in the Restaurant every day. ~~If sales and profits are high, you may not need to do that, but you must be willing and able to meet this requirement. Your personal “on-premises~~ However, your personal “on-premises” supervision is not required under the terms of the Franchise Agreement. Your on-premises manager must be trained in accordance with our training requirements ~~(See Item 11)~~. We recommend your on-premises manager have an ownership interest in ~~your corporation, limited liability company (LLC) or partnership~~ you, but ~~it~~ this is not ~~a requirement~~ required under the terms of the Franchise Agreement. Your on-premises manager cannot have an interest or business relationship with any ~~of our competitors~~ Competitive Business. You must keep confidential ~~our Restaurant development and operations methods and all other information we deem to be confidential. You~~ the Confidential Information, although you may share this information with your employees ~~only~~ to the extent necessary ~~for them to conduct their job requirements and if they are under an obligation to maintain the information in confidence.~~

Personal Guarantees, Ownership Requirements

~~If you choose to use a business entity (partnership, corporation, or LLC) to operate the business at any Restaurant, you, and your officers, directors, shareholders, members, managers, and partners (as applicable) must personally guarantee such entity's performance of all of the franchisee's obligations under the FA and lease (if applicable). This personal guarantee applies to all money and other obligations, such as non-competition provisions of the FA.~~

~~You are permitted to form subsidiary corporations, LLCs, or partnerships for each Restaurant you open. You (together with your majority shareholder or partner) must retain at least a 51% interest in each subsidiary and all developers who sign the SDA must have an interest in each subsidiary. All changes to ownership structure are subject to approval by us and subject to re-qualification, as necessary. All new minority shareholders of the subsidiaries must be approved by us and must sign a personal guarantee.~~

ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

fit. You may incur costs associated with third party delivery services including hardware, software, delivery fees, service fees and other expenses.

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

**ITEM 17:
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

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

Please also review the notes that follow these tables.

The Abbreviations Used in the Table	
FA	Franchise Agreement
Combo FA	Combo Franchise Agreement
SDA	Store Development Agreement
Combo SDA	Combo Store Development Agreement
Add SDA	Addendum to Combo SDA Conditional Option(s) to Extend

THE FRANCHISE RELATIONSHIP

Table 17.A. FA & Combo FA

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
a.	Length of the franchise term	<u>FA: Contract Data</u> B <u>Schedule C,</u> §12.B <u>MBA: §3</u> <u>SDA: §6.A</u>	<u>20 years</u> Typically, 20 years (except SDO, which is typically 5 or 10 years). If you buy an existing Restaurant, you will obtain the remaining term of your seller's franchise. Based on number of Restaurants to be developed.
b.	Renewal or extension of the term	<u>FA: §2.B</u> <u>MBA: §3</u> §2.4(b)SDA: <u>§§6.B, 6.C</u>	<u>10 years</u> <u>You must satisfy the renewal conditions set forth in, and be in compliance with, the Franchise Agreement and, if we require, renew or extend the term of the Other Franchise Agreement(s)</u> Under the FA, one additional 10 year term. Under the Combo FA, one additional 20 year term. Mid-term extension available if you have satisfied your

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			<u>development obligations and meet our other requirements. Renewal of term available if you satisfy our renewal requirements.</u>
c.	Requirements for franchisee to renew or extend	<u>FA: §2.B</u> §2.4(b) <u>SDA: §2.C</u>	<u>Written notice to renew; maintained standards and during the term; you so not receive more than 3 notices of default in prior 10 year period from issuing notice to renew; you do not receive notice of default after issuing notice to renew; no uncured defaults at time of renewal; paid all amounts due and owing; obtain lease for the Premises or substitute premises that we accept and you develop the Restaurant at the substitute premises according to our then-current standards; termination and mutual general release; sign the then-current form of Franchise Agreement; and pay renewal fee. Subject to applicable state law.</u> Conditional Renewal for additional term of 10 years if, and only if, all requirements are met. You must: give written notice of election to renew, be in compliance with standards and other obligations; execute then current Franchise Agreement, have the site and terms of lease approved by us, pay a then current renewal fee, execute a termination of franchise agreement and mutual general release, and remodel Restaurant according to specifications. If you lease the premises from us, we have no obligation to extend any prime lease for the Renewal Term. <u>Written notice to renew; satisfied the Development Schedule; compliance with SDA and all franchise agreements signed in connection with the SDA; satisfy our then-current criteria to expand; we determine the Store Development Area has potential for additional restaurants; we agree to a new development schedule; general release; sign the then-current form of Store Development Agreement. Subject to applicable state law.</u>
d.	Termination by franchisee	Not applicable <u>None</u>	Not applicable <u>No right to terminate.</u>
e.	Termination by franchisor without cause	Not applicable <u>None</u>	Not applicable <u>No right to terminate without cause.</u>

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
f.	Termination by franchisor with cause	<p>FA: §14.A SDA: §7</p> <p>MBA: §8(c)</p>	<p>We can terminate the Franchise Agreement and Store Development Agreement only if you default or fail to comply with your obligations. The Franchise Agreement and Store Development Agreement contain cross-default provisions.</p> <p>We can terminate the Franchise Agreement if you commit a default that cannot be cured or fail to timely cure a default that may be cured under your franchise agreement for the location, or any other franchise agreement you have with us, or any of our affiliates or subsidiaries, for this or any other location by reason of a default under sections 14.0.3, 14.0.4 or 14.0.5. Terminate immediately upon receipt of a default notice that cannot be cured.</p>
g.	“Cause” defined – curable defaults	<p>FA: §14.A</p> <p>§§14.0.1, 14.1–14.1.4, 14.3, 14.4.1–14.4.2, §14.4.5 SDA: §7A</p>	<p>Curable defaults include: 24 hours to correct violation or law or Standard relating to health, sanitation or safety; 24 hours to resume operations after ceasing operations without our consent; 7 days to cure default for failure to pay; 30 days to cure failure to comply with any other provision of the Franchise Agreement, Standard or other agreement between you and us; your guarantor(s) bankruptcy unless you provide substitute guarantor.</p> <p>Except where your state’s law may provide otherwise, the following cure periods apply: hazardous situations must be cured “on demand”; violations of any law, regulation, order or our standard relating to health, sanitation or safety must be cured within 24 hours after notice; your failure to keep the Restaurant open for business must be cured within 24 hours after notice; your failure to maintain insurance or to pay when due any monies owing to us must be cured within 7 days after notice; all defaults not listed above or in section h. below must be cured within 30 days after notice. Curable default includes: 7 days to cure default for failure to pay.</p>
h.	“Cause” defined – non-curable defaults	FA: §14.A	Non-curable defaults include loss of Premises or terminate of the lease; unauthorized transfer; unauthorized use of Confidential Information or restrictive covenants; convicted or plead guilty or

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
		<p>MBA: §8(c)</p> <p>§§14.0.2–14.0.6, 14.2, 14.3SDA: §7A</p>	<p>no contest to felony or crime of moral turpitude; fraud; intentional underreporting Gross Sales; unauthorized use of Premises; another contract between you and us is terminated; we deliver 3 or more notices of same or similar defaults within 12 months; your bankruptcy.</p> <p>Breach that cannot be corrected, such as: expiration or termination of any Other Franchise Agreement; abandonment of the Other Restaurant(s).</p> <p>The following defaults cannot be cured by you: (i) insolvency, assignment for the benefit of creditors, or bankruptcy or insolvency proceeding are filed by or for you; or (ii) if you are convicted of or plead guilty or “nolo contendere” to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is injurious to the System or if you have committed a fraud upon us or a third party relating to the business; or (iii) if you permit the use of the Restaurant premises for any illegal or unauthorized purpose, including substitution of unapproved products; or (iv) if any other franchise agreement between you (or your affiliates) and BR (or any of our affiliates) is terminated because of your default (or that of your affiliate); or (v) if you abandon the Restaurant; or (vi) if you intentionally under-report Gross Sales, falsify financial data or otherwise commit an act of fraud with respect to your acquisition or operation of the franchise or your rights or obligations under the Franchise Agreement; or (vii) if your sublease for the Restaurant is terminated because of your default; or (viii) after you receive 3 notices to cure for the same or a substantially similar default in any immediately preceding 12 month period, any later recurrence of such a default cannot be cured, even if you cured the earlier defaults. Subject to applicable state law. Non-curable defaults include failure to satisfy Development Schedule obligations; bankruptcy; fraud; convicted or plead guilty or no contest to felony or crime of moral turpitude; unauthorized transfer; another contract between you and us is terminated.</p>

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
i.	Franchisee’s obligations on termination/ non-renewal	<p>FA: §14.E</p> <p>§§10.2—10.4, 14.4.4, 14.6—14.8, 16.0 SDA: §7.B</p>	<p><u>Obligations include: cease using benefits of the System, operating the Restaurant, holding yourself out as our franchisee, and using Proprietary Marks or similar marks, trade secrets, Confidential Information, and Manuals; pay all amounts owed; return Manuals and other documents containing our Standards to us; de-identify the Premises and return signage to us; disconnect and cease telephone number connected with the Proprietary Marks; withdrawal fictitious names or similar registration using Proprietary Marks; comply with post-termination non-competition covenants.</u></p> <p>Upon expiration or termination, you must (i) pay all monies owed, including any fees and interest, within ten days, (ii) cease to operate the Restaurant, (iii) cease holding yourself out as our franchisee and using any Proprietary Marks, trade secrets, confidential information, and manuals, (iv) return all operating manuals and other materials in your possession, (v) disconnect or terminate any telephone listings and/or fictitious name registration containing any part of the Proprietary Marks, (vi) sell to us (if we elect) any or all equipment, signs, trade fixtures, and furnishings used in the Restaurant, at the then current fair market value less any indebtedness on the equipment, and indebtedness to us, or if we don’t elect, remove all Proprietary Marks or other distinguishing indicia, (vii) assign to us (if we elect) any interest which you have in the sublease or any other agreement related to the Restaurant, or if we don’t elect, make such changes to the premises as we reasonably require to distinguish it from other of our Restaurants, (viii) comply with the restrictions set forth in section 10.2 of the Franchise Agreement for 2 years thereafter and (ix) maintain all state and federal tax returns for 5 years thereafter. <u>Obligations include cease operating under the Store Development Agreement; immediately pay all outstanding amounts owed, including all unpaid IFFs due under the Development Schedule.</u></p>
j.	Assignment of contract by franchisor	<p>FA: §13.A §13.0 SDA: §8.A</p>	<p>We may assign the Franchise Agreement to any entity that agrees to assume our obligations. If your</p>

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			Franchise Agreement is signed by more than one franchisor, you may be asked to replace the contract with the same contract, signed only by one of the affiliated companies <u>No restriction on our right to assign.</u>
k.	"Transfer" by franchisee - defined	FA: §13.B §13.1 <u>SDA: §7.B</u>	A "transfer" by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of any interest in either the Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company ("LLC") or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise <u>"Transfer" includes voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition, and includes: (a) transfer of any direct or indirect ownership interest in you; (b) merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests; (c) any exchange of voting interests, any arrangement granting the right to control the exercise of the voting rights of any Owner or to control the Restaurant; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; (e) foreclosure; or (f) transfer, surrender or loss of the possession, control or management of all or material portion of the Restaurant (or its operation) or you. "Control Transfer" includes transfer of the Franchise Agreement or rights or obligations under the Franchise Agreement, direct or indirect interest in the Restaurant, or all or substantially all of the Operating Assets, or a Controlling Ownership Interest in you. "Non-Controlling Transfer" includes all other transfers.</u>
l.	Franchisor approval of transfer by franchisee	FA: §§13.C, 13.D §13.1 <u>SDA: §§7.C, 7.D</u>	You are not permitted to transfer any interest in the Franchise Agreement or in the proprietorship, partnership, corporation, or LLC, which owns any interest in the franchise, without our prior written consent. We <u>We have the right to approve all transfers, but we</u> will not unreasonably withhold

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			such consent if your transfer meets all of our conditions <u>approval.</u>
m.	Conditions for franchisor approval of transfer	<p><u>FA: §§13.C, 13.D</u></p> <p><u>MBA: §8(b)</u></p> <p>§§13.1—13.4 <u>SDA: §§7.C, 7.D</u></p>	<p><u>Control Transfer approval requirements: (i) each transferee meets our then-current criteria and each guarantor executes a guaranty; (ii) you have satisfied all outstanding obligations to us; (iii) the Restaurant and Premises are in compliance with our Standards and the Agreement; (iv) sale price may not be excessive; (v) execute general release; (vi) transferee or you repair and/or replace Operating Assets and correct other deficiencies we identified, and if we require, refurbish or remodel the Restaurant and Premises; and (vii) transferee or you agree to be bound by all terms of the Franchise Agreement for the remainder of the term or execute the then-current form of franchise agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guarantee.</u></p> <p><u>We may condition our approval of certain transfers on the simultaneous transfer of other rights, obligations, assets and/or other interests associated with the Other Restaurant(s).</u></p> <p>Your transfer must meet the following conditions: (i) the sales price may not be excessive, (ii) the transferee, including each partner, shareholder or member, must meet our qualifications, (iii) you must satisfy all accrued and accelerated money obligations to us and our affiliates and any third-party obligations we have guaranteed, (iv) the physical condition of the Restaurant must be brought into compliance with our standards, (v) no one may assert a security interest in the franchise, (vi) the transferee must meet all of our qualifications and, at our option, sign either an assignment of seller’s franchise agreement or our then-current franchise agreement and other forms, including an agreement that payments to us have priority over payments to you (as seller), and (vii) you must execute a general release of all claims against us at the closing. We may have additional</p>

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			reasonable requirements at the time you decide to sell your business. <u>Control Transfer approval requirements: (i) each transferee meets our then-current criteria and executes a guaranty; (ii) you have satisfied all outstanding obligations to us; (iii) sale price may not be excessive; (iv) execute general release; (v) transferee or you agree to be bound by all terms of the Franchise Agreement for the remainder of the term or execute the then-current form of franchise agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guarantee.</u>
n.	Franchisor's right of first refusal to acquire franchisee's business	FA: §13.G §§13.2, 13.4 SDA: §7.G	If you wish to sell any interest in the franchise, you must give us 60-days' notice to elect to purchase such interest on the same terms and conditions. If the terms later change, we must receive notice of the changes and will have a new 60-day option to make the election on the new modified terms.
o.	Franchisor's option to purchase franchisee's business	FA: §14.F §14.7.5 MBA: §8(d)	<u>Within 30 days from expiration or termination of the Franchise Agreement, we may purchase the Operating Assets and other assets (not including personal assets) used in the Restaurant at then-current fair market value less any indebtedness.</u> If your Franchise Agreement is terminated due to your default, you must sell to us (if we elect) any or all equipment, signs, trade fixtures, and furnishings used in the Restaurant, at the then-current fair market value less any indebtedness on the equipment, and indebtedness to us. Also see p. below. If our right to acquire the assets of the Restaurant conflicts with the Other Franchise Agreement, you must comply with the requirements we reasonably specify.
p.	Death or disability of franchisee	FA: §13.F SDA: §7.F §§13.2.1, 13.3	If any one <u>Within 12 months after death</u> of you should die or be disabled <u>or your Owners</u> , the legal representative of the affected party, together with all other partners, members, or shareholders, if any, have 12 months to apply to transfer the franchise or the interest of the affected party. If the legal representative and other partners, members or shareholders do not present an acceptable transferee to us within 12 months, or if a transfer fails to occur within 12 months after the date of death

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			<p>or disability, your franchise rights will terminate. We will then have the right to purchase all furniture, fixtures, signs, equipment and other chattels at an agreed or appraised price<u>must propose a transfer, and transfer must be completed no later than 18 months from the death and is subject to our consent.</u></p>
q.	Non-competition covenants during the term of the franchise	<p><u>FA: §10.B</u> <u>SDA: §10.19</u></p>	<p>You may not<u>Neither you nor your Owners, officers, directors or guarantors may (i) have any interest in any other business which sells or offers to sell substantially similar products of the type we require you to offer at the Restaurant nor contest our right or the right of any other franchisee to obtain governmental</u><u>derives more than 20% of its revenue from a combination of ice cream and/or other frozen treat(s) ("Competitive Business"), (ii) divert customers away from any Baskin-Robbins Restaurant; (iii) oppose government approval required</u>for the development of another location as a Baskin-Robbins Restaurant franchised by us.<u>Subject to applicable state law;</u> or (iv) perform any act injurious or prejudicial to the goodwill of any Baskin-Robbins Restaurant or Proprietary Marks.</p>
r.	Non-competition covenants after the franchise is terminated or expires	<p><u>FA: §10.C</u> §§10.2–10.4<u>SDA: §9</u></p>	<p>The restrictions described in q. above remain effective for 2 years after the Franchise Agreement expires or is terminated, regardless of the cause, except that they do not apply to another business located more than 5 miles from any of our other Restaurants. If you think that a 5 mile radius is unreasonable, you can arbitrate, but you must not engage in competitive activities while we resolve the dispute. Subject to applicable state law<u>For 24 months after expiration, termination or transfer, neither you nor your Owners, officers, directors or guarantors may have any interest in a Competitive Business at the Premises, within 5 miles from the Premises, or any other Baskin-Robbins Restaurant.</u></p>
s.	Modification of agreement	<p><u>FA: §§1.C and 16.E</u> §§2.2, 5.4, 11.0, 11.1, 12.0, 16.6<u>SDA: §9</u></p>	<p>Generally, there are no modifications unless<u>except</u> in writing, <u>and</u> signed by both parties. Our operating manuals, policies, standards, and requirements are subject to change. We may ask you to separate the 1 Combo contract into more than 1 single brand contracts, with the same terms<u>the parties. However, we have the right to</u></p>

	Provision	Section in Franchise Agreement and Combo Franchise Agreement	Summary
			<u>modify the System, Manuals, Standards, and Proprietary Marks.</u>
t.	Integration/merger clause	<u>FA: §16.D</u> <u>SDA: §16.69</u>	Only the terms of the Agreements listed here are binding. Nothing in these agreements, however, is intended to disclaim the representations we made in this franchise disclosure document that we furnished to you. Subject to applicable state law <u>The Franchise Agreement and/or the Store Development Agreement, as applicable, constitute the entire agreement between us and you (subject to state law). Any other statements or promises not in the Franchise Agreement, Store Development Agreement, or this Disclosure Document should not be relied upon and may not be enforceable.</u>
u.	Dispute resolution by arbitration or mediation	§15 <u>None</u>	Either of us may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules or another nationally established arbitration association acceptable to you and us and under the Federal Rules of Evidence. We both agree to waive our rights to trial by jury and to punitive, multiple, exemplary and/or consequential damages, except that we can obtain multiple damages against you for willful trademark infringement. We both agree that no party may recover damages for economic loss attributable to negligent acts or omissions, except for gross negligence or an intentional wrong. No party may participate in any class action litigation, except you may participate in certain class action arbitration regarding the Fund. Subject to <u>Not applicable state law.</u>
v.	Choice of forum	§15.1	Arbitration proceedings are administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and will be conducted in the state in which the Restaurant is located. Subject to applicable state law.
w.	Choice of law	§16.6	Provides that the agreement is interpreted under Massachusetts law. Subject to applicable state law.
<u>v.</u>	<u>Choice of forum</u>	<u>FA: §15.B</u> <u>SDA: §9</u>	<u>Federal, state, or local courts within Atlanta, Georgia (subject to state law).</u>
<u>w.</u>	<u>Choice of law</u>	<u>FA: §16.A</u> <u>SDA: §9</u>	<u>Georgia law applies to all claims (subject to state law).</u>

Table 17.B. SDA & Combo SDA

	Provision	Section in Store Development Agreement and Combo Store Development Agreement	Summary
a.	Length of the term	Exhibit B	To be determined according to the number of Restaurants to be opened.
b.	Renewal or extension of the term	§4 Add SDA §1—§4	SDA and Combo SDA: You must advise us 6 months prior to expiration. Such decision is at our discretion. <u>Add SDA: We may offer you one or more option(s) to extend the term of the Combo SDA. You will be required to open one or more additional Restaurants.</u>
c.	Requirements for you to renew or extend	§4 Add SDA: §1—§4	SDA and Combo SDA: If you are in good standing, have fully performed under the SDA, and we determine that more Restaurants can be developed in your store development area, we may offer you a new SDA. You must promptly sign a new agreement (which may have different terms), pay fees which may be higher or different, and meet then current criteria to expand. Such decision is at our discretion. <u>Add SDA: We may offer you one or more option(s) to extend the term of the Combo SDA. You will be required to open one or more additional Restaurants.</u>
d.	Termination by you	Not applicable	Not applicable
e.	Termination by Licensor without cause	Not applicable	Not applicable
f.	Termination by Licensor with "cause"	§8	See g. and h. of this Table.
g.	"Cause" defined—defaults which can be cured	§8	Failure to pay money when due: 7 day cure period. Any other breach of agreement: 30 day cure period. Cure periods may be extended if required by law.
h.	"Cause" defined—defaults which cannot be cured	§8	If you: violate the confidentiality provision, are convicted of or plead guilty or no contest to a felony or crime of moral turpitude, commit a fraud upon any of our affiliate(s) or us, or if we terminate any of your Franchise Agreements in the DMA in which this SDA is located.
i.	Your obligations on termination/ non-renewal	§8	Pay all money owed to us.

	Provision	Section in Store Development Agreement and Combo Store Development Agreement	Summary
j.	Assignment of contract by Licensor	§9.A	We may assign the SDA to any person(s), partnership or corporation which agrees in writing to assume our obligations under the SDA. Following such an assignment, we are relieved of future obligations.
k.	"Transfer" by you defined	§9.B	You may transfer a direct or indirect interest in the SDA, but the SDA Area and associated rights and obligations are a package and are not themselves divisible in any way you must transfer all rights for the remaining Restaurants to be developed. Any transfer requires our approval.
l.	Licensor's approval of transfer by you	§9.B	We have the right to approve all transfers, but will not unreasonably withhold approval.
m.	Conditions for Licensor's approval of transfer	§9.C	You must sign a release and pay a Transfer Fee.
n.	Licensor's right of first refusal to acquire your business	§9.D	Applies to all offers to purchase the SDA, and any interest in the franchisee. You must send us a copy of your contract and we have 60 days to purchase the SDA or interest on the same terms. If we exercise this right, you will still have to pay a Transfer Fee.
o.	Licensor's option to purchase your SDA	Not applicable	Not applicable
p.	Your death or disability	§9.B	Your legal representative must, within nine (9) months of the event, apply in writing to transfer your interest in the SDA.
q.	Non-competition covenants during the term	Not applicable	Not applicable
r.	Non-competition covenants after termination or expiration	Not applicable	Not applicable
s.	Modification of the agreement	§11.B	The SDA may only be modified in writing.

	Provision	Section in Store Development Agreement and Combo Store Development Agreement	Summary
t.	Integration/ merger clause	§11.B	Only the terms of the SDA and other documents referenced therein are binding (subject to state law). Nothing in the SDA, however, is intended to disclaim the representations we made in this franchise disclosure document that we furnished to you.
u.	Dispute resolution by arbitration or mediation	§10	The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Arbitration must be commenced within two years after discovery of facts giving rise to the claim. Subject to applicable state law.
v.	Choice of forum	§10.C	Arbitration shall take place at the American Arbitration Association office in the state in which the Restaurant is located or in another state agreed to by the parties. Subject to applicable state law.
w.	Choice of law	§11.B	Provides that the agreement is interpreted under Massachusetts law. Subject to applicable state law.

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

**ITEM 18:
PUBLIC FIGURES**

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

~~[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]~~

**ITEM 19:
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

Sales for Single-Branded Franchised Baskin-Robbins Restaurants

There were ~~856~~855 single-branded franchised Baskin-Robbins Restaurants (excluding Combo, SDO Restaurants, and Baskin-Robbins Express Restaurants) operating in the United States as of December 31, ~~2022~~2023, all of which franchisees owned. We excluded ~~824~~ of them from these financial performance representations because they first opened for business after January 1, ~~2022~~2023 and did not operate for the full measuring period through December 31, ~~2022~~2023.

Table 1 provides financial performance representations that are actual, historical results of the remaining ~~848~~831 Baskin-Robbins Restaurants in the United States (excluding Combo ~~and~~ SDO Restaurants ~~and~~ Baskin-Robbins Express Restaurants) that were open for business to the public for at least one year at the end of the measuring period on December 31, ~~2022~~2023. Table 1 reflects the average sales of these ~~848~~831 Baskin-Robbins Restaurants located in various Regions (as defined in the notes) from January 1, ~~2022~~2023 to December 31, ~~2022~~2023.

Table 1: U.S. Baskin-Robbins Single Brand Restaurants				
Average Restaurant Sales for the Period January 1, 2023 to December 31, 2023				
Regions	Total Number of Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) Restaurants at or Above Average
<u>West - North</u>	<u>238</u>	<u>\$583,7819 (\$550,076)</u>	<u>\$1,342,073- \$225,235</u>	<u>97 (41%)</u>
<u>West - South</u>	<u>224</u>	<u>\$591,203 (\$567,871)</u>	<u>\$2,112,644- \$164,964</u>	<u>102 (46%)</u>
<u>Mountain West</u>	<u>194</u>	<u>\$513,528 (\$502,934)</u>	<u>\$1,242,696 - \$8,939</u>	<u>90 (46%)</u>
<u>East - North</u>	<u>76</u>	<u>\$491,102 (\$475,336)</u>	<u>\$969,196 - \$174,692</u>	<u>34 (45%)</u>
<u>East - South</u>	<u>99</u>	<u>\$546,734(\$510,551)</u>	<u>\$1,126,219- \$22,743</u>	<u>43 (43%)</u>
Total U.S.	831	\$556,491 (\$526,729)	\$2,112,644 - \$8,939	367 (44%)

Cost of Goods Sold for Single-Branded Franchised Baskin-Robbins Restaurants

We ~~also~~ asked ~~these 848~~the 831 Restaurants to report to us their costs of goods sold, labor costs, and other costs for the period from January 1, ~~2022~~2023 until December 31, ~~2022~~2023. Not all of the franchisees provided this information, in some cases because the older version of their franchise agreement did not require them to provide this information. Table 2 provides financial performance representations that are the actual, historical results for the ~~625~~598 Baskin-Robbins Restaurants in the United States (excluding Combo ~~and~~ SDO Restaurants ~~and~~ Baskin-Robbins Express Restaurants) that provided us their cost of goods sold and labor cost information, located in various Regions, from January 1, ~~2022~~2023 through December 31, ~~2022~~2023.

Table 1: U.S. Baskin-Robbins Single Brand Restaurants				
Average Restaurant Sales for the Period January 1, 2022 to December 31, 2022				
Regions	Total Number of Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) Restaurants at or Above Average
<u>West - North</u>	<u>242</u>	<u>\$560,502 (\$518,990)</u>	<u>\$1,277,147 - \$211,477</u>	<u>101 (42%)</u>
<u>West - South</u>	<u>230</u>	<u>\$569,335 (\$549,934)</u>	<u>\$2,123,921 - \$169,810</u>	<u>100 (44%)</u>
<u>Mountain West</u>	<u>197</u>	<u>\$491,953 (\$475,386)</u>	<u>\$1,094,984 - \$139,003</u>	<u>86 (44%)</u>
<u>East - North</u>	<u>78</u>	<u>\$438,764 (\$425,656)</u>	<u>\$887,955 - \$86,995</u>	<u>37 (47%)</u>
<u>East - South</u>	<u>101</u>	<u>\$506,750 (\$506,110)</u>	<u>\$1,103,078 - \$27,463</u>	<u>50 (50%)</u>
Total U.S.	848	\$529,966 (\$503,428)	\$2,123,921 - \$27,463	366 (43%)

Table 2: U.S. Baskin-Robbins Single Branded Restaurants Average Cost Of Goods Sold & Average Labor Cost Stated As A Percentage Of Total Sales For the Period January 1, 2022 to December 31, 2022							
Regions	Total Number of Restaurants	Average Cost of Goods Sold (Median)	Highest and Lowest Cost of Goods Sold	Number (%) of Restaurants At or Below the Average	Average Labor Cost (Median)	Highest and Lowest Labor Cost	Number (%) of Restaurants At or Below the Average
West-North	185 <u>188</u>	29.5 <u>31.4</u> % (29.7 <u>31.1</u> %)	52.3 <u>45.8</u> % - 10.1 <u>13.0</u> %	89 <u>98</u> (48.1 <u>52.1</u> %)	23.8 <u>23.9</u> % (24.1 <u>23.7</u> %)	45.0 <u>44.1</u> % - 4.4 <u>6.8</u> %	91 <u>98</u> (49.2 <u>52.1</u> %)
West-South	202 <u>191</u>	28.0 <u>29.0</u> % (27.6 <u>29.1</u> %)	63.7 <u>58.6</u> % - 15.8 <u>2.7</u> %	114 <u>91</u> (56.4 <u>47.6</u> %)	23.3 <u>23.7</u> % (22.9 <u>23.9</u> %)	63.8 <u>37.5</u> % - 1.8 <u>4.1</u> %	103 <u>95</u> (51.0 <u>49.7</u> %)
Mountain-West	145 <u>132</u>	30.0 <u>31.0</u> % (30.2 <u>31.4</u> %)	41.5 <u>40.0</u> % - 14.4 <u>16.9</u> %	71 <u>57</u> (49.0 <u>43.2</u> %)	24.3 <u>24.0</u> % (23.7 <u>23.7</u> %)	54.5 <u>50.8</u> % - 8.7 <u>8.6</u> %	79 <u>69</u> (54.5 <u>52.3</u> %)
East-North	51 <u>46</u>	31.4 <u>32.7</u> % (30.7 <u>32.1</u> %)	45.0 <u>51.2</u> % - 22.7 <u>23.0</u> %	30 <u>27</u> (58.8 <u>58.7</u> %)	25.7 <u>23.5</u> % (25.1 <u>23.5</u> %)	54.9 <u>44.9</u> % - 10.6 <u>6.5</u> %	28 <u>23</u> (54.9 <u>50.0</u> %)
East-South	42 <u>41</u>	31.7 <u>32.9</u> % (31.5 <u>32.3</u> %)	48.1 <u>47.2</u> % - 19.7 <u>24.8</u> %	22 <u>21</u> (52.4 <u>51.2</u> %)	25.0 <u>24.4</u> % (24.8 <u>24.8</u> %)	42.5 <u>41.9</u> % - 12.9 <u>11.2</u> %	21 <u>23</u> (50.0 <u>56.1</u> %)
Total U. S.	625 <u>598</u>	29.4 <u>30.7</u> % (29.2 <u>30.5</u> %)	63.7 <u>58.6</u> % - 10.1 <u>12.7</u> %	328 <u>309</u> (52.5 <u>51.7</u> %)	23.9 <u>24.0</u> % (23.8 <u>23.8</u> %)	63.8 <u>50.8</u> % - 1.8 <u>4.1</u> %	317 <u>303</u> (50.7 <u>50.7</u> %)

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Sales for Combo Restaurants

There were ~~1,194~~1,229 franchised Combo Restaurants (excluding SDO Restaurants) operating in the Continental U.S. as of December 31, ~~2022~~2023, all operated by franchisees. We excluded ~~303~~3 of them from these financial performance representations because they first opened for business after January 1, ~~2022~~2023 and did not operate for the full 12 months from January 1, ~~2022~~2023 through December 31, ~~2022~~2023. We also excluded the ~~169~~ Combo Restaurants that closed between January 1, ~~2022~~2023 and December 31, ~~2022~~2023, all of which had operated for more than 12 months before they closed. There were no Combo Restaurants that we or our affiliates operated as of December 31, ~~2022~~2023.

We also excluded from these financial performance representations the Combo Restaurants located in Alaska or Hawaii, although as of December 31, 2023 there were no Combo Restaurants located in Alaska or Hawaii. We do not believe that the results of Combo Restaurants in Alaska or Hawaii have a reasonable basis for prospective franchisees developing Combo Restaurants in the Continental U.S. Similarly, we do not make any financial performance representation for a prospective franchisee developing a Combo Restaurant in Alaska or Hawaii.

Tables ~~3 and 4~~ and 5 provide financial performance representations that are actual, historical results of the ~~Baskin-Robbins portion of the~~ remaining ~~1,164~~1,196 Combo Restaurants in the Continental U.S. (excluding SDO Restaurants) that were open for business to the public for at least one year at the end of the one-year measuring period on December 31, ~~2022~~2023. Tables ~~3 and 4~~ and 5 of financial performance representations reflect the average sales ~~of the Baskin-Robbins portion of the~~ for different types of franchised Combo Restaurants in various Regions of the Continental U.S. from January 1, ~~2022~~2023 through December 31, ~~2022~~2023.

~~[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]~~

Table 34: Continental U.S. Combo Franchise Restaurants								
Baskin-Robbins Sales in Combo Restaurants								
Average Restaurant Sales – Free Standing Type								
For the Period December 26, 2021, January 1, 2023 to December 31, 2022/2023								
	Drive-Thru Restaurants				Non Drive-Thru Restaurants			
Regions	Total Number of Combo Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) of Restaurants that Met or Exceeded Average	Total Number of Combo Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) of Restaurants that Met or Exceeded Average
=	Drive-Thru Restaurants				Non Drive-Thru Restaurants			
Northeast Baskin-Robbins Sales in Combo Restaurants								
69								
Northeast	70	\$162,903.174 .897 / (\$151,579.15 5,196)	\$677,557.7 50,532 - \$19,748.20 .246	30 (43%) 65	63	\$153,790.1 62,422 / (\$125,093 128,463)	\$443,970 511,512 - \$49,030.5 3,076	23 (35.37%)
Midwest	207.218	\$201,506.209 .763 / (\$173,470.18 1,935)	\$661,318.6 67,662 - \$24,650.32 .940	79.85 (38.39%)	16.15	\$141,797.1 48,498 / (\$128,302 120,297)	\$265,813 279,592 - \$35,898.4 2,591	6 (38.40%)
South	233.240	\$153,420.162 .773 / (\$127,155.13 3,962)	\$840,414.9 09,735 - \$14,279.23 .781	86.96 (37.40%)	15.14	\$127,807.1 42,034 / (\$142,028 149,716)	\$270,067 253,330 - \$23,495.3 2,544	9 (60.64%)
West	14	\$192,446.226 .187 / (\$198,379.23 0,781)	\$389,722.4 11,747 - \$50,271.56 .016	7 (50%)	1	N/A	N/A	N/A
Total Continental U.S.	523.542	\$174,697.184 .779 / (\$147,910.15 7,404)	\$840,414.9 09,735 - \$14,279.20 .246	202.218 (39.40%)	97.93	\$148,079.1 57,338 / (\$128,301 131,809)	\$443,970 511,512 - \$23,495.3 2,544	39 (38%)

Table 4: Continental U.S. Combo Franchise Restaurants								
Average Restaurant Sales – Shopping Center/Storefront Site Type/Gas & Convenience								
For the Period December 26, 2021 January 1, 2023 to December 31, 2022 2023								
	Drive-Thru Restaurants				Non Drive-Thru Restaurants			
Regions	Total Number of Combo Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) of Restaurants that Met or Exceeded Average	Total Number of Combo Restaurants	Average Sales (Median Sales)	Highest and Lowest Sales	Number (%) of Restaurants that Met or Exceeded Average
=	Drive-Thru Restaurants				Non Drive-Thru Restaurants			
Northeast Baskin-Robbins Sales in Combo Restaurants								
Northeast	15	\$131,224,141,279 / (\$95,022,156,363)	\$300,928,274,356 - \$23,166,17,468	68 (40.53%) 236	230	\$116,647,125,884 / (\$102,154,106,092)	\$402,103,604,892 - \$14,875,1,817	96 (89%) (41.39%)
Midwest	74 80	\$141,379,140,649 / (\$134,086,136,560)	\$358,680,303,279 - \$35,890,36,540	30 (38%) (42.48%)	44 45	\$124,284,138,609 / (\$109,231,128,672)	\$331,618,388,291 - \$6,223,40,357	20 (19%) (45.42%)
South	41 127	\$164,772,170,792 / (\$146,632,156,721)	\$529,032,491,488 - \$34,303,3,904	47 (56%) (40.44%)	42 45	\$138,879,136,305 / (\$105,760,97,404)	\$479,977,497,714 - \$11,938,14,116	13 (31.29%)
West	4 17	\$249,857,242,692 / (\$238,889,255,434)	\$622,230,567,497 - \$41,209,21,378	8 (50.53%)	2	N/A	N/A	N/A
Total Continental U.S.	220 239	\$161,197,163,964 / (\$140,530,145,515)	\$622,230,567,497 - \$23,166,3,904	94 (111%) (36.40%)	324 322	\$121,701,130,370 / (\$104,926,107,895)	\$479,977,604,892 - \$6,223,24	130 (122%) (40.39%)

Cost of Goods Sold for Combo Restaurants

We asked the 1,196 Combo Restaurants to report to us their costs of goods sold, labor costs, and other costs for the period from January 1, 2023 until December 31, 2023. Not all of the franchisees have provided this information. This Table 6 provides financial performance representations that are the actual historical results for the 1,170 franchised Combo Restaurants that provided us their cost of goods sold and labor cost information, located in various Regions, from January 1, 2023 through December 31, 2023.

Table 6: Continental U.S. Combo Franchise Restaurants							
Average Cost Of Goods Sold & Average Labor Cost Stated As A Percentage Of Total Sales							
For the Period January 1, 2023 to December 31, 2023							
<u>Regions</u>	<u>Total Number of Reporting Combo Restaurants</u>	<u>Average Cost of Goods Sold (Median)</u>	<u>Highest and Lowest Cost of Goods Sold</u>	<u>Number (%) of Restaurants At or Below the Average</u>	<u>Average Labor Cost (Median)</u>	<u>Highest and Lowest Labor Cost</u>	<u>Number (%) of Restaurants At or Below the Average</u>
<u>Northeast</u>	<u>375</u>	<u>26.6%</u> <u>(26.5%)</u>	<u>43.3% - 13.1%</u>	<u>200 (53.3%)</u>	<u>25.5%</u> <u>(25.0%)</u>	<u>42.8% - 4.3%</u>	<u>203 (54.1%)</u>
<u>Midwest</u>	<u>353</u>	<u>28.8%</u> <u>(28.3%)</u>	<u>53.3% - 17.4%</u>	<u>202 (57.2%)</u>	<u>25.8%</u> <u>(25.9%)</u>	<u>45.1% - 5.6%</u>	<u>172 (48.7%)</u>
<u>South</u>	<u>409</u>	<u>30.1%</u> <u>(29.8%)</u>	<u>43.1% - 20.0%</u>	<u>219 (53.5%)</u>	<u>23.5%</u> <u>(24.0%)</u>	<u>38.6% - 1.9%</u>	<u>188 (46.0%)</u>
<u>West</u>	<u>33</u>	<u>31.1%</u> <u>(30.3%)</u>	<u>36.0% - 27.0%</u>	<u>18 (54.5%)</u>	<u>28.0%</u> <u>(28.4%)</u>	<u>33.3% - 19.5%</u>	<u>16 (48.5%)</u>
<u>Total Continental U.S.</u>	<u>1,170</u>	<u>28.6%</u> <u>(28.5%)</u>	<u>53.3% - 13.1%</u>	<u>605 (51.7%)</u>	<u>25.0%</u> <u>(25.2%)</u>	<u>45.1% - 1.9%</u>	<u>564 (48.2%)</u>

Notes

1. We compiled the sales and cost figures for these financial performance representations using historical information that franchisees report to us. All of these financial performance representations reflect the actual operating results of franchised restaurants. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations. The franchised Baskin-Robbins Restaurants and Combo Restaurants whose results appear in this Item 19 offer essentially the same products and services, face the same kinds of competitive challenges (depending on the Region and location), and receive the same level of support from us that we expect new franchises will experience, although we regularly add new products and product line extensions and discontinue products, sometimes only for certain restaurants.
2. The term “Sales” in this Item 19 means Gross Sales, which means all revenue related to the sale of approved products and provision of services (including direct delivery, catering and/or delivery services through third parties) through the operation of the franchised Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the System; taxes collected from guests on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale.

Sales in Regions with a higher concentration of Restaurants that have been in operation for a substantial period of time tend to have higher sales than regions with a lower concentration of Restaurants that have been in operation for a lesser time period. The average length of time that the standalone franchised Baskin-Robbins Restaurants in Table 1 has been in operation is 28.2 years. The average length of time that the franchised Combo Restaurants in the second set of tables has been in operation is 18.2 years. A restaurant’s sales also vary based on, among other things, the owner’s operational ability, capital and financing (including working capital), commitment to training staff, customer service orientation, Restaurant location and site criteria (including traffic count and which side of the street (morning drive or afternoon drive side) the restaurant is located on), local household income, residential and/or daytime populations, ease of ingress and egress,

seating, parking, the physical condition of the restaurant, the visibility of exterior sign(s), and the Restaurant's focus on ice cream cake sales. Sales also may be affected by fluctuations due to seasonality (particularly in colder climates), weather and periodic marketing and advertising programs. Many of the franchised Restaurants have been open and operating for several years and have an existing customer base. Seasonality and weather also may significantly affect sales of ice cream and related products. Some restaurants' sales may include wholesale accounts and other distribution outlets, which may not be available to all Restaurants.

3. "COGS" means the cost of goods sold including food, beverages and items served or associated with the food or beverage, such as cups, napkins, straws, bags, plastic utensils and wrapping paper. A restaurant's COGS will vary based on, among other things, the owner's operational ability (including experience with managing quick service restaurant operations), experience building and managing an organization, and commitment to training staff. Many of the franchised Restaurants have been open and operating for several years and may have lower cost percentages due to years of experience managing costs. Factors affecting COGS include the price of raw materials; the ability to manage and implement proper controls of waste, ruin, loss, theft and the portion sizes served to the public; regional differences; temporary shortages; the mix of food and beverage items sold; whether the restaurant purchases finished products manufactured at another location; fluctuations in the price of coffee and certain other items and ingredients; seasonal and weather fluctuations; and fluctuations due to periodic marketing and advertising programs. Additionally, freight charges may be higher in some areas and are impacted by the cost of gasoline.

As described in Items 6 and 8, franchisees located in the Alaska, Hawaii, the Pacific Northwest and the Central States pay a lower CFF but pay more for ice cream and related products that similarly situated franchisees in other areas pay. As a result, Restaurants in these areas reported higher COGS than franchisees in other areas.

4. "Labor costs" means the salaries and wages paid to the franchised Restaurant's store manager and crew members. It does not include any other amounts associated with employing the franchised Restaurant's workers, like training wages and costs, payroll taxes, worker's compensation insurance, bonuses and other employee benefits, or costs to maintain payroll services. Labor costs also do not include any salaries, wages or other expenses associated with multi-unit leaders or managers or other personnel who provide services to multiple Restaurants within an organization. A franchised Restaurant's Labor costs will vary based on, among other things, the owner's operational ability (including experience with managing quick service restaurant operations), experience building and managing an organization, and commitment to training staff. Many of the franchised Restaurants have been open and operating for several years and may have lower cost percentages due to years of experience managing costs. Factors affecting Labor costs include the local labor market and any applicable federal~~-or~~, state, or local minimum wage law; healthcare legislation; employee turnover and the ability to train and retain employees; owners' compensation rates that may be included in labor, which varies among franchisees; salary and benefits programs, and scheduling.
5. The site types listed in the following tables are defined as follows:
 - a. Freestanding: A Restaurant, either newly constructed or an existing structure (to be retrofit), that does not share any common walls with any third party.
 - b. Shopping Center/Storefront: A Restaurant that shares a common wall (or walls) with third parties. The Restaurant could be an anchor (endcap) or inline tenant space in a strip center,

or it could be a location in a high density, multiple level construction (typically urban/downtown office building setting) sharing common wall and ceiling/floor construction with any third party.

- c. Gas & Convenience Restaurants: A Restaurant that is a sub-or shared tenancy within a Gas & Convenience host environment.
 - d. Drive-Thru Only: A Restaurant that does not have any indoor seating, but allows customers to drive up to the structure to place orders. In some cases, there may be a walk-up window or front counter. Drive-Thru Only Restaurants may be Freestanding, Shopping Center/Storefront or Gas & Convenience but are typically smaller than their counterparts with indoor seating.
6. Where “N/A” appears in the tables below, there are fewer than 10 Restaurants in the applicable group, and while we do not report the results of those few Restaurants separately due to concerns of identifying specific Restaurant results, we do include them in the group of all Restaurants in the U.S.
7. The Region descriptions are approximations. Some franchised Restaurant locations included in this data may not precisely follow the descriptions below. For example, some franchised Restaurants near the boundary of another Region may be included in that other Region’s data. As used through the FDD, “Regions” means:

Regions for Standalone Franchised Baskin-Robbins Restaurants:

North-East	South-East	Mountain West	West-North	West-South
IL; IN; KS; MD; MI; MO; NY; OH; PA; VA; WI; WV	AL; FL; GA; KY; LA; MS; NC; SC; TN	AR; AZ; CO; ID (excluding Kootenai, Canyon & Twin Falls counties); IA; MN; ND; NE; Clark County, NV; OK; MT; NM; SD; TX; UT; WY	AK; CA (excluding Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura counties); HI; ID counties Kootenai, Canyon & Twin Falls; OR; NV (excluding Clark County); WA	CA counties Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, and Ventura

Regions for Franchised Combo Restaurants:

Northeast Region			
DMA		DMA	
500	Portland, ME	532	Albany-Schenectady-Troy, NY
501	Metro, NY	533	Hartford-New Haven, CT
502	Binghamton, NY	537	Bangor, ME
504	Philadelphia, PA	538	Rochester, NY
506	E. Mass/Southern, NH	543	Springfield, MA
508	Pittsburgh, PA	549	Watertown, NY
514	Buffalo, NY	552	Presque Isle, ME

Northeast Region			
DMA		DMA	
516	Erie, PA	555	Syracuse, NY
521	Providence, RI	565	Elmira, NY
523	Burlington, VT-Plattsburgh, NY	566	Lancaster/Harrisburg/York, PA
526	Utica, NY	574	Johnstown/Altoona, PA
		577	Wilkes Barre/Scranton, PA

Midwest Region			
DMA		DMA	
505	Detroit, MI	613	Minneapolis, MN
509	Fort Wayne, IN	616	Lawrence, KS
510	Cleveland, OH	617	Milwaukee, WI
513	Flint-Saginaw-Bay City, MI	619	Springfield, MO
515	Cincinnati, OH	624	Sioux City, IA
527	Indianapolis, IN	631	Ottumwa/Kirksville, MO
535	Columbus, OH	632	Paducah, KY-Cape Girardeau, MO-Harrisburg/Mount Vernon, IL
536	Youngstown, OH	637	Cedar Rapids, IA
540	Traverse City, MI	638	St. Joseph, MO
542	Dayton, OH	648	Champaign/Springfield, IL
547	Toledo, OH	652	Omaha, NE
551	Lansing, MI	658	Green Bay/Appleton, WI
553	Marquette, MI	669	Madison, WI
554	Wheeling, IL/Steubenville, IL	675	Peoria/Bloomington, IL
558	Lima, OH	676	Duluth MN/Superior, WI
563	Grand Rapids, MI	678	Wichita, KS
581	Terre Haute, IN	679	Des Moines, IA
582	Lafayette, IN	682	Davenport, IA-Rock Island/Moline, IL
583	Alpena, MI	687	Minot, ND
588	South Bend, IN	702	La Crosse/Eau Claire, WI
596	Zanesville, OH	705	Wausau-Rhineland, WI
602	Chicago, IL	717	Quincy/Hannibal, MO
603	Joplin- Pittsburgh, MO	722	Lincoln & Hastings-Kearney, NE
604	Columbia/Jefferson City, MO	724	Fargo/Valley City, ND
605	Topeka, KS	725	Sioux Falls, SD
609	St. Louis, MO	737	Mankato, MN
610	Rockford, IL	740	North Platte, NE
611	Rochester, MN-Mason City, IA-Austin, MN	764	Rapid City, SD

South Region			
DMA		DMA	
503	Macon, GA	622	New Orleans, LA
507	Savannah, GA	623	Dallas, TX
511	Washington, DC	625	Waco, TX
512	Baltimore, MD	626	Victoria, TX
517	Charlotte, NC	627	Wichita Falls, TX
518	Winston-Salem, NC	628	Monroe/El Dorado, LA
519	Charleston, SC	630	Birmingham, AL
520	Augusta, GA	633	Odessa/Midland, TX

South Region			
DMA		DMA	
522	Columbus, GA	634	Amarillo, TX
524	Atlanta, GA	635	Austin, TX
525	Albany, GA	636	Harlingen/Weslaco/Brownsville/McAllen, TX
528	Miami-Ft. Lauderdale, FL	639	Jackson, TN
529	Louisville, KY	640	Memphis, TN
530	Tallahassee, FL	641	San Antonio, TX
531	Tri-Cities, TN-VA	642	Lafayette, LA
534	Orlando/Daytona/Melbourne, FL	643	Lake Charles, LA
539	Tampa/St. Pete/Sarasota, FL	644	Alexandria, LA
541	Lexington, KY	647	Greenwood/Greenville, MS
544	Norfolk, VA	649	Evansville, IN
545	Greenville/New Bern, NC	650	Oklahoma City, OK
546	Columbia, SC	651	Lubbock, TX
548	W. Palm Bch/Ft. Pierce, FL	656	Panama City, FL
550	Wilmington, NC	657	Sherman, TX
556	Richmond, VA	659	Nashville, TN
557	Knoxville, TN	661	San Angelo, TX
559	Beckley, WV	662	Abilene, TX
560	Raleigh/Durham, NC	670	Ft. Smith, AR
561	Jacksonville, FL	671	Tulsa, OK
564	Charleston, WV	673	Columbus/Tupelo/West Point, MS
567	Greenville/Spartanburg, SC-Asheville, NC-Anderson, SC	686	Mobile, AL/Pensacola, FL
569	Harrisonburg, VA	691	Huntsville/Decatur, AL
570	Myrtle Beach/Florence, SC	692	Beaumont/Port Arthur, TX
571	Fort Myers, FL	693	Little Rock/Pine Bluff, AR
573	Roanoke, VA	698	Montgomery, AL
575	Chattanooga, TN	709	Tyler, TX
576	Salisbury, MD	710	Hattiesburg/Laurel, MS
584	Charlottesville, VA	711	Meridian, MS
592	Gainesville, FL	716	Baton Rouge, LA
597	Parkersburg, WV	718	Jackson, MS
598	Clarksburg/Weston, WV	734	Jonesboro, AR
600	Corpus Christi, TX	736	Bowling Green, KY
606	Dothan, AL	746	Biloxi/Gulfport, MS
612	Shreveport, LA	749	Laredo, TX
618	Houston, TX	765	El Paso, TX

West Region			
DMA		DMA	
751	Denver, CO	801	Eugene, OR
752	Colorado Springs, CO	802	Eureka, CA
753	Phoenix, AZ	803	Los Angeles, CA
754	Butte/Bozeman, MT	804	Palm Springs, CA
755	Great Falls, MT	807	San Francisco, CA
756	Billings, MT	810	Yakima-Pasco-Richland-Kennewick, WA
757	Boise, ID	811	Reno, NV
758	Idaho Falls, ID	813	Medford/Klamath Falls, OR
759	Cheyenne, WY	819	Seattle, WA
760	Twin Falls, ID	820	Portland, OR

West Region			
DMA		DMA	
762	Missoula, MT	821	Bend, OR
766	Helena, MT	825	San Diego, CA
767	Casper, WY	828	Monterey/Salinas, CA
770	Salt Lake City, UT	839	Las Vegas, NV
771	Yuma/El Centro, CA	855	Santa Barbara, CA
773	Grand Junction, CO	862	Sacramento/Stockton, CA
789	Tucson, AZ	866	Fresno-Visalia, CA
790	Albuquerque, NM	868	Chico/Redding, CA
798	Glendive, MT	881	Spokane, WA
800	Bakersfield, CA		

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

Other than the preceding financial performance representations, we do not make any financial performance representations. We do not make any representations about a franchisee's future financial performance. We also do not authorize our employees or representatives to make 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 Lisa Storey, Vice-President, Franchise Counsel, Three Glenlake Parkway, Atlanta, Georgia 30328, (678) 514-4100, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION**

BASKIN-ROBBINS RESTAURANTS

Table 1: Systemwide Baskin-Robbins Outlet Summary for Years 2020 2021 to 2022 2023				
Outlet Type	Year	Outlets at Start of Year	Outlets at End of the Year	Net Change
Franchised	2020	949	894	-55
<u>Franchised</u>	2021	894	1,042	+148
	2022	1,042	1,001	-41
Company-Owned	2020 2023	0 1,001	0 978	0 -23
<u>Company-Owned</u>	2021	0	0	0
	2022	0	0	0
Total Outlets (Note 1)	2020 2023	949 0	894 0	-55 0
<u>Total Outlets (Note 1)</u>	2021	894	1,042	+148
	2022	1,042	1,001	-41
	2023	1,001	978	-23

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years 2020 2021 to 2022 2023		
State	Year	Number of Transfers
Alabama	2020	1
	2021	0

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years 2020 2021 to 2022 2023		
State	Year	Number of Transfers
	2022	0
Arizona	2020	1
Arizona	2021	0
	2022	1
Arkansas	2020 2023	0 2
Arkansas	2021	1
	2022	0
California	2020 2023	2 56
California	2021	32
	2022	31
Florida	2020 2023	0 19
Colorado	2021	0
	2022	0
	2023	4
Florida	2021	1
	2022	1
	2023	0
Illinois	2021	0
	2022	1
Hawaii	2020 2023	9 1
Indiana	2021	0
	2022	0
Illinois	2020 2023	1
Kansas	2021	0
	2022	1
	2023	1
Louisiana Kentucky	2020 2021	0
	2022	0
	2023	1
Louisiana	2021	1
	2022	3
Maryland	2020 2023	1
Maryland	2021	1
	2022	3
Michigan	2020 2023	0
Michigan	2021	0
	2022	1
Mississippi	2020 2023	0 2
Mississippi	2021	1
	2022	0
Missouri	2020 2023	0 7
Missouri	2021	1
	2022	2
Nevada	2020 2023	0 1
Montana	2021	0
	2022	0
	2023	3
Nevada	2021	1
	2022	0

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years 2020 2021 to 2022 2023		
State	Year	Number of Transfers
Oregon	2020 2023	0 2
<u>New Mexico</u>	2021	0
	2022	0
	2023	1
<u>Oregon</u>	2021	2
	2022	0
South Carolina	2020 2023	1 2
<u>South Carolina</u>	2021	1
	2022	1
Tennessee	2020 2023	1
<u>Tennessee</u>	2021	2
	2022	3
Texas	2020 2023	3
<u>Texas</u>	2021	6
	2022	8
	2023	5
Washington <u>Utah</u>	2020 2021	0
<u>Virginia</u>	2022	0
	2023	1
	2021	0
<u>Washington</u>	2022	0
	2023	2
	2021	1
<u>West Virginia</u>	2022	8
	2023	0
West Virginia	2020 2023	0 3
<u>West Virginia</u>	2021	1
	2022	0
	2023	0
<u>Wisconsin</u>	2021	0
	2022	0
Total	2020 2023	4 33
Total	2021	52
	2022	63
	2023	72

Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2020 2021 to 2022 2023								
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	2020	5	0	0	0	0	1	4
<u>Alabama</u>	2021	4	0	0	0	0	2	2
	2022	2	0	0	0	0	0	2
Alaska	2020	4	0	0	0	0	2	2
<u>Alaska</u>	2023	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2

Table 3:
Status of Baskin-Robbins Franchised Outlets for the Years ~~2020~~2021 to ~~2022~~2023

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
Arizona	2020 <u>2023</u>	29 <u>2</u>	0	0	0	0	20	27 <u>2</u>
<u>Arizona</u>	2021	27	0	0	0	0	2	25
	2022	25	0	0	0	0	0	25
Arkansas	2020 <u>2023</u>	0 <u>2</u>	0 <u>1</u>	0	0	0	0 <u>1</u>	0 <u>2</u>
<u>Arkansas</u>	2021	0	1	0	0	0	1	39
	2022	39	1	1	0	0	3	36
California	2020 <u>2023</u>	428 <u>3</u>	50	60	21	0	123	413 <u>3</u>
<u>California</u>	2021	413	2	3	1	0	5	406
	2022	406	3	1	0	0	10	398
Colorado	2020 <u>2023</u>	24 <u>3</u>	0 <u>3</u>	0 <u>3</u>	0 <u>1</u>	0	15	23 <u>3</u>
<u>Colorado</u>	2021	23	1	0	0	0	1	23
	2022	23	1	0	0	0	0	24
District of Columbia	2020 <u>2023</u>	1 <u>2</u>	0 <u>1</u>	0	0	0	0 <u>1</u>	0 <u>2</u>
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
Florida	2020	6	0	0	0	0	1	5
<u>Florida</u>	2021	5	1	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Georgia	2020 <u>2023</u>	5 <u>7</u>	0	0	0	0	1	4 <u>6</u>
<u>Georgia</u>	2021	4 <u>5</u>	0	0	0	0	1	3 <u>4</u>
	2022	3 <u>4</u>	0	0	0	0	0	3 <u>4</u>
Hawaii	2020 <u>2023</u>	1 <u>6</u>	0	0	0	0	0	1 <u>6</u>
<u>Hawaii</u>	2021	16	0	0	0	0	0	16
	2022	16	2	0	1	0	0	17
Idaho	2020 <u>2023</u>	8 <u>1</u>	1 <u>0</u>	0	0	0	20	7 <u>1</u>
<u>Idaho</u>	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	2	6
Illinois	2020 <u>2023</u>	1 <u>1</u>	0	0	0	0	31	8 <u>5</u>
<u>Illinois</u>	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Indiana	2020 <u>2023</u>	7 <u>8</u>	0	0	0	0	10	6 <u>8</u>
<u>Indiana</u>	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
Iowa	2020 <u>2023</u>	1 <u>6</u>	0	0 <u>2</u>	0	0	0	1 <u>4</u>
<u>Iowa</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Table 3:
Status of Baskin-Robbins Franchised Outlets for the Years ~~2020~~2021 to ~~2022~~2023

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
Kansas	2020	0 <u>1</u>	0 <u>1</u>	0	0	0	0	0 <u>2</u>
<u>Kansas</u>	2021	0	0	0	0	0	0	15
	2022	15	0	0	0	0	1	14
Kentucky	2020	19 <u>14</u>	0	0	0	0	1 <u>2</u>	18 <u>12</u>
<u>Kentucky</u>	2021	18	0	0	0	0	1	17
	2022	17	0	0	0	0	1	16
Louisiana	2020	23 <u>16</u>	1	0	0	0	0 <u>1</u>	24 <u>16</u>
<u>Louisiana</u>	2021	24	0	0	0	0	1	23
	2022	23	0	0	0	0	1	22
Maryland	2020	10 <u>22</u>	0 <u>2</u>	0 <u>1</u>	0	0	1 <u>0</u>	9 <u>23</u>
<u>Maryland</u>	2021	9	0	0	0	0	0	9
	2022	9	0	0	0	0	1	8
Michigan	2020	11 <u>8</u>	0 <u>2</u>	0	0	0	0	11 <u>10</u>
<u>Michigan</u>	2021	11	0	0	0	0	0	11
	2022	11	0	0	1	0	1	9
Mississippi	2020	1 <u>9</u>	0 <u>2</u>	0	0	0	0	47 <u>10</u>
<u>Mississippi</u>	2021	1	0	0	0	0	3	47
	2022	47	6	0	0	0	5	48
Missouri	2020	7 <u>48</u>	1 <u>20</u>	0 <u>3</u>	0	0	3 <u>3</u>	20 <u>42</u>
<u>Missouri</u>	2021	7 <u>22</u>	1	0	0	0	3	20
	2022	20	1	1	0	0	2	18
Montana	2020	7 <u>18</u>	0	1	0	0	0 <u>0</u>	5 <u>16</u> ²
<u>Montana</u>	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Nebraska	2020	0 <u>5</u>	0	0	0	0	0	3 <u>5</u>
<u>Nebraska</u>	2021	0	3	0	0	0	0	3
	2022	3	0	0	0	0	1	2
Nevada	2020	22 <u>2</u>	0 <u>0</u>	0	0	0	0	23 <u>2</u>
<u>Nevada</u>	2021	23	0	0	0	0	0	23
	2022	23	0	0	0	0	0	23
New Jersey	2020	1 <u>23</u>	0	0	0	0	0 <u>1</u>	0 <u>22</u>
<u>New Jersey*</u>	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
New Mexico	2020	1 <u>8</u> <u>0</u>	0 <u>1</u>	0	0	0	0 <u>0</u>	1 <u>7</u> <u>1</u>
	2023							

Table 3:
Status of Baskin-Robbins Franchised Outlets for the Years ~~2020~~2021 to ~~2022~~2023

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
New Mexico	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	0	17
New York	2020 2023	+0 17	0	0	0	0	+0	9 17
New York	2021	9	0	0	0	0	0	9
	2022	9	1	0	0	0	1	9
North Carolina	2020 2023	4 9	0	0	0	0	1	3 8
North Carolina	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Ohio	2020 2023	3	0	0	0	0	0	3
Ohio	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
Oklahoma	2020 2023	0 2	0	0	0	0	0	0 2
Oklahoma	2021	0	0	0	0	0	1	5
	2022	5	1	1	0	0	1	4
Oregon	2020 2023	3 5	0 1	0 1	0	0	6 0	2 8
Oregon	2021	28	0	0	0	0	3	25
	2022	25	0	0	0	0	0	25
Pennsylvania	2020 2023	3 2	0 1	0	0	0	0	4 2
Pennsylvania	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
South Carolina	2020 2023	6 4	0	0	0	0	0 2	6 2
South Carolina	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	1	5
Tennessee	2020 2023	1 4	1	0	0	0	0	1 3
Tennessee	2021	13	2	0	0	0	4	72
	2022	72	0	0	0	0	19	53
Texas	2020 2023	1 0	5 2	0	0	0	4	1 0
Texas	2021	103	1	1	0	0	6	97
	2022	97	1	0	0	0	2	96
Utah	2020 2023	1 3	9 6	0	0	0	0 3	1 3
Utah	2021	13	0	0	0	0	0	13
	2022	13	1	0	0	0	0	14
Virginia	2020 2023	1 7	1 4	0	2 0	0	0 1	1 5
Virginia	2021	15	0	0	1	0	1	13
	2022	13	0	0	0	0	0	13

Table 3: Status of Baskin-Robbins Franchised Outlets for the Years 2020 2021 to 2022 2023								
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
Washington	2020 2023	66 <u>13</u>	+0	30	20	0	60	56 <u>13</u>
<u>Washington</u>	2021	56	0	0	2	0	5	49
	2022	49	1	0	0	0	3	47
West Virginia	2020 2023	34 <u>7</u>	0	0	0	0	02	34 <u>5</u>
<u>West Virginia</u>	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
Wisconsin	2020 2023	52	+0	0	0	0	+0	52
<u>Wisconsin</u>	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Wyoming	2020 2023	+5	0	0	0	0	0	+5
<u>Wyoming</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total	2020 2023	949 <u>1</u>	200	110	60	0	500	894 <u>1</u>
Total	2021	894	9	5	4	0	41	1,042
	2022	1,042	21	4	2	0	56	1,001
	2023	<u>1,001</u>	<u>21</u>	<u>10</u>	<u>2</u>	<u>0</u>	<u>32</u>	<u>978</u>

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

Table 4: Status of Baskin-Robbins Company-Owned Outlets for Years 2020 2021 to 2022 2023							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	2020 <u>1</u>	0	0	0	0	0	0
	2021 <u>2</u>	0	0	0	0	0	0
	2022 <u>3</u>	0	0	0	0	0	0

Table 5: Projected Baskin-Robbins Openings as of December 31, 2022 2023			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	+0	+3	0
California	+3	+29	0

Table 5: Projected Baskin-Robbins Openings as of December 31, 20222023			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida Hawaii	1 <u>0</u>	1	0
Idaho	<u>0</u>	<u>2</u>	<u>0</u>
Louisiana Kansas	1 <u>0</u>	1	0
Ohio Louisiana	2 <u>0</u>	2	0
Michigan	<u>0</u>	<u>1</u>	<u>0</u>
Mississippi	<u>0</u>	<u>2</u>	<u>0</u>
New Jersey	<u>1</u>	<u>0</u>	<u>0</u>
Oklahoma New York	1	1	0
Tennessee	<u>0</u>	<u>2</u>	<u>0</u>
Pennsylvania Texas	4 <u>0</u>	4	0
Texas Utah	5 <u>0</u>	5 <u>1</u>	0
Washington	<u>0</u>	<u>2</u>	<u>0</u>
Wisconsin	2 <u>1</u>	2 <u>0</u>	0
TOTALS	19<u>196</u>	19<u>1931</u>	0

Note 1: The total number of Baskin-Robbins solo outlets may be affected by the closing of the Dunkin' portion of some Combo Restaurants. These former Combo Restaurants are now counted under Baskin-Robbins solo Restaurants. We do not consider these as new Restaurant openings.

Note 2: The total number of Baskin-Robbins solo outlets may be affected by the closing of the Dunkin' portion of some Combo Restaurants. These former Combo restaurants are now counted under Baskin-Robbins solo restaurants. The total number of Baskin-Robbins solo outlets may be affected by the addition of a Dunkin' to an existing Baskin-Robbins solo outlet. These former Baskin-Robbins solo outlets are now counted under Combo outlets. We do not consider these as new restaurant openings or terminations of Baskin-Robbins solo outlets.

Prior to 2022, the tables above did not include Baskin-Robbins Restaurants that were owned or franchised by one Area Developer pursuant to a Territorial Franchise Agreement. The following charts do not include Baskin-Robbins Restaurants located on U.S. military bases outside of the United States.

The tables above provide information during the periods labeled as ~~2020, 2021 and~~ 2022 and 2023. The fiscal ~~year 2020 numbers represent the 12-month period between December 29, 2019, and December 26, 2020. The fiscal~~ year 2021 numbers represent the 12-month period between December 27, 2020, and December 25, 2021. The fiscal year 2022 numbers represent the 12-month period between December 25, 2021 and December 31, 2022. The fiscal year 2023 numbers represent the 12-month period between January 1, 2023 and December 31, 2023. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

During the last 3 fiscal years, we have signed confidentiality agreements with some current and former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak

with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. See Exhibit I for a List of Current Baskin-Robbins Franchisees and Area Developers and Exhibit J for a List of Former Baskin-Robbins franchisees.

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

PC #	Restaurant Location	Franchisee Name	City	State	Phone	Email Address
359820 364826	Yuma (AZ) CA	George Hart Mohammed Khan	Colorado Springs Corona	CO CA	(719)785-4823 626-297-6615	George.Hart@AesirGroup. mohammed.khan@altairfoodsbr.com
363922 365097	San Diego (CA)	Hector Ruiz Nigora Tulyag	Chula Vista Fresno	CA	(619)407-253- 2277455-0908	hectorerui zmulyagllc@gmail.com
356889 363873	Los Angeles (CA)	Tariq Shaikh Sandeep Dhanda	Van Nuys Stockton	CA	(818)-632-4214 209-518-3496	tariq.shaikh.35@gmail. sandeepdhanda@yahoo.com
363236	Arlington (TX)	Rishad Rajabali	Rolling Meadows	IL	(847)-722-2632	rishad.rajabali@ rajabaligroup.com
364180	Westlake (LA)	Shawn Clancy	Westlake	LA	(775)-328-0118	jfavre@ caesars.com
363520	Clyde (OH)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
363521	Clyde (OH)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
363758	Waterfall (PA)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
363759	Lawn (PA)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
363760	Bowmansville (PA)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
363762	Somerset (PA)	Elizabeth Pierce	ANDOVER	MA	(203)-816-1537	elizabeth.pierce@ applegreen.com
359526	Sunrise (FL)	Igor Zak	Old Bridge	NJ		izak@ noshventures.com
364185 364205	Tonkawa (OK) NJ	Kazim Khan Hetal Patel	Perry Paramus	OK NJ	9735170030	stuekeys.tx. phetal09@gmail.com
357639 365162	Winnie (TX) NY	Shahbaz Raza Taslim Yousaf	ORANGE Albany	TX NY	(409)-330-7800 518-706-7013	stuekeys.tx@gmail. info@rtsoffice.com
359776	Orange (TX)	Shahbaz Raza	ORANGE	TX	(409)-330-7800	stuekeys.tx@gmail. com
363449	Fort Worth (TX)	Syed Ahmad	RICHARDSON	TX		kaizen20@aol. com
363002	Hillsboro (TX)	Aminmohamed Makhani	San Antonio	TX	(210)-875-5250	amakhani1991@gmail. com
349089	Milwaukee (WI)	Rekha Gabbawala	Milwaukee	WI	(414)347-1599	shyama_parikh@hotmail. com
363962 364579	Waupun (WI)	Gary Gussel	Wisconsin Dells	WI	(608)669-0670	salsakerdd@gmail. com

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

None.

DUNKIN' AND BASKIN-ROBBINS COMBO RESTAURANTS

Table 1: Systemwide Combo Outlet Summary for Years 2020 2021 to 2022 2023				
Outlet Type	Year	Outlets at Start of Year	Outlets at End of the Year	Net Change
Franchised	2020	1,348	1,293	-55
<u>Franchised</u>	2021	1,293	1,234	-59
	2022	1,234	1,252	+18
Company-Owned	2020 2023	0 1,252	0 1,283	0 +31
<u>Company-Owned</u>	2021	0	0	0
	2022	0	0	0
Total Outlets	2020 2023	1,348 0	1,293 0	-55 0
<u>Total Outlets (Note 1)</u>	2021	1,293	1,234	-59
	2022	1,234	1,252	+18
	2023	1,252	1,283	+31

Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years 2020 2021 to 2022 2023		
State	Year	Number of Transfers
Alabama	2020 2021	0 1
	2021 2022	1 0
	2022 2023	0
Arizona	2020 2021	0
	2022	2
	2023	0
<u>Colorado</u>	2021	0
	2022	2 1
Colorado	2020 2023	1
<u>Connecticut</u>	2021	0
	2022	1
Connecticut	2020 2023	0 1
<u>Florida</u>	2021	0 3
	2022	3 4
Florida	2020 2023	1 04
<u>Georgia</u>	2021	3 2
	2022	2 0
Georgia	2020 2023	0 7
<u>Illinois</u>	2021	2 3
	2022	0 6
Illinois	2020 2023	0 1
<u>Kansas</u>	2021	3 0
	2022	0 6

Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years 20202021 to 20222023		
State	Year	Number of Transfers
	<u>2023</u>	<u>1</u>
Kentucky	2020 2021	0
	<u>2022</u>	<u>2</u>
	<u>2023</u>	<u>0</u>
<u>Louisiana</u>	2021	0
	2022	2 0
Maryland	2020 2023	0 1
<u>Maryland</u>	2021	1
	2022	0
Michigan	2020 2023	0
<u>Michigan</u>	2021	0
	2022	3
Minnesota	2020 2023	0
<u>Minnesota</u>	2021	0
	2022	1
Missouri	2020 2023	3 0
<u>Missouri</u>	2021	5
	2022	0
Nebraska	2020 2023	0
<u>Nebraska</u>	2021	0
	2022	1
New Jersey	2020 2023	4 0
<u>New Jersey</u>	2021	9
	2022	0
New Mexico	2020 2023	0
<u>New Mexico</u>	2021	1
	2022	2
New York	2020 2023	5 0
<u>New York</u>	2021	1
	2022	0
North Carolina	2020 2023	4 1
<u>North Carolina</u>	2021	11
	2022	4
Rhode Island	2020 2023	1 3
<u>Pennsylvania</u>	2021	0
	2022	0
South Dakota	2020 2023	0 2
<u>South Dakota</u>	2021	0
	2022	4
Texas	2020 2023	5 0
<u>Texas</u>	2021	5
	2022	8
Virginia	2020 2023	1 4
<u>Virginia</u>	2021	2
	2022	1
Total	2020 2023	3 43
Total	2021	44
	2022	39
	<u>2023</u>	<u>29</u>

Table 3:
Status of Combo Franchised Outlets for Years ~~2020~~2021 to ~~2022~~2023

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	2020	3	0	0	0	0	1	2
Alabama	2021	2	3	0	0	0	0	5
	2022	5	2	0	0	0	0	7
Arizona	2020 2023	8 7	2 0	0	0	0	0	10 7
Arizona	2021	10	1	0	0	0	0	12
	2022	12	1	0	0	0	2	11
Arkansas	2020 2023	2 11	0 2	0	0	0	0	2 13
Arkansas	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
California	2020 2023	10 2	1 0	0	0	0	1 0	10 2
California	2021	10	2	0	0	0	0	12
	2022	12	0	0	0	0	0	12
Colorado	2020 2023	9 12	0	0	0	0	2 0	7 12
Colorado	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Connecticut	2020 2023	7	0	0 1	0	0	0	7 6
Connecticut	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Delaware	2020 2023	6 7	0	0	0	0	1 0	5 7
Delaware	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
District of Columbia	2020 2023	7 4	1 0	0	0	0	3 0	5 4
District of Columbia	2021	5	0	0	0	0	1	4
	2022	4	0	0	0	0	0	4
Florida	2020 2023	15 14	3 0	0	0	0	2 50	12 94
Florida	2021	129	0	0	0	0	14	115
	2022	115	3	0	0	0	1	117
Georgia	2020 2023	59 117	4 2	0	0	0	1 2	62 117
Georgia	2021	62	6	0	0	0	9	59
	2022	59	1	0	0	0	0	60
Illinois	2020 2023	24 860	1 3	0	0	0	6 1	24 362
Illinois	2021	243	3	0	0	0	5	241
	2022	241	4	0	0	0	6	239
Indiana	2020 2023	20 239	1 7	0	0 1	0	0	21 245
Indiana	2021	21	0	0	0	0	0	21

Table 3:
Status of Combo Franchised Outlets for Years ~~2020~~2021 to ~~2022~~2023

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
	2022	21	1	0	0	0	0	22
Iowa	2020 2023	+22	0 1	0	0	0	0	+23
<u>Iowa</u>	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
Kansas	2020 2023	0	0	0	0	0	0	0
<u>Kansas</u>	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
Kentucky	2020 2023	5 2	0	0	0	0	0	5 2
<u>Kentucky</u>	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Louisiana	2020 2023	2 5	+0	0	0	0	0	3 5
<u>Louisiana</u>	2021	3	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Maryland	2020 2023	9 45	2 0	0	0	0	7 0	8 65
<u>Maryland</u>	2021	86	3	0	0	0	12	77
	2022	77	2	0	0	0	4	75
Massachusetts	2020 2023	3 75	0	0	0	0	0 1	3 74
<u>Massachusetts</u>	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Michigan	2020 2023	3 53	2 0	0	0	0	2 0	3 53
<u>Michigan</u>	2021	35	3	0	0	0	1	37
	2022	37	0	0	0	0	0	37
Minnesota	2020 2023	3 37	3 1	0	0	0	0	6 38
<u>Minnesota</u>	2021	6	1	0	0	0	0	7
	2022	7	1	0	0	0	0	8
Mississippi	2020 2023	0 8	0	0	0	0	0	0 8
<u>Mississippi</u>	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Missouri	2020 2023	1 21	0	0	0	0	2 0	1 01
<u>Missouri</u>	2021	10	0	0	0	0	0	10
	2022	10	2	0	0	0	0	12
Nebraska	2020 2023	1 2	0 1	0	0	0	0	1 3
<u>Nebraska</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New Jersey	2020 2023	1 051	0 1	0	0	0	1 00	9 52

Table 3:
Status of Combo Franchised Outlets for Years ~~2020~~2021 to ~~2022~~2023

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
New Jersey	2021	95	0	0	0	0	22	73
	2022	73	0	0	0	0	1	72
New Mexico	2020 2023	572	20	01	0	0	02	769
New Mexico	2021	7	0	0	0	0	0	7
	2022	7	1	0	0	0	0	8
New York	2020 2023	3288	10	0	0	0	160	3138
New York	2021	313	6	0	0	0	26	293
	2022	293	4	0	0	0	6	291
North Carolina	2020 2023	44291	1	01	01	0	03	45287
North Carolina	2021	45	1	0	0	0	4	42
	2022	42	2	0	0	0	0	44
Ohio	2020 2023	2344	02	0	0	0	23	2143
Ohio	2021	21	1	0	0	0	0	23
	2022	23	2	0	0	0	0	25
Oklahoma	2020 2023	325	13	0	0	0	0	428
Oklahoma	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Pennsylvania	2020 2023	304	01	0	0	0	40	265
Pennsylvania	2021	26	0	0	0	0	6	20
	2022	20	0	0	0	0	1	19
South Carolina	2020 2023	1419	16	0	0	0	41	1124
South Carolina	2021	11	1	0	0	0	1	11
	2022	11	0	0	0	0	0	11
Tennessee	2020 2023	711	10	0	0	0	0	811
Tennessee	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Texas	2020 2023	628	20	10	0	0	20	618
Texas	2021	61	5	0	0	0	0	66
	2022	66	6	0	0	0	1	71
Utah	2020 2023	071	110	01	01	0	0	179
Utah	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Virginia	2020 2023	381	10	0	0	0	1	380
Virginia	2021	38	0	0	0	0	1	37
	2022	37	2	0	0	0	1	38

Table 3: Status of Combo Franchised Outlets for Years 2020 2021 to 2022 2023								
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
West Virginia	2020 2021	3 38	0 2	0	0	0	0	3 40
West Virginia	2021	3	0	0	0	0	0	3
West Virginia	2022	3	0	0	0	0	0	3
Wisconsin	2020 2021	2 3	4 0	0	0	0	0	6 3
Wisconsin	2021	6	5	0	0	0	0	12
Wisconsin	2022	12	3	0	0	0	0	15
Wyoming	2020 2021	1 5	0 9	0	0	0	0	1 24
Wyoming	2021	1	0	0	0	0	0	1
Wyoming	2022	1	0	0	0	0	0	1
Total	2020 2021	1,348 1	36 0	1 0	0	0	9 0	1,293 1
Total (Note 2)	2021	1,293	41	0	0	0	104	1,230
	2022	1,230 1,230	43	0	0	0	21	1,252
	2023	1,252	52	4	3	0	14	1,283

Table 4: Status of Combo Company-Owned Outlets for Years 2020 2021 to 2022 2023							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year*
Total	2020 2021	0	0	0	0	0	0
	2021 2022	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0

Table 5: Projected Combo Openings as of December 31, 2022 2023			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	2	0
Arizona	0	2	0
Colorado California	0	1	0
Florida	0	3	0
Georgia	0	4	0
Illinois	0	3	0
Indiana Illinois	0	1	0
Kansas Iowa	0	1	0
Louisiana	0	1	0
Minnesota Maryland	0	1	0

Table 5: Projected Combo Openings as of December 31, 2022 2023			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Mississippi Michigan	0	1	0
Missouri Minnesota	0	<u>1</u>	0
Nebraska	0	1	0
Nevada	0	1	0
New Mexico	0	1	0
New York South Carolina	0	1	0
North Carolina Texas	0	<u>2</u>	0
Ohio	0	4	0
Texas Virginia	0	<u>6</u>	0
Virginia Wisconsin	0	<u>2</u>	0
Total	0	<u>39</u>	0

The tables provide information during the periods labeled as ~~2020, 2021 and 2022~~. The fiscal year ~~2020~~ numbers represent the 12-month period between ~~December 29, 2019, and December 26, 2020~~. The fiscal year ~~2021~~ numbers represent the 12-month period between ~~December 27, 2020, and December 25, 2021~~. The fiscal year ~~2022~~ numbers represent the 12-month period between ~~December 25, 2021, and December 31, 2022~~. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Note 1: The total number of Baskin-Robbins solo outlets may be affected by the closing of the Dunkin' portion of some Combo Restaurants. These former Combo Restaurants are now counted under Baskin-Robbins solo Restaurants. We do not consider these as new Restaurant openings.

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

The total number of Combo outlets may be affected by the addition of a ~~Baskin-Robbins~~Dunkin' to an existing ~~Dunkin'~~Baskin-Robbins solo outlet. These former ~~Dunkin'~~Baskin-Robbins solo outlets are now counted under Combo outlets. We do not consider these as new outlet openings.

The tables above provide information during the periods labeled as 2021, 2022 and 2023. The fiscal year 2021 numbers represent the 12-month period between December 27, 2020, and December 25, 2021. The fiscal year 2022 numbers represent the 12-month period between December 25, 2021, and December 31, 2022. The fiscal year 2023 number represent the 12-month period between January 1, 2023 and December 31, 2023. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

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

franchisee. See Exhibit I for a List of Current Combo Franchisees and Exhibit J for a List of Former Combo Franchisees.

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

None.

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

None.

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

Name: Association of Independent Baskin-Robbins Franchise Owners, "AIBRFO"
Address: 1560 S. Mason Road, Suite B
Katy, TX 77450
E-mail: AIBRFO@gmail.com

ITEM 21:
FINANCIAL STATEMENTS

Exhibit B contains the consolidated audited financial statements of DB Master Finance Parent ~~LLC~~ and its subsidiaries, which includes the consolidated balance sheets as of December 31, 2022 (Successor) and December 25, 2021 (Successor) and the related consolidated statements of income and comprehensive income, member's equity ~~(deficit)~~, and cash flows for the fiscal years ended December 31, 2022 (Successor) and December 25, 2021 (Successor), the 12-day period ended December 26, 2020 (Successor), and the 352-day period ended December 14, 2020 (Predecessor) and the related notes to the consolidated financial statements.

Exhibit B also contains the consolidated audited financial statements of Dunkin' Brands ~~Group~~, Inc. and its subsidiaries, which includes the consolidated balance sheets as of December 31, 2022 (Successor) and December 25, 2021 (Successor) and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity ~~(deficit)~~, and cash flows for the fiscal years ended December 31, 2022 (Successor) and December 25, 2021 (Successor), the 12-day period ended December 26, 2020 (Successor), and the 352-day period ended December 14, 2020 (Predecessor) and the related notes to the consolidated financial statements ~~and the related supplementary consolidating financial information.~~ These consolidated financial statements are being provided for disclosure purposes only. Dunkin' Brands ~~Group~~, Inc. is not a party to the Franchise Agreement or Store Development Agreement we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement or Store Development Agreement we sign with franchisees.

DB Master Finance Parent ~~LLC~~ absolutely and unconditionally guarantees the performance of our obligations to franchisees under the Franchise Agreement and ~~Area~~[Store](#) Development Agreement. The Guarantee of Performance is included in Exhibit B.

**ITEM 22:
CONTRACTS**

~~The~~This Disclosure Document includes a sample of the following contracts ~~and agreements are included as exhibits:~~

- ~~C-1. Baskin-Robbins Franchise Agreement (FA)~~
- ~~C-2. Combo Franchise Agreement (FA)~~
- ~~D-1. Baskin-Robbins Store Development Agreement (SDA)~~
- ~~D-2. Combo Store Development Agreement (SDA)~~
- ~~D-3. Conditional Option(s) to Extend~~
- ~~E-1. Capital Contribution Development Incentive~~
- ~~E-2. Relocation Capital Contribution Development Incentive~~
- ~~E-3. Transfer Sales Increase Incentive~~
- ~~E-4. Military Veterans Ownership Incentive~~
- ~~E-5. Multi-Restaurant Ownership Incentive~~
- ~~G. Option to Assume Lease~~
- ~~K. Form of General Release~~
- ~~L. Intranet Terms of Use~~
- ~~M. Electronic Payment Participation Agreement~~

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

**ITEM 23:
RECEIPTS**

Attached to this ~~disclosure document~~FDD as Exhibit OL is a detachable acknowledgment of receipt.

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

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<p>CALIFORNIA Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Commissioner State Capitol, Fourteenth Floor, Dept. 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360362) 902-8760</p>
<p>MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner of Financial Protection & Innovation Department of Financial Protection & Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8236</p>
<p>HAWAII Commissioner of Securities of the State of Hawaii Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Securities Department State Capitol, Fourteenth Floor, Dept. 414 Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 362 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1500</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

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

DB Master Finance Parent LLC and Subsidiaries

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

Consolidated Financial Statements as of December 30, 2023 and December 31, 2022 and for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021 and Independent Auditors' Report

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Income and Comprehensive Income	4
Consolidated Statements of Member's Equity	5
Consolidated Statements of Cash Flows	6
Notes to Consolidated Financial Statements	7



KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

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

Opinion

We have audited the consolidated financial statements of DB Master Finance Parent LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of income and comprehensive income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 30, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 30, 2023 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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



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

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 22, 2024

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

	December 30, 2023	December 31, 2022
Assets		
Current assets:		
Restricted cash and cash equivalents	\$ 133,826	\$ 112,088
Accounts receivable, net of allowances of \$7,243 and \$6,114 as of December 30, 2023 and December 31, 2022, respectively	69,794	58,900
Notes and other receivables, net of allowances of \$215 and \$137 as of December 30, 2023 and December 31, 2022, respectively	12,384	13,596
Note receivable from affiliate	—	113,698
Prepaid expenses and other current assets	3,550	2,640
Total current assets	219,554	300,922
Property and improvements, net	149,541	156,151
Operating lease assets, net	351,926	357,379
Intangible assets, net	8,394,417	8,486,128
Other assets	22,353	10,690
Total assets	<u>\$ 9,137,791</u>	<u>\$ 9,311,270</u>
Liabilities and Member's Equity		
Current liabilities:		
Current portion of long-term debt	\$ 42,650	\$ 42,650
Operating lease liabilities	31,034	31,740
Accounts payable	4,197	4,670
Due to affiliates, net	32,496	27,317
Deferred revenue	30,918	28,741
Other current liabilities	26,705	20,496
Total current liabilities	168,000	155,614
Long-term debt, net	4,651,526	4,289,169
Operating lease liabilities	301,120	298,140
Deferred revenue	120,392	86,218
Other long-term liabilities	15,496	18,031
Total long-term liabilities	5,088,534	4,691,558
Commitments and contingencies (note 10)		
Member's equity:		
Member's equity	3,881,371	4,447,710
Retained earnings	—	16,584
Accumulated other comprehensive loss	(114)	(196)
Total member's equity	3,881,257	4,464,098
Total liabilities and member's equity	<u>\$ 9,137,791</u>	<u>\$ 9,311,270</u>

See accompanying notes to consolidated financial statements.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Revenues:			
Franchise fees and royalty revenues	\$ 766,919	\$ 718,108	\$ 651,327
Advertising fees and related income	604,860	570,449	533,756
Rental income	132,326	129,725	126,354
Licensing fees	76,279	73,929	66,623
Sales of ice cream products	4,893	4,540	3,662
Other revenues	6,355	7,751	5,181
Total revenues	<u>1,591,632</u>	<u>1,504,502</u>	<u>1,386,903</u>
Operating costs and expenses:			
Management fees	111,751	102,696	185,066
Occupancy expenses	84,907	84,897	85,270
Cost of ice cream products	4,050	3,730	2,876
Advertising expenses	604,860	570,449	533,756
General and administrative expenses	4,195	3,129	1,562
Depreciation	10,845	14,923	16,001
Amortization of intangible assets	89,476	90,334	93,272
Other operating costs and expenses	987	184	152
Total operating costs and expenses	<u>911,071</u>	<u>870,342</u>	<u>917,955</u>
Other operating income, net	<u>1,218</u>	<u>896</u>	<u>41</u>
Operating income	<u>681,779</u>	<u>635,056</u>	<u>468,989</u>
Other income (expense), net:			
Interest income	5,651	1,339	82
Interest expense	(171,059)	(127,677)	(106,367)
Gain on debt extinguishment	—	—	14,173
Other loss, net	(160)	(262)	(144)
Total other expense, net	<u>(165,568)</u>	<u>(126,600)</u>	<u>(92,256)</u>
Income before income taxes	<u>516,211</u>	<u>508,456</u>	<u>376,733</u>
Provision for income taxes	7,045	5,899	4,591
Net income	<u>\$ 509,166</u>	<u>\$ 502,557</u>	<u>\$ 372,142</u>
Other comprehensive income (loss):			
Effect of foreign currency translation	82	(167)	(29)
Total other comprehensive income (loss)	<u>82</u>	<u>(167)</u>	<u>(29)</u>
Comprehensive income	<u>\$ 509,248</u>	<u>\$ 502,390</u>	<u>\$ 372,113</u>

See accompanying notes to consolidated financial statements.

