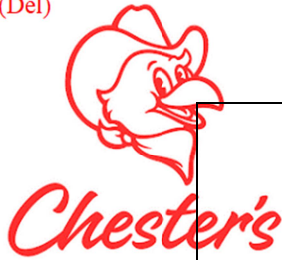


(Del)



(Add)



FRANCHISE DISCLOSURE DOCUMENT

Chesters International, LLC
An Alabama limited liability company
1531 3RD Avenue North, Suite 110
Birmingham, Alabama 35203
(800) 646-9403
Franchise@chesterschicken.com
chesterschicken.com

~~Chester's International, LLC~~
~~An Alabama limited liability company~~
~~1531 3RD Avenue North, Suite 110~~
~~Birmingham, Alabama 35203~~
~~(800) 646-9403~~
~~Franchise@chesterschicken.com~~
~~chesterschicken.com~~

We offer the franchise is to operate a following three quick-service chicken and sides food service restaurants under the CHESTER'S® name—located: (a) a store-in-store restaurant within a convenience store or other retail business or at a strip mall, food court location, or other non-traditional location (such as a sports arena or stadium) (each a “Chester's Store-in-Store/Non-Trad Restaurant”), (b) a limited service, supermarket based restaurant that uses some of its own food products and equipment to prepare and sell products using our breeding, packaging and Chester's name (each a “Chester's Supermarket Restaurant”) and (c) an express restaurant that purchases fully cooked and packaged products to heat and sell to customers (each a “Chester's Express Restaurant”) (and collectively, each a “Chester's Restaurant”). The total investment necessary to begin operation of a ~~CHESTER'S®~~ Chester's Store-in-Store/Non-Trad Restaurant franchise is \$27,500 to \$3016,500. This, which includes \$153,500 to \$584,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Chester's Supermarket Restaurant franchise is \$15,500 to \$306,500, which includes \$2,000 to \$3,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a Chester's Express Restaurant franchise is \$27,500 to \$306,500, which includes \$2,000 to \$3,000 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 governmental 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 Chester's

International, LLC, Franchise Services, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (800) 646-9403.

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.

Issuance date of this Franchise Disclosure Document: April ~~18~~6, 202~~5~~6

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 Exhibit E.
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 D 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 CHESTER'S® business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a CHESTER'S® franchisee?	Item 20 or Exhibit E 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 requires you to resolve disputes with the franchisor by litigation only in Alabama. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Alabama than in your own state.
2. **Turnover Rate.** During the last 3 years, a large number of franchised outlets (376) were terminated, not renewed or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.
3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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 APPLIES ONLY TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW**

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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 Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48909
Telephone: (517) 335-7567

TABLE OF CONTENTS

<u>ITEM</u>	<u>PAGE</u>
ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES	2
ITEM 2 BUSINESS EXPERIENCE	~~6~~ 7
ITEM 3 LITIGATION	~~7~~ 8
ITEM 4 BANKRUPTCY	~~7~~ 8
ITEM 5 INITIAL FEES	~~7~~ 8
ITEM 6 OTHER FEES	8
ITEM 7 ESTIMATED INITIAL INVESTMENT	~~10~~ 11
ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~13~~ 17
ITEM 9 FRANCHISEE'S OBLIGATIONS	~~15~~ 21
ITEM 10 FINANCING	~~17~~ 22
ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING	~~18~~ 23
ITEM 12 TERRITORY	~~23~~ 29
ITEM 13 TRADEMARKS	~~25~~ 31
ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	~~27~~ 35
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	~~28~~ 36
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	~~29~~ 36
ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	~~29~~ 36
ITEM 18 PUBLIC FIGURES	~~32~~ 39
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	~~32~~ 39
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	~~32~~ 40
ITEM 21 FINANCIAL STATEMENTS	~~42~~ 50
ITEM 22 CONTRACTS	~~42~~ 50
ITEM 23 RECEIPTS	~~42~~ 51

Exhibits

A	List of State Agencies/Agents for Service of Process
B	~~CHESTER'S~~ <u>Chester's</u> Restaurant Agreement <u>and Addendum to Chester's Restaurant Agreement</u>
C	Tables of Contents of Manuals
D	Financial Statements
E	List of ~~CHESTER'S~~ <u>Chester's</u> Restaurant Franchisees/List of Franchisees Leaving System During Past Year
F	State Addenda and Agreement Riders
G	Ascentium Capital Financing Program Documents State Effective Dates
H	Receipts of Disclosure Document

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The franchisor is Chester's International, LLC ("we," "us," or "our"). "You" means the person to whom we grant a franchise. We are an Alabama limited liability company formed in October 2002 under the name Chester's Supply Company, LLC (we changed to "National Flour Mills and Supply Company, LLC" in April 2004 and changed again to our current name in November 2009). Our current principal business address is 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203. We operate under our corporate name, the CHESTER'S® trademark, and the other trademarks described in Item 13 (the "Marks") and no other name. We began offering Chester's Restaurant franchises in January 2008.

~~We grant franchises for quick-service Restaurants operating primarily under the CHESTER'S name that sell chicken and sides ("Restaurants"). We began offering CHESTER'S Restaurant franchises in January 2008. However, our former affiliate, also named Chester's International, LLC (the "First Chester's"), whose principal business address was 3500 Colonnade Parkway, Suite 325, Birmingham, Alabama 35243, offered CHESTER'S Restaurant franchises from approximately March 1, 2004, through December 2007. The CHESTER'S Restaurant franchises offered in this disclosure document are primarily for Restaurants to be located within and operated as part of other existing retail businesses, such as convenience stores (our "Restaurant in Store" concept), although we occasionally offer franchises for CHESTER'S Restaurants to be located at food court, strip mall, or other non-traditional locations (such as sports arenas or stadiums). Certain information appearing in this disclosure document, for example, outlet information in Item 20, covers all CHESTER'S Restaurants, regardless of their locations, because they operate under the same brand and sell the same products. We distinguish between these types of locations when necessary.~~

Franchise Rights Offered

We grant franchises for three types of quick-service Chester's restaurants that will operate primarily under the CHESTER'S name that sell chicken and sides (specifically, "Chester's Store-in-Store/Non-Trad Restaurants", "Chester's Supermarket Restaurants" and "Chester's Express Restaurants", and each a "Chester's Restaurant" and collectively the "Chester's Restaurants"). All Chester's Restaurants will operate at a specific location in a specific market according to our system (the "System"), which we have the right to improve and develop over time.

Chester's Store-in-Store/Non-Trad Restaurants

Our Chester's Store-in-Store/Non-Trad Restaurants are either store-in-store restaurants located within a convenience store or other retail business or restaurants in a strip mall, food court location, or other non-traditional location (such as a sports arena or stadium). Chester's

Store-in-Store/Non-Trad Restaurants offer a special selection of menu items like bone-in chicken, chicken filet sandwiches, chicken tenders, and an assortment of side orders.

Our Chester's Store-in-Store/Non-Trad Restaurant franchises involve formal training on our business system, your purchase of equipment, signage, fixtures, and product inventory, your use of specific marketing materials and technology, and your build-out of the Chester's Restaurant at your existing business location following a certain layout or design (among other things).

If you purchase a Chester's Store-in-Store/Non-Trad Restaurant franchise, you will sign a Franchise Agreement in the form attached as Exhibit B.

Chester's Supermarket Restaurants

In April 2026, we restarted our Chester's Supermarket Restaurant franchise, which are limited-service franchises sold mainly to supermarkets or to experienced foodservice or restaurant operators that only want to use the "CHESTER'S" name and proprietary breadings and packaging to identify certain chicken-related products they purchase and then prepare using their own equipment and then sell within their existing branded supermarket operations.

Our Chester's Supermarket Restaurants are an evolution of a license program we began in 2022 that we previously called our Chester's Licensed Restaurants business. As of December 31, 2025, there were 101 Chester's Licensed Restaurants operating in the United States, but they are operated under a different agreement and are not counted as Chester's Restaurants or Chester's Supermarket Restaurants in Item 20 of this Disclosure Document.

If you purchase a Chester's Supermarket Restaurant franchise, you will sign a Franchise Agreement in the form attached as Exhibit B along with an Addendum that changes certain provisions that are applicable for Chester's Supermarket Restaurant franchises.

Chester's Express Restaurants

Also in April 2026, we launched our Chester's Express Restaurants, which are small, self-service "grab 'n go" restaurants that purchase fully cooked product and then heat and sell the product from a modular kiosk-type unit within a retail business's existing space.

From 2008 to 2014, we previously offered franchises for CHESTER'S CHICKEN ON THE FLY Restaurants, which were earlier versions of Chester's Express Restaurants. There are no CHESTER'S CHICKEN ON THE FLY Restaurants in operation as of the date of this disclosure document.

If you purchase a Chester's Express Restaurant franchise, you will sign a Franchise Agreement in the form attached as Exhibit B along with an Addendum that changes certain provisions that are applicable for Chester's Express Restaurant franchises.

Our Other Businesses

Except for the CHESTER'S CHICKEN ON THE FLY Restaurant franchise discussed above, we have not offered franchises in any other line of business.

We do not currently operate and have not operated any Chester's Restaurants, nor have we ever operated any Chester's Licensed Restaurants (as defined above) or Chester's Fried Licensed Restaurants (as defined below).

We or our affiliates also conduct certain additional non-Chester's business as described in Item 12.

We have no business activities other than those described above and in Item 12. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.

Our Prior Businesses

Before the First Chester's began offering ~~CHESTER'S~~Chester's Restaurant franchises on approximately March 1, 2004, our former affiliate, Giles Enterprises, Inc. ("Giles"), whose address was 2750 Gunter Park Drive West, Montgomery, Alabama 36121, licensed existing retail operators to operate quick-service chicken and sides restaurants similar to the Chester's Restaurant opportunity offered in our disclosure document in a program called the "~~CHESTER FRIED~~Chester Fried® Total Program" (the "Chester Fried Licensed Restaurants"). Giles began licensing operators to operate Chester Fried Licensed Restaurants in 1974; as of December 31, 2024~~5~~5, there were approximately ~~4~~615 Operators of Chester Fried Licensed Restaurants remaining in the United States.

Operators of Chester Fried Licensed Restaurants generally did not receive all the benefits of a ~~CHESTER'S~~Chester's Restaurant franchise and also were not subject to all the same restrictions and obligations. For example, Chester Fried Licensed Restaurants did not pay a franchise or any other initial fee. Also, most Chester Fried Licensed Restaurants continue to operate under the "~~CHESTER FRIED~~Chester Fried®" name. We are now the licensor of those Chester Fried Licensed Restaurants. Operators of Chester Fried Licensed Restaurants ~~have the right to convert their units to franchised Restaurants if they satisfy our standards for a CHESTER'S Restaurant franchisee. If they want to convert, they will sign our Agreement. There is no conversion agreement or similar document they must sign. In addition, in certain parts of the United States, we may continue allowing certain experienced food service operators, and chain accounts who already operate one or more Chester Fried Licensed Restaurants, to develop and operate additional Chester Fried Licensed Restaurants. We generally anticipate doing so only when the experienced food service operator or chain account prefers (for its own business reasons) not to acquire a CHESTER'S Restaurant franchise. With this exception, we focus on offering and granting CHESTER'S Restaurant franchises and CHESTER'S Licensed Restaurants (as described below). Chester Fried Licensed Restaurants will continue to operate for many years and might compete with you if they are located in the same geographic area where your Restaurant is located. We do not currently operate and have not operated any Chester Fried Licensed Restaurants or CHESTER'S Restaurants.~~may convert to a Chester's Restaurant franchise in the future.

~~In addition to the Restaurant franchises offered in this disclosure document, in 2022 we began offering certain qualified individuals or entities the right to sign a license agreement to use the Marks, including the Primary Mark, solely to prepare and sell Chester's proprietary menu items within or from their existing foodservice or restaurant operations, including supermarkets ("CHESTER'S Licensed Restaurants", and together with the Chester Fried Licensed Restaurants, the "Licensed Restaurants"). As of December 31, 2024, there were 253 CHESTER'S Licensed Restaurants operating in the United States. Unlike the CHESTER'S Restaurant franchises offered by this disclosure document, which involve formal training on our business system, your purchase of equipment, signage, fixtures, and product inventory, your use of specific marketing materials and technology, and your build-out of the Restaurant at your existing business location following a certain layout or design (among other things), a CHESTER'S Licensed Restaurant does not involve any of those elements or features. (It also is not required to pay any of the fees disclosed in Item 6.) An experienced foodservice or restaurant operator would sign a license agreement (and become a CHESTER'S Licensed Restaurant) when it does not want any of the items described above and does not want to become a CHESTER'S Restaurant franchisee but, instead, simply wants to use the "CHESTER'S" name (and limited product-specific branding elements) to identify the products it will prepare and sell as menu items at its existing location using its existing equipment.~~

~~In other words, if an experienced foodservice or restaurant operator wants to use the "CHESTER'S" name only to identify certain chicken-related products it prepares and sells within its existing operations, we must ensure that the operator uses our name properly and that the products it sells under the "CHESTER'S" name are prepared safely in compliance with all state and local laws and our ingredient standards (using our specific breading, batter, and other items). We must ensure that the operator does not mis-brand the products it chooses to sell under our name. Except for this limited control over how our trademark is used on prepared chicken products, the operator is free to conduct its existing business operations however it sees fit, and we exercise no controls over those operations and provide no significant assistance to the operator.~~

~~CHESTER'S Licensed Restaurants technically might compete with you if they are located close to your Restaurant. However, we do not anticipate that any such competition would be substantial (if it were to exist at all) because CHESTER'S Restaurant franchises are more fully developed, branded units located and operating within existing business enterprises that implement various marketing initiatives to promote their products, while CHESTER'S Licensed Restaurants involve only prepared products sold as "impulse buy" items to customers shopping at the location. In addition, we do not expect to grant CHESTER'S Licensed Restaurants to a licensee operating too closely to a CHESTER'S restaurant franchise.~~

~~We do not currently operate and have not operated any Chester Fried Licensed Restaurants, CHESTER'S Licensed Restaurants, or CHESTER'S Restaurants.~~

Lastly, ~~f~~fFrom November 2013 to March 2015 we offered (through a separate franchise disclosure document) franchises for Area Director marketing businesses. An Area Director acts as our sales representative within a defined geographic area and solicits and identifies prospective ~~CHESTER'S~~Chester's Restaurant franchisees; assists in locating and securing sites

for, and then constructing and developing, Restaurants; and provides additional support before and after the [Chester's](#) Restaurants open. Area Directors, now referred to by Chester's as Area Developers, operate under our Chester's Franchise Area Developer Operations Agreement. The Area Developer is not a party to, and has no rights or obligations under, your Agreement. However, if your proposed Restaurant is located in an area where one of our Area Developers operates, that Area Developer will perform certain services on our behalf relating to you and your [Chester's](#) Restaurant. Despite the functions they perform, Area Developers have no management responsibility relating to the sale of franchises or the operation of our franchise system. While we no longer offer franchises for Area Developer marketing businesses, there was 1 Area Developer marketing businesses in operation as of December 31, 2024⁵. ~~Except for the CHESTER'S CHICKEN ON THE FLY Restaurant franchise discussed below, we have not offered franchises in any other line of business.~~

~~We or our affiliates also conduct certain additional non-Chester's business as described in Item 12.~~

~~We have no business activities other than those described above and in Item 12. If we have an agent in your state for service of process, we disclose that agent in Exhibit A.~~

Our [Parents](#), Predecessors and Affiliates

We currently have no parent companies or affiliates disclosable in this Item.

Our former affiliate, also named Chester's International, LLC (the "First Chester's"), whose principal business address was 3500 Colonnade Parkway, Suite 325, Birmingham, Alabama 35243, offered Chester's Restaurant franchises from approximately March 1, 2004, through December 2007.

As noted earlier, our predecessor for the CHESTER'S franchise program was the First Chester's. We acquired all existing CHESTER'S Agreements, the Marks, and related assets and obligations from the First Chester's by operation of law effective as of December 31, 2007, as a result of our merger with the First Chester's and another affiliate. We were the surviving entity in the merger. The First Chester's offered ~~CHESTER'S~~[Chester's](#) Restaurant franchises from approximately March 1, 2004 through December 2007. There were 44 ~~CHESTER'S~~[Chester's](#) Restaurant franchises in operation as of December 31, 2007. The First Chester's never offered franchises in any other line of business.

~~Franchise Rights Offered~~[Competition](#)

~~We grant you the right to establish and operate a franchised CHESTER'S Restaurant at a specific location in a specific market according to our system (the "System"), which we have the right to improve and develop over time. Your Restaurant will be located within the existing retail premises where you already operate a business like a convenience store or at a food court, strip mall, or other non-traditional location (such as a sports arena or stadium). Restaurants offer a special selection of menu items like bone in chicken, chicken filet, chicken filet sandwiches, chicken tenders, and an assortment of side orders. From 2008 to 2014, we also offered franchises~~

~~for CHESTER'S CHICKEN ON THE FLY Restaurants, a small, self-service "grab 'n go" concept that operated from a modular kiosk-type unit within a retail business's existing space and whose operations are not as expansive as those of a typical CHESTER'S Restaurant. There were no CHESTER'S CHICKEN ON THE FLY Restaurants in operation as of December 31, 2023.~~

The restaurant business, particularly the quick-service restaurant business, is highly competitive ~~and often affected by changes in taste, eating habits, and local and national economic conditions~~. The principal bases of competition are quality and price of food products offered, but name identification, site selection, speed of service, advertising, and attractiveness of facilities also are important. Your competition will include other quick-service restaurants close to your [Chester's](#) Restaurant, including franchised and non-franchised national and regional restaurant chains, and secondary competition, including coffee shops, budget restaurants, grocery stores offering prepared foods, and convenience stores serving hot food.

Your competition also may include ~~Licensed Restaurants and~~ other ~~CHESTER'S~~[Chester's](#) Restaurants located in your geographic area, ~~and even Chester Fried~~[Licensed Restaurants](#). Competition for management and other operating personnel is intense within the industry. Sales generally are seasonally affected and might be lower during winter months or in certain areas (for example, vacation areas).

Industry-Specific Regulations

~~There are no regulations that apply specifically to the industry in which CHESTER'S Restaurants operate. However, you must comply with laws that apply generally to all businesses. Each franchised Restaurant will be subject to local health inspection authorities that govern food handling, temperatures, and other health considerations; federal, state, and local building and zoning codes; and immigration, tax, unemployment, workers compensation, discrimination, and disability laws. You should investigate all these laws.~~

The restaurant and foodservice industry is heavily regulated in the United States by federal, state, and local governments.

The Affordable Care Act of 2010 and regulations issued by the U.S. Food and Drug Administration (the so-called "menu labeling rule") require covered retail foodservice establishments, including those that are part of a chain of 20 or more units, to disclose to consumers, on menu boards, online ordering platforms, and otherwise, certain nutritional information regarding menu items.

Other laws have particular applicability to restaurants and other retail foodservice establishments, including food safety and health and sanitation laws and liquor license laws, liquor liability, and dram shop laws (if alcoholic beverages are offered or sold on the premises). Many states and municipalities also require specific licensure or training in sanitation and safety laws before permitting a restaurant to serve the public.

Recently, some cities have enacted laws that impose specific burdens targeted on restaurants and other retail foodservice establishments that serve foods or beverages that are high in sugar and/or salt. Such cities may require restaurants operating in their jurisdiction to pay additional taxes on the sale of sugar sweetened beverages and/or may require restaurants or other retail foodservice establishments to warn consumers of high-sodium menu items.

Some states and cities also require that restaurants and other retail food establishments provide information to consumers about food allergens.

Many states and cities also regulate foodware and foodservice packaging items. Some cities ban plastic straws and other single-use items. Some states also now require a certain amount of post-consumer recycled content or restrict or prohibit the use of certain types of Styrofoam and plastic. Additionally, state extended producer responsibility laws could ultimately place reporting and other obligations on restaurant chains that distribute branded items.

The Food and Drug Administration finalized a rule in late 2022 that would impose traceability requirements on a wide range of food establishments, including some restaurants. The rule was originally set to go into effect on January 1, 2026. However, the FDA delayed enforcement of the rule until July 20, 2028. As currently drafted, the rule would impose significant recordkeeping requirements on regulated entities, and such entities will need to train employees to understand how to comply with the new requirements.

~~Item 2 begins on next page~~

Some states also have extended producer responsibility (EPR) laws in place that encompass food service ware and/or food packaging materials. Franchisees and licensees may be responsible for payments due to fees and other costs that we or our affiliates incur directly or indirectly in connection with these laws, either on behalf of franchisees, licensees, or other entities. There are also reporting obligations and other obligations imposed by EPR laws that may impact franchisees and licensees. Additionally, as part of an EPR law, a companion law, or a separate law, some states now impose, or may in the future impose, other obligations in connection with food service ware and/or food packaging materials, including, but not limited to, recyclability, composability, and/or minimum post-consumer recycled content requirements that may impact franchisees and licensees.

To operate the Chester's Restaurant, you will need to determine and understand the laws that apply in your geographic area and then implement compliance procedures, as needed, to ensure your Chester's Restaurant's full compliance with applicable laws and regulations.

Many of the laws that apply to business generally, like the Americans with Disabilities Act, federal wage and hour laws, and the Occupation, Health and Safety Act, also apply to restaurants and other retail foodservice establishments. Your development and operation of the Chester's Restaurant will also be subject to compliance with applicable zoning, land use and environmental regulations as well as federal and state minimum wage laws governing such matters as working conditions, overtime and tip credits and other employee matters. It is likely that a significant number of your Chester's Restaurant's food service and preparation personnel

will be paid at rates related to the federal minimum wage and, accordingly, further increases in the federal, state or local minimum wage will affect your labor costs.

The federal Clean Air Act and various implementing state laws require certain state and local areas to meet national air quality standards that limit emissions of ozone, carbon monoxide and particulate matters, including emissions from commercial food preparation. Some areas have also adopted or are considering proposals that would regulate indoor air quality.

We recommend that you check with your state and local agencies to determine which laws apply to the operation of a Chester's Restaurant in your area. You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer and Managing Director: Wynn Giles

Mr. Giles has been our Chief Executive Officer since October 2022, our Managing Director since January 2018 and an owner since January 2012, all in Birmingham, Alabama.

Chief Operating Officer and General Manager: Alexis Lobodocky

Ms. Lobodocky has been Chief Operating Officer since February 2025 and our General Manager since October 2017, all in Birmingham, Alabama.

Executive Vice President: ~~Bill Rice~~ Kevin O'Connor

Mr. ~~Rice~~ O'Connor has been our Executive Vice President since ~~January~~ November 2024 in Pottstown, Pennsylvania. He was the ~~Senior~~ Vice President ~~for Krispy Krunchy Foods, LLC in Alexandria, Louisiana from January 2015 to January 2021~~, of Coaching & Consulting for align5 in West Chester, Pennsylvania from 2018 to November 2025. Additionally, he was the Chief Operating Officer of Scaling Up Coaches based out of Pottstown, Pennsylvania from 2023 to November 2025.

Vice President of Marketing: William Culpepper

Mr. Culpepper has been our Vice President of Marketing since March 2018 in Birmingham, Alabama. He was the Director of Channel Marketing for Royal Cup Coffee in Birmingham, Alabama from 2006 to March 2018.

Regional Director: David Wulf

Mr. Wulf has been our Regional Director since January 2018 in Sioux Falls, Idaho.

Regional Director: Oliver Vereschagin

Mr. Vereschagin has been our Regional Director since June 2021 in San Rafael, California. Previously he served as our Regional Manager from June 2019 to June 2021, and Franchise Business Consultant from May 2017 to June 2019, all based out of San Rafael, California.

Regional Director: Michael Kaspar

Mr. Kaspar has been our Regional Director since November 2024 in Nashville, Tennessee. Previously he served as our Territory Performance Manager from April 2023 to November 2024 in Seattle, Washington covering Western Canada. From July 2022 to January 2023, he was Head of Field Operations for Backbar Solutions in San Diego, California. From July 2021 to April 2022, he was Regional Operations Manager of Gopuff in Phoenix, Arizona.

From February 2020 to May 2021, he was Director of Food, Beverage and Customer Experience for Autocamp in San Francisco, California.

ITEM 3 **LITIGATION**

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**

You must pay us a ~~\$3,500~~ training fee in a lump sum when you sign the Agreement. The Training Fee is \$3,500 for a Chester's Store-in-Store/Non-Trad Restaurant and \$2,000 for a Chester's Supermarket Restaurant or a Chester's Express Restaurant. The training fee is not refundable under any circumstances. During the 2024⁵ fiscal year, the training fees we received from franchisees ranged from \$0 to \$3,500.

~~Besides paying the training fee, you must buy various equipment, signage, fixtures, and product inventory before you open your Restaurant. The cost of all items available from us will depend on the Restaurant's anticipated venue and the items already in place. The expected range is \$12,000 to \$55,000 for a Restaurant to be located in a convenience store or similar retail business. You must have the core equipment to bread, fry, and merchandise CHESTER'S menu items. You may buy this equipment from us or use existing equipment we approve. You may buy certain proprietary food products and preparation supplies from unaffiliated suppliers. However, as described in Item 8, we have the right to require you to buy some or all of these items from designated exclusive sources, including us. None of the amounts you pay to us for any special order equipment is returnable and refundable, unless approved in advance by us. Special order equipment includes electric and/or gas powered cooking or food holding equipment, any custom signage, and other custom marketing materials. All other amounts paid to us for various equipment, signage, fixtures, and product inventory are refundable to you.~~

~~If you cancel your order for various equipment, signage, fixtures, and product inventory within 3 weeks from the estimated shipping date, or after some or all of the products are received by Chester's, then we may charge you a product cancellation fee equal to 10% of the total amount that is canceled. If you return any equipment, signage, fixtures, or product inventory to us any time, then we may charge you a restocking fee equal to 20% of the total amount that is returned, plus any freight cost we incur on your behalf. If we determine that you have failed to participate in the required pre-opening activities as required under your franchise agreement, then in addition to any remedy available to us under the franchise agreement, we may charge you a one-time storage fee equal to 10% of the total amount of the stored item(s) for storing any~~

~~equipment, signage, fixtures, or product inventory that you ordered, but that we have not yet delivered to your Restaurant.~~

Before you open your [Chester's](#) Restaurant, we will conduct a restaurant-readiness review assessment at no additional charge to you. However, if we determine that your [Chester's](#) Restaurant does not pass the assessment and we must reassess the [Chester's](#) Restaurant multiple times, we have the right to charge you our costs and expenses. We currently estimate this cost to be approximately \$1,000 per assessment. This payment is not refundable.

~~Financing for Core Equipment, Signage, Fixtures, and Supplies~~

~~As detailed in Item 10, we have a program with a third party equipment lender, Ascentium Capital, a division of Regions Bank ("Ascentium"), to finance the purchase price for certain of the core equipment, signage, fixtures, and supplies you will need for your Restaurant. You will not pay us any monies or fees directly, but Ascentium will pay us the financed amount for the purchased core equipment, signage, fixtures, and supplies you will need for your Restaurant.~~

ITEM 6

OTHER FEES

**All fees are payable for all three types of Chester's Restaurants unless otherwise noted*

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
Marketing Support Fee	\$200 per quarter We have the right to increase this fee upon 90 days' prior written notice to you, although the quarterly fee will not exceed \$325	4 times per year on the dates we designate Payment is due by credit card or automatic debit	This is for physical or digital samples of marketing materials we will prepare and periodically send you. We do not require your participation in advertising funds or cooperatives.
Marketing Support Fee for Special Offerings or Promotions	Not to exceed \$200 per special offering or promotion	When billed Payment is due by credit card or automatic debit	Due if we implement special offerings or promotions for ~~CHESTER'S~~ Chester's Restaurants during the franchise term.
POS Technology Fee (only payable for a Chester's Store-In-Store/Non-Trad Restaurant)	\$250-\$325 per month We have the right to increase this fee upon 90 days' prior written notice to you, although the monthly fee will not exceed \$350	Monthly on the dates we designate (beginning with the month in which you buy the POS system) Payment is due by credit card or automatic debit	Due if you buy the POS system hardware we currently recommend (but have the right to require you to buy during the franchise term).
Additional Training or Assistance	Not to exceed \$1,000 per day	As incurred	Due for training and assistance beyond what we

~~Column 1~~ Type of fee*	~~Column 2~~ Amount	~~Column 3~~ Due Date	~~Column 4~~ Remarks
		Payment is due by credit card or automatic debit	typically give to franchisees. We have the right to charge you for additional or special guidance, assistance, or training you need or request, including if the Chester's Restaurant fails an inspection.
Reinspection or Revisit	\$300 per visit	As incurred Payment is due by credit card or automatic debit	Due for re-inspections or revisits if the Chester's Restaurant fails an inspection survey, the Chester's Restaurant is temporarily closed when we visit, or you interfere with the inspection process.
Product and Service Purchases	As described in Item 8	As described in Item 8	You will buy products and services from ~~us,~~ our designated and approved vendors whose items meet our standards and specifications, and/or other suppliers to the industry, <u>but on occasion we or our affiliates may be a direct supplier to you for certain items.</u>
Product Cancellation Fee	10% of the total amount that is canceled	As incurred	We <u>or our then current third-party vendor</u> may charge you the Product Cancellation Fee if you cancel the order 3 weeks from the estimated ship date or after some or all of the ordered products are received by ~~Chester's~~ us or our vendor .
Product Restocking Fee	20% of the total amount that is returned, plus freight costs	As incurred	We <u>or our then current third-party vendor</u> may charge you the Product Restocking Fee, plus any freight cost, for any damaged products you return to us <u>or our then current third-party vendor</u> .
Product Storage Fee	10% of the total	As incurred	We <u>or our then current</u>

Column 1 Type of fee*	Column 2 Amount	Column 3 Due Date	Column 4 Remarks
	amount that is stored		third-party vendor may charge you the Product Storage Fee if any shipment dates are rescheduled if we determine, in our sole discretion, that you have not participated in the required pre-opening activities, including attending required training.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from your Chester's Restaurant's operation or incur costs in defending them.
Liquidated Brand Damages	\$10,000	As incurred	Due if you or your owners violate non-competition restrictions described in Items 17(q) and (r).
De-Branding Fee	\$10,000	As incurred Payment is due by credit card or automatic debit	Due if you do not comply with payment and Restaurant-specific physical de-branding obligations within 14 business days after Agreement expires or is terminated.

* [All fees are payable for all three types of Chester's Restaurants unless otherwise noted.](#)
Except for product and service purchases described in Item 8, all fees are imposed and collected by and payable to us. No fee is refundable. Except as noted in this chart, all fees are uniformly imposed.

ITEM 7 **ESTIMATED INITIAL INVESTMENT**

YOUR ESTIMATED INITIAL INVESTMENT

[**For a Chester's Store-in-Store/Non-Trad Restaurant**](#)

Column 1 Type of expenditure*	Column 2 Amount	Column 3 Method of payment	Column 4 When due	Column 5 To whom payment is to be made
Training Fee	\$3,500	Lump sum	At signing of	Us

~~Column 1~~ Type of expenditure*	~~Column 2~~ Amount	~~Column 3~~ Method of payment	~~Column 4~~ When due	~~Column 5~~ To whom payment is to be made
			Agreement	
Insurance ¹	\$0 - \$10,000	As arranged	As incurred	Insurers
Rent and Security Deposit ²	See Note 2	As arranged	As incurred	Owner/Lessor
Build-out Cost ³	\$0 - \$200,000	As arranged	As incurred	Contractors and Suppliers
Equipment, Furniture, Signage, and Fixtures ⁴	\$12,000 - \$55,000	As arranged	As incurred ⁵	Approved Suppliers, including Us ⁶
Initial Inventory ⁷	\$2,000 - \$9,000	As arranged	As incurred	Approved Suppliers, including us and distributors ⁸
Grand Opening Advertising	\$0 - \$4,000	As arranged	As incurred	Us and third party Advertising Sources
Additional Funds ⁹ (3 Months)	\$10,000 - \$205,000	As arranged	As incurred	Third Parties
Total (excluding real estate lease and purchase costs)	\$27,500 - \$3046,500			

* Except for security deposits, no payment above is refundable.

* Because the initial brand standard training program occurs at your [Chester's Store-in-Store/Non-Trad](#) Restaurant, we do not anticipate that your trainees will incur any travel, lodging, or living expenses while attending the initial brand standard training program. Also, before you open your [Chester's Store-in-Store/Non-Trad](#) Restaurant, we will conduct a restaurant-readiness review assessment at no additional charge to you. However, if we determine that your [Chester's Store-in-Store/Non-Trad](#) Restaurant has not passed the assessment and we undertake the assessment multiple times, we have the right to charge you for the costs and expenses we incur to conduct an assessment. Currently, we estimate this cost to be approximately \$1,000 per assessment.

¹ The figures in the chart estimate your insurance costs during the first 3 months of operation. You might need to pay the entire annual premium in advance. Costs might vary among underwriters and be based on how long you have been in business, your financial condition, your prior risks, and Restaurant location.

² All ~~Restaurant-in-Store~~[Store-In-Store](#) franchises will be located within your existing space, so you should have no significant additional rent/lease obligations unless you pay percentage rent. For a ~~CHESTER'S~~[Chester's No-Trad](#) Restaurant at a food court, a strip mall, or other non-traditional locations (such as a sports arena or stadium), we assume that you will lease the building or space for the [Chester's Store-in-Store/Non-Trad](#) Restaurant. However, if you

currently own the building in which the [Chester's Store-in-Store/Non-Trad](#) Restaurant will be located, you should incur no rental costs. While we anticipate that the average in-line/food court Restaurant size will be 1,200 square feet, your [Chester's Store-in-Store/Non-Trad](#) Restaurant's size will depend on the location you choose. If you lease space from a third-party landlord, your monthly rent will depend on the location, the demand for the location among prospective lessees, general rental rates in that geographic area, whether the landlord adds tenant build-out allowances into the rent, and similar factors. You might have to pay base rent and percentage rent based on Restaurant gross sales. If utilities, taxes, and insurance are included in rent, then the rent also might increase. You also should expect to pay a security deposit equal to 1 or 2 months' rent.

³ If you operate a ~~Restaurant in-Store~~[Store-In-Store](#) in a convenience store, this figure assumes the [Chester's Store-in-Store/Non-Trad](#) Restaurant will have 500 square feet. If you operate a ~~CHESTER'S~~[Non-Trad](#) Restaurant at a food court or strip-mall location, this figure assumes the [Chester's Store-in-Store/Non-Trad](#) Restaurant will have 1,200 square feet. The costs to build out an existing facility for your [Chester's Store-in-Store/Non-Trad](#) Restaurant depends on whether an existing food or deli-type facility is being converted, whether a drive-thru window is being added, the [Chester's Store-in-Store/Non-Trad](#) Restaurant's square footage and dimensions, whether seating is added, kitchen size, adequate hood systems and HVAC (heating, ventilation, and air conditioning), and other factors.

⁴ If you operate under the CHESTER'S Mark, you must buy or lease certain equipment, including kitchen and serving-line equipment, a decor package, refrigeration and installation, point-of-sale materials, a safe, menu-boards, miscellaneous small wares, and signage. The Restaurant's equipment package depends on the presence of existing food-service or deli-type facilities, square footage and anticipated volumes, the menu format, and whether a drive-thru window is being added.

⁵ You will purchase the fryers, breading and batter table, hot cases, landing table, and oil-removal caddy you need to operate the Chester's Store-in-Store/Non-Trad Restaurant from our then current food-service equipment supplier, which is currently a third-party equipment supplier. See Item 8. We reserve the right to change these requirements from time to time.

⁶ We provide a list of approved suppliers from whom you can purchase furnishings, fixtures, signage, and other equipment.

⁷ We estimate that the range given will cover initial product inventory and cleaning, office, and general supplies to open the Chester's Store-in-Store/Non-Trad Restaurant.

⁸ You currently must purchase required ingredients to prepare the Chester's menu, including but not limited to breading, fresh poultry, dipping sauces, frozen side items and paper products, from our approved third-party suppliers and distributors. We license certain suppliers to prepare these ingredients using our proprietary formulas. The suppliers then sell the Proprietary Goods to our designated distributors, and you must purchase the Proprietary Goods

from one or more of our designated distributors. However, we reserve the right to change these requirements from time to time.

⁹ This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any draw or salary for you. We have relied on our principals' many collective years of experience in the food-service equipment and supply industry, and outside consultants, to compile this Additional Funds estimate. You should review all figures in this Item 7 carefully with a business advisor before you decide to acquire the franchise. Except as provided in Item 10 below, neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of third-party financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt-service obligation.

For a Chester's Supermarket Restaurant

<u>Type of expenditure*</u>	<u>Amount</u>	<u>Method of payment</u>	<u>When due</u>	<u>To whom payment is to be made</u>
<u>Training Fee</u>	<u>\$2,000</u>	<u>Lump sum</u>	<u>At signing of Agreement</u>	<u>Us</u>
<u>Insurance¹</u>	<u>\$0 - \$10,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Insurers</u>
<u>Rent and Security Deposit²</u>	<u>See Note 2</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Owner/Lessor</u>
<u>Build-out Cost³</u>	<u>\$0 - \$200,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Contractors and Suppliers</u>
<u>Equipment, Furniture, Signage, and Fixtures⁴</u>	<u>\$0 - \$55,000</u>	<u>As arranged</u>	<u>As incurred⁵</u>	<u>Approved Suppliers, including Us⁶</u>
<u>Initial Inventory⁷</u>	<u>\$2,000 - \$9,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Approved Suppliers, including us and distributors⁸</u>
<u>Grand Opening Advertising</u>	<u>\$0 - \$4,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Us and third party Advertising Sources</u>
<u>Additional Funds⁹ (3 Months)</u>	<u>\$10,000 - \$25,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>Total (excluding real estate lease and purchase costs)</u>	<u>\$15,500 - \$306,500</u>			

* Except for security deposits, no payment above is refundable.

* Because the initial brand standard training program occurs at your Chester's Supermarket Restaurant, we do not anticipate that your trainees will incur any travel, lodging, or living expenses while attending the initial brand standard training program. Also, before you

open your Chester's Supermarket Restaurant, we will conduct a restaurant-readiness review assessment at no additional charge to you. However, if we determine that your Chester's Supermarket Restaurant has not passed the assessment and we undertake the assessment multiple times, we have the right to charge you for the costs and expenses we incur to conduct an assessment. Currently, we estimate this cost to be approximately \$1,000 per assessment.

¹ The figures in the chart estimate your insurance costs during the first 3 months of operation. You might need to pay the entire annual premium in advance. Costs might vary among underwriters and be based on how long you have been in business, your financial condition, your prior risks, and Restaurant location.

² All Chester's Supermarket Restaurant franchises will be located within your existing space, so you should have no significant additional rent/lease obligations unless you pay percentage rent.

³ We assume your Chester's Supermarket Restaurant franchise will have up to 500 square feet. The costs to build out an existing facility for your Chester's Supermarket Restaurant depends on whether an existing food or deli-type facility is being converted, whether a drive-thru window is being added, the Chester's Supermarket Restaurant's square footage and dimensions, whether seating is added, kitchen size, adequate hood systems and HVAC (heating, ventilation, and air conditioning), and other factors.

⁴ We assume you will already have your own equipment, including kitchen and serving-line equipment, a decor package, refrigeration and installation, point-of-sale materials, a safe, menu-boards, miscellaneous small wares, and signage.

⁵ ~~As of this disclosure document's issuance date, you have the right to~~ You will purchase the fryers, breadings and batter table, hot cases, landing table, and oil-removal caddy you need to operate the Chester's Supermarket Restaurant from ~~us or an unaffiliated third party~~ our then current food-service equipment supplier. ~~However, we have the right to require you to buy these items from specified exclusive sources (including us or our affiliates) at the prices the source decides to charge,~~ which is currently a third-party equipment supplier. See Item 8. We reserve the right to change these requirements from time to time.

⁶ We provide a list of approved suppliers from whom you can purchase signage, and equipment.

⁷ We estimate that the range given will cover initial product inventory and cleaning, office, and general supplies to open the Chester's Supermarket Restaurant.

⁸ You currently must purchase required ingredients to prepare the Chester's menu, including but not limited to breadings, fresh poultry, dipping sauces, frozen side items and paper products, from our approved third-party suppliers and distributors. We license certain suppliers to prepare these ingredients using our proprietary formulas. The suppliers then sell the Proprietary Goods to our designated distributors, and you must purchase the Proprietary Goods

from one or more of our designated distributors. However, we reserve the right to change these requirements from time to time.

⁹ This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any draw or salary for you. We have relied on our principals' many collective years of experience in the food-service equipment and supply industry, and outside consultants, to compile this Additional Funds estimate. You should review all figures in this Item 7 carefully with a business advisor before you decide to acquire the franchise. Except as provided in Item 10 below, neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of third-party financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt-service obligation.

For a Chester's Express Restaurant

<u>Type of expenditure*</u>	<u>Amount</u>	<u>Method of payment</u>	<u>When due</u>	<u>To whom payment is to be made</u>
<u>Training Fee</u>	<u>\$2,000</u>	<u>Lump sum</u>	<u>At signing of Agreement</u>	<u>Us</u>
<u>Insurance¹</u>	<u>\$0 - \$10,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Insurers</u>
<u>Rent and Security Deposit²</u>	<u>See Note 2</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Owner/Lessor</u>
<u>Build-out Cost³</u>	<u>\$0 - \$200,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Contractors and Suppliers</u>
<u>Equipment, Furniture, Signage, and Fixtures⁴</u>	<u>\$12,000 - \$55,000</u>	<u>As arranged</u>	<u>As incurred⁵</u>	<u>Approved Suppliers, including Us⁶</u>
<u>Initial Inventory⁷</u>	<u>\$2,000 - \$9,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Approved Suppliers, including us and distributors⁸</u>
<u>Grand Opening Advertising</u>	<u>\$0 - \$4,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Us and third party Advertising Sources</u>
<u>Additional Funds⁹ (3 Months)</u>	<u>\$10,000 - \$25,000</u>	<u>As arranged</u>	<u>As incurred</u>	<u>Third Parties</u>
<u>Total (excluding real estate lease and purchase costs)</u>	<u>\$27,500 - \$306,500</u>			

* Except for security deposits, no payment above is refundable.

* Because the initial brand standard training program occurs at your Chester's Express Restaurant, we do not anticipate that your trainees will incur any travel, lodging, or living expenses while attending the initial brand standard training program. Also, before you open your

Chester's Express Restaurant, we will conduct a restaurant-readiness review assessment at no additional charge to you. However, if we determine that your Chester's Express Restaurant has not passed the assessment and we undertake the assessment multiple times, we have the right to charge you for the costs and expenses we incur to conduct an assessment. Currently, we estimate this cost to be approximately \$1,000 per assessment.

¹ The figures in the chart estimate your insurance costs during the first 3 months of operation. You might need to pay the entire annual premium in advance. Costs might vary among underwriters and be based on how long you have been in business, your financial condition, your prior risks, and Restaurant location.

² All Chester's Express Restaurant franchises will be located within your existing space, so you should have no significant additional rent/lease obligations unless you pay percentage rent.

³ We assume your Chester's Express Restaurant franchise will have less than 500 square feet. The costs to build out an existing facility for your Chester's Express Restaurant depends on whether an existing food or deli-type facility is being converted, whether a drive-thru window is being added, the Chester's Express Restaurant's square footage and dimensions, whether seating is added, kitchen size, adequate hood systems and HVAC (heating, ventilation, and air conditioning), and other factors.

⁴ If you operate under the CHESTER'S Mark, you must buy or lease certain equipment, including kitchen and serving-line equipment, a decor package, refrigeration and installation, point-of-sale materials, a safe, menu-boards, miscellaneous small wares, and signage. The Restaurant's equipment package depends on the presence of existing food-service or deli-type facilities, square footage and anticipated volumes, the menu format, and whether a drive-thru window is being added.

⁵ You will purchase the fryers, breadng and batter table, hot cases, landing table, and oil-removal caddy you need to operate the Chester's Express Restaurant from our then current food-service equipment supplier, which is currently a third-party equipment supplier. See Item 8. We reserve the right to change these requirements from time to time.

⁶ We provide a list of approved suppliers from whom you can purchase furnishings, fixtures, signage, and equipment.

⁷ We estimate that the range given will cover initial product inventory and cleaning, office, and general supplies to open the Chester's Express Restaurant.

⁸ You currently must purchase required ingredients to prepare the Chester's menu, including but not limited to breadng, ~~fresh~~frozen poultry, dipping sauces, frozen side items and paper products, from our approved third-party suppliers and distributors. We license certain suppliers to prepare these ingredients using our proprietary formulas. The suppliers then sell the Proprietary Goods to our designated distributors, and you must purchase the Proprietary Goods

from one or more of our designated distributors. However, we reserve the right to change these requirements from time to time.

⁹ This estimates the funds needed to cover your initial expenses for the first 3 months of operation (other than the items identified separately in the table). It includes payroll costs but not any draw or salary for you. We have relied on our principals' many collective years of experience in the food-service equipment and supply industry, and outside consultants, to compile this Additional Funds estimate. You should review all figures in this Item 7 carefully with a business advisor before you decide to acquire the franchise. Except as provided in Item 10 below, neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of third-party financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt-service obligation.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Real Estate. You need not purchase or lease any real estate from us or our affiliates.

General Restaurant Build-Out. You must develop the Chester's Restaurant in compliance with our System and ensure that all plans and specifications comply with our requirements, applicable laws, and lease requirements. We will give you required and recommended specifications and layouts for ~~a CHESTER'S~~ your type of Chester's Restaurant. You must give us, and we have the right to review and approve, all plans and specifications before you begin constructing the Chester's Restaurant.

Depending on your type of Chester's Restaurant, ~~Y~~you must buy all food items, ingredients, equipment, furnishings, supplies, materials, and other items used or offered for sale at the Chester's Restaurant only from suppliers (including manufacturers, distributors, and other sources) that satisfy our then-current standards and specifications; possess adequate quality controls and capacity to supply your needs promptly and reliably; and have received our approval. With respect to our and our affiliates' trade-secret or proprietary food products and other branded items, we have the right to limit suppliers to us, our affiliates, and/or other specified exclusive third-party sources, in which case you must acquire those trade secret or proprietary food products and other branded items during the franchise term only from us, our affiliates, and/or the other specified exclusive sources at the prices we and they decide to charge. We have the right to restrict your sources of trade secret and proprietary food products and other branded items in order to protect trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better purchase and delivery terms, control use of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items.

The cost of food items, ingredients, equipment, furnishings, supplies, materials, and other items may vary among the same type of Chester's Restaurants and the different types of Chester's Restaurants. These cost variations are due to your Chester's Restaurant's proximity to

the supplier's distribution center, the number of deliveries scheduled to your area each week, actual transportation costs, and other factors.

Pre-Opening Equipment Purchases. A Chester's Store-in-Store/Non-Trad Restaurant must have the core equipment to bread, fry, and merchandise CHESTER'S menu items and so it will generally purchase the full array of equipment, signage, fixtures, and product inventory applicable to its larger type of Chester's Restaurant before opening at a price range from \$12,000 to \$55,000 depending on the specific venue and items already in place.

