



BASKIN • ROBBINS™

FRANCHISE DISCLOSURE DOCUMENT

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BASKIN-ROBBINS FRANCHISING LLC

a Delaware limited liability company

Three Glenlake Parkway

Atlanta, Georgia 30328

(678) 514-4100

franchiseinfo@baskinrobbins.com

www.baskinrobbinsfranchising.com

www.baskinrobbinsfranchising.com

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

The total investment necessary to begin operation of a Baskin Robbins franchise ranges from \$307,400 to ~~\$622,600~~ \$626,700. This includes a range of \$28,300 to ~~\$34,250~~ \$36,650 that must be paid to the franchisor or affiliate.

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

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

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as ~~“A Consumer’s~~ “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~~ FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

~~Issued~~ Issuance Date: March ~~27~~ 26, ~~2025~~ 2026

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 <u>Exhibits I and J</u> .
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 <u>Exhibit B</u> includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Baskin-Robbins in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Baskin-Robbins franchisee?	Item 20 or <u>Exhibits I and J</u> lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

TABLE OF CONTENTS

	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
ITEM 1÷ THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES		1
ITEM 2÷ BUSINESS EXPERIENCE.....		6
ITEM 3÷ LITIGATION	~~16~~	<u>18</u>
ITEM 4÷ BANKRUPTCY	~~22~~	<u>21</u>
ITEM 5÷ INITIAL FEES		22
ITEM 6÷ OTHER FEES	~~27~~	<u>25</u>
ITEM 7÷ ESTIMATED INITIAL INVESTMENT		32
ITEM 8÷ RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	~~38~~	<u>37</u>
ITEM 9÷ ~~FRANCHISEE'S~~ <u>FRANCHISEE'S</u> OBLIGATIONS		41
ITEM 10÷ FINANCING		42
ITEM 11÷ FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	~~42~~	<u>43</u>
ITEM 12÷ TERRITORY	~~55~~	<u>57</u>
ITEM 13÷ TRADEMARKS	~~58~~	<u>60</u>
ITEM 14÷ PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	~~59~~	<u>62</u>
ITEM 15÷ OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.....	~~60~~	<u>63</u>
ITEM 16÷ RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	~~61~~	<u>64</u>
ITEM 17÷ RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION ...	~~62~~	<u>65</u>
ITEM 18÷ PUBLIC FIGURES	~~66~~	<u>69</u>
ITEM 19÷ FINANCIAL PERFORMANCE REPRESENTATIONS.....	~~66~~	<u>69</u>
ITEM 20÷ OUTLETS AND FRANCHISEE INFORMATION.....	~~70~~	<u>72</u>
ITEM 21÷ FINANCIAL STATEMENTS	~~83~~	<u>86</u>
ITEM 22÷ CONTRACTS	~~83~~	<u>86</u>
ITEM 23÷ RECEIPTS	~~83~~	<u>86</u>

EXHIBITS

- A. LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS
- B. FINANCIAL STATEMENTS ~~AND GUARANTEE~~
- C-1. BASKIN-ROBBINS FRANCHISE AGREEMENT
- C-2. COMBO FRANCHISE AGREEMENT
- C-3. NON-TRADITIONAL RIDER TO THE FRANCHISE AGREEMENT
- C-4. INCENTIVE ADDENDUM TO THE FRANCHISE AGREEMENT
- C-5. MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT
- D-1. BASKIN-ROBBINS ~~STORE~~-DEVELOPMENT AGREEMENT
- D-2. COMBO ~~STORE~~-DEVELOPMENT AGREEMENT
- D-3. INCENTIVE ADDENDUM TO THE ~~STORE~~-DEVELOPMENT AGREEMENT
- D-4. CONDITIONAL OPTION(S) TO EXTEND
- E. STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS
- F. OPTION TO ASSUME LEASE
- G-1. ~~CURRENT~~LIST OF BASKIN-ROBBINS ~~AND COMBO~~-RESTAURANT FRANCHISEES
- G-2. LIST OF BASKIN-ROBBINS RESTAURANT FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS BUT NOT YET OPERATIONAL
- G-3. LIST OF BASKIN-ROBBINS RESTAURANT DEVELOPERS
- G-4. LIST OF COMBO RESTAURANT FRANCHISEES
- G-5. LIST OF COMBO RESTAURANT FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS NOT YET OPERATIONAL
- G-6. LIST OF COMBO RESTAURANT DEVELOPERS
- H-1. LIST OF BASKIN-ROBBINS RESTAURANTS THAT CEASED TO OPERATE AND FORMER BASKIN-ROBBINS RESTAURANT FRANCHISEES
- H-2. LIST OF BASKIN-ROBBINS RESTAURANT TRANSFERS (TRANSFEROR)
- H-3. ~~FORMER BASKIN-ROBBINS~~LIST OF COMBO RESTAURANTS THAT CEASED TO OPERATE AND FORMER COMBO RESTAURANT FRANCHISEES
- H-4. LIST OF COMBO RESTAURANT TRANSFERS (TRANSFEROR)
- I. FORM OF GENERAL RELEASE
- J. ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT
- K. STATE EFFECTIVE DATES PAGE
- L. RECEIPTS

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

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

The Franchisor

We are a Delaware limited liability company formed on March 15, 2006. Our principal place of business is Three Glenlake Parkway, Atlanta, Georgia 30328. We currently do business under our name, Baskin-Robbins Franchising LLC, and our brand name “Baskin-Robbins” and “BR.” The Baskin-Robbins brand began in 1946 and we, through our predecessors, have offered Baskin-Robbins franchises since 1948. As of December ~~29, 2024~~28, 2025, our 2025 fiscal year end, there were ~~2,245~~2,186 franchised Baskin-Robbins restaurants operating in the United States. Of those ~~2,245~~2,186 restaurants, ~~974~~958 were single-branded Baskin-Robbins restaurants, ~~2 was a~~9 were Baskin-Robbins restaurants operating at ~~a~~-Multi-Brand ~~Location~~Locations (defined below), and ~~1,269~~1,219 were Dunkin’ and Baskin-Robbins combo restaurants. Additionally, as of ~~December 29, 2024, there 5,651~~our 2025 fiscal year end, there were 5,696 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

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

The Baskin-Robbins® Franchise Opportunity

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

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

We offer to qualified entities the right to develop and operate Baskin-Robbins Restaurants from non-traditional locations, including hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities,

schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and big box super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers (collectively, “Special Distribution Opportunities” or “SDO”). If the Restaurant is located at an SDO location, “Premises” includes the Restaurant, any storage, seating or common areas used in connection with the Restaurant. If you wish to develop one or more Baskin-Robbins Restaurants that will be operated from an SDO location, you will sign our then-current form of Franchise Agreement and Non-Traditional Rider to the Franchise Agreement, which is attached to this disclosure document as Exhibit C-3 (the “Non-Traditional Rider”), for each Restaurant developed at an SDO location.

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

The Dunkin’ + Baskin-Robbins Combo Franchise

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

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

Multi-Brand Locations

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

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

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

Market and Competition

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

Industry-Specific Laws, ~~Rules,~~ and Regulations

[You must comply with all local, state, and federal laws and regulations applicable to the operation of restaurants, such as the following: labor and employment laws and regulations; health, sanitation, food handling, food preparation, and waste disposal laws and regulations; smoking restrictions; anti-solicitation practices \(including the Telephone Consumer Protection Act, CAN-SPAM Act, and the Telemarketing Sales Rule\); and consumer pricing advertising, menu, and point-of-sale disclosures \(such as statements concerning the nutritional and dietary characteristics of the food served at your business\). You must also comply with all other laws, regulations, ordinances, and licensing](#)

requirements that apply generally to all businesses. It is your responsibility to investigate and comply with all laws, regulations, ordinances, and licensing requirements that may affect your operations, and to investigate the need for obtaining and maintaining all licenses and permits necessary to open and operate. We encourage you to make additional inquiries into these laws, regulations, ordinances, and licensing requirements and to obtain the assistance of legal counsel.

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

Our Predecessors, Parents, and Certain Affiliates

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

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

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

Affiliate	Primary Purpose
DDBR International LLC (formed March 2006)	Purchases ice cream and re-sells to certain franchisees, and franchises restaurants in China.
Baskin-Robbins International LLC (formed July 1976)	Conducts certain international business relating to the <i>Baskin-Robbins</i> brand.
DB Real Estate Assets I LLC (formed March 2006)	Leases or subleases real estate to Dunkin’ franchisees.

Affiliate	Primary Purpose
DB Real Estate Assets II LLC (formed March 2006)	Leases or subleases real estate to Dunkin' franchisees.
SVC Service II Inc. (Tennessee corporation formed March 2020)	Collects and manages stored value card funds.
DBLF LLC (formed June 2020)	Collects and reconciles loyalty purchases and redemptions.
IRB Holding Corp.	Provides certain technology services and payment processing services.

Inspire Brands Affiliated Programs

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

Arby's Franchisor, LLC ("Arby's Franchisor") is the franchisor of Arby's restaurants in the United States and certain countries internationally. Arby's Restaurants offer a variety of high-quality proteins and sides, including slow-roasted, freshly-sliced roast beef, curly fries and shakes. Arby's Franchisor has offered franchises for Arby's restaurants since December 2015, but its predecessors have been franchising Arby's restaurants since 1965. Predecessors and former affiliates of Arby's Franchisor have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamon's® stores that served gourmet baked goods. All of the T.J. Cinnamon's locations have closed. As of December ~~29, 2024~~28, 2025, [our 2025 fiscal year end](#), there were ~~3,365~~3,265 Arby's restaurants operating in the United States (~~2,286~~2,344 franchised, including ~~14~~ franchised Arby's restaurant operating at a Multi-Brand Location, and ~~1,079~~921 company-owned, [including 1 restaurant operating at a Multi-Brand Location](#)).

Buffalo Wild Wings International, Inc. ("BWWI") is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under the Buffalo Wild Wings name ("Buffalo Wild Wings Sports Bars") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("~~BWW GO~~BWW GO Restaurants"). BWWI has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for ~~BWW GO~~BWW GO Restaurants since December 2020. As of December ~~29~~28, 20242025, there were ~~1,183~~1,178 Buffalo Wild Wings Sports Bars operating in the United States (~~538~~549 franchised and ~~645~~629 company-owned). As of December ~~29~~28, 20242025, there were ~~140~~219 ~~BWW GO~~BWW GO Restaurants operating in the United States (~~90~~194 franchised and ~~50~~25 company-owned).

~~Dunkin' Donuts Franchising LLC ("DD")~~ is the franchisor of Dunkin' restaurants in the United States and certain international territories. Dunkin' restaurants offer doughnuts, coffee,

espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin' restaurants since March 2006. As of December ~~29~~28, ~~2024~~2025, there were ~~9,768~~9,999 Dunkin' restaurants operating in the United States (~~9,734~~9,963 franchised and ~~34~~36 company-owned). Of those ~~9,768~~9,963 restaurants, ~~8,480~~8,707 were single-branded Dunkin' restaurants, ~~18~~37 were franchised Dunkin' restaurants operating at Multi-Brand Locations, ~~1—was a company-owned Dunkin' restaurant operating at a Multi-Brand Location, and 1,269~~and 1,219 were franchised Dunkin' and Baskin-Robbins combo restaurants.

Jimmy John's Franchisor SPV, LLC ("JJF") is a franchisor of restaurants operating under the JIMMY JOHN'S® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. JJF became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. JJF and its predecessor have been franchising since 1993. JJF has not offered franchises in any other line of business. As of December ~~29~~28, ~~2024~~2025, there were ~~2,689~~2,777 JIMMY JOHN'S® Restaurants operating in the United States (~~2,647~~2,737 franchised and ~~42~~40 company-owned). Of those ~~2,689~~2,777 restaurants, ~~2,668~~2,737 were ~~singled-branded~~single-branded Jimmy John's restaurants, ~~20~~38 were franchised Jimmy John's restaurants operating at Multi-Brand Locations, and ~~1—was—a~~2 were company-owned Jimmy John's ~~restaurant~~restaurants operating at ~~a~~Multi-Brand LocationLocations.

Sonic Franchising LLC ("Sonic") became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of December ~~29~~28, ~~2024~~2025, there were ~~3,461~~3,412 Sonic restaurants operating in the United States (~~3,144~~3,120 franchised ~~and 317 company-owned~~), ~~all of which were singled-branded Sonic restaurants. As of December 29, 2024, there were no Sonic restaurants operating internationally, including 1 franchised Sonic restaurant operating at a Multi-Brand Location, and 292 company-owned~~).

Inspire International, Inc. ("Inspire International") was incorporated under the name BWLD Global III, Inc. As part of an internal restructuring, BWLD Global III, Inc. merged with Arby's International, Inc. and Sonic International, Inc. and, as the surviving entity, changed its name to Inspire International, Inc. Inspire International has offered franchises and master franchises for Buffalo Wild Wings Sports Bars, Arby's Restaurants, Sonic restaurants, and/or Jimmy John's restaurants operating outside the United States since its formation in October 2019. As of December ~~29~~28, ~~2024~~2025, internationally and in Puerto Rico, there were ~~231~~243 franchised Arby's restaurants, ~~65~~64 franchised Buffalo Wild Wings or B-Dubs restaurants, and ~~53~~7 franchised Jimmy John's restaurants. As of December 28, 2025, there were no Sonic restaurants operating internationally.

In addition to DD and BR, the following affiliates offer franchises for Dunkin' and/or Baskin-Robbins restaurants internationally: DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). DB Canada has offered Baskin-Robbins franchises in Canada since its formation in March 2006. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered a Dunkin' franchises in Brazil since its formation in May 2014. DB

Mexico has offered Dunkin' franchises in Mexico since its formation in October 2006. BR UK has offered Baskin-Robbins franchises in the UK since its formation in December 2014. As of December ~~29~~28, ~~2024~~2025, there were ~~4,328~~4,242 single-branded franchised Dunkin' restaurants operating and ~~5,651~~5,696 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Other Affiliated Franchise Programs

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

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

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, ~~2024~~2025, there were ~~1,182~~1,236 franchised and 11 affiliate-owned Auntie Anne's shops in the United States and ~~815~~887 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2024~~2025, there were ~~336~~359 franchised Carvel shoppes and one affiliate-owned in the United States and ~~395~~4 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, ~~2024~~2025, there were ~~1,002~~1,310 franchised and ~~28~~29 affiliate-owned Cinnabon bakeries in the United States, ~~1,040~~1,057 franchised Cinnabon bakeries outside the United States, and ~~193~~201 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA®

franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, ~~2024~~2025, there were ~~726~~709 franchised Jamba stores and one affiliate-owned Jamba store in the United States and ~~61~~62 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, ~~2024~~2025, there were ~~524~~533 franchised and ~~36~~39 affiliate-owned McAlister's Deli® restaurants in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2024~~2025, there were ~~591~~563 franchised and ~~five~~5 affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® Deli® quick-casual restaurants that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, ~~2024~~2025, there were ~~280~~267 franchised and ~~28~~27 affiliate-owned Schlotzsky's restaurants in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, ~~2024~~2025, there were ~~525~~558 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2024~~2025, there were ~~1,009~~993 Massage Envy locations operating in the United States, including ~~1,000~~986 operated as total body care Massage Envy businesses and ~~9~~7 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, ~~2024~~2025, there were ~~nine~~9 regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (“CKE”), through two indirect wholly-owned subsidiaries (Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl’s Jr.® and Hardee’s® trade names and business systems. Carl’s Jr. restaurants and Hardee’s restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee’s Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl’s Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.’s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee’s restaurants have been franchised since 1961. As of January ~~27~~26, ~~2025~~2026, there were ~~202~~198 company-operated Hardee’s restaurants and there were ~~1,369~~1,287 domestic franchised Hardee’s restaurants, including ~~129~~106 Hardee’s/Red Burrito Dual Concept restaurants. Additionally, there were ~~473~~499 franchised Hardee’s restaurants operating outside the United States. Carl’s Jr. restaurants have been franchised since 1984. As of January ~~27~~26, ~~2025~~2026, there were 50 company-operated Carl’s Jr. restaurants, and there were ~~982~~942 domestic franchised Carl’s Jr. restaurants, including ~~248~~85 Carl’s Jr./Green Burrito Dual Concept restaurants. In addition, there were ~~687~~731 franchised Carl’s Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

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

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, axles, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, ~~tune-up~~tune-ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke’s affiliate has owned and operated Meineke centers on and off since March 1991. As of December ~~28~~27, ~~2024~~2025, there were ~~714~~735 franchised Meineke centers, ~~18~~14 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or

company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing ~~automotive collision and paint refinishing~~[automobile painting and body repair](#). As of December ~~2827~~, ~~2024~~[2025](#), there were ~~363~~[360](#) franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin Shops” since February 2006. As of December ~~2827~~, ~~2024~~[2025](#), there were ~~1411~~ Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube’s predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December ~~2827~~, ~~2024~~[2025](#), there were ~~eight~~[8](#) Econo Lube N’ Tune franchises and ~~nine~~[8](#) Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other ~~automotive parts, products, and equipment,~~[automotive or otherwise, and related services](#) to automotive [repair shops and parts stores, fleets](#), chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~2827~~, ~~2024~~[2025](#), there were ~~193~~[190](#) 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~2827~~, ~~2024~~[2025](#), owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~2827~~, ~~2024~~[2025](#), there were ~~471~~[479](#) franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~2827~~, ~~2024~~[2025](#), there were ~~432~~[501](#) franchised Take 5 outlets and ~~719~~[807](#) affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December ~~28~~27, ~~2024~~2025, there were 55 franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~28~~27, ~~2024~~2025, there were ~~212~~218 franchised Fix Auto ~~repair~~shops and no company-owned shops operating in the United States.

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

As of December ~~28~~27, ~~2024~~2025, there were: (i) ~~14~~6 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~17~~11 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~317~~330 franchised CARSTAR facilities and ~~one~~no company-owned CARSTAR ~~facility~~facilities in Canada; (v) ~~32~~31 franchised Take 5 outlets and ~~seven~~7 company-owned Take 5 outlets in Canada; (vi) ~~71~~85 franchised UniglassPlus businesses, ~~27~~24 franchised UniglassPlus/Ziebart businesses, and ~~five~~5 franchised Uniglass Express businesses in Canada, and ~~one~~1 company-owned UniglassPlus business and ~~one~~1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, ~~56~~57 franchised VitroPlus/Ziebart businesses and ~~three~~3 franchised Vitro Express businesses in Canada, and ~~one~~no company-owned VitroPlus ~~business—and one~~businesses or company-owned VitroPlus/Ziebart ~~business~~businesses in Canada; (viii) ~~31~~30 franchised Docteur du Pare Brise businesses and ~~two~~no company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~11~~10 franchised Go! Glass & Accessories businesses and no franchised Go! Glass ~~business~~businesses in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) ~~8~~7 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In ~~January 2022~~December 2021, Driven Brands acquired Auto Glass Now's repair locations. As of December ~~2827~~, 20242025, there were ~~more than 224~~249 repair locations operating under the AUTOGLASSNOW® name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

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

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, ~~2024~~2025, there were ~~796~~685 Merry Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, ~~2024~~2025, there were ~~585~~584 ServiceMaster Clean franchises, and ~~1,995~~1,912 ServiceMaster Restore franchises in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2024~~2025, there were ~~339~~350 Two Men and a Truck franchises and ~~three~~one company-owned Two Men and a Truck ~~businesses~~business in the United States. As of December 31, ~~2024~~2025, there were ~~62~~68 Two Men and a Junk Truck franchises in the United States.

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

NBC Franchisor LLC ("NBC") franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, ~~2024~~2025, there were ~~643~~756 Nothing Bundt Cake franchises and

~~178~~ company-owned locations operating in the United States and 6 Nothing Bundt Cake franchises operating in Canada. NBC has never offered franchises in any other line of business.

Mathnasium Franchisor, — LLC (“Mathnasium”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2024~~2025, there were ~~995~~1,043 franchised and 4 affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2024~~2025, there were ~~100~~104 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2024~~2025, there were ~~91~~108 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

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

i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2024~~2025, there were ~~264~~294 i9 Sports franchises in the United States.

Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2024~~2025, there were ~~102~~106 franchised and ~~29~~16 affiliate-owned SafeSplash Swim School outlets (including ~~12~~14 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, ~~11~~eight franchised

Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2024/2025, there were 254/276 franchised and 49/47 affiliate-owned School of Rock schools in the United States and 92/111 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("Subway") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2024/2025, there were 19,502/18,773 Subway franchises and no company-owned locations operating in the United States and an estimated 16,120/16,495 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

Dave's Hot Chicken Franchise Co. SPV LLC ("DHC") is a franchisor of restaurants that feature Nashville-style hot chicken tenders and sliders with made-to-order spices and related food and drink items in a fun, fast-casual restaurant format under the name "Dave's Hot Chicken®". DHC and its affiliates have been offering franchises for Dave's Hot Chicken restaurants since March 2019, and became an Affiliated Program in May 2025. DHC's principal place of business is 600 Playhouse Alley, Unit 504, Pasadena, CA 91101. As of December 31, 2025, there were 348 franchised Dave's Hot Chicken restaurants and 10 affiliate-owned Dave's Hot Chicken restaurants in the United States and 34 franchised Dave's Hot Chicken Restaurants outside the United States. DHC has not offered franchises in any other line of business.

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

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

ITEM 2: **BUSINESS EXPERIENCE**

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

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

Brand Head – Baskin-Robbins: Jerid Grandinetti

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

President, Baskin-Robbins Marketing from January 2022 to February 2024 and Director, International Brand Marketing from December 2017 to January 2022, each in Canton, Massachusetts.

Chief Technology & AI Acceleration Officer of Inspire Brands: Yasir Anwar

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

Chief Information Security Officer of Inspire Brands: Haddon Bennett

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

~~Chief Growth Officer of Inspire Brands: Christian Charnaux~~

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

Chief Supply Officer of Inspire Brands: Joel Blanchard

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

Chief Legal & Administrative Officer, Secretary, and Board of Managers: Scott Catlett

Mr. Catlett has been our Chief Legal & Administrative Officer and Secretary and a Member of our Board of Managers and Inspire Brands' Chief Legal & Administrative Officer and Secretary, and a member of its Board of Directors in Atlanta, Georgia since September 2025. He previously served as Chief Legal and Franchise Officer and Corporate Secretary of Yum Brands, Inc. in Louisville, Kentucky from August 2020 to October 2024.

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

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

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

Mr. Lynn has ~~been Dunkin' Brands' and Inspire Brands'~~served as Chief Commercial and Restaurant Officer for Arby's Restaurant Group's ("ARG") and Inspire Brands since August 2022, ~~each~~based in Atlanta, Georgia. He has also been the Co-Founder of Zuzu Hospitality in Singapore since 2016.

Chief ~~Development~~Portfolio Officer: Jason Maceda

Mr. Maceda has been ~~our Chief Development Officer in Canton, Massachusetts since January 2024. He also has been~~ Inspire Brands' Chief Portfolio Officer since December 2025. Prior to that, Mr. Maceda was ~~our and~~ Inspire Brands' Chief Development Officer in Canton, Massachusetts ~~since from~~ January 2024 ~~until December 2025~~. He previously was Inspire Brands' Senior Vice President, Franchise Development in Canton, Massachusetts from September 2022 to January 2024. Additionally, he previously held several positions with us in Canton, Massachusetts, including President, Baskin-Robbins from December 2020 to September 2022, Senior Vice President, and Baskin-Robbins U.S. and Canada from June 2017 to December 2020.

Chief Brand Officer: Scott Murphy

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

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

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

President – U.S. Development: John Dawson

Mr. Dawson has been Inspire Brands' President of U.S. Development in Atlanta, Georgia since December 2025. He previously served as a retail consultant for private equity firms and franchises from 2018 to 2025 in Miami, Florida.

Vice President – U.S. Development: Garrett Tash

Mr. Tash has been Inspire Brands' Vice President of U.S. Development in Atlanta, Georgia since February 2026. He previously served as Inspire International's Vice President – International Business Development in Atlanta, Georgia from September 2025 until February 2026 and Sr. Director Business Development from July 2023 to August 2025. Garrett held various positions with Inspire Brands, including Chief of Staff from January 2021 to July 2023 and Manager, Corporate Strategy from June 2020 to January 2021, each in Atlanta, Georgia. Before that, he served as Sun Trust Humphry's Investment Banking Associate in Atlanta, Georgia from August 2019 to May 2020.

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

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

President, Northeast from December 2021 to March 2022, and Regional Vice President, Operations and Development from March 2014 to December 2021.

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

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

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

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

Vice President – Franchise Operations: Francis Ashwin

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

Vice President – Restaurant Portfolio Management: William Duffy

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

Vice President – Franchise Operations: Kelly Fish

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

Vice President – Franchise Operations: Peter Green

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

Vice President – Construction Programs & Services: Volker Heimeshoff

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

~~Vice President – Real Estate: Russell Holland~~

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

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

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

Vice President – Franchise Operations: Allyson Peck

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

Vice President – Franchise Counsel: Lisa P. Storey

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

Vice President – Franchise Operations: Robert Wiggins

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

Vice President – Franchise Health of Inspire Brands: Tim Asire

Mr. Asire has been Inspire Brands’ Vice President – Franchise Health since January 2025. He previously served as Vice President – Franchise Health from February 2021 to December 2024. Before that, he held several positions with ~~HJJF~~ in Champaign, Illinois, including Chief Compliance Officer and Vice President, Operations from January 2006 to January 2021, each in Champaign, Illinois.

Vice President – Brand Training of Inspire Brands: Kelli Holmes

Ms. Holmes has been Inspire Brands’ Vice President – Brand Training in Canton, Massachusetts since January 2025. She previously held several positions with ~~DD~~Dunkin’, including Vice President – Training and Development from February 2024 to December 2024, Vice President – Learning from

August 2022 to February 2024, Senior Director, Learning Strategy and Deployment from October 2021 to August 2022, and Senior Director, Operating Systems from January 2018 to October 2021, each in Canton, Massachusetts.

~~Senior Director—Franchise Development of Inspire Brands: Theresa Rivello~~

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

~~Senior Director—Restaurant Experience of Inspire Brands: Jenna Hall~~

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

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

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

Senior Director – Franchise Operations of Inspire Brands: Dominic Laskero

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

ITEM 3:
LITIGATION

Pending Litigation

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

[Dunkin Donuts Franchising, LLC and Baskin Robbins Franchising LLC v. Shree Krishna Donuts, Inc. and Dilruba Choudhury \(Case No. 2:26-cv-00548-MCA-AME\), U.S. District Court for the District of New Jersey, filed on January 16, 2026. We \(together with our affiliate DD\) filed a Complaint and Motion for Temporary Restraining Order against a franchisee \(and its guarantor/owner\) for, among other things, breach of contract and trademark infringement relating to the franchisee’s failure to comply with obligations under the now-terminated franchise agreement. On February 18, 2026, the defendant/counter-plaintiffs filed their Answer and](#)

Counterclaim in which the defendants/counter-plaintiffs allege: (1) that we and DD violated the New Jersey Franchise Practices Act, N.J.S.A. 56:10-1 et seq. because of our termination of the applicable franchise agreement (effective on December 1, 2025) arising out of what defendant/counter-plaintiffs claim were conflicting restaurant inspections and assessments, and (2) that we and DD intentionally interfered with the contractual relationship between defendants/counter-plaintiffs and their customers (who are other Dunkin' franchisees) who purchased baked products from defendants/counter-plaintiffs whose Restaurant defendants/counter-plaintiffs allege also operated as a Central Manufacturing Location ("CML"). The Counterclaim includes defendants'/counter-plaintiffs' demand for compensatory damages in an unspecified amount, but including recovery of the purchase price of the franchise and reimbursement for all expenses incurred, as well as attorneys' fees, interest and costs of suit and for any other relief as the court deems appropriate. Defendants/counter-plaintiffs also seek dismissal of our and DD's claims. This matter is in the preliminary stages of litigation, and we and DD intend to vigorously defend against the counterclaims.

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

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

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

~~*Breach of Contract and Trademark Infringement Claims:*~~

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

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

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

Concluded Litigation

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

~~Bertico Inc., 3024032 Canada Inc., 3155412 Canada Inc., 3176941 Canada Inc., 3481191 Canada Inc., 2857-8664 Québec Inc., 3089-8001 Québec Inc., 9067-0308 Québec Inc., Jacques Doyon and Monic Huard, Les Entreprises Doyon et Huard Inc., Les Entreprises Charloise Inc., Les Entreprises Lucien Stephens Inc., Les Entreprises Pierre Maclure Limitée, 9116-5399 Québec Inc., 3089-3309 Québec Inc., 3092-5077 Québec Inc., 9009-6694 Québec Inc., 9064-0947 Québec Inc., 2622-6282 Québec Inc., 2968-7654 Québec Inc., Claude St-Pierre and Lynda Viel, Sylvain Charbonneau, Noemia De Lima and Joao De Lima, René Joly and Charlotte Lévesque, Mariette Long, Raymond Massi, Pierre Maclure, Jean Rioux, Mario Corbeil, John A. Costin, Bernard Stern and Jacques Pomerleau, Province of Quebec, District of Montreal, Superior Court, filed on May 20, 2003. Thirty-two (32) Quebec Dunkin' franchisees ("Canadian Plaintiffs") sued Dunkin' Donuts (Canada) Limited and Allied Domecq Retailing International, (Canada) Limited ("Dunkin' (Canada)") on a variety of claims with respect to the supervision and support of franchises located in Quebec including deterioration of the brand image, negligent management, failure to adequately respond to increased competition in the market, failure to adequately market, negligence in not responding to franchisees who did not comply with all of their franchise agreement requirements, failure to stem decreasing sales and to invest in the Dunkin' (Canada) system in Canada, and supply chain issues. Canadian Plaintiffs sought orders terminating their own franchises, orders requiring Dunkin' (Canada) to comply with its contractual obligations, and damages representing a refund of operating losses for 32 franchises. On June 21, 2012, the trial court found Dunkin' (Canada) liable and awarded Canadian Plaintiffs \$16.4 million CDN in damages, plus costs and interest, representing loss in value of the franchises and lost profits. Dunkin' (Canada) appealed the decision. On April 15, 2015, an appeals court upheld the trial court's decision but significantly reduced the amount of the damages to approximately \$10.9 million CDN. In June 2015, Dunkin' (Canada) filed an application for leave to appeal the Court of Appeals decision to the Supreme Court of Canada which denied the application on March 17, 2016. This matter is now closed.~~

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

was settled on February 23, 2017, with the entire settlement amount paid by Dunkin’s insurance carrier and with no admission of liability by defendants. The matter is now closed.

~~Bartosz Grabowski v. Dunkin’ Brands, Inc., (Case No. 1:17-cv-05069) U.S. District Court for the Northern District of Illinois, filed on July 9, 2017. The complaint in this putative class action lawsuit alleged that the Dunkin’ Brands engaged in deceptive practices with respect to its blueberry donut products by allegedly trying to convince consumers that certain products (such as the “Glazed Blueberry” donut and munchkin, the “Blueberry Butternut Donut,” and the “Blueberry Crumb Cake Donut”) contain real blueberries. The complaint claimed that Dunkin’ Brands engaged in fraud by (1) using the word “blueberry” in the product names; (2) using imitation blueberries on both the inside and outside of the product that were “specifically made to resemble actual blueberries or pieces of actual blueberry due to their blue color and round shape”; and (3) charging consumers a “premium price” for blueberry donuts which, the complaint alleges, are “uniformly priced higher than other donuts on the Dunkin’ menu such as the Glazed Donut.” As a result, the complaint contended that consumers reasonably expect these products to contain actual blueberries and, therefore, the use of the word “blueberry” as a product description at franchises and in marketing is misleading. The legal claims brought against Dunkin’ Brands in this case were: (1) violation of the Illinois Consumer Fraud and Deceptive Business Practices Act; (2) common law fraud; (3) intentional misrepresentation; (4) negligent misrepresentation; (5) breach of contract; and (6) unjust enrichment. The complaint sought a minimum of \$5 million dollars in damages. This case was settled on October 2, 2018 on an individual basis with no admission of liability by Dunkin’ Brands and was dismissed with prejudice. The matter is now closed.~~

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

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

~~The People of the State of California v. Dunkin’ Brands, Inc., (Case No. 19STCV09597), California Superior Court, Los Angeles County, filed on March 19, 2019. On March 14, 2019, Dunkin’ Brands entered into a settlement agreement with the Attorneys General of thirteen states and jurisdictions concerning the inclusion of “no-poaching” provisions in Dunkin’ franchise agreements. The settling~~

states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees or Dunkin's own employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and Dunkin' from hiring each other's employees. Under the terms of the settlement, Dunkin' Brands agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing such a provision. In addition, Dunkin' Brands agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. Dunkin' Brands expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of Dunkin' Brands. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record and the action was closed after the court approved the parties' stipulation of judgment.

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

~~Dunkin' Donuts Franchising LLC, et al. v. Vicky and Bonny Coffee Express Somerdale LLC, et al. (Case No. 21-cv-17719), U.S. District Court for the District of New Jersey, filed September 28, 2021. Dunkin' Donuts Franchising LLC, Dunkin' Donuts Franchised Restaurants LLC, and DD IP Holder LLC ("Dunkin' Plaintiffs") filed an action against a group of franchise entities and their owners (collectively, the "Somerdale Defendants") to enforce the termination of 12 Dunkin' Franchise Agreements—10 involving franchises in~~

~~New Jersey, and 2 involving franchises in Pennsylvania—due to Somerdale Defendants’ breaches of multiple provisions of the franchise agreements. On December 16, 2021, Dunkin’ Plaintiffs filed a motion for preliminary injunction seeking to enjoin Somerdale Defendants from operating the terminated franchises. On January 24, 2022, Somerdale Defendants filed an answer to the complaint and an opposition to the motion for preliminary injunction. On February 2, 2022, the parties entered into two Settlement Agreements whereby Dunkin’ Plaintiffs agreed to dismiss the action without prejudice in exchange for Somerdale Defendants’ agreement to (1) sell the subject franchises per the terms of the Settlement Agreements, and (2) execute a Franchise Termination and Surrender Agreement and Release to be effective upon Somerdale Defendants’ default of their obligations under the Settlement Agreements. Somerdale Defendants also agreed to pay Dunkin’ Plaintiffs \$97,000 for reimbursement of attorney fees and costs. On February 4, 2022, the parties filed a Stipulation of Dismissal Without Prejudice. The matter is now closed.~~

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

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

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

Ram Donuts Inc. v. Dunkin’ Donuts Franchising LLC, et al., (United States District Court for the District of Arizona, Case Nos. 22-CV-00433-TUC-LCK and 22-CV-0455-TUC-JCH). On September 15, 2022, a terminated franchisee, Ram Donuts, Inc. (“Ram Donuts”) filed a complaint in Pima County, Arizona state court against us and BR alleging breach of the franchise agreements, declaratory judgment, and breach of the implied covenant of good faith and fair dealing regarding the termination of Ram Donuts’ franchise agreements (the “Initial Case”). On September 22, 2022,

defendants removed the Initial Case to the United States District Court for the District of Arizona. On September 30, 2022, defendants filed an answer and counterclaim against Ram Donuts alleging breaches of the parties' franchise agreements and violations of 15 U.S.C. § 1125. On October 3, 2022, DD IP Holder LLC ("Dunkin' IP Holder") and BR IP Holder LLC (the "BR IP Holder") filed a separate complaint against Ram Donuts in the United States District Court for the District of Arizona alleging trademark infringement, unfair competition, and false designation of origin (the "IP Holder Case"). On October 18, 2022, the court consolidated the Initial Case and IP Holder Case. Ram Donuts closed the affected restaurants in October 2022. On August 29, 2023, the parties entered into a Settlement Agreement and Release whereby the Dunkin' and Baskin-Robbins entities agreed to pay Ram Donuts \$110,000 in exchange for mutual releases and dismissal of the lawsuit with prejudice. The matter is now closed.

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

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

Disclosures Regarding Affiliated Programs

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

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("ARG"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from

ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

In the Matter of Jimmy John's Franchisor SPV LLC (Securities Commissioner of Maryland, Case No. 2025-0122). On March 28, 2022, JJF filed a Franchise Disclosure Document (FDD) with the Maryland Securities Division as part of a notice of exemption from franchise registration. In this filing, JJF listed the former franchisees but omitted the required contact information for the majority of those franchisees. The Maryland Securities Commissioner asserted that this omission violated the Maryland Franchise Registration and Disclosure Law, the Federal Trade Commission (FTC) Franchise Rule, and the North American Securities Administrators Association (NASAA) Guidelines, all of which require franchisors to provide contact information for former franchisees in their FDDs. JJF asserted that the omission was inadvertent and not material, but in order to avoid the time commitment and expense of administrative or judicial proceedings, the Maryland Securities Commissioner and JJF entered into a Consent Order on June 9, 2025. Under the terms of the Consent Order, JJF agreed to pay a \$30,000 civil monetary penalty, to permanently cease and desist from the offer or sale of franchises in violation of the Maryland Franchise Law, and to disclose the existence of the Consent Order in future franchise disclosure documents.

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

ITEM 4: **BANKRUPTCY**

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

ITEM 5: **INITIAL FEES**

Franchise Agreement

Initial Franchise Fee, ~~Baskin-Robbins Restaurant.~~

You must pay us an initial franchise fee ("IFF") ~~equal to \$25,000~~ when you sign the Franchise Agreement. During our 2025 fiscal year, the IFF paid by our franchisees ranged from \$0 to \$25,000.

<u>Restaurant Type</u>	<u>Initial Franchise Fee</u>
<u>Standard Baskin-Robbins Restaurant</u>	<u>\$25,000</u>
<u>Baskin-Robbins Restaurant at a Gas Station or Convenience Store</u>	<u>Standard IFF, pro-rated by the length of the term granted under the Franchise Agreement. For example, if the term will be 10 years, the IFF due upon signing the Franchise Agreement will be \$12,500.</u>
<u>SDO Location</u>	<u>50% of the standard IFF, pro-rated by the length of the term granted under the Franchise Agreement. For example, if the term will be 10 years, the IFF due upon signing the Franchise Agreement will be \$6,250.</u>
<u>Combo Restaurant</u>	<u>\$10,000. Additionally, you will pay DD the then-current initial franchise fee.</u>

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

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

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

~~*Initial Franchise Fees, General Notes.* In our fiscal year ending December 29, 2024, the IFF paid by our franchisees ranged from \$0 to \$25,000.~~

Training Fees-

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

The “Initial Training Fee” is ~~\$2,950~~\$3,000 per person to attend the initial training program. The Initial Training Fee for the first 2 people to attend the initial training program are included in the IFF, and you must pay the Initial Training Fee for the third or subsequent individuals to attend the initial training program. However, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants, you must pay us a training fee equal to ~~\$2,950~~\$3,000. Additionally, if you are a new franchisee entering the System through the acquisition of 1 or more Baskin-Robbins Restaurants operating at SDO locations, you must pay us a training fee equal to ~~\$2,000~~\$3,000. If you cancel a scheduled training, you must pay us our then-current cancellation fee. Our current cancellation fee is ~~\$500~~\$750 per person if you cancel ~~less than 2 weeks~~8-14 days before the scheduled class, and \$1,500 per person if you cancel 7 days or fewer before the scheduled class.

Marketing Start-Up Fee-

In connection with the opening, re-opening, relocation, or remodel of your Restaurant, you must undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards, which we will provide to you. Unless you qualify for an incentive, if your Restaurant will be a Baskin-Robbins Restaurant, a Gas & Convenience Restaurant, or if you add a Baskin-Robbins Restaurant to an existing Dukin' restaurant and you are not required to remodel the Restaurant, you must spend at least \$6,000 (the "Standard Marketing Start-Up Fee"). If your Restaurant will be a Combo Restaurant, you must spend at least \$10,000 (the "Combo Marketing Start-Up Fee"). If you are re-opening your Restaurant after relocating in accordance with the terms of your Franchise Agreement and our Standards, you must spend at least \$3,500 (the "Relocation Marketing Start-Up Fee"). Lastly, if your Restaurant will be operated from an SDO location, or if you are re-opening your Restaurant after completing a remodel, you must spend at least \$3,000 (the "Reduced Marketing Start-Up Fee"). If you fail to administer the promotional programs, we may require you to pay the Standard Marketing Start-Up Fee, Combo Marketing Start-Up Fee, Relocation Marketing Start-Up Fee, and/or Reduced Marketing Start-Up Fee to us or our approved vendors to conduct these activities on your behalf.

Reimbursement of Expenses-

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

Real Estate-

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

Design Fees

[At your request, our affiliate may develop a preliminary site layout \("PSL"\) or a preliminary kitchen layout \("PKL"\) for your Restaurant. If our affiliate prepares a PSL and/or PKL for the Restaurant you must pay our affiliate the then-current Kitchen Layout Design Fees and/or Site Design Fees as applicable. Currently, the Site Design Fee is \\$1,200 for a PSL for a new or remodeling Restaurant and the Kitchen Layout Design Fee is \\$1,200 for a PKL for a new Restaurant and \\$750 for a PKL for a remodeling Restaurant. Our affiliates only offer PSL services to Restaurants with drive-thrus.](#)

~~Store~~ IFF Under Development Agreement

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

Multi-Brand Locations

If we and an Other Franchisor grant you the right to open and operate a Baskin-Robbins Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all initial fees due under each applicable Other Franchisor's franchise agreement, in addition to the initial fees described in this Item 5. If you operate a Baskin-Robbins Restaurant at a Multi-Brand Location, you may qualify for 1 or more incentives described in Item 5 and Item 6. Additionally, you must complete all training required for the Other Restaurant(s) under each applicable Other Franchisor's franchise agreement in addition to the training required for the Baskin-Robbins Restaurant. You must also pay us any training fees and additional expenses that we incur in connection with any additional or specialized training required for the Restaurant's personnel due to its status as Multi-Brand Location. We currently do not charge or expect to charge a fee or incur any additional expenses for any additional or specialized training we may provide for Multi-Brand Locations during 2026.

General Notes:

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

Incentive Programs

~~New Restaurant Opening~~Standard (Royalty) Incentive. You may qualify to participate in the “~~New Restaurant Opening~~” or “NRO Standard (Royalty) Incentive” or “Standard (Royalty)” incentive program if you sign a Franchise Agreement on or before March 31, ~~2026~~2027 to develop and operate 1 Restaurant in the ~~NRO~~Standard (Royalty) Territory (defined below). You may also qualify to participate in the ~~NRO~~Standard (Royalty) incentive program if you sign a new ~~Store~~-Development Agreement on or before March 31, ~~2026~~2027 to develop ~~1 to 3~~one or more new Restaurants in the ~~NRO~~Standard (Royalty) Territory. You may also qualify to participate in the ~~NRO~~Standard (Royalty) incentive program if you sign the Incentive Amendment (Exhibit D-3) in connection with the amendment of your existing ~~Store~~-Development Agreement on or before March 31, ~~2026~~2027 to amend the agreement to add ~~1 to 3~~one or more new Restaurants in the ~~NRO~~Standard (Royalty) Territory to your existing development schedule. Lastly, you may also qualify for the ~~NRO~~Standard (Royalty) incentive program if (a) you sign a Franchise Agreement on or before March 31, ~~2026~~2027, to re-open and operate a previously closed Baskin-Robbins Restaurant in the ~~NRO~~Standard (Royalty) Territory, (b) as of the date the Franchise Agreement is signed, the Restaurant that you wish to re-open was permanently closed for at least 30 calendar days, and (c) you are not signing the Franchise Agreement in connection with a transfer. The “~~NRO~~Standard (Royalty) Territory” means all areas of the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

~~Under the NRO Standard (Royalty) incentive program for the development of a single Baskin-Robbins Restaurant, you will pay the full IFF when you sign the Franchise Agreement. Additionally, for the development of multiple Baskin-Robbins Restaurants, you will pay the full development fee upon signing the Store Development Agreement and when you sign each Franchise Agreement, we will apply the 25% of the IFF towards the IFF due under the Franchise Agreement, and you must pay us the remaining IFF when you commence operations of the Restaurant. Under the NRO, if you (and~~

your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Franchise Agreement (and, if applicable, the ~~Store~~ Development Agreement), you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new ~~Restaurants~~Restaurant you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing ~~Store~~ Development Agreement, (a) you will only be required to spend \$3,000 ~~towards~~toward the Marketing Start-Up Fee per Restaurant and we will contribute \$3,000 ~~towards~~toward the Marketing Start-Up Fee per Restaurant, and (b) you ~~will pay~~may be eligible for a CFF credit, a reduced CFF and a reduced CAF ~~as described~~contribution, which we describe in Item 6.

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

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

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

~~Under the Deeper NRO incentive programs for the development of multiple Baskin-Robbins Restaurants, you will pay the full development fee upon signing the Store Development Agreement and when you sign each Franchise Agreement, we will apply the 25% of the IFF towards the IFF due under the Franchise Agreement, and you must pay us the remaining IFF when you commence operations of the Restaurant. Under the Deeper NRO, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Restaurant, you open the Restaurant in compliance with the Store Development Agreement and the applicable Franchise Agreement, you submit development costs to us in the form we require within 120 days of opening the Restaurant, and you build the Restaurant in the design, to the specifications, and at the location we approve, then for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and~~

~~commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement (a) the initial franchise fee due under the Franchise Agreement will be \$12,500, (b) you will only be required to spend \$3,000 towards the Marketing Start-Up Fee per Restaurant and we will contribute \$3,000 towards the Marketing Start-Up Fee per Restaurant, and (c) and you will pay a reduced CFF and CAF as described in Item 6.~~

~~Alternative Deeper New Restaurant Opening~~Standard (Margin) Incentive. You may qualify to participate in the ~~“Alternative Deeper New Restaurant Opening” or “ADNRO”~~Standard (Margin) Incentive” or “Standard (Margin)” incentive program ~~if you sign a Franchise Agreement on or before March 31, 2027, to develop and operate 1 Restaurant in the Standard (Margin) Territory (defined below).~~ You may also qualify to participate in the Standard (Margin) incentive program if you sign a new ~~Store~~-Development Agreement on or before March 31, ~~2026~~2027 to develop ~~4~~one or more new Restaurants in the ~~ADNRO~~Standard (Margin) Territory. You may also qualify to participate in the ~~ADNRO~~Standard (Margin) incentive program if you sign the Incentive Amendment to an existing Development Agreement on or before March 31, ~~2026~~2027 to amend your existing ~~Store~~ Development Agreement to add ~~4~~one or more new Restaurants in the ~~ADNRO~~Standard (Margin) Territory to your existing development schedule. The ~~“ADNRO~~Standard (Margin) Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington and the Central States Territory.

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

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

~~and ADNRO~~ Standard (Royalty) and Standard (Margin) incentive programs do not apply to Combo Restaurants.

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

Multi-Brand Locations

~~If we and an Other Franchisor grant you the right to open and operate a Baskin-Robbins Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all initial fees due under each applicable Other Franchisor’s franchise agreement, in addition to the initial fees described in this Item 5. If you operate a Baskin-Robbins Restaurant at a Multi-Brand Location, you may qualify for 1 or more incentives described in Item 5 and Item 6. Additionally, you must pay us any training fees and additional expenses that we incur in connection with any additional or specialized training required for the Restaurant’s personnel due to its status as Multi-Brand Location. We currently do not charge or expect to charge a fee or incur any additional expenses for any additional or specialized training we may provide for Multi-Brand Locations during 2025.~~

General Notes

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

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ITEM 6:
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Continuing Franchise Fee ("CFF")	Except as stated below, 5.9% of Gross Sales (Note 1) 0.5% of Gross Sales for Restaurants located in Hawaii and the Central States Territory 1.0% of Gross Sales for Restaurants located in Alaska, Idaho, Montana, Oregon or Washington	On or before Thursday of each week, for the seven-day sales reporting period ending at the close of business on Saturday, twelve days previous	(Note 2)
Continuing Advertising Fee ("CAF")	5.0% of Gross Sales, <u>except that CAF is 3.5% of Gross Sales for Restaurants in Alaska and Hawaii and CAF is 2.5% of Gross Sales for Restaurants in the Central States Territory</u> 2.5% of Gross Sales for SDOs	Weekly with the CFF	(Note 3)
Continuing Training Fee	Currently, \$300 <u>per Restaurant</u>	Annually	For your The Center subscription
Additional Training Fee	Currently, ~~\$2,950~~ <u>\$3,000</u> per person, <u>and our costs for failed inspections</u>	Upon registration	If you or your employees must take or re-take the initial training program. <u>You must also pay us our costs if your Restaurant receives a failing score during inspection.</u>
Training Cancellation Fee	~~\$500~~ <u>\$750-\$1,500</u> per person	Upon demand	Only payable if you cancel <u>a scheduled training</u> ~~less than 2 weeks~~ . <u>The cancellation fee is \$750 if cancelled 8-14 days before the scheduled class training, and \$1,500 if cancelled 7 days or fewer before the scheduled training.</u>
<u>Site design fee and kitchen layout design fee</u>	<u>Currently, \$1,200 for a PSL and \$750 for a PKL, but may increase if our affiliates' costs increase</u>	<u>Upon request</u>	<u>Payable if you choose to have our affiliate develop a PSL or PKL in connection with remodeling or refurbishing the Restaurant. Our affiliates only offer PSL services to Restaurants that have or will have a drive-thru.</u>

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Inspire Payment Services	Varies	Varies	Our affiliate may collect amounts from franchisees and pay various vendors through Inspire Payment Services. You may be required to pay a service fee to us or a third party for the billing and administrative services they or we provide. We describe this in Item 11.
Taxes	Varies	Upon demand	You must reimburse us for any tax or other fee due to our receipt of fees or other amounts that you pay.
Late Fee and Interest	Currently, 1.5% per month or highest rate permitted by law, whichever is less	Upon demand	
Collection Costs	Varies	Upon demand	You must pay all collection costs that we incur to collect fees that are due.
Relocation Fee	Varies	Upon request to relocate	(Note 4)
Insurance	Cost of obtaining insurance	As incurred	If you fail to obtain insurance, we may obtain coverage at your expense.
Indemnification	Varies	Upon demand	You must reimburse up for claims and liabilities relating to your Restaurant or Premises or any debt or obligation of yours.
Transfer Fee (for a majority interest)	Baskin-Robbins Restaurant: \$7,500 Combo Restaurant: \$20,000	Upon transfer	(Note 5)
Fixed Documentation Fee	Currently, \$2,000 per transferee	Upon transfer	(Note 6)
~~S~~ ~~D~~ ~~A~~ ~~D~~ A Transfer Fee (majority interest)	\$10,000	Upon transfer	
Enforcement Expenses	Varies	Upon demand	You must pay us all costs and expenses we incur in successfully enforcing any provisions of the Franchise Agreement and ~~Store~~ Development Agreement.
~~Immigration Status Review Costs~~	~~Our out-of-pocket costs to hire attorneys or others~~	~~Upon demand~~	~~You must pay us all costs and expenses we incur if outside advice is required to determine your immigration status.~~

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Reimbursement of costs incurred to test samples from additional supplier(s)	Varies, typically between \$1,000 to \$10,000	Upon request	You must pay us all costs and expenses we incur to test samples from suppliers you request to that is not yet approved by us.
Lease Costs	Varies	Payable as described in the lease.	(Note 7)

Notes:

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

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

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

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

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

~~New Restaurant Opening and NRO Territory Relocation~~Standard (Royalty) Incentive. If you qualify for the ~~NRO~~Standard (Royalty) incentive program, then we will provide you with a CFF credit of \$12,500 and we will reduce the CFF as follows:

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

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

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

We describe the conditions to qualify for the ~~NRO and Deeper NRO~~Standard (Royalty) Incentive ~~programs~~program in Item 5.

Standard (Margin) Incentive. If you qualify for the Standard (Margin) incentive program, then we will provide you with a CFF credit of \$12,500. We describe the conditions to qualify for the Standard (Margin) Incentive program in Item 5.

Standard (Royalty) Relocation Incentive. You may qualify to participate in the “Standard (Royalty) Relocation” incentive program if you sign a Franchise Agreement on or before March 31, 2027 to relocate your existing Restaurant within the Standard (Royalty) Territory. Under the Standard (Royalty) Relocation incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the relocated Restaurant, you open the relocated Restaurant in compliance with the Franchise Agreement, you submit development costs to us in the form we require within 120 days of opening the relocated Restaurant, and you build the relocated Restaurant in the design, to the specifications, and at the location we approve, then, (a) you will pay the reduced CFF described in the table above for the Standard (Royalty) Incentive (but you are not eligible for the CFF credit under the Standard (Royalty) Incentive), and (b) you may receive the capital contributions described in Item 7.

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

date identified in the Franchise Agreement, up to ~~12~~6 months, then the applicable CFF rate will apply.

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

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

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

~~New Restaurant Opening~~Standard (Royalty) Incentive. If you qualify for the ~~NRO~~Standard (Royalty) incentive program, then we will reduce the CAF as follows:

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

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

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

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

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

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

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

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

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

We describe the conditions to qualify for the ~~NRO, Deeper NRO and ADNRO~~Standard (Royalty) and Standard (Margin) incentive programs in Item 5.

- (4) ~~Note 4-~~Relocation Fee. If you are signing a Franchise Agreement to relocate the premises of your Restaurant, you must sign our then-current form of Franchise Agreement and pay us a relocation fee at the time you sign the Franchise Agreement. The relocation fee will be the IFF less an amount corresponding to the amount of term under the original franchise agreement. For example, if the franchise agreement for the original premises has 3 years left on the term, then you would sign a franchise agreement for the relocated Premises with a 20 year term and the IFF would be reduced such that you would only pay for 17 years.
- (5) ~~Note 5-~~Franchise Transfer Fee. The term “transfer,” whether or not capitalized, includes any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition and includes the following events, whether they impact you (or your Owners) directly or indirectly: (a) transfer of record or beneficial ownership of any direct or indirect ownership interest in you or the right to receive all or a portion of your profits or losses or any capital appreciation relating to you or the Restaurant (whether directly or indirectly); (b) a merger, consolidation or exchange of ownership interests, or issuance of additional ownership interests or securities representing or potentially representing ownership interests, or a redemption of ownership interests; (c) any sale or exchange of voting interests or securities convertible to voting interests, or any management agreement or other arrangement granting the right to exercise or control the exercise of the voting rights of any Owner or to control your or the Restaurant’s operations or affairs; (d) transfer in a divorce, insolvency or entity dissolution

proceeding, or otherwise by operation of law, or by will, declaration of or transfer in trust, or under the laws of intestate succession; or (e) foreclosure upon or attachment or seizure of the Restaurant, any of its Operating Assets, or any direct or indirect ownership interest in you; or (f) transfer, surrender or loss of the possession, control or management of all or any material portion of the Restaurant (or its operation) or you.

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

Under the Baskin-Robbins Franchise Agreement, at transfer you must pay us a transfer [fee](#) equal to \$7,500.

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

Combo Restaurant:

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

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

- [\(6\)](#) ~~Note 6-~~ **Fixed Documentation Fee.** In lieu of the Transfer Fee described in Note 6 above, we will only charge the then-current Fixed Documentation Fee for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse or children of any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.
- [\(7\)](#) ~~Note 7-~~ **Lease Costs.** If you lease the Premises from an affiliate of ours, then you will pay our affiliates a monthly the fixed rent set forth in your lease. You may also pay us percentage rent regardless of whether the prime lease requires percentage rent. The amount of percentage rent varies and will be set forth in your lease. Our affiliates typically use a net-net-net lease, which

means you must pay all related costs of occupancy such as real estate taxes, insurance, maintenance and repair costs, utilities, common area maintenance charges, and other costs.

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

ITEM 7:
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$25,000	Lump Sum	Upon signing Franchise Agreement	Us
Real Estate Development (Note 1)	\$123,000 to ~~\$267,000~~ <u>269,400</u>	As agreed	As incurred	Us or Third Parties
Equipment, Fixtures and Signs (Note 2)	\$115,000 to \$185,000	As agreed	As incurred	Third Parties
Restaurant Technology System (Note 3)	\$15,000 to \$29,500	As agreed	As incurred	Third Parties
Licenses, Permits, Fees and Deposits (Note 4)	\$7,000 to \$20,000	As incurred	As incurred	Third Parties
Opening Inventory (Note 5)	\$5,000 to \$8,000	As incurred	As incurred	Us or Third Parties
Miscellaneous Opening Costs (Note 6)	\$9,500 to \$28,000	As incurred	As incurred	Third Parties
Uniforms	\$400 to \$800	As incurred	As incurred	Third Parties
Insurance (Note 7)	\$3,500 to ~~\$8,300~~ <u>10,000</u>	As incurred	As incurred	Third Parties
Travel and Living Expenses While Training (Note 8)	\$1,000 to \$15,000	As incurred	As incurred	Third Parties
Marketing Start-Up Fee	\$3,000 to \$6,000	As incurred	As incurred	Us or Third Parties
Additional Funds for First 3 Months of Operation (Note 9)	\$0 to \$30,000	As incurred	As incurred	Us or Third Parties
TOTAL (Notes 10 – 13)	\$307,400 to ~~\$622,600~~ <u>626,700</u>			

Notes:

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

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

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

The low end of the range above is the estimated cost for you to negotiate a build-to-suit lease in which the landlord incurs most development costs, and you make a lease deposit. The high end of the range above assumes the most typical deal for the upper range for this brand,

leasehold improvements within a ~~landlord's~~ landlord's building. If you elect to buy land, it can cost an additional \$100,000 to \$1,200,000 (and more). If you elect to build a freestanding building on leased land, it can cost from \$200,000 to \$300,000 more. These estimates are based on our experience and information provided by construction managers and franchisees.

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

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

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

- (3) ~~3.-Restaurant Technology System:-~~ The price ranges reflect minimum to maximum for equipment configurations and solution costs, site preparation and installation for 1 to 2 POS systems. You may need additional POS systems depending on the size and configuration of your Restaurant. The cost for drive-thru equipment is not included in the above. If your Restaurant has a drive-thru, you can expect to purchase additional equipment. Please note that in addition to the cost of the POS equipment, you will be required to pay monthly and yearly maintenance and user fees.

- (4) ~~4.-Licenses, Permits, Fees and Deposits:-~~ The ranges do not include ~~government imposed~~ government-imposed impact fees. We estimate such fees, when imposed, can be \$87,000 or more in some markets. Some local governments may also require a performance bond, which is not included in the above range. You must research all municipal/regulatory fees, deposits, licenses fees and permits fees, as these fees vary widely between different municipalities.

- (5) ~~5.-Opening Inventory:-~~ Before opening a Restaurant, you must purchase an initial inventory consisting of products from suppliers approved by us. The assortment and number of these items will be based upon the size and configuration of your Restaurant. The estimated cost for the opening inventory of these products varies for different locations, seasons, and the storage capacity of the Restaurant. Your initial inventory of merchandise and supplies needed for the operation of the Restaurant will include ice cream, cakes and other products for resale, containers and other paper, plastic or similar goods, other food products (cones, fruits, toppings, syrups, etc.), maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.

- (6) ~~6. Miscellaneous Opening Costs:~~ These costs include pre-opening franchisee employee training payroll, utility deposits (e.g., gas, water, electricity, telephone), petty cash (including cash register “Opening Banks”), and other miscellaneous expenses, such as interior landscaping plants, sound system, office supplies, licenses, permits, and banking pre-opening costs. Some of these costs may not be applicable to Baskin-Robbins Restaurant operating from SDO locations and Gas & Convenience Restaurants.
- (7) ~~7. Insurance:~~ You must provide insurance coverage in accordance with our published standards (as amended from time to time), including but not limited to commercial general liability coverage with minimum limits in the amount of \$2,000,000 per occurrence, employment practices liability coverage with minimum limits in the amount of \$1,000,000 per occurrence, all risk property coverage including, but not limited to, flood and earthquake protection, plate glass coverage, and employers liability and workers’ compensation insurance, and maintain other insurance in accordance with our published standards (subject to change), and maintain other insurance in accordance with state law requirements. You also must name us ~~and~~ our owners and affiliates ([including Inspire Brands, Inc.](#)) as additional insureds under the required insurance policies. Some property owners may require higher levels of commercial general liability insurance or other insurance coverage under their leases. Initial premiums for commercial general liability insurance are subject to change due to market forces beyond either of our control. The cost of other coverages, including required workers’ compensation coverage and your discretionary purchases, varies widely. Your premium may be higher based upon your risk profile. You should discuss with your insurance carrier/agent whether or not these costs need to be paid in full before opening or whether they can be budgeted. Some insurance carriers will offer an installment option, requiring a 20% - 25% down payment, before opening. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations.
- (8) ~~8. Travel and Living Expenses while Training:~~ The Initial Training Fee for the first 2 to 4 people to attend the Baskin-Robbins Training Program are included in the IFF, as described in Item 11. However, you must pay any associated costs for the initial training for new restaurant team members, including but not limited to training materials, including the cost of the sanitation exam (if applicable to your area), uniforms, accommodations, wages, and travel expenses, if any, for you and your employees. You will need to have a computer and Wi-Fi as necessary to access training. If you attend the initial training program in a location other than one of our training facilities, then you may be charged certain additional costs such as travel and related expenses for the trainers, your portion of the costs for the meeting room and such other costs as may reasonably be incurred. The above estimated ranges of costs are for one person to attend the Baskin-Robbins initial training program for 4 weeks, including transportation, food, and lodging. There may also be additional training time needed to achieve required competency levels. The amount of time required is a function of the individual’s ability to personally demonstrate the competencies. This may increase your cost for travel, hotels, and meals for you and/or your designated representative. If you live close to the training facility or a Certified Training Shop, your costs may be on the lower end of the range. Any wages or salaries that you may pay your employees while they attend training are not included in these estimates. You must also maintain ~~worker's~~[worker's](#) compensation insurance coverage for your employees while they are in training. You must pay a ~~\$500~~ cancellation fee per individual per class if you cancel a scheduled class with less than 2 weeks’

notice, [as described in Item 5](#). All cancellation fees must be paid in full before a franchisee team member can register for any future classes.