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

	<u>Member's equity</u>	<u>Retained earnings</u>	<u>Accumulated other comprehensive loss</u>	<u>Total</u>
Balance at December 26, 2020	\$ 5,624,376	\$ —	\$ —	\$ 5,624,376
Net income	—	372,142	—	372,142
Effect of foreign currency translation	—	—	(29)	(29)
Contribution of non-cash net assets from affiliates	27,502	—	—	27,502
Distributions to Parent, net	(1,208,416)	(372,142)	—	(1,580,558)
Balance at December 25, 2021	4,443,462	—	(29)	4,443,433
Net income	—	502,557	—	502,557
Effect of foreign currency translation	—	—	(167)	(167)
Contribution of non-cash net assets from affiliates	4,248	—	—	4,248
Distributions to Parent, net	—	(485,973)	—	(485,973)
Balance at December 31, 2022	4,447,710	16,584	(196)	4,464,098
Net income	—	509,166	—	509,166
Effect of foreign currency translation	—	—	82	82
Contribution of non-cash net assets from affiliates	5,822	—	—	5,822
Distributions to Parent, net	(572,161)	(525,750)	—	(1,097,911)
Balance at December 30, 2023	<u>\$ 3,881,371</u>	<u>\$ —</u>	<u>\$ (114)</u>	<u>\$ 3,881,257</u>

See accompanying notes to consolidated financial statements.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Cash flows from operating activities:			
Net income	\$ 509,166	\$ 502,557	\$ 372,142
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	100,321	105,257	109,273
Amortization of debt (premium) issuance costs, net	(10,894)	(12,615)	(19,402)
Gain on debt extinguishment	—	—	(14,173)
Provision for credit losses	2,075	1,016	1,757
Other, net	981	2,014	1,919
Change in operating assets and liabilities:			
Accounts, notes, and other receivables, net	(11,827)	(4,876)	(7,790)
Prepaid expenses and other current assets	(910)	(49)	(680)
Accounts payable	(158)	(261)	131
Due to affiliates, net	5,179	2,455	(4,195)
Other current liabilities	6,890	(2,802)	4,871
Deferred revenue	36,351	28,139	26,554
Other, net	4,296	1,747	4,602
Net cash provided by operating activities	<u>641,470</u>	<u>622,582</u>	<u>475,009</u>
Cash flows from investing activities:			
Proceeds from note receivable from affiliate	113,698	—	—
Investment in note receivable from affiliate	—	(113,698)	—
Proceeds from sale of property and improvements	1,196	524	700
Net cash provided by (used in) investing activities	<u>114,894</u>	<u>(113,174)</u>	<u>700</u>
Cash flows from financing activities:			
Distributions to Parent, net	(1,097,911)	(485,973)	(1,580,558)
Proceeds from issuance of debt	882,665	113,698	2,457,000
Debt repayments	(507,671)	(149,650)	(1,311,150)
Premiums paid to extinguish debt	—	—	(2,973)
Debt issuance costs	(10,460)	—	(23,637)
Other, net	(1,249)	(767)	(900)
Net cash used in financing activities	<u>(734,626)</u>	<u>(522,692)</u>	<u>(462,218)</u>
Increase (decrease) in restricted cash and cash equivalents	21,738	(13,284)	13,491
Restricted cash and cash equivalents, beginning of period	112,088	125,372	111,881
Restricted cash and cash equivalents, end of period	<u>\$ 133,826</u>	<u>\$ 112,088</u>	<u>\$ 125,372</u>
Supplemental cash flow information:			
Cash paid for interest	\$ 175,771	\$ 143,034	\$ 119,726
Noncash activities:			
Contribution of non-cash net assets from affiliates	\$ 5,822	\$ 4,248	\$ 27,502

See accompanying notes to consolidated financial statements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

(1) DESCRIPTION OF BUSINESS AND ORGANIZATION

Dunkin' Brands Group, Inc. ("DBGI" or "Parent"), together with its consolidated subsidiaries, is one of the world's leading franchisors of restaurants serving coffee and baked goods, as well as ice cream, within the quick service restaurant segment of the restaurant industry. On January 14, 2015, in preparation for the initial securitization financing transaction, DB Master Finance Parent LLC ("Master Issuer Parent") was formed as a special purpose Delaware limited liability company, and an indirect subsidiary of DBGI. On January 26, 2015, in conjunction with the closing of the securitization financing transaction, Master Issuer Parent received a contribution of net assets from its parent through the receipt of 100% of the equity interests of DB Master Finance LLC ("Master Issuer"), an existing subsidiary of DBGI. Prior to this contribution of net assets to Master Issuer Parent, Dunkin' Brands, Inc. ("DBI" or "Manager") underwent an internal reorganization of its corporate structure to group specific assets within Master Issuer and its subsidiaries for purposes of facilitating the securitization financing transaction. Most of the domestic, and certain of the foreign, revenue-generating assets of DBGI are held by Master Issuer and its subsidiaries for the purpose of making these assets, including any cash generated thereby, available to the securitization entities to service debt obligations and to pledge these assets as collateral pursuant to a base indenture. The contributed assets and liabilities were recorded at historical cost.

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

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

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All significant transactions and balances between the Master Issuer Parent and its subsidiaries have been eliminated in consolidation.

Use of Estimates in the Preparation of the Financial Statements

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

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the last Saturday in December and are referred to herein as (1) "the fiscal year ended December 30, 2023" or "2023," (2) "the fiscal year ended December 31, 2022" or "2022," (3) "the fiscal year ended December 25, 2021" or "2021." 2023 and 2021 consisted of 52 weeks and 2022 consisted of 53 weeks.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Restricted Cash and Cash Equivalents

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 30, 2023 and December 31, 2022, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

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

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

Accounts Receivable, net and Notes and Other Receivables, net

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

Property and Improvements, net

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

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

Leases

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

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

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by the Company's incremental borrowing rate. As most leases do not provide an implicit discount rate, the Company's incremental secured borrowing rate is used based on the information available at commencement date in determining the present value of lease payments. The IBR is determined using the current yield of the Company's secured debt, adjusted for the lease term.

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

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

Finance Leases

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

Fair Value of Financial Instruments

The Company's financial instruments include restricted cash and cash equivalents, accounts receivable, notes and other receivables, accounts payable and other current liabilities. The fair value of these financial instruments approximates book value because of their short-term nature. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2023.

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

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

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

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

Indefinite-Lived Intangibles and Other Long-lived Assets

Indefinite-Lived Intangibles

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate an intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset.

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

Long-lived Assets

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

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

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

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

Contingencies

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

Foreign Currency Translation

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

Revenue Recognition

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

Franchise Fees and Royalty Revenues

Domestically, the Company sells individual franchises as well as territory agreements in the form of store development agreements ("SDAs") that grant the right to develop restaurants in designated areas. The franchise agreements and SDAs typically require the franchisee to pay initial nonrefundable franchise fees prior to opening the respective restaurants and continuing fees, or royalty revenues, on a weekly basis based upon a percentage of franchisee gross sales. The initial term of domestic franchise agreements is typically 20 years. Prior to the end of the franchise term or as otherwise provided by the

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Company, a franchisee may elect to renew the term of a franchise agreement and, if approved, will typically pay a renewal fee upon execution of the renewal term. If approved, a franchisee may transfer a franchise agreement or SDA to a new or existing franchisee, at which point a transfer fee is paid. Occasionally, the Company offers incentive programs to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement.

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

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

Advertising Fees and Related Income

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

Rental Income

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

Licensing Fees

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

Sales of Ice Cream Products

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Other Revenues

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

Allowance for Credit Losses

The Company monitors the financial condition of its franchisees and licensees and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience with the Company's franchisees and licensees as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control.

Income Taxes

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

Debt Issuance Costs

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

Concentration of Credit Risk

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees and licensees for franchise fees, royalty revenues, advertising fees, and sales of ice cream products. In addition, the Company has note and lease receivables from certain of its franchisees and licensees. The financial condition of these franchisees and licensees is largely dependent upon the underlying business trends of the Company's brands and market conditions within the quick service restaurant industry. This concentration of credit risk is mitigated, in part, by the large number of franchisees and licensees of each brand and the short-term nature of the franchise and license fee and lease receivables. As of December 30, 2023 and December 31, 2022, no individual franchisee or master licensee accounted for more than 10% of total accounts and notes receivable. No individual franchisee or master licensee accounted for more than 10% of total revenues for any period presented.

Additionally, the Company engages various third parties to manufacture and/or distribute certain Dunkin' and Baskin-Robbins products under licensing arrangements. As of December 30, 2023 and December 31, 2022, one of these third parties accounted for approximately 11% and 12%, respectively, of total accounts and notes receivable. No individual third party accounted for more than 10% of total revenues for any period presented.

Contributions from and Distributions to Parent

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Change in Accounting Principle

During 2023, the Company changed its policy for classification of certain cash balances within bank accounts that have restrictions over withdrawal and use. Such balances are now classified as "Restricted cash and cash equivalents" in the consolidated balance sheets in accordance with the Company's accounting policy. The change in principle has been applied retrospectively and resulted in the reclassification of \$15.9 million of "Cash and cash equivalents" as of December 31, 2022 to "Restricted cash and cash equivalents". This change is considered preferable as it aligns the Company's policy with Inspire's policy for restricted cash.

Reclassifications

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

Recently Adopted Accounting Pronouncements

Reference Rate Reform (ASU 2020-04)

In March 2020, the FASB issued ASU 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting" ("ASU 2020-04"). In January 2021, the FASB clarified the scope of this guidance with the issuance of ASU 2021-01, Reference Rate Reform: Scope. ASU 2020-04 provides optional expedients and exceptions for applying GAAP for contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate if certain criteria are met. ASU 2020-04 may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2024. The Company adopted ASU 2020-04 during the year ended December 31, 2023 utilizing the optional expedients provided. There was not a material impact as a result of the adoption.

New Accounting Pronouncements Not Yet Adopted

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures" ("ASU 2023-09") which requires additional qualitative disclosures about specific categories of reconciling items listed in ASC 740-10-50-12A(a) and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate under ASC 740-10-50-13. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The guidance is effective for the Company beginning in fiscal year 2026 and may be applied on either a prospective or retrospective basis. The Company is currently evaluating the potential effects of adoption of ASU 2023-09.

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

Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 22, 2024, the date these consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

(3) REVENUE RECOGNITION

Disaggregation of Revenue

The following tables set forth disaggregated revenue by source (in thousands):

	December 30, 2023	Fiscal year ended December 31, 2022	December 25, 2021
Revenues recognized over time:			
Royalty revenues	\$ 760,292	\$ 711,730	\$ 648,430
Franchise fees	6,627	6,378	2,897
Advertising fees and related income	604,860	570,449	533,756
Rental income	132,326	129,725	126,354
Licensing fees	76,279	73,929	66,623
Other revenues	3,388	3,304	3,251
Total revenues recognized over time	<u>1,583,772</u>	<u>1,495,515</u>	<u>1,381,311</u>
Revenues recognized at a point in time:			
Sales of ice cream products	4,893	4,540	3,662
Other revenues	2,967	4,447	1,930
Total revenues recognized at a point in time	<u>7,860</u>	<u>8,987</u>	<u>5,592</u>
Total revenues	<u>\$ 1,591,632</u>	<u>\$ 1,504,502</u>	<u>\$ 1,386,903</u>

Contract Balances

Information about receivables and deferred revenue is as follows (in thousands):

	December 30, 2023	December 31, 2022	December 25, 2021	Balance Sheet Classification
Receivables	\$ 78,378	\$ 68,850	\$ 64,989	Accounts receivable, net, Notes and other receivables, net, and Other assets
Deferred revenue:				
Current	\$ 14,919	\$ 12,329	\$ 10,186	Deferred revenue—current
Long-term	120,080	86,217	61,294	Deferred revenue—long term
Total	<u>\$ 134,999</u>	<u>\$ 98,546</u>	<u>\$ 71,480</u>	

Receivables relate primarily to payments due for royalties, franchise fees, advertising fees, and licensing fees. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is generally recognized on a straight-line basis over the remaining term of the related agreement.

The Company recognized \$11.5 million, \$8.9 million and \$5.0 million of revenues associated with prior year deferred franchise fees for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021, respectively, offset by cash payments received or due in advance of satisfying its performance obligations.

There is an immaterial amount of contract assets for any period presented.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

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

Fiscal Year <i>(dollars in thousands)</i>	Total
2024	\$ 15,553
2025	8,662
2026	9,931
2027	11,199
2028	12,468
Thereafter	77,186
Total	<u>\$ 134,999</u>

(4) PROPERTY AND IMPROVEMENTS, NET

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

	December 30, 2023	December 31, 2022
Land	\$ 57,076	\$ 57,022
Buildings	53,367	54,471
Leasehold improvements	66,402	70,775
Construction in progress	6,207	2,839
Property and improvements, gross	183,052	185,107
Accumulated depreciation	(33,511)	(28,956)
Property and improvements, net	<u>\$ 149,541</u>	<u>\$ 156,151</u>

During fiscal years 2023, 2022 and 2021, DBGI contributed \$5.8 million, \$4.2 million, and \$5.0 million, respectively, of property and improvements to the Company.

(5) INTANGIBLE ASSETS, NET

Intangible assets at December 30, 2023 consisted of the following (in thousands):

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Intangible assets at December 31, 2022 consisted of the following (in thousands):

	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise rights	29 years	\$ 1,941,824	\$ (131,832)	\$ 1,809,992
License rights	15 years	332,000	(55,429)	276,571
Favorable operating leases acquired	(a)	14,360	(4,795)	9,565
Indefinite-lived intangible:				
Trademarks/trade names	N/A	6,390,000	—	6,390,000
		<u>\$ 8,678,184</u>	<u>\$ (192,056)</u>	<u>\$ 8,486,128</u>

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

Total estimated future amortization for intangible assets is as follows (in thousands):

Fiscal year:	
2024	\$ 90,519
2025	90,071
2026	89,648
2027	89,514
2028	89,378
Thereafter	1,555,287
	<u>\$ 2,004,417</u>

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

(6) DEBT

Outstanding debt consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Securitization Notes ^(a)	\$ 4,641,592	4,266,448
Other	650	800
Debt issuance costs, net of amortization	(17,101)	(20,100)
Debt premium, net of amortization	69,035	84,671
Total debt, net	4,694,176	4,331,819
Less current portion of long-term debt	42,650	42,650
Long-term debt, net	<u>\$ 4,651,526</u>	<u>\$ 4,289,169</u>

(a) The fair value of the Securitization Notes was \$4.2 billion and \$3.6 billion as of December 30, 2023 and December 31, 2022, respectively. They are classified within Level 2. The fair values were estimated using inputs based on bid and offer prices. The estimated fair value of variable funding notes, which is included in the fair value of total debt, approximates carrying value as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently. The estimated fair value of other debt is estimated primarily based on current market rates for debt with similar terms and remaining maturities or current midpoint prices for such debt.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Securitized Financing Facility

The Master Issuer, a limited-purpose, bankruptcy-remote, indirect wholly-owned subsidiary of DBI, through a series of securitization transactions has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the “Securitization Notes.” The following table summarizes the Securitization Notes outstanding as of December 30, 2023:

<i>(dollars in thousands)</i>	Issuance Date	Anticipated Repayment Date ^(a)	Outstanding Principal	Interest Rate	
				Stated	Effective ^(d)
2017 Class A-2-II Senior Secured Fixed Rate Notes	October 2017	November 2027	\$ 754,000	4.03%	3.13%
2019 Senior Variable Funding Notes	April 2019	(b)	150,000	(c)	6.96%
2019-1 Class A-2-II Senior Secured Fixed Rate Notes	April 2019	May 2026	383,000	4.02%	3.06%
2019 Class A-2-III Senior Secured Fixed Rate Notes	April 2019	May 2029	670,250	4.35%	3.23%
2021 Class A-2-I Senior Secured Fixed Rate Notes	October 2021	November 2026	490,000	2.05%	2.26%
2021 Class A-2-II Senior Secured Fixed Rate Notes	October 2021	November 2028	637,000	2.49%	2.65%
2021 Class A-2-III Senior Secured Fixed Rate Notes	October 2021	November 2031	1,176,000	2.79%	2.91%
2023 Senior Variable Funding Notes	February 2023	February 2028	381,342	(e)	7.90%
Total			\$ 4,641,592		

- (a) The legal final maturity dates of the Securitization notes issued in 2017, 2019, and 2021 are November 2047, May 2049, and November 2051, respectively. If the Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement.
- (b) The 2019 Senior Variable Funding Notes (“2019 Variable Funding Notes”) have an anticipated repayment date of August 2024 with two one-year extension options available.
- (c) The 2019 Variable Funding Notes bear interest at per annum rates equal to funding cost or index plus 1.50% and are subject to credit spread adjustments ranging from 0.10% to 0.25% under the terms of the agreement. The 2019 Variable Funding Notes are subject to certain commitment fees from 0.50% to 1.00% based on utilization.
- (d) Includes the effects of the amortization of any debt premium or debt issuance costs recorded as Interest expense.
- (e) The 2023 Senior Variable Funding Notes (“2023 Variable Funding Notes”) have an anticipated repayment date of February 2028. The 2023 Variable Funding Notes bear interest at per annum rates equal to a funding cost or index plus 2.25%.

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

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

In February 2023, the Company issued \$850.0 million in Series 2023-1 Class A-1 Dunkin Variable Funding Notes (“2023 Variable Funding Notes”). At the date of issuance, the Company borrowed \$782.0 million under the 2023 Variable Funding Notes.

The 2019 Variable Funding Notes and the 2023 Variable Funding Notes allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including total letters of credit of \$75.0 million in support of various obligations. As of December 30, 2023, the Company had outstanding borrowings of \$150.0 million and \$381.3 million under the 2019 Variable Funding Notes and the 2023 Variable Funding Notes, exclusive of \$53.5 million letters of credit under the 2023 Variable Funding Notes. As of December 30, 2023, there was no remaining capacity for future borrowings under the 2019 Variable Funding Notes and approximately \$415.2 million remaining capacity for future borrowings under the 2023 Variable Funding Notes.

The Company recorded a gain on debt extinguishment in 2021 of \$14.2 million, consisting of a \$17.1 million write-off of the remaining debt premium related to the 2017 Class A-2-I Notes and 2019 Class A-2-I Notes, net of \$2.9 million of make-whole prepayment premium costs associated with the early repayment of the 2017 Class A-2-I Notes and 2019 Class A-2-I Notes.

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Dunkin' Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 30, 2023, the Company was in compliance with all financial covenant requirements.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Maturities of Long-Term Debt

Assuming quarterly repayments and repayment by the Anticipated Repayment Dates, the aggregate annual maturities of the Securitization Notes, including the 2023 Variable Funding Notes, the 2019 Variable Funding Notes, and other long-term debt (excluding the effects of debt premium and debt issuance costs) as of December 30, 2023 are as follows (in thousands):

	<u>Securitization Notes</u>	<u>Other</u>	<u>Total</u>
2024	\$ 42,500	\$ 150	\$ 42,650
2025	42,500	150	42,650
2026	1,038,500	150	1,038,650
2027	755,500	150	755,650
2028	1,011,342	50	1,011,392
Thereafter	1,751,250	—	1,751,250
	<u>\$ 4,641,592</u>	<u>\$ 650</u>	<u>\$ 4,642,242</u>

(7) OTHER CURRENT LIABILITIES

Other current liabilities consisted of the following (in thousands):

	<u>December 30, 2023</u>	<u>December 31, 2022</u>
Accrued interest	\$ 21,828	\$ 15,646
Gift certificate liability	388	396
Other	4,489	4,454
Total other current liabilities	<u>\$ 26,705</u>	<u>\$ 20,496</u>

(8) LEASES

The Company is party as a lessor and/or lessee to various leases for restaurants and other properties, including land and buildings. In addition, the Company has leased and subleased land and buildings to others.

Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease right-of-use assets and lease liabilities (in thousands):

	<u>December 30, 2023</u>	<u>December 31, 2022</u>	<u>Consolidated balance sheet classification</u>
Assets:			
Operating lease assets	\$ 351,926	\$ 357,379	Operating lease assets, net
Finance lease assets ^(a)	9,299	10,604	Property and improvements, net
Total lease assets	<u>\$ 361,225</u>	<u>\$ 367,983</u>	
Liabilities:			
Current:			
Operating lease liabilities	\$ 31,034	\$ 31,740	Operating lease liabilities
Finance lease liabilities	541	646	Other current liabilities
Long-term:			
Operating lease liabilities	301,120	298,140	Operating lease liabilities
Finance lease liabilities	10,603	11,667	Other long-term liabilities
Total lease liabilities	<u>\$ 343,298</u>	<u>\$ 342,193</u>	

(a) Finance lease assets were recorded net of accumulated amortization of \$2.5 million and \$1.9 million as of December 30, 2023 and December 31, 2022, respectively.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

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

	December 30, 2023	December 31, 2022
Land	\$ 55,604	\$ 56,426
Buildings	52,577	54,007
Leasehold improvements	66,233	70,184
Construction in progress	6,201	2,839
Assets leased to others, gross	180,615	183,456
Accumulated depreciation	(33,399)	(28,594)
Assets leased to others, net	<u>\$ 147,216</u>	<u>\$ 154,862</u>

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

	December 30, 2023	December 31, 2022
Weighted-average remaining lease term (years):		
Operating leases	11.3	11.2
Finance leases	14.1	14.3
Weighted-average discount rate:		
Operating leases	5.2 %	4.9 %
Finance leases	5.0 %	4.9 %

Lease costs and rental income were as follows (in thousands):

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Finance lease cost:			
Amortization of lease assets ^(a)	\$ 801	\$ 986	\$ 752
Interest on lease liabilities ^(b)	574	617	583
Operating lease cost ^(c)	60,329	61,080	61,943
Variable lease cost ^(c)	24,555	23,783	23,176
Rental income ^(d)	(132,326)	(129,725)	(126,354)
Net lease cost (income)	<u>(46,067)</u>	<u>(43,259)</u>	<u>(39,900)</u>

- (a) Amortization of finance lease assets is included in depreciation in the consolidated statements of income and comprehensive income.
- (b) Interest recognized on finance lease liabilities is included in interest expense in the consolidated statements of income and comprehensive income.
- (c) Operating and variable lease costs are included in occupancy expenses in the consolidated statements of income and comprehensive income.
- (d) Rental income in the consolidated statements of income and comprehensive income primarily consists of sublease income. Lease income relating to variable lease payments was \$57.1 million, \$54.5 million and \$51.2 million for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021, respectively.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 51,805	\$ 51,934	\$ 51,680
Operating cash flows from finance leases	\$ 576	\$ 617	\$ 583
Financing cash flows from finance leases	\$ 687	\$ 694	\$ 652
Supplemental non-cash information on lease liabilities arising from obtaining ROU assets:			
Increase in ROU assets due to changes in operating lease liabilities, net	\$ 37,584	\$ 32,059	\$ 21,143
ROU assets obtained in exchange for finance lease liabilities, net	\$ —	\$ —	\$ 3,430

Future lease commitments to be paid and received by the Company as of December 30, 2023 were as follows (in thousands):

	Payments		Receipts	
	Finance leases	Operating leases	Subleases	Net leases
Fiscal year:				
2024	\$ 1,077	\$ 47,389	\$ (66,028)	\$ (17,562)
2025	1,157	48,056	(65,414)	(16,201)
2026	1,203	44,111	(59,964)	(14,650)
2027	1,102	40,914	(54,459)	(12,443)
2028	1,029	36,579	(47,568)	(9,960)
Thereafter	10,436	240,523	(254,067)	(3,108)
Total lease commitments	16,004	457,572	(547,500)	(73,924)
Less amount representing interest	4,860	125,418		
Present value of lease liabilities	<u>\$ 11,144</u>	<u>\$ 332,154</u>		

As of December 30, 2023, the Company had certain executed real estate leases that had not yet commenced which are not reflected in the tables above. These leases are expected to commence between fiscal year 2024 and fiscal year 2026 with lease terms of 10 years to 20 years.

(9) INCOME TAXES

Income tax expense consists of current taxes related to foreign jurisdictions of \$7.0 million, \$5.9 million, and \$4.6 million for fiscal years 2023, 2022 and 2021, respectively.

The Company does not record a provision for income taxes for the limited liability companies that are treated as disregarded entities for U.S. income tax purposes and for which there is no tax sharing agreement. As a result, the provision for income taxes differed from the expense computed using the statutory federal income tax rate of 21% for each of fiscal years 2023, 2022 and 2021.

(10) COMMITMENTS AND CONTINGENCIES

Supply chain guarantees

The Company has entered into various agreements with suppliers of franchisee products, the majority of which contain guarantees by the Company related to franchisees' purchases of certain volumes of products over specified periods. The Company's guarantees decrease as franchisees purchase products over the respective terms of the agreements. The guarantees have varying terms, many of which are one year or less, and the latest of which expires in 2025. As of December 30, 2023, the Company was contingently liable under such supply chain agreements for approximately \$47.3 million. The Company assesses the risk of performing under each of these guarantees on a quarterly basis, and, based on various factors including internal forecasts, prior history, and ability to extend contract terms, the Company has not recorded any liabilities related to these commitments.

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Legal and Environmental Matters

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

(11) RELATED-PARTY TRANSACTIONS

Management Agreement

On January 26, 2015, the Company entered into management and related agreements with DBI and affiliates to compensate such affiliates for services provided, as the Company has no employees. Under these agreements, DBI manages all franchise arrangements and third-party license agreements, including, among other things, performing the obligations and enforcing the new franchise agreements, collecting franchisee payments, causing the Company to enter into new franchise agreements, and providing pre-opening and post-opening services for franchisees. DBI is also responsible for enforcing lease agreements held by the Company. As compensation for the performance of its obligations under these management and related agreements, the Company pays management fees to DBI and affiliates, which are included in the accompanying consolidated statements of income and comprehensive income within operating costs and expenses. The management fee payable to DBI is calculated on a weekly basis pursuant to a formula prescribed in the related management agreement, which is based in part on retail sales at restaurants in the U.S. The Company incurred management fees of \$111.8 million, \$102.7 million and \$185.1 million under such agreements during fiscal years 2023, 2022 and 2021, respectively.

Transactions with Affiliated Entities

In December 2022, the Company invested in a note receivable from affiliate due on demand and in no case later than January 30, 2023. This amount is included within "Note receivable from affiliate" as a current asset in the accompanying consolidated balance sheets. This note was subsequently repaid on the stated due date.

Certain fixed asset additions are paid by DBGI. These amounts are included within "Contribution of non-cash net assets from affiliates" in the accompanying consolidated statements of member's equity. The Company received \$5.8 million, \$4.2 million and \$5.0 million from DBGI for these fixed asset additions during fiscal years 2023, 2022 and 2021, respectively. The Company also received \$22.5 million from DBGI due to the purchase of certain existing Baskin-Robbins territory franchise agreements in the U.S. during fiscal year 2021.

Joint Ventures of DBGI

DBGI holds ownership interests in two joint ventures that franchise and operate restaurants in Japan and South Korea. As of December 30, 2023 and December 31, 2022, the Company had \$1.4 million and \$1.5 million, respectively, of royalties receivable from the equity method investees of DBI, which were recorded in accounts receivable, net of allowances in the consolidated balance sheets. During fiscal years 2023, 2022 and 2021, the Company recognized \$7.1 million, \$7.4 million, \$8.1 million, respectively, of royalties from these joint ventures. The Company also has the right to receive any dividends or other distributions received by DBI or its domestic subsidiaries from the joint venture in South Korea, pursuant to a contribution agreement entered into on January 26, 2015. The Company received \$2.2 million, \$4.7 million and \$4.1 million during fiscal years 2023, 2022 and 2021, respectively, from DBI related to dividends from the joint venture in South Korea, which were recorded in distributions to Parent, net in the consolidated statements of member's equity.

Other Related-Party Transactions

The Company licenses the use of intellectual property to wholly-owned subsidiaries of DBGI for the franchising of the brands in limited international markets or the sale of ice cream products to certain international markets. The Company recognized licensing fees of \$20.8 million, \$19.5 million and \$18.8 million during fiscal years 2023, 2022 and 2021, respectively, in the consolidated statements of income and comprehensive income, within Licensing fees, under these licensing agreements, which are generally based on a percentage of retail sales at the restaurants located in the relevant international markets.

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

DB MASTER FINANCE PARENT LLC AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The due to affiliates, net, balance in the consolidated balance sheets of approximately \$32.5 million and \$27.3 million at December 30, 2023 and December 31, 2022, respectively, consists primarily of net amounts due to DBI and affiliates, including advertising fees receivable that will be remitted to DBI and affiliates upon collection of \$29.1 million and \$23.5 million, respectively, as well as accrued management fees of \$4.4 million and \$4.0 million, respectively.

Additionally, the Company distributed \$1,097.9 million, \$486.0 million and \$1,580.6 million to Parent during fiscal years 2023, 2022 and 2021, respectively.

Dunkin' Brands, Inc. and Subsidiaries

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

Consolidated Financial Statements as of December 30, 2023 and December 31, 2022 and for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021 and Independent Auditors' Report

DUNKIN' BRANDS, INC. AND SUBSIDIARIES

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Operations	4
Consolidated Statements of Comprehensive Income (Loss)	5
Consolidated Statements of Stockholders' Equity	6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8



KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

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

Opinion

We have audited the consolidated financial statements of Dunkin' Brands, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 30, 2023 and December 31, 2022, and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for each of the fiscal years in the three-year period ended December 30, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 30, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 30, 2023 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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



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

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 22, 2024

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

	December 30, 2023	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ 365,153	\$ 413,825
Restricted cash and cash equivalents	132,988	112,557
Accounts receivable, net of allowances of \$8.6 million and \$8.0 million as of December 30, 2023 and December 31, 2022, respectively	98,658	81,666
Notes and other receivables, net	74,596	76,764
Note receivable from affiliate	521,214	113,698
Income taxes receivable	—	33,113
Prepaid expenses and other current assets	41,458	39,712
Total current assets	1,234,067	871,335
Property, equipment, and software, net	195,090	200,832
Operating lease assets, net	374,768	383,531
Equity method investments	134,514	296,955
Goodwill	3,617,103	3,617,088
Other intangible assets, net	8,403,861	8,515,681
Other assets	47,217	27,456
Total assets	<u>\$ 14,006,620</u>	<u>\$ 13,912,878</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Current portion of long-term debt	\$ 42,650	\$ 42,650
Operating lease liabilities	34,299	35,070
Accounts payable	73,762	119,999
Income taxes payable	162,036	138,118
Deferred revenue	30,223	28,471
Other current liabilities	498,604	503,284
Total current liabilities	841,574	867,592
Long-term debt, net	4,651,526	4,289,169
Operating lease liabilities	321,648	321,610
Deferred revenue	117,559	84,565
Deferred income taxes, net	1,936,655	1,986,142
Other long-term liabilities	18,807	21,292
Total long-term liabilities	7,046,195	6,702,778
Commitments and contingencies (note 11)		
Stockholders' equity:		
Common stock, \$0.01 par value; 1,000 shares authorized; 100 shares issued and outstanding at December 30, 2023 and December 31, 2022	—	—
Additional paid-in capital	6,367,184	6,818,087
Accumulated deficit	(185,768)	(425,309)
Accumulated other comprehensive loss	(62,565)	(50,270)
Total stockholders' equity of Dunkin' Brands, Inc.	6,118,851	6,342,508
Total liabilities and stockholders' equity	<u>\$ 14,006,620</u>	<u>\$ 13,912,878</u>

See accompanying notes to consolidated financial statements.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Revenues:			
Franchise fees and royalty revenues	\$ 785,165	\$ 735,130	\$ 667,610
Advertising fees and related income	639,647	608,758	576,008
Rental income	134,218	131,889	128,961
Sales of ice cream and other products	113,865	110,137	98,662
Other revenues	66,924	73,845	56,297
Total revenues	<u>1,739,819</u>	<u>1,659,759</u>	<u>1,527,538</u>
Operating costs and expenses:			
Occupancy expenses—franchised restaurants	86,719	86,924	87,641
Cost of ice cream and other products	102,926	100,350	81,607
Advertising expenses	651,634	615,319	580,674
General and administrative expenses	60,787	86,686	196,716
Acquisition and integration related charges	2,006	3,453	49,060
Management fee to parent	97,068	123,269	92,200
Depreciation	18,309	22,879	24,624
Amortization of other intangible assets	104,743	119,825	159,311
Impairment charges	146,637	759,461	329
Total operating costs and expenses	<u>1,270,829</u>	<u>1,918,166</u>	<u>1,272,162</u>
Income from equity method investments	1,131	10,435	17,683
Other operating income, net	6,118	6,330	3,915
Operating income (loss)	<u>476,239</u>	<u>(241,642)</u>	<u>276,974</u>
Other income (expense), net:			
Interest income	62,504	3,160	3,733
Interest expense	(171,206)	(127,531)	(106,272)
Gain on debt extinguishment, net	—	—	14,173
Other loss, net	(426)	(1,056)	(599)
Total other expense, net	<u>(109,128)</u>	<u>(125,427)</u>	<u>(88,965)</u>
Income (loss) before income taxes	367,111	(367,069)	188,009
Provision for income taxes	127,464	58,240	37,962
Net income (loss)	<u>\$ 239,647</u>	<u>\$ (425,309)</u>	<u>\$ 150,047</u>

See accompanying notes to consolidated financial statements.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Net income (loss)	\$ 239,647	\$ (425,309)	\$ 150,047
Other comprehensive income (loss), net:			
Effect of foreign currency translation, net of tax	(12,245)	(21,951)	(25,582)
Other, net	(50)	49	(696)
Total other comprehensive loss, net	(12,295)	(21,902)	(26,278)
Comprehensive income (loss)	<u>\$ 227,352</u>	<u>\$ (447,211)</u>	<u>\$ 123,769</u>

See accompanying notes to consolidated financial statements.

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

	Stockholders' equity (deficit)					
	Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Total
	Shares	Amount				
Balance at December 26, 2020	100	\$ —	\$ 8,623,490	\$ (36,776)	\$ (2,090)	\$ 8,584,624
Net income	—	—	—	150,047	—	150,047
Other comprehensive loss, net	—	—	—	—	(26,278)	(26,278)
Distributions to Parent, net	—	—	(1,399,959)	(113,228)	—	(1,513,187)
Other	—	—	—	(43)	—	(43)
Balance at December 25, 2021	100	—	7,223,531	—	(28,368)	7,195,163
Net loss	—	—	—	(425,309)	—	(425,309)
Other comprehensive loss, net	—	—	—	—	(21,902)	(21,902)
Distributions to Parent, net	—	—	(405,444)	—	—	(405,444)
Balance at December 31, 2022	100	—	6,818,087	(425,309)	(50,270)	6,342,508
Net income	—	—	—	239,647	—	239,647
Other comprehensive loss, net	—	—	—	—	(12,295)	(12,295)
Distributions to Parent, net	—	—	(450,903)	—	—	(450,903)
Other	—	—	—	(106)	—	(106)
Balance at December 30, 2023	100	\$ —	\$ 6,367,184	\$ (185,768)	\$ (62,565)	\$ 6,118,851

See accompanying notes to consolidated financial statements.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Cash flows from operating activities:			
Net income (loss)	\$ 239,647	\$ (425,309)	\$ 150,047
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization	134,974	152,626	192,030
Amortization of debt (premium) issuance costs, net	(10,894)	(12,615)	(19,402)
Gain on debt extinguishment	—	—	(14,173)
Deferred tax benefit	(49,184)	(90,987)	(44,240)
Impairment charges	146,637	759,461	329
Provision for credit losses	1,981	564	2,266
Income from equity method investments	(1,131)	(10,435)	(17,683)
Dividends received from equity method investments	3,588	6,211	6,031
Other, net	1,746	2,750	2,347
Change in operating assets and liabilities:			
Accounts, notes, and other receivables, net	(17,064)	(7,677)	(9,532)
Income taxes receivable / payable, net	57,301	79,141	80,818
Prepaid expenses and other current assets	(1,746)	(4,704)	26,821
Accounts payable	(45,254)	22,200	(3,572)
Other current liabilities	(5,289)	(4,084)	48,971
Deferred revenue	34,746	27,864	23,814
Other, net	(4,501)	(3,840)	624
Net cash provided by operating activities	<u>485,557</u>	<u>491,166</u>	<u>425,496</u>
Cash flows from investing activities:			
Additions to property, equipment, and software	(20,926)	(16,608)	(22,716)
Acquisition of franchise-related assets	—	—	(22,500)
Investment in note receivable from affiliate	(771,839)	(113,698)	(107,000)
Proceeds from note receivable from affiliate	364,323	107,000	116,000
Proceeds from sale of investments	—	4,591	19,601
Other, net	2,412	958	1,072
Net cash used in investing activities	<u>(426,030)</u>	<u>(17,757)</u>	<u>(15,543)</u>
Cash flows from financing activities:			
Proceeds from issuance of debt	882,665	113,698	2,457,000
Debt repayments	(507,671)	(149,650)	(1,311,150)
Debt issuance costs	(10,460)	—	(23,637)
Premiums paid to extinguish debt	—	—	(2,973)
Distributions to Parent, net	(450,903)	(405,444)	(1,513,187)
Other, net	(1,399)	(952)	(988)
Net cash used in financing activities	<u>(87,768)</u>	<u>(442,348)</u>	<u>(394,935)</u>
Effect of exchange rates on cash, cash equivalents, and restricted cash and cash equivalents	—	—	(317)
Increase (decrease) in cash, cash equivalents, and restricted cash and cash equivalents	<u>(28,241)</u>	<u>31,061</u>	<u>14,701</u>
Cash, cash equivalents, and restricted cash and cash equivalents, beginning of period	526,382	495,321	480,620
Cash, cash equivalents, and restricted cash and cash equivalents, end of period	<u>\$ 498,141</u>	<u>\$ 526,382</u>	<u>\$ 495,321</u>
Supplemental cash flow information:			
Cash paid (refunded) for income taxes, net	\$ (13,575)	\$ 11,924	\$ 6,796
Cash paid for interest	\$ 175,757	\$ 142,835	\$ 119,620

See accompanying notes to consolidated financial statements.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

(1) DESCRIPTION OF BUSINESS AND ORGANIZATION

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

On December 15, 2020, Vale Merger Sub, Inc., an indirect wholly-owned subsidiary of Inspire Brands, Inc. ("Inspire"), acquired all of the issued and outstanding shares of the Company's common stock and completed a merger with and into the Company (the "Merger"), with the Company continuing as the surviving corporation, and by result of the Merger became a wholly-owned subsidiary of Inspire.

Systemwide Units

The changes in systemwide units were as follows:

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Systemwide units^(a):			
Systemwide units in operation—beginning of period	20,844	20,627	20,360
Systemwide units—opened	1,366	1,288	1,177
Systemwide units—closed	(665)	(1,071)	(910)
Total systemwide units in operation—end of period	21,545	20,844	20,627

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

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

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

Use of Estimates in the Preparation of the Consolidated Financial Statements

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

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the last Saturday in December and are referred to herein as (1) "the fiscal year ended December 30, 2023" or "2023," (2) "the fiscal year ended December 31, 2022" or "2022," and (3) "the fiscal year ended December 25, 2021" or "2021." 2023 and 2021 consisted of 52 weeks and 2022 consisted of 53 weeks.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Cash, Cash Equivalents, and Restricted Cash

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 30, 2023 and December 31, 2022, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid instruments with an original maturity of three months or less when acquired are considered cash equivalents.

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

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

Accounts Receivable, net and Notes and Other Receivables, net

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

Property, Equipment, and Software, net

Property, equipment, and software are stated at cost less accumulated depreciation. Depreciation is computed on the straight-line basis using estimated useful lives of the related major classes of property, equipment, and software. Estimated useful lives are 1 to 10 years for store, production, and other equipment, 6 to 35 years for buildings, 1 to 20 years for leasehold improvements and 1 to 7 years for software. Leasehold improvements are depreciated over the shorter of the estimated useful life or the remaining lease term of the related asset.

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

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

Leases

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

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

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by the Company's incremental borrowing rate. As most leases do not provide an implicit discount rate, the Company's incremental secured borrowing rate is used based on the information available at commencement date in determining the present value of lease payments. The IBR is determined using the current yield of the Company's secured debt, adjusted for the lease term.

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

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

Finance Leases

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

Fair Value of Financial Instruments

The Company's financial instruments include cash, cash equivalents, restricted cash, accounts receivable, notes and other receivables, accounts payable and other current liabilities. The fair value of these financial instruments approximates book value because of their short-term nature. For long-term receivables, the Company reviews the creditworthiness of the counterparty on a quarterly basis, and adjusts the carrying value as necessary. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2023.

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

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

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

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Goodwill

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

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

Indefinite-Lived Intangibles and Other Long-lived Assets

Indefinite-lived Intangibles

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

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

Long-lived Assets

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

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

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

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

Equity Method Investments

The Company's equity method investments consist of interests in B-R 31 Ice Cream Co., Ltd. ("Japan JV"), BR-Korea Co., Ltd. ("South Korea JV"), and certain other investments, which are accounted for in accordance with the equity method. These amounts are recorded in "Equity method investments" in the consolidated balance sheets. In applying the equity method, the Company records the investments at cost and subsequently increases or decreases the carrying amount of the investments by its

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

proportionate share of the net earnings or losses of the equity method investments. The share of earnings or losses are recognized in "Income from equity method investments" in the Company's consolidated statements of operations. The Company records dividends or other equity distributions as reductions in the carrying value of the investments.

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

Contingencies

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

Foreign Currency Translation

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

Revenue Recognition

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

Franchise Fees and Royalty Revenues

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

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

The franchise license granted for each individual restaurant within an arrangement represents a single performance obligation. Therefore, initial franchise fees and market entry fees for each arrangement are allocated to each individual restaurant and recognized over the term of the respective franchise agreement from the date of the restaurant opening. Royalty revenues are also recognized over the term of the respective franchise agreement based on the royalties earned each period as the underlying sales occur. Renewal fees are recognized over the renewal term for the respective restaurant from the start of the renewal period. Transfer fees are recognized over the remaining term of the franchise agreement beginning at the time of transfer.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Incentives provided to franchisees in conjunction with a franchise/license agreement, territory agreement, or renewal agreement are recognized over the remaining term of the respective agreement. Additionally, for Baskin-Robbins international markets that do not pay a royalty, a portion of the consideration from the sales of ice cream and other products is allocated to royalty revenues as consideration for the use of the franchise license, which is recognized when the related sales occur and is estimated based on royalty rates in effect for markets where the franchise license is sold on a standalone basis. Fees received or receivable that are expected to be recognized as revenue within one year are classified as current deferred revenue in the consolidated balance sheets.

Advertising Fees and Related Income

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

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

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

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

Rental Income

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

Sales of Ice Cream and Other Products

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

Other Revenues

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

General and Administrative Expenses

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Income Taxes

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company provides for federal and state taxes in accordance with a formal tax sharing agreement between Inspire and its subsidiaries ("Tax Sharing Agreement"). The Company remits tax payments directly to certain state governmental jurisdictions for itself and its subsidiaries and reimburses Inspire for all payments made on its behalf. Differences between the Company's income tax provision and cash flows attributable to income taxes pursuant to the provisions of the Company's Tax Sharing Agreement will be recognized as Distributions to Parent, net in the consolidated statements of stockholders' equity. Current amounts due to Inspire related to U.S. federal income tax are included in income taxes payable in the consolidated balance sheets.

Deferred tax assets and liabilities are recorded for the expected future tax consequences of items that have been included in the Company's consolidated financial statements or tax returns or operating loss or tax credit carryforwards. Deferred tax assets and liabilities are determined based on the differences between the financial statement carrying amounts of assets and liabilities and the respective tax bases of assets and liabilities using enacted tax rates that are expected to apply in years in which the temporary differences are expected to reverse. The effects of changes in tax rates and changes in apportionment of income between tax jurisdictions on deferred tax assets and liabilities are recognized in the consolidated statements of operations in the year in which the law is enacted or change in apportionment occurs. Deferred tax assets related to U.S. federal and state attributes are measured based on the Company's relative contribution to the Inspire consolidated deferred tax assets in accordance with the Tax Sharing Agreement. Valuation allowances are provided when the Company does not believe it is more likely than not that it will realize the benefit of identified tax assets on the Inspire consolidated Federal tax return. The Company made an accounting policy election to treat taxes due under the global intangible low-taxed income provision as a current period expense.

A tax position taken or expected to be taken in a tax return is recognized in the financial statements when it is more likely than not that the position would be sustained upon examination by tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than fifty percent likely of being realized upon ultimate settlement. Estimates of interest and penalties on unrecognized tax benefits are recorded in the provision for income taxes.

Debt Issuance Costs

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

Concentration of Credit Risk

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees and licensees for franchise fees, royalty revenues, advertising fees, and sales of ice cream and other products. In addition, the Company has note and lease receivables from certain of its franchisees and licensees. The financial condition of these franchisees and licensees is largely dependent upon the underlying business trends of the Company's brands and market conditions within the quick service restaurant industry. This concentration of credit risk is mitigated, in part, by the large number of franchisees and licensees of each brand and the short-term nature of the franchise and license fee and lease receivables. As of December 30, 2023, one master licensee, including its majority-owned subsidiaries, accounted for 11% of total accounts and notes receivable. As of December 31, 2022, no master licensee, including its majority-owned subsidiaries, accounted for more than 10% of total accounts and notes receivable. No individual franchisee or master licensee accounted for more than 10% of total revenues for any period presented.

Contributions from and Distributions to Parent

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Advertising Expenses

Advertising expenses in the consolidated statements of operations includes advertising expenses incurred by the Company, primarily through advertising funds, including expenses for the administration of the gift card program and loyalty program. The Company expenses production costs of commercial advertising upon first airing and expenses the costs of communicating the advertising in the period in which the advertising occurs. Costs of print advertising and certain promotion-related items are deferred and expensed the first time the advertising is displayed. Prepaid expenses and other current assets in the consolidated balance sheets include \$18.0 million and \$17.7 million at December 30, 2023 and December 31, 2022, respectively, that was related to advertising. When revenues of the advertising fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues.

Acquisition and Integration Related Charges

Acquisition and integration related charges include, but are not limited to, transaction costs such as banking, advisory, legal, accounting, valuation and other professional fees directly related to the acquisition, along with costs incurred towards integration of the Company's operations onto Inspire's shared service platform, employee transition costs, integration related professional fees and other post business combination expenses associated with integration activities. The acquisition and integration costs are expensed in the period in which costs are incurred and the services are received.

Change in Accounting Principle

During 2023, the Company changed its policy for classification of certain cash balances within bank accounts that have restrictions over withdrawal and use. Such balances are now classified as "Restricted cash and cash equivalents" in the consolidated balance sheets in accordance with the Company's accounting policy. The change in principle has been applied retrospectively and resulted in the reclassification of \$16.3 million of "Cash and cash equivalents" as of December 31, 2022 to "Restricted cash and cash equivalents." This change is considered preferable as it aligns the Company's policy with Inspire's policy for restricted cash.

Recently Adopted Accounting Pronouncements

Reference Rate Reform (ASU 2020-04)

In March 2020, the FASB issued ASU 2020-04, "*Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*" ("ASU 2020-04"). In January 2021, the FASB clarified the scope of this guidance with the issuance of ASU 2021-01, *Reference Rate Reform: Scope*. ASU 2020-04 provides optional expedients and exceptions for applying GAAP for contracts, hedging relationships and other transactions that reference the London Interbank Offered Rate ("LIBOR") or another reference rate if certain criteria are met. ASU 2020-04 may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2024. The Company adopted ASU 2020-04 during the year ended December 31, 2023 utilizing the optional expedients provided. There was not a material impact as a result of the adoption.

New Accounting Pronouncements Not Yet Adopted

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, "*Income Taxes (Topic 740): Improvements to Income Tax Disclosures*" ("ASU 2023-09") which requires additional qualitative disclosures about specific categories of reconciling items listed in ASC 740-10-50-12A(a) and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate under ASC 740-10-50-13. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The guidance is effective for the Company beginning in fiscal year 2026 and may be applied on either a prospective or retrospective basis. The Company is currently evaluating the potential effects of adoption of ASU 2023-09.

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

Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through March 22, 2024, the date these consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

(3) REVENUE RECOGNITION

Disaggregation of Revenue

The following tables set forth disaggregated revenue by source (in thousands):

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Revenues recognized over time:			
Royalty revenues	\$ 779,375	\$ 729,476	\$ 664,994
Franchise fees	5,790	5,654	2,616
Advertising fees and related income	639,647	608,758	576,008
Rental income	134,218	131,889	128,961
Other revenues	62,480	60,854	53,923
Total revenues recognized over time	1,621,510	1,536,631	1,426,502
Revenues recognized at a point in time:			
Sales of ice cream and other products	113,865	110,137	98,662
Other revenues	4,444	12,991	2,374
Total revenues recognized at a point in time	118,309	123,128	101,036
Total revenues	\$ 1,739,819	\$ 1,659,759	\$ 1,527,538

Contract Balances

Information about receivables and deferred revenue is as follows (in thousands):

	December 30, 2023	December 31, 2022	December 25, 2021	Balance Sheet Classification
Receivables	\$ 109,196	\$ 92,307	\$ 79,080	Accounts receivable, net, Notes and other receivables, net, and Other assets
Deferred revenue:				
Current	\$ 13,671	\$ 11,753	\$ 10,005	Deferred revenue—current
Long-term	116,850	84,562	59,285	Deferred revenue—long term
Total	\$ 130,521	\$ 96,315	\$ 69,290	

Receivables relate primarily to payments due for royalties, franchise fees, advertising fees, sales of ice cream and other products, and licensing fees. Deferred revenue primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement.

The Company recognized \$10.7 million, \$10.8 million and \$5.2 million of revenues associated with prior year deferred franchise fees for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021, respectively, offset by cash payments received or due in advance of satisfying its performance obligations.

There is an immaterial amount of contract assets for any period presented.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

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

Fiscal Year <i>(dollars in thousands)</i>	Total
2024	\$ 14,284
2025	7,344
2026	8,568
2027	9,792
2028	11,015
Thereafter	79,518
Total	<u>\$ 130,521</u>

(4) PROPERTY, EQUIPMENT, AND SOFTWARE, NET

Property, equipment, and software consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Land	\$ 57,076	\$ 57,022
Buildings	54,509	55,639
Leasehold improvements	73,557	77,682
Software, store, production, and other equipment	67,674	53,826
Construction in progress and software under development	12,094	8,616
Property, equipment, and software, gross	<u>264,910</u>	<u>252,785</u>
Accumulated depreciation	(69,820)	(51,953)
Property, equipment, and software, net	<u>\$ 195,090</u>	<u>\$ 200,832</u>

(5) EQUITY METHOD INVESTMENTS

The Company's ownership interests in its equity method investments as of December 30, 2023 and December 31, 2022 were as follows:

Entity	Ownership
Japan JV	41.8%
South Korea JV	33.3%

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

	Japan JV		South Korea JV	
	December 30, 2023	December 31, 2022	December 30, 2023	December 31, 2022
Carrying value of investment	\$ 36,025	\$ 36,093	\$ 98,047	\$ 260,738
Underlying equity in net assets of investment	35,768	35,678	141,281	150,390
Difference between carrying value and underlying equity in net assets ^(a)	<u>\$ 257</u>	<u>\$ 415</u>	<u>\$ (43,234)</u>	<u>\$ 110,348</u>

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

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The carrying values of our investments in the Australia JV for any period presented were not material.

(6) GOODWILL AND OTHER INTANGIBLE ASSETS, NET

The changes and carrying amounts of goodwill by reporting unit were as follows (in thousands):

	Dunkin' U.S.	Dunkin' International	Baskin-Robbins U.S.	Baskin-Robbins International	Total
Balances at December 25, 2021	\$ 3,666,510	\$ 138,087	\$ 447,532	\$ 123,873	\$ 4,376,002
Foreign currency translation and other adjustments	—	(41)	—	106	65
Impairment charges ^(a)	(520,000)	—	(115,000)	(123,979)	(758,979)
Balances at December 31, 2022	3,146,510	138,046	332,532	—	3,617,088
Foreign currency translation and other adjustments	—	15	—	—	15
Balances at December 30, 2023	<u>\$ 3,146,510</u>	<u>\$ 138,061</u>	<u>\$ 332,532</u>	<u>\$ —</u>	<u>\$ 3,617,103</u>

(a) Includes impairment charges recorded during 2022 of \$520.0 million, \$115.0 million and \$124.0 million to the goodwill contained in the Dunkin' U.S., Baskin-Robbins U.S., and Baskin-Robbins International reporting units, respectively, due to increases in discount rates from rising interest rates.

Other intangible assets, net at December 30, 2023 consisted of the following (in thousands):

	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise rights	29 years	\$ 1,941,824	\$ (199,975)	\$ 1,741,849
License rights	15 years	332,000	(76,762)	255,238
Favorable operating leases acquired	(a)	13,260	(5,772)	7,488
Developed technology	4 years	70,000	(60,714)	9,286
Indefinite-lived intangible:				
Trademarks/trade names	N/A	6,390,000	—	6,390,000
		<u>\$ 8,747,084</u>	<u>\$ (343,223)</u>	<u>\$ 8,403,861</u>

Other intangible assets, net at December 31, 2022 consisted of the following (in thousands):

	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise rights	29 years	\$ 1,941,824	\$ (131,832)	\$ 1,809,992
License rights	15 years	332,000	(55,429)	276,571
Favorable operating leases acquired	(a)	14,850	(5,018)	9,832
Developed technology	4 years	70,000	(40,714)	29,286
Indefinite-lived intangible:				
Trademarks/trade names	N/A	6,390,000	—	6,390,000
		<u>\$ 8,748,674</u>	<u>\$ (232,993)</u>	<u>\$ 8,515,681</u>

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Total estimated future amortization for other intangible assets is as follows (in thousands):

Fiscal year:	
2024	\$ 99,897
2025	90,115
2026	89,669
2027	89,514
2028	89,378
Thereafter	1,555,288
	<u>\$ 2,013,861</u>

Amortization related to favorable operating leases acquired is included within rental income, and amortization related to intangible assets allocated to the advertising funds is included within advertising expenses in the consolidated statements of operations.

(7) LONG-TERM DEBT, NET

Outstanding debt consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Securitization Notes ^(a)	\$ 4,641,592	\$ 4,266,448
Other	650	800
Debt issuance costs, net of amortization	(17,101)	(20,100)
Debt premium, net of amortization	69,035	84,671
Total debt, net	4,694,176	4,331,819
Less current portion of long-term debt	42,650	42,650
Long-term debt, net	<u>\$ 4,651,526</u>	<u>\$ 4,289,169</u>

(a) The fair value of the Securitization Notes was \$4.2 billion and \$3.6 billion as of December 30, 2023 and December 31, 2022, respectively. They are classified within Level 2, as defined under GAAP. The fair values were estimated using inputs based on bid and offer prices. The estimated fair value of variable funding notes, which is included in the fair value of total debt, approximates carrying value as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently. The estimated fair value of other debt is estimated primarily based on current market rates for debt with similar terms and remaining maturities or current midpoint prices for such debt.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Securitized Financing Facility

DB Master Finance LLC (the "Master Issuer"), a limited-purpose, bankruptcy-remote, indirect wholly-owned subsidiary of DBI, through a series of securitization transactions has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the "Securitization Notes." The following table summarizes the Securitization Notes outstanding as of December 30, 2023 (in thousands):

	Issuance Date	Anticipated Repayment Date ^(a)	Outstanding Principal	Interest Rate	
				Stated	Effective ^(d)
2017 Class A-2-II Senior Secured Fixed Rate Notes	October 2017	November 2027	\$ 754,000	4.03%	3.13%
2019 Senior Variable Funding Notes	April 2019	(b)	150,000	(c)	6.96%
2019-1 Class A-2-II Senior Secured Fixed Rate Notes	April 2019	May 2026	383,000	4.02%	3.06%
2019 Class A-2-III Senior Secured Fixed Rate Notes	April 2019	May 2029	670,250	4.35%	3.23%
2021 Class A-2-I Senior Secured Fixed Rate Notes	October 2021	November 2026	490,000	2.05%	2.26%
2021 Class A-2-II Senior Secured Fixed Rate Notes	October 2021	November 2028	637,000	2.49%	2.65%
2021 Class A-2-III Senior Secured Fixed Rate Notes	October 2021	November 2031	1,176,000	2.79%	2.91%
2023 Senior Variable Funding Notes	February 2023	February 2028	381,342	(e)	7.90%
Total			\$ 4,641,592		

- (a) The legal final maturity dates of the Securitization notes issued in 2017, 2019, and 2021 are November 2047, May 2049, and November 2051, respectively. If the Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement.
- (b) The 2019 Senior Variable Funding Notes ("2019 Variable Funding Notes") have an anticipated repayment date of August 2024 with two one-year extension options available.
- (c) The 2019 Variable Funding Notes bear interest at per annum rates equal to funding cost or index plus 1.50% and are subject to credit spread adjustments ranging from 0.10% to 0.25% under the terms of the agreement. The 2019 Variable Funding Notes are subject to certain commitment fees from 0.50% to 1.00% based on utilization.
- (d) Includes the effects of the amortization of any debt premium or debt issuance costs recorded as Interest expense
- (e) The 2023 Senior Variable Funding Notes ("2023 Variable Funding Notes") have an anticipated repayment date of February 2028. The 2023 Variable Funding Notes bear interest at per annum rates equal to a funding cost or index plus 2.25%.

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

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

In February 2023, the Master Issuer issued \$850.0 million in Series 2023-1 Class A-1 Dunkin Variable Funding Notes ("2023 Variable Funding Notes"). At the date of issuance, the Company borrowed \$782.0 million under the 2023 Variable Funding Notes.

The 2019 Variable Funding Notes and the 2023 Variable Funding Notes allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including letters of credit of \$75.0 million in support of various obligations. As of December 30, 2023, the Company had outstanding borrowings of \$150.0 million and \$381.3 million under the 2019 Variable Funding Notes and the 2023 Variable Funding Notes, respectively, exclusive of \$53.5 million letters of credit under the 2023 Variable Funding Notes. As of December 30, 2023, there was no remaining capacity for future borrowings under the 2019 Variable Funding Notes and approximately \$415.2 million remaining capacity for future borrowings under the 2023 Variable Funding Notes.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The Company recorded a gain on debt extinguishment in 2021 of \$14.2 million, consisting of a \$17.1 million write-off of the remaining debt premium related to the 2017 Class A-2-I Senior Secured Fixed Rate Notes and 2019 Class A-2-I Senior Secured Fixed Rate Notes, net of \$2.9 million of make-whole prepayment premium costs associated with the early repayment of the 2017 Class A-2-I Senior Secured Fixed Rate Notes and 2019 Class A-2-I Senior Secured Fixed Rate Notes.

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 30, 2023, the Company was in compliance with all financial covenant requirements.

Maturities of Long-Term Debt

Assuming quarterly repayments and repayment by the Anticipated Repayment Dates, the aggregate annual maturities of the Securitization Notes, including the 2023 Variable Funding Notes, the 2019 Variable Funding Notes, and other long term debt (excluding the effects of debt premium and debt issuance costs) as of December 30, 2023 are as follows (in thousands):

	Securitization Notes	Other	Total
2024	\$ 42,500	\$ 150	\$ 42,650
2025	42,500	150	42,650
2026	1,038,500	150	1,038,650
2027	755,500	150	755,650
2028	1,011,342	50	1,011,392
Thereafter	1,751,250	—	1,751,250
	<u>\$ 4,641,592</u>	<u>\$ 650</u>	<u>\$ 4,642,242</u>

(8) OTHER CURRENT LIABILITIES

Other current liabilities consisted of the following (in thousands):

	December 30, 2023	December 31, 2022
Gift card/certificate liability	\$ 307,655	\$ 304,162
Compensation and benefits	15,277	14,667
Accrued interest	21,828	15,646
Other current liabilities—advertising funds	87,146	106,274
Franchisee profit-sharing liability	16,498	17,103
Other	50,200	45,432
Total other current liabilities	<u>\$ 498,604</u>	<u>\$ 503,284</u>

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

(9) LEASES

The Company is party as a lessor and/or lessee to various leases for restaurants and other properties, including land and buildings, as well as leases for office equipment and automobiles. In addition, the Company has leased and subleased land and buildings to others.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease right-of-use assets and lease liabilities (in thousands):

	December 30, 2023	December 31, 2022	Consolidated balance sheet classification
Assets:			
Operating lease assets	\$ 374,768	\$ 383,531	Operating lease assets, net
Finance lease assets ^(a)	10,119	11,556	Property, equipment, and software, net
Total lease assets	<u>\$ 384,887</u>	<u>\$ 395,087</u>	
Liabilities:			
Current:			
Operating lease liabilities	\$ 34,299	\$ 35,070	Operating lease liabilities
Finance lease liabilities	717	869	Other current liabilities
Long-term:			
Operating lease liabilities	321,648	321,610	Operating lease liabilities
Finance lease liabilities	11,478	12,625	Other long-term liabilities
Total lease liabilities	<u>\$ 368,142</u>	<u>\$ 370,174</u>	

(a) Finance lease assets were recorded net of accumulated amortization of \$2.8 million and \$2.1 million as of December 30, 2023 and December 31, 2022, respectively.

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

	December 30, 2023	December 31, 2022
Land	\$ 55,604	\$ 56,426
Buildings	53,581	55,011
Leasehold improvements	66,241	70,224
Construction in progress	6,201	2,839
Assets leased to others, gross	181,627	184,500
Accumulated depreciation	(33,722)	(28,849)
Assets leased to others, net	<u>\$ 147,905</u>	<u>\$ 155,651</u>

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

	December 30, 2023	December 31, 2022
Weighted-average remaining lease term (years):		
Operating leases	10.9	10.9
Finance leases	13.5	13.8
Weighted-average discount rate:		
Operating leases	5.1 %	4.9 %
Finance leases	4.9 %	4.9 %

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Lease costs and rental income were as follows (in thousands):

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Finance lease cost:			
Amortization of lease assets ^(a)	\$ 909	\$ 1,046	\$ 860
Interest on lease liabilities ^(b)	618	665	635
Operating lease cost ^(c)	65,461	66,312	67,417
Variable lease cost ^(c)	25,454	24,946	24,678
Short-term lease cost ^(c)	36,102	33,664	27,080
Rental income ^(d)	(134,218)	(131,889)	(128,961)
Net lease cost (income)	<u>\$ (5,674)</u>	<u>\$ (5,256)</u>	<u>\$ (8,291)</u>

- (a) Amortization of finance lease assets is included in depreciation in the consolidated statements of operations.
- (b) Interest recognized on finance lease liabilities is included in interest expense in the consolidated statements of operations.
- (c) Operating and variable lease costs associated with franchised locations are included in occupancy expenses—franchised restaurants in the consolidated statements of operations. Operating, variable, and short-term lease costs for all other leases, including corporate facilities, automobiles, and other non-franchised assets are included in general and administrative expenses and advertising expenses in the consolidated statements of operations. Additionally, short-term lease costs incurred in connection with certain sports sponsorships not included in the table above are included in advertising expenses in the consolidated statements of operations.
- (d) Rental income in the consolidated statements of operations primarily consists of sublease income. Lease income relating to variable lease payments was \$57.7 million, \$55.1 million and \$52.2 million for the fiscal years ended December 30, 2023, December 31, 2022 and December 25, 2021, respectively.

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

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 56,456	\$ 57,050	\$ 56,993
Operating cash flows from finance leases	618	665	635
Financing cash flows from finance leases	792	797	740
Supplemental non-cash information on lease liabilities arising from obtaining ROU assets:			
Increase in ROU assets due to changes in operating lease liabilities, net	38,149	32,783	21,456
ROU assets obtained in exchange for finance lease liabilities, net	—	—	3,207

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Future lease commitments to be paid and received by the Company as of December 30, 2023 were as follows (in thousands):

	Payments		Receipts	
	Finance leases	Operating leases	Subleases	Net leases
Fiscal year:				
2024	\$ 1,282	\$ 51,256	\$ (67,132)	\$ (14,594)
2025	1,376	52,714	(66,433)	(12,343)
2026	1,404	48,505	(60,759)	(10,850)
2027	1,269	45,154	(55,118)	(8,695)
2028	1,196	40,640	(48,049)	(6,213)
Thereafter	10,676	244,422	(254,473)	625
Total lease commitments	17,203	482,691	(551,964)	(52,070)
Less amount representing interest	5,008	126,744		
Present value of lease liabilities	<u>\$ 12,195</u>	<u>\$ 355,947</u>		

As of December 30, 2023, the Company had certain executed real estate leases that had not yet commenced which are not reflected in the tables above. These leases are expected to commence between fiscal year 2024 and fiscal year 2026 with lease terms of 10 years to 20 years.

(10) INCOME TAXES

Income (loss) before income taxes was attributed to domestic and foreign taxing jurisdictions as follows (in thousands):

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Domestic operations	\$ 362,654	\$ (375,911)	\$ 165,406
Foreign operations	4,457	8,842	22,603
Income (loss) before income taxes	<u>\$ 367,111</u>	<u>\$ (367,069)</u>	<u>\$ 188,009</u>

The components of the provision for income taxes were as follows (in thousands):

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
Current:			
Federal	\$ 133,875	\$ 113,986	\$ 62,645
State	35,163	28,665	14,367
Foreign	7,610	6,576	5,190
Current tax provision	<u>\$ 176,648</u>	<u>\$ 149,227</u>	<u>\$ 82,202</u>
Deferred:			
Federal	\$ (42,704)	\$ (37,221)	\$ (33,698)
State	(6,804)	(53,920)	(10,260)
Foreign	324	154	(282)
Deferred tax provision (benefit)	<u>(49,184)</u>	<u>(90,987)</u>	<u>(44,240)</u>
Provision for income taxes	<u>\$ 127,464</u>	<u>\$ 58,240</u>	<u>\$ 37,962</u>

Tax Rate

The effective tax rates for fiscal years 2023, 2022 and 2021, were 34.7%, (15.9)%, and 20.2%, respectively.

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

The provision for income taxes differed from the expense computed using the statutory federal income tax rate of 21% for each of fiscal years 2023, 2022 and 2021 due to the following:

	Fiscal year ended		
	December 30, 2023	December 31, 2022	December 25, 2021
U.S. federal statutory rate	21.0 %	21.0 %	21.0 %
State income taxes	6.1	5.4	1.7
Benefits and taxes related to foreign operations	(0.7)	1.2	(2.3)
Uncertain tax positions	—	—	(0.8)
Change in valuation allowance	—	—	(0.3)
Goodwill impairment	—	(43.4)	—
Joint venture impairment	8.3	—	—
Other permanent differences	0.1	(0.1)	0.7
Other, net	(0.1)	—	0.2
Effective tax rate	34.7 %	(15.9)%	20.2 %

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Deferred Tax Assets and Liabilities

The components of deferred tax assets and liabilities were as follows (in thousands):

	December 30, 2023		December 31, 2022	
	Deferred tax assets	Deferred tax liabilities	Deferred tax assets	Deferred tax liabilities
Allowances for accounts and notes receivable	\$ 1,454	\$ —	\$ 1,618	\$ —
Finance leases	3,061	—	3,390	—
Rent	1,085	—	2,023	—
Property, equipment, and software	—	7,615	—	9,491
Deferred compensation liabilities	1,723	—	724	—
Deferred gift cards and certificates	23,511	—	24,030	—
Deferred revenue	33,601	—	24,456	—
Intangible assets – franchise rights	—	428,447	—	444,501
Debt issuance costs / premium	18,926	—	23,600	—
Deferred franchisee incentives	16,530	—	17,992	—
Favorable leases	—	1,862	—	2,445
Intangible assets – developed technology	3,698	—	195	—
Intangible assets – trade name	—	1,588,206	—	1,587,643
Intangible assets – license rights	—	63,487	—	68,765
Other intangible assets	116	—	221	—
Unfavorable leases	892	—	1,148	—
Unused net operating losses and foreign tax credits	1,635	—	1,496	—
Other current liabilities	2,638	—	3,155	—
Interest limitation carryforward	46,350	—	28,438	—
Operating lease assets	—	92,865	—	94,974
Operating lease liabilities	89,353	—	89,465	—
Compensation	5,190	—	3,899	—
Other	248	—	282	—
	250,011	2,182,482	226,132	2,207,819
Valuation allowance	(747)	—	(762)	—
Total	\$ 249,264	\$ 2,182,482	\$ 225,370	\$ 2,207,819

Deferred tax assets and liabilities are presented on a net basis by jurisdiction in the consolidated balance sheets. Deferred tax assets for certain foreign jurisdictions totaling \$3.4 million and \$3.7 million as of December 30, 2023 and December 31, 2022, respectively, are included in other assets in the consolidated balance sheets. At December 30, 2023, the Company had net operating loss and capital loss carryforwards in certain international jurisdictions of approximately \$15.8 million, and recorded deferred tax assets of \$3.5 million, net of valuation allowance, related to such loss carryforwards. All unused net operating losses and capital losses may be carried forward indefinitely, subject to certain restrictions on their use.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income, and projections for future taxable income over the periods for which the deferred tax assets are deductible, management believes, as of December 30, 2023, with the exception of net operating loss carryforwards attributable to certain of the Company's foreign subsidiaries for which valuation allowances have been recorded, it is more likely than not that the Company will realize the benefits of the deferred tax assets.

The Company has not recognized a foreign deferred tax liability of \$11.2 million for potential taxes on the undistributed foreign earnings, net of foreign tax credits, relating to the Company's foreign equity method investments that arose in 2023 and prior years because the Company currently does not expect those unremitted earnings to be distributed and become taxable to the

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

Company in the future. A deferred tax liability will be recognized when the Company is no longer able to demonstrate that it plans to indefinitely reinvest undistributed earnings. As of December 30, 2023 and December 31, 2022, the undistributed earnings of these equity method investments were approximately \$174.9 million and \$182.1 million, respectively.

The Company has not recognized a U.S. deferred tax liability for the undistributed earnings of its foreign subsidiaries since the previously untaxed accumulated earnings and profits of those subsidiaries were subject to tax in the one-time mandatory transition tax provision in fiscal year 2017. Beginning in fiscal year 2018, the income from these subsidiaries is considered global intangible low-taxed income and a portion of those earnings are included in taxable income in the year earned. In addition, such earnings are considered indefinitely reinvested outside the U.S.. As of December 30, 2023 and December 31, 2022, the amount of cash associated with indefinitely reinvested foreign earnings was approximately \$27.8 million and \$29.9 million, respectively. If in the future the Company decides to repatriate such foreign earnings, it could incur incremental U.S. federal and state income tax. However, the Company's intention is to keep these funds indefinitely reinvested outside of the U.S. and its current plans do not demonstrate a need to repatriate them to fund the Company's U.S. operations.

On December 18, 2023, the Organization for Economic Co-operation and Development ("OECD") released a statement on the OECD/G20 Inclusive Framework on Base Erosion and Profit Shifting, which agreed to a two-pillar ("Pillar Two") solution to address tax challenges of the digital economy. Pillar Two defines a 15% global minimum tax rate for large multinational corporations. The OECD statement follows the release of the Model Rules in December 2021 and related Commentary in March 2022, the Safe Harbours and Penalty Relief document published in December 2022, and Administrative Guidance released in February 2023. The OECD continues to release additional guidance and countries are implementing legislation with widespread adoption of the Model GloBE Rules for Pillar Two expected during calendar year 2024. Currently, the global enactment of Pillar Two is not expected to materially impact the Company's effective tax rate or cash flows. The Company is continuing to evaluate the Model GloBE Rules for Pillar Two and related legislation, and their potential impact on future periods.

Unrecognized Tax Benefits

At each of December 30, 2023 and December 31, 2022, the total amount of unrecognized tax benefits related to uncertain tax positions and the amount recorded related to potential interest and penalties were not material.

The Company's major tax jurisdiction subject to income tax is the United States, where periods dating back to tax years ended December 2017 remain open and subject to examination.

(11) COMMITMENTS AND CONTINGENCIES

Lease Guarantees

The Company guarantees the performance of lease obligations, primarily related to affiliate restaurant locations. The guarantees, which extend through 2041, aggregated to a maximum of \$47.9 million as of December 30, 2023. At this time, the Company does not anticipate any material defaults under the foregoing leases; therefore, no liability has been recognized.

Supply Chain Guarantees

The Company has entered into various agreements with suppliers of franchisee products, the majority of which contain guarantees by the Company related to franchisees' purchases of certain volumes of products over specified periods. The Company's guarantees decrease as franchisees purchase products over the respective terms of the agreements. The guarantees have varying terms, many of which are one year or less, and the latest of which expires in 2025. As of December 30, 2023, the Company was contingently liable under such supply chain agreements for approximately \$127.4 million. The Company assesses the risk of performing under each of these guarantees on a quarterly basis, and, based on various factors including internal forecasts, prior history, and ability to extend contract terms, the Company accrued an inconsequential amount of reserves related to supply chain guarantees as of December 30, 2023.

Legal and Environmental Matters

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

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
Notes to Consolidated Financial Statements

(12) RELATED-PARTY TRANSACTIONS

Transactions with Affiliated Entities

On December 15, 2020, the Company entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. In exchange, the Company is obligated to pay a monthly fee. During fiscal year 2023, 2022 and 2021, the Company paid \$97.1 million, \$123.3 million and \$92.2 million, respectively, to Inspire as a result of this agreement. These amounts are included in the "Management fee to parent" in the consolidated statements of operations. In 2022 and 2021, Inspire's allocation methodology included both direct charges and indirect allocations based on revenues. Beginning in 2023, Inspire's allocation methodology changed to only allocating expenses based on charges directly incurred by the Company. As a result of these allocations, the Company's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis.

In December 2022, the Company invested in a note receivable from affiliate due on demand and in no case later than January 30, 2023. This amount is included within "Note receivable from affiliate" as a current asset in the accompanying consolidated balance sheets. This note was subsequently repaid on the stated due date.

In February 2023, the Company invested in a note receivable from affiliate due on demand and in no case later than February 28, 2028. These amounts are included within "Note receivable from affiliate" as a current asset in the accompanying consolidated balance sheets.

Additionally, the Company distributed \$450.9 million, \$405.4 million and \$1.5 billion to Parent during fiscal years 2023, 2022 and 2021, respectively.

GUARANTEE OF PERFORMANCE

For value received, **DB Master Finance Parent LLC**, a Delaware limited liability company (the “Guarantor”), located at Three Glenlake Parkway NE, Atlanta, Georgia 30328, absolutely and unconditionally guarantees to assume the duties and obligations of **Baskin-Robbins Franchising LLC**, located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (the “Franchisor”), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its **2024** Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia, on this 25th day of March 2024.

GUARANTOR:

DB MASTER FINANCE PARENT LLC

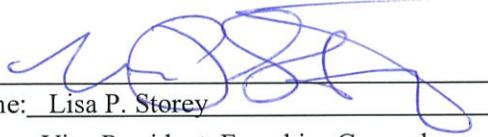
By: 
Name: Lisa P. Storey
Title: Vice President, Franchise Counsel

EXHIBIT C-1
TO THE BASKIN-ROBBINS FDD
BASKIN-ROBBINS FRANCHISE AGREEMENT

SDA # _____

PC# _____

BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement"), dated _____, ~~20~~ 202 (the "Effective Date"), is made by and between **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware ~~Limited Liability Company and an indirect, wholly-owned subsidiary of Dunkin' Brands, Inc.,~~ limited liability company with principal offices at Three Glenlake ~~Parkway~~ Pkwy NE, Atlanta, ~~Georgia 30328~~ (~~"Baskin-Robbins,"~~ "GA ("we", "us" or "our"), and the following individual(s) and/or entity:

_____ (individually or collectively referred to as "Franchisee," "you" or "your").

CONTRACT DATA SCHEDULE

A. ~~A.~~ Location of the Restaurant:

(number) (street) (city or town) (state) (zip code)

B. ~~SDA. This Agreement is being executed, and the Restaurant is being developed, pursuant to the Store Development Agreement dated as of _____, 20__ between us and you (or your affiliate) (as amended, the "SDA"). OR This Agreement is not being executed pursuant to any Store Development Agreement ("SDA").~~

BC. Term: ~~The "Term" of this Agreement begins on the Effective Date and ends~~ _____ () years ~~from~~ after the first date the Restaurant opens to serve the general public (the "Opening Date"), or, ~~in~~ if the ~~case of~~ Restaurant is an existing Restaurant, ~~until~~ as of the Effective Date, only _____.

D. Required Opening Date: ~~The "Required Opening Date" means the date which is [fifteen (15) months after the Effective Date] or [_____, 202__ , the date by which the Restaurant must be open pursuant to the SDA.]~~

GE.4 Initial Franchise Fee: _____ dollars (\$ _____).

GE.2 Initial _____ Training _____ Fee:
_____ dollars (\$ _____).

DG. Marketing Start-Up Fee: _____ dollars (\$ _____) for current event; per ~~Brand~~ Standards for all subsequent branding or re-branding events

EH.1. Continuing Franchise Fee Rate: _____ percent (____%) of Gross Sales

EH.2. Continuing Training Fee: _____ dollars (\$ _____) due upon execution, and annually thereafter at the then-current rate

~~F.I.~~ Continuing Advertising Fee Rate: ~~-----FIVE--~~ percent (5.0%) of Gross Sales

~~G.J.1.~~ Remodel Date: ~~In~~ ~~the case of~~ Restaurant is a new Baskin-Robbins Restaurant, the date which is ten (10) years after the ~~first date the Restaurant opens to serve the general public, or, in the case of~~ Opening Date, or, if the Restaurant is an existing Restaurant, ~~on as of the Effective Date, on~~ _____.

~~J.2.~~ Refurbishment Date: ~~In~~ ~~the case of~~ Restaurant is a new Baskin-Robbins Restaurant, the ~~date~~ dates which are five (5) years and fifteen (15) years after the ~~first date~~ Opening Date, or, if the Restaurant ~~opens to serve the general public; or, in the case of~~ is an existing Restaurant as of the Effective Date, on _____.

~~H.K.~~ Address for notice to FRANCHISEE you shall be at the Restaurant, unless another address is inserted here: _____

~~I.~~ Permitted Financing: ~~no more than 90% of (i) the initial investment in the building, site and additional development, equipment, fixtures and signs for new restaurants or (ii) the purchase price for existing restaurants.~~ **(Initial)** _____

~~J.L.~~ Addenda: [] _____

Form last revised March ~~2023~~ 2024

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH 2023/2024

SECTION 1. SECTION 1. PARTIES AND SYSTEM

1.A 4.0 Parties. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Baskin-Robbins ~~business granted by us and to you~~ restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a "Baskin-Robbins Restaurant"). The franchisee, location ~~and term~~ of the Baskin-Robbins Restaurant covered by this Agreement (the "Restaurant"), ~~Term and certain other terms of this Agreement~~ are as specified in the accompanying Contract Data Schedule.

1.B Business Entity Franchisee. If you are a corporation, limited liability company or other entity, then you agree that:

SECTION 2. GRANT OF THE FRANCHISE

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Baskin-Robbins Restaurants (and, if applicable, Dunkin' restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. "Owner" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

1.C 2.0 System. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Baskin-Robbins ~~System (the "System")~~ franchise system, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products- all of which we may periodically develop and modify (the "System"). ~~2.4~~ In connection with the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names, ~~including Baskin-Robbins®,~~ and other indicia of origin (collectively, the "Proprietary Marks"), as well as ~~patents and~~ copyrights. ~~The Proprietary Marks include trademarks~~

~~on the Principal Register of the United States Patent and Trademark Office. From time to time we may supplement or modify the list of Proprietary Marks associated with the System.~~

~~We also~~ 2.2 ~~As franchisor, we~~ have the right to periodically establish and modify “Standards” for various aspects of the System and the development and operation of Baskin-Robbins Restaurants that include the location, ~~specifications,~~ physical characteristics and quality of operating systems and other aspects of restaurants ~~and other concepts~~; the products ~~that are~~ sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize ~~our System~~ Baskin-Robbins Restaurants. We make those Standards available to you in our ~~manuals~~ Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for ~~the System. The Standards do not include any personnel or any tools, policies or procedures which we may make available for optional use; the franchisee alone will determine to what extent, if any, these optional tools, policies and procedures will be used in its operations.~~ one or more Baskin-Robbins Restaurants. As franchisee, you have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

~~2.3. As franchisee, you are solely responsible for the conduct of your employees and for otherwise exercising day-to-day control over your franchised business. You also have the responsibility to adhere to the Standards of the System as they now exist and may from time to time be modified, and you acknowledge that at the heart of the System and this franchise relationship is your commitment to that responsibility. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our System and Proprietary Marks, and that this Agreement should be interpreted to give full effect to this paragraph.~~

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A ~~2.4 (a) Grant of Rights.~~ Accordingly, for the Term ~~of this Agreement~~, we grant you the license, and you accept the obligation, to operate ~~at the~~ Restaurant ~~(at the “location specified in the accompanying Contract Data Schedule as a Baskin-Robbins Restaurant”)~~ within our System, using our ~~intellectual property~~ System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement. ~~This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Baskin-Robbins restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.~~

2.B ~~2.4 (b) Conditional Term and Renewal of Franchise Term.~~ This Agreement shall not automatically renew upon the expiration of the Term. ~~You~~ When the Term expires, you will have an option to renew the ~~Franchise upon the expiration of the Term~~ right and obligation to operate the Restaurant as a Baskin-Robbins Restaurant for one (1) additional term of ten (10) years (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

(1) ~~(i) You give~~ you must have given us written notice of your desire to ~~renew the Franchise~~ exercise this renewal option at least twelve (12) months, but not more than

~~eighteenthirty-six (1836)~~ months before the end of the Term (the "Renewal Notice Period") prior to the end of the Term;

(2) (ii) ~~You~~ you must have maintained the Standards and otherwise ~~sustained compliance~~ substantially complied with the terms and conditions of ~~your Franchise~~ this Agreement (and any lease with us or our affiliate ~~or us~~, if applicable) ~~over the Term of the Franchise Agreement~~ throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your ~~debts~~ payments and other liabilities and obligations to us under this Agreement (and any lease ~~if we are your landlord~~ with us or our affiliate) or otherwise must be current through the expiration of the Term, ~~including your Continuing Advertising Fee obligations to the Fund (as defined in Section 6); and we have not issued more than three (3) Notices to Cure or other default notices over the course of the ten (10) year period directly preceding expiration of the Term;~~ and

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Baskin-Robbins Restaurant at those premises according to our then current standards and process before the expiration of the Term.

(iii) ~~You~~ If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, the both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement being offered and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, including all exhibits and our other then-current ancillary agreements. The ~~the~~ terms and conditions and of which (including fee structures ~~in the then-current Franchise Agreement)~~ may differ from this Agreement;

and in addition, you (iv) ~~We approve the site and the terms of any lease extension or new lease covering the Renewal Term, whether the lease for the Premises is with our affiliate or with a third party, including a third party in which you have an interest (and, if there is to be a new lease with a third party, you deliver to us our Option to Assume Lease executed by you and your landlord).~~

(v) ~~You~~ pay us our then-current renewal fee; when you execute that Franchise Agreement.

~~(vi) You and all of your direct and indirect shareholders, partners and members execute and deliver a termination of franchise agreement, in the form we prescribe from time to time that releases all claims that you may have against us, and our parents, affiliates and subsidiaries, and their officers, directors, shareholders and employees in both their corporate and individual capacities;~~

~~(vii) You Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.1 of this Agreement;~~

~~(viii) If you lease the Premises from our affiliate, you agree that we have no obligation to exercise any lease option, if available, or otherwise extend the term of any prime lease for the Renewal Term to accommodate this Conditional Renewal Term, however, in the event we decide not to exercise our lease option, we will use reasonable efforts to effect a transfer of the lease to you as prime tenant; additionally, you acknowledge and agree that we have the right to relocate the Restaurant at the end of any Term, and in such event, the Conditional Renewal Term would apply to the relocated Restaurant should you qualify for it.~~

~~2.5 We will maintain a continuing advisory relationship with you by providing such assistance as we deem appropriate regarding the development and operation of the Restaurant. We may require that you designate a fully-trained person as our primary contact. We will advise on the selection of the Restaurant's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise on the training of managers and crew personnel with regard to brand Standards, however all training of your employees, whether or not it relates to brand Standards, shall remain your sole responsibility; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Restaurant operations. In support of our advisory relationship, we will make available to you our then-current manuals setting out our Standards, together with explanatory policies, procedures and other materials that may be useful to you in complying with these Standards. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service for all Baskin-Robbins restaurants.~~

~~2.6 We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process prescribed by us as well as members appointed by us. We will consult with this group from time to time. This council will serve solely in an advisory capacity.~~

SECTION 3. DEVELOPMENT OF THE RESTAURANT

~~2.C Non-Exclusive License. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Baskin-Robbins Restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.~~

SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

~~3.A 3.0 Development. If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate controlled by you and appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our~~

Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development. ~~Any deviations of the Restaurant and Premises. You may not deviate~~ from our ~~Standards must have~~ approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations ~~from our Standards~~ in the development of the Restaurant or Premises. ~~If you lose the use and enjoyment of the Premises before the end of the Term, this Agreement will automatically terminate without further notice. If you do not open your Restaurant within fifteen (15) months of signing this Agreement, then we will have the right to terminate this Agreement; provided, however that this sentence does not serve to amend your Store Development Agreement (“SDA”), if any, or modify any Required Opening Date contained therein.~~

3.B Lease or Purchase. If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at “triple-net” fair market value rent for comparable Baskin-Robbins Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C Opening. You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

~~SECTION 4.~~ SECTION 4.—TRAINING AND ASSISTANCE

4.A 4.0 Training. Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and ~~your~~ other Restaurant ~~employees~~ personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, ~~in~~ at the Restaurant or other site, or through the ~~internet~~ Internet or other electronic media. You agree to timely and successfully complete, and to require your management and ~~your~~ other ~~Restaurant~~ employees to timely and successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees. If you are a new Baskin-Robbins franchisee, or if you

are a franchisee entering the System through the acquisition of an existing Baskin-Robbins Restaurant, or if we reasonably determine that you require additional training, you agree to complete the additional training within the reasonable timeframe we require and you must pay the Initial Training Fee set forth in the Contract Data Schedule.

4.B 4.4 Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your ~~other~~ employees. ~~In the event that~~ If the Restaurant ~~repeatedly~~ fails to meet Standards, then in addition to ~~whatever our~~ other remedies ~~we may have~~, we may require you, your management and ~~your~~ other Restaurant ~~employees~~ personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant's construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant's managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Baskin-Robbins Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may have from time to time, particular consent, approval, and other rights pursuant to specific programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

~~4.2 If you are a new franchisee and you are entering the System through the acquisition of an existing location or you need to have additional individuals attend training, you will need to pay the Initial Training Fee set forth in the Contract Data Schedule.~~

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A 5.0 Initial Franchise Fee. ~~The amount and timing of payment of~~ You must pay us the Initial Franchise Fee ~~is specified in the Store Development Agreement ("SDA") relating to the location. If there is no SDA, the amount is~~ specified in the Contract Data Schedule, ~~and payment is due upon the signing of this Agreement, which must occur prior to commencing construction of the Restaurant. in accordance with the SDA or, if this Agreement is not being executed pursuant to an SDA, then upon executing this Agreement.~~

5.B 5.4 Marketing Start-Up Fee Payment. In connection with a material branding or re-branding event at the Restaurant such as ~~the~~ opening, re-opening or remodel ~~of the Restaurant~~ or any other event set forth in our Standards, you agree to undertake promotional activities in the

manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of ~~payment of~~ such activities. If we have established a minimum dollar expenditure for your ~~Restaurant~~Restaurant's initial opening promotional activities, that amount will be set forth on the Contract Data Schedule.