A Chester's Supermarket Restaurant franchise must have the core equipment to bread, fry, and merchandise CHESTER'S menu items, but we expect Chester's Supermarket Restaurants will already have most if not all of the core equipment and so it will generally only be required to purchase our branding and packaging items before opening at a price range from \$3,000 to \$6,000.

A Chester's Express Restaurant will need the core equipment necessary to store, warm and merchandise CHESTER'S menu items and so it will generally purchase the full array of equipment, signage, fixtures, and product inventory applicable to its smaller type of Chester's Restaurant before opening at a price range from \$5,000 to \$25,000.

We encourage you to purchase new equipment and fixtures for your Chester's Restaurant. In limited circumstances, we may allow you to purchase the core equipment, signage, fixtures, and supplies from another designated supplier. While we encourage you to purchase new equipment and fixtures, you can purchase used equipment (which need not be purchased from an approved supplier) if it has been in service for less than 2 years and otherwise meets our quality standards.

We currently have a single third-party supplier for all our core equipment, namely, Fortier, Inc., 551 Equity Ave, Conway, AR 72032.

If you cancel your order for various equipment, signage, fixtures, and product inventory within 3 weeks from the estimated shipping date, or after some or all of the products are received by us or our then current third-party vendor, then we or our then current third-party vendor may charge you a product cancellation fee equal to 10% of the total amount that is canceled. If you return any equipment, signage, fixtures, or product inventory to us or our then current third-party vendor at any time, then we or our then current third-party vendor may charge you a restocking fee equal to 20% of the total amount that is returned, plus any freight cost we or our third party vendor incur on your behalf. If we determine that you have failed to participate in the required pre-opening activities as required under your franchise agreement, then in addition to any remedy available to us under the franchise agreement, we or our then current third-party vendor may charge you a one-time storage fee equal to 10% of the total amount of the stored item(s) for storing any equipment, signage, fixtures, or product inventory that you ordered, but that has not yet delivered to your Chester's Restaurant.

On occasion, you may purchase special order equipment from us, our affiliates or our then current third-party equipment suppliers. None of the amounts you pay to us, our affiliates or

our then current third-party equipment suppliers for any special order equipment is returnable and refundable, unless approved in advance by us or our then current third-party equipment suppliers. Special order equipment includes electric and/or gas powered cooking or food holding equipment, any custom signage, and other custom marketing materials.

As detailed in Item 10, we have a program with a third-party equipment lender, Ascentium Capital, a division of Regions Bank (“Ascentium”), to finance the purchase price for certain of the core equipment, signage, fixtures, and supplies you will need for your Chester’s Restaurant (depending on the type of Chester’s Restaurant franchise you purchase).

Proprietary and Other Food Items. We license the Marks to certain unaffiliated suppliers to make and brand the proprietary seasonings and specially-formulated pre-prepared mixes (which includes breading, batter dip, and marinades), sauces, branded fresh and frozen poultry products, frozen potato wedges and paper products (which includes packaging, napkins, cups, and other products used in the operation of the Chester’s Restaurant) (collectively, the “Proprietary Goods”). The suppliers then sell the Proprietary Goods to our designated distributors, and depending on your type of Chester’s Restaurant you must purchase the Proprietary Goods from one or more of our designated distributors.

~~We encourage you to purchase new equipment and fixtures for the Restaurant. We currently are the designated supplier for certain core equipment, signage, fixtures, and supplies (fryers, breading and batter table, hot display case, landing table, and oil removal caddy) approved for use in the Restaurant. We currently sell the core equipment, signage, fixtures, and supplies at a bona fide wholesale price we set from time to time based in part on our current cost. If you obtain financing for core equipment, signage, fixtures, and supplies through Ascentium (see Item 10), the purchase price for core equipment, signage, fixtures, and supplies will be our then current bona fide wholesale price plus an additional 5% to 10% of the purchase price, which is roughly equivalent to the amount that Ascentium will deduct from their payment to us for the core equipment, signage, fixtures, and supplies as part of our arrangement to reduce the interest rate for the financing you obtain through Ascentium. See Item 10.~~

Formulae for proprietary seasonings and specially-formulated pre-prepared mixes are not available to you, other franchisees, or non-designated suppliers. Standards and specifications for other food and paper products are not uniformly issued to franchisees but are available for specific products upon a franchisee’s written request. We determine the standards and specifications for those food and paper products, sometimes in consultation with suppliers, to assure our desired quality of ingredients, size, flavor, and appearance and our desired quantities for each product. We issue and modify standards and specifications through consumer research and internal product testing.

Miscellaneous. We also currently are an approved (but not the only) supplier of marketing materials.

~~In limited circumstances, however, we may allow you to purchase the core equipment, signage, fixtures, and supplies from another designated supplier. We are also an approved (but not the only) supplier for other equipment and fixtures, which are also available through~~

~~designated suppliers. While we encourage you to purchase new equipment and fixtures, you can purchase used equipment (which need not be purchased from an approved supplier) if it has been in service for less than 2 years and otherwise meets our quality standards. Besides the items described above, we also currently are an approved (but not the only) supplier of marketing materials.~~ Except for us, in which our officers indirectly owns an interest, one of our officers owns a non-controlling interest in Wynn's Grain and Spice, LLC, which currently manufactures various consumables and sells those items to us for resale to our franchisees (indirectly through unaffiliated third-party distributors and grocery wholesalers).

~~The cost of food items, ingredients, equipment, furnishings, supplies, materials, and other items may vary among Restaurants. These cost variations are due to your Restaurant's proximity to the supplier's distribution center, the number of deliveries scheduled to your area each week, actual transportation costs, and other factors.~~

Because we currently require you to purchase products only from designated or approved suppliers already established for the CHESTER'S System, or only in compliance with our brand standards and specifications, we will not consider your request to buy from a then-unapproved supplier any product you will use at or sell from the [Chester's](#) Restaurant. Therefore, we currently have no process in place for granting and revoking approval of alternative suppliers and do not issue any criteria for consideration. We have no intention or obligation to approve alternative or additional suppliers for any products.

You must permit us or our agent at any reasonable time to remove samples of food or non-food items from your [Chester's](#) Restaurant without payment to determine whether the samples meet our then-current standards and specifications.

~~Formulae for proprietary seasonings and specially formulated pre-prepared mixes are not available to you, other franchisees, or non-designated suppliers. Standards and specifications for other food and paper products are not uniformly issued to franchisees but are available for specific products upon a franchisee's written request. We determine the standards and specifications for those food and paper products, sometimes in consultation with suppliers, to assure our desired quality of ingredients, size, flavor, and appearance and our desired quantities for each product. We issue and modify standards and specifications through consumer research and internal product testing.~~

We have the right to revoke our approval of particular products or suppliers when we determine that those products or suppliers no longer meet our standards. If we notify you that we have revoked approval of a product or supplier, you must stop selling any disapproved products and stop purchasing from any disapproved supplier. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other franchisees and to use all amounts received without restriction for any purposes we deem appropriate (unless we and our affiliates agree otherwise with the suppliers). Certain suppliers to our franchisees (who sell directly to franchisees or indirectly through distributors in the supply chain) have agreed to pay us license fees on franchisee purchases of shortening products,

blended proprietary items, paper goods, and signs and promotional items. These fees range from 0.5% to 30% of their gross sales depending on the particular item.

During 2024⁵, we received a total of \$~~37,118,501~~^{27,256,380} from ~~direct~~ franchisee purchases of certain equipment and proprietary food products and from purchases by unaffiliated suppliers and grocery wholesalers to whom we sold certain equipment and proprietary food products for resale to our franchisees. That is ~~91.97~~^{88.97}% of our total revenue of \$~~40,358,110~~^{30,632,907}. These figures are from our audited financial statements. Our affiliates did not receive any revenue from ~~direct~~ franchisee purchases and leases during 2024⁵. ~~We~~

If you purchase a Chester's Store-in-Store/Non-Trad Restaurant franchise, we estimate that the cost of your purchases from designated or approved suppliers will be approximately 70% to 95% of the total cost to establish, and approximately 20% to ~~40~~³⁰% of the total annual cost to operate, your Chester's Restaurant.

WeIf you purchase a Chester's Supermarket Restaurant franchise or a Chester's Express Restaurant franchise, we estimate that the cost of your purchases from designated or approved suppliers will be approximately ~~70~~³⁰% to ~~95~~⁵⁰% of the total cost to establish, and approximately 20% to 30% of the total annual cost to operate, your Chester's Restaurant.

We do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using particular suppliers. We negotiate purchase agreements, including price terms, with suppliers for some items described in this Item 8 (shortening, breadings supplies, frozen poultry, potato wedges, paper goods, packaging, and equipment). In doing so, we seek to promote the overall interests of our franchise system and our interests as the franchisor and not the interests of any particular franchisee. There are no purchasing or distribution cooperatives in our system.

If, at any time, we modify our standards for the Chester's Restaurant (to include remodeling or modernization measures) relating to signage, equipment (which may include the CHESTER'S POS system), inventory, fixtures, accessory features, furnishings, design, layout, or maintenance as to your type of Chester's Restaurant (the "Modifications"), you must comply with and complete the Modifications within the timeframe we specify.

Insurance. You must have the types and amounts of insurance coverage appropriate in your market and for ~~the~~your type of Chester's Restaurant's business activities, which must include at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate of comprehensive General Liability coverage, Workers' Compensation coverage providing benefits, as required by applicable law, and Employers' Liability coverage with a limit of not less than One Million Dollars (\$1,000,000) each accident, including occupational disease coverage. The policies must name Chester's International, LLC as an additional insured and provide for a waiver of subrogation in favor of ~~CHESTER'S~~^{Sus}. Your insurance will be primary and any insurance carried by ~~CHESTER'S~~^{Sus} will be excess and non-contributory.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section in agreement	Disclosure document item
a.	Site selection and acquisition/lease	Not Applicable	11 and 12
b.	Pre-opening purchases/leases	5, 6, 8, 9, 10, and 16 of Agreement	5, 7, and 8
c.	Site development and other pre-opening requirements	6 of Agreement	7, 8, and 11
d.	Initial and ongoing training	4 and 7 of Agreement	7 and 11
e.	Opening	6 of Agreement	11
f.	Fees	5, 6, 7, 9, 11, 14, 20, and 22 of Agreement	5, 6, 7, and 11
g.	Compliance with standards and policies/operating manual	6, 8, 10, and 13 of Agreement	8, 11, and 14
h.	Trademarks and proprietary information	12 and 13 of Agreement	8, 13, and 14
i.	Restrictions on products/services offered	8 and 9 of Agreement	8 and 16
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	6, 8, 9, and 10 of Agreement	6, 8, and 16
m.	Maintenance, appearance, and remodeling requirements	6, 8, and 10 of Agreement	8
n.	Insurance	17 of Agreement	7 and 8
o.	Advertising	5, 10, and 16 of Agreement	6, 7, and 11
p.	Indemnification	22 of Agreement	6
q.	Owner's participation/management/staffing	4 and 7 of Agreement	11 and 15
r.	Records and reports	15 of Agreement	11
s.	Inspections and audits	11 of Agreement	11
t.	Transfer	18 of Agreement	17
u.	Renewal	3 of Agreement	17
v.	Post-termination obligations	20 of Agreement	17
w.	Non-competition covenants	14 of Agreement	17
x.	Dispute resolution	26 and 27 of Agreement	17

ITEM 10

FINANCING

We do not guarantee your note, lease or obligation. Except as noted below, we do not currently place financing with anyone and do not receive any payment for the placement of financing. We do not have any past or present practice or intention to sell, assign or discount to any third party, in whole or in part, any financing arrangements. We reserve the right to offer financing or assist franchisees in obtaining financing in the future.

Ascentium Capital Equipment Financing Program.

We have arranged for third-party Ascentium (defined in Item 5) to offer term loans to our franchisees to finance your purchase of certain core equipment, signage, fixtures, and supplies you will need ~~for~~depending on the type of your Chester's Restaurant. A copy of the Ascentium Equipment Finance Agreement (1 page and 2 page versions) and the related prepayment addendums, currently used by Ascentium are attached to this disclosure document as Exhibit G. Key terms of the current Ascentium Equipment Finance Agreement are detailed below.

Franchisees will pay fixed monthly payments of principal and interest accruing on the loan. Interest rates will be fixed at the time the loan is funded based on factors including length of term, loan amount, Ascentium's cost of funds, your credit history and operating history, and other relevant risk factors. These factors will also be considered in setting your monthly loan payment amount. As of the issuance date of this disclosure document, the rate of interest you will pay on each loan from Ascentium is approximately ~~4.99~~2.9% per annum, ~~but Ascentium will actually earn an annual interest rate of approximately 8.50% on each loan because Ascentium will deduct an amount equal to approximately 5% to 10% of the total purchase price for the core equipment, signage, fixtures, and supplies from the amount paid to us as part of our agreement with Ascentium to reduce your annual interest rate from 8.50% to 4.99%, as adjusted from time to time.~~ The interest rate available to franchisees on Ascentium loans may vary over time. We do not receive any fees from Ascentium for referring our franchisees to Ascentium for financing, ~~but as noted above and in Item 10 the total purchase price you pay to us for the core equipment, signage, fixtures, and supplies will be approximately 5% to 10% higher than if you pay us cash or finance through a different third party.~~

Loan terms are typically 60 months but terms from 3 to 6 years may be available (depending upon the circumstances). You may prepay the loan in full but you must pay all unpaid Payments discounted to their present value as of the prepayment date using a per annum discount rate equal to the lower of (i) the interest rate set forth in the Agreement or (ii) 3%. You may not make partial prepayments.

To be eligible for a loan from Ascentium, you must meet the credit requirements of Ascentium. The loan will be secured by the property you are obtaining with the loan proceeds. Ascentium may require as a condition to making any loan that your owners personally guaranty your obligations to Ascentium. You are required to pay Ascentium a \$195 documentation fee for each

loan. Depending on loan amount and collateral requirements, you also may be required to pay a UCC search fee and/or site inspection fee.

You will be in default under your loan if you fail to make payments in a timely manner; if you or any guarantor become insolvent, file a petition in bankruptcy, make an assignment for the benefit of creditors or admit the inability to pay debts as they become due; if you or any guarantor terminate existence or take any action to cease or wind up your business affairs; you otherwise breach or default under any agreement with Ascentium; or you merge, consolidate with, or sell substantially all of your assets or a majority of your ownership interests to any third party without Ascentium's prior written consent.

If you default, Ascentium may, at its election, accelerate and require that you pay all accrued and unpaid amounts outstanding, and all of the remaining payments due under the financing agreement (discounted to present value at the higher of 3% per annum or the lowest rate allowed by law). Ascentium can also take possession of the collateral, sell it and apply the proceeds against what you owe Ascentium after deducting any costs it incurs. You must also pay Ascentium's costs and expenses, including reasonable attorneys' fees, to enforce the financing agreement. If you make a payment late you must pay Ascentium a late charge of 10% of the payment amount (not to exceed the highest rate allowed by applicable law). Ascentium may charge you a return check or return ACH charge of \$30 for any payment which is returned by your bank for any reason (not to exceed the maximum amount permitted by law).

You must insure the collateral, at your cost, against all loss during the term of the loan. If you fail to satisfy your insurance obligations, Ascentium may obtain insurance on its collateral and you must pay Ascentium all charges for obtaining the insurance including its administrative fees.

You waive your right to reduction or set-off against any payments due on the loan and any issues relating to the collateral must be resolved directly with the supplier. Any disputes concerning the loan must be venued in Alabama. You waive your right to a jury trial and to assert improper venue.

Ascentium can assign its rights and interests in the loan and the loan collateral. If it assigns the loan or its interest in the collateral, the rights of the assignee will not be subject to any claims, defenses or set-offs you had against Ascentium.

Your breach of your Ascentium Equipment Finance Agreement may also be a breach of your Agreement with us.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND
TRAINING

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

Pre-Opening Obligations

Before you open your Chester's Restaurant, we (and/or ~~one of~~ our Area Developers) will:

1. Give you information about the Chester's Restaurant's layout requirements and signs. [Agreement — Section 6]
2. Review and approve your plans and specifications for the Chester's Restaurant and conduct a restaurant-readiness review assessment. [Agreement — Section 6]
3. Provide an initial brand standard training program depending on your type of Chester's Restaurant franchise (described below) to instruct you and your employees about required procedures and techniques to operate the Chester's Restaurant. [Agreement — Sections 4 and 7]
4. Give you access to one copy of our confidential manuals (the "Manuals"). [Agreement — Section 13] The Manuals for a ~~CHESTER'S~~ Chester's Restaurant have 140 pages. The table of contents is in Exhibit C.
5. Give you advice regarding operating the Chester's Restaurant and new developments, techniques, and improvements in areas of restaurant management, food preparation, sales promotion, and service. [Agreement — Section 4]
6. ~~Sell you~~ Coordinate your purchase of required and certain other equipment, signage, and various food items. ~~(We depending on your type of Chester's Restaurant franchise. (We coordinate on delivery of these items, or cause with them to be delivered third-party supplier, but are not required to install anything.) [Agreement — Sections 5, 6, and 9]~~

Continuing Obligations

During your operation of the Chester's Restaurant, we (and/or ~~one of~~ our Area Developers) will:

1. Provide periodic brand standard training programs we deem appropriate. [Agreement — Sections 4 and 7]
2. Give you advice regarding operating the Chester's Restaurant and new developments, techniques, and improvements in areas of restaurant management, food preparation, sales promotion, and service. [Agreement — Sections 4 and 8]
3. Prepare point-of-purchase materials for you. [Agreement — Section 5]
4. Periodically inspect the Chester's Restaurant. [Agreement — Section 11]
5. Let you use our Marks. [Agreement — Section 12]
6. Let you use our confidential information. [Agreement — Section 13]

7. ~~Sell you~~^{6.} Coordinate your purchase of required and certain other equipment, signage, and various food items depending on your type of Chester's Restaurant franchise. [Agreement — Sections 6 and 9]

8. Recommend retail prices for the products you prepare and sell at your Chester's Restaurant (we generally do not control your resale prices).

Site Selection

We first must approve your site before signing the Agreement, even if you already have a site picked out for the Chester's Restaurant. When you approach us, we will give you our site-selection criteria for a Restaurant. Factors we consider in evaluating Restaurant sites include (1) a site's visibility from adjacent traffic arteries, (2) ease of entry from and exit to adjacent streets, (3) the size, density, and income levels of population in the surrounding area, (4) the rental market in the area, (5) types of nearby businesses, (6) projected cost of leasehold improvements, and (7) proximity to another ~~franchised~~Chester's Restaurant ~~or to a~~(including Licensed Restaurant or Chester Fried Licensed Restaurants). We must accept all sites before you have the right to sign any lease, sublease, or other document for the site. We will evaluate the information you give us about a site. Our review process might or might not involve a physical site inspection. We will not take an unreasonable amount of time to review your proposed site. However, we need not respond within any particular time. We will either accept or reject your proposed site. We will not unreasonably withhold our acceptance of a site but can reject one we consider inappropriate. Although we have the right to accept or reject a Restaurant's location, we will not select or designate a Restaurant site for you. Therefore, you must actively conduct the site-selection process. You have sole risk for your location's business and financial suitability. As noted above, we will not sign the Agreement if you have not yet located the Chester's Restaurant's site.

We anticipate that it takes approximately 2 to 4 months after the Agreement is signed and you pay the training fee before ~~the~~ Chester's Store-in-Store/Non-Trad Restaurant is ready to open and that approximately 1 to 3 months after the Agreement is signed and you pay the training fee before a Chester's Supermarket Restaurant or Chester's Express Restaurant is ready to open. Factors affecting this timeframe include construction and remodeling schedules; local ordinance and/or building code compliance; schedules for installing equipment and signs; completing brand standard training programs; delivering and stocking inventory; and other events beyond your control. You must open the Chester's Restaurant for business within 180 days after signing the Agreement.

Computer Hardware and Software

You currently have no obligation to buy or use any new electronic cash registers or computer system for the Chester's Restaurant and may use your current systems. However, you must send us monthly reports regarding the Chester's Restaurant's sales, labor costs, and profits in the format we specify. [Agreement — Section 15]

WeIf you purchase a [Chester's Store-in-Store/Non-Trad Restaurant franchise](#), we have the right to require you to obtain (but currently only recommend that you obtain) and use the computer hardware and software, point-of-sale system, printers, tablets, smartphones, and other computer-related accessories and peripheral equipment we periodically specify (the "POS System"). The POS System must permit 24-hours-per-day, 7-days-per-week electronic communications between the [Chester's](#) Restaurant and us. (Agreement — Sections 5, 8, 10, and 15)

The POS System may include all or some of the following: point-of-sale terminals, networking switches, kitchen printers and displays, cash drawers, hand-held terminals, credit card terminals, self-order kiosks, and receipt printers. We estimate the POS System's cost to range from \$2,000 to \$6,000 depending on your [Chester's](#) Restaurant's needs.

The third parties whose computer-related products you buy have no contractual right or obligation to provide ongoing maintenance, repairs, upgrades, or updates unless you obtain a service contract or a warranty that covers the product. We currently do not provide computer-related products and therefore have no such obligations. We estimate the cost of ongoing maintenance, repairs, upgrades, and updates for the POS System to be approximately \$250 to \$325 per month (which is covered by the POS Technology Fee). We have the right to increase the POS Technology Fee upon 90 days' prior written notice, although the monthly fee will not exceed \$350. The POS System generates and maintains sales, menu mix, and other financial information. You must upgrade the POS System, and/or obtain service and support, as we require or when necessary because of technological developments, including complying with PCI Data Security Standards. There are no contractual limitations on the frequency and cost of this obligation. We will have independent, unlimited access to the information the system generates, although not to employee- or employment-related information for your [Chester's](#) Restaurant's employees.

Training

Before the [Chester's](#) Restaurant opens, your manager and the employees we designate must attend and complete our initial brand standard training program to our satisfaction. [Agreement — Sections 4 and 7] The initial brand standard training program [depends on your type of Chester's Restaurant franchise and](#) will occur at the [Chester's](#) Restaurant, so we do not anticipate any travel, lodging, and living expenses for your trainees. You and your employees must pay all expenses incurred in attending brand standard training programs that are not at the [Chester's](#) Restaurant. We have the right to provide additional brand standard training programs we deem appropriate. With our prior written approval, your training managers may train new and additional Restaurant employees.

The initial brand standard training program will last up to 4 days and includes classroom instruction and/or on-the-job training [if you purchase a Chester's Store-in-Store/Non-Trad Restaurant franchise and will last up to 2 days and includes classroom instruction and/or on-the-job training if you purchase a Chester's Supermarket Restaurant franchise or a Chester's Express Restaurant franchise](#). We conduct training on an as-needed basis at your [Chester's](#) Restaurant. Training should be scheduled so that your trainees successfully complete the initial

brand standard training program and graduate about 1 week before the [Chester's](#) Restaurant opens.

Other than the initial brand standard training program discussed above, we generally do not require additional training or refresher courses unless we deem it necessary if your [Chester's](#) Restaurant fails an inspection or is not prepared for training, in our sole discretion, despite indicating otherwise, in which case we may charge you \$1,000 a day for such additional training. If we provide other additional training or refresher training courses upon your request, we reserve the right to charge you an additional training charge based on the nature of such additional training, and you are responsible for expenses incurred in attending additional training or refresher training that is not conducted at the [Chester's](#) Restaurant.

David Wulf has been with us since June 2013. He is the Regional Director – Northeast Region, and previously served as Regional Director – East Region, where he coordinates all of our initial brand standards training programs in that region. Oliver Vereschagin has been with us as Regional Director-West Region since May 2017 and coordinates all of our initial brand standards training programs in that region. Michael Kaspar is the Regional Director – Southeast Region, and previously served as a Territory Performance Manager. Messrs. Wulf, Vereschagin and Kaspar together have over ~~20~~⁷⁷ years of experience in the restaurant industry as General Manager, Certified Training Manager, and Area Supervisor with several quick-service restaurant concepts [as well as other similar management roles in the restaurant industry](#).

Direct supervision of classroom and in-restaurant training is provided by staff and [our](#) Area Developers with previous ~~CHESTER'S~~[Chester's](#) Restaurant management and training experience. Each staff person will train in the particular area(s) in which he or she has experience. Instructional materials include a set of Restaurant Training Guides, handouts, and charts. The subjects currently taught in our brand standard training program are as follows:

TRAINING PROGRAM

[For a Chester's Store-in-Store/Non-Trad Restaurant franchise](#)

Subject	Hours of Classroom Training	~~Hours~~ ^{3 Days} of ~~On-~~ Hands-On ~~The Job~~ Training	Location
Chester's Story and Training Overview	30 minutes	~~0~~	Your Restaurant
Review of Operations Manuals/Recipe Books/Training Guides	30 minutes	~~0~~	Your Restaurant
LSM & Marketing Review	1 hour	~~30 minutes~~	Your Restaurant
MenuBuilder	2 hours	~~0~~	Your Restaurant
Restaurant Management	1 hour	~~0~~	Your Restaurant
Inventory Control/Ordering Guide	30 minutes	~~0~~	Your Restaurant
Training Discussion/Support	1 hour	~~0~~	Your Restaurant

Visit Follow Up			
Customer Service	30 minutes	2 hours	Your Restaurant
Food Preparation Procedures	2 hours	~~3 days~~ <u>8 hours</u>	Your Restaurant
Packaging Procedures	30 minutes	~~3 days~~ <u>hours</u>	Your Restaurant
Filtering and BoilOut of Fryers	30 minutes	~~3 days~~ <u>5 hours</u>	Your Restaurant
Breakfast Preparation (if applicable)	15 minutes	~~3 days~~ <u>Hours</u>	Your Restaurant
Product Preparation	0	~~3 days~~ <u>5 hours</u>	Your Restaurant
Product Specifications and Packaging	0	~~3 days~~ <u>5 hours</u>	Your Restaurant
Customer Service Practicum	0	~~3 days~~ <u>5 hours</u>	Your Restaurant

For a Chester's Supermarket Restaurant franchise or a Chester's Express Restaurant franchise

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>2 Days of Hands-On Training</u>	<u>Location</u>
<u>Chester's Story and Training Overview</u>	<u>30 minutes</u>		<u>Your Restaurant</u>
<u>Review of Operations Manuals/Recipe Books/Training Guides</u>	<u>30 minutes</u>		<u>Your Restaurant</u>
<u>LSM & Marketing Review</u>	<u>1 hour</u>		<u>Your Restaurant</u>
<u>MenuBuilder</u>	<u>2 hours</u>		<u>Your Restaurant</u>
<u>Restaurant Management</u>	<u>1 hour</u>		<u>Your Restaurant</u>
<u>Inventory Control/Ordering Guide</u>	<u>30 minutes</u>		<u>Your Restaurant</u>
<u>Training Discussion/Support Visit Follow Up</u>	<u>1 hour</u>		<u>Your Restaurant</u>
<u>Customer Service</u>	<u>30 minutes</u>	<u>1 hours</u>	<u>Your Restaurant</u>
<u>Food Preparation Procedures</u>	<u>2 hours</u>	<u>4 hours</u>	<u>Your Restaurant</u>
<u>Packaging Procedures</u>	<u>30 minutes</u>	<u>1 hour</u>	<u>Your Restaurant</u>
<u>Filtering and BoilOut of Fryers</u>	<u>30 minutes</u>	<u>3 hours</u>	<u>Your Restaurant</u>
<u>Breakfast Preparation (if applicable)</u>	<u>15 minutes</u>	<u>2 hours</u>	<u>Your Restaurant</u>
<u>Product Preparation</u>	<u>0</u>	<u>3 hours</u>	<u>Your Restaurant</u>
<u>Product Specifications and Packaging</u>	<u>0</u>	<u>1 hour</u>	<u>Your Restaurant</u>
<u>Customer Service Practicum</u>	<u>0</u>	<u>1 hour</u>	<u>Your Restaurant</u>

You will agree in your Agreement that we are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of

work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

Advertising

We do not require franchisees to contribute to or participate in an advertising or marketing fund. You must pay us a quarterly marketing support fee. This is for combination of physical marketing materials that we will prepare and periodically send to you, as well as digital marketing campaigns designed to build brand awareness and drive traffic to your location. We charge \$200 per quarter and have the right to increase the quarterly fee upon 90 days' prior written notice to you (although the quarterly fee will not exceed \$325). ~~We~~

If you purchase a Chester's Store-in-Store/Non-Trad Restaurant franchise, we also have the right to charge you up to \$200 for materials we prepare for each special product offering or promotion.

You also must advertise your Chester's Restaurant at your own expense on a reasonable number of DOT signs on nearby interstates. However, if no DOT signs are available for advertising activities, you need not conduct this advertising until they become available. We and you periodically will discuss and reasonably determine the availability of DOT signs for advertising. We need not spend any amount on advertising in your market area. In all cases, we have the right to review and approve (or disapprove) all advertising and promotional materials you propose to use. You have no right to use any advertising or promotional materials we have not approved or have disapproved. While there is no contractual timeframe within which we must respond, we expect to respond to you within 30 days. You cannot without our prior written approval develop, maintain, or authorize any website that mentions the Marks. [Agreement — Sections 8 and 12]

There currently are no advertising cooperatives or franchisee advertising councils in our System. If we choose to form them (although our Agreement does not address this issue), we likewise would have the power at any time to change, dissolve, or merge them.

ITEM 12

TERRITORY

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You also do not have any type of non-exclusive territory. We and our affiliates have the right at all times during the franchise term to engage in any and all activities we deem appropriate, at any time or place and through any distribution channels we choose (such as the Internet, catalog sales, telemarketing, or other direct marketing sales). We need not pay

you any compensation if we solicit or accept orders from any customers, regardless of their location.

If you operate a Chester's Store-in-Store/Non-Trad Restaurant ~~in-Store franchise~~, you will either operate ~~your Restaurant~~ store-in-store franchise within your existing business premises. ~~If or if~~ you ~~will~~ operate a food court/strip mall franchise or other non-traditional franchise (such as at a sports arena or stadium), you will operate your Chester's Restaurant from a site you lease in a food court, strip mall, sports arena, or stadium.

You will operate your Chester's Supermarket Restaurant or Chester's Express Restaurant inside your existing business.

We have the right to terminate the Agreement if you fail to open the Chester's Restaurant within 180 days after the Agreement's effective date. You have the right to operate only from the accepted location and have no right to relocate within your existing business premises or elsewhere without our prior written permission. Whether we will permit relocation depends on the specific circumstances and what we consider to be in your Chester's Restaurant's and our system's best interests. We do not expect relocation to occur often because the Chester's Restaurant typically is located in your existing business premises. You are not restricted from advertising away from your location if all sales are made at the location. You have the right, with our prior written approval, to solicit sales and orders from your franchised location for delivery to a remote location (including catering). You have no right to use other channels of distribution to make sales away from your location (such as the Internet, catalog sales, telemarketing, or other direct marketing sales) or in any territory.

Except as described below, neither we nor any affiliate has established, or presently intends to establish, other franchised or company-operated restaurants or another distribution channel (such as the Internet, catalog sales, telemarketing, or other direct marketing sales) selling or leasing similar products or services under a different trade name or trademark (although we have the right to do so, as noted above).

As described in Item 1 above, the First Chester's and Giles licensed retail operators operate restaurants or sell chicken products under the ~~CHESTER-FRIED~~ Chester Fried Total Program. We are now the licensor of those Chester Fried Licensed Restaurants. Those retail operators may continue using the ~~CHESTER-FRIED~~ Chester Fried trademark if they satisfy certain standards and procedures. In certain parts of the United States, we may continue allowing certain experienced food-service operators, and chain accounts who already operate one or more Chester Fried Licensed Restaurants, to develop and operate additional Chester Fried Licensed Restaurants. We generally anticipate doing so only when the experienced food-service operator or chain account prefers (for its own business reasons) not to acquire a ~~CHESTER'S~~ Chester's Restaurant franchise.

As further described in Item 1 above, the ~~CHESTER'S~~ existing Chester's Licensed Restaurants use the Marks, including the Primary Mark, to offer and sell our proprietary products similar to a Chester's Supermarket Restaurant so long as they satisfy certain standards and procedures. We are the licensor to the ~~CHESTER'S~~ Chester's Licensed Restaurants. We

currently offer qualified individuals or entities the right to operate ~~CHESTER'S~~Chester's Licensed Restaurants from existing foodservice or restaurant operations. We anticipate entering into license agreements for ~~CHESTER'S~~Chester's Licensed Restaurants with experienced foodservice operators or chain account holders to operate within supermarkets or similar locations.

We do not anticipate any material conflicts (in terms of customers and franchisor support) between the ~~CHESTER'S~~Chester's Restaurant franchises offered in this disclosure document and ~~CHESTER-FRIED~~Chester Fried Licensed Restaurants or ~~CHESTER'S~~former Chester's Licensed Restaurants because the ~~Licensed-R~~estaurants operating at these various locations generally focus on different customer groups. Nevertheless, we will use reasonable efforts to resolve any conflicts that do arise because it is in our best interests to do so.

Besides our franchising activities described in Item 1 and above, we currently sell to our franchisees—either directly or indirectly through unaffiliated third-party distributors and grocery wholesalers who then resell to franchisees—various consumable products (manufactured for us by a third party), including the blended products (breeding, batter dip, and marinades) used to prepare chicken sold under the Marks. We also sell packaging and other paper materials used by franchisees and sell them to unaffiliated third-party distributors and grocery wholesalers for resale to franchisees.

We may also sell to non-Chester's food-service operators (directly or through unaffiliated distributors) chicken cooking equipment that is similar to the equipment you will buy from us or unaffiliated distributors and then use in operating your Chester's Restaurant.

An affiliate of ours, BirdShack, LLC ("BirdShack"), sells chicken-related food products (under the BirdShack name) to non-Chester's food-service operators (directly or through unaffiliated distributors). These operators have no right to use any Mark you have the right to use under your Agreement. They will sell chicken products as a menu item under their own trade names and brands as part of their existing retail foodservice businesses, or under the BirdShack name. These operators sell their chicken products from their own physical premises, although they might engage in some off-premises advertising that competes with your advertising. We do not anticipate any material conflicts between ~~CHESTER'S~~Chester's Restaurant franchises and these other food-service operators in terms of customers and support, although we will use reasonable efforts to resolve any conflicts that do arise. BirdShack's principal place of business currently is the same as ours (1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203).

Besides what we describe above, we sell and may continue to sell equipment to franchisees and have begun selling clothing and merchandise on the Internet, and BirdShack sells and may continue to sell consumable products (breeding, etc.), to food or equipment distributors (as applicable) or directly to restaurant operators that compete with you, although these other operators will not use any trademarks owned by us or our affiliates (other than BirdShack).

You have no options, rights of first refusal, or similar rights to acquire additional franchises. Continuation of your franchise does not depend on your achieving a certain sales volume, market penetration, or other contingency.

ITEM 13 **TRADEMARKS**

You have the right to use certain trademarks, service marks and trade dress (individually, a “Mark” and collectively, the “Marks”) in operating the [Chester’s](#) Restaurant. The principal Mark for ~~CHESTER’S~~[Chester’s](#) Restaurant franchises is CHESTER’S (the “Principal Mark”). The Principal Mark has been in use since 2004, and was registered on the United States Patent and Trademark Office’s (USPTO) Principal Register on November 6, 2007 (Registration Number 3,206,105). We acquired the Principal Mark as part of the merger described in Item 1. The Principal Mark generally covers batter, marinade, breading, and mixes (in International Class 30); restaurant services, food preparation services and take-out food services (in International Class 43); and paper products such as napkins, carry-out boxes, bags, and posters (in International Class 16). We have filed all required affidavits of use for the Principal Mark. We also have renewed the Registration of the Principal Mark (in 2017).

Other related Marks that we own include the following:

Mark	Registration Number	Registration Date	Register	Renewed
~~CHESTER FRIED~~ Chester Fried (And Design) 	1,884,056	03/14/1995	Principal	Yes
CHESTER’S (And Design) 	3,011,320	11/01/2005	Principal	Yes
CHESTER’S (And Design) 	3,050,595	01/24/2006	Principal	Yes
CHESTER’S (And Design)	6901638	11/15/2022	Principal	Not

Mark	Registration Number	Registration Date	Register	Renewed
				Applicable
CHESTER'S CHICKEN ON THE RUN (And Design) 	6828173	08/23/2022	Principal	Not Applicable
CHESTER'S CHICKEN ON THE RUN (And Design) 	6828172	08/23/2022	Principal	Not Applicable
CHESTER'S (And Design) 	7258625	01/02/2024	Principal	Not Applicable
Chester's Cowboy Chicken Logo (Add) 	7258709	01/02/2024	Principal	Not Applicable
CHESTER'S (And Design) (Add) 	7306779	02/13/2024	Principal	Not Applicable
CHESTER'S CLUB	7329563	03/12/2024	Principal	Not Applicable
CHESTER'S CLUB FRYIN SINCE 1952 (And Design)	7329564	03/12/2024	Principal	Not Applicable

Mark	Registration Number	Registration Date	Register	Renewed
(Add) 				
<u>Cowboy Chicken Logo</u> (And Design) (Add) 	<u>7503616</u>	<u>09/10/2024</u>	<u>Principal</u>	<u>Not Applicable</u>
<u>Chester Fried (And Design)</u> (Add) 	<u>8043065</u>	<u>11/25/2025</u>	<u>Principal</u>	<u>Not Applicable</u>

We also have a pending application for the following Mark:

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Register</u>	<u>Renewed</u>
<u>Chester's Express 1952</u> (And Design) (Add) 	<u>99712710</u>	<u>03/19/2026</u>	<u>Principal</u>	<u>N/A</u>

All of these Marks are registered on the USPTO's Principal Register. All required affidavits of use have been filed, and all Registrations of these Marks have been renewed.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service-mark registration and obtaining fictitious or assumed-name registrations required by law. You have no right to use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license to you); in selling any unauthorized products or services; or as part of any unauthorized domain name, homepage, electronic address, or otherwise in connection with a website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state. No agreement limits our right to use or license the Marks.

The Agreement does not require us to protect your right to use the Marks listed above or to protect you against claims of infringement or unfair competition from your use of the Marks. You have no contractual obligation to notify us of any apparent infringement or challenge to your use of any Mark or of any person's claim of any rights in any Mark. In all these cases, we have the right to take the action we deem appropriate (including no action). Because we own the Marks, we would expect to control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. We have no obligation to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a Mark we license to you or if the proceeding is resolved unfavorably toward you. You must cooperate with us in defending or settling litigation. Our Agreement does not address our right to change the Marks during the franchise term.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or patent applications are material to the franchise. We claim copyrights in our Manuals (which contain our trade secrets), Website, menus and menu-boards, construction plans and specifications, advertising materials, specifications, training handbooks, and other items used in operating **CHESTER'S**[Chester's](#) Restaurants. We have not registered these copyrights with the United States Copyright Office but need not do so at this time to protect them. You have the right to use these items only as we specify while operating your [Chester's](#) Restaurant (and must stop using them if we so direct you). We also have developed certain trade dress for the CHESTER'S System in which we claim proprietary rights, including color schemes, patterns, designs, and décor. You might use some aspects of this trade dress at your [Chester's](#) Restaurant.

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the system's best interests. We have the right to 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.

Our Manuals and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). You have no right to use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access. You must keep the Manuals at the [Chester's](#) Restaurant and make sure they are current. If there is a dispute over the Manuals' contents, our master copies control.

You must not, either during or after the franchise term, communicate, divulge, or use for anyone else's benefit any confidential information, knowledge, or know-how concerning the method of operating the [Chester's](#) Restaurant that is communicated to you; techniques; recipes; formulas; processes; designs; financial information; and other information of which you become aware while operating the [Chester's](#) Restaurant. We will disclose proprietary recipes and preparation methods necessary for you to operate the [Chester's](#) Restaurant but need not disclose the contents of proprietary seasonings, ingredients, and mixes purchased from designated or approved suppliers.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE

ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your principal owners need not participate in the [Chester's](#) Restaurant's day-to-day operations, and we do not necessarily recommend that you do so. However, if they do not do so, you must employ a manager to participate in the [Chester's](#) Restaurant's day-to-day operations. Your manager must devote the necessary time and efforts to supervise and conduct the [Chester's](#) Restaurant's operation. Your manager and other Restaurant employees must attend and complete our initial brand standard training program to our satisfaction. All who do so will be considered certified in our brand standard training program. Your manager and other on-site employees need not have an equity interest in the [Chester's](#) Restaurant or you but must agree in writing to preserve confidential information to which they have access. We do not require franchisee owners to sign a guarantee of performance.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all menu items and products, and perform all services, we periodically require for ~~CHESTER'S Restaurants operated at~~ your type of ~~location~~[Chester's Restaurant](#). You have no right to offer or sell any menu items or products, or perform any services, we have not authorized. We have the right periodically to change required and/or authorized menu items and services and equipment specifications (including required use of our designated POS system). There are no limits on our right to do so. Once a menu item, product, or service has become unauthorized, your [Chester's](#) Restaurant no longer may offer or sell it. You must operate the [Chester's](#) Restaurant in compliance with all applicable federal, state, and local laws, ordinances, and regulations. You are not limited in the customers with whom the [Chester's](#) Restaurant does business from its premises.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in franchise or other agreement	Summary
a.	Length of the franchise term	3 of Agreement	5 years for a Chester's Store-in-Store/Non-Trad Restaurant ; 3 years for a Chester's Supermarket Restaurant or Chester's Express Restaurant .
b.	Renewal or extension of the term	3 of Agreement	You have no contractual right to renew or extend the term for a Chester's Store-in-Store/Non-Trad Restaurant . Any renewal or extension is only upon our and your mutual written consent. If you purchase a Chester's Supermarket Restaurant or Chester's Express Restaurant you will be afforded auto-renewals for up to 2 one-year period if you are otherwise in compliance with your Agreement.
c.	Requirements for franchisee to renew or extend	3 of Agreement	If we are willing to renew, you first must correct all deficiencies in the Chester's Restaurant's operation that we identify and upgrade, remodel, and redecorate the Chester's Restaurant to conform to the then-current image of a Chester's Restaurant and the System.

	Provision	Section in franchise or other agreement	Summary
			Because you have no right to renew or extend the Agreement term, if we choose to continue our relationship with you, we have the right to extend the existing Agreement's term for more time or have you sign our then-current form of Agreement, the terms of which may differ materially from those in your existing Agreement.
d.	Termination by franchisee	Not Applicable	You have no contractual right to terminate the Agreement. However, you have the right to terminate the Agreement on any grounds available under applicable state law.
e.	Termination by franchisor without cause	Not Applicable	We have no right to terminate your Agreement without cause.
f.	Termination by franchisor with cause	18 and 19 of Agreement	We have right to terminate only if you breach the Agreement.
g.	"Cause" defined – curable defaults	19 of Agreement	You generally have 20 days to cure all defaults that by their nature can be cured.
h.	"Cause" defined – non-curable defaults	11, 18, and 19 of Agreement	Unapproved transfers and third failed in-Restaurant inspection are not curable defaults.
i.	Franchisee's obligations on termination/non-renewal	20 of Agreement	Obligations include cease operating Restaurant and representing yourself as present or former franchisee; cease using confidential information, Marks, and trade dress; complete de-identification; and payment of amounts due. Also see (r) below.
j.	Assignment of contract by franchisor	18 of Agreement	No restriction on our right to assign; we have the right to assign without your approval.
k.	"Transfer" by franchisee – defined	18 of Agreement	Includes transfer of Agreement, your controlling ownership interest, and your actual management control.
l.	Franchisor approval of transfer by franchisee	18 of Agreement	You have no right to transfer without our prior written consent, which we have the right to grant or withhold as we deem best.
m.	Conditions for franchisor approval of transfer	18 of Agreement	The Agreement does not specify any transfer conditions you must satisfy; we have the right to grant or withhold approval of a proposed transfer as we deem best.
n.	Franchisor's right of first refusal to acquire franchisee's	Not Applicable	The Agreement does not contain this right.

	Provision	Section in franchise or other agreement	Summary
	business		
o.	Franchisor's option to purchase franchisee's business	Not Applicable	The Agreement does not contain this right.
p.	Death or disability of franchisee	Not Applicable	The Agreement does not address this issue.
q.	Non-competition covenants during the term of the franchise	14 of Agreement	You and your owners are not allowed to have any direct or indirect controlling or non-controlling interest as an owner in, or perform services as a director, officer, manager, employee, consultant, representative, or agent for, a Competitive Business at the Chester's Restaurant's location or within a 5-mile radius from the location. "Competitive Business" means (a) business preparing and selling to customers breaded chicken products or the other types of products (e.g., "sides" such as potato wedges) that we require the Chester's Restaurant to prepare and sell as of the Effective Date, including, but not limited to, such businesses as Charley Biggs, Champs Chicken, Krispy Krunchy Chicken, Cooper's Express, Broaster Chicken, and Chicken King, (b) business that includes a "Restaurant-in-Store" unit where the Chester's Restaurant-in-Store unit derives more than twenty-percent (20%) of its revenue from selling chicken, or (c) business granting franchises or licenses to others to operate the types of businesses described in clauses (a) or (b), other than a ~~CHESTER'S~~ Chester's Restaurant operated under an agreement with us.
r.	Non-competition covenants after the franchise is terminated or expires	Not Applicable	The Agreement does not address this issue.
s.	Modification of the agreement	24 of Agreement	No modifications generally unless signed by parties to the Agreement, but we may change Manuals and standards, specifications, and operating procedures.
t.	Integration/merger clause	24 of Agreement	Only the terms of the Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and Agreement may not be

	Provision	Section in franchise or other agreement	Summary
			enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	The Agreement does not contain this provision.
v.	Choice of forum	Not Applicable	The Agreement does not contain this provision.
w.	Choice of law	27 of Agreement	Except for federal law, Alabama law applies (subject to state law).

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Franchise Services, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (800) 646-9403, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

~~All year-end numbers appearing in the tables below are as of December 31 in each year. These tables include all franchised CHESTER'S Restaurants, regardless of the types of locations in which they operate, because they operate under the same brand and sell the same products. (The tables do not include the Licensed Restaurants operated by retail foodservice businesses under the "CHESTER FRIED Total Program.")~~

All year-end numbers appearing in the tables below are as of December 31 in each year.

~~*[Table 1 begins on next page]*~~

Tables No. 1 to 4 only include Chester's Store-in-Store/Non-Trad Restaurants since we did not begin offering the Chester's Supermarket Restaurant franchises or Chester's Express Restaurant franchises until the March 2026. We include projected numbers for all three offerings in three separate Table No. 5 presentations.