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

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

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

~~NRO Territory Relocation~~ [Standard \(Margin\) Incentive](#). If you qualify for the ~~NRO Territory Relocation incentive program~~ [Standard \(Margin\) Incentive](#), then we will provide you with [the](#)

following: (a) a ~~\$15,000~~31,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does not have a drive-thru, or (b) a \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

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

~~Alternative New Restaurant and~~Standard (Margin) Relocation Capital Contribution Incentive. The “~~Alternative New Restaurant and~~Standard (Margin) Relocation Capital Contribution” or “~~ANRRCC~~SMRCC” incentive program is designed to provide assistance to franchisees who desire to ~~develop and operate new traditional, standalone Restaurants located in certain geographic areas~~relocate their Restaurant in the Standard (Margin) Territory. You may qualify to participate in the ~~ANRRCC~~SMRCC incentive program if you sign a Franchise Agreement on or before March 31, ~~2026~~2027 to develop a new Baskin-Robbins Restaurant within the ~~ANRRCC Market~~Standard (Margin) Territory. You may also qualify to participate in the ~~ANRRCC incentive program if you sign a new Store Development Agreement to develop 2 or more new Restaurants, each located within the ANRRCC Market. You may also qualify to participate in the ANRRCC incentive program if you sign the Incentive Amendment in connection with the amendment of your existing Store Development Agreement on or before March 31, 2026 to amend add 1 or more new Restaurants to your existing development schedule, each located within the ANRRCC Market. Lastly, you may qualify to participate in the ANRRCC~~SMRCC incentive program if you sign a Franchise Agreement on or before March 31, ~~2026~~2027 to relocate your existing Restaurant within the ~~ANRRCC Territory.~~ The “~~ANRRCC Market~~” currently includes Alaska, Idaho, Hawaii, Montana, Oregon, Washington, and the Central StatesStandard (Margin) Territory. Under the ~~ANRRCC~~Standard (Margin) Relocation incentive program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the relocated Restaurant, you open the relocated Restaurant in compliance with the Franchise Agreement ~~(and, if applicable, the Store Development Agreement),~~ you submit development costs to us in the form we require within 120 days of opening the relocated Restaurant, and you build the relocated Restaurant in the design, to the specifications, and at the location we approve, then ~~for each new Restaurants you agree to develop and operate plus any existing Restaurants under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentives Amendment to your existing Store Development Agreement, then~~ we will provide you with the following:

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

If you fail to satisfy any of the applicable conditions, then the SMRCC incentive will not apply.

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

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

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

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

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

ITEM 8:

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

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

available to you in our Manuals and in other forms of communication, which we may update from time to time.

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

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

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

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

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

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

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

Except as otherwise stated in this Item, there are currently no items for which we or any of our affiliates are approved or designated suppliers or the only approved or designated suppliers.

[Insurance](#)

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

We and any affiliate we designate ([including Inspire Brands, Inc.](#)) must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall

include a provision prohibiting cancellations or material changes without 30 days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage required under the Franchise Agreement. If such insurance coverage is not in effect, then in addition to our other remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us.

Interest in Approved Suppliers

~~Except as otherwise stated in this Item, there are currently no items for which we or any of our affiliates are approved or designated suppliers or the only approved or designated suppliers. Except for interests~~ Some of our officers may hold down interests in Inspire Brands and its subsidiaries, and Inspire Brands owns an interest in Checkmate.com, Inc. (one of our suppliers), so some of our officers have an indirect interest in Checkmate.com, Inc. Except as disclosed above, there are no approved or designated suppliers in which any of our officers or directors own an interest. We do not provide any material benefits to franchisees in return for their purchase of particular products or services or using designated suppliers.

Portion of Purchases Subject to Specifications

Collectively, the purchases and leases that you must make from us and our affiliates, from designated or approved suppliers, or under our standards and specifications represent more than 95% of your purchases and leases to establish and operate the Restaurant.

Payments from Franchisee Purchases and Leases

During the ~~2024~~2025 fiscal year, we derived revenue from the franchisee's payment of the initial and on-going fees for the franchisee's access to and ~~participate~~participation in The Center and from the franchisees' required purchases (\$~~13,164,375~~12,600,000, or ~~25.5~~25.0% of our total revenue of approximately \$~~51,716,501~~50,600,000). Additionally, during the ~~2024~~2025 fiscal year, our affiliates received a total of \$~~3,365,983~~3,100,000 from the sale or lease of products and services to the franchisees, including all payments from franchisees under their leases with our affiliates. This amount does not include the pass-through payments that our affiliate collects from franchisees and pays over to vendors, because our affiliate does not classify those payments as revenue for accounting purposes. Other than these amounts, neither we nor our affiliates derived any revenue during the ~~2024~~2025 fiscal year from selling or leasing products or services to franchisees.

We or our affiliates will receive a rebate ranging between 5% and 45% of your purchases of products from Dairy Farmers of America, which we describe earlier in this Item.

Cooperatives and Purchasing Arrangements

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

Material Benefits for Certain Purchases

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

Multi-Brand Locations

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

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

ITEM 9: **FRANCHISEE'S FRANCHISEE'S OBLIGATIONS**

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

	Obligation	Section In Agreement*	Disclosure Document Item
a.	Site selection and acquisition/lease	FA: 3.A and 3.B ~~SDADA~~ : 4	Items 1, 6, 7 & 11
b.	Pre-opening purchases/leases	FA: 3.C, 7.A, 7.F	Items 1, 6, 7 & 11
c.	Site development and other pre-opening requirements	FA: 3 MBA: 4(d) ~~SDADA~~ : 4	Items 1, 6, 7 & 11
d.	Initial and ongoing training	FA: 4 MBA: 5	Item 11
e.	Opening	FA: 3.C ~~SDADA~~ : 1	Item 11
f.	Fees	FA: 5 ~~SDADA~~ : 3	Items 5 , 6 & 11

	Obligation	Section In Agreement*	Disclosure Document Item
g.	Compliance with standards and policies/operating manual	FA: 1.C, 3, 7.A MBA: 4(e)-(g), 5 ~~SDADA~~ : 4.A	Item 11
h.	Trademarks and proprietary information	FA: 9	Items 13 & 14
i.	Restrictions on products/services offered	FA: 7.A	Item 16
j.	Warranty and customer service requirements	FA: 7.A, 7.G	Item 11
k.	Territorial development and sales quotas	~~SDADA~~ : 2.C ~~SDADA~~ : 1.A, 2.A	Items 1 & 12
l.	Ongoing product/service purchases	FA: 7.A, 7.F	Item 8
m.	Maintenance, appearance and remodeling requirements	FA: 8 MBA: 4(a), 7	Item 11
n.	Insurance	FA: 12.A	Items 6 & 8
o.	Advertising	FA: 6	Items 6 & 11
p.	Indemnification	FA: 12.B	Item 6
q.	~~Owner's~~ Owner's participation management/staffing	FA: 7.E	Items 11 & 15
r.	Records/reports	FA: 11 MBA: 4(g)	Item 6
s.	Inspections/audits	FA: 7.C MBA: 6	Items 6 & 11
t.	Transfer	FA: 13 MBA: 8(b) ~~SDADA~~ : 8	Item 17
u.	Renewal	FA: 2.B MBA: 3 ~~SDADA~~ : 6.B, 6.C	Item 17
v.	Post-termination obligations	FA: 10.C, 14.E MBA: 8(d) ~~SDADA~~ : 7.B	Item 17
w.	Non-competition covenants	FA: 10 ~~SDADA~~ : 9	Item 17
x.	Dispute resolution	FA: 15 ~~SDADA~~ : 9	Item 17
y.	General Release of Claims and Guaranty	FA: 2.B, 13.C, 13.D ~~SDADA~~ : 6.C, 8.C, 8.D	Item 17 and <u>Exhibit I</u>

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

ITEM 10: **FINANCING**

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

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

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

Pre-Opening ~~Assistance~~-Obligations

Before you open your Restaurant, we will:

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

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

Topic	Number of Pages
Menu Items	~~75~~ <u>192</u>
Digital, Mobile, Technology	~~97~~ <u>131</u>
Equipment	~~62~~ <u>45</u>
Food Safety	~~120~~ <u>134</u>
People	~~43~~ <u>29</u>
Operational Excellence	~~174~~ <u>99</u>
TOTAL	~~571~~ <u>630</u>

Ongoing ~~Assistance~~-Obligations

During the operation of your Restaurant, we will:

- (1) ~~1-~~Update the System, Standards, Manuals, and Proprietary Marks from time to time. (Franchise Agreement Section 1.C)
- (2) ~~2-~~Provide on-going training. (Franchise Agreement Section 4.A)

- [\(3\)](#) ~~3-~~ Maintain an advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. (Franchise Agreement Sections 4.C)
- [\(4\)](#) ~~4-~~ Consult with the franchisee advisory council (or its successor) from time to time. (Franchise Agreement Sections 4.D)
- [\(5\)](#) ~~5-~~ Advise you regarding the manner and timing of the marketing start-up of your Restaurant. (Franchise Agreement Section 5.B)
- [\(6\)](#) ~~6-~~ Maintain the Baskin-Robbins Advertising and Sales Promotion Fund. (Franchise Agreement Section 6.A)
- [\(7\)](#) ~~7-~~ Review advertising and marketing materials you prepare or cause to be prepared. (Franchise Agreement Section 6.B)
- [\(8\)](#) ~~8-~~ Specify the form and manner of records and reports you must submit to us. (Franchise Agreement Section 11.B)
- [\(9\)](#) ~~9-~~ Provide you notice of SDO opportunities in your ~~Store~~-Development Agreement. (~~Store~~ Development Agreement Section 2)

Site Selection and Lease

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

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

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

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

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

Construction and Opening the Restaurant

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

You will be solely responsible for conforming the Premises to local ordinances and building codes and obtaining any required permits.

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

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

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

Advertising and Marketing Obligations

Marketing Start-Up

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

Unless you qualify for an incentive, if your Restaurant will be a Baskin-Robbins Restaurant, a Gas & Convenience Restaurant, or if you add a Baskin-Robbins Restaurant to an existing Dukin' restaurant and you are not required to remodel the Restaurant, you must spend the Standard Marketing Start-Up Fee. If your Restaurant will be a Combo Restaurant, you must spend the Combo Marketing Start-Up

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

Baskin-Robbins Advertising and Sales Promotion Fund

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

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

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

During our ~~2024~~2025 fiscal year, the Fund spent ~~14.7~~17.7% on marketing materials production, ~~28.6~~27.2% on media placement, ~~10.1~~9.8% on point of purchase materials, ~~19.1~~17.9% on administrative costs, and ~~27.5~~27.4% on other costs and expenses, including digital and delivery promotions, public relations, local marketing programs, innovation tests, gift cards support, agency and professional fees, and other costs and expenses.

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

Baskin-Robbins Brand Advisory Council (BAC)

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

Local Marketing

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

Additional Marketing

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

Multi-Brand Locations

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

Technology and Computer Systems

Overview

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

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

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

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

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

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

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

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

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

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

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

- (5) ~~(E)~~ Store Network. All Restaurants are required to have dedicated, high-speed Internet access for use with the POS and other Restaurant Technology System components at the Restaurant. We require you to purchase business class high-speed internet with a minimum bandwidth of 35 Mbps (download) by 5 Mbps (upload) from a provider approved by us, or in accordance with specifications set by us. If the franchisee elects to utilize our approved aggregated internet service provider, the monthly cost for high-speed internet can range from \$67 to \$111. Additionally, we require that you install, use, and maintain in

continual operational condition a network firewall provided by a vendor approved by us. Monthly maintenance costs for required firewall and associated services range from ~~\$121~~136 to ~~\$224~~232, per Restaurant. If the franchisee elects to utilize our approved aggregated internet service provider, the total monthly store network cost can range from \$188 to ~~\$332~~320.

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

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

Each POS terminal accepting tender must be interconnected to the payment terminal device with appropriate software to encrypt and tokenize the payment transactions provided by our approved vendor. The costs for the payment terminal hardware and accessories range from ~~\$9655~~ to ~~\$400~~755 per unit. Installation costs per Restaurant range from ~~\$50~~120 to \$500. The costs hardware and software maintenance for payment terminals range from ~~\$120~~130 to \$400 per year. Variable costs depend on the number of payment terminals present.

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

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

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

reloads or purchases made using stored value cards in your Restaurant. These charges and fees may be adjusted as program and related costs change.

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

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

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

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

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

- (12) ~~(H)~~ PCI/PA-DSS Products and Services. We require you to purchase certain PCI/PA-DSS products and services through a vendor approved by us. The cost ranges between \$10 to ~~\$20~~25 per Restaurant per month. Franchisees are solely responsible for meeting all PCI requirements and responsibilities and are required to complete the “Self-Assessment Questionnaire” (SAQ) annually.

- (13) ~~(M)~~ Payment Services. You may be required, in connection with your purchase of hardware, software and services from our vendors or from us, to pay a service fee to us or a third party for billing and administrative services they or we provide. We have entered into agreements with certain vendors under which we may assist such vendors with the billing and collection

of fees from franchisees. In the course of carrying out our responsibilities under such agreements, we may derive income for our services based on a percentage of the invoiced amounts, ranging from 0% to 6%.

- (14) ~~(N)~~ Retail Transaction Receipt Marketing Solution. We may require you to participate in a monthly Retail Transaction Receipt Marketing Solution program, which will fund continuous support, maintenance and improvements to the marketing solutions company whose software products transform traditional retail transaction receipts into engaging receipts that feature coupons and special offers for guests. Fixed monthly fees could range from \$17 to \$20.
- (15) ~~(O)~~ POS and Back Office Technical Maintenance. We may require you to participate in a monthly maintenance program with our vendor with respect to your POS System and/or your BOH software, which will fund continuous improvements in the base software for the benefit of your Restaurant. Fixed monthly fees range from \$10 to \$25 per Restaurant.
- (16) ~~(P)~~ Security Patching. You are required to participate in a vendor approved Security Patching program. This program covers Operating System and other third-party software patching/updating typically done once a month. The approximate cost is \$5- to \$10 per endpoint (example endpoints: POS, KDS, Kiosk, etc.).
- (17) ~~(Q)~~ Miscellaneous. Computer systems are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, and attacks by hackers and other unauthorized intruders (“Computer Problems”). It is your responsibility to protect yourself from these Computer Problems, which include taking steps to secure your systems (including continually updating firewalls, password protection, updating operating system service packs or patches, and anti-virus systems), and to use data backup systems. Our vendors may offer protection services or systems from \$85 to \$600 per Restaurant per year based on services provided.

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

- (1) ~~(A)~~ Coin Changer. Franchisees are encouraged to install coin changers in their Restaurants. Approved coin changers can be only purchased through our approved POS vendor as standard optional equipment. Price ranges for purchase, configuration and installation are from \$950 to \$1,100 for one coin changer, depending upon the number of coin canisters installed. Annual maintenance prices range from \$90 to \$125 per Restaurant, per year. Prices vary depending on the number of coin changers and coin canisters installed.
- (2) ~~(B)~~ Video Surveillance. To enable franchisees to have both Restaurant and remote view of activities, inclusive of a POS overlay, we encourage you to purchase and install a video surveillance camera system that is integrated into the POS System. If integrated directly with the POS system, we require you to purchase this system from our approved vendor. Upfront installation and hardware costs range from \$300 to \$13,000 depending on the number of DVRs and cameras installed. We estimate that annual subscription or maintenance price ranges will be in the range of \$600 to \$5,200 per Restaurant, per year. Initial user setup fees

will likely range from \$25 to \$50. You may incur additional fees related to high levels of usage of cloud-based services, which range from \$99 to \$200 per user, per year.

Training

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

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

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

You are solely responsible for the costs related to the attendees' attendance of the initial training program, including uniforms, salaries, accommodations, and travel expenses. Attendees of the initial training program are required to execute our then-current form of participation agreement and comply with our then-current training policies. If you cancel a scheduled training, you must pay us our then-current cancellation fee. Our current cancellation fee is ~~\$500~~750 per person if you cancel ~~less than 2 weeks~~8-14 days before the scheduled class, and \$1,500 per person if you cancel 7 days or fewer before the scheduled class.

Baskin-Robbins ~~Brand~~Franchise Training Program:

The Baskin-Robbins ~~Brand~~Franchise Training program takes a total of ~~18~~13 days to complete and is a blended training with both virtual components and hands-on training in a Certified Training Shop located at a city and state that we designate. The Baskin-Robbins Brand Training program is offered between 8-10 times a year. This program consists of brand standards training, instructor demonstrations on how to produce, merchandise, serve and package products sold in a Restaurant, and practice.

Subject	Hours of Classroom Online Training*	Hours of Restaurant Operations On-the-Job Training	Nature of Instructional Materials Format	Location
~~Brand~~ eLearning Baskin-Robbins Franchise Training Program (FTP) Orientation*	~~10 hours~~ 1 hour	0 hours	Online Training N/A	Self-Directed Online Training Prerequisites on The Center Virtual Webinar
Baskin-Robbins FTP Pre-requisite eLearning	6-8 hours	N/A	eLearning courses	Online
~~Brand~~ Baskin-Robbins FTP Virtual Fundamentals Training**	~~12~~ 18-24 hours over 3 days	~~24~~ hours N/A	~~Manuals~~ In-person training, job aids, workbooks, handouts, and online training	~~Instructor-Led Training: Virtual and in-~~ Certified Training locations location or another Baskin-Robbins Restaurant that we designate
~~Dessert and Cake~~ Baskin-Robbins FTP In-Shop Fundamentals Training** Week	~~4~~ hours N/A	~~24~~ 35-45 hours over 5 days	~~Manuals~~ In-person training, job aids, workbooks, handouts, and online training	~~Instructor-Led Training: Virtual and in-~~ Certified Training locations location or another Baskin-Robbins Restaurant that we designate
~~Restaurant Operations Training~~ Baskin-Robbins FTP Shift Management Week	~~4~~ 1-2 hours	~~32~~ 35-45 hours over 5 days	~~Manuals~~ In-person training, job aids, workbooks, handouts, and online training eLearning courses	~~Instructor-Led Training in~~ Certified Training locations location or another Baskin-Robbins Restaurant that we designate
Point of Sale (POS) Training	1-2 hours	N/A	eLearning courses, job aids	Online
TOTAL	~~42~~ 27-37 hours	~~80~~ 70-90 hours		

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

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

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

As of ~~December 31, 2024~~our 2025 fiscal year end, the Baskin-Robbins ~~Brand~~Franchise Training program is supported by members of the ~~field-training~~QSR Training Team, specifically the New Restaurant Opening team. This team is led by ~~Jenna Hall~~Jessica Ness, our Director – ~~Field Training & Operating Services~~New Restaurant Opening and consists of 1 senior manager ~~of field training~~ and ~~48~~ training managers. Trainers have been previously employed as restaurant operations managers, trainers, ~~chefs~~, or in the quick service restaurant industry. The average tenure of these team members with us and our predecessors is 10 years.

Subject	Instructors Experience	Length Of Experience In The Field Related To The Subject	Length Of Time With The Franchisor
Brand Training Fundamentals	~~5-15~~ <u>5-25</u> years	~~10-25~~ <u>2-15</u> years	~~2-13~~ <u>2-16</u> years
Brand Training ~~Business Management~~ <u>Restaurant Operations</u>	~~5-15~~ <u>5-25</u> years	5-25 years	~~2-13~~ <u>2-16</u> years
~~Brand Training Restaurant Operations~~	~~5-15~~ years	~~10-25~~ years	~~2-13~~ years

Who Must Attend:

Type of Restaurant/ Franchisee	Who Must Attend	Cost to attend for Required Participants	Who May Attend	Cost to attend for additional Participants
New Baskin-Robbins Restaurant	Franchisee Candidate	Included in IFF	One additional person	Included in IFF
			Additional person(s)	~~\$2,950~~ <u>\$3,000</u> per additional person
Existing Baskin-Robbins Restaurant	Franchisee Candidate	~~\$2,950~~ <u>\$3,000</u> *	Any additional person	~~\$2,950~~ <u>\$3,000</u> per person
Existing SDO Restaurant	Franchisee Candidate	~~\$2,000~~ <u>\$3,000</u> *	Any additional person	~~\$2,000~~ <u>\$3,000</u> per person
Substantial Franchisee * (If one or more of the owners is the person with operational responsibilities, then one of the owners with operational responsibilities must complete the standard training requirements)	Franchisee Candidate or designated representative and person (e.g., a VP or Director of Operations)	Included in IFF up to 5 persons	Any additional person (above 5)	~~\$2,950~~ <u>\$3,000</u> per person

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

requirements. We reserve the right to modify or eliminate this substantial franchisee training program.

The Center

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

Additional Training

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

Multi-Brand Location Training

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

ITEM 12: **TERRITORY**

The Franchise Agreement

You will operate the Restaurant at a specific location that we first must accept. If you have not located the Premises as of the Franchise Agreement’s effective date, you must secure, by lease or purchase,

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

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

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

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

Store-Development Agreement

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

Development Area. You will sign the first Franchise Agreement once we have approved the site for your first Restaurant.

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

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

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

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

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

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

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

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

Affiliated Franchised Brands

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

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ITEM 13:
TRADEMARKS

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

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

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

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

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

otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

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

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

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

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

ITEM 14:
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

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

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

Confidential Information

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

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

operate the Restaurant, and using confidentiality agreements we specify with those having access to Confidential Information.

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

Innovations

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

ITEM 15:

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

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

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

Under the Franchise Agreement, you must develop and operate the Baskin-Robbins Restaurant in compliance with the terms of the Franchise Agreement, including our Standards and Manuals. If you are a corporation, limited liability company, or other entity, then you agree that each Owner must sign

our then-current form of guaranty to be personally bound by all provisions of the Franchise Agreement and any ancillary agreements between us and you.

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

ITEM 16:
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

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

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

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

ITEM 17:
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

	Provision	Section in the Agreement	Summary
a.	Length of the franchise term	FA: Contract Data Schedule C, §2.B MBA: §3 ~~SDADA~~ : §6.A	20 years Based on number of Restaurants to be developed.
b.	Renewal or extension of the term	FA: §2.B MBA: §3 NTA: §2 ~~SDADA~~ : §§6.B, ~~6.C~~	10 years You must satisfy the renewal conditions set forth in, and be in compliance with, the Franchise Agreement and, if we require, renew or extend the term of the Other Franchise Agreement(s) If you sign a Franchise Agreement to develop the Restaurant at an SDO location, you will have no renewal rights. Mid-term extension available if you have satisfied your development obligations and meet our other requirements. Renewal of term available if you satisfy our renewal requirements.
c.	Requirements for franchisee to renew or extend	FA: §2.B ~~SDADA~~ : § ~~26~~ . ~~CB~~	Written notice to renew; maintained standards and during the term; you so not receive more than 3 notices of default in prior 10 year period from issuing notice to renew; you do not receive notice of default after issuing notice to renew; no uncured defaults at time of renewal; paid all amounts due and owing; obtain lease for the Premises or substitute premises that we accept and you develop the Restaurant at the substitute premises according to our then-current standards; termination and mutual general release; sign the then-current form of Franchise Agreement; and pay renewal fee. Subject to applicable state law. Written notice to renew; satisfied the Development Schedule; compliance with ~~SDADA~~ and all franchise agreements signed in connection with the ~~SDADA~~ ; satisfy our then-current criteria to expand; we determine the ~~Store~~ -Development Area has potential for additional restaurants; we agree to a new development schedule; general release; sign the then-current form of ~~Store~~ -Development Agreement. Subject to applicable state law.

	Provision	Section in the Agreement	Summary
d.	Termination by Franchisee	None	No right to terminate.
e.	Termination by franchisor without cause	None	No right to terminate without cause.
f.	Termination by franchisor with cause	FA: §14.A ~~SDADA~~ : §7 MBA: §8(c)	We can terminate the Franchise Agreement and ~~Store~~ Development Agreement only if you default ~~or~~ <u>for</u> fail to comply with your obligations. The Franchise Agreement and ~~Store~~ Development Agreement contain cross-default provisions. Terminate immediately upon receipt of a default notice that cannot be cured.
g.	“Cause” defined – curable defaults	FA: §14.A ~~SDADA~~ : § ~~7A~~ <u>7.A</u>	Curable defaults include: 24 hours to correct violation or law or Standard relating to health, sanitation or safety; 24 hours to resume operations after ceasing operations without our consent; 7 days to cure default for failure to pay; 30 days to cure failure to comply with any other provision of the Franchise Agreement, Standard or other agreement between you and us; your guarantor(s) bankruptcy unless you provide substitute guarantor. Curable default includes: 7 days to cure default for failure to pay.
h.	“Cause” defined – non-curable defaults	FA: §14.A MBA: §8(c) ~~SDADA~~ : §7A	Non-curable defaults include loss of Premises or terminate of the lease; unauthorized transfer; unauthorized use of Confidential Information or restrictive covenants; convicted or plead guilty or no contest to felony or crime of moral turpitude; fraud; intentional underreporting Gross Sales; unauthorized use of Premises; another contract between you and us is terminated; we deliver 3 or more notices of same or similar defaults within 12 months; your bankruptcy. Breach that cannot be corrected, such as: expiration or termination of any Other Franchise Agreement; abandonment of the Other Restaurant(s). Non-curable defaults include failure to satisfy Development Schedule obligations; bankruptcy; fraud; convicted or plead guilty or no contest to felony or crime of moral turpitude; unauthorized transfer; another contract between you and us is terminated.
i.	Franchisee’s obligations on termination/ non-renewal	FA: §14.E	Obligations include: cease using benefits of the System, operating the Restaurant, holding yourself out as our franchisee, and using Proprietary Marks or similar marks, trade secrets, Confidential Information, and Manuals; pay all amounts owed; return Manuals

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

	Provision	Section in the Agreement	Summary
		MBA: §8(b) ~~SDA~~<u>DA</u>: §§~~7~~<u>8</u>.C, ~~7~~<u>8</u>.D	transferee or you agree to be bound by all terms of the Franchise Agreement for the remainder of the term or execute the then-current form of franchise agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guarantee. We may condition our approval of certain transfers on the simultaneous transfer of other rights, obligations, assets and/or other interests associated with the Other Restaurant(s). Control Transfer approval requirements: (i) each transferee meets our then-current criteria and executes a guaranty; (ii) you have satisfied all outstanding obligations to us; (iii) sale price may not be excessive; (iv) execute general release; (v) transferee ~~or you agree~~<u>agrees</u> to be bound by all terms of the ~~Franchise~~<u>Franchise Development</u> Agreement for the remainder of the term or execute the then-current form of ~~franchisedevelopment~~<u>franchise development</u> agreement. Non-Control Transfer approval requirements: each transferee is of good character, meets our standards for non-controlling owners, and executes a guarantee.
n.	Franchisor's right of first refusal to acquire franchisee's business	FA: §13.G ~~SDA~~<u>DA</u>: §~~7~~<u>8</u>.G	If you wish to sell any interest in the franchise, you must give us 60-days' notice to elect to purchase such interest on the same terms and conditions. If the terms later change, we must receive notice of the changes and will have a new 60-day option to make the election on the modified terms.
o.	Franchisor's option to purchase franchisee's business	FA: §14.F MBA: §8(d)	Within 30 days from expiration or termination of the Franchise Agreement, we may purchase the Operating Assets and other assets (not including personal assets) used in the Restaurant at then-current fair market value <i>less</i> any indebtedness. If our right to acquire the assets of the Restaurant conflicts with the Other Franchise Agreement, you must comply with the requirements we reasonably specify.
p.	Death or disability of franchisee	FA: §13.F ~~SDA~~<u>DA</u>: §~~7~~<u>8</u>.F	Within 12 months after death of you or your Owners, the legal representative must propose a transfer, and transfer must be completed no later than 18 months from the death and is subject to our consent.
q.	Non-competition covenants during the term of the franchise	FA: §10.B ~~SDA~~<u>DA</u>: §~~9~~<u>5</u>.C	Neither you nor your Owners, officers, directors or guarantors may (i) have any interest in any other business which derives more than 20% of its revenue from a combination of ice cream and/or other frozen treat(s) ("Competitive Business"), (ii) divert customers away from any Baskin-Robbins Restaurant; (iii)

	Provision	Section in the Agreement	Summary
			oppose government approval for the development of another Baskin-Robbins Restaurant; or (iv) perform any act injurious or prejudicial to the goodwill of any Baskin-Robbins Restaurant or Proprietary Marks.
r.	Non-competition covenants after the franchise is terminated or expires	FA: §10.C ~~SDA~~ : §9	For 24 months after expiration, termination or transfer, neither you nor your Owners, officers, directors or guarantors may have any interest in a Competitive Business at the Premises, within 5 miles from the Premises, or any other Baskin-Robbins Restaurant. The DA does not contain a post-term non-competition covenant.
s.	Modification of agreement	FA: §§1.C and 16.E ~~SDA~~ DA : § ~~9~~ 10.B	Generally, no modifications except in writing and signed by the parties. However, we have the right to modify the System, Manuals, Standards, and Proprietary Marks.
t.	Integration/ merger clause	FA: §16.D ~~SDA~~ DA : § ~~9~~ 10.D	The Franchise Agreement and/or the ~~Store~~ Development Agreement, as applicable, constitute the entire agreement between us and you (subject to state law). Any other statements or promises not in the Franchise Agreement, ~~Store~~ Development Agreement, or this Disclosure Document should not be relied upon and may not be enforceable.
u.	Dispute resolution by arbitration or mediation	None	Not applicable.
v.	Choice of forum	FA: §15.B ~~SDA~~ DA : §9	Federal, state, or local courts within Atlanta, Georgia (subject to state law).
w.	Choice of law	FA: § ~~16~~ 15 .A ~~SDA~~ DA : §9	Georgia law applies to all claims (subject to state law).

* In the above chart, all references to “FA” includes both the Franchise Agreement and Combo Franchise Agreement, and all references to “~~SDA~~[DA](#)” includes both the ~~Store~~ Development Agreement and Combo ~~Store~~ Development Agreement. References to “NTA” mean the Non-Traditional Rider attached to this disclosure document as [Exhibit C-3](#).

ITEM 18: **PUBLIC FIGURES**

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

ITEM 19: **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial

performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

These financial performance representations provide actual, historical “AUVs,” or ~~average~~ “Annual Unit Volumes,” for specific groups of franchised Baskin-Robbins Restaurants. “Unit Volume” has the same meaning as Gross Sales, which we define in the note below. This Item 19 includes financial information for our ~~2024~~2025 fiscal year (which we will call simply “2024” in this Item 19), which is the period from ~~January 1~~December 30, 2024 until December ~~29~~28, ~~2024~~2025. Indeed, federal and state franchise laws permit us to include in Item 19 either (a) a historical financial performance representation about the franchise system’s existing outlets or a subset of those outlets, or (b) a forecast of the prospective franchisee’s future financial performance. The information in this Item 19 reflects ~~2024~~2025 historical data for the ~~AUV~~AUVs of certain franchised Baskin-Robbins Restaurants, and is not a forecast of future financial performance or a projection.

There were ~~976~~967 franchised Baskin-Robbins Restaurants operating in the United States at the end of ~~2024~~. ~~Of these, 874 operated at traditional locations, and 102~~2025 (excluding Combo Restaurants), of which 96 operated at non-traditional locations/SDOs. We excluded from these financial performance representations: (a) all ~~33~~32 of the franchised ~~restaurants~~Baskin-Robbins Restaurants that first opened for business during ~~2024~~2025 and did not operate for the full year; (b) all ~~98~~112 of the franchised ~~restaurants~~Baskin-Robbins Restaurants that were closed and reported no sales for extended periods during ~~2024~~2025, often for more than a month, either as part of remodeling or rebuilding ~~the~~ restaurant, due to a hurricane weather-related casualty or fire/water damage, or because of a relocation or planned transfer; and (c) all 9 of the 2-franchised Baskin-Robbins Restaurants that operated at Multi-Brand Locations ~~(1 of which commenced operations during 2024 and is therefore also reflected in exclusion (a))~~. The financial performance representations in this Item 19 provide AUVs during ~~2024~~2025 for the remaining ~~844~~814 franchised Baskin-Robbins Restaurants (called the “2024 Franchised Restaurants”), ~~or an identified portion of those 2024 Franchised Restaurants. Of the 2024 Franchised Restaurants, 93~~80 of which operated at non-traditional locations/SDOs.

We also excluded from these financial performance representations (a) the ~~35~~41 franchised Baskin-Robbins Restaurants that closed in ~~2024~~2025, ~~all~~one of which ~~were~~was open for ~~at least~~less than 12 months before ~~they~~it closed, and (b) all ~~1,269~~1,219 franchised Combo Restaurants (which includes ~~32~~ Baskin-Robbins Express Restaurants). Neither we nor our affiliates operated any Baskin-Robbins Restaurants as of the end of ~~2024~~2025.

The ~~2024~~2025 Franchised Restaurants that operated at traditional locations were located in various types of structures, such as free-standing buildings and shopping centers/store fronts. The ~~2024~~2025 Franchised Restaurants that operated at traditional locations typically range in size from 1,100 to 1,300 square feet. The majority of the ~~2024~~2025 Franchised Restaurants that operated at non-traditional locations/SDOs were located in gas and convenience stores, and some were also located in airports, travel plazas, casinos, malls, hotels, and entertainment and sports complexes. The ~~2024~~2025 Franchised Restaurants at non-traditional locations/SDOs typically range in size from 400 to 700 square feet. The ~~2024~~2025 Franchised Restaurants are located across the country and in a variety of urban, suburban, and rural locations and in varied markets with wide-ranging levels of competition. ~~97~~103 of the ~~2024~~2025 Franchised Restaurants operated with drive-thru windows, and

the remaining ~~747~~711 did not have drive-thru windows. The ~~2024~~2025 Franchised Restaurants have operated for an average of ~~28.6~~ 27.6 years.

The ~~first~~ financial performance representation below reflects the AUVs for the ~~2024~~2025 Franchised Restaurants, both overall and as grouped into quartiles (categories of 25%) based on their AUVs.

**Average Annual Unit ~~Volume~~
Volumes for ~~2024~~2025 Franchised Restaurants**

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

**Statistics for
2024 Franchised Restaurants**

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

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

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

Region/ Division	AUV# of Restaurants	#Highest AUV	Median AUV	HighestLo west AUV	LowestAve rage AUV	# / % Above Average
Northeast/Mid- Atlantic1 st Quartile	~~10~~ <u>\$377,280</u> 204	~~2~~ <u>\$2,317,8</u> 92	~~3~~ <u>\$345,910</u> 75,806	~~6~~ <u>\$666,719</u> 1,320	~~1~~ <u>\$177,220</u> 2,696	~~4~~ <u>82</u> / 40%
Northeast/New England	-	0	-	-	-	-
Midwest/East North Central2 nd Quartile	~~26~~ <u>\$472,659</u> 204	~~6~~ <u>\$641,17</u> 0	~~4~~ <u>\$449,054</u> 63,128	~~8~~ <u>\$850,024</u> 3,312	~~2~~ <u>\$223,073</u> 6,966	~~10~~ <u>98</u> / 38.548%
Midwest/West North Central3 rd Quartile	~~27~~ <u>\$424,704</u> 204	~~7~~ <u>\$502,63</u> 8	~~4~~ <u>\$463,819</u> 40,648	~~1~~ <u>\$1,045,569</u> 380,283	~~3~~ <u>\$38,825</u> 440,463	~~16~~ <u>103</u> / 59.351%
South/East South Central4 th Quartile	~~90~~ <u>\$406,348</u> 202	~~9~~ <u>\$379,78</u> 8	~~4~~ <u>\$405,588</u> 06,644	~~1~~ <u>\$1,031,811</u> 15,859	~~1~~ <u>\$11,670</u> 263,978	~~45~~ <u>133</u> / 5065.8%
South/South AtlanticAll Restaurants	~~35~~ <u>\$517,910</u> 814	~~3~~ <u>\$2,317,8</u> 92	~~5~~ <u>\$521,252</u> 03,430	~~1~~ <u>\$1,025,628</u> 15,859	~~2~~ <u>\$287,431</u> 6,669	~~18~~ <u>366</u> / 51.445%

South/West	\$416,279	130	\$420,050	\$989,163	\$26,765	66 / 50.8%
South Central						
West/Mountain	\$539,040	98	\$524,027	\$1,033,244	\$21,989	45 / 45.9%
West/Pacific	\$608,444	428	\$570,960	\$2,317,098	\$222,554	173 / 40.4%

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

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

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

Notes:

- (1) “AUV” or “Annual Unit Volume” for a ~~2024~~ 2025 Franchised ~~Restaurant~~ Restaurants is the same as annual Gross Sales, which means all revenue related to the sale of approved products and provision of services (including direct delivery, catering and/or delivery services through third parties) through the operation of the franchised Restaurant, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of the System; taxes collected from guests on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale.
- (2) We calculate the average AUVs in this Item 19 by adding the ~~Unit Volumes~~ AUVs for each ~~restaurant~~ Baskin-Robbins Restaurant in the applicable group and dividing the sum by the number of ~~restaurants~~ Baskin-Robbins Restaurants in the applicable group. We obtain the ~~Unit Volumes~~ AUVs for franchised Baskin-Robbins Restaurants from sales reports that franchisees submit to us and from data that we collected from franchisees’ POS systems. We have not independently audited that information. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations. A Baskin-Robbins Restaurant’s sales may vary depending on a number of factors, such as the restaurant’s location and physical condition, other characteristics of the site (such as access and signage), seasonality, competition and demographics in the market, pricing decisions, the level and types of marketing the restaurant undertakes, the quality of management and service, commitment to training staff, a franchisee’s business acumen, and the length of time the ~~restaurant~~ Baskin-Robbins Restaurant has been open. The ~~2024~~ 2025 Baskin-Robbins Restaurants offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new franchisees will experience.

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

- ~~The Northeast Region is comprised of the Mid-Atlantic and New England Divisions:~~
 - ~~Mid-Atlantic Division: New Jersey, New York, Pennsylvania~~
 - ~~New England Division: Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont~~
- ~~The Midwest Region is comprised of the East North Central and Midwest/North Central Divisions:~~
 - ~~East North Central Division: Indiana, Illinois, Michigan, Ohio, Wisconsin~~
 - ~~Midwest North Central Division: Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota~~
- ~~The South Region is comprised of the East South Central, South Atlantic and West South Central Divisions:~~
 - ~~East South Central Division: Alabama, Kentucky, Mississippi, Tennessee~~
 - ~~South Atlantic Division: Delaware, District of Columbia, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, West Virginia~~
 - ~~West South Central: Arkansas, Louisiana, Oklahoma, Texas~~
- ~~The West Region is comprised of the Mountain and Pacific Divisions:~~
 - ~~Mountain Division: Arizona, Colorado, Idaho, New Mexico, Montana, Utah, Nevada, Wyoming~~
 - ~~Pacific Division: Alaska, California, Hawaii, Oregon, Washington~~

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

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

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) ~~514-6928~~[514-4100](tel:514-4100), the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20:
OUTLETS AND FRANCHISEE INFORMATION

BASKIN-ROBBINS RESTAURANTS

Table 1: Systemwide Baskin-Robbins Outlet Summary for Years ~~2022~~ 2023 to ~~2024~~ 2025				
Outlet Type	Year	Outlets at Start of Year	Outlets at End of the Year	Net Change
~~Franchised~~	~~2022~~	~~1,042~~	~~1,001~~	~~-41~~
<u>Franchised</u>	2023	1,001	978	-23
	2024	978	976	-2
~~Company-Owned~~	~~2022~~ 202	~~0~~ 976	~~0~~ 967	~~0~~ -9
<u>Company-Owned</u>	2023	0	0	0
	2024	0	0	0
~~Total Outlets (Note 1)~~	~~2022~~ 202	~~1,042~~ 0	~~1,001~~ 0	~~-41~~ 0
<u>Total Outlets (Note 1)</u>	2023	1,001	978	-23
	2024	978	976	-2
	2025	976	967	-9

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for ~~the~~ Years ~~2022~~ 2023 to ~~2024~~ 2025		
State	Year	Number of Transfers
~~Arizona~~	~~2022~~	~~1~~
<u>Arizona</u>	2023	2
	2024	1
~~Arkansas~~	~~2022~~ 2025	~~0~~ 2
<u>Arkansas</u>	2023	6
	2024	0
~~California~~	~~2022~~ 2025	~~31~~ 1
<u>California</u>	2023	19
	2024	25
~~Colorado~~	~~2022~~ 2025	~~0~~ 24
<u>Colorado</u>	2023	4
	2024	3
~~Florida~~	~~2022~~ 2025	~~1~~ 3
<u>Florida</u>	2023	0
	2024	0
~~Illinois~~	~~2022~~ 2025	~~1~~
<u>Georgia</u>	2023	~~1~~ 0
	~~2024~~ 2023	0
~~Indiana~~	~~2022~~ 2025	~~0~~ 2

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years ~~2022~~2023 to ~~2024~~2025		
State	Year	Number of Transfers
Illinois	2023	1
	2024	0
~~Kansas~~	~~2022~~ 2025	0
Indiana	2023	1
	2024	0
~~Kentucky~~	~~2022~~ 2025	~~0~~ 2
Kansas	2023	1
	2024	0
~~Louisiana~~	~~2022~~ 2025	~~3~~ 0
Kentucky	2023	1
	2024	0
~~Maryland~~	~~2022~~ 2025	~~3~~ 1
Louisiana	2023	~~0~~ 1
	2024	0
~~Michigan~~	~~2022~~ 2025	~~1~~ 0
Michigan	2023	2
	2024	0
~~Mississippi~~	~~2022~~ 2025	~~0~~ 1
Mississippi	2023	7
	2024	1
~~Missouri~~	~~2022~~ 2025	~~2~~ 0
Missouri	2023	1
	2024	0
~~Montana~~	~~2022~~ 2025	0
Montana	2023	3
	2024	0
~~Nevada~~	~~2022~~ 2025	0
Nevada	2023	2
	2024	0
~~New Mexico~~	~~2022~~ 2025	~~0~~ 1
New Mexico	2023	1
	2024	1
~~New York~~	~~2022~~ 2025	~~0~~ 3
New York	2023	0
	2024	1
~~Oregon~~	~~2022~~ 2025	0
Oklahoma	2023	~~2~~ 0
	2024	0
~~South Carolina~~	~~2022~~ 2025	1
Oregon	2023	~~1~~ 2
	2024	~~3~~ 0
~~Tennessee~~	~~2022~~ 2025	~~3~~ 0

Table 2: Transfers of Baskin-Robbins Outlets from Franchisees to New Owners (Other Than the Franchisor) for the Years ~~2022~~ 2023 to ~~2024~~ 2025		
State	Year	Number of Transfers
<u>South Carolina</u>	2023	~~3~~ 1
	2024	~~1~~ 3
~~Texas~~	~~2022~~ 2025	~~8~~ 0
<u>Tennessee</u>	2023	~~5~~ 3
	2024	~~3~~ 1
~~Utah~~	~~2022~~ 2025	~~0~~ 1
<u>Texas</u>	2023	~~1~~ 5
	2024	~~0~~ 3
~~Virginia~~	~~2022~~ 2025	~~0~~ 5
<u>Utah</u>	2023	~~2~~ 1
	2024	0
~~Washington~~	~~2022~~ 2025	~~8~~ 0
<u>Virginia</u>	2023	~~3~~ 2
	2024	0
~~Wisconsin~~	~~2022~~ 2025	0
<u>Washington</u>	2023	3
	2024	0
Total	~~2022~~ 2025	~~63~~ 2
<u>Wisconsin</u>	2023	~~7~~ 2
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
Total	<u>2023</u>	<u>72</u>
	<u>2024</u>	<u>39</u>
	<u>2025</u>	<u>50</u>

Table 3: Status of Baskin-Robbins Franchised Outlets for the Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets Opened	~~Terminations~~ <u>Terminations</u>	Non-Renewals	~~Re-acquired By~~ <u>Reacquired by</u> Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~Alabama~~	~~2022~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
<u>Alabama</u>	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Alaska~~	~~2022~~ 2025	~~2~~ 3	~~0~~ 2	0	0	0	~~0~~ 1	~~2~~ 4
<u>Alaska</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Arizona~~	~~2022~~ 2025	~~25~~ 2	0	0	0	0	0	~~25~~ 2
<u>Arizona</u>	2023	25	1	0	0	0	1	25
	2024	25	3	0	0	0	0	28
~~Arkansas~~	~~2022~~ 2025	~~39~~ 28	~~1~~ 3	~~1~~ 0	0	0	~~3~~ 2	~~36~~ 29
<u>Arkansas</u>	2023	36	0	0	1	0	3	32
	2024	32	0	0	5	0	3	24
~~California~~	~~2022~~ 2025	~~40~~ 624	~~3~~ 1	~~1~~ 0	0	0	~~1~~ 04	~~39~~ 821

Table 3: Status of Baskin-Robbins Franchised Outlets for the Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets Opened	~~Termina- tions~~ <u>Termina- tions</u>	Non- Renewals	~~Re-acquired By~~ <u>Reacquired by</u> Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
<u>California</u>	2023	398	3	3	1	0	5	392
	2024	392	9	1	1	0	4	395
~~Colorado~~	~~2022~~ 2025	~~23~~ 395	~~16~~	~~0~~ 1	0	0	~~0~~ 5	~~24~~ 395
<u>Colorado</u>	2023	24	1	0	0	0	0	25
	2024	25	0	0	0	0	0	25
~~Florida~~	~~2022~~ 2025	~~6~~ 25	~~10~~	~~0~~ 11	0	0	0	~~7~~ 14
<u>Florida</u>	2023	7	0	0	0	0	1	6
	2024	6	0	0	0	0	1	5
~~Georgia~~	~~2022~~ 2025	~~4~~ 5	~~0~~ 2	0	0	0	0	~~4~~ 7
<u>Georgia</u>	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
~~Hawaii~~	~~2022~~ 2025	~~16~~ 4	~~20~~	0	~~10~~	0	0	~~17~~ 4
<u>Hawaii</u>	2023	17	0	0	0	0	0	17
	2024	17	2	0	0	0	0	19
~~Idaho~~	~~2022~~ 2025	~~7~~ 19	~~12~~	0	0	0	~~20~~	~~6~~ 21
<u>Idaho</u>	2023	6	0	0	0	0	1	5
	2024	5	1	0	0	0	0	6
~~Illinois~~	~~2022~~ 2025	~~8~~ 6	~~0~~ 2	0	0	0	0	8
<u>Illinois</u>	2023	8	0	0	0	0	0	8
	2024	8	0	0	1	0	0	7
~~Indiana~~	~~2022~~ 2025	~~6~~ 7	0	0	0	0	~~0~~ 1	6
<u>Indiana</u>	2023	6	0	2	0	0	0	4
	2024	4	0	0	0	0	0	4
~~Iowa~~	~~2022~~ 2025	~~1~~ 4	0	0	0	0	0	~~1~~ 4
<u>Iowa</u>	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Kansas~~	~~2022~~ 2025	~~15~~ 2	0	0	0	0	~~10~~	~~14~~ 2
<u>Kansas</u>	2023	14	0	0	0	0	2	12
	2024	12	1	0	0	0	0	13
~~Kentucky~~	~~2022~~ 2025	~~17~~ 13	~~0~~ 1	0	0	0	~~10~~	~~16~~ 14
<u>Kentucky</u>	2023	16	1	0	0	0	1	16
	2024	16	0	0	0	0	1	15
~~Louisiana~~	~~2022~~ 2025	~~23~~ 15	0	0	0	0	~~10~~	~~22~~ 15
<u>Louisiana</u>	2023	22	2	1	0	0	0	23
	2024	23	1	0	0	0	0	24
~~Maryland~~	~~2022~~ 2025	~~9~~ 24	~~0~~ 1	0	0	0	1	~~8~~ 24
<u>Maryland</u>	2023	8	2	0	0	0	0	10
	2024	10	0	0	0	0	0	10
~~Michigan~~	~~2022~~ 2025	~~11~~ 10	0	0	~~10~~	0	~~10~~	~~9~~ 10
<u>Michigan</u>	2023	9	1	0	0	0	0	10
	2024	10	1	0	2	0	0	9
~~Minnesota*~~	~~2022~~ 2025	~~0~~ 9	0	0	0	0	~~0~~ 1	~~0~~ 8

Table 3: Status of Baskin-Robbins Franchised Outlets for ~~the~~ Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets Opened	~~Termina- tions~~ <u>Termina- tions</u>	Non- Renewals	~~Re-acquired By~~ <u>Reacquired by</u> Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
<u>Minnesota*</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
~~Mississippi~~	~~2022~~ 2025	~~47~~ <u>1</u>	~~6~~ <u>1</u>	0	0	0	~~5~~ <u>0</u>	~~48~~ <u>2</u>
<u>Mississippi</u>	2023	48	0	3	0	0	3	42
	2024	42	2	1	1	0	4	38
~~Missouri~~	~~2022~~ 2025	~~20~~ <u>38</u>	~~4~~ <u>0</u>	~~4~~ <u>0</u>	~~0~~ <u>1</u>	0	2	~~48~~ <u>35</u>
<u>Missouri</u>	2023	18	0	1	0	0	0	~~16~~ ² <u>16</u>
	2024	16	1	0	0	0	1	16
~~Montana~~	~~2022~~ 2025	~~5~~ <u>16</u>	0	0	0	0	~~0~~ <u>1</u>	~~5~~ <u>15</u>
<u>Montana</u>	2023	5	0	0	0	0	0	5
	2024	5	0	1	0	0	0	4
~~Nebraska~~	~~2022~~ 2025	~~3~~ <u>4</u>	0	0	0	0	~~4~~ <u>0</u>	~~2~~ <u>4</u>
<u>Nebraska</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	1	1
~~Nevada~~	~~2022~~ 2025	~~23~~ <u>1</u>	0	0	0	0	0	~~23~~ <u>1</u>
<u>Nevada</u>	2023	23	0	0	0	0	1	22
	2024	22	0	0	0	0	0	22
~~New Jersey*~~	~~2022~~ 2025	~~0~~ <u>22</u>	0	0	0	0	~~0~~ <u>2</u>	~~0~~ <u>20</u>
<u>New Jersey*</u>	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~New Mexico~~	~~2022~~ 2025	~~17~~ <u>1</u>	0	0	0	0	0	~~17~~ <u>1</u>
<u>New Mexico</u>	2023	17	0	0	0	0	0	17
	2024	17	0	0	0	0	0	17
~~New York~~	~~2022~~ 2025	~~9~~ <u>17</u>	~~4~~ <u>0</u>	0	0	0	~~4~~ <u>0</u>	~~9~~ <u>17</u>
<u>New York</u>	2023	9	0	0	0	0	1	8
	2024	8	1	0	0	0	0	9
~~North Carolina~~	~~2022~~ 2025	~~3~~ <u>9</u>	0	0	0	0	~~0~~ <u>1</u>	~~3~~ <u>8</u>
<u>North Carolina</u>	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Ohio~~	~~2022~~ 2025	3	0	0	0	0	~~4~~ <u>0</u>	~~2~~ <u>3</u>
<u>Ohio</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Oklahoma~~	~~2022~~ 2025	~~5~~ <u>2</u>	1	~~4~~ <u>0</u>	0	0	~~4~~ <u>0</u>	~~4~~ <u>3</u>
<u>Oklahoma</u>	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
~~Oregon~~	~~2022~~ 2025	~~25~~ <u>5</u>	0	0	0	0	~~0~~ <u>2</u>	~~25~~ <u>3</u>
<u>Oregon</u>	2023	25	0	0	0	0	0	25
	2024	25	0	0	0	0	2	23
~~Pennsylvania~~	~~2022~~ 2025	~~4~~ <u>23</u>	0	0	0	0	0	~~4~~ <u>23</u>
<u>Pennsylvania</u>	2023	4	0	0	0	0	2	2
	2024	2	0	0	0	0	0	2

Table 3: Status of Baskin-Robbins Franchised Outlets for the Years ~~2022~~ 2023 to 2024 ~~2025~~								
State	Year	Outlets at Start of Year	Outlets Opened	~~Terminations~~ <u>Terminations</u>	Non-Renewals	~~Re-acquired By~~ <u>Reacquired by</u> Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~South Carolina~~	~~2022~~ 2025	~~6~~ 2	0	0	0	0	~~1~~ 0	~~5~~ 2
<u>South Carolina</u>	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
~~Tennessee~~	~~2022~~ 2025	~~7~~ 26	~~0~~ 1	0	0	0	~~1~~ 90	~~5~~ 37
<u>Tennessee</u>	2023	53	1	0	0	0	4	50
	2024	50	2	0	1	0	1	50
~~Texas~~	~~2022~~ 2025	~~9~~ 750	~~1~~ 2	0	0	0	~~2~~ 1	~~9~~ 651
<u>Texas</u>	2023	96	3	0	0	0	3	96
	2024	96	4	0	0	0	1	99
~~Utah~~	~~2022~~ 2025	~~1~~ 399	~~1~~ 5	0	0	0	~~0~~ 3	~~1~~ 4101
<u>Utah</u>	2023	14	0	0	0	0	0	14
	2024	14	2	0	0	0	0	16
~~Virginia~~	~~2022~~ 2025	~~1~~ 316	0	0	0	0	0	~~1~~ 316
<u>Virginia</u>	2023	13	0	0	0	0	0	13
	2024	13	0	0	0	0	0	13
~~Washington~~	~~2022~~ 2025	~~4~~ 913	~~1~~ 0	0	0	0	~~3~~ 0	~~4~~ 713
<u>Washington</u>	2023	47	0	0	0	0	2	45
	2024	45	2	0	0	0	2	45
~~West Virginia~~	~~2022~~ 2025	~~2~~ 45	~~0~~ 2	0	0	0	~~0~~ 1	~~2~~ 46
<u>West Virginia</u>	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Wisconsin~~	~~2022~~ 2025	~~5~~ 2	0	0	0	0	0	~~5~~ 2
<u>Wisconsin</u>	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
~~Wyoming~~	~~2022~~ 2025	~~1~~ 5	0	0	0	0	0	~~1~~ 5
<u>Wyoming</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
Total	~~2022~~ 2025	~~1,0~~ 421	~~2~~ 10	~~4~~ 0	~~2~~ 0	0	~~5~~ 60	~~1,0~~ 011
Total	2023	1,001	21	10	2	0	32	978
	2024	978	33	3	11	0	21	976
	2025	976	32	12	1	0	28	967

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

Table 4: Status of Baskin-Robbins Company-Owned Outlets for Years ~~2022~~ 2023 to ~~2024~~ 2025							
State	Year	Outlets - at Start - of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Total	~~2022~~ 2023	0	0	0	0	0	0
	~~2023~~ 2024	0	0	0	0	0	0
	~~2024~~ 2025	0	0	0	0	0	0

Table 5: Projected Baskin-Robbins Openings as of December ~~29~~ 28, ~~2024~~ 2025			
State	Franchise Agreements Signed But Outlet Not ~~Open~~ Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	~~0~~ 2	1	0
~~Arkansas~~ Arizona	~~0~~ 1	1	0
~~Arizona~~ California	~~1~~ 5	~~2~~ 5	0
~~California~~ Colorado	1	~~8~~ 0	0
~~Florida~~ DC	~~0~~ 1	~~1~~ 2	0
~~Hawaii~~ Florida	~~1~~ 3	~~1~~ 3	0
Georgia	0	2	0
~~Idaho~~ Hawaii	~~0~~ 1	~~2~~ 1	0
Illinois	0	~~2~~ 1	0
~~Kansas~~ Indiana	~~0~~ 1	1	0
~~Louisiana~~ Kentucky	0	~~1~~ 2	0
~~Maryland~~ Louisiana	~~1~~ 2	2	0
~~Michigan~~ Maryland	~~0~~ 1	1	0
~~Minnesota~~ Michigan	~~0~~ 2	~~1~~ 2	0
~~Mississippi~~ Minnesota	0	~~1~~ 4	0
~~Missouri~~	~~1~~	~~1~~	~~0~~
North Carolina	0	~~1~~ 4	0
~~New York~~ Nevada	~~0~~ 1	1	0
New York	3	3	0
South Carolina	~~1~~ 0	1	0
Tennessee	~~1~~ 0	1	0
Texas	~~3~~ 10	~~4~~ 7	0
~~Washington~~ Virginia	~~1~~ 0	3	0
~~TOTALS~~ Washington	~~11~~ 2	~~37~~ 2	0
Wisconsin	0	2	0
Wyoming	1	0	0
~~TOTAL~~	~~37~~	~~52~~	~~0~~

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

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

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

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

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

~~During the last 3 fiscal years, we have signed confidentiality agreements with some current and former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. See Exhibit I for a List of Current Baskin-Robbins Franchisees and Area Developers and Exhibit J for a List of Former Baskin-Robbins franchisees.~~

Notes to the Tables Above Regarding Multi-Brand Locations:

- (1) The tables above include (a) standalone Baskin-Robbins Restaurants and (b) Multi-Brand Locations that include both a Baskin-Robbins Restaurant and an Other Restaurant. The opening of a Baskin-Robbins Restaurant at a Multi-Brand Location at the same location as, or in combination with, an Other Restaurant (whether that Other Restaurant is also new or is already operating) is reflected in the tables above as a new restaurant opening. Multi-Brand Locations are further defined in Item 1.