5.C ~~5.2~~ Continuing Franchise Fees. ~~You~~ Fee. On or before Thursday of each week, you agree to pay us a Continuing Franchise Fee ~~on or before Thursday of each week, for the seven-day in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous. The amount due should be calculated by multiplying (a) the Gross Sales of the Restaurant for that seven-day period, multiplied~~ by ~~(b2)~~ (b2) the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D ~~5.3~~ Continuing Advertising Fee. ~~You~~ On or before Thursday of each week, you agree to pay us a Continuing Advertising Fee ~~on or before Thursday of each week, for the seven-day in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous. The amount due should be calculated by multiplying (a) the Gross Sales of the Restaurant for that seven-day period, multiplied~~ by ~~(b2)~~ (b2) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

~~5.4~~ **Additional Advertising Fee.** ~~If two-thirds of the Restaurants in the Designated Market Area ("DMA") in which the Restaurant is located, or two-thirds of the restaurants in the continental United States, vote to support payment of Additional Advertising Fees for, respectively, a market-based or nationally-based program, you agree to pay such fees and your Restaurant will participate in that program. Any Additional Advertising Fees will be used only for the related program voted on by the restaurants. We will specify the means and manner of payment from time to time, in writing.~~

5.E ~~5.5~~ Gross Sales. "Gross Sales" means all revenue related to the sale of approved products and ~~provision of services (including but not limited to direct delivery, catering and/or delivery services through third parties)~~services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the ~~System~~Baskin-Robbins Restaurant network; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product ~~or prepaid product voucher/card/coupon (excluding stored value cards)~~ is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

5.F ~~5.6~~ Taxes on Fees. If any tax or other fee ~~(~~other than federal or state income tax based on our income) is imposed on us by any governmental agency due to our receipt of fees ~~or other amounts~~ that you pay to us under this Agreement, then you agree to pay us the amount of such tax or other fee as an additional Continuing Franchise Fee.

5.G ~~5.7~~ Late Fees, Interest and Costs. If you are late in paying all or part of ~~a~~any fee ~~or other amount~~ due to us or our affiliate, then without limiting our other remedies, you must also

pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, ~~incurred by us~~that we and our affiliates incur to collect fees that are due.

5.H ~~5.8~~ Gross Sales Reporting and ~~Electronic Fund Transfer (“EFT”)~~. You agree to participate in our ~~specified~~ program or procedure ~~for sales~~that we periodically specify for Gross Sales reporting and payment of fees that are due, whether it is electronic fund transfer (“EFT”) or some successor program, in accordance with our Standards. You agree to assume the costs associated with maintaining your capability to report ~~sales~~Gross Sales and transfer funds to us. In no event will you be required to pay any sums before the date they are due, as described above.

SECTION 6. ~~SECTION 6.~~ ADVERTISING AND MARKETING

6.A ~~6.0~~ Fund. We have established and administer The Baskin-Robbins Advertising and Sales Promotion Fund (the “Fund”), and direct the development of all advertising, marketing and promotional programs for the System. We may use up to twenty percent (20%) of Continuing ~~Advertising Fees but none of Additional~~ Advertising Fees for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the brand. The balance, including any interest earned by the Fund, will be used for advertising and related expenses. The content of all activities of the Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by us.

~~6.1~~ We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Fund, or to ensure that you benefit directly or on a pro rata basis from the Fund’s activities. Upon your request, we will provide you with an audited statement of receipts and disbursements for the Fund that is audited by an independent, certified public accountant, for each fiscal year of the Fund.

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

6.C ~~6.2~~ Additional Marketing. From time to time, we may create a ~~n~~-national or local promotional program(s) that, for a limited time, ~~involves~~involved the giveaway of a specified product, or its sale at some specified price. We may also ~~may~~ create programs for frequency and loyalty cards, ~~and~~ redemption of gift certificates, coupons, and vouchers, the duration of which will be determined by us. If we designate any such program as mandatory, you agree to participate fully ~~in that program~~.

~~6.3~~ ~~If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval in advance of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines.~~

SECTION 7. SECTION 7. RESTAURANT OPERATIONS

7.A 7.0 ~~Operating in Accordance with Our~~ Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, ~~some of which are set forth in this section. Among~~ as we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) ~~7.0.1~~ Keep~~keep~~ the Restaurant open and in continuous operation for ~~those~~the days and hours ~~that we~~ periodically prescribe ~~from time to time~~, and use the Restaurant and Premises only as a Baskin-Robbins Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant's market, and/or other factors we deem relevant);

(2) ~~7.0.2~~ Install~~install~~ and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets") that we approve, and replace them as we may ~~require, and source them from suppliers, of which we may be one that we have approved in writing~~specify;

(3) ~~7.0.3~~ Install~~install~~ and use a retail and back office information system and related equipment and programs that we ~~approve~~periodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we ~~may~~periodically specify;

(4) ~~7.0.4~~ Use~~use~~ only the inventory, supplies, materials, and other ~~items that we approve, and source them from approved suppliers, of which we may be one~~products and services for the Restaurant that we periodically specify;

(5) ~~7.0.5~~ Sell~~sell~~ all ~~required~~products that we periodically specify as mandatory, sell only approved~~those~~ products, ~~and source them from suppliers~~ that we periodically approve, ~~of which we may be one~~, and maintain a sufficient supply of all approved products to meet customer demands at all times, ~~unless you receive our written approval to do otherwise~~;

(6) adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, and use only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) comply with all of requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of

customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

(11) ~~7.0.5.1—You will~~ place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier ~~prescribes(s) prescribe~~ from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier ~~prescribes(s) prescribe~~ from time to time. We or our approved and designated supplier(s) may refuse to process orders or ~~to~~ impose a reasonable late or additional delivery charge for orders that are not ~~placed~~ timely placed.

~~7.0.6 Hire and maintain a sufficient number of properly trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, to increase sales and to further develop the reputation and image of the brand.~~

~~7.0.7 Comply with all of our requirements relating to health, safety and sanitation;~~

~~7.0.8 Sell products to a third party (including other franchisees) for subsequent resale only with our prior written approval, and only if the product is approved for resale;~~

~~7.0.9 Keep our confidential manuals up-to-date and accessible in the Restaurant, and make them available only to those of your employees who need access to them in order to operate the franchised business; and~~

~~7.0.10 Timely execute marketing windows.~~

7.B 7.4 Obey All Compliance with Laws. You agree to comply at all times with all ~~civil and criminal~~ laws, ordinances, rules, regulations and orders of public authorities pertaining ~~in any way~~ to the occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C 7.2 Right of Inspection Inspections. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours ~~in which the Restaurant is open for business,~~ to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant. ~~We may; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and~~ select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot

typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D ~~7.3~~ Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

~~7.4~~ ~~Conditions of Employment.~~ ~~You are solely responsible for all labor and employment decisions, including hiring, training, disciplining, promoting, discharging, scheduling, and setting wages and terms of employment with respect to the Restaurant. We do not mandate or control labor or employment matters for you or for your management or your other employees. You agree to comply with all civil and criminal laws, ordinances, rules and regulations related to employment, including wage and hour laws.~~

7.F ~~7.5~~ Designated and Approved Suppliers. ~~We have the right to approve or disapprove any supplier to your Restaurant or to the System.~~ During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G ~~7.6~~ Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us ~~copies of~~ any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises. ~~We will~~ and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

~~7.7~~ ~~Courtesy.~~ ~~The parties will continuously strive to treat each other with courtesy and respect in all aspects of the franchise relationship.~~

SECTION 8. ~~SECTION 8.~~ REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A ~~8.0~~ Repairs and Maintenance: You agree to continuously maintain the Restaurant and Premises, including all ~~fixtures, furnishings, signs and equipment~~ Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all ~~fixtures, furnishings, signs and equipment~~ Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

8.B ~~8.1~~ Refurbishment and Remodel: No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Restaurant in accordance with our then-current refurbishment Standards as generally described below. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Restaurant in accordance with our then-current remodel Standards as generally described below, including those relating to ~~fixtures, furnishings, signs and equipment~~ Operating Assets. You are responsible for the costs of ~~Refurbishments~~ refurbishments and ~~Remodels~~ remodels.

Our refurbishment Standards generally include, ~~but are not limited to,~~ enhancements, improvements or upgrades to: exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology.

Our remodel Standards generally include, ~~but are not limited to,~~ enhancements, improvements or upgrades to the: site, building, equipment, technology and operational systems as necessary to bring the Restaurant up to the then-current Brand image and Standards.

~~8.2 You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel, or defer a scheduled refurbishment or remodel due to recent maintenance.~~

SECTION 9. ~~SECTION 9.~~ PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

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

9.B 9.0 Use of Proprietary Marks. You agree to use only the Proprietary Marks we periodically designate and in the manner that we periodically approve. You may ~~use and display such Proprietary Marks only in connection with the operation of the Restaurant and in compliance with our Standards.~~

9.1 ~~You may~~ not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the ~~internet~~Internet, without our prior written approval. Our right ~~of approval of any internet~~to approve any Internet usage of our Proprietary Marks includes approval of the domain names and ~~internet~~Internet addresses, website materials and content, social media, and all links to other sites. We have the sole right to establish an ~~internet~~Internet “home page” or other website using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees.

9.2 You agree not to use the Proprietary Marks or the names “Baskin-Robbins”, “Baskin”, “BR”, “31 Flavors” or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, social media accounts, or other identification of you or your business, in any medium. In all approved uses of the Proprietary Marks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated: in the manner that we periodically specify. You must modify or discontinue using any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks as we periodically specify.

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

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

9.E System Confidential Information. In this Agreement, “Confidential Information” means information relating to us or the Baskin-Robbins System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade

secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

(1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods we approve;

~~9.3 You have no rights in the Proprietary Marks or our System other than those explicitly granted in this Agreement, and you may not sublicense the Proprietary Marks.~~

(2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; and

~~9.4 You agree to notify us promptly of any litigation relating to the Restaurant or the Proprietary Marks. In the event we undertake the defense or prosecution of any such litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.~~

(3) will adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others needing to know such Confidential Information to operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

~~9.5 We will save, defend, indemnify and hold you and your successors and assigns harmless, from and against (i) any and all claims based upon, arising out of, or in any way related to the validity of your approved use of the Proprietary Marks and (ii) any and all expenses and costs (including reasonable attorney's fees) incurred by or on behalf of you in the defense against any and all such claims.~~

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you (directly or indirectly). If we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

9.F Innovations. All ideas, concepts, techniques or materials relating to a Baskin-Robbins Restaurant, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which you own the intellectual property rights) (collectively, "Innovations") must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any

Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below), except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Baskin-Robbins Restaurant network; or (3) if required by law or any legal proceeding. “Franchisee Proprietary Information” means information about your or your Owners’ (and/or your or their affiliates’) ownership, capital structure or financial results that would by its nature, be considered by a reasonable person to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. ~~SECTION 10.~~ RESTRICTIVE COVENANTS

10.A ~~10.0~~ Acknowledgements. You acknowledge that, as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our ~~confidential and proprietary information including methods, practices and products,~~ Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our ~~confidential and proprietary information~~ Confidential Information with you and granting you a license to operate the Restaurant ~~within our System~~ and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the ~~System;~~ Baskin-Robbins Restaurant network.

10.B Covenants During the Term. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) ~~10.1 During the Term of this Agreement, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may~~ have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any ~~approved~~ products to, or receive any financial or other benefit from any business or venture that ~~sells products that are the same as or substantially similar to those sold in Baskin-Robbins restaurants, except for i) other Baskin-Robbins restaurants that we franchise to you or ii) real property owned by you; provided, however, no business located on the real property may either a) be an ice cream or frozen treat store or b) derive more than 15%~~ derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from products that are the same as or substantially similar to those sold in Baskin-Robbins restaurants a combination of ice cream and/or other frozen treat(s) (other than another Baskin-Robbins Restaurant operating under a franchise agreement with us) (a “Competitive Business”);

(2) divert or attempt to divert any Baskin-Robbins Restaurant business or customer or prospective customer away from the Restaurant or ~~the System;~~ another Baskin-Robbins Restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Baskin-Robbins ~~restaurant~~Restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or ~~System~~any Baskin-Robbins Restaurant.

10.C 40.2 Covenants After the Term. For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer ~~of an interest in the franchised business~~pursuant to Section 13 (the "Post-Term Period"), neither you nor any ~~shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has~~of your Owners, officers, directors or guarantors may have a direct or indirect ~~beneficial interest in the franchised business, may have any direct or indirect~~ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any ~~business or venture (other than an ownership interest in real property) that sells products that are the same as or substantially similar to those sold in Baskin-Robbins restaurants and located~~Competitive Business that is located at the Premises or within five (5) miles from the ~~Restaurant~~Premises or any other Baskin-Robbins ~~restaurant~~Restaurant that is then open or under development. The ~~restriction~~Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.

10.D ~~in the previous sentence does~~Exclusions. The restrictions in Sections 10.B and 10.C shall not apply to ~~your~~the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange. ~~The Post-Term Period begins to run upon your compliance with all of your obligations in this Section;~~ or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

~~10.3 During the Term of this Agreement and at any time thereafter, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may contest, or assist others in contesting, the validity or ownership of the Proprietary Marks in any jurisdiction; register, apply to register, or otherwise seek to use or in any way control the Proprietary Marks or any confusingly similar form or variation of the Proprietary Marks; or reproduce, communicate or share any Confidential Information with anyone, or use for the benefit of anyone, except in carrying out your obligations under this Agreement.~~

10.E 40.4 Acknowledgements. You ~~agree~~acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 10 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in ~~the~~this Section 10 will be valid and enforceable.

~~10.5 For purposes of this Agreement, the term “Confidential Information” means information relating to us or the Baskin-Robbins System that is not generally available to the public, including manuals, recipes, products, other trade secrets and all other information and know-how relating to the methods of developing, operating and marketing the Restaurant and the System. You must use best efforts to protect the Confidential Information.~~

~~10.6 If Franchisee is a legal entity, such entity’s organizing documents shall provide that its purpose is limited to the following:~~

~~10.6.1 To develop, acquire, own and operate one or more Dunkin’ and/or Baskin-Robbins franchises, and to conduct all business and financing activities related to those franchises;~~

~~10.6.2 To develop, acquire, own and lease any real or personal property used in connection with such franchises, including the financing of same;~~

~~10.6.3 To guarantee, co-sign or lend credit, and to secure such obligations by mortgaging, pledging, or otherwise transferring a security interest in your assets (excluding the Franchise Agreement, except and only to the extent and for so long as any applicable law requires that a franchisor permit a franchisee to grant a security interest in the Franchise Agreement) with respect to each of the following:~~

~~a. another Dunkin’ and/or Baskin-Robbins franchised business or Dunkin’ management company that qualifies as an Affiliate (as defined in (10.6.4) below);~~

~~b. an entity, of which you are a member, that operates or owns or leases real estate or equipment to a Dunkin’ central kitchen;~~

~~c. a real estate entity that both: (i) is an Affiliate or is directly or indirectly owned or controlled by you, by an Affiliate, by one or more of your shareholders, or by any person or organization that directly or indirectly owns shares in an Affiliate of yours, and (ii) owns, acquires and/or develops real estate used for Dunkin’ and/or Baskin-Robbins restaurants approved by us (for real estate that includes a Dunkin’ and/or Baskin-Robbins as part of a multi-use project, in addition to an Option to Assume, we require a non-disturbance agreement acceptable to us that permits us to operate or rebrand the restaurant in the event of a default under your loan, pledge, mortgage or similar instrument. Notwithstanding anything to the contrary, in no event may Franchisee guarantee, co-sign, lend credit, mortgage, pledge or otherwise transfer a security interest in your assets with respect to real estate that does not include a Dunkin’ and/or Baskin-Robbins business).~~

~~10.6.4 For purposes of this Agreement, an Affiliate means a corporation, partnership or limited liability company whose equity is owned in whole or in part by (a) one or more of your shareholders, (b) one or more parent, spouse, sibling, child or grandchild or another blood relation of a shareholder(s) of yours, (c) a trust, family limited partnership or similar organization that we have approved as a shareholder and of which at least one of your shareholders is a settlor, trustee or beneficiary (or equivalent), or (d) or another entity that we have approved to hold an equity interest in you.~~

~~10.7 We have the exclusive right to use and incorporate into our System all modifications, changes, and improvements developed or discovered by your employees, agents or you in connection with the franchised business, without any liability or obligation to your employees, agents or you.~~

~~**SECTION 11. SECTION 11. MAINTENANCE AND SUBMISSION OF MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS AND REPORTS**~~

~~11.A 11.0 Maintaining Records. You are required to must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally accepted accounting principles. You are required to keep any additional business records that we~~

~~specify in writing from time to time, in the manner and for the time we specify. Our requirements may take the form of written guidelines.~~ All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B 44.4 Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements ~~to us for the Restaurant~~ on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end, ~~all in the format and by the means that we specify from time to time.~~ If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C 44.2 Audit of Records. Within fifteen (15) days ~~from~~after our request and at our option, you agree to (a1) photocopy and deliver to us those required records that we specify, or (b2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us our representatives. You ~~agree to also hereby~~ grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

~~11.3 We will keep any records you provide to us that contain confidential information of yours confidential, provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Restaurant, in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the System, or if required by law or any legal proceeding.~~

SECTION 12. ~~SECTION 12.~~ INSURANCE AND INDEMNIFICATION

12.A Insurance.

(1) 42.0 Prior toBefore opening or operating the Restaurant for business, and ~~prior to constructing~~before beginning construction of the Restaurant ~~in the event if~~ you are developing the Restaurant, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the ~~duration of this Agreement~~Term. We have the right to change these insurance requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

42.1 We and any ~~affiliated party~~affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named

insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without thirty (30) days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement, ~~with all of the aforementioned provisions. In the event that~~ If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums ~~and costs.~~ This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions below.

(2) ~~12.2~~ Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section ~~14.9~~12.B.

12.B Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Baskin-Robbins Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Baskin-Robbins brand or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party's interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys' fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any

other written contract between us or in any program or offering in which you participate, such as our Loyalty Program, such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

~~SECTION 13. TRANSFERS~~

13.A 13.0 Transfer by Us: We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns, ~~and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations.~~ Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B 13.4 Transfer by You: – Defined. We entered into this Agreement based on ~~the qualifications of your owners and you. Any~~ and in reliance on our perceptions of your (or your Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect ~~transfer of~~ interest in or rights or obligations under this Agreement ~~– or Franchisee requires,~~ nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written ~~consent, which we will not unreasonably withhold. Among other reasons, we may withhold consent if a proposed transferee does not meet our then-current criteria, if~~ approval. A transfer of the ownership, possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

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

A “Controlling Ownership Interest” in you (if you are an entity) means any transfer, or any series of transfers (regardless of the time period during which they take place), that results in any individual or entity (together with its affiliates), directly or indirectly acquiring or coming into possession or control of either (1) fifty percent (50%) or more of the direct or indirect ownership interests in you, or (2) any ownership interest or other direct or indirect right or interest in you that provides the right, power or authority to direct and control your management and policies, in either

case, who did not own, possess or control such interest as of the Effective Date. A “Non-Controlling Ownership Interest” in you (if you are an entity) means the transfer or creation of any direct or indirect ownership interest in you that is not a Controlling Ownership Interest.

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;

(2) you have ~~not~~ satisfied all of your outstanding obligations to us, ~~if~~ the Restaurant and Premises are ~~not~~ in compliance with our Standards, ~~or if~~ and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, ~~or~~ and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties. ~~At~~;

(4) at the time of transfer, you and all of your ~~direct and indirect shareholders, partners and members must~~ Owners execute ~~a general release of us and our parent and affiliates, in our then-current standard form. If of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, a shareholder, member or partner~~ an Owner no longer has an interest in the franchised business, then such ~~party~~ Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations ~~under Section 10.~~);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement

and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E 13.2 Transfer Fee. At transfer, you must pay us a Transfer Fee ~~of seven thousand five hundred dollars~~equal to Seven Thousand Five Hundred Dollars (\$~~7,500.00~~7,500), whether or not we exercise our rights in Section ~~13.4~~13.

G. 13.2.4 In lieu of the Transfer Fee above, we will only charge ~~our~~the applicable, then-current Fixed Documentation Fee ~~if the original signatories to the Franchise Agreement retain more than fifty percent (50%) of the shares after the transfer, or if all of the interests transfer~~published by us from time to time for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse(s) or children of ~~the original signatories or to beneficiaries or heirs of an owner~~any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

13.F 13.3 Transfer on Death. Within twelve (12) months ~~from~~after the death of you or any of your ~~owner(s)~~Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within ~~twelve~~eighteen (18) months ~~from~~after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section. ~~This Agreement shall automatically terminate if the transfer has not occurred within twelve (12) months, unless we grant an extension in writing~~ 13.

13.G 13.4 Right of First Refusal: ~~We. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will~~ have a right of first refusal to be the purchaser ~~in the event of any proposed direct or indirect sale of of that~~ interest ~~in this Agreement or you~~, under the same terms and conditions contained in the ~~offer or~~ purchase and sale document. ~~You must provide (but subject to our rights under this Agreement and the Standards). You must comply with our Standards and requirements pertaining to our right of first refusal, including by providing~~ us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale ~~and simultaneously submit to us an executed copy of the Rider to Contract for Sale (along with the exhibits that we require to be submitted for transfers), and we,~~ We will have sixty (60) days ~~from~~following our receipt of ~~a completed package~~the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right. ~~We may purchase the interest ourselves or assign our right to exercise and/or purchase the interest without recourse to a nominee who will purchase the interest directly from you. In the event you modify the offer or terms of sale in any way, you must resubmit the modified offer or purchase and sale document, as modified, and we will again have sixty (60) days to exercise the right of first refusal. For the avoidance of doubt, if the proposed transfer involves the transfer of ownership of real estate or other assets that are not directly related to the operation of the franchised business, we may elect to exercise our right of first refusal with respect to all of the assets or only that portion of the assets directly related to the operation of the franchised business. If the proposed transfer involves consideration other than money (including without limitation consideration that is unique to Seller or Seller's buyer under the Contract for Sale), then~~

~~we reserve the right to disapprove the Contract for Sale due to the inclusion of such consideration, or to substitute the cash equivalent of the fair market value of that portion of the consideration that is not money, and in such event, Seller agrees to pay for any of our costs related to determining the fair market value of any such consideration.~~ of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise our right of first refusal) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

SECTION 14. ~~SECTION 14. DEFAULT AND REMEDIES~~TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;

(2) there is any unauthorized transfer or assignment in violation of Section 13;

~~14.0 You will be in default under this Agreement under the following conditions:~~

(3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

~~14.0.1 You breach an obligation under this Agreement, or an obligation under another agreement, which agreement is necessary to the operation of the Restaurant.~~

(5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Baskin-Robbins Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;

(6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Baskin-Robbins Restaurant, for an unauthorized purpose;

(7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;

(8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant, other than a Store Development Agreement, is terminated before its term expires, regardless of the reason;

(9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;

(10) ~~14.0.2 You~~ you or any guarantor file a petition in bankruptcy, ~~or~~ are adjudicated a bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; ~~or you become~~ or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days; or such a receiver, trustee or other custodian is appointed ~~for your business or business assets; or;~~ proceedings for composition with creditors is filed by or against you or any guarantor; or ~~if any of your real or personal property or any guarantor's assets~~ is sold at levy; ~~provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then-current form of Guaranty;~~

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

~~14.0.3 You or your owners are convicted of or plead guilty or no contest to a felony or crime involving moral turpitude, or any other crime or offense that is injurious to our System or the goodwill enjoyed by our Proprietary Marks.~~

~~14.0.4 You or your owners commit a fraud upon us or a third party relating to a business franchised or licensed by us.~~

~~14.0.5 You use or permit the use of any business franchised or licensed by us, including the Restaurant or Premises, for an unauthorized purpose.~~

~~14.0.6 We terminate any other franchise agreement with you or any affiliated entity by reason of a default under sections 14.0.3, 14.0.4 or 14.0.5.~~

~~14.1 You will have the following opportunities to cure a default under this Agreement.~~

~~14.1.1 **Thirty-Day Cure Period.** Except as otherwise provided, you must cure any default under this Agreement within thirty (30) days after delivery of notice of default to you in our then-standard form or forms of communication.~~

~~14.1.2 **Seven-Day Cure Period.** If you do not pay the money owed to us or the Advertising Fund when due, or if you fail to maintain the insurance coverage required by this Agreement, you must cure that default within seven (7) days after delivery of notice of default to you in our then-standard form or forms of communication.~~

~~14.1.3 **Twenty-Four Hour Cure Period.** If you violate any law, regulation, order or Standard relating to health, sanitation or safety, or if you cease to operate the restaurant for a period of forty-eight (48) hours without our prior written consent, you must cure that default within twenty-four (24) hours after delivery of notice of default to you in our then-standard form or forms of communication.~~

~~14.1.4 **Cure on Demand.** You must destroy any product or cure any situation that, in our opinion, poses an imminent risk to public health and safety, at the time we demand you do so.~~

~~14.2 **No Cure Period.** No cure period will be available if you are in default under paragraphs 14.0.2 through 14.0.6; if you abandon the Restaurant; if you intentionally under-report Gross Sales or otherwise commit an act of fraud with respect to your acquisition or performance of this Agreement; or if your lease for the Restaurant is terminated. In addition, no cure period will be available for any default if you already have received three (3) or more previous notices to cure for the same or a substantially similar default (whether or not you have cured the default), within the immediately preceding twelve-month period.~~

~~14.3 **Statutory Cure Period.** If Notwithstanding the foregoing, if a default is curable under this Agreement, and the any applicable law in the state in which the Premises Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.~~

~~14.B 14.4 **Additional Remedies.** In addition to all the our other rights and remedies provided at law or by statute for the breach of this Agreement, we also have the following remedies:~~

~~(1) 14.4.1 If we believe a condition of at the Premises or the Restaurant or of any product poses sold poses a threat to the health or safety of your customers, employees or other persons at the Premises, we have the right to take such action as we deem necessary to protect these those persons, and the goodwill enjoyed by our Proprietary Marks and System. Such actions may include, including any or all of the following: we may require (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; we may (ii) immediately removing or destroying (or requiring you to immediately remove or and destroy) any products that we suspect are contaminated; and, (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct a hazardous that condition on demand, and within a reasonable time, we and contractors we hire may enter the Restaurant without being guilty of, or liable for, trespass or tort, and correct the condition. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection. Further, if you should discover a hazardous condition as described above, you agree to notify us immediately.~~

~~(2) 14.4.2 If after proper notice and opportunity to cure, if we notify you that you have not complied with a Standard involving the condition of the Restaurant, including~~

maintenance, repair, and cleanliness, ~~we and contractors we hire~~ and you fail to correct that non-compliance within thirty (30) days, then we and our representative es may enter the Restaurant and Premises, without being guilty of, or liable for, trespass or tort, and correct the condition at your expense.

(3) ~~14.4.3~~ If you ~~are~~ repeatedly ~~in default of~~ fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C 14.4.4 Enforcement Expenses. You ~~will~~ agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, ~~incurred by us that we incur~~ in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D 14.5 -Injunctive Relief. Because of the importance of your compliance with Standards to protect our System, ~~other franchisees,~~ the Baskin-Robbins Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient ~~remedies~~ remedy for ayour breach of ~~our Standards~~ any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith, ~~that it is a Standard of general applicability in that DMA or "region" (as that term is defined by us), and that you are violating or are about to violate that Standard. A Standard of general applicability is one that applies to all franchisees in the DMA or region, or throughout the Baskin-Robbins System and applies generally to Baskin-Robbins Restaurants in the same geographic region and that are similarly situated with the Restaurant.~~

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

~~14.6 Termination and Expiration.~~ ~~If you commit a default referenced in section 14.2 or if you fail to timely cure any default that may be cured, we may terminate this Agreement. Termination will be effective immediately upon receipt of a written notice of termination unless a notice period is required by law, in which case that notice period will apply. Upon termination or expiration of this Agreement, you no longer have any rights granted by this Agreement. If we suffer your continued operation of the Restaurant while we seek judicial enforcement of the expiration or our election to terminate, then our conducting business as if the Agreement had not expired or been terminated in order to preserve the reputation of our System and goodwill associated with the Proprietary Marks, and our adherence to the judicial process, is neither a waiver of our election to terminate nor an extension of the termination date.~~

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no longer an authorized franchisee and the Restaurant is no longer an authorized Baskin-Robbins Restaurant or eligible to receive products and services as a Baskin-Robbins Restaurant;

~~14.7 In the event of termination or expiration of this Agreement:~~

~~14.7.1 You must pay all monies owed under this Agreement, including any fees and interest, within ten days.~~

~~(2) 14.7.2 You~~you must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee.

~~, and 14.7.3 You must immediately cease all use of our Proprietary Marks, trade secrets, confidential information, and manuals, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Baskin-Robbins Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System.~~

~~(3) 14.7.4 You must, within ten (10) days, after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our operating manuals, plans, specifications, and all other materials of ours in your possession relating to the operation of the Restaurant, all of which you acknowledge to be our property. The remaining materials are your property. Manuals, plans, and other documents containing our Standards or other intellectual property; and~~

~~14.7.5 Upon our request within thirty (30) days from the date of termination due to default, you agree to sell to us any or all of the furniture, fixtures, and equipment at the purchase cost when originally installed in the Restaurant, less a depreciation deduction computed on a straight-line basis over a ten (10) year useful life for the respective items (but in no event less than ten percent (10%) of the original purchase cost for such equipment, fixtures and furnishings);~~

~~14.7.6 Upon our request within thirty days from the date of termination or expiration, you must assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises.~~

~~(4) 14.7.7 Upon~~upon our request within thirty ~~(30)~~(30) days ~~from the date of~~after expiration or termination ~~due to default or expiration~~, you must ~~(a)~~(a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks. ~~Further, you must:~~ ~~(b)~~(b) make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other ~~restaurants in the System. You must also~~Baskin-Robbins Restaurants so as to prevent a likelihood of confusion by the public; ~~(c)~~(c) disconnect and cease using any telephone ~~listings numbers that contain~~are connected to our Proprietary Marks name; and ~~(d)~~(d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your ~~attorney-in-fact~~attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this ~~section. In the event~~subsection (4). If you fail or refuse to comply with the requirements of this ~~section~~subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, ~~which~~and you agree to ~~pay~~reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the

reputation of the Baskin-Robbins Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Baskin-Robbins restaurants then being acquired) (the "Purchased Assets"). The purchase price for the Purchased Assets (the "Purchase Price") will be their fair market value, but not as a Baskin-Robbins Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Baskin-Robbins Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general

jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D 14.8 Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

~~14.9 Indemnification. You will indemnify and hold us, our parent, subsidiaries and affiliates, including our and their respective members, officers, directors, employees, agents, successors and assigns, harmless from all claims related in any way to the operation, possession or ownership of the Restaurant or the Premises (including without limitation those relating to the Restaurant's employees), or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnify shall be valid notwithstanding any joint or concurrent liability that may be imposed on us by statute, ordinance, regulation or other legal requirement or decision. We will notify you of any claims covered by this paragraph, and you shall have the opportunity to assume the defense of the matter. We shall have the right to participate in any defense that is assumed by you, at our own cost and expense. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer.~~

SECTION 15. DISPUTE RESOLUTION

~~15.0 Waiver of Rights: Both we and you waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits (expressly excluding any fees due to us now or in the future under this Agreement); or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by either of us can be consolidated with the claims of any other party. If such claims and demands cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.~~

~~15.4 Arbitration: Either of us, as plaintiff or claimant, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or another nationally established arbitration association acceptable~~

~~to you and us) and under the Federal Rules of Evidence. The plaintiff or claimant's election to arbitrate or to submit the dispute to the court system, including any compulsory counterclaims, is binding on the parties except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the Restaurant is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues. All claims and counterclaims brought by either party in arbitration shall be subject to the applicable statute(s) of limitations.~~

~~15.2 **Scope of Arbitration:** Disputes concerning the validity or scope of this Section, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq., as amended from time to time. The provisions of this Section shall continue in full force and effect subsequent to any expiration or termination of this Agreement.~~

~~15.3 **Appeals:** Either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under the Optional Appellate Rules of the AAA.~~

SECTION 16. ~~SECTION 16.~~ MISCELLANEOUS

~~16.0 If you directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute our then-standard agreement giving us the option to lease the Premises from you if you default under this Agreement or under any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at "triple-net" fair market value rent for comparable Baskin-Robbins locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.~~

~~16.A 16.4 You Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor of ours and not our agent, partner or joint venturer. You and we do not jointly employ any Restaurant management or other personnel working the Restaurant. Neither party has the power to bind the other. Nothing in this Agreement contemplates a fiduciary relationship. Neither responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.~~

~~16.B 16.2 Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective~~

upon ten (10) days' prior written notice. Our waiver of your breach of any term provision of this Agreement or any Standard applies only to that one breach and that one term provision or Standard, and not to any subsequent breach of any term. Acceptance by us that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be a our waiver by us of any preceding breach by you of any term. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you. ~~If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.~~

~~16.3 The parties' rights and remedies are cumulative. Neither you nor your successor may create or assert any security interest or lien in this Agreement, without our prior written approval. You represent and warrant that you have established your operating agreement, by laws or partnership agreement in accordance with the requirements of this Agreement. In the event of any conflict between a provision in this Agreement and a provision in your operating agreement, by laws or partnership agreement, the provision of this Agreement will control.~~

16.C Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D ~~16.4~~ Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon

any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. ~~Wherever we use the word "including", it means "including"~~If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to," and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the Manuals, Standards and System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Baskin-Robbins Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Baskin-Robbins Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Baskin-Robbins Restaurants.

16.G 16.5 Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to us "c/o Dunkin' Brands, Inc., as Manager, Attention: Legal Department."

~~16.6 This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. Nothing in this Section, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement is made in the Commonwealth of Massachusetts, USA, and any disputes that arise out of the relationship between the parties described by this Agreement, including but not limited to any pre-contractual dealings, shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter-parts by facsimile or otherwise. This Agreement may only be modified in a writing signed by you and us.~~

16.7 Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that the Restaurant will achieve a certain level of sales or be profitable, notwithstanding our

approval of the location. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Baskin-Robbins System.

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

16.I 16.8 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

(The remainder of this page is intentionally left blank.)

[\[signature page to follow\]](#)

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement ~~in duplicate~~, as of the date and year first written above. ~~You hereby acknowledge receipt of this Franchise Agreement, including any addenda referenced in Item J, at least seven (7) calendar days (or such longer period as is required by state law) prior to the date hereof. You further acknowledge having carefully read this agreement in its entirety, including all addenda identified above and the Personal Guarantee below (if applicable).~~

BASKIN-ROBBINS FRANCHISING LLC

By:

Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

~~**YOU ACKNOWLEDGE SECTION 15 OF THE TERMS & CONDITIONS, WHICH PROVIDES FOR YOUR EXPRESS WAIVER OF RIGHTS TO A JURY TRIAL, TO PARTICIPATE IN CLASS ACTION LAWSUITS, TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES.**~~

WITNESS/ATTEST:

FRANCHISEE
Entity

By: _____

By: _____

Print Name: _____

Print

Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

PERSONAL GUARANTEE

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the "Agreement") on this date by BASKIN-ROBBINS FRANCHISING LLC ("Baskin-Robbins"), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Baskin-Robbins' entering into the Agreement with Franchisee; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins' pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the

undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

~~The undersigned represent and warrant that they hold a direct or an indirect interest in FRANCHISEE ENTITY NAME (“Franchisee”) organized under the laws of the State/Province of _____.~~

~~Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Franchisee's money obligations to us (and our parents or affiliates) under Section 5 and the performance of all of the Franchisee's other obligations under this Franchise Agreement, including, without limitation, Section 10 in its entirety relative to the restrictions on activities. The undersigned personally agree that the Franchise Agreement shall be binding upon each of them personally. The undersigned, jointly and severally, agree that we may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Franchisee's money obligations under Section 5; (b) modify, with the consent of Franchisee, Franchisee's money or other obligations under this Agreement; and (c) settle, waive or compromise any claim that we have against FRANCHISEE or any or all of the undersigned, all without in any way affecting this personal guarantee, which is intended to take effect as a sealed instrument.~~

~~_____

Witness
individually
Print Name: _____~~

EXHIBIT C-2
TO THE BASKIN-ROBBINS FDD
COMBO FRANCHISE AGREEMENT

SDA # _____

PC# _____

DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement"), dated _____, ~~20__~~ 202__ (the "Effective Date"), is made by and between **DUNKIN' DONUTS FRANCHISING LLC** (~~"Dunkin'"~~) and **BASKIN-ROBBINS FRANCHISING LLC** (~~"Baskin-Robbins"~~), ~~Delaware Limited Liability Companies and indirect, wholly-owned subsidiaries of Dunkin' Brands, Inc., a Delaware limited liability company~~ with principal offices at Three Glenlake Parkway Pkwy NE, Atlanta, Georgia 30328 (for the sake of convenience collectively GA ("Dunkin'"), **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) and/or entity:

_____ (individually or collectively referred to as "you" or "your").

~~(individually or collectively referred to as "Franchisee," "you" or "your").~~

CONTRACT DATA SCHEDULE

~~A.~~ **A.** Location of the Restaurant:

(number) (street) (city or town) (state) (zip code)

~~B.~~ **B.** SDA. This Agreement is being executed, and the Restaurant is being developed, pursuant to the Store Development Agreement dated as of _____, 20__ between us and you (or your affiliate) (as amended, the "SDA"). OR This Agreement is not being executed pursuant to any Store Development Agreement ("SDA").

~~BC.~~ **BC.** Term: The "Term" of this Agreement begins on the Effective Date and ends _____ () years ~~from~~ after the first date the Restaurant opens to serve the general public (the "Opening Date"), or, ~~in~~ if the ~~case of~~ Restaurant is an existing Restaurant, ~~until~~ as of the Effective Date, only _____.

~~D.~~ **D.** Required Opening Date: The "Required Opening Date" means the date which is [fifteen (15) months after the Effective Date] or [_____, 202__, the date by which the Restaurant must be open pursuant to the SDA.]

~~GE.~~ **GE.** Initial Franchise Fee: _____ dollars (\$ _____).

~~DE.~~ **DE.** Marketing Start-Up Fee: _____ dollars (\$ _____) for current event; per ~~Brand~~ Standards for all subsequent branding or re-branding events

~~EG.1.~~ **EG.1.** Continuing Franchise Fee Rate: _____ percent (___%) of Gross Sales

~~EG.2.~~ **EG.2.** Continuing Training Fee: _____ dollars (\$ _____) due upon execution, and annually thereafter at the then-current rate

~~F~~H. Continuing Advertising Fee Rate: ~~-----FIVE--~~ percent (5.0%) of Gross Sales

~~G~~I.1. Remodel Date: ~~In~~ ~~the case of~~ Restaurant is a new Combo Restaurant, the date which is ten (10) years after the ~~first date the~~ Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.

~~-----Restaurant opens to serve the general public, or, in the case of an existing Restaurant, on _____.~~

~~I~~.2. Refurbishment Date: ~~In~~ ~~the case of~~ Restaurant is a new Combo Restaurant, the ~~date~~ dates which are five (5) years and fifteen (15) years after the ~~first date~~ Opening Date, or, if the Restaurant ~~opens to serve the general public; or, in the case of~~ is an existing Restaurant ~~as of the Effective Date,~~ on _____.

~~H~~J. Address for notice to FRANCHISEE you shall be at the Restaurant, unless another address is inserted here:

~~I~~. ~~Permitted Financing: no more than 90% of (i) the initial investment in the building, site and additional development, equipment, fixtures and signs for new restaurants or (ii) the purchase price for existing restaurants.-----~~ ~~(Initial)~~ _____

~~J~~K. Addenda: [_____]

~~K~~L. The approved source of bakery supply for this Restaurant is:

_____. *(If this is a non-producing Restaurant insert PC# of producing restaurant; otherwise insert PC# for this Restaurant)*

You ~~cannot~~ may not change your source of bakery supply without our prior written approval (which shall not be unreasonably withheld).

Form last revised March ~~2023~~ 2024

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH 2023/2024

SECTION 1. SECTION 1. PARTIES AND SYSTEM

1.A 4.0 Parties. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Dunkin' ~~/and~~ Baskin-Robbins ~~business granted by us and to you~~ combination restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a "Combo Restaurant"). The franchisee, location ~~and term~~ of the Combo Restaurant covered by this Agreement (the "Restaurant"), Term and certain other terms of this Agreement are as specified in the accompanying Contract Data Schedule.

1.B Business Entity Franchisee. If you are a corporation, limited liability company or other entity, then you agree that:

SECTION 2. GRANT OF THE FRANCHISE

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Combo Restaurants (and, if applicable, Dunkin' and/or Baskin-Robbins restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. "Owner" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

1.C 2.0 System. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Dunkin' and Baskin-Robbins ~~Systems (each a "System" and collectively, the "Systems")~~ franchise systems, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products:

, all of which we may periodically develop and modify (the "System"). ~~2.4~~ In connection with ~~each~~ the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names, ~~including Dunkin' Donuts®, Baskin-Robbins®~~ and other indicia of origin (collectively, the "Proprietary Marks"), as well as ~~patents and copyrights. The Proprietary Marks include trademarks on the Principal Register of the United States Patent and~~

~~Trademark Office. From time to time we may supplement or modify the list of Proprietary Marks associated with each System.~~

~~We also~~ 2.2 ~~As franchisor, Dunkin' and Baskin-Robbins each~~ have the right to periodically establish and modify "Standards" for various aspects of ~~their respective System~~ the System and the development and operation of Combo Restaurants that include the location, physical characteristics and quality of operating systems and other aspects of restaurants ~~and other concepts~~; the products ~~that are sold~~ and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and ~~each brand~~ our brands, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize ~~each System~~ Combo Restaurants. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout ~~each~~ the System, and we may from time to time vary Standards as we deem necessary or desirable for ~~the Systems~~ one or more Combo Restaurants. As franchisee, you have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

~~2.3. As franchisee, you are responsible for the conduct of your employees and for otherwise exercising day-to-day control over your franchised business. You also have the responsibility to adhere to the Standards of the System as they now exist and may from time to time be modified, and you acknowledge that at the heart of each System and this franchise relationship is your commitment to that responsibility. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our Systems and Proprietary Marks, and that this Agreement should be interpreted to give full effect to this paragraph.~~

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A ~~2.4 (a)~~ Grant of Rights. Accordingly, for the Term ~~of this Agreement~~, we grant you the license, and you accept the obligation, to operate ~~at the~~ the Restaurant ~~(at the "location specified in the accompanying Contract Data Schedule as a Combo Restaurant") within our Systems,~~ using our ~~intellectual property~~ System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement. ~~This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Dunkin' and Baskin-Robbins restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.~~

2.B ~~2.4 (b)~~ Conditional Term and Renewal of Franchise Term. This Agreement shall not automatically renew upon the expiration of the Term. ~~You~~ When the Term expires, you will have an option to renew the ~~Franchise upon the expiration of the Term~~ right and obligation to operate the Restaurant as a Combo Restaurant for one (1) additional term of twenty (20) years (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(1) ~~(i) You give~~ you must have given us written notice of your desire to ~~renew the Franchise~~ exercise this renewal option at least twelve (12) months, but not more than ~~eighteen~~ thirty-six (36) months before the end of the Term (the "Renewal Notice Period") ~~prior to the end of the Term.~~ ;

(2) ~~(ii) You~~ you must have maintained the Standards and otherwise ~~sustained compliance~~ substantially complied with the terms and conditions of ~~your Franchise~~ this Agreement (and any lease with us or our affiliate ~~or us~~, if applicable) ~~over~~

~~the term of the Franchise Agreement; throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your debts payments and other liabilities and obligations to us under this Agreement (and any lease if we are your landlord with us or our affiliate) or otherwise must be current through the expiration of the Term; including your Continuing Advertising Fee obligations to the Fund (as defined in Section 6) and we have not issued more than three (3) Notices to Cure or other default notices over the course of the ten (10) year period directly preceding expiration of the Term; and~~

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Combo Restaurant at those premises according to our then current standards and process before the expiration of the Term.

~~(iii) You~~ if you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, the both (i) our then-current form of Franchise Agreement being offered to new franchisees at the time of renewal, including all exhibits and our other then-current ancillary agreements. The terms and conditions and fee structures in the then-current Franchise Agreement may differ from this Agreement;

~~(iv) We approve the site and the terms of any lease extension or new lease covering the Renewal Term, whether the lease for the Premises is with our affiliate or us or with a third party, including a third party in which you have an interest.~~

~~(v) You pay us our then-current renewal fee;~~

~~(vi) You execute and deliver a termination of franchise agreement and mutual general release, in the form we prescribe from time to time that~~ that confirms the termination of this Agreement and releases all claims that we the parties may have against each other, and our respective parents, affiliates and subsidiaries, and their and their respective affiliates, and all of their respective officers, directors, shareholders owners and employees in both their corporate and individual capacities; (provided, however, that each parties' party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this agreement Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you execute that Franchise Agreement.

2.C Non-Exclusive License. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Combo Restaurants, Dunkin' restaurants, Baskin-Robbins restaurants, and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

~~(vii) You Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.1 of this Agreement;~~

~~(viii) If you lease the Premises from our affiliate or us, you agree that we have no obligation to exercise any lease option, if available, or otherwise extend the term of any prime lease for the Renewal Term to accommodate this Conditional Renewal Term, however, in the event we decide not to exercise our lease option, we will use reasonable efforts to effect a transfer of the lease to you as prime tenant;~~

~~2.5 We will maintain a continuing advisory relationship with you by providing such assistance as we deem appropriate regarding the development and operation of the Restaurant. We may require that you designate a fully-trained person as our primary contact. We will advise on the selection of the Restaurant's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise on the training of managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on all aspects of Restaurant operations. In support of our advisory relationship, we will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Dunkin' and Baskin-Robbins stores.~~

~~2.6 We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process prescribed by us as well as members appointed by us. We will consult with this group from time to time. This council will serve solely in an advisory capacity.~~

SECTION 3. SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

3.A ~~3.0~~ Development. If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate ~~controlled by you and~~ appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development. ~~Any deviations of the Restaurant and Premises. You may not deviate~~ from our approved plans, specifications and requirements ~~must have~~without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations ~~from our Standards~~ in the development of the Restaurant or Premises. ~~If you lose the use and enjoyment of the premises before the end of the Term, this Agreement will automatically terminate without further notice. If you do not open your Restaurant within fifteen (15) months of signing this Agreement, then we will have the right to terminate this Agreement. This does not serve to amend your SDA or modify your Required Opening Date, if any.~~

3.B Lease or Purchase. If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease. If you or your affiliate directly or indirectly acquire ownership

or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at "triple-net" fair market value rent for comparable Combo Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C Opening. You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

SECTION 4. ~~SECTION 4.~~ TRAINING AND ASSISTANCE

4.A 4.0 Training. Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and other Restaurant personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, ~~in-at~~ the Restaurant or other site, or through the Internet or other electronic media. You agree to timely and successfully complete, and to require your management and other employees to timely and successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees.

4.B 4.1 Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. ~~In the event that~~ if the Restaurant ~~repeatedly~~ fails to meet Standards, then in addition to ~~whatever our~~ other remedies ~~we may have~~, we may require you, your management and other Restaurant personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Combo Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant's construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant's managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Combo Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may

have from time to time, particular consent, approval, and other rights pursuant to specific programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

~~4.2 If you are a new franchisee and you are entering the Baskin-Robbins System through the acquisition of an existing location or you need to have additional individuals attend training, you will need to pay the Initial Training Fee set forth in the Contract Data Schedule.~~

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A ~~5.0~~ **Initial Franchise Fee.** ~~The amount and timing of payment of~~ **You must pay us** the Initial Franchise Fee ~~is specified in the Store Development Agreement (“SDA”) relating to the location. If there is no SDA, the amount is~~ specified in the Contract Data Schedule, ~~and payment is due upon the signing of this Agreement, which must occur prior to commencing construction of the Restaurant.~~ **in accordance with the SDA or, if this Agreement is not being executed pursuant to an SDA, then upon executing this Agreement.**

5.B ~~5.4~~ **Marketing Start-Up Fee Payment.** In connection with a material branding or re-branding event **at the Restaurant** such as ~~the~~ opening, re-opening or remodel ~~of the Restaurant~~ or any other event set forth in our Standards, you agree to undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of ~~payment of~~ such activities. If we have established a minimum dollar expenditure for your ~~Restaurant~~ **Restaurant’s initial** opening promotional activities, that amount will be set forth on the Contract Data Schedule.

5.C ~~5.2~~ **Continuing Franchise Fees.** ~~You~~ **Fee. On or before Thursday of each week, you** agree to pay us a Continuing Franchise Fee ~~on or before Thursday of each week, for the seven-day in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous. The amount due should be calculated by multiplying (a) the Gross Sales of the Restaurant for that seven-day period, multiplied~~ by ~~(b2)~~ the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D ~~5.3~~ **Continuing Advertising Fee.** ~~You~~ **On or before Thursday of each week, you** agree to pay us a Continuing Advertising Fee ~~on or before Thursday of each week, for the seven-day in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous. The amount due should be calculated by multiplying (a) the Gross Sales of the Restaurant for that seven-day period, multiplied~~ by ~~(b2)~~ the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

~~5.4 **Additional Advertising Fee.** If two-thirds of the Restaurants in the Designated Market Area (“DMA”) in which the Restaurant is located, or two-thirds of the restaurants in the continental United States, vote to support payment of Additional Advertising Fees for, respectively, a market-based or nationally-based program, you agree to pay such fees and your Restaurant will participate in that program. Any Additional Advertising Fees will be used only for the related program voted on by the restaurants. We will specify the means and manner of payment from time to time, in writing.~~

5.E ~~5.5~~ **Gross Sales.** “Gross Sales” means all revenue related to the sale of approved products and services through the operation of the Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for

the benefit of ~~each System~~the Combo Restaurant network; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. Sales made to approved ~~Dunkin'~~ wholesale accounts are included in Gross Sales for purposes of calculating the Continuing Franchise Fee but not the Continuing Advertising Fee. You must submit any wholesale account for our prior approval using the procedure we specify from time to time. We may withdraw our approval at any time.

5.F ~~5.6~~ Taxes on Fees. If any tax or other fee (other than federal or state income tax based on our income) is imposed on us by any governmental agency due to our receipt of fees or other amounts that you pay to us under this Agreement, then you agree to pay us the amount of such tax or other fee as an additional Continuing Franchise Fee.

5.G ~~5.7~~ Late Fees, Interest and Costs. If you are late in paying all or part of ~~a~~any fee or other amount due to us or our affiliate, then without limiting our other remedies, you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, ~~incurred by us~~that we and our affiliates incur to collect fees that are due.

5.H ~~5.8~~ Gross Sales Reporting and Electronic Fund Transfer (“EFT”). You agree to participate in our ~~specified~~ program or procedure ~~for sales~~that we periodically specify for Gross Sales reporting and payment of fees that are due, whether it is electronic fund transfer (“EFT”) or some successor program, in accordance with our Standards. You agree to assume the costs associated with maintaining your capability to report ~~sales~~Gross Sales and transfer funds to us. In no event will you be required to pay any sums before the date they are due, as described above.

SECTION 6. ~~SECTION 6.~~ ADVERTISING AND MARKETING

6.A ~~6.0~~ ~~We have~~Fund. Dunkin' has established and ~~administer an~~administers The Dunkin' Advertising and Sales Promotion Fund (the “Dunkin' Fund”) ~~for each System~~, and ~~direct~~directs the development of all advertising, marketing and promotional programs for the Dunkin' System. Furthermore, Baskin-Robbins has established and administers The Baskin-Robbins Advertising and Sales Promotion Fund (the “BR Fund”), and directs the development of all advertising, marketing and promotional programs for the Baskin-Robbins System. We may use up to twenty percent (20%) of Continuing Advertising Fees ~~but none of Additional Advertising Fees~~ for the administrative expenses of ~~each~~the Dunkin' Fund and/or BR Fund, and for programs designed to increase sales and further develop the reputation and image of ~~each brand~~the brands. The balance, including any interest earned by ~~each~~the Dunkin' Fund and/or BR Fund, will be used for advertising and related expenses. The content of all activities of ~~each~~the Dunkin' Fund and BR Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by ~~us.~~

Dunkin and Baskin-Robbins, accordingly. 6.1 We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to ~~each~~the Dunkin' Fund and/or BR Fund, or to ensure that you benefit directly or on a pro rata basis from ~~each~~the Dunkin' Fund's and/or BR Fund's activities. Upon your request, ~~we~~Dunkin' and Baskin-Robbins will provide you with an audited statement of receipts and disbursements for ~~each~~the Dunkin' Fund and BR Fund, accordingly. that is audited by an independent, certified public accountant, for each fiscal year of the Dunkin' Fund and/or BR Fund.

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

~~6.2 If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval in advance of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines.~~

6.C 6.3 With respect to the Additional Baskin-Robbins unit, from Marketing. From time to time, we Baskin-Robbins may create a national or local promotional program(s) that, for a limited time, involvesinvolved the giveaway of a specified product, or its sale at some specified price. We Baskin-Robbins may also may create programs for frequency and loyalty cards, and redemption of gift certificates, coupons, and vouchers, the duration of which will be determined by us Baskin-Robbins. If we designate any such program as mandatory, you agree to participate fully in that program.

SECTION 7. SECTION 7. RESTAURANT OPERATIONS

7.A 7.0 Operating in Accordance with Our Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, some of which are set forth in this section. Amongas we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) 7.0.1 Keepkeep the Restaurant open and in continuous operation for the days and hours we periodically prescribe, and use the Restaurant and Premises only as a Dunkin'/Baskin-Robbins Combo Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant's market, and/or other factors we deem relevant);

(2) 7.0.2 Installinstall and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets") that we approve, and replace them as we may require, and source them from approved suppliers, of which we may be onespecify;

(3) 7.0.3 Installinstall and use a retail and back office information system and related equipment and programs that we approveperiodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we mayperiodically specify. Unless we approve otherwise in writing, you will be required to use the retail information system approved for theby Dunkin' brand;

(4) 7.0.4 Useuse only the inventory, supplies, materials, and other items that we approve, and source them from approved suppliers, of which we may be oneproducts and services for the Restaurant that we periodically specify;

(5) 7.0.5 Sellsell all requiredproducts that we periodically specify as mandatory, sell only approvedthose products, and source them from suppliers- that we

periodically approve, ~~of which we may be one~~, and maintain a sufficient supply of all approved products to meet customer demands at all times, ~~unless you receive our written approval to do otherwise~~;

~~7.0.5.1 You will place orders with us or our designated supplier at such times and in such manner as we or our designated supplier prescribes from time to time. You will provide us or our designated supplier with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our designated supplier prescribes from time to time. We or our designated supplier may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not placed timely.~~

(6) ~~7.0.6 Use best efforts to hire employees of good character. Maintain~~ adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of ~~properly-trained~~ properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards-

and use ~~7.0.7 Use~~ only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) ~~7.0.8 Comply~~ comply with all of ~~our~~ requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) ~~7.0.9 Sell~~ offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

~~7.0.10 Keep our confidential Manuals up-to-date and accessible in the Restaurant, and make them available only to those of your employees who need access to them in order to operate the franchised business; and~~

(11) place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier(s) prescribe from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier(s) prescribe from time to time. We or our approved and designated supplier(s) may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not timely placed.

~~7.0.11 Timely execute marketing windows.~~

7.B ~~7.1~~ ~~Obey All~~ Compliance with Laws. You agree to comply at all times with all ~~civil and criminal~~ laws, ordinances, rules, regulations and orders of public authorities pertaining to the

occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C 7.2 Right of Inspection Inspections. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours, to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant. We may; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D 7.3 Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

7.4 Conditions of Employment. ~~You are solely responsible for all employment decisions, including hiring, promoting, discharging, and setting wages and terms of employment.~~

7.F 7.5 Designated and Approved Suppliers. ~~We have the right to approve or disapprove any supplier to your Restaurant or to each System.~~ During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). Currently you must acquire products for your Restaurant through the National DCP, LLC, the purchasing and distribution entity for the Combo Restaurant network. From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products, subject to any then existing arrangements with National DCP, LLC. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and

quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G ~~7.6~~ Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises. ~~We will~~ and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

~~7.7~~ **Courtesy.** ~~The parties will continuously strive to treat each other with courtesy and respect in all aspects of the franchise relationship.~~

SECTION 8. SECTION 8.—REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A ~~8.0~~ Repairs and Maintenance: You agree to continuously maintain the Restaurant and Premises, including all ~~fixtures, furnishings, signs and equipment~~ Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all ~~fixtures, furnishings, signs and equipment~~ Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

8.B ~~8.1~~ Refurbishment and Remodel: No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Restaurant in accordance with our then-current refurbishment Standards as generally described below. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Restaurant in accordance with our then-current remodel Standards as generally described below, including those relating to ~~fixtures, furnishings, signs and equipment~~ Operating Assets. You are responsible for the costs of ~~Refurbishments~~ refurbishments and ~~Remodels~~ remodels.

Our refurbishment Standards generally include, ~~but are not limited to,~~ enhancements, improvements or upgrades to: exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology.

Our remodel Standards generally include, ~~but are not limited to,~~ enhancements, improvements or upgrades to the: site, building, equipment, technology and operational systems as necessary to bring the Restaurant up to the then-current ~~Brand~~ Dunkin' and Baskin-Robbins brands' image and ~~standards~~ Standards.

~~8.2~~ You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

SECTION 9. SECTION 9.—PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

9.A Ownership of Proprietary Marks. Your right to use the Proprietary Marks is derived only from this Agreement and is limited to operating the Restaurant according to this Agreement and all Standards we implement during the Term. You may not sublicense the Proprietary Marks. Your unauthorized use of the Proprietary Marks is a breach of this Agreement and infringes our and our licensor's rights in the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by that use are for our and our licensor's exclusive benefit, and this Agreement does

not confer any goodwill or other interests in the Proprietary Marks upon you (other than the right to operate the Restaurant under this Agreement). All provisions of this Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks that we periodically authorize you to use. Neither you nor your Owners may directly or indirectly at any time during or after the Term contest or assist others in contesting the validity, or our licensor's ownership, of the Proprietary Marks or register, apply to register, or otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

~~9.0 You agree to use only the Proprietary Marks we designate and in the manner that we approve. You may use and display such Proprietary Marks only in connection with the operation of the Restaurant and in compliance with our Standards.~~

9.B 9.1 Use of Proprietary Marks. You agree to use only the Proprietary Marks we periodically designate and in the manner that we periodically approve. You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right ~~of approval~~ of to approve any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, social media, and all links to other sites. We have the sole right to establish an Internet "home page" or other website using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees.

~~9.2~~ You agree not to use the Proprietary Marks or the names "Dunkin' Donuts", "Dunkin'", "DD", "Dunk", "Baskin-Robbins", "Baskin-", "BR", "31 Flavors", or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, social media accounts, or other identification of you or your business, in any medium. In all approved uses of the Proprietary Marks on your business forms such as your letterhead, invoices, order forms, receipts, and contracts, you must identify yourself as our franchisee and your business as independently owned and operated. in the manner that we periodically specify. You must modify or discontinue using any Proprietary Mark and/or use one or more additional or substitute trademarks or service marks as we periodically specify.

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

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

9.E System Confidential Information. In this Agreement, "Confidential Information" means information relating to us, the Dunkin' System, and the Baskin-Robbins System that is proprietary,

provides a competitive advantage to Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and is not generally available to the public, including development plans for Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Combo Restaurants, Dunkin' restaurants, and/or Baskin-Robbins restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

(1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information, except during the Term using methods we approve;

~~9.3 You have no rights in the Proprietary Marks or our Systems other than those explicitly granted in this Agreement, and you may not sublicense the Proprietary Marks.~~

(2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form; and

~~9.4 You agree to notify us promptly of any litigation relating to the Proprietary Marks. In the event we undertake the defense or prosecution of any such litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.~~

(3) will adopt and implement all reasonable procedures that we periodically designate to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Restaurant personnel and others needing to know such Confidential Information to operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

~~9.5 We will save, defend, indemnify and hold you and your successors and assigns harmless, from and against (i) any and all claims based upon, arising out of, or in any way related to the validity of your approved use of the Proprietary Marks and (ii) any and all expenses and costs (including reasonable attorney's fees) incurred by or on behalf of you in the defense against any and all such claims.~~

"Confidential Information" does not include information, knowledge or know-how that is or becomes generally known in the restaurant industry (without violating an obligation to us or our affiliate) or that you knew from previous business experience before we provided it to you (directly or indirectly). If we include any item in Confidential Information, anyone who claims that it is not Confidential Information must show by reasonable evidence that the exclusion in this paragraph is fulfilled.

9.F Innovations. All ideas, concepts, techniques or materials relating to a Combo Restaurant, Dunkin' restaurants, and/or Baskin-Robbins restaurants, whether or not protectable intellectual property and whether created by or for you or your Owners (including the ideas, concepts, techniques or materials developed for you by your employees or contractors to which you own the intellectual property rights) (collectively, "Innovations") must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-

hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this paragraph you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to execute (and to cause your Owners to execute) whatever assignment or other documents we reasonably request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Restaurant or otherwise without our prior approval.

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below) except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Combo Restaurant network; or (3) if required by law or any legal proceeding. "Franchisee Proprietary Information" means information about your or your Owners' (and/or your or their affiliates') ownership, capital structure or financial results that would by its nature, be considered by a reasonable person to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. ~~SECTION 10.~~ RESTRICTIVE COVENANTS

10.A 10.0 Acknowledgements. You acknowledge that as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in each the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our ~~confidential and proprietary information, including methods, practices and products,~~ Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our ~~confidential and proprietary information~~ Confidential Information with you and granting you a license to operate the Restaurant ~~within each System~~ and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Combo Restaurant, Dunkin' restaurant, and Baskin-Robbins Systems; restaurant network.

10.B Covenants During the Term. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) 10.1 During the term of this Agreement, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any ~~approved~~ products to, or receive any financial or other benefit from any business or venture that ~~sells products that are the same as or substantially similar to those sold in Dunkin' or Baskin-Robbins restaurants, except for i) other Dunkin' and Baskin-Robbins restaurants that we franchise to you or ii) real property owned by you; provided, however, no business located on the real property may either a) be a~~ derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of coffee, baked goods, ice cream, and/or other frozen treat store or b) derive more than 15% of its overall revenue from products that are the same as or substantially similar to those sold in treats (other than another Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurants restaurant operating under a franchise agreement with us) (a "Competitive Business");

(2) divert or attempt to divert any ~~Dunkin' or Baskin-Robbins~~Combo Restaurant business or customer or prospective customer away from the Restaurant ~~or either System;~~ another Combo Restaurant, Dunkin' restaurant or Baskin-Robbins restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Combo Restaurant, Dunkin' restaurant or Baskin-Robbins restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks ~~or Systems,~~ any Combo Restaurant, any Dunkin' restaurant, or any Baskin-Robbins restaurant.

10.C 10.2 Covenants After the Term. For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer ~~of an interest in the franchised business pursuant to Section 13~~ (the "Post-Term Period"), neither you nor any ~~shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has~~ of your Owners, officers, directors or guarantors may have a direct or indirect ~~beneficial interest in the franchised business, may have any direct or indirect~~ ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any ~~business or venture (other than an ownership interest in real property) that sells products that are the same as or substantially similar to those sold in Dunkin' or Baskin-Robbins restaurants and located~~ Competitive Business that is located at the Premises or within five (5) miles from the ~~Restaurant~~ Premises or any other Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant that is then open or under development. ~~The restriction Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.~~

10.D ~~in the previous sentence does~~ Exclusions. The restrictions in Sections 10.B and 10.C shall not apply to ~~your~~ the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange. ~~The Post-Term Period begins to run upon your compliance with all of your obligations in this Section; or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.~~

~~10.3 During the term of this Agreement and at any time thereafter, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may contest, or assist others in contesting, the validity or ownership of the Proprietary Marks in any jurisdiction; register, apply to register, or otherwise seek to use or in any way control the Proprietary Marks or any confusingly similar form or variation of the Proprietary Marks; or reproduce, communicate or share any Confidential Information with anyone, or use for the benefit of anyone, except in carrying out your obligations under this Agreement.~~

10.E 10.4 Acknowledgements. You agree acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 10 determines that, strictly applied, it would be invalid or

unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in ~~the~~this Section 10 will be valid and enforceable.

~~10.5 For purposes of this Agreement, the term "Confidential Information" means information relating to us or the Dunkin' or Baskin-Robbins Systems that is not generally available to the public, including Manuals, recipes, products, other trade secrets and all other information and know-how relating to the methods of developing, operating and marketing the Restaurant and each System. You must use best efforts to protect the Confidential Information.~~

~~10.6 If Franchisee is a legal entity, such entity's organizing documents shall provide that its purpose is limited to the following:~~

~~10.6.1 To develop, acquire, own and operate one or more Dunkin' and/or Baskin-Robbins franchises, and to conduct all business and financing activities related to those franchises;~~

~~10.6.2 To develop, acquire, own and lease any real or personal property used in connection with such franchises, including the financing of same;~~

~~10.6.3 To guarantee, co-sign or lend credit, and to secure such obligations by mortgaging, pledging, or otherwise transferring a security interest in your assets (excluding the Franchise Agreement, except and only to the extent and for so long as any applicable law requires that a franchisor permit a franchisee to grant a security interest in the Franchise Agreement) with respect to each of the following:~~

~~a. another Dunkin' and/or Baskin-Robbins franchised business or Dunkin' management company that qualifies as an Affiliate (as defined in (10.6.4) below);~~

~~b. an entity, of which you are a member, that operates or owns or leases real estate or equipment to a Dunkin' central kitchen;~~

~~c. a real estate entity that both: (i) is an Affiliate or is directly or indirectly owned or controlled by you, by an Affiliate, by one or more of your shareholders, or by any person or organization that directly or indirectly owns shares in an Affiliate of yours, and (ii) owns, acquires and/or develops real estate used for Dunkin' and/or Baskin-Robbins restaurants approved by us (for real estate that includes a Dunkin' and/or Baskin-Robbins as part of a multi-use project, in addition to an Option to Assume, we require a non-disturbance agreement acceptable to us that permits us to operate or rebrand the restaurant in the event of a default under your loan, pledge, mortgage or similar instrument. Notwithstanding anything to the contrary, in no event may Franchisee guarantee, co-sign, lend credit, mortgage, pledge or otherwise transfer a security interest in your assets with respect to real estate that does not include a Dunkin' and/or Baskin-Robbins business);~~

~~10.6.4 For purposes of this Agreement, an Affiliate means a corporation, partnership or limited liability company whose equity is owned in whole in part by (a) one or more of your shareholders, (b) one or more parent, spouse, sibling, child or grandchild or another blood relation of a shareholder(s) of yours, (c) a trust, family limited partnership or similar organization that we have approved as a shareholder and of which at least one of your shareholders is a settlor, trustee or beneficiary (or equivalent), or (d) or another entity that we have approved to hold an equity interest in you.~~

~~10.7 We have the exclusive right to use and incorporate into each System all modifications, changes, and improvements developed or discovered by your employees, agents or you in connection with the franchised business, without any liability or obligation to your employees, agents or you.~~

~~SECTION 11. SECTION 11. MAINTENANCE AND SUBMISSION OF~~MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS~~AND REPORTS~~

11.A ~~11.0~~ Maintaining Records. You ~~are required to~~must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally

accepted accounting principles. ~~You are required to keep any additional business records that we specify from time to time, in the manner and for the time we specify.~~ All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B 44.4 Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements ~~to us for the Restaurant~~ on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end, ~~all in the format and by the means that we specify from time to time.~~ If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C 44.2 Audit of Records. Within fifteen (15) days ~~from~~after our request and at our option, you agree to (a1) photocopy and deliver to us those required records that we specify, or (b2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us our representatives. You ~~agree to also hereby~~ grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

~~11.3 We will keep any records you provide to us that contain confidential information of yours confidential, provided such records are marked confidential and, by their nature, would be considered by a reasonable person to be confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Restaurant, in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of each System, or if required by law or any legal proceeding.~~

SECTION 12. ~~SECTION 12.~~ INSURANCE AND INDEMNIFICATION

12.A Insurance.

(1) 42.0 Prior toBefore opening or operating the Restaurant for business, and ~~prior to constructing~~before beginning construction of the Restaurant ~~in the event if~~ you are developing the Restaurant, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the ~~duration of this Agreement~~Term. We have the right to change these insurance requirements from time to time. All insurance must be placed and maintained with insurance companies with ratings that meet or exceed our Standards. At our request, you must provide us with proof of required insurance coverages.

42.1 We and any ~~affiliated party~~affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without thirty (30) days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named

party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement, ~~with all of the aforementioned provisions. In the event that~~ If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums ~~and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions below.~~

(2) ~~12.2~~ Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section ~~14.9~~ 12.B.

12.B Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnify shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Combo Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Dunkin' brand or Baskin-Robbins brand, or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party's interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys' fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any other written contract between us or in any program or offering in which you participate, such as the Dunkin' and/or Baskin-Robbins Loyalty Program(s), such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

~~SECTION 13. TRANSFERS~~

13.A ~~13.0~~ Transfer by Us: We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns, ~~and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations.~~ Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B ~~13.1~~ Transfer by You: – Defined. We entered into this Agreement based on ~~the qualifications of your owners and you. Any~~ and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect transfer of interest in or rights or obligations under this Agreement requires, nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written consent, which we will not unreasonably withhold. We may withhold consent if a proposed transferee does not meet our then-current criteria, if approval. A transfer of the ownership, possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

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

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

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the

proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;

(2) you have ~~not~~ satisfied all of your outstanding obligations to us, ~~if~~ the Restaurant and Premises are ~~not~~ in compliance with our Standards, ~~or if~~ and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, ~~or~~ and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties. ~~At~~;

(4) at the time of transfer, you and all of your ~~shareholders, partners and members must~~ Owners execute ~~a general release of us and our parent and affiliates, in our then-current standard form. If~~ of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, ~~a shareholder, member or partner~~ an Owner no longer has an interest in the franchised business, then such ~~party~~ Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations ~~under Section 10.~~);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E 13.2 Transfer Fee. At transfer, you must pay us a Transfer Fee as follows, whether or not we exercise our rights in Section ~~13.4:~~ 13.G.

(1) ~~13.2.1~~ If you have not owned and operated the Restaurant for at least three (3) full years ~~before on the date~~ the transfer occurs, you will pay the Transfer Fee set forth in the chart in ~~Section 13.2.2 Subsection (2)~~ below plus ~~twenty thousand dollars an additional Twenty Thousand Dollars~~ (\$20,000).

(2) ~~13.2.2~~ ~~If you have owned and operated the Restaurant for at least three (3) full years on the date~~ the transfer occurs ~~after the third full year of ownership and operation~~, you will pay the Transfer Fee stated below. ~~We, based on the Restaurant's Gross Sales during the twelve (12)-month period ending as of the end of the reporting period immediately preceding the transfer's closing date, provided that we~~ reserve the right to select another period or to make appropriate adjustments to such Gross Sales in the event extraordinary occurrences (e.g., road construction, fire or other casualty, etc.) materially affected the Restaurant's sales during ~~the that~~ trailing twelve (12)-month period.

Gross Sales for the Trailing 12 Month Period	Transfer Fee
Less than \$400,000.00	\$12,500.00
\$400,000.00 or more, but less than \$600,000.00	\$13,500.00
\$600,000.00 or more, but less than \$1,000,000.00	\$15,500.00
\$1,000,000.00 or more, but less than \$1,400,000.00	\$19,500.00
\$1,400,000.00 or more	\$27,500.00

(3) ~~13.2.3~~ In lieu of the Transfer Fee above, we will only charge the applicable, then-current Fixed Documentation Fee published by us from time to time for ~~i(a) a transfer of interest that does not result in a Change of Control (as defined below) or ii) if any of the interests transfer a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred~~ to the spouse(s) or children of ~~the original signatories or iii) if all of the interests transfer to beneficiaries or heirs of an owner~~ any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

~~For the purposes of this Agreement, "Change of Control" means either i) a transfer of majority interest from an original signatory to another or ii) any transaction or series of transactions that, either alone or together with other previous, simultaneous or other proposed transfers, whether related or unrelated, will have the result of the original signatories holding an aggregate interest less than 50% of the indirect or direct interest in this Agreement. For the avoidance of doubt, if any Transfer under part (i) above that results in a Change of Control, then the Transfer Fee(s) set forth in Section(s) 13.2.1 and 13.2.2, as applicable, shall apply.~~

13.F 13.3 Transfer on Death: Within twelve (12) months ~~from~~ after the death of you or any of your ~~owner(s) Owners~~ and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within ~~twelve~~ eighteen (18) months ~~from~~ after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section. ~~This Agreement shall automatically terminate if the transfer has not occurred within twelve months, unless we grant an extension in writing 13.~~

13.G 13.4 Right of First Refusal: ~~We. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will~~ have a right of first refusal to be the purchaser ~~in the event of any proposed direct or indirect sale of of that~~ interest ~~in this Agreement~~, under the same terms and conditions contained in the ~~offer or~~ purchase and sale document. ~~Only one franchisor (but subject to our rights under this Agreement and the Standards). Only Dunkin' or Baskin-~~

Robbins will exercise the right of first refusal. ~~As between the two franchisors, under this Section 13.G, and the franchisor that has the right of first refusal will be~~ the brand that generated the most sales at the Restaurant ~~in~~ during the twelve (12) months preceding receipt of the offer ~~or purchase and sale document will have the right to exercise the~~. You must comply with our Standards and requirements pertaining to our right of first refusal ~~as to both brands. You must provide, including by providing~~ us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale, ~~and we, We~~ will have sixty (60) days ~~from following~~ our receipt ~~of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request,~~ to notify you whether we are exercising our right. ~~We may purchase the interest ourselves or assign our right without recourse to a nominee who will purchase the interest directly from you. In the event you modify the offer or terms of sale in any way, you must resubmit the modified offer or~~ of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale document, as modified, and we will again have sixty days to documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise the our right of first refusal. ~~—) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.~~

SECTION 14. ~~SECTION 14. DEFAULT AND REMEDIES~~ TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;

(2) there is any unauthorized transfer or assignment in violation of Section 13;

~~14.0 You will be in default under this Agreement under the following conditions:~~

(3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

~~14.0.1 You breach an obligation under this Agreement, or an obligation under another agreement, which agreement is necessary to the operation of the Restaurant.~~

(5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Combo Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;

(6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Combo Restaurant, for an unauthorized purpose;

(7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;

(8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant, other than a Store Development Agreement, is terminated before its term expires, regardless of the reason;

(9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;

(10) 14.0.2 You you or any guarantor file a petition in bankruptcy, or are adjudicated a-bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; or you become or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days; or such a receiver, trustee or other custodian is appointed for your business or business assets; or proceedings for composition with creditors is filed by or against you or any guarantor; or if any of your real or personal property or any guarantor's assets is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

~~14.0.3 You or your owners are convicted of or plead guilty or no contest to a felony or crime involving moral turpitude, or any other crime or offense that is injurious to either System or the goodwill enjoyed by our Proprietary Marks.~~

~~14.0.4 You or your owners commit a fraud upon us or a third party relating to a business franchised or licensed by us.~~

~~14.0.5 You use or permit the use of any business franchised or licensed by us, including the Restaurant or Premises, for an unauthorized purpose.~~

~~14.0.6 We terminate any other franchise agreement with you or any affiliated entity by reason of a default under sections 14.0.3, 14.0.4 or 14.0.5.~~

~~14.1 You will have the following opportunities to cure a default under this Agreement.~~

~~14.1.1 **Thirty-Day Cure Period.** Except as otherwise provided, you must cure any default under this Agreement within thirty days after delivery of notice of default to you in our then standard form or forms of communication.~~

~~14.1.2 **Seven-Day Cure Period.** If you do not pay the money owed to us or the Advertising Fund when due, or if you fail to maintain the insurance coverage required by this Agreement, you must cure that default within seven days after delivery of notice of default to you in our then standard form or forms of communication.~~

~~14.1.3 **Twenty-Four Hour Cure Period.** If you violate any law, regulation, order or Standard relating to health, sanitation or safety, or if you cease to operate the restaurant for a period of forty-eight hours without our prior written consent, you must cure that default within twenty-four hours after delivery of notice of default to you in our then standard form or forms of communication.~~

~~14.1.4 **Cure on Demand.** You must destroy any product or cure any situation that, in our opinion, poses an imminent risk to public health and safety, at the time we demand you do so.~~

~~14.2 **No Cure Period.** No cure period will be available if you are in default under paragraphs 14.0.2 through 14.0.6; if you abandon the Restaurant; if you intentionally under-report Gross Sales or otherwise commit an act of fraud with respect to your acquisition or performance of this Agreement; or if your lease for the Restaurant is terminated. In addition, no cure period will be available for any default if you already have received three or more previous notices to cure for the same or a substantially similar default (whether or not you have cured the default), within the immediately preceding twelve-month period.~~

~~14.3 **Statutory Cure Period.** If Notwithstanding the foregoing, if a default is curable under this Agreement, and the any applicable law in the state in which the premises Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.~~

~~14.B 14.4 Additional Remedies. In addition to all the our other rights and remedies provided at law or by statute for the breach of this Agreement, we also have the following remedies:~~

~~(1) 14.4.1 If we believe a condition of at the Premises or the Restaurant or of any product poses sold poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect these those persons, and the goodwill enjoyed by our Proprietary Marks and Systems. Such actions may include System, including any or all of the following: we may require (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; we may (ii) immediately removing or destroying (or requiring you to immediately remove or and destroy) any products that we suspect are contaminated; and, (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct a hazardous that condition on demand, and within a reasonable time, we and contractors we hire may enter the Restaurant without being guilty of, or liable for, trespass or tort, and correct the condition. You are solely responsible for all losses or expenses incurred in complying with~~

the provisions of this subsection. ~~Further, if you should discover a hazardous condition as described above, you agree to notify us immediately.~~

(2) ~~14.4.2 If after proper notice and opportunity to cure,~~ If we notify you that you have not complied with a Standard involving the condition of the Restaurant, including maintenance, repair, and cleanliness, ~~we and contractors we hire~~ and you fail to correct that non-compliance within thirty (30) days, then we and our representative es may enter the Restaurant and Premises, without being guilty of, or liable for, trespass or tort, and correct the condition at your expense.

(3) ~~14.4.3~~ If you ~~are~~ repeatedly ~~in default of~~ fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C ~~14.4.4~~ Enforcement Expenses. You will agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, ~~incurred by us~~ that we incur in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D ~~14.5~~ Injunctive Relief. Because of the importance of your compliance with Standards to protect our ~~Systems, other franchisees,~~ System, the Combo Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient remedy for your breach of ~~our Standards~~ any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith, ~~that it is a Standard of general applicability in that DMA or "region" (as that term is defined by us), and that you are violating or are about to violate that Standard. A Standard of general applicability is one that applies to all franchisees in the DMA or region, or throughout the Dunkin' and Baskin-Robbins Systems. and applies generally to Combo Restaurants in the same geographic region and that are similarly situated with the Restaurant.~~

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

~~14.6 Termination and Expiration. If you commit a default referenced in section 14.2 or if you fail to timely cure any default that may be cured, we may terminate this Agreement. Termination will be effective immediately upon receipt of a written notice of termination unless a notice period is required by law, in which case that notice period will apply. Upon termination or expiration of this Agreement, you no longer have any rights granted by this Agreement. If we suffer your continued operation of the Restaurant while we seek judicial enforcement of our election to terminate, conducting business as if the Agreement had not been terminated in order to preserve the reputation of our Systems and goodwill associated with the Proprietary Marks, our adherence to the judicial process is neither a waiver of our election to terminate nor an extension of the termination date.~~

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no

longer an authorized franchisee and the Restaurant is no longer an authorized Combo Restaurant or eligible to receive products and services as a Combo Restaurant;

~~14.7 In the event of termination or expiration of this Agreement:~~

~~14.7.1 You must pay all monies owed under this Agreement, including any fees and interest, within ten days.~~

~~(2) 14.7.2 Youyou~~ must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee-

~~, and 14.7.3 You~~ must immediately cease all use of our Proprietary Marks, ~~trade secrets, confidential information, and manuals,~~any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Combo Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System-;

~~(3) 14.7.4 You must,~~ within ten ~~(10)~~ (10) days, ~~after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our operating manuals, plans, specifications, and all other materials of ours in your possession relating to the operation of the Restaurant, all of which you acknowledge to be our property. The remaining materials are your property. Manuals, plans, and other documents containing our Standards or other intellectual property; and~~

~~14.7.5 Upon our request within thirty days from the date of termination due to default, you agree to sell to us any or all of the furniture, fixtures, and equipment at its then-current fair market value, less any indebtedness on the equipment, and indebtedness to us;~~

~~14.7.6 Upon our request within thirty days from the date of termination or expiration, you must assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises.~~

~~(4) 14.7.7 Uponupon~~ our request within thirty ~~(30)~~ (30) days ~~from the date of~~after expiration or termination ~~due to default or expiration,~~ you must ~~(a)~~ (a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks. ~~Further, you must; (b)~~ make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other ~~restaurants in the System. You must also~~Combo Restaurants so as to prevent a likelihood of confusion by the public; (c) disconnect and cease using any telephone ~~listings~~numbers that ~~contain~~are connected to our Proprietary Marks name,; and ~~(d)~~ (d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your ~~attorney-in-fact~~attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this ~~section. In the event~~subsection (4). If you fail or refuse to comply with the requirements of this ~~section~~subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, ~~which~~and you agree to ~~pay~~reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the reputation of the Combo Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Combo restaurants then being acquired) (the "Purchased Assets"). The purchase price for the Purchased Assets (the "Purchase Price") will be their fair market value, but not as a Combo Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Combo Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR

OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D 14.8 Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

~~14.9 Indemnification. You will indemnify and hold us, our parent, subsidiaries and affiliates, including our and their respective members, officers, directors, employees, agents, successors and assigns, harmless from all claims related in any way to your operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us by statute, ordinance, regulation or other law. We will notify you of any claims covered by this paragraph, and you shall have the opportunity to assume the defense of the matter. We shall have the right to participate in any defense that is assumed by you, at our own cost and expense. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer.~~

SECTION 15. DISPUTE RESOLUTION

~~15.0 Waiver of Rights: Both we and you waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits (expressly excluding any fees due to us now or in the future under this Agreement); or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by either of us can be consolidated with the claims of any other party. If such claims and demands cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.~~

~~15.1 Arbitration: Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or by another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff's election to arbitrate or to submit the dispute to the court system, including any compulsory counterclaims, is binding on the parties except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the Restaurant is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues.~~

~~15.2 **Scope of Arbitration:** Disputes concerning the validity or scope of this Section, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq., as amended from time to time. The provisions of this Section shall continue in full force and effect subsequent to any expiration or termination of this Agreement.~~

~~15.3 **Appeals:** Either of us may appeal the final award of the arbitrator(s) to the appropriate U.S. District Court. The Court's review of the arbitrator's findings of fact shall be under the clearly erroneous standard, and the Court's review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.~~

SECTION 16. ~~SECTION 16.~~ MISCELLANEOUS

~~16.0 If you directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute our then standard agreement giving us the option to lease the Premises from you if you default under this Agreement or under any lease relating to the Restaurant or Premises. The lease will be for the then remaining term of this Agreement, including any extension or renewal, at "triple net" fair market value rent for comparable Dunkin' /Baskin-Robbins locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually acceptable real estate professional.~~

16.A 16.1 Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor of ours and not our agent, partner or joint venturer. Neither party has the power to bind the other. Nothing in this Agreement contemplates a fiduciary relationship. Neither responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.

16.B 16.2 Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any term provision of this Agreement or any Standard applies only to that one breach and that one term provision or Standard, and not to any subsequent breach of any term. Acceptance by us that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be a our waiver by us of any preceding breach by you of any term. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you. ~~If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.~~

~~16.3 The parties' rights and remedies are cumulative. Neither you nor your successor may create or assert any security interest or lien in this Agreement, without our prior written approval. You represent and warrant that you have established your operating agreement, by laws or partnership agreement in accordance with the requirements of this Agreement. In the event of any conflict between a provision in this Agreement and a provision in your operating agreement, by laws or partnership agreement, the provision of this Agreement will control.~~

16.C Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D ~~16.4~~ Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. ~~Wherever we use the word "including", it means "including"~~ If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to.;" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors

in interest. Subject to our rights to modify the Manuals, Standards and System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Combo Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Combo Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Combo Restaurants.

16.G 16.5 Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to ~~us shall be sent to us "c/o Dunkin' Brands, Inc., as Manager, Attention: Legal Department."~~

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

~~16.6 This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. Nothing in this Section, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter parts by facsimile or otherwise. This Agreement may only be modified in a writing signed by you and us.~~

~~16.7 Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that the Restaurant will achieve a certain level of sales or be profitable, notwithstanding our approval of the location. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Dunkin' and Baskin-Robbins Systems.~~

~~16.8 This Agreement grants you rights with respect to the Dunkin' and Baskin-Robbins brands. We have the right, at any time, to require you to execute and deliver separate contracts for each brand, each containing all of the terms of this Agreement pertaining to such brand. You agree to execute and return such replacement contracts to us within thirty (30) days after receipt thereof. If you fail to do so, we have the right to execute such instruments on your behalf and deliver a copy to you.~~

16.I 16.9 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

(The remainder of this page is intentionally left blank.)

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement ~~in duplicate~~, as of the date and year first written above. ~~You hereby acknowledge receipt of this Franchise Agreement, including any addenda referenced in Item J, at least seven (7) calendar days (or such longer period as is required by state law) prior to the date hereof. You further acknowledge having carefully read this agreement in its entirety, including all addenda identified above and the Personal Guarantee below (if applicable).~~

DUNKIN' DONUTS FRANCHISING LLC
BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

~~YOU ACKNOWLEDGE SECTION 15 OF THE TERMS & CONDITIONS, WHICH PROVIDES FOR YOUR EXPRESS WAIVER OF RIGHTS TO A JURY TRIAL, TO PARTICIPATE IN CLASS ACTION LAWSUITS, TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES.~~

WITNESS/ATTEST:

FRANCHISEE
Entity

By: _____

Print Name: _____

Print Name:

GUARANTY AND ASSUMPTION OF OBLIGATIONS

PERSONAL GUARANTEE

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the "Agreement") on this date by **DUNKIN' DONUTS FRANCHISING LLC** ("Dunkin'") and **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins" and together with Dunkin', the "Franchisor"), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Franchisor's entering into the Agreement with Franchisee; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or

Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (b) all rights to require Franchisor to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

The undersigned represent and warrant that they hold a direct or an indirect interest in FRANCHISEE ENTITY NAME (“Franchisee”) organized under the laws of the State/Province of _____.

Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Franchisee’s money obligations to us (and our parents or affiliates) under Section 5 and the performance of all of the Franchisee’s other obligations under this Franchise Agreement, including, without limitation, Section 10 in its entirety relative to the restrictions on activities. The undersigned personally agree that the Franchise Agreement shall be binding upon each of them personally. The undersigned, jointly and severally, agree that we may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Franchisee’s money obligations under Section 5; **(b) modify, with the consent of Franchisee, Franchisee’s money or other obligations under this Agreement;** and (c) settle, waive or compromise any claim that we have against Franchisee or any or all of the undersigned, all without in any way affecting this personal guarantee, which is intended to take effect as a sealed instrument.

Witness
individually
Print Name: _____

EXHIBIT ~~D-1~~C-3

TO THE BASKIN-ROBBINS FDD

~~BASKIN-ROBBINS-STORE DEVELOPMENT AGREEMENT~~

~~EXHIBIT D-2~~

**INCENTIVE ADDENDUM TO THE ~~BASKIN-ROBBINS FDD~~ FRANCHISE
AGREEMENT**

~~COMBO-STORE DEVELOPMENT AGREEMENT~~

**2024 INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT**

This Incentives Amendment to the Franchise Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties have signed a new Store Development Agreement] We and you or your affiliate signed that certain Store Development Agreement dated as of _____ (as amended, the “Store Development Agreement”), pursuant to which you or your affiliate agreed to develop and sign franchise agreements to operate the number of Baskin-Robbins Restaurants identified on Exhibit B to the Store Development Agreement within the Store Development Area identified in Exhibit A of the Store Development Agreement.