Table No. 1

Systemwide Outlet Summary
For years 202~~23~~ to 202~~4~~5

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
~~Franchised~~	~~2022~~	~~1076~~	~~1081~~	~~5~~
<u>Franchised</u>	2023	1081	1002	-79
	2024	1002	994	-8
~~Company-Owned~~	<del>202~~2~~5</del>	~~0994~~	~~0918~~	~~0-76~~
<u>Company-Owned</u>	2023	0	0	0
	2024	0	0	0
~~Total Outlets~~	<del>202~~2~~5</del>	~~10760~~	~~10810~~	~~50~~
<u>Total Outlets</u>	2023	1081	1002	-79
	2024	1002	994	-8
	<u>2025</u>	<u>994</u>	<u>918</u>	<u>-76</u>

*All of the Chester's Restaurants in this chart are Chester's Store-in-Store/Non-Trad Restaurants

Table No. 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 202~~23~~ to 202~~45~~**

State	Year	Number of Transfers
~~Alabama~~	~~2022~~	~~0~~
<u>Alabama</u>	2023	1
	2024	3
	202 ~~25~~	0
~~Alaska~~	~~2023~~	~~0~~
	~~2024~~	~~0~~
~~Arkansas~~	~~2022~~	~~0~~
<u>Arkansas</u>	2023	4
	2024	1
~~Arizona~~	202 ~~25~~	~~0~~ <u>3</u>
<u>Arizona</u>	2023	0
	2024	1
~~California~~	202 ~~25~~	~~0~~ <u>1</u>
<u>California</u>	2023	2
	2024	0
~~Florida~~	202 ~~25~~	~~0~~ <u>2</u>
<u>Florida</u>	2023	1
	2024	0
~~Georgia~~	202 ~~25~~	0
<u>Georgia</u>	2023	1
	2024	2
~~Illinois~~	202 ~~25~~	0
<u>Illinois</u>	2023	0
	2024	1
~~Indiana~~	202 ~~25~~	1
<u>Kansas</u>	2023	0
	~~2024~~	~~0~~
~~Kansas~~	~~2022~~	~~2~~
	~~2023~~	~~0~~
	2024	2
~~Kentucky~~	202 ~~25~~	0
<u>Kentucky</u>	2023	1

State	Year	Number of Transfers
	2024	0
~~Maine~~	202 ~~2~~ 5	0
<u>Maine</u>	2023	1
	2024	1
~~Massachusetts~~	202 ~~2~~ 5	0
<u>Maryland</u>	2023	~~1~~ 0
	2024	0
~~Michigan~~	202 ~~2~~ 5	~~1~~ 0
<u>Massachusetts</u>	2023	~~0~~ 1
	2024	0
~~Mississippi~~	202 ~~2~~ 5	0
<u>Mississippi</u>	2023	2
	2024	2
~~Missouri~~	202 ~~2~~ 5	~~0~~ 2
<u>Missouri</u>	2023	1
	2024	1
~~Nebraska~~	202 ~~2~~ 5	0
<u>Nebraska</u>	2023	0
	2024	1
~~New York~~	202 ~~2~~ 5	0
<u>New Hampshire</u>	2023	~~1~~ 0
	2024	0
~~Nevada~~	202 ~~2~~ 5	1
<u>New York</u>	2023	~~0~~ 1
	2024	0
~~Pennsylvania~~	202 ~~2~~ 5	0
<u>Pennsylvania</u>	2023	1
	2024	0
~~Tennessee~~	202 ~~2~~ 5	0
<u>Tennessee</u>	2023	1
	2024	0
~~Texas~~	202 ~~2~~ 5	0
<u>Texas</u>	2023	1
	2024	0
~~Washington~~	202 ~~2~~ 5	~~1~~ 0
<u>Washington</u>	2023	0
	2024	2
~~Wisconsin~~	202 ~~2~~ 5	~~1~~ 3
<u>Wisconsin</u>	2023	0

State	Year	Number of Transfers
	2024	1
~~Wyoming~~	202 ~~25~~	~~0~~ <u>2</u>
<u>Wyoming</u>	2023	0
	2024	1
~~Total~~	202 ~~25~~	~~7~~ <u>0</u>
<u>Total</u>	2023	19
	2024	19
	<u>2025</u>	<u>15</u>

*All of the Chester's Restaurants in this chart are Chester's Store-in-Store/Non-Trad Restaurants

Table No. 3

**Status of Franchised Outlets
For years 202~~23~~ to 202~~45~~**

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~Alabama~~	202 ~~22~~	~~19~~	~~2~~	~~0~~	~~0~~	~~0~~	~~2~~	~~19~~
<u>Alabama</u>	2023	19	5	1	0	0	0	23
	2024	23	9	1	0	0	1	30
~~Arizona~~	202 ~~25~~	~~10~~ <u>30</u>	~~1~~ <u>5</u>	0	0	0	~~1~~ <u>6</u>	~~10~~ <u>29</u>
<u>Arizona</u>	2023	10	0	0	0	0	1	9
	2024	9	1	0	0	0	1	9
~~Arkansas~~	202 ~~25~~	~~119~~ <u>9</u>	~~16~~ <u>1</u>	0	~~1~~ <u>0</u>	0	3	~~131~~ <u>7</u>
<u>Arkansas</u>	2023	131	11	1	5	0	1	135
	2024	135	6	0	5	0	4	132
~~California~~	202 ~~25~~	~~60~~ <u>132</u>	~~13~~ <u>8</u>	0	0	0	~~4~~ <u>9</u>	~~69~~ <u>131</u>
<u>California</u>	2023	69	4	0	2	0	6	65
	2024	65	9	0	1	0	7	66
~~Colorado~~	202 ~~25~~	~~12~~ <u>66</u>	~~0~~ <u>13</u>	~~0~~ <u>2</u>	~~0~~ <u>1</u>	0	~~0~~ <u>13</u>	~~12~~ <u>63</u>
<u>Colorado</u>	2023	12	1	0	0	0	0	13
	2024	13	2	0	0	0	0	15
~~Connecticut~~	202 ~~25~~	~~3~~ <u>15</u>	~~2~~ <u>1</u>	0	~~0~~ <u>1</u>	0	1	~~4~~ <u>14</u>
<u>Connecticut</u>	202 ~~32~~	4	1	0	0	0	1	4
	202 ~~43~~	4	0	1	0	0	0	3
~~Florida~~	202 ~~25~~	~~12~~ <u>3</u>	~~4~~ <u>1</u>	0	0	0	~~3~~ <u>0</u>	~~13~~ <u>4</u>
<u>Florida</u>	2023	13	1	0	0	0	0	14

State	Year	Outlets at Start of Year	Outlets Open ed	Terminatio n	Non-Re newal	Reacquire d by Franchisor	Ceased Operation s - Other Reasons	Outlets at End of the Year
	2024	14	1	1	1	0	1	12
~~Georgia~~	~~2022~~ <u>25</u>	~~34~~ <u>12</u>	~~31~~	~~0~~ <u>1</u>	0	0	4	~~30~~ <u>8</u>
<u>Georgia</u>	2023	30	2	0	0	0	3	29
	2024	29	6	0	0	0	2	33
~~Idaho~~	~~2022~~ <u>25</u>	~~33~~ <u>33</u>	~~0~~ <u>9</u>	0	0	0	~~0~~ <u>1</u>	~~34~~ <u>1</u>
<u>Idaho</u>	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	1	2
~~Illinois~~	~~2022~~ <u>25</u>	~~45~~ <u>2</u>	~~0~~ <u>2</u>	0	0	0	0	~~45~~ <u>4</u>
<u>Illinois</u>	2023	45	1	0	1	0	0	45
	2024	45	2	0	2	0	5	40
~~Indiana~~	~~2022~~ <u>25</u>	~~23~~ <u>40</u>	~~2~~ <u>1</u>	~~0~~ <u>1</u>	0	0	~~3~~ <u>8</u>	~~22~~ <u>32</u>
<u>Indiana</u>	2023	22	0	0	3	0	4	15
	2024	15	3	0	0	0	1	17
~~Iowa~~	~~2022~~ <u>25</u>	~~60~~ <u>17</u>	3	0	~~1~~ <u>0</u>	0	~~1~~ <u>2</u>	~~61~~ <u>18</u>
<u>Iowa</u>	2023	61	1	1	4	0	4	53
	2024	53	1	0	1	0	2	51
~~Kansas~~	~~2022~~ <u>25</u>	~~41~~ <u>51</u>	~~1~~ <u>0</u>	0	~~0~~ <u>1</u>	0	~~1~~ <u>7</u>	~~41~~ <u>43</u>
<u>Kansas</u>	2023	41	1	0	0	0	0	42
	2024	42	1	0	9	0	1	33
~~Kentucky~~	~~2022~~ <u>25</u>	~~29~~ <u>33</u>	~~3~~ <u>2</u>	0	~~4~~ <u>1</u>	0	~~6~~ <u>9</u>	~~22~~ <u>25</u>
<u>Kentucky</u>	2023	22	0	1	6	0	2	13
	2024	13	4	2	0	0	0	15
~~Louisiana~~	~~2022~~ <u>25</u>	~~14~~ <u>15</u>	~~0~~ <u>1</u>	0	0	0	1	~~13~~ <u>15</u>
<u>Louisiana</u>	2023	13	1	0	0	0	2	12
	2024	12	0	0	1	0	1	10
~~Maine~~	~~2022~~ <u>25</u>	~~24~~ <u>10</u>	2	0	0	0	~~5~~ <u>1</u>	~~24~~ <u>11</u>
<u>Maine</u>	2023	21	2	1	4	0	8	10
	2024	10	0	0	1	0	3	6
~~Maryland~~	~~2022~~ <u>25</u>	~~1~~ <u>6</u>	~~0~~ <u>2</u>	0	0	0	~~0~~ <u>2</u>	~~1~~ <u>6</u>
<u>Maryland</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Massachusetts~~	~~2022~~ <u>25</u>	~~15~~ <u>1</u>	0	0	~~0~~ <u>1</u>	0	0	~~15~~ <u>0</u>
<u>Massachusetts</u>	2023	15	0	0	0	0	1	14
	2024	14	1	0	0	0	0	15
~~Michigan~~	~~2022~~ <u>25</u>	~~33~~ <u>15</u>	~~4~~ <u>1</u>	0	0	0	~~2~~ <u>0</u>	~~35~~ <u>16</u>
<u>Michigan</u>	2023	35	1	0	3	0	2	31
	2024	31	4	0	2	0	0	33
~~Minnesota~~	~~2022~~ <u>25</u>	~~34~~ <u>33</u>	~~1~~ <u>8</u>	0	~~0~~ <u>9</u>	0	~~5~~ <u>2</u>	~~27~~ <u>30</u>

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
<u>Minnesota</u>	2023	27	1	0	5	0	1	22
	2024	22	0	0	1	0	0	21
~~Mississippi~~	2022 ~~5~~	~~45~~ <u>21</u>	~~60~~	0	0	0	~~10~~ <u>6</u>	~~41~~ <u>15</u>
<u>Mississippi</u>	2023	41	5	1	2	0	9	34
	2024	34	5	0	1	0	0	38
~~Missouri~~	2022 ~~5~~	~~63~~ <u>38</u>	6	~~0~~ <u>3</u>	0	0	~~28~~	~~67~~ <u>33</u>
<u>Missouri</u>	2023	67	3	0	11	0	0	59
	2024	59	4	0	5	0	2	56
~~Montana~~	2022 ~~5~~	~~15~~ <u>56</u>	~~0~~ <u>12</u>	~~0~~ <u>1</u>	~~0~~ <u>3</u>	0	~~3~~ <u>13</u>	~~12~~ <u>51</u>
<u>Montana</u>	2023	12	0	0	1	0	0	11
	2024	11	0	0	3	0	0	8
~~Nebraska~~	2022 ~~5~~	~~45~~ <u>8</u>	~~10~~	0	0	0	~~0~~ <u>1</u>	~~46~~ <u>7</u>
<u>Nebraska</u>	2023	46	3	0	0	0	0	49
	2024	49	1	0	4	0	5	41
~~Nevada~~	2022 ~~5~~	~~24~~ <u>1</u>	~~10~~	0	~~0~~ <u>5</u>	0	~~0~~ <u>6</u>	~~33~~ <u>0</u>
<u>Nevada</u>	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	1	3
~~New Hampshire~~	2022 ~~5~~	3	~~10~~	0	~~10~~	0	~~0~~ <u>2</u>	~~31~~
<u>New Hampshire</u>	2023	3	0	0	2	0	0	1
	2024	1	0	0	0	0	0	1
~~New Jersey~~	2022 ~~5~~	~~21~~	~~0~~ <u>1</u>	0	0	0	0	2
<u>New Jersey</u>	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	2	1
~~New Mexico~~	2022 ~~5~~	~~71~~	~~10~~	0	0	0	0	~~81~~
<u>New Mexico</u>	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
~~New York~~	2022 ~~5~~	~~48~~	~~10~~	0	~~10~~	0	1	~~37~~
<u>New York</u>	2023	3	2	0	0	0	0	5
	2024	5	3	0	0	0	1	7
~~North Carolina~~	2022 ~~5~~	~~57~~	~~0~~ <u>3</u>	0	~~0~~ <u>1</u>	0	~~0~~ <u>4</u>	5
<u>North Carolina</u>	2023	5	0	0	0	0	0	5
	2024	5	1	0	0	0	1	5
~~North Dakota~~	2022 ~~5~~	~~13~~ <u>5</u>	~~0~~ <u>1</u>	0	0	0	~~0~~ <u>1</u>	~~13~~ <u>5</u>
<u>North Dakota</u>	2023	13	0	0	0	0	0	13
	2024	13	1	0	0	0	0	14
~~Ohio~~	2022 ~~5~~	14	~~10~~	0	~~10~~	0	1	13
<u>Ohio</u>	2023	13	1	0	2	0	2	10

State	Year	Outlets at Start of Year	Outlets Open ed	Terminatio n	Non-Re newal	Reacquire d by Franchisor	Ceased Operation s - Other Reasons	Outlets at End of the Year
	2024	10	2	0	0	0	1	11
~~Oklahoma~~	2022 ~~5~~	~~24~~ <u>11</u>	~~21~~	0	0	0	~~5~~ <u>6</u>	~~24~~ <u>6</u>
Oklahoma	2023	21	2	2	0	0	0	21
	2024	21	1	0	0	0	1	21
~~Oregon~~	2022 ~~5~~	~~6~~ <u>21</u>	~~0~~ <u>4</u>	0	0	0	~~1~~ <u>9</u>	~~5~~ <u>16</u>
Oregon	2023	5	1	0	0	0	0	6
	2024	6	2	0	1	0	0	7
~~Pennsylvania~~	2022 ~~5~~	~~20~~ <u>7</u>	~~2~~ <u>4</u>	0	0	0	~~4~~ <u>1</u>	~~18~~ <u>10</u>
Pennsylvania	2023	18	0	1	3	0	2	12
	2024	12	2	0	0	0	2	12
~~South Carolina~~	2022 ~~5~~	~~6~~ <u>12</u>	~~2~~ <u>0</u>	0	~~0~~ <u>3</u>	0	0	~~8~~ <u>9</u>
South Carolina	2023	8	1	0	0	0	2	7
	2024	7	1	0	0	0	1	7
~~South Dakota~~	2022 ~~5~~	~~1~~ <u>9</u> <u>7</u>	~~0~~ <u>1</u>	0	~~2~~ <u>0</u>	0	~~2~~ <u>0</u>	~~1~~ <u>5</u> <u>8</u>
South Dakota	2023	15	1	0	0	0	0	16
	2024	16	3	0	1	0	0	18
~~Tennessee~~	2022 ~~5~~	~~3~~ <u>7</u> <u>18</u>	~~5~~ <u>1</u>	0	~~0~~ <u>1</u>	0	~~4~~ <u>3</u>	~~3~~ <u>8</u> <u>15</u>
Tennessee	2023	38	6	0	9	0	6	29
	2024	29	5	0	2	0	1	31
~~Texas~~	2022 ~~5~~	~~6~~ <u>4</u> <u>31</u>	~~7~~ <u>5</u>	~~0~~ <u>3</u>	0	0	~~3~~ <u>5</u>	~~6~~ <u>5</u> <u>28</u>
Texas	2023	65	2	0	1	0	4	62
	2024	62	7	0	0	0	3	66
~~Utah~~	2022 ~~5~~	~~2~~ <u>6</u> <u>6</u>	~~0~~ <u>6</u>	0	0	0	~~0~~ <u>1</u> <u>1</u>	~~2~~ <u>6</u> <u>1</u>
Utah	2023	2	0	0	0	0	1	1
	2024	1	0	0	0	0	0	1
~~Vermont~~	2022 ~~5~~	~~2~~ <u>1</u>	~~0~~ <u>3</u>	0	~~1~~ <u>0</u>	0	0	~~1~~ <u>4</u>
Vermont	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	0	1	1
~~Virginia~~	2022 ~~5~~	~~1~~ <u>0</u> <u>1</u>	2	0	~~1~~ <u>0</u>	0	0	~~1~~ <u>1</u> <u>3</u>
Virginia	2023	11	1	0	0	0	1	11
	2024	11	0	0	0	0	1	10
~~Washington~~	2022 ~~5~~	~~2~~ <u>4</u> <u>10</u>	~~5~~ <u>1</u>	0	~~1~~ <u>0</u>	0	~~3~~ <u>0</u>	~~2~~ <u>5</u> <u>11</u>
Washington	2023	25	3	0	0	0	0	28
	2024	28	8	0	1	0	3	32
~~West Virginia~~	2022 ~~5~~	~~1~~ <u>1</u> <u>32</u>	~~0~~ <u>5</u>	0	~~3~~ <u>0</u>	0	0	~~8~~ <u>3</u> <u>7</u>
West Virginia	2023	8	0	0	1	0	0	7
	2024	7	1	1	0	0	0	7
~~Wisconsin~~	2022 ~~5~~	~~4~~ <u>1</u> <u>7</u>	~~4~~ <u>0</u>	0	~~0~~ <u>3</u>	0	~~2~~ <u>1</u>	~~4~~ <u>3</u> <u>3</u>

State	Year	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Wisconsin	2023	43	3	0	5	0	6	35
	2024	35	2	0	1	0	2	34
~~Wyoming~~	202 ~~23~~ ⁵	~~93~~ ⁴	1	0	~~0~~ ³	0	~~0~~ ²	~~10~~ ³⁰
Wyoming	2023	10	0	0	0	0	0	10
	2024	10	0	0	1	0	1	8
~~Puerto Rico~~	202 ~~23~~ ⁵	~~18~~ ⁷	~~0~~ ²	0	0	0	~~0~~ ¹	~~19~~ ⁹
Puerto Rico	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Total~~	202 ~~23~~ ⁵	~~1,076~~ ¹	~~105~~ ⁰	0	~~170~~ ⁷	0	~~83~~ ⁰	~~1,081~~ ¹
Total	2023	1,081	69	9	70	0	69	1,002
	2024	1,002	100	6	44	0	59	993
	202 ⁵	⁹⁹³	¹²⁰	¹¹	³³	⁰	¹⁵¹	⁹¹⁸

*All of the Chester's Restaurants in this chart are Chester's Store-in-Store/Non-Trad Restaurants

Table No. 4

Status of Company-Owned Outlets
For years 202~~23~~⁵ to 202⁴⁵

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
All States	202 ~~23~~ ⁵	0	0	0	0	0	0
	202 ~~34~~ ⁵	0	0	0	0	0	0
	202 ⁴⁵	0	0	0	0	0	0
Totals	202 ~~23~~ ⁵	0	0	0	0	0	0
	202 ~~34~~ ⁵	0	0	0	0	0	0
	202 ⁴⁵	0	0	0	0	0	0

*All of the Chester's Restaurants in this chart are Chester's Store-in-Store/Non-Trad Restaurants

Table No. 5

Projected Openings As of December 31, 202~~4~~5, for 202~~5~~6

Chester's Store-in-Store/Non-Trad Restaurants

State	~~Agreements~~ <u>Agreement</u> Signed But Restaurants Not Open	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Own ed Restaurants in the Next Fiscal Year
Alabama	1	~~2~~ <u>7</u>	0
~~Arkansas~~ <u>Arizona</u>	~~8~~ <u>0</u>	~~13~~ <u>1</u>	0
~~Arizona~~ <u>Arkansas</u>	~~0~~ <u>6</u>	~~1~~ <u>7</u>	0
California	4	~~14~~ <u>15</u>	0
~~Connecticut~~ <u>Colorado</u>	1	~~2~~ <u>1</u>	0
~~Colorado~~ <u>Connectic</u> <u>ut</u>	~~0~~ <u>2</u>	~~2~~ <u>1</u>	0
~~Florida~~ <u>Delaware</u>	~~0~~ <u>1</u>	~~2~~ <u>0</u>	0
~~Georgia~~ <u>Florida</u>	~~5~~ <u>1</u>	~~12~~ <u>3</u>	0
<u>Georgia</u>	<u>3</u>	<u>8</u>	<u>0</u>
~~Illinois~~ <u>Idaho</u>	0	2	0
<u>Illinois</u>	<u>0</u>	<u>5</u>	<u>0</u>
Indiana	1	~~4~~ <u>5</u>	0
Iowa	~~0~~ <u>3</u>	~~1~~ <u>3</u>	0
Kansas	~~0~~ <u>1</u>	~~1~~ <u>3</u>	0
Kentucky	~~1~~ <u>0</u>	~~5~~ <u>3</u>	0
Louisiana	~~0~~ <u>2</u>	7	0
Maine	~~2~~ <u>0</u>	1	0
Massachusetts	1	2	0
Michigan	~~2~~ <u>5</u>	~~7~~ <u>10</u>	0
Minnesota	0	~~4~~ <u>3</u>	0
Mississippi	3	~~12~~ <u>6</u>	0
Missouri	~~7~~ <u>4</u>	~~12~~ <u>10</u>	0
Nebraska	0	2	0
~~New York~~	~~1~~	~~5~~	~~0~~
~~New~~ ~~Hampshire~~ <u>Nevada</u>	0	1	0
New Jersey	0	1	0

State	~~Agreements~~ <u>Agreement</u> Signed But Restaurants Not Open	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Owned Restaurants in the Next Fiscal Year
New Mexico	0	1	0
~~North Carolina~~ <u>New York</u>	~~1~~ <u>0</u>	4	0
~~North Dakota~~ <u>Carolina</u>	~~0~~ <u>3</u>	~~2~~ <u>4</u>	0
~~Ohio~~ <u>North Dakota</u>	~~1~~ <u>0</u>	~~3~~ <u>1</u>	0
~~Oklahoma~~ <u>Ohio</u>	~~1~~ <u>0</u>	~~6~~ <u>5</u>	0
~~Oregon~~ <u>Oklahoma</u>	~~0~~ <u>3</u>	7	0
~~Pennsylvania~~ <u>Oregon</u>	~~0~~ <u>1</u>	~~1~~ <u>4</u>	0
~~South Carolina~~ <u>Pennsylvania</u>	~~0~~ <u>1</u>	~~2~~ <u>5</u>	0
<u>South Carolina</u>	<u>1</u>	<u>4</u>	<u>0</u>
South Dakota	0	1	0
Tennessee	~~4~~ <u>3</u>	~~12~~ <u>11</u>	0
Texas	~~1~~ <u>4</u>	10	0
Utah	~~1~~ <u>0</u>	1	0
Vermont	0	1	0
Virginia	~~1~~ <u>0</u>	~~2~~ <u>3</u>	0
Washington	~~1~~ <u>0</u>	~~7~~ <u>3</u>	0
West Virginia	0	~~1~~ <u>5</u>	0
Wisconsin	~~0~~ <u>2</u>	~~5~~ <u>4</u>	0
Wyoming	~~0~~ <u>2</u>	~~1~~ <u>2</u>	0
Totals	~~48~~ <u>59</u>	~~182~~ <u>3</u>	0

Projected Openings As of December 31, 2025, for 2026

Chester's Supermarket Restaurants

<u>State</u>	<u>Agreement</u> <u>Signed But</u> <u>Restaurants</u> <u>Not Open</u>	<u>Projected New</u> <u>Franchised</u> <u>Restaurants in</u> <u>the Next</u> <u>Fiscal Year</u>	<u>Projected New</u> <u>Company-Owned</u> <u>Restaurants in</u> <u>the Next Fiscal</u> <u>Year</u>
<u>All States</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Totals</u>	<u>0</u>	<u>0</u>	<u>0</u>

Projected Openings As of December 31, 2025, for 2026

Chester's Express Restaurants

<u>State</u>	<u>Agreement Signed But Restaurants Not Open</u>	<u>Projected New Franchised Restaurants in the Next Fiscal Year</u>	<u>Projected New Company-Owned Restaurants in the Next Fiscal Year</u>
<u>All States</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Totals</u>	<u>0</u>	<u>0</u>	<u>0</u>

Exhibit E lists all ~~CHESTER'S~~Chester's Restaurant franchisees and the addresses and telephone numbers of their Restaurants (or prospective Restaurants noted with an asterisk) as of December 31, 2024~~5~~5. Exhibit E also lists the names, city and state, and current business telephone numbers (or, if unknown, the last known home telephone numbers) of the ~~CHESTER'S~~Chester's Restaurant franchisees who had outlets terminated, cancelled, or not renewed or otherwise voluntarily or involuntarily ceased to do business under our Agreement from January 1, 2024~~5~~5 to December 31, 2024~~5~~5. There are no franchisees who have not communicated with us within 10 weeks of this disclosure document's issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system. There are no trademark-specific franchisee organizations associated with the CHESTER'S franchise system.

ITEM 21
FINANCIAL STATEMENTS

Exhibit D contains our audited balance sheets as of December 31, 2025, 2024, ~~2023~~, and 2023, and our audited statements of income, member equity, and cash flows for the fiscal years ended December 31, 2025, 2024, and 2023~~, and 2022~~.

ITEM 22
CONTRACTS

The following agreements are Exhibits to this disclosure document:

Exhibit B — CHESTER'S~~S~~S Restaurant Agreement and Addendum to Chester's Restaurant Agreement

Exhibit F — State-Specific Riders to CHESTER’S Restaurant Agreement

Exhibit G — Ascentium Capital Financing Program Documents

ITEM 23
RECEIPTS

Our and your copies of the Franchise Disclosure Document Receipt are located at the last 2 pages of this disclosure document.

EXHIBIT A

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

State	Franchise Administrator	Agent for Service of Process
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 or (866) 275-2677 Website: http://www.dfpi.ca.gov/ Email: Ask.DFPI@dfpi.ca.gov
Hawaii	Commissioner of Securities Dept. of Commerce & Consumer Affairs Business Registration Division 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722	Commissioner of Securities 335 Merchant Street, Room 205 Honolulu, HI 96813 808-586-2722
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 217-782-4465	Attorney General 500 South Second Street Springfield, IL 62701 217-782-4465
Indiana	Secretary of State, Securities Division 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681	Secretary of State 302 West Washington, Room E-111 Indianapolis, IN 46204 317-232-6681
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360
Michigan	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622	Michigan Office of Attorney General Consumer Protection Division Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, MI 48909 517-373-7622
Minnesota	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500	Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101 651-539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21 st Floor New York, NY 10005 212-416-8222	New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 518-473-2492

State	Franchise Administrator	Agent for Service of Process
North Dakota	North Dakota <u>Insurance &</u> Securities Department 600 ~~E. East~~ Boulevard Avenue, <u>Dept. 401</u> ~~State Capitol, 14th Floor, Dept 414~~ Bismarck, ~~ND North Dakota~~ 58505-0510 ~~701-328-4712~~ <u>Phone 701-328-2910</u>	~~Securities~~ <u>Insurance</u> Commissioner North Dakota <u>Insurance &</u> Securities Department 600 ~~E. East~~ Boulevard Avenue, <u>Dept. 401</u> ~~State Capitol, 14th Floor, Dept 414~~ Bismarck, ~~ND North Dakota~~ 58505-0510 ~~701-328-4712~~ <u>Phone 701-328-2910</u>
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 401-462-9527	Director of Department of Business Regulation, Securities Division 1511 Pontiac Avenue, Bldg. 69-2 Cranston, RI 02920 401-462-9527
South Dakota	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid, 2nd Floor Pierre, SD 57501 605-773-3563	Division of Insurance Securities Regulation 124 S. Euclid, 2 nd Floor Pierre, SD 57501 605-773-3563
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 804-371-9733
Washington	Securities Division, Department of Financial Institutions PO Box 41200 Olympia, WA 98504-1200	Director of Dept. of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139	Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT B

CHESTER'S RESTAURANT AGREEMENT



This Agreement (the "**Agreement**") is made and entered into as of _____, 20__ ("**Effective Date**") between Chester's International, LLC, an Alabama limited liability company whose principal business address is 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203 ("**we**," "**us**," or "**our**"), and _____ ("**you**" or "**your**") for a CHESTER'S@the following type of Chester's Restaurant to be operated at _____ (the "**Location**"):

[CHECK APPLICABLE BOX]

☐ A Chester's Store-in-Store/Non-Trad Restaurant ☐ A Chester's Supermarket Restaurant ☐ A Chester's Express Restaurant

1. **Chester's System.** We have developed and own a distinctive system (the "**Chester's System**") for establishing and operating quick-service restaurants and "grab-n-go" concepts, including distinctive design, color schemes and layout; a special selection of menu items; procedures and techniques for food preparation, packaging, and presentation; methods of inventory and operation; and distinctive advertising and promotional programs; all of which we may change and further develop from time to time. We identify the Chester's System by certain trademarks and logos, including CHESTER'S® ("**Marks**"). You desire to operate a restaurant under the Chester's System and to obtain a license from us for that purpose.

2. **License Grant.** We hereby grant you the right and license, and you undertake the obligation, to operate a CHESTER'S restaurant at the Location (the "**Restaurant**") for the term specified below in association with the Marks and in compliance with the Chester's System. This license is non-exclusive. You have no territorial protection. We and our affiliates reserve the right at all times during this Agreement's term to engage in any and all activities that we deem appropriate, at any time or place, without any restrictions.

3. **Term.** This Agreement's term is five (5) years from the Effective Date. You agree to operate the Restaurant for the full five (5) year term. We and you may renew or extend the license at the end of the five (5) year term only upon mutual written consent, which neither party is required to give. We will not consent to any renewal or extension (if we otherwise are inclined to grant a renewal or extension) unless you (a) correct any deficiencies in your operation of the Restaurant that we identify and (b) upgrade, remodel and redecorate the Restaurant's premises as we specify to conform to the current image of a Chester's Restaurant and the Chester's System.

4. **Our Advice and Assistance.** We will provide an initial brand standard training program at the Location to instruct you and your employees on proper Restaurant procedures and techniques. We may provide additional training programs we deem appropriate. We will advise you as we deem appropriate regarding the Restaurant's operation and new developments, techniques, and improvements in areas of Restaurant management, food preparation, sales promotion, and service.

5. **Fees.**

(a) **Training Fee.** You must pay us a \$3,500 training fee, due upon the Effective Date of this Agreement. The training fee is not refundable under any circumstances, as it is earned upon receipt. Payment is due by credit card or automated clearing house ("**ACH**") transfer (and you must sign our payment authorization form attached to this Agreement as Exhibit A).

(b) **Marketing Support Fee.** You must pay us a \$200 fee four (4) times per year on the dates we designate for a combination of physical marketing materials that we will prepare and periodically send to you, as well as digital marketing campaigns designed to build brand awareness and drive traffic to the Location. Payment is due by credit card or ACH transfer. If we decide to implement special offerings or promotions for CHESTER'S Restaurants during the course of the year (e.g., "limited-time-offerings"), we also may send you supplemental marketing materials and other items relating to those special offerings, for each of which we currently may require you to pay us up to \$200 per special offering or promotion. We may increase the quarterly Marketing Support Fee upon 90 days' prior written notice to you, although that quarterly fee will not exceed \$325 per quarter.

(c) **POS Technology Fee.** If you choose to purchase for the Restaurant the POS System hardware that we recommend (but currently do not require), we estimate that you will have to pay us \$250 to \$325 per month as a POS Technology Fee. Payment is due by credit card or ACH transfer. You also must pay us a POS Technology Fee if during this Agreement's term we require you to obtain the Chester's POS System for the Restaurant as part of its required operating equipment. We may increase this POS Technology Fee upon 90 days' prior written notice to you, although the monthly fee will not exceed \$350.

6. **Restaurant Development and Restaurant Readiness Review.** You are responsible for developing the Restaurant in compliance with the Chester's System and ensuring that all plans and specifications comply with our requirements, applicable laws, and lease requirements. You must provide, and we have the right to review and approve, all plans and specifications before you begin developing the Restaurant. You must buy or lease all required fixtures, furniture, equipment, and signs for the Restaurant and an opening inventory of required and authorized products, materials, and supplies. You may not open the Restaurant for business without our prior written approval, which approval is subject to your Restaurant's satisfactory completion of our restaurant readiness review assessment. If we determine in our sole judgment that we must undertake more than one restaurant readiness review for your Restaurant, then we may, at our option, charge you for the costs and expenses that we incur in conducting such restaurant readiness review. Our rights and remedies under the immediately-preceding sentence are in addition to, and do not limit, our other rights and remedies under this Agreement and applicable law. You also may not open the Restaurant for business until all construction requirements are satisfied. However, you must open the Restaurant for business within one hundred eighty (180) days after the Effective Date. You acknowledge that no approvals, consents, waivers, conditions, or the like by us or our agents or brokers (whether under this Section or otherwise) warrant the success of the Restaurant or the appropriateness or suitability of the particular items or matters so approved.

7. **Training.** Once we determine in our sole judgment that the Restaurant has satisfactorily completed our restaurant readiness review process, then certain of your employees (the number and level of which we may specify) must satisfactorily complete our initial brand standard training program at the Location before the Restaurant may begin operations. With our prior written approval, your trained managers may train new and additional Restaurant employees. We may charge you for additional or special guidance, assistance, or training you need or request. We have the right to charge you \$1,000 per day for any additional training we deem necessary if and after the Restaurant fails an inspection, including not being

prepared for a training, in Chester's sole discretion, despite indicating otherwise. Payment is due by credit card or ACH transfer once we notify you of the failed inspection.

8. **Operational Standards.** As specified in the Manuals (as defined herein) You must operate the Restaurant in compliance with our prescribed standards of quality, cleanliness, appearance, and service; maintain in sufficient supply, and use at all times, only the ingredients, products, materials, supplies, and paper goods that conform to our standards and specifications; offer for sale only the menu items, products, and services that we have expressly approved in writing; discontinue selling any menu items, products, or services that we disapprove in writing; use only those methods of food handling, preparation, and packaging that we specify; and comply with all federal, state, and local laws, rules, and regulations. We have the right from time-to-time to change required product offerings and equipment specifications (including required use of the Chester's POS System), which will take effect upon delivery of notice to you. Should you fail to maintain and be compliant with our operational standards, subject to applicable law, we may instruct our suppliers and/or distributors to temporarily discontinue your product orders and deliveries to the Location until you make a good faith effort, in our sole discretion, to become compliant with our operational standards.

9. **Sourcing.** You must purchase all food items, ingredients, equipment, furnishings, supplies, materials, and other items used or offered for sale at the Restaurant only from suppliers (including manufacturers, distributors, and other sources) that satisfy our then-current standards and specifications specified in the Manuals (as defined herein); possess adequate quality controls and capacity to supply your needs promptly and reliably; and have received our approval. With respect to our and our affiliates' trade secret or proprietary food products and other branded items, we have the right to limit suppliers to us, our affiliates and/or other specified exclusive sources, in which case you must acquire those trade secret or proprietary food products and other branded items during this Agreement's term only from us, our affiliates and/or the other specified exclusive sources at the prices we or they decide to charge. We and our affiliates have the right to receive payments from suppliers on account of their actual or prospective dealings with you and other licensees and to use all amounts we receive without restriction for any purposes we deem appropriate (unless we and our affiliates agree otherwise with the suppliers).

10. **Branded Items.** All advertising and promotional materials, signs, decorations, paper goods (including disposable food containers, napkins, and menus), forms, stationery, and other items used in connection with the Restaurant's operation must bear the Marks in the form, color, location, and manner we specify. If, at any time, we modify our standards for the Restaurant (to include remodeling or modernization measures) related or pertaining to signage, equipment (which may include the Chester's POS System), inventory, fixtures, accessory features, furnishings, design, layout, or maintenance (the "**Modifications**"), you agree to comply with and complete the Modifications within the timeframe we specify.

11. **Inspections.** We and our agents or other designated third-party representatives acting on our behalf have the right to enter the Location at any time during regular business hours (which you must provide to your Chester's Representative at the time of opening) to conduct inspections. You agree to cooperate with our representatives during those inspections. We have the right to conduct additional in-Restaurant visits if the Restaurant fails any inspection surveys, the Restaurant is temporarily closed, or you interfere with the inspection process. We have the right to charge you \$300 for each required revisit. Payment is due by credit card or ACH transfer upon delivery of notice to you. Upon the third failed in-Restaurant inspection survey, we reserve the right to terminate this Agreement, at which time your post-term obligations will commence as stated in Section 20 of this Agreement.

12. **Use of Marks.** You may use only the Marks we designate and may use them only in the manner we authorize. You must obtain our prior written approval of all your proposed uses of the Marks. Your right to use the Marks ends automatically when this Agreement expires or is earlier terminated. We own all of the Marks and the goodwill associated with them and have the sole right to protect and defend them as we deem appropriate. You may never contest the validity or our ownership of the Marks.

Unless expressly authorized to do so in writing, you agree you will not: (i) use or display the Marks in relation to any business or activity other than the operation of the Restaurant; (ii) use any trademark, trade name, service mark, logo, other commercial symbol, or trade dress, other than the Marks, as a primary identifier of the Restaurant; (iii) offer the products, equipment, services, supplies, or merchandise contemplated herein or any others, under the Marks, except as set forth in this Agreement; (iv) use or display the Marks in any form, manner, or location that has not been expressly authorized; (v) use or register any Mark, any part of any Mark, or anything similar, as part of your name or the name of any entity related to your activities or as part of any internet domain name, home page, social media site name, electronic address, user name, or like name; (vi) use any Mark in any manner that may injure or disparage us or our reputation; or (vii) take any action that may harm or jeopardize any Mark, or our ownership of such Mark, in any way.

13. **Manuals and Maintaining Confidentiality.** You will operate the Restaurant in compliance with our confidential manuals, policy statements, directives, bulletins and memoranda that contain prescribed or recommended standards, procedures, policies and advice (collectively, the "**Manuals**"). The Manuals and the information they contain are proprietary and confidential, and you must use reasonable efforts to maintain their confidentiality. You may not during or after this Agreement's term communicate, divulge, or use for anyone else's benefit any confidential information, knowledge, or know-how concerning the Chester's System. We and you agree that any materials, guidance, or assistance that we provide with respect to employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials do not form part of the mandatory operational standards. You will determine to what extent, if any, these materials, guidance, or assistance should apply to your employees. You acknowledge that we do not dictate or control labor or employment matters for licensees and their employees. You are solely responsible for determining the terms and conditions of employment for all of your employees, for all decisions concerning the hiring, firing and discipline of your employees, and for all other aspects of your Restaurant's labor relations and employment practices. We and you are not joint employers of your employees and other personnel. We do not and will not share or codetermine any of your employees' essential terms and conditions of employment. More specifically, in no case do we have any authority to determine or set your employees': (1) wages, benefits, and other compensation; (2) hours of work and scheduling; (3) the assignment of duties to be performed; (4) the supervision of the performance of duties; (5) work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) the tenure of employment, including hiring and discharge; and/or (7) working conditions related to the safety and health of employees. You alone have sole authority to determine any or all your employees' essential terms and conditions of employment.

14. **Competitive Business.** In this Agreement, the term "**Competitive Business**" means any (a) business preparing and selling to customers breaded chicken products or the other types of products (e.g., "sides" such as potato wedges) that we require the Restaurant to prepare and sell as of the Effective Date, including, but not limited to, such businesses as Charley Biggs, Champs Chicken, Krispy Krunchy Chicken, Cooper's Express, Broaster Chicken, and Chicken King, (b) business that includes a "Restaurant-in-Store" unit where the Restaurant-in-Store unit derives more than twenty-percent (20%) of its revenue from selling chicken, or (c) business granting franchises or licenses to others to operate the types of businesses described in clauses (a) or (b), other than a CHESTER'S Restaurant operated under an agreement with us. During this Agreement's term, you agree that neither you nor your owners will have any direct or indirect, controlling or non-controlling interest as an owner in, or perform services as a director, officer, manager, employee, consultant, representative, or agent for, a Competitive Business at the Location or within a five (5)-mile radius from the Location.

For each violation of this restriction on the operation of a Competitive Business, you acknowledge that we will suffer substantial Brand Damages. "Brand Damages" means, among other things, lost market penetration and goodwill, loss of CHESTER'S Restaurant representation in the Location's market area, customer confusion, lost opportunity costs, and expenses that we will incur in developing or finding another operator to develop another CHESTER'S Restaurant in the Location's market area. We and you acknowledge that Brand Damages are difficult to estimate accurately, and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Therefore, for each violation of the restriction on the operation of a Competitive Business, you must pay us in a lump sum, on or before the date we specify, liquidated damages equal to Ten-Thousand Dollars (\$10,000). Payment is due by credit card or ACH transfer. You agree that these liquidated damages represent the best estimate of our Brand Damages arising from each violation of the restriction on the operation of a Competitive Business. Your payment of the liquidated damages to us will not be considered a penalty but, rather, a reasonable estimate of fair compensation to us for the Brand Damages we will incur. You acknowledge that your payment of liquidated damages is full compensation to us only for the Brand Damages and is in addition to, and not in lieu of, your obligations to pay other amounts due to us under this Agreement and to comply strictly with all other contractual obligations.

15. **Reporting.** You must send us monthly reports regarding the Restaurant's sales, labor costs, and profits in the format we specify (other than employee-related information). If you purchase the Restaurant POS System hardware that we recommend (but do not currently require), or if during this Agreement's term we require you to obtain the Chester's POS System for the Restaurant as part of its required operating equipment, you also must pay us the POS Technology Fee we specify in Section 5(c) and provide us with independent, unlimited access to the information the System generates (although not to employee- or employment-related information for your Restaurant's employees).

16. **Advertising.** ~~You must advertise the Restaurant, at your own expense, on a reasonable number of DOT signs on nearby interstates. However, if no such DOT signs are available for such advertising activities as of this Agreement's Effective Date, you need not conduct this type of advertising until the DOT signs become available. We and you periodically will discuss and reasonably determine the availability of DOT signs for advertising.~~ Regardless of where you operate your Restaurant, we may review and approve (or disapprove) all advertising and promotional materials you propose to use that we have not prepared for CHESTER'S Restaurants and sent you (and for which we charge you the fees specified in Section 5(b) above). You may not use any advertising or promotional materials that we have not approved or have disapproved. You may not develop, maintain, or authorize any website that mentions the Marks. You may not misrepresent Chester's products in any advertising, including representing or giving a reasonable person the reason to believe that Chester's products are Halal or Kosher whether or not any component of a Chester's product may be considered Halal or Kosher. Additionally, you agree to make reasonable efforts to promote Chester's via third-party delivery service(s), where available, to drive sales and brand awareness. Lastly, Chester's may advertise your Restaurant on Chester's website store locator as well as create an internet search engine listing for your Restaurant as long as the Restaurant adheres to the standards herein, subject to Chester's sole discretion.

17. **Insurance.** You must obtain and maintain the types and amounts of insurance coverage appropriate in your market for the Restaurant's business activities, which must include at least \$1 million per occurrence and \$2 million in the annual aggregate of comprehensive general liability coverage, Workers' Compensation coverage providing benefits, as required by applicable law, and Employers' Liability coverage with a limit of not less than \$1 million each accident, including occupational disease coverage. Your comprehensive general liability policy must name Chester's International, LLC as an additional insured and provide for a waiver of subrogation in favor of us. Your insurance will be primary and any insurance carried by us will be excess and non-contributory. You must notify us, at contracts@chestersinternational.com, of any claims involving the CHESTER'S brand and receive prior approval from us to settle any such claims.

Certificates of Insurance evidencing the required insurance coverages and limits, and reflecting the waiver of subrogation, primary and non-contributing coverage and additional insured requirements described in this Paragraph shall be furnished to CHESTER'S prior to the Effective Date and annually thereafter. You shall give thirty (30) days' prior written notice to CHESTER'S of cancellation, non-renewal, or material change in ~~coverage, scope, or amount of~~ any policy. Certificates of Insurance shall list the following as certificate holder: Chester's International, LLC, 1531 3rd Ave North, Suite 110, Birmingham, AL 35203.

18. **Assignment.** We may change our ownership or form and/or assign this Agreement to a third party without restriction. If we assign this Agreement, we will have no liability for events or performance arising after the effective date of the assignment. You may not transfer this Agreement without our prior written consent, which we may grant or withhold as we deem best. If your controlling ownership interest or actual management control is transferred, or if you sell substantially all of your assets, that will be considered a transfer of this Agreement for purposes of our approval rights. If such a transfer occurs without our approval, we may terminate this Agreement, effective immediately upon delivery of notice.

19. **Termination.** In addition to our termination rights in Section 18, we may terminate this Agreement, effective immediately upon delivery of notice to you, if you fail to comply with any provision of this Agreement or any other agreement or promissory note with us or our affiliates and you do not correct that failure within twenty (20) days after our delivery of notice of default. If your default is by nature non-curable, we may terminate this Agreement without giving you any opportunity to cure. You have no contractual right to terminate this Agreement. The parties shall not be liable for any delay in or impairment of performance resulting in whole or in part from an event beyond the parties' reasonable control, including: natural disasters, fire, flood, severe weather, pandemic, disease epidemic, crop failure or lack of ingredients; embargoes, trade restrictions, or other acts of government; explosions, riots, wars, or acts of terrorism; strikes, lockouts, or labor disruptions; and shortages of transportation equipment, fuel, or labor (each, a "FME"). Notwithstanding anything to the contrary herein, if you are unable to fulfill your obligations in this Agreement herein due to an FME, we agree to engage in good faith discussions to come to a mutually acceptable resolution; provided that if the parties are unable to mutually agree on a resolution within 45 days of entering into such discussions, we may terminate the Agreement effective immediately. In no case may an FME last more than 180 days.

20. **Post-Term Obligations.** When this Agreement expires or is terminated, you must immediately stop operating the Restaurant under the Chester's System and Marks; not thereafter represent to the public or hold yourself out as a present or former licensee of ours; immediately and permanently stop using any confidential methods, procedures, and techniques associated with the Chester's System and Marks; follow our instructions to de-identify the Restaurant from the Chester's System within the timeframe we specify; promptly pay all monies due to us and our affiliates; immediately deliver to us (at no cost to us) all Manuals, brochures, invoices, and other materials bearing the Marks. You will have 30 business days to show that you have completed all payment and Restaurant-specific physical de-branding obligations (the other obligations are immediate and continuing). If you fail to comply with the payment and Restaurant-specific physical de-branding obligations within 30 business days, you must pay us a \$10,000 fee. Payment is due by credit card or ACH transfer. If you fail to comply with your de-branding obligations within the aforementioned timeframe, you agree to permit our third-party agent access to your premises to remove Chester's Marks from the Location. All of our and your (and your owners) obligations under this Agreement which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until these obligations are satisfied in full or by their nature expire.