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

PC #	Restaurant Location	Franchisee Name	City	State	Phone	Email Address
365325	AZ	Curtis Swift	Peoria	AZ	Unknown	eswift529@gmail.com
364341	CA	Paresh Patel	Redding	CA	415-578-8662	paresh0420@yahoo.com
365599	HI	Ken Sato	Hauula	HI	808-230-7216	soma@311ee.co.jp
364979	MD	Boris Lander Luis	Silver Spring	MD	240-463-1404	boris@luisgroup.net
365073	MO	Shannon Barker	Saint Louis	MO	314-843-6438	LUV618@yahoo.com
365239	SC	Parimal Patel	Florence	SC	910-580-9738	shreeji7249@gmail.com
365641	TN	Tyler Buck	Cookeville	TN	931-261-4776	tbuck0901@gmail.com
357639	TX	Shahbaz Raza	Winnie	TX	409-330-7800	stuckeys.tx@gmail.com
363002	TX	Aminmohamed Makhani	Hillsboro	TX	210-875-5250	amakhani1991@gmail.com
363086	TX	Rishad Rajabali	San Antonio	TX	847-722-2632	rishad.rajabali@rajabaligroup.com
365652	WA	Linda Waite	Olympia	WA	360-529-7319	Lindawaite@live.com

The ~~Baskin-Robbins Franchise Agreements for the~~ following Baskin-Robbins Restaurants ~~have been terminated without the Baskin-Robbins Restaurants ever opening~~ operate at Multi-Brand Locations with Jimmy John's restaurants, denoted with a *:

None:

- [Georgia: 1 opening in 1997](#)
 - [Minnesota: 1 opening in 2025; 1 opening in 2024](#)
 - [New Jersey: 1 opening in 2025](#)
 - [New York: 1 opening in 2004](#)
 - [Ohio: 1 opening in 2025](#)
 - [New York: 1 opening in 2025; 1 opening in 2024](#)
 - [Washington: 1 opening in 2025](#)
- (2) [No Multi-Brand Locations were terminated, closed, not-renewed, reacquired, or otherwise ceased operations in the last 3 fiscal years.](#)
- (3) [As described in Item 1, we also grant franchises for Combo Restaurants that operate under the System and the Dunkin' system. Combo Restaurants are not included in the tables above. Rather, Combo Restaurants are identified in the tables below.](#)

DUNKIN' AND BASKIN-ROBBINS COMBO RESTAURANTS

Table 1: Systemwide Combo Outlet Summary for Years ~~2022~~ 2023 to ~~2024~~ 2025				
Outlet Type	Year	Outlets at Start of Year	Outlets at End of the Year (Note 2)	Net Change
~~Franchised~~	~~2022~~	~~1,234~~	~~1,252~~	~~+18~~
Franchised	2023	1,252	1,283	+31
	2024	1,283	1,269	-14
~~Company-Owned~~	~~2022~~ 2025	~~0~~ 1,269	~~0~~ 1,219	~~0~~ -50
Company-Owned	2023	0	0	0
	2024	0	0	0
~~Total Outlets (Note 1)~~	~~2022~~ 2025	~~1,234~~ 0	~~1,252~~ 0	~~+18~~ 0
Total Outlets (Note 1)	2023	1,252	1,283	+31
	2024	1,283	1,269	-14
	2025	1,269	1,219	-50

Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years ~~2022~~ 2023 to ~~2024~~ 2025		
State	Year	Number of Transfers
~~Alabama~~	~~2022~~	~~0~~
Alabama	2023	0
	2024	1
~~Arizona~~	~~2022~~	~~2~~
	~~2023~~ 2025	0

Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years ~~2022~~ 2023 to ~~2024~~ 2025		
State	Year	Number of Transfers
	~~2024~~	~~0~~
~~California~~	~~2022~~	~~0~~
California	2023	0
	2024	9
~~Colorado~~	~~2022~~ 2025	~~1~~ 10
Colorado	2023	1
	2024	0
~~Connecticut~~	~~2022~~ 2025	~~1~~ 0
Connecticut	2023	1
	2024	0
~~Florida~~	~~2022~~ 2025	~~3~~ 0
Florida	2023	4
	2024	0
~~Georgia~~	~~2022~~ 2025	~~0~~ 2
Georgia	2023	7
	2024	1
~~Illinois~~	~~2022~~ 2025	~~6~~ 0
Illinois	2023	1
	2024	8
~~Kansas~~	~~2022~~ 2025	~~0~~ 2
Kansas	2023	1
	2024	0
~~Kentucky~~	~~2022~~	~~2~~
	~~2023~~ 2025	~~0~~
	~~2024~~	~~0~~
~~Louisiana~~	~~2022~~	~~0~~
Louisiana	2023	1
	2024	0
~~Michigan~~	~~2022~~ 2025	~~3~~ 0
Michigan	2023	0
	2024	0
~~Minnesota~~	~~2022~~ 2025	~~1~~
Nebraska	2023	0
	~~2024~~	~~0~~
~~Nebraska~~	~~2022~~	~~1~~
	~~2023~~	~~0~~
	2024	0
~~New Mexico~~	~~2022~~ 2025	~~2~~ 33

Table 2: Transfers of Combo Outlets From Franchisees to New Owners (Other Than the Franchisor) for Years ~~2022~~ 2023 to ~~2024~~ 2025		
State	Year	Number of Transfers
<u>New Jersey</u>	2023	0
	2024	0
~~New York~~	~~2022~~ 2025	~~0~~ 5
<u>New York</u>	2023	1
	2024	4
~~North Carolina~~	~~2022~~ 2025	~~4~~ 1
<u>North Carolina</u>	2023	3
	2024	0
~~Pennsylvania~~	~~2022~~ 2025	0
<u>Ohio</u>	2023	~~2~~ 0
	2024	0
~~South Dakota~~	~~2022~~ 2025	~~4~~ 1
<u>Oklahoma</u>	2023	0
	2024	0
~~Texas~~	~~2022~~ 2025	~~8~~ 1
<u>Pennsylvania</u>	<u>2023</u>	<u>2</u>
	<u>2024</u>	<u>0</u>
	<u>2025</u>	<u>0</u>
<u>Texas</u>	2023	4
	2024	7
~~Virginia~~	~~2022~~ 2025	~~1~~ 9
<u>Virginia</u>	2023	3
	2024	0
Total	~~2022~~ 2025	~~39~~ 0
Total	2023	29
	2024	30
	<u>2025</u>	<u>65</u>

Table 3: Status of Combo Franchised Outlets for Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	~~2022~~ 2023	~~5~~ 7	~~2~~ 0	0	0	0	0	7
	~~2023~~ 2024	7	0	0	0	0	0	7
	~~2024~~ 2025	7	0	0	0	0	0	7
~~Arizona~~	~~2022~~	~~12~~	~~1~~	~~0~~	~~0~~	~~0~~	~~2~~	~~11~~
<u>Arizona</u>	2023	11	2	0	0	0	0	13
	2024	13	1	0	0	0	0	14
~~Arkansas~~	~~2022~~ 2025	~~2~~ 14	~~0~~ 1	0	0	0	0	~~2~~ 15

Table 3: Status of Combo Franchised Outlets for Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets opened	Termina -tions	Non- Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Arkansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~California~~	~~2022~~ 2025	~~12~~ 2	0	0	0	0	0	~~12~~ 2
California	2023	12	0	0	0	0	0	12
	2024	12	1	0	0	0	0	13
~~Colorado~~	~~2022~~ 2025	~~7~~ 13	0	0	0	0	0	~~7~~ 13
Colorado	2023	7	0	1	0	0	0	6
	2024	6	0	0	0	0	2	4
~~Connecticut~~	~~2022~~ 2025	~~7~~ 4	0	0	0	0	0	~~7~~ 4
Connecticut	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
~~Delaware~~	~~2022~~ 2025	~~4~~ 7	0	0	0	0	0	~~4~~ 7
Delaware	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
~~District of Columbia~~	~~2022~~ 2025	4	0	0	0	0	0	4
District of Columbia	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
~~Florida~~	~~2022~~ 2025	~~115~~ 4	~~3~~ 0	0	~~0~~ 1	0	1	~~117~~ 2
Florida	2023	117	2	0	0	0	2	117
	2024	117	2	0	1	0	10	108
~~Georgia~~	~~2022~~ 2025	~~59~~ 108	~~1~~ 0	0	0	0	~~0~~ 4	~~60~~ 104
Georgia	2023	60	3	0	0	0	1	62
	2024	62	1	0	0	0	4	59
~~Illinois~~	~~2022~~ 2025	~~241~~ 59	~~4~~ 1	0	0	0	~~6~~ 4	~~239~~ 56
Illinois	2023	239	7	0	1	0	0	245
	2024	245	2	2	0	0	2	243
~~Indiana~~	~~2022~~ 2025	~~21~~ 243	1	0	0	0	0	~~22~~ 244
Indiana	2023	22	1	0	0	0	0	23
	2024	23	1	0	0	0	0	24
~~Iowa~~	~~2022~~ 2025	~~0~~ 24	0	0	0	0	~~0~~ 1	~~0~~ 23
Iowa	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
~~Kansas~~	~~2022~~ 2025	~~0~~ 2	~~2~~ 0	0	0	0	0	2
Kansas	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~Kentucky~~	~~2022~~ 2025	~~5~~ 2	0	0	0	0	0	~~5~~ 2
Kentucky	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	1	4
~~Louisiana~~	~~2022~~ 2025	4	~~1~~ 0	0	0	0	0	~~5~~ 4

Table 3:
Status of Combo Franchised Outlets for Years ~~2022~~2023 to ~~2024~~2025

State	Year	Outlets at Start of Year	Outlets opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Louisiana	2023	5	0	0	0	0	0	5
	2024	5	2	0	0	0	0	7
~~Maryland~~	~~2022~~ 2025	~~77~~ 7	~~20~~	0	0	0	~~40~~	~~75~~ 7
Maryland	2023	75	0	0	0	0	1	74
	2024	74	1	0	0	0	1	74
~~Massachusetts~~	~~2022~~ 2025	~~37~~ 4	~~0~~ 1	0	0	0	0	~~37~~ 5
Massachusetts	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Michigan~~	~~2022~~ 2025	~~37~~ 3	0	0	0	0	0	~~37~~ 3
Michigan	2023	37	1	0	0	0	0	38
	2024	38	1	0	0	0	2	37
~~Minnesota~~	~~2022~~ 2025	~~73~~ 7	1	0	0	0	0	~~83~~ 8
Minnesota	2023	8	0	0	0	0	0	8
	2024	8	2	0	0	0	0	10
~~Mississippi~~	~~2022~~ 2025	~~0~~ 10	1	0	0	0	0	~~1~~ 11
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Missouri~~	~~2022~~ 2025	~~10~~ 1	~~20~~	0	0	0	0	~~12~~ 1
Missouri	2023	12	1	0	0	0	0	13
	2024	13	0	0	2	0	0	11
~~Nebraska~~	~~2022~~ 2025	~~1~~ 11	0	0	0	0	0	~~1~~ 11
Nebraska	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
~~New Jersey~~	~~2022~~ 2025	~~73~~ 2	0	0	0	0	~~10~~	~~72~~ 2
New Jersey	2023	72	0	1	0	0	2	69
	2024	69	0	0	0	0	2	67
~~New Mexico~~	~~2022~~ 2025	~~76~~ 7	~~10~~	0	~~0~~ 2	0	~~08~~	~~85~~ 7
New Mexico	2023	8	0	0	0	0	0	8
	2024	8	1	0	0	0	0	9
~~New York~~	~~2022~~ 2025	~~293~~ 9	~~40~~	0	0	0	~~60~~	~~291~~ 9
New York	2023	291	1	1	1	0	3	287
	2024	287	0	0	0	0	9	278
~~North Carolina~~	~~2022~~ 2025	~~422~~ 78	~~20~~	0	~~0~~ 4	0	~~024~~	~~442~~ 50
North Carolina	2023	44	2	0	0	0	3	43
	2024	43	1	0	0	0	1	43
~~Ohio~~	~~2022~~ 2025	~~234~~ 3	~~21~~	0	0	0	~~02~~	~~254~~ 2
Ohio	2023	25	3	0	0	0	0	28
	2024	28	0	0	0	0	1	27
~~Oklahoma~~	~~2022~~ 2025	~~42~~ 7	0	0	0	0	~~01~~	~~42~~ 6

Table 3: Status of Combo Franchised Outlets for Years ~~2022~~ 2023 to ~~2024~~ 2025								
State	Year	Outlets at Start of Year	Outlets opened	Termina -tions	Non- Renewals	Reacquired By Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
<u>Oklahoma</u>	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
~~Pennsylvania~~	~~2022~~ 2025	~~20~~ 5	0	0	0	0	1	~~19~~ 4
<u>Pennsylvania</u>	2023	19	6	0	0	0	1	24
	2024	24	1	0	0	0	1	24
~~South Carolina~~	~~2022~~ 2025	~~11~~ 24	0	0	~~0~~ 1	0	~~0~~ 3	~~11~~ 20
<u>South Carolina</u>	2023	11	0	0	0	0	0	11
	2024	11	1	0	0	0	1	11
~~Tennessee~~	~~2022~~ 2025	~~8~~ 11	~~0~~ 1	0	0	0	0	~~8~~ 12
<u>Tennessee</u>	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
~~Texas~~	~~2022~~ 2025	~~66~~ 8	~~6~~ 0	0	0	0	1	~~71~~ 7
<u>Texas</u>	2023	71	10	1	1	0	0	79
	2024	79	5	0	0	0	1	83
~~Utah~~	~~2022~~ 2025	~~1~~ 83	~~0~~ 2	0	0	0	0	~~1~~ 85
<u>Utah</u>	2023	1	0	0	0	0	1	0
	2024	0	0	0	0	0	0	0
~~Virginia~~	~~2022~~ 2025	~~37~~ 0	~~2~~ 1	0	0	0	~~1~~ 0	~~38~~ 1
<u>Virginia</u>	2023	38	2	0	0	0	0	40
	2024	40	2	0	0	0	2	40
~~West Virginia~~	~~2022~~ 2025	~~3~~ 40	0	0	0	0	~~0~~ 4	~~3~~ 36
<u>West Virginia</u>	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
~~Wisconsin~~	~~2022~~ 2025	~~12~~ 3	~~3~~ 0	0	0	0	0	~~15~~ 3
<u>Wisconsin</u>	2023	15	9	0	0	0	0	24
	2024	24	4	0	0	0	0	28
~~Wyoming~~	~~2022~~ 2025	~~1~~ 28	~~0~~ 1	0	0	0	0	~~1~~ 29
<u>Wyoming</u>	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
~~Total (Note 2)~~	~~2022~~ 2025	~~1,230~~ 1	~~43~~ 0	0	~~20~~	0	~~21~~ 0	~~1,252~~ 1
<u>Total (Note 2)</u>	2023	1,252	52	4	3	0	14	1,283
	2024	1,283	31	2	3	0	40	1,269
	2025	1,269	12	0	8	0	54	1,219

Table 4: Status of Combo Company-Owned Outlets for Years ~~2022~~ 2023 to 20242025							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year*
Total	~~2022~~ 2023	0	0	0	0	0	0
	~~2023~~ 2024	0	0	0	0	0	0
	~~2024~~ 2025	0	0	0	0	0	0

Table 5: Projected Combo Openings as of December ~~29~~ 28, 20242025			
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
~~Arizona~~ Florida	0	~~1~~ 2	0
Georgia	<u>0</u>	<u>2</u>	<u>0</u>
~~Florida~~ Illinois	0	1	0
~~Illinois~~ Indiana	0	~~2~~ 1	0
~~Maryland~~ Louisiana	0	~~2~~ 1	0
~~Michigan~~ Maryland	0	1	0
Michigan	<u>0</u>	<u>2</u>	<u>0</u>
Minnesota	0	~~1~~ 2	0
North Carolina	0	~~1~~ 3	0
New York	0	~~1~~ 3	0
~~South Carolina~~ Texas	0	1	0
~~Texas~~ Virginia	0	3	0
~~Utah~~	~~0~~	~~1~~	~~0~~
~~Virginia~~ Wisconsin	0	~~1~~ 2	0
Total	0	~~16~~ 26	0

Notes to the Tables Above Regarding Combo Restaurants:

If one brand of a Combo Restaurant is impacted by a closure or other change that is disclosed in the tables above (e.g., ceased operations), then the entire Combo Restaurant is disclosed as such (e.g., ceased operations) even when the other brand was not impacted (e.g., it remains in operation).

Notes to All Item 20 Tables:

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

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

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

- (8) The tables above provide information during the periods labeled as ~~2022, 2023 and~~ 2024. ~~The fiscal year 2022 numbers represent the 12-month period between December 25, 2021 and December 31, 2022~~ and 2025. The fiscal year 2023 numbers represent the 12-month period between January 1, 2023, and December 31, 2023. The fiscal year 2024 numbers represent the ~~12-month~~ period between January 1, 2024, and December 29, 2024. The fiscal year 2025 numbers represent the period between December 30, 2024, and December 28, 2025. If multiple events occurred affecting ~~an outlet, this~~ a restaurant, the table shows the event that occurred last in time.
- (9) The total number of standalone Baskin-Robbins Restaurants may be impacted by the addition of a Dunkin' to an existing Baskin-Robbins Restaurant. These former standalone Baskin-Robbins Restaurants are then counted as Combo Restaurants.
- (10) The total number of standalone Baskin-Robbins Restaurants may be impacted by the closing of the Dunkin'/Other Brand portion of a Multi-Brand Restaurant or Combo Restaurant. These former Multi-Brand Restaurants or Combo Restaurants are then counted as standalone Baskin-Robbins Restaurants.
- (11) The tables do not include restaurants located on U.S. military bases outside of the United States.

Confidentiality Agreements

During the last 3 fiscal years, we have signed confidentiality agreements with some current and former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you. ~~During the last three fiscal years, we have signed confidentiality agreements with some current and former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. See Exhibit I for a List of Current Combo Franchisees and Exhibit J for a List of Former Combo Franchisees.~~

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

Lists of Current and Former Franchisees

Baskin-Robbins Current

G-1.: List of Baskin-Robbins Restaurant Franchisees

~~None.~~

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

G-2.: List of Baskin-Robbins Restaurant Franchisees With Signed Franchise Agreements But Not Yet Operational

~~None.~~

G-3.: List of Baskin-Robbins Restaurant Developers

Baskin-Robbins Former

H-1.: List of Baskin-Robbins Restaurants That Ceased to Operate and Former Baskin-Robbins Restaurant Franchisees

H-2.: List of Baskin-Robbins Restaurant Transfers (Transferor)

Combo Current

G-4.: List of Combo Restaurant Franchisees

G-5.: List of Combo Restaurant Franchisees With Signed Franchise Agreements Not Yet Operational

G-6.: List of Combo Restaurant Developers

Combo Former

H-3.: List of Combo Restaurants That Ceased to Operate and Former Combo Restaurant Franchisees

H-4.: List of Combo Restaurant Transfers (Transferor)

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

Franchisee Organizations

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

ITEM 21: **FINANCIAL STATEMENTS**

Exhibit B contains ~~the consolidated~~our audited financial statements ~~of DB Master Finance Parent and its subsidiaries~~, which includes the ~~consolidated~~ balance sheets as of December 28, 2025 and December 29, 2024 and ~~December 30, 2023~~ and the related ~~consolidated~~ statements of ~~income and comprehensive~~ income, member’s equity, and cash flows for the fiscal years ended December 28, 2025, December 29, 2024, and December 30, 2023, ~~and December 31, 2022~~ and the related notes to the ~~consolidated~~ financial statements.

Exhibit B also contains the consolidated audited financial statements of Dunkin' Brands, Inc. and its subsidiaries, which includes the consolidated balance sheets as of December 28, 2025 and December 29, 2024 ~~and December 30, 2023~~ and the related consolidated statements of operations, comprehensive income (loss), stockholders' equity, and cash flows for the fiscal years ended December 28, 2025, December 29, 2024, and December 30, 2023, ~~and December 31, 2022~~ and the related notes to the consolidated financial statements. These consolidated financial statements are being provided for disclosure purposes only. Dunkin' Brands, Inc. is not a party to the Franchise Agreement or ~~Store Development Agreement~~ we sign with franchisees, nor does it guarantee our obligations under the Franchise Agreement or ~~Store Development Agreement~~ we sign with franchisees.

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

ITEM 22: **CONTRACTS**

This Disclosure Document includes a sample of the following contracts:

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

ITEM 23: **RECEIPTS**

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

EXHIBIT A
TO THE BASKIN-ROBBINS FDD

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

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

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

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

CALIFORNIA

Commissioner of Department of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
Toll Free: 1 (866) 275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Los Angeles

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

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(866) 275-2677

San Diego

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

San Francisco

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

HAWAII

(for service of process)

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

(for other matters)

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

ILLINOIS

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

INDIANA

(for service of process)

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

(state agency)

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

MARYLAND

(for service of process)

Maryland Securities Commissioner
at the Office of Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

(state agency)

Office of the Attorney General-
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

MICHIGAN

Michigan Attorney General's Office
Corporate Oversight Division
Attn: Franchise Section
G. Mennen Williams Building, 5th Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

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

NEW YORK

(for service of process)

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

(Administrator)

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

NORTH DAKOTA

(for service of process)

Insurance Commissioner
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(state agency)

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

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

RHODE ISLAND

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

SOUTH DAKOTA

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

VIRGINIA

(for service of process)

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

(for other matters)

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

WASHINGTON

(for service of process)

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

(for other matters)

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

WISCONSIN

(for service of process)

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

(state administrator)

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

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

Baskin-Robbins Franchising LLC

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

*Financial Statements as of December 28, 2025 and December 29, 2024 and for the
Years Ended December 28, 2025, December 29, 2024 and December 30, 2023 and
Independent Auditors' Report*

BASKIN-ROBBINS FRANCHISING LLC
TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1 - 2
Balance Sheets	3
Statements of Income	4
Statements of Member's Equity	5
Statements of Cash Flows	6
Notes to Financial Statements	7



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

Independent Auditors' Report

Board of Managers and Member
Baskin-Robbins Franchising LLC:

Opinion

We have audited the financial statements of Baskin-Robbins Franchising LLC (the Company), which comprise the balance sheets as of December 28, 2025 and December 29, 2024, and the related statements of income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 28, 2025, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 28, 2025, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 the Company's ability to continue as a going concern for 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.



In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 19, 2026

BASKIN-ROBBINS FRANCHISING LLC
BALANCE SHEETS
(In thousands)

	<u>December 28, 2025</u>	<u>December 29, 2024</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 906	\$ 874
Restricted cash and cash equivalents	3,002	3,009
Accounts and notes receivable, net of allowances for credit losses of \$1.4 million and \$0.9 million, respectively	7,191	5,044
Total current assets	11,099	8,927
Intangible assets, net	152,664	159,921
Other assets	1,077	894
Total assets	<u>\$ 164,840</u>	<u>\$ 169,742</u>
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable and accrued expenses	\$ 663	\$ 485
Current portion of deferred revenue	810	784
Advertising due to affiliates	5,001	1,662
Total current liabilities	6,474	2,931
Deferred revenue	10,345	5,951
Total liabilities	16,819	8,882
Commitments and contingencies (Note 7)		
Member's equity	148,021	160,860
Total liabilities and member's equity	<u>\$ 164,840</u>	<u>\$ 169,742</u>

See accompanying notes to financial statements.

BASKIN-ROBBINS FRANCHISING LLC
STATEMENTS OF INCOME
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Revenues:			
Franchise fees and royalty revenues	\$ 44,831	\$ 43,497	\$ 43,200
Franchise contributions for advertising	33,580	33,491	35,358
Licensing fees from affiliates	19,990	15,843	20,584
Other revenues	425	483	580
Total revenues	98,826	93,314	99,722
Costs and expenses:			
Franchise advertising expenses	33,580	33,491	35,358
Amortization of intangible assets	7,257	7,257	7,257
Other operating costs and expenses	603	209	439
Total costs and expenses	41,440	40,957	43,054
Other operating income, net	—	500	—
Operating income	57,386	52,857	56,668
Other income (loss), net	323	(192)	125
Income before income taxes	57,709	52,665	56,793
Income tax expense	1,312	1,075	1,030
Net income	\$ 56,397	\$ 51,590	\$ 55,763

See accompanying notes to financial statements.

BASKIN-ROBBINS FRANCHISING LLC
STATEMENTS OF MEMBER'S EQUITY
(In thousands)

	Member's Equity
Balance at December 31, 2022	\$ 177,213
Net income	55,763
Distributions to Parent, net	(63,652)
Balance at December 30, 2023	\$ 169,324
Net income	51,590
Distributions to Parent, net	(60,054)
Balance at December 29, 2024	\$ 160,860
Net income	56,397
Distributions to Parent, net	(69,236)
Balance at December 28, 2025	\$ 148,021

See accompanying notes to financial statements.

BASKIN-ROBBINS FRANCHISING LLC
STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Cash flows from operating activities:			
Net income	\$ 56,397	\$ 51,590	\$ 55,763
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of intangible assets	7,257	7,257	7,257
Provision for credit losses	619	251	795
Change in operating assets and liabilities:			
Accounts and notes receivable	(2,766)	(226)	(1,368)
Other assets	(183)	(640)	(183)
Advertising due to affiliates	3,339	(76)	221
Accounts payable and accrued expenses	178	42	(6)
Deferred revenue	4,420	1,886	1,212
Net cash provided by operating activities	69,261	60,084	63,691
Cash flows from financing activities:			
Distributions to Parent, net	(69,236)	(60,054)	(63,652)
Net cash used in financing activities	(69,236)	(60,054)	(63,652)
Net increase in cash, cash equivalents and restricted cash	25	30	39
Cash, cash equivalents and restricted cash at beginning of period	3,883	3,853	3,814
Cash, cash equivalents and restricted cash at end of period	<u>\$ 3,908</u>	<u>\$ 3,883</u>	<u>\$ 3,853</u>

See accompanying notes to financial statements.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

1. DESCRIPTION OF BUSINESS

Baskin-Robbins Franchising LLC (the “Company” or “BR Franchisor”) is a wholly-owned subsidiary of DB Franchising Holding Company LLC (“Franchisor Holdco” or “Parent”), which is wholly owned by DB Master Finance LLC (the “Master Issuer”). The Master Issuer, Franchisor Holdco, and BR Franchisor are all indirect wholly-owned subsidiaries of Dunkin’ Brands Group, Inc. (“DBGI”), whose ultimate parent company is Inspire Brands, Inc. (“Inspire”). Due to its limited liability status, the Company’s sole member, Franchisor Holdco, shall not be obligated for any debt, obligation, or liability of the Company solely by reason of being a member.

DBGI franchises and licenses a system of both traditional and nontraditional quick service restaurants. BR Franchisor and related entities franchise restaurants featuring ice cream, frozen beverages, and related products.

The Company, along with Franchisor Holdco, the Master Issuer, and other affiliates, has entered into a management agreement with Dunkin’ Brands, Inc. (“DBI”), a subsidiary of DBGI, under which DBI performs certain services related to franchise arrangements and other assets held by the Company, including collecting franchisee payments, causing the Company to enter into new franchise arrangements, and providing pre-opening and post-opening services for franchisees.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Consolidation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”).

The Company consolidates entities in which it has a controlling financial interest, the usual condition of which is ownership of a majority voting interest. There are no other entities that consolidate into the Company. The Company also considers for consolidation an entity, in which it has certain interests, where the controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity (“VIE”), is required to be consolidated by its primary beneficiary. The primary beneficiary is the entity that possesses the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that are significant to it.

The Company has entered into an agreement with SVC Service II Inc. (“SVC”), a wholly-owned subsidiary of DBI, through which SVC operates the gift card program as part of the marketing efforts under the Baskin-Robbins brand. Through this agreement, SVC is entitled to receive from the Company a service fee in exchange for providing services, which could include reimbursement for any gift card administration expenses that are not otherwise funded through gift card breakage income or other sources. Therefore, although the Company does not possess any ownership interest, it possesses a variable interest in SVC. However, the Company does not have the power to direct the activities that most significantly impact SVC’s economic performance, and therefore is not the primary beneficiary of SVC. The Company cannot quantify its maximum exposure to loss resulting from its involvement with SVC given the uncertainty in future unfunded gift card administration expenses. As of December 28, 2025 and December 29, 2024, the Company has not reimbursed any unfunded gift card administration expenses.

Use of Estimates in the Preparation of the Financial Statements

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

Fiscal Year

The Company’s fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31. For the year 2023, the Company’s fiscal reporting period ended on the last Saturday closest to December 31. Fiscal reporting periods are referred to herein as (1) “the year ended December 28, 2025” or “2025,” (2) “the year ended December 29, 2024” or “2024” and (3) “the year ended December 30, 2023” or “2023.” The years 2025, 2024, and 2023 consisted of 52 weeks.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

Cash, Cash Equivalents, and Restricted Cash

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 28, 2025 and December 29, 2024, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

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

Restricted cash and cash equivalents primarily consist of cash held to meet certain reserve requirements in conjunction with the securitization transactions as described in Note 7.

Accounts and Notes Receivable, net

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

Intangible Assets, net

The Company's intangible assets subject to amortization consist of franchise agreements. Franchise agreements are amortized on a straight-line basis using estimated useful lives (10 - 29 years).

The Company reviews definite-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset groups may not be recoverable. The asset groups are not recoverable if their carrying value exceeds the undiscounted cash flows the Company expects to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value. During the fiscal years ended December 28, 2025, December 29, 2024, and December 30, 2023, the Company determined that no impairment was indicated for its intangible assets.

Contingencies

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

Revenue Recognition

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

Franchise fees and royalty revenues

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

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

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

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

Franchise contributions for advertising

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

Licensing fees from affiliates

Licensing fees from affiliates include fees generated pursuant to license agreements with wholly-owned subsidiaries of DBGI related to the use of Baskin-Robbins intellectual property in the sale of ice cream products to certain international markets, and are recognized when earned.

Other revenues

Other revenues primarily include online training fees that are recognized over the term of the related agreement.

Income Taxes

The Company is a single-member limited liability company and is treated as a disregarded entity for federal and state income tax purposes. As a result, the Company generally does not incur U.S. income taxes. Instead, its earnings and losses flow up to its sole member and are ultimately included in the consolidated income tax returns of Inspire. BR Franchisor has not entered into a tax sharing agreement with Inspire or DBGI, nor does its limited liability company agreement provide for tax distributions. All cash is collected in an account held in the name of the Master Issuer regardless of the Company's or its affiliates' tax position. No specific dividends are required for tax payments. As a result, the accompanying statements of income do not include a provision for U.S. income taxes. The Company incurs foreign tax expense attributable to foreign withholding taxes, which is recorded as provision for income taxes in the accompanying statements of income.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the statements of member's equity and on a net basis as a financing activity on the statements of cash flows.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

Fair Value Measurements

The Company's financial instruments include restricted cash and cash equivalents, accounts and notes receivable, and accounts payable and accrued expenses. The fair value of restricted cash and cash equivalents, accounts and notes receivable and accounts payable and accrued expenses approximates book value due to their short-term nature. Asset groups containing long-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs (Level 3). The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2025 or 2024.

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

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

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

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

Change in Accounting Policy

During 2025, the Company changed its policy for classification of certain restricted cash balances. Previously, all cash within the securitization entity was considered restricted. In 2025, the Company changed its policy such that restricted cash should only include any accounts that have legal restrictions of withdrawal or usage. Such balances are classified as "Restricted cash and cash equivalents" with all remaining balances classified as "Cash and cash equivalents" in the balance sheets in accordance with the Company's accounting policy. The change in principle has been applied retrospectively and resulted in the reclassification of \$0.9 million of "Restricted cash and cash equivalents" as of December 29, 2024 to "Cash and cash equivalents".

Reclassifications

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

Recently Adopted Accounting Pronouncements

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures"* ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The Company adopted ASU 2023-09 during the year ended December 28, 2025 on a retrospective basis. The pronouncement did not have a material impact on the related disclosures in Note 6.

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

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

3. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses consist of the following:

<i>(in thousands)</i>	2025	2024
Gift certificate liability	\$ 380	\$ 383
Other	283	102
Accounts payable and accrued expenses	<u>\$ 663</u>	<u>\$ 485</u>

4. INTANGIBLE ASSETS, NET

The carrying values of the Company's remaining intangible assets consist of the following:

		2025			2024		
(dollars in thousands)	Estimated Useful Life	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Franchise agreements	10 - 29 years	\$ 187,824	\$ (35,160)	\$ 152,664	\$ 187,824	\$ (27,903)	\$ 159,921

	Total
<i>(in thousands)</i>	
Estimated future amortization for fiscal year:	
2026	\$ 7,257
2027	7,257
2028	7,257
2029	7,257
2030	7,257
Thereafter	116,379
	<u>\$ 152,664</u>

5. REVENUE RECOGNITION

Contract Liabilities Related to Franchise Fee

Contract liabilities <i>(in thousands)</i>	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Deferred franchise fees ^(a)	\$ 11,014	\$ 6,798	\$ 4,849
Revenue recognized during the period ^(b)	\$ 946	\$ 789	\$ 600

- (a) Deferred revenue is included in "Current portion of deferred revenue" and "Deferred revenue" and primarily represents the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement.
- (b) Revenues recognized are associated with prior year deferred franchise fees and the contract liabilities are offset by cash payments received or due in advance of satisfying the Company's performance obligations.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

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

Fiscal Year <i>(in thousands)</i>	Total
2026	\$ 668
2027	597
2028	556
2029	526
2030	514
Thereafter	8,153
Total	\$ 11,014

6. INCOME TAXES

"Income tax expense" consists of current taxes related to foreign jurisdictions of \$1.3 million, \$1.1 million and \$1.0 million for 2025, 2024 and 2023, respectively.

The Company does not record a provision for income taxes for the limited liability companies that are treated as disregarded entities for U.S. income tax purposes and for which there is no tax sharing agreement. As a result, the provision for income taxes differed from the expense computed using the statutory federal income tax rate of 21% for 2025, 2024 and 2023.

7. COMMITMENTS AND CONTINGENCIES

Guarantees

The Master Issuer issued Senior Secured Fixed Rate Class A-2 Notes under a securitization financing facility in addition to Variable Funding Senior Secured Notes. The Company is a guarantor under the securitization financing, with substantially all of the Company's assets being pledged as security for the repayment of the notes.

The following table summarizes the notes outstanding under the base indenture as of December 28, 2025:

<i>(dollars in thousands)</i>	Issuance Date	Outstanding Principal
2017 Class A-2-II Senior Secured Fixed Rate Notes	October 2017	\$ 738,000
2019 Class A-1 Senior Variable Funding Notes	April 2019	88,800
2019 Class A-2-III Senior Secured Fixed Rate Notes	April 2019	656,250
2021 Class A-2-I Senior Secured Fixed Rate Notes	October 2021	480,000
2021 Class A-2-II Senior Secured Fixed Rate Notes	October 2021	624,000
2021 Class A-2-III Senior Secured Fixed Rate Notes	October 2021	1,152,000
2023 Class A-1 Senior Variable Funding Notes	February 2023	—
2025-1 Class A-2-I Senior Secured Fixed Rate Notes	November 2025	550,000
2025-1 Class A-2-II Senior Secured Fixed Rate Notes	November 2025	350,000
Total		\$ 4,639,050

The 2019 Class A-1 Senior Variable Funding Notes ("2019 Variable Funding Notes") and 2023 Class A-1 Senior Variable Funding Notes ("2023 Variable Funding Notes") allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including letters of credit of \$100.0 million in support of various Dunkin' subsidiary obligations. As of December 28, 2025, the Master Issuer had outstanding borrowings of \$88.8 million under the 2019 Variable Funding Notes leaving \$61.2 million of remaining capacity for future borrowings. As of December 28, 2025, the Master Issuer had no outstanding borrowings exclusive of \$56.4 million of outstanding letters of credit under the 2023 Variable Funding Notes leaving \$793.6 million of remaining capacity for future borrowings.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

In November 2025, the Master Issuer issued \$550.0 million 2025-1 Class A-2-I Senior Secured Fixed Rate Notes and \$350.0 million 2025-1 Class A-2-II Senior Secured Fixed Rate Notes (collectively, the "2025 Fixed Rate Notes"). Proceeds from the 2025 Fixed Rate Notes were used to repay the remaining \$376.0 million outstanding on the 2019-1 Class A-2-II Senior Secured Fixed Rate Notes due May 2026, repay \$481.6 million in drawn 2023 Variable Funding Notes balances and pay related transaction fees and expenses. The remaining net proceeds were distributed to Inspire. No amendments or terminations were made to the 2023 Variable Funding Notes in connection with the transaction.

Legal and Environmental Matters

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

8. RELATED PARTY TRANSACTIONS

Management Agreements

The Company, along with other affiliates, has entered into a management agreement with DBI, as the Company has no employees. Under the management agreement, DBI manages all franchise arrangements and third-party license agreements, including, among other things, performing the obligations and enforcing the rights of the Company under new franchise agreements, collecting distributions and other management services provided to affiliates that are subsidiaries of the Master Issuer. As compensation for the performance of its obligations under the management agreement, DBI is eligible to receive a management fee from the Master Issuer. Any management fees paid by the Master Issuer are not allocated to the Company or any other domestic subsidiary of the Master Issuer. Management fees paid by the Master Issuer totaled \$116.1 million, \$113.5 million and \$111.8 million for the fiscal years 2025, 2024 and 2023, respectively.

Transactions with Affiliated Entities

Continuing advertising fees are deposited into an account held in the name of the Master Issuer and are subsequently withdrawn by DBI and affiliates for purposes of maintaining and administering the advertising funds in accordance with the franchise agreements. "Franchise advertising expenses" in the statements of income consist solely of such advertising fees that have been earned by the Company that have been or will be transferred to DBI and affiliates for purposes of advertising. "Advertising due to affiliates" reported in the accompanying balance sheets consists of advertising fees receivable that will be remitted to DBI and affiliates upon collection by the Master Issuer.

DBGI holds ownership interests in two joint ventures that franchise and operate restaurants in Japan and South Korea. At December 28, 2025 and December 29, 2024, the Company had recorded \$0.8 million, respectively, of accounts receivable related to these joint ventures in the balance sheets. During 2025, 2024 and 2023, the Company recognized \$6.9 million, \$6.4 million and \$6.1 million, respectively, of royalties from these joint ventures.

On January 26, 2015, various licensing agreements were amended or assigned to the Company from DBI, through which the Company licenses the use of Baskin-Robbins intellectual property to wholly owned subsidiaries of DBGI for the sale of ice cream products to certain international markets. No amounts have been recorded in the accompanying financial statements related to these agreements since there was no consideration exchanged and no book value associated with these amended licensing agreements. During 2025, 2024 and 2023, the Company recognized licensing fees from affiliates in the statements of income under these licensing agreements, which are based on a percentage of retail sales at Baskin-Robbins restaurants located in the relevant international markets.

Additionally, during the years ended December 28, 2025, December 29, 2024, and December 30, 2023, the Company recognized discretionary contributions from DBI representing a portion of the funds available from breakage on Baskin-Robbins gift cards that had been committed to franchisees to fund certain sales-driving initiatives, which is included in "Franchise contributions for advertising" in the statements of income. Gift card breakage funds received from DBI were \$1.1 million and \$1.6 million during the years ended December 28, 2025 and December 30, 2023, respectively. There were no similar contributions from DBI during the fiscal year ended December 29, 2024.

BASKIN-ROBBINS FRANCHISING LLC
NOTES TO FINANCIAL STATEMENTS

9. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 19, 2026, the date the financial statements were available to be issued, and there are no items to disclose or that require adjustment.

Dunkin' Brands, Inc. and Subsidiaries

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

*Consolidated Financial Statements as of December 28, 2025 and December 29, 2024
and for the fiscal years ended December 28, 2025, December 29, 2024 and December
30, 2023 and Independent Auditors' Report*

DUNKIN' BRANDS, INC. AND SUBSIDIARIES
TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Operations	4
Consolidated Statements of Comprehensive Income	5
Consolidated Statements of Stockholders' Equity	6
Consolidated Statements of Cash Flows	7
Notes to Consolidated Financial Statements	8



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

Independent Auditors' Report

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

Opinion

We have audited the consolidated financial statements of Dunkin' Brands, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 28, 2025 and December 29, 2024, and the related consolidated statements of operations, comprehensive income, stockholders' equity, and cash flows for each of the fiscal years in the three-year period ended December 28, 2025, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 28, 2025, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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



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

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 19, 2026

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

	December 28, 2025	December 29, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 341,554	\$ 360,635
Restricted cash and cash equivalents	182,501	138,499
Accounts and notes receivable, net	212,978	173,141
Notes receivable from affiliate	560,239	921,635
Interest receivable on note from affiliate	12,484	18,343
Prepaid expenses and other current assets	46,838	36,725
Total current assets	1,356,594	1,648,978
Property and equipment, net	137,547	144,452
Goodwill	3,617,081	3,617,044
Intangible assets, net	8,233,623	8,331,726
Operating lease assets, net	293,265	356,742
Equity-method investments	122,068	112,367
Other assets	41,854	43,407
Total assets	<u>\$ 13,802,032</u>	<u>\$ 14,254,716</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 46,477	\$ 19,834
Other current liabilities	477,889	500,349
Current portion of operating lease liabilities	32,323	33,384
Current portion of long-term debt	48,403	43,409
Income taxes payable	142,763	162,465
Deferred revenue	22,657	32,405
Total current liabilities	770,512	791,846
Long-term debt, net	4,613,428	5,006,859
Long-term operating lease liabilities	254,796	311,926
Deferred revenue	198,689	144,339
Deferred tax liabilities, net	1,861,641	1,885,974
Other liabilities	4,801	3,794
Commitments and contingencies (Note 10)		
Stockholders' equity:		
Common stock, \$0.01 par value; 1,000 authorized; 100 issued and outstanding		
as of December 28, 2025 and December 29, 2024, respectively		
Additional paid-in capital	6,176,793	6,196,593
Accumulated other comprehensive loss	(78,628)	(86,615)
Total Dunkin' Brands, Inc. stockholders' equity	6,098,165	6,109,978
Total liabilities and stockholders' equity	<u>\$ 13,802,032</u>	<u>\$ 14,254,716</u>

See accompanying notes to consolidated financial statements.

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

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Revenues:			
Franchise fees and royalty revenues	\$ 836,805	\$ 799,124	\$ 785,165
Franchise contributions for advertising and other services	682,133	690,610	639,647
Rental income	134,813	136,005	134,218
Wholesale revenues	113,544	110,460	113,865
Other revenues	66,868	64,867	66,924
Total revenues	1,834,163	1,801,066	1,739,819
Costs and expenses:			
Occupancy expenses - franchise restaurants	82,530	85,465	86,719
Wholesale expenses	88,001	87,305	102,926
Franchise advertising and other services expenses	688,154	697,296	651,634
Selling, general and administrative expenses	42,151	61,864	62,793
Management fee to parent	201,530	100,798	97,068
Depreciation and amortization	105,500	114,890	123,052
Impairment charges	—	—	146,637
Total costs and expenses	1,207,866	1,147,618	1,270,829
Income from equity-method investments	6,567	4,877	1,131
Other operating income, net	8,610	5,759	6,118
Operating income	641,474	664,084	476,239
Interest expense	(171,097)	(163,905)	(171,206)
Interest income from affiliate	60,030	41,416	46,850
Other income, net	15,014	9,355	15,228
Income before income taxes	545,421	550,950	367,111
Income tax expense	138,952	132,432	127,464
Net income	\$ 406,469	\$ 418,518	\$ 239,647

See accompanying notes to consolidated financial statements.

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

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Net income	\$ 406,469	\$ 418,518	\$ 239,647
Other comprehensive income (loss):			
Foreign currency translation adjustment, net of tax	7,928	(25,662)	(12,245)
Other	59	1,612	(50)
Other comprehensive income (loss), net of tax	7,987	(24,050)	(12,295)
Comprehensive income	<u>\$ 414,456</u>	<u>\$ 394,468</u>	<u>\$ 227,352</u>

See accompanying notes to consolidated financial statements.

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

	Common stock		Additional	Accumulated	Accumulated	Total
	Shares	Amount	paid-in	deficit	other	Stockholders'
			capital		comprehensive	Equity
					loss	
Balance at December 31, 2022	100	\$ —	\$ 6,818,087	\$ (425,309)	\$ (50,270)	\$ 6,342,508
Net income	—	—	—	239,647	—	239,647
Other comprehensive loss	—	—	—	—	(12,295)	(12,295)
Distributions to parent, net	—	—	(450,903)	—	—	(450,903)
Other	—	—	—	(106)	—	(106)
Balance at December 30, 2023	100	\$ —	\$ 6,367,184	\$ (185,768)	\$ (62,565)	\$ 6,118,851
Net income	—	—	—	418,518	—	418,518
Other comprehensive loss	—	—	—	—	(24,050)	(24,050)
Distributions to parent, net	—	—	(170,591)	(232,750)	—	(403,341)
Balance at December 29, 2024	100	\$ —	\$ 6,196,593	\$ —	\$ (86,615)	\$ 6,109,978
Net income	—	—	—	406,469	—	406,469
Other comprehensive income	—	—	—	—	7,987	7,987
Distributions to parent, net	—	—	(19,800)	(406,469)	—	(426,269)
Balance at December 28, 2025	100	\$ —	\$ 6,176,793	\$ —	\$ (78,628)	\$ 6,098,165

See accompanying notes to consolidated financial statements.

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

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 30, 2023
Cash flows from operating activities:			
Net income	\$ 406,469	\$ 418,518	\$ 239,647
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	105,500	114,890	123,052
Amortization (accretion) of debt issuance costs and premiums, net	(10,467)	(10,926)	(10,894)
Gain on extinguishment of debt	(2,028)	—	—
Deferred income taxes	(24,613)	(49,884)	(49,184)
Impairment charges	—	—	146,637
Amortization of assets in advertising funds	9,942	10,495	11,922
Provision for credit losses	1,947	4,218	1,981
Income from equity-method investments	(6,567)	(4,877)	(1,131)
Dividends received from equity-method investments	1,382	1,072	3,588
Other, net	—	—	1,746
Change in operating assets and liabilities:			
Accounts and notes receivable	(41,784)	(4,105)	(17,064)
Prepaid expenses and other assets	(4,488)	(8,192)	(14,351)
Operating lease assets and liabilities	5,286	7,389	8,030
Accounts payable	26,654	(53,886)	(45,254)
Other current and noncurrent liabilities	(42,786)	8,023	51,434
Deferred revenue	44,602	28,962	34,746
Other, net	(2,598)	(12,066)	652
Net cash provided by operating activities	466,451	449,631	485,557
Cash flows from investing activities:			
Capital expenditures	(10,055)	(6,926)	(20,926)
Investment in note receivable from affiliate	—	(665,226)	(771,839)
Proceeds from notes receivable from affiliate	361,396	264,805	364,323
Proceeds from sale of investments	5,929	5,959	1,280
Other, net	—	—	1,132
Net cash provided by (used in) investing activities	357,270	(401,388)	(426,030)
Cash flows from financing activities:			
Proceeds from issuance of debt	900,000	665,226	882,665
Debt repayments	(1,260,268)	(307,500)	(507,671)
Debt issuance costs	(12,263)	(1,635)	(10,460)
Distribution to Parent, net	(426,269)	(403,341)	(450,903)
Other, net	—	—	(1,399)
Net cash used in financing activities	(798,800)	(47,250)	(87,768)
Net increase (decrease) in cash, cash equivalents and restricted cash	24,921	993	(28,241)
Cash, cash equivalents and restricted cash at beginning of period	499,134	498,141	526,382
Cash, cash equivalents and restricted cash at end of period	\$ 524,055	\$ 499,134	\$ 498,141
Supplemental cash flow information:			
Cash paid during the year for:			
Cash paid for interest	\$ 184,085	\$ 172,903	\$ 175,757

See accompanying notes to consolidated financial statements.

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

1. DESCRIPTION OF BUSINESS

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

The systemwide units were as follows:

<u>Unit Count</u>	<u>2025</u>	<u>2024</u>	<u>2023</u>
Franchised	22,087	21,958	21,513
Inspire Company-owned	36	34	32
Total System	22,123	21,992	21,545

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

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

Use of Estimates in the Preparation of the Consolidated Financial Statements

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

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31. For the year 2023, the Company's fiscal reporting period ended on the last Saturday closest to December 31. Fiscal reporting periods are referred to herein as (1) "the year ended December 28, 2025" or "2025," (2) "the year ended December 29, 2024" or "2024" and (3) "the year ended December 30, 2023" or "2023." The years 2025, 2024, and 2023 consisted of 52 weeks.

Cash, Cash Equivalents, and Restricted Cash

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 28, 2025 and December 29, 2024, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

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

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

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

Accounts and Notes Receivable, net

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

Property and Equipment, net

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

Depreciation related to the advertising funds is included within "Franchise advertising and other services expenses" in the consolidated statements of operations.

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

Goodwill

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

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

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

Indefinite-Lived Intangibles and Other Long-lived Assets

Indefinite-lived Intangibles

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

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

Long-lived Assets

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

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

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

Equity-Method Investments

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

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

Debt Issuance Costs

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt, net" or as an asset in "Other assets" related to line-of-credit arrangements and are amortized as interest expense over the term of the related debt using the effective interest method.

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

Leases

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

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

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

Operating Leases

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

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

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

Finance Leases

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

Selling, General and Administrative Expenses

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

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

Foreign Currency

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

Revenue Recognition

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

Franchise fees and royalty revenues

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

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

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

Franchise contributions for advertising and other services

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

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

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

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

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

Rental income

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

Wholesale revenues

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

Other revenues

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

Income Taxes

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

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

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

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

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

Contributions from and Distributions to Parent

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

The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Franchise Advertising and Other Services Expenses

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

At the end of each fiscal year, additional accruals for advertising costs are recorded to the extent that an advertising fund has a surplus balance, as the Company is obligated to expend such amounts on advertising. Additional advertising costs resulting from the Company's obligation to spend surplus advertising fund contributions are recorded as "Franchise advertising and other services expenses."

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

Fair Value Measurements

The Company's financial instruments include cash, cash equivalents, restricted cash, accounts and notes receivable, accounts payable and other current liabilities. The fair value of cash, cash equivalents, restricted cash, accounts and notes receivable and accounts payable approximates book value due to their short-term nature. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2025.

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

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

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

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

Reclassifications

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

Recently Adopted Accounting Pronouncements

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures"* ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The Company adopted ASU 2023-09 during the year ended December 28, 2025 on a retrospective basis. The updated disclosures are reflected in Note 9.

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

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

3. REVENUE RECOGNITION

Contract Liabilities Related to Franchise Fees

Contract liabilities <i>(in thousands)</i>	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Deferred franchise fees ^(a)	\$ 198,781	\$ 162,605	\$ 130,521
Revenue recognized ^(b)	\$ 9,852	\$ 14,955	\$ 10,699

- (a) Deferred franchise fees are included in the current and noncurrent portion of "Deferred revenue" and primarily represent the Company's remaining performance obligations under its franchise and license agreements for which consideration has been received or is receivable, and is recognized on a straight-line basis over the remaining term of the related agreement.
- (b) Revenues recognized are associated with prior year deferred franchise fees and the contract liabilities are offset by cash payments received or due in advance of satisfying the Company's performance obligations.

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

Fiscal Year <i>(in thousands)</i>	Total
2026	\$ 6,964
2027	6,692
2028	6,711
2029	6,844
2030	7,047
Thereafter	164,523
Total	\$ 198,781

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

4. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts and notes receivable, net consist of the following:

<i>(in thousands)</i>	2025	2024
Advertising contributions	\$ 48,417	\$ 30,440
Royalties and fees	78,236	54,083
Gift cards	56,827	57,729
Other	40,685	40,870
Accounts and notes receivable, gross	224,165	183,122
Allowance for credit losses	(11,187)	(9,981)
Accounts and notes receivable, net	<u>\$ 212,978</u>	<u>\$ 173,141</u>

Property and equipment, net consist of the following:

<i>(in thousands)</i>	2025	2024
Owned:		
Land	\$ 58,218	\$ 56,132
Buildings	43,450	42,417
Leasehold improvements	77,381	76,916
Equipment	8,037	7,947
Construction in progress	3,455	3,129
Leased:		
Finance lease assets	12,832	12,781
Property and equipment, gross	203,373	199,322
Accumulated depreciation and amortization ^(a)	(65,826)	(54,870)
Property and equipment, net	<u>\$ 137,547</u>	<u>\$ 144,452</u>

(a) Includes accumulated amortization of \$4.6 and \$3.7 million related to finance lease assets as of December 28, 2025 and December 29, 2024, respectively. Depreciation expense was \$11.1 million, \$12.3 million, and \$18.3 million in 2025, 2024, and 2023, respectively.

Other current liabilities consist of the following:

<i>(in thousands)</i>	2025	2024
Gift card/certificate liability	\$ 302,676	\$ 305,434
Accrued payroll and incentive compensation	5,962	13,212
Accrued interest	18,689	22,064
Accrued advertising expenses	92,427	96,252
Franchisee profit-sharing liability	15,678	15,798
Other	42,457	47,589
Other current liabilities	<u>\$ 477,889</u>	<u>\$ 500,349</u>

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

5. EQUITY-METHOD INVESTMENTS

The Company's ownership interests in its equity-method investments as of December 28, 2025 were as follows:

Entity	Ownership
Japan JV	37.3 %
South Korea JV	33.3 %

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

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

<i>(in thousands)</i>	Japan JV		South Korea JV	
	2025	2024	2025	2024
Carrying value of investment	\$ 36,086	\$ 31,188	\$ 85,269	\$ 80,608
Underlying equity in net assets of investment	36,086	31,074	128,503	123,842
Difference between carrying value and underlying equity in net assets ^(a)	\$ —	\$ 114	\$ (43,234)	\$ (43,234)

(a) The deficit between the carrying value and underlying equity in net assets of the South Korea JV as of December 28, 2025 and December 29, 2024 primarily relates to property of the investee.

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

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

6. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

Goodwill consists of the following:

<i>(in thousands)</i>	Total
Balance at December 30, 2023	\$ 3,617,103
Foreign currency translation and other adjustments	(59)
Balance at December 29, 2024 ^(a)	3,617,044
Foreign currency translation and other adjustments	37
Balance at December 28, 2025 ^(a)	\$ 3,617,081

(a) Goodwill balance is net of accumulated impairment charge of \$759.0 million as of December 28, 2025 and December 29, 2024.

Other intangible assets, net at December 28, 2025 consisted of the following:

<i>(dollars in thousands)</i>	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite lived intangibles:				
Franchise agreements	29	\$ 1,947,824	\$ (341,759)	\$ 1,606,065
License rights	15 years	320,000	(107,429)	212,571
Favorable operating leases acquired	(a)	10,940	(6,735)	4,205
Computer software	1 - 7 years	52,939	(32,157)	20,782
Indefinite lived intangible:				
Trademark/trade names	N/A	6,390,000	—	6,390,000
Intangible assets		\$ 8,721,703	\$ (488,080)	\$ 8,233,623

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

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

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

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

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

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

<i>(in thousands)</i>	Total
Aggregate amortization expense:	
Actual for fiscal year:	
2023	\$ 104,743
2024	102,607
2025	94,430
Estimate for fiscal year:	
2026	104,419
2027	93,616
2028	92,506
2029	90,480
2030	89,987
Thereafter	1,372,615
	<u>\$ 1,843,623</u>

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

7. LONG-TERM DEBT, NET

Outstanding debt consists of the following:

<i>(in thousands)</i>	2025	2024
Securitization notes ^(a)	\$ 4,639,050	\$ 4,999,318
Finance lease obligations	9,911	11,383
Other	350	500
Debt issuance costs, net of amortization	(22,935)	(14,068)
Debt premium, net of amortization	35,455	53,135
Total debt, net, including current portion	4,661,831	5,050,268
Less amounts payable within one year	48,403	43,409
Long-term debt, net	<u>\$ 4,613,428</u>	<u>\$ 5,006,859</u>

(a) The fair value of the Securitization Notes was \$4.5 billion and \$4.7 billion, as of December 28, 2025 and December 29, 2024 respectively. They are classified within Level 2, as defined under GAAP. The Securitization notes contain senior notes and variable funding notes. The fair values of senior notes are estimated primarily based on current market rates for debt with similar terms and remaining maturities or current midpoint prices for such debt. The fair values of the variable funding notes equal the carrying amounts at December 28, 2025 and December 29, 2024 as there have not been material changes in the Company's credit rating and the variable interest rate reprices frequently.

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

Securitized Financing Facility

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

The following table summarizes the Dunkin' Securitization Notes outstanding as of December 28, 2025:

<i>(dollars in thousands)</i>	Issuance Date	Anticipated Repayment Date ^(a)	Outstanding Principal	Interest Rate	
				Stated	Effective ^(e)
2017 Class A-2-II Senior Secured Fixed Rate Notes	October 2017	November 2027	\$ 738,000	4.03%	3.13%
2019 Class A-1 Senior Variable Funding Notes	April 2019	(b)	88,800	(c)	5.45%
2019 Class A-2-III Senior Secured Fixed Rate Notes	April 2019	May 2029	656,250	4.35%	3.23%
2021 Class A-2-I Senior Secured Fixed Rate Notes	October 2021	November 2026	480,000	2.05%	2.26%
2021 Class A-2-II Senior Secured Fixed Rate Notes	October 2021	November 2028	624,000	2.49%	2.65%
2021 Class A-2-III Senior Secured Fixed Rate Notes	October 2021	November 2031	1,152,000	2.79%	2.91%
2023 Class A-1 Senior Variable Funding Notes	February 2023	August 2029	—	(d)	5.69%
2025-1 Class A-2-I Senior Secured Fixed Rate Notes	November 2025	November 2030	550,000	4.89%	5.21%
2025-1 Class A-2-II Senior Secured Fixed Rate Notes	November 2025	November 2032	350,000	5.17%	5.41%
Total			<u>\$ 4,639,050</u>		

- (a) The legal final maturity dates of the Dunkin' Securitization notes issued in 2017, 2019, 2021, and 2025 are November 2047, May 2049, November 2051, and August 2055, respectively. If the Dunkin' Master Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant to the terms of the underlying securitization agreement.
- (b) The 2019 Class A-1 Senior Variable Funding Notes ("2019 Variable Funding Notes") have an anticipated repayment date of August 2029 with two one-year extension options available.
- (c) The 2019 Variable Funding Notes bear interest at per annum rates equal to funding cost or index plus 1.50%. The 2019 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.
- (d) The 2023 Class A-1 Senior Variable Funding Notes ("2023 Variable Funding Notes") bear interest at per annum rates equal to a funding cost or index plus 1.75%. The 2023 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.
- (e) Includes the effects of the amortization of any debt premium or debt issuance costs recorded as "Interest expense, net."

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

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

In November 2025, the Company issued \$550.0 million 2025-1 Class A-2-I Senior Secured Fixed Rate Notes and \$350.0 million 2025-1 Class A-2-II Senior Secured Fixed Rate Notes (collectively, the "2025 Fixed Rate Notes"). Proceeds from the 2025 Fixed Rate Notes were used to repay the remaining \$376.0 million outstanding on the 2019-1 Class A-2-II Senior Secured Fixed Rate Notes due May 2026, repay \$481.6 million in drawn 2023 Variable Funding Notes balances, and pay related transaction fees and expenses. The remaining net proceeds were distributed to the Company. No amendments or terminations were made to the 2023 Variable Funding Notes in connection with the transaction.

The 2019 Variable Funding Notes and 2023 Variable Funding Notes allow for the issuance of up to \$150.0 million and \$850.0 million, respectively, of variable funding notes and certain other credit instruments, each including letters of credit of \$100.0 million in support of various Dunkin' subsidiary obligations. As of December 28, 2025, the Company had outstanding borrowings of \$88.8 million under the 2019 Variable Funding Notes leaving \$61.2 million of remaining capacity for future borrowings. As of December 28, 2025, the Company had no outstanding borrowings exclusive of \$56.4 million of outstanding letters of credit under the 2023 Variable Funding Notes leaving \$793.6 million of remaining capacity for future borrowings.

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

The Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 28, 2025, the Company was in compliance with all financial covenant requirements.

Maturities of Long-Term Debt

Aggregate annual maturities of long-term debt (computed based on anticipated repayment dates, where applicable, and excluding the effects of debt issuance costs, premiums and discounts, net, finance lease obligations, and other) as of December 28, 2025 were as follows:

<i>(in thousands)</i>	Total
2026	\$ 522,500
2027	764,500
2028	639,000
2029	656,250
2030	543,500
Thereafter	1,513,300
	<u><u>\$ 4,639,050</u></u>

8. LEASES

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

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

<i>(in thousands)</i>			
Leases	Classification	2025	2024
Assets			
Operating lease assets	Operating lease assets, net	\$ 293,265	\$ 356,742
Finance lease assets	Property and equipment, net	8,258	9,100
Total leased assets		<u><u>\$ 301,523</u></u>	<u><u>\$ 365,842</u></u>
Liabilities			
Current			
Operating	Current portion of operating lease liabilities	\$ 32,323	\$ 33,384
Finance	Current portion of long-term debt	753	759
Noncurrent			
Operating	Long-term operating lease liabilities	254,796	311,926
Finance	Long-term debt, net	9,158	10,624
Total lease liabilities		<u><u>\$ 297,029</u></u>	<u><u>\$ 356,693</u></u>

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

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

<i>(in thousands)</i>	2025	2024
Land	\$ 56,876	\$ 55,836
Buildings	41,688	41,127
Leasehold improvements	68,498	69,769
Assets leased to others, gross	167,062	166,732
Accumulated depreciation	(47,408)	(40,136)
Assets leased to others, net	<u>\$ 119,654</u>	<u>\$ 126,596</u>

Lease Term and Discount Rate	2025	2024
Weighted-average remaining lease term:		
Operating leases	10.2	10.6
Finance leases	12.4	12.9
Weighted-average discount rate		
Operating leases	5.6 %	5.4 %
Finance leases	5.0 %	5.0 %

<i>(in thousands)</i>	2025	2024	2023
Lease Cost			
Finance lease cost:			
Amortization of lease assets ^(a)	\$ 935	\$ 936	\$ 909
Interest on lease liabilities ^(b)	511	574	618
Operating lease cost ^(c)	61,190	63,269	65,461
Variable lease cost ^(c)	25,229	26,146	25,454
Short-term lease cost ^(c)	34,919	22,911	36,102
Rental income ^(d)	(134,815)	(136,005)	(134,218)
Net lease cost (income)	<u>\$ (12,031)</u>	<u>\$ (22,169)</u>	<u>\$ (5,674)</u>

- (a) Amortization of finance lease assets is included in "Depreciation and amortization" in the consolidated statements of operations.
- (b) Interest recognized on finance lease liabilities is included in interest expense in the consolidated statements of operations.
- (c) Operating and variable lease costs associated with franchised locations are included in "Occupancy expenses - franchise restaurants" in the consolidated statements of operations. Operating, variable, and short-term lease costs for all other leases, including corporate facilities, automobiles, and other non-franchised assets are included in "Selling, general and administrative expenses" and "Franchise advertising and other services expenses" in the consolidated statements of operations. Additionally, short-term lease costs incurred in connection with certain sports sponsorships not included in the table above are included in "Franchise advertising and other services expenses" in the consolidated statements of operations.
- (d) Rental income in the consolidated statements of operations primarily consists of sublease income. Lease income relating to variable lease payments was \$59.9 million, \$59.4 million and \$57.7 million for the fiscal years ended December 28, 2025, December 29, 2024 and December 30, 2023, respectively.

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

(in thousands)

Other Information	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	\$ 55,856	\$ 55,698	\$ 56,456
Operating cash flows from finance leases	\$ 511	\$ 574	\$ 618
Financing cash flows from finance leases	\$ 725	\$ 730	\$ 792
Supplemental non-cash information on lease liabilities arising from obtaining lease assets:			
Operating lease assets obtained in exchange for new operating leases liabilities	\$ 21,523	\$ 27,035	\$ 38,149
Finance lease assets obtained in exchange for new finance lease liabilities ^(a)	\$ (654)	\$ (27)	\$ —

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

Future lease commitments to be paid and received by the Company as of December 28, 2025 were as follows:

(in thousands)	Payments		Receipts	Net leases
	Finance	Operating	Subleases	
Fiscal Year				
2026	\$ 1,226	\$ 8,842	\$ (66,549)	\$ (56,481)
2027	1,192	51,891	(67,312)	(14,229)
2028	1,119	47,526	(60,560)	(11,915)
2029	1,071	43,826	(54,819)	(9,922)
2030	1,042	37,182	(50,667)	(12,443)
Thereafter	7,992	211,424	(227,442)	(8,026)
Total	13,642	400,691	\$ (527,349)	\$ (113,016)
Less interest	(3,731)	(113,572)		
Present value of lease liabilities	\$ 9,911	\$ 287,119		

9. INCOME TAXES

Income before income taxes is set forth below:

(in thousands)	2025	2024	2023
Domestic	\$ 533,039	\$ 542,359	\$ 362,654
Foreign	12,382	8,591	4,457
Income before income taxes	\$ 545,421	\$ 550,950	\$ 367,111

Income tax expense is set forth below:

(in thousands)	2025	2024	2023
Federal	\$ 120,500	\$ 140,877	\$ 133,875
State	33,367	34,106	35,163
Foreign	9,698	7,333	7,610
Current tax expense	\$ 163,565	\$ 182,316	\$ 176,648
Federal	\$ (26,609)	\$ (36,602)	\$ (42,704)
State	1,958	(13,891)	(6,804)
Foreign	38	609	324
Deferred tax benefit	(24,613)	(49,884)	(49,184)
Income tax expense	\$ 138,952	\$ 132,432	\$ 127,464

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

The Company's effective tax rates for the years ended December 28, 2025, December 29, 2024, and December 30, 2023 were 25.5%, 24.0%, and 34.7%, respectively. The effective tax rate differs from the U.S. federal statutory rate as follows:

<i>(dollars in thousands)</i>	2025		2024		2023	
U.S. federal statutory rate	\$	114,539	21.0 %	\$	115,699	21.0 %
State income taxes ^(a)		27,869	5.1		16,005	2.9
Foreign tax effects		6,102	1.1		6,132	1.1
Tax credits						
Foreign tax credit		(7,211)	(1.3)		(7,282)	(1.3)
Other		—	—		(1)	—
Non-deductible expenses						
Impairment charges		—	—		—	—
Other		(224)	—		698	0.1
Cross-border tax laws		(1,596)	(0.3)		(1,438)	(0.2)
Change in valuation allowance		—	—		186	—
Change in unrecognized tax benefits		1,504	0.3		190	—
Other		(2,031)	(0.4)		2,243	0.4
Income tax expense and effective tax rate	\$	138,952	25.5 %	\$	132,432	24.0 %
					\$	127,464
						34.7 %

- (a) The states that contribute to the majority (greater than 50 percent) of the tax effect in this category include California, Florida, Maryland, Massachusetts, New Jersey, New York and Pennsylvania for the year ended December 28, 2025, California, Florida, Indiana, Minnesota, New Jersey, New York and Pennsylvania for the year ended December 29, 2024, and California, Florida, Illinois and Pennsylvania for the year ended December 30, 2023.

Total net income tax payments (refunds) are set forth below:

<i>(in thousands)</i>	2025	2024	2023
Federal	\$ 300	\$ 1,205	\$ (32,936)
State			
Pennsylvania	3,844	3,094	4,745
Florida	3,387	2,686	3,230
Maryland	1,970	1,415	2,111
Massachusetts	200	598	256
Tennessee	479	410	722
Other	1,414	1,092	808
Foreign			
Saudi Arabia	—	—	2,984
Korea	—	—	1,238
Chile	—	—	951
Other	489	11	2,316
Total net payments (refunds)	\$ 12,083	\$ 10,511	\$ (13,575)

The payments made on behalf of the Company for the consolidated U.S. federal and certain state income tax returns are made by IRB under the Tax Sharing Agreement described in Note 2. As a result, such payments are not reflected in the table above.