B. [Note: Only include this recital if the parties have not signed a new Store Development Agreement and qualify for the NRO, Deeper NRO, or ADNRO incentive program] We and you signed that certain Franchise Agreement dated as of the date hereof (the “Franchise Agreement”), pursuant to which you shall operate a Baskin-Robbins Restaurant located at _____ (the “Restaurant”). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

C. [Note: Only include this provision if this Amendment is being signed in connection with the Relocation Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant located at _____ (the “Existing Restaurant”). You have requested, and we have agreed to permit you to, relocate the Existing Restaurant to the following new address _____ (the “Relocated Restaurant”). Together with the execution of this Amendment, you and we are signing that certain Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Relocated Restaurant. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

D. [Note: Only include this provision if this Amendment is being signed in connection with the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant located at _____ (the “Restaurant”). You have requested, and we have agreed to permit you to, remodel the Restaurant in accordance with the Existing Franchise Agreement and our current Standards. Together with the execution of this Amendment, you and we are signing that certain renewal Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Restaurant for the renewal term. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

E. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Temporarily Reduced Continuing Franchise Fees, Continuing Advertising Fees, and Marketing-Start Up Fee**. Notwithstanding anything to this contrary in the Franchise Agreement, we will reduce the Continuing Franchise Fees, Continuing Advertising Fees, and the Marketing Start-Up Fee under the Franchise Agreement if you qualify for the incentive set forth below:

a. **New Restaurant Opening Incentive**. [*Note: Only include if the franchisee qualifies for the New Restaurant Opening Incentive*] Under our “New Restaurant Opening Incentive” program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the NRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the NRO incentive program described in this Section. The “NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the New Restaurant Opening incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) The Continuing Franchise Fee is hereby amended as set forth below:

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

(2) The Continuing Advertising Fee is hereby amended as set forth below:

Duration of Effective CAF	Discount On CAF
Opening through Year 2	50% Off Standard Rate
Year 3 through remainder of the term	Standard Rate Applies

(3) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

b. Deeper New Restaurant Opening Incentive. [Note: Only include if the franchisee qualifies for the Deeper New Restaurant Opening Incentive] Under our “Deeper New Restaurant Opening” or “Deeper NRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the Deeper NRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the Deeper NRO incentive program described in this Section. The “Deeper NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the Deeper NRO incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

- (1) The initial franchise fee due under the Franchise Agreement is \$12,500.
- (2) The Continuing Franchise Fee is hereby amended as set forth below:

Duration of Effective CFF	Effective CFF
Opening through Year 2	1.9%
Year 3 to Year 4	2.9%
Year 5 through remainder of the term	5.9%

- (3) The Continuing Advertising Fee is hereby amended as set forth below:

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

(4) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

c. Alternative Deeper New Restaurant Opening Incentive. [Note: Only include if the franchisee qualifies for the Alternative Deeper New Restaurant Opening Incentive] Under our

“Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the ADNRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ADNRO incentive program described in this Section. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ADNRO incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) The initial franchise fee due under the Franchise Agreement is \$12,500.

(2) *[Note: Only include if the Restaurant is located in Idaho, Montana, Oregon, or Washington]* If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

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

(3) *[Note: Only include if the Restaurant is located in Alaska or Hawaii]* If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

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

(4) *[Note: Only include if the Restaurant is located in the Central States Territory]* If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

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

(5) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

- d. **Relocation Incentive.** *[Note: Only include if the franchisee qualifies for the Relocation Incentive]* Under the “Relocation Incentive” program, if (i) as of the date of this Amendment, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, including the de-identification obligations regarding the Existing Restaurant set forth in Section 14.E of the Existing Franchise Agreement, (ii) you relocate, open and commence operations of the Relocated Restaurant within the Relocation Territory in compliance with the Existing Franchise Agreement on or before _____ (the “Re-Opening Deadline”), (iii) you provide to us a report identifying the amounts that you spent in various categories relating to the relocation, development, and opening of the Relocated Restaurant within one hundred twenty (120) days of project completion, and (iv) you build the Relocated Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Franchise Agreement, then the CFF is hereby amended as set forth below:

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

If you fail to satisfy any of the conditions listed in (i) through (iv) above, the Relocation Incentive program described in this Section will not apply to the Relocated Restaurant. Furthermore, together with the execution of the Franchise Agreement and this Amendment, you and we hereby terminate the Existing Franchise Agreement. The “Relocation Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

2. **New Restaurant Capital Contribution Incentives.** *[Note: Only include if the franchisee qualifies for the New Restaurant Capital Contribution Incentive]* Under the “New Restaurant Capital Contribution” or “NRCC” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (ii) you open and begin operating the Restaurant in the NRCC Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the NRCC incentive program described in this Section. The “NRCC Territory” means Alaska, Arkansas, Georgia,

Hawaii, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Oregon, Tennessee, and Washington. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the NRCC incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then we will provide you with the following:

a. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

b. We will provide you with the following equipment credit equal to: *[Note: Only include the applicable amount based on whether the Restaurant will have a drive-thru or will not have a drive-thru]*

(1) \$31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru.

(2) \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

3. **Remodel Capital Contribution Incentive.** *[Note: Only include if the franchisee qualifies for either the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive]*

[Note: Only include if the franchisee qualifies for the Early Remodel Capital Contribution Incentive] You qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or after January 1, 2025, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin-Robbins Restaurant, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to December 31, 2024. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before December 31, 2024, (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the remodel of the Restaurant, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, then you will receive the benefits of the Remodel Capital Contribution Incentive described below.

[Note: Only include if the franchisee qualifies for the Standard Remodel Capital Contribution Incentive] You qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or before December 31, 2024, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin-Robbins Restaurant on or before December 31, 2024, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to the remodel due date identified in the Existing Franchise Agreement. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before the required remodel date under the Existing Franchise Agreement, (iii) you provide to us a report identifying the amounts that you spend in various categories relating to the remodel of the

remodeled Restaurant, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, then you will receive the benefits of the Remodel Capital Contribution Incentive described below.

If you satisfy each of the conditions listed in (i) through (iv) above, then under the Remodel Capital Contribution Incentive, (a) we will provide you with a \$10,000 credit to be paid first to the cost for new exterior signage, and then to any other qualifying equipment, and (b) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement. If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement), the Remodel Capital Contribution Incentive will not apply to the Restaurant.

4. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening Incentive, Deeper NRO, ADNRO or the NRCC incentive program set forth above, and you open and begin operating the Restaurant in accordance with the Franchise Agreement before the Opening Deadline, then the CFF will be zero percent (0%) from the date you open the Restaurant until the Opening Deadline (not to exceed twelve (12) months), and then the applicable CFF rate shall apply. If you open the Restaurant on or after the Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

5. **VetFran Program.** *[Note: Only include this provision if the Franchisee or its owner(s) qualify for the VetFran Incentive, and this Franchise Agreement is signed in connection with the development and operation of the franchisees first through tenth Franchise Agreement.]* If (a) you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs a Franchise Agreement to develop one Baskin-Robbins Restaurant, (b) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Store Development Agreement, (c) you open and begin operating the Restaurant in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (d) you provide to us a report identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant, and (e) you build the Restaurant in the design, to the specifications, and at the location approved by, then we agree to, in addition to the above provisions, we agree to credit an amount equal to \$10,000 towards the CFFs owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (e) above, the VetFran incentive program described in this Section, will not apply to the Restaurant.

6. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment the date of the Effective Date.
YOU:

By: _____
Name: _____
Title: _____

US:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Name: _____
Title: _____

EXHIBIT ~~D-3~~C-4

TO THE BASKIN-ROBBINS FDD

**~~CONDITIONAL OPTION~~MULTI-BRAND ADDENDUM TO ~~EXTEND THE~~
FRANCHISE AGREEMENT**

**2024 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum to Franchise Agreement (this “**Addendum**”) is entered into this ____ day of _____, 202__ by and between _____ (“**Franchisor**”) and _____ (“**Franchisee**”).

1. **Background.**

(a) Franchisor and Franchisee are parties to that certain _____® Franchise Agreement dated as of _____ (as amended, the “**Franchise Agreement**”) under which Franchisor has granted Franchisee the right to operate a _____® restaurant (a “**Brand Restaurant**”) at _____ (the Brand Restaurant at that location is called the “**Franchised Restaurant**”). All initial capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreement.

(b) Franchisee operates or intends to operate the Franchised Restaurant at the premises of, and in combination with, the other brand restaurants listed on Exhibit A (collectively, and whether one or more, the “**Other Restaurants**”). The affiliate(s) of Franchisee listed on Exhibit A (collectively, and whether one or more, the “**Co-Operators**”) operate the Other Restaurants under the separate franchise agreement(s) listed on Exhibit A (collectively, and whether one or more, the “**Other Franchise Agreements**”) with the franchisor(s) listed on Exhibit A who are Franchisor’s affiliates (collectively, and whether one or more, the “**Other Franchisors**”).

(c) This Addendum reflects certain changes in and clarifications to the Franchise Agreement to reflect Franchisor’s modified requirements for a multi-brand location. Franchisee acknowledges that Franchisor is willing to enter into this Addendum and to permit the operation of the Franchised Restaurant as a multi-brand location only because of the relationship between Franchisor and the Other Franchisors and, if applicable, the relationship between Franchisee and its Co-Operators who operate the Other Restaurants.

2. **Ownership of Other Restaurants.** Notwithstanding the restrictions in the Franchise Agreement, Franchisor consents to Franchisee’s (and/or, as applicable, its Co-Operators’) ownership and operation of the Other Restaurants at the same premises as the Franchised Restaurant, provided Franchisee complies with the terms of the Franchise Agreement (including this Addendum) and Franchisee (or its Co-Operators) complies with the terms of the Other Franchise Agreements.

3. **Franchise Agreement Term and Renewal.** The term of the Franchise Agreement shall expire, unless sooner terminated, on _____, 20___. In addition to the conditions in the Franchise Agreement to obtain a renewal or successor franchise to continue operating the Franchised Restaurant as a Brand Restaurant, Franchisee (and/or, as applicable, its Co-Operators) also must be in compliance with, and, if Franchisor requires, renew or extend the term of, the Other Franchise Agreements.

4. **Operation as a Multi-Brand Location.** Franchisee agrees that Franchisor, at its option, may modify any of the terms of the franchise system applicable to the Franchised Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Brand Restaurants, in order to reflect the Franchised Restaurant's status as a multi-brand location. Franchisee agrees to comply with all of those modifications. Without limiting the generality of the foregoing:

(a) Franchisee shall design and construct, and/or make modifications to, the Franchised Restaurant's layout, design, equipment and fixtures that Franchisor specifies to reflect the multi-brand location.

(b) Franchisee agrees that its (or Co-Operators') development and operation of the Other Restaurants shall not unreasonably interfere with or otherwise disrupt the Franchised Restaurant's operations. The operation of the Other Restaurants must be consistent with and complement Franchisee's operation of the Franchised Restaurant.

(c) Franchisee acknowledges that the services, guidance and assistance that Franchisor provides under the Franchise Agreement, including any training, may be intended for stand-alone Brand Restaurants and not tailored or specific to multi-brand locations like the Franchised Restaurant.

(d) Franchisee may not open and begin operating the Franchised Restaurant unless the Other Restaurants are also open and in operation. Franchisee shall ensure that the Other Restaurants are open and operating during all business hours that the Franchised Restaurant is open and operating.

(e) Franchisee must use paper products and other items bearing the Brand Restaurants' trademarks and trade names only at the Franchised Restaurant and with products served by the Franchised Restaurant, and Franchisee (or its Co-Operators) may not use them at the Other Restaurants or with products served by the Other Restaurants.

(f) Franchisee (and, if applicable, its Co-Operators) shall notify the customers of the Franchised Restaurant and the Other Restaurants, and the design and layout of the Franchised Restaurant and Other Restaurants shall reflect, all in the manner Franchisor periodically specifies, that the operation of the Other Restaurants is separate from and independent of the Franchised Restaurant. Without limiting the foregoing, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Franchised Restaurant and not the Other Restaurants. Likewise, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Other Restaurants and not the Franchised Restaurant. Unless Franchisor otherwise specifies or approves, none of the advertising, marketing or promotional materials associated with the

Franchised Restaurant may reference the Other Restaurants or the brand(s) under which the Other Restaurants operate.

(g) all of the Franchised Restaurant's sales must be entered only on the point-of-sale system that Franchisor approves for the Franchised Restaurant. Franchisee (and, if applicable, Co-Operators) shall maintain separate books and records for the Franchised Restaurant and the Other Restaurants and shall not commingle the revenues of the Franchised Restaurant with the revenues of the Other Restaurants. Franchisor and Franchisee agree that Franchisee shall pay royalties or continuing franchise fees, advertising/brand fund contributions or continuing advertising fees, and/or similar payments based on Gross Sales under the Franchise Agreement only on the Gross Sales derived from the Franchised Restaurant and not on the sales or revenue of the Other Restaurants. Franchisee agrees to deliver to Franchisor, at such times that Franchisor periodically specifies, sales information and other reports relating to the Other Restaurants.

(h) Franchisee acknowledges that Franchisor shall have no obligation to provide any training, services or other assistance with respect to the development or operation of the Other Restaurants.

5. **Personnel.** Franchisee must ensure that all employees providing services to customers of the Franchised Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants. Franchisor may at its option modify its training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Franchised Restaurant and the Other Restaurants. However, Franchisee must ensure that all employees who provide services to the Franchised Restaurant's customers or otherwise assist in the Franchised Restaurant's operation are properly trained to operate the Franchised Restaurant and otherwise satisfy Franchisor's requirements. Franchisee must pay Franchisor any training fees and additional expenses that Franchisor incurs in connection with any additional or specialized training required for the Franchised Restaurant's personnel due to its status as multi-brand location.

6. **Inspections and Audits.** In order to determine Franchisee's compliance with the Franchise Agreement (including this Addendum), Franchisor shall have the right to inspect the Other Restaurants and their operations, and audit the books and records associated with the Other Restaurants, in accordance with the terms of the Franchise Agreement to the same extent that it may do so with respect to the Franchised Restaurant, its operations, and its books and records. If Franchisee has Co-Operators operating the Other Restaurants, Franchisee must ensure that those Co-Operators provide Franchisor the rights under this Section 6.

7. **Refresh/Remodel of the Franchised Restaurant.** Franchisor, at its option, may modify the requirements for any required refresh or remodel of the Franchised Restaurant under the Franchise Agreement, including by accelerating or deferring any due dates, in order to correlate with the development, remodel and/or refresh requirements under any of the Other Franchise Agreements.

8. **Relationship With Other Franchise Agreements.** Franchisee acknowledges that Franchisor granted Franchisee the rights under the Franchise Agreement and this Addendum in

reliance upon, and that the operation of the Franchised Restaurant under the Franchise Agreement is dependent on and inextricably connected with, Franchisee's (or its Co-Operators) operation of the Other Restaurants pursuant to and in compliance with the Other Franchise Agreements. Therefore:

(a) Franchisee agrees to comply (or to cause Co-Operators to comply) with the Other Franchise Agreements in connection with the development and operation of the Other Restaurants (including with respect to paying amounts owed and complying with all applicable laws) and agrees that Franchisee's (or any Co-Operator's) failure to comply with any Other Franchise Agreement shall constitute a breach of, and a default under, the Franchise Agreement.

(b) upon any proposed transfer (as defined in the Franchise Agreement, if applicable) involving any direct or indirect ownership interest in Franchisee or all or substantially all of the assets of the Franchised Restaurant, in addition to the conditions for Franchisor's approval of that transfer under the Franchise Agreement, Franchisor may condition its consent to that transfer on the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Other Restaurants. Likewise, Franchisee (or, if applicable, its Co-Operators) may not transfer any direct or indirect ownership interest in Franchisee's affiliate or all or substantially all of the assets of the Other Restaurants without the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Franchised Restaurant, which transfer shall be subject to Franchisor's approval under the Franchise Agreement.

(c) Franchisor may terminate the Franchise Agreement, effective upon delivery of written notice to Franchisee, if any Other Franchise Agreement expires (without a renewal or successor franchise with the Other Franchisors) or terminates (regardless of the reason), or if Franchisee (or, if applicable, Co-Operators) abandons or otherwise ceases to operate any Other Restaurant for any reason.

(d) Franchisor acknowledges that certain post-termination obligations under the Franchise Agreement relating to Franchisor's right to acquire certain assets of the Franchised Restaurant and/or the lease for the Franchised Restaurant's premises may conflict with similar requirements under the Other Franchise Agreements, and in that case Franchisee agrees to comply (and, if applicable, to cause its Co-Operators to comply) with the requirements that Franchisor reasonably specifies.

9. **Miscellaneous.** This Addendum is an amendment to, and forms a part of, the Franchise Agreement. Except as amended by this Addendum, the Franchise Agreement will continue in full force and effect. The recitals to this Addendum are a part of this Addendum, which, together with the Franchise Agreement, constitutes the entire agreement between Franchisor and Franchisee, and there are no oral or other written understandings, representations or agreements between Franchisor and Franchisee, relating to the subject matter of this Addendum. No modification, change or alteration of this Addendum shall be effective unless in writing and executed by Franchisor and Franchisee. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such

words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If there is a conflict between any provision of the Franchise Agreement and a provision of this Addendum, the provision of this Addendum controls.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

FRANCHISOR:

By: _____

Title: _____

FRANCHISEE:

By: _____

Title: _____

EXHIBIT A
TO THE 2024 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

OTHER FRANCHISE AGREEMENTS

Other Franchisor <i>(Franchisor Entity)</i>	Franchisee or Co-Operator <i>(Franchisee Entity)</i>	Effective Date	Other Restaurant <i>(Franchised Brand Restaurant)</i>
			_____® restaurant
			_____® restaurant
			_____® restaurant

EXHIBIT ~~E~~D-1

TO THE BASKIN-ROBBINS FDD

~~CAPITAL CONTRIBUTION~~BASKIN-ROBBINS STORE DEVELOPMENT ~~INCENTIVE~~
~~ADDENDUM~~AGREEMENT

Exhibit A-1

PC #: _____

STORE DEVELOPMENT AREA SUMMARY

SDA # _____

PC: _____

BASKIN-ROBBINS RESTAURANT
STORE DEVELOPMENT AGREEMENT

This Store Development Agreement (“Agreement”), dated _____, 20____, is made by and between: ~~BASKIN-ROBBINS FRANCHISING LLC, (“we,” “our” and “us”)~~ a Delaware limited liability company with a principal ~~place of business~~offices at Three Glenlake Parkway Pkwy NE, Atlanta, Georgia 30328, and _____ [entity and/or individuals] _____, located at _____ (GA (“we,” “us” or “our”), and the following individual(s) and/or entity: _____ (individually or collectively referred to as “you”; or “your” ~~or “Developer”~~).

RECITALS

RECITAL

A. We and you (or your affiliate) are parties to a Franchise Agreement dated as of _____, 20____ (as amended, the “Existing Franchise Agreement”) under which you (or your affiliate) have the right and obligation to operate a Baskin-Robbins® restaurant under the Proprietary Marks and our System (a “Baskin-Robbins Restaurant”). All initial capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Existing Franchise Agreement.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Baskin-Robbins Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

~~We and you acknowledge receiving good and valuable consideration for this Agreement and~~ In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

AGREEMENT

1. ~~1.~~ Grant of Development Rights. We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the exclusive right and obligation, to sign Franchise Agreements (defined below) for, develop and open Baskin-Robbins restaurants Restaurants (each a “Restaurant” or and collectively, “Restaurants”) within the Store Development Area geographic area described in Exhibit A (the “Store Development Area”). The required number of Restaurants and the that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the “Required Opening Dates”), are set forth in the development schedule in Exhibit B (the “Development Schedule”) ~~are set forth in Exhibit B.~~ The term of this grant is the duration of this Agreement, which expires on the date stated in Exhibit B, unless terminated earlier by agreement or operation of law. The exclusivity is limited by the terms of section 6. Only Restaurants that you or your Controlled Affiliates develop and open in the Store Development Area will

count towards the Development Schedule, subject to Section 2. “Controlled Affiliate” means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the “Owners”)) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate’s remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Baskin-Robbins Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a “Guaranty”), the current version of which is attached to this Agreement.

~~2. **Initial Franchise Fees.**—You will pay an Initial Franchise Fee (“IFF”) for each Restaurant, in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer (“EFT”), and provide us with authorization and bank account data necessary to set up EFT. These amounts are non-refundable and must be paid in full, without reduction or offset. If you develop and open more Restaurants than are required under the Development Schedule during the original term of this Agreement, the IFF for each additional Restaurant will be fifty percent (50%) of the IFF per Restaurant stated in Exhibit B for each Restaurant and all other fees will be the same as stated in Exhibit B. You must pay your initial IFF Deposit set forth in Exhibit B with unencumbered cash and it cannot be borrowed.~~

2. ~~3.~~ **Rights in Store Development Area and Opening Requirements** SDOs.

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with the Existing Franchise Agreement and all other agreements with us and our affiliates relating to a Baskin-Robbins Restaurant (together with this Agreement, collectively, the “Related Agreements”), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Baskin-Robbins Restaurant the physical premises of which are located within the Store Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Baskin-Robbins Restaurants identified on Exhibit A, which are the restaurants in the Store Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the Store Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Baskin-Robbins Restaurant to be developed in any of those separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory. We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire, including rights to distribute Baskin-Robbins ® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Restaurant inside a supermarket)) and other rights that we now reserve in the Existing Franchise Agreement.

~~A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You will secure the real estate for each Restaurant, through purchase agreement or binding lease, by its “Required Control Date,” and open each Restaurant by its “Required Opening Date,” all as specified in the Development Schedule in Exhibit B. You must submit the purchase agreement or binding lease to us by the Required Control Date. TIME IS OF THE ESSENCE in performing these obligations. A Restaurant location must be approved by us in writing prior to the Required Control Date. Before you commit to lease or purchase a location, you should provide us with a copy of the lease or purchase agreement, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each Restaurant must be constructed and equipped to our then-current standards and specifications. Prior to opening each Restaurant, you must certify to us in writing that no more than ninety percent (90%) of the initial investment in the building, site and additional development, equipment, fixtures and signs for the Restaurant has been borrowed (“Permitted Financing”).~~

~~**B. Franchise Agreement and Ownership Requirements.** For each Restaurant, you will sign our then current version of Franchise Agreement. You must execute our Franchise Agreement and ancillary documents prior to the date you commence construction of the Restaurant. We entered into this Agreement based on your qualifications and your agreement that Developer and any entity organized by Developer to execute a Franchise Agreement shall provide that their purposes are limited to owning and operating Restaurants that we franchise to you, unless we otherwise agree in writing. If you propose to add or subtract owners or change the ownership percentages for a Franchise Agreement entered into under this Agreement, the proposal is subject to our prior written approval.~~

~~**4. Renewal of Rights.** This Agreement and the development rights granted in it expire on the date stated in Exhibit B. If you wish to renew exclusive development rights for the same Store Development Area, you must advise us in writing within six (6) months prior to the expiration of this Agreement. We will then reassess the potential of the Store Development Area for further development. If we and you agree that there is potential for additional Restaurants, we will offer you the first opportunity to enter into a new agreement for the Store Development Area, provided that you have timely, and without extension, amendment, or our election to waive any failure by you to meet the deadlines set forth in this agreement, met your Development Schedule under this Agreement, you are in compliance with all of your Baskin Robbins franchise agreements, you meet our then current Criteria to Expand, and we and you can agree on a new development schedule. The agreement you sign will be our then current, renewal store development agreement and the fees will be the then current fees for that Store Development Area. The renewal store development agreement will be on substantially the same form as our then current store development agreement but will contain no renewal rights. You will have 10 days from the time you receive the new agreement to sign and return it to us.~~

~~**5. [Intentionally Omitted]**~~

~~**6. Exceptions to Exclusivity.**~~

~~**B.** **A.** Special distribution opportunities for Baskin-Robbins Restaurants (“SDOs”) may arise within the Store Development Area that may or may not be available to you. Examples of SDOs include, ~~but are not limited to,~~ hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue ~~such special distribution opportunities~~ and to operate (and grant rights to others to pursue and to operate) Baskin-Robbins Restaurants at SDOs within your Store Development Area, ~~but during the term of this Agreement we will offer you the first opportunity to become our franchisee for those opportunities provided that you are in compliance with all material provisions of your agreements with our affiliates and us, you meet the Criteria to Expand, and the party that controls the opportunity permits us to do so. You will have fifteen (15) days to accept the offer in writing. Except as provided in 6.B, special distribution opportunities that you develop do not count toward the number of Restaurants you are required to develop under this Agreement, and the IFF is in addition to the IFF required under this Agreement.~~~~

~~In addition, if there are Restaurants operated by other franchisees in the Store Development Area, then we reserve the right to approve the relocation of each such Restaurant within its trade area. Further, this Agreement only grants rights as to the operation of Restaurants. You have no other rights to the use, enjoyment or benefit of the Baskin-Robbins name or trademarks. We retain the complete right to distribute Baskin-Robbins products and services of every kind and nature through any other channels of distribution. This includes, without limitation, the distribution and use or sale of Baskin-Robbins trademarked products in a hotel room, an office or a supermarket (as distinguished from a Restaurant inside a supermarket).~~

~~**(1) B.** Although gas/convenience locations are expressly ~~excluded from this Store Development Agreement (“SDA”)~~ covered as SDOs in this Section 2.B, if you propose and we approve you (or your Controlled Affiliate) for a Restaurant ~~in~~ at a gas/convenience location within the Store Development Area, we will consider the development of ~~such~~ that location to satisfy one of the Restaurants you are required to develop pursuant to the ~~SDA’s~~ Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets ~~certain~~ our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and~~

that opens by the applicable Required Opening Date in the SDA Development Schedule; and (b) ~~Initial Franchise Fees~~ IFFs applicable under the ~~SDA's~~ Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.

~~7. Confidential Information. Except as necessary to perform your obligations under this Agreement, you will not provide Confidential Information concerning the development of Restaurants or the Baskin-Robbins System to anyone. "Confidential Information" means information that is not generally available to the public.~~

(2) For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), if you propose and we approve you (or your Controlled Affiliate) for a Restaurant in an SDO location within the Store Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; (b) we retain final approval as to how many, if any, SDOs may be developed in lieu of the Restaurants you were originally required to develop under the Development Schedule; (c) none of the SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the initial franchise fee for the SDO, unless there are no further payments due from you under this Agreement, in which case we will apply that difference as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. Initial Franchise Fees. Subject to Section 2 above, you must pay us an Initial Franchise Fee ("IFF") for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer ("EFT"), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

4. Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.

A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the Store Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Baskin-Robbins Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant's design and appearance. You must make the changes to the proposed design and appearance that we require and develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

B. You must submit to us the proposed purchase agreement or lease for the Restaurant's premises, along with the acquisition, development and construction costs, and such other information as

we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant's premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.

C. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the "Franchise Agreement") for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in the Existing Franchise Agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.

5. **No License to Proprietary Marks or Confidential Information.** This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks or Confidential Information in any manner. Your (or your Controlled Affiliate's) right to use the Proprietary Marks and Confidential Information arises only under franchise agreements with us.

6. **Term, Extension and Renewal.**

A. **Term.** The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. **Renewal.** When the Term expires, you will have an option to renew the right and obligation to develop Baskin-Robbins Restaurants for one (1) additional term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;

(2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;

(3) we have reassessed the potential of the Store Development Area and determined that the Store Development Area has potential for additional Baskin-Robbins Restaurant development; and

(4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this

Agreement shall survive termination of this Agreement and shall not be subject to the general release); and our then-current form of Store Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that Store Development Agreement.

7. Termination and Suspension of Development Rights.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

(1) you fail to meet any of the obligations set forth in the Development Schedule;

(2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the appointment of a receiver or other custodian for your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's real or personal property is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant within any Designated Marketing Area(s) where the Store Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

~~**B. 8. Suspension of Development Rights; Default and Termination.**—We may terminate this Agreement if: (a) you default on a monetary obligation to us and do not cure the default within seven (7) days from the date you receive our written Notice to Cure; or (b) you default on any other provision of this Agreement and do not cure the default within thirty (30) days from the date you receive our written Notice to Cure. If state law requires~~

~~a longer cure period, then that longer period shall apply. We may terminate this Agreement, without any opportunity to cure, if you violate the confidentiality provision, if you are convicted of or plead guilty or no contest to a felony or crime of moral turpitude, if you commit a fraud upon any of our affiliate(s) or us, or if we terminate any of your Franchise Agreements in the DMA in which this Store Development Area is located. If we terminate~~ Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid Initial Franchise Fees|FFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default and meet under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole discretion|judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the Store Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Baskin-Robbins Restaurants the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. ~~9.-Transfers of Interest.~~

A. ~~A.-Transfer by Us:~~ We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or your business (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or your business' operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of your business, any of your assets, or any direct or indirect ownership interest in you; or (f)

transfer, surrender or loss of the possession, control or management of all or any material portion of your business (or its operation) or you.

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

~~B. Transfer by You: We entered into this Agreement based on your qualifications. You may transfer a direct or indirect interest in this Agreement, but the Store Development Area and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires our prior written consent, which will not be unreasonably withheld. In the event a person holding a direct or indirect interest dies, that person’s legal representative must, within nine (9) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in this Agreement.~~

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling Ownership Interest in you (if you are a business entity) (a “Control Transfer”), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Baskin-Robbins Restaurants in accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;

~~C. Transfer Fee: At the time of transfer, you must execute a general release of us in our standard form, and pay us a Transfer Fee of \$10,000. In lieu of the Transfer Fee, we will only charge our then current Fixed Documentation Fee if the original signatories to this Agreement retain more than fifty percent (50%) of the interest in this Agreement after the transfer, or if all of the interests transfer to the spouse(s) or children of the original signatories or to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated. and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and~~

(5) the transferee (if the transfer is of this Agreement) agrees to be bound by all terms and conditions of this Agreement for the remainder of the term.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. **Miscellaneous.** Sections 9.E (System Confidential Information), 10 (Restrictive Covenants), 15 (Dispute Resolution) and 16 (Miscellaneous) of the Existing Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our and your relationship and the construction of this Agreement as if fully restated within the text of this Agreement. You agree to comply, and ensure your Owners comply, with the provisions of Sections 9.E (System Confidential Information), 10 (Restrictive Covenants), 15 (Dispute Resolution) and 16 (Miscellaneous) of the Existing Franchise Agreement applicable to the franchisee. This Agreement, together with the Existing Franchise Agreement, supersede all prior agreements and understandings, whether oral and written, between the parties relating to its subject matter, and there are no oral or other written understandings, representations, or agreements between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. This Agreement may be signed by written or electronic signature and in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

~~D. **Right of First Refusal:** We have a right of first refusal for any proposed transfer. You must provide us with a copy of any agreement (and any amendment to the agreement) for the transfer, and we will have sixty (60) days after~~

receipt to notify you that we are exercising our option to purchase the interest under the same terms and conditions. If we do so, you still are obligated to pay a Transfer Fee.

10. ~~Dispute Resolution~~

~~A. Waiver of Rights: The parties waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits; or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by you can be consolidated with the claims of any other holders of development rights. If such claims and demands cannot be waived by law, then the parties agree that any recovery shall not exceed two (2) times actual damages. Your actual damages are limited to your out-of-pocket expenses only and do not include any other form(s) of damages.~~

~~B. Arbitration: Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (or another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff's election to arbitrate or to submit the dispute to the court system is binding on the parties, except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the majority of the Store Development Area is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues. Any arbitration or court action must be commenced within two (2) years after discovery of facts giving rise to the claim.~~

~~C. Scope of Arbitration: Disputes concerning the validity or scope of this Section 10, including whether a dispute is subject to arbitration, is beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 et seq., as amended from time to time. The provisions of this Section 10 shall **continue in full force and effect** subsequent to any expiration or termination of this Agreement.~~

~~D. Appeals: Either party may appeal the final award of the arbitrator(s) to the U.S. District Court in which the arbitration was held. The Court's review of the arbitrator's findings of fact shall be under the clearly erroneous standard, and the Court's review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.~~

~~E. Attorneys' Fees: If either party hereto brings or commences legal proceedings to enforce any of **the terms of this Agreement** or to assert any rights hereunder, the successful party in such action shall be entitled to receive and shall receive from the other party hereto, a reasonable sum as attorney's fees and costs, such sum to be fixed by the court or arbitrator(s) in such action, as applicable.~~

11. ~~Miscellaneous~~

~~A. You are an independent contractor of ours. Neither party to this Agreement has the power to bind the other. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim. The waiver by either party of a breach of any provision of this Agreement applies only to that one breach and only to that one provision. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future applicable law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement. Our rights and remedies are cumulative. The limited right to use the “Baskin Robbins” name and trademarks is granted in the Franchise Agreement you will sign for each Restaurant. It is not granted in this Agreement. Neither you nor your successor may create or assert any security interest or lien in this Agreement.~~

~~B. This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. Nothing in this Section, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter parts, by facsimile or otherwise. This Agreement may only be modified by the parties in writing.~~

~~C. All notices shall be sent by nationally recognized overnight courier or certified mail to us c/o Dunkin' Brands, Inc., as Manager to the addresses above, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to "Attention: Legal Department."~~

~~D. Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that any locations we approve will achieve a certain level of sales or be profitable. If we provide maps, demographics or other information to you in connection with the Store Development Area, we do so without any representation or warranty that the information is complete, accurate or current. We do not represent that you will be able to find or secure locations within the Store Development Area or that you will be able to develop all of the required Restaurants. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Baskin Robbins System and the Store Development Area.~~

~~E. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:~~

~~No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~(The remainder of this page is intentionally left blank.)~~
~~[\[signature page to follow\]](#)~~

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, ~~sealed~~ and delivered this Agreement ~~in duplicate~~ as of the day and year first written above.

BASKIN-ROBBINS FRANCHISING LLC

ATTEST/WITNESS:

(Developer)

{insert corp., LLC or partnership}

BASKIN-ROBBINS FRANCHISING LLC

By: _____

PERSONAL GUARANTEE

The undersigned represent and warrant that they hold a direct or an indirect interest in FRANCHISEE ENTITY NAME organized under the laws of the State/Province of _____.

Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Developer's money obligations to us (and our parents or affiliates) and the performance of all of Developer's other obligations under this Store Development Agreement. The undersigned, jointly and severally, agree that we may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Developer's money obligations under the Store Development Agreement; (b) modify, with the consent of Developer, any of its obligations under the Store Development Agreement; and/or (c) settle, waive or compromise any claim that we have against Developer or any of the undersigned, all without in any way affecting the personal guarantee of the undersigned. This Guarantee is intended to take effect as a sealed instrument.

Witness, individually

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

Print Name WITNESS/ATTEST:

By: _____

Print Name: _____

Witness, individually

Print Name: _____

Witness
individually

Print Name: _____

Witness

individually

5

Print Name: _____

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this _____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Store Development Agreement (together with all amendments or modifications, the "Agreement") on this date by **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins"), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Baskin-Robbins entering into the Agreement with Developer; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins' pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the

express purpose that none of the undersigned shall be deemed a “creditor” of Developer under any applicable bankruptcy law with respect to Developer’s obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned’s obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants’, attorneys’, attorneys’ assistants’, and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue

in those courts. EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

EXHIBIT A

~~DEFINITION OF~~ STORE DEVELOPMENT AREA

1. Store Development Area:

_____.

2. List of Baskin-Robbins restaurants in the Store Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

<u>PC #</u>	<u>Address</u>

EXHIBIT B

DEVELOPMENT SCHEDULE AND KEY TERMS

I. Development Schedule:

Restaura nt	<u>Type of Restaurant</u>	<u>Require d Openin g Date</u>	<u>Years of Franchise Term</u>	<u>Required Control Date</u>	<u>Cumulative # of Restaurants by Required Opening Date</u>
1	=====		=====	=====	=====
2	=====		=====	=====	=====
3	=====		=====	=====	=====
4	=====		=====	=====	=====
5	=====		=====	=====	=====
6	=====		=====	=====	=====
7	=====		=====	=====	=====
8	=====		=====	=====	=====

II. Initial Franchise Fees:

of Restaurants ____ X IFF Per Restaurant _____ Total IFF ~~Due~~
 \$ _____

Less Discount, if applicable \$ _____

Total IFF Amount Due: \$ _____

~~IFF Deposit due and payable upon execution of this SDA~~ \$ _____
 The ~~remaining~~ Total IFF ~~for~~ Amount Due shall be payable, and applied to each Restaurant ~~will be~~
~~due and payable on~~ _____, as follows:

<u>Restaurant</u>	<u>First 25% of IFF Due</u>	<u>Remaining IFF Due*</u>
<u>1</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>2</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>3</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>4</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>5</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>6</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>7</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.
<u>8</u>	<u>Agreement Date</u>	_____ or the actual opening date, whichever is sooner.

* For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement:

provided that the ~~IV. Continuing Fees: The~~ following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____*
- iii. Marketing Start-Up Fee: _____

***plus any greater percentage agreed upon by a two-thirds majority of the Restaurants in the same Designated Market Area.**

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Addenda: _____

V. Addenda { _____ **Term Expiration**
Date: _____

VI. Term: ~~The term of this Agreement shall expire on~~ _____.

EXHIBIT ~~ED~~-2

TO THE BASKIN-ROBBINS FDD

~~RELOCATION CAPITAL CONTRIBUTION~~ COMBO STORE DEVELOPMENT
~~INCENTIVE ADDENDUM~~ AGREEMENT

DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE DEVELOPMENT AGREEMENT

This Store Development Agreement ("Agreement"), dated _____, 20____, 20____, is made by and between: ~~DUNKIN' DONUTS FRANCHISING LLC and, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Dunkin'). BASKIN-ROBBINS FRANCHISING LLC, ("we," "our" and "us") both a Delaware limited liability company with a principal place of business offices at Three Glenlake Parkway Pkwy NE, Atlanta, Georgia 30328, and _____ [entity and/or individuals] _____, located at _____ ("you," "your" or "Developer"). GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) and/or entity: _____ (individually or collectively referred to as "you" or "your").~~

RECITALS

RECITAL

A. We and you (or your affiliate) are parties to a Franchise Agreement dated as of _____, 20____ (as amended, the "Existing Franchise Agreement") under which you (or your affiliate) have the right and obligation to operate a Dunkin'® and Baskin-Robbins® Combo restaurant under the Proprietary Marks and our Systems (a "Combo Restaurant"). All initial capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Existing Franchise Agreement.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Combo Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

~~We and you acknowledge receiving good and valuable consideration for this Agreement and~~ In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

AGREEMENT

1. ~~1.~~ Grant of Development Rights. We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the exclusive right and obligation, to sign Franchise Agreements (defined below) for, develop and open Dunkin' and Dunkin'/Baskin-Robbins Multi-Brand restaurants Combo Restaurants (each a "Restaurant" or and collectively, "Restaurants") within the Store Development Area geographic area described in Exhibit A (the "Store Development Area"). The required number of Restaurants and the that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the "Required Opening Dates"), are set forth in the development schedule in Exhibit B (the "Development Schedule") are set forth in Exhibit B. The term of this grant is the duration of this Agreement, which expires on the dates stated in Exhibit B, for each brand respectively, unless terminated earlier by agreement or operation of law. The exclusivity is limited by the terms of section 6. Only Restaurants that you or your Controlled Affiliates develop and open in the Store Development Area will count towards the Development Schedule, subject to Section 2. "Controlled Affiliate" means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the "Owners")) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate's remaining direct and indirect owners satisfy our then-current

requirements for non-controlling owners of Combo Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

~~2. **Initial Franchise Fees.** You will pay an Initial Franchise Fee ("IFF") for each Restaurant, in the amounts and at the times stated in **Exhibit B**. At our option, you will make all payments to us by electronic fund transfer ("EFT"), and provide us with authorization and bank account data necessary to set up EFT. These amounts are non-refundable and must be paid in full, without reduction or offset. You must pay your initial IFF Deposit set forth in **Exhibit B** with unencumbered cash and it cannot be borrowed.~~

~~2. **3. Rights in Store Development Area and Opening Requirements SDOs.**~~

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with the Existing Franchise Agreement and all other agreements with us and our affiliates relating to a Combo Restaurant (together with this Agreement, collectively, the "Related Agreements"), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Combo Restaurant the physical premises of which are located within the Store Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Combo Restaurants identified on Exhibit A, which are the restaurants in the Store Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the Store Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Combo Restaurant to be developed in any of those separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory. We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire, including rights to distribute Dunkin'® and Baskin-Robbins® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Restaurant inside a supermarket)) and other rights that we now reserve in the Existing Franchise Agreement.

~~A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You will secure the real estate for each Restaurant, through purchase agreement or binding lease, by its "Required Control Date," and open each Restaurant by its "Required Opening Date," all as specified in the Development Schedule in **Exhibit B**. You must submit the purchase agreement or binding lease to us by the Required Control Date. TIME IS OF THE ESSENCE in performing these obligations. A Restaurant location must be approved by us in writing prior to the Required Control Date. Before you commit to lease or purchase a location, you should provide us with a copy of the lease or purchase agreement, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each Restaurant must be constructed and equipped to our then current standards and specifications. Prior to opening each Restaurant, you must certify to us in writing that no more than ninety percent (90%) of the initial investment in the building, site and additional development, equipment, fixtures and signs for the Restaurant has been borrowed ("Permitted Financing").~~

~~**B. Franchise Agreement and Ownership Requirements.** For each Restaurant, you will sign our then current version of Franchise Agreement. You must execute our Franchise Agreement and ancillary documents prior to the date you commence construction of the Restaurant. We entered into this Agreement based on your qualifications and your agreement that Developer and any entity organized by Developer to execute a Franchise Agreement shall provide that their purposes are limited to owning and operating Restaurants that we franchise to you, unless we otherwise agree in writing. If you propose to add or subtract owners or change the ownership percentages for a Franchise Agreement entered into under this Agreement, the proposal is subject to our prior written approval.~~

4. ~~Renewal and Extension Options~~

~~**A. Renewal of Rights.** This Agreement and the development rights granted in it expire on the date stated in Exhibit B. If you wish to renew exclusive development rights for the same Store Development Area, you must advise us in writing within twelve (12) months prior to the expiration of this Agreement. We will then reassess ~~the potential of the Store Development Area~~ for further development. If we and you agree that there is potential for additional Restaurants, we will offer you the first opportunity to enter into a new agreement for the Store Development Area, provided that ~~you have timely, and without extension, amendment,~~ or our election to waive any failure by you to meet the deadlines set forth in this Agreement, met your Development Schedule under this Agreement, you are in compliance with all of your Dunkin', Baskin-Robbins and/or Dunkin'/Baskin-Robbins Multi-Brand franchise agreements, you meet ~~our then current Criteria to Expand,~~ and we and you can agree on a new development schedule. The agreement you sign will be our then-current, renewal store development agreement and the fees will be the then-current fees for that Store Development Area. You will have 10 days from the time you receive the new agreement to sign and return it to us. The renewal store development agreement will be on substantially the same form as our then-current store development agreement but will contain no renewal rights. Notwithstanding anything to the contrary contained in this Agreement, this Section 4, Renewal of Rights, is limited to the renewal of rights for the development of Dunkin' Restaurants, and will not pertain to the renewal rights for the development of Baskin-Robbins or Dunkin'/Baskin-Robbins combination Restaurants.~~

~~**B. Mid-Term Extension Option.** Provided you are not at that time in default under any terms of your SDA or any of your Franchise Agreements, then as of the date that you develop and open that certain Restaurant, which brings the percentage of Restaurants that you have developed and opened under the SDA to at least fifty percent (50%) of the total number of Restaurants that you are required to develop and open and continuing through the date that is one year prior to the SDA expiration date, you may request to us in writing that the parties negotiate an extension of the terms of the SDA, a modification to the Store Development Area, and an ~~increase in the number of Restaurants that you will be required to develop and open~~ within the Store Development Area. Notwithstanding anything to the contrary contained herein, although the parties agree to negotiate such an extension/expansion in good faith, both parties to the SDA expressly acknowledge and agree that (i) ~~they may be unable to successfully negotiate the terms of such an extension/expansion in which case the SDA shall remain in full force and effect as if no request to extend/expand had been made~~ and (ii) that any reduced Continuing Franchise Fees ("CFF") that may be set forth in the SDA shall not apply to any such extension/expansion (i.e., our standard CFF rates will apply).~~

~~**5. Source of Bakery Products.** For each Dunkin' and/or Dunkin'/Baskin-Robbins Multi-Brand Restaurant that you open under this Agreement, you must secure a source for your bakery products that we have approved in writing.~~

6. ~~Exceptions to Exclusivity.~~

~~**B.** **A.**—Special distribution opportunities for Dunkin'® restaurants ("SDOs") may arise within the Store Development Area that may or may not be available to you. Examples of SDOs include, ~~but are not limited to,~~ hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and "big box" super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue ~~such special distribution opportunities~~ and to operate (and grant rights to others to pursue and to operate) Dunkin'® restaurants at SDOs within your Store Development Area, but during the term of this Agreement we will offer you the first opportunity to become ~~our~~ a Dunkin'® franchisee for those ~~opportunities~~ SDOs ("SDO Notice") provided that ~~you,~~ at the time we are prepared to deliver the SDO Notice: (x) you and your affiliates are in compliance with all ~~material provisions of your agreements with our affiliates and us,~~ Related Agreements, (y) you meet ~~the~~ our then current Criteria to Expand, and (z) the party that controls the opportunity SDO permits us to do so. You will have ~~fifteen~~ thirty (15/30) days to accept the offer in writing after we deliver the SDO Notice (or such longer period identified in the SDO Notice) to secure rights to the location. Except as provided ~~in 6.B,~~ special distribution opportunities that you develop do not count toward the number of Restaurants you are required to develop under this Agreement, and the IFF below, the initial franchise fee that you (or your Controlled Affiliate) pay for any~~

SDO will be our then-current initial franchise fee for similar SDOs and will be payable to us is in addition to the IFF (defined below) required under this Agreement.

~~In addition, if there are Restaurants operated by other franchisees in the Store Development Area, then we reserve the right to approve the relocation of each such Restaurant within its trade area. Further, this Agreement only grants rights as to the operation of Restaurants. You have no other rights to the use, enjoyment or benefit of the Dunkin' and/or Baskin Robbins name(s) or trademarks. We retain the complete right to distribute Dunkin' and Baskin Robbins products and services of every kind and nature through any other channels of distribution. This includes, without limitation, the distribution and use or sale of Dunkin' and Baskin Robbins trademarked products in a hotel room, an office or a supermarket (as distinguished from a Restaurant inside a supermarket).~~

~~(1) B.—Although gas/convenience locations are expressly excluded from this Store Development Agreement (“SDA”) covered as SDOs in this Section 2.B, if you propose and we approve a you (or your Controlled Affiliate) for a Combo Restaurant in at a gas/convenience location within the Store Development Area, we will consider the development of such that location to satisfy one of the Restaurants you are required to develop pursuant to the SDA's Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets certain our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by the applicable Required Opening Date in the SDA Development Schedule; and (b) Initial Franchise Fees IFFs applicable under the SDA's Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.~~

~~(2) C.—FOR DUNKIN' ONLY: For all special distribution opportunities For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), although the same are expressly excluded from this SDA, if you propose and we approve a you (or your Controlled Affiliate) for a Combo Restaurant in a special distribution opportunity an SDO location within the Store Development Area, we will consider the development of such that location to satisfy one of the Restaurants you are required to develop pursuant to this SDA's the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets certain our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by the applicable Required Opening Date in the SDA Development Schedule; (b) we retain final approval as to how many, if any, such special distribution opportunities may be built SDOs may be developed in lieu of the Restaurants you were originally required to develop pursuant to this SDA under the Development Schedule; (c) none of the special distribution opportunities approved by us pursuant to this 6.C. will count towards any “excess development” incentive to the extent any such incentive is contained within this SDA; and (d) none of the special distribution opportunities approved by us pursuant to this 6.C. SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants used in the calculation set forth in 4.B. (Mid Term Extension Option). To the extent we approve such a special distribution opportunity as set forth above, (e) the Initial Franchise Fees for such special distribution opportunity opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for special distribution opportunities and SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the SDA IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the Initial Franchise Fees for the special distribution opportunity will be applied as a credit to the next payment due from you to us pursuant to this SDA initial franchise fee for the SDO, unless there are no further payments remaining to be paid by due from you pursuant to under this SDA Agreement, in which case the we will apply that difference will be refunded to you within thirty (30) days after the special distribution opportunity Restaurant opens to serve the public), and (f) unless we otherwise consent in writing, which consent may be granted or withheld in our sole and absolute discretion, neither the special distribution opportunity itself nor the immediately following Restaurant that you develop pursuant to this SDA shall be permitted to qualify for the “early opening terms” set forth in any applicable incentive related~~

~~to opening prior to the Required Opening Date~~ as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. **Initial Franchise Fees.** Subject to Section 2 above, you must pay us an Initial Franchise Fee (“IFF”) for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer (“EFT”), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

4. **Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.**

A. **Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the Store Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Combo Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant’s design and appearance. You must make the changes to the proposed design and appearance that we require and develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.**

B. **You must submit to us the proposed purchase agreement or lease for the Restaurant’s premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant’s premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.**

C. **After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the “Franchise Agreement”) for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in the Existing Franchise Agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.**

5. **No License to Proprietary Marks or Confidential Information.** This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks or Confidential Information in any

manner. Your (or your Controlled Affiliate's) right to use the Proprietary Marks and Confidential Information arises only under franchise agreements with us.

6. Term, Extension and Renewal.

~~D. We reserve the right to grant development rights for Baskin Robbins restaurants within the Store Development Area. For the avoidance of doubt, you have the exclusive right to develop Dunkin' / Baskin' Robbins Combo Restaurants within the Store Development Area during the Term (including by the addition of a Baskin Robbins restaurant to an existing Dunkin' restaurant).~~

~~7. Confidential Information. Except as necessary to perform your obligations under this Agreement, you will not provide Confidential Information concerning the development of Restaurants or the Dunkin' and/or Baskin Robbins System(s) to anyone. "Confidential Information" means information that is not generally available to the public.~~

A. Term. The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. Mid-Term Extension Option. Beginning on the date that you (or your Controlled Affiliates) open the first Restaurant that satisfies at least half of your development obligations under the Development Schedule and continuing for the period that ends one (1) year before the this Agreement expires (unless it is terminated sooner), and provided that you and your affiliates are fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand, you may submit to us a written request to extend the term of this Agreement and increase in the number of Restaurants that you (or your Controlled Affiliates) must develop under this Agreement (the "Extension Request"). You understand that in calculating the number of Restaurants that you have opened to determine whether you have satisfied at least half of your development obligations, we will not count any non-gas/convenience store SDO developed pursuant to Section 2.B(2) above. Upon receiving your valid Extension Request, we and you agree to negotiate in good faith to determine the number of additional Combo Restaurants to be developed (under our then-current initial franchise fee, continuing franchise fee and other franchise terms), their required opening dates, and any changes to the Store Development Area. However, although we and you agree to negotiate in good faith, both parties understand and agree that they may be unable to successfully determine the terms of this extension, in which case the terms of this Agreement will remain in full force and effect notwithstanding the Extension Request.

C. Renewal. When the Term expires, you will have an option to renew the right and obligation to develop Combo Restaurants for one (1) additional term (the "Renewal Term") if, and only if, each and every one of the following conditions has been satisfied:

(1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;

(2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;

(3) we have reassessed the potential of the Store Development Area and determined that the Store Development Area has potential for additional Combo Restaurant development; and

(4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general

release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party's indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and our then-current form of Store Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that Store Development Agreement.

7. Termination and Suspension of Development Rights.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

(1) you fail to meet any of the obligations set forth in the Development Schedule;

(2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the appointment of a receiver or other custodian for your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's real or personal property is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant within any Designated Marketing Area(s) where the Store Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

B. ~~8. Suspension of Development Rights; Default and Termination.~~ We may terminate this Agreement if: (a) you default on a monetary obligation to us and do not cure the default within seven (7) days from the date you receive our written Notice to Cure; or (b) you default on any other provision of this Agreement and do not cure the default within thirty (30) days from the date you receive our written Notice to Cure. If state law requires a longer cure period, then that longer period shall apply. We may terminate this Agreement, without any opportunity to cure, if you violate the confidentiality provision, if you are convicted of or plead ~~guilty or no contest to a felony or crime~~ of moral turpitude, if you commit a fraud upon any of our affiliate(s) or us, or if we terminate any of your Franchise Agreements in the DMA in which this Store Development Area is located. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid ~~Initial Franchise Fees~~ IFFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default ~~and meet~~ under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole ~~discretion~~ judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the Store Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Combo Restaurants the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. ~~9. Transfers of Interest.~~

A. ~~A. Transfer by Us:~~ We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns, ~~and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations.~~ Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer," whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or your business (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting

interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or your business' operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of your business, any of your assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of your business (or its operation) or you.

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

~~B. Transfer by You: We entered into this Agreement based on your qualifications. You may transfer a direct or indirect interest in this Agreement, but the Store Development Area and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires our prior written consent, which will not be unreasonably withheld. In the event a person holding a direct or indirect interest dies, that person's legal representative must, within nine (9) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in this Agreement.~~

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling Ownership Interest in you (if you are a business entity) (a "Control Transfer"), that complies with the following:

(1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, the Existing Franchise Agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Combo Restaurants in accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;

~~(4) C. Transfer Fee: At the time of transfer, you must execute a general release of us in our standard form, and pay us a Transfer Fee of \$10,000. In lieu of the Transfer Fee, we will only charge our then current Fixed Documentation Fee if the original signatories to this Agreement retain more than~~

~~fifty percent (50%) of the interest in this Agreement after the transfer, or if any of the interests transfer to the spouse(s) or children of the original signatories, or if all of the interests transfer to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated.~~ and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and

(5) the transferee (if the transfer is of this Agreement) agrees to be bound by all terms and conditions of this Agreement for the remainder of the term.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. Miscellaneous. Sections 9.E (System Confidential Information), 10 (Restrictive Covenants), 15 (Dispute Resolution) and 16 (Miscellaneous) of the Existing Franchise Agreement are incorporated by reference in this Agreement and will govern all aspects of our and your relationship and the construction of this Agreement as if fully restated within the text of this Agreement. You agree to comply, and ensure your Owners comply, with the provisions of Sections 9.E (System Confidential Information), 10 (Restrictive Covenants), 15 (Dispute Resolution) and 16 (Miscellaneous) of the Existing Franchise Agreement applicable to the franchisee. This Agreement, together with the Existing Franchise Agreement, supersede all prior agreements and understandings, whether oral and written, between the parties relating to its subject matter, and there are no oral or other written understandings.

representations, or agreements between the parties relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. This Agreement may be signed by written or electronic signature and in multiple counterparts, but all such counterparts together shall be considered one and the same instrument. The provisions of this Agreement may be amended or modified only by written agreement signed by the party to be bound.

~~D. **Right of First Refusal:** We have a right of first refusal for any proposed transfer. You must provide us with a copy of any agreement (and any amendment to the agreement) for the transfer, and we will have sixty (60) days after receipt to notify you that we are exercising our option to purchase the interest under the same terms and conditions. If we do so, you still are obligated to pay a Transfer Fee.~~

~~10. **Dispute Resolution**~~

~~A. **Waiver of Rights:** The parties waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits; or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by you can be consolidated with the claims of any other holders of development rights. If such claims and demands cannot be waived by law, then the parties agree that any recovery shall not exceed two (2) times actual damages. Your actual damages are limited to your out-of-pocket expenses only and do not include any other form(s) of damages.~~

~~B. **Arbitration:** Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (or another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff’s election to arbitrate or to submit the dispute to the court system is binding on the parties, except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA’s Commercial Arbitration Rules. The place of arbitration shall be in the state the majority of the **Store Development Area is located**. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts’s law shall govern all other issues. Any arbitration or court action must be commenced within two (2) years after discovery of facts giving rise to the claim.~~

~~C. **Scope of Arbitration:** Disputes concerning the validity or scope of this Section 10, including whether a dispute is subject to arbitration, is beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 **et seq.**, as amended from time to time. The provisions of this Section 10 shall **continue in full force and effect** subsequent to any expiration or termination of this Agreement.~~

~~D. **Appeals:** Either party may appeal the final award of the arbitrator(s) to the U.S. District Court in which the arbitration was held. The Court’s review of the arbitrator’s findings of fact shall be under the clearly erroneous standard, and the Court’s review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator’s final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.~~

~~E. **Attorneys’ Fees:** If either party hereto brings or commences legal proceedings to enforce any of the **terms of this Agreement** or to assert any rights hereunder, the successful party in such action shall be entitled to receive and shall receive from the other party hereto, a reasonable sum as attorney’s fees and costs, such sum to be fixed by the court or arbitrator(s) in such action, as applicable.~~

~~11. **Miscellaneous.**~~

~~A. You are an independent contractor of ours. Neither party to this Agreement has the power to bind the other. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim. The waiver by either party of a breach of any provision of this Agreement applies only to that one breach and only to that one provision. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future applicable law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement. Our rights and remedies are cumulative. The limited right to use the “Dunkin’” and/or “Baskin-Robbins” name(s) and trademarks is granted in the Franchise Agreement you will sign for each Restaurant. It is not granted in this Agreement. Neither you nor your successor may create or assert any security interest or lien in this Agreement.~~

~~B. This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. Nothing in this Section, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter parts, by facsimile or otherwise. This Agreement may only be modified by the parties in writing.~~

~~C. All notices shall be sent by nationally recognized overnight courier or certified mail to us c/o Dunkin’ Brands, Inc., as Manager to the addresses above, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to “Attention: Legal Department.”~~

~~D. Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that any locations we approve will achieve a certain level of sales or be profitable. If we provide maps, demographics or other information to you in connection with the Store Development Area, we do so without any representation or warranty that the information is complete, accurate or current. We do not represent that you will be able to find or secure locations within the Store Development Area or that you will be able to develop all of the required Restaurants. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Dunkin’ and/or Baskin-Robbins System(s) and the Store Development Area.~~

~~E. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:~~

~~No statement, questionnaire or acknowledgment signed or agreed by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.~~

~~[\[signature page to follow\]](#)~~

~~**(The remainder of this page is intentionally left blank.)**~~

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed, ~~sealed~~ and delivered this Agreement ~~in duplicate~~ as of the day and year first written above.

DUNKIN' DONUTS FRANCHISING LLC

ATTEST/WITNESS:

(Developer)

{insert corp., LLC or partnership}

~~DUNKIN' DONUTS FRANCHISING LLC and/or
BASKIN ROBBINS FRANCHISING LLC~~
_____ (as applicable)

By:

PERSONAL GUARANTEE

The undersigned represent and warrant that they hold a direct or an indirect interest in FRANCHISEE ENTITY NAME organized under the laws of the State/Province of _____;

Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Developer's money obligations to us (and our parents or affiliates) and the performance of all of Developer's other obligations under this Store Development Agreement. The undersigned, jointly and severally, agree that we may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Developer's money obligations under the Store Development Agreement; (b) modify, with the consent of Developer, any of its obligations under the Store Development Agreement; and/or (c) settle, waive or compromise any claim that we have against Developer or any of the undersigned, all without in any way affecting the personal guarantee of the undersigned. This Guarantee is intended to take effect as a sealed instrument.

Witness, individually

By: _____
Assistant Secretary

BASKIN-ROBBINS FRANCHISING LLC

By: _____
Assistant Secretary

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

Print Name WITNESS/ATTEST:
Entity

By: _____

Witness
individually

5

Print Name: _____

Print Name: _____

Witness
individually
Print Name: _____

5

Witness
individually
Print Name: _____

5

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this ____ day of _____, 20____, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Store Development Agreement (together with all amendments or modifications, the "Agreement") on this date by **DUNKIN' DONUTS FRANCHISING LLC** ("Dunkin'") and **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins" and together with Dunkin', the "Franchisor"), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Franchisor's entering into the Agreement with Developer; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Franchisor; (b) all rights to require Franchisor to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned,

must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts.
EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

EXHIBIT A

~~DEFINITION OF~~ STORE DEVELOPMENT AREA

PLEASE NOTE THAT THE TERRITORY GRANTED FOR DUNKIN' DEVELOPMENT MAY VARY FROM THE TERRITORY GRANTED FOR BASKIN-ROBBINS DEVELOPMENT

1. Store Development Area:

2. List of Combo restaurants in the Store Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

<u>PC #</u>	<u>Address</u>

EXHIBIT B

DEVELOPMENT SCHEDULE AND KEY TERMS

I. Development Schedule:

Restaura nt	<u>Type of Restaurant</u>	<u>Require d Openin g Date</u>	<u>Years of Franchise Term</u>	<u>Required Control Date</u>	<u>Cumulative # of Restaurants by Required Opening Date</u>
1	=====		=====	=====	=====
2	=====		=====	=====	=====
3	=====		=====	=====	=====
4	=====		=====	=====	=====
5	=====		=====	=====	=====
6	=====		=====	=====	=====
7	=====		=====	=====	=====
8	=====		=====	=====	=====

II. Initial Franchise Fees:

of ~~Dunkin' /Baskin Robbins~~ Combo Restaurants ____ X IFF Per Store _____ =
 \$ _____

Combo Restaurant # of Dunkin' Restaurants _____ X IFF Per
 Store _____ = \$ _____

of Baskin Robbins Restaurants _____ X IFF Per Store _____ =
 \$ _____

Total IFF Due \$ _____

Less Discount, if applicable \$ _____

~~IFF Deposit due and payable upon execution of this SDA~~ \$ _____

Total IFF Amount Due: \$ _____

The ~~remaining~~ Total IFF ~~for~~ Amount Due shall be payable, and applied to each Restaurant ~~will be~~ due and payable on _____, as follows:

<u>Restaurant</u>	<u>First 25% of IFF Due</u>	<u>Remaining IFF Due*</u>
<u>1</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>2</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>3</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>4</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>5</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>6</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>7</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>
<u>8</u>	<u>Agreement Date</u>	<u>_____</u> <u>or the actual opening date, whichever is sooner.</u>

* For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement:

provided that the ~~IV. Continuing Fees: The~~ following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____*
- iii. Marketing Start-Up Fee: _____

~~*plus any greater percentage agreed upon by a two-thirds majority of the Restaurants in the same Designated Market Area.~~

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Addenda: _____

~~V. Addenda:~~

_____ Term Expiration
Date: _____

~~VI. Term:~~ The Dunkin' term of this Agreement shall expire on _____.

~~The Baskin-Robbins term of this Agreement shall expire on _____.~~

EXHIBIT **ED-3**

TO THE BASKIN-ROBBINS FDD

~~TRANSFER SALES INCREASE~~ INCENTIVE ADDENDUM TO THE STORE
DEVELOPMENT AGREEMENT

**2024 INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS STORE DEVELOPMENT AGREEMENT**

This Incentives Amendment to the Store Development Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties are signing a **new** Store Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are signing that certain Store Development Agreement dated as of the date hereof (the “Development Agreement”) granting you the right to develop multiple Baskin-Robbins Restaurants in the Store Development Area (the “New Commitments” or “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. [Note: Only include this recital if the parties are **amending an existing** Store Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are amending that certain Store Development Agreement dated _____ (as amended, the “Development Agreement”) granting you the right to develop new, additional Baskin-Robbins Restaurants in the Store Development Area (each a “New Commitment” and collectively, the “New Commitments”). You understand that the terms of this Amendment will apply to all New Commitments and any Baskin-Robbins Restaurant(s) you agreed to develop before entering into this Amendment but have not opened as of the date you sign this Amendment (collectively, the “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

C. Before developing and operating each Incentive Commitment that you agree to open under the Development Agreement, you must sign the then-current form of Franchise Agreement (each a “Franchise Agreement” and, collectively, the “Franchise Agreements”).

D. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under each Franchise Agreement you signed in connection with the Development Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Application of Amendment.** We and you are signing this Amendment because we and you are signing or amending the Development Agreement on or before March 31, 2025 and the New Commitments you agreed to develop under the Development Agreement may be eligible for one or more incentive programs described in this Amendment. Therefore, notwithstanding any terms in the Development Agreement to the contrary, if you meet the applicable incentive program conditions, then we agree that the Franchise Agreement(s) that we and you sign for certain Restaurant(s) developed under the Development Agreement will reflect the terms of the applicable incentive programs described in this Amendment.

2. **New Restaurant Opening Incentive.** [Note: Only include if the franchisee qualifies for the New Restaurant Opening Incentive] Because we and you are signing this Amendment before March 31, 2025 to develop one to three New Commitments within the NRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “New Restaurant Opening” or “NRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement. The “NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the NRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the NRO incentive program, then under the applicable Franchise Agreement:

a. The Continuing Franchise Fee will be amended as set forth below:

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

b. The Continuing Advertising Fee will be amended as set forth below:

Duration of Effective CAF	Discount On CAF
Opening through Year 2	50% Off Standard Rate
Year 3 through remainder of the term	Standard Rate Applies

c. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

3. **Deeper New Restaurant Opening Incentive.** [Note: Only include if the franchisee qualifies for the Deeper New Restaurant Opening Incentive] Because we and you are signing this Amendment before March 31, 2025 to develop four or more New Commitments within the Deeper NRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “Deeper New Restaurant Opening” or “Deeper NRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement,

(b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the Deeper NRO incentive program described in this Section. The “Deeper NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the Deeper NRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper NRO incentive program, then under the applicable Franchise Agreement:

- a. The initial franchise fee due under the Franchise Agreement will be \$12,500.
- b. The Continuing Franchise Fee will be amended as set forth below:

Duration of Effective CFF	Effective CFF
Opening through Year 2	1.9%
Year 3 to Year 4	2.9%
Year 5 through remainder of the term	5.9%

- c. The Continuing Advertising Fee will be amended as set forth below:

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

- d. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

4. **Alternative Deeper New Restaurant Opening Incentive.** *[Note: Only include if the franchisee qualifies for the Alternative Deeper New Restaurant Opening Incentive]* Because we and you are signing this Amendment before March 31, 2025 to develop four or more New Commitments within the ADNRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the

Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the ADNRO incentive program described in this Section. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ADNRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper ADNRO incentive program, then under the applicable Franchise Agreement:

- a. The initial franchise fee due under the Franchise Agreement will be \$12,500.
- b. If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

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

- c. If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

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

- d. If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

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

- e. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.

5. New Restaurant Capital Contribution Incentive. [Note: Only include if the franchisee qualifies for the New Restaurant Capital Contribution Incentive] Because we and you are signing this Amendment before March 31, 2025 to develop two or more New Commitments within the NRCC Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “New Restaurant Capital Contribution” or “NRCC” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the

applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the NRCC incentive program described in this Section. The “NRCC Territory” means Alaska, Arkansas, Georgia, Hawaii, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Oregon, Tennessee, and Washington. If you fail to satisfy any of the conditions listed in (a) through (d) above, the NRCC incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper NRCC incentive program, then under the applicable Franchise Agreement:

- a. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.
- b. We will provide you with the following equipment credit:
 - i. \$31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru.
 - ii. \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

6. **Early Opening Incentive.** If you meet the requirements of the New Restaurant Opening, Deeper NRO, or ADNRO incentive program set forth above, then for each Franchise Agreement that is executed for a Incentive Commitment in compliance with the Development Agreement, and you open and begin operating the Restaurant in compliance with the Franchise Agreement before the Applicable Opening Deadline, then the Royalty Fee will be zero percent (0%) from the date you open the Restaurant until the Applicable Opening Deadline (not to exceed twelve (12) months), then the applicable royalty rate shall apply. If you open the Restaurant on or after the Applicable Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

7. **VetFran Program.** *[Note: Only include if the Developer or its owner(s) qualify for the VetFran Program.]* Because we and you are signing this Amendment before March 31, 2025 and you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs the Development Agreement to develop two or more Baskin-Robbins Restaurants, each Incentive Commitment you develop under the Development Schedule will receive the benefits of our “VetFran Program” incentive if you (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating Restaurant in compliance with the applicable Franchise Agreement on or before the Applicable Opening Deadline, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the applicable Franchise Agreement. Then, if you satisfy the conditions in (a) through (c) above, we will credit an amount equal to \$10,000 towards the Royalty Fees owed under each Franchise Agreement signed in connection with the Development Agreement, up to \$100,000 in total. If you fail to

satisfy any of the conditions listed in (a) through (d) above, the VetFran Program will not apply to the Restaurant(s).

8. **Miscellaneous.** The Background is incorporated into this Amendment by this reference. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment the date of the Effective Date.

YOU:

By: _____

Name: _____

Title: _____

US:

BASKIN-ROBBINS FRANCHISING LLC

By: _____

Name: _____

Title: _____

EXHIBIT ~~ED~~-4

TO THE BASKIN-ROBBINS FDD

~~MILITARY VETERANS OWNERSHIP INCENTIVE ADDENDUM~~
CONDITIONAL OPTION TO EXTEND

SDA # _____

CONDITIONAL OPTION(S) TO EXTEND
ADDENDUM TO COMBO STORE DEVELOPMENT AGREEMENT

The following provisions are hereby incorporated into the Combo Store Development Agreement (“SDA”). These provisions both supplement and modify the SDA in respect of the obligations imposed and benefits received by each party. In the event of any conflict between a provision in this Addendum and a provision in the SDA, the provision in this Addendum shall control.

1. **Option to Extend.** This Agreement and the development rights granted in it expire on the date stated in **Exhibit B**, subject to the following conditional option(s) to extend: We grant you a conditional option to extend your exclusive development rights for the same Store Development Area subject to and in accordance with the terms set forth in this Addendum (“Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional Restaurant in the Store Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise this option you must (a) have met your Development Schedule under this Agreement, (b) be in compliance with all of your franchise agreements with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise the Option to Extend, you must advise us in writing no later than sixty (60) days prior to the original expiration of this Agreement but no sooner than one hundred twenty (120) days prior to the original expiration of this Agreement. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Option to Extend, we will extend the Agreement through _____ [**insert date that is four months after the Required Opening Date set forth below in the Option to Extend Development Schedule**] (the “Amended Expiration Date”).

Terms for Option to Extend:

Option to Extend Development Schedule:

Development Schedule	Required Control Date	IFF Due Date	Required Opening Date
Additional Restaurant		Due on Required Control Date	

Term of franchise agreement: ___ years IFF Due: \$ _____*

Continuing Franchise Fee, Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in ***Exhibit B** and any addenda referenced therein and you will sign our then-current franchise agreement for the Additional Restaurant.

2. **Second Option to Extend.** Provided you successfully exercise and qualify for the above Option to Extend and that you timely develop and open the Additional Restaurant pursuant to the Option to Extend, we grant you a conditional option to extend your exclusive development rights for a second time for the same Store Development Area subject to and in accordance with the terms set forth below in this Addendum

(the “Second Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional Restaurant in the Store Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise the Second Option to Extend you must (a) have met your Development Schedule under this Agreement (including under the Option to Extend), (b) be in compliance with all of your franchise agreements with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise this option to extend, you must advise us in writing no later than sixty (60) days prior to the Amended Expiration Date but no sooner than one hundred twenty (120) days prior to the Amended Expiration Date. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Second Option to Extend, we will extend the Agreement through _____ [insert date that is four months after the Required Opening Date set forth below in the Second Option to Extend Development Schedule].

Terms for Second Option to Extend:

Second Option to Extend Development Schedule:

Development Schedule	Required Control Date	IFF Due Date	Required Opening Date
Additional Restaurant		Due on Required Control Date	

Term of franchise agreement: ___ years IFF Due: \$ _____ **

Continuing Franchise Fee, ~~~~Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in ****Exhibit B** and any addenda referenced therein, and you will sign our then-current franchise agreement for the Additional Restaurant.

3. The second to last sentence of Section 2 of the SDA entitled “Initial Franchise Fees” is hereby deleted and replaced in its entirety with the following:

If you develop more Restaurants than [**two/three**] Restaurants during the term of this Agreement, then the IFF for each additional Restaurant will be fifty percent (50%) of the IFF for each Restaurant.

4. Section 4 of the SDA entitled “**Renewal of Rights**” is hereby deleted and replaced in its entirety with the following:

Renewal of Rights. This Agreement and the development rights granted in it expire on the date stated in **Exhibit B** or as may be amended pursuant to the addendum to this Agreement entitled “Conditional Option(s) to Extend” (the “Option Addendum”). If you have successfully exercised the option(s) contained in the Option Addendum and you wish to renew exclusive development rights for the same Store Development Area, you must advise us in writing within six (6) months prior to the expiration of this Agreement, as amended. We will then reassess the potential of the Store Development Area for further development. If we and you agree that there is potential for additional Restaurants, we will offer you the first opportunity to enter into a new agreement for the Store Development Area, provided that you met your Development Schedule under this Agreement (including under the Option Addendum), you are in compliance with all of your franchise agreements with us or any of our affiliates,

you meet our then-current Criteria to Expand, and we and you can agree on a new development schedule. The agreement you sign will be our then-current renewal store development agreement, and the fees will be the then-current fees for that Store Development Area. The renewal store development agreement will be on substantially the same form as our then-current store development agreement except it will contain no renewal rights. You will have 10 days from the time you receive the new Agreement to sign and return it to us.

ATTEST/WITNESS:

(Developer)
[insert corp., LLC or partnership]

EXHIBIT E-5

TO THE BASKIN-ROBBINS FDD

~~**MULTI-UNIT RESTAURANT OWNERSHIP INCENTIVE ADDENDUM**~~

~~**EXHIBIT F**~~

~~**TO THE BASKIN-ROBBINS FDD**~~

~~**STATE SPECIFIC FDD**~~ **STATE-SPECIFIC** APPENDICES AND AGREEMENT RIDERS

SCHEDULES/ADDENDA/NOTICES
REQUIRED BY VARIOUS STATES
STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS

The following are additional disclosures for the Franchise Disclosure Document of Baskin-Robbins [Franchising LLC](#) as required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

1. No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

California Disclosure Addendum

STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following language is added to the end of Item 1:

To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the “Fast Food Act”), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

2. The following language is added to the end of Items 5, 6, and 11:

We currently do not provide any training or assistance related to, or charge any initial or ongoing fees related to, the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your restaurant, operating your franchise, and training and supervising your employees.

3. The last sentence of Note 9 to the Item 7 chart is hereby deleted and replaced with the following:

The additional funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), to the extent applicable, based on the Fast Food Act standards that are in effect as of the date of this disclosure document.

4. The following paragraph is added to the end of Item 17:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

5. The following language is added to the end of Item 21:

~~4-~~Item 21 of the Franchise Disclosure Document is modified to add the attached unaudited balance sheet of DB Master Finance LLC as of December 31, ~~2022~~2023, its most recent fiscal year end, ~~as follows:~~

~~{REMAINDER OF THE PAGE INTENTIONALLY BLANK}~~

BASKIN-ROBBINS FRANCHISING LLC
BALANCE SHEETS
(In thousands)
(unaudited)

	December 30, 2023	December 31, 2022
Assets		
Current assets:		
Restricted cash and cash equivalents	\$ 3,853	\$ 3,814
Accounts and notes receivable, net of allowances for credit losses of \$1.9 million and \$1.3 million as of December 30, 2023 and December 31, 2022	5,069	4,496
Total current assets	8,922	8,310
Intangible assets, net	166,678	173,936
Other assets	754	570
Total assets	\$ 176,354	\$ 182,816
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 443	\$ 449
Deferred revenue	600	457
Advertising due to affiliates	1,738	1,517
Total current liabilities	2,781	2,423
Deferred revenue	4,249	3,180
Total liabilities	7,030	5,603
Member's equity:		
Member's equity	169,324	177,213
Total member's equity	169,324	177,213
Total liabilities and member's equity	\$ 176,354	\$ 182,816

See accompanying notes to consolidated financial statements

STATE OF HAWAII
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THE FOLLOWING PARAGRAPH IS ADDED TO THE END OF ITEM 17 OF THE FRANCHISE DISCLOSURE DOCUMENT:

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

Maryland Disclosure Addendum

STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following language is added to the end of the “Summary” sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), entitled Choice of forum:

Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the ~~Federal Arbitration Act~~federal law.

4. The following language is added to the end of the “Summary” section of Item 17(w), entitled Choice of law:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligations, you may bring an action in Maryland.

5. The following ~~language is~~paragraphs are added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

No statement, questionnaire or acknowledgment signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF MINNESOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 13 of the Franchise Disclosure Document, under the heading “Trademarks,” shall be supplemented by the addition of the following paragraph:

“The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee’s use of a franchisor’s trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.

The following paragraphs are added to the end of Item 17 of the Franchise Disclosure Document:

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to injunctive relief, liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal, sale, and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

No statement, questionnaire, or acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

Item 17.

1. The “Summary” sections of Items 17(c) and (m) of the Franchise Disclosure Document are amended by adding the following:

Any release executed will not apply, to the extent prohibited by applicable law, with respect to claims arising under the North Dakota Franchise Investment Law.

2. The “Summary” section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Item 17(v) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Litigation generally must be in Atlanta, Georgia, except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

4. The “Summary” section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, to the extent required by law, North Dakota law applies.

5. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

No statement, questionnaire, or Acknowledgement signed or agreed to by you in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENTS AND STORE DEVELOPMENT AGREEMENTS

RIDER TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT
~~FRANCHISE AGREEMENT~~

FOR USE IN MARYLAND

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date,” ~~regardless of the dates of, but only upon, the parties’ full signatures~~) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

1. **BACKGROUND**. We and you are parties to that certain Baskin-Robbins Restaurant Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Franchise Agreement will be located or operated in Maryland.

2. **RELEASES**. Sections 2.4(b)(~~vi~~) and ~~13.1~~13.D(4) of the Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY**. The following sentence is added to the end of Section ~~14.0.2~~14.A(10) of the Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW**. The following language is added to the end of Sections ~~15.1 and 16.2~~15.A of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

~~5. **ACKNOWLEDGMENTS**. Section 16.7 of the Franchise Agreement is hereby deleted in its entirety.~~

~~5.~~ **6-NO RELEASE, ESTOPPEL OR WAIVER**. The following language is added to the end of the Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed and delivered this Maryland Rider to the Franchise Agreement effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

RIDER TO THE
DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE AGREEMENT
FOR USE IN MARYLAND

This Rider is made and entered into as of the ____ day of _____, ____ (the "Effective Date," ~~regardless of the dates of, but only upon, the parties' full signatures~~) by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND**. We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "Combo Franchise Agreement"). This Rider is annexed to and forms part of the Combo Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Combo Franchise Agreement will be located or operated in Maryland.

2. **RELEASES**. Sections 2.4(b)(vi) and ~~13.1~~13.D(4) of the Combo Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY**. The following sentence is added to the end of Section ~~14.0.2~~14.A(10) of the Combo Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW**. The following language is added to the end of Sections ~~15.1 and 16.6~~15.A of the Combo Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

~~5. **ACKNOWLEDGMENTS**. Section 16.8 of the Combo Franchise Agreement is hereby deleted in its entirety.~~

~~5. 6.~~ **NO RELEASE, ESTOPPEL OR WAIVER**. The following language is added to the end of the Combo Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

{signature page to follow}

IN WITNESS WHEREOF, the parties have executed and delivered this Maryland Rider to the Combo Franchise Agreement effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

RIDER TO THE
BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date,” ~~regardless of the dates of, but only upon, the parties’ full signatures~~) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

6. **BACKGROUND.** We and you are parties to that certain Baskin-Robbins Restaurant Store Development Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the “SDA”). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in Maryland.

7. **RELEASES.** The first sentence of Section ~~9~~6.C of the SDA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

~~3. **GOVERNING LAW.** The following language is added to the end of Sections 10.B and 11.B of the SDA:~~

~~However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~4. **ACKNOWLEDGMENTS.** Section 11.D of the SDA is hereby deleted in its entirety.~~

~~5.~~ **8. NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the SDA:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

RIDER TO THE
DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE DEVELOPMENT
AGREEMENT
FOR USE IN MARYLAND

This Rider is made and entered into as of the ____ day of _____, ~~_____~~ 20 (the "Effective Date," ~~regardless of the dates of, but only upon, the parties' full signatures~~) by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

9. **BACKGROUND.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "~~Combo~~-SDA"). This Rider is annexed to and forms part of the ~~Combo~~-SDA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the ~~Combo~~-SDA will be located or operated in Maryland.

10. **RELEASES.** The first sentence of Section ~~9~~6.C of the ~~Combo~~-SDA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

~~3. **GOVERNING LAW.** The following language is added to the end of Sections 10.B and 11.B of the Combo SDA:~~

~~However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.~~

~~4. **ACKNOWLEDGMENTS.** Section 11.D of the Combo SDA is hereby deleted in its entirety.~~

~~11. **5. NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the ~~Combo~~-SDA:~~

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

FRANCHISOR

FRANCHISEE:

Minnesota Disclosure Addendum

**RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the “Minnesota Act”), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, ~~the Franchise Disclosure Document for Baskin-Robbins Franchising LLC and/or Baskin-Robbins Franchising LLC for use in the State of Minnesota shall be amended to include the following:~~ (the “Minnesota Rules”), the parties to the attached Baskin-Robbins Restaurant Franchise Agreement (the “Agreement”) agree as follows:

1. Section 2.B of the Agreement shall be amended by adding the following:

~~1. Item 13, "Trademarks," shall be amended by the addition of the following paragraph at the end of the Item:~~

Notwithstanding the above language, any release signed under this Section 2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

2. Section 2.B of the Agreement shall be supplemented by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of this Agreement.

3. Section 9.D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights ~~which~~that you may have under this Agreement to use our ~~proprietary marks~~trademarks.

~~2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following paragraphs:~~

4. Section 13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. Section 14.A of the Agreement shall be amended by adding the following:

~~With respect to franchisees governed by Minnesota law, we will comply with~~ provides franchisees with certain termination rights. In sum, Minn. Stat. See. § 80C.14, Subds. 3,4, and 5 which require (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) ~~and 180 days’ notice of non-renewal~~ of the Franchise Agreement, ~~and that consent to the transfer of the franchise not be unreasonably withheld.~~

~~Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a~~

~~transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.~~

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

- ~~6.~~ ~~3.~~ Each provision of this ~~addendum~~Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota ~~Franchises Law or the Rules and Regulations promulgated thereunder by~~Act or the Minnesota ~~Commission of Commerce~~Rules are met independently without reference to this ~~addendum to the disclosure document~~Amendment.

[signature page to follow]

Minnesota Franchise Agreement Amendment

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Franchising LLC and/or Baskin-Robbins Franchising LLC Combo Restaurant Franchise Agreement (the "Agreement") agree as follows:

7. ~~1-~~Section ~~2.4(b)(vi)~~2.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section ~~2.4(b)(vi)~~2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

8. ~~2-~~Section ~~2.4~~2.B of the Agreement shall be supplemented by adding the following ~~new Section 2.4(e)~~:

~~(e)~~ Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of this Agreement.

9. ~~3-~~Section ~~9.59~~D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you may have under this Agreement to use our trademarks.

10. ~~4-~~Section ~~13.1~~13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

11. ~~5-~~Section ~~14.6~~14.A of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

12. ~~6-~~Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR: **FRANCHISEE:**

FRANCHISEE:

FRANCHISOR

Minnesota Store Development Agreement Amendment

**RIDER TO THE BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Baskin-Robbins ~~Franchising LLC and/or Baskin Robbins Franchising LLC~~ Restaurant Store Development Agreement (the "Store Development Agreement") agree as follows:

1. ~~Section 9~~(Sections 6.C and 8.D(4)) of the Store Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section ~~13.1~~ will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

2. Section 8.7.A of the Store Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Store Development Agreement.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

-

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement (the "Store Development Agreement") agree as follows:

4. Sections 6.C and 8.D(4) of the Store Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. Section 7.A of the Store Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Store Development Agreement.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20____ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

1. **Background.** We and you are parties to that certain Baskin-Robbins Restaurant Franchise Agreement dated _____, 20____ that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Baskin-Robbins Restaurant will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and will operate the Baskin-Robbins Restaurant in North Dakota.

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("we"), and _____, a _____ ("you").

1. **Background.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Franchise Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "Franchise Agreement"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Combo Restaurant will operate under the Franchise Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and will operate the Combo Restaurant in North Dakota.

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE BASKIN-ROBBINS RESTAURANT STORE DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

1. Background. We and you are parties to that certain Baskin-Robbins Restaurant Store Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the “SDA”). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in North Dakota.

2. Releases. The following language is added to the end of subparagraphs 6.C and 8.D(4) of the SDA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT STORE
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC, a Delaware limited liability company ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____, a _____ ("you").

1. Background. We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant Store Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "SDA"). This Rider is annexed to and forms part of the SDA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the SDA will be located or operated in North Dakota.

2. Releases. The following language is added to the end of subparagraphs 6.C and 8.D(4) of the SDA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Store Development Agreement on the same date as the Store Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

EXHIBIT GF
TO THE BASKIN-ROBBINS FDD
OPTION TO ASSUME LEASE

This is a copy of Franchisor's standard Option to Assume Lease.
When Franchisee does not lease from a third party, another form of this agreement may be used, which contains similar provisions.

Option to Assume Lease (PC # _____)

1. If _____ ("Tenant") defaults under the Lease dated _____ ("Lease") by _____ and _____ between _____ ("Landlord") and Tenant for the premises located at _____ ("Premises"), or if Dunkin' Donuts Franchising LLC and/or Baskin-Robbins Franchising LLC (collectively and individually, "Franchisor") terminates Tenant's franchise agreement covering the Premises, Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to the terms of this Option which supplements and forms a part of the Lease.

2. Landlord agrees to give Franchisor written notice specifying all default(s) of Tenant under the Lease. Franchisor agrees to give written notice to Landlord if Franchisor terminates Tenant's franchise agreement and, in such notice, will request that Landlord provide Franchisor with a copy of the Lease and specify any of Tenant's defaults thereunder. All notices will be by nationally recognized overnight courier (with tracking capability).

3. Franchisor may, within 30 days from receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required or permitted by the terms of the Lease, or sending of notice to Landlord that Franchisor has terminated Tenant's franchise agreement covering the Premises, notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease by sending Landlord the required notice, immediately upon Franchisor's receipt of possession of the Premises, Franchisor will cure all of Tenant's monetary defaults under the Lease, begin curing all of Tenant's non-monetary defaults under the Lease, and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant's rights and obligations under the Lease, subject to (i) Franchisor's right, without the need to obtain Landlord's consent, to sublet the Premises or assign the Lease to an approved franchisee of Franchisor provided Franchisor remains liable for the payment of rent and the performance of Tenant's duties under the Lease (ii) Franchisor not being subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 90 days in each instance and provided further that Franchisor continues to pay rent during such period of closure pursuant to the terms of the Lease; and (iii) Franchisor's right, if it subleases the Premises to a franchisee as provided above, to retain all consideration payable under such sublease.

4. If Franchisor exercises its right to assume the Lease, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten (10) days of Franchisor's written notice, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant's defaults under the Lease, including interest,

reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises). Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature may be used for any purpose in lieu of an original signature.

This Option is dated _____, 20____.