21. **Paying Taxes.** You must promptly pay when due all taxes incurred in operating the Restaurant. You agree to notify us in writing within 10 days after the commencement of any action, suit, or proceeding that may adversely affect the Restaurant's operation or financial condition or the Marks.

22. **Indemnification.** You agree to indemnify, defend, and hold harmless us and our officers, directors, owners, and employees against any and all claims and damages arising directly or indirectly from, as a result of, or in connection with your operation of the Restaurant (including attorneys' fees incurred in defending them). We and you are entering this Agreement with the intent and expectation that we and you are and will be independent contractors. We and you are not and do not intend to be partners, joint venturers, associates, or employees of the other in any way, and we (and our affiliates) will not be construed to be jointly liable for any of your acts or omissions under any circumstances. We (and our affiliates) are not the employer or joint employer of the Restaurant's employees. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, Restaurant personnel, and others as the Restaurant's independent owner and operator. You also agree to communicate clearly with your employees in employment agreements, manuals, handbooks, and other materials that you, and not we or our affiliates, are the employer of all Restaurant employees.

23. **Notices.** Unless otherwise required herein, All notices and other formal communications required or permitted under this Agreement shall be in writing and deemed properly delivered (a) on the day delivered, if delivered personally, or (b) three (3) business days after being mailed, if mailed first class, postage prepaid, registered or certified mail, return receipt requested, (c) one business day after drop-off, if sent via a reputable overnight courier service, to us at the address on page one of this Agreement or to you at the Location, or (d) at the time delivered via electronic communication if the sender has confirmation of successful transmission. Any party may change its address for notices by written notice given as provided in this Section.

24. **Entire Agreement.** This Agreement and the Manuals (which may be periodically modified) constitute the entire, full, and complete agreement between us and you concerning the subject matter of this Agreement and supersede all prior agreements, no other representations having induced you to sign this Agreement. Subject to our right to modify the Manuals and Chester's System, no amendment, change, or variance from this Agreement will be binding on either party unless mutually agreed to in writing by the parties' authorized officers or agents. Nothing in this Agreement or in any related agreement is intended to disclaim the representations we made in our franchise disclosure document (if required to have been delivered to you).

25. **Severability.** If, for any reason, any provision or part of a provision in this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, that will not impair the operation of, or otherwise affect, the rest of this Agreement that remains intelligible, which will continue to be given full force and effect and bind the parties.

26. **Waiver of Punitive Damages and Jury Trial.** EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD-PARTY CLAIMS, AND EXCEPT FOR OUR CLAIMS AGAINST YOU FOR MISUSE OF OUR INTELLECTUAL PROPERTY, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN YOU AND US, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER YOU OR US.

27. **Governing Law.** Except to the extent governed by United States federal law, this Agreement, the license, and all claims arising from or relating to the relationship between you and us shall be governed, interpreted, and construed under the laws of the State of Alabama, without reference to principles of conflicts of law. However, if the laws of the state where the Restaurant is located require interpretation and construction of this Agreement pursuant to the laws of that state, then this Agreement shall be deemed modified to comply with the applicable provision of that state law regarding such interpretation and construction.

28. **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 registration/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 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.

29. **Additional Representations.**

FOR ALL STATES EXCEPT CALIFORNIA AND NEW YORK

[YOU ARE TO INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF BOTH ARE APPLICABLE. IF BOTH ARE NOT APPLICABLE, PLEASE CONSULT YOUR CHESTER'S REPRESENTATIVE.]

____ You represent as of the date of this Agreement that you, any of your current directors or principal officers, or any current directors or principal officers of your parent or affiliate has more than two (2) years of experience at any time in the past in the same type of business represented by this Agreement.

____ We and you have a reasonable basis to anticipate, as of the date of this Agreement, that your sales arising from our relationship with you will not exceed 20% of your total dollar value in sales during the first year of your operation under this Agreement and indefinitely afterward.

By initialing the two (2) representations above, you acknowledge that we are entering into this Agreement in reliance on your representations.]

FOR CALIFORNIA AND NEW YORK ONLY

[If you will operate your Restaurant in **California or New York**, you represent as of the date of this Agreement that:

YOU ARE TO INITIAL THE FOLLOWING REPRESENTATIONS ONLY IF ALL ARE APPLICABLE:

____ For at least the last twenty-four (24) months prior to the date of this Agreement, you or, if you are an entity, any of your existing officers, directors, or managing agents who have held such position with you for at least the last twenty-four (24) months, have been engaged in a business offering products or services substantially similar or related to those to be offered by you at the Restaurant.

____ The new products or services you will offer at the Restaurant are substantially similar or related to the products or services being offered by you at your existing business that you operate at the Location.

____ The Restaurant is to be operated at the Location, which is the same business location as your existing business.

_____ We and you anticipate, in good faith, as of the date of this Agreement, that your sales resulting from our relationship with you will not represent more than twenty percent (20%) of your total sales in dollar volume from the Location on an annual basis

_____ You are not controlled by us.

By initialing the five (5) representations above, you acknowledge that we are entering into this Agreement in reliance on your representations.]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Agreement on the day and year first above written.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company

By: _____

Title

Dated

LICENSEE: _____
Company Name

By: _____

Printed Name

Title

Dated

Exhibit A
Chester's Payment Authorization Form
~~(Effective Upon Execution)~~

NOT TO BE USED FOR OPENING EQUIPMENT ORDERS UNLESS SEPARATELY AUTHORIZED

This Payment Authorization Form is attached to and made a part of the Agreement between Chester's and the undersigned.

1. Purpose

This Exhibit sets forth the Licensee's authorization for Chester's and/or its designated third-party payment processor ("Processor") to collect, process, and store Licensee's payment information for all amounts due to Chester's under the Agreement.

2. Authorization to Provide Payment Information

Licensee agrees to timely provide Chester's and/or the Processor with all information reasonably required to enable automated payment processing. Such information may include, without limitation:

<u>Bank name and address</u>	<u>Bank account number and routing/ABA number</u>
<u>Credit or debit card number, expiration date, and security/CVV code</u>	<u>Billing address and cardholder name</u>
<u>Any additional documentation required by the Processor to verify the account or authorize recurring charges</u>	

Licensee shall provide this information using the forms, secure online portals, or other methods designated by the Processor.

3. Authorization for Automatic Debits and Charges

Licensee hereby authorizes Chester's and the Processor to automatically initiate debits or charges to the bank account(s) or credit/debit card(s) provided by Licensee for any amounts due under the Agreement, including recurring and one-time payments. This authorization applies to:

~~Authorization Given For~~ ~~Each of The Following:~~			
~~Marketing Support Fees~~			
~~LTO (Limited Time Offering) Materials and Products~~			
~~POS Technology~~ <u>Training</u> Fee	<u>Marketing Support Fee</u>	<u>Limited Time Offering Materials</u>	<u>POS Technology Fee</u>
In-Store Inspection Survey ~~Failure Re-Visits~~ <u>Revisits</u>	<u>Re-trainings by a Chester's rep</u>	<u>Post-Term Obligation Fee</u>	<u>Re-orders of equipment</u>
~~Re-Trainings Conducted by a Chester's Representative~~			
~~Post Term Obligation Fee~~			
Re-Orders of ~~E~~ quipment, ~~E~~ quipment ~~P~~ arts, ~~G~~ raphics, and ~~U~~ niforms through Chester's ~~International, LLC~~			

Licensee acknowledges that Chester's may change Processors at any time and that this authorization applies to any successor Processor.

4. Accuracy and Updates

Licensee represents and warrants that all payment information provided is accurate and relates to an account or card for which Licensee has full authority to authorize debits or charges. Licensee shall promptly update Chester's and/or the Processor of any change in account or card information; notify Chester's in writing of any bank account changes at least **10 days** before such changes become effective; and ensure that sufficient funds or available credit remain in the designated account to cover all charges. Chester's shall not be liable for any fees or penalties assessed by Licensee's financial institution due to insufficient funds, credit limits, or other issues on Licensee's account.

5. Revocation

This authorization shall remain in effect for the entire term of the Agreement and any renewals. Licensee may not revoke this authorization without Chester's prior written consent. Revocation without consent shall constitute a material breach of the Agreement.

6. Privacy and Security

Licensee acknowledges that Chester's may share Licensee's payment information with the Processor solely for the purpose of facilitating payment. Chester's will not store or retain full bank account or card numbers except as permitted by law and required for payment processing. All payment information shall be collected and stored by the Processor in accordance with applicable data-security standards, which may include PCI-DSS compliance for card transactions.

7. Indemnification

Licensee shall indemnify, defend, and hold Chester's harmless from any claims, losses, fees, or damages arising out of Licensee's failure to maintain accurate payment information, insufficient funds or declined transactions, or Licensee's improper revocation of this authorization.

By signing below, Licensee acknowledges and agrees that this Exhibit is incorporated into the Agreement; automated payment processing is a material condition of the Agreement; and all authorizations granted herein are valid and enforceable for the full duration of the Agreement.

LICENSEE: _____
Company Name

~~Bank Name _____ (attach voided check for verification)~~

~~**OPTION 2 – CREDIT CARD (3.5% FEE ON ALL CREDIT CARD CHARGES)**~~

Card Billing Address:

~~I hereby authorize the payment method indicated above for the items listed in this Exhibit A for my Chester's-
Restaurant location:~~

Licensee hereby authorizes Chester's International LLC or a third party designated by Chester's International LLC to charge the designated credit card and/or Licensee hereby authorizes Chester's to initiate debit entries to the Account indicated above at the bank or other financial institution named above and to debit the same to such account. Licensee acknowledges that the origination of the ACH transactions to the Account must comply with the provisions of U.S. Law.

Date

Summary report: Litera Compare for Word 11.9.0.82 Document comparison done on 4/6/2026 10:47:10 AM	
Style name: Franchise	
Intelligent Table Comparison: Active	
Original DMS: nd://4867-7179-6642/5/2026 Chester's form Franchise Agreement - FINAL April 6, 2026.docx	
Modified DMS: nd://4867-7179-6642/8/2026 Chester's form Franchise Agreement - FINAL April 6, 2026.docx	
Changes:	
<u>Add</u>	55
~~Delete~~	40
~~Move From~~	0
<u>Move To</u>	0
<u>Table Insert</u>	8
~~Table Delete~~	5
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	108

EXHIBIT C

TABLES OF CONTENTS OF MANUALS

CHESTER'S OPERATIONS MANUAL

Table of Contents

1. Section 1 – Financial Management – 29 pages
2. Section 2 – Store Control – 21 pages
3. Section 3 – Prep Procedures – 19 pages
4. Section 4 – Customer Service – 19 pages
5. Section 5 – Sanitation and Cleaning – 29 pages

Operations Forms Included:

Temperature Log Breakfast and Lunch – 2 pages

Manager's Walk Checklist – 1 page

Opening and Closing Checklist – 1 page

Store Excellence Visit Guide – 19 pages

EXHIBIT D

FINANCIAL STATEMENTS

CHESTER'S INTERNATIONAL, LLC AND SUBSIDIARY
CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

CHESTER'S INTERNATIONAL, LLC
TABLE OF CONTENTS
DECEMBER 31, 2025 AND 2024

INDEPENDENT AUDITORS' REPORT	1
CONSOLIDATED FINANCIAL STATEMENTS	
Consolidated Balance Sheets	3
Consolidated Statements of Income and Members' Equity	4
Consolidated Statements of Cash Flows	5
Notes to the Consolidated Financial Statements	6

INDEPENDENT AUDITORS' REPORT

To the Members
Chester's International, LLC

Opinion

We have audited the accompanying consolidated financial statements of Chester's International, LLC (an Alabama limited liability company), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of income and members' equity and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Chester's International, LLC as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Chester's International, LLC 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 accounting principles generally accepted in the United States of America, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of the 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 Chester's International, LLC's ability to continue as a going concern within 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 generally accepted auditing standards 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, including omissions, 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 generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- 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 audits 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 Chester's International, LLC'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 Chester's International, LLC'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 audits, significant audit findings and certain internal control related matters that we identified during the audits.

Warren Averett, LLC

Birmingham, Alabama
March 16, 2026

CHESTER'S INTERNATIONAL, LLC
CONSOLIDATED BALANCE SHEETS
DECEMBER 31, 2025 AND 2024

	2025	2024
ASSETS		
CURRENT ASSETS		
Cash	\$ 3,043,971	\$ 2,154,968
Accounts receivable, net	2,244,935	1,656,584
Other receivables	-	421,459
Due from related parties	1,355,291	1,354,649
Prepaid expenses and other current assets	545,585	139,284
Total current assets	7,189,782	5,726,944
PROPERTY AND EQUIPMENT, NET	1,086,390	1,100,082
OPERATING LEASE RIGHT-OF-USE ASSETS, NET	1,621,533	1,631,103
GOODWILL, NET	968,194	1,290,926
TOTAL ASSETS	<u>\$ 10,865,899</u>	<u>\$ 9,749,055</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 847,895	\$ 1,070,100
Accrued liabilities	1,685,342	2,070,417
Customer deposits	633,970	361,152
Current maturities of long-term debt	543,754	480,225
Current portion of operating lease liability	172,181	121,564
Unearned franchise fees	141,200	190,950
Total current liabilities	4,024,342	4,294,408
LONG-TERM LIABILITIES		
Other long-term liabilities	-	174,238
Operating lease liabilities, less current portion	1,658,862	1,720,489
Long-term debt	430,231	1,511,526
Total long-term liabilities	2,089,093	3,406,253
TOTAL LIABILITIES	6,113,435	7,700,661
MEMBERS' EQUITY	4,752,464	2,048,394
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 10,865,899</u>	<u>\$ 9,749,055</u>

See notes to the consolidated financial statements.

CHESTER'S INTERNATIONAL, LLC
CONSOLIDATED STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
REVENUES:		
Product sales	\$ 9,234,413	\$ 27,795,916
Supply chain programs	21,011,273	12,316,194
Franchise fees	387,221	246,000
	<u>30,632,907</u>	<u>40,358,110</u>
OPERATING EXPENSES:		
Cost of product sales	8,866,870	21,752,259
Advertising expenses	262,448	199,081
Selling, general and administrative expenses	16,918,022	15,340,272
Depreciation and amortization	478,573	522,927
	<u>26,525,913</u>	<u>37,814,539</u>
OPERATING INCOME	4,106,994	2,543,571
OTHER (EXPENSE) INCOME		
Loss on distributor agreement termination	-	(2,514,311)
Interest income	51,034	92,633
Other expense	(27,346)	(10,032)
Interest expense	(109,468)	(181,560)
Total other expense	<u>(85,780)</u>	<u>(2,613,270)</u>
NET INCOME (LOSS)	4,021,214	(69,699)
MEMBERS' EQUITY AT BEGINNING OF YEAR	2,048,394	4,861,345
DISTRIBUTIONS	<u>(1,317,144)</u>	<u>(2,743,252)</u>
MEMBERS' EQUITY AT END OF YEAR	<u><u>\$ 4,752,464</u></u>	<u><u>\$ 2,048,394</u></u>

See notes to the consolidated financial statements.

CHESTER'S INTERNATIONAL, LLC
CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2025 AND 2024

	<u>2025</u>	<u>2024</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	\$ 4,021,214	\$ (69,699)
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on disposal of fixed assets	25,742	9,969
Amortization and depreciation	478,573	522,927
Amortization of operating lease right-of-use assets	152,417	189,709
Changes in operating assets and liabilities:		
Accounts receivable	(588,351)	3,642,762
Other receivables	421,459	(421,459)
Due from related parties	(642)	(237,110)
Inventories	-	1,247,308
Prepaid expenses and other current assets	(406,301)	(89,469)
Accounts payable	(222,205)	(1,834,402)
Accrued liabilities	(385,075)	784,862
Customer deposits	272,818	(248,670)
Operating lease liabilities	(153,857)	(181,240)
Unearned franchise fees	(49,750)	54,450
Other long-term liabilities	(174,238)	174,238
Net cash provided by operating activities:	<u>3,391,804</u>	<u>3,544,176</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment	<u>(167,891)</u>	<u>(401,074)</u>
Net cash used in investing activities	<u>(167,891)</u>	<u>(401,074)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(1,017,766)	(1,186,667)
Proceeds from long-term debt	-	426,111
Distribution to members	<u>(1,317,144)</u>	<u>(2,743,252)</u>
Net cash used in financing activities	<u>(2,334,910)</u>	<u>(3,503,808)</u>
INCREASE (DECREASE) IN CASH	889,003	(360,706)
CASH AT BEGINNING OF YEAR	<u>2,154,968</u>	<u>2,515,674</u>
CASH AT END OF YEAR	<u>\$ 3,043,971</u>	<u>\$ 2,154,968</u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOWS INFORMATION:		
Cash paid during the year for interest	<u>\$ 109,468</u>	<u>\$ 181,560</u>
Decrease to operating lease right-of-use assets due to contract terminations	<u>\$ -</u>	<u>\$ 391,533</u>
Additions to operating lease right-of-use assets obtained from operating lease liabilities	<u>\$ 142,847</u>	<u>\$ -</u>

See notes to the consolidated financial statements.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

1. NATURE OF OPERATIONS

Description of Business

Chester's International, LLC and Subsidiary (the Company) franchises quick-serve chicken and sides restaurants under the Chester's brand. The Company also oversees supply chain programs and coordinates the sourcing and distribution of food products and equipment to its franchisees.

Franchise Operations

The Company executes store-level franchise agreements, which set out the terms of the arrangements with the franchisees for units operated by third parties. The Company's franchise agreements typically require the franchisee to pay an initial, nonrefundable fee upon an individual store opening. Subject to Company approval, a franchisee may generally renew the franchise agreement upon its expiration. There were 1,012 franchises in operation at December 31, 2025 (992 at December 31, 2024). There were no franchisor-owned outlets in operation at December 31, 2025 and 2024.

Supply Chain Distribution

To maintain and improve supply and distribution to franchisees, the Company transitioned from handling distribution operations and, effective May 2024, entered into agreements with third parties to manage the procurement and distribution of foodservice items and equipment for restaurant operations. The Company does receive orders directly from a limited number of customers.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Financial Statement Presentation

The consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Company includes accounts of its wholly owned subsidiary, Chester's Personnel, LLC. All intercompany balances and transactions have been eliminated in the accompanying consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America (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 amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

Accounts receivable consist of trade receivables from customers and are stated at the amount the Company expects to collect, net of allowance. Accounts receivable also includes other receivables primarily related to rebate, incentive and corporate funding programs with suppliers. The Company

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

extends credit based on an evaluation of the customer's financial condition. Exposure to loss on receivables is principally dependent on each customer's financial condition. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. Management analyzes delinquent receivables on a continuing basis and, once any receivables are determined to be uncollectible, they are written off through a charge against the allowance. As of December 31, 2025 and 2024, the Company has recorded an allowance for credit losses of \$32,027 and \$7,726, respectively.

Property and Equipment

Property and equipment are stated at cost. Additions and improvements to property and equipment are capitalized at cost, while maintenance and repairs are charged to operations when incurred. Depreciation is computed under the straight-line method over the following estimated useful lives:

<u>Item</u>	<u>Estimated Useful Life</u>
Furniture and equipment	5 – 7 years
Vehicles	5 years

Leasehold improvements are generally amortized on a straight-line basis over the lesser of the lease term or the estimated useful life of the asset.

Leases

The Company initially measures the lease liability at the present value of payments expected to be made during the lease term. The right-of-use lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

Key estimates and judgments related to leases include how the Company determines: (1) the discount rate used to discount the expected lease payments to present value, (2) lease term and (3) lease payments. The Company uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Company generally uses the risk-free interest rate as the discount rate for leases. The lease term includes the noncancellable period of the lease, as well as expected renewal terms. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The Company monitors changes in circumstances that would require a remeasurement of its leases and will remeasure right-of-use lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability.

Goodwill

The Company has adopted the accounting alternative that permits nonpublic entities to elect to amortize goodwill on a straight-line basis over ten years. Goodwill is assigned to specific reporting

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

units and is reviewed for possible impairment annually or more frequently if events or circumstances indicated that a reporting unit's carrying amount is greater than its fair value. An impairment loss is recognized to the extent the carrying amount of goodwill exceeds its estimated fair value. There were no impairment charges recorded in years 2025 and 2024.

Unearned Franchise Fees

Unearned franchise fees consist of initial franchise fees as a result of an individual franchise location sale to third parties and are recognized upon opening of the franchise.

Revenue Recognition

Product Sales

The Company generates product sales from a limited number of customers that place direct orders for food and related products. The Company recognizes revenue when the performance obligation is satisfied, which primarily occurs at a point when goods or services have been delivered. The timing of satisfaction of the performance obligation is not subject to significant judgment. Revenue is measured as the amount of consideration the Company expects to be entitled to receive in exchange for those goods or services.

The Company establishes pricing and directs the sourcing, fulfillment, and delivery of products to customers. The Company is primarily responsible for fulfilling the promise to provide the products, has discretion in supplier selection and fulfillment methods, and is the contracting party with the customer. Accordingly, the Company is deemed to be the principal in these transactions and recognizes product sales revenue on a gross basis when control of the product transfers to the customer, which generally occurs upon shipment or delivery in accordance with contractual terms.

Supply Chain Programs

The Company participates in supply chain programs that primarily consist of corporate funding programs and supplier incentive arrangements associated with distributor product purchases. Under these arrangements, a third-party supply chain service provider purchases and distributes products to approved distributors and collects supply chain program funding amounts on the Company's behalf.

The Company concluded that it does not act as the principal with respect to product sales under these arrangements, as it does not obtain control of the products prior to transfer to distributors. Accordingly, the Company does not recognize revenue for product sales on a gross basis. Revenue related to corporate funding and incentive programs is recognized net and recorded within other revenue at the point in time when the related distributor sales occur and the Company's right to consideration becomes fixed.

Franchise Fees

Franchise agreements typically require an upfront franchise fee paid upon the opening of a store. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective. The Company has determined that the services provided in exchange for upfront franchise fees, which primarily relate to preopening support, are distinct from the ongoing services provided to franchisees and have adopted the practical expedient to allow treatment of certain preopening services to be distinct from the franchise license.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

Sales tax collected from customers is not included in revenue but rather recorded as a liability due to the respective taxing authorities.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection and delivery of products to customers and are included in selling and administrative expenses in the statements of income and members' equity.

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2025 and 2024, was \$262,448 and \$199,081, respectively.

Income Taxes

The Company is a limited liability company for federal income tax purposes and has elected under Section 701 of the Internal Revenue Code (IRC) to have its income or loss taxed directly to the members. Accordingly, no income tax provision is required.

The Company assesses its uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. The Company has assessed its uncertain tax positions and determined that it does not have any positions at December 31, 2025 and 2024, that it would be unable to substantiate. The Company has filed tax returns through 2024.

Subsequent Events

For the year ended December 31, 2025, the Company has evaluated subsequent events for potential recognition and disclosure through March 16, 2026, the date at which the consolidated financial statements were available to be issued.

3. PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	<u>2025</u>	<u>2024</u>
Furniture and equipment	\$ 585,152	\$ 536,084
Leasehold improvements	1,057,727	1,057,728
Vehicles	<u>40,000</u>	<u>40,000</u>
	1,682,879	1,633,812
Less accumulated depreciation	<u>(596,489)</u>	<u>(533,730)</u>
	<u><u>\$ 1,086,390</u></u>	<u><u>\$ 1,100,082</u></u>

Depreciation expense for the years ended December 31, 2025 and 2024, was \$155,842 and \$169,673 , respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

4. GOODWILL AND INTANGIBLE ASSETS

At December 31, changes in the carrying amount of goodwill consist of the following:

	<u>2025</u>	<u>2024</u>
Goodwill	\$ 3,227,314	\$ 3,227,314
Less accumulated amortization	<u>(2,259,120)</u>	<u>(1,936,388)</u>
	<u><u>\$ 968,194</u></u>	<u><u>\$ 1,290,926</u></u>

Future projected amortization of goodwill is summarized as follows:

For the Years Ending December 31,

2026	\$ 322,731
2027	322,731
2028	<u>322,732</u>
	<u><u>\$ 968,194</u></u>

Goodwill amortization expense for both years ended December 31, 2025 and 2024, was \$322,731.

At December 31, 2025 and 2024, the Company had intangible assets of \$389,009 and \$30,523 included in prepaid and other current assets in the accompanying balance sheets. Amortization expense for the years ended December 31, 2025 and 2024, was \$0 and \$30,523, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

5. LONG-TERM DEBT

The Company has a credit agreement (the Agreement), as amended, with a financial institution and has the following outstanding debt:

	<u>2025</u>	<u>2024</u>
Term loan – interest is payable at 7.25%. The note matures in December 2028, collateralized by certain business assets	\$ 318,462	\$ 718,235
Term loan – interest is payable at prime rate minus 0.25%. Matures in October 2028, collateralized by certain business assets	343,996	732,745
Tenant improvement loan – interest is payable at prime rate minus 0.25%. Matures in October 2028, collateralized by certain business assets	<u>311,527</u>	<u>540,771</u>
	973,985	1,991,751
Less current maturities	<u>543,754</u>	<u>480,225</u>
	<u><u>\$ 430,231</u></u>	<u><u>\$ 1,511,526</u></u>

Maturities of long-term debt are as follows:

2026	\$ 543,754
2027	335,031
2028	<u>95,200</u>
	<u><u>\$ 973,985</u></u>

The Agreement includes a revolving loan for maximum borrowings up to \$1,000,000 that matures December 31, 2026. Interest is calculated at the greater of 5% or Prime rate plus 1% (8.5% at December 31, 2025 and 2024) and secured by essentially all business assets. There were no amounts outstanding under the revolving loan as of December 31, 2025 and 2024. The revolving loan matures on December 31, 2026.

As part of the Agreement, the Company is required to comply with financial and nonfinancial covenants. Management believes it was in compliance with all covenants as of December 31, 2025 and 2024.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

6. LEASES

The Company leases its administrative and warehouse facilities under noncancelable operating lease agreements having terms in excess of one year expiring through 2034.

The following summarizes the weighted average remaining lease term and discount rate as of December 31, 2025 and 2024:

	<u>2025</u>	<u>2024</u>
Weighted Average Remaining Lease Term	7.78 years	9.09 years
Weighted Average Discount Rate	8.30%	8.50%

Future maturities of lease liabilities as of December 31, 2025, were as follows:

For the Years Ending December 31,

2026	\$ 315,175
2027	316,372
2028	326,565
2029	292,661
2030	298,514
Thereafter	<u>958,286</u>
	2,507,573
Less interest	<u>676,530</u>
Present value of lease liabilities	<u><u>\$ 1,831,043</u></u>

For the years ended December 31, 2025 and 2024, the operating lease expense included in the statements of income and members' equity in selling and administrative expenses was \$349,670 and \$577,398, respectively.

7. COMMITMENTS AND CONTINGENCIES

Purchase Commitments

The Company periodically enters into purchase commitments to purchase certain products in the normal course of business. Management believes that the commitments in excess of future requirements, if any, will not have a material impact on the Company's financial condition or results of operations.

Employment Agreements

The Company has employment agreements with certain employees. These agreements provide for a base salary level, as well as incentive bonuses based on the Company's annual income, and

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

certain other benefits, including severance packages. All amounts incurred by the Company related to these agreements have been properly accrued at December 31, 2025 and 2024.

Legal Matters

From time to time, the Company is subject to various legal claims arising in the normal course of business. Based on the information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on the Company's financial position or its results of operations.

Risk Management

The Company is exposed to risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; material disasters; and product liability. The Company carries commercial insurance for risks of loss.

8. RETIREMENT PLAN

The Company offers retirement benefits covering certain employees under the shared services agreement with a related party. The Company matches employees' contributions based on a percentage of salary contributed by participants. The Company matching contributions are fully vested at the time of the match. The Company made contributions to the plan of \$59,830 and \$31,591 during 2025 and 2024, respectively.

9. CONCENTRATIONS

Approximately 37% of sales were to one third-party distributor during 2024. During the year ended December 31, 2025, approximately 56% of costs from suppliers were attributable to three suppliers. During the year ended December 31, 2024, approximately 14% of costs from suppliers were attributable to one related-party supplier. As of December 31, 2025, three customers accounted for approximately 55% of accounts receivable, and as of December 31, 2024, one customer accounted for approximately 24% of accounts receivable.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
DECEMBER 31, 2025 AND 2024

10. RELATED PARTY TRANSACTIONS

The Company enters into a number of transactions with certain entities with common ownership and other related parties. The following table summarizes these transactions:

	<u>2025</u>	<u>2024</u>
Purchase of inventory and other goods	<u>\$ -</u>	<u>\$ 4,209,907</u>
Rental expense	<u>\$ 30,187</u>	<u>\$ -</u>

At December 31, the balances from and to related parties consist of the following:

	<u>2025</u>	<u>2024</u>
Related party receivables	<u>\$ 1,355,291</u>	<u>\$ 1,354,649</u>
Related party payables (included in accounts payable)	<u>\$ -</u>	<u>\$ 670,506</u>

The above terms and amounts are not necessarily indicative of the terms and amounts that would have been incurred had comparable transactions been entered into with independent parties.

CHESTER'S INTERNATIONAL, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2024 AND 2023



www.warrenaverett.com

The report accompanying this deliverable was issued
by Warren Averett, LLC.

CHESTER'S INTERNATIONAL, LLC
TABLE OF CONTENTS
DECEMBER 31, 2024 AND 2023

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Income and Members' Equity	4
Statements of Cash Flows	5
Notes to the Financial Statements	6

INDEPENDENT AUDITORS' REPORT

To the Members
Chester's International, LLC

Opinion

We have audited the accompanying financial statements of Chester's International, LLC (an Alabama limited liability company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Chester's International, LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Chester's International, LLC 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 Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the 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 generally accepted auditing standards 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, including omissions, 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 financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audits.
- Identify and assess the risks of material misstatement of the 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 financial statements.
- Obtain an understanding of internal control relevant to the audits 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 Chester's International, LLC'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 financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Chester's International, LLC'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 audits, significant audit findings and certain internal control related matters that we identified during the audits.

Warren Averett, LLC

Birmingham, Alabama
April 16, 2025

CHESTER'S INTERNATIONAL, LLC
BALANCE SHEETS
DECEMBER 31, 2024 AND 2023

	2024	2023
ASSETS		
CURRENT ASSETS		
Cash	\$ 2,154,968	\$ 2,515,674
Accounts receivable, net	1,656,584	5,299,346
Other receivables	421,459	-
Due from related parties	1,354,649	1,117,539
Inventories	-	1,247,308
Prepaid expenses and other current assets	139,284	80,338
Total current assets	5,726,944	10,260,205
PROPERTY AND EQUIPMENT, NET	1,100,082	878,650
OPERATING LEASE RIGHT-OF-USE ASSETS, NET	1,631,103	1,820,812
GOODWILL, NET	1,290,926	1,613,657
TOTAL ASSETS	<u>\$ 9,749,055</u>	<u>\$ 14,573,324</u>
LIABILITIES AND MEMBERS' EQUITY		
CURRENT LIABILITIES		
Accounts payable	\$ 1,070,100	\$ 2,904,502
Accrued liabilities	2,070,417	1,285,555
Customer deposits	361,152	609,822
Current maturities of long-term debt	480,225	1,628,607
Current portion of operating lease liability	121,564	181,240
Unearned franchise fees	190,950	136,500
Total current liabilities	4,294,408	6,746,226
LONG-TERM LIABILITIES		
Other long-term liabilities	174,238	-
Operating lease liabilities, less current portion	1,720,489	1,842,053
Long-term debt	1,511,526	1,123,700
Total long-term liabilities	3,406,253	2,965,753
TOTAL LIABILITIES	7,700,661	9,711,979
MEMBERS' EQUITY	2,048,394	4,861,345
TOTAL LIABILITIES AND MEMBERS' EQUITY	<u>\$ 9,749,055</u>	<u>\$ 14,573,324</u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF INCOME AND MEMBERS' EQUITY
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
REVENUES:		
Product sales	\$ 27,865,394	\$ 44,962,498
Other revenue	12,246,716	6,370,755
Franchise fees	246,000	286,274
	<u>40,358,110</u>	<u>51,619,527</u>
OPERATING EXPENSES:		
Cost of product sales	21,752,259	33,882,255
Advertising expenses	199,081	165,180
Selling, general and administrative expenses	15,340,272	14,504,501
Depreciation and amortization	522,927	462,783
	<u>37,814,539</u>	<u>49,014,719</u>
OPERATING INCOME	2,543,571	2,604,808
OTHER INCOME (EXPENSE)		
Loss on distributor agreement termination	(2,514,311)	-
Interest income	92,633	20,370
Other (expense) income	(10,032)	96,706
Interest expense	(181,560)	(139,101)
Total other expense	<u>(2,613,270)</u>	<u>(22,025)</u>
NET INCOME	(69,699)	2,582,783
MEMBERS' EQUITY AT BEGINNING OF YEAR	4,861,345	4,098,834
DISTRIBUTIONS	<u>(2,743,252)</u>	<u>(1,820,272)</u>
MEMBERS' EQUITY AT END OF YEAR	<u><u>\$ 2,048,394</u></u>	<u><u>\$ 4,861,345</u></u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ (69,699)	\$ 2,582,783
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on disposal of fixed assets	9,969	-
Amortization and depreciation	522,927	462,783
Amortization of operating lease right-of-use assets	189,709	387,265
Changes in operating assets and liabilities:		
Accounts receivable	3,642,762	(1,563,980)
Other receivables	(421,459)	-
Due from related parties	(237,110)	(433,495)
Inventories	1,247,308	(116,596)
Prepaid expenses and other current assets	(89,469)	(17,181)
Accounts payable	(1,834,402)	2,184,712
Accrued liabilities	784,862	(79,688)
Customer deposits	(248,670)	75,943
Operating lease liabilities	(181,240)	(364,784)
Unearned franchise fees	54,450	(88,400)
Other long-term liabilities	174,238	-
Net cash provided by operating activities:	<u>3,544,176</u>	<u>3,029,362</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of equipment	<u>(401,074)</u>	<u>(360,666)</u>
Net cash used in investing activities	<u>(401,074)</u>	<u>(360,666)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long-term debt	(1,186,667)	(725,090)
Proceeds from long-term debt	426,111	-
Distribution to members	<u>(2,743,252)</u>	<u>(1,820,272)</u>
Net cash used in financing activities	<u>(3,503,808)</u>	<u>(2,545,362)</u>
(DECREASE) INCREASE IN CASH	<u>(360,706)</u>	<u>123,334</u>
CASH AT BEGINNING OF YEAR	<u>2,515,674</u>	<u>2,392,340</u>
CASH AT END OF YEAR	<u><u>\$ 2,154,968</u></u>	<u><u>\$ 2,515,674</u></u>
SUPPLEMENTARY DISCLOSURE OF CASH FLOWS INFORMATION:		
Cash paid during the year for interest	<u>\$ 181,560</u>	<u>\$ 139,101</u>
Decrease to operating lease right-of-use assets due to contract terminations	<u>\$ 391,533</u>	<u>\$ 846,599</u>
Additions to operating lease right-of-use assets obtained from operating lease liabilities	<u>\$ -</u>	<u>\$ 1,930,004</u>
Reduction of operating lease right-of-use assets for tenant improvements	<u>\$ -</u>	<u>\$ 180,000</u>
Noncash activity:		
Assets acquired by assuming liabilities	<u>\$ -</u>	<u>\$ 238,539</u>

See notes to the financial statements.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

1. NATURE OF OPERATIONS

Description of Business

Chester's International, LLC (the Company) franchises quick-serve chicken and sides restaurants under the Chester's brand. The Company also sources and distributes certain food products and equipment to its franchisees.

Franchise Operations

The Company executes store-level franchise agreements, which set out the terms of the arrangements with the franchisees for units operated by third parties. The Company's franchise agreements typically require the franchisee to pay an initial, nonrefundable fee upon an individual store opening. Subject to Company approval, a franchisee may generally renew the franchise agreement upon its expiration. There were 992 franchises in operation at December 31, 2024 (1,002 at December 31, 2023). There were no franchisor-owned outlets in operation at December 31, 2024 and 2023.

Supply Chain Distribution

To maintain and improve supply and distribution to franchisees, the Company transitioned from handling distribution operations and, effective May 2024, entered into agreements with third parties to manage the procurement and distribution of foodservice items and equipment for restaurant operations.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Financial Statement Presentation

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (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 financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash

The Company maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts.

Accounts Receivable

Accounts receivable consist of trade receivables from customers and are stated at the amount the Company expects to collect, net of allowance. Accounts receivable also includes other receivables primarily related to rebate, incentive and corporate funding programs with suppliers. The Company extends credit based on an evaluation of the customer's financial condition. Exposure to loss on receivables is principally dependent on each customer's financial condition. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. Management analyzes delinquent receivables on a continuing basis and, once any receivables are determined to be uncollectible, they are written off through a charge against the allowance. As of December 31, 2024 and 2023, the Company has recorded an allowance for credit losses of \$7,726 and \$46,653, respectively.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

Inventories

Inventories, which consist of goods held for resale, are stated at the lower of first-in, first-out (FIFO) cost or net realizable value. Inventories consist of equipment, ingredients and supplies available for sale to customers. At December 31, 2023, the Company had an inventory reserve of \$50,140. There was no inventory on hand at December 31, 2024.

Property and Equipment

Property and equipment are stated at cost. Additions and improvements to property and equipment are capitalized at cost, while maintenance and repairs are charged to operations when incurred. Depreciation is computed under the straight-line method over the following estimated useful lives:

Item	Estimated Useful Life
Furniture and equipment	5 – 7 years
Vehicles	5 years

Leasehold improvements are generally amortized on a straight-line basis over the lesser of the lease term or the estimated useful life of the asset.

Leases

The Company initially measures the lease liability at the present value of payments expected to be made during the lease term. The right-of-use lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs.

Key estimates and judgments related to leases include how the Company determines: (1) the discount rate used to discount the expected lease payments to present value, (2) lease term, and (3) lease payments. The Company uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Company generally uses the risk-free interest rate as the discount rate for leases. The lease term includes the noncancellable period of the lease, as well as expected renewal terms. In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options are only included in the lease term if the lease is reasonably certain to be extended.

The Company monitors changes in circumstances that would require a remeasurement of its leases and will remeasure right-of-use lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of any lease liability.

Goodwill

The Company has adopted the accounting alternative that permits nonpublic entities to elect to amortize goodwill on a straight-line basis over ten years. Goodwill is assigned to specific reporting units and is reviewed for possible impairment annually or more frequently if events or circumstances indicated that a reporting unit's carrying amount is greater than its fair value. An impairment loss is recognized to the extent the carrying amount of goodwill exceeds its estimated fair value. There were no impairment charges recorded in years 2024 and 2023.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

Unearned Franchise Fees

Unearned franchise fees consist of initial franchise fees as a result of an individual franchise location sale to third parties and are recognized upon opening of the franchise.

Revenue Recognition

Product Sales

The Company generated the majority of its revenue from the distribution and sale of food and related products to its customers through May 2024. The Company recognizes revenue when the performance obligation is satisfied, which primarily occurs at a point when goods or services have been delivered. The timing of satisfaction of the performance obligation is not subject to significant judgment. Revenue is measured as the amount of consideration the Company expects to be entitled to receive in exchange for those goods or services.

Corporate Funding Programs

The Company participates in various rebate and promotional incentives with suppliers that consist primarily of volume and growth rebates, annual and multi-year incentives and promotional programs. Consideration received under these incentives are recorded as other revenue in the accompanying statements of income and members' equity.

Franchise Fees

Franchise agreements typically require an upfront franchise fee paid upon the opening of a store. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective. The Company has determined that the services provided in exchange for upfront franchise fees, which primarily relate to preopening support, are distinct from the ongoing services provided to franchisees and have adopted the practical expedient to allow treatment of certain preopening services to be distinct from the franchise license.

Sales tax collected from customers is not included in revenue but rather recorded as a liability due to the respective taxing authorities.

Shipping and Handling Costs

Shipping and handling costs include costs associated with the selection and delivery of products to customers and are included in selling and administrative expenses in the statements of income and members' equity.

Advertising Costs

Advertising costs are charged to operations when incurred. Advertising expense for the years ended December 31, 2024 and 2023, was \$199,081 and \$165,180, respectively.

Income Taxes

The Company is a limited liability company for federal income tax purposes and has elected under Section 701 of the Internal Revenue Code (IRC) to have its income or loss taxed directly to the members. Accordingly, no income tax provision is required.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

The Company assesses its uncertain tax positions for the likelihood that they would be overturned upon Internal Revenue Service (IRS) examination or upon examination by state taxing authorities. The Company has assessed its uncertain tax positions and determined that it does not have any positions at December 31, 2024 and 2023, that it would be unable to substantiate. The Company has filed tax returns through 2023.

Reclassifications

Certain prior period amounts have been reclassified to conform to the current year presentation. These reclassifications had no effect on the previously reported net income or members' equity.

Subsequent Events

For the year ended December 31, 2024, the Company has evaluated subsequent events for potential recognition and disclosure through April 16, 2025, the date at which the financial statements were available to be issued.

3. PROPERTY AND EQUIPMENT

At December 31, property and equipment consists of the following:

	2024	2023
Furniture and equipment	\$ 536,084	\$ 533,910
Leasehold improvements	1,057,728	214,927
Vehicles	40,000	53,165
Construction-in-progress	-	478,828
	<u>1,633,812</u>	<u>1,280,830</u>
Less accumulated depreciation	<u>(533,730)</u>	<u>(402,180)</u>
	<u><u>\$ 1,100,082</u></u>	<u><u>\$ 878,650</u></u>

Depreciation expense for the years ended December 31, 2024 and 2023, was \$169,673 and \$49,343, respectively.

4. GOODWILL AND INTANGIBLE ASSETS

At December 31, changes in the carrying amount of goodwill consist of the following:

	2024	2023
Goodwill	\$ 3,227,314	\$ 3,227,314
Less accumulated amortization	<u>(1,936,388)</u>	<u>(1,613,657)</u>
	<u><u>\$ 1,290,926</u></u>	<u><u>\$ 1,613,657</u></u>

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

Future projected amortization of goodwill is summarized as follows:

For the Years Ending December 31,

2025	\$ 322,731
2026	322,731
2027	322,731
2028	322,733
	<u>\$ 1,290,926</u>

Amortization expense for both years ended December 31, 2024 and 2023, was \$322,731.

At December 31, 2024, the Company had intangible assets of \$30, 523 included in prepaid and other current assets in the accompanying balance sheets. Amortization expense for the years ended December 31, 2024 and 2023, was \$30,523 and \$90,709, respectively.

5. LONG-TERM DEBT

The Company has a credit agreement (the Agreement), as amended, with a financial institution and has the following outstanding debt:

	<u>2024</u>	<u>2023</u>
Term loan – interest is payable at 7.25%.		
The note matures in December 2028, collateralized by certain business assets	\$ 718,235	\$ 1,084,858
Term loan – interest is payable at prime rate minus 0.25%.		
Matures in October 2028, collateralized by certain business assets	732,745	1,428,910
Tenant improvement loan – interest is payable at prime rate minus 0.25%. Matures in October 2028, collateralized by certain business assets	540,771	238,539
	1,991,751	2,752,307
Less current maturities	480,225	1,628,607
	<u>\$ 1,511,526</u>	<u>\$ 1,123,700</u>

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

Maturities of long-term debt are as follows:

2025	\$ 545,363
2026	580,684
2027	448,557
2028	300,148
2029	<u>116,999</u>
	<u><u>\$ 1,991,751</u></u>

The Agreement includes a revolving loan for maximum borrowings up to \$1,000,000 that matures December 31, 2026. Interest is calculated at the greater of 5% or Prime rate plus 1% (8.5% at December 31, 2024 and 2023) and secured by essentially all business assets. There were no amounts outstanding under the revolving loan as of December 31, 2024 and 2023. The revolving loan matures on December 31, 2026.

As part of the Agreement, the Company is required to comply with financial and nonfinancial covenants. Management believes it was in compliance with all covenants as of December 31, 2024. The Company was not in compliance with certain financial covenants for the year ended December 31, 2023. During 2024, the bank granted a waiver for the noncompliance in 2023.

6. LEASES

The Company leases its administrative and warehouse facilities under noncancelable operating lease agreements having terms in excess of one year expiring through 2034.

The following summarizes the weighted average remaining lease term and discount rate as of December 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Weighted Average Remaining Lease Term	9.09 years	9.71 years
Weighted Average Discount Rate	8.50%	8.32%

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

Future maturities of lease liabilities as of December 31, 2024, were as follows:

For the Years Ending December 31,

2024	\$ 271,568
2025	276,700
2026	277,128
2027	286,537
2028	292,661
Thereafter	<u>1,256,800</u>
	2,661,394
Less interest	<u>819,341</u>
Present value of lease liabilities	<u><u>\$ 1,842,053</u></u>

For the years ended December 31, 2024 and 2023, the operating lease expense included in the statements of income and members' equity in selling and administrative expenses was \$349,670 and \$577,398, respectively.

7. COMMITMENTS AND CONTINGENCIES

Purchase Commitments

The Company periodically enters into purchase commitments to purchase certain products in the normal course of business. Management believes that the commitments in excess of future requirements, if any, will not have a material impact on the Company's financial condition or results of operations.

Employment Agreements

The Company has employment agreements with certain employees. These agreements provide for a base salary level, as well as incentive bonuses based on the Company's annual income, and certain other benefits, including severance packages. All amounts incurred by the Company related to these agreements have been properly accrued at December 31, 2024 and 2023.

Legal Matters

From time to time, the Company is subject to various legal claims arising in the normal course of business. Based on the information currently available, it is the opinion of management that the ultimate resolution of pending and threatened legal proceedings will not have a material adverse effect on the Company's financial position or its results of operations.

Risk Management

The Company is exposed to risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; material disasters; and product liability. The Company carries commercial insurance for risks of loss.

CHESTER'S INTERNATIONAL, LLC
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2024 AND 2023

8. RETIREMENT PLAN

The Company offers retirement benefits covering certain employees under the shared services agreement with a related party. The Company matches employees' contributions based on a percentage of salary contributed by participants. The Company matching contributions are fully vested at the time of the match. The Company made contributions to the plan of \$31,591 and \$42,828 during 2024 and 2023, respectively.

9. CONCENTRATIONS

Approximately 37% of sales were to one third-party distributor during 2024 and 50% of sales were to one third-party distributor during 2023. Approximately 14% and 19% of costs from suppliers were from one related party supplier during 2024 and 2023, respectively. One customer accounted for approximately 24% and 64% of accounts receivable at December 31, 2024 and 2023, respectively.

10. RELATED PARTY TRANSACTIONS

The Company enters into a number of transactions with certain entities with common ownership and other related parties. The following table summarizes these transactions:

	<u>2024</u>	<u>2023</u>
Purchase of inventory and other goods	<u>\$ 4,209,907</u>	<u>\$ 8,384,518</u>
Rental expense	<u>\$ -</u>	<u>\$ 390,679</u>

At December 31, the balances from and to related parties consist of the following:

	<u>2023</u>	<u>2022</u>
Related party receivables	<u>\$ 1,354,649</u>	<u>\$ 1,117,539</u>
Related party payables (included in accounts payable)	<u>\$ 670,506</u>	<u>\$ 686,208</u>

The above terms and amounts are not necessarily indicative of the terms and amounts that would have been incurred had comparable transactions been entered into with independent parties.