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

Deferred tax assets (liabilities) are set forth below:

<i>(in thousands)</i>	2025	2024
Deferred tax assets:		
Operating lease liabilities	\$ 71,311	\$ 86,428
Operating loss and tax credit carryforwards	1,740	3,236
Other lease liabilities	2,494	3,612
Deferred revenue	53,079	41,630
Accrued compensation and related benefits	223	2,068
Interest expense carryforward	75,508	65,827
Debt premium	8,815	13,170
Deferred gift cards and certificates	23,166	23,410
Intangible asset - developed technology	4,558	5,040
Other	3,891	4,789
Gross deferred tax assets	244,785	249,210
Valuation allowance	(1,115)	(818)
Net deferred tax assets	\$ 243,670	\$ 248,392
Deferred tax liabilities:		
Intangible asset - trademark/trade name	(1,587,868)	(1,582,741)
Operating lease assets	(72,899)	(88,212)
Other lease assets	(3,090)	(3,518)
Property and equipment	(3,617)	(3,826)
Intangible asset - franchise rights	(381,528)	(395,388)
Intangible asset - license rights	(52,853)	(57,975)
Other	(776)	(138)
Total deferred tax liabilities	(2,102,631)	(2,131,798)
Deferred tax liabilities, net	\$ (1,858,961)	\$ (1,883,406)

Deferred tax assets and liabilities are presented on a net basis by jurisdiction in the consolidated balance sheets. Deferred tax assets for certain foreign jurisdictions totaling \$2.7 million and \$2.6 million as of December 28, 2025 and December 29, 2024, respectively, are included in other assets in the consolidated balance sheets. At December 28, 2025 the Company had net operating loss and capital loss carryforwards in certain international jurisdictions of approximately \$13.3 million and recorded deferred tax assets of \$2.3 million, net of valuation allowance, related to such loss carryforwards. In addition, the Company recorded \$0.2 million of deferred tax assets related to U.S. federal credit carryforwards. Operating loss and tax credit carryforwards primarily consist of net operating losses related to various international and U.S. state jurisdictions and unused U.S. foreign tax credits that expire from 2032-2045, and an immaterial amount that have no expiration.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. Management considers the scheduled reversal of deferred tax liabilities, projected future taxable income, and tax planning strategies in making this assessment. Based upon the level of historical taxable income, and projections for future taxable income over the periods for which the deferred tax assets are deductible, management believes, as of December 28, 2025, with the exception of certain foreign net operating loss carryforwards for which valuation allowances have been recorded, it is more likely than not that the Company will realize the benefits of the deferred tax assets.

Undistributed earnings of the Company's foreign subsidiaries and foreign equity method investments continue to be indefinitely reinvested outside the United States unless such amounts would not be subject to tax, if repatriated. As a result, the Company has not recognized domestic or foreign deferred taxes on these undistributed earnings. As of December 28, 2025, the amount of the unrecognized foreign deferred tax liability related to the foreign equity investments is \$12.1 million. Determination of the amount of the unrecognized deferred tax liability related to earnings of its foreign subsidiaries is not practicable.

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

The Organization for Economic Co-operation and Development (OECD) has released the Base Erosion and Profit Shifting framework 2.0 (Pillar Two) to introduce a global minimum corporate tax of 15% for companies with global revenues and profits above certain thresholds. As of December 28, 2025, certain countries we operate in have enacted legislation related to the global minimum tax rules under Pillar Two. The United States has not yet enacted legislation to adopt Pillar Two. There was an immaterial impact to our 2025 consolidated financial statements for Pillar Two. We will continue to monitor the impact as additional countries enact legislation going forward.

In July 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted into law in the United States. The OBBBA includes numerous provisions that affect corporate taxation, including changes to bonus depreciation, the business interest expense limitation, the expensing of domestic research costs, and modifications to certain U.S. international tax rules. The Company evaluated all deferred tax balances and any other changes under the newly enacted tax law and reflected the results of such evaluations in its consolidated financial statements for the year ended December 28, 2025.

The U.S. federal income tax returns for all fiscal years ended through December 14, 2020 are settled. The U.S. federal income tax returns for Inspire remain subject to examination for all subsequent fiscal periods except for fiscal year ended January 3, 2021. With limited exceptions, certain of the Company's state income tax returns from fiscal year 2020 forward remain subject to examination. Various state income tax returns are currently under examination.

As of December 28, 2025, December 29, 2024, and December 31, 2023, the Company had unrecognized tax benefits of \$1.1 million, \$0.6 million, and \$0.3 million, respectively, which if resolved favorably would reduce income tax expense by \$1.0 million, \$0.5 million, and \$0.2 million, respectively.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

<i>(in thousands)</i>	2025	2024
Beginning balance	\$ 557	\$ 250
Additions:		
Tax positions related to current year	—	128
Tax positions of prior years	544	235
Reductions:		
Lapse of statute of limitations	—	(56)
Ending balance	<u>\$ 1,101</u>	<u>\$ 557</u>

As of December 28, 2025 and December 29, 2024, the Company had approximately \$1.1 million and \$0.1 million, respectively, accrued for interest and penalties related to unrecognized tax benefits recorded as tax expense. During the years ended December 28, 2025 and December 29, 2024, the Company accrued interest and penalties expense related to unrecognized tax benefits of \$1.0 million and \$0.1 million, respectively. During the year ended December 31, 2023, the Company recorded a net interest and penalty benefit related to unrecognized tax benefits of \$0.1 million.

10. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

Lease Guarantees

The Company guarantees the performance of lease obligations, primarily related to affiliate restaurant locations. The guarantees, which extend through 2041, aggregated to a maximum of \$41.4 million as of December 28, 2025. At this time, the Company does not anticipate any material defaults under the foregoing leases; therefore, no liability has been recognized.

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

Supply Chain Guarantees

Certain subsidiaries of the Company have entered into various agreements with suppliers of franchisee products, the majority of which contain guarantees by such subsidiaries related to franchisees' purchases of certain volumes of products over specified periods. The guarantees decrease as franchisees purchase products over the respective terms of the agreements. The guarantees have varying terms, many of which are one year or less, and the latest of which expires in 2029. As of December 28, 2025, the Company was contingently liable under such supply chain agreements for approximately \$168.9 million. The Company assesses the risk of performing under each of these guarantees on a quarterly basis, and, based on various factors including internal forecasts, prior history, and ability to extend contract terms, the Company accrued an inconsequential amount of reserves related to supply chain guarantees as of December 28, 2025.

Legal and Environmental Matters

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

11. TRANSACTIONS WITH RELATED PARTIES

On December 15, 2020, the Company entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. On January 1, 2025, the Company entered into an additional agreement with Inspire for procurement and supply chain services. During fiscal years 2025, 2024 and 2023, the Company paid the following to Inspire as a result of these agreements.

<i>(in thousands)</i>	2025	2024	2023
Advisory and tax consulting services	\$ 135,570	\$ 100,798	\$ 97,068
Procurement and supply chain services	65,960	—	—
Total	<u>\$ 201,530</u>	<u>\$ 100,798</u>	<u>\$ 97,068</u>

Inspire's methodology for each agreement is to allocate expenses based on charges directly incurred by the Company. As a result of these allocations, the Company's results of operations may not be indicative of those that would be achieved if they had operated on a stand-alone basis. These amounts are included within "Management fee to parent" within the consolidated statements of operations.

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

In February 2023, the Company invested in a note receivable from affiliate due on demand and in no case later than February 28, 2028. These amounts are included within "Notes receivable from affiliate" as a current asset in the accompanying consolidated balance sheets. This note was subsequently repaid during the year ended December 28, 2025.

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

12. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 19, 2026, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

EXHIBIT C-1
TO THE BASKIN-ROBBINS FDD
BASKIN-ROBBINS FRANCHISE AGREEMENT

SDA # _____

Exhibit C-1
PC

DA# _____

BASKIN-ROBBINS RESTAURANT
FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”), dated 2022 _____ (the “Effective Date”), is made by and between **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA (“we”, “us” or “our”), and the following individual(s) and/or entity:

_____ (individually or collectively referred to as “you” or “your”).

CONTRACT DATA SCHEDULE

A. Location of the Restaurant:

(number) (street) (city or town) (state) (zip code)

B. SDA/DA: This Agreement is being executed, and the Restaurant is being developed, pursuant to the ~~Store~~ Development Agreement dated as of _____, 20____ between us and you (or your affiliate) (as amended, the “~~SDA~~DA”). OR [Note to Drafter: Complete the preceding sentence OR retain the following sentence.] This Agreement is not being executed pursuant to any ~~Store~~ Development Agreement (“~~SDA~~DA”).

C. Term: The “Term” of this Agreement begins on the Effective Date and ends _____ (____) years after the ~~first~~ date the Restaurant first opens to serve the general public (the “Opening Date”); ~~or, if,~~ (If available: which date is _____). [Note to Drafter: Complete the preceding sentence OR complete the following sentence.] The “Term” of this Agreement begins on the Effective Date and ends on _____ (the Restaurant is an existing Restaurant as of the Effective Date, ~~only~~ _____).

D. Required Opening Date: The “Required Opening Date” means the date which is ~~fifteen~~ (15) months after the Effective Date ~~or~~ [_____, 202____]. However, if we and you executed a Development Agreement that specifies the date by which the Restaurant must be open pursuant to the SDA, you must open the Restaurant on or before that date.

E. Initial _____ Franchise _____ Fee: _____ dollars (\$_____).

F. Initial _____ Training _____ Fee: _____ dollars (\$_____).

G. Marketing _____ Start-Up _____ Fee: _____ dollars (\$_____ for current event; per Standards for all subsequent branding or re-branding events

- H.1. Continuing Franchise Fee Rate: _____ percent (____%) of Gross Sales
- H.2. Continuing Training Fee: _____ dollars (\$_____) due upon execution, and annually thereafter at the then-current rate
- I. Continuing Advertising Fee Rate: ~~---FIVE---~~ _____ percent (~~5.0~~____%) of Gross Sales
- J.1. Remodel Date: If the Restaurant is a new Baskin-Robbins Restaurant, the date which is **ten (10) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.
- J.2. Refurbishment Date: If the Restaurant is a new Baskin-Robbins Restaurant, the dates which are **five (5) years** and **fifteen (15) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.
- K. ~~Address for notice to you shall be at the Restaurant, unless another address is inserted here:~~

Physical and Email
Addresses for Notice:

_____.
- L. Exhibit A: Statement of Legal Composition
- M. Additional Enclosures:

_____.

Form last revised March ~~2025~~2026

Table of Contents

	<u>Page</u>
<u>SECTION 1. PARTIES AND SYSTEM</u>	<u>1</u>
<u>1.A Parties</u>	<u>1</u>
<u>1.B Business Entity Franchisee</u>	<u>1</u>
<u>1.C System</u>	<u>1</u>
<u>SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL</u>	<u>2</u>
<u>2.A Grant of Rights</u>	<u>2</u>
<u>2.B Term and Renewal Term</u>	<u>2</u>
<u>2.C Non-Exclusive License</u>	<u>3</u>
<u>SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT</u>	<u>3</u>
<u>3.A Development</u>	<u>3</u>
<u>3.B Lease or Purchase</u>	<u>3</u>
<u>3.C Opening</u>	<u>3</u>
<u>SECTION 4. TRAINING AND ASSISTANCE</u>	<u>3</u>
<u>4.A Training</u>	<u>3</u>
<u>4.B Costs for Training</u>	<u>4</u>
<u>4.C Assistance</u>	<u>4</u>
<u>4.D Franchisee Advisory Council</u>	<u>4</u>
<u>SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES</u>	<u>4</u>
<u>5.A Initial Franchise Fee</u>	<u>4</u>
<u>5.B Marketing Start-Up Payment</u>	<u>4</u>
<u>5.C Continuing Franchise Fee</u>	<u>4</u>
<u>5.D Continuing Advertising Fee</u>	<u>5</u>
<u>5.E Gross Sales</u>	<u>5</u>
<u>5.F Taxes on Fees</u>	<u>5</u>
<u>5.G Late Fees, Interest and Costs</u>	<u>5</u>
<u>5.H Gross Sales Reporting and EFT</u>	<u>5</u>
<u>SECTION 6. ADVERTISING AND MARKETING</u>	<u>5</u>
<u>6.A Fund</u>	<u>5</u>
<u>6.B Local Marketing</u>	<u>6</u>
<u>6.C Additional Marketing</u>	<u>6</u>
<u>SECTION 7. RESTAURANT OPERATIONS</u>	<u>6</u>
<u>7.A Standards</u>	<u>6</u>
<u>7.B Compliance with Laws</u>	<u>7</u>
<u>7.C Inspections</u>	<u>7</u>
<u>7.D Determination of Prices</u>	<u>7</u>
<u>7.E Standards and Conditions of Employment</u>	<u>7</u>
<u>7.F Designated and Approved Suppliers</u>	<u>8</u>
<u>7.G Customer Complaints, Hazardous Conditions and Violations</u>	<u>8</u>
<u>SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL</u>	<u>8</u>
<u>8.A Repairs and Maintenance</u>	<u>8</u>
<u>8.B Refurbishment and Remodel</u>	<u>8</u>
<u>SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS</u>	<u>8</u>
<u>9.A Ownership of Proprietary Marks</u>	<u>8</u>
<u>9.B Use of Proprietary Marks</u>	<u>9</u>
<u>9.C Notification of Infringements and Control of Proceedings</u>	<u>9</u>
<u>9.D Indemnification for Use of Proprietary Marks</u>	<u>9</u>
<u>9.E System Confidential Information</u>	<u>9</u>
<u>9.F Innovations</u>	<u>10</u>

9.G	<u>Franchisee Proprietary Information</u>	<u>10</u>
<u>SECTION 10. RESTRICTIVE COVENANTS</u>		<u>11</u>
10.A	<u>Acknowledgements</u>	<u>11</u>
10.B	<u>Covenants During the Term</u>	<u>11</u>
10.C	<u>Covenants After the Term</u>	<u>11</u>
10.D	<u>Exclusions</u>	<u>11</u>
10.E	<u>Acknowledgements</u>	<u>11</u>
<u>SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS</u>		<u>12</u>
11.A	<u>Maintaining Records</u>	<u>12</u>
11.B	<u>Reporting</u>	<u>12</u>
11.C	<u>Audit of Records</u>	<u>12</u>
<u>SECTION 12. INSURANCE AND INDEMNIFICATION</u>		<u>12</u>
12.A	<u>Insurance</u>	<u>12</u>
12.B	<u>Indemnification</u>	<u>13</u>
<u>SECTION 13. TRANSFERS</u>		<u>13</u>
13.A	<u>Transfer by Us</u>	<u>13</u>
13.B	<u>Transfer by You – Defined</u>	<u>13</u>
13.C	<u>Conditions for Our Approval of Non-Control Transfer</u>	<u>14</u>
13.D	<u>Conditions for Our Approval of Control Transfer</u>	<u>14</u>
13.E	<u>Transfer Fee</u>	<u>15</u>
13.F	<u>Transfer on Death</u>	<u>15</u>
13.G	<u>Right of First Refusal</u>	<u>15</u>
<u>SECTION 14. DEFAULT AND TERMINATION</u>		<u>16</u>
14.A	<u>Termination by Us</u>	<u>16</u>
14.B	<u>Additional Remedies</u>	<u>17</u>
14.C	<u>Enforcement Expenses</u>	<u>18</u>
14.D	<u>Injunctive Relief</u>	<u>18</u>
14.E	<u>Obligations Upon Termination and Expiration</u>	<u>18</u>
14.F	<u>Option to Purchase</u>	<u>19</u>
14.G	<u>Option to Assume Lease</u>	<u>19</u>
<u>SECTION 15. DISPUTE RESOLUTION</u>		<u>19</u>
15.A	<u>Governing Law</u>	<u>19</u>
15.B	<u>Choice of Forum</u>	<u>19</u>
15.C	<u>Waiver of Punitive Damages and Jury Trial</u>	<u>19</u>
15.D	<u>Claims Not a Defense</u>	<u>20</u>
<u>SECTION 16. Miscellaneous</u>		<u>20</u>
16.A	<u>Relationship of the Parties</u>	<u>20</u>
16.B	<u>Waivers</u>	<u>20</u>
16.C	<u>Severability</u>	<u>20</u>
16.D	<u>Interpretation</u>	<u>21</u>
16.E	<u>Binding Effect and Amendment</u>	<u>21</u>
16.F	<u>Exercise of Our Judgment</u>	<u>21</u>
16.G	<u>Notices</u>	<u>21</u>
16.H	<u>No Related Party Liability</u>	<u>22</u>
16.I	<u>No Waiver or Disclaimer of Reliance in Certain States</u>	<u>22</u>

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH ~~2025~~2026

SECTION 1. PARTIES AND SYSTEM

1.A ~~Parties~~**Parties**. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Baskin-Robbins restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a “Baskin-Robbins Restaurant”). The franchisee, location of the Baskin-Robbins Restaurant covered by this Agreement (the “Restaurant”), Term and certain other terms of this Agreement are as specified in the accompanying Contract Data Schedule.

1.B **Business Entity Franchisee**. If you are a corporation, limited liability company or other entity, then you agree that:

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Baskin-Robbins Restaurants (and, if applicable, Dunkin’ restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. “Owner” means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a “Guaranty”), the current version of which is attached to this Agreement.

1.C **System**~~System~~. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Baskin-Robbins franchise system, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify (the “System”). In connection with the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin (collectively, the “Proprietary Marks”), as well as copyrights. We also have the right to periodically establish and modify “Standards” for various aspects of the System and the development and operation of Baskin-Robbins Restaurants that include the location, physical characteristics and quality of operating systems and other aspects of restaurants; the products sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brand, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize Baskin-Robbins Restaurants. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for one or more Baskin-Robbins

Restaurants. As franchisee, you have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A Grant of Rights. Accordingly, for the Term, we grant you the license, and you accept the obligation, to operate the Restaurant at the location specified in the accompanying Contract Data Schedule as a Baskin-Robbins Restaurant using our System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement.

2.B Term and Renewal Term. This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have an option to renew the right and obligation to operate the Restaurant as a Baskin-Robbins Restaurant for one (1) additional term of ten (10) years (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

(1) you must have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than thirty-six (36) months before the end of the Term (the “Renewal Notice Period”);

(2) you must have maintained the Standards and otherwise substantially complied with the terms and conditions of this Agreement (and any lease with us or our affiliate, if applicable) throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your payments and other liabilities and obligations to us under this Agreement (and any lease with us or our affiliate) or otherwise must be current through the expiration of the Term; and

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Baskin-Robbins Restaurant at those premises according to our then current standards and process before the expiration of the Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party’s indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you execute that Franchise Agreement.

2.C Non-Exclusive License~~Non-Exclusive License~~. This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license

others to operate Baskin-Robbins Restaurants and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

3.A ~~Development~~Development. If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate appurtenant to the Restaurant (collectively, the “Premises”) must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

3.B Lease or Purchase. If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of “Option to Assume the lease-Lease.” If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at “triple-net” fair market value rent for comparable Baskin-Robbins Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C Opening~~Opening~~. You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

SECTION 4. TRAINING AND ASSISTANCE

4.A Training~~Training~~. Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and other Restaurant personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, at the Restaurant or other site, or through the Internet or other electronic media. You

agree to timely and successfully complete, and to require your management and other employees to timely and successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees. If you are a new Baskin-Robbins franchisee, or if you are a franchisee entering the System through the acquisition of an existing Baskin-Robbins Restaurant, or if we reasonably determine that you require additional training, you agree to complete the additional training within the reasonable timeframe we require and you must pay the Initial Training Fee set forth in the Contract Data Schedule.

4.B Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. If the Restaurant fails to meet Standards, then in addition to our other remedies, we may require you, your management and other Restaurant personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance~~Assistance~~. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Baskin-Robbins Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant's construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant's managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Baskin-Robbins Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may have from time to time, particular consent, approval, and other rights pursuant to specific programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A Initial Franchise Fee. You must pay us the Initial Franchise Fee specified in the Contract Data Schedule in accordance with the ~~SDADA~~ or, if this Agreement is not being executed pursuant to an ~~SDADA~~, then upon executing this Agreement.

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

5.C Continuing Franchise Fee. On or before Thursday of each week, you agree to pay us a Continuing Franchise Fee in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D Continuing Advertising Fee. On or before Thursday of each week, you agree to pay us a Continuing Advertising Fee in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

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

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

5.G Late Fees, Interest and Costs. If you are late in paying all or part of any fee or other amount due to us or our affiliate, then without limiting our other remedies, you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, that we and our affiliates incur to collect fees that are due.

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

SECTION 6. ADVERTISING AND MARKETING

6.A Fund~~Fund.~~ We have established and administer The Baskin-Robbins Advertising and Sales Promotion Fund (the “Fund”), and direct the development of all advertising, marketing and promotional programs for the System. We may use up to twenty percent (20%) of Continuing Advertising Fees for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the brand. The balance, including any interest earned by the Fund, will be used for advertising and related expenses. The content of all activities of the Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by us. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Fund, or to ensure that you benefit directly or on a pro rata basis from the Fund's activities. Upon your request, we will provide you with an audited statement of receipts and disbursements for the Fund that is audited by an independent, certified public accountant, for each fiscal year of the Fund.

6.B Local Marketing~~Local Marketing~~. If you prepare (or cause to be prepared) any advertising, marketing, promotional, customer relationship management, public relations and other brand-related programs for the Restaurant (collectively, “Local Marketing”) materials or programs, then you must submit the materials and programs and their proposed use to us for our prior written approval in advance of any use. You may not

use any Local Marketing materials or programs that we have not approved or have disapproved. You also must comply with any Standards and other guidelines that we periodically specify concerning any Local Marketing that you implement.

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

SECTION 7. RESTAURANT OPERATIONS

7.A ~~Standards~~Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, as we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) keep the Restaurant open and in continuous operation for the days and hours we periodically prescribe, and use the Restaurant and Premises only as a Baskin-Robbins Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant's market, and/or other factors we deem relevant);

(2) install and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the "Operating Assets") that we approve, and replace them as we may specify;

(3) install and use a retail and back office information system and related equipment and programs that we periodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we periodically specify;

(4) use only the inventory, supplies, materials, and other products and services for the Restaurant that we periodically specify;

(5) sell all products that we periodically specify as mandatory, sell only those products that we periodically approve, and maintain a sufficient supply of all approved products to meet customer demands at all times;

(6) adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, and use only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) comply with all of requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard

the confidentiality and security of customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

(11) place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier(s) prescribe from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier(s) prescribe from time to time. We or our approved and designated supplier(s) may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not timely placed.

7.B Compliance with Laws. You agree to comply at all times with all laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C Inspections~~Inspections~~. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours, to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and

discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

7.F Designated and Approved Suppliers. During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A Repairs and Maintenance. You agree to continuously maintain the Restaurant and Premises, including all Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

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

SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

9.A Ownership of Proprietary Marks. Your right to use the Proprietary Marks is derived only from this Agreement and is limited to operating the Restaurant according to this Agreement and all Standards we implement during the Term. You may not sublicense the Proprietary Marks. Your unauthorized use of the Proprietary Marks is a breach of this Agreement and infringes our and our licensor's rights in the Proprietary Marks. Your use of the Proprietary Marks and any goodwill established by that use are for our and our licensor's exclusive benefit, and this Agreement does not confer any goodwill or other interests in the

Proprietary Marks upon you (other than the right to operate the Restaurant under this Agreement). All provisions of this Agreement relating to the Proprietary Marks apply to any additional and substitute trademarks and service marks that we periodically authorize you to use. Neither you nor your Owners may directly or indirectly at any time during or after the Term contest or assist others in contesting the validity, or our licensor's ownership, of the Proprietary Marks or register, apply to register, or otherwise seek to use or in any way control any Proprietary Mark or any confusingly similar form or variation of any Proprietary Mark.

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

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

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

9.E System Confidential Information. In this Agreement, "Confidential Information" means information relating to us or the Baskin-Robbins System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and

our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

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

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

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

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below), except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Baskin-Robbins Restaurant network; or (3) if required by law or any legal proceeding. “Franchisee Proprietary Information” means information about your or your Owners’ (and/or your or their affiliates’) ownership, capital structure or financial results that would by its nature, be considered by a reasonable person to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. RESTRICTIVE COVENANTS

10.A ~~Acknowledgements~~Acknowledgements. You acknowledge that as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our Confidential Information with you and granting you a license to operate the Restaurant and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Baskin-Robbins Restaurant network.

10.B Covenants During the Term. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

- (1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of ice cream and/or other frozen treat(s) (other than another Baskin-Robbins Restaurant operating under a franchise agreement with us) (a “Competitive Business”);
- (2) divert or attempt to divert any Baskin-Robbins Restaurant business or customer or prospective customer away from the Restaurant or another Baskin-Robbins Restaurant;
- (3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Baskin-Robbins Restaurant; or
- (4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Baskin-Robbins Restaurant.

10.C Covenants After the Term~~Covenants After the Term~~. For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer pursuant to Section 13 (the “Post-Term Period”), neither you nor any of your Owners, officers, directors or guarantors may have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any Competitive Business that is located at the Premises or within five (5) miles from the Premises or any other Baskin-Robbins Restaurant that is then open or under development. The Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.

10.D Exclusions~~Exclusions~~. The restrictions in Sections 10.B and 10.C shall not apply to the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

10.E ~~Acknowledgements~~Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section

10 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 10 will be valid and enforceable.

SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.A ~~Maintaining Records~~Maintaining Records. You must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally accepted accounting principles. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B ~~Reporting~~Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements for the Restaurant on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C Audit of Records. Within fifteen (15) days after our request and at our option, you agree to (1) photocopy and deliver to us those required records that we specify, or (2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by our representatives. You also hereby grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

SECTION 12. INSURANCE AND INDEMNIFICATION

12.A Insurance.

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

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

(2) Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 12.B.

12.B ~~Indemnification~~Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the “Indemnified Parties”), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys’ fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Baskin-Robbins Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Baskin-Robbins brand or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party’s interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys’ fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any other written contract between us or in any program or offering in which you participate, such as our Loyalty Program, such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

13.A Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership,

possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

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

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

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

- (1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;
- (2) you have satisfied all of your outstanding obligations to us, the Restaurant and Premises are in compliance with our Standards, and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;
- (3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners execute our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the franchised business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E Transfer Fee~~Transfer Fee~~. At transfer, you must pay us a Transfer Fee equal to Seven Thousand Five Hundred Dollars (\$7,500), whether or not we exercise our rights in Section 13.G. In lieu of the Transfer Fee above, we will only charge the applicable, then-current Fixed Documentation Fee published by us from time to time for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse(s) or children of any of the individuals who are Owners as of the Effective Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

13.F Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 13.

13.G Right of First Refusal. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and the Standards). You must comply with our Standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise our right of first refusal) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days

after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

SECTION 14. DEFAULT AND TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

- (1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;
- (2) there is any unauthorized transfer or assignment in violation of Section 13;
- (3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;
- (4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;
- (5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Baskin-Robbins Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;
- (6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Baskin-Robbins Restaurant, for an unauthorized purpose;
- (7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;
- (8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant, other than a ~~Store~~-Development Agreement, is terminated before its term expires, regardless of the reason;
- (9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;
- (10) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's assets is sold at

levy; provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then-current form of Guaranty;

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

Notwithstanding the foregoing, if a default is curable under this Agreement, and any applicable law in the state in which the Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.B ~~Additional Remedies~~Additional Remedies. In addition to our other rights and remedies, we also have the following remedies:

(1) If we believe a condition at the Premises or the Restaurant or of any product sold poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect those persons, and the goodwill enjoyed by our Proprietary Marks and System, including any or all of the following: (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; (ii) immediately removing or destroying (or requiring you to immediately remove and destroy) any products that we suspect are contaminated; and (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct that condition on demand. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection.

(2) If we notify you that you have not complied with a Standard involving the condition of the Restaurant, including maintenance, repair, and cleanliness, and you fail to correct that non-compliance within thirty (30) days, then we and our representative es may enter the Restaurant and Premises, without being guilty of or liable for trespass or tort, and correct the condition at your expense.

(3) If you repeatedly fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C ~~Enforcement Expenses~~Enforcement Expenses. You agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, that we incur in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D ~~Injunctive Relief~~Injunctive Relief. Because of the importance of your compliance with Standards to protect our System, the Baskin-Robbins Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient remedy for your breach of any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith and applies generally to Baskin-Robbins Restaurants in the same geographic region and that are similarly situated with the Restaurant.

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no longer an authorized franchisee and the Restaurant is no longer an authorized Baskin-Robbins Restaurant or eligible to receive products and services as a Baskin-Robbins Restaurant;

(2) you must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee, and must immediately cease all use of our Proprietary Marks, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Baskin-Robbins Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System;

(3) within ten (10) days after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our Manuals, plans, and other documents containing our Standards or other intellectual property; and

(4) upon our request within thirty (30) days after expiration or termination, you must (a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks; (b) make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other Baskin-Robbins Restaurants so as to prevent a likelihood of confusion by the public; (c) disconnect and cease using any telephone numbers that are connected to our Proprietary Marks name; and (d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this subsection (4). If you fail or refuse to comply with the requirements of this subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, and you agree to reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the reputation of the Baskin-Robbins Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and

other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Baskin-Robbins restaurants then being acquired) (the "Purchased Assets"). The purchase price for the Purchased Assets (the "Purchase Price") will be their fair market value, but not as a Baskin-Robbins Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Baskin-Robbins Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law~~Governing Law~~. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY

MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D ~~Claims Not a Defense~~Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

SECTION 16. MISCELLANEOUS

16.A ~~Relationship of the Parties~~Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

16.B ~~Waivers~~Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement or any Standard applies only to that one breach and that one provision or Standard, and not to any subsequent breach of that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

16.C ~~Severability~~Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D ~~Interpretation~~Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the Manuals, Standards and System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Baskin-Robbins Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Baskin-Robbins Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Baskin-Robbins Restaurants.

16.G ~~Notices~~Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as you and we provide each other in writing; provided, however, that we may also send notice to you at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as you may provide to us in writing. All notices to us shall be sent to us "c/o Dunkin'- Brands, Inc., as Manager, Attention: Legal Department."

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from

this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

16.I No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

[signature page to follow]

~~Intending~~IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, ~~the parties~~ have duly executed and delivered this ~~agreement~~Agreement as of the ~~date and year first written above~~Effective Date.

BASKIN-ROBBINS FRANCHISING LLC

By: _____

~~-Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

~~WITNESS/ATTEST:~~

~~-Entity~~

By: _____

By: _____

Print Name: _____

~~Print Name:~~ _____, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given ~~this ____ day of _____, 20__~~ as of the Effective Date of the Agreement, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the “Agreement”) on this date by **BASKIN-ROBBINS FRANCHISING LLC** (“Baskin-Robbins”), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Franchisee”) will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to ~~personably~~ personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor’s failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Baskin-Robbins’ entering into the Agreement with Franchisee; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins’ pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a “creditor” of Franchisee under any applicable bankruptcy law with respect to Franchisee’s obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any

action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]_____,
individually

[Print Name]_____, individually

[Signature]_____,
individually

[Print Name]_____, individually

[Signature]

[Print Name]

[Signature]

[Print Name]

[Note to Drafter: For a corporate guarantor, remove “individually” and add the signatory’s title and entity name.]

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION

You hereby represent and warrant that your ownership and/or legal composition is as follows:

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.
2. Individual Name or Entity Name: _____

~~(This should be the individuals or the Licensee/Franchisee to which the License/Franchise Agreement is issued.)~~

[Note to Drafter: #2 should indicate the individual or the franchisee entity that is being granted a franchise agreement.]

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No ~~PO~~P.O. Box #'s):

5. Owners:

Name	Address	Email Address	% Ownership & Title

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

Name	Address	Email Address	Title

Our Initials

Your Initials

Date: _____

A

EXHIBIT C-2
TO THE BASKIN-ROBBINS FDD
COMBO FRANCHISE AGREEMENT

SDA # _____

PCDA# _____

**DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT
FRANCHISE AGREEMENT**

This Franchise Agreement ("Agreement"), dated _____, 202__ (the "Effective Date"), is made by and between **DUNKIN' DONUTS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Dunkin'"), **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) _____ and/or _____ entity:

_____ (individually or collectively referred to as "you" or "your").

CONTRACT DATA SCHEDULE

A. Location of the Restaurant:

(number)	(street)	(city or town)	(state)	(zip code)

B. SDADA. This Agreement is being executed, and the Restaurant is being developed, pursuant to the ~~Store~~-Development Agreement dated as of _____, 20__ between us and you (or your affiliate) (as amended, the "SDADA"). ~~OR~~ [Note to Drafter: Complete the preceding sentence OR retain the following sentence.] This Agreement is not being executed pursuant to any ~~Store~~-Development Agreement ("SDADA").

C. Term: The "Term" of this Agreement begins on the Effective Date and ends _____ () years after the first date the Restaurant opens to serve the general public (the "Opening Date"), ~~or, if~~ (If available: which date is _____). [Note to Drafter: Complete the preceding sentence OR complete the following sentence.] The "Term" of this Agreement begins on the Effective Date and ends on _____ (the Restaurant is an existing Restaurant as of the Effective Date, ~~only~~ _____).

D. Required Opening Date: The "Required Opening Date" means the date which is ~~fifteen (15) months~~ after the Effective Date ~~or [_____], 202__,~~ However, if we and you executed a Development Agreement that specifies the date by which the Restaurant ~~must~~ be open ~~pursuant to the SDA,~~ you must open the Restaurant on or before that date.

E. Initial _____ Franchise _____ Fee: _____ dollars
(\$_____).

F. Marketing _____ Start-Up _____ Fee: _____ dollars
(\$_____) for current event; per Standards for all subsequent branding or re-branding events

G.1. Continuing Franchise Fee Rate: _____ percent
(__%) of Gross Sales

- G.2. Continuing Training Fee: _____ dollars (\$_____) due upon execution, and annually thereafter at the then-current rate
- H. Continuing Advertising Fee Rate: ~~--FIVE--~~ percent (5.0%) of Gross Sales
- I.1. Remodel Date: If the Restaurant is a new Combo Restaurant, the date which is **ten (10) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.
- I.2. Refurbishment Date: If the Restaurant is a new Combo Restaurant, the dates which are **five (5) years** and **fifteen (15) years** after the Opening Date, or, if the Restaurant is an existing Restaurant as of the Effective Date, on _____.
- J. Address for notice to you shall be at the Restaurant, unless another address is inserted here:

- K. The approved source of bakery supply for this Restaurant is _____. You may not change your source of bakery supply without our prior written approval (which shall not be unreasonably withheld).
- L. Exhibit A: Statement of Legal Composition

Form last revised March ~~2025~~2026

Table of Contents

	<u>Page</u>
<u>SECTION 1. PARTIES AND SYSTEM</u>	<u>1</u>
<u>1.A Parties</u>	<u>1</u>
<u>1.B Business Entity Franchisee</u>	<u>1</u>
<u>1.C System</u>	<u>1</u>
<u>SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL</u>	<u>2</u>
<u>2.A Grant of Rights</u>	<u>2</u>
<u>2.B Term and Renewal Term</u>	<u>2</u>
<u>2.C Non-Exclusive License</u>	<u>2</u>
<u>SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT</u>	<u>3</u>
<u>3.A Development</u>	<u>3</u>
<u>3.B Lease or Purchase</u>	<u>3</u>
<u>3.C Opening</u>	<u>3</u>
<u>SECTION 4. TRAINING AND ASSISTANCE</u>	<u>3</u>
<u>4.A Training</u>	<u>3</u>
<u>4.B Costs for Training</u>	<u>4</u>
<u>4.C Assistance</u>	<u>4</u>
<u>4.D Franchisee Advisory Council</u>	<u>4</u>
<u>SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES</u>	<u>4</u>
<u>5.A Initial Franchise Fee</u>	<u>4</u>
<u>5.B Marketing Start-Up Payment</u>	<u>4</u>
<u>5.C Continuing Franchise Fee</u>	<u>4</u>
<u>5.D Continuing Advertising Fee</u>	<u>4</u>
<u>5.E Gross Sales</u>	<u>5</u>
<u>5.F Taxes on Fees</u>	<u>5</u>
<u>5.G Late Fees, Interest and Costs</u>	<u>5</u>
<u>5.H Gross Sales Reporting and EFT</u>	<u>5</u>
<u>SECTION 6. ADVERTISING AND MARKETING</u>	<u>5</u>
<u>6.A Fund</u>	<u>5</u>
<u>6.B Local Marketing</u>	<u>6</u>
<u>6.C Additional Baskin-Robbins Marketing</u>	<u>6</u>
<u>SECTION 7. RESTAURANT OPERATIONS</u>	<u>6</u>
<u>7.A Standards</u>	<u>6</u>
<u>7.B Compliance with Laws</u>	<u>7</u>
<u>7.C Inspections</u>	<u>7</u>
<u>7.D Determination of Prices</u>	<u>7</u>
<u>7.E Standards and Conditions of Employment</u>	<u>7</u>
<u>7.F Designated and Approved Suppliers</u>	<u>8</u>
<u>7.G Customer Complaints, Hazardous Conditions and Violations</u>	<u>8</u>
<u>SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL</u>	<u>8</u>
<u>8.A Repairs and Maintenance</u>	<u>8</u>
<u>8.B Refurbishment and Remodel</u>	<u>8</u>
<u>SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS</u>	<u>9</u>
<u>9.A Ownership of Proprietary Marks</u>	<u>9</u>
<u>9.B Use of Proprietary Marks</u>	<u>9</u>
<u>9.C Notification of Infringements and Control of Proceedings</u>	<u>9</u>
<u>9.D Indemnification for Use of Proprietary Marks</u>	<u>9</u>
<u>9.E System Confidential Information</u>	<u>9</u>
<u>9.F Innovations</u>	<u>10</u>
<u>9.G Franchisee Proprietary Information</u>	<u>10</u>

<u>SECTION 10. RESTRICTIVE COVENANTS</u>	<u>11</u>
10.A <u>Acknowledgements</u>	<u>11</u>
10.B <u>Covenants During the Term</u>	<u>11</u>
10.C <u>Covenants After the Term</u>	<u>11</u>
10.D <u>Exclusions</u>	<u>11</u>
10.E <u>Acknowledgements</u>	<u>12</u>
<u>SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS</u>	<u>12</u>
11.A <u>Maintaining Records</u>	<u>12</u>
11.B <u>Reporting</u>	<u>12</u>
11.C <u>Audit of Records</u>	<u>12</u>
<u>SECTION 12. INSURANCE AND INDEMNIFICATION</u>	<u>12</u>
12.A <u>Insurance</u>	<u>12</u>
12.B <u>Indemnification</u>	<u>13</u>
<u>SECTION 13. TRANSFERS</u>	<u>13</u>
13.A <u>Transfer by Us</u>	<u>13</u>
13.B <u>Transfer by You – Defined</u>	<u>14</u>
13.C <u>Conditions for Our Approval of Non-Control Transfer</u>	<u>14</u>
13.D <u>Conditions for Our Approval of Control Transfer</u>	<u>14</u>
13.E <u>Transfer Fee</u>	<u>15</u>
13.F <u>Transfer on Death</u>	<u>16</u>
13.G <u>Right of First Refusal</u>	<u>16</u>
<u>SECTION 14. DEFAULT AND TERMINATION</u>	<u>16</u>
14.A <u>Termination by Us</u>	<u>16</u>
14.B <u>Additional Remedies</u>	<u>18</u>
14.C <u>Enforcement Expenses</u>	<u>18</u>
14.D <u>Injunctive Relief</u>	<u>18</u>
14.E <u>Obligations Upon Termination and Expiration</u>	<u>18</u>
14.F <u>Option to Purchase</u>	<u>19</u>
14.G <u>Option to Assume Lease</u>	<u>20</u>
<u>SECTION 15. DISPUTE RESOLUTION</u>	<u>20</u>
15.A <u>Governing Law</u>	<u>20</u>
15.B <u>Choice of Forum</u>	<u>20</u>
15.C <u>Waiver of Punitive Damages and Jury Trial</u>	<u>20</u>
15.D <u>Claims Not a Defense</u>	<u>20</u>
<u>SECTION 16. MISCELLANEOUS</u>	<u>20</u>
16.A <u>Relationship of the Parties</u>	<u>20</u>
16.B <u>Waivers</u>	<u>21</u>
16.C <u>Severability</u>	<u>21</u>
16.D <u>Interpretation</u>	<u>21</u>
16.E <u>Binding Effect and Amendment</u>	<u>22</u>
16.F <u>Exercise of Our Judgment</u>	<u>22</u>
16.G <u>Notices</u>	<u>22</u>
16.H <u>No Related Party Liability</u>	<u>22</u>
16.I <u>No Waiver or Disclaimer of Reliance in Certain States</u>	<u>22</u>

GUARANTY

EXHIBIT A – STATEMENT OF LEGAL COMPOSITION

TERMS AND CONDITIONS
© AND EFFECTIVE AS OF MARCH ~~2025~~2026

SECTION 1. PARTIES AND SYSTEM

1.A Parties. This Agreement is our grant of a non-exclusive license to you, and your assumption of your obligation, to develop and operate a Dunkin' and Baskin-Robbins combination restaurant business operating under the System (defined below) and the Proprietary Marks (defined below) (a "Combo Restaurant"). The franchisee, location of the Combo Restaurant covered by this Agreement (the "Restaurant"), Term and certain other terms of this Agreement are as specified in the accompanying Contract Data Schedule.

1.B Business Entity Franchisee. If you are a corporation, limited liability company or other entity, then you agree that:

(1) your organizing documents shall provide that your purpose is limited to, and your business, operations and assets shall be limited to, developing, acquiring, owning and operating one or more Combo Restaurants (and, if applicable, Dunkin' and/or Baskin-Robbins restaurants) and conducting all business and financing activities related to those restaurants or as otherwise permitted by this Agreement, and except as provided below, you may not guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets with respect to any business that is not related to those restaurants (although, if the Restaurant is in a shopping center or other site with multiple retail locations that your affiliate owns, then we will not unreasonably withhold our approval if you request to guarantee, co-sign, lend credit, pledge, mortgage or otherwise grant a security interest in any of your assets to secure a mortgage or other loan to that affiliate covering that site);

(2) Exhibit A to this Agreement completely and accurately describes all of your Owners (defined below) and their ownership interests in you. "Owner" means any person or entity holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) in you; and

(3) each Owner must execute an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

1.C System. As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Dunkin' and Baskin-Robbins franchise systems, which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify (the "System"). In connection with the System, we own or have the right to license certain intellectual property. This property, all of which we may periodically develop and modify, includes trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin (collectively, the "Proprietary Marks"), as well as copyrights. We also have the right to periodically establish and modify "Standards" for various aspects of the System and the development and operation of Combo Restaurants that include the location, physical characteristics and quality of operating systems and other aspects of restaurants; the products sold and services provided; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the timely marketing of products and our brands, including execution of marketing windows; and all other things that we periodically specify affecting the experience of consumers who patronize Combo Restaurants. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout the System, and we may from time to time vary Standards as we deem necessary or desirable for one or more Combo Restaurants. As franchisee, you

have the right and accept the obligation and responsibility to exercise day-to-day control over your franchised business to meet the Standards.

SECTION 2. GRANT OF FRANCHISE, TERM AND RENEWAL

2.A **Grant of Rights.** Accordingly, for the Term, we grant you the license, and you accept the obligation, to operate the Restaurant at the location specified in the accompanying Contract Data Schedule as a Combo Restaurant using our System and the Proprietary Marks, only in accordance with our Standards and the other terms of this Agreement.

2.B **Term and Renewal Term.** This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have an option to renew the right and obligation to operate the Restaurant as a Combo Restaurant for one (1) additional term of twenty (20) years (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

(1) you must have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than thirty-six (36) months before the end of the Term (the “Renewal Notice Period”);

(2) you must have maintained the Standards and otherwise substantially complied with the terms and conditions of this Agreement (and any lease with us or our affiliate, if applicable) throughout the Term; we have not sent you more than three (3) notices to cure or other notices of default under this Agreement over the course of the ten (10)-year period immediately preceding your delivery of the notice to renew in Section 2.B(1) and have not sent you any notice to cure or other notice of default under this Agreement after you provide that notice until the end of the Term; you must not have any uncured defaults under this Agreement at the time you provide that notice; and all your payments and other liabilities and obligations to us under this Agreement (and any lease with us or our affiliate) or otherwise must be current through the expiration of the Term; and

(3) you (a) have demonstrated to us that you have obtained a lease extension or new lease for the Premises (defined below) covering the Renewal Term on terms that meet our requirements and you Remodel the Restaurant on or before the expiration of the Term, in accordance with Section 8.A; or (b) if we reasonably determine, based on our review of the site and other economic factors impacting the market, that the Restaurant should be relocated, you secure a substitute premises that we accept and develop the Combo Restaurant at those premises according to our then current standards and process before the expiration of the Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party’s indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of Franchise Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new franchisees at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you execute that Franchise Agreement.

2.C **Non-Exclusive License.** This license is non-exclusive and relates solely to the single Restaurant location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate

Combo Restaurants, Dunkin' restaurants, Baskin-Robbins restaurants, and other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose. We may use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant.

SECTION 3. DEVELOPMENT AND OPENING OF THE RESTAURANT

3.A **Development.** If you have not yet located an accepted Premises as of the Effective Date, then although we may assist you in your search, it is solely your responsibility to search for and propose to us a site on which to develop the Restaurant, and you must deliver to us for our review a complete site report and other materials and information we request for a suitable site in time to open the Restaurant on or before the Required Opening Date. You may only develop the Restaurant at a site that we have accepted. You agree that the Restaurant and any parking area or other real estate appurtenant to the Restaurant (collectively, the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises. You may not deviate from our approved plans, specifications and requirements without our prior written approval. Any plans that we provide to you, and our approval of any plans you submit to us, relate solely to compliance with our Standards and should not be construed as a representation or warranty that the plans comply with applicable laws and regulations. That responsibility is solely yours. At our written request, you must promptly correct any unapproved deviations in the development of the Restaurant or Premises.

3.B **Lease or Purchase.** If you have not already done so before executing this Agreement, you must submit to us the proposed purchase agreement or lease for the Premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Premises from an unaffiliated landlord, the landlord must agree to our then-current form of Option to Assume the lease. If you or your affiliate directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute (or cause your affiliate to execute) our then-standard agreement (containing reasonable and customary terms and conditions) giving us the option to lease the Premises from you (or your affiliate) upon expiration or termination of this Agreement or any lease relating to the Restaurant or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at "triple-net" fair market value rent for comparable Combo Restaurant locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

3.C **Opening.** You must open and begin operating the Restaurant, in accordance with the Standards and other provisions of this Agreement, on or before the Required Opening Date specified in the Contract Data Schedule. You may not open and begin operating the Restaurant until you have finished developing the Restaurant and Premises according to our Standards, you satisfy our other pre-opening requirements, and you obtain our approval to open.

SECTION 4. TRAINING AND ASSISTANCE

4.A **Training.** Before the Restaurant opens for business, and from time to time thereafter, we will make various mandatory and optional training programs regarding Standards that we have developed or obtained available to you, your management and other Restaurant personnel to assist you in meeting Standards. We will conduct some training programs regarding Standards, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted, at our option, at the Restaurant or other site, or through the Internet or other electronic media. You agree to timely and successfully complete, and to require your management and other employees to timely and

successfully complete, all training that we designate as mandatory regarding Standards. Some training programs or systems may require the payment of fees.

4.B Costs for Training. You are responsible for your costs incurred in receiving any Standards training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. If the Restaurant fails to meet Standards, then in addition to our other remedies, we may require you, your management and other Restaurant personnel to participate in additional training programs at your expense, and you may be required to reimburse us for the costs of providing such training.

4.C Assistance. We will maintain a continuing advisory relationship with you by providing such assistance as we periodically deem appropriate regarding the development and operation of a Combo Restaurant. We may require that you designate an individual who satisfies the training and other requirements we periodically specify as our primary contact. We may advise you on the Restaurant's construction, design, layout, equipment, maintenance, repair and remodeling; on the training of your Restaurant's managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on other aspects of Combo Restaurant operations. We will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards.

4.D Franchisee Advisory Council. We have established a franchisee advisory council comprised of members elected by franchisees in accordance with an election process we periodically specify as well as members appointed by us. We will consult with this group or its successor from time to time. This council will serve solely in an advisory capacity with respect to the matters contemplated by this Agreement, provided that the council currently has, and may have from time to time, particular consent, approval, and other rights pursuant to specific programs, arrangements or policies that we periodically establish and modify, or under other agreements with us.

SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.A Initial Franchise Fee. You must pay us the Initial Franchise Fee specified in the Contract Data Schedule in accordance with the ~~SDADA~~ or, if this Agreement is not being executed pursuant to an ~~SDADA~~, then upon executing this Agreement.

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

5.C Continuing Franchise Fee. On or before Thursday of each week, you agree to pay us a Continuing Franchise Fee in an amount equal to (1) the Gross Sales (defined below) of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Franchise Fee percentage stated in the Contract Data Schedule. We will specify the means and manner of payment from time to time, in writing.

5.D Continuing Advertising Fee. On or before Thursday of each week, you agree to pay us a Continuing Advertising Fee in an amount equal to (1) the Gross Sales of the Restaurant for the seven (7)-day period ending at the close of business on Saturday, twelve (12) days previous, multiplied by (2) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid

at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

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

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

5.G Late Fees, Interest and Costs. If you are late in paying all or part of any fee or other amount due to us or our affiliate, then without limiting our other remedies, you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, that we and our affiliates incur to collect fees that are due.

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

SECTION 6. ADVERTISING AND MARKETING

6.A Fund. Dunkin' has established and administers The Dunkin' Advertising and Sales Promotion Fund (the “Dunkin’ Fund”), and directs the development of all advertising, marketing and promotional programs for the Dunkin’ System. Furthermore, Baskin-Robbins has established and administers The Baskin-Robbins Advertising and Sales Promotion Fund (the “BR Fund”), and directs the development of all advertising, marketing and promotional programs for the Baskin-Robbins System. We may use up to twenty percent (20%) of Continuing Advertising Fees for the administrative expenses of the Dunkin’ Fund and/or BR Fund, and for programs designed to increase sales and further develop the reputation and image of the brands. The balance, including any interest earned by the Dunkin’ Fund and/or BR Fund, will be used for advertising and related expenses. The content of all activities of the Dunkin’ Fund and BR Fund, including the media selected and employed, as well as the area and restaurants targeted for such activities, will be determined by Dunkin and Baskin-Robbins, accordingly. We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Dunkin’ Fund and/or BR Fund, or to ensure that you benefit directly or on a pro rata basis from the Dunkin’ Fund’s and/or BR Fund’s activities. Upon your request, Dunkin’ and Baskin-Robbins will provide you with an audited statement of receipts and disbursements for the Dunkin’ Fund and BR Fund, accordingly, that is audited by an independent, certified public accountant, for each fiscal year of the Dunkin’ Fund and/or BR Fund.

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

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

SECTION 7. RESTAURANT OPERATIONS

7.A Standards. You agree at all times to operate the Restaurant in accordance with all of our Standards, as we may implement and modify them from time to time. Without limiting the generality of the foregoing, among other things, you agree to:

(1) keep the Restaurant open and in continuous operation for the days and hours we periodically prescribe, and use the Restaurant and Premises only as a Combo Restaurant business, unless we give written approval to do otherwise (and we may vary the hours of operation for specific restaurants in our sole judgment based on, among other things, economic factors, the restaurant’s market, and/or other factors we deem relevant);

(2) install and use only equipment, fixtures, furnishings, fixtures, and signage for the Restaurant (the “Operating Assets”) that we approve, and replace them as we may specify;

(3) install and use a retail and back office information system and related equipment and programs that we periodically specify and whose information relating to the Restaurant or the business you operate under this Agreement is continuously accessible to us, for our access and use, through polling or other direct or remote means that we periodically specify. Unless we approve otherwise in writing, you will be required to use the retail information system approved by Dunkin’;

(4) use only the inventory, supplies, materials, and other products and services for the Restaurant that we periodically specify;

(5) sell all products that we periodically specify as mandatory, sell only those products that we periodically approve, and maintain a sufficient supply of all approved products to meet customer demands at all times;

(6) adopt and implement the training programs and materials for Restaurant personnel that we periodically specify, maintain a sufficient number of properly-trained managers and employees to render quick, competent and courteous service to Restaurant customers in accordance with our Standards, and use only employees that have literacy and fluency in the English language sufficient, in our reasonable opinion, to adequately communicate with customers if their duties include customer service;

(7) comply with all of requirements that we periodically specify, or that applicable law requires, relating to health, safety and sanitation;

(8) comply with Standards from us, prevailing industry standards (including payment card industry data security standards), all contracts to which you are a party or otherwise bound, and all applicable laws and regulations, as any of them may be modified from time to time, regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality and security of customer data on your computer system or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality and security of customer data;

(9) offer or sell any products to a third party for subsequent resale only with our prior written approval;

(10) comply with all requirements that we periodically specify relating to delivery service from the Restaurant (if we approve the Restaurant to offer delivery); and

(11) place orders with us or our approved and designated supplier(s) at such times and in such manner as we or our approved and designated supplier(s) prescribe from time to time. You will provide us or our approved and designated supplier(s) with a means of access to the Restaurant's frozen storage facility for delivery in accordance with regular route schedules as we or our approved and designated supplier(s) prescribe from time to time. We or our approved and designated supplier(s) may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not timely placed.

7.B Compliance with Laws. You agree to comply at all times with all laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Restaurant and Premises. You represent and warrant to us that none of your (or your Owners') property or interests is subject to being blocked under, and you and your Owners otherwise are not in violation of, Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, or any other federal, state, or local law, ordinance, regulation, policy, list or other requirement of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

7.C Inspections. You agree that our employees, representatives and agents have the right to enter the Restaurant and Premises, without notice during business hours, to determine your compliance with Standards and this Agreement. During the course of any such inspection, we may (among other things) photograph or video any part of the Restaurant; discuss Restaurant-related operations with the Restaurant's personnel, customers and prospective customers; and select ingredients, products, supplies, equipment and other items from the Restaurant to evaluate whether they comply with our Standards. We agree to establish (and may periodically modify) Standards requiring our employees, representatives and agents, as well as vendors and other third parties with whom we contract, to present reasonable identification upon your or your Restaurant manager's request before entering into restricted areas of the Restaurant which customers cannot typically access. We may require you to immediately remove non-conforming items from the Restaurant at your expense, and we may remove them at your expense if you do not remove them upon request.

7.D Determination of Prices. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.E Standards and Conditions of Employment. We and you agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Manuals or otherwise, are solely for your optional use. Those materials, guidance and assistance do not form part of the mandatory Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to the Restaurant's employees. You acknowledge that we do not dictate or control

labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Restaurant employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Restaurant employees, for all decisions concerning the hiring, firing and discipline of Restaurant employees, and for all other aspects of the Restaurant's labor relations and employment practices.

7.F Designated and Approved Suppliers. During the Term you must purchase or lease all Operating Assets, the retail information system and related equipment and programs, inventory, supplies, materials, and other products and services for the Restaurant only according to the Standards and, if we require, only from suppliers and/or distributors that we designate or approve from time to time (which may include or be limited to us or our affiliates). Currently you must acquire products for your Restaurant through the National DCP, LLC, the purchasing and distribution entity for the Combo Restaurant network. From time to time, we may enter into or require national or regional exclusive supply arrangements with one or more independent suppliers for certain approved products, subject to any then existing arrangements with National DCP, LLC. In evaluating the need for an exclusive supplier, we may take into account, among other things, the uniqueness of the product; the projected price and required volume of the product; the investment required and the ability of the supplier to meet the required quality and quantity of the product; the availability of qualified, alternative suppliers; the duration of the exclusivity; and the desirability of competitive bidding.

7.G Customer Complaints, Hazardous Conditions and Violations. You must promptly submit to us copies of any customer complaints relating to the Restaurant or Premises. You also must promptly submit to us any communications from public authorities about actual or potential violations of laws or regulations relating to the operation or occupancy of the Restaurant or Premises and otherwise notify us immediately if there exists any event or condition at the Restaurant or Premises that poses a threat to the health or safety of your customers. We may specify from time to time the manner of submission of this information to us.

SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.A Repairs and Maintenance. You agree to continuously maintain the Restaurant and Premises, including all Operating Assets, in the degree of cleanliness, orderliness, sanitation and repair as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Restaurant and Premises, including all Operating Assets, on an ongoing basis to ensure that your use and occupancy of the Restaurant and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions. You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

8.B Refurbishment and Remodel. No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Restaurant in accordance with our then-current refurbishment Standards as generally described below. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Restaurant in accordance with our then-current remodel Standards as generally described below, including those relating to Operating Assets. You are responsible for the costs of refurbishments and remodels. Our refurbishment Standards generally include enhancements, improvements or upgrades to exterior lighting and signage, pre-order board or other drive-thru equipment and signage, landscape design, new style wall covering and countertops, current seating and guest experience packages and/or production equipment or technology. Our remodel Standards generally include enhancements, improvements or upgrades to the site, building, equipment, technology and operational systems as necessary to bring the Restaurant up to the then-current Dunkin' and Baskin-Robbins brands' image and Standards.

SECTION 9. PROPRIETARY MARKS, CONFIDENTIAL INFORMATION AND INNOVATIONS

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

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

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

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

9.E **System Confidential Information.** In this Agreement, "Confidential Information" means information relating to us, the Dunkin' System, and the Baskin-Robbins System that is proprietary, provides a competitive

advantage to Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and is not generally available to the public, including development plans for Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants; certain proprietary information in the Manuals and Standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Combo Restaurants, Dunkin' restaurants, and Baskin-Robbins restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary Operating Assets and other products and services that Combo Restaurants, Dunkin' restaurants, and/or Baskin-Robbins restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing the Restaurant. We and our affiliates own all right, title and interest in and to the Confidential Information. You agree that you and your Owners:

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

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

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

9.G Franchisee Proprietary Information. We agree to keep confidential any Franchisee Proprietary Information (defined below) except: (1) in connection with anonymous general information disseminated to our franchisees, prospective franchisees, or other parties; (2) in the formulation of plans and policies in the interest of the Combo Restaurant network; or (3) if required by law or any legal proceeding. "Franchisee Proprietary Information" means information about your or your Owners' (and/or your or their affiliates') ownership, capital structure or financial results that would by its nature, be considered by a reasonable person

to be confidential; provided that Franchisee Proprietary Information does not include any information that is owned by us (or our affiliates) or otherwise is part of the definition of Confidential Information.

SECTION 10. RESTRICTIVE COVENANTS

10.A **Acknowledgements.** You acknowledge that as our franchisee, you (and your Owners and Restaurant personnel) will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our Confidential Information which will provide a competitive advantage to you. As a condition of training you, sharing our Confidential Information with you and granting you a license to operate the Restaurant and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Combo Restaurant, Dunkin' restaurant, and Baskin-Robbins restaurant network.

10.B **Covenants During the Term.** During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of coffee, baked goods, ice cream, and/or other frozen treats (other than another Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant operating under a franchise agreement with us) (a "Competitive Business");

(2) divert or attempt to divert any Combo Restaurant business or customer or prospective customer away from the Restaurant, another Combo Restaurant, Dunkin' restaurant or Baskin-Robbins restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Combo Restaurant, Dunkin' restaurant or Baskin-Robbins restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks, any Combo Restaurant, any Dunkin' restaurant, or any Baskin-Robbins restaurant.

10.C **Covenants After the Term.** For the first twenty-four (24) months following the expiration or termination of this Agreement or transfer pursuant to Section 13 (the "Post-Term Period"), neither you nor any of your Owners, officers, directors or guarantors may have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any Competitive Business that is located at the Premises or within five (5) miles from the Premises or any other Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant that is then open or under development. The Post-Term Period will be automatically extended, with respect to any persons covered by this Section 10.C who are not complying fully with this Section 10.C, for each day during which that person is not complying fully with this Section 10.C.

10.D **Exclusions.** The restrictions in Sections 10.B and 10.C shall not apply to the ownership of (1) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (2) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

10.E Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 10 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 10 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 10 will be valid and enforceable.

SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.A Maintaining Records. You must keep business records in the manner and for the time required by law and our Standards, and in accordance with generally accepted accounting principles. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five (5) years.

11.B Reporting. You must submit to us, in the form and manner we periodically specify, profit and loss statements for the Restaurant on a monthly basis, and, at our request, balance sheets for your fiscal half-year and year-end. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.C Audit of Records. Within fifteen (15) days after our request and at our option, you agree to (1) photocopy and deliver to us those required records that we specify, or (2) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by our representatives. You also hereby grant us the right (to the extent you have that right) to examine the records of your purchases kept by any of your suppliers or distributors, including the National DCP or any successor entities, and hereby authorize those suppliers and distributors to allow us to examine and copy those records at our own expense. If after we review your business records, which may include your business tax returns, we believe that intentional underreporting of Gross Sales may have occurred, then upon request, and in addition to our other remedies, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

SECTION 12. INSURANCE AND INDEMNIFICATION

12.A Insurance.

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

We and any affiliate we designate must be named as additional insureds as our respective interests appear, and all policies must contain provisions denying to the insurer acquisition of rights of recovery against any named insured by subrogation. All policies shall include a provision prohibiting cancellations or material changes without thirty (30) days' prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement. If such insurance coverage is not in effect, then in addition to our other

remedies, we have the right to purchase the necessary coverage for the Restaurant at your expense and to bill you for any premiums and costs. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions below.

(2) Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 12.B.