LANDLORD

TENANT

By: _____
Its: _____

By: _____
Its: _____

Address _____

By: _____
_____, Individually

Phone _____

By: _____
_____, Individually

By: _____
_____, Individually

FRANCHISOR

By: _____
Its: _____

c/o Dunkin' Brands Inc., as Manager
Three Glenlake Parkway
Atlanta, Georgia 30328
Attention: Legal Department

EXHIBIT HG

TO THE BASKIN-ROBBINS FDD

~~OPERATING MANUALS TABLE OF CONTENTS~~

~~EXHIBIT I~~

~~TO THE BASKIN-ROBBINS FDD~~

CURRENT BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES

CURRENT BASKIN-ROBBINS RESTAURANT FRANCHISEES

AS OF ~~JANUARY 1~~DECEMBER 31, 2023

PC #	Franchisee	Address	City	ST	Phone
336654	Seung H. Choi	3030 Denali St	Anchorage	AK	(907)276-1955
355237	Ryan R. Kim	800 E Dimond Blvd	Anchorage	AK	(907)336-3331
336654	Seung H. Choi	3030 Denali St	Anchorage	AK	
362296	Magneshkumar Patel and Dehuti K. Patel	3064 Ross Clark Cir	Dothan	AL	(334)380-4523 792-8221
364733	FROZEN NILE LLC	1539 Montgomery Highway	Hoover	AL	(205)848-2300
360576	Treat Yo Self LLC	5000 Whitesburg Dr S	Huntsville	AL	(256)425-3632 881-7920
347238	Littlefield Retail Group, Inc.	1509 S. Saint Louis St	Batesville	AR	(870)793-4316
363133	Blackmon Oil, Inc.	859 N Cedar St	Bearden	AR	
336353	Summerwood Partners, LLC	2908 Congo Rd. S/O Fina Big Red	Benton	AR	(501)847-7964
339637	Summerwood Partners, LLC Circle K Stores Inc., a Texas corporation	620 Military Rd	Benton	AR	(501)860-6068
364132	Summerwood Partners, LLC Circle K Stores Inc., a Texas corporation	19820 Interstate 30	Benton	AR	(1805)501-773-4670 316-4054
348366	Jordan's Kwik Stop, Inc.	1414 N. Main St	Brinkley	AR	(1870)870-578-9585 734-1124
337879	Summerwood Partners, LLC	2400 Springhill Rd	Bryant	AR	
341933	Summerwood Partners, LLC Circle K Stores Inc., a Texas corporation	1611 N. Reynolds	Bryant	AR	(1501)501-847-7964 847-9340
338274	B-H-T Investment Company, Inc.	111 Bill Foster Memorial Hwy	Cabot	AR	
346069	Summerwood Partners, LLC Circle K Stores Inc., a Texas corporation	12410 Highway 5	Cabot	AR	(501)941-3770
362414	B-H-T Investment Company, Inc.	Hwy 65 By-Pass	Clinton	AR	
359510	Blackmon Oil, Inc.	804 East 8th St	Danville	AR	(479)495-2612
343127	Blackmon Oil, Inc.	800 E Collin Raye Dr	De Queen	AR	(870)642-7860
346649	Lipscomb Oil Co., Inc.	701 Highway 65 S	Dumas	AR	(870)382-2165
356498	Jammin Investments LLC	1735 W Hillsboro St	El Dorado	AR	(1727)870-458-4687 862-9999
348881	Jordan's Kwik Stop, Inc.	2319 N Washington St	Forrest City	AR	(1870)870-578-9585 633-2545
358358	BR-FS, LLC	5509 Phoenix Ave	Fort Smith	AR	(1479)479-252-6556 434-4024
351762	Blackmon Oil, Inc.	104 N 1st St	Glenwood	AR	(870)356-2770
332226	Tandy H. Moss & Kay M. Moss	1075 Hwy 65 N	Greenbrier	AR	
355885	Geno's Pizza of Greenwood, LLC	921 W Center St	Greenwood	AR	(1479)479-252-6556
357024	Blackmon Oil, Inc.	101 S Elm St	Gurdon	AR	(870)353-2888
334919	Wend-XX, Inc.	1615 N. Hervey	Hope	AR	(870)777-7662
348560	Lipscomb Oil Co., Inc.	736 Highway 65 & 82	Lake Village	AR	(870)265-3202
360870	Pan Business LLC	10102 N Rodney Parham Rd	Little Rock	AR	(1501)258-3694
349271	R & R SCOOPS LLC	13000 Chenal Pkwy	Little Rock	AR	(1501)501-952-5694 219-8515
336810 360870	Summerwood Partners, Pan Business LLC	1605 Riverpark Plaza 10102 N Rodney Parham Rd	Malvern Little Rock	AR	(501)227-5656
358260	Jordan's Kwik Stop, Inc.	680 South Highway 77	Manila	AR	(1870)870-578-9585 570-0013
332424	Flash Market BROYLES HOSPITALITY, LLC	3148 Interstate 55	Marion	AR	(1864)870-626-5553 739-4527
332218	Wend-XX, Inc.	901 Highway 71 N	Mena	AR	(479)394-0363
355779	Alamo Freeze LLC	3052 Highway 62	Mountain Home	AR	(1870)870-404-6709 492-4920

PC #	Franchisee	Address	City	ST	Phone
353118	Blackmon Oil, Inc.	104 E 13th St	Murfreesboro	AR	(870)285-2719
332221	Afzal Traders, LLC	4610 W Keiser Ave	Osceola	AR	(1901)870-853-0709 563-4298
335883	Riverside Petroleum Jordan's Kwik Stop, Inc.	647 Highway 67 S	Pocahontas	AR	(870)248-9315
335684	1250 Truman Baker Dr, LLC	1250 Truman Baker Dr	Searcy	AR	(1662)501-213-0925 305-2676
338714	Hans Properties, LLC	408 E. 22nd St	Stuttgart	AR	(870)673-4445
332326	Flash Market BROYLES HOSPITALITY, LLC	988 S. Falls Blvd	Wynne	AR	(1864)870-626-5553 238-3714
354743	LL ENDEAVORS, LLC	3655 W Anthem Way	Anthem	AZ	(330)623-612-3757 551-3561
357806	CASCADE HOLDINGS LLC	485 S Watson Rd	Buckeye	AZ	(909)623-917-4431 386-4727
354195	CNE LLC	2840 Highway 95	Bullhead City	AZ	(702) 420 9486
360210	STEVEN AND ALEX INC	1104 S Milton Rd	Flagstaff	AZ	(928)- 266-0628 779-1012
343521	A LA MODE, LLC	2487 S Gilbert Rd	Gilbert	AZ	(1480)480-218-0705 899-4859
355039	Pink Spoon MG Assets LLC	1939 E Baseline Rd	Gilbert	AZ	(1480)480-218-0705 813-4988
361445	SWEET HIRA GROUP INC	4326 W. Bell Rd	Glendale	AZ	(951)602-870-0063 978-4249
360209	KRUSHNAM INVESTMENTS LLC	13220 W Van Buren St	Goodyear	AZ	(1602)623-708-3981 932-4420
352194	CNE LLC	3455 Stockton Hill Rd	Kingman	AZ	(702)928-420-9486 757-2415
361449	William Vanderbok & Patricia Vanderbok	4406 E Main St	Mesa	AZ	(480)924-1251
361457	William Vanderbok & Patricia Vanderbok	1229 S. Power Rd S	Mesa	AZ	(480)985-3131
361437 345444	CASCADE HOLDINGS LLC HIRA 31 CORPORATION	7665 W Bell Rd 24870 N. Lake Pleasant Pkwy	Peoria	AZ	(909)623-917-4431 566-4013
345444 361437	Nancy Ann Springston and Jesse Ryan Springston CASCADE HOLDINGS LLC	24870 N. Lake Pleasant Pkwy 7665 W Bell Rd	Peoria	AZ	(1623)623-516-0096 486-5447
339871	CNE LLC	4025 E Chandler Blvd	Phoenix	AZ	(702)480-420-9486 704-2731
361447	H & M Management Inc	8841 N 19th Ave	Phoenix	AZ	(951)-870-0063
360206	Joberry, Inc.	4021 N. 75th Ave	Phoenix	AZ	(623)846-2944
361441	JS RAM LLC	4547 E Cactus Rd	Phoenix	AZ	(575)602-621-8230 996-2904
361447	H & M Management Inc	8841 N 19th Ave	Phoenix	AZ	(602)997-5144
350836	Table for 6, LLC	1144 W Iron Springs Rd	Prescott	AZ	(1928)928-772-6767 777-7001
349116	William Vanderbok & Patricia Vanderbok	21151 E Rittenhouse Rd	Queen Creek	AZ	(480)888-8877
342426	EAD Holdings, LLC	6501 E Greenway Pkwy	Scottsdale	AZ	(480)- 860-1275 998-0310
352144	CASCADE HOLDINGS LLC	15423 W Waddell Rd	Surprise	AZ	(909)623-917-4431 584-0256
360208	SJW Enterprises, LLC	1715 E Guadalupe Rd	Tempe	AZ	(480)839-5154
361443	K6 FOODS, LLC	3108 S. McClintock Dr	Tempe	AZ	(480)- 907-8254 820-3916
360208	SJW Enterprises, LLC	1715 E Guadalupe Rd	Tempe	AZ	(1480)-218-0705
339292	Sy Family Enterprises, LLC	7555 N La Cholla Blvd	Tucson	AZ	(1520)520-495-5534 531-9198
360178	Sy Family Enterprises, LLC	8670 E Broadway Blvd	Tucson	AZ	(1520)520-495-5534 721-4171
364237	PORECIC LLC	11259 S Frontage Rd	Yuma	AZ	(928)247-9600
342888	VMYK BRIC CORPORATION	12100 Palmdale Rd	Adelanto	CA	(562)760-440-2771 530-9122

PC #	Franchisee	Address	City	ST	Phone
361333	J & SON ICE CREAM INC	5697 Kanan Rd	Agoura	CA	(805)818-304-3419991-9106
341537	CROSS WIND, INC.	2601 Blanding Ave	Alameda	CA	(925)510-999-9762865-2231
337189	MS2RP, INC.	838 E Valley Blvd	Alhambra	CA	(213)626-200-6295458-0898
360019	SUNRISE IBS LLC	2657 W Lincoln Ave	Anaheim	CA	(714)827-0890
361350	TSEJ LLC	1646 W. Katella Ave #4	Anaheim	CA	(714)772-8441
362106	FAWBAR CORP.	701 S. Weir Canyon Rd	Anaheim	CA	(626)714-825-5726974-3100
362170	SMA Enterprises, Inc.	512 N. Euclid St	Anaheim	CA	(714)758-3887
360019	SUNRISE IBS LLC	2657 W Lincoln Ave	Anaheim	CA	(847) 915-9841
361350	TSEJ LLC	1646 W. Katella Ave #4	Anaheim	CA	(719) 291-6421
338281	Jon, Lester & Sharon Turovitz	4241 Elverta Rd	Antelope	CA	(916)729-0100
330674	7SCOOPS LLC	4538 Lone Tree Wy	Antioch	CA	(415)925-510-9292754-9693
342889	VMYK BRIC CORPORATION	12285 Apple Valley Rd	Apple Valley	CA	(562)760-440-2771240-1305
360023	BDKE Enterprises, Inc.	1427 S Baldwin Ave	Arcadia	CA	(310)626-962-1310445-2491
331793	Petro Enterprises, Inc.	13310 Osborne St	Arleta	CA	(818)834-2623
346072	Bruce D. Pearson and Lene'e I. Pearson	1607 Bellevue Rd	Atwater	CA	(209)209-761-0982358-7888
358865	Raj Kumar and Renu Singh	2733 Calloway Dr	Bakersfield	CA	(661)-204-3128679-4313
361279	Raj Kumar and Renu Singh	5460 Stockdale Hwy	Bakersfield	CA	(661)-204-3128323-4392
332072	Saaniya Kwatra and Jaitavya Sekhri	2110 White Ln	Bakersfield	CA	(559) 473-6972
332073	Saaniya Kwatra and Jaitavya Sekhri	2673 Fashion Pl	Bakersfield	CA	(559) 473-6972
361397	Pacific S-Mart, Inc.	3203 Baldwin Park Blvd	Baldwin Park	CA	(626)338-8587
355092	M & DB ENTERPRISES LLC	300 S Highland Springs Ave	Banning	CA	(951)-533-3130769-1891
361274	Purple Hippo, Inc.	6907 Atlantic Ave	Bell	CA	(323)773-1131
360091	VARNAM INC.	10212 Alondra Blvd	Bellflower	CA	(562)-926-8698866-6560
361028	Amai Ventures, Inc.	1023 Alameda De Las Pulgas	Belmont	CA	(650)593-1704
361307	M & M Sweet Scoops LLC	4344 Bonita Rd	Bonita	CA	(619)-656-6969475-4131
331835	Kanaiya Corporation	203 W. Imperial Hwy	Brea	CA	(414)714-971-0270529-3199
361201	7SCOOPS LLC	1145 2nd St	Brentwood	CA	(415)925-510-9292516-0231
360078	Syeda K.F. Hussain	6989 La Palma Ave	Buena Park	CA	(714)521-5421
360047	Double Scoops, LLC	4314 W Magnolia Blvd	Burbank	CA	
360002	V. & L. TIRITYAN INC.	1201 S Victory Blvd	Burbank	CA	(818)843-4651
360047	Double Scoops, LLC	4314 W Magnolia Blvd	Burbank	CA	(818)845-3131
360123	Luis Montalvo and Victoria Montalvo	1409 Burlingame Ave	Burlingame	CA	(650)348-1204
360028	Sadegh Nojouki and Shabnam Ardalan	738 Arneill Rd	Camarillo	CA	(805)805-497-2927482-9302
334769	G & K Hershco, Inc.	3378 Coach Lane	Cameron Park	CA	(530)672-9295
362245	David A. Lazar & Rhonda K. Lazar	1720 W Campbell Ave	Campbell	CA	(408)379-1044
360048	Khurshid M. Bhurawala & Gazala K. Bhurawala	7620 Topanga Canyon Blvd	Canoga Park	CA	(818)888-8657
361041	Solo M. & Rama Patel	1601 41st Ave	Capitola	CA	(831)476-3155
351449	VILASH & VILASH	4005 Manzanita Ave	Carmichael	CA	(916)-273-0146481-2379
338116	Tru-Emaan, LLC	603-A-East University Dr	Carson	CA	(310)538-0112
360146	AJ & VJ, LLC	20560 Redwood Rd	Castro Valley	CA	(415)510-453-1003537-4489

PC #	Franchisee	Address	City	ST	Phone
362112	JAR Investment, Inc.	31375 Date Palm Dr	Cathedral City	CA	(951)760-239-7926 324-8188
361361	Essem Enterprises	12540 South St	Cerritos	CA	(310)562-738-7142 924-0656
360085	HANZLAH INVESTMENTS, LLC	20445 Devonshire St	Chatsworth	CA	(818)998-6229
334750	Her Family Enterprise LLC	241 W East Ave	Chico	CA	(916)530-402-4631 891-1131
336516	Her Family Enterprise LLC	2009 Forest Ave	Chico	CA	(916)530-402-4631 345-7331
361352	Andrew T. Won	12192 Central Ave	Chino	CA	(909)- 203-2704 627-8347
362099	INSIDE SCOOP, INC.	4200 Chino Hills Pkwy	Chino Hills	CA	(909)- 923-1964 393-9705
350588	Gary T. Yarbrough	2260 Otay Lakes Rd	Chula Vista	CA	(619)- 465-0798 591-9631
354871	Premier Treats CV	1170 Broadway	Chula Vista	CA	(619)- 465-0798 576-3003
332450	MOMTAZ KIDS INC	7301 Greenback Ln #C	Citrus Heights	CA	(916)- 294-5521 727-6330
361278	Teresa Pham Tran and Joseph Pham	1600 S Azusa Ave	City Of Industry	CA	(714)626-996-2450 964-8487
362297	Teresa Pham Tran and Joseph Pham	18252 E. Gale Ave	City Of Industry	CA	(909)626-595-1258 964-2621
360069	HARRIS M. CORPORATION	973 W Foothill Blvd	Claremont	CA	(310)909-804-3409 621-4104
332096	Nirmal S Gill and Ramandeep S Gill	1928 Clovis Ave	Clovis	CA	(455)559-322-5957 298-3435
361212	SGS Sisters Incorporated	950 Herndon Ave Ste 107	Clovis	CA	(559)- 917-5324 323-4848
346530	Urban Franchisee Holdings, LLC	1850 W. Rosecrans Ave	Compton	CA	(310)638-3131
361085 340372	PHX Legacy Inc. T & Q Holdings LLC	5100 Clayton Rd Ste 28 1924 Grant St	Concord	CA	(510)925-377-9874 798-1660
360138	Phx Oak Grove Inc.	785 C Oak Grove Road	Concord	CA	(925)- 864-6374 825-8720
340372 361085	T & Q Holdings LLC PHX Legacy Inc.	1924 Grant St 5100 Clayton Rd Ste 28	Concord	CA	(492)5925-586-2112 687-3131
336578	CORAZA LLC	1312 E Ontario Ave	Corona	CA	(409)951-620-7855 372-9495
358773	Yeon Bin, Inc.	160 W Foothill Parkway	Corona	CA	(951)268-6690
362079	S2 GRAND COMPANY, LLC	2210 Griffin Way	Corona	CA	(949)951-283-7704 272-0357
358773	Yeon Bin, Inc.	160 W Foothill Parkway	Corona	CA	(714)624-7115
361394	WOO FAMILY PARTNERSHIP INC	1927 Harbor Blvd	Costa Mesa	CA	(818)949-606-7006 645-8173
360021	Downtown A & I Incorporated	177 E College St	Covina	CA	(951)626-522-3095 332-2511
361379	Moon Enterprise Inc.	1311 N Grand Ave	Covina	CA	(462)626-488-5986 915-4114
361319	BSBCK Inc.	9691 Baseline Rd	Cucamonga	CA	(909)- 595-1258 948-7521
361325	Munir Ibrahimhai Nizami and Kaushar Munir Nizami	4193 Ball Rd	Cypress	CA	(714)714-827-5530 827-1081
351053	Sikander Faheem & Tabassam Faheem	6895 Katella Ave	Cypress	CA	(492)650-524-0805 992-5734
361048	Kurt Schoenweiler	310 Westlake Center	Daly City	CA	(492)650-524-0805 992-5734
361334	DEVOTO BUSINESS DEVELOPMENT Corporation	33621 Del Obispo St	Dana Point	CA	(949)- 742-0585 661-2870
360139	LDCO LLC	236 E St	Davis	CA	(491)6530-897-0023 298-9233

PC #	Franchisee	Address	City	ST	Phone
361292 364065	Khawaja I. Hussain Syeda Zehra LLC	325 S 1223 South Diamond Bar Blvd Boulevard	Diamond Bar	CA	(714)909-392-6395 764-7962
347636	Valeria Grano	870 W El Monte Way	Dinuba	CA	(559) 375-2685 591-2927
362152	7Cones LLC	1440 Ary Ln	Dixon	CA	(925)707-445-9326 678-4678
330599	VARNAM INC.	7938 E Florence Ave	Downey	CA	(562) 926-8698 928-1995
359010	ABM Foods Inc	1231 E Huntington Dr	Duarte	CA	(714)626-851-5206 256-3331
361036	Ice Cream 72 LLC	7225 Regional St	Dublin	CA	(925) 899-1305 828-6033
363636	DYS, Inc.	1765 E Bayshore Rd	East Palo Alto	CA	(408)650-529-5697 289-9778
344264	Yeon Bin, Inc.	7056 Archibald St	Eastvale	CA	(714)951-624-7115 371-3111
352332	M SWEET DESSERTS LLC	328 N 2nd St	El Cajon	CA	(951)619-334-4975 579-3131
360081	MSDS Enterprise, Inc.	2396 Fletcher Pkwy	El Cajon	CA	(760)619-730-2467 462-3870
361020	HARBASANT FOODS INC	10598 San Pablo Ave	El Cerrito	CA	(510) 685-8548 524-0200
361372	M. Yasin I. Shaikh and Akhter M. Shaikh and Shahid M. Shaikh	3818 Peck Rd	El Monte	CA	(626)579-5937
361166	Anna's Creamery, Inc	8755 Elk Grove Blvd	Elk Grove	CA	(916)402-4631
333016	Joseph Narayan and Rita Narayan	4720 Laguna Blvd	Elk Grove	CA	(916)683-3100
336687	Noatak, LLC	8417 Elk Grove Florin Road	Elk Grove	CA	(408)916-393-8771 525-2531
361166	Anna's Creamery, Inc	8755 Elk Grove Blvd	Elk Grove	CA	(916)685-3161
362155	Tarandeep Kaur	1199 40th St	Emeryville	CA	(559)510-394-0468 817-4353
358758	Encino Franchise, Inc.	17330 Ventura Blvd	Encino	CA	(310)818-877-8911 453-8555
362114	Phillip T. Guhl and Cynthia M. Guhl	1247 E Valley Pkwy	Escondido	CA	(760)741-3100
361089	7Cones LLC	8894 Madison Ave	Fair Oaks	CA	(925)916-445-9326 966-7713
342935	KANDOLA & SONS, INC.	3069 Travis Blvd	Fairfield	CA	(415)6707-519-8705 428-3131
332047	Phillip T. Guhl and Cynthia M. Guhl	1123 S. Mission Rd	Fallbrook	CA	(760)728-8831
355595	MONVEEZ CORP	616 W Ventura St	Fillmore	CA	(805) 850-8558 625-7171
332475	Healthy Living Enterprise Inc.	900 E Bidwell St	Folsom	CA	(916) 296-0228 983-0289
355675 336837	Dolce BG, Inc SHIVA HOLDINGS INC.	11175 Sierra Ave 14600 Baseline Rd	Fontana	CA	(323)909-620-4255 349-1540
336837 355675	SHIVA HOLDINGS INC Dolce BG, Inc.	14600 Baseline Rd 11175 Sierra Ave	Fontana	CA	(714)909-488-9286 427-0922
361384	TALAGANTE GROUP, INC.	9844 Sierra Ave	Fontana	CA	(951)909-452-8177 350-8531
361309	Bich Dung Thi Phan	18051 Magnolia St	Fountain Valley	CA	(714)964-1551
360141	ARHAM LLC	3850 Mowry Ave	Fremont	CA	(510) 371-1411 793-9923
356866	Gill Capital, Inc.	6761 N Milburn Ave	Fresno	CA	(1559)304-5050
332453 348752	Gilleoz SGS Sisters Incorporated	3183 W Shaw Ave 5150 E Kings Canyon Rd	Fresno	CA	(559) 286-8220 252-3131
353818	H and D Gill Bros Inc.	4425 W Ashlan Ave	Fresno	CA	(1559)559-304-5050 271-0310
348752	SGS Sisters Incorporated	5150 E Kings Canyon Rd	Fresno	CA	(559)917-5324
361073	SGS Sisters Incorporated	1731 W Bullard Ave	Fresno	CA	(559)917-5324
354605	Tashjian, Inc.	645 E Shaw Ave #Kk3	Fresno	CA	(559)241-0144

PC #	Franchisee	Address	City	ST	Phone
356866	MMA Developments LLC	6761 N Milburn Ave	Fresno	CA	(559)374-5300
360128	Tulyag, LLC	310 E Shields Ave	Fresno	CA	(407)559-455-0908 227-7013
361040	Tulyag, LLC	5711 N 1st St	Fresno	CA	(407)559-455-0908 431-0781
360086	Shyam, Inc.	12833 W. Chapman Ave	Garden Grove	CA	(714)714-727-8148 750-2181
360012 337077	EMAAN JAVOID FAROOQI, INC.	1423 W Redondo Beach 1699 Artesia Blvd	Gardena	CA	(310)329-0786
337077 360012	JAVOID FAROOQI EMAAN, INC.	1699 Artesia 1423 W Redondo Beach Blvd	Gardena	CA	(434)310-834-9799 532-3353
360035	Sean Lee	13424 Crenshaw Blvd	Gardena	CA	(310)515-9594
342456	BIKRAM GURKIRAN SANDHU LLC	785 1st St	Gilroy	CA	(510)408-409-1835 842-8842
361392	AnnSue Entertainment, Inc.	1100 S Central Ave	Glendale	CA	(213) 220-8778
361264	Esco World, Inc.	1217 N. Central Ave	Glendale	CA	(818)240-2131
362169	Esco World, Inc.	1010 N Glendale Ave	Glendale	CA	(818)241-3131
360068	KARJ CREAM RC INC.	856 E Route 66	Glendora	CA	(714)626-365-6989 914-3133
331523	A. S. Muzibur Rahman	18100 Chatsworth St	Granada Hills	CA	(818)832-1764
360026	AC/DC ICE CREAM, INC.	10226 Balboa Blvd	Granada Hills	CA	(818)360-3163
332515	GKY, Inc.	151 W Mcknight Way	Grass Valley	CA	(530)274-3188
361283	GRMM CORPORATION	3127 S Hacienda Blvd	Hacienda Heights	CA	(805)626-345-5133 336-1738
361221	Hilltop Ice Cream, LLC	44 Cabrillo Hwy N	Half Moon Bay	CA	(408)650-888-8892 726-5006
361076	Harpreet S. Gill	533 N 11th Ave	Hanford	CA	(559)559-304-5050 583-8600
359096	FROZEN SPOON, INC.	1219 Lomita Blvd	Harbor City	CA	(415)424-834-9799 263-2620
331439	Alan Lee and Hsueh Fang Yang	247 W Jackson St	Hayward	CA	(408)510-988-8979 887-5617
361079	Michelle Koan	26953 Mission Blvd	Hayward	CA	(510)733-3163
341547	VMYK BRIC I CORPORATION	3503 W Stetson Ave	Hemet	CA	(562)951-440-2771 929-9862
352794	VMYK BRIC I CORPORATION	16922 Main St	Hesperia	CA	(562)760-440-2771 949-0342
362107	Khov Corporation	7247 Boulder Ave	Highland	CA	(909)425-0329
361336	Fig & Olive, Inc.	5802 N. Figueroa St	Highland Park	CA	(562)323-964-6897 254-2948
362163	Sung Pak and Young Pak	1740 Airline Hwy	Hollister	CA	(831)- 521-1272 637-4383
360022	Briar, Inc.	5971 Warner Ave	Huntington Beach	CA	
336165	CORAZA LLC #N/A	7101 W. Yorktown Ave	Huntington Beach	CA	(209) 202-4189
360017	HWCI, LLC	19465 Brookhurst St	Huntington Beach	CA	(714)963-4333
360022	Briar, Inc.	5971 Warner Ave	Huntington Beach	CA	(714)846-3900
362100	Z.L.Z. Inc.	201 Main St	Huntington Beach	CA	(949)714-400-4111 969-0600
342210	Joseph Hanokae and Farzad Baseri	2661 E Florence Ave	Huntington Park	CA	(323)323-403-7696 588-0703
355138	Happy Desserts International	791 Palm Ave	Imperial Beach	CA	(619)- 253-2277 271-2540
338769	LARA & LARA ENTERPRISES, INC.	3351 W Century Blvd #104	Inglewood	CA	(310)- 874-0403 674-3131
355531	Urban Franchisee Holdings, LLC	911 N La Brea Ave	Inglewood	CA	(310)670-0841
361183	SitPaps, a general partnership	11960 W Highway 88	Jackson	CA	(209)- 223-4303 223-5422
337242	SUNAMI, INC.	2611 Foothill Blvd	La Crescenta	CA	(714)818-310-3894 248-8244
362166	JOLLY CONES, INC.	1493 W Whittier Blvd	La Habra	CA	(415)562-834-9799 691-9988

PC #	Franchisee	Address	City	ST	Phone
361267	ARKS Holdings LLC	7470 La Jolla Blvd	La Jolla	CA	(858)- 200-6853 459-5353
360039	Don Pauley, Inc.	8807 1/2 La Mesa Blvd	La Mesa	CA	(619)462-7215
362071	VRSEHGAL, LLC	14750 Beach Blvd	La Mirada	CA	(714)- 686-8026 994-3130
362082	Joseph Pham	1443 N Hacienda Blvd	La Puente	CA	(909)626- 595-1258 917-1175
362111	Big Halo 2, LLC	78520 Highway 111	La Quinta	CA	(476)760- 601-4457 296-1074
361316	HARRIS M. CORPORATION	1528 Foothill Blvd	La Verne	CA	(310)909- 804-3409 596-3454
338482	Kanaiya Corporation	27642 Antonio Pkwy	Ladera Ranch	CA	(909)949- 261-8637 347-9131
362125	Hena Vejdany	26886 La Paz Rd	Laguna Hills	CA	(949)- 295-0565 831-3175
343909	Phillip T. Guhl and Cynthia M. Guhl	29991 Canyon Hills Rd	Lake Elsinore	CA	(951)244-6222
344294	Kanaiya Corporation	23647 El Toro Rd	Lake Forest	CA	(909)949- 261-8637 770-6000
360073	Mohammad Khan	5455 Del Amo Blvd	Lakewood	CA	(562)867-9579
361290	Antelope Valley Restaurant Group L.L.C.	44150 10th St W	Lancaster	CA	(661)942-1731
361324	Antelope Valley Restaurant Group L.L.C.	4019 W Avenue L	Lancaster	CA	(474)661- 813-7037 943-2666
343413	SOHAL RANDHAWA LLC	15108 S Harlan Rd	Lathrop	CA	(209)- 534-2212 858-0031
332782	TA Operating LLC	5821 Dennis Mccarthy Rd	Lebec	CA	(461)7661- 796-8157 663-4367
353426	Pink Spoon Corporation	820 Sterling Pkwy	Lincoln	CA	(916)- 752-9077 543-3000
362160	ZORRO ADVISORS INC.	4323 1st St	Livermore	CA	(510)925- 759-2153 371-7031
360132	Rodney J. Souza, Jr. and Tammy A. Souza	135 Lakewood Mall	Lodi	CA	(209)- 368-2768 334-3100
361169	Rodney J. Souza, Jr. and Tammy A. Souza	480 S Cherokee Ln	Lodi	CA	(209)- 712-9177 369-8164
360003	SWEET TREATS OF LOMPOC, LLC	419 N H St	Lompoc	CA	(450)805- 320-7566 736-3131
360008	3543 LLC	3543 Atlantic Ave	Long Beach	CA	(310)562- 780-0678 426-8488
361360	4552 LLC	4552 Atlantic Ave	Long Beach	CA	(310) 780-0678
360060	Brazil's Ice Cream Shop, LLC	3585 N Los Coyotes Diagonal	Long Beach	CA	(562)425-4416
361272	DELICIOUS TREATS, INC.	1960 Ximeno Ave	Long Beach	CA	(310)562- 210-8111 597-3914
361360	4552 LLC	4552 Atlantic Ave	Long Beach	CA	(562)423-1575
361369	Farshad Don Baharinejad	400 W Willow St	Long Beach	CA	(562)426-4879
360104	Blue Enterprises	264 State St	Los Altos	CA	(408)650- 421-1870 941-5412
361374 342034	AJMI Park, Inc. Urban Franchisee Holdings, LLC	2700 E 1st St 1950 W Slauson Ave	Los Angeles	CA	(323)294-1131
347870	Sweet and Frozen, LLC	5039 Whittier Blvd	Los Angeles	CA	(323)268-8976
349761	AZKA GROUP INC	759 S Vermont Ave	Los Angeles	CA	(818)213- 860-8008 739-3131
353057	Dolce BG, Inc.	1375 W Adams Blvd	Los Angeles	CA	(432)323- 620-4255 766-7910
361314 354304	Farshad Don Baharinejad Urban Franchisee Holdings, LLC	11658 Wilshire Blvd 1723 W Imperial Hwy	Los Angeles	CA	(323)754-3131
360065	Grace Byers	11127 Venice Blvd	Los Angeles	CA	
361275 358919	Kunavut Kunchavalee URBAN FRANCHISEE HOLDINGS #358919 INC.	4048 W 3rd 1629 E 103rd St	Los Angeles	CA	(323)538-7341

PC #	Franchisee	Address	City	ST	Phone
360054 359450	S2 GRAND COMPANY, LLC URBAN FRANCHISEE HOLDINGS 359450 INC.	1832 N. Western Ave 1831 S La Cienega Blvd	Los Angeles	CA	(951)310-737-7751 559-3131
360037	Star & Crescent Foods, Inc.	4066 S Victoria Ave	Los Angeles	CA	(323)299-4014
361347 360054	Thevin Tan S2 GRAND COMPANY, LLC	3516 W. Sunset Blvd 1832 N. Western Ave	Los Angeles	CA	(323)462-0066
362076 360065	Thevin Tan and Farlida Raksanoh Grace Byers	1693 N Eastern Ave 1127 Venice Blvd	Los Angeles	CA	(432)310-663-5627 836-4546
347870 361275	Tony T. Young and Elly Chan Kunavut Kunchavalee	5039 Whittier Blvd 4048 W 3rd St	Los Angeles	CA	(432)213-351-4430 389-5277
358919 361311	URBAN FRANCHISEE HOLDINGS #358919 INC. #N/A	1629 E 103rd St 11658 Wilshire Blvd	Los Angeles	CA	
359450 361347	URBAN FRANCHISEE HOLDINGS 359450 INC. Thevin Tan	1831 S La Cienega 3516 W Sunset Blvd	Los Angeles	CA	(323)663-5627
342034 361374	Urban Franchisee Holdings, LLC AJMI Park, Inc.	1950 W. Slauson Ave 2700 E 1st St	Los Angeles	CA	(323)262-5731
354304 362076	Urban Franchisee Holdings, LLC Thevin Tan and Farlida Raksanoh	1723 W Imperial Hwy 1693 N Eastern Ave	Los Angeles	CA	(323)267-1301
362249	Brainfreeze Inc.	325 W Pacheco Blvd	Los Banos	CA	(209)827-4265
341700	XLBLUE FOODS LLC	1444 Pollard Rd	Los Gatos	CA	(408)623-6183 871-7778
361181	XLBLUE FOODS LLC	15730 Los Gatos Blvd	Los Gatos	CA	(408)623-6183 356-4433
343299	Muhammad Farooq	10930 Long Beach Blvd	Lynwood	CA	(310)903-9687 742-4130
349439	H and D Gill Bros Inc.	2180 W Cleveland Ave	Madera	CA	(559)559-304-5050 673-3100
360029	SEPULVEDA TREATS, INC.	925 N Sepulveda Blvd	Manhattan Beach	CA	(310)372-9366
361064	Manteca Ice Cream, Inc.	970 N Main St	Manteca	CA	(209)239-1031
361210	Lajpaul K. Bhangu	1111 S Main St Unit B2	Manteca	CA	(209)209-656-8841 823-1810
361064	Manteca Ice Cream, Inc.	970 N Main St	Manteca	CA	(416)519-8705
361184	Julius L. Pham and Debbie Yung	1175a Arnold Dr	Martinez	CA	(925)323-4438 229-3999
348397	JAR Investment, Inc.	30080 Haun Rd.	Menifee	CA	(951)951-239-7926 301-1300
360140	Hilltop Ice Cream, LLC	863 Santa Cruz Ave	Menlo Park	CA	(408)650-888-8892 323-9335
361038	Julie D. Davidson	293 Merced Mall	Merced	CA	(209)722-1291
360121	XLBLUE FOODS LLC	669 Broadway	Millbrae	CA	(408)650-623-6183 697-6968
349354	Paramount Icecream & Foods, Inc.	357 Jacklin Rd	Milpitas	CA	(408)991-4184 946-3100
361389	LARISSA CORPORATION	22922 Los Alisos Blvd	Mission Viejo	CA	(323)949-304-7068 951-2672
331735	AJ & VJ, LLC	2900 Standiford Ave	Modesto	CA	(416)209-453-1003 579-2731
336287	SINGH FAMILY ENTERPRISES INC	2221 Mchenry Ave	Modesto	CA	(209)408-0668
348619	AVALOS ASSOCIATES, INC.	1717 Oakdale Road	Modesto	CA	(209)209-658-2395 521-3111
361189	George Sirogiannis and Helen Sirogiannis	1630 E Hatch Rd	Modesto	CA	(209)538-4631
361208	JPR Superior Service Inc.	901 N Carpenter Rd	Modesto	CA	(209)535-5351 549-2466
336287	SINGH FAMILY ENTERPRISES INC	2221 Mchenry Ave	Modesto	CA	(650)571-0769
362077	ABM Foods Inc	104 W Foothill Blvd	Monrovia	CA	(714)626-851-5206 357-5233
337444	AMARAMANI INC	521 N. Montebello Blvd	Montebello	CA	(909)323-919-0259 727-2728

PC #	Franchisee	Address	City	ST	Phone
361187	Sung Pak and Young Pak	406 Lighthouse Ave	Monterey	CA	(831)- 521-1229 375-3131
331089	Farshid & Carol Bahari	2084 S. Atlantic Blvd	Monterey Park	CA	(1714323)- 277-8419 722-5094
330669	O'BRIEN PROPERTIES LLC	557 W Los Angeles Ave	Moorpark	CA	(805)- 330-7237 529-5360
356886	PINK SPOON FOODS INC	12190 Perris Blvd	Moreno Valley	CA	(951)243-5815
362094	MORENO VALLEY TREATS, INC.	12625 Frederick St	Moreno Valley	CA	(1213951)- 369-2715 653-3310
356886	PINK SPOON FOODS INC	12190 Perris Blvd	Moreno Valley	CA	(909) 835-6484
337171	LAUREN FOODS INC	315 Vineyard Town Ctr	Morgan Hill	CA	(408)- 493-3585 778-3388
361206	Sundae FUNDAe LLC	230 Cochrane Plz	Morgan Hill	CA	(408)- 313-7316 776-8037
360111	John R. McAlister	1249 W El Camino Real	Mountain View	CA	(650)940-9831
361027	Tasty Treat Holdings LLC	703 E El Camino Real	Mountain View	CA	(650)964-7633
356830	MY Scoops	39028 Winchester Rd	Murrieta	CA	(619951)- 251-6021 696-0331
353158	Joseph R. Ritchey	3373 Solano Ave	Napa	CA	(707)- 480-1781 492-3100
361332	A & N Ice Cream Inc.	1493 E Plaza Blvd	National City	CA	(530) 933-4487
348976	Gary T. Yarbrough and Maria L. Yarbrough	3030 Plaza Bonita Rd #2075	National City	CA	(619)- 465-0798 832-8226
361332	A & N Ice Cream Inc.	1493 E Plaza Blvd	National City	CA	(619)477-5559
361217	HJR Management Inc.	34980 Newark Blvd	Newark	CA	(510)- 520-2667 793-5888
361343	JAMIA ICE CREAM CORPORATION	2389 Michael Dr	Newbury Park	CA	(805)- 304-3419 499-3777
361314	UZ Qazi Group Inc.	23432 Lyons Ave	Newhall	CA	(661)- 476-8004 255-3131
358257	Kanaiya Corporation	1260 Hamner Ave	Norco	CA	(4410951)- 971-0270 270-1969
361358	MASHALLAH ICE CREAM CORPORATION	9502 Sepulveda Blvd	North Hills	CA	(805818)- 304-3419 891-4905
362073	SCOOP AND SMILE, INC	6700 Laurel Canyon Blvd	North Hollywood	CA	(818)- 765-7313 503-0188
360053	KHANZ INC	9514 Reseda Blvd	Northridge	CA	(818)- 765-7313 701-9061
346679	QM & A Restaurants, Inc GLOBAL ENTERPRISES INC.	10939 Firestone Blvd	Norwalk	CA	(562)807-3638
360142	SRM Desserts LLC	1769 Grant Ave	Novato	CA	(530415)- 219-7791 897-9862
360041	William Sunstrum	1112 S Coast Hwy	Oceanside	CA	(1790760)- 525-1031 722-0654
362117	LAMAR SWEET TREATS	2510 S Grove Ave	Ontario	CA	(626909)- 622-5191 930-5222
336041	ANALYSIS, INC.	424 S Main St	Orange	CA	(714)634-4900
350936	5-MAI STAR, INC	1736 E Meats Ave	Orange	CA	(1714657)- 402-8551 221-0496
336041	ANALYSIS, INC.	424 S Main St	Orange	CA	(949) 394-9797
362075	Darmil Foods LLC	18551 E Chapman Ave	Orange	CA	(949714)- 394-8611 633-6631
356259	Poursalimi & Sons, Inc.	1941 N Rose Ave	Oxnard	CA	(805)351-9450
360055	Poursalimi & Sons, Inc.	3520 S. Saviers Rd	Oxnard	CA	(805)483-7300
361368	Poursalimi & Sons, Inc.	501 S Ventura Rd	Oxnard	CA	(805)382-2605
336203	Antelope Valley Restaurant Group L.L.C.	39340 10th Street W	Palmdale	CA	(1714661)- 813-7037 947-6500
354932	Antelope Valley Restaurant Group L.L.C.	38024 47th St E	Palmdale	CA	(661)878-8748
360098	Hilltop Ice Cream, LLC	2615 Middlefield Rd	Palo Alto	CA	(408650)- 431-5869 327-1636

PC #	Franchisee	Address	City	ST	Phone
337212	FAWBAR CORP.	16280 Paramount Blvd	Paramount	CA	(626)825-5726 602-8645
361385	Q & A Restaurants, Inc.	8524 Rosecrans Ave	Paramount	CA	(562)630-3863
360000	Best Desserts, Inc.	561 S. Lake Ave	Pasadena	CA	(818)429-1258 795-9356
360052	Coral Nest Inc	3657 E Foothill Blvd	Pasadena	CA	(818)451-5984 351-0411
338681	Steven M. & Lori L. Faries	1055 Sperry Ave	Patterson	CA	(209)604-1160 892-3131
357406	YEOBOSEYO, INC.	1820 N Perris Blvd	Perris	CA	(562)477-1281 943-7744
361042	SRM Desserts LLC	60 E Washington St	Petaluma	CA	(530)219-7791 763-3131
361367 338396	ICE GALAXY, INC. LI & LI	8648 Whittier 8750 Washington Blvd	Pico Rivera	CA	(949)439-0668 202-7247
338396 361367	LI & LI BSBCK Inc.	8750 Washington 8648 Whittier Blvd	Pico Rivera	CA	(626)466-7146 948-3431
336276	HSB Eateries, Inc.	2130 Railroad Avenue	Pittsburg	CA	(916)233-6666 439-9500
361197	T & Q Holdings LLC	4493 Century Blvd	Pittsburg	CA	(925)586-2112 778-2760
361269	P3Y, H AND Z LLC	104 E Yorba Linda Blvd	Placentia	CA	(714) 932-3071 528-3443
361049	Great Eagle Blue Fox Creamery LLC	4001 Santa Rita Rd	Pleasanton	CA	(510)708-2742 463-3161
358423	ABM Foods Inc	2047 Rancho Valley Dr	Pomona	CA	(714)851-5206 729-5019
355121	Jatinder Chopra and Parveen Chopra and Jasbir Manak	902 W Henderson Ave	Porterville	CA	(559) 901-8540 782-0031
346677	Phillip T. Guhl and Cynthia M. Guhl	13477 Poway Rd	Poway	CA	(858)486-3131
335550	Kulveer Kaur	10109 Folsom Blvd	Rancho Cordova	CA	(707)333-4447 364-0303
361195	Virgil D. Loken and Patricia A. Loken and James L. Loken	2246 Sunrise Blvd	Rancho Cordova	CA	(916)635-7150
361331	KARJ CREAM RC INC.	8786 19th St	Rancho Cucamonga	CA	(714)365-6989
332278	S&D N BOYS INC	7379 Milliken Ave	Rancho Cucamonga	CA	(909) 549-2699 481-1130
347873	Sweet Life Ice Cream Avenue, Inc.	9659 Milliken Ave	Rancho Cucamonga	CA	(909)997-0939 909-5777
361331	KARJ CREAM RC INC.	8786 19th St	Rancho Cucamonga	CA	(909)989-8055
362119	LARISSA CORPORATION Rock Salt Sweets, LLC	22461 Antonio Pkwy	Rancho Santa Margarita	CA	(323)304-7068 858-3311
361087	Antonio & Karen Rodriguez	333 S Main St	Red Bluff	CA	(530)529-0279
358034	Paresh Patel and Manishaben Patel	125 Lake Boulevard	Redding	CA	(415)632-9017 768-1521
360067	Jai Bakshi & Neena Bakshi	405a E State St	Redlands	CA	(909)792-4322
340238	Star & Crescent Foods, Inc.	4051 Inglewood Ave #104	Redondo Beach	CA	(310)679-5786
338560	Syncrasy	1501 El Camino Real	Redwood City	CA	(650)367-6388
360101	Aarna Enterprises, Inc.	2107 Roosevelt Ave	Redwood City	CA	(510)299-4601 365-0331
338560	Synerasy	1501 El Camino Real	Redwood City	CA	
353019	Shergill Investments Inc.	585 I St	Reedley	CA	(455)312-6320 638-3555
361326	GAAM, Inc.	7628 Reseda Blvd	Reseda	CA	(818)996-0383
360056	Guzler K Inc.	211 E Foothill Blvd	Rialto	CA	(951)217-6607 875-3333
351465	Dakota Andekin	501 N China Lake Blvd	Ridgecrest	CA	(760) 793-5385 384-3131
332053	Maddox Resources, Inc.	6333 Oakdale Rd	Riverbank	CA	(209)869-3131
361261	JAR Investment, Inc.	3760 Tyler St	Riverside	CA	(951)239-7926

PC #	Franchisee	Address	City	ST	Phone
338987	SRZ Enterprises, Inc.	7024 Magnolia Ave	Riverside	CA	(471951)-428-0039 682-3131
361261	JAR Investment, Inc.	3760 Tyler St	Riverside	CA	(951)687-4222
357195	VILASH & VILASH	5428 Crossings Dr	Rocklin	CA	(916)- 273- 0146624-3134
361071	Bobrow Ice Cream NAIS Food Services, Inc.	6585 Commerce Blvd	Rohnert Park	CA	(707)584-8594
360049	Hanh Truong	21d Peninsula Ctr	Rolling Hills	CA	(909310)-634-0239 544-5044
338501	LG Enterprise Corporation of California	3002 San Gabriel Blvd	Rosemead	CA	(471626)-442-5218 280-0066
332452	G & K Hershco, Inc.	6706 Stanford Ranch Rd #D1	Roseville	CA	(916)772-8646
362154 359838	Jay Darren Yanos and Donna Jean Yanos Yoven Inc.	5020 Foothills 8690 Sierra College Blvd	Roseville	CA	(916)771-0530
359838 362154	Yoven Inc. Jay Darren Yanos and Donna Jean Yanos	8690 Sierra College 5020 Foothills Blvd	Roseville	CA	(916)- 303- 3725782-3117
361175	7Sundaes LLC	606 W El Camino Ave	Sacramento	CA	(415) 510-9292
360095	Anna's Creamery, Inc	4500 Florin Rd	Sacramento	CA	(916) 402-4631
337298	G & K Hershco, Inc.	2101 Natomas Crossing Dr	Sacramento	CA	
361060	GAB Management, LLC	6375 Riverside Blvd	Sacramento	CA	(4916) 812-7628
333015	Healthy Living Enterprise Inc.	5648 Folsom Blvd	Sacramento	CA	(916)- 296- 0228450-9081
334721	Kwatras LLC	4355 Arden Way	Sacramento	CA	1916792- 6242(916)489-5833
336866	Noatak, LLC	8240 Calvine Rd	Sacramento	CA	(626916)-827- 0208525-1531
337298	G & K Hershco, Inc.	2101 Natomas Crossing Dr	Sacramento	CA	(916)928-1188
337480	Sabanegh, Inc	1441 Meadowview Rd	Sacramento	CA	(650916)-454- 6521399-8646
359301	VILASH & VILASH	3700 Crocker Dr	Sacramento	CA	(916)822-4099
360095	Anna's Creamery, Inc	4500 Florin Rd	Sacramento	CA	(916)422-8325
361059	Sheraz Enterprises	5359 Elkhorn Blvd	Sacramento	CA	(916)- 494- 2802331-3638
361060	GAB Management, LLC	6375 Riverside Blvd	Sacramento	CA	(916)393-1331
361062	Tasty Treat, Inc.	9197a Kiefer Blvd	Sacramento	CA	(1209916)-825- 0476366-0432
359301 361175	VILASH & VILASH 7Sundaes LLC	3700 Crocker Dr 606 W El Camino Ave	Sacramento	CA	(916)- 273- 0146921-6153
361176 360094	C&K 2020 LLC DANIEL'S FRANCHISE OPERATIONS, INC	196 E Laurel Dr 1100 S Main St	Salinas	CA	(831)- 809- 2413424-3203
360094 361176	DANIEL'S FRANCHISE OPERATIONS, INCC &K 2020 LLC	1100 S Main St 196 E Laurel Dr	Salinas	CA	(999831)-999- 9999757-6031
360030	Bruder Corp.	202 E. Highland Ave	San Bernardino	CA	(4818909)-597- 9354883-1881
361046	Shinjung Food Corporation	851 Cherry Ave	San Bruno	CA	(1650650)-678- 7168588-3960
360115	Phx San Carlos Inc.	1648 El Camino Real	San Carlos	CA	(925650)-864- 6374591-2114
360075 348425	Ambassador Investment Group Neilesh Enterprises, Inc.	4015 W. Point Loma Blvd 5575 Balboa Ave	San Diego	CA	(1858858)-549- 9439292-5600
350698	SNRS Enterprise LLC	10550 Craftsman Way	San Diego	CA	(858)673-4000
357321	Happy Desserts International	2810 El Cajon Blvd	San Diego	CA	(619)- 253- 2277255-8402
357894	Happy Desserts International	3077 Clairemont Dr	San Diego	CA	(619)- 253- 2277798-2073
361402 360075	Happy Desserts International Yozalri Billing & Management Inc.	8250 Mira Mesa 4015 W. Point Loma Blvd	San Diego	CA	(619)- 253- 2277222-2888

PC #	Franchisee	Address	City	ST	Phone
348425 361402	Neilesh Enterprises, Inc. Happy Desserts International	5575 Balboa Ave 8250 Mira Mesa Blvd	San Diego	CA	(858)566-4031
350698	SNRS Enterprise LLC	10550 Craftsman Way	San Diego	CA	(1858)336-0109
362130	SNRS Enterprise LLC	11495a Carmel Mountain Rd	San Diego	CA	(1858)858-336-0109 592-0031
363922	Happy Desserts International	780 Dennery Rd	San Diego	CA	(619)255-8765
362084	RSM786, Inc.	557 W Arrow Hwy	San Dimas	CA	(1626)909-260-0981 599-6369
360063	Entrepreneur Bros., Inc.	307 N Maclay Ave	San Fernando	CA	(818)361-5510
360007	BDKE Enterprises, Inc.	613 W Las Tunas Dr	San Gabriel	CA	(1310)626-962-1310 282-4069
360119 337109	3E SHEN ENTERPRISE MIEN AMAI INC	1137 S De Anza Blvd 430 W Capitol Expy	San Jose	CA	(408)-838-3897 224-2031
361021 337468	Aditya Holding CYGNUS LLC	1302 S Winchester Blvd 171 Branham Ln	San Jose	CA	(650)408-740-2316 224-7153
337468 348396	CYGNUS LLC Limon Sage, Inc.	171 Branham Ln 2663 Cropley Ave	San Jose	CA	(408)-583-7200 946-3800
354925	DGP GROUP INC	779 Story Rd	San Jose	CA	(408)669-326-9984 292-5161
360129 360117	FNAC Inc. Mahmood Hassan and Mariam Hassan	2467 Forest Ave 1105 S White Rd	San Jose	CA	(408)258-3600
360119	3E SHEN ENTERPRISE INC	1137 S De Anza Blvd	San Jose	CA	(408)255-2811
361180 360129	James Fan and Alice Fan FNAC Inc.	5647 Cottle Rd 2467 Forest Ave	San Jose	CA	(408)296-0707
360134	John E. Dattilo and Kimberly A. Dattilo MIEN AMAI TS INC	5353 Almaden Expy	San Jose	CA	(408)-927-8680 265-4321
348396 361021	Limon Sage, Inc. Aditya Holding LLC	2663 Cropley Ave 1302 S Winchester Blvd	San Jose	CA	(408)-324-4823 866-8885
360117 361054	Mahmood Hassan and Mariam Hassan WEUN CHAN INC.	1105 S White 2968 Aborn Square Rd	San Jose	CA	(408)223-0484
361158	Mahmood Hassan and Mariam Hassan	2303 Mckee Rd	San Jose	CA	(1408)408-718-2366 259-4131
337109 361180	MIEN AMAI INC TM IC COTTLE, LLC.	430 W Capitol Expy 5647 Cottle Rd	San Jose	CA	(408)-316-4015 224-3131
362153	MOCCA Investments, Inc.	1060 Willow St	San Jose	CA	(909)802-6273
361200	PK&A LLC	7040 Santa Teresa Blvd	San Jose	CA	(408)-748-4795 225-3100
361211	Samuel Tadiparti and Sohini Pakerla	6467 Almaden Expy	San Jose	CA	(1630)408-220-0450 927-7318
361054 362153	WEUN CHAN INC MOCCA Investments, Inc.	2968 Aborn Square Rd 1060 Willow St	San Jose	CA	(408)-316-4015 275-0131
360114	Paul M. Han	100 Pelton Center Way	San Leandro	CA	(510)-504-0820 352-0842
362093	Booza SM Inc.	730 Nordahl Rd	San Marcos	CA	(714)760-334-2015 489-0878
360136	Phx Legacy 2 Inc.	133 E Third Ave	San Mateo	CA	(925)650-864-6374 348-2454
362081	N&R Company, Inc.	1013 S Gaffey St	San Pedro	CA	(1310)310-977-3399 547-1809
361198	Ice Cream 72 LLC	2005 Crow Canyon Pl	San Ramon	CA	(925)-899-1305 830-0455
363281	CVICS Corp.	775 South Bethel Avenue	Sanger	CA	(559)-250-7511 399-3275
361270	Farshid & Carol Bahari	3605 S Bristol St	Santa Ana	CA	(714)979-9990
361291	Farshid & Carol Bahari	201 W 17th St	Santa Ana	CA	(1714)714-277-8119 541-0050
347180	Jennifer Fung	2800 N Main Place	Santa Ana	CA	(1808)227-4935
360064	Masud Ahmed & Shamima Ahmed	3611 1/2 State St	Santa Barbara	CA	(805)-218-4095 682-2296
361063	Miya (Jeong-Mee) Glasauer Tasty Treat Holdings LLC	2070 El Camino Real	Santa Clara	CA	(408)243-3131

PC #	Franchisee	Address	City	ST	Phone
351752	KRISDREW, INC.	26582 Bouquet Canyon Rd	Santa Clarita	CA	(661)297-2131
355435	Antelope Valley Restaurant Group L.L.C.	19221 Golden Valley Rd	Santa Clarita	CA	(714)661-813-7037 250-0031
359790	Antelope Valley Restaurant Group L.L.C.	16544 Soledad Canyon Road	Santa Clarita	CA	(714)661-813-7037 360-3005
351752	KRISDREW, INC.	26582 Bouquet Canyon Rd	Santa Clarita	CA	(702)757-7024
360015	Helen LaVerne Bohl	403 N Broadway	Santa Maria	CA	(805)- 466-3789 925-7870
355658	NOVIN FOOD CO.	2614 Pico Blvd	Santa Monica	CA	(310)424-877-8911 252-9359
360062	Vishal K. Mehta and Mona V. Mehta	318 E Main St	Santa Paula	CA	(805)- 850-8558 525-6558
361081 355060	Joseph R. Ritchey SGarman LLC	2700 Yulupa Ave 365 Coddington Ctr	Santa Rosa	CA	(707)- 480-1781 544-9516
355060 361081	Smith & Garman, LLC Joseph R. Ritchey	365 Coddington Ctr 2700 Yulupa Ave	Santa Rosa	CA	(707)- 239-9914 526-3931
354764	Apollo Santee LLC	9665 Mission Gorge Rd	Santee	CA	(262)619-337-2229 328-1531
330739	Harbhajan S. Dadwal & Harwinder K. Dadwal	1534d Fremont Blvd	Seaside	CA	(831)899-0103
362246	Mann Brothers Foods, Inc.	3330 Floral Ave	Selma	CA	(559)891-9031
362118 361296	KKJA, Inc. PINK SPOONZ INC	5145 1720 E Los Angeles Ave	Simi Valley	CA	(805)526-6377
361296 362118	Tariq Investment Corporation KKJA, Inc.	1720 5145 E Los Angeles Ave	Simi Valley	CA	(805)583-3331
354428	Sabiha&Sons LLC	9930 Atlantic Ave	South Gate	CA	(310)956-0555
360016	ICE CREAM IS FUN LLC	432 Fair Oaks Ave	South Pasadena	CA	(248)626-417-0020 799-8072
332282	Jeffrey W. Chappell & Joanne L. Chappell	6021 Pacific Ave	Stockton	CA	(209)952-2961
347613	LAAS Ventures, Inc.	10742 Trinity Pkwy	Stockton	CA	(209)472-0222
360145	Jeffrey W. Chappell & Joanne L. Chappell	2300 Pacific Ave	Stockton	CA	(209)464-2212
347613	LAAS Ventures, Inc.	10742 Trinity Pkwy	Stockton	CA	
361186	M&M Westlane, Inc	7908 West Ln	Stockton	CA	(209)- 224-1948 478-7731
335618	SNI CORPORATION	10941 Ventura Blvd	Studio City	CA	(213)818-364-1002 755-3255
361371 348073	J&Family Ice Cream Corp WHAT'S THE SCOOP, LLC	8329 Laurel Canyon Blvd 7956 Vineland Ave	Sun Valley	CA	(805)818-304-3419 764-3131
348073 361371	WHAT'S THE SCOOP, LLC J&Family Ice Cream Corp	7956 Vineland Ave 8329 Laurel Canyon Blvd	Sun Valley	CA	(818)- 203-3773 504-1040
362068	Asad & T Inc.	8700 Foothill Blvd	Sunland	CA	(818)- 765-7313 352-1955
357239	Antelope Valley Restaurant Group L.L.C.	13790 Foothill Blvd	Sylmar	CA	(714)818-813-7037 362-0118
361328	Behrouz E. Damavandi	6040 Reseda Blvd	Tarzana	CA	
336163	Phillip T. Guhl and Cynthia M. Guhl	26580 Ynez Rd. Unit C	Temecula	CA	(951)296-0432
357813	Apreet & Sonz Inc	2839 E Thousand Oaks Blvd	Thousand Oaks	CA	(805)- 607-8264 370-8870
364285	Apreet & Sonz Inc	1772p East Avenida De Los Arboles	Thousand Oaks	CA	(805)492-0042
361312	S & B FAMILY INC	10563 Riverside Dr	Toluca Lake	CA	(418)818-881-1655 753-8000
348609	AAN Enterprises, Inc.	3614 Pacific Coast Hwy	Torrance	CA	(310)375-3131
349302	PURPLE SPOON, INC.	2455 Sepulveda Blvd	Torrance	CA	(310)- 527-1483 320-1331
361299	Sean Lee	21113 Hawthorne Blvd	Torrance	CA	

PC #	Franchisee	Address	City	ST	Phone
359013	SFS Foods Inc	3564 Redondo Beach Bvd	Torrance	CA	(310)400-7014
361299	Sean Lee	21113 Hawthorne Blvd	Torrance	CA	(310)540-2016
330690	Ik Tera Hi Asra Incorporated	965 S Tracy Blvd	Tracy	CA	(416)209-519-8705 830-0900
339739	Jasbir S. Manak and Satwinder Kaur Manak	1543 Retherford St	Tulare	CA	(714)559-414-8123 685-5400
330711	Lajpaul K. Bhangu and Hirdepal S. Bhangu	1684 Countryside Dr #G-2	Turlock	CA	(420)209 656-8841
363348	Lsb Development, Inc.	13662-C Newport Avenue	Tustin	CA	(474)714-277-8119 669-9300
361058	Moni Babu LLC	514 E Perkins St	Ukiah	CA	(337)707-263-6801 234-8280
332462	HJR Management Inc.	32232 Dyer St	Union City	CA	(415)510-948-5578 471-3131
362069	Khov Corporation	870 E Foothill Blvd	Upland	CA	(909)909-425-0329 946-5161
361218 361039	7Shakes LDCO LLC	4021 Helen Power 812 Alamo Dr	Vacaville	CA	(415)707-510-9292 446-2440
361039 361218	LDCO 7Shakes LLC	812 Alamo 1021 Helen Power Dr	Vacaville	CA	(416)707-897-0023 446-3100
360108	Avneet Singh	1658 Tennessee St	Vallejo	CA	(707)707-557-5644 642-6464
360004 358513	A. S. Muzibur Rahman PESHAWARI ICE CREAM CORPORATION	45224 Vanowen St 7602 Balboa Blvd	Van Nuys	CA	(818)285-8664
358513 360004	PESHAWARI ICE CREAM CORPORATION A. S. Muzibur Rahman	7602 Balboa Blvd 15224 Vanowen St	Van Nuys	CA	(818)-799-6552 782-1187
361297	Tariq Investment Corporation	13315 Victory Blvd	Van Nuys	CA	(818)787-3382
360042	Poursalimi & Sons, Inc.	2853 E Main St	Ventura	CA	(805)648-4384
362070	Poursalimi & Sons, Inc.	1413 S Victoria Ave	Ventura	CA	(805)658-1481
339028	VMYK BRIC CORPORATION	12602 Amargosa Rd.	Victorville	CA	(562)760-440-2771 245-3131
355101	Khalsa Ice Cream	5125 W Goshen Ave	Visalia	CA	(559)747-2568
360092	Jatinder Chopra and Parveen Chopra and Jasbir Manak	1632 S Mooney Blvd	Visalia	CA	(559)-901-8540 734-5434
355101	Khalsa Ice Cream	5125 W Goshen Ave	Visalia	CA	
361075	Tulyag, LLC	3505 W Walnut Ave	Visalia	CA	(407)559-455-0908 734-8581
356061	Mir & Rizvi Inc.	550 Hacienda Drive Suite 102	Vista	CA	(760)630-1031
342036	Rama Patel and Rakshit Patel Tasty Treat Holdings LLC	1097 S. Green Valley Rd	Watsonville	CA	(831)536-5272
345690	ABM Foods Inc	1014 Plaza Dr	West Covina	CA	(909)626-740-4477 814-3131
360005	Downtown A & I Incorporated	410 S Glendora Ave	West Covina	CA	(495)626-522-3095 919-1244
361373	RSM786, Inc.	3620 Nogales St	West Covina	CA	(462)626-260-0981 913-2463
361339	786 ICE CREAM INC	6422 Platt Ave	West Hills	CA	(818)-384-9100 884-4789
362105	Maslure, Inc SSER 126 INC.	6731 Westminster Blvd	Westminster	CA	(714)379-9583
345581	Mirza Enterprise Inc	13435 Telegraph Rd	Whittier	CA	(562)944-0831
360079	Aue Enterprises, Inc.	15234 Whittier Blvd	Whittier	CA	(562)698-3435
362088	Kyung Kim and Kirion Kim	10820 Beverly Blvd	Whittier	CA	(818)562-360-0080 695-7911
345581	Q & A Restaurants, Inc.	13435 Telegraph Rd	Whittier	CA	(4714)-680-3559
332069	S & P Enterprises, LLC	301 Vann St	Williams	CA	(530)473-3247
358481	AMAFH ENTERPRISES	140 W Anaheim St	Wilmington	CA	(949)310-350-2266 935-2618
348158	JR Holdings, LLC	9075 Windsor Rd	Windsor	CA	(707)-490-7333 838-4872

PC #	Franchisee	Address	City	ST	Phone
339114	Manjit Ahluwalia	20165 Saticoy St	Winnetka	CA	(818)341-5050
361055	Dhillon Group, LLC	91 W. Court St	Woodland	CA	(530)662-0197
362167	SUNSHINE ENTERPRISES, INC.	5424 Topanga Canyon Blvd	Woodland Hills	CA	(818)- 521-0786 999-6480
361388	Q & A Restaurants, Mirza Enterprise Inc.	18322 Imperial Hwy	Yorba Linda	CA	(714)993-3132
335708	Her Family Enterprise LLC	885 Colusa Ave	Yuba City	CA	(916)530- 402-4631 671-2210
358805	Colorado Cones, Inc.	7645 W 88th Ave	Arvada	CO	(303)- 349-4623 420-0247
332338	Leaving Hand Prints, Inc.	1155 S Havana St	Aurora	CO	(303)- 917-8686 368-9000
353436	SALAM, INC.	14200 E Alameda Ave	Aurora	CO	(720)216-1136
361430	Leaving Hand Prints, Inc.	16861 E. Iliff Ave	Aurora	CO	(303)- 917-8686 755-2334
353436 331200	SALAM MIS ENTERPRISES, INC.	142001690 E Alameda Ave Cheyenne Mountain Blvd	Aurora Colorado Springs	CO	(720)719- 271-6095 576-3331
340428	AKA-BA, LLC	6048 Stetson Hill Blvd	Colorado Springs	CO	(419 6719)- 473-3207 572-0077
349188	Golden Pines, Inc.	1710 Briargate Blvd.	Colorado Springs	CO	(419 719)- 237-5266 265-8989
331200	MIS ENTERPRISES, INC.	1690 E Cheyenne Mountain Blvd	Colorado Springs	CO	
356609	SMJCOS Ltd	1343 Interquest Pkwy	Colorado Springs	CO	(719)- 641-9997 619-6983
360163	Sung Min Park	3865 E. Pikes Peak Ave	Colorado Springs	CO	(719)- 332-2376 597-7072
361429	Balerio Millet Desserts, Inc.	3944 E 120th Ave	Denver	CO	(720)872-8373
360148	Frozen Spoon CSTJ, LLC	32 Town Plaza	Durango	CO	(505 970)- 860-4854 247-1231
360167	I Scream for Ice Cream, LLC Millet Desserts, Inc.	28206 Highway 74	Evergreen	CO	(1303 303)- 674-8984 674-2537
363148	Cheyenne Desserts, Inc.	6130 Firestone Boulevard	Firestone	CO	(303)- 659-2954 776-0318
356597	Cool Cones, Inc.	2028 35th Ave	Greeley	CO	(970)330-3242
345235	J & J ENTERPRISES INC	3626 Highlands Ranch Pkwy	Highlands Ranch	CO	(303)- 478-2964 346-5955
361424	My Girls Ice Cream Inc.	6764 W Coal Mine Ave	Littleton	CO	(1303 303)- 916-2723 979-7613
358620	SLAM Desserts, Inc.	1844 Hover St	Longmont	CO	(303)- 659-2954 774-0310
351842	Love Desserts, Inc.	281 E 29th St	Loveland	CO	(303 970)- 659-2954 667-1208
362045	Parker, Inc.	10920 S. Parker Rd	Parker	CO	(1719 303)- 237-5266 841-1171
353643	Prutch Enterprises Dino Bites LLC	2704 S Prairie Ave	Pueblo	CO	(719)- 251-2672 696-9649
356544	Puccio Enterprises Summers Ice Cream LLC	922 E Hailey Lane	Pueblo West	CO	(719)- 251-2672 547-4344
364336	Love Desserts, Inc.	9874 Grant Street	Thornton	CO	(303)953-8447
361432	Balerio, Inc.	8424 Federal Blvd	Westminster	CO	(303)426-6191
360184	Desserts Only, Inc.	3912 Wadsworth Blvd	Wheat Ridge	CO	(303)422-4222
364137	CREATIVE CONES, INC.	455 East Main Street	Windsor	CO	(970)795-4008
361929	Rich & Creamy Ice Cream Parlor, Inc.	215 N Atlantic Ave	Daytona Beach	FL	(386)253-3131
331209	DK Foust LLC	91 Eglin Pkwy Ne	Fort Walton Beach	FL	(850)- 393-9385 302-0200
360835	Saraya Rouchon	205 Gulf Breeze Pkwy	Gulf Breeze	FL	(850)934-6958
360805	Morar Corporation	2106 S Florida Ave	Lakeland	FL	(863)688-4168
361925	CDDK FOUST LLC	4350 Bayou Blvd	Pensacola	FL	(850)- 393-9385 484-9000

PC #	Franchisee	Address	City	ST	Phone
358131	ANGRA DESSERTS, LLC	6132 9th St N	Saint Petersburg	FL	(518)727-361-1611 202-6990
363534	FURNAS DESSERTS LLC	2220 E. Brandon Blvd.	Valrico	FL	(518) 361-1611
360574	Cold JAM Ventures, Inc.	2335 Peachtree Rd Ne	Atlanta	GA	(678)404-938-1563 261-6215
348229	JCTW Ventures, LLC	2445 Airport Thruway	Columbus	GA	(1706)706-289-0464 507-3300
354229	V & S Investments, Inc.	2847 Battlefield Pkwy	Fort Oglethorpe	GA	(1423)706-762-6659 861-3131
354213	Rosmar Inc.	10800 Alpharetta Hwy	Roswell	GA	(770)299-1230
348415	31 AIKALIMA LLC	98-199 Kamehameha Highway	Aiea	HI	(808)488-0031
340716	31 AIKALIMA LLC	91-1001 Kaimalie St	Ewa Beach	HI	(808)689-4144
330469	31 AIKALIMA LLC	2100 Kanoelehua Ave D2	Hilo	HI	(808)959-3331
343836	A & D Pacific, Inc.	930 Valkenburgh St	Honolulu	HI	(808)421-0888
348547	31 AIKALIMA LLC	1620 N School St	Honolulu	HI	(808)847-3131
348657	31 AIKALIMA LLC	2255 Kalakaua Avenue	Honolulu	HI	(808)931-8831
363455	31 AIKALIMA LLC	820 W Hind Dr	Honolulu	HI	
343836	A & D Pacific, Inc.	930 Valkenburgh St	Honolulu	HI	(808) 306-4805
362037	A & D Pacific, Inc.	1618 S. King St	Honolulu	HI	(1808)808-306-4805 947-7300
363455	31 AIKALIMA LLC	820 W Hind Dr	Honolulu	HI	(808)377-5717
330792	31 AIKALIMA LLC	70 E Kaahumanu Ave	Kahului	HI	(808)873-0331
348162	Omar S. Dy and Jane Go Averia	108 Hekili Street	Kailua	HI	(808)306-4805 261-2770
362034	Brooke Cho Incorporated	45-480 Kaneohe Bay Dr	Kaneohe	HI	1808778-2339 (808)247-7131
362036	Delta Yankee Pacific, Inc.	590 Farrington Hwy	Kapolei	HI	(808)674-0131
363777	31 AIKALIMA LLC	91-5431 Kapolei Parkway Space 418	Kapolei	HI	(808)670-2797
362036	Delta Yankee Pacific, Inc.	590 Farrington Hwy	Kapolei	HI	(1808) 306-4805
342350	A & D Pacific, Inc.	95-1249 Meheula Parkway	Mililani	HI	(808)306-4805 623-9999
330601	31 AIKALIMA LLC	87-2070 Farrington Hwy	Waianae	HI	(808)668-5104
342900	31 AIKALIMA LLC	94673 Kupuohi St	Waipahu	HI	(808)671-7775
362029	31 AIKALIMA LLC	94-799 Lumiaina St	Waipahu	HI	(808)676-6047
364449	Blissful Scoops, LLC	1510 N Ankeny Blvd	Ankeny	IA	(515)349-6675
360372	CRS Enterprises, Inc.	7666 Hickman Rd	Windsor Heights	IA	(515)276-5227
360752	KKS & BMB, Inc.	245 E Appleway Ave	Coeur D Alene	ID	(208)667-0031
361103	Dennis G. Westerberg and Janet H. Westerberg	1253 E 17th St	Idaho Falls	ID	(208)524-3131
350772	8 Krazee Scoops, Inc.	1394 W Chinden Blvd	Meridian	ID	(360) 903-9582
363460	BOLDT ENTERPRISES - FAIRVIEW LLC	1890 E Fairview Ave	Meridian	ID	(360)208-903-9582 639-1806
359334	Boldt Enterprises - Nampa LLC	337 Caldwell Blvd	Nampa	ID	(208)467-3103
360755	Tse Enterprises, LLC	677 Blue Lakes Blvd N	Twin Falls	ID	(208)733-6555
361229	MARUTI LLC	15 S Randall Rd	Algonquin	IL	(1630)847-209-3025 854-3131
361238	AJIT CORP.	171 E North Ave	Glendale Heights	IL	(847)630-882-7202 682-1107
348766	Success In Sweet, Inc.	119 Yorktown Ctr	Lombard	IL	(1630)630-627-9070 620-9345
360321	Auhm Hari, Inc.	1344 Shermer Rd	Northbrook	IL	(847)498-4343
360322	Bing Icecream, Inc.	2579 N Mulford Rd	Rockford	IL	(815)877-8646
361543	Bing Icecream, Inc.	4180 Newburg Rd	Rockford	IL	(815)-540-5488 397-6598
352717	MNG COOL CONCEPTS II INC.	106 Chatham Rd	Springfield	IL	(217)-741-4125 670-1111

PC #	Franchisee	Address	City	ST	Phone
362177	MNG Cool Concepts, Inc.	1700 S Macarthur Blvd	Springfield	IL	(217) 741-4125 528-3131
331202	H & Y Corporation	2336 E 116th St	Carmel	IN	(317)844-1971
361701	Blu Moo Ice Cream Inc.	1280 Us Highway 31 N	Greenwood	IN	(317)903-9384
348647	Blu Moo Ice Cream Inc.	2201 E 62nd St	Indianapolis	IN	(317)903-9384
347659	H & Y Corporation	1337 W 86th St	Indianapolis	IN	(317)259-8888
345328	Bellwinart, Inc. JSXB HOSPITALITY LLC	3308 N Wheeling Ave	Muncie	IN	(476) 765 717-3886289-9969
347878	K & T Greene, Inc.	85 S. Fruitridge Ave	Terre Haute	IN	(481) 2812 249-2533232-5200
357053	TOMMY'S PROPERTIES, L.L.C.	2505 Fleming St	Garden City	KS	(481) 7620 573-4265276-3594
362401	TOMMY'S PROPERTIES, L.L.C.	1521 E. Fulton St	Garden City	KS	(481) 7620 573-4265275-9794
361475	Peggy Heldstab Kansas Scoops LLC	1012 W 6th St	Junction City	KS	(478) 785 762-4655
354303	AAS Ventures, LLC	320 N 3rd St	Manhattan	KS	(785)537-3136
360232	Kenzlo LLC	5425 Johnson Dr	Mission	KS	(913) 548-6566 262-3151
362303	Anil LLC	11912 S. Strang Line Rd	Olathe	KS	(413) 913 638-3372764-0031
352968	Anil LLC	11528 W 95th St	Overland Park	KS	(413) 913 638-3372599-0031
355875	Silver Star LLC	12021 Metcalf Avenue	Overland Park	KS	(913)701-6800
350429	Shining Petroleum LLC	18094 Sw Vera Frontage Rd	Paxico	KS	(785)636-8488
358727	TOMMY'S PROPERTIES, L.L.C.	1887 Highway 83	Sublette	KS	(481) 7620 573-4265675-8602
360245	Shortman Enterprises, Inc.	4400 Sw 21st St	Topeka	KS	(478) 785 379-8821271-6802
361467	Shortman Enterprises, Inc.	2837 Se California Ave	Topeka	KS	(478) 785 379-8821267-1144
348398	WICHITA ICE CREAM, LLC	2126 N Webb Rd	Wichita	KS	
357059	WICHITA ICE CREAM, LLC	8918 W 21st St N	Wichita	KS	
348559	Sun Ventures, Inc.	3500 Winchester Ave	Ashland	KY	(606)324-0031
362294	THE PAR II, LLC	228 N 3rd St	Bardstown	KY	(502)349-0993
346515 362531	Syspence, Inc. A Sweet Deal, LLC	545 Campbellsville 1542 U.S. 31 West Bypass	Campbellsville Bowling Green	KY	(427) 270 403-4440781-5684
360567	CAN Limited Liability Company	464 W Main Street	Danville	KY	(859) 324-0900 236-4175
343763	A & A GREEN, LLC	4971 Dixie Hwy	Elizabethtown	KY	(270) 304-8953 234-8831
360554	R & A GREEN, LLC	910 N Dixie Ave	Elizabethtown	KY	(270) 304-8033 765-5955
360558	Hung Phi Tran	1303 Us Highway 127 S	Frankfort	KY	(502)223-0665
336738	The Thompson's Five, LLC	115 N Locust Hill Dr	Lexington	KY	(489) 859 396-8907266-9305
349902	The Thompson's Five, LLC	3061 Fieldstone Way	Lexington	KY	(489) 859 396-8907278-8821
360540	The Thompson's Five, LLC	3383 Bates Creek Pke	Lexington	KY	(489) 859 396-8907269-0031
361723	Sun Ventures, Inc.	52 Falls Creek Dr	Louisa	KY	(606)638-9999
361711	Cones R Us, Inc.	10264 Shelbyville Rd	Louisville	KY	
353400	Naik's LLC	12418 La Grange Rd	Louisville	KY	(481) 502 319-2889290-1117
360560	Naik's LLC	3959 Taylorsville Rd	Louisville	KY	(481) 502 319-2889458-8243
361711	Cones R Us, Inc.	10264 Shelbyville Rd	Louisville	KY	(502)244-6883
357765	THE PAR II, LLC	202 Wayne Dr	Richmond	KY	(859)353-8545

PC #	Franchisee	Address	City	ST	Phone
361714	KT Hospitality LLC	3620 S Highway 27/Unit 1	Somerset	KY	(606)679-5975
348734	AVONDALE INVESTMENTS, L.L.C.	2900 Highway 90	Avondale	LA	(504) 366-2413
360957	William J. Dubois BUJE, LLC	234 Main St	Baker	LA	(225)775-3131
353282	Shree Dattatreya, LLC	216 Lee Dr	Baton Rouge	LA	(225)225-252- 4354663-2557
360921	William J. Dubois	11222 Florida Blvd	Baton Rouge	LA	(225)275-3131
360944	William J. Dubois	1839 Staring Ln	Baton Rouge	LA	(225)769-3160
346482	Marta & Al Pertuz, LLC	2628 Beene Blvd	Bossier City	LA	(431)8318-573- 4424752-0080
360939	RAY-RILEY LLC	2202 W Thomas St	Hammond	LA	(985)-640- 4086542-0525
347924	PETERSEN CARTEL LLC	301 Bayou Garden Blvd	Houma	LA	(985)985-209- 2802876-6004
360951	JGS Enterprises, Inc.	3600 Williams Blvd	Kenner	LA	(504)443-1695
360958	CAJUN SCOOPS, LLC	4807 Johnston St	Lafayette	LA	(337)981-5531
332785	A.J. Davis, Inc.	4350 Hwy 22	Mandeville	LA	(985)-234- 9192727-1931
360945	AAISAKREEM, LLC	5013 Lapalco Blvd	Marrero	LA	(504)-452- 3443341-9831
360928	FMGA, L.L.C.	739 Veterans Memorial Blvd	Metairie	LA	(504)504-957- 6457831-4086
360938	ONE SCOOP UP LLC	1104 E Main St	New Iberia	LA	(337)-967- 4541367-3531
360930 348513	AAISAKREEM, LLC THE L & B CORPORATION OF NEW ORLEANS	706 S Carrollton 5961 Bullard Ave	New Orleans	LA	(504)-452- 3443246-7035
352023	FMGA, L.L.C.	406 N Carrollton Ave	New Orleans	LA	(504)504-957- 6457485-6500
348513 360930	THE L & B CORPORATION OF NEW ORLEANS AAISAKREEM, LLC	5961 Bullard 706 S Carrollton Ave	New Orleans	LA	(504)504-250- 9885861-3342
364625	Shree Dattatreya, LLC	17066 Airline Highway	Prairieville	LA	(225)677-6302
347181	Marta & Al Pertuz, LLC	7503 Youree Dr	Shreveport	LA	(431)8318-573- 4424798-2229
354750	Marta & Al Pertuz, LLC	855 Pierremont Rd	Shreveport	LA	(431)8318-573- 4424716-1181
364277	Marta & Al Pertuz, LLC	9462 Ellerbe Road	Shreveport	LA	(318)670-7254
330824	Coy Fauchaux Jr.	1597 Gause Blvd	Slidell	LA	(985)641-3131
360934	AAISAKREEM, LLC	700 Terry Pkwy	Terrytown	LA	(504)504-957- 6457264-7300
359385	BP SCOOPS & SMILES LLC	2400 N 7th St	West Monroe	LA	(850)318-368- 9477855-1471
361502	OM-Posaria Inc.	8802 Belair Rd	Baltimore	MD	(866)-861-7214
360270	Temitope Properties L.L.C.	2310 E Joppa Rd	Baltimore	MD	(917)410-342- 5952668-0142
361502	OM-Posaria Inc.	8802 Belair Rd	Baltimore	MD	(410)256-7710
361492	F & MG, LLC	11601 Beltsville Dr	Beltsville	MD	(301)-254- 4522572-5533
361493	LAWNN MD INC.	8813 Branch Ave	Clinton	MD	(301)856-0031
364075	DANISH INCORPORATED	19316 Montgomery Village Avenue	Gaithersburg	MD	(240)720-6717
361224	lawnn inc.	6000 Greenbelt Rd	Greenbelt	MD	(301)345-0550
360253	F & MG, LLC	3004 Hamilton St	Hyattsville	MD	(301)-254- 4522559-7979
360256	Krishana Corporation	10592b Metropolitan Ave	Kensington	MD	(301)942-1998
347034	Temitope Properties L.L.C.	1504 York Rd	Lutherville	MD	(917)410-342- 5952828-5511
363964	Daanish Inc.	1079 Seven Locks Road	Rockville	MD	(301)983-2300
360416	PSN INVESTMENT GROUP, INC	7205 Allen Rd	Allen Park	MI	(248)313-522- 6022928-3131

PC #	Franchisee	Address	City	ST	Phone
360412	SCOOPS & SMILE INC	1952 W Stadium Blvd	Ann Arbor	MI	(248)734-390-4966 332-3493
360432	Kateo , True Scoops LLC	801 N Euclid Ave	Bay City	MI	(989)686-3080
361642	CHIFY BUSINESSES LLC	36590 Garfield Rd	Clinton Township	MI	(313)586-820-5836 792-1870
359062	T&A TREATS LLC	1595 W Lake Lansing Rd	East Lansing	MI	(517) 775-5009 657-7620
364736	T&A TREATS LLC	619 North Marketplace Boulevard	Lansing	MI	(517)731-6958
360440	BUCHANAN-MILES LLC	17138 Farmington Rd	Livonia	MI	(248)734-427-1903 425-4860
357895	T&A TREATS LLC	1917 W Grand River Ave	Okemos	MI	(517) 898-5599 898-2260
360447	HARI ICE CREAM LLC	2979 E Big Beaver Rd	Troy	MI	(734)248-353-1094 689-8509
360427	DGARZA ENTERPRISES, LLC	11560 E 12 Mile Rd	Warren	MI	(686)586-321-9555 751-3311
354761	Shining Petroleum LLC	202 E Us Highway 40	Bates City	MO	(816)625-3308
336989	Nam Ho Development LLC	1518 Bob Griffin Road	Cameron	MO	(816)726-4584
362625	BCAW Enterprises, LLC	1704 Broadway St	Cape Girardeau	MO	(573) 776-6806 290-0022
359324	USA Investments, LLC	402 E Business Us 60	Dexter	MO	(573)757-5715
362256	BCAW Enterprises, LLC	820 N Highway 67	Florissant	MO	(573)314-429-2091 839-7777
363079	USA Investments, LLC	281 State Highway O	Holland	MO	(1901)853-0709
353985	Jay Jogni Dola LLC	4486 S Noland Rd	Independence	MO	(816)304-2670
351389	R.P.R. Enterprises, Inc.	2110 Independence Center	Independence	MO	(816)795-8111
353985	Jay Jogni Dola LLC	4486 S Noland Rd	Independence	MO	(816)350-0131
353736	R.P.R. Enterprises, Inc.	101 W 63rd St	Kansas City	MO	(816)523-3530
356523	Umiya of KC, LLC	5243 N Antioch Rd	Kansas City	MO	(816)454-0100
360513	Shri Laxmi, Inc.	9842 Clayton Rd	Ladue	MO	(314)997-5755
362299	M&S Desserts Inc	348 Southwest Blue Parkway	Lees Summit	MO	(816)246-8082
347916	TIRTH OM LLC	118 N Conistor St	Liberty	MO	(480)816-972-3165 781-1031
362262	BCAW Enterprises, LLC	512 S Main	O Fallon	MO	(573)636-776-6806 379-2039
354936	D.O.C. Restaurants of Southeast Missouri, LC	1112 W Pine St	Poplar Bluff	MO	(573) 776-6806 727-9818
359302	Nouman, LLC	503 E Walnut St	Raymore	MO	(1913)261-9226
336916	Delivering Happiness, LLC	2301 North Belt Hwy	Saint Joseph	MO	(816) 262-3488 232-3100
360523	Shandad, LLC	11730 Baptist Church Rd	Saint Louis	MO	(1314)314-566-8189 843-6438
359337	Tiger Food Mart LLC	60256 Hatley Rd	Amory	MS	(662)662-844-1624 597-2566
359530	JOYRICKY LLC	1200 N 2nd St	Booneville	MS	(662)596-3051
348387 348490	AKSHARNATH , Sunny Shell LLC	645 Holly Bush Rd 1291 W. Government St	Brandon	MS	(1601)601-572-5702 824-2461
353762	J & R INTERNATIONAL XIII, LLC	1911 Highway 471	Brandon	MS	(1601)540-2624
357146	PPG INC	1032 Highway 471	Brandon	MS	(1601)769-665-9090 241-5830
348490	Sunny Shell LLC	1291 W. Government St	Brandon	MS	(1601)951-0532
344376	O & S, LLC	525 Highway 309 S	Byhalia	MS	1901 585-9275(662)838-3004
359216	Pacific Petroleum LLC	3278 Hwy 309 N	Byhalia	MS	1662 890-6194(662)893-0640
358100	Hare Krishna Byram LLC	7360 S Siwell Rd	Byram	MS	(1601)769-622-4106 251-0651

PC #	Franchisee	Address	City	ST	Phone
354928	A.N.G.S. Group, Inc.	502 Highway 16 E	Carthage	MS	(601)898-8399 267-5888
332219	Lipscomb Oil Co., Inc.	300 N. Davis Ave	Cleveland	MS	(662)843-6220
347352	MOTI 2 LLC #N/A	101 Johnston Pl	Clinton	MS	(262)601-215-4025 925-0747
363853	MQM PROPERTIES LLC #N/A	1483 Highway 306	Coldwater	MS	(203)662-943-9233 460-2081
359508	Haribhakt Inc	2121 Highway 45 N	Columbus	MS	(662)662-603-4520 798-0497
362621	Como Travel Center, LLC	591 E Oak St	Como	MS	(601)662-497-0662 526-0309
363165	VNR Unity Inc	1709 N Harper Rd	Corinth	MS	(662)662-603-4520 287-7731
349004	Treats-N-More, LLC	153 Ridgeway Rd	Flowood	MS	(601)919-1074
356446	A.N.G.S. Group, Inc.	5657 Highway 25	Flowood	MS	(601)601-898-8399 19-9736
349004	Treats N-More, LLC	153 Ridgeway Rd	Flowood	MS	(601)919-1074
354924	Bill's Food Mart, Inc.	5341 Highway 178 W	Fulton	MS	(662)662-862-9998
355502	Sayle Oil Company, Inc. BROYLES HOSPITALITY, LLC	2030 Sunset Dr	Grenada	MS	(662)662-647-5802 226-5252
360927	Om Shiv, LLC	3720 Hardy St	Hattiesburg	MS	(601) 342-6470 264-8989
362652	AMBICA, INC.	28078 Highway 28	Hazlehurst	MS	(601)540-2624
363214	Fabulous Flavors, Inc.	3515 Goodman Rd W	Horn Lake	MS	(662)510-8204
349438	Jannat Food Mart LLC	587 Beasley Rd	Jackson	MS	(601)321-9030
350585	#N/A	123 W Northside Dr	Jackson	MS	(860)335-0306
352239	#N/A	5701 Medgar Evers Blvd	Jackson	MS	
341198	Dickerson Petroleum, Inc.	98 Veteran'S Blvd	Kosciusko	MS	(662)289-1288
357244 354056	A&M JABA LLC	179 Grandview Blvd 1054 Gluckstadt Rd	Madison	MS	1601415-5169 (601)573-2569
354056 357244	JABA Thirty One on Grand, LLC	1054 Gluckstadt Rd 179 Grandview Blvd	Madison	MS	(601)601-238-5918 898-8322
356540	Chill Factory, LLC	1810 Delaware Ave	Mccomb	MS	(601)601-249-7682 324-3315
352798	TwelveTwo Inc. MEENA 1959 LLC	2526 North Hills St	Meridian	MS	(601)601-479-4091 286-5773
341137	Sayle Oil Company, Inc. BROYLES HOSPITALITY, LLC	239 Highway 30 West	New Albany	MS	(662)534-3728
341369	Sayle Oil Company, Inc. BROYLES HOSPITALITY, LLC	28575 Highway 32	Oakland	MS	(662)623-5133
341992	ADDY AND ANA INC.	4805 Bethel Rd	Olive Branch	MS	(901)662-335-7159 890-9216
347015	Sai Lila, LLC	8120 Camp Creek Blvd	Olive Branch	MS	(321)662-505-0449 893-1231
344321	Oxford Junction, LLC	Hwy 7 South	Oxford	MS	(662)513-0156
355715	A.N.G.S. Group, Inc.	850 East Main Street	Philadelphia	MS	(601)601-898-8399 389-8015
344368	Dickerson Petroleum, Inc.	4850 Hwy 17	Pickens	MS	(662)472-2674
358111	Ish & Jas, LLC	721 Rice Rd	Ridgeland	MS	(601)622-8458
360896	M & S Desai, LLC	1910 E County Line Rd	Ridgeland	MS	(601)957-3444
342949	Fabulous Flavors, Inc. SRI SAI KRUPA INC	7075 Malco Blvd	Southaven	MS	(662)349-4431
335944	OM NAMAH SHIVAYA LLC	868 Highway 12 W	Starkville	MS	(551)662-235-5850 323-3108
363789	45 TRAVEL CENTER, LLC	136 College Ave	Tupelo	MS	(901)351-9319
335553	A - Squared Enterprises, LLC	836 Harmony Ln	Tupelo	MS	(662)662-790-3698 844-3137
360875	A - Squared Enterprises, LLC	1011 West Main St	Tupelo	MS	(662)662-790-3698 844-3144