The Company has guaranteed the loans of four entities under common ownership. The entities under common ownership have total assets and liabilities of approximately \$8,218,000 and \$7,926,000, and \$5,118,000 and \$5,278,000 as of December 31, 2024 and 2023, respectively.

EXHIBIT E

**LIST OF CHESTER'S RESTAURANT FRANCHISEES/
LIST OF FRANCHISEES LEAVING SYSTEM DURING PAST YEAR**

List of Franchisees With Outlets Open as of December 31, 2025 Chester's Restaurants

Account Name	Primary Contact	Street	City	St	ZIP	Main Phone	Category Type
BIM Operations, Inc. dba Breeze In Mart #3	Jeremy Miller	2552 S AL-109	Rehobeth	AL	36301	(334) 673-4870	C Store
Love's Country Store 718	Russ Hallberg	1127 Tyson Rd	Hope Hull	AL	36043	(334) 280-0009	Travel Center
Union Springs LLC dba BP Food Mart	Dinesh "Danny" Patel	404 Conecuh Ave E	Union Springs	AL	36089	201-936-2984	C Store
JaiSai 2015 Inc dba Marathon Food Mart	Yamal Bhagat JaiSai	2585 Cong WL Dickinson Dr	Montgomery	AL	36109	(334) 593-8862	C Store
Love's Travel Stop & Country Store 774	Russ Hallberg	747 Lee Rd. 248	Smiths Station	AL	36877	334-291-3059	C Store
Love's Travel Stop & Country Store 773	Russ Hallberg	7561 Mesopotamia St.	Eutaw	AL	35462	205-372-9244	Travel Center
SRN 09 LLC	Rakesh "Ricky" Patel	2801 Hwy 143	Deatsville	AL	36022	(334) 569-1618	C Store
SAI 2022 LLC	Rajesh Patel	1705 Upper Wetumpka Rd	Montgomery	AL	36107	334-262-8824	C Store
Sun State Oil, Inc.	Ricky Joshi	1300 Eastern Blvd	Montgomery	AL	36123	(334) 593-8609	C Store
Jay Goga 2710 Inc. dba Hwy 280 Exxon	Jay Patel	1405 Columbus Pkwy	Opelika	AL	36804	562-412-0540	C Store
Troy Enterprise 1 LLC	Dennis Padhair	2 E Main st	Samson	AL	36477	334-303-9937	C Store
DM1 Corporation	Dhruv Malhotra	705 US-80	Demopolis	AL	36732	334-215-7008	C Store
SNJ Enterprises Inc. dba Quick Serve	Yamal Bhagat	4000 Troy Hwy	Montgomery	AL	36116	(334) 281-5910	C Store

Hero 101, LLC	Ritesh Patel	16161 Foley Beach Express	Foley	AL	36535	251-571-3059	C Store
Atmore Convenience 2, LLC dba Chevron Atmore	Satish Kandadi	6202 Hwy 21 N	Atmore	AL	36502	205-649-0007	C Store
Kwik Sack Inc dba Kwik Sack	Krupesh Patel	597 Coosa River Parkway	Wetumpka	AL	36092	(334) 514-4458	C Store
South Court Street Inc	Babul Islam	755 South Court Street	Montgomery	AL	36104	(407) 832-6034	C Store
Jai Keshar Maa LLC dba Slapout Petro	Sunny Patel	9978 Holtville Rd	Wetumpka	AL	36092	334-320-7200	C Store
Richa Enterprises Inc dba Grove Hill Travel Plaza	Ritesh Patel	430 S Jackson St	Grove Hill	AL	36451	251-275-2828	C Store
Gas Express LLC dba Extra Mile	Stacy Winne	4303 South Court St	Montgomery	AL	36105	803-463-3070	C Store
Triple B Convenience Store, Inc. dba Triple B Chevron	Shane Brill	10930 CR 64	Daphne	AL	36526	251-626-8008	C Store
Nilkanth Varni Food Inc Busy Ant 2	Peshvin Patel	7624 Mobile Hwy	Hope Hull	AL	36043	334-604-9774	C Store
RN Quick Stop, LLC dba Clay Texaco	Ravi Kalra	2235 Sweeny Hollow Road	Clay	AL	35215	205-326-7233	C Store
Karmaal, LLC dba Creola Raceway	Gopal Patel	10033 US Hwy 43N	Creola	AL	36525	251-459-0820	C Store
Vidhi, LLC	KP Patel	11550 AL-157	Moulton	AL	35650	256-410-3144	C Store
Perdido Convenience 4, LLC	Dhruv Malhotra	21480 CO Road 47	Perdido	AL	36562	251-580-3177	C Store
SVP Mart LLC dba Beeline Exxon	Vishal Patel	4100 Atlanta Hwy	Montgomery	AL	36109	407-385-1168	C Store
Ashvin, Inc. dba Raceway Attalla	Harsh Patel	309 3rd Ave NW	Attalla	AL	35954	256-344-2185	C Store

Hwy 25 Wilsonville, LLC dba Mr. Paul's Feelgood	Anish Noorani	30744 AL- 25	Wilsonville	AL	35186	205-671-5047	C Store
Love's Country Store 275	Russ Hallberg	1010 N Main St	Palestine	AR	72372	(870) 581-5004	Travel Center
Jordan's Kwik Stop 18	Jackie Robert McClure	1405 Arkansas Highway 18	Lake City	AR	72437	(870) 237-8877	C Store
Jordan's Kwik Stop #25	Jackie McClure	8222 Hwy 49 N	Brookland	AR	72417	(870) 935-6600	C Store
Hargis Fuel Zone Inc dba Kings River Country Store	Brent Hargis	22784 Hwy 412	Huntsville	AR	72740	(479) 665-2323	C Store
GES Inc dba Edwards Food Giant Cantrell	Gary Proffitt	7507 Cantrell Rd	Little Rock	AR	72207	(870) 295-2484	Supermarket
Jordan's Kwik Stop #11	Jackie McClure	104 Hwy. 63-B	Marked Tree	AR	72365	(870) 358-2340	C Store
Jordan's Kwik Stop #9	Jackie McClure	900 East Jackson	Harrisburg	AR	72432	(870) 578-9596	C Store
GES Inc dba Food Giant Express	Gary Proffitt	100 Hwy 64 East	McCrory	AR	72101	(870) 731-2941	C Store
GES Inc dba Edwards Food Giant	Gary Proffitt	10320 Stage Coach Road	Little Rock	AR	72210	(870) 295-2484	Supermarket
Green Petroleum of Arkansas, LLC dba Express Lane	Manpreet Singh	179 South Street	Camden	AR	71701	(870) 231-4400	C Store
Conoco 1 Stop	Rick Duffield	1723 Whitehead Drive	De Witt	AR	72042	(870) 946-2081	C Store
Jordan's Kwik Stop #5	Jackie McClure	2355 Hwy 14B	Newport	AR	72112	(870) 523-3745	C Store
Jordan's Kwik Stop #8	Jackie McClure	7974 Hwy 49	Waldenburg	AR	72475	(870) 579-2231	C Store
Hawgs Exxon	Darren Lillard	1135 North St. Louis	Batesville	AR	72501	(870) 612-8661	C Store

GES Inc dba Edwards Food Giant	Gary Proffitt	2203 N. Reynolds Road	Bryant	AR	72022	(501) 847-9777	Supermarket
B-H-T Investment Company, Inc. dba Doublebee's #109	Steve Lightle	1501 N Bankhead Ave	Carlisle	AR	72024	(870) 552-3094	C Store
Ziya, LLC dba Mayflower Mart	Sadiq Ali	555 Highway 365	Mayflower	AR	72106	(501) 679-7070	C Store
Racehorse	Anne Garton	420 N. First Street	Glenwood	AR	71943	(870) 356-2922	C Store
Jordan's Kwik Stop #30	Jackie McClure	101 W Dewitt Henry Drive	Beebe	AR	72012	(501) 882-1000	C Store
Forrest Tower Food Mart	Gene Graves	13487 Hwy 167 North	Hensley	AR	72065	(870) 917-2222	C Store
B-H-T Investment Company, Inc. dba Doublebee's #120	Steve Lightle	6199 Heber Springs Road	Quitman	AR	72131	501-589-3737	C Store
Love's Country Store 236	Russ Hallberg	11801 E. I-40 Fwy	North Little Rock	AR	72117	(501) 945-5400	Travel Center
DG Miller, LLC dba Bears Den Grocery	Donnie Miller	2890 Dave Ward Dr.	Conway	AR	72034	(501) 329-5916	C Store
C & Z LLC dba Center Ridge Grocery	Zia Cheema	5758 Hwy 9	Center Ridge	AR	72027	(501) 893-2211	C Store
B-H-T Investment Company, Inc. dba Doublebee's #134	Steve Lightle	209 South Fourche	Perryville	AR	72126	(870) 889-2447	C Store
B-H-T Investment Company, Inc. dba Doublebee's #132	Steve Lightle	111 Bill Foster Memorial Highway	Cabot	AR	72023	(501) 605-8989	C Store
Zaima Enterprises, LLC dba Big Red 121	Akbar Pabani	1101 Sheridan Rd.	Redfield	AR	72132	(501) 397-6200	C Store
Dalton Petroleum, Inc. dba Quik Stop #100	Bruce Gibbons	11402 Hwy. 49 North	Marmaduke	AR	72443	(573) 888-0120	C Store
Dalton Petroleum, Inc. dba Quik Stop #300	Bruce Gibbons	1511 East Main St.	Blytheville	AR	72315	(870) 762-4700	C Store

B-H-T Investment Company, Inc. dba Doublebee's #130	Steve Lightle	837 North Main St.	Cave City	AR	72521	(870) 283-5324	C Store
Jordan's Kwik Stop #40	Jackie McClure	4673 Hwy. 18	Cash	AR	72421	(870) 477-1030	C Store
D G Miller Ventures LLC dba Superstop 462	Donnie Miller	375 East Oak St.	Conway	AR	72032	(501) 327-2087	C Store
Jordan's Kwik Stop #38	Jackie McClure	790 Main St.	Melbourne	AR	72556	(870) 368-7019	C Store
GES Inc dba Edwards Food Giant Marianna	Gary Proffitt	460 S. Alabama St.	Marianna	AR	72360	(870) 295-9311	Supermarket
Jordan's Kwik Stop, Inc. #29	Jackie McClure	221 Co-Op Drive	Jonesboro	AR	72401	(870) 972-0014	C Store
Star Energy	Nick Chowdhury	6425 South University Ave	Little Rock	AR	72209	(501) 565-1999	C Store
B-H-T Investment Company, Inc. dba Doublebee's #137	Steve Lightle	9550 Harrison St.	Newark	AR	72562	870-799-2303	C Store
B-H-T Investment Company, Inc. dba Doublebees #140	Steve Lightle	1010 East Booth Road	Searcy	AR	72143	501-279-2560	C Store
B-H-T Investments Company, Inc. dba Doublebees #139	Steve Lightle	6027 Hwy 36 West	Rosebud	AR	72137	501-556-5313	C Store
Fuel Zone	Jason Hargis	100 North Parrott	Huntsville	AR	72740	(479) 738-2373	C Store
DG Miller dba Country Store - Plumerville	Donnie Miller	202 East Main St	Plumerville	AR	72127	501-354-2721	C Store
B-H-T Investment Company, Inc. dba Doublebees 141	Steve Lightle	1003 Highway 63B	Walnut Ridge	AR	72476	870-886-9829 - Store	C Store
Jordan's Kwik Stop #32	Jackie McClure	404 Greenwood Ave	Lepanto	AR	72354	8704756074	C Store
Z & B, LLC dba 7-T Superette	Ziamond Bharti	109 Highway 10 East	Ola	AR	72853	513-306-2496	C Store

Calico Rock Gas N Go, LLC	Asif Hemidani	2100 Highway 56C	Calico Rock	AR	72519	(870)297-8602 Store	C Store
GES Inc dba Edwards Food Giant	Gary Proffitt	605 N. Illinois	Harrisburg	AR	72432	501-663-1986	Supermarket
Littlefield Retail Group, Inc dba Littlefield Express #02	Jeff Taylor	3401 Cavanaugh Rd	Fort Smith	AR	72908	479-646-8186	C Store
Love's Country Store 661_Pine Bluff_AR	Russ Hallberg	4800 Hwy 65 S	Pine Bluff	AR	71601	(870) 536-8274	Travel Center
Jordan's Kwik Stop #47	Jackie McClure	800 West Speedway	Trumann	AR	72472	870-483-6755	C Store
Wade's C-Store	Wade Smith	7036 South Hwy 65	Leslie	AR	72645	870-447-2466	C Store
D G Miller Ventures, LLC dba Home Run Gas Mart	Donnie Miller	806 North St. Joseph Steet	Morrilton	AR	72110	501-477-3066	C Store
B-H-T Investment Co., Inc. dba Doublebee's #111	Steve Lightle	473 Hwy 64 East	Conway	AR	72032	501-327-1015	C Store
Jordan's Kwik Stop #49	Jackie Robert McClure	1600 Malcolm Avenue	Newport	AR	72212	870-217-0545	C Store
Jordan's Kwik Stop 50	Jackie McClure	2917 US-63	Portia	AR	72457	870-886-2930	C Store
Shah Investments LLC	Sadig Ali	429 Hwy 425 N	Monticello	AR	71655	870-367-4274	C Store
Gas & Go LLC	Sadiq Ali	100 N. Rock St.	Sheridan	AR	72150	870-942-3950	C Store
Jordan's Kwik Stops #51	jackie McClure	108 North Bay Dr	Bay	AR	72411	870-781-8811	C Store
Love's Country Store 689_Lake Village_AR	Russ Hallberg	294 Highway 65/82 North	Lake Village	AR	71653	(870) 265-9988	Travel Center
Love's Country Store 759_Hazen_AR	Russ Hallberg	3404 Highway 63 North	Hazen	AR	72064	870-255-1395	Travel Center

ABDTD Investment LLC dba Longhills Food Mart	Johnny Dervesh	3820 Congo Rd	Benton	AR	72019	501-366-6204	C Store
Jordan's Kwik Stop 52	Jackie McClure	2750 US Hwy 67	Pocahontas	AR	72455	870-202-1040	Travel Center
London Food Mart LLC	Shabana Jiwani	10465 Hwy 64 W	London	AR	72847	479-293-9849	C Store
427 Oppelo Food Mart Inc	Mohammad Alam	427 AR-9	Oppelo	AR	72110	501-354-8293	C Store
Littlefield Retail Group, Inc dba Littlefield Express # 16	Jeff Taylor	1950 Batesville Blvd	Batesville	AR	72501-7896	(870)251-1119	C Store
D Miller Management LLC dba Choctaw Shell	Donnie Miller	4801 HWY 65 S	Choctaw	AR	72028	501-745-3188	C Store
SITE OIL LLC	Sal- Sulaiman Hudda	12024 Vimy Ridge Rd.	Alexander	AR	72002	501-313-5421	C Store
Bullocks Conway	Jahangir Yousaf	646 S Harkrider	Conway	AR	72032	501-327-4949	C Store
Snappy Mart Properties LLC dba Lake Conway Bear's Den	Donnie Miller	284 AR-365	Conway	AR	72032	501-932-6150	C Store
Jordan's Kwik Stop, Inc. #53	Jackie McClure	680 Hwy 77	Manila	AR	72442	(870) 570-0013	C Store
Jordan's Kwik Stop, Inc. #54	Jackie Robert McClure	6367 Hwy 1 S	Jonesboro	AR	72404	870-268-8484	C Store
Jordan's Kwik Stop, Inc. #55	Jackie Robert McClure	3806 Hwy 1	Cherry Valley	AR	72324	(870) 588-4273	C Store
Jordan's Kwik Stop, Inc. #58	Jackie Robert McClure	2319 N Washington St	Forrest City	AR	72335	(870) 633-2545	C Store
Jordan's Kwik Stop, Inc. #62	Jackie Robert McClure	7611 Hwy 64	Crawfordsville	AR	72327	870-823-5307	C Store
Jordan's Kwik Stop, Inc. #63	Jackie Robert McClure	9595 Hwy 70	Proctor	AR	72376	(870) 733-1216	C Store

Jordan's Kwik Stop, Inc. #57	Jackie McClure	8878 Hwy 1 N	Colt	AR	72326	870-630-2390	C Store
Jordan's Kwik Stop, Inc. #59	Jackie McClure	940 E Broadway	Forrest City	AR	72335	870-494-4945	C Store
AMPM Singh Brothers LLC dba Bulldog One Stop	Bobby- Harpreet Singh	10008 Dollarway RD	Pine Bluff	AR	71602	845-283-5299	C Store
Samaya Enterprises dba Cabot Food & Fuel	Sam Merchant	9909 Hwy 5	Cabot	AR	72023	501-241-0522	C Store
SKF Enterprise dba Corning Gas & Deli	Sam Merchant	1010 W Main St	Corning	AR	72422	870-857-1000	C Store
Food Junction LLC	Manjit Singh	319 N Express Ave.	Bradley	AR	71826	870-894-3400	C Store
Jordan's Kwik Stop #64	Jackie McClure	19888 Hwy18 East	Monette	AR	72447	870-243-6243	C Store
Jasmeet LLC dba Argenta Mart	Inderjit "Vicky" Singh	623 North Cypress	North Little Rock	AR	72114	501-372-4245	C Store
DG Miller LLC dba Panther Station	Donnie Miller	61 S Broadview St.	Greenbrier	AR	72058	501-679-7192	C Store
Snappy Mart Properties dba Donaghey Bears Den	Donnie Miller	1632 Donaghey Ave	Conway	AR	72034	501-358-6120	C Store
Jordan's Kwik Stop #65	Jackie McClure	1898 Hwy 62	Pocahontas	AR	72455	(870) 202-1145	C Store
Prickett Enterprise, LLC	Sal Hudda	19255 Lawson Rd	Little Rock	AR	72210	(501) 821-4558	C Store
Atlas Associates LLC_dba_Service RD Shell	RAFIQ DEVL	700 N Service Rd	West Memphis	AR	72301	678-613-4562	C Store
Atlas Associates	RAFIQ DEVL	600 West Broadway Rd	West Memphis	AR	72301	870-735-2962	C Store
Abizora LLC dba 24/7 Quick Stop	Manpret "Bobby" Singh	6010 South Hazel St	Pine Bluff	AR	71602	870-395-7280	C Store

Zayns Shack and Gas LLC_dba_Macon Station	Khalil Khoja	22311 A Hwy 107	Jacksonville	AR	72076	501-241-1722	C Store
MR Petroleum LLC dba East Gate Shell	Mojib Rahman	140 LaPlaza W	Hot Springs	AR	71909	870-718-0452	C Store
Jordan's Kwik Stop #68	Jackie McClure	282 Hwy 11 North	Hazen	AR	72064	870-255-3414	C Store
Jordan's Kwik Stop #67	Jackie McClure	109 North Illinois	Harrisburg	AR	72432	870-578-5224	C Store
Jordan's Kwik Stop # 56	Jackie McClure	1902 Falls Blvd	Wynne	AR	72396	870-578-9585	C Store
Jordan's Kwik Stop #70	Jackie McClure	3053 Hwy 49	West Helena	AR	72342	870-578-9585	C Store
Jordan's Kwik Stop #69	Jackie McClure	4365 W Keiser Ave	Osceola	AR	72370	870-549-3891	Travel Center
Al's Benton LLC dba HWY 5 Mart	Al Morani	1507 HWY 5	Benton	AR	72019	5013164061	C Store
GPM Southeast, LLC_dba_Flash Market #29	Dave Green	1114 AR-77	Marion	AR	72364	804-730-1568 ext. 1354	C Store
GPM Southeast, LLC_dba_Flash Market #32	Dave Green	1727 HIGHWAY 69 N BLVD	Trumann	AR	72472	804-730-1568, ext 1354	C Store
GPM Southeast, LLC_dba_Flash Market #98	Dave Green	403 West Buchanan	Prairie Grove	AR	72753	(804) 730-1568 Ext 1354	C Store
Jordan's Kwik Stop #73	Jackie McClure	5829 Hwy 135	Paragould	AR	72450	870-578-9596	C Store
Buerkle Shell, Inc.	Jason Han	901 North Buerkle St.	Stuttgart	AR	72160	(870) 672-7120	C Store
Stuttgart C-Stop, Inc.	Jason Han	408 East 22nd Street	Stuttgart	AR	72160	(870) 673-4445	C Store
Oak Street Valero LLC dba Greenbrier Snappy Mart	Donnie Miller	1110 US-65	Greenbrier	AR	72058	501-679-4151	C Store

Jordan's Kwik Stop, Inc. #75	Jackie McClure	3201 Stegall Rd	Newport	AR	72112	870-495-1964	Travel Center
Jordan's Kwik Stop #76	Jackie McClure	6790 US 64	Pottsville	AR	72858	870-578-9585	Travel Center
Jordan's Kwik Stop #77	Jackie McClure	1605 North 18th Street	Ozark	AR	72949	870-578-9585	C Store
Oak Street Valero, LLC dba Pleasant Plains Shell	Donnie Miller	5726 Blackland Rd.	Pleasant Plains	AR	72568	(501) 345-3333	C Store
Oak Street Valero LLC dba Corner Market Shell	Donnie Miller	6650 Alcoa Road	Benton	AR	72015	501-315-2001	C Store
Jordan's Kwik Stop # 78	Jackie McClure	804 E 8th Street	Danville	AR	72833	479-495-2612	C Store
Jordan's Kwik Stop, Inc. dba Jordan's Kwik Stop #79	Jackie McClure	2620 W. Main St	Clarksville	AR	72830	870-578-9585	C Store
Site Oil of Arkansas LLC dba Fuel Co. Malvern	Sal Hudda	1622 Dr. Martin Luther King Blvd	Malvern	AR	72104	501-766-2991	C Store
Higdon Ferry Hot Springs, LLC	Johnny Dervesh	1885 Higdon Ferry Rd	Hot Springs	AR	71913	501-412-1106	C Store
MYS Marion Inc	Malik Yousif	6934 I-55	Marion	AR	72364	8705595025	C Store
Jordan's Kwik Stop #80	Jackie McClure	4151 Hwy 351	Jonesboro	AR	72401	870-243-6243	C Store
Pendleton Development, LLC	Inderjit Singh	401 HWY 65 S	Dumas	AR	71639	501-952-4407	C Store
Bright Stars Enterprises Inc	MD Mahmudul Hasan	270 US-65	Conway	AR	72032	409-330-3273	C Store
Jordan's Kwik Stop Inc. #81	Jackie McClure	613 North Bay	Bay	AR	72411	870-578-9596	Travel Center
JORDAN'S KWIK STOP, Inc. #82	JACKIE MCCLURE	1209 NORTH CHURCH STREET	ATKINS	AR	72823	870-578-9596	C Store

Hammer-Williams Company dba Jiffy Trip #704	Alex Williams	550 US Hwy 412	Siloam Springs	AR	72761	479-373-5053	C Store
Hammer-Williams Company dba Jiffy Trip #711	Alex Williams	8205 Zero Street	Fort Smith	AR	72903	479-391-2247	C Store
SIKH4 LLC dba Airport One Stop	Rajbir Singh	3300 Bankhead Dr	Little Rock	AR	72206	(501) 490-0449	C Store
Jordan's Kwik Stop, Inc. #85	Jackie McClure	1414 N Main St	Brinkley	AR	72021	(870) 734-1124	C Store
Jordan's Kwik Stop, Inc. #83	Jackie McClure	101 Hwy 5 North	Mountain Home	AR	72653	870-578-9596	C Store
Rahul 102 LLC	Amrit Singh	201 Union St.	Dardanelle	AR	72834	479-229-2232	C Store
AJ Investments LLC dba AJ's Pit Stop	Pirani Rafique	15536 I-30	Benton	AR	72019	501-778-3898	C Store
Morgan Truck Stop, Inc.	Jason Han	20515 Highway 365	Maumelle	AR	72113	(501) 851-6815	C Store
B-H-T Investment dba DoubleBees Cantrell #116	Steve Lightle	2402 Cantrell Rd	Little Rock	AR	72202	501-904-2924	C Store
B-H-T Investment Company, Inc. dba Doublebees #126	Steve Lightle	2620 West Beebe Capps	Searcy	AR	72143	501-305-4004	C Store
Aden of Little Rock LLC dba Lake Lane Exxon	Sargon Abdo	300 Lake Lane	North Little Rock	AR	72117	501-945-3255	C Store
DG Miller Management LLC	Donnie Miller	8319 Edgemont Rd.	Higden	AR	72067	(501) 825-8154	C Store
Love's Country Store 286_Quartzsite_AZ	Russ Hallberg	760 S. Quartzsite Blvd.	Quartzsite	AZ	85346	(928) 927-8570	Travel Center
Love's Country Store 278_Joseph City_AZ	Russ Hallberg	4703 Main Street	Joseph City	AZ	86032	(928) 288-3726	Travel Center
Love's Country Store 272_Kingman_AZ	Russ Hallberg	6035 East Minerva Lane	Kingman	AZ	86401	928-681-4405	Travel Center

ADSC LLC dba Walmart Phoenix	Deep Patel	1607 W Bethany Home Rd	Phoenix	AZ	85015	602-899-1688	Food Court
Desert Springs Travel Center, LLC	Asa Hazelwood	4031 Fleet St	Littlefield	AZ	86432	865-805-0296	Travel Center
WCP Oil	Felicity Heron	706 E Hwy 260	Payson	AZ	85541	928-472-2200	C Store
Fueling Futures LLC dba Junction Express Food & Gas	Sukhchain (Ken) Sandhu	1090 AZ-80	Benson	AZ	85602	520-586-4303	C Store
Virk Petroleum Corporation dba Akal Travel Plaza	Yadvinder Virk	1748 CA-99	Delano	CA	93215	(661) 725-5525	Travel Center
Valley West Chevron	Maggie Simas	1605 Giuntoli Lane	Arcata	CA	95521	(707) 822-7588	C Store
Yurok Economic Development Corporation dba Pem Mey Fuel Mart	Troy Pruitt	125 Ehlers Way	Klamath	CA	95548	(707) 482-3510	C Store
Spradlin Inc. dba Crossroads Mini Mart	Shawana Spradlin	6209 Lake Isabella Blvd	Lake Isabella	CA	93240	(760) 379-8170	C Store
Bhandal, Inc. dba Mountain View Gas	Jagrup Bhandal	13025 S. Van Horn Ave	Selma	CA	93662	(559) 891-9191	C Store
JGB Properties, Inc. dba Bulldog Gas & Mart	Gagandeep Singh Khan	1418 E. Shaw Ave.	Fresno	CA	93710	559-227-0323	C Store
Square Deal Market Inc.	Mutahar Mana	636 Dairy Ave	Corcoran	CA	93212	559-992-2190	C Store
Dillon & Sons Inc	Rajpal Dillon	400 Steuber Rd.	Tehachapi	CA	93561	661-823-4922	C Store
Dillon & Sons Inc.	Raj Dhillon	35301 Merle Haggard Dr	Bakersfield	CA	93308	661-393-6454	C Store
Ghallaan, Inc. dba McFarland Chevron	Nouf "Anabel" Samaan	100 W Sherwood Ave	McFarland	CA	93250	855-285-9595	C Store
Jhaj & Brar Investment, Inc.	Dhanwant - Dan Brar	21959 Hwy 46	Lost Hills	CA	93249	661-797-2500	C Store

D.J. Holding Corporation Inc. dba DJ Food Mart	Rupinder Jhaj	31110 7th Standard Rd	Bakersfield	CA	93314	661-393-2607	C Store
Dillon & Sons Inc.	Raj Dillon	1330 North Demaree Rd	Visalia	CA	93291	661-319-9412	C Store
Yassine & Co. Inc. dba A & S Service Station	Samer Yassine	4910 Holt Blvd	Montclair	CA	91763	714-485-9845	C Store
The Industrial Store, Inc.	Robbie Barker	82740 Trona Rd	Trona	CA	93562	760-372-5420	C Store
AJIT SINGH GILL dba Handi Stop Market 15	Ajit Singh Gill	111 E Mountain View Ave	Caruthers	CA	93609	559-864-3000	C Store
Bhandal Petro dba Bulldog Gas & Mart 2	Gagandeep Singh Kang	3808 N. Blackstone Ave.	Fresno	CA	93726	559-224-3808	C Store
Highway 70 Chevron	Tejinder Deol	5416 Lindhurst Ave	Olivehurst	CA	95901	855-285-9595	C Store
Olive Foodmart Inc	Nirmal Gill	11206 Olive Rd	Bakersfield	CA	93312	661-587-1000	C Store
Habeeb Enterprises, Inc DBA Empire Gas & Liquor	Frank Jouda	700 Roberts Ln	Bakersfield	CA	93308	661-393-0939	C Store
Amar Dadam, LLC	Anik Doshi	6000 East Lerdo Hwy	Shafter	CA	93263	(661) 233-9787	C Store
N&S Chevron	Muneer Saeed	951 West Teapot Dome	Porterville	CA	93257	559-781-1059	C Store
Muthana Corp. dba Mesa Marin Chevron	Moe Muthana	11101 Hwy 178	Bakersfield	CA	93306	(661) 366-4886	C Store
SK Yreka, Inc.	Surinder Kaur	1801 Fort Jones Rd	Yreka	CA	96097	(855) 285-9595	C Store
Dibos Enterprises Inc dba On The Go	Frank Jouda	2501 River Blvd	Bakersfield	CA	93305	661-493-0893	C Store
Coso Junction Store, Inc.	DK Singh	HWY 395 & Gill Station Rd	Olancho	CA	93549	760-961-4377	C Store

Lal's Best, Inc.	Samer Judge	695 Harbour Way	Richmond	CA	94801	(510) 232-1496	C Store
On Your Way Food Store	Frank Jouda	2241 Girard St	Delano	CA	93215	(661) 474-2053	C Store
Shannon Stores, Inc. dba Shannon's Mini Mart	Shaan Gandotra	1100 Shaffer Road	Atwater	CA	95301	(209) 384-0485	C Store
Gateway Travel Center, Inc.	Peter Singh	8847 Ave 280 #A	Visalia	CA	93277	210-345-2000	Travel Center
Northgate Fueling, LLC dba Northgate Truck Stop	Anil Kumar	13900 Desert Sage Ave.	North Edwards	CA	93523	661-230-5144	C Store
Food & Fuel, Inc. dba Gas N Stuff	Kanwar Chahal	33127 Road 222	North Fork	CA	93643	559-877-2923	C Store
San Pasqual Economic Development Corporation (SPEDC) dba Horizon Fuel C	Chris Phelps	31267 Valley Center Rd	Valley Center	CA	92082	760-593-4070	C Store
Hemet East Center LLC	Moussa Karim	43510 East Florida Ave.	Hemet	CA	92544	951-927-9800	C Store
Sara & Bamdad LLC	Lotfali Shirmohammadi	1198 W Ball Rd.	Anaheim	CA	92802	6263762131	C Store
JBH Doaba, Inc.	Hardeep Gahunia	18667 Road 209	Madera	CA	93636	559-500-6955	C Store
Alamsi Fuel	Qasem Saleh	8139 E Bear Mountain Blvd	Bakersfield	CA	93307	661-845-8000	C Store
Miranda Petroleum Inc dba Miranda Market	Simranveer Dhaliwal	6685 Avenue Of The Giants	Miranda	CA	95553	(707) 943-1927	C Store
Watan Enterprises Inc	Frank Jouda	731 N Farmersville Rd	Farmersville	CA	93223	661-333-8993	C Store
SSH, Inc dba Stratford Mini Mart	HARMAIL HAYER	20693 Laurel Ave.	Stratford	CA	93266	559-343-4021	C Store
Four Veer, Inc.	Nirmal Gill	29727 Stockdale Hwy	Bakersfield	CA	93314	661-345-3859	C Store

S & S Baseline , Inc	Lina Rabadi	799 W. Baseline	San Bernardino	CA	92410	909-381-3681	C Store
CA Food Mart Inc.	Ernesto Vasquez	1129 Union Ave	Bakersfield	CA	93307	661-706-7423	C Store
The Royal Haveli LLC dba Neptune Market	Jagdeep Singh	650 Central Ave	Alameda	CA	94501	510-405-2999	Supermarket
76 Wible Inc. dba Refresh Food Mart	Nirmal Gill	3301 Wible Road	Bakersfield	CA	93309	(661) 345-3859	C Store
S.B. Partners, Inc dba Yosemite Gas & Market	Preetinder (Peter) Singh	40387 Hwy 41	Oakhurst	CA	93644	559-658-6333	C Store
Guru Gas & Market, Inc. dba Plaza Sol Chevron	Manant Multani	36700 S Lassen Ave	Huron	CA	93234	559-945-1500	C Store
Dillon & Sons Inc	Rajpal Dillon	202 Plaza Dr	Visalia	CA	93291	559-651-1665	C Store
Dillon & Sons Inc.	Rajpal Dillon	1617 N. China Lake Blvd.	Ridgecrest	CA	93555	760-446-2823	C Store
HSG Farmers, Inc. dba Johnny Quick #149	Harpreet Singh	5020 N. Academy Ave.	Clovis	CA	93619	559-299-9262	C Store
KJP Enterprises Inc dba Chevron Barn Delano	Raj Dillon	713 Woollomes Avenue	Delano	CA	93215	661-720-9906	C Store
Shan & Company, Inc. dba Avenue I Mobil	Shan Sugumar	849 East Avenue I	Lancaster	CA	93535	661-949-1286	C Store
H & S Business Center Inc. DBA Canyon Food Mart	David Sangha	77 S. Academy Ave	Sanger	CA	93657	559-355-7009	C Store
NW Shell, Inc.	Waleed Ali Mubarz	3750 International Blvd	Oakland	CA	94601	(510) 866-2325	C Store
VF Goshen, Inc. DBA Valley Fuel Travel Plaza	Gurpreet Thandi	6603 Betty Dr.	Visalia	CA	93291	559-553-2685	C Store
Santa Rosa Pit Stop LLC	Mayme Modesto	63145 State Hwy 74	Mountain Center	CA	92561	951-708-8431	C Store

Golden Rissco, Inc. dba Caldwell Chevron Extra Mile	Shine Saran	3717 West Caldwell Ave	Visalia	CA	93277	(510) 242-5357	C Store
The Barn - Exeter	Raj Dillon	19558 Ave 296	Exeter	CA	93221	(559) 594-9157	C Store
Walnut Travel Center, Inc.	Peter Singh	345 Walnut Ave	Greenfield	CA	93927	(559) 256-9800	Travel Center
Salida Petro, Inc.	Shubegh Mann	4530 Kiernan Avenue	Salida	CA	95368	(209) 545-5427	C Store
Dinuba Quick Shop Inc.	Rami Hundal	180 E. El Monte Way	Dinuba	CA	93618	(559) 591-4380	C Store
TMP Corporation dba ExtraMile - Bakersfield	Tejwant Bal	2140 East Brundage Lane	Bakersfield	CA	93307	1-661-747-1598	C Store
Dillon & Sons	Raj Dillon	6158 CA-58	Boron	CA	93516	760-762-5507	C Store
Valley Market	Scott Swartwood	4493 Bent Brothers Boulevard	Colorado City	CO	81019	(719) 676-3348	Supermarket
Love's Country Store 300_Bennett_CO	Russ Hallberg	1191 S 1st St.	Bennett	CO	80102	(303) 644-3585	Travel Center
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	233 N Dexter St.	Wray	CO	80758	(970) 332-0972	C Store
D-Brands Convenience, LLC. dba Kwick Korner	Brian Dickey	515 S 4th St. SE	Cheyenne Wells	CO	80810	(719) 767-5265	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	20974 US HWY 6	Sterling	CO	80751	(970) 522-2858	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	600 E 8th Ave	Yuma	CO	80759	(970) 848-2107	C Store
Love's Country Store 23_Lamar_CO	Russ Hallberg	605 N Main St	Lamar	CO	81052	(719) 336-5202	C Store
Love's Country Store 115_Buena Vista_CO	Russ Hallberg	115 Harrison Ave	Buena Vista	CO	81211	(719) 395-3355	C Store

Julesburg Family Market, Inc.	Kevin Van Zee	222 Cedar Street	Julesburg	CO	80737	970-474-0932	Supermarket
Fresh Foods Inc	Ben Dishman	1302 Edison St.	Brush	CO	80723	(970) 842-2622	Supermarket
Love's Travel Stop & Country Store 826_Parachute_CO	Russ Hallberg	100 Cardinal Way	Parachute	CO	81635	970-285-9200	Travel Center
Big D Oil Co.	Zach Policky	1039 S Lincoln Ave	Loveland	CO	80537	970-800-3130	C Store
Big D Oil Co.	Zach Policky	11701 W 24th Street	Greeley	CO	80634	970-400-0892	C Store
Co Grocers Group LLC dba Rainbow Express	Mark Anderson	30359 US-160	South Fork	CO	81154	719-873-5545	C Store
Pride Stores - Hartford, CT	David Green	10 Jennings Rd	Hartford	CT	06120	(860) 461-7505	C Store
Pride Stores - East Granby, CT	David Green	122 Rainbow Road	East Granby	CT	06026	(860) 413-3414	C Store
Pride Stores - South Windsor	David Green	1049 John Fitch Blvd.	South Windsor	CT	06074	(413) 569-8907	C Store
Shahani, Inc.	Khan	721 Farmington Ave	New Britain	CT	06053	860-259-3151	C Store
Love's Country Store 453_Cottdale_FL	Russ Hallberg	2510 Hwy 231	Cottdale	FL	32431	(850) 352-2041	Travel Center
Frisby Management LLC dba Pit Stop #37	Tommy Patel	7905 SW US Hwy 27	Fort White	FL	32038	: (386) 497-4040	C Store
Lake Panasoffkee Fuels, LLC	Ryan Dhami	293 East County Road 470	Lake Panasoffkee	FL	33538	352-793-1233	Travel Center
Sabhat Petroleum Inc.	Manzurul Islam	9031 N. Military Tr.	Palm Beach Gardens	FL	33410	239-849-8316	C Store
ADE 719, LLC dba Bradfordville Susie Q's	Tommy Patel	1500 Bannerman Rd	Tallahassee	FL	32312	850-894-9912	C Store

Kennedy and Lois Shell, Inc.	Samuel Makarius	4205 West Kennedy Blvd	Tampa	FL	33609	813-203-9213	C Store
Zurie Petroleum LLC	Mohammad Shajibujjaman	410 S 50th St	Tampa	FL	33619	(813) 681-4279	C Store
JD 2525 Hillsborough Food Corp	Roman Jimenez	2525 E Hillsborough Ave	Tampa	FL	33610	813-915-5000	Supermarket
Love's Country Store 320_Dublin_GA	Russ Hallberg	3009 GA Hwy 257	Dublin	GA	31021	(478) 296-1368	Travel Center
Love's Country Store 354_Thomson_GA	Russ Hallberg	2129 Washington Rd NW	Thomson	GA	30824-6623	(706) 843-9833	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #87	David Turner	102 Broadhurst Rd	Screven	GA	31560	(912) 579-6910	C Store
Love's Country Store 311_Waco_GA	Russ Hallberg	523 Atlantic Avenue	Waco	GA	30182	(770) 824-5040	Travel Center
Lewis and Raulerson, Inc. dba Friendly Express #31	David Turner	6008 2nd St.	Folkston	GA	31537	(912) 496-3946	C Store
Lewis and Raulerson, Inc. dba Friendly Express #91	David Turner	19144 Hwy 301 North	Hortense	GA	31543	(912) 283-2599	C Store
Lewis and Raulerson, Inc. dba Friendly Express #95	David Turner	25137 Hwy 82	Waynesville	GA	31566	(912) 778-4848	C Store
Harshiv, Inc. dba OM Foods	Chirag Patel	1100 Highway 57	Townsend	GA	31331	(912) 832-2155	C Store
Lewis and Raulerson, Inc. dba Friendly Express #51	David Turner	3224 US Hwy 17 South	Brunswick	GA	31523	(912) 215-8004	C Store
Lewis and Raulerson, Inc. dba Friendly Express #94	David Turner	21828 Hwy 82	Waynesville	GA	31566	(912) 778-4827	C Store
Love's Country Store 698_Macon_GA	Russ Hallberg	1190 Frank Amerson Parkway	Macon	GA	31216	(478) 785-8715	Travel Center
Loyd Management, LLC dba Susie Q's #22	Hiren Patel	1604 Camilla Highway	Moultrie	GA	31768	(229) 890-9314	C Store

Sita Ram Food Mart, LLC dba Choice Food Mart	Kamlesh Patel	991 2nd St	Unadilla	GA	31091	4782442812	C Store
Lewis and Raulerson, Inc. dba Friendly Express #104	David Turner	6509 Alma Hwy	Waycross	GA	31503	912-590-6533	C Store
Lewis and Raulerson Inc. dba Friendly Express #71	David Turner	4341 New Jesup Hwy.	Brunswick	GA	31520	912-275-8931	C Store
Lewis and Raulerson, Inc. dba Friendly Express #103	David Turner	1811 South GA Parkway W.	Waycross	GA	31503	912-283-0998	C Store
Lewis and Raulerson, Inc., dba Friendly Express #105	David Turner	4129 N. Valdosta Road	Valdosta	GA	31602	912-283-5951	C Store
Lewis and Raulerson, Inc. dba Friendly Express #106	David Turner	3645 Inner Perimeter Rd.	Valdosta	GA	31602	912-283-5951	C Store
Love's Travel Stop & County Store 819_Springfield_GA	Russ Hallberg	2600 Highway 21	Rincon	GA	31326	(912) 205-4027	Travel Center
BP Food Store	Samir Ahmad	4565 Hwy 20	Conyers	GA	30013	470-781-5267	C Store
NDH Investments, LLC_dba_Susie Q's 11	Hiren Patel	800 GA-133 South	Moultrie	GA	31768	(229) 668-9999	C Store
AVA Development, LLC	Tommy Patel	8 US-19	Camilla	GA	31730	229-336-0099	C Store
Horizon 4, Inc. dba Grab n Go	Amir Dayani	7194 GA 140	Adairsville	GA	30103	404-702-7702	C Store
Shree Ram 2023, LLC	Jitendra Patel	2500 Hwy 84 Bypass	Thomasville	GA	31757	229-236-2829	C Store
K&E Investment Group LLC dba BP To Go	HAKIM DAMANI	2101 Seven Hill Connector	Dallas	GA	30132	404-200-6176	C Store
KIAARA BUTLER INC	Kalpesh Sandesara	1040 GA-41	Buena Vista	GA	31803	229-277-0006	C Store
3001 Franklin Springs Ventures LLC	Malik Panjwani	3001 W Main St	Royston	GA	30662	470-228-0509	C Store

Jay Ambe 1711 Inc dba Boro Express	Neel Patel	9651 US Hwy 301 S	Statesboro	GA	30458	912-259-9974	C Store
S&N Market, LLC dba Susie Q #27	Sagar Patel	1527 E Jackson St	Thomasville	GA	31792		C Store
RM Food, Inc., dba Elliot's Market Place	Victor Patel	1500 Sigman Road NW	Conyers	GA	30012	(770) 922-2891	C Store
A.C. Wall, Inc.	Bill Wall	4194 Highway 84	Blackshear	GA	31516	912-449-4392	C Store
Jay Ma Brahmani LLC dba Madison Discount Shoppe	Yogeshkumar Patel	2601 Madison Hwy	Valdosta	GA	31601	229-244-1388	C Store
NISHA Convenience Inc.	Sonu Jivani	1502 Old Salem Road SE	Conyers	GA	30013	(470) 276-6980	C Store
Hwy 212 Ventures, LLC dba Neighborhood Market	Nehal Hashwani	4626 Vickery St	Lavonia	GA	30553	706-460-5099	C Store
HARI OM Butler Inc dba D & D Pit Stop	Kal Sandesara	22 N Poplar St	Butler	GA	31006	201-486-9133	C Store
MARS MARKET INC dba Monticello Market	Nazim Jiwani	552 Forsyth St.	Monticello	GA	31064	(762) 435-7175	C Store
Jay Goga Vaak Tifton LLC dba Blue Devil's Corner	Jaydeep Patel	31 Carpenter Rd N	Tifton	GA	31793	470-330-3700	C Store
The Cohutta Market LLC	Mickey Kapoor	5414 Cleveland Highway	Cohutta	GA	30710	706-694-8389	C Store
3010 TM LLC dba Teddy's Market	Karan Ahjua	3010 Ball Ground Hwy	Ball Ground	GA	30107	678-454-3020	C Store
Nirmal Fastrac LLC	Mehul Patel	1045 GA-133 N	Moultrie	GA	31778	201-952-6244	C Store
Coosa 4590 Prime LLC dba Coosa Food Mart	Sam Desai	4590 Alabama Highway	Rome	GA	30165	706-512-4982	C Store
Love's Country Store 361_Newton_IA	Russ Hallberg	4400 S 22nd Ave E	Newton	IA	50208-8264	(641) 791-2410	Travel Center

Al's Corner Oil Co. dba Sparky's One Stop- Lake City	Tia Eischeid	711 E. Main Street	Lake City	IA	51449	(712) 464-3617	C Store
Al's Corner Oil Co. dba Sparky's One Stop #12	Tia Eischeid	Hwy 71 & 175	Lake View	IA	51450	(712) 657-2412	C Store
Al's Corner Oil Co. dba Sparky's One Stop #17	Tia Eischeid	500 State Street	Guthrie Center	IA	50115	(641) 747-3235	C Store
Al's Corner Oil Co. dba Sparky's One Stop #18	Tia Eischeid	101 Highway 30	Vail	IA	51465	(712) 677-5503	C Store
Al's Corner Oil Co. dba Sparky's One Stop #20	Tia Eischeid	660 First Street	Battle Creek	IA	51006	(712) 365-4675	C Store
Al's Corner Oil Co. dba Sparky's One Stop #23	Tia Eischeid	317 Highway 175	Arthur	IA	51431	(712) 367-2300	C Store
Al's Corner Oil Co. dba Sparky's One Stop #24	Tia Eischeid	403 US HWY 169	Harcourt	IA	50544	(515) 354-5325	C Store
Al's Corner Oil Co. dba Sparky's One Stop #4	Tia Eischeid	101 Highway 141	Bayard	IA	50029	(712) 651-2067	C Store
Al's Corner Oil Co. dba Sparky's One Stop #6	Tia Eischeid	410 W. Highway 7	Newell	IA	50568	(712) 272-3044	C Store
Al's Corner Oil Co. dba Sparky's One Stop #9	Tia Eischeid	590 Parker Street	Stanhope	IA	50246	712-272-3044	C Store
Al's Corner Oil Co. dba Sparky's One Stop- Auburn	Tia Eischeid	402 Pine St.	Auburn	IA	51433	(712) 688-7722	C Store
Hometown Foods	Troy Reinhart	601 E. Main	Panora	IA	50216	(641) 755-2213	Supermarket
W & H COOPERATIVE OIL COMPANY dba Fort Dodge Ampride	Chris Carnelley	3243 5th Avenue South	Fort Dodge	IA	50501	(515) 573-7512	C Store
Cubby's- Manson	De Lone Wilson	1302 1st Avenue	Manson	IA	50563	(712) 469-3434	C Store
Cubby's- Percival	De Lone Wilson	2501 210th Avenue	Percival	IA	51648	(712) 382-2789	C Store