12.B Indemnification. You agree to defend, indemnify and hold us, our affiliates, and our and their respective owners, officers, directors, employees, agents, successors and assigns (collectively, the “Indemnified Parties”), harmless from all claims related in any way to your development, operation, possession or ownership of the Restaurant or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys’ fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, except as provided below, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us or any other Indemnified Party by law. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer. You will have the right to assume control of the defense of and otherwise respond to and address any claim or proceeding that is subject to this Section 12.B, provided however, that each Indemnified Party may at its election, by written notice to you, assume control of the defense of and otherwise respond to and address any such claim or proceeding, but only if (1) the claim or proceeding involves a class action or action that involves more than just the Restaurant and other Combo Restaurants that you or your affiliates own, (2) a negative decision in the claim or proceeding would reasonably be expected to have a material adverse impact on the Dunkin’ brand or Baskin-Robbins brand, or goodwill associated with the Proprietary Marks, or (3) you (or your insurance carrier) does not actively defend the Indemnified Party’s interests in the claim or proceeding. If the Indemnified Party assumes control of the defense of any claim or proceeding pursuant to the preceding sentence, then (a) the Indemnified Party shall be responsible for its own fees (including reasonable attorneys’ fees), costs and other expenses, and you may at your option retain separate co-counsel and otherwise participate in the defense at your sole cost and expense; and (b) your indemnification, defense and hold harmless obligations under this Section 12.B shall not apply with respect to that claim or proceeding. Your obligations under this Section 12.B will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. To the extent that this Section 12.B directly conflicts with any specific defense, hold harmless or indemnification provisions in any other written contract between us or in any program or offering in which you participate, such as the Dunkin’ and/or Baskin-Robbins Loyalty Program(s), such provisions will govern to the extent of such conflict.

SECTION 13. TRANSFERS

13.A Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you (or any of your Owners or affiliates) without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.B Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights

or obligations under this Agreement, nor the Restaurant or all or substantially all of the Operating Assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control of the Restaurant or the Operating Assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

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

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

13.C Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and execute our then-current form of Guaranty.

13.D Conditions for Our Approval of Control Transfer. Subject to Sections 13.E and 13.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any rights or obligations under this Agreement, any direct or indirect interest in the Restaurant or all or substantially all of the Operating Assets, or any Controlling Ownership Interest in you (if you are a business entity) (each a “Control Transfer”), that complies with the following:

- (1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor executes our then current form of Guaranty;
- (2) you have satisfied all of your outstanding obligations to us, the Restaurant and Premises are in compliance with our Standards, and you are otherwise in full compliance with this Agreement and all related agreements with us and our affiliates;
- (3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would

be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners execute our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the franchised business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations);

(5) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agree to repair and/or replace any Operating Assets and otherwise correct any deficiencies that we identify in the Restaurant or the Premises, and, if we require, refurbish or remodel the Restaurant and Premises according to our requirements; and

(6) the transferee (if the transfer is of this Agreement, the Restaurant or the Operating Assets) or you (if the transfer is of a direct or indirect ownership interest in you) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the Term, or (b) execute our then-current form of franchise agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement, except that the term of such franchise agreement shall be the remaining Term of this Agreement and the refurbishment and remodel dates shall be as set forth in this Agreement.

13.E **Transfer Fee.** At transfer, you must pay us a Transfer Fee as follows, whether or not we exercise our rights in Section 13.G.

(1) If you have not owned and operated the Restaurant for at least three (3) full years on the date the transfer occurs, you will pay the Transfer Fee set forth in the chart in Subsection (2) below plus an additional Twenty Thousand Dollars (\$20,000).

(2) If you have owned and operated the Restaurant for at least three (3) full years on the date the transfer occurs, you will pay the Transfer Fee stated below, based on the Restaurant's Gross Sales during the twelve (12)-month period ending as of the end of the reporting period immediately preceding the transfer's closing date, provided that we reserve the right to select another period or to make appropriate adjustments to such Gross Sales in the event extraordinary occurrences (e.g., road construction, fire or other casualty, etc.) materially affected the Restaurant's sales during that trailing twelve (12)-month period.

Gross Sales for the Trailing 12 Month Period	Transfer Fee
Less than \$400,000.00	\$12,500.00
\$400,000.00 or more, but less than \$600,000.00	\$13,500.00
\$600,000.00 or more, but less than \$1,000,000.00	\$15,500.00
\$1,000,000.00 or more, but less than \$1,400,000.00	\$19,500.00
\$1,400,000.00 or more	\$27,500.00

(3) In lieu of the Transfer Fee above, we will only charge the applicable, then-current Fixed Documentation Fee published by us from time to time for (a) a transfer of a Non-Controlling Ownership Interest; (b) any transaction in which the direct or indirect ownership interests in you are transferred to the spouse(s) or children of any of the individuals who are Owners as of the Effective

Date; (c) if an Owner who dies or becomes mentally incapacitated transfers all of their direct or indirect ownership interests in you to beneficiaries or heirs.

13.F Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement or in you to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 13.

13.G Right of First Refusal. If you or any of its Owners at any time determines to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and the Standards). Only Dunkin' or Baskin-Robbins will exercise the right of first refusal under this Section 13.G, and the franchisor that has the right of first refusal will be the brand that generated the most sales at the Restaurant during the twelve (12) months preceding receipt of the offer. You must comply with our Standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they executed the purchase and sale documents, including any applicable diligence periods (although our diligence period need not be more than thirty (30) days after we deliver our exercise our right of first refusal) and periods before closing. We may at our option assign our right of first refusal under this Section 13.G, without recourse, to any assignee, who will then have all of our rights under this Section 13.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 13.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

SECTION 14. DEFAULT AND TERMINATION

14.A Termination by Us. We may, at our option, terminate this Agreement, effective upon delivery of written notice of termination to you, if:

- (1) you lose the use or enjoyment of or the right to occupy the Premises, or the lease for the Premises is terminated, before the Term expires;
- (2) there is any unauthorized transfer or assignment in violation of Section 13;
- (3) there is any unauthorized use or disclosure of any Confidential Information in breach of this Agreement, or you or your Owners breach any provision of Section 10;
- (4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) you or any of your Owners commits a fraud upon us, our affiliate or any third party relating to the Restaurant or any other Combo Restaurant or your acquisition of your rights under this Agreement, including by intentionally understating or underreporting Gross Sales;

(6) you or any of your affiliates uses or permits the use of the Restaurant or Premises, or any other Combo Restaurant, for an unauthorized purpose;

(7) you abandon the Restaurant or you cease to operate the Restaurant for a period of forty-eight (48) hours without our prior written consent, unless you close the Restaurant for a purpose we approve or in response to a fire or other casualty, and, with respect to any such cessation of operations, you have not resumed operations within twenty-four (24) hours after delivery of written notice to you;

(8) any other franchise agreement or other agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant, other than a ~~Store~~ Development Agreement, is terminated before its term expires, regardless of the reason;

(9) we deliver to you written notice of your failure to comply with this Agreement on three (3) or more separate occasions for the same or a substantially similar default within the immediately preceding twelve (12)-month period, whether or not any of these failures are corrected after we deliver written notice to you;

(10) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor's insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver, trustee or other custodian for the Restaurant or your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's assets is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 14.A(10) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(11) you violate any law, regulation, order or Standard relating to health, sanitation or safety, and do not (a) immediately destroy any product or correct any situation that, in our opinion, poses an imminent risk to public health and safety; and (b) otherwise correct the failure within twenty-four (24) hours after notice of that violation or situation is delivered to you;

(12) you fail to pay us (or our affiliate) any amounts due, whether arising under this Agreement or any other agreement, or you fail to maintain the insurance required under this Agreement, and in either case do not correct the failure within seven (7) days after we deliver written notice of that failure to you; or

(13) you fail to comply with any other provision of this Agreement or any mandatory Standard, or any other agreement that is necessary to the operation of the Restaurant, and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

Notwithstanding the foregoing, if a default is curable under this Agreement, and any applicable law in the state in which the Restaurant is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.B Additional Remedies. In addition to our other rights and remedies, we also have the following remedies:

(1) If we believe a condition at the Premises or the Restaurant or of any product sold poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect those persons, and the goodwill enjoyed by our Proprietary Marks and System, including any or all of the following: (i) requiring you to immediately close and suspend operation of the Restaurant and correct such conditions; (ii) immediately removing or destroying (or requiring you to immediately remove and destroy) any products that we suspect are contaminated; and (iii) entering the Restaurant and Premises, without being guilty of or liable for trespass or tort, to attempt to correct any hazardous condition if you fail to correct that condition on demand. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection.

(2) If we notify you that you have not complied with a Standard involving the condition of the Restaurant, including maintenance, repair, and cleanliness, and you fail to correct that non-compliance within thirty (30) days, then we and our representatives may enter the Restaurant and Premises, without being guilty of or liable for trespass or tort, and correct the condition at your expense.

(3) If you repeatedly fail to comply with this Agreement, we may disapprove your participation in the sale of new products or new programs until you cure your defaults and demonstrate to our reasonable satisfaction that you can maintain compliance with Standards.

14.C Enforcement Expenses. You agree to pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, that we incur in successfully enforcing (which includes achieving a settlement) any provisions of this Agreement.

14.D Injunctive Relief. Because of the importance of your compliance with Standards to protect our System, the Combo Restaurant network and the goodwill enjoyed by our Proprietary Marks, you agree that the remedies described elsewhere in this Agreement, as well as monetary damages or termination at a future date, may be an insufficient remedy for your breach of any Standard or other provision of this Agreement. Accordingly, you agree not to contest the appropriateness of injunctive relief for such breaches, and consent to the grant of an injunction in such cases without the showing of actual damages, irreparable harm or the lack of an adequate remedy at law. In order to obtain an injunction relating to any Standard, we must show only that the Standard in issue was adopted in good faith and applies generally to Combo Restaurants in the same geographic region and that are similarly situated with the Restaurant.

14.E Obligations Upon Termination and Expiration. Upon termination or expiration of this Agreement, in addition to complying with Sections 10.B, 14.F, 14.G, and any other provision that expressly or by its nature survives the expiration or termination of this Agreement:

(1) you no longer have any rights granted by this Agreement, and we may, at our option, notify any of your suppliers, distributors and other third parties that you are no longer an authorized franchisee and the Restaurant is no longer an authorized Combo Restaurant or eligible to receive products and services as a Combo Restaurant;

(2) you must immediately cease operation of the Restaurant and no longer represent yourself to the public as our franchisee, and must immediately cease all use of our Proprietary Marks, any colorable imitation of a Proprietary Mark, any trademark, service mark or commercial symbol that is confusingly similar to any Proprietary Mark, or any other indicia of a Combo Restaurant in any manner or for any purpose, and any Confidential Information, and Manuals, and cease to participate directly or indirectly in the use or benefits of our System;

(3) within ten (10) days after expiration or termination you must (a) pay all amounts owed under this Agreement, including any fees and interest; and (b) return all originals and copies of our Manuals, plans, and other documents containing our Standards or other intellectual property; and

(4) upon our request within thirty (30) days after expiration or termination, you must (a) remove from the Restaurant and Premises and return to us all signage and other indicia of our Proprietary Marks; (b) make such modifications or alterations to the Restaurant and Premises as we require in accordance with our Standards to distinguish the Restaurant and Premises from its former appearance and the premises of other Combo Restaurants so as to prevent a likelihood of confusion by the public; (c) disconnect and cease using any telephone numbers that are connected to our Proprietary Marks name; and (d) withdraw any fictitious name or similar registration containing any part of our Proprietary Marks. You hereby appoint us as your attorney-in-fact, and in your name, to do any act necessary to accomplish the intent of this subsection (4). If you fail or refuse to comply with the requirements of this subsection (4), we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, and you agree to reimburse us for all costs and expenses we incur upon demand.

You acknowledge that if we conduct business as if the Agreement had not been terminated or otherwise suffer your continued operation of the Restaurant while we seek enforcement of our election to terminate or our other rights or remedies, we are doing so merely to preserve the reputation of the Combo Restaurant network and/or the goodwill associated with the Proprietary Marks, and that doing so is neither a waiver of our election to terminate nor an extension of the termination date.

14.F Option to Purchase. We have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to purchase from you those Operating Assets and other assets used in the operation of the Restaurant that we designate (excluding personal assets and assets that are not used primarily in the operation of the Restaurant and other Combo restaurants then being acquired) (the "Purchased Assets"). The purchase price for the Purchased Assets (the "Purchase Price") will be their fair market value, but not as a Combo Restaurant as a going concern, except that the Purchase Price will not include any value for any rights granted by this Agreement, goodwill attributable to the Proprietary Marks or System, or participation in the network of Combo Restaurants. If we and you cannot agree on the Purchase Price for the Purchased Assets, it will be determined by an independent appraiser designated in accordance with the Standards, who will be bound by the provisions of this Section 14.F. We will pay the Purchase Price at the closing, which will take place on a date we designate, but we may set off against the Purchase Price, and reduce the Purchase Price by, any and all amounts you owe us or our affiliates relating to the Restaurant. We are entitled to all customary representations, warranties and indemnities in this asset purchase, and you (and your Owners) agree to execute our then current form of purchase agreement and related agreements and instruments (which shall be on reasonable and customary terms and conditions) in connection with the purchase. We also may at our option assign our rights under this Section 14.F, without recourse, to any assignee, who will then have all of our rights under this Section 14.F to purchase the Purchased Assets directly from you, and we shall have no further liability or obligation in connection with this Section 14.F with respect to that purchase.

14.G Option to Assume Lease. We also have the option, exercisable by delivery of written notice within thirty (30) days after the termination or expiration of this Agreement, to require you assign to us any leasehold

interest you have in the Restaurant and Premises or any other agreement related to the Premises. You (and your Owners) agree to execute our then current form of lease assignment agreement and related agreements and instruments (all of which shall be on reasonable and customary terms and conditions) in connection with the transfer, which will be effective on the date we specify, which may be the closing date of the purchase under Section 14.F. We may at our option assign our rights under this Section 14.G, without recourse, to any assignee, who will then have all of our rights under this Section 14.G to assume the leasehold interest or other agreement related to the Premises directly from you, and we shall have no further liability or obligation in connection with this Section 14.G with respect to that assignment.

SECTION 15. DISPUTE RESOLUTION

15.A Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 15.A.

15.B Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

15.C Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW OR OWED TO THIRD PARTIES WHICH ARE SUBJECT TO INDEMNIFICATION UNDER SECTION 9.D OR SECTION 12.B, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

15.D Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

SECTION 16. MISCELLANEOUS

16.A Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, the Restaurant and its business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

16.B Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement or any Standard applies only to that one breach and that one provision or Standard, and not to any subsequent breach of that provision or Standard or any other provision or Standard. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

16.C Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

16.D Interpretation. The preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Except as provided in Section 9.D and Section 12.B, nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as

examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

16.E Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the Manuals, Standards and System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

16.F Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Combo Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Combo Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Combo Restaurants.

16.G Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as you and we provide each other in writing; provided, however, that we may also send notice to you at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as you may provide to us in writing. All notices to us shall be sent to us “c/o Dunkin’ Brands, Inc., as Manager, Attention: Legal Department.”

16.H No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

16.I No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

~~Intending~~IN WITNESS WHEREOF, the parties hereto, ~~intending~~ to be legally bound hereby, ~~the parties~~ have duly executed and delivered this ~~agreement~~Agreement as of the ~~date and year first written above~~Effective Date.

~~DUNKIN' DONUTS~~BASKIN-ROBBINS FRANCHISING LLC

By: _____

~~-Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

~~BASKIN-ROBBINS~~DUNKIN' DONUTS FRANCHISING LLC

By: _____

~~-Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

~~WITNESS/ATTEST:~~

FRANCHISEE
~~-Entity~~

By: _____

Print Name: _____

By: _____

Print Name: _____, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given ~~this ____ day of _____, 20__~~ as of the Effective Date of the Agreement, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the “Agreement”) on this date by **DUNKIN’ DONUTS FRANCHISING LLC** (“Dunkin’”) and **BASKIN-ROBBINS FRANCHISING LLC** (“Baskin-Robbins” and together with Dunkin’, the “Franchisor”), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ (“Franchisee”) will punctually pay and perform each and every undertaking, agreement, and covenant of Franchisee set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Franchisee of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that (1) the undersigned shall not be required to ~~personably~~personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no guarantor shall have any liability with respect to another guarantor’s failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing clauses (1) or (2), on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such clauses (1) or (2), as the case may be, shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) they will benefit significantly from Franchisor’s entering into the Agreement with Franchisee; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A above, be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor’s pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned’s execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a “creditor” of Franchisee under any applicable bankruptcy law with respect to Franchisee’s obligations to Franchisor; (b) all rights to require Franchisor to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to

assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]_____,
individually

[Print Name]_____, individually

[Signature]_____,
individually

[Print Name]_____, individually

[Signature]

[Print Name]

[Signature]

[Print Name]

[Note to Drafter: For a corporate guarantor, remove “individually” and add the signatory’s title and entity name.]

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: _____

~~(This should be the individuals or the Licensee/Franchisee to which the License/Franchise Agreement is issued.)~~

[Note to Drafter: #2 should indicate the individual or the franchisee entity that is being granted a franchise agreement.]

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No ~~P.O.~~P.O. Box #'s):

5. Owners:

Name	Address	Email Address	% Ownership & Title

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

Name	Address	Email Address	Title

Our Initials

Your Initials

Date: _____

A

EXHIBIT C-3
TO THE BASKIN-ROBBINS FDD

NON-TRADITIONAL RIDER TO THE FRANCHISE AGREEMENT

**NON-TRADITIONAL RIDER TO THE
BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT**

THIS NON-TRADITIONAL RIDER TO FRANCHISE AGREEMENT (the “Rider”), dated _____ (the “Effective Date”), is made by and between BASKIN-ROBBINS FRANCHISING LLC, a Delaware limited liability company with its principal business located at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“we” or “us”), and the following individual(s) or entity: _____ (individually and collectively referred to as “you” or “your”).

1. Preambles and Acknowledgments. Simultaneously with signing this Rider, we and you are signing a Baskin-Robbins Restaurant Franchise Agreement (the “Franchise Agreement”) to govern your development and operation of the Restaurant at the Premises. All initial capitalized terms used but not defined in this Rider have the meanings given to those terms in the Franchise Agreement. We and you are signing this Rider to modify certain provisions of the Franchise Agreement to recognize that the Restaurant will be located within [] (for purposes of this Rider and in the Franchise Agreement, the “Facility”), which is an SDO Location (defined below), and to accommodate certain requests you have made as a result of that location. “SDO Location” means special distribution opportunities for Baskin-Robbins® restaurants, including hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers.

2. Renewal. Section 2.B of the Franchise Agreement is deleted in its entirety and replaced with the following:

This Agreement shall not automatically renew upon the expiration of the Term. When the Term expires, you will have no option to renew the right and obligation to operate the Restaurant or to extend the Term, and you must comply with all post-termination obligations set forth in this Agreement.

3. Development. Section 3.A of the Franchise Agreement is amended to delete the third sentence in its entirety and replaced with the following:

You agree that the Restaurant, any storage, seating, or common areas used in connection with the Restaurant (collectively, the “Premises”) must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions we specify to obtain our approval of the development of the Restaurant and Premises.

4. Operating Assets. Section 7.A(2) of the Franchise Agreement is deleted in its entirety and replaced with the following:

(2) install and use only equipment, fixtures, furnishings and signage for the Restaurant (the “Operating Assets”) that we approve and that complies with the Facility requirements, and replace them as we and/or the Facility may specify.

~~Intending~~IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, ~~the parties~~ have duly executed and delivered this ~~agreement~~Agreement as of the ~~date and year first written above~~Effective Date.

BASKIN-ROBBINS FRANCHISING LLC		{FRANCHISEE}
By: _____	By: _____	
Name: _____	Name: _____	
Title: Authorized Signatory	Title: _____	

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word “FRANCHISEE” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

EXHIBIT C-4
TO THE BASKIN-ROBBINS FDD

INCENTIVE ADDENDUM TO THE FRANCHISE AGREEMENT

**20252026 INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT**

This Incentives Amendment to the Franchise Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties have signed a new ~~Store-Development Agreement~~] We and you or your affiliate signed that certain ~~Store-Development Agreement~~ dated as of _____ (as amended, the “~~Store-Development Agreement~~”), pursuant to which you or your affiliate agreed to develop and sign franchise agreements to operate the number of Baskin-Robbins Restaurants identified on Exhibit B to the ~~Store-Development Agreement~~ within the ~~Store-Development Area~~ identified in Exhibit A of the ~~Store-Development Agreement~~.

B. [Note: Only include this recital if the parties have not signed a new ~~Store-Development Agreement~~ and qualify for the ~~NRO, Deeper NRO, or ADNRO~~Standard (Royalty)incentive program or the Standard (Margin) incentive program] We and you signed that certain Franchise Agreement dated as of the date hereof (the “Franchise Agreement”), pursuant to which you shall operate a Baskin-Robbins Restaurant located at _____ (the “Restaurant”). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

C. [Note: Only include this provision if this Amendment is being signed in connection with the ~~New Restaurant~~Standard (Royalty) Relocation Incentive or the SMRCC Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant ~~without a drive-thru located at~~ _____ (the “Existing Restaurant”). You have requested, and we have agreed to permit you to, relocate the Existing Restaurant to the following new address _____ (the “Relocated Restaurant”); ~~which currently has, or imminently will have, a drive-thru~~. Together with the execution of this Amendment, you and we are signing that certain Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Relocated Restaurant. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

~~D. [Note: Only include this provision if this Amendment is being signed in connection with the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive] You and we are parties to that existing Baskin-Robbins Franchise Agreement dated as of the date hereof (as amended, the “Existing Franchise Agreement”), pursuant to which you have operated that certain Baskin-Robbins Restaurant located at _____ (the “Restaurant”). You have requested, and we have agreed to permit you to, remodel the Restaurant in accordance with the Existing Franchise Agreement and our current Standards. Together with the execution of this Amendment, you and we are signing that certain renewal Franchise Agreement dated as of the Effective Date (the “Franchise Agreement”) for the operation of the Restaurant for the renewal term. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.~~

D. ~~E.~~ We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Continuing Franchise Fees Credits, Temporarily Reduced Continuing Franchise Fees, Continuing Advertising Fees, and Marketing-Start Up Fee.** Notwithstanding anything to this contrary in the Franchise Agreement, we will provide a Continuing Franchise Fee credit and/or reduce the Continuing Franchise Fees, Continuing Advertising Fees, and the Marketing Start-Up Fee under the Franchise Agreement if you qualify for ~~the an~~ incentive set forth below:

a. ~~New Restaurant Opening~~Standard (Royalty) Incentive. [Note: Only include if the franchisee qualifies for the ~~New Restaurant Opening~~Standard (Royalty) Incentive] Under our “~~New Restaurant Opening~~Standard (Royalty) Incentive” program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the ~~Store~~ Development Agreement, (ii) you open and begin operating the Restaurant in the ~~NRO~~Standard (Royalty) Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ~~NRO~~Standard (Royalty) incentive program described in this Section. The “~~NRO~~Standard (Royalty) Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ~~New Restaurant Opening~~Standard (Royalty) incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) ~~The~~We will credit \$12,500 toward your Continuing Franchise Fee ~~is hereby~~and the Continuing Franchise Fee will also be amended as set forth below:

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

(2) The Continuing Advertising Fee is hereby amended as set forth below:

Duration of Effective CAF	Effective CAF
Opening through Year ~~23~~	2.5%

Duration of Effective CAF	Effective CAF
Year ~~34~~ through remainder of the term	5%

(3) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to ~~provide you contribute~~, directly or indirectly, ~~with \$3,000 towards the opening of the Restaurant~~ toward the Marketing Start-Up Fee.

b. ~~Deeper New Restaurant Opening Standard (Margin)~~ Incentive. [Note: Only include if the franchisee qualifies for the ~~Deeper New Restaurant Opening Standard (Margin)~~ Incentive] Under our ~~“Deeper New Restaurant Opening” or “Deeper NRO Standard (Margin) Incentive” or “Standard (Margin)”~~ incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the ~~Store~~ Development Agreement, (ii) you open and begin operating the Restaurant in the ~~Deeper NRO Standard (Margin)~~ Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ~~Deeper NRO Standard (Margin)~~ incentive program described in this Section. The ~~“Deeper NRO Standard (Margin) Territory”~~ means ~~all areas in the United States excluding~~ Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ~~Deeper NRO Standard (Margin)~~ incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:

(1) ~~The initial franchise fee due under the Franchise Agreement is~~ We will credit \$12,500 toward your Continuing Franchise Fee.

~~(2) The Continuing Franchise Fee is hereby amended as set forth below:~~

Duration of Effective CFF	Effective CFF
Opening through Year 2	1.9%
Year 3 through Year 4	2.9%
Year 5 through remainder of the term	5.9%

~~(3) The Continuing Advertising Fee is hereby amended as set forth below:~~

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

~~(4) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.~~

~~c. **Alternative Deeper New Restaurant Opening Incentive.** [Note: Only include if the franchisee qualifies for the Alternative Deeper New Restaurant Opening Incentive] Under our “Alternative Deeper New Restaurant Opening” or “ADNRO” incentive program, if (i) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and ~~each other agreement between us and you or your affiliates, including the~~ Store Development Agreement, (ii) you open and begin operating the Restaurant in the ADNRO Territory (defined below) in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”), (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (iv) you build the Restaurant in the design, to the specifications, and at the location approved by us, then you will receive the benefits of the ADNRO incentive program described in this Section. The “ADNRO Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (i) through (iv) above, the ADNRO incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through (iv) above, then:~~

~~(1) The initial franchise fee due under the Franchise Agreement is \$12,500.~~

(2) [Note: Only include if the Restaurant is located in Idaho, Montana, Oregon, or Washington] If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

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

(3) [Note: Only include if the Restaurant is located in Alaska or Hawaii] If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

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

(4) [Note: Only include if the Restaurant is located in the Central States Territory] If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

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

(5) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to ~~provide you contribute~~, directly or indirectly, ~~with \$3,000 towards the opening of the Restaurant~~ toward the Marketing Start-Up Fee.

(6) We will provide you with the following equipment credit equal to:

[Note: Only include the applicable amount based on whether the Restaurant will have a drive-thru or will not have a drive-thru]

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

c. ~~d. New Restaurant Opening~~ Standard (Royalty) Relocation Incentive. [Note: Only include if the franchisee qualifies for the ~~New Restaurant Opening~~ Standard (Royalty) Relocation Incentive] Under the “~~New Restaurant~~ Standard (Royalty) Relocation Incentive” program, if (i) as of the date of this Amendment, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, including the de-identification obligations regarding the Existing Restaurant set forth in Section 14.E of the Existing Franchise Agreement, (ii) when you open the Relocated Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates (iii) you relocate, open and commence operations of the Relocated Restaurant within the ~~NRO-Relocation~~ Standard (Royalty) Territory in compliance with the ~~Existing~~ Franchise Agreement on or before the earlier of the date that is six (6) months after the date the Existing Restaurant closes for relocation or December 31 of the calendar year in which the Restaurant closes for relocation. (iv) ~~the Relocated Restaurant has a drive-thru,~~ (v) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the relocation, development, and opening of the Relocated Restaurant within one hundred twenty (120) days of project completion, and (vii) you build the Relocated Restaurant in the design, to the specifications, and at the location approved by us in the Standard (Royalty) Territory in compliance with the Franchise Agreement, then:

(1) The Continuing Franchise Fee is hereby amended as set forth below:

Duration of Effective CFF	Effective CFF
Opening through Year 1	1.9%
Year 2	2.9%
Year 3	3.9%
Year 4	4.9%

Duration of Effective CFF	Effective CFF
Year 5 through remainder of the term	5.9%

~~(2) The Marketing Start-Up Fee is hereby amended such that you will only be required to pay \$3,000 in accordance with Section 5.B of the Franchise Agreement, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.~~

~~(2)(3) We If the Existing Restaurant does not have a drive-thru and the Relocated Restaurant does have a drive-thru, then we~~ will provide you with a \$15,000 credit to be paid directly to your equipment vendor for new qualifying equipment ~~if the Restaurant did not have a drive-thru and you add a drive-thru to the Restaurant.~~

If you fail to satisfy any of the conditions listed in (i) through ~~(vi)~~ above, the Standard (Royalty) Relocation Incentive program described in this Section will not apply to the Relocated Restaurant. ~~Furthermore, together with the execution of the Franchise Agreement and this Amendment, you and we hereby terminate the Existing Franchise Agreement. The “NRO Relocation~~ The “Standard (Royalty) Territory” means all areas ~~of~~in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee.

~~2. Alternative New Restaurant and~~ Standard (Margin) ~~Relocation Capital Contribution Incentives~~ Incentive (SMRCC). [Note: Only include if the franchisee qualifies for the ~~New Restaurant Capital Contribution~~ SMRCC Incentive] Under the ~~“Alternative New Restaurant~~ Standard (Margin) Relocation Capital Contribution Incentive” or ~~“ANRRCC~~ SMRCC” incentive program, if (i) as of the date of this Amendment, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, including the de-identification obligations regarding the Existing Restaurant set forth in Section 14.E of the Existing Franchise Agreement, (ii) when you open the Relocated Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, ~~including the Store Development Agreement (if applicable),~~ (iii) you relocate, open and ~~begin operating the~~ commence operations of the Relocated Restaurant ~~in the ANRRCC~~ within the Standard (Margin) Territory (defined below) in compliance with the Franchise Agreement on or before the ~~Required Opening Date identified in Section D of the Contract Data Schedule (the “Opening Deadline”),~~ (iii) earlier of the date that is six (6) months after the date the Existing Restaurant closes for relocation or December 31 of the calendar year in which the Restaurant closes for relocation, (iv) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you ~~spends~~ spent in various categories relating to the relocation, development, and opening of the Relocated Restaurant within ~~120 days after the Restaurant first opens for business~~ one hundred twenty (120) days of project completion, and (iv) you build the Relocated Restaurant in the design, to the specifications, and at the location approved by us in the Standard (Margin) Territory in compliance with the Franchise Agreement, then you will receive the benefits of the ~~ANRRCC~~ SMRCC incentive program described in this Section. The ~~“ANRRCC~~ Standard (Margin) Territory” means ~~Alaska, Arkansas, Georgia, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia,~~ Alaska, Arkansas, Georgia, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, ~~Montana,~~ Nebraska, Oklahoma, ~~Oregon, and~~ Tennessee, ~~and Washington.~~ If you fail to satisfy any of the conditions listed in (i) through ~~(iv)~~ above, the ~~ANRRCC~~ SMRCC incentive program will not apply to the Restaurant. If you satisfy each of the conditions listed in (i) through ~~(iv)~~ above, then we will provide you with the following equipment credit equal to:

~~2.~~ *[Note: Only include the applicable amount based on whether the Restaurant will have a drive-thru or will not have a drive-thru]*

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

b. \$50,000 credit paid directly to your equipment vendor during construction of the Restaurant if the Restaurant does have a drive-thru.

~~3. **Remodel Capital Contribution Incentive.** *[Note: Only include if the franchisee qualifies for either the Early Remodel Capital Contribution Incentive or the Standard Remodel Capital Contribution Incentive]*~~

~~*[Note: Only include if the franchisee qualifies for the Early Remodel Capital Contribution Incentive]*~~
You may qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or after January 1, 2026, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin Robbins Restaurant on or before December 31, 2025, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to the remodel due date under the Existing Franchise Agreement. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before December 31, 2025, (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the remodel of the Restaurant within 60 days after completing the remodel, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, then (x) we will provide you with a \$15,000 credit to be paid directly to your equipment vendor for new qualifying equipment, and (y) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement.

~~*[Note: Only include if the franchisee qualifies for the Standard Remodel Capital Contribution Incentive]*~~
You may qualify to participate in the “Remodel Capital Contribution Incentive” program if (a) under your Existing Franchise Agreement you are required to remodel your Restaurant on or before December 31, 2025, (b) you sign a renewal Franchise Agreement to remodel your existing Baskin Robbins Restaurant on or before December 31, 2025, and (c) you complete the remodel and commence operations of the Restaurant under the remodeled image prior to the remodel due date identified in the Existing Franchise Agreement. Under the Remodel Capital Contribution Incentive, if (i) when you reopen the remodeled Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, (ii) you remodel and commence operations of the Restaurant under the remodeled image in compliance with the Existing Franchise Agreement and our current Standards on or before the required remodel date under the Existing Franchise Agreement, (iii) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the remodel of the remodeled Restaurant within 60 days after completing the remodel, and (iv) you remodel the Restaurant in the design and to the specifications approved by us, (x) we will provide you with a \$10,000 credit to be paid directly to your equipment vendor for new qualifying equipment, and (y) you will not be required to complete another remodel until 10 years from the original required remodel date under the existing Franchise Agreement.

~~If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies (including the right to terminate the Franchise Agreement), the Remodel Capital Contribution Incentive will not apply to the Restaurant.~~

~~3.~~ **4-Early Opening Incentive.** If you meet the requirements of the ~~New Restaurant Opening Incentive, Deeper NRO, ADNRO or the ANRRCC~~ Standard (Royalty) or Standard (Margin) incentive program set forth above, and you open and begin operating the Restaurant in accordance with the Franchise Agreement before the Opening Deadline, then the CFF will be zero percent (0%) of Gross Sales from the date you open the Restaurant until the Opening Deadline (not to exceed ~~twelvesix~~ (126) months), and then the applicable CFF rate shall apply. If you open the Restaurant on or after the Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

~~4.~~ **5-VetFran Program.** *[Note: Only include this provision if the Franchisee or its owner(s) qualify for the VetFran Incentive, and this Franchise Agreement is signed in connection with the development and operation of the franchisees first through tenth Franchise Agreement.]* If (a) you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs a Franchise Agreement to develop one Baskin-Robbins Restaurant, (b) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the ~~Store~~-Development Agreement, (c) you open and begin operating the Restaurant in compliance with the Franchise Agreement on or before the Required Opening Date identified in Section D of the Contract Data Schedule, (d) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of the Restaurant within 120 days after the Restaurant first opens for business, and (e) you build the Restaurant in the design, to the specifications, and at the location approved by, then we agree to, in addition to the above provisions, we agree to credit an amount equal to \$10,000 towards the CFFs owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (e) above, the VetFran incentive program described in this Section, will not apply to the Restaurant.

~~5.~~ **6-Miscellaneous.** The Background is incorporated into this Amendment by this reference. For the avoidance of doubt, all references in this Amendment to an Opening Deadline, or any other required opening date shall refer to such date(s) as of the Effective Date of the applicable agreement. If we agree to any subsequent modification to, or amendment of, the Opening Deadline, or any other required opening date, such modification or amendment shall not modify, amend, or otherwise extend any deadlines set forth in this Amendment. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment ~~the date~~as of the Effective Date.

YOU:

By: _____

Name: _____

Title: _____

US:

BASKIN-ROBBINS FRANCHISING LLC

By: _____

Name: _____

Title: _____

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word “FRANCHISEE” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

EXHIBIT C-5
TO THE BASKIN-ROBBINS FDD

MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT

**20252026 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT**

This Addendum to Franchise Agreement (this "**Addendum**") is entered into this _____ day of _____, 202_____, by _____ and _____ ("Franchisor") and _____ ("Franchisee").

1. **Background.**

(a) Franchisor and Franchisee are parties to that certain _____® Franchise Agreement dated as of _____ (as amended, the "**Franchise Agreement**") under which Franchisor has granted Franchisee the right to operate a _____® restaurant (a "**Brand Restaurant**") at _____ (the Brand Restaurant at that location is called the "**Franchised Restaurant**"). All initial capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreement.

(b) Franchisee operates or intends to operate the Franchised Restaurant at the premises of, and in combination with, the other brand restaurants listed on Exhibit A (collectively, and whether one or more, the "**Other Restaurants**"). The affiliate(s) of Franchisee listed on Exhibit A (collectively, and whether one or more, the "**Co-Operators**") operate the Other Restaurants under the separate franchise agreement(s) listed on Exhibit A (collectively, and whether one or more, the "**Other Franchise Agreements**") with the franchisor(s) listed on Exhibit A who are Franchisor's affiliates (collectively, and whether one or more, the "**Other Franchisors**").

(c) This Addendum reflects certain changes in and clarifications to the Franchise Agreement to reflect Franchisor's modified requirements for a multi-brand location. Franchisee acknowledges that Franchisor is willing to enter into this Addendum and to permit the operation of the Franchised Restaurant as a multi-brand location only because of the relationship between Franchisor and the Other Franchisors and, if applicable, the relationship between Franchisee and its Co-Operators who operate the Other Restaurants.

2. **Ownership of Other Restaurants.** Notwithstanding the restrictions in the Franchise Agreement, Franchisor consents to Franchisee's (and/or, as applicable, its Co-Operators') ownership and operation of the Other Restaurants at the same premises as the Franchised Restaurant, provided Franchisee complies with the terms of the Franchise Agreement (including this Addendum) and Franchisee (or its Co-Operators) complies with the terms of the Other Franchise Agreements.

3. **Franchise Agreement Term and Renewal.** The term of the Franchise Agreement shall expire, unless sooner terminated, on _____, 20_____. **[Note to Drafter: Complete the date in the previous sentence.]** In addition to the conditions in the Franchise Agreement to obtain a renewal or successor franchise to continue operating the Franchised Restaurant as a Brand Restaurant, Franchisee (and/or, as applicable, its Co-Operators) also must be in compliance with, and, if Franchisor requires, renew or extend the term of, the Other Franchise Agreements.

4. **Operation as a Multi-Brand Location.** Franchisee agrees that Franchisor, at its option, may modify any of the terms of the franchise system applicable to the Franchised Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Brand Restaurants, in order to reflect the Franchised Restaurant's status as a multi-brand location. Franchisee agrees to comply with all of those modifications. Without limiting the generality of the foregoing:

(a) Franchisee shall design and construct, and/or make modifications to, the Franchised Restaurant's layout, design, equipment and fixtures that Franchisor specifies to reflect the multi-brand location.

(b) Franchisee agrees that its (or Co-Operators') development and operation of the Other Restaurants shall not unreasonably interfere with or otherwise disrupt the Franchised Restaurant's operations. The operation of the Other Restaurants must be consistent with and complement Franchisee's operation of the Franchised Restaurant.

(c) Franchisee acknowledges that the services, guidance and assistance that Franchisor provides under the Franchise Agreement, including any training, may be intended for stand-alone Brand Restaurants and not tailored or specific to multi-brand locations like the Franchised Restaurant.

(d) Franchisee may not open and begin operating the Franchised Restaurant unless the Other Restaurants are also open and in operation. Franchisee shall ensure that the Other Restaurants are open and operating during all business hours that the Franchised Restaurant is open and operating.

(e) Franchisee must use paper products and other items bearing the Brand Restaurants' trademarks and trade names only at the Franchised Restaurant and with products served by the Franchised Restaurant, and Franchisee (or its Co-Operators) may not use them at the Other Restaurants or with products served by the Other Restaurants.

(f) Franchisee (and, if applicable, its Co-Operators) shall notify the customers of the Franchised Restaurant and the Other Restaurants, and the design and layout of the Franchised Restaurant and Other Restaurants shall reflect, all in the manner Franchisor periodically specifies, that the operation of the Other Restaurants is separate from and independent of the Franchised Restaurant. Without limiting the foregoing, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Franchised Restaurant and not the Other Restaurants. Likewise, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Other Restaurants and not the Franchised Restaurant. Unless Franchisor otherwise specifies or approves, none of the advertising, marketing or promotional materials associated with the Franchised Restaurant may reference the Other Restaurants or the brand(s) under which the Other Restaurants operate.

(g) all of the Franchised Restaurant's sales must be entered only on the point-of-sale system that Franchisor approves for the Franchised Restaurant. Franchisee (and, if applicable, Co-Operators) shall maintain separate books and records for the Franchised Restaurant and the Other Restaurants and shall not commingle the revenues of the Franchised Restaurant with the revenues of the Other Restaurants. Franchisor and Franchisee agree that Franchisee shall pay royalties or continuing franchise fees, advertising/brand fund contributions or continuing advertising fees, and/or similar payments based on Gross Sales under the Franchise Agreement only on the Gross Sales derived from the Franchised Restaurant and not on the sales or revenue of the Other Restaurants. Franchisee agrees to deliver to Franchisor, at such times that Franchisor periodically specifies, sales information and other reports relating to the Other Restaurants.

(h) Franchisee acknowledges that Franchisor shall have no obligation to provide any training, services or other assistance with respect to the development or operation of the Other Restaurants.

5. **Personnel.** Franchisee must ensure that all employees providing services to customers of the Franchised Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants. Franchisor may at its option modify its training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Franchised Restaurant and the Other Restaurants. However, Franchisee must ensure that all employees who provide services to the Franchised Restaurant's customers or otherwise assist in the Franchised Restaurant's operation are properly trained to operate the Franchised Restaurant and otherwise satisfy Franchisor's requirements. Franchisee must pay Franchisor any training fees and additional expenses that Franchisor incurs in connection with any additional or specialized training required for the Franchised Restaurant's personnel due to its status as multi-brand location.

6. **Inspections and Audits.** In order to determine Franchisee's compliance with the Franchise Agreement (including this Addendum), Franchisor shall have the right to inspect the Other Restaurants and their operations, and audit the books and records associated with the Other Restaurants, in accordance with the terms of the Franchise Agreement to the same extent that it may do so with respect to the Franchised Restaurant, its operations, and its books and records. If Franchisee has Co-Operators operating the Other Restaurants, Franchisee must ensure that those Co-Operators provide Franchisor the rights under this Section 6.

7. **Refresh/Remodel of the Franchised Restaurant.** Franchisor, at its option, may modify the requirements for any required refresh or remodel of the Franchised Restaurant under the Franchise Agreement, including by accelerating or deferring any due dates, in order to correlate with the development, remodel and/or refresh requirements under any of the Other Franchise Agreements.

8. **Relationship With Other Franchise Agreements.** Franchisee acknowledges that Franchisor granted Franchisee the rights under the Franchise Agreement and this Addendum in reliance upon, and that the operation of the Franchised Restaurant under the Franchise Agreement is dependent on and inextricably connected with, Franchisee's (or its Co-Operators) operation of the Other Restaurants pursuant to and in compliance with the Other Franchise Agreements. Therefore:

(a) Franchisee agrees to comply (or to cause Co-Operators to comply) with the Other Franchise Agreements in connection with the development and operation of the Other Restaurants (including with respect to paying amounts owed and complying with all applicable laws) and agrees that Franchisee's (or any Co-Operator's) failure to comply with any Other Franchise Agreement shall constitute a breach of, and a default under, the Franchise Agreement.

(b) upon any proposed transfer (as defined in the Franchise Agreement, if applicable) involving any direct or indirect ownership interest in Franchisee or all or substantially all of the assets of the Franchised Restaurant, in addition to the conditions for Franchisor's approval of that transfer under the Franchise Agreement, Franchisor may condition its consent to that transfer on the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Other Restaurants. Likewise, Franchisee (or, if applicable, its Co-Operators) may not transfer any direct or indirect ownership interest in Franchisee's affiliate or all or substantially all of the assets of the Other Restaurants without the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Franchised Restaurant, which transfer shall be subject to Franchisor's approval under the Franchise Agreement.

(c) Franchisor may terminate the Franchise Agreement, effective upon delivery of written notice to Franchisee, if any Other Franchise Agreement expires (without a renewal or successor franchise with the Other Franchisors) or terminates (regardless of the reason), or if Franchisee (or, if

Restaurant #: _____
DA #: _____

applicable, Co-Operators) abandons or otherwise ceases to operate any Other Restaurant for any reason.

(d) Franchisor acknowledges that certain post-termination obligations under the Franchise Agreement relating to Franchisor's right to acquire certain assets of the Franchised Restaurant and/or the lease for the Franchised Restaurant's premises may conflict with similar requirements under the Other Franchise Agreements, and in that case Franchisee agrees to comply (and, if applicable, to cause its Co-Operators to comply) with the requirements that Franchisor reasonably specifies.

9. **Miscellaneous**. This Addendum is an amendment to, and forms a part of, the Franchise Agreement. Except as amended by this Addendum, the Franchise Agreement will continue in full force and effect. The recitals to this Addendum are a part of this Addendum, which, together with the Franchise Agreement, constitutes the entire agreement between Franchisor and Franchisee, and there are no oral or other written understandings, representations or agreements between Franchisor and Franchisee, relating to the subject matter of this Addendum. No modification, change or alteration of this Addendum shall be effective unless in writing and executed by Franchisor and Franchisee. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If there is a conflict between any provision of the Franchise Agreement and a provision of this Addendum, the provision of this Addendum controls.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

<u>FRANCHISOR:</u>	<u>FRANCHISEE:</u>
<u>[FRANCHISOR]</u>	<u>[FRANCHISEE]</u>
By: _____	By: _____
Name: _____	Name: _____
Title: <u>Authorized Signatory</u>	Title: _____
<u>DATED:</u> _____	<u>DATED:</u> _____

[Note to Drafter: Replace the word "FRANCHISOR" in the signature block above with the full name of the franchisor entity. Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

FRANCHISOR:

Restaurant #: _____
DA #: _____

By: _____
Title: _____

FRANCHISEE:

By: _____
Title: _____

EXHIBIT A
TO THE ~~2025~~2026 INSPIRE BRANDS’ MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

OTHER FRANCHISE AGREEMENTS

Other Franchisor <i>(Franchisor Entity)</i>	Franchisee or Co-Operator <i>(Franchisee Entity)</i>	Effective Date	Other Restaurant <i>(Franchised Brand Restaurant)</i>
			_____® restaurant
			_____® restaurant
			_____® restaurant

EXHIBIT D-1
TO THE BASKIN-ROBBINS FDD

BASKIN-ROBBINS ~~STORE~~ DEVELOPMENT AGREEMENT

BASKIN-ROBBINS RESTAURANT
STORE-DEVELOPMENT AGREEMENT

This ~~Store~~-Development Agreement (“Agreement”), dated _____, 20____ (the “Effective Date”), is made by and between **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA (“we”, “us” or “our”), and the following individual(s) and/or entity: _____ (individually or collectively referred to as “you” or “your”).

CONTRACT DATA SCHEDULE

A. Physical and Email Addresses for Notice: The addresses for notice to you shall be at one of the Baskin-Robbins Restaurants developed hereunder or at the email address we designate for such Restaurant(s), unless another address is inserted here.

B. Exhibit A: Statement of Legal Composition

C. Additional Enclosures:

**BASKIN-ROBBINS RESTAURANT
DEVELOPMENT AGREEMENT**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
<u>1. GRANT OF DEVELOPMENT RIGHTS</u>	<u>1</u>
<u>2. RIGHTS IN DEVELOPMENT AREA AND SDOS.</u>	<u>1</u>
<u>3. INITIAL FRANCHISE FEES.</u>	<u>3</u>
<u>4. SITE SELECTION, DEVELOPMENT AND OPENING OF RESTAURANTS AND SIGNING FRANCHISE AGREEMENTS.</u>	<u>3</u>
<u>5. PROPRIETARY MARKS AND RESTRICTIVE COVENANTS.</u>	<u>3</u>
<u>6. TERM, EXTENSION AND RENEWAL.</u>	<u>5</u>
<u>7. TERMINATION AND SUSPENSION OF DEVELOPMENT RIGHTS.</u>	<u>5</u>
<u>8. TRANSFERS.</u>	<u>7</u>
<u>9. DISPUTE RESOLUTION.</u>	<u>9</u>
<u>10. MISCELLANEOUS.</u>	<u>9</u>

GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBITS:

A - DEVELOPMENT AREA

B - DEVELOPMENT SCHEDULE AND KEY TERMS

C - STATEMENT OF LEGAL COMPOSITION

This Agreement dated as of the Effective Date, is made by and between us and you, which terms are defined in the Contract Data Schedule.

RECITALS

A. We grant franchises for Baskin-Robbins® restaurants operating under the Proprietary Marks (defined below) and the System (defined below) (“Baskin-Robbins Restaurants”). The “System” involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Baskin-Robbins Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

1. **Grant of Development Rights.** We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the obligation, to sign Franchise Agreements (defined below) for, develop and open Baskin-Robbins Restaurants (each a “Restaurant” and collectively, “Restaurants”) within the geographic area described in Exhibit A (the “~~Store~~-Development Area”). The required number of Restaurants that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the “Required Opening Dates”), are set forth in the development schedule in Exhibit B (the “Development Schedule”). Only Restaurants that you or your Controlled Affiliates develop and open in the ~~Store~~ Development Area will count towards the Development Schedule, subject to Section 2. “Controlled Affiliate” means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the “Owners”)) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate’s remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Baskin-Robbins Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a “Guaranty”), the current version of which is attached to this Agreement.

2. Rights in ~~Store~~-Development Area and SDOs.

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with all franchise and other agreements with us and our affiliates relating to a Baskin-Robbins Restaurant (together with this Agreement, collectively, the “Related Agreements”), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Baskin-Robbins Restaurant the physical premises of which are located within the ~~Store~~-Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Baskin-Robbins Restaurants identified on Exhibit A, which are the restaurants in the ~~Store~~-Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the ~~Store~~-Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Baskin-Robbins Restaurant to be developed in any of those

separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory.

We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire. This includes (1) rights to operate or license others to operate Baskin-Robbins Restaurants at such locations and on such terms as we choose, except as expressly set forth in this Section 2; (2) rights to operate or license others to operate other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose; and (3) rights to use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant, including rights to distribute Baskin-Robbins® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Baskin-Robbins Restaurant inside a supermarket)).

B. Special distribution opportunities for Baskin-Robbins Restaurants (“SDOs”) may arise within the ~~Store~~ Development Area that may or may not be available to you. Examples of SDOs include hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue and to operate (and grant rights to others to pursue and to operate) Baskin-Robbins Restaurants at SDOs within your ~~Store~~ Development Area.

(1) Although gas/convenience locations are expressly covered as SDOs in this Section 2.B, if you propose and we approve you (or your Controlled Affiliate) for a Restaurant at a gas/convenience location within the ~~Store~~ Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; and (b) IFFs applicable under the Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.

(2) For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), if you propose and we approve you (or your Controlled Affiliate) for a Restaurant in an SDO location within the ~~Store~~ Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Baskin-Robbins Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; (b) we retain final approval as to how many, if any, SDOs may be developed in lieu of the Restaurants you were originally required to develop under the Development Schedule; (c) none of the SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the initial franchise fee for the SDO, unless there are no further payments due from you under this Agreement, in which case we will apply that difference as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. **Initial Franchise Fees.** Subject to Section 2 above, you must pay us an Initial Franchise Fee (“IFF”) for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer (“EFT”), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

4. **Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.**

A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the ~~Store~~ Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Baskin-Robbins Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant’s design and appearance. You must make the changes to the proposed design and appearance that we require and develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

B. You must submit to us the proposed purchase agreement or lease for the Restaurant’s premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant’s premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.

C. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the “Franchise Agreement”) for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in our current form of franchise agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.

5. **Proprietary Marks and Restrictive Covenants.**

A. No License to Proprietary Marks. This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks in any manner. Your (or your Controlled Affiliate’s) right to use the Proprietary Marks arises only under franchise agreements with us. “Proprietary Marks” means the

trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin that form part of the System, all of which we may periodically develop and modify.

B. No License to Confidential Information. This Agreement does not grant you any right to use, or authorize others to use, the Confidential Information in any manner. Your (or your Controlled Affiliate's) right to use the Confidential Information arises only under franchise agreements with us. If you nevertheless acquire any Confidential Information, you agree that you: (1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information; and (2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form. "Confidential Information" means information relating to us or the System that is proprietary, provides a competitive advantage to Baskin-Robbins Restaurants, and is not generally available to the public, including development plans for Baskin-Robbins Restaurants; certain proprietary information in the operations manuals and system standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Baskin-Robbins Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary operating assets and other products and services that Baskin-Robbins Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing Baskin-Robbins Restaurants.

C. Restrictive Covenants. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

(1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from a combination of ice cream and/or other frozen treat(s) (other than another Baskin-Robbins Restaurant operating under a franchise agreement with us) (a "Competitive Business");

(2) divert or attempt to divert any Baskin-Robbins Restaurant business or customer or prospective customer away from any Baskin-Robbins Restaurant;

(3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Baskin-Robbins Restaurant; or

(4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Baskin-Robbins Restaurant.

The restrictions in this Section 5.C shall not apply to the ownership of (i) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (ii) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

D. Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 5 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 5 determines that, strictly applied,

it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 5 will be valid and enforceable.

6. Term, Extension and Renewal.

A. Term. The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. Renewal. When the Term expires, you will have an option to renew the right and obligation to develop Baskin-Robbins Restaurants for one (1) additional term (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

- (1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;
- (2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;
- (3) we have reassessed the potential of the ~~Store~~-Development Area and determined that the ~~Store~~-Development Area has potential for additional Baskin-Robbins Restaurant development; and
- (4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party’s indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of ~~Store~~-Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that ~~Store~~-Development Agreement.

7. Termination and Suspension of Development Rights.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

- (1) you fail to meet any of the obligations set forth in the Development Schedule;
- (2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor’s insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the

appointment of a receiver or other custodian for your or any guarantor's business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor's real or personal property is sold at levy; provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Baskin-Robbins Restaurant within any Designated Marketing Area(s) where the ~~Store~~ Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

B. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid IFFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the ~~Store~~-Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Baskin-Robbins Restaurants the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. Transfers.

A. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect. For the avoidance of doubt, our consent to any transfer of or under any of the Franchise Agreements executed pursuant to this Agreement is not a consent to any transfer of or under this Agreement.

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

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

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Baskin-Robbins Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling

Ownership Interest in you (if you are a business entity) (a “Control Transfer”), that complies with the following:

- (1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;
- (2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);
- (3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Baskin-Robbins Restaurants in accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;
- (4) at the time of transfer, you and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and
- (5) the transferee (if the transfer is of this Agreement) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the ~~term~~ Term, or (b) to execute our then-current form of Development Agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased’s legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual’s death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have

all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. **Dispute Resolution.**

A. Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 9.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

C. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

D. Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

10. **Miscellaneous**

A. Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, your business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

B. Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change,

termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement applies only to that one breach and that one provision, and not to any subsequent breach of that provision or any other provision. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

C. Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

D. Interpretation. The Contract Data Schedule, preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

E. Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

F. Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Baskin-Robbins Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Baskin-Robbins Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Baskin-Robbins Restaurants.

G. Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as you and we provide each other in writing; provided, however, that we may also send notice to you at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as you may provide to us in writing. All notices to us shall be sent to us, "[c/o Dunkin' Brands, Inc., as Manager,] Attention: Legal Department."

H. No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

I. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the ~~day and year first written above~~ Effective Date.

BASKIN-ROBBINS FRANCHISING LLC

By: _____

~~-Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

~~WITNESS/ATTEST:~~

Print Name: _____

By: _____

~~Print Name:~~ _____, Title

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given ~~this ____ day of _____, 20__~~ as of the Effective Date of the Agreement, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain ~~Store~~-Development Agreement (together with all amendments or modifications, the "Agreement") on this date by **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins"), each of the undersigned unconditionally (a) guarantees to Baskin-Robbins and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that ~~(1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2)~~ no guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing ~~clauses (1) or (2)~~ exception, on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such ~~clauses (1) or (2), as the case may be,~~ exception shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Baskin-Robbins entering into the Agreement with Developer; and (c) Baskin-Robbins would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Baskin-Robbins' pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Baskin-Robbins may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Baskin-Robbins has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Baskin-Robbins; (b) all rights to require Baskin-Robbins to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any

action to assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Baskin-Robbins; and (d) acceptance and notice of acceptance by Baskin-Robbins of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Baskin-Robbins shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Baskin-Robbins. Without affecting the obligations of the undersigned under this Guaranty, Baskin-Robbins may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Baskin-Robbins is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Baskin-Robbins shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Baskin-Robbins and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature] _____,
individually

[Print Name] _____, individually

[Signature] _____,
individually

[Print Name] _____, individually

[Signature]

[Print Name]

[Signature]

[Print Name]

[Note to Drafter: For a corporate guarantor, remove “individually” and add the signatory’s title and entity name.]

EXHIBIT A

STORE-DEVELOPMENT AREA

1. Store-Development Area:
-
-
-
2. List of Baskin-Robbins restaurants in the Store-Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

PC #	Address

EXHIBIT B**DEVELOPMENT SCHEDULE AND KEY TERMS****I. Development Schedule:**

Restaurant	Required Opening Date	Cumulative # of Restaurants by Required Opening Date
1		
2		
3		
4		
5		
6		
7		
8		

II. Initial Franchise Fees:

of Restaurants ____ X IFF Per Restaurant _____ Total IFF \$ _____

Less Discount, if applicable \$ _____

Total IFF Amount Due: \$ _____

The Total IFF Amount Due shall be payable, and applied to each Restaurant, as follows:

Restaurant	First 25% of IFF Due	Remaining IFF Due*
1	Agreement Date	_____ or the actual opening date, whichever is sooner.
2	Agreement Date	_____ or the actual opening date, whichever is sooner.
3	Agreement Date	_____ or the actual opening date, whichever is sooner.
4	Agreement Date	_____ or the actual opening date, whichever is sooner.
5	Agreement Date	_____ or the actual opening date, whichever is sooner.
6	Agreement Date	_____ or the actual opening date, whichever is sooner.

Restaurant	First 25% of IFF Due	Remaining IFF Due*
7	Agreement Date	_____ or the actual opening date, whichever is sooner.
8	Agreement Date	_____ or the actual opening date, whichever is sooner.

*** For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.**

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement, provided that the following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____
- iii. Marketing Start-Up Fee: _____

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Term Expiration Date: _____

EXHIBIT C**STATEMENT OF LEGAL COMPOSITION**

You hereby represent and warrant that your ownership and/or legal composition is as follows:

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: _____

[Note to Drafter: #2 should indicate the individual or the developer entity that is being granted a development agreement.]

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No P.O. Box #'s): _____

5. Owners:

<u>Name</u>	<u>Address</u>	<u>Email Address</u>	<u>% Ownership & Title</u>

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

<u>Name</u>	<u>Address</u>	<u>Email Address</u>	<u>Title</u>

Our Initials

Your Initials

Date: _____

EXHIBIT D-2
TO THE BASKIN-ROBBINS FDD
COMBO ~~STORE~~ DEVELOPMENT AGREEMENT

**DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT
DEVELOPMENT AGREEMENT**

CONTRACT DATA SCHEDULE

SDA # _____

PC: _____

<u>#</u>	<u>Key Term</u>	<u>Details</u>
<u>1.</u>	<u>Effective Date</u>	_____ (“Effective Date”)
<u>2.</u>	<u>Dunkin' & Baskin-Robbins</u>	<u>DUNKIN' DONUTS FRANCHISING, LLC</u>, a Delaware limited liability company with principal offices at Three Glenlake Parkway NE, Atlanta, Georgia 30328 (“Dunkin’”), <u>BASKIN-ROBBINS FRANCHISING LLC</u>, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA (“Baskin-Robbins” and together with Dunkin’, “Franchisor”, “we,” “us,” or “our”). <u>Physical Notice Address:</u> <u>DUNKIN' DONUTS FRANCHISING, LLC</u> <u>Three Glenlake Pkwy NE</u> <u>Atlanta, Georgia 30328</u> <u>Attention: Legal Department</u>
<u>3.</u>	<u>Developer</u>	_____, with _____ principal _____ offices _____ at _____ (“Developer”, “you” or “your”). <u>Physical Notice Address: The address for notice to Developer shall be at one of the Baskin-Robbins Combo Restaurants developed hereunder, unless another address is inserted here:</u> _____ _____ _____ <u>Attention:</u> _____ <u>Email Address(es) for Notice:</u> <u>Email:</u> _____ <u>Restaurant Email:</u> _____

**DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT
DEVELOPMENT AGREEMENT**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
<u>1. GRANT OF DEVELOPMENT RIGHTS</u>	<u>1</u>
<u>2. RIGHTS IN DEVELOPMENT AREA AND SDOS.</u>	<u>1</u>
<u>3. INITIAL FRANCHISE FEES</u>	<u>3</u>
<u>4. SITE SELECTION, DEVELOPMENT AND OPENING OF RESTAURANTS AND SIGNING FRANCHISE AGREEMENTS.</u>	<u>3</u>
<u>5. PROPRIETARY MARKS AND RESTRICTIVE COVENANTS.</u>	<u>4</u>
<u>6. TERM, EXTENSION AND RENEWAL.</u>	<u>5</u>
<u>7. TERMINATION AND SUSPENSION OF DEVELOPMENT RIGHTS.</u>	<u>6</u>
<u>8. TRANSFERS.</u>	<u>7</u>
<u>9. DISPUTE RESOLUTION.</u>	<u>9</u>
<u>10. MISCELLANEOUS</u>	<u>10</u>

GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBITS:

A - DEVELOPMENT AREA

B - DEVELOPMENT SCHEDULE AND KEY TERMS

C - STATEMENT OF LEGAL COMPOSITION

DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT
STORE-DEVELOPMENT AGREEMENT

This ~~Store~~-Development Agreement ("Agreement"), dated _____, 20____(the "Effective Date"), is made by and between **DUNKIN' DONUTS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Dunkin'"), **BASKIN-ROBBINS FRANCHISING LLC**, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, GA ("Baskin-Robbins" and together with Dunkin', "we", "us" or "our"), and the following individual(s) and/or entity: _____ (individually or collectively referred to as "you" or "your").

This Agreement dated as of the Effective Date, is made by and between us and you, which terms are defined in the Contract Data Schedule.

RECITALS

A. We grant franchises for Dunkin'® and Baskin-Robbins® Combo restaurants operating under the Proprietary Marks (defined below) and the System (a "Combo Restaurant"). The "System" involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of restaurants and associated concepts for the sale of proprietary and non-proprietary food and beverage products, all of which we may periodically develop and modify.

B. We and you are signing this Agreement to provide you the right and obligation to develop a number of Combo Restaurants within a certain geographic area over a certain period of time.

AGREEMENT

In consideration of the foregoing and the mutual covenants and consideration below, we and you agree as follows:

1. ~~Grant of Development Rights~~GRANT OF DEVELOPMENT RIGHTS. We hereby grant you the right, and you (on behalf of yourself and your Controlled Affiliates (defined below)) hereby accept the obligation, to sign Franchise Agreements (defined below) for, develop and open Combo Restaurants (each a "Restaurant" and collectively, "Restaurants") within the geographic area described in Exhibit A (the "~~Store~~ Development Area"). The required number of Restaurants that you (or your Controlled Affiliates) must develop, and the dates by which those Restaurants must be open and operating in accordance with the applicable Franchise Agreement (the "Required Opening Dates"), are set forth in the development schedule in Exhibit B (the "Development Schedule"). Only Restaurants that you or your Controlled Affiliates develop and open in the ~~Store~~-Development Area will count towards the Development Schedule, subject to Section 2. "Controlled Affiliate" means any corporation, limited liability company or other entity of which you (or, if you are an entity, your direct or indirect owners (collectively, the "Owners")) own, directly or indirectly, at least fifty-one percent (51%) of the total ownership interests, provided that the Controlled Affiliate's remaining direct and indirect owners satisfy our then-current requirements for non-controlling owners of Combo Restaurant developers and obtain our approval. If you are an entity, then each Owner must sign an agreement in the form we designate undertaking personally to be bound by all provisions of this Agreement and any ancillary agreements between us and you (a "Guaranty"), the current version of which is attached to this Agreement.