PC #	Franchisee	Address	City	ST	Phone
363789	45 TRAVEL CENTER, LLC	136 College Ave	Tupelo	MS	
352985	ESHANI LLC	4209 Clay St	Vicksburg	MS	(460)601-859-1686 456-4869
332489	Sayle Oil Company, Inc. BROYLES HOSPITALITY, LLC	Highway 75 & Highway 3231 Frostland Drive	Water Valley	MS	(601)473-2222
337982	Starkville Express Inc. #N/A	1140 Highway 45 S	West Point	MS	(662)494-8183
336761	LWW, Inc. Shaw LLC	405 Main St	Billings	MT	(406)252-7767
356724	LWW, Inc. Shaw LLC	308 6th Ave N	Billings	MT	(406)534-1244
361615	LWW, Inc. Shaw LLC	111 S. 24th St W	Billings	MT	(406)406-534-1244 652-1351
361860	Stephen A. Hughes & Stacy B. Hughes	649 W Idaho St	Kalispell	MT	(406)755-3132
361616	GLACIER SWEETS, LLC	1880 Brooks St	Missoula	MT	(406)- 274- 3803542-2731
360971	Glace International Inc.	1850 Skibo Rd	Fayetteville	NC	(252)910-321-7921 864-3131
347641	Glace International Inc.	1885 Firetower Rd	Greenville	NC	(252)252-321-7921 321-7407
360973	Sun MB, LLC	3809 Oleander Dr	Wilmington	NC	(484)910-333-4788 791-7192
362407	Cornhusker C-Stores, Inc.	1904 N Diers Ave	Grand Island	NE	(308)381-7222
332208	TA Operating LLC	4700 S. Lincoln Ave	York	NE	(402)362-2902
360156 364354	ABQ Vanilla, KEV'S CREAM COMPANY LLC	11052 Montgomery Blvd Ne 55 Delsea Drive	Albuquerque Glassboro	NM NJ	(505)856-239-8995 307-0000
361414 337494	ABQ Vanilla, LLC Sullins Development Corporation	3515 San Mateo Blvd Ne 5241 Ouray Rd Nw #C	Albuquerque	NM	(505)- 270- 5283831-3831
362057 345169	FTC, LLC Sullins Development Corporation	8400 Menaul Blvd 300 San Pedro Ne Ste E	Albuquerque	NM	(505)505-228-7014 480-7581
345326	ICE CRM Scoops, LLC	3410 State Highway 528 Nw	Albuquerque	NM	(505)- 440- 7251899-2860
356251	ICE CRM Scoops, LLC	3715 Las Estancias Ct Sw	Albuquerque	NM	(505)- 440- 7251873-1231
360152	IceCRM Cones, LLC	2201 Central Ave Nw	Albuquerque	NM	(505)- 440- 7251843-6390
337494 360156	Sullins Development Corporation ABQ Vanilla, LLC	5241 Ouray Rd Nw #C 11052 Montgomery Blvd Ne	Albuquerque	NM	(505)294-5756
345169 361411	Sullins Development Corporation ABQ Vanilla, LLC	3003515 San Pedro Mateo Blvd Ne	Albuquerque	NM	(505)884-7083
362057	FTC, LLC	8400 Menaul Blvd Ne Ste E	Albuquerque	NM	(505)294-3101
360157	Sweet Treats, LLC	3030 E Main St	Farmington	NM	(505)505-334-3371 327-3140
345909	TRULYDOOLEY, INC.	1205 E Highway 66	Gallup	NM	(505)- 259- 4157722-5445
360151	Albert S. Albo	1492 Missouri Ave	Las Cruces	NM	(505)575 521-3100
361419	FLAVORS GALORE, LLC.	3457 Highway 47	Los Lunas	NM	(505)- 410- 7078865-7654
353785	Serna's Scoopers, LLC	2345 Southern Blvd Se	Rio Rancho	NM	(505)505-228-7014 994-3057
334770	Richard C. Serna	4056 Cerrillos Rd	Santa Fe	NM	(505)505-228-7014 474-3131
355721	Richard C. Serna	556 N Guadalupe St	Santa Fe	NM	(505)505-228-7014 820-3131
361409	Sarah Quintana Scoops of Joy, LLC	1841 Cerrillos Rd	Santa Fe	NM	(505)982-9031
361416	Stemax, Inc.	717 Paseo Del Pueblo Sur	Taos	NM	(575)758-0031
361222	Balwinderjit Kaur	3947 S. Carson St	Carson City	NV	(775)775-790-3435 885-8830

PC #	Franchisee	Address	City	ST	Phone
356105	4J&M Foods LLC	2300 Paseo Verde Parkway	Henderson	NV	
310419	Flattco Holdings Sunset LLC	4640 E Sunset Rd	Henderson	NV	(702)702-379-7133 458-1108
361873	H & H Holloway, Inc.	510 S Boulder Hwy	Henderson	NV	
335473	PENNY ICE CREAM, LLC	10604 S Eastern Ave	Henderson	NV	(702)-769-9304 896-5674
<u>356105</u>	<u>4J&M Foods LLC</u>	<u>2300 Paseo Verde Parkway</u>	<u>Henderson</u>	<u>NV</u>	<u>(702)489-4281</u>
<u>361873</u>	<u>H & H Holloway, Inc.</u>	<u>510 S Boulder Hwy</u>	<u>Henderson</u>	<u>NV</u>	<u>(702)564-7482</u>
361870 <u>330698</u>	Debra A. Soares and Joao V. Soares <u>JMS ENTERPRISE INC.</u>	4860 S Eastern <u>9151 W Sahara Ave</u>	Las Vegas	NV	<u>(702)256-8831</u>
361214 <u>342370</u>	FLATTCO HOLDINGS <u>SJ Fun Park LLC</u>	4420 E Charleston Blvd <u>6454 Sky Pointe Dr</u>	Las Vegas	NV	<u>(702)880-8801</u>
346484	G&G Ice, LLC	4360 Blue Diamond Rd	Las Vegas	NV	(702)702-248-6490 269-0091
330698 <u>347634</u>	JMS ENTERPRISE INC. <u>Steven Kwan and David Favy Kwan</u>	9151 <u>4500 W Sahara Tropicana Ave</u>	Las Vegas	NV	(928)702-266-0628 365-7111
361874 <u>356059</u>	PENELOPE <u>ICE CREAM, LLC</u>	3301 S Jones Blvd <u>9765 West Flamingo Rd</u>	Las Vegas	NV	(702)-769-9304 823-5156
358938	PENELOPE CREAM, LLC	10650 Southern Highlands Pkwy	Las Vegas	NV	(702)-769-9304 269-6190
356059	PENELOPE ICE CREAM, LLC	9765 West Flamingo Rd	Las Vegas	NV	(702)-769-9304
359651	PENNY CREAM LLC	9770 S Maryland Parkway	Las Vegas	NV	(702)725-769-9304 204-1112
347634 <u>361214</u>	Steven Kwan and David Favy Kwan <u>FLATTCO HOLDINGS, LLC</u>	4500 W Tropicana Ave <u>4420 E Charleston Blvd</u>	Las Vegas	NV	(702)702-234-1746 459-6925
342370 <u>361223</u>	SUMON L.L.C. <u>SJ Fun Park LLC</u>	6454 Sky Pointe Dr <u>4906 W Lone Mountain Rd #A105</u>	Las Vegas	NV	(702)-228-3600 655-8834
361223 <u>361870</u>	SUMON L.L.C. <u>Debra A. Soares and Joao V. Soares</u>	4906 W Lone Mountain Rd #A105 <u>4860 S Eastern Ave</u>	Las Vegas	NV	(702)-228-3600 451-4976
<u>361871</u>	<u>PENELOPE 31, LLC</u>	<u>3301 S Jones Blvd</u>	<u>Las Vegas</u>	<u>NV</u>	<u>(702)362-3177</u>
352260	JMS ENTERPRISE INC.	5515 Camino Al Norte	North Las Vegas	NV	(928)702-266-0628 910-3131
356543	AAA Incorporated	395 E Plumb Lane	Reno	NV	(775)775-223-1759 502-3535
362158	AAA Incorporated	2875 Northtowne Ln	Reno	NV	(775)-223-1759
361216	Drumheller, Inc.	5150 Mae Anne Ave	Reno	NV	<u>(775)746-9344</u>
330685 <u>362158</u>	SUGARCOATED VENTURES 2, L.L.C. <u>AAA Incorporated</u>	18120 Wedge Pkwy <u>2875 Northtowne Ln</u>	Reno	NV	(775)775-342-5121 355-0888
347880	AAA Incorporated	1145 N Mccarran Blvd	Sparks	NV	(775)775-223-1759 359-3555
356811	SUGARCOATED VENTURES L.L.C.	2483 Wingfield Hills Rd	Sparks	NV	(775)775-342-5121 354-0163
361772	Golden Touch Ice Cream Inc.	4597 Sunrise Hwy	Bohemia	NY	(718)631-767-7718 589-7896
361792	Flatlands Ice Cream, Inc.	1112 Flatlands Ave	Brooklyn	NY	
335504	ADP Scoop, LLC	166 New Hyde Park Rd	Franklin Square	NY	<u>(516)616-4075</u>
359064	Bapa Chambers Rd Ice Cream LLC	3317 Chambers Rd	Horseheads	NY	<u>(607)398-2088</u>
360643	SWEET TOOTH WORLD INC	170 E Park Ave	Long Beach	NY	(347)516-740-3997 889-6950
360648	SWEET TOOTH WORLD INC	1596 Hillside Ave	New Hyde Park	NY	(347)516-740-3997 354-9039
361784	Tortside Treats, Inc.	834c Fort Salonga Rd	Northport	NY	<u>(631)757-3615</u>
359194	Bapa Painted Post Plaza Ice Cream LLC	125 Victory Highway	Painted Post	NY	(585)607-322-2851 684-6241

PC #	Franchisee	Address	City	ST	Phone
360654	Kelton W.J. Corporation	923 Port Washington Blvd	Port Washington	NY	(516)883-1870
342419	SHAKER ICE CREAM, LLC	16969 Chagrin Blvd	Cleveland	OH	(440)216-638-9225 491-0611
360449	Princess Enterprises, LLC	4015 Secor Rd	Toledo	OH	(419)419-271-4602 472-1000
364393	Basil LLC	12190 South Waco Avenue	Glenpool	OK	(918)528-5697
363569	Littlefield Retail Group, Inc.	1328 S Main St	Muldrow	OK	
347250	A SCOOP 4 ALL, LLC	7502 N May Ave	Oklahoma City	OK	(404)405-860-0221 418-4191
362484	N-Ice Cream Enterprises, Inc.	12802 E 86th St N	Owasso	OK	(918)918-231-7419 376-4433
339276	Kat's Ice Cream, LLC	9210 S Sheridan Rd	Tulsa	OK	(918)918-508-3632 477-7031
361842	YOFSEL INCORPORATED	18605 Sw Farmington Rd	Aloha	OR	(503)259-3301
332182	Hung Sam Joo and Jung Eon Joo	16015 Sw Walker Rd	Beaverton	OR	(503)690-8469
361910	FRANCHISE EBROKER MORGAN HOMETOWN ICECREAM LLC	61535 Highway 97	Bend	OR	(541)541-633-8662 385-1811
362008	Miss B, LLC	12054 Se Sunnyside Rd	Clackamas	OR	(503)503-698-8433
332164	Sherkat Inc.	45w Division Ave	Eugene	OR	(541)541-607-6889
361824	YOFSEL INCORPORATED	19510 McLoughlin Blvd	Gladstone	OR	(253)503-272-3400 656-0311
345960	Daniel Kirkman and Patricia Kirkman	300 Union Ave	Grants Pass	OR	(541)541-479-6358 474-1546
361822	R & S Enterprises Inc.	1200 Ne Burnside St	Gresham	OR	(503)-970-8589 661-1449
336797	CHEN PLUS, LLC	22035 Nw Imbrie Dr	Hillsboro	OR	(503)503-706-7050 640-4442
336605	Shannon Miller and Tyrone Miller	1781 Washburn Way	Klamath Falls	OR	(541)541-883-1221
361859	JC SCOOPS LLC	17773 Sw Lower Boones Ferry Rd	Lake Oswego	OR	(503)503-636-1999
361830	Frosti Delights LLC	1100 Biddle Rd	Medford	OR	(541)-941-4623 773-3485
332181	RENNIECORP LLC	1839 Molalla Ave	Oregon City	OR	(503)-873-3167 722-2191
361879 360696	Duddington Enterprises Topper Todd, LLC	475 11011 Ne 181st Ave Halsey St	Portland	OR	(971)503-506-2995 253-8339
360702	Kenneth A. Lorber & Marsha Ann Lorber M.N.M.S. LLC	1815 Ne 39th St Cesar E Chavez Blvd	Portland	OR	(503)284-6478
360696	Topper Todd, LLC	11011 Ne Halsey St	Portland	OR	
361853	Topper Todd, LLC	3506 Se 122nd Ave	Portland	OR	(503)761-0539
360739 361879	Melting Assets, Inc. Duddington Enterprises LLC	4060 River Rd N 475 Ne 181st Ave	Salem Portland	OR	(503)512-8681
361896 342746	Melting Assets, Inc. SARAHJAYNE, INC.	474 Lancaster Dr Ne 1124 Wallace Road Nw	Salem	OR	(503)364-0037
360698	RENNIECORP LLC	3239 Market St Ne	Salem	OR	(503)-873-3167 363-2352
342746 360739	SARAHJAYNE, INC. Melting Assets, Inc.	1124 Wallace Road Nw 4060 River Rd N	Salem	OR	(503)503-364-0037 390-0777
361832	SARAHJAYNE, INC.	480 Center St Ne	Salem	OR	(503)503-364-0037 362-9824
361896	Melting Assets, Inc.	474 Lancaster Dr Ne	Salem	OR	(503)371-8199
362013	Cloud 8 Enterprises LLC	15994 Sw Tualatin-Sherwood Rd	Sherwood	OR	(503)-887-7055 625-2736
361856	Cow To Cone Inc.	11705 Sw Pacific Hwy	Tigard	OR	(503)503-407-1101 620-0794

PC #	Franchisee	Address	City	ST	Phone
361908	Dae Hyun Baek, Youn Hwa Chang and Eric J. Baek	29911 Sw Boones Ferry Rd	Wilsonville	OR	(503) 507-2532 570-0317
360282	Cityline, B.R., Inc.	7606 City Ave	Philadelphia	PA	(215)879-4610
360396	DEAN ANN, INC.	1110 Freeport Rd	Pittsburgh	PA	(412)781-9730
359314	HRG BKR Squirrel Hill, LLC	5889 Forbes Ave	Pittsburgh	PA	
356706	HRG BKR USC LLC	145 Memurray Rd	Upper Saint Clair	PA	
350644	Sweet Scoops LLC	1798 Ashley River Rd	Charleston	SC	(843) 509-8046 410-2100
364039	Loreto Holdings LLC	162 Seven Farms Drive	Charleston	SC	(843)471-1295
362274	GAYATRIMA CORPORATION	9920 Two Notch Rd	Columbia	SC	(772)803- 538-0625 764-0044
361971	Loreto Holdings LLC	280 W Coleman Blvd	Mount Pleasant	SC	(843) 412-6841 881-6741
351018	KKS Management LLC	1 Ray E Talley Ct	Simpsonville	SC	(224)864- 427-0323 962-9098
360850	GAYATRIMA CORPORATION Bharatraj, LLC	1106 Broad St	Sumter	SC	(772)803- 643-7095 773-2230
342981	D & J Management, LLC	9915 Us Highway 64	Arlington	TN	(901)386-3331
360883	Three Scoops, LLC	5788 Stage Rd.	Bartlett	TN	(490)901)386-8731
360524	MAHANT-1 LLC	127 Franklin Rd	Brentwood	TN	(461)5615- 713-8502 377-4798
365126	Brighton Shell, LLC	34 West Kenwood Avenue	Brighton	TN	(901)622-2384
360878,336781	JYKG, LLC Sai Investments, Inc.	4795 Hwy 58 2100 Hamilton Place Blvd.	Chattanooga	TN	(423)423- 309-1660 893-0505
350499	Pink Spoon, LLC	625 Signal Mountain Rd	Chattanooga	TN	(423)423- 479-3170 490-9931
360878	JJ Enterprise TN Inc	4795 Hwy 58	Chattanooga	TN	(423)894-5931
360894	Pink Spoon, LLC	6990 E Brainerd Rd	Chattanooga	TN	(423)423- 479-3170 892-5131
336781	Sai Investments Inc	2100 Hamilton Place Blvd.	Chattanooga	TN	
362253	CBG 1873 Fort Campbell LLC	1873 Fort Campbell Blvd	Clarksville	TN	(443)931- 261-7002 542-6002
360867	Brad Benton	3455 Keith St Nw	Cleveland	TN	(423)423)479-3170
340961	KRK Enterprises, LLC	915 W Poplar Ave	Collierville	TN	(901)853-3131
360874	B.C.AC Ventures, Incorporated	1317 S. James Campbell Blvd	Columbia	TN	(931)388-3181
358846	Tyler Buck	1265 Interstate Dr	Cookeville	TN	(931)528-1271
361990	MID SOUTH DESSERTS INC	859 N Germantown Pkwy	Cordova	TN	(619)901- 519-6382 757-4611
335844	E-Z Stop Food Marts, Inc.	7501 Tazewell Pike	Corryton	TN	(865)689-2688
356913	Jay Meldi Ma Inc.#N/A	2261 Saint John Ave	Dyersburg	TN	4731286-5751
340639	Scoops & Sips, LLC	6504 Ringgold Rd	East Ridge	TN	(423)531-3911
337880	Stokely Hospitality Enterprises	815 Parkway	Gatlinburg	TN	(865)436-3133
337330	SHREE GARNPATI, LLC	7820 Poplar Ave	Germantown	TN	(466)901- 544-3849 752-1031
336264	Highland Corporation	864 E. Main St	Henderson	TN	(731)983-5274
361695	Teresa C. Gravelle	170 E Main St	Hendersonville	TN	(461)5615)822-1250
342464	Stokely Hospitality Enterprises	11051 Parkside Dr	Knoxville	TN	(865)671-9999
362257	BPRP, Inc.	1023 W Main St	Lebanon	TN	(615)443-3606
362419	E-Z Stop Food Marts, Inc.	1111 Highway 321 N	Lenoir City	TN	(490)1865- 743-8250 986-1603
361700	Teresa C. Gravelle	1777 Gallatin Rd N	Madison	TN	(461)5615- 822-1250 860-2205
350137	RAM 1 LLC	2221 Hillsboro Blvd	Manchester	TN	
340708	#N/A	200 Mt Pelia Rd.	Martin	TN	
335843	E-Z Stop Food Marts, Inc.	1764 W Broadway	Maryville	TN	(865)379-6525

PC #	Franchisee	Address	City	ST	Phone
335845	E-Z Stop Food Marts, Inc.	2428 Lamar Alexander Parkway	Maryville	TN	(865)380-1551
343326	E-Z Stop Food Marts, Inc.	2825 Old Knoxville Hwy	Maryville	TN	(865)977-6862
353038	E-Z Stop Food Marts, Inc.	160 Pleasant Grove Rd	Mcdonald	TN	(1865)423-982-3266 479-2653
340707 337367	#N/A SAISHIV RAM INC	760 Highway 45 East 7110 Winchester Road	Medina Memphis	TN	(901)737-3195
345369 339422	Sai Ram, Inc. Two Scoops LLC	4012 Elvis Presley Blvd 8057 Highway 64	Memphis	TN	(1662)901-544-3849 266-3831
343450	YOGIJI, LLC	1680 Union Ave	Memphis	TN	(901)272-3131
345368	Sai Shiv Krupa, Inc.	85 S. Highland St	Memphis	TN	(734)901-717-6406 458-6031
337367 345369	SAISHIV RAM INC Sai Ram, Inc.	7110 Winchester Road 4012 Elvis Presley Blvd	Memphis	TN	(1662)901-544-3849 505-2535
360869	Sai Shiv Shankar Inc.	6114 Quince Rd	Memphis	TN	(1662)544-3849
360860	Shree Gayatri LLC	4307 Summer Ave	Memphis	TN	(1662)901-544-3849 567-5231
339422	Two Scoops LLC	8057 Highway 64	Memphis	TN	
343450 360869	YOGIJI, LLC Sai Shiv Shankar Inc.	1680 Union Ave 6114 Quince Rd	Memphis	TN	(1662)901-544-3849 685-0298
360886	D & J Management, LLC	4758 Navy Rd	Millington	TN	(901)872-8998
355303	Krupa-1, LLC	2231 N Mount Juliet Rd	Mount Juliet	TN	(1615)615-713-8502 288-3425
331210	BPRP, Inc.	1723 Memorial Blvd	Murfreesboro	TN	(615)895-3145
362265	Shiv-1 LLC	2170 Old Fort Pkwy	Murfreesboro	TN	(1615)615-900-8832 890-3877
361690	Hasmukh Bhakta	850 Hillwood Blvd	Nashville	TN	(1615)713-8502
350945	Yogi - 1 LLC	7635 Highway 70 S	Nashville	TN	(1615)615-713-8502 891-4947
339692 361690	#N/A Hasmukh Bhakta	998 Broadway Ave 850 Hillwood Blvd	New Johnsonville Nashville	TN	(201)615-310-3209 356-6258
361980	Pink Spoon, LLC	104 E Tulsa Rd	Oak Ridge	TN	(1423)865-479-3170 712-0078
359770	Shivesh, LLC	5038 Hunter Rd	Ooltewah	TN	(1423)423-322-9425 206-5881
348663	Stokely Hospitality Enterprises	3270 Parkway	Pigeon Forge	TN	(865)428-1770
360881	Stokely Hospitality Enterprises	3668 Parkway	Pigeon Forge	TN	(865)453-3337
356579	E-Z Stop Food Marts, Inc.	7323 Clinton Hwy	Powell	TN	(1901)865-743-8250 947-7333
332320	Stokely Hospitality Enterprises	1420 Parkway	Sevierville	TN	(865)429-3131
346650	Teague Store, LLC	12940 Highway 64	Somerville	TN	(901)465-9444
362791	TIGER MART INC.	2070 Highway 64	Whiteville	TN	(1731)609-5224
343835	ARLINGTON PATEL INC	4654 South Cooper	Arlington	TX	(1817)817-709-3109 419-9986
338708	2010 Finkel Inc.	9911 Brodie Lane	Austin	TX	(1512)512-680-6863 291-8500
347590	Divya Sultani and Yasmine Mandania	9900 W. Parmer Ln	Austin	TX	(951)512-805-1980 248-2275
360494	NanoStreamz, LLC	730 W Stassney Ln	Austin	TX	(1831)512-430-0917 444-3049
361670	#N/A	12407 N Mo Pac Expy	Austin	TX	
360465	Henry Tsao & Joanna Tsao	5408 Bellaire Blvd	Bellaire	TX	(713)665-4350
346037	Cup or Cone Confections LLC	1335 E Whitestone Blvd	Cedar Park	TX	(512)-259-6585 986-7593
331221	William S. Gentry & Darlene Gentry	4701 S Padre Island Dr	Corpus Christi	TX	(361)852-0945
333007	MYRA ENTERPRISE, LLC	13040 Louetta Rd	Cypress	TX	(832)281-928-6479 379-7007
360775 345436	Fred M. Bradish and Barbara E. Bradish Marta & Al Pertuz, LLC	2433 W Kiest Blvd 5500 Greenville Ave	Dallas	TX	(214)890-9800

PC #	Franchisee	Address	City	ST	Phone
352524 350856	HGMULTIPLEXREGALI HG-MULTIPLEX-REGALI DALLAS JV	Dallas Love Field Airport	Dallas	TX	(214)350-8828
350856 352524	HG-MULTIPLEX-REGALI DALLAS JV#N/A	Dallas Love Field Airport	Dallas	TX	(214)353-2976
354834	James & Linda Chow, Inc.	11700 Preston Rd	Dallas	TX	(214)929-7280 368-3311
345436 360775	Marta & Al Pertuz, LLC Fred M. Bradish and Barbara E. Bradish	5500 Greenville Ave 2433 W Kiest Blvd	Dallas	TX	(4318)214-573-1424 337-0727
350613 337424	HOUTXB VHH ENTERPRISES, LLC	3811 Center St 1320 Zaragoza Road	Deer Park El Paso	TX	(281)915-793-0447 790-2210
337483	Hauser Enterprises, LLC	3434 N. Mesa Street	El Paso	TX	(915)533-3110
350303	Hauser Enterprises, LLC	931 N Resler Dr	El Paso	TX	(915)587-8431
351390	VHH ENTERPRISES, LLC	12379 Edgemere Blvd	El Paso	TX	(915)855-3131
353080	VHH ENTERPRISES, LLC	8900 Viscount Blvd	El Paso	TX	(915)592-3131
357462	Hauser Enterprises, LLC	929 Sunland Park Dr	El Paso	TX	(915)883-3100
359202	Hauser Enterprises, LLC	9568 Dyer St	El Paso	TX	(915)755-3132
361414	VHH ENTERPRISES, LLC	10790 Pebble Hills Dr	El Paso	TX	(915)593-3131
362056	Hauser Enterprises, LLC	5640 Montana Ave #A	El Paso	TX	(915)772-8311
337424	VHH ENTERPRISES, LLC	1320 Zaragoza Road	El Paso	TX	
351390	VHH ENTERPRISES, LLC	12379 Edgemere Blvd	El Paso	TX	
353080	VHH ENTERPRISES, LLC	8900 Viscount Blvd	El Paso	TX	
361414	VHH ENTERPRISES, LLC	10790 Pebble Hills Dr	El Paso	TX	
346436	Sandspit Ventures Inc	2750 State Highway 121	Eules	TX	(972)817-963-0346 571-3131
330547	Tri Point Group, LLC	2704 Cross Timbers Rd	Flower Mound	TX	(713)972-962-7949 539-4669
333478	AAFES Fort Sam Houston	2490 7th St	Fort Sam Houston	TX	
361914	A&T Ice Cream Corporation	6248 Rufe Snow Dr #402	Fort Worth	TX	(669)817-236-7495 581-7557
345974	Aslam & Sons L.L.C.	7410 Preston Rd	Frisco	TX	(509)214-594-6020 872-1114
349032	Abderrazek Zaafrani	3303 Williams Dr	Georgetown	TX	(484)7512-833-7477 863-4478
330580	MIT Group, Inc.	4136 S Carrier Pkwy	Grand Prairie	TX	(214)972-564-1915 642-7023
332835	HELADO ENTERPRISE INC.	11846 Bandera Rd	Helotes	TX	(210)862-3316 695-1368
354014	Marta & Al Pertuz, LLC	2570 Justin Rd	Highland Village	TX	(431)8972-573-1424 221-4567
356487	Hauser Enterprises, LLC	13034 Eastlake Dr	Horizon City	TX	(915)345-1731
331652	Mymuujiya Corp.	2431 University Blvd	Houston	TX	(713)520-5248
339253	AboveRiver LLC	11660 Westheimer Rd	Houston	TX	(979)281-676-0888 670-9560
343428	Arroyo Prime Ltd, Inc.	8076 S Gessner Dr	Houston	TX	(713)541-9606
360468	Ben L. Royce, Inc.	3266 Westheimer Rd	Houston	TX	
360495 349177	DP & C Eats, Inc J Investments Corp.	4547 Fm 1960 7596 Fm 1960 Rd W	Houston	TX	(281)894-5522
360491	EK2 Donme, LLC	9315 Katy Fwy	Houston	TX	(4713)820-8154
349393	Emotion Enterprises, Inc.	4414 North Freeway	Houston	TX	(4713)713-884-5808 694-0963
355682	GUISA, LLC	7910 Westview Dr	Houston	TX	
359205 349727	HOUTXB SW Scoups, LLC Inc.	12712 W Lake Houston Pkwy 9203 Highway 6 S	Houston	TX	(281)793-0447 564-0962
349791	HOUTXBWV, LLC	15242 Wallisville Rd	Houston	TX	(281)832-253-9945 582-8024
351178	INBA INC	14460 Hillcroft St	Houston	TX	(713)281-972-2889 501-9606
360473 355682	JO & LEE CORPORATION GUISA, LLC	6755 Bissonnet 7910 Westview Dr	Houston	TX	(713)360-7205
361661 356522	LOVE 21 LLC Mymuujiya Corp.	1924 El Dorado Blvd 6401 Woodway Dr Ste 115	Houston	TX	(601)713-342-6470 750-9964

PC #	Franchisee	Address	City	ST	Phone
359205	HOUTXBSW, LLC	12712 W Lake Houston Pkwy	Houston	TX	(281)416-4075
360489 360466	Memorial Creamery, LLCP & J Investments Corp.	14501 Memorial 1011 Edgebrook Dr	Houston	TX	(832)713-687-2681 946-1198
331652 360467	Mymuujiza Corp. Varallo Corporation	2431 University Blvd 1634 Gessner Dr	Houston	TX	(713)973-1562
356522 360468	Mymuujiza Corp Ben L. Royce, Inc.	6401 Woodway Dr Ste 415 3266 Westheimer Rd	Houston	TX	(713)520-6881
360472	NEW SURYA LLC	1051 Nasa Rd	Houston	TX	(601)281-342-6470 488-3137
349177 360473	PJO & J Investments Corp. LEE CORPORATION	7596 Fm 1960 Rd W 6755 Bissonnet	Houston	TX	(713)271-2650
360466 360489	P & J Investments Corp. Memorial Creamery, LLC	1011 Edgebrook 14501 Memorial Dr	Houston	TX	(281)- 964-7800 496-1358
349727 360491	Seoups, Inc. Ratan Treats LLC	9203 Highway 6 S 9315 Katy Fwy	Houston	TX	(471)3713-927-8347 468-3642
360467 360495	Varallo Corporation D & C Eats, Inc.	1634 Gessner Dr 4547 Fm 1960 Rd W	Houston	TX	(483)281-677-7451 440-0296
361661	LOVE 21 LLC	1924 El Dorado Blvd	Houston	TX	(281)486-5471
363505	AASIMA AND SONS, INC.	3809 Atascocita Road	Humble	TX	(483)281-867-5945 852-4800
349010	Ghanshyam Krupa LLC	2666 N Belt Line Rd	Irving	TX	(847)972-406-6810 871-2600
337650	Katy Treats, LLC	1560 S Mason Rd	Katy	TX	(281)395-3556
345899	Drox Management, LLC	6920 S Fry Rd	Katy	TX	(832)281-379-8003 391-3161
351770	Firethorne Treats, LLC	2750 Fm 1463 Rd	Katy	TX	(832)281-379-8003 371-3131
337650	Katy Treats, LLC	1560 S Mason Rd	Katy	TX	(483)281-677-7451
352875	HOUTXBKW, LLC	1442 Kingwood Dr	Kingwood	TX	(281)312-1233
364255	HOUTXBDP LLC	8920 Spencer Highway	La Porte	TX	(281)884-8990
331110	D & C Eats, Inc.	121 State Hwy 332 W	Lake Jackson	TX	(979)285-9788
348464	Aavighna Investments LLC	2700 E Eldorado Pkwy	Little Elm	TX	(972)987-4355
348403	Rio Grande Treats, LLC	100 E Nolana Ave	Mcallen	TX	(483)2956-677-7451 627-5755
358125	Rio Grande Treats, LLC	1400 E Expressway 83	Mcallen	TX	(483)2956-677-7451 682-9676
331112	Navaksh, LLC	3001 S Hardin Blvd	Mckinney	TX	(972)562-6338
351134	Kent Ice Cream LLC	5400 Briarwood Ave	Midland	TX	(432)689-0789
360797	Kent Ice Cream LLC	2101 W Wadley Ave	Midland	TX	(432)682-7131
357460	Mymuujiza Corp.	8731 Highway 6 South	Missouri City	TX	(281)778-6062
343967	Marta & Al Pertuz, LLC	158 W. Fm 544	Murphy	TX	(431)8972-573-4245 16-9100
330588	Layh Legacy, LLC	606 S Walnut Ave	New Braunfels	TX	(421)0830-279-4779 606-2231
350956	Kent Ice Cream LLC	6900 East Ridge Rd	Odessa	TX	(432)362-0858
337649	D & C Eats, Inc.	10504 Broadway St	Pearland	TX	(713)436-5358
345544	ABDR TEXAS GROUP LLC	1552 Fm 685	Pflugerville	TX	(512)551-9466
354870	Navaksh, LLC	6921 Independence Pkwy	Plano	TX	
330548	P & K Trading, Inc.	5960 W Parker Rd	Plano	TX	(214)972-564-1915 403-3131
354870	PANKAJA DH LLC	6921 Independence Pkwy	Plano	TX	(972)491-7301
360783	Marta & Al Pertuz, LLC	1748 E. Belt Line Rd	Richardson	TX	(431)8972-573-4249 07-0981
363055	Ohana Ice Cream LLC	19211 Morton Rd	Richmond	TX	(281)- 757-3031 762-0832
345793	Marta & Al Pertuz, LLC	2951 Ridge Rd	Rockwall	TX	(431)8214-573-4247 771-0304

PC #	Franchisee	Address	City	ST	Phone
362278	RR Icecreams, LLC	307 W Palm Valley Blvd	Round Rock	TX	(408)512-744-2197 310-2431
360794	Babyface, Inc.	3303 Sherwood Way	San Angelo	TX	(1325)325-659-4568 944-3699
360475 <u>330546</u>	Altara Group <u>Panjwani Investment LLC</u>	6418 N. New Braunfels Ave <u>5238 Dezavala Rd</u>	San Antonio	TX	(210)699-3911
347508	FROZEN CONCEPTS LLC	20821 Us Highway 281 N	San Antonio	TX	(832)210-455-8466 481-4276
351943	LMK Venture Inc.	634 Nw Loop 410	San Antonio	TX	
361666	Nila & Lisa Enterprises, Inc.	6727 Bandera Rd	San Antonio	TX	
330546	Panjwani Investment LLC	5238 Dezavala Rd	San Antonio	TX	(1210)843-3223
349624	Spring Branch Ice Cream, LLC	5539 W Loop 1604 N	San Antonio	TX	(1830)210-885-5176 684-3131
<u>351943</u>	<u>Altara Group LLC</u>	<u>634 Nw Loop 410</u>	<u>San Antonio</u>	<u>TX</u>	<u>(210)402-3151</u>
352679	Spring Branch Ice Cream, LLC	1203 N Loop 1604 W	San Antonio	TX	(1830)210-885-5176 492-3331
<u>360475</u>	<u>Altara Group LLC</u>	<u>6418 N. New Braunfels Ave</u>	<u>San Antonio</u>	<u>TX</u>	<u>(210)826-1231</u>
<u>361666</u>	<u>Nila & Lisa Enterprises, Inc.</u>	<u>6727 Bandera Rd</u>	<u>San Antonio</u>	<u>TX</u>	<u>(210)684-9373</u>
344164	PVS INVESTMENTS LLC	17460 Ih 35 North	Schertz	TX	(832)210-455-8466 651-5131
336404	Inside Scoop, Inc.	8250 Agora Pkwy	Selma	TX	(1714)210-553-8774 945-6611
348566	Lapsey Enterprises LLC	2063 West Southlake Blvd.	Southlake	TX	(1619)817-344-7522 421-3100
361915	MYRA ENTERPRISE, LLC	16836 Stuebner Airline Rd	Spring	TX	(832)281-928-6536 376-9144
361663 <u>363841</u>	BSS EATS <u>HOUTXBBL, LLC</u>	3366 Highway 6 <u>3784 Rayford Rd, Suite 100</u>	Sugar Land <u>Spring</u>	TX	<u>(281)323-4076</u>
338339	NASIR & SONS, INC.	19970 Southwest Freeway	Sugar Land	TX	(1832)281-867-5945 342-2688
<u>361663</u>	<u>BSS EATS, LLC</u>	<u>3366 Highway 6</u>	<u>Sugar Land</u>	<u>TX</u>	<u>(281)980-5405</u>
360474	PAN UNITED, INC.	2802 Palmer Hwy	Texas City	TX	(832)409-282-8008 948-2182
359589	Alliant, Inc.	7104 N Navarro St	Victoria	TX	<u>(361)579-7304</u>
357078	Waco Ice Cream Services LLC	1616 Wooded Acres Dr	Waco	TX	(254)301-9788 776-6155
<u>364769</u>	<u>J&R Treats LLC</u>	<u>10324-G China Spring Road</u>	<u>Waco</u>	<u>TX</u>	<u>(254)836-5142</u>
363220	Jode LLC	51 N West State Rd	American Fork	UT	<u>(385)498-3182</u>
361095	Jode LLC	530 S Main St	Bountiful	UT	<u>(801)298-9931</u>
361104	Jode LLC	435 State St	Clearfield	UT	<u>(801)825-3131</u>
<u>364790</u>	<u>Jode LLC</u>	<u>138 East 12300 South</u>	<u>Draper</u>	<u>UT</u>	<u>(385)361-3079</u>
361111	Jode LLC	1088 E Gentile St	Layton	UT	<u>(801)546-3100</u>
361093	Kiwi Scoops, LLC	1166 Washington Blvd	Ogden	UT	(801)-824-8505 621-3333
361096	Kiwi Scoops, LLC	3675 Harrison Blvd	Ogden	UT	(801)-828-0154 627-1444
361099	Ice Cream Crazy LLC	210 N State St	Orem	UT	(801)-717-5260 224-0731
361092	I.C. TREATS, LLC	29 E 1230 N	Provo	UT	(435)881-7193
356720	Dixie Sweet Treats, LLC	2696 Pioneer Rd	Saint George	UT	(435)-669-5870 673-1950
361101	Jode LLC	1465 E 2100 S	Salt Lake City	UT	<u>(801)484-1351</u>
361106	Jode LLC	9497 S 700 E	Sandy	UT	<u>(801)572-4064</u>
345958	FREEZE'EM, LLC	11428 S District Dr	South Jordan	UT	(801)-331-8342 727-0601
359273	Jode LLC	7689 S Jordan Landing Blvd	West Jordan	UT	<u>(801)417-9766</u>
361105	Jode LLC	3490 W 3500 S	West Valley City	UT	<u>(801)969-1071</u>
<u>360254</u>	<u>ICE BUSTERS INCORPORATED</u>	<u>1701 Centre Plz</u>	<u>Alexandria</u>	<u>VA</u>	<u>(703)998-4177</u>

PC #	Franchisee	Address	City	ST	Phone
362307	Kitthanawong & Moraras, LLC	7001h Manchester Blvd	Alexandria	VA	(4703703) 921-5365 921-5330
360254	Pashaz, Inc.	1701 Centre Plz	Alexandria	VA	
356738	Bengal Incorporated	10657 Fairfax Blvd	Fairfax	VA	(4703703) 273-3131 539-8126
360263	Bengal Incorporated	6664 Arlington Blvd	Falls Church	VA	(4703703) 273-3131 538-4690
357037	Benson's Ice Cream - Gainesville, LLC	13801 Heathcote Blvd	Gainesville	VA	(703571) 298-9901 284-7238
353671	SCOOPS, LLC	2040 Coliseum Dr	Hampton	VA	(757) 345-2771 690-8533
361501	Epiphany, Inc. TWOSPOUSE LLC	13344 Franklin Farms Rd	Herndon	VA	(703)437-3133
360981	Roscha, Inc.	14371 Warwick Blvd	Newport News	VA	(4757757) 968-5079 874-7731
360278	Tanglewood Holdings LLC	1446 Reston Pkwy	Reston	VA	(703) 989-7251 742-3387
360972	GMY, Incorporated	5510 W Broad St	Richmond	VA	
360970	The Ark Incorporated	6940 Forest Hill Ave	Richmond	VA	(4336804) 475-1577 722-9952
360972	GMY, Incorporated	5510 W Broad St	Richmond	VA	(804)288-9591
362308	Pichina Bell	7561 Huntsman Blvd	Springfield	VA	(4703703) 587-6808 451-1818
360979	Rags, Inc.	416 Prince George St	Williamsburg	VA	(757)229-6385
361898 360744	Albert Tadevosyan Corporation #N/A	1702 918 Auburn Way NS	Auburn	WA	
360744 361898	Kajik Zaghian Corp. Albert Tadevosyan Corporation	918 1702 Auburn Way SN	Auburn	WA	(425253) 221-8585 939-2996
361844	Sopheavy Sou and Robert Kong	2255 140th Ave Ne	Bellevue	WA	(4206425) 992-9518 829-5368
360742 332178	C STORY, LLC Jin Myung Sanders	10007 Main St 22833 Bothell Everett Hwy	Bothell	WA	(425) 319-8272 489-3981
332178 360742	Jin Myung Sanders C STORY, LLC	22833 Bothell Everett Hwy 10007 Main St	Bothell	WA	(4206425) 335-7040 486-3131
362010	Charlton Family LLC	1291 Bridge St	Clarkston	WA	(4509509) 751-8998
361878 360708	CISH Corporation Nhut Vu Nguyen	1402 Se Everett Mall Way 4019 Colby Ave	Everett	WA	(425425) 346-5627 259-6336
362009 361878	Edgar Ziroyan Company CISH Corporation	11014 19th Ave 1402 Se Everett Mall Way	Everett	WA	(4717425) 715-5102 355-3100
362005	Michael Buchan	530 Sw Everett Mall Way	Everett	WA	(425425) 327-2206 348-3100
360708 362009	Nhut Vu Nguyen Edgar Ziroyan Company	4019 Colby 11014 19th Ave Se	Everett	WA	(425425) 353-3444 316-3131
361893	RK Lyla Inc.	1946 S. Seatac Mall B-42	Federal Way	WA	(4253253) 661-6429 946-3375
361852	ICSHOP88, LLC	1590 Nw Gilman Blvd	Issaquah	WA	(206425) 354-9394 392-8524
363603	BUAIDH NO BAS LLC	2617 W Kennewick Ave	Kennewick	WA	(509) 539-3655 783-9279
340049	OGEDAY CORP	25620 102nd Place Se	Kent	WA	(253) 259-1796 246-8958
330865	Emerald City Ice Cream, LLC	4810-A Yelm Hwy Se	Lacey	WA	(360) 529-7319 413-0030
360757	D & M VASQUEZ INC	1540 15th Ave	Longview	WA	(360) 431-4727 636-3110
337670	Chris Ahn	4615 196th St Sw Ste #142	Lynnwood	WA	(425425) 776-8823
361861	Young W. Son and Kyung Sook Son	9501 State Ave	Marysville	WA	(425360) 745-6658 659-0777
361885	Edgar Ziroyan Company	15704 Mill Creek Blvd #20	Mill Creek	WA	(4717425) 715-5102 385-3131

PC #	Franchisee	Address	City	ST	Phone
360771	MOSES LAKE ICE N SNO LLC	525 N Stratford Rd	Moses Lake	WA	(509)765-4544
361826	Emerald City Ice Cream, LLC	3010 Harrison Ave Nw	Olympia	WA	(907)360-632- 1508943-1231
361891	O&M ENTERPRISES, INC.	7411 Ne 117th Ave	Orchards	WA	(360)-907- 6012254-3210
332171	Ksor & Le LLC	17404 Meridian E	Puyallup	WA	(206)253-779- 1900445-5911
360746	Ksor & Le LLC	1422 E Main Ave	Puyallup	WA	(206)253-779- 1900848-6713
362011	Gihoun Kwon & Hyunsuk Kwon-Na	17181 Redmond Way	Redmond	WA	(1425)425-487- 1558883-0031
360740	FIONA TRAN INVESTMENT LLC	520 Rainier Ave S	Renton	WA	(206)425-676- 2343226-3113
349323	BUAIDH NO BAS LLC	140 Gage Blvd	Richland	WA	(509)-539- 3655374-4310
360732	MOO-WOO II, INC.	890 Stevens Dr	Richland	WA	(509)-948- 8844943-3231
360703	CISH Corporation	826 Ne Northgate Way	Seattle	WA	(1425)206-346- 5627364-4320
361840 361858	FIONA TRAN INVESTMENT LLC GREEN MINKON, INC.	2001 Rainier Ave S 10315 Silverdale Way Nw	Seattle Silverdale	WA	(206)360-676- 2343698-3152
361858 339199	Sweet Concepts, LLC Monica S. Carr	10315 Silverdale Way Nw 2727 S Mount Vernon St	Silverdale Spokane	WA	(1360)509-204- 1606532-0031
360753	JRS & KKS Company	12510 E Sprague Ave	Spokane	WA	(509)924-3131
339199 360772	Monica S. Carr TM MGMT LLC	2727 S Mount Vernon St 9111 N Country Homes Rd	Spokane	WA	(509)-866- 9003467-5264
361855	OHANA ROSE INC	1925 N Monroe St	Spokane	WA	(1208)509-343- 8626327-1531
360772 360706	TM MGMT Tracy Huynh, LLC	9111 N Country Homes Rd 6214 6th Ave	Spokane Tacoma	WA	(509)253-570- 6790244-5501
360731	DMCM LLC	12155 Pacific Ave S	Tacoma	WA	(360)253-832- 3645531-2404
361825	DMCM LLC	1314 72nd St E # 4305	Tacoma	WA	(360)253-832- 3645539-5711
360706	Tracy Huynh, LLC	6214 6th Ave	Tacoma	WA	(253)-756-5637
360762	RK HEBA INC	993 Southcenter Mall	Tukwila	WA	(1253)206-661- 6429248-2805
332280	Luciana Bisailon	16600 Se McGillivray Blvd	Vancouver	WA	(360)253-9960
337310	Giau Huynh	800 Ne Tenney Rd	Vancouver	WA	(1503)360-283- 7937566-1119
360726	Great Richardson Corp	7000 Ne Highway 99	Vancouver	WA	(360)696-9931
332280	Phil E. Bisailon	16600 Se McGillivray Blvd	Vancouver	WA	(1360)-885-0523
360761	#N/A	8700 Ne Vancouver Mall Dr	Vancouver	WA	(360)-431-4727
360712	Driver & Driver BOATS AND SHAKES LLC	2003 E Isaacs Ave	Walla Walla	WA	(509)522-3131
359200	MLB ICE CREAM STORE, INC.	1208 N 40th Ave	Yakima	WA	(1509)509-379- 1878594-4533
361833	MLB ICE CREAM STORE, INC.	1505 S 1st St	Yakima	WA	(1509)509-379- 1878575-1761
361895	Riggle Ice Cream LLC	3802 W Nob Hill Blvd	Yakima	WA	(509)965-5515
354380	GCS Ice Tmart Operations I, LLC	3421 N Ballard Rd	Appleton	WI	(920)702-2263
360213	Erwin & Dianne Investments, Inc.	8820 N Port Washington Rd	Bayside	WI	(1414)414-530- 0662352-1020
355177	Tmart Operations I, LLC	1593 E Mason St	Green Bay	WI	(920)548-5271
359653	GCS Operations, LLC	1221 Lombardi Access Rd	Green Bay	WI	(920)494-6556

PC #	Franchisee	Address	City	ST	Phone
355177	GRAND CENTRAL ICE, LLC	1593 E Mason St	Green Bay	WI	
360216	I-Scream Bing Icecream , Inc.	1417 N. Wauwatosa Ave	Wauwatosa	WI	(414)453-0330
361682	RJ Group LLC	4120 Maccorkle Ave Se	Charleston	WV	(304)- 925-6134 925-3013
360569	SAM Corporation of Huntington, Inc.	1598 Washington Blvd	Huntington	WV	(304)- 563-9025 529-2133
361097	ITOPA LLC	723 E 16th St	Cheyenne	WY	(4952307)- 221-2068 635-2588

CURRENT COMBO RESTAURANT FRANCHISEES

AS OF ~~JANUARY~~ DECEMBER 31, 2023

PC #	Franchisee	Address	City	ST	Phone
359681	43 Albert LLC	8171 Us Highway 431	Albertville	AL	(256)869-6075
363671	Sweeney Hollow Donuts Holdings, LLC	2148 Sweeney Hollow Rd	Birmingham	AL	(205)419-9949
354848	10 Decatur, LLC	1024 6th Ave Se	Decatur	AL	(256)960-9349
355292	DODGE CITY TRAVEL CENTER, INC.	426 Al Highway 69 S	Hanceville	AL	(256)615-6178
363782	363782 Alabama Donuts, LLC	2315 Highway 78 E	Jasper	AL	(+678205)-458-9866 <u>265-2545</u>
362997	Quintard Donuts Holdings, LLC	700 S Quintard Ave	Oxford	AL	(256)831-0702
356761	LFO TROY AL, LLC	100 Troy Plaza Loop	Troy	AL	(562)-355-9193
354447	LFO ARKADELPHIA AR, LLC	2708 Pine St	Arkadelphia	AR	(562870)-355-9193 <u>464-1553</u>
352020	LFO HOT SPRINGS AR, LLC	3340 Central Ave	Hot Springs	AR	(562501)-355-9193 <u>701-4310</u>
362477	Southpaw Arizona LLC	12685 W Indian School Rd	Avondale	AZ	(203602)-464-7740 <u>635-1619</u>
<u>362583</u>	<u>ABDD ARIZONA LLC</u>	<u>2520 Arizona 95</u>	<u>Bullhead City</u>	<u>AZ</u>	<u>(928)450-4260</u>
358670	QUALITY BRAND GROUP ARIZONA LLC	5800 W Chandler Blvd	Chandler	AZ	(+203480)-536-4527 <u>940-2458</u>
356990	ABDD ARIZONA II, LLC	1006 S Main St	Cottonwood	AZ	(201928)-567-2229 <u>399-7020</u>
356735	Southpaw Arizona LLC	211 N Estrella Pkwy	Goodyear	AZ	(+212623)-585-0344 <u>455-5004</u>
356018	ABDD ARIZONA II, LLC	85 Lake Havasu Ave N	Lake Havasu City	AZ	<u>(928)846-8466</u>
358338	USHA LLC	522 W Mariposa Rd	Nogales	AZ	(520)399-6715
<u>362903</u>	<u>Southpaw Arizona LLC</u>	<u>3333 E Baseline</u>	<u>Phoenix</u>	<u>AZ</u>	<u>(602)903-2662</u>
356809	ABDD ARIZONA II, LLC	3015 N Glassford Hill Rd	Prescott Valley	AZ	(201928)-637-4183 <u>458-5600</u>
352280	RAMY LLC	15980 S Rancho Sahuarita Blvd	Sahuarita	AZ	(520)207-4194
354293	ABDD ARIZONA LLC	8847 E Talking Stick Way	Scottsdale	AZ	<u>(480)291-6590</u>
304990	SURJ LLC	1655 W. Valencia Rd	Tucson	AZ	(520)729-1407
300754	DESERT DONUTS ONE LLC	5346 E 22nd St	Tucson	AZ	(520)790-5892
<u>304990</u>	<u>SURJ LLC</u>	<u>1655 W. Valencia Rd</u>	<u>Tucson</u>	<u>AZ</u>	<u>(520)729-1407</u>
357492	Precision Hospitality & Development, LLC	2804 Lenwood Rd	Barstow	CA	(949)629-8609
354485	Precision Hospitality & Development, LLC	26722 Portola Parkway	Foothill Ranch	CA	(949)916-9288
358597	Prell Restaurant Group, LLC	410 E Washington Blvd	Los Angeles	CA	(213)741-3965
353652	MAIN ST COFFEE COMPANY LLC	1410 Main St	Ramona	CA	(760)789-0210
356198	Burton Restaurants, LLC	1770 Rosecrans St	San Diego	CA	(619)900-7141
359595	State Street Coffee Company LLC	671 N State St	San Jacinto	CA	(858951)-551-1174 <u>654-0011</u>
357207	Prell Restaurant Group, LLC	1955 Durfee Ave	South El Monte	CA	(626)444-5282

PC #	Franchisee	Address	City	ST	Phone
359593	SHIVA D CALI 5 INC	282 Sunset Ave	Suisun City	CA	(707)440-4204
359305	TA Operating LLC	5621 Outlets At Tejon Parkway	Tejon Ranch	CA	(661)885-3400
356197	Mohammed Abid Hussain and Shanaz Hussain	775 W State Highway 20	Upper Lake	CA	(707)275-9090
355628	Prell Restaurant Group, LLC	1428 S Azusa Ave	West Covina	CA	(626)727-6272
353808	SAWS, LLC	36270 Hidden Springs Rd	Wildomar	CA	(951)678-0669
357094	HARTMAN HOLDINGS, INC.	365 N Telluride St	Aurora	CO	(720)955-9588
354041	Red Mountain Breakfast Company, LLC	16401 E Arapahoe Rd	Aurora	CO	(303)766-3595
<u>357094</u>	<u>HARTMAN HOLDINGS, INC.</u>	<u>365 N Telluride St</u>	<u>Aurora</u>	<u>CO</u>	<u>(720)955-9588</u>
355169	I 84 Donuts LLC	2766 S Broadway	Englewood	CO	(303)789-5214
355505	HARTMAN HOLDINGS, INC.	5940 Ellis St	Fort Carson	CO	(719)800-5055
353394	CCC No CO, LLC	2801 S College Ave	Fort Collins	CO	(970)223-5701
358337	Quality Brand Group Colorado LLC	1803 S Townsend Ave	Montrose	CO	<u>(970)964-3306</u>
358838	AVALANCHE COFFEE LLC	700 Taughenbaugh Blvd	Rifle	CO	(970)665-9001
300396	D. P. T. Enterprises, Inc.	375 E East Putnam Ave <u>Avenue</u>	Cos Cob	CT	(203)869-7454
310353	A.B. Corp. <u>MAC GLASTONBURY, LLC</u>	141 Hebron Ave	Glastonbury	CT	(860)659-1324
339303	Monroe Coffee, LLC	135 Main St	Monroe	CT	(203)268-5718
304368	458 Westport Avenue Norwalk, LLC	458 Westport Ave	Norwalk	CT	(203)846-2908
330826	196 East Avenue Norwalk, LLC	196 East Ave	Norwalk	CT	(203)855-5348
341698	Southport Donuts, Inc.	3355 Post Rd	Southport	CT	(203)319-0736
349314	D CT HOLDINGS 2, LLC	450 S Main St	West Hartford	CT	(860)521-5153
355099	Sodexo Operations, LLC	50 Independence Ave Se	Washington	DC	-
337643	Jerome And Brenda And Associates, Inc.	Shirley Memorial Hwy	Washington	DC	(703)271-4346
337723	Jerome And Brenda And Associates, Inc.	Shirley Memorial Hwy	Washington	DC	(703)271-4347
<u>355099</u>	<u>Sodexo Operations, LLC</u>	<u>50 Independence Ave Se</u>	<u>Washington</u>	<u>DC</u>	
359701	DDC 8 - 406, LLC	406 8th St Se	Washington	DC	(202) 780- <u>+160630-4930</u>
355320	Rehoboth Donut Shops, Inc.	33364 S Pennsylvania Ave	Bethany Beach	DE	(302)539-1454
339437	Dover Donut Shops, Inc.	4080 Dupont Hwy	Camden	DE	(302)698-1160
340943	Rehoboth Donut Shops, Inc.	1 Midway Shopping Ctr	Rehoboth Beach	DE	(302)645-8744
342165	Rehoboth Donut Shops, Inc.	146 Rehoboth Ave	Rehoboth Beach	DE	(302)227-4262
342884	ANDREA DONUTS, INC. <u>ATLANTIC LGS LLC</u>	719 Atlantic Blvd	Atlantic Beach	FL	(904)241-6603
350110	FLMS Auburndale, LLC	501 Magnolia Ave	Auburndale	FL	(863)967-5500
357458	Efrosini of Beverly Hills Enterprises, Inc.	3470 N Lecanto Hwy	Beverly Hills	FL	(352)249-7729
352379	AC Russells Mills, Inc.	5259 30th St E	Bradenton	FL	(941)243-3881
341157	Parkview Pointe Donuts, Inc.	950 Lumsden Rd	Brandon	FL	(813)689-3865
340942	South Broad Street Donuts, Inc.	1185 S. Broad St	Brooksville	FL	(352)277-0773
332991	Miriam Donuts, LLC	1935 East Osceola Pkwy	Buena Ventura Lakes	FL	(407)348-7822
353621	SSRM9, LLC	6250 <u>6200</u> W Irlo Bronson Mem Hwy	Celebration	FL	(407)507-1509

PC #	Franchisee	Address	City	ST	Phone
351383	SSRM3, LLC	2209 N Young Blvd	Chiefland	FL	(352)493- 0272 283-7971
340445	Gulf To Bay Donuts, Inc.	2551 Gulf To Bay Blvd	Clearwater	FL	(727)725-5020
352637	MCMULLEN BOOTH DONUTS, LLC	2451 N McMullen Booth Rd	Clearwater	FL	(727)223-5906
331811	SAKS ASSOCIATES, LLC	1110 E. Hwy 50	Clermont	FL	(352)243-9188
338392	SOUTHEAST ENTERPRISE FL HOLDINGS, 1 LLC	4660 W Hillsboro Blvd	Coconut Creek	FL	(954)426-2699
343576	DJSFMA ENTERPRISES, INC.	631 Ne 5th St	Crystal River	FL	(352)563-0199
353554	CG DONUTS, LLC	8224 Champions Gate Blvd	Davenport	FL	(321)401-4072
338680	Lord Sheba Investment Group, Inc.	2321 S Univeristy Dr	Davie	FL	(954)453-7002
356433	DEFUNIAK SPRINGS DONUTS, LLC	1480 Us 331	Defuniak Springs	FL	(4908850) 304-2852 307-5566
340750	Deland Donuts, Inc.	1540 Garfield Ave	Deland	FL	(386)740-7660
350504	DELTONA DONUTS, LLC	3140 Howland Blvd	Deltona	FL	(386)218-3812
355380	DESTIN DONUTS, LLC	1012 Highway 98 E	Destin	FL	(850)517-4080
342882	Main Street Donuts, Inc.	1461 Main St	Dunedin	FL	(727)210-1678
353267	SSRM5, LLC	6420 Us 301 N	Ellenton	FL	(941)417-2857
358612	PURPLE ROCK INVESTMENT COMPANY LLC	151 S Indiana Ave	Englewood	FL	(941)212-5877
352643	FERNANDINA BEACH FOODS LLC	1954 S 8th St	Fernandina Beach	FL	(904)432-7594
337435	Sir John's Global Investment, Inc.	1601 E Sunrise Blvd	Fort Lauderdale	FL	(954)453-7800
343733	AC Management, Inc.	3710 Nw 13th St	Gainesville	FL	(352)378-8559
352593	AC Russells Mills, Inc.	1412 W University Ave	Gainesville	FL	(352)727-4213
354296	SSRM VB, LLC	2900 Sw 42nd St	Gainesville	FL	(352)505-5030
355848	SSRM WEST1, LLC	8181 Nw 38th Lane	Gainesville	FL	(352)224-5235
355773	Gibson Donuts, LLC	10608 East Bay Rd	Gibson	FL	(4732813) 452-9331 533-2175
353289	GROVELAND DONUTS LLC	7901 Sr 50	Groveland	FL	(352)429-0503
355934	GULFPORT DONUTS, LLC	5602 Gulfport Blvd S	Gulfport	FL	(4727727) 953-3301 330-3685
304919	SOFL DONUTS, LLC	825 W Hallandale Beach Blvd	Hallandale Beach	FL	(954)378-7980
340468	LEGACY HOLIDAY QSR LLC	2409 Us Highway 19	Holiday	FL	(727)935-4237
355807	SSRM VB1, LLC	3302 E Bay Dr	Holmes Beach	FL	(941)242-0260
348740	Paleohora Enterprises, Inc.	6885 S Suncoast Blvd	Homosassa	FL	(352)621-3002
343568	DEPE Enterprises of Inverness Inc	599 S. Stone Way	Inverness	FL	(352)726-0109
363272	FBKB ENTERPRISES INC	2461 East Gulf To Lake Rd	Inverness	FL	(352)341-1667
336447	5150 UNIVERSITY FOODS LLC	5150 University Blvd W	Jacksonville	FL	(904)737-7244
336448	CASSAT FOODS LLC	741 Cassat Ave	Jacksonville	FL	(904)515-6969
341077	PHILLIPS HIGHWAY FOODS LLC	7171 Phillips Highway	Jacksonville	FL	(904)296-6022
349921	Beantown Partners, LLC	4419 Southside Blvd	Jacksonville	FL	(904)997-6996
352469	MATTEO DONUTS, INC. MONUMENT LGS LLC	3031 Monument Rd	Jacksonville	FL	(904)683-5522

PC #	Franchisee	Address	City	ST	Phone
336448	CASSAT FOODS LLC	741 Cassat Ave	Jacksonville	FL	(904)515-6969
350068	HZ Coffee Group, LLC	3124 N Roosevelt Blvd	Key West	FL	(305)290-2459
304057	APOLLO DONUTS Ayyan Donuts LLC	807 W Vine St	Kissimmee	FL	(407)933-2545
330930	SARA DONUTS, LLC	7644 W Irlo Bronson Mem Hwy	Kissimmee	FL	(407)397-7060
354970	ISLAM DONUTS, LLC	2705 Simpson Rd	Kissimmee	FL	(407)962-0209
354900	SSRM WEST1, LLC	2888 W Us Highway 90	Lake City	FL	(386)319-7903
304498	CANYON DONUTS LAKE WORTH LLC	4644 Lake Worth Rd	Lake Worth	FL	(561)439-6661
341499	North Lakeland Donuts, LLC	5614 Us Highway 98 N	Lakeland	FL	(863)853-3005
356873 304448	WALSINGHAM ROAD DONUTS, LLC East Bay Donuts, Inc.	13050 Walsingham Rd 3515 E Bay Dr	Largo	FL	(727)727-953-3301 538-2828
304964	66th Street Donuts, Inc.	13013 66th St	Largo	FL	(727)471-6347
304448 356873	East Bay Donuts, Inc. WALSINGHAM ROAD DONUTS, LLC	3515 E Bay Dr 13050 Walsingham Rd	Largo	FL	(727)538-2828 471-4911
340382	HZ Coffee Group, LLC	4721 N. Ocean Dr	Lauderdale By The Sea	FL	(954)783-6815
353856	OAKLAND 18 RETAIL, INC.	3960 W Oakland Park Blvd	Lauderdale Lakes	FL	(954)859-5639
342150	Quality Brand Group Florida LLC	2706 Lee Blvd	Lehigh Acres	FL	(407)239-536-4527 369-0111
358685	FH Donuts, Inc.	16645 Fishhawk Blvd	Lithia	FL	(813)381-3669
332894	SSRM VB3 LLC	22722 State Road 54	Lutz	FL	(813)909-8434
357159	Marianna Donuts, LLC	2206 Florida 71	Marianna	FL	(727)850-953-3301 600-5056
339889	HZ Coffee Group, LLC	5128 Biscayne Blvd	Miami	FL	(305)479-2695
341860	HZ Coffee Group, LLC	4880a Nw 183rd St	Miami	FL	(305)623-1115
330411	HZ Coffee Group, LLC	341 41st St	Miami Beach	FL	(305)420-5492
357112	Compass Group USA, Inc.	11300 Ne 2nd Ave	Miami Shores	FL	(305)899-3697
332745	SOUTHEAST ENTERPRISED FL HOLDINGS, I LLC	14305 Miramar Parkway	Miramar	FL	(954)378-7986
359723	NAVARRE DONUTS, LLC	8856 Navarre Pkwy	Navarre	FL	(908)850-304-2852 710-1313
336484	LEGACY MILLPOND QSR LLC	7635 State Road #54	New Port Richey	FL	(727)232-2670
341770	DJH Enterprises, Inc.	441 3rd Ave	New Smyrna Beach	FL	(386)426-5885
355078	Niceville Donuts, LLC	1152 John Sims Pkwy E	Niceville	FL	(732)850-452-9331 812-5078
336907	HZ Coffee Group, LLC	7135 W Mcnab Rd	North Lauderdale	FL	(954)754-721-8003 324-5857
357534	Redington Beach Donuts, LLC	17307 Gulf Blvd	North Redington Beach	FL	(732)727-452-9331 471-6344
304606	HZ Coffee Group, LLC	1801 W Oakland Park Blvd	Oakland Park	FL	(954)485-7075
332988	Silver Springs Donuts, Inc.	2431 E. Silver Springs Blvd	Ocala	FL	(352)629-7895
336979	AC Popes Island, Inc.	1719 E Silver Star Rd	Ocoee	FL	(407)523-7363
336456	Tampa Road Donuts, Inc.	3720 Tampa Rd	Oldsmar	FL	(813)852-9857
330007	Vista Donuts, L.L.C.	12236 S Apopka Vineland Rd	Orlando	FL	(407)778-4390

PC #	Franchisee	Address	City	ST	Phone
330155	SSRM 13 LLC	1131 S Semoran Blvd	Orlando	FL	(407)737-0306
336445	SSRM3, LLC	13781 S John Young Pkwy	Orlando	FL	(407)240-3737
338746	SSRM 13 LLC	1650 N Alafaya Trl	Orlando	FL	(407)384-9377
353620	MRMP Ventures I LLC	9898 International Dr	Orlando	FL	(407)351-6387
358632	Milan Patel	9303 Jeff Fuqua Blvd	Orlando	FL	(407)825-2399
338746 364268	SSRM 13 Orlando Airport Donuts, LLC	1650 N Alafaya Trl 10505 Jeff Fuqua Boulevard	Orlando	FL	(407)754-384- 9377 281-7413
330155	SSRM 13 LLC	1131 S Semoran Blvd	Orlando	FL	(407)737-0306
336445	SSRM3, LLC	13781 S John Young Pkwy	Orlando	FL	(407)240-3737
358745	Pace Donuts, LLC	4804 Us 90	Pace	FL	(908)850-304- 2852 262-8227
336903	Palm Coast Parkway Donuts, LLC	1310 Palm Coast Pkwy Sw	Palm Coast	FL	(386)302-0646
302529	US 19 Donuts, Inc.	33240 Us Highway 19 N	Palm Harbor	FL	(727)400-6884
350352	AC Reed Road, Inc.	612 10th St E	Palmetto	FL	(941)723-7711
354830	23RD STREET DONUTS, LLC	1200 W 23rd St	Panama City	FL	(850)262-8107
355383	BAY CITY POINT DONUTS, LLC	516 E 23rd St	Panama City	FL	(908)850-304- 2852 392-7940
355775	Nine Mile Donuts, LLC	304 E 9 Mile Rd	Pensacola	FL	(473)850-452- 9331 262-8660
356321	MOBILE HIGHWAY DONUTS, LLC	4835 Mobile Highway	Pensacola	FL	(473)850-452- 9331 262-8112
343305	FLMS Plant City, LLC	2307 James L. Redmond Pkwy	Plant City	FL	(813)659-1300
339909	Highlands International Management, Inc. #N/A	6299 W Sunrise Blvd	Plantation	FL	(954)453-7004
341067	301 DONUTS, INC.	7028 Us Highway 301 S	Riverview	FL	(813)677-1083
341149	Panco, BLUE HERON AT RB LLC	1850 W Blue Heron Blvd.	Riviera Beach	FL	(561) 844- 6444 461-8160
352159	SAO MIGUEL DONUTS, LLC	717 Cypress Village Blvd	Ruskin	FL	(813)633-3003
352886	ELIAS DONUTS LLC	6101 Gulf Blvd	Saint Pete Beach	FL	(727)201-9713
355813	4th Street South Donuts, LLC	1524 4th St S	Saint Petersburg	FL	(472)727-953- 3301 289-3927
356562	49TH STREET DONUTS, LLC	3934 49th St N	Saint Petersburg	FL	(908)727-304- 2852 471-6343
350919	SSRM5, LLC	2525 University Pkwy	Sarasota	FL	(941)822-8837
341045	AC Management, Inc.	11200 East M. L. King Blvd	Seffner	FL	(813)315-9892
338033 336978	Jenlin Cortez Donuts, Inc.	4471 Commercial Way 13179 Cortez Blvd	Spring Hill	FL	(352) 597- 9010 277-0773
336978 338033	Cortez Donuts Jenlin, Inc.	13179 Cortez Blvd 4471 Commercial Way	Spring Hill	FL	(352) 277- 0773 597-9010
358722	ALEX JAMES DONUTS, LLC	11046 Spring Hill Dr	Spring Hill	FL	(352)688-0628
341646 359526	Legacy Donuts 6, Inc. SUNRISE COFFEE LLC	13510 Cypress Glenn Lane 12801 West Sunrise Boulevard	Tampa Sunrise	FL	(813)954-972- 4481 601-7804

PC #	Franchisee	Address	City	ST	Phone
342321 336458	Legacy Donuts Hillsborough SSRM VB3 LLC	3512 E Hillsborough Ave 18003 Highwoods Preserve Pkwy	Tampa	FL	(813)231-4350 971-7547
336458 336538	SSRM VB3 PURPLE SUNSET, LLC	18003 Highwoods Preserve Pkwy 8714 W. Hillsborough Ave	Tampa	FL	(813)971-7547 881-9894
337999	AC Management, Inc.	4325 Hillsborough Plz	Tampa	FL	(813)884-1600
340463	DALE MABRY DONUTS, LLC	7004 N. Dale Mabry Hwy	Tampa	FL	(813)888-8650
341060	Legacy Donuts West Busch, LLC	1909 E Bearss Ave	Tampa	FL	(813)632-8744
341646	Legacy Donuts 6, Inc.	13510 Cypress Glenn Lane	Tampa	FL	(813)972-4481
342149	Legacy Donuts Busch LLC	3203 E. Busch Blvd	Tampa	FL	(813)985-4750
342321	Legacy Donuts Hillsborough LLC	3512 E Hillsborough Ave	Tampa	FL	(813)231-4350
343508	Agapite and Cloe Donuts, Inc.	5227 Ehrlich Rd	Tampa	FL	(813)968-3100
344481	CROSS CREEK DONUTS, LLC	10960 B-Cross Creek	Tampa	FL	(813)388-6877
355802	Legacy West Fowler LLC	1911-C E Fowler Ave	Tampa	FL	(813)513-8652
341060	Legacy Donuts West Busch, LLC	1909 E Bearss Ave	Tampa	FL	(813)632-8744
342149	Legacy Donuts Busch LLC	3203 E. Busch Blvd	Tampa	FL	(813)985-4750
336538	PURPLE SUNSET, LLC	8714 W. Hillsborough Ave	Tampa	FL	(813)881-9894
351146	Legacy Donuts Fowler, LLC	5610 E Fowler Ave	Temple Terrace	FL	(813)985-8600
345017	AC Reed Road, Inc.	3745a Bruce B Downs Blvd	Wesley Chapel	FL	(813)994-5364
362996	Ponta Delgada Donuts LLC	14407 Us Highway 301	Wimauma	FL	(813)938-1768
341150	Winter Haven Donuts, LLC	1578 3rd Street Sw	Winter Haven	FL	(863)297-9100
354814	YULEE FOODS LLC	463889 State Road 200	Yulee	FL	(904)491-1500
359612	Cogburn Donuts Holdings, LLC	670 N Main St	Alpharetta	GA	(770)797-5427
350737	Oconee County Doughboys, LLC	1045 Gaines School Rd	Athens	GA	(706)353-7166
302140	302140 COFFEE CAFE, LLC	2651 Cobb Pky Nw	Atlanta	GA	(770)952-2009
350432	350432 COFFEE CAFE, LLC	682 Boulevard Ne	Atlanta	GA	(404)404-936-2121 810-0010
358682	358682 Coffee Cafe, LLC	1270 Spring St Nw	Atlanta	GA	(404)770-936-2121 278-9328
359151	359151 Coffee Cafe 1, LLC	2230 Marietta Blvd Nw	Atlanta	GA	(4678)770-458-9866 544-7382
359606	359606 Coffee Cafe, LLC	881 Peachtree St Ne	Atlanta	GA	(404)470-936-2121 826-4054
359739	Platinum Donuts, LLC	1250 Moreland Ave Se	Atlanta	GA	(470)225-6182
332138	APS Investments, Inc.	3024 Washington Rd	Augusta	GA	(706)731-9697
355335	355335 Coffee Cafe, LLC	2630 Old Winder Highway	Braselton	GA	(404)678-936-2121 960-4056
353820	Hamilton Mill Donuts Holdings, LLC	2710 Hamilton Mill Rd	Buford	GA	(678)546-0229
362622	Cartersville West Donuts Holdings, LLC	11 Charley Harper Dr	Cartersville	GA	(678)719-8434
330524	Golden Donuts, LLC	5558 Peachtree Industrial Blvd	Chamblee	GA	(770)454-1574
363050	Clarkesville Donuts Holdings, LLC	487 Washington Street	Clarkesville	GA	(706)839-1592
356594	Hemani Group Development LLC	212 S Main St	Cleveland	GA	(706)865-2072

PC #	Franchisee	Address	City	ST	Phone
346411	Veterans Foods Coffee Cafe 4, LLC	1523 Veterans Pkwy	Columbus	GA	(334)706-710-9962 243-1710
358224	358224 GEORGIA DONUTS, LLC	110 Banks Crossing Dr	Commerce	GA	(770)544-8926
344447 330803	Highway 20 Foods Georgia Donuts SE, LLC	1890 Highway 20 2280 Salem Rd Se	Conyers	GA	(1678)770-458-9866 544-7041
330803 344447	Salem Road Foods Georgia Donuts SE, LLC	2280 Salem Rd 1890 Highway 20 Se	Conyers	GA	(770)544-8811
362271	Highway 278 Foods Georgia Donuts SE, LLC	3153 Highway 278 Ne	Covington	GA	(770)651-7726
331009	Exit 14 Donuts Holdings, LLC	1165 Buford Hwy	Cumming	GA	(770)781-5805
354533	THIRD CUPPA COFFEE INC.	5470 Bethelview Rd	Cumming	GA	(470)839-2730
359376	Windermere Donuts Holdings, LLC	3065 Old Atlanta Rd	Cumming	GA	(770)887-4416
331009 302060	Exit 14 Macon Donuts Holdings, LLC & Coffee, Inc.	1165 Buford Hwy 4760 Memorial Dr	Cumming Decatur	GA	(770)404-781-5805 292-6111
302116	Candler Road Foods Georgia Donuts SE, LLC	2704 Candler Rd	Decatur	GA	(770)544-7168
359791	359791 Coffee Cafe, LLC	2550 Lawrenceville Highway	Decatur	GA	(1404)470-936-2121 731-6638
302060	Macon Donuts & Coffee, Inc.	4760 Memorial Dr	Decatur	GA	(404)292-6111
354631	1949 Dublin Donuts -LLC	1949 Veterans Blvd	Dublin	GA	(478)353-1364
302564	302564 COFFEE CAFE, LLC	3435 Peachtree Industrial Blvd	Duluth	GA	(678) 909-2362 206-0576
307881	Golden Donuts, LLC	3725 Club Dr	Duluth	GA	(770)564-2783
336382	APS Investments, Inc.	4366 Washington Rd	Evans	GA	(706)364-1843
363790	363790 Coffee Cafe LLC	985 Glynn St North, Bldg 200	Fayetteville	GA	(470)944-9125
362647	Spout Springs Donuts Holdings, LLC	5915 Spout Springs Rd	Flowery Branch	GA	(678)828-7504
363049	Lake Oconee LLC	1000 Salem Walk Drive	Greensboro	GA	(470)398-3120
340398	BC 1800 EW, LLC.	1800 N Expressway	Griffin	GA	(770)467-9534
352036	BC 11286 TB, LLC.	11286 Tara Blvd	Hampton	GA	(770)472-9906
336381	336381 COFFEE CAFE, LLC	741 Townpark Ln Nw	Kennesaw	GA	(678)355-5518
336991	Lake City Foods Georgia Donuts SE, LLC	5663 Jonesboro Rd	Lake City	GA	(770)249-7038
351323	351323 COFFEE CAFE, LLC	1942 Atkinson Rd	Lawrenceville	GA	(1404)770-936-2121 339-0011
335411	Golden Donuts, LLC	3935 Lawrenceville Hwy	Lilburn	GA	(770)921-8669
338629	Waheguru Jatt COFFEE CAFE 2, LLC	4152 Atlanta Hwy	Loganville	GA	(470)359-5920
307475	307475 Georgia Donuts, LLC	121 Tom Hill Sr Blvd	Macon	GA	(678)478-551-0147 475-0770
357150	357150 Coffee Cafe, LLC	1800 Eatonton Rd	Madison	GA	(1404)706-936-2121 847-4205
304785	304785 COFFEE CAFE, LLC	2765 Sandy Plains Rd	Marietta	GA	(770)977-2722
307688 308655	South Marietta Donuts Holdings 308655 COFFEE CAFE, LLC	670 S Marietta Pkwy 2885 Canton Hwy	Marietta	GA	(770) 423-5947 422-3375
308655 310095	308655 COFFEE CAFE, LLC CRIS VIS, INC.	2885 Canton 2475 Dallas Hwy Sw	Marietta	GA	(678)770-909-2362 792-6677
356161	356161 GEORGIA DONUTS, LLC	751 Whitlock Ave Sw	Marietta	GA	(770)575-4107

PC #	Franchisee	Address	City	ST	Phone
310095	RIS VIS, INC.	2475 Dallas Hwy Sw	Marietta	GA	(770)792-6677
351651	Second Cuppa Coffee Inc	1966 N Columbia St	Milledgeville	GA	(478)453-3330
362948	Poplar Donuts Holdings, LLC	740 Poplar Rd	Newnan	GA	(404)905-5513
334708	Macon Donuts & Coffee, Inc.	5075 Peachtree Pkwy	Norcross	GA	(678)966-0909
347710	347710 COFFEE CAFE, LLC	7087 Highway 85	Riverdale	GA	(404)770-936- 2121909-0011
352698	BC 2ABR LLC	12 Bailey Station Dr	Sharpsburg	GA	(770)253-0022
360623	SKS Ice Cream, Inc.	606 Fair Rd	Statesboro	GA	(912)681-1227
302851	Macon Donuts & Coffee, Inc.	5161 Highway 78	Stone Mountain	GA	(678)344-9920
354030	354030 Coffee Cafe, LLC	5870 Cumming Highway	Sugar Hill	GA	(1404) 936 2121
332011	Golden Donuts, LLC	4450k Nelson Blogden Blvd	Sugar Hill	GA	(770)271-4200
354030	354030 Coffee Cafe, LLC	5870 Cumming Highway	Sugar Hill	GA	(770)271-1414
352613	352613 Coffee Cafe, LLC	4092 Lawrenceville Hwy	Tucker	GA	(404)470-936- 2121857-5737
350788	350788 COFFEE CAFE, LLC	4760 Jonesboro Rd	Union City	GA	(404)770-936- 2121969-9181
363270	SG DONUTS LLC	2917 North Ashley Street	Valdosta	GA	(229)232-4508
355726	West Georgia Cafe, Inc.	135 Commerce Dr	Villa Rica	GA	(770)459-3113
340542	340542 GEORGIA DONUTS, LLC	3111 Watson Blvd	Warner Robins	GA	(1678)478-458- 9866953-1333
350168	Oconee County Doughboys, LLC	2081 Hog Mountain Rd	Watkinsville	GA	(706)769-8363
336181	Awale Investments, Inc.	875 Towne Lake Parkway	Woodstock	GA	(770)928-2582
336533	P K & G Investors Inc.	33 E Lake St	Addison	IL	(630)279-7125
336656	Devlata Investors Inc.	1750 West Lake St	Addison	IL	(630)773-9890
340842	Alsip Donuts, Inc.	12150 S. Cicero Ave	Alsip	IL	(708)824-9744
310168	105 Dundee Corporation	105 W. Dundee Rd	Arlington Heights	IL	(1773) 383 5607
301361	Anusha International, Inc.	1010 E Rand Rd	Arlington Heights	IL	(847)577-0506
310168	105 Dundee Corporation	105 W. Dundee Rd	Arlington Heights	IL	
341408	2nd Gen - DWTN AH, INC	122 S Arlington Heights Rd	Arlington Heights	IL	(847)483-9820
306424	CHEHAR, CORP.	1255 N Farnsworth Ave	Aurora	IL	(630)898-7000
337268	New Prakash, Inc.	1237 N Eola Rd	Aurora	IL	(630)375-0991
342011	PPP EOLA DONUTS INC.	2380 South Eola Rd	Aurora	IL	(630)820-1869
302147	Suresh, Inc.	108 S Northwest Hwy	Barrington	IL	(847)381-3808
308537	Bartlett Donuts, Inc.	751 S Route #59	Bartlett	IL	(630)213-2340
344422	HARI DONUTS BATAVIA, INC.	2002 W Wilson St	Batavia	IL	(630)406-9170
304536	V RUN BELLWOOD, INC.	502 Mannheim Rd	Bellwood	IL	(708)401-5601
300561	Unique Group, Inc.	6601 Cermak Rd	Berwyn	IL	(708)749-0906
300606	Royal Corporation	7020 Ogden Ave	Berwyn	IL	(708)795-5444
336742	Peoria Bloomington Donuts, Inc.	2306 East Oakland Ave	Bloomington	IL	(309)662-2622
300676	Sarika, Inc.	2323 W. 127th St	Blue Island	IL	(708)371-8558
355993	SREC - BRIDGEVIEW INC.	7949 W 79th St	Bridgeview	IL	(708)458-2143

PC #	Franchisee	Address	City	ST	Phone
343774	Broadview Donuts and Coffee Inc	1940 Roosevelt Rd	Broadview	IL	(708)681-2420
359380	Expansion 83 Inc.	1165 Mchenry Rd	Buffalo Grove	IL	(847)353-1363
339071	Nasa One, Inc.	8049 S Harlem Ave	Burbank	IL	(708)430-4791
300734	CALUMET TWO, INC.	664 River Oaks Dr	Calumet City	IL	(708) 968- 1304 253-8843
356396	CANTON DONUTS LLC	59 W Locust St	Canton	IL	(309)357-5198
302635	Carol Stream Donuts, Inc.	880 W Army Trail Rd	Carol Stream	IL	(630)289-6568
337637	Jaffer Khowaja	2270 Randall Rd	Carpentersville	IL	(847)844-3938
336486	OM SHREE KESHAV INC.	515 S. Neil St	Champaign	IL	(217)359-7005
308139 300566	Shimurima Royal Food, Inc.	1244 N Ashland 1743 W. Lawrence Ave	Chicago	IL	(773) 227- 0890 334-0554
350101 300682	Shimurima Karam Foods, Inc.	1651 N Western Ave 1755 W Addison St	Chicago	IL	(773) 697- 8582 248-4777
304950 300729	Gold, Inc A. J. PATEL FOOD SERVICE, INC.	3910 S Archer 3132 W Devon Ave	Chicago	IL	(773) 523- 3646 262-4561
349441 300938	HYDEPARK TWO INC Purohit Brothers Inc.	1418 E 53rd St 7171 W Irving Park Rd	Chicago	IL	(773) 288- 5719 286-1668
352209	Lake Park Two, Inc.	1400 E 47th St	Chicago	IL	(773)956-3943
336172 301124	Zuri Gul Foods, Inc.	7578 N Western 4045 W Lawrence Ave	Chicago	IL	(773) 274- 7800 427-9777
350908 301316	SOUTHSIDE MANAGEMENT INC Vishal, Inc.	1749 5000 W 87th St Irving Park Rd	Chicago	IL	(773) 233- 8877 545-0515
351268	Zuri, Inc.	7553 N Paulina St	Chicago	IL	(773)274-0204
301626	SHREE CICERO INC.	2337 N Cicero Ave	Chicago	IL	(773)237-1300
340173 301944	Shree-Dutt Shimurima, Inc.	2640 N Narragansett Ave 3101 W Irving Park Rd	Chicago	IL	(773) 622-7591
341285	SHREE SHIV INC.	4644 W Diversey	Chicago	IL	(773)202-1940
331816 302513	CHICAGO ANILA DONUTS, INC. Territorial Corporation	3427 W Diversey 3039 N. Central Ave	Chicago	IL	(773) 252- 5600 777-4773
300682	Karam Foods, Inc.	1755 W Addison St	Chicago	IL	(773)248-4777
301124 302689	Gul Foods, Satelite Inc.	4045 W Lawrence 2801 S Kedzie Ave	Chicago	IL	(773) 427- 9777 847-5930
303383	Naaz Foods, Inc.	6250 N Clark St	Chicago	IL	(773)338-2700
304935 304551	Deluxe Foods Inc RMN Corp.	6342 3000 N Milwaukee Ashland Ave	Chicago	IL	(773) 763- 7181 929-6669
330257 304641	Aga Donuts, Inc. Dejurs Belmont Corporation	1441 3801 W Montrose Belmont Ave	Chicago	IL	(773) 348- 4888 539-1125
341237 304662	Grand Donuts, Inc. SAIL BABA ASHLAND INC.	5050 W Grand 4302 S Ashland Ave	Chicago	IL	(773) 219)622- 3373 781-9441
342335 304777	Nagle Donuts De Jurs Enterprises, Inc.	5205 N Nagle Avenue 3310 W Addison St	Chicago	IL	(773) 763- 7160 539-8114
332479 304851	Purodar NRN 69 Pulaski Inc.	5650 W Fullerton Ave 6925 S. Pulaski Rd	Chicago	IL	(773) 385- 6564 585-5999

PC #	Franchisee	Address	City	ST	Phone
350881 304908	HARLEM DONUTS, SHREEJI ASSOCIATES INC.	5401 N Harlem 6100 S. Western Ave	Chicago	IL	(708)773-831-4209 776-3421
300566 304935	Royal Food, Deluxe Foods Inc.	1743 W. Lawrence 6342 N Milwaukee Ave	Chicago	IL	(773)334-0554 763-7181
343093 304950	Peterson Foods Gold, Inc.	3401 W. Peterson 3910 S Archer Ave	Chicago	IL	(773)267-6777 410-4810
300729 306062	A. J. PATEL FOOD SERVICE, INC NRN I, Inc.	3132 W Devon Ave 4701 S Kedzie Avenue	Chicago	IL	(773)262-4561 254-3489
302513 306753	Territorial Corporation Amrit, Inc.	3039 5200 N-Central Lincoln Ave	Chicago	IL	(773)777-4773 784-5070
307504	Dhara I Corporation	3481 S. Dr Martin L King Jr Dr	Chicago	IL	(312)949-1111
307724	Veterans Square Donuts, Inc.	4867 N Milwaukee Ave	Chicago	IL	(773)202-0988
307992	Gold Coast Foods, Inc.	31 E Adams St	Chicago	IL	(872)873-2925
342748 308139	4851 Belmont Donut Shimurima, Inc.	4851 W Belmont 1244 N Ashland Ave	Chicago	IL	(773)777-7589 227-0890
310285	Central Foods, Inc.	1231 S Wabash Ave	Chicago	IL	(312)765-9952
330136	Dunning Donuts, Inc.	6408 W. Irving Park Rd	Chicago	IL	(773)545-9875
304641 330257	Dejurs Belmont Corporation Aga Donuts, Inc.	3801 1441 W.-Belmont Montrose Ave	Chicago	IL	(773)539-1125 348-4888
304777 331816	De Jurs Enterprises, Inc CHICAGO ANILA DONUTS, INC.	3310 3427 W Addison St Diversey Ave	Chicago	IL	(773)539-8114 252-5600
332397	Western Irving Food Corp.	4010 N. Western Ave.	Chicago	IL	(773)604-4433
343169 332479	De Jurs Enterprises, Purodar Inc.	3347 5650 W.-North Fullerton Ave	Chicago	IL	(773)486-7974 385-6564
336005	Shree Shiv Shakti, Inc.	5959 Diversey Ave	Chicago	IL	(773)745-0731
336088	SURAMBALA CORP.	5615 S Harlem Ave	Chicago	IL	(773)586-6460
336172	Zuri, Inc.	7578 N Western Ave	Chicago	IL	(773)274-7800
336600	Roosevelt Eatery, LLC	1651 W Roosevelt Rd	Chicago	IL	(312)563-1377
351403	DMM 103RD KING, LLC	350 E 103rd St	Chicago	IL	(773)468-1407
340404 336741	Sodagar Business Divya, Inc.	2247 N. Milwaukee 8753 S Stony Island Ave	Chicago	IL	(773)235-1365 375-2426
342164 337399	Sodagar Business, Inc SHAUN ASSOCIATES INC.	901 W Washington Blvd 2477 S Archer Ave	Chicago	IL	(312)850-3450 225-3211
304908	SHREEJI ASSOCIATES INC.	6100 S. Western Ave	Chicago	IL	(773)776-3421
337587	Purohit Brothers Inc.	5050 N Cicero Ave	Chicago	IL	(773)481-1488
359561	Diversey D.B.T., Inc.	2706 N Halsted St	Chicago	IL	(1847) 668-6842
340379 337720	Chung Jin Corp Thomas Management Associates, Inc.	4821 N. Kedzie 3977 W Columbus Ave	Chicago	IL	(773)463-2691 581-6530
351459 338802	IZA INC Crystal Foods Inc.	200 E Randolph Ohio St	Chicago	IL	(312)872-233-3333 873-2922
339721	KATE & MAJ INC.	6001 West Addison Ave	Chicago	IL	(773)202-1915
300938 339728	Purohit Brothers Inc. Moonstone Foods Enterprises, LLC	7171 W Irving Park Rd 600 S. Wabash Ave	Chicago	IL	(773)872-286-1668 873-2931