Thunder Ridge dba Ampride	John Sarwar	2425 White Tail Drive	Cedar Falls	IA	50613	(319) 277-1141	C Store
EZ Mart, LLC	Imroj Singh	1111 SE Lincoln Street	Bondurant	IA	50035	515-967-1900	C Store
Osage Food-Bank, Inc, dba Randy's Neighborhood Market	Rick Smejkal	633 Chase Street	Osage	IA	50461	(641) 732-5271	Supermarket
Love's Country Store 426_Shelby_IA	Russ Hallberg	10 East Street	Shelby	IA	51570	(712) 207-2441	Travel Center
W & H COOPERATIVE OIL COMPANY	Chris Carnelley	101 York Ave	Renwick	IA	50577	(515) 824-3400	C Store
Al's Corner Oil Co. dba Sparky's One Stop #28	Tia Eischeid	2325 Marshall Hwy	Rockwell City	IA	50579	(712) 297-5707	C Store
Al's Corner Oil Co. dba Sparky's One Stop #8	Tia Eischeid	200 South Berlin St.	Schaller	IA	51053	(712) 275-4200	C Store
The Station LLC	Cory Hodapp	3645 Stone Creek Circle	Cedar Rapids	IA	52404	(319) 632-3081	C Store
Cubby's Inc. - Red Oak	De Lone Wilson	2405 North Broadway Street	Red Oak	IA	51566	(712) 623-4444	C Store
Dewitt Food Bank, Inc. dba Randy's Neighborhood Market	Rick Smejkal	622 10th St.	DeWitt	IA	52742	(563) 659-3136	Supermarket
Al's Corner Oil Co. dba Sparky's One Stop - Storm Lake	Tia Eischeid	5292 Hwy 71 North	Storm Lake	IA	50588	712-732-9611	C Store
Al's Corner Oil Co. dba Sparky's One Stop - Jefferson	Tia Eischeid	606 E Hwy 30	Jefferson	IA	50129	515-386-4913	C Store
The Station II	Cory Hodapp	620 Meade Drive	North Liberty	IA	52317	319-665-2498	C Store
Food Land Supermarket Audubon	John Corbett	104 Market Street	Audubon	IA	50025	712-563-2519	Supermarket
Food Land Supermarkets - Woodbine	John Corbett	423 Walker Street	Woodbine	IA	51579	712-647-2240	Supermarket

Food Land Supermarkets Missouri Valley	John Corbett	407 West Huron	Missouri Valley	IA	51555	712-642-3148	Supermarket
Food Land Supermarkets Avoca	John Corbett	212 West Wood Street	Avoca	IA	51521	712-343-2352	Supermarket
Cubby's II, Inc. - Onawa	De Lone Wilson	2715 Iowa Ave	Onawa	IA	51040	712-423-3239	C Store
Lincoln Farm & Home #3 LLC	Mark Lincoln	18880 Hyland Ave.	Pacific Junction	IA	51561	712-622-8178	C Store
Al's Corner Oil Co. dba Sparky's One Stop #31	Tia Eischeid	212 Main Street	Breda	IA	51436	712-673-2500	C Store
Al's Corner Oil Co. dba Sparky's One Stop 32- Westside	Tia Eischeid	100 Eagle Street	Westside	IA	51467	1-712-663-4360	C Store
Elliott Oil Company dba Eddyville Travel Plaza BP	Zack Rupe	500 Merino Ave	Eddyville	IA	52553	641-969-4765	C Store
Elliott Oil Company	Zack Rupe	720 Richmond Ave.	Ottumwa	IA	52501	(641) 682-9327	C Store
Western Oil LLC	Lezlie Dilsaver	2301 S. 24th St	Council Bluffs	IA	51501	712-325-5435	C Store
W & H COOPERATIVE OIL COMPANY dba Eagle Grove Ampride	Chris Carnelly	215 N. Commercial Ave.	Eagle Grove	IA	50533	(515) 603-6412	C Store
W & H COOPERATIVE OIL COMPANY dba Humboldt Ampride	Chris Carnelley	1301 10th Ave N	Humboldt	IA	50548	(515) 604-6192	C Store
Ainsworth Four Corners, LLC	Adam Richards	3112 IA-92	Ainsworth	IA	52201	319-657-3200	C Store
JVSN Operating LLC dba Amerimart #3	Dave Nagra	7035 West Seltice Way	Post Falls	ID	83854	208-773-9019	C Store
Optimi Enterprises LLC	Sarjodh Dhillon	5804 W Franklin Rd	Boise	ID	83709	208-557-1657	C Store

Abdu Utaev Holdings LLC	Islombek Abdurahmonov	324 3rd Street South	Nampa	ID	83651	208-475-3146	C Store
Salt Enterprises, L.L.C. dba Sunnyside Sinclair	Lisa Toly	10124 East US-30	Lava Hot Springs	ID	83246	(208) 776-9942	C Store
Love's Country Store 384_Greenville_IL	Russ Hallberg	1900 S State St 127	Greenville	IL	62246	(618) 664-9287	Travel Center
Niemann Foods Inc. dba County Market 239	Rusty Hagen	500 N. Sangamon	Petersburg	IL	62675	(217) 632-3896	Supermarket
Niemann Foods Inc. dba County Market #452	Rusty Hagen	551 West Lincoln	Charleston	IL	61920	(217) 345-7031	Supermarket
Niemann Foods Inc. dba County Market #231	Rusty Hagen	109 Illini Blvd	Sherman	IL	62684	(217) 496-2817	Supermarket
Bud's Service, Inc. dba Bud's Citgo	Shreyash Patel	150 E Market St	Somonauk	IL	60552	(815) 498-2217	C Store
Niemann Foods Inc. dba County Market #225-Springfield	Rusty Hagen	210 E. Carpenter Street	Springfield	IL	62702	217-528-3182	Supermarket
Niemann Foods Inc. dba County Market #26	Rusty Hagen	825 West Washington Street	Pittsfield	IL	62363	(217) 285-4453	Supermarket
Niemann Foods Inc. dba County Market #473	Rusty Hagen	520 North 24th	Quincy	IL	62301	(217) 222-0190	Supermarket
Niemann Foods Inc. dba County Market #244	Rusty Hagen	4830 Broadway	Quincy	IL	62301	(217) 223-4829	Supermarket
Niemann Foods Inc. dba County Market #348	Rusty Hagen	210 W. 3rd Street	Sterling	IL	61081	(815) 622-0180	Supermarket
Niemann Foods Inc. dba County Market #453	Rusty Hagen	1090 East Fort St.	Farmington	IL	61531	(309) 245-2122	Supermarket
Niemann Foods Inc. dba County Market #458	Rusty Hagen	518 South Main Street	Lewistown	IL	61542	(309) 547-7181	Supermarket
Niemann Foods Inc. dba County Market #447	Rusty Hagen	943 E. Laurel Ave.	Havana	IL	62644	(309) 543-3304	Supermarket

Niemann Foods Inc. dba County Market #287	Rusty Hagen	408 Walnut Street	Carthage	IL	62321	(217) 357-2836	Supermarket
Niemann Foods Inc. dba County Market #446	Rusty Hagen	422 South Market	Monticello	IL	61856	(217) 762-3161	Supermarket
Niemann Foods, Inc. dba County Market #224	Rusty Hagen	1099 Jason Place	Chatham	IL	62629	(217) 483-9053	Supermarket
Niemann Foods Inc. dba County Market #212	Rusty Hagen	520 W Clinton	Rushville	IL	62681	(217) 322-4395	Supermarket
Niemann Foods Inc. dba County Market #223	Rusty Hagen	1380 North Galena Ave.	Dixon	IL	61021	(815) 288-2112	Supermarket
Niemann Foods Inc. dba County Market 139	Rusty Hagen	1120 N. 6th Street	Monmouth	IL	61462	(309) 734-7393	Supermarket
Niemann Foods Inc. dba County Market #457	Rusty Hagen	6 North Poplar	Pana	IL	62557	(217) 562-4441	Supermarket
Niemann Foods Inc. dba County Market #450 - Mattoon	Rusty Hagen	2000 Western Avenue	Mattoon	IL	61938	(217) 235-5444	Supermarket
Niemann Foods Inc. dba County Market #217	Rusty Hagen	201 W. Blackhawk Drive	Byron	IL	61010	(815) 234-2311	Supermarket
Niemann Foods, Inc. dba County Market #228	Rusty Hagen	1903 West Munroe Street	Springfield	IL	62704	(217) 846-8671	Supermarket
Niemann Foods Inc. dba County Market 300- Girard	Rusty Hagen	619 North 3rd Street	Girard	IL	62640	(217) 627-2011	Supermarket
Valli Produce - Evanston, IL	Carmine Presta	1910 Dempster St.	Evanston	IL	60202	847-866-6100	Supermarket
Love's Country Store 685_Knoxville_IL	Russ Hallberg	1405 Knox Highway 9	Knoxville	IL	61448	(309) 289-2805	Travel Center
Bowen Oil Company	Wes (Chip) Bowen	1002 Cameron Drive	Durand	IL	61024	(815) 248-4001	C Store
Ports Petroleum Company, Inc. dba Fuel Mart #787	John Crawford	1207 East Southline Rd.	Tuscola	IL	61953	217-253-3925	C Store

M & M Service Company DBA Fast Stop	Tony Haberer	455 N Broad Street	Carlinville	IL	62626	217-854-2474	C Store
913 Edwardsville Operations LLC	Imran Hasnani	913 Edwardsville Rd	Troy	IL	62294	618-667-2514	C Store
Medford Oil Co., Inc. dba Medford Food Mart	Eldon Medford	216 North State St.	Jerseyville	IL	62052	(618) 498-2682	C Store
Bloomington Sunrise, LLC. dba Friendly Porch 8	Samir Patel	18928 US-150	Bloomington	IL	61705	309-662-7330	C Store
Ramco LLC	Chaudhry Majeed	1133 East Michigan Ave.	Michigan City	IN	46360	(219) 872-8909	C Store
Dawson Oil Co Inc DBA Docs Shops 12	Charles Dawson	326 East Broadway Street	Shelbyville	IN	46176	(317) 398-0214	C Store
Remington Foods Inc.	Mike Scott	115 E. Division St.	Remington	IN	47977	(219) 261-2542	Supermarket
A&J Petroleum Inc.	Jas Kaur	1795 West State Road 28	Frankfort	IN	46041	(765) 654-4871	C Store
Tahas, LLC dba 38th Street Marathon	Ali Saleh	9950 E. 38th Street	Indianapolis	IN	46235	(317) 895-8706	C Store
Love's Country Store 600_Pendleton_IN	Russ Hallberg	9000 Interpark Dr	Pendleton	IN	46064	(317) 485-2198	Travel Center
Varahi Petroleum Inc. dba Marathon Food Mart	Samir Patel	5201 US Hwy 36	Avon	IN	46123	(317) 386-8923	C Store
Bloomington Petroleum Inc. dba Sunmart	Cherian Pilo	5100 South Victor Pike	Bloomington	IN	47403	812-824-3706	C Store
Faizan Gas and Food, LLC	Sajid Sulehria	11387 W US-36	Losantville	IN	47354	765-853-5581	C Store
Dhaka Corporation	Navil Manzur	6125 East 38th St	Indianapolis	IN	46226	317-983-0640	C Store
Valor LLC dba Hop Shop #1417	Tim Dupin	981 N. State Road 161	Rockport	IN	47635	859-468-3957	C Store

Family Fuel LLC dba Centerton Marathon	Brett Somers	77 Robb Hill Rd	Martinsville	IN	46151	(317) 834-1320	C Store
K & S GAS STATION INC.	Samir Patel	50 S. Morton St	Franklin	IN	46131	317-346-6682	C Store
Eagle One Stop	Todd Haidous	101 W Toledo St.	Fremont	IN	46737	260-495-3110	C Store
Marathon Food Mart	Viraj Patel	3400 Old State Rd 37N	Martinsville	IN	46151	(765) 315-0734	C Store
SHG One Inc. dba Friendly Porch	Sumri Patel	221 East Main St.	Jasonville	IN	47438	812-561-2017	C Store
Butler Oil, Inc.	Aman Khanna	537 W Main St.	Butler	IN	46721	260-868-0036	C Store
Garcha Enterprises Inc	Harry Garcha	545 W Connexion Way	Columbia City	IN	46748	(260) 248-2473	C Store
3B Foods LLC dba Barnes Heartland Foods	Chris Barnes	119 N Broadway St.	Herington	KS	67449	(785) 258-3213	Supermarket
White's Foodliner - Kingman	Jordan White	858 East Avenue D	Kingman	KS	67068	(316) 794-2226	Supermarket
White's Foodliner - Phillipsburg	Jordan White	934 Third St.	Phillipsburg	KS	67661	(785) 543-5412	Supermarket
White's Foodliner - Medicine Lodge	Jordan White	225 S ILIFF ST	Medicine Lodge	KS	67104	(620) 532-3851	Supermarket
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	402 E VANMETER AVE	Johnson	KS	67855	(620) 492-1638	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	117 W KANSAS ST	Tribune	KS	67879	(620) 376-2311	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	204 W AVE A	Syracuse	KS	67878	(620) 384-5033	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	218 East Highway 36	St. Francis	KS	67756	(785) 332-3222	C Store

Downs Superfoods	Smitty Koetter	525 S. Morgan Avenue	Downs	KS	67437	(785) 454-3331	Supermarket
Lincoln Grocery	Kerry Smith	123 S. 4th	Lincoln	KS	67455	785-524-4401	Supermarket
Rod's Thriftway	Rodney Imhoff	307 West 6th St.	Concordia	KS	66901	(785) 243-7774	Supermarket
Love's Country Store 60_Norton_KS	Russ Hallberg	303 W Holme St	Norton	KS	67654	(785) 877-5494	C Store
My Store III, Inc.	Moussa Sobaiti	9801 Parallel Pkwy	Kansas City	KS	66109	913-701-6377	C Store
White's Foodliner dba St. John's Market	Jordan White	329 North US 281 Hwy	St. John	KS	67576		Supermarket
Love's Travel Center 769_Topeka_KS	Russ Hallberg	1811 NW Brickyard Rd.	Topeka	KS	66618	785-357-8302	Travel Center
White's Foodliner - Scott City	Jordan White	1314 S MAIN ST	Scott City	KS	67871	(620) 872-5854	Supermarket
Shrijee of Kansas, LLC dba QP Express 102	Pratik K Darji	1110 N Main St	Cheney	KS	67025	(316) 540-0230	C Store
White's Foodliner- Lindsborg	Jordan White	215 N Harrison St	Lindsborg	KS	67456	785-227-2296	Supermarket
White's Foodliner - Lyons	Jordan White	1105 West Main	Lyons	KS	67554	316-555-9191	Supermarket
Vivo Fuels LLC	Ravi Sharma	101 S 4th St	Leoti	KS	67861	510-574-6877	C Store
Quick Pick, Inc.	Najeeb Alhaj	1201 E First Street	McPherson	KS	67460	620-504-5301	C Store
Quick Pick, Inc.	Najeeb Alhaj	509 N Main St	Argonia	KS	67004	620-491-3864	C Store
My Store III, Inc. dba On The Go	Moussa Sobaiti	9134 Wooden Road	Edwardsville	KS	66111	913-441-5700	C Store

Quick Pick, Inc.	Nageeb Alhaj	203 Main Street	Jetmore	KS	67854	620-393-3460	Travel Center
Vivo Fuels LLC	Ravi Sharma	409 W Frontier Pkwy	Oberlin	KS	67749	785-475-3491	C Store
Go Time 6 LLC	Kim and Scott King	1182 US-27 S	Cynthiana	KY	41031	859-569-3133	C Store
TEG Food Stores, LLC - Elizabethtown	Ravinder Singh	824 N Mulberry St	Elizabethtown	KY	42701	(270) 900-1029	C Store
Go Time #7 Corbin	Kim King	264 West Cumberland Gap Parkway	Corbin	KY	40701	(606)620-5116	C Store
Mai & Prisha LLC dba Grant's Lick Market	"Bob" Patel	971 Kenton Station Rd.	Alexandria	KY	41001	(859) 635-7714	C Store
Go Time 8, LLC	Scott King	38 Perry Circle Road	Hazard	KY	41701	606.551.0020	C Store
Go Time #3 Jackson	Kim and Scott King	9630 Hwy 15 South	Jackson	KY	41339	606-666-8729	C Store
Go Time #1	Kim and Scott King	12056 Campton Rd	Slade	KY	40376	606-663-7890	C Store
Go Time 5 LLC	Kim and Scott King	403 Stanford St	Lancaster	KY	40444	859-304-5225	C Store
Go Time 4 LLC	Kim and Scott King	290 Van Meter Rd	Winchester	KY	40391	859 385-4962	C Store
Teg Food Stores	Ravinder Singh	813 Saloma Rd	Campbellsville	KY	42718	(270) 283-3970	C Store
Go Time 2 LLC	Kim and Scott King	1402 Winchester Rd	Irvine	KY	40336	606-717-0104	C Store
Melbourne Petroleum, Inc. dba Kwick Food Mart	Gurcharan Singh	403 Mary Ingles Hwy	Melbourne	KY	41059	859-441-3051	C Store
Valor, LLC dba Hop Shop #1402	Tim Dupin	8063 US Hwy 42	Florence	KY	41042	859-371-4243	C Store

Valor, LLC dba Hop Shop #1410	Tim Dupin	2832 Verona-Mudlick Road	Verona	KY	41092	859-485-7184	C Store
Valor LLC dba Hop Shop #1416	Tim Dupin	8525 US-60	Lewisport	KY	42351	859-468-6397	C Store
Food Junction LLC	Manjit Singh	1198 Linton Road	Benton	LA	71006	(318) 965-9710	C Store
Food Junction LLC	Manjit Singh	5145 Highway 1	Coushatta	LA	71019	(318) 932-8208	C Store
Food Junction LLC	Manjit Singh	1137 Highway 171	Stonewall	LA	71078	(318) 925-2022	C Store
Food Junction LLC	Manjit Singh	6602 Hwy 3	Benton	LA	71006	(318) 965-5132	C Store
Victor's Fuel Stop LLC	Manjit Singh	2200 Main Street	Logansport	LA	71049	318-560-0009	C Store
Victor's Fuel Stop LLC	Manjit Singh	119 North Front St.	Converse	LA	71419	318-567-2100	C Store
Victor's Fuel Stop LLC	Manjit Singh	4144 Hwy 171	Gloster	LA	71030	318-933-6030	C Store
Food Junction LLC	Manjit Singh	1239 Clear Lake Rd	Mansfield	LA	71052	318-872-6418	C Store
Love's Travel Stop & Country Store 806_Monroe_LA	Russ Hallberg	335 Hwy 594	Monroe	LA	71203	318-816-7101	Travel Center
Saibabas Aashirwad Everyday LLC DBA University Texaco	Chirag Dewan	642 University Park	Natchitoches	LA	71457	445-271-1577	C Store
WELSH PK PETROLEUM LLC	Shamsher Patel	207 W Service Rd	Welsh	LA	70591	337-388-4388	C Store
Pride Stores - Hadley	David Green	25 Russell Street	Hadley	MA	01035	(413) 387-0270	C Store
Pride Stores - Northampton, MA	David Green	375 King Street	Northampton	MA	01060	(413) 584-9485	C Store

Pride Stores - Springfield, MA	David Green	1110 Wilbraham Road	Springfield	MA	01109	(413) 317-7992	C Store
Pride Stores - Springfield-West St.	David Green	77 West Street	Springfield	MA	01104	(413) 733-0938	C Store
Pride Stores - Chicopee, MA	David Green	167 Chicopee Street	Chicopee	MA	01013	(413) 419-0321	C Store
Pride Stores - Agawam, MA	David Green	6 N Westfield St	Agawam	MA	01001	(413) 786-1537	C Store
Pride Stores - Westfield, MA	David Green	234 East Main Street	Westfield	MA	01085	(413) 568-0277	C Store
Pride Stores - Holyoke, MA	David Green	1553 Dwight Street	Holyoke	MA	01040	413-737-6992	C Store
Pride Stores - East Longmeadow	David Green	618 North Main St	East Longmeadow	MA	01028	(413) 747-7850	C Store
Pride Stores - Belchertown	David Green	165 State Street	Belchertown	MA	01007	(413) 213-1202	C Store
Pride Stores - Springfield - State St.	David Green	700 State St	Springfield	MA	01109	(413) 209-9629	C Store
Pride Truck Stop - Chicopee	David Green	363 Burnett Rd.	Chicopee	MA	01020	413-594-5436 (diner)	Travel Center
Lotus Store 13 Inc. dba Shamrock Market	Glanee Patel	1116 St. James Ave	Springfield	MA	01104	413-221-0553	C Store
Summit Stores, LLC	Mark Graham	23 French King Hwy	Gill	MA	01354	(413) 863-3645	C Store
Greenridge Variety	Rakesh (Rocky) Shah	1086 South Street	Dalton	MA	01226	(413) 684-1200	C Store
Moksh Family Corporation dba Pepperell Quality Market	TJ Patel	75 Main Street	Pepperell	MA	01463	978-627-1708	Other
7 Jackson's Corner Store	Paul Patel	1486 Alfred Road	Lyman	ME	04002	207-499-2919	C Store

Elmers Country Store, LLC	Ab Morris	1039 US-1	Columbia Falls	ME	04623	207-483-2100	C Store
Lloyds Family Market	Malarie Lloyd	10 Gilman Falls Ave.	Old Town	ME	04468	207-827-3701	C Store
MM CS Services LLC dba MM CS Services #678	Christina Hardin	161 E Main St	Searsport	ME	04974	(207) 548-2728	C Store
MM CS Services, LLC dba MM CS Services #679	Christina Hardin	190 Route 3	South China	ME	04358	(207) 445-5582	C Store
NDMK CORP. dba Quick Stop Shell	Nizam "Sam" Moussa	611 Wilson St	Brewer	ME	04412	(207) 989-3992	C Store
D Brothers Party Store Inc. #7	Amer Assaf	43544 Gratiot Street	Clinton Township	MI	48036	(586) 465-5957	C Store
Stephenson Marketing Coop, Inc.	Jesse Betters	N15895 US-41	Powers	MI	49874	(906) 497-5596	C Store
Love's Country Store 701_Capac_MI	Russ Hallberg	3191 Capac Rd	Capac	MI	48014	(810) 395-9690	Travel Center
B & D Party Store, Inc.	William Brown	8974 Sand Beach Rd	Harbor Beach	MI	48441	989-479-6800	C Store
Elmer's County Market	Mike Dagenais	412 North Lincoln Road	Escanaba	MI	49829	906-789-0151	Supermarket
Blarney Castle Oil Co. dba Baldwin EZ Mart	Tom Hutchinson	1210 Michigan Ave	Baldwin	MI	49304	231-745-3373	C Store
Convenience King Group, Inc.	Jim Linton	240 South Broad Street	Hillsdale	MI	49242	517-439-1920	C Store
Blarney Castle Oil Co. dba Rosebush EZ Mart	Tom Hutchinson	4130 E Rosebush Rd	Rosebush	MI	48878	989-433-8028	C Store
UF Michigan LLC	John Orow	935 S Grand Ave	Fowlerville	MI	48836	517-551-1233	C Store
Folk Oil Company, Inc dba Albion PS Food Mart #1020	Jim Linton	101 East Michigan Ave	Albion	MI	49224	517-629-9233	C Store

Blarney Castle Oil Co dba Mancelona EZ Mart	Tom Hutchinson	9510 N. Front St.	Mancelona	MI	49659	231-864-3111	C Store
Blarney Castle Oil Co. dba Lewiston EZ Mart	Tom Hutchinson	3521 County Road 612	Lewiston	MI	49756	231-864-3111	C Store
Blarney Castle Oil Co. dba Fowler EZ-Mart	Tom Hutchinson	10850 E. 2nd Street	Fowler	MI	48835	989-593-0170	C Store
M.C. Petro, Inc.	William Bazzi	10601 Outer Dr. E	Detroit	MI	48224	313-371-4777 (store)	C Store
Fleck's Fresh Mart, LLC	Dan Fleckenstein	421 N Main St	Standish	MI	48658	989-846-6881	C Store
Fill N Shop LLC	Antoin Akl	4990 Lapeer Rd	Smiths Creek	MI	48074	810-689-5989	C Store
Blarney Castle Oil Co. dba Farwell EZ Mart	Tom Hutchinson	3375 W Cadillac Dr.	Farwell	MI	48622	989-588-6189	C Store
Stephenson Marketing Cooperative Inc.	Jesse Betters	W5599 County Road G 12	Stephenson	MI	49887	(906) 753-4455	C Store
Blarney Castle Oil Co dba Hilltop Express EZ Mart	Tom Hutchinson	6353 E 88th St	Newaygo	MI	49337	231-652-6659	C Store
Blarney Castle Oil Co dba Hilltop EZ Mart	Tom Hutchinson	6398 E 36 St	White Cloud	MI	49349	231-689-6470	C Store
Blarney Castle Oil Co dba Kincheloe EZ Mart	Tom Hutchinson	4440 Tone Rd.	Kincheloe	MI	49788	906-495-5100	C Store
Blarney Castle Oil Co. dba East Jordan EZ Mart	Tom Hutchinson	651 Water St	East Jordan	MI	49727	231-536-7372	C Store
Blarney Castle Oil Co. dba Drummond Island EZ-Mart	Tom Hutchinson	29582 E Channel Rd	Drummond Island	MI	49726	906-493-5509	C Store
Blarney Castle dba EZ-Mart - Big Rapids EZ Mart	Tom Hutchinson	710 South State St	Big Rapids	MI	49307	(231) 796-7940	C Store
Blarney Castle Oil Co dba Lake City EZ Mart	Tom Hutchinson	414 Main St.	Lake City	MI	49651	231- 839-7255	C Store

Blarney Castle dba Curran EZ Mart	Tom Hutchinson	2541 M-65	Curran	MI	48728	989-848-2344	C Store
Blarney Castle Oil Co - Cedarville EZ Mart	Tom Hutchinson	159 West M 134	Cedarville	MI	49719	906-484-2275	C Store
Folk Oil Company, Inc. dba PS Food Mart #1042	Jim Linton	655 Tecumseh Street	Dundee	MI	48131	734-529-8522	C Store
Three Orchards, Inc dba Simon Xpress	Faiz Simon	27745 Orchard Lake Rd	Farmington Hills	MI	48334	248-516-3115	C Store
Judge Convenience, Inc.	Avtar Singh	51012 M-51 North	Dowagiac	MI	49047	269-782-6884	C Store
Jerry's Home Quality Foods	Jerry Hahn	417 Main Avenue	Gaylord	MN	55334	(507) 237-5165	Supermarket
Cottonwood Co-Op Oil Company	Sandra Kolhei	147 Barstad Road	Cottonwood	MN	56229	(507) 423-6282	C Store
Marketplace Foods Moose Lake	Randy Jeager	70 Arrowhead Lane	Moose Lake	MN	55767	(218) 485-4336	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #7	Kristen Wings	215 Pennington Ave S	Thief River Falls	MN	56701	218-681-8555	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #11	Kristen Wings	101 4th Street East	Park Rapids	MN	56470	218-732-3368	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #5	Kristen Wings	306 14th St. NE	East Grand Forks	MN	56721	218-773-2418	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #4	Kristen Wings	1310 University Ave.	Crookston	MN	56716	218-281-3690	Supermarket
Jerry's Home Quality Foods	Jerry Hahn	105 1st Ave. N.	Arlington	MN	55307	507-964-2246	Supermarket

Farmers Union Oil Co. dba Montevideo Granite Falls Co-op	Robin Enevoldsen	605 W Hwy 212	Montevideo	MN	56265	320-269-5574	C Store
Orton's Audubon Cenex	Frank Orton	129 South 2nd St.	Audubon	MN	56511	(218) 439-6670	C Store
Orton's Y Mart Cenex	Frank Orton	6854 Y Frontage Road NW	Walker	MN	56484	218-547-1334	C Store
Orton's Walker Cenex	Frank Orton	312 Minnesota Ave W	Walker	MN	56484	(218) 547-2150	C Store
Mum's The Word, LLC dba Nicolett Mart	Kevin Schwartz	220 Main Street	Nicolett	MN	56074	507-232-3232	C Store
Orton's Cass Lake Cenex	Frank Orton	6864 US-2	Cass Lake	MN	56633	218-995-2655 Store	C Store
Orton's Park Rapids East Cenex	Frank Orton	1109 1st St E	Park Rapids	MN	56470	218-237-2220	C Store
Road Ranger, LLC #242	Tana Slater	22345 Highway 28	St. Robert	MO	65584	(815) 315-4953	C Store
Trail's End Truck Stop	Tami Faulks	1303 US Hwy 136 W	Rock Port	MO	64482	660-744-6166	Travel Center
Niemann Foods Inc. dba County Market #375 - Palmyra	Rusty Hagen	1208 South Main	Palmyra	MO	63461	(217) 222-2290	Supermarket
LMC Convenience Store, LLC dba Interstate Food Mart	Michael Hadrick	26075 Highway 17	Waynesville	MO	65583	(573) 774-2973	C Store
Ayers Oil Co. dba Ayerco Store #35 - Bowling Green	Brad Ayers	18048 MO-161	Bowling Green	MO	63334	(573) 324-3006	C Store
Love's Country Store 488_Bloomsdale_MO	Russ Hallberg	8349 Enterprise Rd	Bloomsdale	MO	63627	(573) 483-9235	Travel Center
Niemann Foods Inc. dba County Market #392- Vandalia	Rusty Hagen	1555 West Hwy 54	Vandalia	MO	63382	(573) 594-6430	Supermarket
Niemann Foods Inc. dba County Market #399- Winfield	Rusty Hagen	11 Winfield Plaza	Winfield	MO	63389	(636) 668-6700	Supermarket

Warrenton Oil Co. dba FastLane #32 (Troy)	Chris Ford	310 E Highway 47	Troy	MO	63379	(636) 528-0872	C Store
Warrenton Oil Company dba FastLane #23 (North)	Chris Ford	1010 N. Highway 47	Warrenton	MO	63383	(636) 456-3722	C Store
Warrenton Oil Company dba FastLane #33 (O'Fallon)	Chris Ford	1001 Tom Ginnever Ave	O'Fallon	MO	63366	(636) 272-7150	C Store
Warrenton Oil Company dba FastLane #26 (Eolia)	Chris Ford	101 West Outer Road	Eolia	MO	63344	(573) 485-7500	C Store
Warrenton Oil Company dba FastLane #47 (Moscow Mills)	Chris Ford	240 College Campus Drive	Moscow Mills	MO	63362	(636) 356-9201	C Store
Warrenton Oil Company dba FastLane #31	Chris Ford	512 First Street	Jonesburg	MO	63351	(636) 488-5670	C Store
Niemann Foods Inc. dba County Market 182	Rusty Hagen	202 Steamboat Bend Shopping Center	Hannibal	MO	63401	573-248-0511	Supermarket
Niemann Foods Inc. dba County Market #409	Rusty Hagen	1805 Elm Street	Canton	MO	63435	(573) 288-5151	Supermarket
Niemann Foods Inc. dba County Market #391 - Louisiana	Rusty Hagen	3328 Georgia Street	Louisiana	MO	63353	(217) 221-5600	Supermarket
Love's Country Store 643_Sikeston_MO	Russ Hallberg	1401 S Main St	Sikeston	MO	63801	(573) 472-6428	Travel Center
Crossroads General Store, LLC	Michelle S. (Shelley) Wiler	707 South Sturgeon	Montgomery City	MO	63361	(573) 564-3902	C Store
Circle K 1613	Debbie D	100 Old Towne Drive	Eureka	MO	63025	636-938-9111	C Store
Warrenton Oil Company dba FastLane #36	Chris Ford	21 East Hwy N	Wentzville	MO	63385	636-456-3346	C Store
Bwothel Stores LLC	Ram Kajani	1010 State Hwy AD	Dexter	MO	63841	573-891-1023	C Store
Warrenton Oil Co. DBA FastLane	Chris Ford	720 N. 3rd Street	Louisiana	MO	63353	636-456-3346	C Store

Warrenton Oil Co. dba FastLane #7	Chris Ford	3000 MO-94	Saint Charles	MO	63301	636-456-3346	C Store
Warrenton Oil Company dba FastLane	Chris Ford	22450 MO-19	Center	MO	63436	6364563346	C Store
Ayers Oil Company dba Ayerco Store #34	brad Ayers	620 N. Pearl Street	Milan	MO	63556	6602654681	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3167	Roger Hudson	101 Rebar Rd	Sedalia	MO	65301	(660) 851-0839	C Store
MFA Petroleum Company dba BreakTime Convenience Stores #3165	Roger Hudson	1299 N 13 Highway	Warrensburg	MO	64093	660-429-0173	C Store
MFA Petroleum Company dba BreakTime Convenience Stores #3170	Roger Hudson	2505 S Killingsworth Ave	Bolivar	MO	65613	(417) 326-0072	C Store
MFA Petroleum Company dba BreakTime Convenience Store #3163	Roger Hudson	1751 Urbandale Dr. East	Moberly	MO	65270	660-362-0030	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3121	Roger Hudson	2167 MO-7	Clinton	MO	64735	660-885-5641	C Store
MFA Petroleum Company dba BreakTime Convenience Stores #3150	Roger Hudson	101 E 7th Street	Lebanon	MO	65536	417-532-0975	C Store
JOPLIN 1210 LLC	Bobby Patel	1210 East 15th St.	Joplin	MO	64804	417-553-0688	C Store
Hannah's General Store	Mike Keeth	725 W. Jefferson Avenue	Conway	MO	65632	(417) 589-2327	C Store
7 Express, Inc	Ron Crainshaw	14051 M0-7	Climax Springs	MO	65324	(573) 347-2712	C Store
BP Wright City	Ahmed Ridi	13190 E Veterans Memorial Pkwy	Wright City	MO	63390	636-791-1280	C Store

Pleases Stop LLC	Hassan Shehimy	7500 NW River Park	Parkville	MO	64152	(816) 746-1877	C Store
Snappy Mart #18	Eden Soloman	600 S Harris St.	Willow Springs	MO	65793	(417) 469-5560	C Store
Ayers Oil Company dba Ayerco Store #21 - Kahoka	Brad Ayers	442 S. Johnson St.	Kahoka	MO	63445	(660) 727-3613	C Store
Ayers Oil Company dba Ayerco Store #28 - Canton	Brad Ayers	401 N. 4th Street	Canton	MO	63435	(573) 288-3062	C Store
Ayers Oil Company dba Ayerco Store #36 - Shelbina	Brad Ayers	301 North Center Street	Shelbina	MO	63468	(573) 588-2094	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3173	Roger Hudson	2213 Cardinal Dr	Fulton	MO	65251	573-607-3365	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3174	Roger Hudson	7701 Roanoke Dr	Columbia	MO	65202	573-607-3364	C Store
MFA Petroleum Company dba Break Time Convenience Store #3172	Roger Hudson	2755 Militia Dr.	Jefferson City	MO	65101	573-607-3366	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3016	Roger Hudson	2205 N Stadium Blvd	Columbia	MO	65202	573-445-6684	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3175	Roger Hudson	2225 North Stone Creek Drive	Brookline	MO	65619	417-397-4396	C Store
MFA Petroleum Company dba Break Time Convenience Stores #3176	Roger Hudson	520 East Hinton Road	Columbia	MO	65202	(573) 449-7048	C Store
MFA Petroleum Company dba BreakTime Convenience Store #3133	Roger Hudson	420 N Main Street	Sikeston	MO	63801	5734810105	C Store

MFA Petroleum Company dba BreakTime Convenience Store #3133	Roger Hudson	2823 E Malone Avenue	Sikeston	MO	63801	573.471.2630	C Store
MFA Petroleum Company dba BreakTime Convenience Stores #3140	Roger Hudson	200 S Olive Street	Holden	MO	64040	816.732.4972	C Store
Tapomurti LLC dba Fuel Junction	Shashikant (Sam) Patel	62 South Hwy 47	Hawk Point	MO	63379	314-565-5396	C Store
SOUTHERN OIL COMPANY dba Fastmart	Mitchell Morris	401 E. Main St.	Florence	MS	39073	(601) 845-3476	C Store
Love's Country Store 393_Magnolia_MS	Russ Hallberg	1119 Airport Fernwood Rd	McComb	MS	39648	(601) 684-3353	Travel Center
Jordan's Kwik Stop #26	Jackie McClure	6125 Hwy 49N	Dundee	MS	38626	(662) 337-4206	C Store
Love's Country Store 639_Lake_MS	Russ Hallberg	6138 Lake Norris Road	Lake	MS	39092	(601) 775-0011	Travel Center
Love's Country Store 595_Gulfport_MS	Russ Hallberg	9240 County Farm Road	Gulfport	MS	39503	(228) 832-0199	Travel Center
United Development LLC	Avtar Singh	1001 W. County Line Rd	Jackson	MS	39213	(601) 957-7866	C Store
Orbit Discount Store Inc	Rashad Sana	1415 E Broadway St	Yazoo City	MS	39194	662-528-3327	C Store
I-55 Development LLC	Rajinder Singh	10051 Cooper Williams Rd	Philadelphia	MS	39350	(601) 951-1534	C Store
Darling Fund LP	Otis Buckley	179 Darling Rd	Darling	MS	38623	662-326-5533	C Store
TriMurti Enterprises LLC	Par Bat Khunti	509 East Main St.	Senatobia	MS	38668	662-562-0502	C Store
Terry Texaco Food and Gas LLC	Nav Thind	511 W Cunningham Ave	Terry	MS	39170	(601) 878-5436	C Store

Alowdi Express Corp. dba Thaxton One Stop	Amer Alowdi	60 Thaxton Rd.	Thaxton	MS	38871	662-200-1176	C Store
Addy & Ana Inc	Anum Aslam Allahwala	4805 Bethel Rd	Olive Branch	MS	38654	901-335-7159	C Store
Rebels Gas Mart	Abraham Aydah	505 Hwy 7 S.	Oxford	MS	38655	662-513-5000	C Store
Hernando Food Mart	AKM Parvez Hafiz	8995 Hwy 304	Hernando	MS	38632	404-453-3783	C Store
Prudence LLC_dba_Slayden Market	Vikramjit Singh	2710 Hwy 72	Lamar	MS	38642	516-343-0151	C Store
Pleasant Hill Market & Deli, Inc.	Majdy "George" Altayeh	230 Pleasant Hill Rd.	Nesbit	MS	38651	662-429-1177	C Store
Blue Bird Express #3, Inc.	Yaser (Jack) Saleh	7785 New Craft Rd.	Olive Branch	MS	38654	662.874-6304	C Store
Bloomingcraft LLC	Rahim Khetani	620 Craft road N	Olive Branch	MS	38654	662-874-6188	C Store
24-7 Express, Inc.	Mofazzal (Rana) Hossain	9192 Hacks Cross Rd	Olive Branch	MS	38654	901-859-9391	C Store
Hope Starts, LLC dba I-69 Express	TOFAZZAL HOSSAIN	991 MS HWY 309	Byhalia	MS	38611	803-404-7337	C Store
Blooming Olive, LLC dba Hernando BP	Sana Jain	665 E Commerce St	Hernando	MS	38632	901-246-0987	C Store
AJ's SuperMkt LLC	Harpreet Singh	102 W South Ave Ste B	Mendenhall	MS	39114	601-675-8332	C Store
280 Hwy 7 Express LLC	Mostafa Masum	280 HWY 7 North	Grenada	MS	38901	662-226-0242	C Store
RIZ LLC dba Shell Truck Plaza	Rizwan Tariq	5073 N Hwy 17S	Pickens	MS	39146	601-951-1534	C Store
Arar Property Investment LLC dba Arar Travel Center	Mo Arar	87 Co Rd 520	Shannon	MS	38868	(662)530-0030	C Store

QB Food and Gas 4 LLC	Tony Singh	704 Hwy 16	Carthage	MS	39051	6015727253	C Store
Dope and Cope LLC	Harpreet Singh	1038 Old Jackson Rd	Canton	MS	39046	601-331-4794	C Store
Majhail, LLC dba TA Mooreville	Jas Gill	590 MS-371	Mooreville	MS	38857	601-421-5674	C Store
Premium Management Group, LLC	Jake Sumrall	209 MS-28	Taylorsville	MS	39168	(601) 785-9281	C Store
Hacks Cross Travel Center LLC	Mustafa Korin	7590 Hacks Cross Rd.	Olive Branch	MS	38654	(662) 895-3773	C Store
Kumar Enterprises, Inc. dba A One Stop #2	Harry Kumar	1702 Hwy 84 E	Brookhaven	MS	39601	601-833-7230	C Store
SUN IV, LLC	Sukhraj Singh	1442 W Peace St.	Canton	MS	39046	601-859-6282	C Store
Milligan's Inc. dba Stillwater Market	Steve Nummerador	2 South Woodard	Absarokee	MT	59001	(406) 328-4314	Supermarket
Reese & Ray's IGA #751 - Sidney	Kelly Burke	203 Second St NW	Sidney	MT	59270	(406) 482-3737	Supermarket
Broadus IGA #31	Larry Wolfson	120 South Park	Broadus	MT	59317	(406) 436-2288	Supermarket
Columbus IGA Plus #84	Tim Matovich	133 North 5	Columbus	MT	59019	(406) 322-5718	Supermarket
Rich's Food Town Inc. dba Everyday IGA North	Richard Chadwick	2505 6th Ave North	Great Falls	MT	59401	406-761-7506	Supermarket
Rich's Food Town, Inc.	Richard Chadwick	209 West Central Ave	Browning	MT	59417	406-450-0723	Supermarket
Whitefish Westside Market, LLC	Joe Hess	145 West 2nd Street	Whitefish	MT	59937	(406) 862-4535	C Store
Love's Country Store 497_Statesville_NC	Russ Hallberg	229 Mocksville Hwy	Statesville	NC	28625	(704) 838-1539	Travel Center

Love's Country Store 507_Salisbury_NC	Russ Hallberg	1105 Peeler Rd Ste 100	Salisbury	NC	28146	(704) 630-6767	Travel Center
Love's Country Store 714_Charlotte_NC	Russ Hallberg	2603 Sam Wilson Rd	Charlotte	NC	28214-9087	(704) 392-7511	Travel Center
Love's Country Store 741_Reidsville_NC	Russ Hallberg	2103 Barnes Street	Reidsville	NC	27320	(336) 342-1656	Travel Center
Sudduth Midgett Convenience LLC dba Barco Food Mart	Richard Sudduth	4412 Caratoke Hwy	Barco	NC	27917	252-453-0724	C Store
Marketplace Food Main Store	Randy Jeager	1930 S Broadway	Minot	ND	58701	(701) 839-7580	Supermarket
Marketplace Foods-Arrowhead	Randy Jeager	1600 2nd Ave SW	Minot	ND	58701	(701) 839-7948	Supermarket
Marketplace Foods Broadway	Randy Jeager	1620 South Broadway	Minot	ND	58701	(701) 837-4961	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #2	Kristen Wings	1631 S. Washington	Grand Forks	ND	58201	(701) 772-3419	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #8 Main Store	Kristen Wings	1750 32nd Ave. South	Grand Forks	ND	58201	701-746-0688	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #6	Kristen Wings	1315 Columbia Rd.	Grand Forks	ND	58201	701-772-7283	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #9	Kristen Wings	310 1st Ave. South	Jamestown	ND	58401	701-252-0981	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #10	Kristen Wings	155 East 12th Street	Grafton	ND	58237	701-352-0770	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace #3	Kristen Wings	1925 13th Ave. N.	Grand Forks	ND	58203	(701) 772-5531	Supermarket

Marketplace North Hill	Randy Jeager	2211 16th St NW	Minot	ND	58701	(701) 857-4060	Supermarket
Hankinson Market, Inc. dba Miller's Fresh Foods	Jeff Miller	320 Main Ave. S.	Hankinson	ND	58041	(701) 242-7656	Supermarket
Valley Markets, Incorporated dba Hugo's Family Marketplace	Kristen Wings	500 Demers Ave.	Grand Forks	ND	58203	218-773-2418	Supermarket
Standing Rock Enterprises, Inc. dba Prairie Knights Casino & Resort	Gregory Wendtholm	7932 ND-24	Fort Yates	ND	58538	701 854 7362	C Store
Cubby's, Inc. - Greenwood	De Lone Wilson	13504 238th Street	Greenwood	NE	68366	(402) 944-7055	C Store
Cubby's Inc. - Bennington	De Lone Wilson	15625 C W Hadan Drive	Bennington	NE	68007	(402) 238-2819	C Store
Shurfine Food Center #9225	Debra Svoboda	805 G Street	Burwell	NE	68823	308-346-4705	Supermarket
Cubby's- Omaha (Mormon Bridge)	De Lone Wilson	9220 Morman Bridge Rd.	Omaha	NE	68152	(402) 453-1103	C Store
Cubby's- Columbus	De Lone Wilson	4812 Howard Blvd	Columbus	NE	68601	(402) 564-6766	C Store
Cubby's, Inc. - Norfolk	De Lone Wilson	1303 Ta Ha Zouka Drive	Norfolk	NE	68701	(402) 371-5337	C Store
Cubby's, Inc. - Pender	De Lone Wilson	701 S 4th Street	Pender	NE	68047	(402) 385-3075	C Store
Colorado Retail Ventures, LLC dba Eagle Store	Lee Stump	651 CHESTNUT ST	Arapahoe	NE	68922	(308) 962-8480	C Store
Cubby's, Inc. - Neligh	De Lone Wilson	210 L. Street	Neligh	NE	68756	(402) 887-4649	C Store
Cubby's, Inc. - Syracuse	De Lone Wilson	110 N. 30th	Syracuse	NE	68446	(402) 269-3700	C Store