2. ~~Rights in Store Development Area and SDOs~~ RIGHTS IN DEVELOPMENT AREA AND SDOs

A. If you are fully complying with this Agreement, and you and your affiliates are fully complying with all franchise and other agreements with us and our affiliates relating to a Combo Restaurant (together with this Agreement, collectively, the “Related Agreements”), then during the term of this Agreement only, neither we nor our affiliates will operate, or authorize any other party to operate, a Combo Restaurant the physical premises of which are located within the ~~Store~~-Development Area, except for (i) franchises we grant to you and approved Controlled Affiliates; (ii) those Combo Restaurants identified on Exhibit A, which are the restaurants in the ~~Store~~-Development Area that, as of the date of this Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees (and you agree that these restaurants may relocate to any other location within their trade areas that we approve); and (iii) as set forth in this Section 2. If the ~~Store~~-Development Area is defined as more than one contiguous geographic territory, then at the time you or your Controlled Affiliate signs a Franchise Agreement (defined below) for a Combo Restaurant to be developed in any of those separate territories, the territorial protections and prohibitions under this Section 2.A will no longer apply to the applicable separate territory.

We and our affiliates shall at all times have the right to engage in any activities we or they deem appropriate that are not expressly prohibited by this Agreement, whenever and wherever we or they desire. This includes (1) rights to operate or license others to operate Combo Restaurants (and Dunkin’ Restaurants and Baskin-Robbins Restaurants) at such locations and on such terms as we choose, except as expressly set forth in this Section 2; (2) rights to operate or license others to operate other concepts, and to grant other licenses relating to the Proprietary Marks, at such locations and on such terms as we choose; and (3) rights to use or license others to use the Proprietary Marks in ways that compete with your location and that draw customers from the same area as your Restaurant, including rights to distribute Dunkin’® and Baskin-Robbins® products and services of every kind and nature through any other channels of distribution (such as, for example, in a hotel room, an office or a supermarket (as distinguished from a Combo Restaurant inside a supermarket)).

B. Special distribution opportunities for Combo Restaurants (“SDOs”) may arise within the ~~Store~~-Development Area that may or may not be available to you. Examples of SDOs include hospitals, train stations, airports, entertainment and sports complexes, convention centers, casinos and resorts, limited-access highway food facilities, military facilities, schools and colleges, office or factory food service facilities, gas/convenience stores, travel centers, travel plazas, department stores and “big box” super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue and to operate (and grant rights to others to pursue and to operate) Combo Restaurants at SDOs within your ~~Store~~ Development Area, but during the term of this Agreement we will offer you the opportunity to become a Combo Restaurant franchisee for those SDOs (“SDO Notice”) provided that, at the time we are prepared to deliver the SDO Notice: (x) you and your affiliates are in compliance with all Related Agreements, (y) you meet our then current Criteria to Expand, and (z) the party that controls the SDO permits us to do so. You will have thirty (30) days after we deliver the SDO Notice (or such longer period identified in the SDO Notice) to secure rights to the location. Except as provided below, the initial franchise fee that you (or your Controlled Affiliate) pay for any SDO will be our then-current initial franchise fee for similar SDOs and will be payable to us in addition to the IFF (defined below) required under this Agreement.

(1) Although gas/convenience locations are expressly covered as SDOs in this Section 2.B, if you propose and we approve you (or your Controlled Affiliate) for a Restaurant at a gas/convenience location within the ~~Store~~-Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by

the applicable Required Opening Date in the Development Schedule; and (b) IFFs applicable under the Development Schedule are applied or paid for that SDO Restaurant regardless of the length of lease term (and any corresponding franchise term) that you or your Controlled Affiliate secure for that location.

(2) For all SDOs other than gas/convenience locations (which are addressed in Subsection (1) above), if you propose and we approve you (or your Controlled Affiliate) for a Combo Restaurant in an SDO location within the ~~Store~~ Development Area, we will consider the development of that location to satisfy one of the Restaurants you are required to develop pursuant to the Development Schedule, provided that: (a) we determine the proposal will result in a Restaurant that meets our minimum then-current menu and design criteria for a traditional Combo Restaurant and that opens by the applicable Required Opening Date in the Development Schedule; (b) we retain final approval as to how many, if any, SDOs may be developed in lieu of the Restaurants you were originally required to develop under the Development Schedule; (c) none of the SDOs approved by us under this Section 2.B(2) will be included in the number of Restaurants opened for determining whether you qualify for the Mid-Term Extension set forth in Section 6.B; and (d) the initial franchise fee payable for that SDO will be our then-current standard rate for SDOs, and we will apply as a credit towards the next payment due from you under this Agreement the difference between the IFF deposit that you previously paid to us under this Agreement for the applicable Restaurant and the initial franchise fee for the SDO, unless there are no further payments due from you under this Agreement, in which case we will apply that difference as a credit towards the Continuing Franchise Fee accrued under the Franchise Agreement for the SDO.

3. ~~Initial Franchise Fees~~ INITIAL FRANCHISE FEES. Subject to Section 2 above, you must pay us an Initial Franchise Fee (“IFF”) for each Restaurant to be developed pursuant to this Agreement in the amounts and at the times stated in Exhibit B. At our option, you will make all payments to us by electronic fund transfer (“EFT”), and provide us with authorization and bank account data necessary to set up EFT. These IFFs are non-refundable and must be paid in full, without reduction or offset. However, subject to Section 2 above, we will apply the IFFs paid under this Agreement towards the initial franchise fees payable under each Franchise Agreement that you (or your Controlled Affiliate) signs pursuant to this Agreement, and the IFFs are due and payable on at the times stated in Exhibit B notwithstanding anything to the contrary in any Franchise Agreement.

~~4. Site Selection, Development and Opening of Restaurants and Signing Franchise Agreements.~~

4. SITE SELECTION, DEVELOPMENT AND OPENING OF RESTAURANTS AND SIGNING FRANCHISE AGREEMENTS.

A. Although we may assist you in your search, it is solely your responsibility to search for and propose to us the site on which you wish to develop a Restaurant. You must deliver to us for our review a complete site report and other materials and information we request for suitable site(s) within the ~~Store~~ Development Area in time to meet your obligations under the Development Schedule. You may only develop a Restaurant at a site that we have accepted. Despite any assistance, information or recommendations that we provide with respect to any site, we have made and will make no representations or warranties of any kind, express or implied, of the suitability of any site for a Combo Restaurant or any other purpose. In addition to site information, you must submit information to us concerning the proposed layout and other aspects of the proposed Restaurant’s design and appearance. You must make the changes to the proposed design and appearance that we require and develop the Restaurant only in accordance with our requirements. Each Restaurant must be constructed and equipped to our then-current standards and specifications.

B. You must submit to us the proposed purchase agreement or lease for the Restaurant's premises, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each purchase agreement or lease must meet our then-current minimum requirements designed to protect us, our affiliates, and our System. If you will lease the Restaurant's premises, the landlord must agree to our then-current form of Option to Assume the lease. You (or your Controlled Affiliate) must secure the real estate for each Restaurant, through an approved purchase agreement or binding lease, in time for you (or your Controlled Affiliate) to open and begin operating the Restaurant on or before the Required Opening Date for that Restaurant.

C. After receiving our notice to proceed, but in any event before beginning construction for the Restaurant, and provided that you (and your Controlled Affiliate) satisfy our then current Criteria to Expand, then you (or your Controlled Affiliate) must sign our then-current version of Franchise Agreement and related documents (as periodically modified, the "Franchise Agreement") for the Restaurant. You acknowledge that the terms of the Franchise Agreements for Restaurants may differ substantially from the terms contained in our current form of franchise agreement, except that, for each Franchise Agreement signed in compliance with this Agreement (but subject to Section 2), the IFF, continuing franchise fee, continuing advertising fee and marketing start-up fee shall be as set forth on Exhibit B. Notwithstanding the foregoing, if you fail to meet the Development Schedule or are otherwise in default under this Agreement, and we (at our sole option) allow the development of any Restaurant to continue despite that default, then the continuing franchise fee, continuing advertising fee and marketing start-up fee under that Franchise Agreement shall be our then-current fees instead of the fees set forth on Exhibit B.

5. ~~Proprietary Marks and Restrictive Covenants~~ PROPRIETARY MARKS AND RESTRICTIVE COVENANTS.

A. No License to Proprietary Marks. This Agreement does not grant you any right to use, or authorize others to use, the Proprietary Marks in any manner. Your (or your Controlled Affiliate's) right to use the Proprietary Marks arises only under franchise agreements with us. "Proprietary Marks" means the trademarks, service marks, logos, emblems, trade dress, trade names and other indicia of origin that form part of the System, all of which we may periodically develop and modify.

B. No License to Confidential Information. This Agreement does not grant you any right to use, or authorize others to use, the Confidential Information in any manner. Your (or your Controlled Affiliate's) right to use the Confidential Information arises only under franchise agreements with us. If you nevertheless acquire any Confidential Information, you agree that you: (1) will not use any Confidential Information in any other business or capacity, whether during or after the Term, and will not sell, trade or otherwise profit in any way from the Confidential Information; and (2) will keep the Confidential Information absolutely confidential, both during the Term and thereafter for as long as the information is not in the public domain, and will not make unauthorized copies of any Confidential Information disclosed in written or other tangible or intangible form. "Confidential Information" means information relating to us or the System that is proprietary, provides a competitive advantage to Combo Restaurants, and is not generally available to the public, including development plans for Combo Restaurants; certain proprietary information in the operations manuals and system standards, including recipes, products and specifications; data relating to past advertising, marketing, promotional, customer relationship management and other brand-related programs and materials used by Combo Restaurants and future plans for those programs; knowledge of specifications for and suppliers of certain proprietary operating assets and other products and services that Combo Restaurants use or sell; and other trade secrets and proprietary know-how relating to the methods of developing, operating and marketing Combo Restaurants.

C. Restrictive Covenants. During the Term, neither you nor any of your Owners, officers, directors or guarantors may:

- (1) have a direct or indirect ownership interest in, perform any services or other activities for, provide any assistance to, sell any products to, or receive any financial or other benefit from any business or venture that derives, or is reasonably expected to derive, more than twenty percent (20%) of its overall revenue from combination of coffee, baked goods, ice cream, and/or other frozen treats (other than another Combo Restaurant, Dunkin' restaurant, or Baskin-Robbins restaurant operating under a franchise agreement with us) (a "Competitive Business");
- (2) divert or attempt to divert any Combo Restaurant business or customer or prospective customer away from any Combo Restaurant;
- (3) oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Combo Restaurant; or
- (4) perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or any Combo Restaurant.

The restrictions in this Section 5.C shall not apply to the ownership of (i) less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange; or (ii) a passive investment interest of less than fifteen percent (15%) in any real estate development company, provided that such interest does not include any management control, voting rights, or other direct or indirect control over the policies or operations of that development company, such as any rights or control with respect to the tenants, owners or other concepts in any real estate development.

D. Acknowledgements. You acknowledge that a breach of the covenants contained in this Section 5 will be deemed to threaten immediate and substantial irreparable injury to us and give us the right to obtain immediate injunctive relief without limiting any other rights we might have. If a court or other tribunal having jurisdiction to determine the validity or enforceability of this Section 5 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in this Section 5 will be valid and enforceable.

6. ~~Term, Extension and Renewal~~ TERM, EXTENSION AND RENEWAL.

A. Term. The term of this Agreement begins on the date of this Agreement and expires on the date set forth on Exhibit B, unless the term is extended in accordance with Section 6.B or this Agreement is sooner terminated in accordance with Section 7.

B. Mid-Term Extension Option. Beginning on the date that you (or your Controlled Affiliates) open the first Restaurant that satisfies at least half of your development obligations under the Development Schedule and continuing for the period that ends one (1) year before the this Agreement expires (unless it is terminated sooner), and provided that you and your affiliates are fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand, you may submit to us a written request to extend the term of this Agreement and increase in the number of Restaurants that you (or your Controlled Affiliates) must develop under this Agreement (the "Extension Request"). You understand that in calculating the number of Restaurants that you have opened to determine whether you have satisfied at least half of your development obligations, we will not count any non-gas/convenience store SDO developed pursuant to Section 2.B(2) above. Upon receiving your valid Extension Request, we and you agree to negotiate in good faith to determine the number of additional Combo Restaurants to be developed (under our then-current

initial franchise fee, continuing franchise fee and other franchise terms), their required opening dates, and any changes to the ~~Store~~-Development Area. However, although we and you agree to negotiate in good faith, both parties understand and agree that they may be unable to successfully determine the terms of this extension, in which case the terms of this Agreement will remain in full force and effect notwithstanding the Extension Request.

C. Renewal. When the Term expires, you will have an option to renew the right and obligation to develop Combo Restaurants for one (1) additional term (the “Renewal Term”) if, and only if, each and every one of the following conditions has been satisfied:

- (1) you have given us written notice of your desire to exercise this renewal option at least twelve (12) months, but not more than eighteen (18) months before the end of the Term;
- (2) you have timely, and without extension, amendment or waiver from us, satisfied the Development Schedule and you and your affiliates are then fully complying with this Agreement and all other Related Agreements and satisfy our then-current Criteria to Expand;
- (3) we have reassessed the potential of the ~~Store~~-Development Area and determined that the ~~Store~~-Development Area has potential for additional Combo Restaurant development; and
- (4) we and you agree on a new development schedule for the Renewal Term.

If you have satisfied all of these conditions, then to effectuate the option for the Renewal Term, you (and your Owners, as applicable) must execute and deliver to us, within fourteen (14) days (or any longer period required by law) after delivery to you, both (i) our then-current form of termination and general release that confirms the termination of this Agreement and releases all claims that the parties may have against each other and their respective affiliates, and all of their respective officers, directors, owners and employees (provided, however, that each party’s indemnification obligations for claims arising in connection with this Agreement shall survive termination of this Agreement and shall not be subject to the general release); and (ii) our then-current form of ~~Store~~-Development Agreement and related documents (including exhibits and ancillary agreements) that we are then offering to new developers at the time of renewal, the terms and conditions of which (including fee structures) may differ from this Agreement, and in addition, you pay us our then-current renewal fee when you executed that ~~Store~~-Development Agreement.

~~7. Termination and Suspension of Development Rights~~ TERMINATION AND SUSPENSION OF DEVELOPMENT RIGHTS.

A. We may terminate this Agreement, effective immediately upon our delivery of written notice to you, and without providing you any opportunity to cure the default, if:

- (1) you fail to meet any of the obligations set forth in the Development Schedule;
- (2) you or any guarantor file a petition in bankruptcy or are adjudicated bankrupt, or a petition in bankruptcy is filed against you or any guarantor and is either consented to by you or the guarantor or not dismissed within thirty (30) days; you or any guarantor becomes insolvent or admits in writing your or your guarantor’s insolvency or inability to pay debts generally as they become due, or make an assignment for the benefit of creditors; a bill in equity or other proceeding for the appointment of a receiver or other custodian for your or any guarantor’s business assets is filed and is either consented to by you or any guarantor or not dismissed within thirty (30) days, or such a receiver, trustee or other custodian is appointed; proceedings for composition with creditors is filed by or against you or any guarantor; or any of your or any guarantor’s real or personal property is sold at levy;

provided, however, that any such actions by a guarantor as described in this Section 7.A(2) shall not give rise to our termination right if you are able promptly to procure a replacement guarantor which guarantor is reasonably satisfactory to us and executes our then current form of Guaranty;

(3) you or any of your Owners commits a fraud upon us, our affiliate, or any third party relating to the business under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(4) you or any of your Owners is convicted of or pleads guilty or no contest to a felony or crime involving moral turpitude;

(5) there is any unauthorized transfer or assignment in violation of Section 8;

(6) any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates) relating to a Combo Restaurant within any Designated Marketing Area(s) where the ~~Store~~-Development Area is located, is terminated before its term expires, regardless of the reason; or

(7) you fail to pay us (or our affiliate) any amount due, whether arising under this Agreement, any Franchise Agreement signed pursuant to this Agreement, or any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates), or you fail to comply with any other provision of this Agreement (except as otherwise set forth in this Section 7), and do not cure the failure within seven (7) days after our delivery of written notice.

B. Upon the expiration or termination of this Agreement, all rights granted to you under this Agreement will automatically terminate. If this Agreement is terminated, then you must immediately pay us all unpaid IFFs (as set forth in Exhibit B), without reduction or offset, even if you did not open any or all of the Restaurants.

C. If at any time you do not meet our then-current Criteria to Expand, we may suspend your right to develop Restaurants by a written notice to you. The suspension will be in effect until you are not in default under any Related Agreement and otherwise satisfy our criteria for reinstatement under the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole judgment, grant an extension in writing. In addition to and without limiting our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any of the events that give rise to our right to terminate this Agreement under this Section 7, we may, at our sole option and upon delivery of written notice to you, eliminate your protected territorial rights under Section 2 above in one or more parts of the ~~Store~~-Development Area, in which event we (and our affiliates) may thereafter operate, and authorize any other parties to operate, Combo Restaurants the physical premises of which are located within that geographic area and engage, and allow others to engage, in any other activities we desire within that geographic area without any restrictions whatsoever, subject only to your (or your Controlled Affiliate's) rights under then existing franchise agreements with us.

8. ~~Transfers~~TRANSEERS.

A. Transfer by Us. We may change our ownership or form and/or assign this Agreement and any other agreement between us and you, any Controlled Affiliate, or any of your or your Controlled Affiliates' owners or affiliates without restriction. This Agreement inures to the benefit of our successors and assigns. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

B. Transfer by You – Defined. We entered into this Agreement based on and in reliance on our perceptions of your (or your Owners’) individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Therefore, neither this Agreement nor any direct or indirect interest in or rights or obligations under this Agreement, nor all or substantially all of your assets, nor any direct or indirect ownership interest in you (if you are a business entity), may be transferred (as defined below), whether directly or indirectly, without our prior written approval. A transfer of the ownership, possession or control your assets may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect. Any transfer without our approval is a breach of this Agreement and has no effect. For the avoidance of doubt, our consent to any transfer of or under any of the Franchise Agreements executed pursuant to this Agreement is not a consent to any transfer of or under this Agreement.

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

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

C. Conditions for Our Approval of Non-Control Transfer. We will not unreasonably withhold our consent to a transfer of a Non-Controlling Ownership Interest in you or your Owners if the proposed transferee and its direct and indirect owners (if the transferee is an entity) are of good character, otherwise meet our then applicable standards for non-controlling owners of Combo Restaurants, and sign our then current form of Guaranty.

D. Conditions for Our Approval of Control Transfer. Subject to Sections 8.E and 8.G, we will not unreasonably withhold our consent to any transfer of this Agreement or any direct or indirect interest in, or rights or obligations under, this Agreement, or all or substantially all of your assets, or any Controlling Ownership Interest in you (if you are a business entity) (a “Control Transfer”), that complies with the following:

- (1) each proposed transferee (and its direct and indirect owners, if the transferee is an entity) meets our then-current criteria and each guarantor signs our then current form of Guaranty;

(2) you have satisfied all of your outstanding obligations to us and you and your affiliates are otherwise in full compliance with this Agreement, any related agreement, any Franchise Agreement signed pursuant to this Agreement, and any other franchise agreement between us (or any of our affiliates) and you (or any of your Owners or affiliates);

(3) we believe, in our reasonable judgment, that the sale price of the interest to be conveyed is not so high, and the terms of sale are not so onerous, that it is likely the transferee would be unable to properly develop the Combo Restaurants in accordance with the Development Schedule and meet all financial and other obligations to us and to third parties;

(4) at the time of transfer, you and all of your Owners sign our then-current form of general release that releases all claims that you (or your Owners) may have against us, our affiliates, and our and their respective officers, directors, owners and employees (it being acknowledged that if after an approved transfer, an Owner no longer has an interest in the business, then such Owner is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and post-termination obligations); and

(5) the transferee (if the transfer is of this Agreement) agrees, at our option, to (a) be bound by all terms and conditions of this Agreement for the remainder of the ~~term~~ Term, or (b) to execute our then-current form of Development Agreement and related documents, which may contain terms and conditions (including the fees) that differ materially from any or all of those in this Agreement.

E. Transfer Fees. For a Control Transfer, at the time of transfer, you must pay us a transfer fee equal to ten thousand dollars (\$10,000), whether or not we exercise our rights in Section 8.G. For a Non-Control Transfer, at the time of transfer, you must pay us our then-current fixed documentation fee.

F. Transfer on Death. Within twelve (12) months after the death of you or any of your Owners and notwithstanding any agreement to the contrary, the deceased's legal representative must propose to us in writing to transfer the interest of the deceased in this Agreement to one or more transferees. Any such transfer must occur within eighteen (18) months after such individual's death, and is subject to our prior written consent, which we will not unreasonably withhold, in accordance with this Section 8.

G. Right of First Refusal. If you or any of your Owners at any time determine to engage in any Control Transfer, then we will have a right of first refusal to be the purchaser of that interest under the same terms and conditions contained in the purchase and sale document (but subject to our rights under this Agreement and our standards). You must comply with our standards and requirements pertaining to our right of first refusal, including by providing us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale. We will have sixty (60) days following our receipt of the fully-executed purchase and sale documents (including any referenced documents) and other materials concerning the proposed transferee(s) and the transfer that we request, to notify you whether we are exercising our right of first refusal. Upon our exercise, we (or our assignee) will have the benefit of all of the rights and time periods that the original proposed transferee(s) had as of the date that they signed the purchase and sale documents, including any applicable diligence periods and periods before closing. We may at our option assign our right of first refusal under this Section 8.G, without recourse, to any assignee, who will then have all of our rights under this Section 8.G to purchase the interest directly from you (or your Owner), and we shall have no further liability or obligation in connection with this Section 8.G with respect to that transfer. If you do not complete the sale to the proposed buyer (with our approval) within ninety (90) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change adverse to you in the terms of the offer (which you must tell us promptly), then we will have an additional right of first refusal during

the sixty (60)-day period following either the expiration of the ninety (90)-day period or our receipt of notice of the material change in the offer's terms, on the modified terms.

9. ~~Dispute Resolution~~ DISPUTE RESOLUTION.

A. Governing Law. This Agreement, the franchise, and all claims arising from the relationship between us and you shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 9.A.

B. Choice of Forum. The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, you shall file any suit against us or our affiliates, and we shall file any suit against you or your owners, only in the federal or state court of general jurisdiction in Atlanta, Georgia. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

C. Waiver of Punitive Damages and Jury Trial. EXCEPT FOR PUNITIVE, EXEMPLARY, TREBLE AND OTHER FORMS OF MULTIPLE DAMAGES AVAILABLE TO ANY PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, TREBLE OR OTHER FORMS OF MULTIPLE DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU (OR YOUR OWNERS), THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS.

WE AND YOU (AND YOUR OWNERS) IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER US OR YOU (OR YOUR OWNERS).

D. Claims Not a Defense. You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement.

10. ~~Miscellaneous~~ MISCELLANEOUS.

A. Relationship of the Parties. This Agreement does not create a fiduciary relationship between us and you. You have no authority, express or implied, to act as our or our affiliate's agent for any purpose. You are an independent contractor responsible for all obligations and liabilities of, and for all loss or damage to, your business. We and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Neither party is liable for any act, omission, debt or any other obligation of the other.

B. Waivers. Either we or you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. However, no interpretation, change, termination or waiver of any of this Agreement's provisions shall be binding upon us unless in writing and executed by one of our officers, and which is specifically identified as an amendment, termination or waiver under this Agreement. Any waiver we grant will be without prejudice to our other rights and may be revoked at any time and for any reason, effective upon ten (10) days' prior written notice. Our waiver of your breach of any provision of this Agreement applies only to that one breach and that one provision, and not to any

subsequent breach of that provision or any other provision. Our acceptance of any payments due under this Agreement shall not be deemed to be our waiver of any preceding breach. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. We may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you.

C. Severability. Except as expressly provided to the contrary in this Agreement, each Section, subsection and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court or agency with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, we and you agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity. If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of termination or of our refusal to enter into a renewal franchise agreement, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any Standard is invalid, unenforceable or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety.

D. Interpretation. The Contract Data Schedule, preambles and exhibits are a part of this Agreement which, together with any riders or addenda executed at the same time as this Agreement, constitutes our and your entire agreement and supersedes all prior and contemporaneous oral or written agreements and understandings between them relating to the subject matter of this Agreement. There are no other oral or written representations, warranties, understandings or agreements between us and you relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation that we made in the most recent disclosure document (including its exhibits and amendments) that we delivered to you or your representative. Any policies that we adopt and implement from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement and are not binding on us. Nothing in this Agreement is intended nor deemed to confer any rights or remedies upon any person or entity not a party to this Agreement. The parties' rights and remedies under this Agreement and applicable law are cumulative. You may not withhold payment of any amounts owed to us or our affiliates on the grounds of our or their alleged nonperformance of any of our or their obligations under this Agreement or any other agreement. Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. If two or more persons are at any time parties to this Agreement as the franchisee under this Agreement, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement may be executed by electronic signature and/or in multiple copies, each of which will be deemed an original.

E. Binding Effect and Amendment. This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns and successors in interest. Subject to our rights to modify the System, this Agreement may not be amended or modified except by a written agreement executed by both us and you.

F. Exercise of Our Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise

reasonable business judgment in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System or Combo Restaurants generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System or Combo Restaurants include enhancing the value of the Proprietary Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System or Combo Restaurants.

G. Notices. All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as you and we provide each other in writing; provided, however, that we may also send notice to you at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as you may provide to us in writing. All notices to us shall be sent to us, “[c/o Dunkin’ Brands, Inc., as Manager,] Attention: Legal Department.”

H. No Related Party Liability. You agree that none of our past, present or future directors, officers, employees, incorporators, members, partners, stockholders, subsidiaries, affiliates, controlling parties, entities under common control, ownership or management, vendors, service providers, agents, attorneys or representatives will have any liability for: (1) any of our obligations or liabilities relating to or arising from this Agreement; (2) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (3) any claim against us based on any of our alleged unlawful acts or omissions.

I. No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the ~~day and year first written above~~ Effective Date.

~~DUNKIN' DONUTS~~ BASKIN-ROBBINS FRANCHISING LLC

By: _____

~~Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

~~BASKIN-ROBBINS~~ DUNKIN' DONUTS FRANCHISING LLC

By: _____

~~Assistant Secretary~~

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

WITNESS/ATTEST:

DEVELOPER
~~Entity~~

Print Name: _____

By: _____

Print Name: _____, Title _____

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given ~~this ____ day of _____, 20____~~ as of the Effective Date of the Agreement, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain ~~Store~~-Development Agreement (together with all amendments or modifications, the "Agreement") on this date by **DUNKIN' DONUTS FRANCHISING LLC** ("Dunkin'") and **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins" and together with Dunkin, the "Franchisor"), each of the undersigned unconditionally (a) guarantees to Franchisor and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that _____ ("Developer") will punctually pay and perform each and every undertaking, agreement, and covenant of Developer set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach by Developer of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements, except that ~~(1) the undersigned shall not be required to personally be bound by the covenants in Section 1.B(1) of the Agreement, and (2) no~~ guarantor shall have any liability with respect to another guarantor's failure to comply with any non-monetary obligations under the Agreement. In the event of a direct conflict between the foregoing ~~clauses (1) or (2)~~ exception, on the one hand, and any other provision of this Guaranty or the Agreement, on the other hand, such ~~clauses (1) or (2), as the case may be,~~ exception shall govern to the extent of such direct conflict.

B. Each of the undersigned acknowledges that (a) they are either an owner (whether direct or indirect) of Developer or otherwise has a direct or indirect relationship with Developer or its affiliates; (b) they will benefit significantly from Franchisor's entering into the Agreement with Developer; and (c) Franchisor would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) their direct and immediate liability under this Guaranty will, except as set forth in Paragraph A, above, be joint and several, both with Developer and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Franchisor's pursuit of any remedies against Developer or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor may from time to time grant to Developer or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Developer or any of its owners or guarantors, and for so long as Franchisor has any cause of action against Developer or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Developer, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Developer arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Developer under any applicable bankruptcy law with respect to Developer's obligations to Franchisor; (b) all rights to require Franchisor to proceed against Developer for any payment required under the Agreement, proceed against or exhaust any security from Developer, take any action to

assist any of the undersigned in seeking reimbursement or Developer in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Developer; (c) any benefit of, or any right to participate in, any security now or hereafter held by Franchisor; and (d) acceptance and notice of acceptance by Franchisor of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Franchisor shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Developer, any other guarantor, or any collateral securing any obligations of Developer to Franchisor. Without affecting the obligations of the undersigned under this Guaranty, Franchisor may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Developer, or settle, adjust, release, or compromise any claims against Developer or any other guarantor, make advances for the purpose of performing any obligations of Developer under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Developer, (b) any lack of authority of Developer with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Developer, (d) any circumstance whereby the Agreement shall be void or voidable as against Developer or any of its creditors, including a trustee in bankruptcy of Developer, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Developer of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Developer or any other guarantor, and (g) any act or omission of Developer.

F. If Franchisor is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its reasonable costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located in Atlanta, Georgia. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT.**

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

[Signature]

[Print Name]

GUARANTOR(S)

_____, individually

_____, individually

_____, individually

_____, individually

[Note to Drafter: For a corporate guarantor, remove “individually” and add the signatory’s title and entity name.]

EXHIBIT A

~~STORE~~ DEVELOPMENT AREA

1. ~~Store~~-Development Area: _____

 _____.
2. List of Combo restaurants in the ~~Store~~-Development Area that, as of the date of the Agreement, are owned and operated by our affiliates or other franchisees or are under development by our affiliates or other franchisees:

PC #	Address

EXHIBIT B**DEVELOPMENT SCHEDULE AND KEY TERMS****I. Development Schedule:**

Restaurant	Required Opening Date	Cumulative # of Restaurants by Required Opening Date
1		
2		
3		
4		
5		
6		
7		
8		

II. Initial Franchise Fees:

of Combo Restaurants ____ X IFF Per Combo Restaurant _____ Total IFF \$ _____

Less Discount, if applicable \$ _____

Total IFF Amount Due: \$ _____

The Total IFF Amount Due shall be payable, and applied to each Restaurant, as follows:

Restaurant	First 25% of IFF Due	Remaining IFF Due*
1	Agreement Date	_____ or the actual opening date, whichever is sooner.
2	Agreement Date	_____ or the actual opening date, whichever is sooner.
3	Agreement Date	_____ or the actual opening date, whichever is sooner.
4	Agreement Date	_____ or the actual opening date, whichever is sooner.
5	Agreement Date	_____ or the actual opening date, whichever is sooner.
6	Agreement Date	_____ or the actual opening date, whichever is sooner.
7	Agreement Date	_____ or the actual opening date, whichever is sooner.

Restaurant	First 25% of IFF Due	Remaining IFF Due*
8	Agreement Date	_____ or the actual opening date, whichever is sooner.

*** For each Restaurant, the remaining IFF is due on the earlier of (a) six (6) months before the Required Opening Date (as reflected in Table I above), or (b) the Restaurant's actual opening date.**

III. For each Restaurant (not including any SDO Restaurants), you will sign our then-current version of Franchise Agreement, provided that the following fees shall apply for each Restaurant:

- i. Continuing Franchise Fee: _____
- ii. Continuing Advertising Fees: _____
- iii. Marketing Start-Up Fee: _____

For each SDO Restaurant, you will sign our then-current version of Franchise Agreement and you will pay our then-current Continuing Franchise Fee, Continuing Advertising Fees, and Marketing Start-Up Fee for SDO Restaurants.

IV. Term Expiration Date: _____

EXHIBIT C**STATEMENT OF LEGAL COMPOSITION**

You hereby represent and warrant that your ownership and/or legal composition is as follows:

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: _____

[Note to Drafter: #2 should indicate the individual or the developer entity that is being granted a development agreement.]

3. If Entity, duly organized on _____ and existing under the laws of the State of _____

4. Principal Business Address (No P.O. Box #'s): _____

5. Owners:

<u>Name</u>	<u>Address</u>	<u>Email Address</u>	<u>% Ownership & Title</u>

6. The following Owner/Shareholder/Partner/Member will spend full time in active management and is the control person:

<u>Name</u>	<u>Address</u>	<u>Email Address</u>	<u>Title</u>

Our Initials

Your Initials

Date: _____

EXHIBIT D-3
TO THE BASKIN-ROBBINS FDD

INCENTIVE ADDENDUM TO THE ~~STORE~~ DEVELOPMENT AGREEMENT

2025~~2026~~ INCENTIVES AMENDMENT
TO THE BASKIN-ROBBINS ~~STORE~~ DEVELOPMENT AGREEMENT

This Incentives Amendment to the ~~Store~~-Development Agreement (the “Amendment”) is made and entered into on _____ (the “Effective Date”), by and between BASKIN-ROBBINS FRANCHISING LLC (“we,” “us,” or “our”) and _____ (“you” or “your”).

BACKGROUND

A. [Note: Only include this recital if the parties are signing a **new** ~~Store~~-Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are signing that certain ~~Store~~-Development Agreement dated as of the date hereof (the “Development Agreement”) granting you the right to develop multiple Baskin-Robbins Restaurants in the ~~Store~~-Development Area (the “New Commitments” or “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. [Note: Only include this recital if the parties are **amending an existing** ~~Store~~-Development Agreement to receive the incentives] Simultaneously with signing this Amendment, we and you are amending that certain Development Agreement or Store Development Agreement dated _____ (as amended, the “Development Agreement”) granting you the right to develop one or more new, additional Baskin-Robbins Restaurants in the ~~Store~~-Development Area (each a “New Commitment” and collectively, the “New Commitments”). You understand that the terms of this Amendment will apply to all New Commitments and any Baskin-Robbins Restaurant(s) you agreed to develop before entering into this Amendment but have not opened as of the date you sign this Amendment (collectively, the “Incentive Commitments”). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

C. Before developing and operating each Incentive Commitment that you agree to open under the Development Agreement, you must sign the then-current form of Franchise Agreement (each a “Franchise Agreement” and, collectively, the “Franchise Agreements”).

D. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under each Franchise Agreement you signed in connection with the Development Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Application of Amendment.** We and you are signing this Amendment because we and you are signing or amending the Development Agreement on or before March 31, ~~2026~~2027, and the New Commitments you agreed to develop under the Development Agreement may be eligible for one or more incentive programs described in this Amendment. Therefore, notwithstanding any terms in the Development Agreement to the contrary, if you meet the applicable incentive program conditions, then we agree that the Franchise Agreement(s) that we and you sign for certain Restaurant(s) developed under the Development Agreement will reflect the terms of the applicable incentive programs described in this Amendment.

2. **~~New Restaurant Opening~~Standard (Royalty) Incentive.** [Note: Only include if the franchisee qualifies for the ~~New Restaurant Opening~~Standard (Royalty) Incentive] Because we and you are

signing this Amendment before March 31, ~~2026~~2027, to develop one ~~to three~~or more New Commitments within the ~~NRO~~“Standard (Royalty) Territory” (defined below), each Incentive Commitment you develop under the Development Schedule will receive the benefits of our ~~“New Restaurant Opening” or “NRO Standard (Royalty) Incentive” or “Standard (Royalty)”~~ incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement. The ~~“NRO Standard (Royalty) Territory”~~ means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ~~NRO Standard (Royalty)~~ incentive program will not apply to the Restaurant(s). If you meet the requirements of the ~~NRO Standard (Royalty)~~ incentive program, then under the applicable Franchise Agreement:

- a. ~~The~~We will credit \$12,500 toward your Continuing Franchise Fee and the Continuing Franchise Fee will also be amended as set forth below:

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

- b. The Continuing Advertising Fee will be amended as set forth below:

Duration of Effective CAF	Effective CAF
Opening through Year ~~23~~	2.5%
Year ~~34~~ through remainder of the term	5.0%

- c. The Marketing Start-Up Fee ~~will be~~is hereby amended ~~to provide such~~ that you will only be required to pay \$3,000 ~~towards the Marketing Start-Up Fee~~in accordance with Section 5.B of the Franchise Agreement, and we agree to ~~provide you~~contribute, directly or indirectly, ~~with~~ \$3,000 ~~towards the opening of the Restaurant~~toward the Marketing Start-Up Fee.

~~3. **Deeper New Restaurant Opening Incentive.** [Note: Only include if the franchisee qualifies for the Deeper New Restaurant Opening Incentive] Because we and you are signing this Amendment before March 31, 2026 to develop four or more New Commitments within the Deeper NRO Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “Deeper New Restaurant Opening” or “Deeper NRO” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including~~

~~the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the Deeper NRO incentive program described in this Section. The “Deeper NRO Territory” means all areas in the United States excluding Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the Deeper NRO incentive program will not apply to the Restaurant(s). If you meet the requirements of the Deeper NRO incentive program, then under the applicable Franchise Agreement:~~

~~a. The initial franchise fee due under the Franchise Agreement will be \$12,500.~~

~~b. The Continuing Franchise Fee will be amended as set forth below:~~

Duration of Effective CFF	Effective CFF
Opening through Year 2	1.9%
Year 3 through Year 4	2.9%
Year 5 through remainder of the term	5.9%

~~c. The Continuing Advertising Fee will be amended as set forth below:~~

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

~~d. The Marketing Start-Up Fee will be amended to provide that you will only be required to pay \$3,000 towards the Marketing Start-Up Fee, and we agree to provide you, directly or indirectly, with \$3,000 towards the opening of the Restaurant.~~

~~3. 4. **Alternative Deeper New Restaurant Opening Standard (Margin) Incentive.** [Note: Only include if the franchisee qualifies for the **Alternative Deeper New Restaurant Opening Standard (Margin) Incentive**] Because we and you are signing this Amendment before March 31, ~~2026~~2027, to develop ~~four~~one or more New Commitments within the **ADNRO Standard (Margin)** Territory (defined below), each Incentive Commitment you agree to develop under the Development Schedule will receive the benefits of our “**Alternative Deeper New Restaurant Opening**” or “**ADNRO Standard (Margin) Incentive**” or “**Standard (Margin)**” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement~~

and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the ~~ADNRO~~Standard (Margin) incentive program described in this Section. The “~~ADNRO~~Standard (Margin) Territory” means Alaska, Hawaii, Idaho, Montana, Oregon, Washington, and the Central States Territory. The “Central States Territory” means certain designated areas in Arkansas, Georgia, Kansas, Mississippi, Missouri, Nebraska, Oklahoma, and Tennessee. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ~~ADNRO~~Standard (Margin) incentive program will not apply to the Restaurant(s). If you meet the requirements of the ~~Deeper ADNRO~~Standard (Margin) incentive program, then under the applicable Franchise Agreement:

a. ~~The initial franchise fee due under the Franchise Agreement~~We will ~~be credit~~ \$12,500 toward your Continuing Franchise Fee.

b. If the Restaurant is located in Idaho, Montana, Oregon, or Washington, the Continuing Advertising Fee will be amended as set forth below:

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

c. If the Restaurant is located in Alaska or Hawaii, the Continuing Advertising Fee will be amended as set forth below:

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

d. If the Restaurant is located in the Central States Territory, the Continuing Advertising Fee will be amended as set forth below:

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

e. The Marketing Start-Up Fee ~~will be~~ is hereby amended ~~to provide~~ such that you will only be required to pay \$3,000 ~~towards the Marketing Start-Up Fee~~ in accordance with Section 5.B of the Franchise Agreement, and we agree to ~~provide you~~ contribute, directly or indirectly, ~~with~~ \$3,000 ~~towards the opening of the Restaurant~~ toward the Marketing Start-Up Fee.

f. We will provide you with the following equipment credit equal to:

[Note: Only include the applicable amount based on whether the Restaurant will have a drive-thru or will not have a drive-thru]

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

4. ~~5.~~ Early Opening Incentive. If you meet the requirements of the ~~New Restaurant Opening, Deeper NRO, or ADNRO~~Standard (Royalty) or Standard (Margin) incentive program set forth above, then for each Franchise Agreement that is executed for an Incentive Commitment in compliance with the Development Agreement, and you open and begin operating the Restaurant in compliance with the Franchise Agreement before the Applicable Opening Deadline, then the Royalty Fee will be zero percent (0%) from the date you open the Restaurant until the Applicable Opening Deadline (not to exceed ~~twelvesix~~ (126) months), then the applicable royalty rate shall apply. If you open the Restaurant on or after the Applicable Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

~~6. Alternative New Restaurant and Relocation Capital Contribution Incentive.~~ *[Note: Only include if the franchisee qualifies for the New Restaurant Capital Contribution Incentive]* Because we and you are signing this Amendment before March 31, 2026 to develop two or more New Commitments within the ANRRCC Territory (defined below) and/or amending the Development Agreement to add one or more New Commitments within the ANRRCC Territory, each Incentive Commitment you develop under the Development Schedule that is located within the ANRRCC Territory will receive the benefits of our “Alternative New Restaurant and Relocation Capital Contribution” or “ANRRCC” incentive program, if (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating that Restaurant in compliance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the “Applicable Opening Deadline”), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the Development Agreement and the applicable Franchise Agreement, then you will receive the benefits of the ANRRCC incentive program described in this Section. The “ANRRCC Territory” means Alaska, Arkansas, Georgia, Hawaii, Idaho, Kansas, Mississippi, Missouri, Montana, Nebraska, Oklahoma, Oregon, Tennessee, and Washington. If you fail to satisfy any of the conditions listed in (a) through (d) above, the ANRRCC incentive program will not apply to the Restaurant(s). If you meet the requirements of the ANRRCC incentive program, then under the applicable Franchise Agreement, we will provide you with the following equipment credit:

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

5. ~~7.~~ **VetFran Program.** [Note: Only include if the Developer or its owner(s) qualify for the VetFran Program.] Because we and you are signing this Amendment before March 31, ~~2026~~2027, and you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs the Development Agreement to develop two or more Baskin-Robbins Restaurants, each Incentive Commitment you develop under the Development Schedule will receive the benefits of our “VetFran Program” incentive if you (a) you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, including the applicable Franchise Agreement, (b) you open and begin operating Restaurant in compliance with the applicable Franchise Agreement on or before the Applicable Opening Deadline, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in compliance with the applicable Franchise Agreement. Then, if you satisfy the conditions in (a) through (c) above, we will credit an amount equal to \$10,000 towards the Royalty Fees owed under each Franchise Agreement signed in connection with the Development Agreement, up to \$100,000 in total. If you fail to satisfy any of the conditions listed in (a) through (d) above, the VetFran Program will not apply to the Restaurant(s).

6. ~~8.~~ **Miscellaneous.** The Background is incorporated into this Amendment by this reference. For the avoidance of doubt, all references in this Amendment to a Development Schedule, Opening Deadline, or any other required opening date shall refer to such date(s) as of the effective date of the applicable agreement. If we agree to any subsequent modification to, or amendment of, the Development Schedule, Opening Deadline, or any other required opening date, such modification or amendment shall not modify, amend, or otherwise extend any deadlines set forth in this Amendment. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment ~~the date~~as of the Effective Date.

YOU:

By: _____

Name: _____

Title: _____

US:

BASKIN-ROBBINS FRANCHISING LLC

By: _____

Name: _____

Title: _____

BASKIN-ROBBINS FRANCHISING LLC

By: _____

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____

Print Name, Title

[Note to Drafter: Replace the word “DEVELOPER” in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

EXHIBIT D-4
TO THE BASKIN-ROBBINS FDD
CONDITIONAL OPTION TO EXTEND

SDA # _____

CONDITIONAL OPTION(S) TO EXTEND
ADDENDUM TO COMBO ~~STORE~~-DEVELOPMENT AGREEMENT

The following provisions are hereby incorporated into the Combo ~~Store~~-Development Agreement (“~~SDA~~DA”). These provisions both supplement and modify the ~~SDA~~DA in respect of the obligations imposed and benefits received by each party. In the event of any conflict between a provision in this Addendum and a provision in the ~~SDA~~DA, the provision in this Addendum shall control.

1. **Option to Extend.** This Agreement and the development rights granted in it expire on the date stated in **Exhibit B**, subject to the following conditional option(s) to extend: We grant you a conditional option to extend your exclusive development rights for the same ~~Store~~-Development Area subject to and in accordance with the terms set forth in this Addendum (“Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional Restaurant in the ~~Store~~-Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise this option you must (a) have met your Development Schedule under this Agreement, (b) be in compliance with all of your franchise agreements with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise the Option to Extend, you must advise us in writing no later than sixty (60) days prior to the original expiration of this Agreement but no sooner than one hundred twenty (120) days prior to the original expiration of this Agreement. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Option to Extend, we will extend the Agreement through _____ [insert date that is four months after the Required Opening Date set forth below in the Option to Extend Development Schedule] (the “Amended Expiration Date”).

Terms for Option to Extend:

Option to Extend Development Schedule:

Development Schedule	Required Control Date	IFF Due Date	Required Opening Date
Additional Restaurant		Due on Required Control Date	

Term of franchise agreement: ____ years IFF Due: \$_____*

Continuing Franchise Fee, Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in ***Exhibit B** and any addenda referenced therein and you will sign our then-current franchise agreement for the Additional Restaurant.

2. **Second Option to Extend.** Provided you successfully exercise and qualify for the above Option to Extend and that you timely develop and open the Additional Restaurant pursuant to the Option to Extend, we grant you a conditional option to extend your exclusive development rights for a second time for the same ~~Store~~-Development Area subject to and in accordance with the terms set forth below in this Addendum (the “Second Option to Extend”). By exercising the Option to Extend, you agree, if you qualify for same, to accept the exclusive right and obligation to develop and open an additional Restaurant in the ~~Store~~-Development Area in accordance with the terms set forth below as well as the other terms of this Agreement. In order to be eligible to exercise the Second Option to Extend you must (a) have met your Development Schedule under this Agreement (including under the Option to Extend), (b) be in compliance with all of your franchise agreements

with us or any of our affiliates, (c) meet our then-current financial criteria for developing an additional Restaurant, and (d) meet our Criteria to Expand. If you wish to exercise this option to extend, you must advise us in writing no later than sixty (60) days prior to the Amended Expiration Date but no sooner than one hundred twenty (120) days prior to the Amended Expiration Date. You agree to promptly provide such documentation as we may reasonably request to assess whether you meet our then-current financial criteria. If you timely exercise and qualify for the Second Option to Extend, we will extend the Agreement through _____
[insert date that is four months after the Required Opening Date set forth below in the Second Option to Extend Development Schedule].

Terms for Second Option to Extend:

Second Option to Extend Development Schedule:

Development Schedule	Required Control Date	IFF Due Date	Required Opening Date
Additional Restaurant		Due on Required Control Date	

Term of franchise agreement: ____ years

IFF Due: \$_____**

Continuing Franchise Fee, Initial Franchise Fee, Continuing Advertising Fee and Marketing Start-Up Fee for the Additional Restaurant will be the same as set forth in **Exhibit B** and any addenda referenced therein, and you will sign our then-current franchise agreement for the Additional Restaurant.

3. The second to last sentence of Section 2 of the ~~SDA~~DA entitled “Initial Franchise Fees” is hereby deleted and replaced in its entirety with the following:

If you develop more Restaurants than [**two/three**] Restaurants during the term of this Agreement, then the IFF for each additional Restaurant will be fifty percent (50%) of the IFF for each Restaurant.

4. Section 4 of the ~~SDA~~DA entitled “**Renewal of Rights**” is hereby deleted and replaced in its entirety with the following:

Renewal of Rights. This Agreement and the development rights granted in it expire on the date stated in Exhibit B or as may be amended pursuant to the addendum to this Agreement entitled “Conditional Option(s) to Extend” (the “Option Addendum”). If you have successfully exercised the option(s) contained in the Option Addendum and you wish to renew exclusive development rights for the same ~~Store~~-Development Area, you must advise us in writing within six (6) months prior to the expiration of this Agreement, as amended. We will then reassess the potential of the ~~Store~~-Development Area for further development. If we and you agree that there is potential for additional Restaurants, we will offer you the first opportunity to enter into a new agreement for the ~~Store~~-Development Area, provided that you met your Development Schedule under this Agreement (including under the Option Addendum), you are in compliance with all of your franchise agreements with us or any of our affiliates, you meet our then-current Criteria to Expand, and we and you can agree on a new development schedule. The agreement you sign will be our then-current renewal ~~store~~-development agreement, and the fees will be the then-current fees for that ~~Store~~-Development Area. The renewal ~~store~~-development agreement will be on substantially the same form as our then-current ~~store~~-development agreement except it will

contain no renewal rights. You will have 10 days from the time you receive the new Agreement to sign and return it to us.

ATTEST/WITNESS:

(Developer)
[insert corp., LLC or partnership]

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word “DEVELOPER” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

EXHIBIT E
TO THE BASKIN-ROBBINS FDD

STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS

STATE-SPECIFIC APPENDICES AND AGREEMENT RIDERS

The following are additional disclosures for the Franchise Disclosure Document of Baskin-Robbins Franchising LLC as required by various state franchise laws. Each provision of these additional disclosures will only apply to you if the applicable state franchise registration and disclosure law applies to you.

No Waiver of Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

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

STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. The following language is added to the end of Item 1:

To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the “Fast Food Act”), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

2. The following language is added to the end of Items 5, 6, and 11:

We currently do not provide any training or assistance related to, or charge any initial or ongoing fees related to, the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your restaurant, operating your franchise, and training and supervising your employees.

3. The last sentence of Note 9 to the Item 7 chart is hereby deleted and replaced with the following:

The additional funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), to the extent applicable, based on the Fast Food Act standards that are in effect as of the date of this disclosure document.

4. The following paragraph is added to the end of Item 17:

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

**STATE OF HAWAII
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

THE FOLLOWING PARAGRAPH IS ADDED TO THE END OF ITEM 17 OF THE FRANCHISE DISCLOSURE DOCUMENT:

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

**STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

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

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

2. The following language is added to the end of the “Summary” section of Item 17(h), entitled “Cause” defined – non-curable defaults:

Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable.

3. The following language is added to the end of the “Summary” section of Item 17(v), entitled Choice of forum:

Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the federal law.

4. The following language is added to the end of the “Summary” section of Item 17(w), entitled Choice of law:

; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to any arbitration obligations, you may bring an action in Maryland.

5. The following paragraphs are added to the end of the chart in Item 17:

You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise.

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

**STATE OF MINNESOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT**

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.

Item 13 of the Franchise Disclosure Document, under the heading “Trademarks,” shall be supplemented by the addition of the following paragraph:

“The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee’s use of the franchisor’s trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee’s use of a franchisor’s trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim. You must cooperate in the defense in any reasonable manner we prescribe with any direct cost of such cooperation to be borne by us.

The following paragraphs are added to the end of Item 17 of the Franchise Disclosure Document:

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

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to injunctive relief, liquidated damages, termination penalties, or judgment notes. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release required as a condition of renewal, sale, and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

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

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

Item 17.

1. The “Summary” sections of Items 17(c) and (m) of the Franchise Disclosure Document are amended by adding the following:

Any release executed will not apply, to the extent prohibited by applicable law, with respect to claims arising under the North Dakota Franchise Investment Law.

2. The “Summary” section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Covenants not to compete such as those mentioned above generally are considered unenforceable in the state of North Dakota. However, we will seek to enforce them to the extent enforceable.

3. The “Summary” section of Item 17(v) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following:

Litigation generally must be in Atlanta, Georgia, except that to the extent required by the North Dakota Franchise Investment Law, you may bring an action in North Dakota.

4. The “Summary” section of Item 17(w) of the Franchise Disclosure Document is deleted in its entirety and replaced with the following.

Except for federal law, to the extent required by law, North Dakota law applies.

5. The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

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

THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENTS AND ~~STORE~~ DEVELOPMENT AGREEMENTS

**RIDER TO THE BASKIN-ROBBINS FRANCHISE AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date”) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Baskin-Robbins Restaurant Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the “Franchise Agreement”). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Franchise Agreement will be located or operated in Maryland.

2. **RELEASES.** Sections 2.4(b) and 13.D(4) of the Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following sentence is added to the end of Section 14.A(10) of the Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW.** The following language is added to the end of Sections 15.A of the Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the "Effective Date") by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Franchise Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "Combo Franchise Agreement"). This Rider is annexed to and forms part of the Combo Franchise Agreement. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurant that you will operate under the Combo Franchise Agreement will be located or operated in Maryland.

2. **RELEASES.** Sections 2.4(b) and 13.D(4) of the Combo Franchise Agreement is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **INSOLVENCY.** The following sentence is added to the end of Section 14.A(10) of the Combo Franchise Agreement:

This Section might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. **GOVERNING LAW.** The following language is added to the end of Sections 15.A of the Combo Franchise Agreement:

However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the Combo Franchise Agreement:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

**RIDER TO THE BASKIN-ROBBINS RESTAURANT ~~STORE~~-DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, ____ (the “Effective Date”) by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we,” “us,” or “our”), and _____ (“you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Baskin-Robbins Restaurant ~~Store~~ Development Agreement dated _____, ____ that has been signed concurrently with the signing of this Rider (the “~~SDA~~DA”). This Rider is annexed to and forms part of the ~~SDA~~DA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the ~~SDA~~DA will be located or operated in Maryland.

2. **RELEASES.** The first sentence of Section 6.C of the ~~SDA~~DA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the ~~SDA~~DA:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word “DEVELOPER” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT ~~STORE~~
DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of _____, 20__ (the "Effective Date") by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____ ("you" or "your").

1. **BACKGROUND.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant ~~Store~~ Development Agreement dated _____, _____ that has been signed concurrently with the signing of this Rider (the "~~SDA~~DA"). This Rider is annexed to and forms part of the ~~SDA~~DA. This Rider is being signed because (a) you are a resident of Maryland, or (b) the Restaurants that you will develop and operate under the ~~SDA~~DA will be located or operated in Maryland.

2. **RELEASES.** The first sentence of Section 6.C of the ~~SDA~~DA is amended by adding the following:

, provided, however, that such general release shall not apply to the extent prohibited by the Maryland Franchise Registration and Disclosure Law.

3. **NO RELEASE, ESTOPPEL OR WAIVER.** The following language is added to the end of the ~~SDA~~DA:

Any representations requiring licensee to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT FOR USE IN MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the “Minnesota Act”), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the “Minnesota Rules”), the parties to the attached Baskin-Robbins Restaurant Franchise Agreement (the “Agreement”) agree as follows:

1. Section 2.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

2. Section 2.B of the Agreement shall be supplemented by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of this Agreement.

3. Section 9.D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you may have under this Agreement to use our trademarks.

4. Section 13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. Section 14.A of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____

Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Combo Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. ~~7.~~ Section 2.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 2.B will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules.

2. ~~8.~~ Section 2.B of the Agreement shall be supplemented by adding the following:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days' notice of non-renewal of this Agreement.

3. ~~9.~~ Section 9.D of the Agreement shall be supplemented by adding the following:

Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), we are required to protect any rights that you may have under this Agreement to use our trademarks.

4. ~~10.~~ Section 13.B of the Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section 13.1 will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

5. ~~11.~~ Section 14.A of the Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement.

6. ~~12.~~ Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

[signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

RIDER TO THE BASKIN-ROBBINS RESTAURANT ~~STORE~~-DEVELOPMENT AGREEMENT FOR USE IN MINNESOTA

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Baskin-Robbins Restaurant ~~Store~~-Development Agreement (the "~~Store~~-Development Agreement") agree as follows:

1. Sections 6.C and 8.D(4) of the ~~Store~~-Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

2. Section 7.A of the ~~Store~~-Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise ~~Store~~-Development Agreement.

3. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise ~~Store~~-Development Agreement on the same date as the ~~Store~~-Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word “DEVELOPER” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT ~~STORE~~
DEVELOPMENT AGREEMENT
FOR USE IN MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22 (the "Minnesota Act"), and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (the "Minnesota Rules"), the parties to the attached Dunkin' / Baskin-Robbins Combo Restaurant ~~Store~~-Development Agreement (the "~~Store~~ Development Agreement") agree as follows:

1. ~~4.~~ Sections 6.C and 8.D(4) of the ~~Store~~-Development Agreement shall be amended by adding the following:

Notwithstanding the above language, any release signed under this Section will exclude any claims that you may have that arise under the Minnesota Act or the Minnesota Rules. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that we may not unreasonably withhold our consent to the proposed transfer of the franchise.

2. ~~5.~~ Section 7.A of the ~~Store~~-Development Agreement shall be amended by adding the following:

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) of the Franchise ~~Store~~-Development Agreement.

3. ~~6.~~ Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Act or the Minnesota Rules are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this Minnesota amendment to the Franchise ~~Store~~-Development Agreement on the same date as the ~~Store~~-Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

**RIDER TO THE BASKIN-ROBBINS RESTAURANT FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

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

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this ~~Minnesota~~North Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

**RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT FRANCHISE
AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("[Dunkin'](#)") and [Baskin-Robbins Franchising LLC, a Delaware limited liability company](#) ("[Baskin-Robbins](#)", and together with Dunkin', "[we](#)," "[us](#)," or "[our](#)"), and _____, a _____ ("[you](#)").

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

2. **Non-Competition.** The following language is added to the end of that subparagraph in 10.C:

Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, we and you acknowledge and agree to enforce these provisions to the extent enforceable under the law.

3. **Releases.** The following language is added to the end of subparagraphs 2.B and 13.D(4) of the Franchise Agreement:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

4. **Governing Law.** The following language is added to the end of subparagraph 15.A of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW APPLIES TO THIS AGREEMENT.

5. **Choice of Forum.** The following language is added to the end of subparagraph 15.B of the Franchise Agreement:

HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, YOU MAY BRING AN ACTION IN NORTH DAKOTA.

6. **Waiver of Punitive Damages and Jury Trial.** If and to the extent required by the North Dakota Franchise Investment Law, subparagraph 15.C of the Franchise Agreement is deleted.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this ~~Minnesota~~North Dakota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

~~FRANCHISOR~~

~~FRANCHISEE:~~

**RIDER TO THE BASKIN-ROBBINS RESTAURANT ~~STORE~~-DEVELOPMENT AGREEMENT
FOR USE IN NORTH DAKOTA**

This Rider is made and entered into as of _____, 20__ by and between Baskin-Robbins Franchising LLC, a Delaware limited liability company (“we”), and _____, a _____ (“you”).

1. **Background.** We and you are parties to that certain Baskin-Robbins Restaurant ~~Store~~ Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the “~~SDA~~DA”). This Rider is annexed to and forms part of the ~~SDA~~DA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the ~~SDA~~DA will be located or operated in North Dakota.

2. **Releases.** The following language is added to the end of subparagraphs 6.C and 8.D(4) of the ~~SDA~~DA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this ~~Minnesota~~North Dakota amendment to the Franchise ~~Store—Development—~~Agreement on the same date as the ~~Store Development~~Franchise Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____

_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____

_____ Print Name, Title

[Note to Drafter: Replace the word “DEVELOPER” in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word “individually” after the printed name and write “N/A” after the word Title.]

RIDER TO THE DUNKIN' / BASKIN-ROBBINS COMBO RESTAURANT ~~STORE~~
DEVELOPMENT AGREEMENT
FOR USE IN ~~MINNESOTA~~ NORTH DAKOTA

This Rider is made and entered into as of _____, 20__ by and between Dunkin' Donuts Franchising LLC, a Delaware limited liability company ("Dunkin'") and Baskin-Robbins Franchising LLC, a Delaware limited liability company ("Baskin-Robbins", and together with Dunkin', "we," "us," or "our"), and _____, a _____ ("you").

1. **Background.** We and you are parties to that certain Dunkin' / Baskin-Robbins Combo Restaurant ~~Store~~-Development Agreement dated _____, 20__ that has been signed concurrently with the signing of this Rider (the "~~SDA~~DA"). This Rider is annexed to and forms part of the ~~SDA~~DA. This Rider is being signed because (a) you are a resident of North Dakota, or (b) the Restaurants that you will develop and operate under the ~~SDA~~DA will be located or operated in North Dakota.

2. **Releases.** The following language is added to the end of subparagraphs 6.C and 8.D(4) of the ~~SDA~~DA:

Any release will not apply to the extent otherwise prohibited by applicable law with respect to claims arising under the North Dakota Franchise Investment Law.

IN WITNESS WHEREOF, the parties have duly executed, and delivered this ~~Minnesota~~North Dakota amendment to the Franchise ~~Store~~-Development Agreement on the same date as the ~~Store~~-Development Agreement was executed.

FRANCHISOR

FRANCHISEE:

BASKIN-ROBBINS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DUNKIN' DONUTS FRANCHISING LLC

By: _____
_____ Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

DEVELOPER

By: _____
_____ Print Name, Title

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT F
TO THE BASKIN-ROBBINS FDD
OPTION TO ASSUME LEASE

OPTION TO ASSUME LEASE

THIS OPTION TO ASSUME LEASE (this "Option") is made and entered into this _____, by and between _____ ("Landlord") and _____ ("Tenant") and modifies that certain Lease by and between Landlord and Tenant (the "Lease") of even date herewith for the premises located at _____ (the "Premises").

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. If Tenant defaults under the Lease, or if Baskin-Robbins Franchising LLC ("Franchisor") terminates any or all of Tenant's franchise agreement(s) covering the Premises, or if any or all of those franchise agreement(s) expire without the grant of a renewal or successor franchise, Franchisor will have the option to assume the Lease. Landlord shall send Franchisor copies of all notices of default given to Tenant simultaneously with the delivery thereof to Tenant. All notices will be sent by nationally recognized overnight courier (with tracking capability). All notices to Franchisor shall be sent to Baskin-Robbins Franchising LLC, Three Glenlake Parkway NE, Atlanta, Georgia 30328, Attn: Legal Department. All notices to Landlord shall be sent to: _____, Attn: _____.