PC #	Franchisee	Address	City	ST	Phone
350197339911	EVA I INC Yasa Inc.	44875 E 87th Washington St.	Chicago	IL	(773)312-846-8400 223-0306
306753340173	Amrit Shree Dutt, Inc.	5200 2640 N Lincoln Narragansett Ave	Chicago	IL	(773)784-5070 622-7591
339911340379	Yasa Inc Chung Jin Corp.	75 E. Washington St. 4821 N. Kedzie Ave	Chicago	IL	(312)773-223-0306 463-2691
345349340404	HG FOSTER LLC Sodagar Business, Inc.	5130 2247 N-Broadway St. Milwaukee Ave	Chicago	IL	(773)235-1365
307504340873	Dhara I Kokila Corporation	3481 7905 S-Dr Martin L King Jr Dr Cicero	Chicago	IL	(312)773-949-1111 585-2432
304551341237	RMN Corp Grand Donuts, Inc.	3000 N Ashland 5050 W Grand Ave	Chicago	IL	(773)929-6669 622-3373
304662341285	NRN 43 Ashland Inc SHREE SHIV INC.	4302 S Ashland Ave 4644 W Diversey	Chicago	IL	(773)847-3337 202-1940
342164	Sodagar Business, Inc.	901 W Washington Blvd	Chicago	IL	(312)850-3450
304851 342335	NRN 69 Pulaski Nagle Donuts Inc.	6925 S. Pulaski Rd 5205 N Nagle Avenue	Chicago	IL	(773)585-5999 763-7160
306062 342748	NRN I 4851 Belmont Donut Inc.	4701 S Kedzie Avenue 4851 W Belmont Ave	Chicago	IL	(1847)773-219-1399 777-7589
336005343082	Shree Shiv Shakti, Inc SHREE BKR, INC.	5959 Diversey 5707 W North Ave	Chicago	IL	(773)745-0731 622-5360
337399343093	SHAUN ASSOCIATES INC Peterson Foods, Inc.	2477 S Archer 3401 W. Peterson Ave	Chicago	IL	(312)773-225-3211 267-6777
336088343169	SURAMBALA CORP De Jurs Enterprises, Inc.	5615 S Harlem 3347 W. North Ave	Chicago	IL	(773)586-6460 486-7974
343864	NRN 59 Kedzie, Inc.	5931 S. Kedzie Ave	Chicago	IL	(773)776-5900
357224	DIYA 75TH KING, LLC	7450 S. Martin Luther King Dr.	Chicago	IL	(1630) 362-6766
358732 345349	DIYA STONY HG FOSTER LLC	7013 S Stony Island Ave 5130 N Broadway St	Chicago	IL	(773)633-0849 878-4623
359369 346737	DIYA AVENUE O, LLC Canal Foods, Inc.	11711 S Ave O 500 W. Roosevelt Rd	Chicago	IL	(1630)872-362-6766 873-2921
352463	DMM 115TH, LLC	11525 S Halsted St	Chicago	IL	(773)726-2538
347231	Gumatit, Inc.	9100 S Commercial Ave	Chicago	IL	(773)221-3991
349441	HYDEPARK TWO INC.	1418 E 53rd St	Chicago	IL	(773)410-6338
302689350101	Satelite Shimurima, Inc.	2801 S Kedzie 1651 N Western Ave	Chicago	IL	(773)847-5930 697-8582
307992350197	Gold Coast Foods, Inc. EVA I INC	31448 E Adams 87th St	Chicago	IL	(312)773-922-7000 846-8400
310285350881	Central Foods, Inc. HARLEM DONUTS, INC.	1231 S Wabash 5401 N Harlem Ave	Chicago	IL	(312)708-765-9952 831-4209
338802350908	Crystal Foods Inc SOUTHSIDE MANAGEMENT INC.	200 E Ohio 1749 W 87th St	Chicago	IL	(312)773-787-9055 233-8877
339728351268	Moonstone Foods Enterprises, LLC Zuri, Inc.	600 S. Wabash Ave 7553 N Paulina St	Chicago	IL	(312)773-786-9750 274-0204

PC #	Franchisee	Address	City	ST	Phone
346737351403	Canal Foods, Inc. DMM 103RD KING, LLC	500 W. Roosevelt Rd 350 E 103rd St	Chicago	IL	(312)773-765-0199 468-1407
343082352209	SHREE BKR, INC Lake Park Two, Inc.	5707 W North Ave 1400 E 47th St	Chicago	IL	(773)708-622-5360 263-9739
336741352463	Diya, Inc. DMM 115TH, LLC	8753 11525 S Stony Island Ave Halsted St	Chicago	IL	(773)375-2426 726-2538
355127	DIYA TORRENCE, LLC	10351 S Torrence Ave	Chicago	IL	(773)633-1557
357224	DIYA 75TH KING, LLC	7450 S. Martin Luther King Dr.	Chicago	IL	
337720358732	Thomas Management Associates, Inc. DIYA STONY LLC	3977 W Columbus 7013 S Stony Island Ave	Chicago	IL	(773)581-6530 633-0849
340873359369	Kokila Corporation DIYA AVENUE O, LLC	7905 11711 S Cicero Ave O	Chicago	IL	(773)585-2432 437-4064
301316359414	Vishal, Bhakti Associates Inc.	5000 W. Irving Park Rd 3501 Roosevelt Road	Chicago	IL	(773)545-0515 405-6262
330136359561	Dunning Donuts Diversey D.B.T., Inc.	6408 W. Irving Park Rd 2706 N Halsted St	Chicago	IL	(773)545-9875 871-8646
301944364102	Shimurima, Inc. DIYA 24th WESTERN LLC	3101 2448 W Irving Park Rd 24th St	Chicago	IL	(404)872-925-1151 444-8180
343456	DEJURAS LARAMIE GROUP CORP.	782 N Laramie Ave	Chicago	IL	(773)626-2343
302435	Doloma, Inc.	3225 Chicago Rd	Chicago Heights	IL	(708)754-9774
358434	SUCCESS IN SWEET TOO, INC.	9680 S Ridgeland Ave	Chicago Ridge	IL	(630)841-4406
301000	Unique Group, Inc.	5600 W 16th St	Cicero	IL	(708)780-9330
306625	CICERO 22ND DONUTS LLC	2147 S Cicero Ave	Cicero	IL	(708)656-2090
301000	Unique Group, Inc.	5600 W 16th St	Cicero	IL	(708)780-9330
339524	Country Club Donuts, Inc.	4021 W 183rd St	Country Club Hills	IL	(708)206-1606
302581	Mariyam II, Inc.	1724 N Plainfield Rd	Crest Hill	IL	(815)741-4511
338969	Janki & Mamta Corp.	5443 W 127th St	Crestwood	IL	(708)396-9701
344504	Star Coffee of Crystal Lake, LLC	4817 Northwest Hwy	Crystal Lake	IL	(815)477-4817
336980	DEERFIELD BREWS, INC.	499 Lake Cook Rd	Deerfield	IL	(847)272-6100
351290	HARI DONUTS DEKALB, INC.	1101 W Lincoln Hwy	Dekalb	IL	(815)901-0484
341778	Des Plaines Donuts, Inc.	1552 Rand Rd	Des Plaines	IL	(847)635-3342
300567	Hanuman Inc.	850 Elmhurst Rd	Des Plaines	IL	(847)981-9022
340608	Oak-Elm Donuts, Inc.	782 W Oakton	Des Plaines	IL	(847)290-0752
341778	Des Plaines Donuts, Inc.	1552 Rand Rd	Des Plaines	IL	(847)635-3342
336988	Five Star Brothers Inc	1136 E. Sibley Blvd	Dolton	IL	(708)849-3991
347245	Mukhiji Inc.	892 S Main Street	East Dundee	IL	
357392	East Peoria Donuts Incorporated	303 S Main St	East Peoria	IL	(309)966-3007
331731	Shree Pandya Inc.	95 Clock Tower Plz	Elgin	IL	(847)454-3944
336579	Shree Ashok Inc.	812 E Chicago St	Elgin	IL	(847)841-7411
336502	Samir & Sunena, Inc.	1730 N. State St	Elgin	IL	(847)531-8700
362796336579	Radhe Krishna Shree Ashok Inc.	351 S Randall Rd 812 E Chicago St	Elgin	IL	(847)622-0100 841-7411

PC #	Franchisee	Address	City	ST	Phone
356491	Dundee Coffee Inc.	1169 Dundee Ave	Elgin	IL	(630)206-3936
362796	Radhe Krishna, Inc.	351 S Randall Rd	Elgin	IL	(847)622-0100
353202	2ND GEN - BIESTERFIELD INC.	50 Biesterfield Rd	Elk Grove Village	IL	(847)437-1004
336501	Arihantenam Corp.	506 W North Ave	Elmhurst	IL	(630)279-1933
303395	Rozenan, Inc.	936 N York Rd	Elmhurst	IL	(630)530-9292
336501	AADINATHNAM CORP	506 W North Ave	Elmhurst	IL	(630)279-1933
304907	Shree Jalam Grand Inc.	7201 W Grand Ave	Elmwood Park	IL	(708)452-0145
306178	Kardo 4, Inc.	2658 Green Bay Rd	Evanston	IL	(847) 869-6667 257-6326
338026	Kardo 2, Inc.	1900 Dempster St	Evanston	IL	(847) 869-3600 257-5454
342523	Vinayak Donuts, Inc.	9800 S Western Ave	Evergreen Park	IL	(708)424-6666
362708	DHRUVI ASSOCIATES INC.	8736 S Kedzie Ave	Evergreen Park	IL	(773)776-2263
342523	Vinayak Donuts, Inc.	9800 S Western Ave	Evergreen Park	IL	(708)424-6666
350036	OM SHREE BHOLENATH INC.	6008 N Illinois St	Fairview Heights	IL	(618) 622-2505 489-1026
358907	Padma, Inc.	3608 Vollmer Rd	Flossmoor	IL	
345698	Shree Radhakrishna Inc.	7660 W Madison St	Forest Park	IL	(708)488-9488
336650	Matru Krupa, Inc.	10131 W Grand Ave	Franklin Park	IL	(847)288-9261
351253	2ND GEN - GLEN ELLYN INC.	651 Roosevelt Rd	Glen Ellyn	IL	(630)474-0463
354633	ARMY TRAIL DONUTS, INC.	2130 Bloomingdale Rd	Glendale Heights	IL	(847)648-4941
349945 306011	Karim Fayyaz Enterprises Inc-#6	1410 Waukegan Rd 1750 Milwaukee Ave	Glenview	IL	(847) 724-3200 390-0277
306011 349945	Fayyaz Enterprises Karim Inc- #6	1750 Milwaukee Ave 1410 Waukegan Rd	Glenview	IL	(847) 390-0277 724-3200
342052	MANISHA INC.	817 E Belvidere Rd	Grayslake	IL	(847) 543-7366 230-0313
337106	GURNEE COFFEE INC.	5414 Grand Ave	Gurnee	IL	(847)249-9200
336862	Barrington Donuts Inc.	7450 Barrington Rd	Hanover Park	IL	(630)540-1740
339425	Harvey Donuts, Inc.	16242 S Halsted	Harvey	IL	(708)331-5801
343084	Hickory Hills Donuts, Inc.	7847 W. 95th St	Hickory Hills	IL	(708)599-6500
306048	HIGHLAND PARK BREWS, INC.	1990 Skokie Valley Rd	Highland Park	IL	(847)432-9177
306280	Purity, Inc	150 East Ogden Avenue	Hinsdale	IL	
310404	Godly Inc.	9400 Joliet Rd	Hodgkins	IL	(708) 387-7108 442-8412
363651	Hoffman Donuts, Inc.	1305 Barrington Road	Hoffman Estates	IL	(847)490-3540
339233	15060 SOUTH BELL DONUTS, INC.	14135 S Bell Rd	Homer Glen	IL	(708)301-9588
301481	183 Donuts, Inc.	2353 183rd St	Homewood	IL	(708)922-1818
339870	JJL Inc.	12090 Princeton Dr	Huntley	IL	(847)669-9495
340620	J & SP Food Inc.	510 Auburn Drive	Island Lake	IL	(847) 487-9458 665-8114
304027	Jay Varai, Inc.	20 S Larkin Ave	Joliet	IL	(815)730-3777

PC #	Franchisee	Address	City	ST	Phone
336665	RKR Dreams, Inc.	3011 Plainfield Rd	Joliet	IL	(815)609-5870
304027	Jay Varai, Inc.	20 S Larkin Ave	Joliet	IL	(815)730-3777
341761	Joliet Donuts, Inc.	2959 W Jefferson St	Joliet	IL	(815)729-1940
307271	A. Jay Bajrang, Inc.	485 South Rand Rd	Lake Zurich	IL	(847)540-7776
336488	3 RD Inc.	17733 Torrence Ave	Lansing	IL	(708)418-8701
342488	SHAN-ZEE'S INVESTMENT GROUP LLC	210 Peterson Rd	Libertyville	IL	(847)680-8008
338152 330329	National Foods, Inc RMN Corp.	39463910 W Devon Touhy Ave	Lincolnwood	IL	(847)677-7077 677-3400
330329 338152	RMN Corp National Foods, Inc.	39103946 W Touhy Devon Ave	Lincolnwood	IL	(847)677-3400 677-7077
336941	Lisle Two, Inc.	819 Ogden Ave	Lisle	IL	(630)708-515-9430 253-8664
344408	God Shiva Inc.	8007 Ogden Ave	Lyons	IL	(708)442-8414 442-8412
356796	Peoria Macomb Donuts, Inc	820 W Jackson St	Macomb	IL	(309)421-0337
337724	McHenry Donuts, Inc.	4502 W Elm St	Mchenry	IL	(815)363-1974
304977	Bhallas, Inc.	912 Winston Plaza	Melrose Park	IL	(708)344-6807
306474	Melrose Park Donut, Inc.	2033 N. Mannheim Rd	Melrose Park	IL	(708)344-1390
304977	Bhallas, Inc.	912 Winston Plaza	Melrose Park	IL	(708)344-6807
343190	Minooka Donuts Inc	106 N. Ridge Rd	Minooka	IL	(815)521-2911
338694	Mokena Donuts Inc	11212 W Lincoln Hwy	Mokena	IL	(815)806-8270
355623	Morton Donuts, Inc.	120 W Ashland St	Morton	IL	(309)263-4635
337732 336528	SHREE MT PROSPECT INC Hanuman Inc.	820 E Rand 1001 S Busse Rd	Mount Prospect	IL	(847)394-8654 690-0650
336528 337732	Hanuman Inc SHREE MT PROSPECT INC.	1001 S Busse 820 E Rand Rd	Mount Prospect	IL	(847)690-0650 394-8654
301479	MUNDELEIN LAKE ST COFFEE INC.	346 N Lake St	Mundelein	IL	(847)949-4411 961-4544
341432	MUNDELEIN RT 83 COFFEE INC.	722 S. Rt. 83	Mundelein	IL	(847)566-6500 796-8763
352619	Naperville Donuts, Inc.	2880 95th St	Naperville	IL	(630)922-4432
336346	New Praveg, Inc.	1991 Brookdale Rd	Naperville	IL	(630)848-0030
352059	Shivam Donuts, Inc.	702 S Washington St	Naperville	IL	(331)472-4495
352619	Naperville Donuts, Inc.	2880 95th St	Naperville	IL	(630)922-4432
341527	New Lenox Donuts Inc	970 Laraway Rd	New Lenox	IL	(815)485-8270
306987	RS NILES INC.	7525 N Harlem Ave	Niles	IL	(847)647-6998
336529	Karim No. 3, Inc.	7039 W Dempster St	Niles	IL	(847)965-2100
306987	RS NILES INC.	7525 N Harlem Ave	Niles	IL	(847)647-6998
362660	BAKER'S DONUT, INC	8584 W Dempster St	Niles	IL	(847)768-1900
336427	Jay Maruti #3 Corporation	407 S. Lincolnway	North Aurora	IL	(630)906-4040
306690	NORTH CHICAGO COFFEE INC.	2829 22nd St	North Chicago	IL	(847)689-0054 620-2632

PC #	Franchisee	Address	City	ST	Phone
338463	Sanderimata, Inc.	7501 W Cermak Rd	North Riverside	IL	(708)447-9023
340344	North Riverside Donuts, Inc.	8360 W Cermak Ave	North Riverside	IL	(708)447-9201
342243	PG & VE, Inc.	148 W North Ave	Northlake	IL	(708)531-9006
336489	Oak & Olympia Donut, Inc.	5159 159th St	Oak Forest	IL	(708)687-0269
341762	Oak Forest Donuts, Inc.	4152 W 167th St	Oak Forest	IL	(708)331-9610
336489 330663	Oak & Olympia Donut, Inc. RIDGELAND DONUTS, INC.	5159 159th St 8723 Ridgeland Ave	Oak Forest Lawn	IL	(708)687-0269 598-7510
335722	Oaklawn Inc.	10801 S Cicero Ave	Oak Lawn	IL	(708)952-1080
330663 3357030	RIDGELAND DONUTS, INC. Oaklawn Metra Donuts Inc.	8723 Ridgeland Ave 9500 S 50th Ct	Oak Lawn	IL	(708)224-598-7510 735-5554
336492	Royal Corporation	6820 W. Roosevelt	Oak Park	IL	(708)386-3322
347869	Shree Madison Donuts, Inc.	217 W Madison St	Oak Park	IL	(708)660-9379
301863	2nd Gen - Oakbrook Terrace Inc.	17521 Roosevelt Rd	Oakbrook Terrace	IL	(630)629-9026
339462	Orland Park Donuts, Inc.	11309 W 143rd St	Orland Park	IL	(708)364-7150
304500	ORLAND PARK FOODS LLC	14461 S La Grange Rd	Orland Park	IL	(708)460-3088
336659	Orland-Hommer Donut Inc.	8940 W 159th St	Orland Park	IL	(708)590-6770
339462	Orland Park Donuts, Inc.	11309 W 143rd St	Orland Park	IL	(708)364-7150
363385	Ottawa Donuts, Inc.	2866 Columbus St	Ottawa	IL	(815)434-0093
336692	Palatine Coffee Inc.	801 East Dundee Rd	Palatine	IL	(847) 359-6599 874-7015
306016	RIYA GROUP CORP.	12807 S Harlem Ave	Palos Heights	IL	(773)649-3784
342436	Worth 2, Inc.	10340 S Harlem Ave	Palos Hills	IL	(708)907-3622
352190	Karim #9, Inc.	742 W Higgins Rd	Park Ridge	IL	(847)823-4300
303400	Express Donuts, Inc.	4525 N Sterling Ave	Peoria	IL	(309)682-0272
342731	1600 Donut, Inc.	1600 N. Knoxville Ave	Peoria	IL	(309)688-2021
353215	PEORIA KNOXVILLE DONUTS, INC.	8209 N Knoxville Ave	Peoria	IL	(309)643-1779
357948	Peoria Grand Prairie, Inc.	5207 W War Memorial Dr	Peoria	IL	(309)731-4914
342731	1600 Donut, Inc.	1600 N. Knoxville Ave	Peoria	IL	(309)688-2021
303400	Express Donuts, Inc.	4525 N Sterling Ave	Peoria	IL	(309)682-0272
338604	OM Shree Neelkanth, Inc.	13313 S State Route 59	Plainfield	IL	(815)609-1940
359059	POSEN DONUTS INC.	2306 W 147th St	Posen	IL	(708)357-8591
340507	TTZM VENTURES LLC	1204 S Milwaukee Ave	Prospect Heights	IL	(847)215-2211
356417	Peoria Quincy Donuts, Inc	2602 Broadway St	Quincy	IL	(217)214-3865
306451	Samorma, Inc.	3937 Sauk Trl	Richton Park	IL	(708)481-8080
308162	Shree Dutt Belmont Inc.	8257 W. Belmont Ave	River Grove	IL	(708)453-7944
354795	Rock Fall Donuts Two, Inc.	1800 1st Ave	Rock Falls	IL	(815)708-213-4418 263-9756
331730	Narima, Inc.	3350 Kirchoff Rd.	Rolling Meadows	IL	(847)818-9675
355784	ROLLING MEADOWS DONUTS, INC.	1921 W Algonquin Rd	Rolling Meadows	IL	(847)670-0440
335426	Romeoville Donuts, Inc.	649 N Independence Blvd	Romeoville	IL	(815)293-2894
362749	ROUND LAKE COFFEE, LLC	751 North Fairfield Road	Round Lake	IL	(847)242-8247

PC #	Franchisee	Address	City	ST	Phone
352499	ASHA DONUTS, INC.	2057 Lincoln Highway	Saint Charles	IL	(630)444-0828
353588	HARI DONUTS MAIN STREET, INC.	2701 E Main St	Saint Charles	IL	(331)901-5116
301476	Schaumburg Donuts, Inc.	893 E. Schaumburg Rd	Schaumburg	IL	(847)584-2562
336651	Arihantnam Corp.	477 West Golf Rd	Schaumburg	IL	(847)839-0500
342442	Matru Krupa 2, Inc.	4740 N River Road	Schiller Park	IL	(847)671-9588
338740	OM Shreeji, Inc.	955 Brook Forest Ave	Shorewood	IL	(815)609-5570
304563	Karim, Inc. #2	5150 Touhy Ave	Skokie	IL	(847)982-0000
352355	Karim #11, Inc.	4445 Golf Rd	Skokie	IL	(847)675-7800
331837	SOUTH HOLLAND TWO, INC.	460 E. 162nd St	South Holland	IL	(708) 968- 1214407-0468
357815	STREATOR TWO DONUTS INC.	2377 North Bloomington St	Streator	IL	(815) 773 822- 6080956-3943
340378	Jay Maa, Inc.	34484 N Us Highway 45	Third Lake	IL	(847)223-5353
344036	Shacha Inc.	7086 W. 183rd St	Tinley Park	IL	(708)444-0800
351650	AMIKRU, INC.	9500 179th St	Tinley Park	IL	(708)429-9600
349817	TA Operating LLC	809 Edwardsville Road	Troy	IL	(1617) 796 8157
339235	OM SHRI SAI INC.	404 W University Ave	Urbana	IL	(217)328-3513
306437	VERNON HILLS COFFEE INC.	700 N Milwaukee Ave	Vernon Hills	IL	(847) 362- 4224233-1141
338747	Nilesh, Inc.	469 W Liberty St	Wauconda	IL	(847)487-6880
302945	BELVIDERE COFFEE INC.	2900 Belvidere Rd	Waukegan	IL	(1847) 219 3546
345798	GRAND AVE COFFEE INC.	1609 Grand Ave	Waukegan	IL	(847) 596- 5750629-7528
337460 302946	Jay Maruti Corporation B.N.K., Inc.	185 W. North Ave 330 S. Neltnor Blvd	West Chicago	IL	(630) 562- 9001231-5640
302946 337460	B.N.K., Inc. Jay Maruti Corporation	330 S. Neltnor Blvd 185 W. North Ave	West Chicago	IL	(630) 231- 5640562-9001
343263	WC DONUTS AND COFFEE LLC	110 W Roosevelt Rd	West Chicago	IL	(1630) 605 7467
301852	Unique Group, Inc.	19 W 63rd St	Westmont	IL	(630)271-8261
353655	Westmont Donut, Inc.	121 W Ogden Ave	Westmont	IL	(630)395-9698
301852	Unique Group, Inc.	19 W 63rd St	Westmont	IL	(630)271-8261
331015	Jasmine Inc.	516 W. Irving Park Rd	Wood Dale	IL	(630)521-1122
340391	K.M. Coffee Inc.	335 S. Eastwood Dr	Woodstock	IL	(815)338-9499
300928	Worth 1, Inc.	6707 W 111th St	Worth	IL	(708)671-1870
300700	Jay Chehar Corporation	1604 N Bridge St	Yorkville	IL	(630)553-2030
337556	EAST ZION COFFEE INC.	2101 Sheridan Rd	Zion	IL	(847) 872- 2700665-8144
359688	RAISHAAN BLOOMINGTON DONUTS, LLC	300 S College Mall Rd	Bloomington	IN	(812)822-0951
336490	Priya, Inc.	1126 N. Main St	Crown Point	IN	(219)661-9441
339087	Sweet Treats, Inc.	1371 Joliet St	Dyer	IN	(219)322-6699
357273	MARUTI DONUTS 1 INC	3960 N 1st Ave	Evansville	IN	(812)550-1500

PC #	Franchisee	Address	City	ST	Phone
339980	JEFFERSON ROAD DONUTS INC	6747 Jefferson Blvd	Fort Wayne	IN	(260)432-8291
301635	Griffith Donut, Inc.	6060 W Ridge Rd	Gary	IN	(219)972-3942
354825 <u>310448</u>	BOUCHER INC <u>Northwest Indiana Donuts, Inc.</u>	7410 Kennedy <u>4614 Calumet Ave</u>	Hammond	IN	(219) 803-6461 <u>931-5060</u>
339793	Krisna, Inc.	7306 Calumet Ave	Hammond	IN	(219)933-0853
310448 <u>354825</u>	Northwest Indiana Donuts, Inc <u>BOUCHER INC.</u>	4614 Calumet <u>7410 Kennedy Ave</u>	Hammond	IN	(219) 931-5060 <u>803-6461</u>
304650	Urat, Inc.	9228 Indianapolis Blvd	Highland	IN	(219)838-2350
336784	Hobart Donuts, Inc.	1621 East 37th Ave	Hobart	IN	(219)947-7670
363285	HOBART LAKE PARK DONUTS, INC.	1475 South Lake Park Avenue	Hobart	IN	(219)945-9600
336784 <u>362863</u>	Hobart Donuts, Inc <u>LOWELL DONUTS, INC.</u>	1621 <u>1660 East 37th Ave</u> <u>Commercial Avenue</u>	Hobart <u>Lowell</u>	IN	(219) 947-7670 <u>695-0287</u>
301651	Broadway Donut Inc.	5775 S Broadway	Merrillville	IN	(219)887-4710
339801	Krishna Aum Shiv Incorporated	2050 W. 81st Ave	Merrillville	IN	(219)736-6800
346517	Michigan City Donuts, Inc.	5234 Franklin St	Michigan City	IN	(219)879-2922
341449	Balagi, Inc.	8235 Calumet Ave	Munster	IN	(219)836-8525
345683	Route 6 Donuts, Inc.	6550 U.S. Highway 6	Portage	IN	(219)763-4400
339070	Shree Balagi, Inc.	9405 Wicker Ave	Saint John	IN	(219)365-1230
336487	Aumshiv, Inc.	1695 U.S. Route 41	Schererville	IN	(219)865-5102
<u>301633</u>	<u>VCAL Donuts, Inc.</u>	<u>3310 Calumet Ave</u>	<u>Valparaiso</u>	<u>IN</u>	<u>(219)465-0440</u>
307466	Valpo30 Donuts, Inc.	1651 Morthland Dr	Valparaiso	IN	(219)531-6363
301633	VCAL Donuts, Inc.	3310 Calumet Ave	Valparaiso	IN	(219)465-0440
300415	Indianapolis Donut, Inc.	1531 Indianapolis Blvd	Whiting	IN	(219)659-0232
359485	HARTMAN HOLDINGS, INC.	5917 Ashby Ave	Fort Riley	KS	(785)209-3558
362802	NewDays, LLC <u>PAK MANAGEMENT OF KANSAS INC.</u>	1533 E 17th Ave.	Hutchinson	KS	(620)860-0166
306066	CRESCENT SPRINGS ROD, LLC	2410 High St	Crescent Springs	KY	(859)331-4202
342756	Epicure, LLC	8509 Us Route 42	Florence	KY	(859)746-1999
358772	HARTMAN HOLDINGS, INC.	2013 Eisenhower Ave	Fort Knox	KY	(719)481-4477
358226	CBG HOPKINSVILLE LLC	2525 Fort Campbell Blvd	Hopkinsville	KY	(270)632-1071
355956	Wild Buck Donuts 2, LLC	1653 Highway 192 W	London	KY	(606)260-8475
363403	HARTMAN HOLDINGS, INC.	7323 Utah Avenue	Fort Polk South	LA	(337)404-6210
352056	BBC Foods <u>OM LAPLACE DONUTS LLC</u>	1334 W Airline Hwy	La Place	LA	(985)359-9244
357916	SWLA DELIGHTS, L.L.C.	4301 Nelson Rd	Lake Charles	LA	(337)564-6309
351729	SRI SAI DONUTS, L.L.C.	4300 Veterans Memorial Blvd	Metairie	LA	(504)252-9565
357915	SWLA DELIGHTS, L.L.C.	228 S Cities Service Highway	Sulphur	LA	(337)287-4366
340429	FT Donuts, Inc.	127 Main St.	Foxboro	MA	(508)543-5460
337973	Allco II, Inc.	10 Woburn St	Lexington	MA	(781)652-8558
301868	Norfolk Donuts, Inc.	134 Main St	Norfolk	MA	(508)528-8853
340171	BMD Accokeek LLC	15793 Livingston Rd	Accokeek	MD	(301)292-3339
347679	Nistazos and Sons, Inc.	1342 Cape Saint Claire Rd	Annapolis	MD	(410)349-0070

PC #	Franchisee	Address	City	ST	Phone
335440	A & L Donuts, Inc.	13810 Connecticut Ave	Aspen Hill	MD	(301)438-2650
342562	Karma Donuts, LLC	5800 Reisterstown Rd	Baltimore	MD	(410)358-3404
342589	Nistazos and Sons, Inc.	3600 Boston St	Baltimore	MD	(410)276-0644
342998	Umiya Donuts Inc	7529 Belair Rd	Baltimore	MD	(410)665-0209
330139	Narayan Donuts Inc.	18a Bel Air South Parkway	Bel Air	MD	(410)569-4205
342993	Ocean City Donut Shops, Inc.	11001 Manklin Creek Rd	Berlin	MD	(410)208-3609
351841	LUIS GROUP FIVE, LLC	4905 Cordell Ave	Bethesda	MD	(301)652-7656
356537 344460	GN Hill , BOWIE COFFEE LLC	6868b Race Track 6101 Highbridge Rd	Bowie	MD	(240)301-260-3050 262-8239
352490	GN STATION, LLC	15231 Hall Rd	Bowie	MD	(240)206-8363
344460 356537	BOWIE COFFEE GN Hill, LLC	6101 Highbridge 6868b Race Track Rd	Bowie	MD	(301)240-262-8239 260-3050
357109	UPCOUNTY FREDERICK DONUTS LLC	1194 Dutchmans Creek Dr	Brunswick	MD	(301)969-0349
349041	Shree Nathji Corporation	15640 Old Columbia Pike	Burtonsville	MD	(301)476-7305
358833	GN NISH, LLC	8909 Central Ave	Capitol Heights	MD	(301)324-3078
300553	Nanduba, Inc.	580 Frederick Rd	Catonsville	MD	(410)788-7001
339785	Harshidh Donuts, Inc.	12210 Clarksville Pike	Clarksville	MD	(443)535-0600
351858	APNA DONUTS LLC	11121 York Rd	Cockeysville	MD	(443)281-8439
310192	DMD BALTIMORE-9701, LLC	9701 Baltimore Ave	College Park	MD	(301)220-0347
362437	Maniba Corporation	9200 Old Annapolis Rd	Columbia	MD	(410)740-6661
306186	PDP Corporation	1200 Route 3	Crofton	MD	(410)721-4750
349916	Damascus Donuts, Inc.	9803 Main St	Damascus	MD	(301)391-6100
303446	Easton Donut Shop, Inc.	8461 Ocean Gtwy	Easton	MD	(410)820-8300
301779	Shriji Corporation	6305 Washington Blvd	Elkridge	MD	(410)379-5338
343691	Krishna Donuts, Inc.	9469 Baltimore National Pk	Ellicott City	MD	(410)203-1777
352331	BHAKTINANDAN DONUTS INC.	35 Osborne Pkwy	Forest Hill	MD	(410)838-9682
345177	Upcounty Thurmont Donuts LLC	8925 Fingerboard Rd	Frederick	MD	(240)699-0086
353305	Upcounty Thurmont Donuts LLC	4969 Westview Dr	Frederick	MD	(240)815-5960
330620	DMD Darnestown-12168, LLC	12168 Darnestown Rd	Gaithersburg	MD	(301)947-3496
351305	LUIS GROUP FOUR, LLC	18558 Woodfield Rd	Gaithersburg	MD	(240)631-2222
363596	DMD Frederick-16268, LLC	16268 Frederick Road	Gaithersburg	MD	(301)990-9499
330620 341327	DMD Darnestown-12168 Wisteria-12915, LLC	12168 Darnestown Rd 12915 Wisteria Dr	Gaithersburg Germantown	MD	(301) 947-3496 528-6250
357488	LUIS GROUP SEVENTEEN, LLC	18006 Mateny Rd	Germantown	MD	(301)515-0737
341327	DMD Wisteria-12915, LLC	12915 Wisteria Dr	Germantown	MD	(301)528-6250
300595	Rupani Corporation	7152 Ritchie Hwy	Glen Burnie	MD	(410)761-3995
349240	Milan Patel	Bwi Airport	Glen Burnie	MD	(410)859-8033
340477	Ragu Ram, Inc.	7061 Baltimore Annapolis Blvd	Glen Burnie	MD	(410)691-0215
349240	Milan Patel	Bwi Airport	Glen Burnie	MD	(410)859-8033
338256	GN GWYNN OAK, LLC	6929 Liberty Rd	Gwynn Oak	MD	(410)944-0703
338941	Nistha, LLC	1427 Dual Highway	Hagerstown	MD	(240)513-6120

PC #	Franchisee	Address	City	ST	Phone
343091	LAABH Incorporated	13108 Pennsylvania Ave	Hagerstown	MD	(301)665-3762
356768	SHIV HAGERSTOWN, LLC	10319 Sharpsburg Pike	Hagerstown	MD	(240)850-3015
338941 340175	Nistha DORSEY DONUTS, LLC	1427 Dual Highway 1348 Ashton Rd.	Hagerstown Hanover	MD	(240)410-513-6120 850-5322
351503	RADHA RANI CORPORATION	2733 Annapolis Rd	Hanover	MD	(443)661-4645
340175	DORSEY DONUTS, LLC	1348 Ashton Rd.	Hanover	MD	(410)850-5322
352491	SAT GURU DONUTS LLC	7657 Arundel Mills Blvd	Hanover	MD	(410)799-5100
302506	Savi Group, Inc.	2057 University Blvd E	Hyattsville	MD	(1908)301-917-8747 434-6196
342224	Nanduba, Inc.	7916 Dorsey Run Road	Jessup	MD	(410)799-7570
349129	Preeti Corporation	8600 Washington Blvd	Jessup	MD	(301)490-4402875-4732
302911	DMD BALTIMORE-14903, LLC	14903 Baltimore Ave	Laurel	MD	(301)617-4965
343292	NKJ Lusby Donuts, LLC	174 Village Center Dr	Lusby	MD	(410)326-9196
354268	Upcounty Donuts, LLC	200 Middletown Pkwy	Middletown	MD	(240)490-8681
340524	Annapolis Donut Shops, Inc.	8564 Veterans Hwy	Millersville	MD	(410)729-4130
355551	GN PLAZA, LLC	12172 Central Ave	Mitchellville	MD	(301)249-4100
348786	Mt. Airy Donuts, Inc.	1401 S Main St	Mount Airy	MD	(301)829-9005
340769	Upcounty Donuts, LLC	11715 Old National Pike	New Market	MD	(301)865-1509
304962	Ocean City Donut Shops, Inc.	11901 Coastal Hwy	Ocean City	MD	(410)524-0346
352713	Ocean City Donut Shops, Inc.	405 N Boardwalk	Ocean City	MD	(410)289-2081
339568	Shriji Corporation	1614 Annapolis Rd	Odenton	MD	(410)674-3800
340682	Shriji Corporation	8743 Piney Orchard Pkwy	Odenton	MD	(410)695-2223
340596	RAJ & KK, L.L.C.	9419 Common Brook Dr	Owings Mills	MD	(410)356-9922
341430	SGP, LLC	10902 Boulevard Circle	Owings Mills	MD	(410)363-9893
340523	Annapolis Donut Shops, Inc.	350 Mountain Rd	Pasadena	MD	(410)255-4680
344327	Salisbury Donut Shops, Inc.	223 Pocomoke Marketplace	Pocomoke City	MD	(443)345-1435
357487	Luis Group Eighteen, LLC	19706 Fisher Ave	Poolesville	MD	(301)407-9139
340804	SGP, LLC	48 Main St	Reisterstown	MD	(410)833-0411
355137	CBG Riverdale, LLC	5603 Riverdale Rd	Riverdale Park	MD	(240)764-6542
351789	Salisbury Donut Shops, Inc.	109a Hampshire Road	Salisbury	MD	(410)630-8180
341097	Durga Donuts, Inc.	8305 Ice Crystal Dr	Scaggsville	MD	(301)498-3250
304201	Shree Radhe Corporation	604 Ritchie Hwy	Severna Park	MD	(240)856-9841
330619	A & L Donuts, Inc.	12200 Viers Veirs Mill Rd	Silver Spring	MD	(301)946-7391
359462	White Oak Donuts, LLC	11140 New Hampshire Ave	Silver Spring	MD	(301)593-1045
363120	Four Corners Donuts, LLC	115 University Boulevard West	Silver Spring	MD	(301)681-2903
303444	Ashapura, Inc.	4767 Allentown Rd	Suitland	MD	(301)568-9872
343128	SV Donuts One, LLC	6851 New Hampshire Avenue	Takoma Park	MD	(301)270-2445
310326	Gayatry, Inc.	3510 Crain Hwy	Waldorf	MD	(301)645-9303
344089	Shivam Donuts, Inc.	703 Lisbon Center Dr	Woodbine	MD	-
340242	DAHI DONUTS, LLC	6900 Dogwood Rd	Woodlawn	MD	(410)277-0995

PC #	Franchisee	Address	City	ST	Phone
362746	BENTON HARBOR DONUTS, INC.	2680 Michigan 139	Benton Harbor	MI	(269)605-4454
349005	Brighton-Hilton, LLC	8281 Grand River Rd	Brighton	MI	(810)229-5330
331348	Atty Seventy Five, LLC	21980 Sibley Rd	Brownstown	MI	(734)281-8952
306041	OM CANTON DONUTS INC	41511 Ford Rd	Canton	MI	(734)844-1589
358610	KARDO 22 INC.	46895 Gratiot Avenue	Chesterfield	MI	(586)940-0149
359386 340300	AVE CAFE, KARDO 9 LLC	12951 24235 Michigan Ave	Dearborn	MI	(313) 406-5384 400-2287
340300 359386	KARDO 9 AVE CAFE, LLC	24235 12951 Michigan Ave	Dearborn	MI	(313) 400-2287 406-5384
340872	KARDO 10 LLC	4345 S Telegraph Rd	Dearborn Heights	MI	(313)600-0568
306020	DIYA, 8 MILE LLC	14900 E 8 Mile Rd	Detroit	MI	(630 313)- 946-4777 521-8196
304461	OM FARMINGTON HILLS DONUTS INC	27919 Grand River Ave	Farmington Hills	MI	(248) 471-1890 427-0264
306487	KARDO 18 LLC	22451 Woodward Ave	Ferndale	MI	(248)914-4313
359482	FLAT ROCK DONUTS INC.	27050 Telegraph Road	Flat Rock	MI	(734)789-7017
355043	Lekander-Trombo, LLC	11055 Highland Rd	Hartland	MI	(810)991-0004
339641	Lekander-Trombo, LLC	763 S. Michigan Ave	Howell	MI	(517)546-3100
356372	OM Keego Harbor Donuts, Inc.	2907 Orchard Lake Rd	Keego Harbor	MI	(248)977-1785
349387	KCD Development, L.L.C.	378 S Broadway St	Lake Orion	MI	(248)693-7855
360456	KARDO 11 LLC	4005 Dix Hwy	Lincoln Park	MI	(313)588-0497
300712	KARDO 15 LLC	28875 Dequindre Rd	Madison Heights	MI	(248)915-5539
354606	DIYA, MONROE LLC	1520 N Telegraph Rd	Monroe	MI	(1630 734)- 544-0192 206-1945
363257	Niles Michigan Donuts, Inc.	1005 South 11th Street	Niles	MI	(269)479-0555
304009	OM NOVI DONUTS INC	39415 W 10 Mile Rd	Novi	MI	(248)426-9348
300653	OM OAK PARK DONUTS INC	25170 Greenfield Rd	Oak Park	MI	(248)967-6288
337273	Jaybharat, Inc.	600 S Opdyke Rd	Pontiac	MI	(248)758-1900
337855	OM REDFORD DONUTS INC.	9406 Telegraph Rd	Redford	MI	(313)539-4910
340661	KARDO 20 LLC	1700 W 14 Mile Rd	Royal Oak	MI	(248)838-8221
301485	ST JOSEPH DONUTS, INC.	2731 Niles Ave	Saint Joseph	MI	(269)983-7909
339503 300702	OM GREENFIELD SOUTHFIELD DONUTS INC	23113 Greenfield 24740 Telegraph Rd	Southfield	MI	(248) 234-8525 352-8447
300702 339503	OM SOUTHFIELD GREENFIELD DONUTS INC	24740 Telegraph 23113 Greenfield Rd	Southfield	MI	(248) 352-8447 234-8525
354602	SOUTHFIELD DONUTS INC	28777 Northwestern Highway	Southfield	MI	(248)353-1710
362656	SOUTHGATE G DONUTS LLC	14791 Eureka Rd	Southgate	MI	(734)807-1226
336555	KARDO 14 LLC	44603 Mound Rd	Sterling Heights	MI	(586)223-6654
301487	KARDO 13 LLC	11111 Telegraph Rd	Taylor	MI	(734)626-5580
353401	13 MILE DONUT INC	5847 13 Mile Rd	Warren	MI	(586)275-2807
349468	Waterford Donuts, Inc.	4399 Highland Rd	Waterford	MI	(248)681-7000
353574	OM DIXIE DONUTS, INC	4775 Dixie Hwy	Waterford Township	MI	(248)674-9501

PC #	Franchisee	Address	City	ST	Phone
300569	Manikrupa Corporation	34417 Ford Rd	Westland	MI	(734) 467-7476 578-0016
336551	OM WIXOM DONUTS INC	28040 S Wixom Rd	Wixom	MI	(248)449-8815
301888	DIYA, WOODHAVEN LLC	20050 West Red Road	Woodhaven	MI	(630)946-4777
363352	Pennock-DB7 LLC	7668 150th St W	Apple Valley	MN	(952)255-8275
359498	DAIRYLAND OPERATIONS, LLC	100 Paul Bunyan Dr S	Bemidji	MN	(218)398-2282
356642	Eliasco LLC	1420 Yankee Doodle Rd	Eagan	MN	(651)478-4795
359700	Eliasco 6 Cliff, LLC	2105 Cliff Rd	Eagan	MN	(651)493-8049
363260	DAIRYLAND OPERATIONS, LLC	1632 2nd Avenue	International Falls	MN	(218)403-0552
358888	Eliasco 5 Lakeville, LLC	16179 Kenrick Ave	Lakeville	MN	(952)378-4332
356643	Eliasco LLC	1224 Robert St S	West Saint Paul	MN	(651)207-5593
358873	Eliasco 4 Woodbury, LLC	6671 Valley Creek Rd	Woodbury	MN	(651)348-2369
351388	Om Arnold Donuts Inc	900 Jeffco Blvd	Arnold	MO	(636)287-3856
355752	Bapa W. Highway 76 MO LLC	1305 W Highway 76	Branson	MO	(417)942-1163
355426	Om Shree Narayana Inc.	12121 Saint Charles Rock Rd	Bridgeton	MO	(314)455-4400
336989	Nam-Ho Development LLC	1518 Bob F Griffin Road	Cameron	MO	(816)632-3415
353804	Bapa Columbia Inc	3100 S Providence Rd	Columbia	MO	(573)514-7020
357163	Bapa Range Line Inc	3075 Range Line St	Columbia	MO	(573)607-3865
363074	Shahbaz-Raza Stuckeys Doolittle LLC	90 Truman St	Newburg	MO	(573)762-3111
354444	Om Shree Hanuman Inc.	4009 Highway K	O Fallon	MO	(636)244-0825
357164	OM SHREE GOVINDA INC	10250 Page Ave	Overland	MO	(636)314-944-4429 731-6071
359024	Bapa Republic LLC	756 Us Highway 60 E	Republic	MO	(417)732-2922
348649	Milan Patel	St. Louis Airport	Saint Louis	MO	(314)429-7899
362959	Bapa Glenstone Inc	1614 S Glenstone Ave	Springfield	MO	(417)942-2998
348648	Milan Patel	St. Louis Intl Airport (Stl)	St Louis	MO	(312)429-7899
363450	The Hospitality Group Inc.	711 Lucky Ln	Robinsonville	MS	(662)363-5825
351484	TASTY DELITES OF NC, LLC	716 Nc 24/27 Byp E	Albemarle	NC	(704)986-4608
344467	800 Apex Raleigh, LLC	800 Perry Road	Apex	NC	(919)919-967-2081 303-5800
356804	CUMBERLAND DONUTS LLC	1490 Nc 24-87	Cameron	NC	(910)984-2026
344367	C L Donut LLC	1238 Birch St	Camp Lejeune	NC	(910)451-2599
342104	HWY 55 CARY RALEIGH, LLC	2740 Nc Hwy 55	Cary	NC	(919)303-4334
344919 337709	BALLANTYNE DONUTS SOUTH TRYON & SANDY PORTER CLT, LLC	16131 Lancaster Hwy 9033 S Tryon St	Charlotte	NC	(704) 542-2998 583-0411
340408	Four Point Ventures, LLC	701 S Kings Dr	Charlotte	NC	(704)331-2940
340674	Four Point Ventures BFR, LLC	5029 Beatties Ford Rd	Charlotte	NC	(704)394-2828
342298	Albemarle Rd CLT, LLC	6763 Albemarle Rd	Charlotte	NC	(704)569-1051
345098 344919	NC Donut Mallard, BALLANTYNE DONUTS LLC	3014 Driwood Ct 16131 Lancaster Hwy	Charlotte	NC	(704) 717-7300 542-2998
337361 345098	SOUTH BLVD WORTHINGTON CLT NCDonut-Mallard, LLC	1831 South Blvd 3014 Driwood Ct	Charlotte	NC	(704) 377-4026 717-7300

PC #	Franchisee	Address	City	ST	Phone
350144	TASTY DELITES OF NC, LLC	8334 Pineville Matthews Rd	Charlotte	NC	(310)704-943-4997 542-4667
356833	TASTY DELITES OF NC, LLC	4920 Old Sardis Rd	Charlotte	NC	(310)704-943-4997 650-0077
337709	SOUTH TRYON & SANDY PORTER CLT, LLC	9033 S Tryon St	Charlotte	NC	(704)583-0411
340674	Four Point Ventures BFR, LLC	5029 Beatties Ford Rd	Charlotte	NC	(704)394-2828
340408	Four Point Ventures, LLC	701 S Kings Dr	Charlotte	NC	(704)331-2940
340396	Clayton Raleigh, LLC	770 Enterprise Drive	Clayton	NC	(919)359-8464
358157	SHREEJI DONUTS, INC.	925 Sunset Ave	Clinton	NC	(910)631-1010
352994	NCDonut1, LLC	19116 W Catawba Ave	Cornelius	NC	(704)896-7644
353742	NCDonut-Antiquity, LLC	19921 Zion Ave	Cornelius	NC	(980)231-5764
345913	Erwin Rd Durham Raleigh, LLC	2608 Erwin Rd	Durham	NC	(919)309-0000
340853	BRAGG DONUTS LLC	3411 Ramsey St	Fayetteville	NC	(910)252-9476
359563	CUMBERLAND DONUTS LLC	9566 Cliffdale Rd	Fayetteville	NC	(910)900-5486
341488	1450 Fuquay Raleigh, LLC	1450 N Main Street	Fuquay Varina	NC	(914)919-584-9262 577-1150
342494	TASTY DELITES OF NC, LLC	2302 S New Hope Rd	Gastonia	NC	(310)704-943-4997 869-4522
363518	SHREEJI DONUTS OF GOLDSBORO, LLC	2345 U.S. 117	Goldsboro	NC	(919)947-0200
330299	Havelock Donut LLC	113 E Main St	Havelock	NC	(252)444-3030
340985	TRIAD DONUTS LLC	274 Eastchester Drive	High Point	NC	(336) 884-0278 781-4555
341313	NCDonut-Gilead, LLC	10310 Wilmington St	Huntersville	NC	(704)948-5454
337413	TASTY DELITES OF NC, LLC	14055 Hwy 74 West	Indian Trail	NC	704-882-3858
307528	Krish Retail, LLC	433a Western Blvd	Jacksonville	NC	(410)910-674-1278 939-5257
331785	NCZVU-KNIGHTDALE Coastal Raleigh Investments, LLC	7137 Us Hwy 64 East	Knightdale	NC	(919)984-217-9603 344-4276
359413	SHREEJI DONUTS II, INC.	1201 S Main St	Laurinburg	NC	(910)501-3053
345190	TASTY DELITES OF NC, LLC	3114 Fincher Farm Rd	Matthews	NC	704-708-9547
341637	Mint Hill Property, LLC	7001 Matthews Mint Hill Rd	Mint Hill	NC	(704)545-7480
342371	Four Point Ventures MOR, LLC	651 River Hwy	Mooresville	NC	(704)664-1220
330489	Morehead Donuts, LLC	2908 Arendell St	Morehead City	NC	(252)247-4888
344346	NCZ-DAVISS Coastal Raleigh Investments, LLC	3570 Davis Dr	Morrisville	NC	(919)984-469-4788 344-4330
364143	Shreeji Donuts of Pembroke, LLC	807 West 3rd Street	Pembroke	NC	(910)775-9098
339085 334786	NCZVC-CAPITAL-BLVD Coastal Raleigh Investments, LLC	2727 Capital Blvd 5265 Six Forks Rd	Raleigh	NC	(919)984-875-9092 344-4317
349131	Capital Blvd Raleigh, LLC	8401 Capital Blvd	Raleigh	NC	(919)521-4960
334786	NCZ-SIX-FORQ LLC	5265 Six Forks Rd	Raleigh	NC	(919)571-1303
336996	Four Point Ventures Statesville, LLC	241 Turnersburg Hwy	Statesville	NC	(704)838-1004
357532	FPV TRT LLC	1007 Charlotte Highway	Troutman	NC	(704)980-0045

PC #	Franchisee	Address	City	ST	Phone
363232	SHREEJI DONUTS V LLC	1109 East Caswell Street	Wadesboro	NC	(704)465-2298
363154	SHREEJI DONUTS III LLC	1006 Smyrna Drive	Whiteville	NC	(910)207-6027
330174	TRIAD DONUTS LLC	7815 N Point Blvd	Winston Salem	NC	(336) 759- 0012 422-7247
341210	JAS Inc.	2561 Peters Creek Pkwy	Winston Salem	NC	(336)784-0266
357967	QSR 357967, LLC	10177 S 168th Ave	Omaha	NE	(531)444-4355
363415	NARMADE INC	500 Glover Road	Sidney	NE	(308)203-1106
339005	Kishan Donut 3 LLC	171 Lefante Way	Bayonne	NJ	(201)437-8080
341317	Kishan Donut #2, L.L.C.	4 North St	Bayonne	NJ	(201)437-1248
300781	Triple J. Family, Inc.	275 S South Washington Ave	Bergenfield	NJ	(201)385-0761
357057	Java Bernardsville, LLC	108 Morristown Rd	Bernardsville	NJ	(908)502-5211
341412	Superm, Inc.	109 E Main St	Bound Brook	NJ	(732)302-9022
354840 310459	405-CLIFTON, INC. Bloomfield Ave Clifton Food LLC	405-Piaget 1053 Bloomfield Ave	Clifton	NJ	(973) 615- 5525 473-9631
310459 354840	Bloomfield Ave Clifton Food LLC 405 CLIFTON, INC.	4053-Bloomfield 405 Piaget Ave	Clifton	NJ	(973) 473- 9631 615-5525
339953	Clinton Donuts Inc	186 Center St.	Clinton	NJ	(908)713-1212
300623	Erica Donuts II, Inc.	278 Closter Dock Rd	Closter	NJ	(201)784-9861
338606	Bentley Donuts, Inc.	680 Rte 18 N	East Brunswick	NJ	(732)254-5433
341362	Shree Ganesh Donuts Inc.	460 Elizabeth Ave	Elizabeth	NJ	(908)351-1192
338615	Access Elmwood Park, LLC	210 Us-46	Elmwood Park	NJ	(201)791-4880
352033	A&A DONUTS LLC	527 River Dr	Elmwood Park	NJ	(201)791-3113
339553	Old Hook Donuts LLC	441 Old Hook Rd	Emerson	NJ	(201)588-9418
350679	Talae VII Corporation	489 Grand Ave	Englewood	NJ	(201)227-1900
339297	ENGLISHTOWN COFFEE LLC	14 Wilson Ave	Englishtown	NJ	(732)446-3217
336771	Conpark, Inc.	378 Passiac Ave	Fairfield	NJ	(973)276-7966
340818	Jaianuj, LLC	176 Columbia Turnpike	Florham Park	NJ	(973)822-0404
336078	BMD Fort Lee LLC	1430 Route 46 East	Fort Lee	NJ	(201)242-8006
355246	CHUNKY TOO DONUTS, LLC	794 Franklin Ave	Franklin Lakes	NJ	(201)891-6545
340311	Prospect Donuts, LLC	886 Prospect St	Glen Rock	NJ	(201)612-9090
339420	ABDD V LLC	150 Passaic St	Hackensack	NJ	(201)201-401- 9540 343-1206
337102	BMD Wanaque LLC	1353 Ringwood Ave	Haskell	NJ	(973)616-7168
340935	Madrash Corp.	55 Raritan Ave	Highland Park	NJ	(732)828-5485
337484	Hillsborough Donuts, Inc.	315 Rt 206	Hillsborough	NJ	(908)904-0220
304358	A & T Donuts Donut, Inc.	Us Highway 1 & Green St	Iselin	NJ	(732)855-1420
330060	Clearwater Foods Inc	40 Journal Sq	Jersey City	NJ	(201)216-9797
340000	BMD Kinnelon LLC	1161 State Rt 23	Kinnelon	NJ	(973)492-0770
337382	Rampson Foods, Inc.	1500 Ocean Avenue	Lakewood	NJ	(732)942-6188
340449	BAV Enterprises, Inc.	4110 Quakerbridge Rd Bldg A	Lawrenceville	NJ	(609)716-6001
342105	Leonia Management, LLC	353 Broad Ave	Leonia	NJ	(201)592-6645

PC #	Franchisee	Address	City	ST	Phone
331947	Fejagee, Inc.	250 Bergen Tpke	Little Ferry	NJ	(201)373-0373
300493	Sikand 380 Limited Liability Company	380 Essex St	Lodi	NJ	(201)845-5933
342284	ANS Valley Treats, LLC	62 East Mill Rd	Long Valley	NJ	(908)876-3093
332375	ABDD LLC	1001 Macarthur Blvd	Mahwah	NJ	(201)236-8099
338277	MANAHAWKIN BAKERY LLC	601 Washington Ave	Manahawkin	NJ	(609)489-0008
339970	Himarlboro Inc.	2 Ryan Road	Marlboro	NJ	(732)780-9229
343980	ABDD V LLC	80 Godwin Ave	Midland Park	NJ	(201)401-9540
340433	G-FLORES INC	754 River Rd	New Milford	NJ	(201)261-2173
337338 337327	LCFD CORPORATION KK MARKET ST LLC	802 S Orange Ave 596 Market St	Newark	NJ	(973)416- 1800 274-1500
337327 337338	KK MARKET ST LLC LCFD CORPORATION	596 Market St 802 S Orange Ave	Newark	NJ	(973)274- 1500 416-1800
337719	Brunswick Coffee, Inc.	1345 Rte 1	North Brunswick	NJ	(732)418-9520
343678	BMD Oakland LLC	338 Ramapo Valley Rd	Oakland	NJ	(201)651-0980
337564	Sokol Donuts Incorporated	1076 Route 9	Old Bridge	NJ	(732)553-0375
331180	BMD Paramus North LLC	494 N State Rt 17	Paramus	NJ	(201)261-9687
338873	RS PARAMUS DONUTS LLC	440-A Forest Ave	Paramus	NJ	(201)599-0666
341058	Heavenlea Donuts, Inc.	184 Kinderkamack Rd Unit D	Park Ridge	NJ	(201)391-9616
335170	Shiv Donuts Inc.	1212 Madison Avenue	Paterson	NJ	(973)523-4200
341929	251 Market St Paterson, LLC	251 Market St	Paterson	NJ	(973)341-9331
335170	Shiv Donuts Inc.	1212 Madison Avenue	Paterson	NJ	(973)523-4200
335188	SAMP1993, LLC	1254 Stelton Rd	Piscataway	NJ	(732)777-9550
342340	Yummy Treats, Inc.	215 West Front Street	Plainfield	NJ	(908)757-7773
337568	BMD Pequannock LLC	560 Route 23	Pompton Plains	NJ	(973)248-3380
341191	Friendly Donuts, LLC	233 N. Franklin Turnpike	Ramsey	NJ	(201)327-2828
342089	Sikand 209 Limited Liability Company	209 Main St	Ridgefield Park	NJ	(201)440-1430
330344	Triple J. Family, Inc.	636 Westwood Ave	River Vale	NJ	(201)358-6900
331775	SHREE KRISHNA DONUTS INC	14 Eisenhower Pkwy	Roseland	NJ	(973)228-9808
340230	Santarelli Enterprises, LLC	20 Meadowlands Pky	Secaucus	NJ	(201)617-0100
342415	Keshav Inc.	19 West Main Street	Somerville	NJ	(908)- 625-0274 685-9115
339029	NS3 Management LLC	633 Morris Tpke	Springfield	NJ	(973)379-5551
342028	CEDAR LANE DONUTS LLC	332 Cedar Ln	Teaneck	NJ	(201) 708-7403 523-6804
342353	E.A.A.T. FOODS LLC	1111 Route 37 W	Toms River	NJ	(732)281-1388
339775	BMD Totowa LLC	410 Minnisink Rd	Totowa	NJ	(973)890-4405
304619	Visun, Inc.	704 Kennedy Blvd	Union City	NJ	(201)866-8648
339655	Park Avenue Donut Corp.	4801 Park Ave	Union City	NJ	(201)330-3288
301302	Global Food Franchise Inc.	443 Paterson Ave	Wallington	NJ	(201)939-7405
344171	Supreme Treats, Inc.	750 Somerset St	Watchung	NJ	(908)561-1004
331074	AADHAR CORP	572 Valley Rd	Wayne	NJ	(973)696-3430

PC #	Franchisee	Address	City	ST	Phone
340007	4914 Donut Corp	4914-22 Kennedy Blvd	West New York	NJ	(201)865-6505
304627	59 Donut Corp	5915 Bergenline Ave	West New York	NJ	(201)854-0010
343910	TASTE OF WEST ORANGE LIMITED LIABILITY COMPANY	382 Main St	West Orange	NJ	(973)325-0999
355232	WOOD-RIDGE DONUTS LLC	699 Avalon Dr	Wood Ridge	NJ	(201)203-2775
339704	Cedar Hill Donuts, LLC	525 Cedar Hill Ave	Wyckoff	NJ	(201)612-7600
359339	NMR-White Sands, LLC	1400 S White Sands Blvd	Alamogordo	NM	(463)575-461-4712 812-8018
356354	NMR-La Orilla, LLC	3200 La Orilla Rd Nw	Albuquerque	NM	(505)503-1073
304248	LFO 4TH ST NM, LLC	5502 4th St Nw	Albuquerque	NM	(505)929-5991
304676	LFO CENTRAL AVE NM, LLC	1902 Central Ave Se	Albuquerque	NM	(562)505-355-9193 929-5920
356354	NMR-La Orilla, LLC	3200 La Orilla Rd Nw	Albuquerque	NM	(505)503-1073
355481	NMR-Bernalillo, LLC	195 E Highway 550	Bernalillo	NM	(505)717-1292
359525	NMR-HOBBS, LLC	2220 North Grimes Street	Hobbs	NM	(463)575-461-4712 241-2415
359484	NMR - ALAMO HB, LLC	551 West 4th St	Holloman Air Force Base	NM	(575)551-7299
355801	NMR-ROSEWELL, LLC	800 N Main St	Roswell	NM	(575)208-0454
330148	Tasty Treats Inc.	1051 Willis Ave	Albertson	NY	(516)746-5999
330039	MULTIBRANDS AMITYVILLE OPERATING COMPANY LLC	355 Broadway	Amityville	NY	(631)789-1010
350254	ARVERNE DONUTS LLC	6820 Rockaway Beach Blvd	Arverne	NY	(347)230-4213
346449	Prime Donut Corporation	2514 Broadway	Astoria	NY	(718)728-0087
310340	Hoyt 2002, LLC	2502 31st St	Astoria	NY	(718)726-6982
338558	Ditmas Donuts Corp.	4322 Ditmars Blvd	Astoria	NY	(718)204-2110
346449	Prime Donut Corporation	2514 Broadway	Astoria	NY	(718)728-0087
358336	Maya Donut, LLC	31-19 30th Ave	Astoria	NY	(718)956-3582
302211	WESTSIDE DONUT BALDWIN VENTURES LLC	1680 Grand Ave	Baldwin	NY	(416)516-318-9968 378-9186
342008	Metro Franchising Commissary LLC	989 Atlantic Ave	Baldwin	NY	(516)868-2101
306003	Multibrands Bayshore II Inc.	1261 Sunrise Hwy	Bay Shore	NY	(631)647-7535
302365	Metro Franchising Commissary LLC	529 E. Main St	Bay Shore	NY	(631)666-3077
306003	Multibrands Bayshore II Inc.	1261 Sunrise Hwy	Bay Shore	NY	(631)647-7535
331288	L & M At Bayshore, Inc.	19 Bay Shore Rd	Bay Shore	NY	(631)254-9092
344558	WESTSIDE DONUT BAY SHORE VENTURES LLC	1750 Fifth Ave	Bayshore	NY	(631)231-1650
343692302447	Metro Franchising Commissary LLC Valpar 2 Corp.	21522 73rd Ave 21920 Northern Blvd	Bayside	NY	(718)217-1599 224-7112
302447343692	Valpar 2 Corp Metro Franchising Commissary LLC	21920 Northern Blvd 21522 73rd Ave	Bayside	NY	(718)224-7112 217-1599
302283	Metro Franchising Commissary LLC	2800 Merrick Rd	Bellmore	NY	(516)785-1497
330038	Bethpage QSR, Inc.	4025b Hempstead Tpke	Bethpage	NY	(516)622-1145

PC #	Franchisee	Address	City	ST	Phone
301660	MULTIBRANDS BRENTWOOD ISLIP AVENUE OPERATING COMPANY LLC	1694 Islip Ave	Brentwood	NY	(631)231-0500
340462 3404313	FAC Yonk Donuts, CASTLE HILL QSR LLC	1040 2172 Westchester Ave	Bronx	NY	(718) 328-1482 918-1235
307284	3080 Donuts, Inc.	3080 Boston Rd	Bronx	NY	(718)483-8078
330350	2702 Donuts Inc.	2702 E. Tremont Ave	Bronx	NY	(929)777-9099
354394	1888 DONUTS INC.	1888 Eastchester Rd	Bronx	NY	(718)684-6440
355728	2141 DONUTS INC	2141 Williamsbridge Rd	Bronx	NY	(718)684-6144
332067	MAFJ Bronx Donuts LLC	2148 White Plains Rd	Bronx	NY	(718)792-3686
337533	Chandan Subarna Corp.	5501 Broadway	Bronx	NY	(718)432-2606
344497	Flora Enterprise, Inc.	274 E. 149th St	Bronx	NY	(718)292-1478
354025	CSN11 LLC	193 W 237th St	Bronx	NY	(347)602-5756
354671	CSN 12, LLC	459 E 149th St	Bronx	NY	(718)292-0491
332798	Nulife of Kingsbridge LLC	2 E Kingsbridge Ave	Bronx	NY	(718)733-4347
337498	Nulife of Bruckner LLC	3685 Bruckner Blvd	Bronx	NY	(718) 518-0341
337531	Nulife of Jerome LLC	1733 Jerome Avenue	Bronx	NY	(718) 731-2200
337533	Chandan Subarna Corp.	5501 Broadway	Bronx	NY	(718)432-2606
337762	Nulife of Third LLC	4115 3rd Ave	Bronx	NY	(718)294-5344
338698	FAC Yonk Donuts, LLC	2241 Southern Blvd	Bronx	NY	(718)220-4946
338766	Kings Point Ventures, LLC	1650 Bruckner Blvd	Bronx	NY	(718)893-2090
340370	AMG City Island Quickserve, LLC	636 City Island Ave	Bronx	NY	(718)885-3057
340462	FAC Yonk Donuts, LLC	1040 Westchester Ave	Bronx	NY	(718)328-1482
340876	Versatile Elysee, Inc.	2366 Grand Concourse	Bronx	NY	(718)220-4828
353369 341102	MIKAEL, INC. Bronx 170 Foods Inc	317-325 140 E Kingsbridge Rd 170th St	Bronx	NY	(718) 367-7022 293-3535
304313 341830	CASTLE HILL QSRADR Ventures MOR, LLC	2172 Westchester 699 Morris Park Ave	Bronx	NY	(718) 929 918-1235 207-4421
338698	FAC Yonk Donuts, LLC	2241 Southern Blvd	Bronx	NY	(718)220-4946
343329	BMD 235 LLC	508 259th St	Bronx	NY	(718)432-1289
341102	Bronx 170 Foods Inc	140 E 170th St	Bronx	NY	(718)293-3535
343693	Andhra Foods, Inc.	1167 Webster Ave	Bronx	NY	(718)588-7232
357252 344497	BRONX BROOK FOODS INC Flora Enterprise, Inc.	513 274 E 138th, 149th St	Bronx	NY	(718) 255-7530 292-1478
341830	ADR Ventures MOR, LLC	699 Morris Park Ave	Bronx	NY	(929)207-4421
338766 353369	Kings Point Ventures, LLC MIKAEL, INC.	1650 Bruckner Blvd 321 E Kingsbridge Rd	Bronx	NY	(718) 893-2090 367-7022
362538 354025	United Star CSN11 LLC	49 E 167th 193 W 237th St	Bronx	NY	(347) 994-9167 602-5756
340467 354394	Rockaway Parkway Donuts Inc 1888 DONUTS INC.	241 A Rockaway Pkwy 1888 Eastchester Rd	Brooklyn Bronx	NY	(718) 618-0302 684-6440
338818 354671	Broadwill Associates, Inc. CSN 12, LLC	1710 Eastern Pkwy 459 E 149th St	Brooklyn Bronx	NY	(718) 566-6280 292-0491

PC #	Franchisee	Address	City	ST	Phone
342627355728	SPS PARTNERS LLC 2141 DONUTS INC	352 Graham Ave 2141 Williamsbridge Rd	Brooklyn Bronx	NY	(718)384-7640 684-6144
342833357252	SPS MANHATTAN, LLC BRONX BROOK FOODS INC	643 Manhattan Ave 513 E 138th St	Brooklyn Bronx	NY	(718)347-472-3745 261-0722
340464362538	Coffee & Donuts At Elm, Inc. United Star LLC	1510 Elm Avenue 49 E 167th St	Brooklyn Bronx	NY	(718)347-627-0667 994-9167
339305	Sunset Industries Ltd.	5702 2nd Ave	Brooklyn	NY	(718)439-5119
340439	B.L.N.D. Corp.	3701 Nostrand Ave	Brooklyn	NY	(718)743-6555
342887	Kings High Corporation	2344 Flatbush Ave	Brooklyn	NY	(718)338-0530
343283	Park Bakery Corporation	2926 Avenue I	Brooklyn	NY	(718)252-5349
344821	Kings High Corporation	1243 Surf Ave	Brooklyn	NY	(718)265-0102
340450	D.C.G.N. Corporation	448 Fifth Ave	Brooklyn	NY	(718)832-9460
363961	GDJ New Horizons, Inc.	711a 65th St	Brooklyn	NY	(718)833-1459
300359	IAT City Line, Inc.	1213 Liberty Ave	Brooklyn	NY	(718)348-9282
302267	Deck Flatlands - 8301, LLC	8301 Flatlands Ave	Brooklyn	NY	(718)531-4469
304335	Deck Flatbush - 1922, LLC	1922 Flatbush Ave # L	Brooklyn	NY	(718)758-0002
304353	GRAHAM QSR LLC	13 Graham Ave	Brooklyn	NY	(718)388-6845
304361	Deck 4-9243, LLC	9243 4th Ave	Brooklyn	NY	(718)745-4060
304362	Deck 86th Street - 2630 LLC	2630 86th St	Brooklyn	NY	(718)372-3824
307515	Deck Avenue J - 1410 LLC	1410 Avenue J	Brooklyn	NY	(718)252-1312
310001	Khattab & Son, Inc.	245 Highland Pl	Brooklyn	NY	(718)277-1995
330135	Deck Broadway-1285, LLC	1285 Broadway	Brooklyn	NY	(347)435-0280
330348	DECK UTICA - 610, LLC	610 Utica Ave	Brooklyn	NY	(917)814-7612
335049	137 NASARY DONUT CORP.	137 Wyckoff Ave	Brooklyn	NY	(718)418-2483
338221	Deck Smith - 148, LLC	148 Smith St	Brooklyn	NY	(718)403-0386
338818	Broadwill Associates, Inc.	1710 Eastern Pkwy	Brooklyn	NY	(718)566-6280
338871	Deck Coney - 906, LLC	906 Coney Island Ave	Brooklyn	NY	(718)871-0526
339024	Deck Jamaica-43, LLC	43 Jamaica Ave	Brooklyn	NY	(718)922-5387
339025	Deck Atlantic-1993, LLC	1993 Atlantic Ave	Brooklyn	NY	(347)435-0278
339305	Sunset Industries Ltd.	5702 2nd Ave	Brooklyn	NY	(718)439-5119
339430	Deck Nostrand-1467, LLC	1467 Nostrand Ave	Brooklyn	NY	(718)703-0198
339657	Deck Church - 5901, LLC	5901 Church Avenue	Brooklyn	NY	(347)365-7147
339914	Deck Knapp Street - 2302 LLC	2302 Knapp St # 2310	Brooklyn	NY	(718)332-6152
340356	1375 Parkway Enterprise Inc.	1375 Rockaway Parkway	Brooklyn	NY	(718)257-6490
340439	B.L.N.D. Corp.	3701 Nostrand Ave	Brooklyn	NY	(718)743-6555
340441	Deck Atlantic-578, LLC	578 Atlantic Ave	Brooklyn	NY	(718)596-6029
340450	D.C.G.N. Corporation	448 Fifth Ave	Brooklyn	NY	(718)832-9460
340464	Coffee & Donuts At Elm, Inc.	1510 Elm Avenue	Brooklyn	NY	(718)627-0667
340467	Rockaway Parkway Donuts Inc.	241-A Rockaway Pkwy	Brooklyn	NY	(718)618-0302
340575	Deck 35-126, LLC	126 35th St	Brooklyn	NY	(718)499-9055
341059	Deck Fulton-3319, LLC	3319 Fulton St	Brooklyn	NY	(347)435-0286

PC #	Franchisee	Address	City	ST	Phone
341574	Deck Ralph-1547, LLC	1556 Ralph Ave	Brooklyn	NY	(718)758-4167
341842	Deck Lafayette-573, LLC	573 Lafayette Ave	Brooklyn	NY	(718)230-4518
342286	DECK 14 - 6502 LLC	6502 14th Ave	Brooklyn	NY	(347)492-0734
342626	DECK 18 - 7121 LLC	7121 18th Ave	Brooklyn	NY	(718)256-0358
342627	SPS PARTNERS LLC	352 Graham Ave	Brooklyn	NY	(718)384-7640
342833	SPS MANHATTAN, LLC	643 Manhattan Ave	Brooklyn	NY	(718)472-3745
342887	Kings High Corporation	2344 Flatbush Ave	Brooklyn	NY	(718)338-0530
343028	Deck Court 383, LLC	383 Court St	Brooklyn	NY	(718)797-3542
343283	Park Bakery Corporation	2926 Avenue I	Brooklyn	NY	(718)252-5349
343979	DECK 13 - 7602 LLC	7602 13th Ave	Brooklyn	NY	(347)497-5150
344821	Kings High Corporation	1243 Surf Ave	Brooklyn	NY	(718)265-0102
350524	Deck 5-5425, LLC	5510 5th Ave	Brooklyn	NY	(347)227-7184
358374	Walli Associates Inc	1621 Avenue U	Brooklyn	NY	(718)975-2565
304353	GRAHAM QSR LLC	13 Graham Ave	Brooklyn	NY	(718)388-6845
338871	Deck Coney—906, LLC	906 Coney Island Ave	Brooklyn	NY	(718)871-0526
340356	1375 Parkway Enterprise Inc.	1375 Rockaway Parkway	Brooklyn	NY	(718)257-6490
357292	453 ENTERPRISE INC.	453 Mother Gaston Blvd	Brooklyn	NY	(718)498-0178
335049 358374	137 NASARY DONUT CORP. Walli Associates Inc	137 Wyckoff Ave 1621 Avenue U	Brooklyn	NY	(718) 418-2483 975-2565
310001 363961	Khatab & Son GDJ-New Horizons, Inc.	245 Highland Pl 711a 65th St	Brooklyn	NY	(718) 277-4995 833-1459
355290	CANYON DONUTS GLEN COVE ROAD, INC.	251 Glen Cove Rd	Carle Place	NY	(516)500-9894
350701	GREAT SPOT OF CENTEREACH INC.	1327 Middle Country Rd	Centereach	NY	(631)736-5186
302627	2317 BLESSING FOOD, LLC	13210 14th Ave	College Point	NY	(929)225-8560
348971	Flavorit Place, Ltd	20 Vanderbilt Pkwy	Commack	NY	(631)499-2231
300465	Jericho Donuts LLC	2073 Jericho Tpke	Commack	NY	(631)543-3392
338313	Metro Franchising Commissary LLC	115 Veterans Highway	Commack	NY	(631)864-4259
348971	Flavorit Place, Ltd	20 Vanderbilt Pkwy	Commack	NY	(631)499-2231
357328	MULTIBRANDS COPIAGUE OPERATING COMPANY LLC	1115 Montauk Hwy	Copiague	NY	(631)608-4483
302007	MCR II Donuts LLC	350 Middle Country Rd	Coram	NY	(631)846-6491
337400	1333 Donuts LLC	1852 Route 112	Coram	NY	(631)846-8077
340817	Hanan D Corp.	5401 108th St	Corona	NY	(718)917-271- 8061-745-1570
356378	JUNCTION DONUTS LLC	37-76 Junction Blvd	Corona	NY	(718)397-5770
301788	Donut Always Go Around, Inc.	1906 Deer Park Ave	Deer Park	NY	(631)667-8919
344530	WESTSIDE DONUT DEER PARK VENTURES LLC	501 Commack Rd	Deer Park	NY	(631)586-0304
334727	Grand Central Donuts, Inc.	10009 Astoria Blvd	East Elmhurst	NY	(718)478-4443
330049	Metro Franchising Commissary LLC	13 W. Main St	East Islip	NY	(631)859-0786
353475	Twenty-Eighty Corp.	2050 Hempstead Tpke	East Meadow	NY	(516)794-7155

PC #	Franchisee	Address	City	ST	Phone
301331	AJP Restaurant Corp.	314 Larkfield Rd	East Northport	NY	(631)368-1555
352113	Eastport Donut Group, Inc.	20 Eastport Manor Rd	Eastport	NY	(631)801-6211
342109	Patel Food Corp.	9507 57th Ave	Elmhurst	NY	(718)592-0940
350391	81-11 NBG Inc.	8111 Broadway	Elmhurst	NY	(718)898-0110
304122	Metro Franchising Commissary LLC	23819 Linden Blvd	Elmont	NY	(516)612-7222
304255	Metro Franchising Commissary LLC	219 Hempstead Tpke	Elmont	NY	(516)328-6757
339842	20th ST WAVE CREST LLC	239 Beach 20th St	Far Rockaway	NY	(718)868-0448
351930	BEACH CHANNEL DRIVE THRU DONUTS LLC	11320 Beach Channel Dr	Far Rockaway	NY	(347)230-4599
349800	Multibrands Farmingdale Donuts Inc.	2109 Broadhollow Rd	Farmingdale	NY	(631)393-0910
330873	Fresh & Tasty Of New York, Inc.	628 Horseblock Rd	Farmingville	NY	(631)732-7569
302530	HILLSIDE QSR LLC	25420 Hillside Ave	Floral Park	NY	(347)216-6547
304823 <u>300462</u>	Fortune Donut Corp. <u>OM Shree Hanuman LLC</u>	7016 <u>14625</u> Northern Blvd	Flushing	NY	(718)917-672-1433 <u>285-2824</u>
330267	19 Food, Inc.	9925 Horace Harding Expy	Flushing	NY	(718)271-9222
307262	WESTSIDE DONUT WHITESTONE VENTURES LLC	3015 Stratton St	Flushing	NY	(516)547-4157
302542	Metro Franchising Commissary LLC	16822 Union Tpke	Flushing	NY	(718)591-6616
304011	Kissena Donuts, Inc.	15367 Horace Harding Expy	Flushing	NY	(718)358-4031
330153 <u>304823</u>	Metro Franchising Commissary LLC <u>Fortune Donut Corp.</u>	3547 Francis Lewis <u>7016 Northern Blvd</u>	Flushing	NY	(718) 886-5279 <u>672-1433</u>
<u>307262</u>	<u>WESTSIDE DONUT WHITESTONE VENTURES LLC</u>	<u>3015 Stratton St</u>	<u>Flushing</u>	<u>NY</u>	<u>(718)321-0567</u>
307669	New York Donut Corporation	5615 Myrtle Ave	Flushing	NY	(718)497-3581
300462 <u>330153</u>	OM Shree Hanuman <u>Metro Franchising Commissary LLC</u>	14625 Northern <u>3547 Francis Lewis Blvd</u>	Flushing	NY	(917)718-285-2824 <u>886-5279</u>
<u>330267</u>	<u>19 Food, Inc.</u>	<u>9925 Horace Harding Expy</u>	<u>Flushing</u>	<u>NY</u>	<u>(718)271-9222</u>
340294	Metro Franchising Commissary LLC	11716 Queens Blvd	Forest Hills	NY	(718)268-5380
353779	Metro Franchising Commissary LLC	7302 Austin St	Forest Hills	NY	(718)575-0892
343754	Dogwood Donuts Inc.	662 Dogwood Ave	Franklin Square	NY	(516)481-4900
338208	Metro Franchising Commissary LLC	389 Atlantic Ave	Freeport	NY	(516)377-5292
340362	61-20 Fresh Meadow Lane, LLC	6120 Fresh Meadow Ln	Fresh Meadows	NY	(718)463-5819
352191	KOSHER UNION TURNPIKE DONUTS LLC	18823 Union Tpke	Fresh Meadows	NY	(347)548-4154
330197	Metro Franchising Commissary LLC	165 7th St	Garden City	NY	(516)248-4417
<u>302049</u>	<u>WESTSIDE DONUT GLEN COVE VENTURES LLC</u>	<u>5 Brewster St</u>	<u>Glen Cove</u>	<u>NY</u>	<u>(516)759-0858</u>
340587	VSK Donuts, LLC	285-291 Glen Street	Glen Cove	NY	(516)674-6756
302049	WESTSIDE DONUT GLEN COVE VENTURES LLC	5 Brewster St	Glen Cove	NY	(516)729-9700
342378	WESTSIDE DONUT GLEN HEAD VENTURES LLC	36 Glenhead Rd	Glen Head	NY	(516)516-318-9968 <u>676-1800</u>
340252	Astoria Donut Corporation	7007 Myrtle Ave	Glendale	NY	(718)628-0350

PC #	Franchisee	Address	City	ST	Phone
310225	FAC 5 Golden, LLC	5 Goldens Bridge Shopping Ctr	Goldens Bridge	NY	(914)232-1860
301726	DJ Hampton Bays Inc.	127 E Montauk Hwy	Hampton Bays	NY	(631)594-1928
300697	Hempstead Donut System, LLC	247 Greenwich St	Hempstead	NY	(516)486-6477
359911	Vijay Enterprises, Inc.	760 Fulton Avenue	Hempstead	NY	(516)485-2953
340851	HEMPSTEAD DRIVE THRU LLC	579 Peninsula Blvd	Hempstead	NY	(516)292-1004
342376 359911	Hicksville Donut, LLC Vijay Enterprises, Inc.	420 Newbridge Rd 760 Fulton Avenue	Hicksville Hempstead	NY	(516) 935-0088 485-2953
341697	MPS Properties, Inc.	24 Newbridge Rd	Hicksville	NY	(516)931-5777
342293	CSK Donuts LLC	100 North Broadway	Hicksville	NY	(516)932-3594
342376	Hicksville Donut, LLC	420 Newbridge Rd	Hicksville	NY	(516)935-0088
300202	DJ Holbrook Inc.	411 Furrows Rd	Holbrook	NY	(631)467-2419
339386	Metro Franchising Commissary LLC	200 E Main St	Huntington	NY	(631)935-0031
340005	WESTSIDE DONUT HUNTINGTON VENTURES LLC	795 East Jericho Tpk	Huntington Station	NY	-
332030	Metro Franchising Commissary LLC	281 Walt Whitman Rd	Huntington Station	NY	(631)547-1685
340005	WESTSIDE DONUT HUNTINGTON VENTURES LLC	795 East Jericho Tpk	Huntington Station	NY	(631)673-5286
355462	Metro Franchising Commissary LLC	24-28 Lowell Ave	Islip Terrace	NY	(631)224-1984
340588	Roosevelt Ave Donuts, Inc.	74-13 Roosevelt Ave	Jackson Heights	NY	(718)205-4440
338592 304483	Jamaica One Donuts Inc. Metro Franchising Commissary LLC	18711 Jamaica Ave 9405 Rockaway Blvd	Jamaica	NY	(718) 454-3501 843-0400
343304 306826	Jamaica Two Central Donuts, Inc.	16804 Jamaica Ave 8777 Parsons Blvd	Jamaica	NY	(718) 526-3376 526-4820
331065	PORTLAND QSR LLC	8347 Parsons Blvd	Jamaica	NY	(718)526-9690
331929	179 NBG Inc.	17915 Hillside Ave	Jamaica	NY	(718)658-1728
306826	Central Donuts, Inc.	8777 Parsons Blvd	Jamaica	NY	-
336572	Jamaica Donuts LLC	146-17 Jamaica Ave	Jamaica	NY	(718)262-0299
337509	N.N.R. Hollis Food LLC	10962 Francis Lewis Blvd	Jamaica	NY	(929)232-1471
337599	JDHAKA Coffee Corp	13850 Jamaica Ave	Jamaica	NY	(718)291-3107
338592	Jamaica One Donuts Inc.	18711 Jamaica Ave	Jamaica	NY	(718)454-3501
339818	Spdaisy Coffee Corp	13328 Springfield Blvd	Jamaica	NY	(718)978-8028
343843 343304	Salim Coffee Corp Jamaica Two Donuts Inc.	11420 Sutphin Blvd 16804 Jamaica Ave	Jamaica	NY	(718) 925-8791 526-3376
331065 343843	PORTLAND QSR LLC Salim Coffee Corp	8347 Parsons Blvd 11420 Sutphin Blvd	Jamaica	NY	(718) 526-9690 925-8791
351929	LIBERTY AVENUE COFFEE CUP LLC	14401 Liberty Ave	Jamaica	NY	(718)657-0518
337509	N.N.R. Hollis Food LLC	10962 Francis Lewis Blvd	Jamaica	NY	(929)232-1471
350145	Hudson Group (HG) Retail, LLC, Kellee Communications Group, Inc. and Tarra Enterprises, Inc., collectively doing business as	Jfk Intl Airport	Jamaica	NY	(718)244-0359
304483 351929	Metro Franchising Commissary LIBERTY AVENUE COFFEE CUP LLC	9405 Rockaway Blvd 14401 Liberty Ave	Jamaica	NY	(718) 843-0400 657-0518
352671	Metro Franchising Commissary LLC	15029 Crossbay Blvd	Jamaica	NY	(718)738-1245

PC #	Franchisee	Address	City	ST	Phone
356058	Metro Franchising Commissary LLC	16995 137th Ave	Jamaica	NY	(718)738-1245
338398	F.K.B. Donuts, Inc. Of Jericho	81 Jericho Tpk	Jericho	NY	(516)334-7351
341392	Multibrands Kings Park Inc.	101 Pulaski Rd	Kings Park	NY	(631)544-0031
343333	WESTSIDE DONUT LEVITTOWN ONE VENTURES LLC	2944 Hempstead Tpk	Levittown	NY	(516)520-0494
354517 302406	MULTIBRANDS LINDENHURST OPERATING COMPANY LLC ALEXASHEL FIVE CORP.	320280 E Montauk Sunrise Hwy	Lindenhurst	NY	(631) 225-2507 206-6113
302406 354517	ALEXASHEL FIVE CORP. MULTIBRANDS LINDENHURST OPERATING COMPANY LLC	280320 E Sunrise Montauk Hwy	Lindenhurst	NY	(631) 206-6113 225-2507
304728	Valpar 4 Corp.	24809 Northern Blvd	Little Neck	NY	(718)225-0513
342155 302875	Plaza Donuts Corp. Renson Food Corporation	3500 48th St 4202 Northern Blvd	Long Island City	NY	(718) 784-3639 392-0146
306825	34-01 Donut Corp.	3401 Broadway	Long Island City	NY	(718)278-4860
330415	Ukatosh Corporation	3102 36th Ave	Long Island City	NY	(718)383-1000
331183	New York Donut Corporation	3326 21st St	Long Island City	NY	(718)267-0279
302875 342155	Renson Food Corporation Plaza Donuts Corp.	4202 Northern Blvd 3500 48th St	Long Island City	NY	(718) 392-0146 784-3639
306825	34-01 Donut Corp.	3401 Broadway	Long Island City	NY	(718)278-4860
350010	Manhattan Donut Corp.	4902 Vernon Blvd.	Long Island City	NY	(718)433-4543
348800	BSK Donuts LLC	6 Ocean Ave	Lynbrook	NY	(516)256-2821
304401	N.N. Ahluwalia, Inc.	6103 Flushing Ave	Maspeth	NY	(718)521-6190
342977	Alexashel Three Corp	5477-5515 Merrick Road	Massapequa	NY	(516)203-7519
302237	Long Island Combo Shops, Inc.	1399 Hicksville Rd	Massapequa	NY	(516)798-8601
342977	Alexashel Three Corp	5477-5515 Merrick Road	Massapequa	NY	(516)203-7519
340361	Tristate Donut Group Inc.	1495 Montauk Hwy	Mastic	NY	(631)281-2103
341639	DJ MEDFORD LLC	3197 Horseblock Road	Medford	NY	(631)654-4936
302485	Metro Franchising Commissary LLC	116 Broadhollow Rd	Melville	NY	(631)425-0935
302954	Metro Franchising Commissary LLC	1731 Merrick Rd	Merrick	NY	(516)379-8149
308652	Metro Franchising Commissary LLC	1766 Merrick Ave N	Merrick	NY	(516)377-3827
337653	56 East Sunrise Corp.	56 E Sunrise Hwy	Merrick	NY	(516)608-5436
339817	OM SHREE LAXMANDAV LLC	6122 Fresh Pond Rd	Middle Village	NY	(718)418-2393
352314	Miller Place II Donuts LLC	725 Route 25a	Miller Place	NY	(631)228-4347
339647	Mineola Bakery Inc.	265 East Jericho Tpk	Mineola	NY	(516)739-2503
342683	Sicomac Partners West, Inc.	213 W Route 59	Nanuet	NY	(845)215-5605
302607	Lakeville Donuts, Inc.	2062 Lakeville Rd	New Hyde Park	NY	(516)775-8630
330367	Men At Work, LLC	96 E Main St	New Rochelle	NY	(914)222-0654
337561 310079	Sebella Brands WESTSIDE DONUT 5TH AVE. VENTURES LLC	4225 1st 302 5th Ave	New York	NY	(212) 734-5465 268-0686
339350	Chandan Subarna Corp.	110 West 145th St	New York	NY	(212)234-3440
342239	CF-55 Corporation	55 West 55th St	New York	NY	(212)245-4655