Cubby's, Inc. - O'Neill	De Lone Wilson	204 East Hwy 20	O'Neill	NE	68763	(402) 336-3028	C Store
Cubby's II, Inc. - Gothenburg	De Lone Wilson	301 Southlake Ave.	Gothenburg	NE	69138	(308) 537-3202	C Store
Fresh Foods Inc	Ben Dishman	1270 10th Street	Gering	NE	69341	(308) 633-2901	Supermarket
Hills Family Foods	Dirk Hill	131 East 5th Street	Imperial	NE	69033	308-882-5218	Supermarket
Gary's Super Foods	Gary Suhr	1620 E. 4th Street, Suite 110	North Platte	NE	69101	(308) 530-9051	Supermarket
Cubby's II- Blair, LLC	De Lone Wilson	1458 Washington St	Blair	NE	68008	402-426-8466	C Store
Cubby's- Shelby	De Lone Wilson	600 E. Hwy 81 & 92	Shelby	NE	68662	402-527-5331	C Store
Cubby's- Yutan	De Lone Wilson	546 County Road M	Yutan	NE	68073	402-625-2884	C Store
Gary's Super Foods II	Gary Suhr	1921 West A Street	North Platte	NE	69101	308-532-7134	Supermarket
Cubby's-Omaha Old Market, LLC	De Lone Wilson	601 South 13th Street	Omaha	NE	68102	402-341-2900	C Store
Gary's Super Foods- McCook	Gary Suhr	212 Westview Plaza	McCook	NE	69001	308-345-7711	Supermarket
Cubby's - Bellevue, LLC	De Lone Wilson	7613 S 36th Street	Bellevue	NE	68147	402-733-3541	C Store
Cubby's- Laurel	De Lone Wilson	210 US 20	Laurel	NE	68745	402-256-3165	C Store
Western Oil DBA Speedee Mart	Lezlie Dilsaver	1711 W. 56th Street	Kearney	NE	68845	308-270-0451	C Store
Gini, LLC	Hamal Patel	1105 S. Broad St.	Inglewood	NE	68025	(402) 721-9815	C Store

Cubby's, Inc. dba Cubby's	De Lone Wilson	206 Oak Street	Wakefield	NE	68784	402-287-2614	C Store
Western Oil, Inc.	Lezlie Dilsaver	923 238th Road	Milford	NE	68405	402-761-2183	C Store
Western Oil, Inc.	Lezlie Dilsaver	5205 S 72nd St	Omaha	NE	68127	402-331-8166	C Store
Gini, LLC dba Andy's Quick Stop	Hamal Patel	101 S. Charde Ave	Oakland	NE	68045	402-685-5534	C Store
Friend's Quick Shop, LLC dba Qwik 6	Jennifer Bessmer	1535 1st Street	Friend	NE	68359	402-748-3661	C Store
Summit Stores LLC dba The Factory Store and Deli	Mark Graham	219 West St	Keene	NH	03431	(603) 338-0110	C Store
Yogikrupa Pier 19 Country Store Inc.	Vipulkumar Patel	225 Governor Wentworth Hwy	Mirror Lake	NH	03853	603-515-7141	C Store
R&A Food Services LLC	Romany Saleh	1347 John F. Kennedy Blvd	Bayonne	NJ	07702	917-979-0842	Other
Love's Country Store 215_Gallup_NM	Russ Hallberg	3380 W Historic Hwy 66	Gallup	NM	87301-6841	(505) 863-3849	Travel Center
Love's Country Store 262_Tucumcari_NM	Russ Hallberg	1900 Mountain Road	Tucumcari	NM	88401	(575) 461-1900	Travel Center
Love's Country Store 257_Milan_NM	Russ Hallberg	257 Horizon Blvd	Milan	NM	87021	(505) 287-2981	Travel Center
Love's Country Store 733_Las Vegas_NM	Russ Hallberg	2401 N. Grand Ave.	Las Vegas	NM	87701	(505) 425-9453	Travel Center
Love's Country Store 760_Eunice_NM	Russ Hallberg	16 Andrews Hwy	Eunice	NM	88231	(575) 394-0015	Travel Center
Love's Travel Center 817_Santa Teresa_NM	Russ Hallberg	2401 Airport Rd.	Santa Teresa	NM	88008	517-619-6090	Travel Center
Mimbres Food Mart	Syed Ashraf	420 E Cedar St	Deming	NM	88030	575-647-9125	C Store

333 Eagles Landing Travel Plaza LLC	Cary Huff	1057 S Lower Flat Top Dr.	Mesquite	NV	89027	702-849-0400	Travel Center
Lucky's Food Market, Inc.	Ali Magid	729 Sycamore St.	Buffalo	NY	14212	(716) 444-5516	C Store
Shubh NY Inc. dba On The Way	Jay Goswami	2368 Hamburg TPKE	Lackawanna	NY	14218-2522	973-807-8823	C Store
Shiv Auburn Corp. dba Walmart Auburn	Deep Patel	297 Grant Ave	Auburn	NY	13021	(315) 916-1578	Food Court
Ayama LLC dba The Corner Store	Athar Rajput	1234 Stewart Ave	Bethpage	NY	11714	516-619-0044	C Store
Haver's Nice-N-Easy Inc	Kelly Haver Volo	8035 NY-12	Barneveld	NY	13304	315-896-2139	C Store
RUDRA LLC dba Reading Village Market	Vinay Patel	8400 Reading Rd	Reading	OH	45215	513-834-5537	C Store
Willowick Market, Inc. dba Euclid Mini Mart & Gas	Abdulla Hussain	27611 Euclid Ave	Euclid	OH	44132	216-459-7813	C Store
Janu Operations LLC dba AJ's Drive Thru	AJ Patel	1648 Linden Ave	Zanesville	OH	43701	740-453-7373	C Store
S & A Convenience Store LLC	Sandeep Kumar	2954 Cincinnati Dayton Rd	Middletown	OH	45044	513-649-8285	C Store
Voos, Inc. dba North Hampton Marathon	Muhammad Akhtar	4020 Martin Dr	North Hampton	OH	45502	937-964-3000	C Store
JC G-Mart Inc	Milan Singh	404 W Pike Street	Jackson Center	OH	45334	516-373-1446	C Store
Love's Country Store 268_Atoka_OK	Russ Hallberg	1935 S. Mississippi Ave	Atoka	OK	74525	(580) 889-9394	Travel Center
Love's Country Store 74_Lindsay_OK	Russ Hallberg	502 West Cherokee	Lindsay	OK	73052	(405) 756-4826	C Store
Love's Country Store 638_Texhoma_OK	Russ Hallberg	1430 US Hwy 54 E	Texhoma	OK	73949	(580) 423-6126	C Store

A And H Gas N Go Inc dba Ardmart Grocery & Deli	Samy Ahmad	1200 N Washington St.	Ardmore	OK	73401	5804653778	C Store
Beggs Pit Stop	Mohammed Islam	206 state Hwy 16	Beggs	OK	74421	918-770-8886	C Store
MAX MART, L.L.C.	Max Ayub	2218 N Harvard Ave	Tulsa	OK	74115	(918) 835-9704	C Store
Love's Travel Stop & Country Store 794_Watonga_OK	Russ Hallberg	1520 E Russworm Drive	Watonga	OK	73772	5806232206	Travel Center
Love's Travel Stop & Country Store 120_Vian_OK	Russ Hallberg	706 S Thornton St.	Vian	OK	74962	(580) 290-6058	Travel Center
LittleField Express #4	Jeff Taylor	1328 South Main	Muldrow	OK	74948	(918) 503-6165	C Store
Little Grocery & Deli Junction	Sumair Yaqub	11498 north hwy 99	Seminole	OK	74868	405-414-0127	C Store
Hammer-Williams Company dba Jiffy Trip #452	Alex Williams	2327 W Owen K Garriott Rd	Enid	OK	73703	580-210-5960	C Store
Hashaam LLC dba Copan Handi Mart	Hasheem Cheema	600 S Caney St.	Copan	OK	74022	9185323000	C Store
Haris Stores Inc dba Phillips 66	Hashaam Cheema	310 W 1 St.	Chandler	OK	74834	405-258-1659	C Store
Sunny & Jay Stores Inc dba Rodeo Corner	Hashaam Cheema	901 E Seward Rd	Guthrie	OK	73044	(405) 282-2791	C Store
Maggie's Mini Mart, LLC	Julie O'Hair	915 South Broadway	Laverne	OK	73848	(580) 921-3302	C Store
Perfect Food and Gas 1, Inc.	Yuba Parajuli	2749 E Admiral Place	Tulsa	OK	74110	9035179455	C Store
Love's Country Store 449_Troutdale_OR	Russ Hallberg	400 NW Frontage Rd	Troutdale	OR	97060	(503) 665-7741	Travel Center
GBPM, Inc., dba Alston Country Store & Video	Boj Brar	25239 Alston Road	Rainier	OR	97048	503-556-9685 Store	C Store

Metro Mart, Inc	Jack Singh	1120 W Highland Ave	Hermiston	OR	97838	541-567-1699	C Store
CKB Energy, LLC dba The Trails	Courtney Bode	3709 SW 21st Pl	Redmond	OR	97756	(541) 359-2877	C Store
Supra Store Inc. dba Jackpot Market	Happy (Phaji & Kiran) Supra	51883 Columbia River Hwy	Scappoose	OR	97056	503-543-4070	C Store
Evergreen Energy, LLC	Courtney Bode	3390 Broadway Avenue	North Bend	OR	97459	541-291-4956	C Store
A N 81 Oregon LLC	Navpreet Saroya	251 West Valley View Rd	Talent	OR	97540	541-897-4133	C Store
I & N, Inc	Raj Kumar	300 SW 4th Street	Corvallis	OR	97333	541-257-1925	C Store
INR 7, INC dba People Mart 14	Rajiv Kumar	7545 SW Oleson Road	Portland	OR	97223	971-888-4059	C Store
B&B PETROLEUM LLC DBA Milwaukie Food Mart	SALWINDER BHULLAR	17869 SE MCLOUGHLIN BLVD	Milwaukie	OR	97267	503-882-2814	C Store
Love's Country Store 366_Jonestown_PA	Russ Hallberg	22 Old Forge Road	Jonestown	PA	17038-8230	(717) 861-7390	Travel Center
Snow Shoe Travel Plaza, Inc.	Kiran Grewal	529 East Sycamore Road	Snow Shoe	PA	16874	(814) 387-4300	Travel Center
Jai Mahakali LLC dba Quick Shop 2	Maulik Patel	600 New Columbia Rd.	New Columbia	PA	17856	570-336-4528	C Store
Jai Ganesh Deva LLC dba Quick Shop 1	Maulik Patel	3 Fowlersville Rd.	Orangeville	PA	17859	570-336-4528	C Store
Landhope Farms LLC	Dennis McCartney	250 Limestone Road	Oxford	PA	19363	(610) 467-0378	C Store
Shiv Petroleum Inc	Satish Lathiya	627 Pittsburgh St	Springdale	PA	15144	(724) 715-7746	C Store
Love Food, LLC	Madhur Pablani	548 Mauch Chunk Road	Palmerton	PA	18071	610-900-4646	C Store

Landhope Farms - Unionville	Dennis McCartney	101 E. Street Road	Kennett Square	PA	19348	(610) 444-5679	C Store
Mann & Sidhu, Inc.	Jaymeet Mann	612 McElhatten Dr.	McElhatten	PA	17748	570-769-6455	C Store
Puerto Rico Local Investment PRLI dba San Martin Food Court	Angel Santiago	San Martin Shopping Center	Rio Piedras	PR	00924	(787) 653-5353	Food Court
Love's Country Store 396_Newberry_SC	Russ Hallberg	36 Dusty Road	Newberry	SC	29108	(803) 321-1125	Travel Center
Love's Country Store 424_Lexington_SC	Russ Hallberg	340 Longs Pond Road	Lexington	SC	29073	(803) 957-7856	Travel Center
Love's Country Store 657_Cayce_SC	Russ Hallberg	2015 Bluff Rd	Columbia	SC	29201	(803) 799-8787	Travel Center
Irmo C-Mart	Tarunkumar Patel	7353 Nursery Rd.	Columbia	SC	29212	803-749-4010	C Store
Khushi of Holly Hill, LLC dba K Market	Nick Patel	8707 Old State Rd	Holly Hill	SC	29059	803-496-1010	C Store
Balajee Properties, LLC dba Lee's Quick Stop	Prashant Somani	3792 Byrnes Dr.	St. Stephen	SC	29479	(843) 567-5378	C Store
Xpress Mart Wells LLC dba Lowry Food Mart 5	Karan Ahuja	1698 Wells Hwy	Seneca	SC	29678	404-403-8267	C Store
Masters Station LLC dba Masters Grocery	Dipalkumar Patel	3949 Moorefield Memorial Hwy	Pickens	SC	29671	646-789-3217	C Store
Cubby's - Sioux Falls West 12th Street, LLC	De Lone Wilson	4700 West 12th Street	Sioux Falls	SD	57107	(605) 332-8911	C Store
G. F. Buche Company	Chris McFayden	401 West Hwy. 46	Wagner	SD	57380	(605) 384-5411	Supermarket
G. F. Buche Company	Chris McFayden	620 Highway 18	Mission	SD	57555	(605) 856-4418	Supermarket
G. F. Buche Company	Chris McFayden	222 West Highway 18	Gregory	SD	57533	(605) 835-9616	Supermarket

Cubby's- Mitchell (West)	De Lone Wilson	1700 West Haven	Mitchell	SD	57301	(605) 996-1951	C Store
Cubby's, Inc. - Sioux City (Dakota Dunes)	De Lone Wilson	200 N. Tower Road West	Sioux City	SD	57049	(605) 232-9263	C Store
G. F. Buche Company	Chris McFayden	560 S. 1st Street	Pine Ridge	SD	57770	(605) 867-5183	Supermarket
Cubby's - Sioux Falls West 49th Street, LLC	De Lone Wilson	2101 W 49th Street	Sioux Falls	SD	57105	605-331-3910	C Store
Lakota Thrifty Mart - Dupree	Kim Baker	409 5th St	Dupree	SD	57623	605-365-5816	Supermarket
G. F. Buche Company	Chris McFayden	502 E 2ND ST	Winner	SD	57580	605-856-4418	C Store
4 Amigos, LLC dba Cowboy Country Stores	Ben Spies	1400 4th Street NE	Watertown	SD	57201	(605) 886-4444	C Store
Big D Oil Co.	Brenda Stedjee	402 Main Street	Deadwood	SD	57732	605-578-1110	C Store
Elliott Enterprises, LLC dba Alsville Crossing	James Elliott	45401 193rd Street	Lake Norden	SD	57248	605-785-7770	Travel Center
G. F. Buche Company	Chris McFayden	115 US 18	Pickstown	SD	57367	(605) 487-7993	C Store
Farmers Union Co-Operative Oil Company of Bryant	Ryan Burke	704 6th Ave	Bryant	SD	57221	605-868-0185	C Store
Dahiba Inc dba Grundy Market	Misty Patel	142 Colyar Street	Tracy City	TN	37387	(423) 322-9945	C Store
Love's Country Store 306_Dandridge_TN	Russ Hallberg	1058 Deep Springs Road	Dandridge	TN	37725	(865) 397-5040	Travel Center
Fill-N-Go Travel Center, Inc.	Aymen Ayesh	3084 S 3rd St STE 102	Memphis	TN	38109	(901) 417-6249	Travel Center
Love's Country Store 641_Dyersburg_TN	Russ Hallberg	3070 Lake Rd	Dyersburg	TN	38024-1693	(731) 287-0941	Travel Center

Tate Family Foods, LLC	Steven L. or Wendy J. Tate	547 S. Main Street	Dyer	TN	38330	731-692-2860	C Store
Bappa Morya, Inc. dba White Oak Shell	Sanket Patel	9647 Hwy 22 North	Milledgeville	TN	38359	731-687-3391	C Store
101 Travel Center LLC	Sal Shwfer	7311 Hwy 104 N	Cedar Grove	TN	38321	731-651-0101	Travel Center
Shivu, Inc. dba Misty Market	Misty Patel	10172 SR 56	Coalmont	TN	37313	931-692-8000	C Store
Millbranch Exxon LLC	Raheem Khetani	3201 Millbranch Rd	Memphis	TN	38116	(901) 435-6835	C Store
Freeway Express LLC dba Freeway Express	Basel Ziyadeh	1058 S. Parkway	Memphis	TN	38106	(901) 529-7315	C Store
E-K Super Mart, Inc	Ekram Ibrahim	648 Chelsea Ave.	Memphis	TN	38107	901-343-0522	C Store
Saba Food & Deli	Shamsul Haque	1500 E Main St	Brownsville	TN	38012	(731) 772-2008	C Store
Love's Travel Stop & County Store 796_Newport_TN	Russ Hallberg	1129 Smokey Mountain Ln.	Newport	TN	37821	4234153050	Travel Center
In & Out Express	Faisal Nagjee	3276 Popular Ave.	Memphis	TN	38111	901-590-0745	C Store
Airways Express, LLC	Ahmed Sharhan	2400 Airways Blvd	Memphis	TN	38114	601-888-5599	C Store
Blue Diamond BP	Sapthagiri Sangem	2205 E. Holmes Road	Memphis	TN	38116	(901) 207-7246	C Store
BJ Dawkins dba Dawkins C-Store	BJ DAWKINS	310 N Poplar St	Kenton	TN	38233	(731) 749-0660	C Store
AMB Six Star, Inc. dba 64 Express	M D Bakkar	9108 Hwy 64	Lakeland	TN	38002	901-387-1475	C Store
Blooming Chase, LLC	Rahim Khetani	2310 N Germantown Pkwy	Cordova	TN	38016	202-674-4465	C Store

East Memphis Investments, LLC dba The One	Rahim Umlani	4585 Poplar Ave	Memphis	TN	38117	404-786-0129	C Store
Blooming Thomas, LLC	Rahim Umlani	272 S Danny Thomas Blvd	Memphis	TN	38126	(901) 526-6191	C Store
Friendship Partners General Partnership	Narinder Mutti	9013 US-412 East	Friendship	TN	38034	731-677-2311	C Store
Hwy 51 Fuel & Deli, Inc.	Robby Singh	5390 US-51	Millington	TN	38127	315-278-7801	C Store
Tarsem Management Inc dba Navy Express	Tarsem Singh	5273 Navy Rd.	Millington	TN	38053	901-873-8277	C Store
ISRAA, Inc. dba Express Gas	Haitham Ayesh	2980 Thomas st	Memphis	TN	38127	(901) 357-1811	C Store
M & E Express, Inc.	Ehab Alhemyari	3474 Wilkinsville Rd	Drummonds	TN	38023	(901) 835-3330	C Store
Piperton Travel Center, Inc.	Sam Deek	530 Highway 57	Piperton	TN	38017	615-530-7777	C Store
McGugin Shell of Monterey, LLC	Harry McGugin	509 E. Stratton Avenue	Monterey	TN	38574	931-839-2070	C Store
Love's Country Store 380_Rhome_TX	Russ Hallberg	4800 East Highway 114	Rhome	TX	76078	(817) 636-0270	Travel Center
Churches Hill Grocery Inc. dba Jiffy Mart #6	Mubarak Bhandari	2850 E University Ave	Georgetown	TX	78626	512-869-7262	C Store
Love's Country Store 447_Anthony_TX	Russ Hallberg	3000 Mountain Pass Blvd	Anthony	TX	79821-7256	(915) 886-3915	Travel Center
Love's Country Store 481_Deer Park_TX	Russ Hallberg	7005 Hwy 225	Deer Park	TX	77536	(281) 479-3430	Travel Center
Love's Country Store 298_Encinal_TX	Russ Hallberg	28527 I-35	Encinal	TX	78019	(956) 948-7044	Travel Center
Love's Country Store 214_El Paso_TX	Russ Hallberg	1300 Horizon Boulevard	El Paso	TX	79928	(915) 852-4021	Travel Center

Love's Country Store 231_Hillsboro_TX	Russ Hallberg	1501 Corsicana Hwy	Hillsboro	TX	76645	(254) 582-2101	Travel Center
Love's Country Store 610_Baird_TX	Russ Hallberg	1333 US Hwy 283 N	Baird	TX	79504	(325) 854-0099	Travel Center
Food Junction LLC	Manjit Singh	5900 E End Blvd S	Marshall	TX	75672	(903) 935-7121	C Store
Road Ranger, LLC	Jim Lenon	9977 IH35 North	Moore	TX	78057	(830) 663-2940	C Store
Love's Country Store 623_Midland_TX	Russ Hallberg	5200 Cholla Rd	Midland	TX	79706	(432) 699-2374	Travel Center
Love's Country Store 617_Hungerford_TX	Russ Hallberg	350 E Walnut St	Hungerford	TX	77448	(979) 532-1503	Travel Center
Alon Brands, Inc. dba 7-Eleven-Harrold	Danny Berra	19765 US Hwy 287	Harrold	TX	76364	940-886-2661	Travel Center
Ghene's Inc. dba Super Food Mart 12	Murtafa Ghene	302 W Duval	Troup	TX	75789	(903) 842-3156	C Store
Love's Country Store 662_Quanah_TX	Russ Hallberg	1415 W 11th St	Quanah	TX	79252	(940) 663-2567	Travel Center
Road Ranger, LLC	Jim Lenon	601 US-277	Sonora	TX	76950	(815) 860-0016	C Store
Raina Food Mart, Inc. dba B & C Convenience	Amir Karovaliya	1600 N. Roy Reynolds Drive	Killeen	TX	76543	(832) 212-3331	C Store
Love's Country Store 673_Domino_TX	Russ Hallberg	22406 US-59 N	Queen City	TX	75572	(903) 796-1385	Travel Center
Love's Country Store 672_Sinton_TX	Russ Hallberg	13886 FM1945	Sinton	TX	78387	(361) 364-9215	Travel Center
SFKR, LLC	Shahzad Asghar	8917 FM 279	Edom	TX	75756	903-852-5600	C Store
OMKAR Investments, LLC dba Pittsburg Corner Express	Bakkrishna Baniya	101 Noth Greer Blvd	Pittsburg	TX	75686	903-856-0630	C Store

Western Refining Retail, LLC dba Howdy's	Rochelle Wolfe	1790 N. Fabens Rd	Fabens	TX	79838	915-764-6721	C Store
Ghulam Food Enterprises, Inc.	Umer Murtaza	18562 FM 14	Lindale	TX	75771	903-858-2225	C Store
Love's Country Store 721_Alma_TX	Russ Hallberg	105 SE Interstate IH 45	Alma	TX	75119	(972) 875-8103	Travel Center
Kabani Holding Company, Inc.	Kashif Kabani	10538 Hwy 359	Mathis	TX	78368	361-255-6100	C Store
Love's Country Store 700_Sonora_TX	Russ Hallberg	3880 Loop 467	Sonora	TX	76950	(325) 387-2768	Travel Center
Love's Travel Center 767_Brownsville_TX	Russ Hallberg	3400 Nafta Parkway	Brownsville	TX	78526	956-831-6770	Travel Center
Love's Travel Stop & Country Store 762_Laredo_TX	Russ Hallberg	101 Pinnacle Rd.	Laredo	TX	78045	(956) 727-6098	Travel Center
Food Junction LLC	Manjit Singh	432 US Hwy 59 N	Garrison	TX	75946	936-347-2042	C Store
Food Junction LLC	Manjit Singh	5270 SH-87	Shelbyville	TX	75973	936-598-6221	C Store
Makhani Management LLC dba Amigos Travel Corner	Amin Makhani	16290 IH 35 South	Dilley	TX	78017	830-326-3096	C Store
Love's Travel Stop & Country Store #853- Kermit, TX	Russ Hallberg	674 E State Hwy 302	Kermit	TX	79745	(432) 586-2777	Travel Center
Beaver Creek Investments LLC dba Seymour's Country Store	Brian Seymour	8580 US Hwy 271 South	Gilmer	TX	75645	903-734-4399	C Store
AB PETROLEUM	Younes Bendahou	610 E Cook St	Josephine	TX	75164	(469) 717-9070	C Store
Hempstead Travel Plaza	Nick Panjwani	12914 Hempstead Rd	Houston	TX	77040	8328313260	Travel Center
Amigos Flatonia Inc. dba Amigos Flatonia Travel Plaza	Ali Mavani	1415 FM 609	Flatonia	TX	78941	832-466-2769	Travel Center

Hobby Express Truck Stop	Mahedi Maknojiya	8702 Telephone Rd	Houston	TX	77061	(832) 659-0366	C Store
KDCL Investment LLC	Surya Khadka	508 Hwy 69	Lone Oak	TX	75453	(903) 662-9500	C Store
Price Mart Express LLC	Michael Mitchell	3442 Hwy 42 S	Price	TX	75654	903-861-3643	C Store
Ore City Valero LLC	Santosh Dhakal	517 Hwy 259 S	Ore City	TX	75683	(903) 968-3569	C Store
Harvest Travel Center	Manuel Ramirez	92 FM 652	Orla	TX	79770	915-238-8203	Travel Center
Beaver Creek Investments, LLC Seymour's Quick Stop's #3 dba Cubbies Travel Center	Brian Seymour	2330 IH-30 E	Mount Pleasant	TX	75455	903-575-9456	C Store
Seymour's Quick Stop #2	Brian Seymour	1298 E Broadway Ave	Gladewater	TX	75647	903-902-0123	C Store
Sodhi & Rai, Inc.	Sukhdeep Rai	2040 N Stemmons St.	Sanger	TX	76266	(940) 777-0221	C Store
Ezra & Aydin LLC dba Mustang Xpress	Shakil Prasla	10600 Hwy 183 S	Mustang Ridge	TX	78747	512-356-9023	C Store
Albasha LLC dba Diana's Tiger Mart	Adeeb Sandugah	11658 State Hwy 154	Diana	TX	75640	903-663-0200	C Store
Manang LLC dba Pema's Quick Stop	Shahi Suraj	16117 State HWY 64	Tyler	TX	75707	(903) 566-5000	C Store
Red River Business LLC dba Bestmart #5	Pradeep Dangol	1308 S. Main St.	Linden	TX	75563	903-756-3075	C Store
Koolsum Business LLC	Shoukat Maredia	9161 Wallisville Rd	Houston	TX	77029	3468673091	Travel Center
Ascent Eddy Store, LLC	Numan Dharani	206 I-35	Eddy	TX	76524	254-323-0090	C Store
NZSN FOOD & FUEL LLC	Numan Dharani	1197 I-35	Abbott	TX	76621	254-863-6826	C Store

Dada, Inc dba Lobos Mart	Binod Bhandari	2720 E. Marshall Ave	Longview	TX	75601	972-757-9682	C Store
Five River Petroleum Inc dba Penny's Food & Fuel #7	Penny Sidhu	2578 Alpine Rd.	Longview	TX	75605	903-758-9911	C Store
Xpress Point	Tashi Sherpa	4303 Joe Ramsey BLVD	Greenville	TX	75401	(903) 454-1555	C Store
Hay Odessa, Inc.	Mohammad Wahid	3601 Billy Hext Rd	Odessa	TX	79765	713-240-0881	C Store
Shaya Rehman Inc.	Abdul Rahman	7411 Interstate 10 E	Orange	TX	77630	409-330-4606	C Store
JFK C Store Business, LLC dba Buzzy Bee Food Store	Nick Panjwani	14610 JFK Blvd	Houston	TX	77032	832-262-9652	C Store
Tamka Petroleum Inc, Ramloy Brothers Mexican Food LLC (Joint and Several) dba Grandway Travel Center	Tamer Kadah	3590 N I-35	Gainesville	TX	76240	469-644-7027	Travel Center
Beaver Creek Investments LLC dba Seymour's Quick Stop #3	Brian Seymour	416 S. Wood St	Gilmer	TX	75644	903-399-3199	C Store
GASFUSION, INC.	MOHAMMAD SIDDIQUE	3502 Santa Ursula Ave	Laredo	TX	78041	2104137921	C Store
Blossom Petro Mart LLC	Ratna Kishor	1235 W Front St	Blossom	TX	75416	903-982-7111	C Store
Love's Country Store 518_Springville_UT	Russ Hallberg	358 S 2200 W	Springville	UT	84663-5947	(801) 489-8746	Travel Center
Utah State University	Alan Andersen	0190 Old Main Hill	Logan	UT	84322	435-797-1701	Other
Utah State University - Dee Glen Smith Spectrum	Alan Anderson	0190 Old Main Hill	Logan	UT	84322	435-797-1701	Other
Utah State University - Maverick Stadium	Alan Andersen	800 E. 1400 North	Logan	UT	84322	435-797-1701	Other

Love's Country Store 239_Max Meadows_VA	Russ Hallberg	145 Major Grahams Road	Max Meadows	VA	24360	(276) 637-3124	Travel Center
Big John's Market & Deli, Inc.	Kevin Maxfield	14020 Porterfield Hwy	Abingdon	VA	24210	(276) 628-5490	C Store
Desi Properties, LLC dba Raceway	Nick Chowdhury	1740 East Hundred Road	Chester	VA	23836	804-681-0472	C Store
Flora Raceway, LLC	Sean Patel	5600 Jefferson Davis Hwy.	Richmond	VA	23234	757-633-6463	C Store
M A & Sons LLC dba Slip In Food Market	Ali Abushaar	1768 Sussex Dr	Emporia	VA	23847-6448	434-634-4103	C Store
Khawaja Holdings, LLC	Saef Khawaja	1919 10th St NW	Roanoke	VA	24012	540-206-2046	C Store
AMBE MATA LLC dba EZ Mart #11	Sanjay Patel	40 West 4th Street	Salem	VA	24153	540-387-3731	C Store
Valley Petroleum, LLC dba Metro Express	Saef Khawaja	255 N Main St	Rocky Mount	VA	24151	(540) 238-2400	C Store
Pooja Fuel, Inc. dba Little Sue Food Store	Vishwajeet Kumar	80 Northumberland Hwy.	Callao	VA	22435	804-529-7910	C Store
Little Sue - Mathews	Vishwajeet Kumar	9228 Buckley Hall Rd	Mathews	VA	23109	804-725-5500	C Store
Veera Enterprise Inc.	Krunal Patel	10292 E Patrick Henry Road	Ashland	VA	23005	804-368-8901	C Store
Summit Stores, LLC dba The Barn North	Mark Graham	1436 W Main St	Richmond	VT	05477	802-434-4023	C Store
Summit Stores LLC	Mark Graham	18 Sykes Mountain Ave	White River Junction	VT	05001	(802) 698-8486	C Store
Summit Stores, LLC dba The Barn	Mark Graham	1917 VT-66	Randolph	VT	05060	(802) 728-2598	C Store
Winlock Shell & Mini Mart	Basheer Alomari	642 State Route 505	Winlock	WA	98596	(360) 785-0324	C Store

Ganesh Corporation dba Port Orchard Chevron	Hitendra Changela	5455 Sidney Road SW	Port Orchard	WA	98367	(253) 853-7353	C Store
BSD Investments, Inc. dba Chukar Hill Shell	Sukhi Dhaliwal	1352 Basin St. SW	Ephrata	WA	98823	(509) 754-1450	C Store
Khera, Inc. dba Beer, Wine & More	Kul Sandhu	116 N. Chelan Ave	Wenatchee	WA	98801	509-888-0789	C Store
Chimacum Chevron	Punardeep Sandhu	9072 Beaver Valley Rd	Chimacum	WA	98325	(360) 732-7117	C Store
Allodial Investments LLC DBA Holiday Market	Carrie Holmes	887 Nevitt Rd.	Burlington	WA	98233	360-393-1711	C Store
Momentum Investment Properties Corporation dba Pik A Pop	Jaswant Gill	1235 S 1st Ave	Othello	WA	99344	509-488-4213	C Store
Mas Investments, LLC dba Midtown Market	Akash Juneja	1534 6th St	Bremerton	WA	98337	(360) 627-9009	C Store
Kennewick Bottle & Food Inc dba Mr G's Bottle Works & Food Shop	Parjeet Gill	325 S Union St	Kennewick	WA	99336	(509) 491-3121	C Store
3347 Inc. DBA Main Street Shell	Darinder Singh Pandher	1204 East Main Street	Auburn	WA	98002	253-735-2491	C Store
Hillcrest Food Mart Inc.	Jagjit Gill	108 Old HWY 603	Chehalis	WA	98532	360-748-0697	C Store
Amerimart #4 - Spokane Valley	Dave Nagra	806 N Park Rd	Spokane Valley	WA	99212	(509) 443-3599	C Store
Metro Mart - Connell, WA	Tony Singh	1 Eagle Crest Drive	Connell	WA	99326	(509) 416-0202	C Store
Tony's Market	Raman "Sonia" Bajwa	1688 Grant Rd	East Wenatchee	WA	98802	(509) 884-5752	C Store
Streibels Market Inc	Sunny Punni	26605 State Hwy 104 NE	Kingston	WA	98346	360-297-8066	C Store

Mapar, Inc.	Manpreet "Mike" Gill	2320 136th Ave E	Sumner	WA	98390	253-863-9916	Travel Center
Soper C-Store, LLC	Kerat Thind	8805 Soper Hill Road	Marysville	WA	98270	(425) 595-4954	C Store
Villa Grove Foods, Inc.	Yad Singh	9200 Littlerock Rd SW	Olympia	WA	98512	360-357-7054	C Store
I-5 Food Mart, Inc.	Yad singh	104 W Avery Rd	Chehalis	WA	98532	360-266-8105	C Store
The Five Investment LLC	Sukhchain Gill	12706 Bridgeport Way SW	Lakewood	WA	98499	(253) 589-5066	C Store
SP Petroleum, Inc.	Lucky Malhi	8391 Guide Meridian	Lynden	WA	98264	(360) 933-1928	C Store
FCC Store Inc dba Four Corners General Station	Happy (Phaji) & Kiran Supra	4858 Westside Hwy	Castle Rock	WA	98611	360-274-8111	C Store
RKS Investment LLC dba Happy's Market	Rupinder Samra	207 W. University Way	Ellensburg	WA	98926	(509) 925-3500	C Store
Fox Group Investments Inc dba Getchell Station	Jaswinder (Justin) Thind	16410 84th St NE	Lake Stevens	WA	98258	360-691-7425	C Store
Sangha Petroleum LLC dba 72nd Market	Hardeep Sangha	11811 NE 72nd Ave	Vancouver	WA	98686	360-573-4661	C Store
CHAHAL ONE INC.	Baljit K Chahal	218 W Royal Anne Dr.	George	WA	98824	509-808-5708	C Store
Belltown Brothers Inc dba Belltown Grocery	Raman Bajwa	2221 3rd Ave	Seattle	WA	98121	(206) 441-0220	C Store
AK Saroya LLC dba Saroyal Conoco	Kulwinder (Kris) Sarowa	2518 N Stevens Street	Tacoma	WA	98406	253-503-0604	C Store
AATG Corporation	Kashmir Singh Ghotra	4417 W Wellesley Ave	Spokane	WA	99205	(509) 862-4960	C Store
SMRAJ, LLC dba Hometown Market	AJ Sandhu	300 Aplets Way	Cashmere	WA	98815	(509) 782-2629	C Store

SYMRAJ HOLDING INC dba Orondo Market Place	AJ Sandhu	21318 US-97	Orondo	WA	98843	(509) 784-1371	C Store
Radhe Sat 1 LLC	Rupali Verma	1201 Bailey Avenue	Granger	WA	98932	(509) 854-1776	C Store
AMAR ENTERPRISES INC.	Santinderpal "Bob" Bajwa	1507 S Bauman Rd	Ritzville	WA	99169	509-659-0443	C Store
Echo Falls Foodmart, Inc. dba Echo Falls Market Place	Mike Gill	19931 Fales Rd.	Snohomish	WA	98296	360-688-0200	C Store
PMSJG Inc dba Skymart Shell	Jaswinder Thind	7200 E Marginal Way South	Seattle	WA	98108	(206)763-4431	C Store
Sedgwick Market LLC dba Sedgwick Shell	Sunny Punn	1501 SE Sedgwick Road	Port Orchard	WA	98366	360-874-0750	C Store
ADI FOODMART CORPORATION	Ashwani Sharma	1606 W Broadway Ave	Moses Lake	WA	98837	509-765-9561	C Store
BP Kenosha Travel Plaza, LLC	Paul Bhardwaj	11800 Burlington Road	Kenosha	WI	53144	262-233-8865	Travel Center
Grantsburg Family Foods	Randy Jeager	603 State Road 70	Grantsburg	WI	54840	(715) 463-2662	Supermarket
Sparta Travel Center	Jaymin Patel	4105 Theater Road	Sparta	WI	54656	608-269-3277	Travel Center
ProVision Partners Cooperative	Jackie Zimmerman	10391 County Road K	Auburndale	WI	54412	(715) 502-3131	C Store
Randys Neighborhood Market - Arcadia	Paul Whaley	550 Dettloff Dr	Arcadia	WI	54612	563-886-3156	Supermarket
Randys Neighborhood Market - Galesville	Paul Whaley	17512 N. Main St	Galesville	WI	54630	563-886-3156	Supermarket
Randys Neighborhood Market - Whitehall	Paul Whaley	36394 Ellis St	Whitehall	WI	54773	319-270-4000	Supermarket
Wisconsin Fuel LLC dba Pleasant Springs Travel Plaza	Ted Gement	2763 County Road N	Cottage Grove	WI	53527	608-877-0525	Travel Center

Harry Om Inc. dba Berry Vine Cenex	Jaymin Patel	1800 Jellystore Park Drive	Warrens	WI	54666	608-378-3535	C Store
KJ Fresh Markets dba KJs Grocery Stores - Barron	Randy Jeager	622 East La Salle Ave	Barron	WI	54812	715-418-2164	Supermarket
KJ Fresh Markets dba KJs Grocery Stores - Chetek	Randy Jeager	719 2nd Street	Chetek	WI	54725	715-764-1009	Supermarket
KJ Fresh Markets dba KJs Grocery Store - Cornell	Randy Jeager	522 Bridge St	Cornell	WI	54732	715-239-2119	Supermarket
Edgerton Truck Stop Inc. dba Edgerton Travel Plaza	Joel Accathara	568 Haugen Rd	Edgerton	WI	53534	608-884-9451	Travel Center
Planeview Travel Plaza Inc	Lakhbir Singh	1500 Planeview Dr	Oshkosh	WI	54904	920-426-2641	Travel Center
Golden Oil Company, LLC	Paul Bhardwaj	1170 22nd Ave	Kenosha	WI	53140	(262) 425-1685	C Store
Cambeck Petroleum Corp.	Jim Campbell	3222 Hwy 14 East	Janesville	WI	53546	608-752-8700	Travel Center
Refuel Pantry - Columbus	Lakhbir Singh	2200 West James St.	Columbus	WI	53925	(920) 623-9740	Travel Center
Teutonia Greentree, Inc.	Gary Nagra	6809 N. Teutonia Ave	Milwaukee	WI	53209	414-540-9220	C Store
Hoops Gas & Food LLC	Barinderpal S (Sonny) Cheema	636 Hoops Way	Coloma	WI	54930	715-228-3500	Travel Center
Liberty Square Gas Station, Inc.	Lakhbir Singh	212 Division Street	Withee	WI	54498	(715) 229-9933	C Store
Deforest Travel Center, Inc.	Japreet Singh Khaira	6162 US Hwy 51	DeForest	WI	53532	317-319-9058	Travel Center
Provision Partners_Colby_WI	Rob Larson	702 South Division Street	Colby	WI	54421	715-223-2440	C Store
Provision Partners - Cenex - Fairchild	Troy Thompson	W 13007 U.S. Hwy 10	Fairchild	WI	54741	715) 334-5901	C Store

Provision Partners - Pittsville	Troy Thompson	8315 State Hwy. 73-80	Pittsville	WI	54466	715-884-2501	C Store
Refuel Pantry	Lakhbir Singh	110 E Ormsby St	Oxford	WI	53952	(608) 586-4446	C Store
Glendale Metro LLC	Syed Aijaqraqui	7156 N Green Bay Ave	Milwaukee	WI	53209	414-352-7479	C Store
K & A Petroleum, LLC dba East Side Mart	JOHN KRUEPKE	N168W19490 Main St	Jackson	WI	53037	(262) 707-7658	C Store
Power Petroleum, LLC	Aziz Abdul	2500 Lathrop Ave	Racine	WI	53405	(262) 554-6069	C Store
Provision Partners Cooperative	Troy Thompson	1251 W Lincoln St	Augusta	WI	54722	(715) 272-5498	C Store
STATE STREET B.P., INC.	Bhardwaj Kumar	1975 State St.	Racine	WI	53404	262-637-0183	C Store
Love's Country Store 378_Ripley_WV	Russ Hallberg	3875 Charleston Rd	Ripley	WV	25271	(304) 372-5250	Travel Center
Sissonville Foodland		6405 Sissonville Dr.	Charleston	WV	25360	(304) 984-1745	Supermarket
KNF Inc.	Brijesh Patel	7997 Northwestern Turnpike	New Creek	WV	26743	304-790-7116	C Store
Mr. D's Food Center	Michelle Motherway	725 Main St.	Lander	WY	82520	(307) 332-2964	Supermarket
Big D Oil Co.	Clyde Meade	1561 Snowy Range Rd.	Laramie	WY	82070	(307) 460-2609	C Store
Big D Oil Co.	Clyde Mead	100 North Greeley Hwy	Cheyenne	WY	82007	(307) 514-0836	Travel Center
Fresh Foods Inc	Ben Dishman	1042 South Main ST	Torrington	WY	82240	(307) 532- 3113	Supermarket
Big D Oil Co.	Zach Policky	4501 Wyoming Blvd SW	Casper	WY	82601	307-333-1553	C Store

Pridgeon, Inc dba Hank's Reno Junction Travel Plaza	Hank Pridgeon	7508 WY-59 S	Wright	WY	82732	(307) 939-1298	Travel Center
Big D Oil Co.	Joann Robertson	920 East Laramie St	Gillette	WY	82716	307-686-6933	Travel Center
Big D Oil Company #38_Gillette_WY	Joann Robertson	405 West Lakeway Drive	Gillette	WY	82718	307 257 7713	C Store
Big D Oil - Cheyenne, WY	Paul McArthur	4010 Whitney Rd.	Cheyenne	WY	82001	307-514-0640	C Store

List of Franchisees Who Have Signed Agreements as of 12/31/2025 But Outlet Is Not Yet Open Chester's Restaurants

Account Name	Street	City	St	ZIP	Main Phone
Family Stops USA DBA Oakcrest Market	2000 Phoenix Ave	Fort Smith	AR	72901	479-308-2161
Site Oil of Arkansas, LLC dba Site Oil Airport Rd	1118 Airport Rd.	Hot Springs	AR	71913	501-766-2991
AGS Salisbury LLC dba TA Travel Center	1005 Long Ferry Rd	Salisbury	NC	28144	804-605-8248
Jordan's Kwik Stop Inc	Exit 31	Beebe	AR	72012	870-243-6243
56 Tifton Truck Stop LLC	56 Chula Brookfield Road	Tifton	GA	31733	470-330-3700
Rapidfuel Inc	4300 Chandler Road	Muskogee	OK	74403	(918) 687-7451
2907 Douglas LLC	2907 DOUGLAS AVE	Des Moines	IA	50310	786-614-0800
Smart Shop LLC	4410 SE 14TH STREET	Des Moines	IA	50320	515-500-4050
Country Store	3510 Hwy 70 E	Cedar Grove	TN	38321	731-803-0065
Bonde's Quik Mart Acquisition, LLC	1517 North Ave.	Cleveland	WI	53015	920-693-3145
Petrol Xpress LLC	582 Hwy 49 N	Flora	MS	39071	(601)668-2579
Gabby's Farm, Inc.	407 E. CHICAGO BLVD	Britton	MI	49229	619-818-6828
Shadguru Enterprises LLC dba Raceway 7005	6230 Ocean Hwy	Winnabow	NC	28479	732-599-4129
Arptyler Service LLC dba Fuel Zone	4306 West Marshall Ave.	Longview	TX	75604	510-229-9655
Hammer-Williams Company dba Jiffy Trip #712	7920 US-71	Fort Smith	AR	72908	580-234-3971
MM CS Services, LLC	609 Monument Avenue	Port St Joe	FL	32456	(850) 229-2585
Shivdev Corp	1533 North Main Street	Oakboro	NC	28129	704-486-7207
TN Travel Center Inc	2951 S Third St	Memphis	TN	38109	901-730-0829
J-N-J Pizza Inc. dba Elkader Pit Stop	200 W. Bridge Street	Elkader	IA	52043	(563) 245-2787
MFA Petroleum Company dba BreakTime Convenience Stores #3125	2940 N Westwood Blvd	Poplar Bluff	MO	63901	(573) 778-1221
Epic Enterprises Corp	24574 W. Lerdo Hwy	Buttonwillow	CA	93206	661-747-1598
PFG of Pawhuska LLC	2101 East Main St	Pawhuska	OK	74056	(918) 604-3387
GOLDEN OIL LLC	11302 12th. St.	Sturtevant	WI	53177	262-425-1675
Perfect Food and Gas 1 Inc.	15911 S Memorial Drive	Bixby	OK	74008	405-962-9394

Jordan's Kwik Stop, Inc. dba Jordan's #86	111 MO 19	Thayer	MO	65791	870-578-9585
MFA Petroleum Company dba BreakTime Convenience Stores #3169	15040 Eastside Dr.	Ashland	MO	65010	(573) 657-0432
Shahani, Inc. South Windsor	249 Oakland Rd	South Windsor	CT	06074	203-627-0028
SAIBABA'S AASHIRWAD ALWAYS INC : DBA OGLETOWN LIBERTY	728 E Chestnut Hill Rd	Newark	DE	19713	571-205-4823
Muthana II Corp dba Shell Downtown	2317 L street	Bakersfield	CA	93301	661-638-0310
Big D Oil Co. dba Big D #66	5585 West Yellowstone Hwy	Mills	WY	82601	0
Fueltrac Plaza, LLC	1515 4th St.	Jonesville	LA	71343	0
MFA Petroleum Company dba BreakTime Convenience Stores #3127	4493 Old US 67	Silva	MO	63964	(573) 224-3929
Rev Stores 2 LLC	10860 US Hwy 231	Wetumpka	AL	36092	(334) 567-2838
Kastbhanjan Dev Inc dba Misty's Market	740 W Main St	Monteagle	TN	37356	423-902-1678
Zanbaka USA LLC dba Duke's	300 SE Access Rd	Mount Vernon	TX	75457	903-537-9200
Zanbaka USA LLC dba Duke's	21620 I-20	Canton	TX	75103	(903) 865-1212
Lucky Business Inc	5601 E Lincoln Hwy	Crown Point	IN	46307	515-451-4138
Shogy Market LLC	405 N. St.	Firebaugh	CA	93622	559-659-3142
Ram 402, LLC dba In-N-Out	402 Vineville St	Fort Valley	GA	31030	478-251-1577
Big Chiefs, LLC	603 Smith Road	Warren	AR	71671	501-590-9755
Scorpio & Sons LLC	308 Highway 51	Ridgeland	MS	39157	(843)610-1707
M45, LLC dba Market Express	4773 Lake Michigan Dr	Allendale	MI	49401	616-892-5000
Shahani, Inc.	412 JACKSON STREET	WILLIMANTIC	CT	06226	203-627-0028
Pride Stores - Agawam, MA - Store 2	395 Main St.	Agawam	MA	01001	0
LANSING PETROLEUM ENTERPRISES, INC.	7262 Lansing Road	Dimondale	MI	48821	248-979-1932
UPOP Holdings, LLC dba JR's Country Store #503	1207 Elm Ave	Rocky Ford	CO	81067	719-316-1041
M & M Market Shop, Inc. dba Urban Market	34949 Van Dyke Ave	Sterling Heights	MI	48312	586-999-8393

SHAAN SHANNON STORES INC dba Shannon's Mini Mart	369 S State Hwy. 59	Merced	CA	95341	(209) 723-7922
Quick Pick, Inc. dba 54 Truck Stop	403 S. Main Street	Mullinville	KS	67109	620-548-2202
Albert Pike Food Mart, LLC	3039 Albert Pike Rd.	Hot Springs	AR	71913	501-766-2991
149 TM, LLC dba Neighborhood Market	149 Prominence Point Pkwy	Canton	GA	30114	404-403-8267
COUNTRY PK PETROLEUM LLC	1322 Country Club RD	Lake Charles	LA	70605	(925)518-6014
SVS Forest Grove Inc	2710 19th Ave	Forest Grove	OR	97116	(503) 357-1792
Friendship MPD LLC	926 Friendship Rd	Seneca	SC	29678	678-267-0588
14111 Chester's LLC dba Big V Party Store	14111 Greenfield rd	Detroit	MI	48227	248-939-0633
AGH Investments LLC dba Junction Travel Center	2349 N. Main St.	Junction	TX	76849	325-446-3551
QS Gas Inc	380 W Water st	Coaldale	PA	18218	(304) 488-8753
Big D Oil Co.	302 W Lakeway Road	Gillette	WY	82718	(307) 257-7969
Aliyakayden LLC	345 Marie Dr	Florence	MS	39073	601-833-7230

List of Franchisees Who Have Left the System Since January 1, 2026 Chester's Restaurants

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the

Franchise Contact Name	City	State	Primary Phone Number
AKM Parvez Hafiz	Hernando	MS	404-453-3783
Sana Jain	Hernando	MS	901-246-0987
Shahzad Asghar	Edom	TX	903-852-5600
Tarunkumar Patel	Columbia	SC	803-749-4010
M D Bakkar	Lakeland	TN	901-387-1475
HAKIM DAMANI	Dallas	GA	404-200-6176
Joann Robertson	Gillette	WY	307 257 7713
Russ Hallberg	Encinal	TX	(956) 948-7044
Viraj Patel	Martinsville	IN	(765) 315-0734
Russ Hallberg	Santa Teresa	NM	517-619-6090
Russ Hallberg	Palestine	AR	(870) 581-5004
Russ Hallberg	Lindsay	OK	(405) 756-4826
Russ Hallberg	Buena Vista	CO	(719) 395-3355
Russ Hallberg	Texhoma	OK	(580) 423-6126
Russ Hallberg	Norton	KS	(785) 877-5494
Russ Hallberg	Watonga	OK	580-623-2206
Inderjit "Vicky" Singh	North Little Rock	AR	501-372-4245
Cherian Pilo	Bloomington	IN	812-824-3706
Russ Hallberg	Lamar	CO	(719) 336-5202
Russ Hallberg	Macon	GA	(478) 785-8715
Russ Hallberg	Vian	OK	(580) 290-6058
Amer Alowdi	Thaxton	MS	662-200-1176
Rizwan Tariq	Pickens	MS	601-951-1534
Russ Hallberg	Quanah	TX	(940) 663-2567
Russ Hallberg	Knoxville	IL	(309) 289-2805
Kool Singh	Lake Charles	LA	(925)518-6014
Russ Hallberg	Laredo	TX	(956) 727-6098
Russ Hallberg	Queen City	TX	(903) 796-1385
Samir Ahmad	Conyers	GA	470-781-5267
Tamer Kadah	Gainesville	TX	469-644-7027
Rakesh (Rocky) Shah	Dalton	MA	(413) 684-1200

EXHIBIT F

STATE ADDENDA AND AGREEMENT RIDERS

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 registration/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 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.