2. Franchisor may, within 30 days after Franchisor's receipt of (a) written notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) within the period set forth in the Lease (which written notice shall be accompanied by a copy of the Lease) or (b) a copy of the current Lease from Landlord and any default(s) of Tenant following notice from Franchisor to Landlord that Franchisor has terminated any or all of Tenant's franchise agreement(s) covering the Premises or that any or all of those franchise agreement(s) have expired without the grant of a renewal or successor franchise, notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease, Franchisor shall execute an agreement assuming all of Tenant's rights and obligations under the Lease effective as of the date of such assignment, subject to (i) Franchisor's right, upon receipt of Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, to assign the Lease to any third party and be released from any and all liability from and after the date of the assignment, (ii) Franchisor's right, without the need to obtain Landlord's consent, to sublet the Premises or assign the Lease to an approved franchisee of Franchisor, (iii) Franchisor not being subject to any provision of the Lease requiring continuous operation of a business in the Premises during any period the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 120 days in each instance, (iv) Franchisor not being bound by any Amendment (as hereinafter defined) to the Lease executed without obtaining Franchisor's prior written consent, and (v) Franchisor's right, if it subleases the Premises to a franchisee as provided above, to retain all consideration payable under such sublease.

3. Landlord further agrees that if the Lease contains any renewal or extension right and Tenant fails to exercise such right, Landlord will give Franchisor written notice thereof, and Franchisor will have the right, within 30 days after receipt of such notice from Landlord, to exercise such renewal or extension right on the same terms and conditions set forth in the Lease. If Franchisor exercises such right, Landlord and Franchisor will execute a lease assumption agreement as set forth in Section 2 above.

~~4. Landlord and Tenant further agree that Franchisor or its affiliates, shall have the right, at its election, at any time, to take an assignment of the Lease, without the consent of Landlord. Upon request, Landlord shall promptly execute an acknowledgement of such assignment of the Lease.~~

~~5~~4. If Franchisor exercises any right to assume or take an assignment of the Lease as set forth herein, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so within ten (10) days of Franchisor's written notice, Tenant appoints Franchisor as its agent to execute all

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documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and, if applicable, to Franchisor for all amounts that Franchisor pays to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs. The parties acknowledge and agree that upon expiration or earlier termination of the Lease, Tenant's loss of possession of the Premises, closure of the business on the Premises, expiration or earlier termination of the franchise agreement, or the like, Franchisor may enter the Premises without being guilty of trespass or tort to (a) de-identify the Premises and/or (b) remove from the Premises or its exterior any trademarked or trade property, proprietary software, equipment, design elements, signage, and/or other furniture or fixtures installed by Tenant or installed in connection with the Lease. Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary or parent of Franchisor. This Option may be signed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. This Option may be electronically signed by the parties, which will be treated as an original copy as though ink-signed by duly authorized officers or other representatives of each party.

~~6~~5. Landlord and Tenant further agree that they shall not enter into any amendment, supplement or modification of the Lease (each, an "Amendment"), which impacts Franchisor's rights under this Option in any material respect, without the prior written consent of Franchisor.

~~7~~6. Landlord and Tenant acknowledge and agree that Franchisor is intended to be a third-party beneficiary to this Option and shall be entitled to rely upon and directly enforce the provisions of this Option.

~~8~~7. This Option amends the Lease between the parties described hereinabove and except as provided herein, all other terms of said Lease shall remain unchanged. In the event of any conflict between the terms of this Option and the terms of the Lease, the terms of this Option shall control.

LANDLORD

By:

Name:

Its:

TENANT

By:

Name:

Its:

~~Its:~~

EXHIBIT G-1 TO THE BASKIN-ROBBINS FDD

LIST OF BASKIN-ROBBINS RESTAURANT FRANCHISEES



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AK	Anchorage	336654	3030 Denali St	99503-	(907)276-1955	Seung H. Choi
AK	Anchorage	355237	800 E Dimond Blvd	99515-2048	(907)336-3331	Ryan R. Kim
AL	Dothan	362296	3064 Ross Clark Cir	36301-1122	(334)792-8221	Magneshkumar Patel and Dehuti K. Patel
AL	Hoover	364733	1539 Montgomery Highway	35216-	(205)848-2300	FROZEN NILE LLC
AL	Huntsville	366089	5095 Moores Mill Road	35811-	(256)585-2500	Five Star Group LLC
AL	Huntsville	360576	5000 Whitesburg Dr S	35802-1627	(256)881-7920	Treat Yo Self LLC
AR	Benton	364132	19820 Interstate 30	72019-	(501)316-4054	Circle K Stores Inc., a Texas corporation
AR	Benton	339637	620 Military Rd	72015-	(501)860-6068	Circle K Stores Inc., a Texas corporation
AR	Brinkley	348366	1414 N. Main St	72021-2006	(870)734-1124	Jordan's Kwik Stop, Inc.
AR	Bryant	341933	1611 N. Reynolds	72022-	(501)847-9340	Circle K Stores Inc., a Texas corporation
AR	Cabot	346069	12410 Highway 5	72023-	(501)941-3770	Circle K Stores Inc., a Texas corporation
AR	Danville	359510	804 East 8th St	72833-8818	(479)495-2612	Jordan's Kwik Stop, Inc.
AR	El Dorado	356498	1735 W Hillsboro St	71730-6921	(870)862-9999	Jammin Investments LLC
AR	Forrest City	348881	2319 N Washington St	72335-1800	(870)633-2545	Jordan's Kwik Stop, Inc.
AR	Greenwood	355885	921 W Center St	72936-3721	(479)252-6556	Geno's Pizza of Greenwood, LLC
AR	Hope	334919	1615 N. Hervey	71801-	(870)777-7662	Wend-XX, Inc.
AR	Jonesboro	365856	2200 Red Wolf Boulevard	72401-	(870)336-8336	Hava Scoop, LLC
AR	Little Rock	349271	13000 Chenal Pkwy	72211-5259	(501)219-8515	R & R SCOOPS LLC
AR	Little Rock	360870	10102 N Rodney Parham Rd	72227-5589	(501)227-5656	Pan Business LLC
AR	Manila	358260	680 South Highway 77	72442-	(870)570-0013	Jordan's Kwik Stop, Inc.
AR	Marion	332424	3148 Interstate 55	72364-2141	(870)739-4527	BROYLES HOSPITALITY, LLC
AR	Mena	332218	901 Highway 71 N	71953-4313	(479)394-0363	Wend-XX, Inc.
AR	Mountain Home	355779	3052 Highway 62	72653-6537	(870)492-4920	Alamo Freeze LLC
AR	Pocahontas	335883	647 Highway 67 S	72455-	(870)248-9315	Jordan's Kwik Stop, Inc.
AR	Searcy	335684	1250 Truman Baker Dr	72143-	(501)305-2676	1250 Truman Baker Dr, LLC
AR	Stuttgart	338714	408 E. 22nd St	72160-9006	(870)673-4445	Hans Properties, LLC
AR	Wynne	332326	988 S. Falls Blvd	72396-3503	(870)238-3714	BROYLES HOSPITALITY, LLC
AZ	Anthem	354743	3655 W Anthem Way	85086-0436	(623)551-3561	Hira Ice Cream Shop Inc
AZ	Buckeye	357806	485 S Watson Rd	85326-3453	(623)386-4727	CASCADE HOLDINGS LLC
AZ	Chandler	365558	3165 South Alma School Road	85248-	(480)247-6099	PMPD Ventures LLC
AZ	Gilbert	366103	1496 North Higley Road	85234-	(480)361-4023	Sister's Scoop of Joy LLC
AZ	Gilbert	355039	1939 E Baseline Rd	85233-1548	(480)813-4988	MG Assets LLC
AZ	Gilbert	343521	2487 S Gilbert Rd	85295-	(480)899-4859	A LA MODE, LLC
AZ	Glendale	361445	4326 W. Bell Rd	85308-3545	(602)978-4249	SWEET HIRA GROUP INC



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AZ	Goodyear	365606	883 S. Cotton Lane	85338-	(623)440-8100	VALLABHA INC.
AZ	Goodyear	360209	13220 W Van Buren St	85338-1165	(623)932-4420	KRUSHNAM INVESTMENTS LLC
AZ	Kingman	352194	3455 Stockton Hill Rd	86409-4273	(928)757-2415	CNE LLC
AZ	Maricopa	365567	20350 North John Wayne Parkway	85139-	(520)666-2029	PMPD Ventures LLC
AZ	Mesa	365069	1252 South Signal Butte Road	85209-	(480)504-3704	31DERFUL FLAVS LLC
AZ	Mesa	361449	4406 E Main St	85205-7910	(480)924-1251	William Vanderbok & Patricia Vanderbok
AZ	Mesa	361457	1229 S. Power Rd S	85206-3737	(480)985-3131	William Vanderbok & Patricia Vanderbok
AZ	Peoria	361437	7665 W Bell Rd	85380-3831	(623)486-5447	CASCADE HOLDINGS LLC
AZ	Peoria	345444	24870 N. Lake Pleasant Pkwy	85383-1357	(623)566-4013	HIRA 31 CORPORATION
AZ	Peoria	365325	29883 N El Mirage Rd	85383-	(928)252-1134	Daily Flavors LLC
AZ	Phoenix	339871	4025 E Chandler Blvd	85048-8833	(480)704-2731	CNE LLC
AZ	Phoenix	361441	4547 E Cactus Rd	85032-7701	(602)996-2904	JS RAM LLC
AZ	Phoenix	361447	8841 N 19th Ave	85021-4295	(602)997-5144	H & M Management Inc
AZ	Phoenix	360206	4021 N. 75th Ave	85033-3728	(623)846-2944	Joberry, Inc.
AZ	Prescott	350836	1144 W Iron Springs Rd	86305-1611	(928)777-7001	Table for 6, LLC
AZ	Queen Creek	349116	21151 E Rittenhouse Rd	85142-4940	(480)888-8877	William Vanderbok & Patricia Vanderbok
AZ	Scottsdale	342426	6501 E Greenway Pkwy	85254-2351	(480)998-0310	EAD Holdings, LLC
AZ	Surprise	352144	15423 W Waddell Rd	85379-5171	(623)584-0256	CASCADE HOLDINGS LLC
AZ	Tempe	361443	3108 S. Mcclintock Dr	85282-8006	(480)820-3916	K6 FOODS, LLC
AZ	Tempe	360208	1715 E Guadalupe Rd	85283-3939	(480)839-5154	SJW Enterprises, LLC
AZ	Tucson	339292	7555 N La Cholla Blvd	85741-2303	(520)531-9198	RUSJ LLC
AZ	Tucson	360178	8670 E Broadway Blvd	85710-4014	(520)721-4171	YMAR LLC
CA	Adelanto	342888	12100 Palmdale Rd	92301-	(760)530-9122	VMYK BRIC CORPORATION
CA	Agoura	361333	5697 Kanan Rd	91301-3358	(818)991-9106	J & SON ICE CREAM INC
CA	Alameda	341537	2601 Blanding Ave	94501-1579	(510)865-2231	CROSS WIND, INC.
CA	Alhambra	337189	838 E Valley Blvd	91801-	(626)703-4334	JKB Lucky Inc.
CA	Anaheim	362170	512 N. Euclid St	92801-5510	(714)758-3887	SMA Enterprises, Inc.
CA	Anaheim	361350	1646 W. Katella Ave #4	92802-3015	(714)772-8441	TSEJ LLC
CA	Anaheim	360019	2657 W Lincoln Ave	92801-6318	(714)827-0890	SUNRISE IBS LLC
CA	Anaheim	362106	701 S. Weir Canyon Rd	92808-1961	(714)974-3100	FAWBAR CORP.
CA	Antelope	338281	4241 Elverta Rd	95843-4732	(916)729-0100	Jon, Lester & Sharon Turovitz
CA	Antioch	330674	4538 Lone Tree Wy	94509-7414	(925)754-9693	7SCOOPS LLC
CA	Apple Valley	342889	12285 Apple Valley Rd	92307-	(760)240-1305	VMYK BRIC CORPORATION
CA	Arcadia	360023	1427 S Baldwin Ave	91007-7922	(626)445-2491	BDKE Enterprises, Inc.
CA	Arleta	331793	13310 Osborne St	91331-4726	(818)834-2623	Petro Enterprises, Inc.



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Atwater	346072	1607 Bellevue Rd	95301-2608	(209)358-7888	Bruce D. Pearson and Lene'e I. Pearson
CA	Bakersfield	361279	5460 Stockdale Hwy	93309-2502	(661)323-4392	Raj Kumar and Renu Singh
CA	Bakersfield	365563	8040 White Lane	93309-	(661)412-4751	Tasty Treat Holdings LLC
CA	Bakersfield	358865	2733 Calloway Dr	93312-2618	(661)679-4313	Raj Kumar and Renu Singh
CA	Baldwin Park	361397	3203 Baldwin Park Blvd	91706-4802	(626)338-8587	Pacific S-Mart, Inc.
CA	Banning	355092	300 S Highland Springs Ave	92220-6501	(951)769-1891	M & DB ENTERPRISES LLC
CA	Bell	361274	6907 Atlantic Ave	90201-3646	(323)773-1131	Purple Hippo, Inc.
CA	Bellflower	360091	10212 Alondra Blvd	90706-4002	(562)866-6560	VARNAM INC.
CA	Belmont	361028	1023 Alameda De Las Pulgas	94002-3507	(650)593-1704	Amai Ventures, Inc.
CA	Bonita	361307	4344 Bonita Rd	91902-1421	(619)475-4131	M & M Sweet Scoops LLC
CA	Brea	331835	203 W. Imperial Hwy	92821-4907	(714)529-3199	Kanaiya Corporation
CA	Brentwood	361201	1145 2nd St	94513-2217	(925)516-0231	7SCOOPS LLC
CA	Buena Park	360078	6989 La Palma Ave	90620-2430	(714)521-5421	Syeda K.F. Hussain
CA	Burbank	360002	1201 S Victory Blvd	91502-2595	(818)843-4651	V. & L. TIRITYAN INC.
CA	Burbank	360047	4314 W Magnolia Blvd	91505-2727	(818)845-3131	Double Scoops, LLC
CA	Burlingame	360123	1409 Burlingame Ave	94010-4110	(650)348-1204	Luis Montalvo and Victoria Montalvo
CA	Camarillo	360028	738 Arneill Rd	93010-4726	(805)482-9302	Sadegh Nojouki and Shabnam Ardalan
CA	Cameron Park	334769	3378 Coach Lane	95682-	(530)672-9295	MANJEET SINGH ENTERPRISES, INC
CA	Campbell	362245	1720 W Campbell Ave	95008-1548	(408)379-1044	Rhonda K. Lazar
CA	Canoga Park	360048	7620 Topanga Canyon Blvd	91304-5534	(818)888-8657	Khurshid M. Bhurawala & Gazala K. Bhurawala
CA	Capitola	361041	1601 41st Ave	95010-2911	(831)476-3155	Solo M. & Rama Patel
CA	Carmichael	351449	4005 Manzanita Ave	95608-1784	(916)481-2379	H&A Management Group LLC
CA	Carson	338116	603-A-East University Dr	90746-	(310)538-0112	Tru-Emaan, LLC
CA	Castro Valley	360146	20560 Redwood Rd	94546-5620	(510)537-4489	AJ & VJ, LLC
CA	Cathedral City	362112	31375 Date Palm Dr	92234-3020	(760)324-8188	JAR Investment, Inc.
CA	Cerritos	365005	13237 South Street	90703-	(562)924-0656	Essem Enterprises
CA	Chatsworth	360085	20445 Devonshire St	91311-3413	(818)998-6229	HANZLAH INVESTMENTS, LLC
CA	Chino	361352	12192 Central Ave	91710-2420	(909)627-8347	Andrew T. Won
CA	Chino Hills	362099	4200 Chino Hills Pkwy	91709-3784	(909)393-9705	INSIDE SCOOP, INC.
CA	Chula Vista	354871	1170 Broadway	91911-2760	(619)576-3003	Premier Treats CV
CA	Chula Vista	350588	2260 Otay Lakes Rd	91915-1007	(619)591-9631	Gary T. Yarbrough
CA	Citrus Heights	332450	7301 Greenback Ln #C	95621-5530	(916)727-6330	MOMTAZ KIDS INC
CA	City Of Industry	362297	18252 E. Gale Ave	91748-1242	(626)964-2621	Frozen Assets Inc.
CA	Claremont	360069	973 W Foothill Blvd	91711-3304	(909)621-4104	HARRIS M. CORPORATION



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Clovis	332096	1928 Clovis Ave	93612-2712	(559)298-3435	Nirmal S Gill and Ramandeep S Gill
CA	Clovis	361212	950 Herndon Ave Ste 107	93612-0488	(559)323-4848	SGS Sisters Incorporated
CA	Compton	346530	1850 W. Rosecrans Ave	90220-1003	(310)638-3131	Urban Franchisee Holdings, LLC
CA	Concord	361085	5100 Clayton Rd Ste 28	94521-3104	(925)687-3131	PHX Legacy Inc.
CA	Concord	340372	1924 Grant St	94520-2426	(925)798-1660	T & Q Holdings LLC
CA	Concord	360138	785 C Oak Grove Road	94518-3615	(925)825-8720	Phx Oak Grove Inc.
CA	Corona	364826	341 South Lincoln Avenue	92882-	(951)268-6132	ALTAIR SOLUTIONS LLC
CA	Corona	358773	160 W Foothill Parkway	92882-8561	(951)268-6690	TSEJ Foothill LLC
CA	Corona	362079	2210 Griffin Way	92879-6532	(951)272-0357	S2 GRAND COMPANY, LLC
CA	Corona	336578	1312 E Ontario Ave	92881-6654	(951)372-9495	OM CORONA HOLDINGS INC
CA	Costa Mesa	361394	1927 Harbor Blvd	92627-7601	(949)645-8173	BBB Development LLC
CA	Covina	360021	177 E College St	91723-2105	(626)332-2511	Downtown A & I Incorporated
CA	Covina	361379	1311 N Grand Ave	91724-1016	(626)915-4114	Moon Enterprise Inc.
CA	Cucamonga	361319	9691 Baseline Rd	91730-1314	(909)948-7521	BSBCK Inc.
CA	Cypress	365517	6895 Katella Ave	90630-	(714)232-9266	JEM2911, INC
CA	Cypress	361325	4193 Ball Rd	90630-3465	(714)827-1081	Munir Ibrahimhai Nizami and Kaushar Munir Nizami
CA	Daly City	361048	310 Westlake Center	94015-1431	(650)992-5734	Kurt Schoenweiler
CA	Dana Point	361334	33621 Del Obispo St	92629-2100	(949)661-2870	DEVOTO BUSINESS DEVELOPMENT Corporation
CA	Davis	360139	236 E St	95616-4522	(530)298-9233	LDCO LLC
CA	Delano	364818	710 Woollomes Avenue	93215-	(661)778-0041	BR DELANO
CA	Dinuba	347636	870 W El Monte Way	93618-3543	(559)591-2927	Valeria Grano
CA	Dixon	362152	1440 Ary Ln	95620-4298	(707)678-4678	7Cones LLC
CA	Downey	330599	7938 E Florence Ave	90240-3802	(562)928-1995	VARNAM INC.
CA	Duarte	359010	1231 E Huntington Dr	91010-2454	(626)256-3331	ABM Foods Inc
CA	Dublin	361036	7225 Regional St	94568-2325	(925)828-6033	Scoop-JRS LLC
CA	East Palo Alto	363636	1765 E Bayshore Rd	94303-	(650)289-9778	Termeh LLC
CA	Eastvale	344264	7056 Archibald St	92880-8713	(951)371-3111	Yeon Bin, Inc.
CA	El Cajon	360081	2396 Fletcher Pkwy	92020-2103	(619)462-3870	MSDS Enterprise, Inc.
CA	El Cajon	352332	328 N 2nd St	92021-6444	(619)579-3131	M SWEET DESSERTS LLC
CA	El Cerrito	361020	10598 San Pablo Ave	94530-2821	(510)524-0200	HARBASANT FOODS INC
CA	El Monte	361372	3818 Peck Rd	91732-2260	(626)579-5937	M. Yasin I. Shaikh and Akhter M. Shaikh and Shahid M. Shaikh
CA	Elk Grove	336687	8417 Elk Grove Florin Road	95624-9518	(916)525-2531	Noatak, LLC
CA	Elk Grove	333016	4720 Laguna Blvd	95758-	(916)683-3100	Joseph Narayan and Rita Narayan
CA	Elk Grove	361166	8755 Elk Grove Blvd	95624-1742	(916)685-3161	Anna's Creamery, Inc
CA	Emeryville	362155	1199 40th St	94608-3663	(510)817-4353	Tarandeep Kaur
CA	Encino	358758	17330 Ventura Blvd	91316-3904	(818)453-8555	Encino Franchise, Inc.



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Escondido	362114	1247 E Valley Pkwy	92027-2309	(760)741-3100	Phillip T. Guhl and Cynthia M. Guhl
CA	Fair Oaks	361089	8894 Madison Ave	95628-3908	(916)966-7713	7Cones LLC
CA	Fairfield	342935	3069 Travis Blvd	94534-3442	(707)428-3131	KANDOLA & SONS, INC.
CA	Fallbrook	332047	1123 S. Mission Rd	92028-3225	(760)728-8831	Phillip T. Guhl and Cynthia M. Guhl
CA	Fillmore	355595	616 W Ventura St	93015-1925	(805)625-7171	MONVEEZ CORP
CA	Folsom	332475	900 E Bidwell St	95630-3345	(916)983-0289	Healthy Living Enterprise Inc.
CA	Fontana	336837	14600 Baseline Rd	92336-1650	(909)349-1540	SHIVA HOLDINGS INC.
CA	Fontana	361384	9844 Sierra Ave	92335-6782	(909)350-8531	TALAGANTE GROUP, INC.
CA	Fontana	355675	11175 Sierra Ave	92337-9312	(909)427-0922	Dolce BG, Inc.
CA	Fountain Valley	361309	18051 Magnolia St	92708-5638	(714)964-1551	Bich Dung Thi Phan
CA	Fremont	360141	3850 Mowry Ave	94538-1430	(510)793-9923	ARHAM LLC
CA	Fresno	360128	310 E Shields Ave	93704-4631	(559)227-7013	Tulyag, LLC
CA	Fresno	354605	645 E Shaw Ave #Kk3	93710-7709	(559)241-0144	Tashjian, Inc.
CA	Fresno	348752	5150 E Kings Canyon Rd	93727-3988	(559)252-3131	SGS Sisters Incorporated
CA	Fresno	353818	4425 W Ashlan Ave	93722-7017	(559)271-0310	H and D Gill Bros Inc.
CA	Fresno	365097	8959 North Cedar Avenue	93720-	(559)321-8104	Tulyag, LLC
CA	Fresno	356866	6761 N Milburn Ave	93722-2145	(559)374-5300	MMA Developments LLC
CA	Fresno	361040	5711 N 1st St	93710-6203	(559)431-0781	Tulyag, LLC
CA	Garden Grove	360086	12833 W. Chapman Ave	92840-4100	(714)750-2181	Shyam, Inc.
CA	Gardena	337077	1699 Artesia Blvd	90248-3219	(310)329-0786	JAVAID FAROOQI, INC.
CA	Gardena	360012	1423 W Redondo Beach Blvd	90247-3310	(310)532-3353	EMAAN, INC.
CA	Gilroy	342456	785 1st St	95020-4918	(408)842-8842	BIKRAM GURKIRAN SANDHU LLC
CA	Glendale	361264	1217 N. Central Ave	91202-	(818)240-2131	Esco World, Inc.
CA	Glendale	362169	1010 N Glendale Ave	91206-2121	(818)241-3131	Esco World, Inc.
CA	Glendora	360068	856 E Route 66	91740-3602	(626)914-3133	KARJ CREAM RC INC.
CA	Granada Hills	360026	10226 Balboa Blvd	91344-7402	(818)360-3163	Granada Ice Cream Inc.
CA	Granada Hills	331523	18100 Chatsworth St	91344-	(818)832-1764	A. S. Muzibur Rahman
CA	Grand Terrace	365189	22200 Barton Road #C	92313-	(909)219-5065	AU Enterprise Inc
CA	Grass Valley	332515	151 W Mcknight Way	95949-9611	(530)274-3188	Hama LLC
CA	Hacienda Heights	361283	3127 S Hacienda Blvd	91745-6304	(626)336-1738	GRMM CORPORATION
CA	Half Moon Bay	361221	44 Cabrillo Hwy N	94019-1664	(669)257-3888	Hilltop Ice Cream, LLC
CA	Hanford	361076	533 N 11th Ave	93230-4405	(559)583-8600	Harpreet S. Gill
CA	Harbor City	359096	1219 Lomita Blvd	90710-2111	(424)263-2620	FROZEN SPOON, INC.
CA	Hayward	361079	26953 Mission Blvd	94544-4131	(510)733-3163	DDBDSJ
CA	Hayward	331439	247 W Jackson St	94544-1949	(510)887-5617	Alan Lee and Hsueh Fang Yang
CA	Hemet	341547	3503 W Stetson Ave	92545-	(951)929-9862	VMYK BRIC I CORPORATION
CA	Hesperia	352794	16922 Main St	92345-6011	(760)949-0342	VMYK BRIC I CORPORATION
CA	Highland	362107	7247 Boulder Ave	92346-3347	(909)425-0329	Khov Corporation
CA	Highland Park	361336	5802 N. Figueroa St	90042-4228	(323)254-2948	Fig & Olive, Inc.

2026 Baskin-Robbins FDD



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Hollister	362163	1740 Airline Hwy	95023-5621	(831)637-4383	Sung Pak and Young Pak
CA	Huntington Beach	360022	5971 Warner Ave	92649-4659	(714)846-3900	Briar, Inc.
CA	Huntington Beach	360017	19465 Brookhurst St	92646-2932	(714)963-4333	HWCI, LLC
CA	Huntington Beach	362100	201 Main St	92648-8108	(714)969-0600	Z.L.Z. Inc.
CA	Huntington Park	342210	2661 E Florence Ave	90255-4793	(323)588-0703	Joseph Hanokaee and Farzad Baseri
CA	Imperial Beach	355138	791 Palm Ave	91932-1256	(619)271-2540	Shaina Valencia and Rafael Valencia
CA	Inglewood	355531	911 N La Brea Ave	90302-2207	(310)670-0841	Urban Franchisee Holdings, LLC
CA	Inglewood	338769	3351 W Century Blvd #104	90303-1218	(310)674-3131	LARA & LARA ENTERPRISES, INC
CA	Jackson	361183	11960 W Highway 88	95642-9472	(209)223-5422	Maybelline's LLC
CA	Kerman	365986	15237 W Whitesbridge Ave.	93630-	(559)842-0025	N & A Developments LLC
CA	La Crescenta	337242	2611 Foothill Blvd	91214-3511	(818)248-8244	SUNAMI, INC.
CA	La Habra	362166	1493 W Whittier Blvd	90631-3614	(562)691-9988	JOLLY CONES, INC.
CA	La Jolla	361267	7470 La Jolla Blvd	92037-5029	(858)459-5353	ARKS Holdings LLC
CA	La Mesa	360039	8807 1/2 La Mesa Blvd	91942-5406	(619)462-7215	Don Pauley, Inc.
CA	La Mirada	362071	14750 Beach Blvd	90638-4217	(714)994-3130	VRSEHGAL, LLC
CA	La Puente	362082	1443 N Hacienda Blvd	91744-1133	(626)917-1175	Frozen Assets Inc.
CA	La Quinta	362111	78520 Highway 111	92253-2067	(760)296-1074	Big Halo 2, LLC
CA	La Verne	361316	1528 Foothill Blvd	91750-3434	(909)596-3454	HARRIS M. CORPORATION
CA	Ladera Ranch	338482	27642 Antonio Pkwy	92694-1147	(949)347-9131	Kanaiya Corporation
CA	Laguna Hills	362125	26886 La Paz Rd	92656-3037	(949)831-3175	TSEJ LA PAZ LLC
CA	Lake Elsinore	343909	29991 Canyon Hills Rd	92532-2579	(951)244-6222	Phillip T. Guhl and Cynthia M. Guhl
CA	Lake Forest	344294	23647 El Toro Rd	92630-	(949)770-6000	Kanaiya Corporation
CA	Lakewood	360073	5455 Del Amo Blvd	90712-2725	(562)867-9579	Mohammad Khan
CA	Lancaster	361290	44150 10th St W	93534-4232	(661)942-1731	Antelope Valley Restaurant Group L.L.C.
CA	Lancaster	361324	4019 W Avenue L	93536-4260	(661)943-2666	Antelope Valley Restaurant Group L.L.C.
CA	Lathrop	343413	15108 S Harlan Rd	95330-9754	(209)858-0031	SOHAL RANDHAWA LLC
CA	Lebec	332782	5821 Dennis Mccarthy Rd	93243-	(661)663-4367	TA Operating LLC
CA	Lemoore	365103	155 West Hanford Armona Roa	93245-	(559)633-8828	S&V FOOD INC
CA	Lincoln	353426	820 Sterling Pkwy	95648-8698	(916)543-3000	Pink Spoon Corporation
CA	Livermore	362160	4323 1st St	94550-2212	(925)371-7031	Sunshine Scoops Corp.
CA	Lodi	360132	135 Lakewood Mall	95242-2963	(209)334-3100	Rodney J. Souza, Jr. and Tammy A. Souza
CA	Lodi	361169	480 S Cherokee Ln	95240-4256	(209)369-8164	Rodney J. Souza, Jr. and Tammy A. Souza
CA	Lompoc	360003	419 N H St	93436-5321	(805)736-3131	Tasty Treat Holdings LLC
CA	Long Beach	361360	4552 Atlantic Ave	90807-1513	(562)423-1575	4552 LLC
CA	Long Beach	360060	3585 N Los Coyotes Diagonal	90808-2404	(562)425-4416	TSEJ Los Coyotes, LLC



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Long Beach	361369	400 W Willow St	90806-2804	(562)426-4879	Farshad Don Baharinejad
CA	Long Beach	360008	3543 Atlantic Ave	90807-4515	(562)426-8488	3543 LLC
CA	Long Beach	361272	1960 Ximeno Ave	90815-2851	(562)597-3914	DELICIOUS TREATS, INC.
CA	Los Angeles	361275	4048 W 3rd St	90020-3131	(213)389-5277	Kunavut Kunchavalee
CA	Los Angeles	365099	4550 West Pico Boulevard	90019-	(213)762-0031	Fig & Olive, Inc.
CA	Los Angeles	359450	1831 S La Cienega Blvd	90035-4661	(310)559-3131	URBAN FRANCHISEE HOLDINGS 359450 INC.
CA	Los Angeles	360065	11127 Venice Blvd	90034-6956	(310)836-4546	Entrepreneur Bros., Inc.
CA	Los Angeles	362076	1693 N Eastern Ave	90063-1054	(323)267-1301	Thevin Tan and Farlida Raksanoh
CA	Los Angeles	347870	5039 Whittier Blvd	90022-3116	(323)268-8976	Sweet and Frozen, LLC
CA	Los Angeles	342034	1950 W. Slauson Ave	90047-1129	(323)294-1131	Urban Franchisee Holdings, LLC
CA	Los Angeles	360037	4066 S Victoria Ave	90008-4448	(323)299-4014	Star & Crescent Foods, Inc.
CA	Los Angeles	361374	2700 E 1st St	90033-4102	(323)354-4260	PRIME CREAMERY INC
CA	Los Angeles	365753	1724 S Western Ave	90006-	(323)402-0802	Urban Franchisee Holding 365753 Inc
CA	Los Angeles	360054	1832 N. Western Ave	90027-3448	(323)462-0066	S2 GRAND COMPANY, LLC
CA	Los Angeles	358919	1629 E 103rd St	90002-2923	(323)538-7341	URBAN FRANCHISEE HOLDINGS #358919 INC.
CA	Los Angeles	361347	3516 W Sunset Blvd	90026-2106	(323)663-5627	Thevin Tan
CA	Los Angeles	354304	1723 W Imperial Hwy	90047-4813	(323)754-3131	Urban Franchisee Holdings, LLC
CA	Los Angeles	353057	1375 W Adams Blvd	90007-1636	(323)766-7910	Dolce BG, Inc.
CA	Los Angeles	365529	11870 Santa Monica Boulevard	90025-	(424)371-5031	LA Franchise Inc
CA	Los Angeles	349761	759 S Vermont Ave	90005-1518	(747)260-9603	AZKA GROUP INC
CA	Los Banos	362249	325 W Pacheco Blvd	93635-4046	(209)827-4265	Brainfreeze Inc.
CA	Los Gatos	361181	15730 Los Gatos Blvd	95032-2504	(408)356-4433	XLBLUE FOODS LLC
CA	Los Gatos	341700	1444 Pollard Rd	95032-1301	(408)871-7778	XLBLUE FOODS LLC
CA	Lynwood	343299	10930 Long Beach Blvd	90262-2690	(310)742-4130	Muhammad Farooq
CA	Madera	349439	2180 W Cleveland Ave	93637-8760	(559)673-3100	H and D Gill Bros Inc.
CA	Manhattan Beach	360029	925 N Sepulveda Blvd	90266-5926	(310)372-9366	SEPULVEDA TREATS, INC.
CA	Manteca	361064	970 N Main St	95336-3743	(209)239-1031	Manteca Ice Cream, Inc.
CA	Manteca	361210	1111 S Main St Unit B2	95337-5743	(209)823-1810	Lajpaul K. Bhangu
CA	Martinez	361184	1175a Arnold Dr	94553-4104	(925)387-8499	Julius L. Pham and Debbie Yung
CA	Menifee	348397	30080 Haun Rd.	92584-6817	(951)301-1300	JAR Investment, Inc.
CA	Menlo Park	360140	863 Santa Cruz Ave	94025-4609	(650)323-9335	Hilltop Ice Cream, LLC
CA	Merced	361038	293 Merced Mall	95348-2408	(209)722-1291	Kody Davidson
CA	Millbrae	360121	669 Broadway	94030-1909	(650)697-6968	XLBLUE FOODS LLC
CA	Milpitas	349354	357 Jacklin Rd	95035-3225	(408)946-3100	Paramount Icecream & Foods, Inc.
CA	Mission Viejo	361389	22922 Los Alisos Blvd	92691-2856	(949)951-2672	LARISSA CORPORATION
CA	Modesto	336287	2221 Mchenry Ave	95350-3246	(209)408-0668	RayNaaz Inc.
CA	Modesto	348619	1717 Oakdale Road	95355-3028	(209)521-3111	RMK Enterprises Inc.

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Modesto	361189	1630 E Hatch Rd	95351-5017	(209)538-4631	George Sirogiannis and Helen Sirogiannis
CA	Modesto	361208	901 N Carpenter Rd	95351-1199	(209)549-2466	JPR Superior Service Inc.
CA	Modesto	331735	2900 Standiford Ave	95350-6575	(209)579-2731	AJ & VJ, LLC
CA	Monrovia	362077	104 W Foothill Blvd	91016-2171	(626)357-5233	ABM Foods Inc
CA	Montebello	337444	521 N. Montebello Blvd	90640-5775	(323)727-2728	AMARAMANI INC
CA	Monterey	361187	406 Lighthouse Ave	93940-1421	(831)230-0529	Sung Pak and Young Pak
CA	Moorpark	365756	245 W Los Angeles Avenue	93021-	(805)529-5360	O'BRIEN PROPERTIES LLC
CA	Moreno Valley	356886	12190 Perris Blvd	92557-7422	(951)243-5815	PINK SPOON FOODS INC
CA	Moreno Valley	362094	12625 Frederick St	92553-5236	(951)653-3310	MORENO VALLEY TREATS, INC.
CA	Morgan Hill	361206	230 Cochrane Plz	95037-2821	(408)776-8037	Sundae FUNDAe LLC
CA	Morgan Hill	337171	315 Vineyard Town Ctr	95037-5674	(408)778-3388	LAUREN FOODS INC
CA	Mountain View	360111	1249 W El Camino Real	94040-2401	(650)940-9831	John R. McAlister
CA	Mountain View	361027	703 E El Camino Real	94040-2888	(650)964-7633	Tasty Treat Holdings LLC
CA	Murrieta	356830	39028 Winchester Rd	92563-3508	(951)696-0331	MY Scoops
CA	Murrieta	365989	40970 California Oaks Rd	92562-	(951)696-1705	Indulgent Scoopz LLC
CA	Napa	353158	3373 Solano Ave	94558-3203	(707)492-3100	Napa ACE LLC
CA	National City	361332	1493 E Plaza Blvd	91950-3613	(619)477-5559	A & N Ice Cream Inc.
CA	National City	348976	3030 Plaza Bonita Rd #2075	91950-8007	(619)832-8226	Gary T. Yarbrough and Maria L. Yarbrough
CA	Newark	361217	34980 Newark Blvd	94560-1216	(510)793-5888	HJR Management Inc.
CA	Newbury Park	361343	2389 Michael Dr	91320-3233	(805)499-3777	SaNaved Inc.
CA	Newhall	361314	23432 Lyons Ave	91321-2511	(661)255-3131	UZ Qazi Group Inc.
CA	Norco	358257	1260 Hamner Ave	92860-3136	(951)270-1969	Kanaiya Corporation
CA	North Hills	361358	9502 Sepulveda Blvd	91343-3306	(818)891-4905	MASHALLAH ICE CREAM CORPORATION
CA	North Hollywood	362073	6700 Laurel Canyon Blvd	91606-1547	(818)503-0188	SCOOP AND SMILE, INC
CA	Northridge	360053	9514 Reseda Blvd	91324-2308	(818)701-9061	KHANZ INC
CA	Norwalk	346679	10939 Firestone Blvd	90650-2242	(562)807-3638	M & A GLOBAL ENTERPRISES INC
CA	Novato	360142	1769 Grant Ave	94945-2229	(415)897-9862	SRM Desserts LLC
CA	Ontario	362117	2510 S Grove Ave	91761-6253	(909)930-5222	LAMAR SWEET TREATS
CA	Orange	350936	1736 E Meats Ave	92865-4008	(657)221-0496	TSEJ MEATS LLC
CA	Orange	362075	18551 E Chapman Ave	92869-4003	(714)633-6631	DarmilBR Inc.
CA	Orange	336041	424 S Main St	92868-3828	(714)634-4900	MTC Restaurant Group LLC
CA	Oxnard	356259	1941 N Rose Ave	93036-2683	(805)351-9450	Poursalimi & Sons, Inc.
CA	Oxnard	361368	501 S Ventura Rd	93030-6523	(805)382-2605	Poursalimi & Sons, Inc.
CA	Oxnard	360055	3520 S. Saviers Rd	93030-6206	(805)483-7300	Poursalimi & Sons, Inc.
CA	Palmdale	354932	38024 47th St E	93552-	(661)878-8748	Antelope Valley Restaurant Group L.L.C.



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Palmdale	336203	39340 10th Street W	93551-3727	(661)947-6500	Antelope Valley Restaurant Group L.L.C.
CA	Palo Alto	360098	2615 Middlefield Rd	94306-2516	(650)327-1636	Hilltop Ice Cream, LLC
CA	Panorama City	356889	13755 Roscoe Boulevard Unit 1	91402-	(818)924-7032	ICE CREAM SHAIKH CORPORATIO
CA	Paramount	337212	16280 Paramount Blvd	90723-5426	(562)602-8645	FAWBAR CORP.
CA	Paramount	361385	8524 Rosecrans Ave	90723-3644	(562)630-3863	Q & A Restaurants, Inc.
CA	Pasadena	360052	3657 E Foothill Blvd	91107-3121	(626)351-0411	Plaza Scoops Inc.
CA	Pasadena	360000	561 S. Lake Ave	91101-3511	(626)795-9356	Best Desserts, Inc.
CA	Patterson	338681	1055 Sperry Ave	95363-9266	(209)892-3131	Steven M. & Lori L. Faries
CA	Perris	357406	1820 N Perris Blvd	92571-2714	(951)943-7744	YEOBOSEYO, INC.
CA	Petaluma	361042	60 E Washington St	94952-3165	(707)763-3131	SRM Desserts LLC
CA	Pico Rivera	361367	8648 Whittier Blvd	90660-2655	(562)948-3431	BSBCK Inc.
CA	Pico Rivera	338396	8750 Washington Blvd	90660-3793	(626)202-7247	LI & LI
CA	Pittsburg	336276	2130 Railroad Avenue	94565-4923	(925)439-9500	Lucky Corporation
CA	Pittsburg	361197	4493 Century Blvd	94565-7114	(925)778-2760	T & Q Holdings LLC
CA	Placentia	361269	104 E Yorba Linda Blvd	92870-3327	(714)528-3443	H AND Z LLC
CA	Pleasanton	361049	4001 Santa Rita Rd	94588-3062	(925)463-3161	SVAAG, LLC
CA	Pomona	358423	2047 Rancho Valley Dr	91766-7113	(909)729-5019	ABM Foods Inc
CA	Porterville	355121	902 W Henderson Ave	93257-1704	(559)310-2409	Jasbir S. Manak
CA	Poway	346677	13477 Poway Rd	92064-4713	(858)486-3131	Phillip T. Guhl and Cynthia M. Guhl
CA	Rancho Cordova	335550	10109 Folsom Blvd	95670-1902	(916)364-0303	Kulveer Kaur
CA	Rancho Cordova	361195	2246 Sunrise Blvd	95670-4367	(916)635-7150	Virgil D. Loken and Patricia A. Loken and James L. Loken
CA	Rancho Cucamonga	347873	9659 Milliken Ave	91730-9005	(909)476-5777	Ice Cream Avenue, Inc.
CA	Rancho Cucamonga	332278	7379 Milliken Ave	91730-6795	(909)481-1130	S&D N BOYS INC
CA	Rancho Cucamonga	361331	8786 19th St	91701-4608	(909)989-8055	KARJ CREAM RC INC.
CA	Rancho Santa Marg	362119	22461 Antonio Pkwy	92688-2806	(949)858-3311	Rock Salt Sweets, LLC
CA	Red Bluff	361087	333 S Main St	96080-4352	(530)529-0279	Antonio & Karen Rodriguez
CA	Redding	364341	4861 Bechelli Lane	96002-	(530)215-3120	Rudra Ice Cream LLC
CA	Redding	358034	125 Lake Boulevard	96003-2508	(530)768-1521	Paresh Patel and Manishaben Patel
CA	Redlands	360067	405a E State St	92373-5236	(909)792-4322	Jai Bakshi & Neena Bakshi
CA	Redondo Beach	340238	4051 Inglewood Ave #104	90278-	(310)679-5786	The Star & Crescent, Inc.
CA	Redwood City	360101	2107 Roosevelt Ave	94061-1351	(650)365-0331	MScoop LLC
CA	Reedley	353019	585 I St	93654-2431	(559)638-3555	Shergill Investments Inc.
CA	Reseda	361326	7628 Reseda Blvd	91335-2822	(818)996-0383	GAAM, Inc.
CA	Rialto	360056	211 E Foothill Blvd	92376-5159	(909)875-3333	Guzler K Inc.
CA	Ridgecrest	351465	501 N China Lake Blvd	93555-3579	(760)384-3131	Dakota Andekin
CA	Riverbank	332053	6333 Oakdale Rd	95367-9645	(209)869-3131	Maddox Resources, Inc.
CA	Riverside	338987	7024 Magnolia Ave	92506-2803	(951)682-3131	SRZ Enterprises, Inc.

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Riverside	361261	3760 Tyler St	92503-4161	(951)687-4222	JAR Investment, Inc.
CA	Rocklin	357195	5428 Crossings Dr	95677-3929	(916)624-3134	H&A Management Group LLC
CA	Rohnert Park	361071	6585 Commerce Blvd	94928-7824	(707)584-8594	NAIS Food Services, Inc.
CA	Rolling Hills	360049	21d Penninsula Ctr	90274-3506	(310)544-5044	Hanh Truong
CA	Rosemead	338501	3002 San Gabriel Blvd	91770-2536	(626)280-0066	LG Enterprise Corporation of California
CA	Roseville	359838	8690 Sierra College Blvd	95661-5961	(916)771-0530	The KJ Heller Company Inc.
CA	Roseville	332452	6706 Stanford Ranch Rd #D1	95678-1907	(916)772-8646	G & K Hershco, Inc.
CA	Roseville	362154	5020 Foothills Blvd	95747-6500	(916)782-3117	Jay Darren Yanos and Donna Jean Yanos
CA	Sacramento	361059	5359 Elkhorn Blvd	95842-2526	(916)331-3638	Sheraz Enterprises
CA	Sacramento	361062	9197a Kiefer Blvd	95826-5105	(916)366-0432	Tasty Treat, Inc.
CA	Sacramento	361060	6375 Riverside Blvd	95831-1101	(916)393-1331	GAB Management, LLC
CA	Sacramento	337480	1441 Meadowview Rd	95832-1000	(916)399-8646	Sabanegh, Inc
CA	Sacramento	360095	4500 Florin Rd	95823-2513	(916)422-8325	Anna's Creamery, Inc
CA	Sacramento	333015	5648 Folsom Blvd	95819-	(916)450-9081	Healthy Living Enterprise Inc.
CA	Sacramento	334721	4355 Arden Way	95864-3102	(916)489-5833	Kwatras LLC
CA	Sacramento	336866	8240 Calvine Rd	95828-9310	(916)525-1531	Noatak, LLC
CA	Sacramento	359301	3700 Crocker Dr	95818-2950	(916)822-4099	VILASH & VILASH
CA	Sacramento	361175	606 W El Camino Ave	95833-2108	(916)921-6153	7Sundaes LLC
CA	Sacramento	337298	2101 Natomas Crossing Dr	95834-	(916)928-1188	G & K Hershco, Inc.
CA	Salinas	360094	1100 S Main St	93901-2213	(831)424-3203	DANIEL'S FRANCHISE OPERATIONS, INC
CA	Salinas	361176	196 E Laurel Dr	93906-2860	(831)757-6031	C&K 2020 LLC
CA	San Bernardino	360030	202 E. Highland Ave	92404-3702	(909)883-1881	Bruder Corp.
CA	San Bruno	361046	851 Cherry Ave	94066-2953	(650)588-3960	Shinjung Food Corporation
CA	San Carlos	360115	1648 El Camino Real	94070-5208	(650)591-2114	Phx San Carlos Inc.
CA	San Diego	360075	4015 W. Point Loma Blvd	92110-5641	(619)222-2888	Yozalri Billing & Management Inc.
CA	San Diego	357321	2810 El Cajon Blvd	92104-1298	(619)255-8402	Saima Hussain Inc.
CA	San Diego	363922	780 Dennerly Rd	92154-8455	(619)255-8765	Happy Desserts International
CA	San Diego	357894	3077 Clairemont Dr	92117-6969	(619)798-2073	Mr and Mrs Ice Cream LLC
CA	San Diego	348425	5575 Balboa Ave	92111-2736	(858)292-5600	Neilesh Enterprises, Inc.
CA	San Diego	361402	8250 Mira Mesa Blvd	92126-2624	(858)566-4031	Happy Desserts International
CA	San Diego	362130	11495a Carmel Mountain Rd	92128-4618	(858)592-0031	SNRS Enterprise LLC
CA	San Diego	350698	10550 Craftsman Way	92127-3507	(858)673-4000	SNRS Enterprise LLC
CA	San Dimas	362084	557 W Arrow Hwy	91773-2910	(909)599-6369	RSM786, Inc.
CA	San Fernando	360063	307 N Maclay Ave	91340-2910	(818)361-5510	Entrepreneur Bros., Inc.
CA	San Gabriel	360007	613 W Las Tunas Dr	91776-1135	(626)282-4069	BDKE Enterprises, Inc.
CA	San Jose	361054	2968 Aborn Square Rd	95121-1504	(408)223-0484	WEUN CHAN INC.



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	San Jose	337109	430 W Capitol Expy	95136-1303	(408)224-2031	MIEN AMAI INC
CA	San Jose	361180	5647 Cottle Rd	95123-3625	(408)224-3131	TM IC COTTLE, LLC.
CA	San Jose	337468	171 Branham Ln	95136-2339	(408)224-7153	CYGNUS LLC
CA	San Jose	361200	7040 Santa Teresa Blvd	95139-1348	(408)225-3100	Panjwani Desserts SJ LLC
CA	San Jose	360119	1137 S De Anza Blvd	95129-3660	(408)255-2811	3E SHEN ENTERPRISE INC
CA	San Jose	360117	1105 S White Rd	95127-4161	(408)258-3600	Mahmood Hassan and Mariam Hassan
CA	San Jose	361158	2303 Mckee Rd	95116-1609	(408)259-4131	Mahmood Hassan and Mariam Hassan
CA	San Jose	360134	5353 Almaden Expy	95118-3631	(408)265-4321	MIEN AMAI TS INC
CA	San Jose	362153	1060 Willow St	95125-2350	(408)275-0131	MOCCA Investments, Inc.
CA	San Jose	360129	2467 Forest Ave	95128-1506	(408)296-0707	Frozen Delicacies Inc.
CA	San Jose	354925	779 Story Rd	95122-2618	(408)352-5360	DGP GROUP INC
CA	San Jose	348396	2663 Cropley Ave	95132-3707	(408)519-4092	Oak and Maple Inc.
CA	San Jose	361021	1302 S Winchester Blvd	95128-4319	(408)866-8885	Aditya Holding LLC
CA	San Jose	361211	6467 Almaden Expy	95120-2927	(408)927-7318	Sansberi LLC
CA	San Jose	365473	2025 Camden Avenue	95124-	(408)963-6315	Mien Amai II Inc
CA	San Leandro	360114	100 Pelton Center Way	94577-4816	(510)352-0842	Paul M. Han
CA	San Marcos	362093	730 Nordahl Rd	92069-3542	(760)489-0878	Booza SM Inc.
CA	San Mateo	360136	133 E Third Ave	94401-4012	(650)348-2454	A&Z Investments LLC
CA	San Pedro	362081	1013 S Gaffey St	90731-4033	(310)547-1809	N&R Company, Inc.
CA	San Ramon	361198	2005 Crow Canyon Pl	94583-1337	(925)830-0455	Scoopful LLC
CA	Sanger	363281	775 South Bethel Avenue	93657-	(559)399-3275	CVICS Corp.
CA	Santa Ana	361291	201 W 17th St	92706-2720	(714)541-0050	Farshid & Carol Bahari
CA	Santa Ana	361270	3605 S Bristol St	92704-7317	(714)979-9990	Farshid & Carol Bahari
CA	Santa Barbara	360064	3611 1/2 State St	93105-2521	(805)682-2296	Ice Box Trading LLC
CA	Santa Clara	361063	2070 El Camino Real	95050-4051	(408)243-3131	Tasty Treat Holdings LLC
CA	Santa Clarita	355435	19221 Golden Valley Rd	91387-1472	(661)250-0031	Antelope Valley Restaurant Group L.L.C.
CA	Santa Clarita	351752	26582 Bouquet Canyon Rd	91350-2353	(661)297-2131	KRISDREW, INC.
CA	Santa Clarita	359790	16544 Soledad Canyon Road	91387-	(661)360-3005	Antelope Valley Restaurant Group L.L.C.
CA	Santa Maria	360015	403 N Broadway	93454-4157	(805)925-7870	Tasty Treat Holdings LLC
CA	Santa Monica	355658	2614 Pico Blvd	90405-1916	(424)252-9359	NOVIN FOOD CO.
CA	Santa Paula	360062	318 E Main St	93060-2652	(805)525-6558	Vishal K. Mehta and Mona V. Mehta
CA	Santa Rosa	355060	365 Coddingtontown Ctr	95401-3506	(707)544-9516	SGarman LLC
CA	Santee	354764	9665 Mission Gorge Rd	92071-3858	(619)328-1531	Apollo Santee LLC
CA	Seaside	330739	1534d Freemont Blvd	93955-4316	(831)899-0103	Harbhajan S. Dadwal & Harwinder K. Dadwal



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Selma	362246	3330 Floral Ave	93662-9037	(559)891-9031	Mann Brothers Foods, Inc.
CA	Simi Valley	361296	1720 E Los Angeles Ave	93065-5829	(805)526-6377	PINK SPOONZ INC
CA	Simi Valley	362118	5145 E Los Angeles Ave	93063-3484	(805)583-3331	Jeffrey Perkins, Inc.
CA	South Gate	354428	9930 Atlantic Ave	90280-	(323)484-9068	Sabiha&Sons LLC
CA	South Pasadena	360016	432 Fair Oaks Ave	91030-1817	(626)799-8072	ICE CREAM IS FUN LLC
CA	Stockton	360145	2300 Pacific Ave	95204-5336	(209)464-2212	Tasty Treat Holdings LLC
CA	Stockton	347613	10742 Trinity Pkwy	95219-7233	(209)472-0222	Tasty Treat Holdings LLC
CA	Stockton	361186	7908 West Ln	95210-3143	(209)478-7731	M&M Westlane, Inc
CA	Stockton	332282	6021 Pacific Ave	95207-3707	(209)952-2961	Jeffrey W. Chappell & Joanne L. Chappell
CA	Studio City	335618	10941 Ventura Blvd	91604-3341	(818)755-3255	SNI CORPORATION
CA	Sun Valley	361371	8329 Laurel Canyon Blvd	91352-3809	(818)504-1040	J&Family Ice Cream Corp
CA	Sun Valley	348073	7956 Vineland Ave	91352-4476	(818)764-3131	WHAT'S THE SCOOP, LLC
CA	Sunland	362068	8700 Foothill Blvd	91040-1923	(818)352-1955	Asad & T Inc.
CA	Sylmar	357239	13790 Foothill Blvd	91342-3379	(818)362-0118	Antelope Valley Restaurant Group L.L.C.
CA	Temecula	336163	26580 Ynez Rd. Unit C	92591-4696	(951)296-0432	Phillip T. Guhl and Cynthia M. Guhl
CA	Thousand Oaks	357813	2839 E Thousand Oaks Blvd	91362-3202	(805)370-8870	Apreet & Sonz Inc
CA	Thousand Oaks	364285	1772p East Avenida De Los Ar	91362-	(805)492-0042	OGMJ Inc.
CA	Toluca Lake	361312	10563 Riverside Dr	91602-2440	(818)753-8000	S & B FAMILY INC
CA	Torrance	349302	2455 Sepulveda Blvd	90501-4342	(310)320-1331	PURPLE SPOON, INC.
CA	Torrance	348609	3614 Pacific Coast Hwy	90505-6014	(310)375-3131	AAN Enterprises, Inc.
CA	Torrance	359013	3564 Redondo Beach Bvd	90504-1404	(310)400-7014	SFS Foods Inc
CA	Torrance	361299	21113 Hawthorne Blvd	90503-4615	(310)540-2016	Sean Lee
CA	Tracy	330690	965 S Tracy Blvd	95376-4747	(209)830-0900	Ik Tera Hi Asra Incorporated
CA	Tulare	339739	1543 Retherford St	93274-0805	(559)685-5400	Jasbir S. Manak and Satwinder Kaur Manak
CA	Turlock	330711	1684 Countryside Dr #G-2	95380-9530	(209)656-8841	Lajpaul K. Bhangu and Hirdepal S. Bhangu
CA	Tustin	363348	13662-C Newport Avenue	92780-	(714)669-9300	Lsb Development, Inc.
CA	Ukiah	361058	514 E Perkins St	95482-4509	(707)234-8280	Moni Babu LLC
CA	Union City	332462	32232 Dyer St	94587-1719	(510)471-3131	HJR Management Inc.
CA	Upland	362069	870 E Foothill Blvd	91786-4047	(909)946-5161	Khov Corporation
CA	Vacaville	361039	812 Alamo Dr	95688-5313	(707)446-2440	LDCO LLC
CA	Vacaville	361218	1021 Helen Power Dr	95687-3556	(707)446-3100	7Shakes LLC
CA	Vallejo	360108	1658 Tennessee St	94590-4629	(707)642-6464	Avneet Singh
CA	Van Nuys	358513	7602 Balboa Blvd	91406-2202	(818)285-8664	Peshawari Fun Inc
CA	Van Nuys	360004	15224 Vanowen St	91405-3607	(818)782-1187	A. S. Muzibur Rahman
CA	Van Nuys	361297	13315 Victory Blvd	91401-1832	(818)787-3382	Tariq Investment Corporation