PC #	Franchisee	Address	City	ST	Phone
342984	Nulife-of Broadway LLC	4942 Broadway	New York	NY	(212)544-0453
340834	815 10th Donuts LLC	815 10th Ave	New York	NY	(646)866-7462
342772	Venkatesh, Inc.	1392 Lexington Avenue	New York	NY	(212)722-5767
350994	25 43rd DONUTS LLC	25 W 43rd St	New York	NY	(646)974-8119
351274	SRIDUTT INC.	1703 3rd Ave	New York	NY	(646)727-7744
351935	882 LEX DONUTS LLC	882 Lexington Ave	New York	NY	(646)661-5825
358650	51 34th DONUTS LLC	10 Park Ave	New York	NY	(646)974-9114
330342	AMG 181 QUICKSERVE LLC	728 W 181st St	New York	NY	(212)795-0101
332445	AMG 1342 AMSTERDAM QUICKSERVE LLC	1342 Amsterdam Ave	New York	NY	(212)222-4136
339039	Deck 7 - 289, LLC	289 7th Ave	New York	NY	(212)486-4799
337355	116 Donut Kitchen Corp.	53 West 116th St	New York	NY	(212)289-0770
351339 337513	201 Madison Street LLC NYC Lexington Foods Inc.	201 Madison St 2083 Lexington Ave	New York	NY	(212)646-566-5071 368-5906
359808 337561	255 West 108 Sebella Brands LLC	2800 Broadway 1225 1st Ave	New York	NY	(646)212-684-3788 734-5465
340313 339039	Copley Coffee 1 Deck 7 - 289, LLC	476 Second 289 7th Ave	New York	NY	(212)684-2173 486-4799
344018 339350	Copley Coffee 1, LLC Chandan Subarna Corp.	455 Park Ave S 110 West 145th St	New York	NY	(212)213-9010 234-3440
347073 340313	Copley Coffee 2, LLC	140 E 34th St 476 Second Ave	New York	NY	(212)481-2905 684-2173
352393 340537	Copley Coffee 2, LLC NYC DELANCEY FOODS INC.	542 E 14th 140 Delancey St	New York	NY	(646)484-5519 340-4526
307108 340834	BAL YOGI 815 10th Donuts LLC	321 Broadway 815 10th Ave	New York	NY	(212)646-577-7550 866-7462
310079 340855	WESTSIDE DONUT 5TH AVE. VENTURES LLC #N/A	302 5th Ave 250 E. 40th St	New York	NY	
349077 341450	WESTSIDE DONUT 34TH STREET VENTURES LLC NYC 148 Foods Inc.	316 W 34th St 3600 Broadway	New York	NY	(1516)646-729-9700 434-6286
350511	WESTSIDE DONUT 9TH AVE. VENTURES LLC	484 9th Ave	New York	NY	-
355892	WESTSIDE DONUT 544 VENTURES LLC	544 Avenue Of The Americas	New York	NY	-
338712 341501	Copley Coffee 1, 100 CHAMBERS DONUTS LLC	601 2nd Ave 100 Chambers St	New York	NY	(212)683-3793 608-1601
340855 342239	Copley Coffee 1, LLC CCF 55 Corporation	250 E. 40th 55 West 55th St	New York	NY	(212)-681-2482 245-4655
342248	Copley Coffee 1, LLC	361 First Avenue	New York	NY	(212)228-8895
342968 342772	Copley Coffee 2 Venkatesh, LLC Inc.	100 1st Ave 1392 Lexington Avenue	New York	NY	(212)420-7031 722-5767
359682 342968	Copley Coffee 4, LLC	361 3rd 100 1st Ave	New York	NY	(212)686-1500 420-7031
341501 342984	100 CHAMBERS DONUTS Nulife of Broadway LLC	100 Chambers St 4942 Broadway	New York	NY	(212)608-1601 544-0453

PC #	Franchisee	Address	City	ST	Phone
339747	Krishna Kumari, LLC	269 8th Ave	New York	NY	(646)396-8390
362681	Coffee On Hudson 31 LLC	595 10th Ave	New York	NY	-
337513	NYC Lexington Foods Inc.	2083 Lexington Ave	New York	NY	(646)368-5906
340537	NYC DELANCEY FOODS INC.	140 Delancey St	New York	NY	(212)777-2003
341450	NYC 148 Foods Inc.	3600 Broadway	New York	NY	(646)434-6286
343038	NYC HARLEM FOODS INC	2258 1st Ave	New York	NY	(646)597-9421
344018	Copley Coffee 1, LLC	455 Park Ave S	New York	NY	(212)213-9010
345537	NYC 145 FOODS INC.	356 W 145th St	New York	NY	212-281-0056
346759	NYC 114 FOODS INC	2103 Frederick Douglass Blvd	New York	NY	(212)280-6414
347073	Copley Coffee 2, LLC	140 E 34th St	New York	NY	(212)481-2905
350511	WESTSIDE DONUT 9TH AVE. VENTURES LLC	484 9th Ave	New York	NY	(646)590-2933
350994	25 43rd DONUTS LLC	25 W 43rd St	New York	NY	(646)974-8119
351274	SRIDUTT INC.	1703 3rd Ave	New York	NY	(732)906-1164
351339	201 Madison Street LLC	201 Madison St	New York	NY	(332)242-0613
351935	882 LEX DONUTS LLC	882 Lexington Ave	New York	NY	(646)661-5825
352393	Copley Coffee 2, LLC	542 E 14th St	New York	NY	(646)484-5519
353892	NYC 155 FOODS INC	900 Saint Nicholas Ave	New York	NY	(646)340-3929
354846	NYC PARK FOODS INC	57 E 125th St	New York	NY	(646)340-2446
355712	NYC 143 FOODS INC.	3504 Broadway	New York	NY	(646)275- 0683 240-4021
355892	WESTSIDE DONUT 544 VENTURES LLC	544 Avenue Of The Americas	New York	NY	(212)727-0444
356450	NYC THIRD AVENUE FOODS INC	147 E 116th Street	New York	NY	(646)597-9456
358650	51 34th DONUTS LLC	10 Park Ave	New York	NY	(646)974-9114
359682	Copley Coffee 1, LLC	361 3rd Ave	New York	NY	(212)686-1500
359808	255 West 108 LLC	2800 Broadway	New York	NY	(646)684-3788
362681	Coffee On Hudson 31 LLC	595 10th Ave	New York	NY	
362865	NYC DYCKMAN FOODS INC	109 Dyckman St	New York	NY	(212)544-0272
364122	NYC 98 FOODS INC.	2600 Broadway	New York	NY	(212)917)666- 5100 503-4699
364138	NYC 102 FOODS INC.	1976 1st Avenue	New York	NY	(212)876-3312
300392	Ganpati Donuts, Inc.	674 Broadway	Newburgh	NY	(845)562-4720
363502	American Racing and Entertainment, LLC	2384 W River Rd	Nichols	NY	(607)699-9300
339090	Phoenix Donut Corp.	1201 Deer Park Ave	North Babylon	NY	(631)667-3900
342188	Great Spot of Oakdale, Inc.	1243 Montauk Hwy	Oakdale	NY	(631)567-3010
337904	Metro Franchising Commissary LLC	61-58 Springfield Blvd	Oakland Gardens	NY	(718)357-1273
342238	OB Donuts, Inc.	726 Old Bethpage Rd	Old Bethpage	NY	(516)752-7520
344580	Sicomac Partners-Orange, Inc.	15 Orangetown Center	Orangeburg	NY	(845)398-9702
338870	LITE N SWEET, INC.	94 Croton Ave	Ossining	NY	(914)944-0165
308608	Metro Franchising Commissary LLC	159 Pine Hollow Rd	Oyster Bay	NY	(516)922-7888
301353	Main Street QSR Inc.	369 E Main St	Patchogue	NY	(631)730-3321

PC #	Franchisee	Address	City	ST	Phone
336563	Donuts By W.J.D., Inc.	3115 Route 22	Patterson	NY	(845)878-7655
340082	GSK Properties LLC	587 Old Country Rd	Plainview	NY	(516)433-8128
302270	DJ NESCONSET INC	5017 Nesconset Hwy	Port Jefferson Station	NY	(631)473-7937
362889	Shan-E-Panjab, Inc.	6401 108th St	Queens	NY	(718)275-4575
360679 304484	REGO COMBO, LLC Metropolitan QSR, Inc.	95-56 Queens 6365 Woodhaven Blvd	Rego Park	NY	(718) 459-1872 396-0178
304484 360679	Metropolitan QSR, Inc. REGO COMBO, LLC	6365 Woodhaven 95-56 Queens Blvd	Rego Park	NY	(718) 396-0178 459-1872
339387	11602 Metropolitan Avenue, LLC	11602 Metropolitan Ave	Richmond Hill	NY	(718)441-8006
302006	DJ Riverhead Inc.	1051 Old Country Rd	Riverhead	NY	(631)591-3820
356376	SSK Donuts 2 LLC	597 Route 25a	Rocky Point	NY	(631)849-6097
338949	DJ RONKONKOMA LLC	125 Portion Rd	Ronkonkoma	NY	(631)471-2090
344267	St James Donuts LLC	430 North Country Rd	Saint James	NY	(631)584-5874
302480	DJ Shirley 1 Inc	545 William Floyd Pkwy	Shirley	NY	(631)395-4887
302221	Metro Franchising Commissary LLC	235 W. Main St	Smithtown	NY	(631)360-1236
339841 310373	Metro Franchising Commissary LLC	731 Nesconset Hwy 560 Smithtown Byp	Smithtown	NY	(631) 724-0345 257-5072
310373 339841	Metro Franchising Commissary LLC	560 Smithtown Byp 731 Nesconset Hwy	Smithtown	NY	(631) 257-5072 724-0345
352547	SOMERS DOUGHNUTS CORP	325 Route 100	Somers	NY	(914)276-7606
336925	ROCKAWAY BLVD. DRIVE THRU LLC	13320 Rockaway Blvd	South Ozone Park	NY	(718)845-9875
336628	Metro Franchising Commissary LLC	11611 Liberty Ave	South Richmond Hill	NY	(718)845-2649
335880	Forest Broadway LLC	770 Forest Ave	Staten Island	NY	(718)273-9641
335881	Nad2, Inc SHREE SHIV SHAKTI INC.	1131 Bay St	Staten Island	NY	(718)420-4920
337499	Hylan Naughton Inc.	1854 Hylan Blvd	Staten Island	NY	(718)980-1257
338807	Forest Ave, LLC	2222 Forest Ave	Staten Island	NY	(718)442-6630
339433	Arthur Richmond, LLC	680 Arthur Kill Rd	Staten Island	NY	(718)948-0600
342644	Richmond-Christopher, LLC	1445 Richmond Ave	Staten Island	NY	(718)370-0601
342725	Richmond Hill Road, LLC	77 A Richmond Hill Rd	Staten Island	NY	(718)370-1238
352786	RICHMOND CORAL LLC	1650 Richmond Ave	Staten Island	NY	(718)698-6940
349074	Great Spot of Stony Brook Inc.	1085 Route 25a	Stony Brook	NY	(631)689-0350
339302	ABDD LLC	262 Route 59	Suffern	NY	(845)504-5303
331182	Santoshi Trading Corporation	4513 Queens Blvd	Sunnyside	NY	(347)738-5838
340852	Lic Donut Corporation	4128 Queens Blvd	Sunnyside	NY	(718)361-6825
338196	Metro Franchising Commissary LLC	59 Jackson Ave	Syosset	NY	(516)364-2299
344829	WJDS Systems Inc.	545 Uniondale Ave	Uniondale	NY	(516)280-3160
339742	MERRICK AVE COMBO LLC	207 W. Merrick Rd	Valley Stream	NY	(516)256-4445
349043	Alexashel Four Corp.	1148 Wantagh Ave	Wantagh	NY	(516)203-7344
302224	West Hempstead Donuts Inc.	475 Hempstead Tpke	West Hempstead	NY	(516)505-1828
354124	MULTIBRANDS WEST ISLIP 343 UNION BLVD. OPERATING COMPANY LLC	343 Union Blvd	West Islip	NY	(631)587-3300
344454	Metro Franchising Commissary LLC	840 Carman Ave	Westbury	NY	(516)333-0344

PC #	Franchisee	Address	City	ST	Phone
342009 338922	Hillcrest Marshall, Inc LITE N SWEET, INC.	80 Virginia 81 Knollwood Rd	White Plains	NY	(914) 328-2412 949-4468
338922 342009	LITE N SWEET, INC Hillcrest Marshall, Inc.	81 Knollwood 80 Virginia Rd	White Plains	NY	(914) 949-4468 328-2412
352512	154 DONUTS INC.	1030 154th St	Whitestone	NY	(718)767-0009
307977	Metro Franchising Commissary LLC	8413 Jamaica Ave	Woodhaven	NY	(718)847-9129
336583	Metro Franchising Commissary LLC	9217 Jamaica Ave	Woodhaven	NY	(718)850-2717
354069	LEGACY LIBERTY QSR LLC	5801 Woodside Ave	Woodside	NY	(718)458-1903
356490	WOODSIDE VALPAR LLC	61-12 Roosevelt Ave	Woodside	NY	(718)205-7105
330187	FAC 2248 CPA, LLC	2248 Central Park Ave	Yonkers	NY	(914)793-1075
332974	FAC 132 BRR, LLC	132 Bronx River Rd	Yonkers	NY	(914)237-5275
306594	Brooklyn Donuts, Inc.	4740 Ridge Rd	Brooklyn	OH	(216)741-4438
344417	PK&D Foods LLC	435 E Martin Luther King Dr	Cincinnati	OH	(513)281-3700
336756	KAMM'S DONUTS, INC.	16204 Lorain Ave	Cleveland	OH	(216)812-3865
363520	Applegreen OH Welcome Centres LLC	1012 North County Road 260	Clyde	OH	(419)765-3028
363521	Applegreen OH Welcome Centres LLC	1012 Ohio Turnpike	Clyde	OH	(419)547-4717
302277	Pramukh Vandan LLC	2255 E Dublin Granville Rd	Columbus	OH	(614)392-1294
352878	Pramukh Vandan LLC	2060 N High St	Columbus	OH	(614)826-2343
353077	Pramukh Vandan LLC	1325 Bethel Rd	Columbus	OH	(614)914-6691
357512	MAHANT DONUTS LLC	1220 Morse Rd	Columbus	OH	(614)420-2200
359549	KESHAV BROAD LLC	3788 W Broad St	Columbus	OH	(614)541-3000
357512 364197	MAHANT DONUTS Atadara High LLC	1220 Morse Rd 3245 North High Street	Columbus	OH	(614) 420-2200 600-2801
342449	MAC'S CONVENIENCE STORES LLC	310 Tallmadge Rd	Cuyahoga Falls	OH	(330)929-2051
302106	PK Foods LLC	27 N Springboro Pike	Dayton	OH	(937)439-1944
363373	ADYK Delaware LLC	50 Coughlin Ln	Delaware	OH	(267 614) 249-7374 396-8710
342373	FAIRFIELD DONUTS LLC	6641 Dixie Hwy	Fairfield	OH	(513)874-4756
341152	Duttguru Corporation	1111 N Hamilton Rd	Gahanna	OH	(614)337-0750
341899	MAC'S CONVENIENCE STORES LLC	1150 S Broadway	Geneva	OH	(440)466-1847
355318	Ramesh C. Arora, Manish Walia & Rachna Walia	751 N Cable Rd	Lima	OH	(567)289-9125
336364	SQF Of Amherst, LLC	5494 Leavitt Rd	Lorain	OH	(440)282-4440
302387	RR Bhavani, Inc	17801 Bagley Rd	Middleburg Heights	OH	(440)243-8787
355748	Timothy P. O'Hara	114 Glover Dr	Mount Orab	OH	(937)444-7076
304946	OM North Olmsted Donuts Inc.	26963 Lorain Rd	North Olmsted	OH	(440)734-2272
342094	Om Painesville Donuts Inc.	255 Richmond St	Painesville	OH	(440)354-7117
343184	Gusco, Inc.	4233 Mayfield Rd	South Euclid	OH	(216)382-5937
338519	OM STREETSBORO DONUTS INC	9168 State Route 14	Streetsboro	OH	(330)422-1155
340548	OM WARRENSVILLE HEIGHTS DONUTS INC.	4959 Richmond Rd	Warrensville Heights	OH	(216)292-0455
354521	SDAA LLC	1812 Cleveland Rd	Wooster	OH	(330)601-0688

PC #	Franchisee	Address	City	ST	Phone
362695	GONDAL LINWORTH LLC	6130 Linworth Rd	Worthington	OH	(614)705-6580
356488	Midwest Donuts, LLC	2301 S Douglas Blvd	Midwest City	OK	(405)582-2271
355991	MOORE DONUTS, LLC	630 Sw 4th St	Moore	OK	(405)735-8744
356871	Uptown Donuts, LLC	323 Nw 23rd St	Oklahoma City	OK	(405)212-2376
359668	SEMINOLE INVESTORS LLC	11242 Oklahoma 99	Seminole	OK	(405)303-2200
364185	Natwest Investment LLC	16700 West South Avenue	Tonkawa	OK	(580)225-2561
339782	Valley Donuts, Inc.	1870 Catasauqua Rd	Allentown	PA	(610)264-2890
363839	Applegreen PA Welcome Centres LLC	5052 Cetronia Rd	Allentown	PA	(717)218-5962
353710	Ardmore Donuts LLC	12 Greenfield Ave	Ardmore	PA	(610)649-3684
363760	Applegreen PA Welcome Centres LLC	1350 Pennsylvania Turnpike	Bowmansville	PA	(717)400-7266
357533	WILDBREEZETA Operating LLC	16563 Lincoln Highway	Breezewood	PA	(814)735-7241
340911	Shanti-QSR, Inc. Denver Donuts, LLC	2055 N Reading Rd	Denver	PA	(717)336-2332
343079	OM GANABHUJE NAMAH LLC	376 W Uwchlan	Downingtown	PA	(267)621-4830
363751	Applegreen PA Welcome Centres LLC	5 Marsh Road	Elverson	PA	(717)329-9957
349437	SCOTT'S CUP OF JOE, INC.	654 Millcreek Mall	Erie	PA	(814)866-1121
352894	MAHAPRABHUJI INC.	110 E Street Rd	Feasterville Trevo	PA	(267)621-4826
338972	Shanker Corp.	230 S Easton Rd	Glenside	PA	(215)887-3580
343208	M and M Donuts, LLC	4342 Linglestown Rd	Harrisburg	PA	(717)909-1222
337322	J&V Management, Inc.	1181 Texas Palmyra Highway	Honesdale	PA	(570)253-8480
342770	May Brands, LLC	1318 Wyoming Ave	Kingston	PA	(570)714-4449
363759	Applegreen PA Welcome Centres LLC	1 Pennsylvania Turnpike	Lawn	PA	(717)400-7266
342522	Shukan-QSR, Inc. Lebanon Donuts, LLC	2199 Cumberland St	Lebanon	PA	(717)272-1122
358499	HRG Bloomfield, LLC	5241 Liberty Ave	Pittsburgh	PA	(973)412-650-0049 586-7127
345051	Red Lion Enterprises, LLC	3103 Cape Horn Rd	Red Lion	PA	(717)246-2666
358535	GN SHREWSBURY LLC	549 S Main St	Shrewsbury	PA	(717)759-2062
363762	Applegreen PA Welcome Centres LLC	179 North Plaza Access Road	Somerset	PA	(814)421-4415
310348	Sairam, Inc.	653 E Broad St	Souderton	PA	(215)799-0199
343037	Neelkanth Investments LLC	1 S Chester Rd	Swarthmore	PA	(484)472-8891
343729 363758	Queen Street Enterprises, Applegreen PA Welcome Centres LLC	2175 S Queen St 3744 North Hess Road	York Waterfall	PA	(717)443-741-0088 278-6026
338038	Mount Rose Enterprises, LLC	1015 Mt. Rose Ave	York	PA	(717)848-3999
343729	Queen Street Enterprises, LLC	2175 S Queen St	York	PA	(717)741-0088
302068	BROAD RIVER DONUTS, LLC	1525 Broad River Rd	Columbia	SC	(803)798-6630
351124	Hudson Group (HG) Retail, LLC and Branded Works, Inc.,	2000 Gsp Dr	Greer	SC	(864)655-5362
362469	SHREEJI DONUTS IV, LLC	1089 South 4th Street	Hartsville	SC	(843)917-4017
350890	INDIAN LAND SC, LLC	8374 Charlotte Hwy	Indian Land	SC	(803)802-3020
338554	Best Bite, Inc.	593 Highway 90 E	Little River	SC	(843)280-7530
340400	Best Bite, Inc.	2901 S Highway 17	Murrells Inlet	SC	(843)357-8411
353079	Best Bite, Inc.	4282 River Oaks Dr	Myrtle Beach	SC	(843)796-2084

PC #	Franchisee	Address	City	ST	Phone
358847	Best Bite, Inc.	7102 N Kings Highway	Myrtle Beach	SC	(843)449-9383
350258	8501 DORCHESTER ROAD, LLC	8507 Dorchester Rd	North Charleston	SC	(843)628-0778
336908	SPRINGSTEEN RD ROCK HILL CLT, LLC	1932 Springsteen Rd	Rock Hill	SC	(803)325-2305
341236	CELANESE RD ROCK HILL CLT, LLC	2677 Celanese Rd	Rock Hill	SC	(803)980-3865
362261	CBG Wilma Rudolph LLC	2531 Wilma Rudolph Boulevard	Clarksville	TN	(931)378-5614
343536	ROUTE 65, LLC	9100a Carothers Pkwy	Franklin	TN	(615)778-0099
345354	Route 40, LLC	1545 Nashville Pike	Gallatin	TN	(615)230-0050
345186	Route 40, LLC	5205 Old Hickory Blvd	Hermitage	TN	(615)885-7764
350299	Poplar Donuts, LLC	5150 Poplar Ave	Memphis	TN	(617)901-823- 2685766-9903
345184	Route 40, LLC	14835 Lebanon Rd	Old Hickory	TN	(615)758-2189
356411	ROUTE 65, LLC	1041 Sgt Asbury Hawn Way	Smyrna	TN	(615)459-3004
350728	ROUTE 65, LLC	2098 Wall St	Spring Hill	TN	(615)302-3579
356611	STEP Values ABILENE COFFEE LA LLC	2901 S 14th St	Abilene	TX	(325)261-4918
355498 354018	STEP Values LLC	4411 Soncy 2823 Western Ave	Amarillo	TX	(806) 731- 8616 553-2274
354018355498	STEP Values LLC	2823 Western 4411 Soncy Ave	Amarillo	TX	(806) 553- 2274 731-8616
357220	PAK MANAGEMENT OF DALLAS INC	5801 Office Park Dr	Arlington	TX	(817)563-9474
363236	Collins Donuts, Inc.	4501 South Collins Street	Arlington	TX	(682)270-0109
354395	Round Rock Real Estate LLC	1610 E Parmer Lane	Austin	TX	(512)487-5578
355896	Round Rock Real Estate LLC	166 Hargraves Dr	Austin	TX	(512)582-0156
353319	Coffee Action West, LLC	551 Tx Hwy 71	Bastrop	TX	(512)985-5347
355856	Anju Donuts of Beaumont, LLC	6392 Phelan Blvd	Beaumont	TX	(409)860-9262
357672	Shahbaz Raza	17498 Interstate 10	Beaumont	TX	(409)794-3021
355681	Boerne Donuts, Inc.	214 W Bandera Rd	Boerne	TX	(830)331-2251
352495	Burleson Donuts, Inc.	735 Sw Wilshire Blvd	Burleson	TX	(682)703-2079
350093	Cedar Hill Donuts, Inc.	650 Uptown Blvd	Cedar Hill	TX	(972)291-5727
349738	Coffee Action West, LLC	1851 S Lakeline Blvd	Cedar Park	TX	(512)382-5658
359644	WELLBORN DONUTS, INC.	12061 Fm 2154	College Station	TX	(979)422-1480
355348	EKTA Holdings Inc.	3085 College Park Dr	Conroe	TX	(936)224-4951
352712	MM DONUTS CONROE 75 LLC	800 N Loop 336 W	Conroe	TX	(936)828-3939
355348	EKTA Holdings Inc.	3085 College Park Dr	Conroe	TX	(936)242-1249
355010	FM78 Donuts, LLC	8250 Fm 78	Converse	TX	(561)210-338- 2160 272-0787
363024	Copperas Cove Donuts Inc	2406 E Business 190	Copperas Cove	TX	(254)238-7132
359858	Pramukhji Donut Corporation of Dallas	11680 Us 380	Cross Roads	TX	(940)365-5735
351952	HZ Coffee Group, LLC	7017 Barker Cypress Rd	Cypress	TX	(832)346)427- 6412 377-6691
351153	The Grove, Inc.	Dfw Int. Airport	Dallas	TX	(972)574-4616
352496	QUALITY BRAND GROUP TEXAS LLC	14841 Coit Rd	Dallas	TX	(972)788-8120
357285	The Grove, Inc.	Dfw Int. Airport	Dallas	TX	(972)973-4786

PC #	Franchisee	Address	City	ST	Phone
352496	QUALITY BRAND GROUP TEXAS LLC	14841 Coit Rd	Dallas	TX	(1203) 536-4527
357741	QUALITY BRAND GROUP TEXAS LLC	834 N Hampton Rd	Desoto	TX	(469)747-3103
363238	Duncanville Donuts, Inc.	310 South Clark Road	Duncanville	TX	(469)868-6144
353933	QUALITY BRAND GROUP TEXAS LLC	711 S Industrial Blvd	Eules	TX	(1203)817-536-4527 685-1011
346510	Fort Worth Donuts, Inc.	9629 White Settlement Rd	Fort Worth	TX	(682)707-2930
363449	Priceless Coffee, Inc.	7621 Summer Creek Rd.	Fort Worth	TX	(682)250-5615
362664	SAHAJANAND DONUT CORPORATION	3555 Legacy Dr	Frisco	TX	(972)704-3434
362644	Lake Ridge Donuts, Inc.	5170 Lake Ridge Pkwy	Grand Prairie	TX	(214)518-6547
358035	HARKER HEIGHTS DONUTS, INC.	529 E Knights Way	Harker Heights	TX	(254)213-0400
359980	HZ Coffee Group, LLC	3011 Ella Blvd	Houston	TX	(346)537-7506
363312	HZ Coffee Group, LLC	12655 Tomball Parkway	Houston	TX	(281)809-2195
331574	Swetika Corporation	7510 Highway 6 N	Houston	TX	(281)463-0966
349238	National Pizza Restaurants, Inc.	Houston Hobby Airport	Houston	TX	(713)640-8601
352196	Upcounty Texas Donuts LLC	10840 Scarsdale Blvd	Houston	TX	(281)481-1929
353796	BINGLE, LLC	5101 Bingle Rd	Houston	TX	(281)414-3785
359980	HZ Coffee Group, LLC	3011 Ella Blvd	Houston	TX	(346)537-7506
363312	HZ Coffee Group, LLC	12655 Tomball Parkway	Houston	TX	(281)809-2195
351869	HZ Coffee Group, LLC	3061 N Fry Rd	Katy	TX	(346)322-4055
363355	HZ Coffee Group, LLC	3831 W Grand Parkway	Katy	TX	(346)608-8053
359888	Kerrville Donuts, Inc.	801 Sidney Baker St	Kerrville	TX	(830)890-5798
355149	PAK MANAGEMENT OF KILGORE INC	4405 Highway 42 N	Kilgore	TX	(903)345-6050
357649	Clear Creek Donuts, Inc.	2250 Clear Creek Rd	Killeen	TX	(254)519-0000
359496	FORT HOOD DONUTS, INC.	1516 S Fort Hood St	Killeen	TX	(254)226-3178
352483	Coffee Action West, LLC	20371 Interstate Highway 35	Kyle	TX	(512)268-1200
352053	Upcounty Texas Donuts LLC	2340 Marina Bay Dr	League City	TX	(281)332-1839
354801	STEP Values LUBBOCK COFFEE LB LLC	4328 50th St 7723 Milwaukee Ave	Lubbock	TX	(806)686-0825 589-0196
352573	STEP Values LUBBOCK COFFEE LC LLC	7901 University Ave	Lubbock	TX	(806)686-1306
352510	STEP Values LUBBOCK COFFEE LA LLC	7723 Milwaukee Ave 4328 50th St	Lubbock	TX	(806)589-0196 686-0825
357149	Anju Donuts of Beaumont 2, LLC	112 S Main St	Lumberton	TX	(409)227-4772
364247	Hemani Group Development LLC	901 Fm 1431 Ste 100	Marble Falls	TX	(325)322-8419
352584	Jai Meladi Donut of Dallas, LLC	116 S Custer Rd	Mckinney	TX	(972)347-6164
354857	PAK MANAGEMENT OF NACOS INC	2801 North St	Nacogdoches	TX	(936)305-5123
358743	Sai 6 Franchising, LLC	1667 W State Highway 46	New Braunfels	TX	(830)327-1240
359776	Shahbaz Raza	12099 Farm To Market Road 1442	Orange	TX	(409)216-8542
351331	Upcounty Texas Donuts LLC	4130 Fairmont Pkwy	Pasadena	TX	(281)487-0694
306422	Sunrin Group, Inc.	2001 Coit Rd	Plano	TX	(972)985-9994
352267	QUALITY BRAND GROUP TEXAS LLC	2101 Lakeview Pkwy	Rowlett	TX	(1203)972-328-2130 412-7009

PC #	Franchisee	Address	City	ST	Phone
355680351214	7272-DONUTS, INC. SAI 1 FRANCHISING, LLC	7272-Culebra Rd 12311 Nacogdoches Road	San Antonio	TX	(210)370-3566
354645	ALAMO DONUTS LLC	403-San Pedro Avenue	San Antonio	TX	(210)988-3333
358703	SAI 7 Franchising, LLC	11910-Blanco Road	San Antonio	TX	(210)910-5009
359574	SAI 8 Franchising, LLC	2882-Thousand Oaks	San Antonio	TX	(210)963-6003
351214351985	SAI 1 FRANCHISING Mesquite Country Business Venture, LLC	12311 Nacogdoches Road 9230 Potranco Rd	San Antonio	TX	(210)-364-0958 451-0929
353432	SAI 3 Franchising, LLC	18235 Bulverde Rd	San Antonio	TX	(210)530-8342
354668	SAI FRANCHISING 4, L.L.C.	23503 Hardy Oak Blvd	San Antonio	TX	(210)-364-0958 481-9229
351985 355680	Mesquite Country Business Venture, LLC 7272 DONUTS, INC.	9230 Potranco 7272 Culebra Rd	San Antonio	TX	(210)451-0929 370-3566
357201	DOMINION DONUTS, INC.	21715 W Interstate 10	San Antonio	TX	(210)600-3270
358703	SAI 7 Franchising, LLC	11910 Blanco Road	San Antonio	TX	(210)910-5009
358705	Empresario Donuts Inc	11330 Potranco Rd.	San Antonio	TX	(210)236-9708
359574	SAI 8 Franchising, LLC	2882 Thousand Oaks	San Antonio	TX	(210)963-6003
363902	Kallison Donuts Inc	14048 Culebra Rd. Suite 118	San Antonio	TX	(210)255-1167
351716	EKTA Holdings Inc.	6127 Fm 2920 Rd	Spring	TX	(832)639-8820
356329	Anju Donuts of Houston, LLC	2222 Rayford Rd	Spring	TX	(281)972-6142
356586	ANJU DONUTS OF SPRING, LLC	2203 Spring Stuebner Rd	Spring	TX	(281)972-0511
362762	HZ Coffee Group, LLC	24211 Kuykendahl Road	Spring	TX	(346)534-5008
362967	Temple Donuts Inc	7451 West Adams Avenue	Temple	TX	(254)314-2006
353795	CYPRESS DONUTS, LLC	11523 Spring Cypress Road	Tomball	TX	
353252	PAK MANAGEMENT OF TYLER INC	1400 W Southwest Loop 323	Tyler	TX	(903)201-6990
357325	Anju Donuts of Beaumont 2, LLC	580 N Main St	Vidor	TX	(409)422-0645
357958	HEWITT DONUTS, INC.	1701 Hewitt Dr	Waco	TX	(254)294-8869
356895	D2J Solution LLC	4519 Kemp Blvd	Wichita Falls	TX	(940)386-3716
351500	AFCO Bakeries No. 1, LLC	5105 Walzem Rd	Windcrest	TX	(210)277-7030
355399	Shahbaz Raza	36311 Interstate 10 W	Winnie	TX	(409)374-2010
358217	HARTMAN HOLDINGS, INC.	6052 Fir Ave	Hill Air Force Base	UT	(385)298-0137
344265	EC Edsall, LLC	6451 Edsall Rd	Alexandria	VA	(703)256-4534
335717	DVA Jefferson-3325, LLC	3325 Jefferson Davis Hwy	Alexandria	VA	(703)548-2413
343294	NOVA CBC, LLC	1500 Belle View Blvd	Alexandria	VA	(703)778-1135
344265	EC Edsall, LLC	6451 Edsall Rd	Alexandria	VA	(703)256-4534
331809	DVA Columbia-3100, LLC	3100 Columbia Pike	Arlington	VA	(703)271-1004
342341	DVA Lee-3520, LLC	3520 Lee Hwy	Arlington	VA	(703)294-4024
341252	DVA Truro Parish-42876, LLC	42876 Truro Parish Dr	Ashburn	VA	(703)723-0350
359114	Vigario Investment Fifteen, LLC	44135 Ashbrook Marketplace Plaza	Ashburn	VA	(571)291-9465
348237	Winchester Donuts, L.L.C.	8153 John Mosby Hwy	Boyce	VA	(540)837-9080
362764	GUM SPRING DONUTS LLC	42204 Mcgraw Ridge Drive	Chantilly	VA	(202)823-3414
306659	HDS Inc. Virginia Donuts XXXXV, LLC	1435 Battlefield Blvd N	Chesapeake	VA	(757)436-2285

PC #	Franchisee	Address	City	ST	Phone
343718	HDSD, Inc. Virginia Donuts XXXXVI, LLC	1100 Cedar Rd	Chesapeake	VA	(757)548-2440
301767	Dumfries Donuts, Inc.	18021 Main St	Dumfries	VA	(703)441-1837
353496	Vigario Investment Eight, LLC	12701 Shoppes Ln	Fairfax	VA	(703)818-7480
335956	DVA Columbia-5701, LLC	5701 Columbia Pike	Falls Church	VA	(571)481-4239
349159	Sodexo Operations, LLC	7500 Heller Loop	Fort Belvoir	VA	
362639	RIYA ENTERPRISES LLC	2203 Plank Rd	Fredericksburg	VA	(540)899-2007
354082	RIYA2 ENTERPRISES LLC	5101 Jefferson Davis Hwy	Fredericksburg	VA	(540)693-1305
359071	RIYA BJS LLC	1800 Carl D Silver Parkway	Fredericksburg	VA	(540)207-8082
362639	RIYA ENTERPRISES LLC	2203 Plank Rd	Fredericksburg	VA	(540)899-2007
340310	JLA - Donuts, LLC	5113 Oaklawn Blvd	Hopewell	VA	(804)352-7968
355814	AASHNI ENTERPRISES LLC	5231 James Madison Parkway	King George	VA	(540)413-1404
341545	NOVA CBC, LLC	2201 Old Bridge Rd	Lake Ridge	VA	(703)490-5035
307670	Leesburg LGS LLC	521j E. Market St	Leesburg	VA	(703)777-2694
357066	Luray LGS LLC	1046 Us Highway 211 W	Luray	VA	(540)860-5648
353725	Sodexo Operations, LLC	1 Champion Circle	Lynchburg	VA	(434)592-4745
344087	VIGARIO INVESTMENT NINETEEN, LLC	8525 Rolling Rd	Manassas	VA	
352073	Vigario Investment Seven, LLC	7421 Sudley Rd	Manassas	VA	(703)331-3002
354632	Vigario Investment Nine, LLC	7797 Centreville Rd	Manassas	VA	(703)331-0160
344087	VIGARIO INVESTMENT NINETEEN, LLC	8525 Rolling Rd	Manassas	VA	-
358631	Vigario Investment Twelve, LLC	13414 Dumfries Road	Manassas	VA	(571)399-7933
343544	DVA Watson - 8119, LLC	8119 Watson St	McLean	VA	(703)829-1610
340884	JLA - Donuts, LLC	13847 Hull Street Rd	Midlothian	VA	(804)818-2429
363684	Springfield (VA) Donuts, Inc.	6310 Backlick Road	Springfield	VA	(703)569-9764
303740	Shrikrishna Corporation	305 Garrisonville Rd	Stafford	VA	(540)659-4223
340875	Staunton Richmond LLC	1028 Richmond Ave	Staunton	VA	(540)885-5147
343316	Winchester Donuts, L.L.C.	760 Warrior Dr	Stephens City	VA	(540)868-9693
335797	DVA Community-47010, LLC	47010 Community Plz	Sterling	VA	(703)433-9000
306326	HDSD, Inc. Virginia Donuts XXXXVII, LLC	3900 Holland Rd	Virginia Beach	VA	(757)463-1748
337642	Winchester Donuts, L.L.C.	1462 N Frederick Pike	Winchester	VA	(540)722-3800
304706	Woodbridge Donuts, Inc.	13607 Jefferson-Davis Richmond Hwy	Woodbridge	VA	(703)491-8089
341409	Jerome And Brenda And Associates, Inc.	13585 Minnieville Rd	Woodbridge	VA	(703)590-3544
330215	Winchester Donuts, L.L.C.	345 W Reservoir Rd	Woodstock	VA	(540)459-5800
363602	Tmart Operations I, LLC	1241 Kalahari Drive	Baraboo	WI	(608)254-1111
364112	Tmart Operations I, LLC	828 Park Ave.	Beaver Dam	WI	(920)392-4258
363732	Tmart Operations I, LLC	110 Limestone Pass	Cottage Grove	WI	(608)860-1788
363487	Milwaukee Coffee Hospitality Cudahy LLC	6250 South Packard Avenue	Cudahy	WI	(224)471-4816
352792	Tmart Operations I, LLC	2836 N North Clairemont Ave	Eau Claire	WI	(715)598-1500
351364	MILWAUKEE COFFEE HOSPITALITY HALES CORNER LLC	5480 S 108th St	Hales Corners	WI	(414)525-0115

PC #	Franchisee	Address	City	ST	Phone
342377	Rhyan Management Co.	1905 Center Ave	Janesville	WI	(608)758-9937
350367	MILWAUKEE COFFEE HOSPITALITY KENOSHA LLC	4028 75th St.	Kenosha	WI	
359562	DAIRYLAND OPERATIONS, LLC	3506 Calumet Ave	Manitowoc	WI	(920)717-8065
352357	Tmart Operations I, LLC	915 North Central Avenue	Marshfield	WI	(1608) 981-2009
358461	Milwaukee Coffee Hospitality Menomonee Falls #2 LLC	N82 W15272 Appleton Ave	Menomonee Falls	WI	(1847262)-668-6842875-9171
349089	LAXMLMA, LLC	612 West Wisconsin Avenue	Milwaukee	WI	
359927	MILWAUKEE COFFEE HOSPITALITY MUSKEGO INC.	W190 S7797 Racine Ave	Muskego	WI	(262)263-9773
359721	Tmart Operations I, LLC	1650 Oshkosh Ave	Oshkosh	WI	(920)365-2202
364182	DAIRYLAND OPERATIONS, LLC	1590 W South Park Avenue	Oshkosh	WI	(920)718-0718
363820	Quick Serve, Inc.	24602 75th Street	Paddock Lake	WI	(262)586-5122
350611	Tmart Operations I, LLC	245 East Business Highway 151	Platteville	WI	(608)-692-4505
341519	Manvee, Inc.	6026 Washington Ave	Racine	WI	(262)884-0404
362678	Tmart Operations I, LLC	617 Division St	Stevens Point	WI	(715)225-6271
359935	MILWAUKEE COFFEE HOSPITALITY SUSSEX LLC	249 Wisconsin 164	Sussex	WI	(262)232-4523
362692	Milwaukee Coffee Hospitality Wales LLC	511 North Wales Road	Wales	WI	(262)623-9895
359438	Tmart Operations I, LLC	110 W Bridge St	Wausau	WI	(715)660-0015
359468	DAIRYLAND OPERATIONS, LLC	1610 W Washington St	West Bend	WI	(262)622-8148
349710	Tmart Operations I, LLC	2415 Wisconsin Dells Parkway	Wisconsin Dells	WI	(608)-692-4505
354117	GIGA RETAILS INCORPORATED	42 Vantage View Dr	Falling Waters	WV	(304)274-6187
358056	GEMA RETAILS INCORPORATED	980 Foxcroft Ave	Martinsburg	WV	(304)229-2115
342994	Goldwater Ranson, LLC	33 W. Virginia Way	Ranson	WV	(304)724-7030
357148	HARTMAN HOLDINGS, INC.	6305 Missile Dr	Fe Warren Afb	WY	(307)637-2818

EXHIBIT JH

TO THE BASKIN-ROBBINS FDD

FORMER BASKIN-ROBBINS AND COMBO RESTAURANT FRANCHISEES

FORMER BASKIN-ROBBINS RESTAURANT FRANCHISEES

AS OF ~~JANUARY 1~~ DECEMBER 31, 2023

PC	Address	City	State	Franchisee	Phone or Email
350531336353	100 Fish Lake2908 Congo Rd,S/O Fina Big Red	AtkinsBenton	AR	Aziz PabaniSummerwood Partners, LLC	azizpabani@gmail.com(501) 847-7964
338275337879	3701 S Division St2400 Springhill Rd	BlythevilleBryant	AR	Mohammed AkhunjiiSummerwood Partners, LLC	adanexxon@gmail.com
345162332226	3701 Camden Rd1075 Hwy 65 N	Pine BluffGreenbrier	AR	Rahul KumarTandy H. Moss & Kay M. Moss	therahul05@hotmail.com
335530336810	100 N Roek1605 Riverpark Plaza	SheridanMalvern	AR	Rahul KumarSummerwood Partners, LLC	therahul05@hotmail.com
361304354195	2540 El Camino Real2840 Highway 95	CarlsbadBullhead City	CAAZ	Andrea OverendCNE LLC	adoverend@gmail.com(702) 420-9486
336806332072	1741 East Bayshore Road2110 White Ln	East Palo AltoBakersfield	CA	Ehab YoussefSaaniya Kwatra and Jaitavya Sekhri	ehab.youssef@arm.com(559) 473-6972
336976332073	4311 Town Center Blvd2673 Fashion Pl	El Dorado HillsBakersfield	CA	Kurt BrattonSaaniya Kwatra and Jaitavya Sekhri	kabrat99@aol.com(559) 473-6972
333528351053	Langford Lake Rd6895 Katella Ave	Fort IrwinCypress	CA	AAFES Fort IrwinSikander Faheem & Tabassam Faheem	servies@aafes.com
338808361292	6965 Camino Arroyo325 S Diamond Bar Blvd	GilroyDiamond Bar	CA	Kyungwon ChungKhawaja I. Hussain	bchung@verizon.net(714) 392-6395
350912332453	631 Indian Hill Blvd3183 W Shaw Ave	PomonaFresno	CA	Joong KimGillcoz	jelovesje@yahoo.com(559) 286-8220
361386361073	32341 Camino Capistrano1731 W Bullard Ave	San Juan CapistranoFresno	CA	Octavio PinaSGS Sisters Incorporated	octaviopina1962@gmail.com(559) 917-5324
347615361392	3770 W Mefadden1100 S Central Ave	Santa AnaGlendale	CA	Jane Nguyen PhanAnnSue Entertainment, Inc.	ealiuncle@hotmail.com(213) 220-8778
361070347180	130 Calistoga Rd2800 N Main Place	Santa RosaAna	CA	Christine SniderJennifer Fung	demtsnider@aol.com(808) 227-4935
333446361328	Skymaster Dr6040 Reseda Blvd	Travis Air Force BaseTarzana	CA	AAFES Travis AFBBehrouz E. Damavandi	morgant@aafes.com
338137363534	5352220 E Main St Brandon Blvd.	TustinValrico	CAL	Farshid BahariFURNAS DESSERTS LLC	fazbahari@aol.com(518) 361-1611
345738	694 Schofield Barracks	Honolulu	HI	AAFESHawaii Schofield	
361847	4740 W. State St	Boise	ID	Martin Boldt	michellboldt@ewi.edu
362014350772	1770 E Fairview Ave1394 W Chinden Blvd	Meridian	ID	Cassandra Campbell8 Krazee Scoops, Inc.	eampeass02@gmail.com(360) 903-9582
341424361701	7628 Stateline Rd1280 Us Highway 31 N	Prairie VillageGreenwood	KSI N	John KlinkeBlu Moo Ice Cream Inc.	tlhavrkp@swbell.net(317) 903-9381

PC	Address	City	State	Franchisee	Phone or Email
35160734 8647	3245 Mount Mariah Ave 2201 E 62nd St	Owensboro Indiana Napoli	KY IN	Mukesh Naik Blu Moo Ice Cream Inc.	MNAIK613@GMAIL.COM (317) 903-9381
34891934 8398	17100 Airline Hwy 2126 N Webb Rd	Prairieville Wichita	LA KS	Geetaben Patel WICHITA ICE CREAM, LLC	snp5240@gmail.com
36026935 7059	7909 Tuckerman Ln Ctr 8918 W 21st St N	Potomac Wichita	MD KS	Shabaz Aulakh WICHITA ICE CREAM, LLC	shabaz.aulakh@yahoo.com
36041434 6515	18679 E Ten Mile Rd 545 Campbellsville Bypass	Roseville Campbellsville	MI KY	Edward Fleming Syspence, Inc.	edwardj_fleming@hotmail.com (270) 403-4140
36164034 8734	8280 N Merriman Rd 2900 Highway 90	Westland Avondale	MI AZ	Krstana Savich AVONDALE INVESTMENTS, L.L.C.	br361640@gmail.com (504) 366-2413
33608635 9302	1406 Forum Blvd 503 E Walnut St	Columbia Raymore	MO	James Offutt Nouman, LLC	(913) 261-9226
35134534 8387	1078 N Ballas 645 Holly Bush Rd	Des Peres Brandon	MO MS	Charles Hampton AKSHARNA TH, LLC	charles@charleshamptonconstruction.com (601) 572-5702
333581	143 Replacement Ave	Fort Leonard Wood	MO	AAFES Fort Leonard Wood	sledge@aafes.com
34450135 3762	2105 S Harper Rd 1911 Highway 471	Corinth Brandon	MS	Rashmin Patel J & R INTERNATIONAL XIII, LLC	unittyagency@gmail.com (601) 540-2624
36086234 9438	957 Ellis Ave 587 Beasley Rd	Jackson	MS	Pratik Naran Jannat Food Mart LLC	B31R1610@AOL.COM (601) 321-9030
34645835 0585	2710 Highway 72 123 W Northside Dr	Lamar Jackson	MS	Slayden Travel Center Ine Kaur, Dhanvir	662-2521951 (860) 335-0306
34542635 2239	5208 Highway 305 5701 Medgar Evers Blvd	Olive Branch Jackson	MS	Nrupesh Patel Singh, Harpal	npatel@nabhij.com
33656835 8111	414 Riverwind Dr 721 Rice Rd	Pearl Ridgeland	MS	Hiteshkumar Patel Ish & Jas, LLC	hitesh1817@yahoo.com (601) 622-8458
33221033 0685	3004 Highway 30 W 18120 Wedge Pkwy	Kearney Reno	NE NV	Scott Johnson SUGARCOATED VENTURES 2, L.L.C.	scott@jstonegroup.com (773) 342-5121
30718636 1792	290 E Main St 11112 Flatlands Ave	Port Jervis Brooklyn	NY	Mittal Patel Flatlands Ice Cream, Inc.	dunkindonutspj@gmail.com
36229235 9314	1313 S Reynolds Rd 5889 Forbes Ave	Toledo Pittsburgh	OH PA	Stephanie Smith HRG BKR Squirrel Hill, LLC	419-2714602
354910	9717 E 81st St	Tulsa	OK	Masood Kasim	mkasim@whentp.com
35608635 6706	3944 S Garnett 145 McMurray Rd	Tulsa Upper Saint Clair	OK PA	Masood Kasim HRG BKR USC LLC	mkasim@whentp.com
361972	4711 Forest Dr	Columbia	SC	Christopher Walker	803-7824201
34559435 0137	2553 Murfreesboro Pike 2221 Hillsboro Blvd	Antioch Manchester	TN	Jagruti Hajariwala RAM-1 LLC	jhajariwala@gmail.com
33842834 0708	6115 Airline 200 Mt Pelia Rd.	Arlington Martin	TN	Amina Alwani Cooper, Eric	aaa0117@icloud.com
33888434 0707	8603 Hwy 227 760 Highway 45 East	Dresden Medina	TN	Cox Oil Company Ine. Cooper, Eric	731-8856258
340144	187 South Main St.	Dyer	TN	Cox Oil Company Ine.	731-8856258
360515	214 E Main St	Franklin	TN	Brandon Anglin	brandonanglin04@gmail.com

PC	Address	City	State	Franchisee	Phone or Email
340143	202 North Cedar St.	Gleason	TN	Cox Oil Company Inc.	731-8856258
338885	1907 N Meridan St	Greenfield	TN	Cox Oil Company Inc.	731-8856258
34131233 9692	299 Highway 45 North998 Broadway Ave	HumboldtNew Johnsonville	TN	Cox Oil Company Inc. Cooper, Eric	731-8856258 (201) 310-3209
339687	21020 E Main St	Huntingdon	TN	Cox Oil Company Inc.	731-8856258
338139	907 Vann Dr	Jackson	TN	Alpesh Govin	govinsk@yahoo.com
353374	310 N Poplar St	Kenton	TN	Brian Dawkins	bjdawkins@msn.com
340823	1400 East Church St	Lexington	TN	Cox Oil Company Inc.	731-8856258
339691	9330 Us Highway 70 East	Me Ewen	TN	Cox Oil Company Inc.	731-8856258
35337636 1670	102 Tennessee Ave W12407 N Mo Pac Expy	MiddletonAustin	TN TX	William YoppSchiffgens, Mark E.	joshiyopp@yahoo.com
346459	1220 Highway 57	Piperton	TN	Darrell Davis	Darrell_Davis@macsstores.com
35133735 0613	1205 N Main3811 Center St	ShelbyvilleDeer Park	TN TX	Hasmukh BhaktaHOUTXBDP, LLC	roshanbhakta2004@yahoo.com (281) 793-0147
340162	100 Highway 78 South	Tiptonville	TN	Cox Oil Company Inc.	731-8856258
33969033 3478	111 W Armory2490 7th St	TrentonFort Sam Houston	TN TX	Cox Oil Company Inc. AAFES Fort Sam Houston	731-8856258
34320935 8217	722 North Us Highway 51 South6052 Fir Ave	TroyHill Air Force Base	TN TX	Cox Oil Company Inc.	731-8856258
339383	12312 Barker Cypress Rd	Cypress	TX	Maria Guzman	adrian_guzman@hotmail.com
34510736 1092	990 Highway 28729 E 1230 N	MansfieldProvo	TX UT	Sonal PatelLLC TREATS, LLC	sona1204@hotmail.com (435) 881-7193
33217036 1840	16729 Se 272nd St2001 Rainier Ave S	CovingtonSeattle	WA	Urnjoo LeeFIONA TRAN INVESTMENT LLC	ahns70@gmail.com (206) 676-2343
36075936 0761	2803 W Clearwater Ave8700 Ne Vancouver Mall Dr	KennewickVanc ouver	WA	Rand AkinsGiles, Jill	randakins@frontier.com (360) 431-4727
360711	926 N 185th	Seattle	WA	Bich-thao Nguyen	shorelinebr31@yahoo.com

FORMER COMBO RESTAURANT FRANCHISEES

AS OF ~~JANUARY 1~~DECEMBER 31, 2023

PC	Address	City	State	Franchisee	Phone or Email
336977 353 391	4676 E. Grant Rd 2801 S College Ave	Tucson Fort Collins	AZ CO	R. Walter Thibodeau CCC NoCO, LLC	wtramine@msn.com (970) 223-5701
337492 350 504	904 E. University 3140 Howland Blvd	Tucson Deltona	AZ FL	R. Walter Thibodeau DELTONA DONUTS, LLC	wtramine@msn.com (386) 218-3812
336983 302 529	2900 S Kirkman Rd 33240 Us Highway 19 N	Orlando Palm Harbor	FL	FL GLAZE, LLC 19 Donuts, Inc.	seollins@exetereap.com (727) 400-6884
361540 307 688	492 Fox Valley Ctr B.T.Q 18670 S Marietta Pkwy	Aurora Marietta	IL GA	Babubhai Amin South Marietta Donuts Holdings, LLC	bobamin31@aol.com (770) 423-5947
306021 351 459	6254 N Western Ave 200 E Randolph St	Chicago	IL	Barkat Gillani ZA INC.	barkatgillani@gmail.com (312) 233-3333
308336 344 089	1165 N Barrington Rd 703 Lisbon Center Dr	Hoffman Estates Woodbine	IL MD	Akhtar Ramzanali Shivam Donuts, Inc.	akhtar.ramzanali@rasolutionsinc.com
342193 337 361	12371 Derby Ln 1831 South Blvd	Lemont Charlotte	IL NC	Bharti Patel SOUTH BLVD WORTHINGTON CLT, LLC	patelpd@comcast.net (704) 377-4026
342310 352 994	1580 West Ogden 19116 W Catawba Ave	Naperville Cornelius	IL NC	Dharmisth Patel NCDonut1, LLC	dharmisthpatel@gmail.com (704) 896-7644
340505 339 085	3252 Vollmer Rd 2727 Capital Blvd	Olympia Fields Raleigh	IL NC	Chandra S. Shah Revocable Trust NCZVC CAPITAL BLVD LLC	amikru4@sbeglobal.net (919) 875-9092
357025 339 970	6920 Mannheim Rd 2 Ryan Road	Rosemont Marlboro	IL NJ	Nitin Patel Himarlboro Inc.	Nitinep5@gmail.com (732) 780-9229
342606	993 Beards Hill Rd	Aberdeen	MD	Hasmukh Vasani	Hasmukh_vasani@yahoo.com
304418 343 980	5601 Ritchie Hwy 80 Godwin Ave	Brooklyn Midland Park	MD NJ	Amrut Patel ABDD V LLC	ajandsavita2@yahoo.com (201) 401-9540
351811	998 Joppa Farm Rd	Joppa	MD	Ghanshyam Patel	raj0986@yahoo.com
341165	5003 Honeygo Center Dr	Perry Hall	MD	Gregory Lubin	gregory.lubin@ubs.com
346578 340 007	307 Main St 4914-22 Kennedy Blvd	Butler West New York	NJ	BMD MGMT NORTH LLC 4914 Donut Corp	sksmgmt@gmail.com (201) 865-6505
335532 307 108	737 4th Avenue 321 Broadway	Brooklyn New York	NY	CBDA Funding, BAL YOGI LLC	603-6696194 (212) 577-7550
338222 338 712	6402 7th 601 2nd Ave	Brooklyn New York	NY	Dennis Colaitis Copley Coffee 1, LLC	proshell6@aol.com (212) 683-3793

337447339747	925 Montauk Hwy2698th Ave	CopiagueNew York	NY	Anthony PellizziKrishna Kumari, LLC	anthonypellizzi@gmail.com(646) 396-8390
352286	20-12 Mott Ave	Far Rockaway	NY	James Cain	jimcain@cainmgmt.com
342190349077	360316 W 31st34th St	New York	NY	Sherif EmeraWESTSIDE DONUT 34TH STREET VENTURES LLC	Modasil@dunkstuff.com(516) 729-9700
304160337499	976 Hempstead Tpke1854 Hylan Blvd	UniondaleStaten Island	NY	Arvindkumar PatelHylan Naughton Inc.	patelarvindkumar@gmail.com(718) 980-1257
332941338972	9834 Bustleton Ave230 S Easton Rd	PhiladelphiaGlen side	PA	Deepak ShahShanker Corp.	(215) 887-3580
356744349238	11435 Quaker AveHouston Hobby Airport	LubbockHouston	TX	Brandt StravloNational Pizza Restaurants, Inc.	bstravlo@etd-company(713) 640-8601
343403354645	2229 Plank Rd403 San Pedro Avenue	FredericksburgSan Antonio	VATX	Ankit PatelALAMO DONUTS LLC	ankspatel@yahoo.com(210) 988-3333

EXHIBIT KI
TO THE BASKIN-ROBBINS FDD
FORM OF GENERAL RELEASE

GENERAL FORM OF RELEASE AGREEMENT
(Subject to Change by Baskin-Robbins Franchising LLC)

This **RELEASE AGREEMENT** (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between Baskin-Robbins Franchising LLC (“**Franchisor**”), _____ (“**Franchisee**”).

BACKGROUND

A. Franchisor and Franchisee entered into that certain Baskin-Robbins® Franchise Agreement dated _____, (“**Franchise Agreement**”) for the development and operation of that certain Baskin-Robbins® restaurant located at _____ (“**Franchised Restaurant**”).

B. [Note: Describe the circumstances relating to the release.]

C. For the reasons described herein, Franchisee now desires to release any and all claims that may exist relating to the Franchise Agreement and Franchisee’s relationship with Franchisor.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. [Note: Describe any term(s) agreed to by the parties]

2. **Franchisee Release.**

a. Franchisee, on behalf of itself and their predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, trustees, beneficiaries, successors, and assigns (collectively, the “**Franchisee Parties**”), do hereby absolutely and irrevocably release and discharge Franchisor, its predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, successors, and assigns (collectively, the “**Franchisor Parties**”), of and from any and all claims, obligations, debts, proceedings, demands, actions, causes of action, liabilities, costs, expenses, losses and damages, whether known or unknown, vested or contingent, which any of the Franchisee Parties now has, ever had, or, but for this release, hereafter would or could have against any of the Franchisor Parties as of the Effective Date directly or indirectly relating to or arising out of the Franchise Agreement, the Franchised Restaurant, or the relationship between Franchisor or its affiliate, on the one hand, and any of the Franchisee Parties, on the other hand (collectively, the “**Released Claims**”).

b. Franchisee, on behalf of itself and the other Franchisee Parties, represent and warrant to Franchisor that none of them has assigned or otherwise sold, conveyed, transferred, pledged, or granted a security interest in or lien upon any of the Released Claims. Franchisee, on

behalf of itself and the other Franchisee Parties, covenant not to sue any of the Franchisor Parties (or any of their respective successors and assigns) on or related to any of the Released Claims.

c. Franchisee, on behalf of itself and the other Franchisee Parties, hereby waive and relinquish every right or benefit which any of them has under any federal or state law, rule or regulation limiting the effectiveness of releases, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the Franchisee Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is the Franchisee Parties' intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

3. General Provisions.

a. Construction. The Background is incorporated herein by reference and made a part of this Agreement. If Franchisee is comprised of more than one individual or entity, then all representations, warranties, liabilities and obligations of the relevant party shall be joint and several among the relevant parties. The captions of the sections and paragraphs of this Agreement are intended only as aids in locating provisions hereof, are not a part of the context hereof and shall be ignored in construing this Agreement. Capitalized terms used but not defined herein shall have the meaning given to them under the Franchise Agreement. Wherever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neutral form, and the singular forms of nouns and pronouns shall include the plural, and vice versa. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. References to any contracts, instruments or agreements shall include any and all amendments, restatements, extensions, supplements or other modifications to those contracts, instruments or agreements from time to time. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of their participation in the drafting of this Agreement. This Agreement may be executed in more than one counterpart, and by electronic signature, each of which constitutes an original.

b. Binding Effect. This Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

c. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws rules. All legal proceedings relating to this Agreement must be brought or otherwise commenced only in the state or federal courts of Georgia.

d. Entire Agreement; Amendments. This Agreement, and the documents referred to herein, represent the entire agreement among the parties hereto respecting the subject matter hereof. No statements, promises or representations have been made by any party hereto to any other, or

relied upon by any party hereto, and no consideration has been offered, promised, or expected, except as expressly provided in this Agreement and the documents referred to herein. No waiver of or failure to enforce any provision in this Agreement shall be binding upon any party hereto unless made in writing and signed by that party. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought.

e. Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. No Related Party Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor or any of its affiliated entities shall have any liability for any obligations or liabilities under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

~~THIS GENERAL RELEASE is made this _____ day of _____, 20__.~~

~~WITNESSETH:~~

~~_____, a resident(s) in the State of _____, and _____, a _____ corporation/limited liability company having its principal place of business at _____ (each of the foregoing being collectively referred to herein as the "UNDERSIGNED") for and in consideration of the sum of One Dollar (\$1.00) paid to them by BASKIN ROBBINS FRANCHISING LLC and/or DUNKIN' DONUTS FRANCHISING LLC and other good and valuable consideration, the receipt of which is hereby acknowledged, the UNDERSIGNED, individually and for itself, its parent, subsidiaries, affiliates, agents, servants, employees, shareholders, members, officers, directors, partners, heirs, successors and assigns, do each hereby forever release, remise and discharge BASKIN ROBBINS FRANCHISING LLC, and/or DUNKIN' DONUTS FRANCHISING LLC, their predecessors, successors and assigns, parents, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, of any and all of such entities (all collectively referred to herein as "FRANCHISOR"), of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them, which the UNDERSIGNED or any one of them or their predecessors in interest, if any, ever had, now have, or which they, their heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents.~~

~~Without limiting the generality of the foregoing, but by way of example only, the foregoing release shall apply to any and all state or federal antitrust claims or causes of action; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims or causes of action; claims or causes of action based on misrepresentation or fraud; breach of fiduciary duty; unfair trade practices (state or federal); and all other claims and causes of action whatsoever.~~

~~The UNDERSIGNED (and each of them) further agree for themselves and for their successors and assigns, to indemnify and hold harmless forever, FRANCHISOR their predecessors, successors and assigns, parent, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, against any and all claims or actions which hereafter may be brought or instituted~~

~~against any or all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the UNDERSIGNED, or any of them, and arising out of or incidental to the matters to which this release applies.~~

~~The UNDERSIGNED and FRANCHISOR agree that this release is not intended nor shall it be construed as an admission of any wrongdoing or liability and that it shall not be admissible in evidence in any suit or proceeding whatsoever as evidence or admission of any liability.~~

~~Any individual who signs this release in a representative capacity for the UNDERSIGNED corporation/limited liability company hereby represents and warrants that he or she is duly authorized by action of the Board of Directors of the UNDERSIGNED corporation to execute this release on its behalf.~~

~~With respect to the matters hereinabove released, the UNDERSIGNED knowingly waive all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:~~

~~1542 General Release; Extent.—A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”~~

[\[Signature Page Follows\]](#)

IN WITNESS WHEREOF, the ~~UNDERSIGNED~~ executed this General Release on the day and year first above written parties hereto have executed and delivered this Agreement effective as of the Effective Date.

FRANCHISOR:

Baskin-Robbins Franchising LLC

WITNESS:

_____	_____
witness	_____, Individually
Print Name: _____	
_____	_____
witness	_____, Individually
Print Name: _____	

ATTEST/WITNESS:

_____	By: _____
_____ Secretary	_____,
	President/Managing Member

By: _____
Its: _____

FRANCHISEE:

By: _____
Its: _____

EXHIBIT ~~L~~J

TO THE BASKIN-ROBBINS FDD

~~INTRANET TERMS OF USE~~

~~EXHIBIT M~~

~~TO THE BASKIN-ROBBINS FDD~~

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

Introduction

Dunkin’ Brands, Inc., Dunkin’ Donuts Franchising LLC, and Baskin-Robbins Franchising LLC (collectively “Dunkin’ Brands”) have formulated marketing/payment programs for facilitating mobile and online payments by customers at or from restaurants approved to participate in such programs and a marketing program for the use by consumers of so-called pre-paid or stored value cards (“Stored Value Cards”) for purchases at or from restaurants approved to participate in that program (these are collectively referred to as the “Program”). The Program as currently constituted reflects, among other things, currently available technology and methods of operation developed at Dunkin’ Brands restaurants involved in the Program. The Program is anticipated to change over time and participating Dunkin’ Brands restaurants are expected to adhere to the changes to the Program as Dunkin’ Brands may from time to time require. The mobile and online payments aspects of the Program unrelated to pre-paid/stored value cards will be administered by Dunkin’ Brands, Inc. and with respect to those aspects of the Program this agreement is between you and Dunkin’ Brands, Inc. The pre-paid/stored value card aspects of the Program will be administered by SVC Service II Inc., a Dunkin’ Brands affiliate, and with respect to those aspects of the Program this agreement is between you and SVC Service II Inc. Dunkin’ Brands, Inc. has contracted with First Data Services, LLC to provide mobile and online payment processing and support services under the Program. SVC Service II Inc. has contracted with First Data Services, LLC to provide processing and support services under the Program with respect to the pre-paid/stored value card aspects of the Program. Dunkin’ Brands, Inc. and SVC Service II Inc. may from time to time contract with others in furtherance of the Program or to replace any or all of the services provided by First Data Services, LLC in connection with the Program. The words “we”, “us” and “our” mean Dunkin’ Brands, Inc. and SVC Service II Inc. individually and collectively. In this Agreement, the words “you” and “your” mean the franchisee (and, where the context relates to the use of Program services and Program obligations, others the franchisee selects to use the Program services, such as the franchisee’s employees, accountant, financial advisor, or any other person or agent logging on for the franchisee).

Web Enroll System: With the use of a password and a user-id, our Web Enroll System (“Web Enroll”) allows you to enroll in the Program electronically. To enroll in the Program, you must accept the Terms and Conditions set out below. This Web Enroll Electronic Payment Program Participation Agreement (the “Agreement”) establishes the Terms and Conditions of your participation in the Program. If you do not agree with the Terms and Conditions, do not log-on to Web Enroll. By clicking “I Accept” at the bottom of this Agreement, you accept to be bound by all the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

1) Adherence to the Program

You agree to comply with all the requirements of a Program user as the same may exist from time to time. These requirements include without limitation your obligation to support and participate in mobile and online ordering, purchases and payments, sell Stored Value Cards, redeem Stored Value Cards, follow required procedures for settlement of funds, assist in settling consumer disputes, and such other matters as are set forth below and as we may from time to time determine.

2) Access Rights

Upon our issuing you a password, and subject to your continued compliance with the Program, this Agreement and the Franchise Agreement, you are granted a limited, non-exclusive, non-transferable right to access and use the this Web Enroll site, the Program websites, Program card authorization, data retention and data transmission capabilities, and other Program associated technology. You agree that we or our licensors are the sole and exclusive owners of all worldwide right and title, including intellectual property rights, in and to this Web Enroll site, the Program websites, software or hardware facilitating mobile or online ordering, purchases and payments, Program card authorization, data retention and data transmission equipment, software and capabilities, and other Program associated technology. No rights beyond use in accordance with our requirements are granted to you. You will not, nor will you allow others to: (1) copy any associated technology, or reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from any Program associated technology or (2) write or develop any derivative or other software programs, based, in whole or in part, upon the Program associated technology or allow access to anyone other than permitted users.

3) Card Authorization, Processing and Data Retention and Transmission

a) You agree to install, use and maintain at your sole cost and expense the card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time. You will be required to rent or purchase the number of approved card readers or other technology we designate for your restaurant. Thereafter, you may be required to install, use and maintain at your sole cost and expense such additional, upgrade and replacement card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. b) You agree to install, use and maintain at your sole cost and expense the data retention and transmission equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time.. Thereafter, you shall rent or purchase such additional, upgrade and replacement data retention and transmission equipment, software and capabilities, or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. c) You agree that all credit card and debit card processing activities in the context of mobile and online payments, and further including specifically provisioning and processing of MIDs, authorization, data capture and processing, reconciliation, the TransArmor product and services and the Online PCI Validation Access services or their equivalent, are governed by the Merchant Agreement(s) or related agreement(s) between you and First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities which may be approved by us. d) You agree that, as the merchant of record in the context of mobile and online payments, you will adhere to all applicable requirements, obligations and responsibilities.

4) Technology Evaluation; Security; Use Restrictions

a) Our systems administrator will issue to each participating restaurant an application-level User ID and password. b) you agree that you are solely responsible for configuring, testing and implementing hardware, software, equipment and other technology or procedures to reliably and responsibly access or use the Program websites, mobile applications, Program card authorization, data retention and data transmission equipment, software and capabilities, software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, and other Program associated technology (the “Program Infrastructure”). By way of example and not by limitation, you are

responsible for maintaining and ensuring the technical and physical security of the Program Infrastructure that you provide or maintain, or which is within your care, custody or control. Notwithstanding the foregoing, you agree that, in the event that we specify certain requirements or standards relating to the Program Infrastructure, you shall at all times comply with all such requirements and standards.

You are responsible for administering user names and passwords and implementing user name, password and technical and physical security procedures to ensure that only permitted users are allowed to access or use the Program websites or other Program Infrastructure in the course of performing their duties as your employees. You are responsible for establishing levels of physical and technical security or access rights based on each of your employees' job responsibilities or position. You are responsible for adopting and implementing procedures to change user names, passwords or user codes when your employee's employment is terminated. You are responsible for educating your workforce about the appropriate uses of the Internet and the Program websites and other Program Infrastructure, including, but not limited to, your employees' "surfing" inappropriate websites and the necessity of maintaining technical and physical security of their user name and passwords. c) You agree not to reproduce, sell, or distribute all or any portion of the information provided or made available to you through the Program.

5) System Support

If you have trouble logging on, if you wish to report a problem with Web Enroll or if you have any reason to suspect that your User ID or password have been compromised, please contact us immediately at 1 (877) 800-2922. A representative will be available Monday through Friday from 7:00 AM to 7:00 PM, Eastern Standard Time. The Navigator monitors voicemails on weekends and holidays every 90 minutes from 7am-7pm Eastern Standard Time. A representative may not available in the event of unexpected office closures.

6) Settlement of Funds

a) You agree to follow all procedures we specify to facilitate the settlement of Program funds, including without limitation, the execution of an automated clearing house (ACH) agreement in connection with Web Enroll, the execution of applicable Merchant Agreement(s) or related agreement(s) with First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities approved by us, and such other documents as we may from time to time require. b) You agree that we may initiate debit entries, credit entries and other adjustments to a bank account designated by you to facilitate the settlement of Program funds and you further agree that should any automated clearing house request or other request to transfer funds from any of your accounts be rejected, we may effect such transfer by electronic funds transfer or such other means as we may determine without the need of further consent from you. c) You agree to follow all recommended reconciliation procedures. You are responsible for comparing the daily terminal reports made available under the Program to each of your location's own records, including your bank statements.

7) Transaction Authorizations

Pursuant to the Program agreements with First Data Services, LLC (or its successor), you are solely responsible for obtaining authorization in advance of each transaction. You assume all risk of erroneous or fraudulently obtained authorizations, unless such erroneous or fraudulently obtained authorization is the result of an error caused by First Data Services, LLC or its successor, the third party processors of credit card, debit card and stored value card transactions and data for the Program. You agree that we have the right to utilize, at our sole discretion, or require you to utilize one or more fraud detection or mitigation tools during or in relation to processing of transactions, authorizations, activations, reloads and

registrations. You agree that you shall accept and not contest the approval or declination of any such transaction or event, as may be determined by such fraud detection or mitigation tools and will be responsible for any chargebacks or other fees that result from any such transaction or event.

8) Payment Transaction Data

To enhance our ability to understand the make-up of the payment transaction types and other payment related issues (e.g., fraud and chargeback data) in the Dunkin' and Baskin-Robbins systems (collectively, the "System"), you hereby authorize First Data Services LLC, Bank of America N.A. and any other applicable payment processing entities which may be approved by us to provide services to you to give us access to information regarding your Restaurant's payment transactions, including all transaction level information and your merchant account (collectively, "Merchant Account Information"). We will keep all such Merchant Account Information confidential, but we may release information in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the System, and if required by law or any legal proceeding.

9) Fees and Costs

You shall promptly pay in the manner we from time to time specify all your Program fees and costs as the same may exist from time to time.

10) Exclusivity

During the term of this Agreement, other than your participation in the Program, you will not, either internally or through a third party, offer or participate in any other mobile or online ordering, purchasing or payment program or any other proprietary, closed network, online stored value card program at or through any Dunkin' or Baskin-Robbins restaurant. You may participate in "Hospitality Programs." Hospitality Programs are card programs that: (i) your restaurant is required to participate in by the host of such location (where the host is an entity within whose broader rules of operation the restaurant must operate, such as but not limited to, a school, university, hospital, or military PX); and (ii) do not involve the use of Dunkin' Brands, Inc.'s brands on the cards.

11) Limits on Our Responsibility

a) WE ARE NOT RESPONSIBLE FOR ANY LOSSES OF ANY KIND, DELAYS IN TRANSMISSION, OR CORRUPTION OR MISAPPROPRIATION OF DATA, WHETHER ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER PROVIDING CONNECTION TO THE INTERNET, CAUSED BY ANY BROWSER SOFTWARE OR ANY OTHER TELECOMMUNICATIONS PROVIDER, CAUSED BY ANY PROGRAM INFRASTRUCTURE PROVIDED, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF YOU OR ANY THIRD PARTY PAYMENT PROCESSING ENTITY, CAUSED BY ANY FRAUD DETECTION OR MITIGATION TOOL, OR ANY OTHER CAUSE. NOR ARE WE RESPONSIBLE FOR ANY RISK RELATED TO THE LOSS OR THEFT OF, ALTERATION OR DAMAGE TO, OR FRAUDULENT, IMPROPER OR UNAUTHORIZED USE OF YOUR DATA, PASSWORD OR USER ID. b) IN NO EVENT SHALL WE, DUNKIN' BRANDS, INC. OR SVC SERVICE II INC., OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. AND OUR AFFILIATES AND LICENSORS TO ALL PARTIES (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) UNDER THIS AGREEMENT OR BASED ON FRANCHISEE'S OR ITS PERMITTED USERS' USE OF THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY WILL IN NO EVENT EXCEED THE TOTAL FEES AND COSTS PAID BY YOU FOR THAT SPECIFIC PROGRAM WITHIN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY EXPRESSLY APPLIES TO ANY AND ALL PROGRAM WEBSITES, MOBILE APPLICATIONS, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY THAT IS PROVIDED BY, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. OR OUR AFFILIATES. c) THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY ARE PROVIDED "AS IS". SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY OF FRANCHISEE'S OR A THIRD PARTY'S INFORMATION, DATA, EQUIPMENT, HARDWARE AND/OR SOFTWARE, THAT MAY BE LOST, DAMAGED OR CORRUPTED, DURING FRANCHISEE'S USE OF THE INTRANET, WORLD WIDE WEB, LICENSED TECHNOLOGY, RECOMMENDED TECHNOLOGY, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY OR ANY HOSTED APPLICATION.

12) Termination

a) Termination for Breach. We may terminate this Agreement upon written notice to you if you: (i) breach Section 4c), which shall be non-curable; (ii) materially breach Section 6) of this Agreement and fail to cure such breach within seven (7) days following written notice, (iii) materially breach any other section of this Agreement and fail to cure such breach within thirty (30) days following written notice, (iv) default under the Franchise Agreement or any other agreement with Dunkin' Brands, Inc. or one of its affiliates and such default remains uncured after the expiration of any applicable cure period. b) Termination for Other Reasons. This Agreement shall terminate on notice from us in the event that Dunkin' Brands no longer approves the use of the Program for franchisees in your market. This Agreement shall terminate automatically with respect to the applicable restaurant on the termination or expiration of your Franchise Agreement (provided there was no extension or renewal thereof by us). c) Effect of Termination. Upon termination of this Agreement, you shall immediately (i) cease using the Program websites or other Program Infrastructure, and (ii) certify to us within ten (10) days after

termination that you have destroyed, or have returned to us all copies of all technology relating to the Program websites or other Program Infrastructure, whether or not modified or merged into other materials. All remedies available to us are cumulative.

13) Entire Agreement

This Agreement (and such Authorization Agreement(s) that you and your designee sign) contains the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation or inducement has been made by any party that is not embodied in this Agreement. Neither party is relying on anything other than the Terms and Conditions of this Agreement in deciding to enter into this Agreement. This Agreement cannot be amended except by written agreement signed by the party to be charged.

14) No Waiver

Any failure by us to exercise any power reserved to us hereunder, or to insist upon strict compliance by you with any term, covenant or condition in this Agreement, and any waiver by us of any breach of a term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition in this Agreement. Subsequent acceptance by us of the payments due to us hereunder, in whole or in part, shall not be deemed to be a waiver by us of any preceding breach by you of any term, covenant or condition of this Agreement. We may, in our sole discretion, waive or modify any obligation of other Program participants and no such waiver or modification shall obligate us to grant you a similar waiver or modification. Our acceptance of payments due under this Agreement from any other person or entity shall be deemed to be acceptance from such person or entity as your agent and not as recognition of such person or entity as your assignee or successor.

By clicking the “ACCEPT” button below, you agree to abide by the Terms and Conditions of this Agreement. If you do not agree, please click the “EXIT” button below.

EXHIBIT ~~N~~K

TO THE BASKIN-ROBBINS FDD

STATE EFFECTIVE DATES PAGE

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	March 24 ²⁵ , 2023 ²⁰²⁴ (Exempt)
Hawaii	April 2, 2023 ^{Pending}
Illinois	March 24 ²⁵ , 2023 ²⁰²⁴ (Exempt)
Indiana	March 24, 2023 (Exempt) ^{Pending}
Maryland	April 10, 2023 ^{Pending} (Exempt)
Michigan	March 24 ²⁵ , 2023 ²⁰²⁴
Minnesota	April 6, 2023 ^{Pending}
New York	March 24, 2023 ^{Pending} (Exempt)
Rhode Island ^{North Dakota}	March 29, 2023 ^{Pending} (Exempt)
Virginia ^{Rhode Island}	March 27, 2023 ^{Pending} (Exempt)
South Dakota	Pending
Washington ^{Virginia}	April 5, 2023 ^{Pending} (Exempt)
Washington	Pending (Exempt)
Wisconsin	March 24, 2023 ^{Pending}

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT OL
TO THE BASKIN-ROBBINS FDD
RECEIPTS

~~Receipt~~**RECEIPT**

This ~~Disclosure Document~~disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement, and other information in plain language. Read this ~~Disclosure Document~~disclosure document and all agreements carefully.

~~Except as noted below, if~~ If Baskin-Robbins Franchising LLC offers you a franchise, ~~we~~it must provide this ~~Disclosure Document~~disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration ~~to us~~in connection with the proposed franchise sale, or sooner if required by applicable state law.

~~If Baskin-Robbins Franchising LLC offers you a franchise in New York or Rhode Island, we must provide this Disclosure Document to you~~New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration that relates to us.~~the~~If Baskin-Robbins Franchising LLC offers you a franchise in Michigan, Oregon, Washington or Wisconsin, we must provide this Disclosure Document to you franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding agreement or the payment of any consideration ~~to us~~, whichever comes first.

If ~~we do~~Baskin-Robbins Franchising LLC does not deliver this ~~Disclosure Document~~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 ~~State Agency referred to in~~appropriate state agency identified on Exhibit A.

Issuance Date: March 25, 2024

The ~~name, principal business address and telephone number of each~~ franchise ~~seller~~sellers for this offering ~~the franchise-~~ are _____, Baskin-Robbins Franchising LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, ~~678-514-6928~~678-514-4100.

~~Issuance Date: March 24, 2023~~

I received a disclosure document dated March 25, 2024 that included the following Exhibits:

<u>A</u>	<u>List of State Agencies and Agents for Service of Process</u>	<u>D-4</u>	<u>Conditional Option(s) to Extend</u>
<u>B</u>	<u>Financial Statements and Guarantee</u>	<u>E</u>	<u>State-Specific Appendices and Agreement Riders</u>
<u>C-1</u>	<u>Baskin-Robbins Franchise Agreement</u>	<u>F</u>	<u>Option to Assume Lease</u>
<u>C-2</u>	<u>Combo Franchise Agreement</u>	<u>G</u>	<u>Current Baskin-Robbins and Combo Restaurant Franchisees</u>
<u>C-3</u>	<u>Incentive Addendum to the Baskin-Robbins Franchise Agreement</u>	<u>H</u>	<u>Former Baskin-Robbins and Combo Restaurant Franchisees</u>
<u>C-4</u>	<u>Multi-Brand Addendum to the Baskin-Robbins Franchise Agreement</u>	<u>I</u>	<u>Form of General Release</u>
<u>D-1</u>	<u>Baskin-Robbins Store Development Agreement</u>	<u>J</u>	<u>Electronic Payment Program Participation Agreement</u>
<u>D-2</u>	<u>Combo Store Development Agreement</u>	<u>K</u>	<u>State Effective Dates Page</u>
<u>D-3</u>	<u>Incentive Addendum to the Baskin-Robbins Store Development Agreement</u>	<u>L</u>	<u>Receipts</u>

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: () _____

Email: _____

COPY FOR FRANCHISEE

RECEIPT

~~I received a Franchise Disclosure Document issued March 24, 2023. This Disclosure Document included the following Exhibits: (A) List of State Agencies and Agents for Service of Process; (B) Financial Statements; (C 1) Baskin Robbins Franchise Agreement; (C 2) Combo Franchise Agreement; (D 1) Baskin Robbins Store Development Agreement; (D 2) Combo Store Development Agreement; (D 3) Conditional Option(s) to Extend; (E 1) Capital Contribution Development Incentive; (E 2) Relocation Capital Contribution Development Incentive; (E 3) Transfer Sales Increase Incentive; (E 4) Military Veterans Ownership Incentive; (E 5) Multi Unit Restaurant Ownership Incentive; (F) State Specific Appendices and Agreement Riders; (G) Option to Assume Lease; (H) Operating Manuals Table of Contents; (I) Current Baskin Robbins and Combo Restaurant Franchisees; (J) Former Baskin Robbins and Combo Restaurant Franchisees; (K) Form of General Release; (L) Intranet Terms of Use; (M) Electronic Payment Participation Agreement; (N) State Effective Dates Page; (O) Receipts.~~

~~Date: _____ Signed: _____~~

~~Print Name: _____~~

~~Address: _____~~

~~City: _____ State _____~~

~~Phone (____) _____ Zip _____~~

~~Date: _____ Signed: _____~~

~~Print Name: _____~~

~~Address: _____~~

~~City: _____ State _____~~

~~Phone (____) _____ Zip _____~~

Copy for Franchisee

Receipt

This ~~Disclosure Document~~[disclosure document](#) summarizes certain provisions of the Franchise Agreement, [Development Agreement](#), and other information in plain language. Read this ~~Disclosure Document~~[disclosure document](#) and all agreements carefully.

~~Except as noted below, if~~[If](#) Baskin-Robbins Franchising LLC offers you a franchise, ~~we~~[it](#) must provide this ~~Disclosure Document~~[disclosure document](#) to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration ~~to us~~[in connection with the proposed franchise sale, or sooner if required by applicable state law](#).

~~If Baskin-Robbins Franchising LLC offers you a franchise in New York or Rhode Island, we must provide this Disclosure Document to you~~[New York requires that we give you this disclosure document](#) at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or payment of any consideration ~~that relates to us~~[the](#)~~If Baskin-Robbins Franchising LLC offers you a franchise in Michigan, Oregon, Washington or Wisconsin, we must provide this Disclosure Document to you~~[franchise relationship. Michigan requires that we give you this disclosure document](#) at least 10 business days before the execution of any binding agreement or ~~the~~[payment of any consideration to us](#), whichever comes first.

If ~~we do~~[Baskin-Robbins Franchising LLC does](#) not deliver this ~~Disclosure Document~~[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 ~~State Agency referred to in~~[appropriate state agency identified on Exhibit A](#).

[Issuance Date: March 25, 2024](#)

The ~~name, principal business address and telephone number of each~~ franchise ~~sellers~~[sellers for this offering the franchise:-](#) _____ are _____, [Baskin-Robbins Franchising LLC](#), Three Glenlake Pkwy NE, Atlanta, Georgia 30328, ~~678-514-6928~~[678-514-4100](#).

[I received a disclosure document dated March 25, 2024 that included the following Exhibits:](#)

A	List of State Agencies and Agents for Service of Process	D-4	Conditional Option(s) to Extend
B	Financial Statements and Guarantee	E	State-Specific Appendices and Agreement Riders
C-1	Baskin-Robbins Franchise Agreement	F	Option to Assume Lease
C-2	Combo Franchise Agreement	G	Current Baskin-Robbins and Combo Restaurant Franchisees
C-3	Incentive Addendum to the Baskin-Robbins Franchise Agreement	H	Former Baskin-Robbins and Combo Restaurant Franchisees
C-4	Multi-Brand Addendum to the Baskin-Robbins Franchise Agreement	I	Form of General Release
D-1	Baskin-Robbins Store Development Agreement	J	Electronic Payment Program Participation Agreement
D-2	Combo Store Development Agreement	K	State Effective Dates Page
D-3	Incentive Addendum to the Baskin-Robbins Store Development Agreement	L	Receipts

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR FRANCHISOR

~~Issuance Date: March 24, 2023~~

~~I received a Franchise Disclosure Document issued March 24, 2023. This Disclosure Document included the following Exhibits: (A) List of State Agencies and Agents for Service of Process; (B) Financial Statements; (C 1) Baskin Robbins Franchise Agreement; (C 2) Combo Franchise Agreement; (D 1) Baskin Robbins Store Development Agreement; (D 2) Combo Store Development Agreement; (D 3) Conditional Option(s) to Extend; (E 1) Capital Contribution Development Incentive; (E 2) Relocation Capital Contribution Development Incentive; (E 3) Transfer Sales Increase Incentive; (E 4) Military Veterans Ownership Incentive; (E 5) Multi Unit Restaurant Ownership Incentive; (F) State Specific Appendices and Agreement Riders; (G) Option to Assume Lease; (H) Operating Manuals Table of Contents; (I) Current Baskin Robbins and Combo Restaurant Franchisees; (J) Former Baskin Robbins and Combo Restaurant Franchisees; (K) Form of General Release; (L) Intranet Terms of Use; (M) Electronic Payment Participation Agreement; (N) State Effective Dates Page; (O) Receipts.~~

~~Date:~~ _____

~~Signed:~~ _____

~~Print Name:~~ _____

~~Address:~~ _____

~~City:~~ _____ ~~State~~ _____

~~Phone (____)~~ _____ ~~Zip~~ _____

~~Date:~~ _____

~~Signed:~~ _____

~~Print Name:~~ _____

~~Address:~~ _____

~~City:~~ _____ ~~State~~ _____

~~Phone (____)~~ _____ ~~Zip~~ _____

~~Copy for Baskin Robbins Franchising LLC~~