**ADDENDUM TO
CHESTER'S INTERNATIONAL, LLC
MULTI-STATE FRANCHISE DISCLOSURE DOCUMENT**

CALIFORNIA

1. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

2. SECTION 31125 OF THE FRANCHISE INVESTMENT LAW REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER OF THE DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR AGREEMENT.

3. Our website has not been reviewed or approved by the California Department of Financial Protection & Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection & Innovation at www.dfpi.ca.gov.

4. The following language is added to the "Special Risks to Consider About *This Franchise*" page:

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

5. Item 3 of the Franchise Disclosure Document is amended to provide that neither the franchisor, nor any person in Item 2 of the Franchise Disclosure Document, is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

6. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning transfer, termination or nonrenewal of a franchise. If the Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Agreement requires application of the laws of the State of Alabama. This provision might not be enforceable under California law.

7. There are no bankruptcy or release provisions in our franchise documents.

ILLINOIS

1. The following statements are added to the end of Item 17:

Except for federal law, Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

MARYLAND

1. Item 17, under the Summary column of parts (c) and (m), is amended to include the following paragraph:

A general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Item 17, under the Summary column of part (h), is amended to include the following sentence:

A provision in the Franchise Agreement that provides for termination on your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

3. Item 17, under the Summary column of part (v), is modified to include the words "A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law."

4. Item 17 is amended to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

15. The "Summary" section of Item 17(w) in the Franchise Disclosure Document, captioned "Choice of law," is amended to read as follows:

Except for federal law and claims arising under the Maryland Franchise Registration and Disclosure Law, Alabama law applies.

5. 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.

~~2 The following language is 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.~~

MINNESOTA

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J prohibit the franchiser from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statute 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchiser will comply with Minnesota Statute 80C.14 Subd. 3-5, which require (except in certain specified cases) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statute 80C.12 Subd. 1(G). The franchiser will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the name.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with Minnesota Statute 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges. Please amend the Minnesota Addendum accordingly.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations. C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or

comparable allegations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”: “You may terminate the agreement on any grounds available by law.”
5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NORTH DAKOTA

1. The following is added to the end of the “Summary” section of Item 17(q):

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

2. The “Summary” section of Item 17(w) in the Franchise Disclosure Document is amended to read as follows:

Except for federal law, North Dakota law applies.

RHODE ISLAND

The “Summary” section of Item 17(w) in the Franchise Disclosure Document is amended to read as follows:

Except for federal law and except as required by the Rhode Island Franchise Investment Act, Alabama law governs.

VIRGINIA

Additional Disclosure. The following statements are added to Item 17.h.

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for CHESTER’S INTERNATIONAL, LLC, an Alabama limited liability company, for use in the Commonwealth of Virginia shall be amended as follows:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

WASHINGTON

~~WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, FRANCHISE REPRESENTATIONS, AND RELATED AGREEMENTS~~

Washington Addendum to the Franchise Disclosure Document, Franchise Agreement and Related Agreements

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.
3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).
5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.
8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.
9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).
10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).
11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its

reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.
13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.
14. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.
15. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.
16. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).
18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
AGREEMENT**

FOR USE IN ILLINOIS

This Rider is made and entered into as of the _____ day of _____, 20__ (the “Effective Date”) (regardless of the dates of the parties’ signatures) by and between **CHESTER’S INTERNATIONAL, LLC**, an Alabama limited liability company (“we,” “us,” or “our”), and _____ (“Licensee,” “you,” or “your”).

1. **Background.** We and you are parties to that certain Agreement dated 20____ that has been signed concurrently with the signing of this Rider (the “Agreement”). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Chester’s Restaurant that you will operate under the Agreement was made in the State of Illinois and the Chester’s Restaurant will operate in Illinois, and/or (b) you are a resident of Illinois.

2. **Governing Law.** Section 27 of the Agreement is deleted in its entirety and replaced with the following:

Except for federal law, Illinois law governs the Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees' rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company	LICENSEE
By: _____ Title: _____ DATED: _____	_____ [Name] By: _____ Title: _____ DATED: _____

**RIDER TO THE CHESTER'S INTERNATIONAL, LLC
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 the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background.** We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) you are a resident of the State of Maryland, and/or (b) your Chester's Restaurant will be located or operated in Maryland.

2. ~~**Governing Law.** Section 27 of the Agreement is amended by adding the following language:~~ Franchisee is required in this Agreement to execute a release of claims and/or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act. Such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

3. This Agreement requires litigation to be conducted in a forum other than the State of Maryland. The requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

~~Despite anything to the contrary stated above, Maryland law will apply to claims arising~~
4. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. ~~**Limitations of Claims.** The following is added a new Section 29 of the Franchise Agreement:-~~

~~295. **Limitations of Claims.** You must bring~~ This Agreement is hereby amended to reflect that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within ~~three (3)~~ years after ~~we~~ the grant ~~you~~ of the franchise.

6. Section 14 226 of the Maryland Franchise Registration and Disclosure Law prohibits a franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. This Agreement requires prospective franchisees to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Franchise Law. All representations in this Agreement requiring prospective franchisees to assent to any release, estoppel or waiver of liability are not intended to and shall not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law resulting from the offer or sale of the franchise.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company	LICENSEE
By: _____	_____ [Name]
Title: _____	By: _____
DATED: _____	Title: _____
	DATED: _____

**RIDER TO THE CHESTER'S INTERNATIONAL, LLC
AGREEMENT
FOR USE IN MINNESOTA**

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background.** We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Chester's Restaurant that you will operate under the Agreement was made in the State of Minnesota, and/or (b) your Chester's Restaurant will be located or operated in Minnesota.

2. **Use of Marks.** The following language is added to Section 12 of the Agreement:

We agree to protect you, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to your use of the Marks when, in the opinion of our counsel, your rights warrant protection.

3. **Liquidated Damages.** The following language is added to the end of Section 14 of the Agreement:

Pursuant to Section 80C.14, Chapter 2860.4400, paragraph (J) of the Rules and Regulations promulgated by the Securities Division of the Minnesota Department of Commerce pursuant to the Minnesota Franchise Act, this Franchise Agreement shall not, to the extent prohibited by law, provide for liquidated damages upon the occurrence of any event.

4. **Renewal and Termination.** Sections 3 and 18 of the Agreement are amended by adding the following to the end:

Minnesota law provides a licensee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4, and 5 require, expect in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of this Agreement.

5. **Waiver of Jury Trial.** The second sentence of Section 26 of the Agreement is deleted in its entirety.

6. **Governing Law.** Section 27 of the Agreement is amended by adding the following language:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company By: _____ Title: _____ DATED: _____	LICENSEE _____ [Name] By: _____ Title: _____ DATED: _____
---	--

**RIDER TO THE CHESTER'S INTERNATIONAL, LLC
AGREEMENT
FOR USE IN NEW YORK**

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background.** We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Chester's Restaurant that you will operate under the Agreement was made in the State of New York, and/or (b) you are a resident of New York and will operate the Chester's Restaurant in New York.

2. **Assignment.** Section 18 of the Agreement is amended by adding the following language at the end:

However, to the extent required by applicable law, no assignment will be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. **Termination.** Section 19 of the Agreement is amended by adding the following as the last sentence:

Despite the provision above, you may terminate this Agreement on any grounds available by law.

4. **Entire Agreement.** Section 24 of the Agreement is amended by adding the following language:

Modifications to the Manuals will not unreasonably affect your obligations, including economic requirements, under this Agreement.

5. **Governing Law.** Section 27 of the Agreement is amended by adding the following language at the end:

**HOWEVER, THE GOVERNING CHOICE OF LAW SHALL NOT BE
CONSIDERED A WAIVER OF ANY RIGHT CONFERRED UPON
YOU BY THE PROVISIONS OF ARTICLE 33 OF THE GENERAL
BUSINESS LAW OF THE STATE OF NEW YORK.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company	LICENSEE
By: _____	_____ [Name]
Title: _____	By: _____
DATED: _____	Title: _____
	DATED: _____

**RIDER TO THE CHESTER'S INTERNATIONAL, LLC
AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background.** We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Chester's Restaurant that you will operate under the Agreement was made in the State of North Dakota, and/or (b) you are a resident of North Dakota and your Chester's Restaurant will be located or operated in North Dakota.

2. **Liquidated Damages.** The following language is added to the end of Section 14 of the Agreement:

The Commissioner has determined termination or liquidated damages to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. However, we and you agree to enforce these provisions to the extent the law allows.

3. **Waiver of Punitive Damages and Jury Trial.** To the extent required by the North Dakota Franchise Investment Law, Section 25 of the Agreement is deleted.

4. **Governing Law.** Section 27 of the Agreement is deleted in its entirety and replaced with the following:

Except to the extent governed by United States federal law, this Agreement, the franchise, and all claims arising from or relating to the relationship between you and us shall be governed, interpreted, and construed under the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC, an Alabama limited liability company By: _____ Title: _____ DATED: _____	LICENSEE _____ [Name] By: _____ Title: _____ DATED: _____
---	---

**RIDER TO THE CHESTER'S INTERNATIONAL, LLC
AGREEMENT
FOR USE IN RHODE ISLAND**

This Rider is made and entered into as of the _____ day of _____, 20__ (the "Effective Date") (regardless of the dates of the parties' signatures) by and between **CHESTER'S INTERNATIONAL, LLC**, an Alabama limited liability company ("we," "us," or "our"), and _____ ("Licensee," "you," or "your").

1. **Background.** We and you are parties to that certain Agreement dated _____ 20__ that has been signed concurrently with the signing of this Rider (the "Agreement"). This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the offer or sale of the franchise for the Chester's Restaurant that you will operate under the Agreement was made in the State of Rhode Island, and/or (b) you are a resident of Rhode Island and will operate the Chester's Restaurant in Rhode Island.

2. **Governing Law.** Section 27 of the Agreement is deleted in its entirety and replaced with the following:

Except to the extent governed by United States federal law, and except as otherwise required by applicable law with respect to claims arising under the Rhode Island Franchise Investment Act, this Agreement, the franchise, and all claims arising from the relationship between us and you will be governed by the laws of the state of Alabama, without regard to its conflict of laws rules, except that any Alabama law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated above.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company By: _____ Title: _____ DATED: _____	LICENSEE _____ [Name] By: _____ Title: _____ DATED: _____
---	--

~~WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT, THE
FRANCHISE AGREEMENT, FRANCHISE REPRESENTATIONS, AND RELATED
AGREEMENTS~~

Washington Addendum to the Franchise Disclosure Document,
Franchise Agreement and Related Agreements

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

~~191.~~ **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

~~202.~~ **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

~~213.~~ **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

~~224.~~ **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

~~235.~~ **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be

enforceable.

246. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

257. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

268. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

279. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

2810. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

2911. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

3012. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

313. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

3214. Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a

franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

3315. Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

3416. Questionnaires and Acknowledgments. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3517. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

3618. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

[COMPLETED AND EXECUTED ON THE FOLLOWING PAGE]

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____ 20_____.

CHESTER'S INTERNATIONAL, LLC , an Alabama limited liability company	LICENSEE
By: _____	_____ [Name]
Title: _____	By: _____
DATED: _____	Title: _____
	DATED: _____

NEW YORK REPRESENTATIONS PAGE

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

EXHIBIT G

Ascentium Capital Financing Program Documents



EQUIPMENT FINANCE AGREEMENT

Agreement No. 1235

DEBTOR ("you" or "your"): NORTH POLE COFFEE EXPRESS		ADDRESS 342 NORTHERN LIGHTS BLVD NORTH POLE AK 99705	
PAYMENT SCHEDULE: 1 @ \$5,000.00, 47 @ \$1,203.19		FINANCED AMOUNT: \$61,550.01	
INTEREST: Payments include interest at 0.00% per annum on the unpaid Financed Amount calculated based on a year consisting of 12 months of 30 days each.			
COLLATERAL: Items of equipment, inventory and personal property related thereto as generally described herein which Lender and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement ("EFA") and shall be provided to Debtor promptly upon request. Personal Property Description: Flatbed Truck with sleigh clamps, Snow Plow with 20 ft blade			
Loan. Regions Bank, an Alabama banking corporation, d/b/a Ascentium Capital ("Lender", "we", "us" or "our") agrees to lend to you and you agree to borrow from us the Financed Amount set forth above for the financing of the Collateral and any shipping, installation, training, taxes, fees and other soft costs that we have approved for financing under this EFA (together, the "Soft Costs"). You irrevocably instruct us to pay the Supplier on your behalf, which payment is the funding of our loan to you. The Financed Amount is based upon the total estimated cost of the Collateral and financed Soft Costs (adjusted for any non-reimbursed down payments made by you) (the "Estimated Cost"), which Estimated Cost you and/or the Supplier have provided to us. If the final actual cost of the Collateral and any financed Soft Costs (the "Actual Cost") is different than the Estimated Cost, you authorize us to adjust the Financed Amount to the Actual Cost. If we request, you agree to execute a document reflecting such adjustments and we will provide you with evidence of our cost changes requiring such adjustments if you request. You represent and warrant to us that all information conveyed to us in connection with this EFA whether by you, a guarantor, a Supplier or any other person, is true, accurate, complete and not misleading. Payments. You agree to pay us: (a) the number of payments in the amount(s) shown above (each a "Payment") plus (b) a pro-rated payment equal to 1/30th of a standard Payment times the number of days from the first funding date of the loan (the "Commencement Date") to the first monthly due date specified by us (the "First Due Date"). The interest rate stated above excludes this pro-rated payment and all fees. The pro-rated payment is due on the First Due Date, and the first Payment is due either in advance, on the First Due Date, or on the second Due Date, as specified by us. Subsequent Payments are due on the same day of each month thereafter (the period from the Commencement Date until full payment of your obligations, the "Term"). All payments are due whether or not we invoice you. You authorize us to adjust the Payment amount to maintain the same interest rate stated above if the Financed Amount changes. Any amount not paid when due is subject to a late charge of the lower of 10% of such amount or the highest amount allowed by law. Any returned check and any ACH debit that is not honored is subject to a \$30 return fee. Amounts received under this EFA shall be applied to amounts owed as we determine. You may prepay this EFA only in accordance with the Prepayment Addendum referencing the Agreement No. above, which is made a part hereof. Security Interest. You hereby grant to us a security interest in the Collateral and all proceeds to secure all your obligations under this EFA. You irrevocably grant us the right to make such filings under the Uniform Commercial Code as we deem necessary. Obligations Absolute. We make no representation or warranty as to any matter whatsoever including the merchantability or fitness for a particular purpose of the Collateral. This EFA is irrevocable. Your obligation to pay all amounts due hereunder is absolute and unconditional and will not be subject to any reduction, setoff, defense, counterclaim, deferment or recoupment for any reason, including without limitation any defect, damage or unfitness of the Collateral or Soft Costs or the Supplier's failure to deliver the Collateral or Soft Costs. You acknowledge you selected the Supplier, the Collateral and any Soft Costs and the Supplier is not our agent nor are we their agent. If the Collateral or any Soft Costs are unsatisfactory for any reason or are not delivered, your only remedy, if any, shall be against the Supplier and not against us. Collateral. You will use the Collateral for commercial purposes only and in compliance with law. You will not sell, transfer, or lease the Collateral or allow it to be used by anyone other than you. At your expense, you will maintain the Collateral in good operating condition and repair and keep it free and clear from all liens and encumbrances. Titled Collateral will be titled and/or registered as we direct. You will not modify or change the location of the Collateral without our prior consent and will allow us to inspect it upon request. You are responsible for any damage or destruction of the Collateral. You will at our election repair the Collateral at your expense or pay to us all amounts then due and owing plus the total of all unpaid future Payments discounted at 3%. You will indemnify and hold us, our affiliates, employees and agents harmless from and against any claims, costs, expenses, damages and liabilities, in any way relating to the Collateral. Fees & Taxes. You agree to pay when due and indemnify us from all taxes, interest and penalties relating to this EFA or the Collateral ("Taxes") and reimburse us for those Taxes we pay on your behalf. You agree to pay us processing fees and all other fees we deem necessary. Insurance. You will maintain insurance we specify on the Collateral. If you do not provide us satisfactory proof of insurance we may, but are not required to, have such insurance placed for the Term in such form and amount as we deem reasonable to protect our interests. Such insurance will be for our sole benefit and not for your benefit, and your monthly payment pursuant to this EFA shall include a charge equal to (A) our premium expense for such insurance, which may be higher than the premium you would pay if you placed such insurance independently, <u>plus</u> (B) an annualized finance charge not to exceed 15% on our premium <u>plus</u> (C) fees for billing and other administrative services with respect to such insurance not to exceed \$7.00 per month. Default and Remedies. If any one of the following occurs with respect to you or any guarantor, you will be in default: (i) you fail to pay any amount under this EFA when due, (ii) you cease doing business, admit your inability to pay your debts, or you file or have filed against you a petition under the Bankruptcy Code, (iii) you breach any other obligation contained in this EFA or any related document or (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party. Upon your default, we may do any or all of the following: (a) terminate this EFA, (b) take possession of the Collateral; you irrevocably waive any security required of us if we take possession of the Collateral and require you to deliver it to us at your expense to a location designated by us, (c) declare all sums due and to become due hereunder immediately due and payable, with all future Payments discounted to their present value at 3% per annum as calculated by us, (d) sell, dispose of, hold, or lease the Collateral, (e) direct Supplier to terminate your access to all software, services and support relating to the Collateral, without liability to us or Supplier, and/or (f) exercise any other right or remedy available under applicable law. You shall reimburse us for all costs we incur in enforcing and defending our rights and interests hereunder including our attorneys' fees and costs to repossess, repair, store and remarket the Collateral. A waiver of default is not a waiver of any other or subsequent default. General. Lender is an FDIC-insured institution with its main office in Alabama. This EFA is governed by applicable Federal Law and the laws of Alabama with respect to interest and matters that are material to the determination of interest. This EFA is otherwise governed by the laws of Alabama, excluding conflicts of law principles. If any amount charged, collected or due exceeds the maximum amount permitted by applicable law, Lender shall make necessary adjustments to eliminate the excess. You consent to the non-exclusive jurisdiction of courts located in Jefferson County, Alabama in any action relating to this EFA. You waive any objection based on improper venue and waive any right to a jury trial. In some cases, we may receive a discount from Supplier to reduce your interest rate below what we would otherwise charge. Any such discount reduces your Payments due to a lower interest rate but does not reduce the Financed Amount. Time is of the essence with respect to your obligations under this Agreement. All of our rights and the indemnities in our favor under this EFA shall survive its termination. You agree to pay us interest on all past due amounts at the lower of 1.5% per month or the highest rate allowed by law. You shall not assign or otherwise transfer this EFA or any of your obligations hereunder. We may assign this EFA, in whole or in part, without notice to you or your consent. You agree that our assignee will have the same rights and benefits that we have now under this EFA, but none of our obligations. All indemnities survive expiration or termination of this EFA. This EFA sets forth the entire understanding of the parties with respect to its subject matter and may only be amended in a writing executed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. You represent and warrant to us that the person executing this EFA on your behalf is authorized to do so. All fees, including fees and finance charges in connection with any insurance we obtain for our benefit on the Collateral under this EFA, may not only cover our costs but may include a profit. If Debtor constitutes more than one person, the liability of each shall be joint and several. Any notice given hereunder shall be in writing and, if delivered by mail, deemed given two business days after deposit with the US Postal Service, first class postage prepaid, addressed to Debtor at its address set forth above or to Lender at 23970 HWY 59 N, Kingwood, TX 77339-1535, or such other address given to the sender by written notice. You agree that by providing us with an email address or phone number for a cellular or wireless device, you expressly consent to receiving notices and other communications including voice and text messages from us at that number or email address, and this express consent applies to each such email address or phone number that you provide to us now or in the future. This EFA may be executed in counterparts which together shall be the same instrument. You agree this EFA may be signed and delivered electronically. A copy of this EFA shall be deemed an original for all purposes except only the copy of this EFA marked as the "sole original" or similar language by us or our designee is the tangible chattel paper original of this EFA under the UCC. Lender may acknowledge its acceptance of this EFA in a subsequent communication signed by Lender.			
This EFA shall become effective upon your signature below; however, our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us.			
Debtor Name:		NORTH POLE COFFEE EXPRESS	By: 
		Printed Name/Title:	Peter Pan Chief Executive Officer
AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes Lender or Lender's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by Debtor from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the Agreement. Any incorrect charge will be corrected upon notification to Lender by either a credit or debit to Debtor's account.			
Bank Name:			Business Acct Name:
Account No:			ABA No:
Authorized Signature: 			Printed Name / Title: ,



EQUIPMENT FINANCE AGREEMENT

Agreement No. 1235

DEBTOR: NORTH POLE COFFEE EXPRESS	ADDRESS: 342 NORTHERN LIGHTS BLVD NORTH POLE AK 99705
PAYMENT SCHEDULE: 1 @ \$5,000.00, 47 @ \$1,203.19	FINANCED AMOUNT: \$61,550.01
INTEREST: Payments include interest at 0.00% per annum on the unpaid Financed Amount calculated based on a year consisting of 12 months of 30 days each.	
COLLATERAL: Items of equipment, inventory and personal property related thereto as generally described herein which Regions Bank, an Alabama banking corporation d/b/a Ascentium Capital ("Secured Party") and Debtor agree that a more detailed description of the property being financed shall be maintained by us among our books and records in whatever more detailed description of the property financed is received from the supplier(s) of such property (the "Supplier") and, absent manifest error, such detailed description shall be considered incorporated into this Equipment Finance Agreement ("EFA") and shall be provided to Debtor promptly upon request.	
Personal Property Description: Flatbed Truck with sleigh clamps, Snow Plow with 20 ft blade	
1. Definitions: The words "you" and "your" refer to the DEBTOR, its successors and permitted assigns, as shown above. The words "we", "us" and "our" refer to the SECURED PARTY, its successors and assigns.	
2. Funding; Representations & Warranties: We agree to lend to you, and you agree to borrow from us, the Financed Amount set forth above for the financing of the Collateral and any shipping, installation, training, taxes, fees and other soft costs that we have approved for financing under this EFA (together, the "Soft Costs"). You irrevocably instruct us to pay the Supplier on your behalf, which payment is the funding of our loan to you. The Financed Amount is based upon the total estimated cost of the Collateral and financed Soft Costs (adjusted for any non-reimbursed down payments made by you) (the "Estimated Cost"), which Estimated Cost you and/or the Supplier have provided to us. If the final actual cost of the Collateral and any financed Soft Costs that we pay the Supplier and any taxing authority (the "Actual Cost") is different than the Estimated Cost, you authorize us to adjust the Financed Amount to the Actual Cost. If we request, you agree to execute a document reflecting such adjustments and we will provide you with evidence of our cost changes requiring such adjustments if you request. You represent and warrant to us that all information conveyed to us in connection with this EFA and all related documents whether by you, a guarantor, the Supplier or any other person, is true, accurate, complete and not misleading.	
3. Security Interest: You hereby grant to us a security interest under the Uniform Commercial Code ("UCC") in the Collateral and all accessories and additions thereto and replacements thereof and all proceeds and products of the foregoing. Such security interest is granted to secure payment and performance by you of your obligations hereunder. All amounts received from you under this EFA shall be applied towards your obligations to us as we determine.	
4. Payments: You agree to pay us: (a) the number of payments in the amount(s) shown above (each a "Payment") plus (b) a pro-rated payment equal to 1/30th of a standard Payment times the number of days from the funding date of the loan (the "Commencement Date") to the first monthly due date specified by us (the "First Due Date"). The interest rate stated above excludes this pro-rated payment and all fees. The pro-rated payment is due on the First Due Date, and the first Payment is due either in advance, on the First Due Date, or on the second Due Date, as specified by us. Subsequent Payments are due on the same day of each month thereafter (the period from the Commencement Date until full payment and performance of your obligations, the "Term"). You also agree to pay us all other amounts due from time to time hereunder. If your first Payment is due in advance and this contemplated transaction is not consummated, the total initial payment may be retained by us as partial compensation for costs and expenses incurred by us in preparation for the transaction. All payments are due whether or not we invoice you. You authorize us to adjust the Payment amount to maintain the same interest rate stated above if the Financed Amount changes. You may prepay this EFA only in accordance with the Prepayment Addendum referencing the Agreement No. above, which is made a part hereof. YOUR OBLIGATION TO MAKE PAYMENTS AND PAY OTHER AMOUNTS DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO ABATEMENT, REDUCTION OR SET-OFF FOR ANY REASON WHATSOEVER. THIS IS A NON-CANCELABLE AGREEMENT. THIS EFA, THE TERMS OF WHICH HAVE BEEN FREELY NEGOTIATED BY EACH PARTY, IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON THE FOLLOWING PAGE WHICH IS MADE PART HEREOF AND WHICH DEBTOR AND SECURED PARTY ACKNOWLEDGE THEY HAVE READ AND ACCEPTED.	
5. DISCLAIMER OF WARRANTIES AND CLAIMS; LIMITATION OF REMEDIES: THERE ARE NO WARRANTIES BY OR ON BEHALF OF SECURED PARTY AND NEITHER THE SUPPLIER NOR ANY OTHER PARTY IS SECURED PARTY'S AGENT. DEBTOR ACKNOWLEDGES AND AGREES: (A) DEBTOR SELECTED THE SUPPLIER, THE COLLATERAL AND ANY SOFT COSTS, (B) SECURED PARTY MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE COLLATERAL, ITS MERCHANTABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE; (C) DEBTOR ACCEPTS THE COLLATERAL "AS IS" AND WITH ALL FAULTS; (D) DEBTOR AGREES THAT THE COLLATERAL WILL BE USED SOLELY FOR COMMERCIAL OR BUSINESS PURPOSES; (E) IF THE COLLATERAL OR THE SOFT COSTS ARE UNSATISFACTORY FOR ANY REASON OR IF THE SUPPLIER FAILS TO DELIVER ALL OR ANY PART OF THE COLLATERAL OR SOFT COSTS TO DEBTOR, DEBTOR'S ONLY REMEDY, IF ANY, SHALL BE AGAINST THE SUPPLIER OR MANUFACTURER OF THE COLLATERAL AND SOFT COSTS AND NOT AGAINST SECURED PARTY; (F) DEBTOR SHALL HAVE NO REMEDY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST SECURED PARTY, ALL OF THE SAME BEING DISCLAIMED AND WAIVED; AND (G) NO DEFECT, DAMAGE OR UNFITNESS OF THE COLLATERAL OR SOFT COSTS NOR ANY FAILURE OF THE SUPPLIER TO DELIVER THE COLLATERAL OR SOFT COSTS TO DEBTOR SHALL RELIEVE DEBTOR OF THE OBLIGATION TO MAKE PAYMENTS OR RELIEVE DEBTOR OF ANY OTHER OBLIGATION UNDER THIS EFA.	
6. Location; Maintenance; Installation; Insurance: You agree to maintain records showing the location of each item of Collateral. You shall report each location to us upon our request and shall not change the location of the Collateral without our advance written consent. You are responsible for installing and keeping the Collateral in good working order. You shall not make any alterations, additions or improvements to the Collateral which detracts from its economic value or functional utility. If the Collateral is damaged or lost, you agree to continue making scheduled Payments unless we have received the Casualty Value pursuant to Section 11. You agree to keep the Collateral insured against loss during the Term and to have us named as loss payee in such coverage amounts as we may specify from time to time, from an insurer who is acceptable to us. You agree to provide us with a certificate of insurance acceptable to us upon our request. If you do not provide such certificate then we will have the right, but not the obligation, to have such insurance placed for the Term in such form and amount as we deem reasonable to protect our interests. You understand and agree that (i) such insurance will name us, and not you, as the insured (therefore, such insurance will be for our sole benefit and not for your benefit) and (ii) your monthly payment pursuant to this EFA shall include a charge equal to (A) our premium expense for such insurance, which may be higher than the premium you would pay if you placed such insurance independently, plus (B) an annualized finance charge not to exceed 15% on our premium expense, plus (C) fees for billing and other administrative services with respect to such insurance in an amount not to exceed \$7.00 per month.	
7. Taxes and Fees; Indemnification: You agree to pay when due and to indemnify and hold us harmless from all taxes, fees, fines, interest and penalties, including, without limitation, personal property or documentary stamp taxes ("Taxes") relating to the use or ownership of the Collateral or to this EFA now or hereafter imposed, levied or assessed by any taxing authority. We may in our sole discretion, elect to pay any such Taxes directly to a taxing authority and if so you agree to reimburse us on our demand for any such Taxes paid on your behalf together with any filing or processing fee charged by us. If any taxing authority requires any Taxes to be paid in advance, and we pay such Taxes, we may increase the cost of the Collateral we are financing by such amount as described in Section 4 above thereby increasing the amount of each Payment to reflect the payment of such Taxes. You also agree to pay us and reimburse us for all costs and expenses in documenting and servicing this EFA. You agree to indemnify and hold us harmless from any suits, claims, losses or damages we suffer in any way relating to the use or ownership of the Collateral. Your obligations under this Section 7 shall survive the expiration or earlier termination of this EFA. You agree to pay us fees in an amount in effect from time to time in connection with the documentation of this EFA and any site inspection or lien search we deem necessary. You agree that all such fees, including fees and finance charges in connection with any insurance we obtain for our benefit pursuant to Section 6, may not only cover our costs they may also include a profit.	
8. Personal Property: The Collateral will be and shall remain personal property and, if requested by us, you will obtain real property waivers satisfactory to us. You shall keep the Collateral free from any and all liens and encumbrances other than those in our favor. You shall give us immediate notice of any attachment or other judicial process, liens or encumbrances affecting the Collateral. You hereby irrevocably authorize us and appoint us as your attorney-in-fact with the power to execute and to file this EFA and any financing statement(s) or security agreement(s) with respect to the Collateral. If your signature on any financing statement or similar document is required by law, you shall execute such supplemental instruments and financing statements we deem to be necessary and advisable and shall otherwise cooperate to defend and perfect our interest in the Collateral by filing or otherwise. You also agree to pay us on demand filing and registration fees prescribed by the UCC or other law. Any Collateral that is subject to title or registration laws shall be titled and registered as directed by us.	
9. Default; Remedies; Late Charges: If any one of the following events occur with respect to you or any Guarantor, you will be in default: (i) you fail to pay any Payment or other amount due under this EFA, when due, (ii) you breach or fail to perform any of your other covenants and promises under this EFA or any related document, (iii) you become insolvent, any action under the United States Bankruptcy Code is filed by or against you, make an assignment for the benefit of creditors, admit your inability to pay your debts as they become due, (iv) you merge, consolidate with, or sell all or substantially all of your assets or a majority of your ownership interests to any third party without our prior written consent or (v) if you terminate your entity existence or take any actions regarding the cessation or winding up of your business affairs. If you are in default, at our election, we can accelerate and require that you pay, as reasonable liquidated damages for loss of bargain, the "Accelerated Balance". The Accelerated Balance will be equal to the total of: (i) accrued and unpaid amounts then due under this EFA, and (ii) the remaining future Payments discounted to their then present value at 3% per annum. We can also direct Supplier to terminate your access to all software, services and support relating to the Collateral, without	

liability to us or Supplier, and/or pursue any of the remedies available to us under the UCC or any other law. In the event we seek to take possession of any part of the Collateral, you irrevocably waive to the fullest extent permitted by law any bonds, surety or security required by statute, court rule or otherwise as an incident of such possession. You agree to pay our reasonable attorneys' fees and actual costs incurred by us in enforcing and defending our rights and interests hereunder including repossession, storage, refurbishment and sale of the Collateral and collection costs, and all non-sufficient funds charges and similar charges. If any part of a payment is late, you agree to pay us upon our demand the following, or if less, the maximum amount allowed under applicable law: (x) a late charge equal to 10% of the payment, (y) a charge of \$30.00 for each check returned or if any ACH debit charge is not honored for any reason, and (z) if we have had to perform collection activities in connection with such late payment, our specified collection charges then in effect. The foregoing will not be construed as interest but as reimbursement to us to cover administrative and overhead expenses related to the processing and collection of the late payment.			
10. Assignment; Inspection: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN, LEASE OR ENCUMBER THE COLLATERAL OR THIS EFA. We may sell, transfer, assign or encumber this EFA, in whole or in part, without notice to you or your consent. You agree that if we sell, transfer, assign or encumber this EFA, the assignee will have the rights and benefits that we assign to the assignee and will not have to perform any of our obligations. You agree that the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us. We and our agents and representatives shall have the right at any time during regular business hours to inspect the Collateral and for that purpose to have access to the location of the Collateral.			
11. Risk of Loss: You assume and shall bear the entire risk of loss, theft, damage and destruction of the Collateral from any cause whatsoever, and no loss, theft, damage or destruction of the Collateral shall relieve you of the obligation to make Payments or any other obligation under this EFA. You shall promptly notify us in writing of such loss, theft, damage or destruction. If damage of any kind occurs to any item of Collateral, you, at our option, shall at your expense (a) place the Collateral in good repair, condition or working order, or (b) if the Collateral cannot be repaired or is lost, stolen or suffers a constructive loss under an insurance policy covering the Collateral, pay to us the "Casualty Value." The Casualty Value will be equal to the total of (i) accrued and unpaid amounts then due and owing, and (ii) the remaining future Payments discounted to present value at 3%, in both cases as of the date the Casualty Value is received by us.			
12. Choice of Law; Waiver of Jury Trial: Secured Party is an FDIC-insured institution with its main office in Alabama. This EFA is governed by applicable Federal Law and the laws of the State of Alabama with respect to interest and matters that are material to the determination of interest. This EFA is otherwise governed by the law of the State of Alabama, excluding conflicts of law principles. If any amount charged, collected or due exceeds the maximum amount permitted by applicable law, Secured Party shall make necessary adjustments to eliminate such excess. You consent to the non-exclusive jurisdiction of the courts located in Jefferson County, Alabama in any action or proceeding relating to this EFA, YOU WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH ACTION OR PROCEEDING, AND YOU WAIVE ANY RIGHT TO ASSERT THIS IS AN INCONVENIENT FORUM.			
13. Miscellaneous: During the Term, you agree to provide us with all financial statements and copies of tax returns we may request. If we supply you with labels, you shall label any and all Collateral and shall keep the same affixed in a prominent place. If any provision hereof or any remedy herein provided is found to be invalid under any applicable law, the remaining provisions hereof, shall be given effect in accordance with the manifest intent hereof. The parties agree that each Payment includes interest. In some cases, we may receive a discount from Supplier to reduce your interest rate below what we would otherwise charge. Any such discount reduces your Payments due to a lower interest rate but does not reduce the Financed Amount. You agree that a waiver of breach will not be a waiver of any other subsequent breach, and that any delay or failure to enforce our rights under this EFA does not prevent us from enforcing any rights at a later time. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS EFA. Section headings are for convenience and are not a part of this EFA. You agree that by providing us with an email address or telephone number for a cellular or other wireless device, you expressly consent to receiving notices and other communications including email, voice and text messages from us or our affiliates or assigns at that email address or telephone number, and this express consent applies to each such email address or telephone number that you provide to us now or in the future and permits such communications regardless of their purpose. These calls and messages may incur access fees from your internet or wireless provider. You agree that the original of this EFA may be electronically duplicated and a copy hereof may be introduced in lieu of the original thereof and without further foundation. The parties hereto expressly waive the secondary evidence rule. You agree that this EFA will be binding upon your successors, permitted assigns, heirs and legal representatives. You authorize us to complete any blank in this instrument or in any document executed or delivered in connection herewith that contemplates a date by inserting a date deemed appropriate by us. Time is of the essence with respect to your obligations hereunder. Except as otherwise expressly permitted hereunder, no term or provision of this EFA may be amended, altered, waived or discharged except by a written instrument signed by the party against whom enforcement is sought. You agree, however, that we are authorized, without notice to you, to supply missing information or correct any misspellings or obvious errors in this EFA. Any formal notice given pursuant to this EFA shall, if delivered by mail, be deemed given 2 business days after being placed with the U.S. Postal Service, postage prepaid, addressed to the Debtor at its address set forth above, or to Secured Party at 23970 Hwy 59 N, Kingwood, TX 77339-1535, or such other address as a party may designate by written notice to the other. If Debtor constitutes more than one person, you agree that the liability of each such person hereunder is joint and several. Any restrictive endorsement on any check you give us in payment of any amount due hereunder shall be void. A facsimile or other copy of this EFA, as executed, shall be deemed the equivalent of the originally executed copy for all purposes. Secured Party may acknowledge acceptance of this EFA in a subsequent communication signed by Secured Party. All amounts payable hereunder by you if not paid when due shall accrue interest at a rate of interest of 1.5% per month or the highest rate allowed by applicable law if less, from the due date thereof until received by us in cash and shall be payable on demand. This EFA may be executed in separate counterparts which together shall constitute one and the same instrument. You agree this EFA may be signed electronically pursuant to the Electronic Signatures in Global and National Commerce Act and other applicable law. Only the copy of this EFA marked as the "sole original" or similar language by Secured Party or its designee is the chattel paper original of this EFA.			
This EFA shall become effective upon Debtor's signature below, provided, however, that our obligation to perform our obligations under this EFA shall be subject to our satisfactory receipt of all conditions specified by us, including a complete and properly executed documentation package, as determined by us. By signing below, Debtor hereby irrevocably authorizes Secured Party to pay the Supplier on behalf of Debtor. The person executing this EFA is authorized to do so, making this EFA valid and binding on Debtor.			
Debtor Name:		By:	
NORTH POLE COFFEE EXPRESS			
		Printed Name/Title:	
		Peter Pan, Chief Executive Officer	
AUTHORIZATION FOR ACH PAYMENTS: Debtor authorizes Secured Party and Secured Party's successors and assigns to automatically initiate and make debit entry charges to Debtor's bank account indicated below for the payment of all amounts owed by you from time to time under the EFA. This Authorization is to remain in effect during the Term of the EFA and Debtor acknowledges that a revocation of this authority shall be an event of default under the Agreement. Any incorrect charge will be corrected upon notification to us, by either a credit or debit to Debtor's account.			
Bank Name:		Business Acct Name:	
Account No:		ABA No.:	
Authorized Signature:		Printed Name and Title:	
		,	



PREPAYMENT ADDENDUM
Agreement No. 1235
Customer: NORTH POLE COFFEE EXPRESS

This Prepayment Addendum ("Addendum") sets forth your right to prepay the transaction evidenced by the agreement identified above ("Agreement"). Capitalized terms used, but not defined, in this Addendum shall have the meaning set forth in the Agreement.

Provided no default under the Agreement has occurred and is continuing as of the Prepayment Date (as defined below), you may prepay the Agreement, in whole but not in part, on any business day by paying Ascentium the "Unpaid Balance" in immediately available funds.

The Unpaid Balance shall equal, as of the date of the receipt by Ascentium of the Unpaid Balance (such date, the "Prepayment Date"), the sum of (i) the Principal Balance (defined below) plus (ii) any Additional Amounts (defined below) due under the Agreement:

"Principal Balance" means an amount equal to the sum all unpaid Payments due and to become due under the Agreement with all future Payments discounted to their present value using a per annum discount rate equal to the lower of (i) the interest rate set forth in the Agreement or (ii) 3%.

"Additional Amounts" means (i) all other amounts (excluding Payments) due and owing under the Agreement as of the Prepayment Date, (ii) all known tax and insurance payments, if any, that we expect to pay on your behalf under the Agreement after the Prepayment Date but attributable to the period prior to the Prepayment Date, and (iii) all applicable taxes, if any, arising out of the prepayment.

Ascentium shall specify the Unpaid Balance which, absent manifest error, shall be binding and conclusive. Your prepayment pursuant to this Addendum does not release you from your indemnity obligations or your obligation to reimburse us for any taxes, insurance or other expenses we pay on your behalf under the Agreement after the Prepayment Date that were not included in the Unpaid Balance calculation.

Partial prepayments are not permitted. If you pay more than the current amount due under the Agreement, Ascentium may (i) apply the excess amount to the Payment(s) due at the end of the payment term or (ii) return the excess amount to you. If we apply the excess amount to Payment(s) due at the end of the term, the number of your remaining Payments will be reduced but the total amount of Payments set forth in the Agreement will not change including the interest calculated.

If you desire to prepay the Agreement in full, please contact Ascentium at customerservice@ascentiumcapital.com or 866-846-3646 to receive your current Unpaid Balance.

This Addendum is part of the Agreement. Except as expressly set forth in this Addendum, the Agreement remains unchanged and in full force and effect. You agree that a facsimile or other copy of this Addendum, as executed, shall be deemed the equivalent of an originally executed copy for all purposes.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ryan L. White".

Regions Bank d/b/a Ascentium Capital

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	Pending
Illinois	~~April 19, 2025~~ Pending
Indiana	April ~~18~~ 6, 202 ~~5~~ 6
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	April ~~18~~ 6, 202 ~~5~~ 6
Rhode Island	Pending
South Dakota	~~Pending~~ April 6, 2026
Virginia	Pending
Washington	Pending
Wisconsin	April ~~18~~ 6, 202 ~~5~~ 6

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 H

RECEIPTS OF DISCLOSURE DOCUMENT

H-1

RECEIPT

This disclosure document summarizes certain provisions of the Agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Chester's International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chester's International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Chester's International, LLC, currently located at 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203. Its telephone number is (800) 646-9403.

Issuance date: April ~~18~~6, 202~~5~~6

The franchise sellers for this offering are: Mandi Green at Chester's International, LLC, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (205) 949-4705 and _____ at _____.

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Chester's International, LLC dated as of April ~~18~~6, 202~~5~~6, that included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. ~~CHESTER'S~~Chester's Restaurant Agreement and Addendum to Chester's Restaurant Agreement
- C. Tables of Contents of Manuals
- D. Financial Statements
- E. List of ~~CHESTER'S~~Chester's Restaurant Franchisees/List of Franchisees Leaving System During Past Year
- F. State Addenda and Agreement Riders
- H. Ascentium Capital Financing Program Documents
- G. Receipts of Disclosure Document

Date	Prospective Franchisee [Print Name]
(Date, Sign, and Return to Us)	Prospective Franchisee [Signature]

You may return the signed Receipt either by signing, dating, and mailing it to us at our address above, by emailing a scanned copy of the signed and dated Receipt to contracts@chestersinternational.com.

RECEIPT

This disclosure document summarizes certain provisions of the Agreement and other information in plain language. Read this disclosure document and all agreements carefully. If Chester's International, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Chester's International, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is Chester's International, LLC, currently located at 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203. Its telephone number is (800) 646-9403.

Issuance date: April ~~18~~6, 202~~5~~6

The franchise sellers for this offering are: Mandi Green at Chester's International, LLC, 1531 3rd Avenue North, Suite 110, Birmingham, Alabama 35203, (205) 949-4705 and _____ at _____.

We authorize the respective state agents identified on Exhibit A to receive service of process for us in the particular states. I received a disclosure document from Chester's International, LLC dated as of April ~~18~~6, 202~~5~~6, that included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. ~~CHESTER'S~~Chester's Restaurant Agreement and Addendum to Chester's Restaurant Agreement
- C. Tables of Contents of Manuals
- D. Financial Statements
- E. List of ~~CHESTER'S~~Chester's Restaurant Franchisees/List of Franchisees Leaving System During Past Year
- F. State Addenda and Agreement Riders
- G. Ascentium Capital Financing Program Documents
- H. Receipts of Disclosure Document

Date	Prospective Franchisee [Print Name]
(Date, Sign, and Keep For Yourself)	Prospective Franchisee [Signature]