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Ventura	360042	2853 E Main St	93003-2805	(805)648-4384	Poursalimi & Sons, Inc.
CA	Ventura	362070	1413 S Victoria Ave	93003-6548	(805)658-1481	Poursalimi & Sons, Inc.
CA	Victorville	339028	12602 Amargosa Rd.	92392-7640	(760)245-3131	VMYK BRIC CORPORATION
CA	Visalia	360092	1632 S Mooney Blvd	93277-4444	(559)734-5434	Jatinder Chopra and Parveen Chopra and Jasbir Manak
CA	Visalia	361075	3505 W Walnut Ave	93277-4170	(559)734-8581	M&A SODHI INVESTMENTS LLC
CA	Visalia	355101	5125 W Goshen Ave	93291-	(559)747-2568	Khalsa Ice Cream
CA	Vista	356061	550 Hacienda Drive Suite 102	92081-6667	(760)630-1031	Mir & Rizvi Inc.
CA	Watsonville	342036	1097 S. Green Valley Rd	95076-4164	(831)536-5272	Tasty Treat Holdings LLC
CA	West Covina	345690	1014 Plaza Dr	91790-2856	(626)814-3131	ABM Foods Inc
CA	West Covina	361373	3620 Nogales St	91792-2714	(626)913-2463	RSM786, Inc.
CA	West Covina	360005	410 S Glendora Ave	91790-3001	(626)919-1244	Downtown A & I Incorporated
CA	West Hills	361339	6422 Platt Ave	91307-3216	(818)884-4789	786 ICE CREAM INC
CA	Westminster	365685	16482 Beach Boulevard	92683-	(714)274-9721	TSEJ BEACH LLC
CA	Westminster	362105	6731 Westminster Blvd	92683-3792	(714)379-9583	SSER 126 INC.
CA	Whittier	362088	10820 Beverly Blvd	90601-2577	(562)695-7911	Kyung Kim and Kirion Kim
CA	Whittier	360079	15234 Whittier Blvd	90603-1334	(562)698-3435	Aue Enterprises, Inc.
CA	Whittier	345581	13435 Telegraph Rd	90605-3435	(562)944-0831	Mirza Enterprise Inc
CA	Williams	332069	301 Vann St	95987-	(530)473-3247	S & P Enterprises, LLC
CA	Windsor	348158	9075 Windsor Rd	95492-7732	(707)838-4872	Napa ACE LLC
CA	Winnetka	339114	20165 Saticoy St	91306-2506	(818)341-5050	Manjit Ahluwalia
CA	Woodland	361055	91 W. Court St	95695-3011	(530)662-0197	Dhillon Group, LLC
CA	Woodland Hills	362167	5424 Topanga Canyon Blvd	91367-6313	(818)999-6480	SUNSHINE ENTERPRISES, INC.
CA	Yorba Linda	361388	18322 Imperial Hwy	92886-3472	(714)993-3132	Mirza Enterprise Inc
CA	Yuba City	335708	885 Colusa Ave	95991-3717	(530)671-2210	Her Family Enterprise LLC
CO	Aurora	332338	1155 S Havana St	80012-4017	(303)368-9000	Frosty Dreams LLC
CO	Aurora	361430	16861 E. Iliff Ave	80013-1136	(303)755-2334	Leaving Hand Prints, Inc.
CO	Aurora	353436	14200 E Alameda Ave	80012-2512	(720)216-1136	SALAM, INC.
CO	Colorado Springs	349188	1710 Briargate Blvd.	80920-3449	(719)265-8989	Golden Pines, Inc.
CO	Colorado Springs	331200	1690 E Cheyenne Mountain Blvd	80906-2836	(719)576-3331	ALLIED ENTERPRISES, LLC
CO	Colorado Springs	360163	3865 E. Pikes Peak Ave	80909-6716	(719)597-7072	Yuki CS LLC
CO	Colorado Springs	356609	1343 Interquest Pkwy	80921-	(719)619-6983	L 1:37 Ventures LLC
CO	Colorado Springs	340428	6048 Stetson Hill Blvd	80922-3562	(720)745-0624	Millet Desserts, Inc.
CO	Durango	360148	32 Town Plaza	81301-5102	(970)247-1231	Frozen Spoon CSTJ, LLC
CO	Highlands Ranch	345235	3626 Highlands Ranch Pkwy	80126-7885	(303)346-5955	J & J ENTERPRISES INC
CO	Littleton	361424	6764 W Coal Mine Ave	80123-4573	(303)979-7613	My Girls Ice Cream Inc.
CO	Parker	362045	10920 S. Parker Rd	80134-7444	(303)841-1171	Parker, Inc.
CO	Pueblo	353643	2704 S Prairie Ave	81005-3173	(719)696-9649	Dino Bites LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CO	Pueblo West	356544	922 E Hailey Lane	81007-	(719)547-4344	Summers Ice Cream LLC
FL	Daytona Beach	361929	215 N Atlantic Ave	32118-4101	(386)253-3131	Rich & Creamy Ice Cream Parlor, Inc.
FL	Fort Walton Beach	331209	91 Eglin Pkwy Ne	32548-4956	(850)302-0200	DK Foust LLC
FL	Gainesville	365419	1111 West University Avenue, Space 7	32601-	(352)857-3131	SWEET TREAT LLC
FL	Gulf Breeze	360835	205 Gulf Breeze Pkwy	32561-4465	(850)934-6958	Saraya Rouchon
FL	Lakeland	360805	2106 S Florida Ave	33803-7225	(863)688-4168	OM ICECREAM LLC
FL	Ocala	366194	2708 Southwest College Road	34474-	(352)789-6631	SWEET TREAT 2708 LLC
FL	Pensacola	364519	4350 Bayou Boulevard Unit 1	32503-	(850)484-9000	CDDK FOUST LLC
GA	Atlanta	360574	2335 Peachtree Rd Ne	30305-4147	(404)261-6215	Cold JAM Ventures, Inc.
GA	Columbus	348229	2445 Airport Thruway	31904-9010	(706)507-3300	Deorios Pizza LLC
GA	Fort Oglethorpe	354229	2847 Battlefield Pkwy	30742-	(706)861-3131	V & S Investments, Inc.
GA	Roswell	354213	10800 Alpharetta Hwy	30076-1467	(678)404-5590	Viva Scoops Company
HI	Aiea	348415	98-199 Kamehameha Highway	96701-4813	(808)488-0031	31 AIKALIMA LLC
HI	Ewa Beach	340716	91-1001 Kaimalie St	96706-6247	(808)689-4144	31 AIKALIMA LLC
HI	Hauula	365599	54-316 Kamehameha Highway	96717-	(808)200-4022	31 AIKALIMA LLC
HI	Hilo	330469	2100 Kanoiehua Ave D2	96720-5269	(808)959-3331	31 AIKALIMA LLC
HI	Honolulu	363455	820 W Hind Dr	96821-	(808)377-5717	31 AIKALIMA LLC
HI	Honolulu	343836	930 Valkenburgh St	96818-	(808)421-0888	A & D Pacific, Inc.
HI	Honolulu	348547	1620 N School St	96817-1843	(808)847-3131	31 AIKALIMA LLC
HI	Honolulu	348657	2255 Kalakaua Avenue	96815-2579	(808)931-8831	31 AIKALIMA LLC
HI	Honolulu	362037	1618 S. King St	96826-2040	(808)947-7300	A & D Pacific, Inc.
HI	Honolulu	365553	1450 Ala Moana Boulevard	96814	8089493549	31 AIKALIMA LLC
HI	Kahului	330792	70 E Kaahumanu Ave	96732-2113	(808)873-0331	31 AIKALIMA LLC
HI	Kailua	348162	108 Hekili Street	96734-4606	(808)261-2770	Omar S. Dy and Jane Go Averia
HI	Kailua Kona	365248	75-971 Henry Street Space 201	96740-	(808)327-1308	31 AIKALIMA LLC
HI	Kaneohe	362034	45-480 Kaneohe Bay Dr	96744-2039	(808)247-7131	Brooke Cho Incorporated
HI	Kapolei	362036	590 Farrington Hwy	96707-2002	(808)674-0131	Delta Yankee Pacific, Inc.
HI	Kapolei	363777	91-5431 Kapolei Parkway Space 418	96707-	(808)693-8264	31 AIKALIMA LLC
HI	Mililani	342350	95-1249 Meheula Parkway	96789-1779	(808)623-9999	A & D Pacific, Inc.
HI	Mililani	366291	95-1057 Ainamakua Drive	96789-	(808)626-4346	31 AIKALIMA LLC
HI	Waianae	330601	87-2070 Farrington Hwy	96792-3757	(808)668-5104	31 AIKALIMA LLC
HI	Waipahu	342900	94673 Kupuohi St	96797-1124	(808)671-7775	31 AIKALIMA LLC
HI	Waipahu	362029	94-799 Lumiaina St	96797-5046	(808)676-6047	31 AIKALIMA LLC
IA	Ankeny	364449	1510 N Ankeny Blvd	50023-4127	(515)349-6675	Blissful Scoops, LLC
IA	Windsor Heights	360372	7666 Hickman Rd	50322-4510	(515)276-5227	CRS Enterprises, Inc.
ID	Blackfoot	365874	1245 Parkway Drive	83221-	(208)785-6465	Fast Stop 1146 Inc.
ID	Boise	365267	7281 West State Street	83714-	(208)853-7538	Boldt Enterprises Glenwood LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
ID	Caldwell	365125	805 Saddle Avenue, Suite 106	83605-	(208)453-6096	Boldt Enterprises Caldwell LLC
ID	Coeur D Alene	360752	245 E Appleway Ave	83814-3724	(208)667-0031	KKS & BMB, Inc.
ID	Idaho Falls	361103	1253 E 17th St	83404-6126	(208)524-3131	Dennis G. Westerberg and Janet H. Westerberg
ID	Meridian	363460	1890 E Fairview Ave	83642-8031	(208)639-1806	BOLDT ENTERPRISES - FAIRVIEW LLC
ID	Nampa	359334	337 Caldwell Blvd	83651-1934	(208)467-3103	Boldt Enterprises - Nampa LLC
ID	Twin Falls	360755	677 Blue Lakes Blvd N	83301-4036	(208)733-6555	Tse Enterprises, LLC
IL	Algonquin	361229	15 S Randall Rd	60102-9771	(847)854-3131	MARUTI LLC
IL	Glendale Heights	361238	171 E North Ave	60139-3746	(630)682-1107	AJIT CORP.
IL	Northbrook	360321	1344 Shermer Rd	60062-4537	(847)498-4343	Auhm Hari, Inc.
IL	Rockford	361543	4180 Newburg Rd	61108-6437	(815)397-6598	Bing Icecream, Inc.
IL	Rockford	360322	2579 N Mulford Rd	61114-5643	(815)877-8646	Bing Icecream, Inc.
IL	Springfield	352717	106 Chatham Rd	62704-1533	(217)670-1111	MNG COOL CONCEPTS II INC.
IN	Carmel	331202	2336 E 116th St	46032-3217	(317)844-1971	H & Y Corporation
IN	Indianapolis	347659	1337 W 86th St	46260-2101	(317)390-4164	Gurjit Corporation LLC
IN	Muncie	345328	3308 N Wheeling Ave	47304-2038	(765)289-9969	JSXB HOSPITALITY LLC
IN	Terre Haute	347878	85 S. Fruitridge Ave	47803-	(812)232-5200	K & T Greene, Inc.
KS	Garden City	362401	1521 E. Fulton St	67846-6136	(620)275-9794	TOMMY'S PROPERTIES, L.L.C.
KS	Garden City	357053	2505 Fleming St	67846-3325	(620)276-3594	TOMMY'S PROPERTIES, L.L.C.
KS	Junction City	361475	1012 W 6th St	66441-3231	(785)762-4655	Kansas Scoops LLC
KS	Lawrence	364840	1626 West 23rd Street	66046-	(785)371-3000	STAR OF KC LLC
KS	Manhattan	354303	320 N 3rd St	66502-6380	(785)537-3136	AAS Ventures, LLC
KS	Mission	360232	5425 Johnson Dr	66205-2912	(913)262-3151	Kenzlo LLC
KS	Olathe	362303	11912 S. Strang Line Rd	66062-5267	(913)764-0031	Anil LLC
KS	Olathe	365980	131 North Parker Street	66061	000-000-0000	STAR OF OLATHE LLC
KS	Overland Park	352968	11528 W 95th St	66214-1865	(913)599-0031	Anil LLC
KS	Overland Park	355875	12021 Metcalf Avenue	66213-	(913)701-6800	Silver Star LLC
KS	Paxico	350429	18094 Sw Vera Frontage Rd	66526-9384	(785)636-8488	Shining Petroleum LLC
KS	Sublette	358727	1887 Highway 83	67877-	(620)675-8602	TOMMY'S PROPERTIES, L.L.C.
KS	Topeka	361467	2837 Se California Ave	66605-1712	(785)267-1144	Shortman Enterprises, Inc.
KS	Topeka	360245	4400 Sw 21st St	66604-3504	(785)271-6802	Shortman Enterprises, Inc.
KY	Ashland	348559	3500 Winchester Ave	41101-2004	(606)324-0031	Sun Ventures, Inc.
KY	Bardstown	362294	228 N 3rd St	40004-1528	(502)349-0993	THE PAR II, LLC
KY	Bowling Green	362531	1542 U.S. 31 West Bypass	42101-	(270)781-5684	A Sweet Deal, LLC
KY	Danville	360567	464 W Main Street	40422-1847	(859)236-4175	CAN Limited Liability Company
KY	Elizabethtown	343763	4971 Dixie Hwy	42701-	(270)234-8831	A & A GREEN, LLC
KY	Elizabethtown	360554	910 N Dixie Ave	42701-2519	(270)765-5955	R & A GREEN, LLC
KY	Frankfort	360558	1303 Us Highway 127 S	40601-4385	(502)223-0665	Hung Phi Tran

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



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List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
KY	Lexington	336738	115 N Locust Hill Dr	40509-1519	(859)266-9305	The Thompson's Five, LLC
KY	Lexington	360540	3383 Bates Creek Pke	40502-3407	(859)269-0031	The Thompson's Five, LLC
KY	Lexington	349902	3061 Fieldstone Way	40513-1773	(859)278-8821	The Thompson's Five, LLC
KY	Louisa	361723	52 Falls Creek Dr	41230-0027	(606)638-9999	Sun Ventures, Inc.
KY	Louisville	361711	10264 Shelbyville Rd	40223-2955	(502)244-6883	Cones R Us, Inc.
KY	Louisville	353400	12418 La Grange Rd	40245-2905	(502)290-1117	OM Shree Siddhivinayak LLC
KY	Louisville	360560	3959 Taylorsville Rd	40220-1455	(502)458-8243	Naik's LLC
KY	Richmond	357765	202 Wayne Dr	40475-2884	(859)353-8545	THE PAR II, LLC
LA	Baker	360957	234 Main St	70714-3765	(225)775-3131	BUJE, LLC
LA	Baton Rouge	360921	11222 Florida Blvd	70815-2014	(225)275-3131	William J. Dubois
LA	Baton Rouge	353282	216 Lee Dr	70808-4956	(225)663-2557	Shree Dattatreya, LLC
LA	Baton Rouge	360944	1839 Staring Ln	70810-1031	(225)769-3160	William J. Dubois
LA	Bossier City	346482	2628 Beene Blvd	71111-5494	(318)752-0080	Marta & Al Pertuz, LLC
LA	Hammond	360939	2202 W Thomas St	70401-2828	(985)542-0525	RAY-RILEY LLC
LA	Houma	347924	301 Bayou Garden Blvd	70364-1434	(985)876-6004	PETERSEN CARTEL LLC
LA	Kenner	360951	3600 Williams Blvd	70065-3462	(504)443-1695	JGS Enterprises, Inc.
LA	Lafayette	360958	4807 Johnston St	70503-4834	(337)981-5531	CAJUN SCOOPS, LLC
LA	Mandeville	332785	4350 Hwy 22	70471-3317	(985)727-1931	A.J. Davis, Inc.
LA	Marrero	360945	5013 Lapalco Blvd	70072-4235	(504)341-9831	AAISAKREEM, LLC
LA	Metairie	360928	739 Veterans Memorial Blvd	70005-2803	(504)831-4086	FMGA, L.L.C.
LA	Monroe	363791	2604 Forsythe Avenue	71201-	(318)737-7800	AJ SCOOPS & SMILES, LLC
LA	New Iberia	360938	1104 E Main St	70560-3920	(337)367-3531	ONE SCOOP UP LLC
LA	New Orleans	348513	5961 Bullard Ave	70128-	(504)246-7035	THE L & B CORPORATION OF NEW ORLEANS
LA	New Orleans	352023	406 N Carrollton Ave	70119-4703	(504)485-6500	FMGA, L.L.C.
LA	New Orleans	360930	706 S Carrollton Ave	70118-1010	(504)861-3342	AAISAKREEM, LLC
LA	Prairieville	364625	17066 Airline Highway	70769-	(225)677-6302	Shree Dattatreya, LLC
LA	Shreveport	364277	9462 Ellerbe Road	71106-	(318)670-7254	Marta & Al Pertuz, LLC
LA	Shreveport	347181	7503 Youree Dr	71105-5140	(318)798-2229	Marta & Al Pertuz, LLC
LA	Slidell	330824	1597 Gause Blvd	70458-2245	(985)641-3131	Coy Fauchaux Jr.
LA	Terrytown	360934	700 Terry Pkwy	70056-4347	(504)264-7300	AAISAKREEM, LLC
LA	West Monroe	359385	2400 N 7th St	71291-	(318)855-4107	BP SCOOPS & SMILES LLC
LA	Youngsville	364580	1911 Chemin Metairie Parkway	70592-	(337)573-4337	CAJUN SCOOPS, LLC
MD	Baltimore	361502	8802 Belair Rd	21236-2401	(410)256-7710	OM-Posaria Inc.
MD	Baltimore	360270	2310 E Joppa Rd	21234-2877	(410)668-0142	Temitope Properties L.L.C.
MD	Beltsville	361492	11601 Beltsville Dr	20705-3145	(301)572-5533	F & MG, LLC
MD	Clinton	361493	8813 Branch Ave	20735-2632	(301)856-0031	LAWNN MD INC.
MD	Gaithersburg	364075	19316 Montgomery Village Av	20886-	(240)720-6717	DANISH INCORPORATED
MD	Greenbelt	361224	6000 Greenbelt Rd	20770-1018	(301)345-0550	Lawnn GB Inc.

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MD	Hyattsville	360253	3004 Hamilton St	20782-3709	(301)559-7979	F & MG, LLC
MD	Kensington	360256	10592b Metropolitan Ave	20895-2606	(301)942-1998	Krishana Corporation
MD	Lutherville	347034	1504 York Rd	21093-5609	(410)828-5511	Temitope Properties L.L.C.
MD	Rockville	363964	1079 Seven Locks Road	20854-	(301)983-2300	Daanish Inc.
MI	Allen Park	360416	7205 Allen Rd	48101-2059	(313)928-3131	PSN INVESTMENT GROUP, INC
MI	Bay City	360432	801 N Euclid Ave	48706-2402	(989)686-3080	True Scoops LLC
MI	East Lansing	359062	1595 W Lake Lansing Rd	48823-1387	(517)657-7620	T&A TREATS LLC
MI	Kalamazoo	365324	5035 West Main Street	49009-	(269)270-3557	WMICH BR ICE CREAM LLC
MI	Lansing	364736	619 North Marketplace Boulevard	48917-	(517)731-6958	T&A TREATS LLC
MI	Livonia	360440	17138 Farmington Rd	48152-	(734)425-4860	BUCHANAN-MILES LLC
MI	Okemos	357895	1917 W Grand River Ave	48864-1701	(517)898-2260	T&A TREATS LLC
MI	Troy	360447	2979 E Big Beaver Rd	48083-2467	(248)689-8509	Hari Kruti LLC
MN	Anoka	365258	600 Green Haven Parkway	55303	000-000-0000	Anoka Lunch Money LLC
MN	Zimmerman	365532	12530 Fremont Avenue	55398-	(763)297-5522	Zimmerman Lunch Money LLC
MO	Bates City	354761	202 E Us Highway 40	64011-9782	(816)625-3308	Shining Petroleum LLC
MO	Cape Girardeau	362625	1704 Broadway St	63701-4580	(573)290-0022	BCAW Enterprises, LLC
MO	Florissant	362256	820 N Highway 67	63031-2916	(314)839-7777	BCAW Enterprises, LLC
MO	Independence	353985	4486 S Noland Rd	64055-4743	(816)350-0131	Jay Jogni Dola LLC
MO	Independence	351389	2110 Independence Center	64057-	(816)795-8111	R.P.R. Enterprises, Inc.
MO	Kansas City	356523	5243 N Antioch Rd	64119-2646	(816)454-0100	Umiya of KC, LLC
MO	Kansas City	353736	101 W 63rd St	64113-1615	(816)523-3530	R.P.R. Enterprises, Inc.
MO	Ladue	360513	9842 Clayton Rd	63124-1604	(314)997-5755	Shri Laxmi, Inc.
MO	Lees Summit	362299	348 Southwest Blue Parkway	64063-3983	(816)246-8082	M&S Desserts Inc
MO	Liberty	347916	118 N Conistor St	64068-	(816)781-1031	TIRTH OM LLC
MO	O Fallon	362262	512 S Main	63366-	(636)379-2039	BCAW Enterprises, LLC
MO	Poplar Bluff	354936	1112 W Pine St	63901-4837	(573)727-9818	D.O.C. Restaurants of Southeast Missouri, LC
MO	Raymore	365749	313 North Dean Avenue	64083-	(816)425-4224	Jay Mahakal LLC
MO	Saint Joseph	336916	2301 North Belt Hwy	64506-	(816)232-3100	Delivering Happiness, LLC
MO	Saint Louis	365073	11782 Tesson Ferry Road	63128-	(314)843-6438	Shandad, LLC
MS	Amory	364499	1221 U.S. 278	38821-	(662)597-2050	HARIBHAKT AMORY LLC
MS	Amory	359337	60256 Hatley Rd	38821-7213	(662)597-2566	Tiger Food Mart LLC
MS	Brandon	348490	1291 W. Government St	39042-3048	(601)824-2461	Sunny Shell LLC
MS	Byhalia	359216	3278 Hwy 309 N	38611-9106	(662)893-0640	Pacific Petroleum LLC
MS	Byram	358100	7360 S Siwell Rd	39272-9772	(769)251-0651	Hare Krishna Byram LLC
MS	Carthage	354928	502 Highway 16 E	39051-4254	(601)267-5888	A.N.G.S. Group, Inc.
MS	Cleveland	332219	300 N. Davis Ave	38732-2350	(662)843-6220	Lipscomb Oil Co., Inc.
MS	Coldwater	363853	1483 Highway 306	38618-	(662)460-2081	MQM PROPERTIES, LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MS	Columbus	359508	2121 Highway 45 N	39705-1732	(662)798-0497	Haribhakt Inc
MS	Como	362621	591 E Oak St	38619-	(662)526-0309	Como Travel Center, LLC
MS	Corinth	363165	1709 N Harper Rd	38834-	(662)287-7731	VNR Unity Inc
MS	Flowood	356446	5657 Highway 25	39232-6300	(601)919-9736	A.N.G.S. Group, Inc.
MS	Flowood	349004	153 Ridgeway Rd	39232-3303	601-919-1074	TREATS-N-MORE, LLC
MS	Gluckstadt	365702	1054 Gluckstadt Road	39110-	(769)300-9995	Neel LLC
MS	Grenada	355502	2030 Sunset Dr	38901-	(662)226-5252	BROYLES HOSPITALITY, LLC
MS	Hattiesburg	360927	3720 Hardy St	39402-1539	(601)264-8989	Om Shiv, LLC
MS	Horn Lake	363214	3515 Goodman Rd W	38637-1020	(662)510-8204	Fabulous Flavors, Inc.
MS	Kosciusko	341198	98 Veteran'S Blvd	39090-	(662)289-1288	Dickerson Petroleum, Inc.
MS	Madison	357244	179 Grandview Blvd	39110-7504	(601)898-8322	Thirty One on Grand, LLC
MS	Meridian	352798	2526 North Hills St	39305-2637	(601)286-5773	MEENA 1959 LLC
MS	New Albany	341137	239 Highway 30 West	38652-	(662)534-3728	BROYLES HOSPITALITY, LLC
MS	Oakland	341369	28575 Highway 32	38948-	(662)623-5133	BROYLES HOSPITALITY, LLC
MS	Olive Branch	341992	4805 Bethel Rd	38654-	(662)890-9216	ADDY AND ANA INC.
MS	Olive Branch	347015	8120 Camp Creek Blvd	38654-1648	(662)893-1231	Sai Lila, LLC
MS	Oxford	344321	Hwy 7 South	38655-	(662)281-1440	Oxford Junction, LLC
MS	Philadelphia	355715	850 East Main Street	39350-	(601)389-8015	A.N.G.S. Group, Inc.
MS	Pickens	344368	4850 Hwy 17	39146-3432	(662)472-2674	Dickerson Petroleum, Inc.
MS	Ridgeland	360896	1910 E County Line Rd	39157-1921	(601)957-3444	M & S Desai, LLC
MS	Southaven	364810	5209 Getwell Rd N	38672-	(662)270-3431	SAI DARSHAN LLC
MS	Southaven	342949	7075 Malco Blvd	38671-	(662)349-4431	SRI SAI KRUPA INC
MS	Tupelo	335553	836 Harmony Ln	38804-	(662)844-3137	A - Squared Enterprises, LLC
MS	Tupelo	360875	1011 West Main St	38801-3539	(662)844-3144	A - Squared Enterprises, LLC
MS	Tupelo	363789	136 College Ave	38801	000-000-0000	45 TRAVEL CENTER, LLC
MS	Vicksburg	352985	4209 Clay St	39183-3537	(601)456-4869	SAI, LLC
MS	West Point	337982	1140 Highway 45 S	39773-9300	(662)494-8183	VRAJ, LLC
MT	Billings	336761	405 Main St	59105-3220	(406)252-7767	Shaw LLC
MT	Billings	361615	111 S. 24th St W	59102-5600	(406)652-1351	Shaw LLC
MT	Billings	356724	308 6th Ave N	59101-1500	000-000-0000	Shaw LLC
MT	Missoula	361616	1880 Brooks St	59801-5657	(406)542-2731	GLACIER SWEETS, LLC
NC	Fayetteville	360971	1850 Skibo Rd	28303-3276	(910)864-3131	Glance International Inc.
NC	Greenville	347641	1885 Firetower Rd	27858-4132	(252)321-7407	Glance International Inc.
NC	Wilmington	360973	3809 Oleander Dr	28403-6716	(910)791-7192	Sun MB, LLC
NE	York	332208	4700 S. Lincoln Ave	68467-9410	(402)362-2902	TA Operating LLC
NJ	Glassboro	364354	55 Delsea Drive	08028-	(856)307-0000	KEV'S CREAM COMPANY LLC
NM	Albuquerque	362057	8400 Menaul Blvd Ne Ste E	87112-2200	(505)294-3101	FTC, LLC
NM	Albuquerque	360156	11052 Montgomery Blvd Ne	87111-3962	(505)312-8610	ABQ Vanilla, LLC
NM	Albuquerque	345169	300 San Pedro Ne	87108-	(505)480-7581	Sullins Development Corporation

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NM	Albuquerque	337494	5241 Ouray Rd Nw #C	87120-3036	(505)831-3831	Sullins Development Corporation
NM	Albuquerque	360152	2201 Central Ave Nw	87104-1607	(505)843-6390	IceCRM Cones, LLC
NM	Albuquerque	356251	3715 Las Estancias Ct Sw	87121-5506	(505)873-1231	ICE CRM Scoops, LLC
NM	Albuquerque	361411	3515 San Mateo Blvd Ne	87110-1929	(505)884-7083	ABQ Vanilla, LLC
NM	Albuquerque	345326	3410 State Highway 528 Nw	87114-7021	(505)899-2860	ICE CRM Scoops, LLC
NM	Farmington	360157	3030 E Main St	87402-7635	(505)327-3140	Sweet Treats, LLC
NM	Gallup	345909	1205 E Highway 66	87301-4929	(505)722-8910	GeorgiaJays LLC
NM	Las Cruces	360151	1492 Missouri Ave	88001-5330	(575)521-3100	Albert S. Albo
NM	Los Lunas	361419	3457 Highway 47	87031-6313	(505)865-7654	FLAVORS GALORE, LLC.
NM	Rio Rancho	353785	2345 Southern Blvd Se	87124-3760	(505)994-3057	Sun & Moon Scoops LLC
NM	Santa Fe	334770	4056 Cerrillos Rd	87505-	(505)474-3131	TS Enterprises Inc.
NM	Santa Fe	355721	556 N Guadalupe St	87501-4402	(505)820-3131	TS Enterprises Inc.
NM	Santa Fe	361409	1841 Cerrillos Rd	87505-3369	(505)982-9031	Scoops of Joy, LLC
NM	Taos	361416	717 Paseo Del Pueblo Sur	87571-5997	(575)758-0031	Stemax, Inc.
NV	Carson City	361222	3947 S. Carson St	89701-5528	(775)885-8830	Balwinderjit Kaur
NV	Henderson	310419	4640 E Sunset Rd	89014-2202	(702)458-1108	Flatco Holdings Sunset LLC
NV	Henderson	335473	10604 S Eastern Ave	89052-	(702)896-5674	PENNY ICE CREAM, LLC
NV	Las Vegas	330698	9151 W Sahara Ave	89117-5771	(702)256-8831	JMS ENTERPRISE INC.
NV	Las Vegas	346484	4360 Blue Diamond Rd	89139-7785	(702)269-0091	G&G Ice, LLC
NV	Las Vegas	358938	10650 Southern Highlands Pkwy	89141-4417	(702)269-6190	PENELOPE CREAM, LLC
NV	Las Vegas	361871	3301 S Jones Blvd	89146-6206	(702)362-3177	PENELOPE 31, LLC
NV	Las Vegas	347634	4500 W. Tropicana Ave	89103-5420	(702)365-7111	Steven Kwan and David Favy Kwan
NV	Las Vegas	361870	4860 S Eastern Ave	89119-6103	(702)451-4976	Debra A. Soares and Joao V. Soares
NV	Las Vegas	361214	4420 E Charleston Blvd	89104-5533	(702)459-6925	FLATTCO HOLDINGS, LLC
NV	Las Vegas	342370	6454 Sky Pointe Dr	89131-4069	(702)539-5827	SJ Fun Park LLC
NV	Las Vegas	361223	4906 W Lone Mountain Rd #A105	89130-2241	(702)539-9470	SJ Fun Park LLC
NV	Las Vegas	356059	9765 West Flamingo Rd	89147-	(702)823-5156	PENELOPE ICE CREAM, LLC
NV	Las Vegas	359651	9770 S Maryland Parkway	89183-7143	(725)204-1112	PENNY CREAM LLC
NV	North Las Vegas	352260	5515 Camino Al Norte	89031-0821	(702)910-3131	JMS ENTERPRISE INC.
NV	Reno	362158	2875 Northtowne Ln	89512-2060	(775)355-0888	AAA Incorporated
NV	Reno	356543	395 E Plumb Lane	89502-3444	(775)502-3535	AAA Incorporated
NV	Reno	361216	5150 Mae Anne Ave	89523-1859	(775)746-9344	Drumheller, Inc.
NV	Sparks	356811	2483 Wingfield Hills Rd	89436-7210	(775)354-0163	NEEL LLC
NV	Sparks	347880	1145 N Mccarran Blvd	89431-4608	(775)359-3555	AAA Incorporated
NY	Bohemia	361772	4597 Sunrise Hwy	11716-4605	(631)589-7896	Golden Touch Ice Cream Inc.
NY	Franklin Square	335504	166 New Hyde Park Rd	11010-	(516)616-4075	ADP Scoop, LLC
NY	Guilderland	365162	2080 Western Avenue	12084-	(518)353-7171	STRR Foods LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Horseheads	359064	3317 Chambers Rd	14845-1442	(607)398-2088	Bapa Chambers Rd Ice Cream LLC
NY	Long Beach	360643	170 E Park Ave	11561-3510	(516)889-6950	SWEET TOOTH WORLD INC
NY	New Hyde Park	360648	1596 Hillside Ave	11040-2527	000-000-0000	SWEET TOOTH WORLD INC
NY	Painted Post	359194	125 Victory Highway	14870-	(607)684-6241	Bapa Painted Post Plaza Ice Cream LLC
NY	Port Washington	360654	923 Port Washington Blvd	11050-2910	(516)883-1870	Kelton W.J. Corporation
OH	Cleveland	342419	16969 Chagrin Blvd	44120-3725	(216)491-0611	SHAKER ICE CREAM, LLC
OH	Sunbury	366046	440 S Miller Dr	43074-	(740)936-9133	BRK Ice Cream 1 LLC
OH	Toledo	360449	4015 Secor Rd	43623-4263	(419)472-1000	Princess Enterprises, LLC
OK	Muldrow	363569	1328 S Main St	74948-5206	000-000-0000	Littlefield Retail Group, Inc.
OK	Oklahoma City	347250	7502 N May Ave	73116-	(405)418-4191	Sweet Southern Cone LLC
OK	Owasso	362484	12802 E 86th St N	74055-2552	(918)376-4433	N-Ice Cream Enterprises, Inc.
OR	Aloha	361842	18605 Sw Farmington Rd	97007-5612	(503)259-3301	YOFSEL INCORPORATED
OR	Beaverton	332182	16015 Sw Walker Rd	97006-4942	(503)690-8469	Hung Sam Joo and Jung Eon Joo
OR	Bend	361910	61535 Highway 97	97702-2156	(541)385-1811	MORGAN HOMETOWN ICECREAM LLC
OR	Clackamas	362008	12054 Se Sunnyside Rd	97015-8382	(503)698-8433	Miss B, LLC
OR	Eugene	332164	45w Division Ave	97404-2484	(541)607-6889	Sherkat Inc.
OR	Gladstone	361824	19510 Mcloughlin Blvd	97027-2616	(503)656-0311	YOFSEL INCORPORATED
OR	Grants Pass	345960	300 Union Ave	97527-5861	(541)474-1546	Daniel Kirkman and Patricia Kirkman
OR	Gresham	361822	1200 Ne Burnside St	97030-5713	(503)661-1449	R & S Enterprises Inc.
OR	Hillsboro	336797	22035 Nw Imbrie Dr	97124-6993	(503)640-4442	CHEN PLUS, LLC
OR	Klamath Falls	336605	1781 Washburn Way	97603-	(541)883-1221	Shannon Miller and Tyrone Miller
OR	Lake Oswego	361859	17773 Sw Lower Boones Ferry Rd	97035-5237	(503)636-1999	JC SCOOPS LLC
OR	Medford	361830	1100 Biddle Rd	97504-6120	(541)773-3485	Frosti Delights LLC
OR	Oregon City	332181	1839 Molalla Ave	97045-4071	(503)722-2191	RENNIECORP LLC
OR	Portland	360696	11011 Ne Halsey St	97220-3052	(503)253-8339	Topper Todd, LLC
OR	Portland	360702	1815 Ne Cesar E Chavez Blvd	97212-5302	(503)284-6478	M.N.M.S. LLC
OR	Portland	361879	475 Ne 181st Ave	97230-6660	(503)512-8681	Duddington Enterprises LLC
OR	Portland	361853	3506 Se 122nd Ave	97236-3402	(503)761-0539	Topper Todd, LLC
OR	Salem	360698	3239 Market St Ne	97301-1816	(503)363-2352	RENNIECORP LLC
OR	Salem	342746	1124 Wallace Road Nw	97304-3190	(503)364-0037	SARAHJAYNE, INC.
OR	Salem	361896	474 Lancaster Dr Ne	97301-4784	(503)371-8199	Melting Assets, Inc.
OR	Salem	360739	4060 River Rd N	97303-5501	(503)390-0777	Melting Assets, Inc.
OR	Tigard	361856	11705 Sw Pacific Hwy	97223-8463	(503)620-0794	Cow To Cone Inc.
OR	Wilsonville	361908	29911 Sw Boones Ferry Rd	97070-9211	(503)570-0317	Dae Hyun Baek, Youn Hwa Chang and Eric J. Baek
PA	Philadelphia	360282	7606 City Ave	19151-2007	(215)879-4610	Cityline, B.R., Inc.



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
PA	Pittsburgh	360396	1110 Freeport Rd	15238-3104	(412)781-9730	DEAN ANN, INC.
SC	Charleston	350644	1798 Ashley River Rd	29407-4400	(843)410-2100	Sweet Scoops LLC
SC	Charleston	364039	162 Seven Farms Drive	29492-	(843)471-1295	KOOL SCOOPS LLC
SC	Columbia	362274	9920 Two Notch Rd	29223-4381	(803)764-0044	DBP Scoops LLC
SC	Florence	365239	1528 East Siesta Dr	29505-	(843)656-9223	Shreeji Ice Cream LLC
SC	Mount Pleasant	361971	280 W Coleman Blvd	29464-3412	(843)377-8282	KOOL SCOOPS LLC
SC	Simpsonville	351018	1 Ray E Talley Ct	29680-6772	(864)962-9098	KKS Management LLC
SC	Sumter	360850	1106 Broad St	29150-1908	(803)773-2230	Bharatraj, LLC
TN	Arlington	342981	9915 Us Highway 64	38002-8432	(901)386-3331	D & J Management, LLC
TN	Bartlett	360883	5788 Stage Rd.	38134-4518	(901)386-8731	Three Scoops, LLC
TN	Brentwood	360524	127 Franklin Rd	37027-4662	(615)377-4798	MAHANT-1 LLC
TN	Brighton	365126	34 West Kenwood Avenue	38011-	(901)622-2384	Brighton Shell, LLC
TN	Chattanooga	350499	625 Signal Mountain Rd	37405-1921	(423)490-9931	Pink Spoon, LLC
TN	Chattanooga	360894	6990 E Brainerd Rd	37421-3834	(423)892-5131	Pink Spoon, LLC
TN	Chattanooga	336781	2100 Hamilton Place Blvd.	37421-	(423)893-0505	Sai Investments, Inc.
TN	Chattanooga	360878	4795 Hwy 58	37416-2231	(423)894-5931	JJ Enterprise TN Inc
TN	Clarksville	362253	1873 Fort Campbell Blvd	37042-5109	(931)542-6002	CBG 1873 Fort Campbell LLC
TN	Cleveland	360867	3455 Keith St Nw	37312-3721	(423)479-3170	Brad Benton
TN	Collierville	340961	915 W Poplar Ave	38017-	(901)853-3131	KRK Enterprises, LLC
TN	Columbia	360874	1317 S. James Campbell Blvd	38401-5182	(931)388-3181	B.C.AC Ventures, Incorporated
TN	Cookeville	365641	652 West Main Street	38506-	(931)400-0031	Tyler Buck
TN	Cookeville	358846	1265 Interstate Dr	38501-5195	(931)528-1271	Tyler Buck
TN	Cordova	361990	859 N Germantown Pkwy	38018-6218	(901)757-4611	MID SOUTH DESSERTS INC
TN	Corryton	335844	7501 Tazewell Pike	37721-	(865)689-2688	E-Z Stop Food Marts, Inc.
TN	East Ridge	340639	6504 Ringgold Rd	37412-	(423)531-3911	Scoops & Sips, LLC
TN	Gatlinburg	337880	815 Parkway	37738-3248	(865)436-3133	Stokely Hospitality Enterprises
TN	Germantown	337330	7820 Poplar Ave	38138-5056	(901)752-1031	SHREE GARNPATI, LLC
TN	Henderson	336264	864 E. Main St	38340-	(731)983-5274	Highland Corporation
TN	Hendersonville	361695	170 E Main St	37075-2579	(615)822-1250	Teresa C. Gravelle
TN	Knoxville	342464	11051 Parkside Dr	37922-	(865)671-9999	Stokely Hospitality Enterprises
TN	Lebanon	362257	1023 W Main St	37087-3301	(615)443-3606	BPRP, Inc.
TN	Lebanon	365246	6795 Eastgate Boulevard Suite B	37090-	(615)547-9374	Lebanon Desserts, LLC
TN	Lenoir City	362419	1111 Highway 321 N	37771-6666	(865)986-1603	E-Z Stop Food Marts, Inc.
TN	Madison	361700	1777 Gallatin Pike N	37115-2122	(615)860-2205	Sparsh Creamery LLC
TN	Maryville	335843	1764 W Broadway	37803-	(865)379-6525	E-Z Stop Food Marts, Inc.
TN	Maryville	335845	2428 Lamar Alexander Parkway	37804-	(865)380-1551	E-Z Stop Food Marts, Inc.
TN	Maryville	343326	2825 Old Knoxville Hwy	37804-	(865)977-6862	E-Z Stop Food Marts, Inc.
TN	Memphis	339422	8057 Highway 64	38133-	(901)266-3831	Two Scoops LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



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List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TN	Memphis	365598	1612 Union Avenue	38104-	(901)272-3131	YOGIJI, LLC
TN	Memphis	345368	85 S. Highland St	38111-4609	(901)458-6031	Sai Shiv Krupa, Inc.
TN	Memphis	345369	4012 Elvis Presley Blvd	38116-5827	(901)505-2535	Sai Ram, Inc.
TN	Memphis	360860	4307 Summer Ave	38122-4048	(901)567-5231	Shree Gayatri LLC
TN	Memphis	360869	6114 Quince Rd	38119-7254	(901)685-0298	Sai Shiv Shankar Inc.
TN	Memphis	337367	7110 Winchester Road	38125-2017	(901)737-3195	SAI SHIV RAM INC
TN	Millington	360886	4758 Navy Rd	38053-	(901)872-8998	D & J Management, LLC
TN	Mount Juliet	355303	2231 N Mount Juliet Rd	37122-4274	(615)288-3425	Krupa-1, LLC
TN	Murfreesboro	362265	2170 Old Fort Pkwy	37129-6909	(615)890-3877	Shiv-1 LLC
TN	Murfreesboro	331210	1723 Memorial Blvd	37129-1520	(615)895-3145	BPRP, Inc.
TN	Murfreesboro	363434	3415 Shelbyville Pike	37127-	(629)201-6067	BPRP, Inc.
TN	Nashville	361690	850 Hillwood Blvd	37209-4259	(615)356-6258	Hasmukh Bhakta
TN	Nashville	350945	7635 Highway 70 S	37221-1706	(615)891-4947	Yogi - 1 LLC
TN	Oak Ridge	361980	104 E Tulsa Rd	37830-6601	(865)535-8030	Scoopsville OR LLC
TN	Ooltewah	359770	5038 Hunter Rd	37363-	(423)206-5881	Shivesh, LLC
TN	Pigeon Forge	348663	3270 Parkway	37863-3422	(865)428-1770	Stokely Hospitality Enterprises
TN	Pigeon Forge	360881	3668 Parkway	37863-3812	(865)453-3337	Stokely Hospitality Enterprises
TN	Pleasant View	366016	116 Ren-Mar Drive Suite #108	37146-	(615)657-7074	Pramukh 3 LLC
TN	Powell	356579	7323 Clinton Hwy	37849-5206	(865)947-7333	E-Z Stop Food Marts, Inc.
TN	Sevierville	332320	1420 Parkway	37862-2845	(865)429-3131	Stokely Hospitality Enterprises
TN	Whiteville	362791	2070 Highway 64	38075-7457	000-000-0000	TIGER MART INC.
TX	Arlington	343835	4654 South Cooper	76017-	(817)419-9986	ARLINGTON PATEL INC
TX	Austin	338708	9911 Brodie Lane	78748-5612	(512)243-6052	BM Texas Group LLC
TX	Austin	347590	9900 W. Parmer Ln	78717-4912	(512)248-2275	Divya Sultani and Yasmine Mandania
TX	Austin	360494	730 W Stassney Ln	78745-3032	(512)444-3049	NanoStreamz, LLC
TX	Bellaire	360465	5408 Bellaire Blvd	77401-3906	(713)665-4350	Henry Tsao & Joanna Tsao
TX	Cedar Park	346037	1335 E Whitestone Blvd	78613-7598	(512)986-7593	Cup or Cone Confections LLC
TX	Corpus Christi	331221	4701 S Padre Island Dr	78411-4400	(361)852-0945	William S. Gentry & Darlene Gentry
TX	Cypress	333007	13040 Louetta Rd	77429-	(281)379-7007	Aasima & Ahmed Inc.
TX	Cypress	365105	20330 Tuckerton Road	77433-	(281)758-5330	BLACKJACK DIAMONDS LLC
TX	Dallas	360775	2433 W Kiest Blvd	75233-2305	(214)337-0727	A&T Ice Cream Corporation
TX	Dallas	350856	Dallas Love Field Airport	75235-2852	(214)350-8828	HG-MULTIPLEX-REGALI DALLAS JV
TX	Dallas	352524	Dallas Love Field Airport	75235-2852	(214)353-2976	HG-MULTIPLEX-REGALI DALLAS JV
TX	Dallas	354834	11700 Preston Rd	75230-6136	(214)368-3311	Chow Scoops, Inc.
TX	Dallas	345436	5500 Greenville Ave	75206-2929	(214)890-9800	Marta & Al Pertuz, LLC
TX	El Paso	365790	3500 North Mesa Street	79902-	(915)350-9837	Hauser Enterprises, LLC
TX	El Paso	350303	931 N Resler Dr	79912-1415	(915)587-8431	Hauser Enterprises, LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	El Paso	361414	10790 Pebble Hills Dr	79935-2039	(915)593-3131	VHH ENTERPRISES, LLC
TX	El Paso	359202	9568 Dyer St	79924-4727	(915)755-3132	Hauser Enterprises, LLC
TX	El Paso	362056	5640 Montana Ave #A	79925-3329	(915)772-8311	Hauser Enterprises, LLC
TX	El Paso	337424	1320 Zaragoza Road	79936-7901	(915)790-2210	VHH ENTERPRISES, LLC
TX	El Paso	351390	12379 Edgemere Blvd	79938-4579	(915)855-3131	VHH ENTERPRISES, LLC
TX	El Paso	357462	929 Sunland Park Dr	79922-	(915)883-3100	Hauser Enterprises, LLC
TX	Eules	346436	2750 State Highway121	76039-	(817)571-3131	Sandspit Ventures Inc
TX	Flower Mound	330547	2704 Cross Timbers Rd	75028-2700	(972)539-4669	Tri Point Group, LLC
TX	Fort Worth	361914	6248 Rufe Snow Dr #402	76148-3354	(817)581-7557	A&T Ice Cream Corporation
TX	Frisco	345974	7410 Preston Rd	75034-5682	(214)872-1114	Aslam & Sons L.L.C.
TX	Fulshear	365106	28830 Fm 1093,	77441-	(832)714-4014	BLUEJACK DIAMONDS LLC
TX	Georgetown	349032	3303 Williams Dr	78628-2855	(512)863-4478	Abderrazek Zaafrani
TX	Helotes	332835	11846 Bandera Rd	78023-4132	(210)695-1368	HELADO ENTERPRISE INC.
TX	Horizon City	356487	13034 Eastlake Dr	79928-7803	(915)345-1731	Hauser Enterprises, LLC
TX	Houston	359205	12712 W Lake Houston Pkwy	77044-	(281)416-4075	HOUTXBSW, LLC
TX	Houston	360495	4547 Fm1960 Rd W	77069-4601	(281)440-0296	D & C Eats, Inc.
TX	Houston	361661	1924 El Dorado Blvd	77062-3621	(281)486-5471	LOVE 21 LLC
TX	Houston	360472	1051 Nasa Rd	77058-3308	(281)488-3137	NEW SURYA LLC
TX	Houston	360489	14501 Memorial Dr	77079-5407	(281)496-1358	Memorial Creamery, LLC
TX	Houston	351178	14460 Hillcroft St	77085-1528	(281)501-9606	INBA INC
TX	Houston	349727	9203 Highway 6 S	77083-6387	(281)564-0962	Scoups, Inc.
TX	Houston	339253	11660 Westheimer Rd	77077-6710	(281)870-9560	AboveRiver LLC
TX	Houston	349177	7596 Fm 1960 Rd W	77070-5840	(281)894-5522	P & J Investments Corp.
TX	Houston	360473	6755 Bissonnet	77074-6129	(713)271-2650	JO & LEE CORPORATION
TX	Houston	355682	7910 Westview Dr	77055-6752	(713)360-7205	AboveRiver LLC
TX	Houston	360491	9315 Katy Fwy	77024-1512	(713)468-3642	Ratan Treats LLC
TX	Houston	331652	2431 University Blvd	77005-3226	(713)520-5248	Mymuujiza Corp.
TX	Houston	360468	3266 Westheimer Rd	77098-1002	(713)520-6881	Ben L. Royce, Inc.
TX	Houston	343428	8076 S Gessner Dr	77036-7418	(713)541-9606	Arroyo Prime Ltd, Inc.
TX	Houston	349393	4414 North Freeway	77022-3656	(713)694-0963	Emotion Enterprises, Inc.
TX	Houston	356522	6401 Woodway Dr Ste 115	77057-1670	(713)750-9964	Mymuujiza Corp.
TX	Houston	360466	1011 Edgebrook Dr	77034-1801	(713)946-1198	P & J Investments Corp.
TX	Houston	360467	1634 Gessner Dr	77080-7020	(713)973-1562	Varallo Corporation
TX	Houston	349791	15242 Wallisville Rd	77049-4627	(832)582-8024	HOUTXBWV, LLC
TX	Humble	365743	8790 Fm 1960 Bypass West Rd.Suite B300	77338-	(281)570-6007	Sai Ice Cream LLC
TX	Humble	363505	3809 Atascocita Road	77396-	(281)852-4800	AASIMA AND SONS, INC.
TX	Irving	349010	2666 N Belt Line Rd	75062-	(972)871-2600	Ghanshyam Krupa LLC
TX	Katy	351770	2750 Fm 1463 Rd	77494-3827	(281)371-3131	Firethorne Treats, LLC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	Katy	345899	6920 S Fry Rd	77494-8394	(281)391-3161	Drox Management, LLC
TX	Katy	337650	1560 S Mason Rd	77450-4558	(281)395-3556	Katy Treats, LLC
TX	Kingwood	352875	1442 Kingwood Dr	77339-3040	(281)312-1233	HOUTXBKW, LLC
TX	La Porte	364255	8920 Spencer Highway	77571-	(281)884-8990	HOUTXBDP LLC
TX	Lake Jackson	331110	121 State Hwy 332 W	77566-4099	(979)285-9788	D & C Eats, Inc.
TX	Little Elm	348464	2700 E Eldorado Pkwy	75068-5999	(972)987-4355	Aavighna Investments LLC
TX	Mcallen	348403	100 E Nolana Ave	78504-2653	(956)627-5755	Rio Grande Treats, LLC
TX	Mcallen	358125	1400 E Expressway 83	78503-1662	(956)682-9676	Rio Grande Treats, LLC
TX	Mckinney	331112	3001 S Hardin Blvd	75070-7702	(972)562-6338	Navaksh, LLC
TX	Midland	365962	8521 Farm To Market 307	79706-	(432)256-4062	Tarzan and Jane (Greenwood) LLC
TX	Midland	365684	6900 North Sh 349 Suite 1	79705-	(432)400-3238	Kent Ice Cream LLC
TX	Midland	360797	2101 W Wadley Ave	79705-6444	(432)682-7131	Kent Ice Cream LLC
TX	Midland	351134	5400 Briarwood Ave	79707-	(432)689-0789	Kent Ice Cream LLC
TX	Mission	364911	201 South Shary Road, Suite 250	78572-	(956)598-5055	Rio Grande Treats, LLC
TX	Missouri City	357460	8731 Highway 6 South	77459-7365	(281)778-6062	Mymuujiza Corp.
TX	Murphy	343967	158 W. Fm 544	75094-	(972)516-9100	Marta & Al Pertuz, LLC
TX	New Braunfels	330588	606 S Walnut Ave	78130-5770	(830)606-2231	Layh Legacy, LLC
TX	Odessa	350956	6900 East Ridge Rd	79765-8971	(432)362-0858	Kent Ice Cream LLC
TX	Pearland	337649	10504 Broadway St	77584-8424	(713)436-5358	D & C Eats, Inc.
TX	Pflugerville	345544	1552 Fm 685	78660-	(512)551-9466	ABDR TEXAS GROUP LLC
TX	Plano	330548	5960 W Parker Rd	75093-7732	(972)403-3131	P & K Trading, Inc.
TX	Plano	354870	6921 Independence Pkwy	75023-8338	(972)491-7301	PANKAJA DH LLC
TX	Richardson	360783	1748 E. Belt Line Rd	75081-4621	(972)907-0981	Marta & Al Pertuz, LLC
TX	Richmond	363055	19211 Morton Rd	77407-3572	(281)762-0832	Ohana Ice Cream LLC
TX	Rockwall	345793	2951 Ridge Rd	75032-6674	(214)771-0304	Marta & Al Pertuz, LLC
TX	Round Rock	362278	307 W Palm Valley Blvd	78664-4234	(512)310-2431	RR Icecreams, LLC
TX	San Angelo	360794	3303 Sherwood Way	76901-3528	(325)944-3699	Babyface, Inc.
TX	San Antonio	351943	634 Nw Loop 410	78216-5538	(210)402-3151	AAMYRA LEGACY LLC
TX	San Antonio	347508	20821 Us Highway 281 N	78258-7594	(210)481-4276	FROZEN CONCEPTS LLC
TX	San Antonio	352679	1203 N Loop 1604 W	78258-4623	(210)492-3331	Spring Branch Ice Cream, LLC
TX	San Antonio	349624	5539 W Loop 1604 N	78253-7319	(210)684-3131	Spring Branch Ice Cream, LLC
TX	San Antonio	361666	6727 Bandera Rd	78238-1438	(210)684-9373	Nila & Lisa Enterprises, Inc.
TX	San Antonio	330546	5238 Dezavala Rd	78249-1732	(210)699-3911	Creamy Ice Cream LLC
TX	San Antonio	360475	6418 N. New Braunfels Ave	78209-3827	(210)826-1231	AAMYRA LEGACY LLC
TX	San Marcos	365140	925 B Texas 80	78666-	(512)210-8084	Alliant, Inc.
TX	Schertz	344164	17460 Ih 35 North	78154-	(210)651-5131	PVS INVESTMENTS LLC
TX	Selma	336404	8250 Agora Pkwy	78154-1323	(210)945-6611	Inside Scoop, Inc.
TX	Southlake	348566	2063 West Southlake Blvd.	76092-6759	(817)421-3100	Sandspit Ventures Inc

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	Spring	363841	3784 Rayford Rd, Suite 100	77386-	(281)323-4076	HOUTXBBL, LLC
TX	Spring	361915	16836 Stuebner Airline Rd	77379-6207	(281)376-9144	MYRA ENTERPRISE, LLC
TX	Stanton	365961	3399 Interstate 20	79782-	(432)607-2500	Tarzan & Jane (Stanton) LLC
TX	Sugar Land	338339	19970 Southwest Freeway	77479-	(281)342-2688	NASIR & SONS, INC.
TX	Sugar Land	361663	3366 Highway 6	77478-4409	(281)980-5405	BSS EATS, LLC
TX	Texas City	360474	2802 Palmer Hwy	77590-6932	(409)948-2182	PAN UNITED, INC.
TX	Victoria	359589	7104 N Navarro St	77904-1508	(361)579-7304	Alliant, Inc.
TX	Waco	357078	1616 Wooded Acres Dr	76710-2852	(254)235-1007	Waco Ice Cream Services LLC
TX	Waco	364769	10324-G China Spring Road	76708-	(254)836-5142	J&R Treats LLC
UT	American Fork	363220	51 N West State Rd	84003-1689	(385)498-3182	Jode LLC
UT	Bountiful	361095	530 S Main St	84010-6323	(801)298-9931	Jode LLC
UT	Clearfield	361104	435 State St	84015-1730	(801)825-3131	Jode LLC
UT	Draper	364790	138 East 12300 South	84020-	(385)361-3079	Jode LLC
UT	Farmington	365587	1076 Park Lane	84025-	(385)381-7043	Jode LLC
UT	Layton	361111	1088 E Gentile St	84041-3936	(801)546-3100	Jode LLC
UT	Ogden	361093	1166 Washington Blvd	84404-4951	(801)621-3333	Kiwi Scoops, LLC
UT	Orem	361099	210 N State St	84057-4746	(801)224-0731	Ice Cream Crazy LLC
UT	Saint George	356720	2696 Pioneer Rd	84790-7409	(435)673-1950	Dixie Sweet Treats, LLC
UT	Salt Lake City	361101	1465 E 2100 S	84105-3724	(801)484-1351	Jode LLC
UT	Sandy	361106	9497 S 700 E	84070-3459	(801)572-4064	Jode LLC
UT	South Jordan	345958	11428 S District Dr	84095-5765	(801)727-0601	FREEZE'EM, LLC
UT	South Ogden	365474	1695 Skyline Drive	84405-	(801)627-1444	Kiwi Scoops, LLC
UT	Washington	365352	1982 South Washington Fields Road	84780-	(435)233-2100	Dixie Sweet Treats, LLC
UT	West Jordan	359273	7689 S Jordan Landing Blvd	84084-5651	(801)417-9766	Jode LLC
UT	West Valley City	361105	3490 W 3500 S	84119-2563	(801)969-1071	Jode LLC
VA	Alexandria	362307	7001h Manchester Blvd	22310-3212	(703)921-5330	Kitthanawong & Moraras, LLC
VA	Alexandria	360254	1701 Centre Plz	22302-2604	(703)998-4177	ICE BUSTERS INCORPORATED
VA	Fairfax	356738	10657 Fairfax Blvd	22030-	(703)539-8126	Bengal Incorporated
VA	Falls Church	360263	6664 Arlington Blvd	22042-2145	(703)538-4690	Bengal Incorporated
VA	Gainesville	357037	13801 Heathcote Blvd	20155-3353	(571)284-7238	Benson's Ice Cream - Gainesville, LLC
VA	Hampton	353671	2040 Coliseum Dr	23666-3200	(757)690-8533	SCOOPS, LLC
VA	Herndon	361501	13344 Franklin Farms Rd	20171-4036	(703)437-3133	TWOSPOUSE LLC
VA	Newport News	360981	14371 Warwick Blvd	23602-3754	(757)874-7731	Roscha, Inc.
VA	Reston	360278	1446 Reston Pkwy	20194-	(703)742-3387	Tanglewood Holdings LLC
VA	Richmond	360970	6940 Forest Hill Ave	23225-1606	(804)272-9952	The Ark Incorporated
VA	Richmond	360972	5510 W Broad St	23230-2632	(804)288-9591	GMY, Incorporated
VA	Springfield	362308	7561 Huntsman Blvd	22153-1649	(703)451-1818	Pichina Bell
VA	Williamsburg	360979	416 Prince George St	23185-3620	(757)229-6385	Rags, Inc.

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WA	Auburn	361898	1702 Auburn Way N	98002-3372	(253)939-2996	Albert Tadevosyan Corporation
WA	Bellevue	361844	2255 140th Ave Ne	98005-1875	(425)829-5368	ROBERTSOPHEAVY, LLC
WA	Bothell	360742	10007 Main St	98011-3423	(425)486-3131	C STORY, LLC
WA	Bothell	332178	22833 Bothell Everett Hwy	98021-9369	(425)489-3981	Jin Myung Sanders
WA	Burien	365067	126 Southwest 148th Street C150	98166-	(206)420-3096	Ksor & Le LLC
WA	Clarkston	362010	1291 Bridge St	99403-2243	(509)751-8998	Charlton Family LLC
WA	Everett	360708	4019 Colby Ave	98201-4928	(425)259-6336	Loann LLC
WA	Everett	362009	11014 19th Ave Se	98208-5121	(425)316-3131	Edgar Ziroyan Company
WA	Everett	362005	530 Sw Everett Mall Way	98204-3836	(425)348-3100	Michael Buchan
WA	Federal Way	361893	1946 S. Seatac Mall B-42	98003-6066	(253)946-3375	RK Lyla Inc.
WA	Issaquah	361852	1590 Nw Gilman Blvd	98027-5337	(425)392-8524	ICSHOP88, LLC
WA	Kennewick	363603	2617 W Kennewick Ave	99336-3124	(509)783-9279	BUAIDH NO BAS LLC
WA	Kent	340049	25620 102nd Place Se	98030-6410	(253)246-8958	OGEDAY CORP
WA	Lacey	330865	4810-A Yelm Hwy Se	98503-4988	(360)413-0030	Emerald City Ice Cream, LLC
WA	Longview	360757	1540 15th Ave	98632-3918	(360)636-3110	D & M VASQUEZ INC
WA	Lynnwood	337670	4615 196th St Sw Ste #142	98036-5595	(425)776-8823	Chris Ahn
WA	Marysville	361861	9501 State Ave	98270-2275	(360)659-0777	Yunison, LLC
WA	Mill Creek	361885	15704 Mill Creek Blvd #20	98012-1572	(425)385-3131	Edgar Ziroyan Company
WA	Moses Lake	360771	525 N Stratford Rd	98837-1572	(509)765-4544	MOSES LAKE ICE N SNO LLC
WA	Olympia	365652	2410 Harrison Avenue Se	98502-	(360)943-1231	Emerald City Ice Cream, LLC
WA	Orchards	361891	7411 Ne 117th Ave	98662-4706	(360)254-3210	O&M ENTERPRISES, INC.
WA	Puyallup	332171	17404 Meridian E	98375-6234	(253)445-5911	Ksor & Le LLC
WA	Puyallup	360746	1422 E Main Ave	98372-3137	(253)848-6713	Ksor & Le LLC
WA	Redmond	362011	17181 Redmond Way	98052-4431	(425)883-0031	Gihoun Kwon & Hyunsuk Kwon-Na
WA	Renton	360740	520 Rainier Ave S	98057-2411	(425)226-3113	FIONA TRAN INVESTMENT LLC
WA	Renton	365668	17240 140th Avenue Southeast	98058-	(425)496-7366	KATIE DO INVESTMENTS LLC
WA	Richland	349323	140 Gage Blvd	99352-8916	(509)374-4310	BUAIDH NO BAS LLC
WA	Richland	360732	890 Stevens Dr	99352-3507	(509)943-3231	MOO-WOO II, INC.
WA	Seattle	360703	826 Ne Northgate Way	98125-7312	(206)364-4320	CISH Corporation
WA	Silverdale	361858	10315 Silverdale Way Nw	98383-7670	(360)698-3152	GREEN MINKON, INC.
WA	Spokane	361855	1925 N Monroe St	99205-4539	(509)327-1531	OHANA ROSE INC
WA	Spokane	360772	9111 N Country Homes Rd	99218-2068	(509)467-5264	TM MGMT LLC
WA	Spokane	339199	2727 S Mount Vernon St	99223-4850	(509)532-0031	Monica S. Carr
WA	Spokane	360753	12510 E Sprague Ave	99216-0755	(509)924-3131	JRS & KKS Company
WA	Tacoma	360706	6214 6th Ave	98406-2020	(253)244-5501	Tracy Huynh, LLC
WA	Tacoma	360731	12155 Pacific Ave S	98444-5124	(253)531-2404	DMCM LLC
WA	Tacoma	361825	1314 72nd St E # 4305	98404-3343	(253)539-5711	DMCM LLC
WA	Tukwila	360762	993 Southcenter Mall	98188-2819	(206)248-2805	RK HEBA INC

2026 Baskin-Robbins FDD

Ex. G-1 - List of Restaurant
Franchisees



Exhibit G-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WA	Vancouver	332280	16600 Se McGillivray Blvd	98683-3419	(360)253-9960	Luciana Bisailon
WA	Vancouver	365360	7910 East Mill Plain Boulevard	98664-	(360)360-4983	O&M ENTERPRISES, INC.
WA	Vancouver	337310	800 Ne Tenney Rd	98685-	(360)566-1119	Giau Huynh
WA	Vancouver	360726	7000 Ne Highway 99	98665-0522	(360)696-9931	Great Richardson Corp
WA	Walla Walla	360712	2003 E Isaacs Ave	99362-2213	(509)522-3131	BOATS AND SHAKES LLC
WA	Yakima	361833	1505 S 1st St	98901-3543	(509)575-1761	MLB ICE CREAM STORE, INC.
WA	Yakima	359200	1208 N 40th Ave	98908-8661	(509)594-4533	MLB ICE CREAM STORE, INC.
WA	Yelm	366204	1010 East Yelm Avenue	98597-	(360)955-0084	YELM SUBS LLC
WI	Appleton	354380	3421 N Ballard Rd	54911-8900	(920)702-2263	Tmart Operations I, LLC
WI	Bayside	360213	8820 N Port Washington Rd	53217-1628	(414)352-1020	Erwin & Dianne Investments, Inc.
WI	Green Bay	359653	1221 Lombardi Access Rd	54304-4046	(920)494-6556	GCS Operations, LLC
WI	Green Bay	355177	1593 E Mason St	54302-2535	(920)548-5271	Tmart Operations I, LLC
WI	Wauwatosa	360216	1417 N. Wauwatosa Ave	53213-2646	(414)453-0330	Bing Icecream, Inc.
WV	Charleston	361682	4120 Maccorkle Ave Se	25304-1637	(304)925-3013	RJ Group LLC
WV	Huntington	360569	1598 Washington Blvd	25701-4035	(304)529-2133	SAM Corporation of Huntington, Inc.
WY	Cheyenne	361097	723 E 16th St	82001-4703	(307)635-2588	ITOPA LLC

EXHIBIT G-2 TO THE BASKIN-ROBBINS FDD

~~CURRENT~~ LIST OF BASKIN-ROBBINS ~~AND COMBO~~ RESTAURANT FRANCHISEES
WITH SIGNED FRANCHISE AGREEMENTS BUT NOT YET OPERATIONAL



Exhibit G-2
List of Restaurant Franchisees With Signed Franchise Agreements
But Not Yet Operational
As of December 28, 2025

State	City	Restaurant #	Address	Franchisee	Franchisee Email
AL	Mobile	366042	6370 Cottage Hill Road	Visha Patel	vishapatel85@gmail.com
AL	Birmingham	366413	332 West Stone Brook Place	Wadida Elgourani	wtepropertiesllc@gmail.com
AZ	Page	366231	1501 Coppermine Rd	Eugene Kang	kang.eugene89@gmail.com
CA	Lindsay	365645	1647 W Tulare Rd	Nashwan Obad	nashwanobad@gmail.com
CA	Menifee	366112	3225 Garretson Circle	Faiza Saeed	shaheen786inc@gmail.com
CA	Chico	366162	1000 3rd Street	Dana Rakvica	danaopus1@gmail.com
CA	Oakley	366230	114 San Joaquin Ct	Balraj Gill	balrajgill@sbcglobal.net
CA	Sun Valley	366516	15652 Parthenia Street	Tamheed Ullah	br31sunvalley@gmail.com
CO	Denver	366022	2544 Sheridan Boulevard	Carlos Gonzalez	jachandres@hotmail.com
DC	Washington	363915	301 Route 17 Suite 802	Sachin Shah	sksmgmt@gmail.com
FL	Hollywood	366002	2712 SW 81st Terrace	Jacob Quinones	jacob@kingdomlifekleaning.com
FL	Naples	366066	7139 Creeks Crossing	Sathyamani Yalamuri	ysdeepakchwd@gmail.com
FL	Pembroke Pines	366394	702 hughes drive	Ashishkumar Padaliya	rburness17@gmail.com
HI	Kihei	364880	1003 Bishop St	Hikaru Murakami	soma@31ice.co.jp
IN	Martinsville	364686	516 Gene Darfler Ct	Sanjeev Khatau	sanjeevkhatau@gmail.com
LA	Woodworth	366379	36040 I-10 EAST	Shahbaz Raza	stuckeys.tx@gmail.com
LA	Carencro	366426	110 Hector Connolly Rd	Naina Panjwani	aakash@aakashinc.com
MD	Gaithersburg	366887	3640 Martins Dairy Circle	Boris Lander Luis	boris.lander@luisgroup.net
MI	Dundee	365092	200 S Frontage Rd	Amit Patel	kalpesh@theomgroup.net
MI	Traverse City	366568	30240 Macintosh Lane	Sathyamani Yalamuri	chintan198@gmail.com
NV	Henderson	366565	510 S Boulder Hwy	Jennifer Holloway	jencakelady@aol.com
NY	New York	366232	39-46 65th place	Chandan Kumar Sengupta	chandansen2003@yahoo.com
NY	Elmhurst	366459	95-09 57th Ave	Bharat Patel	btudelta@gmail.com
NY	New York	366468	8 Park Avenue Viaduct	Milton Kazi	mkazi@verizon.net
TX	Winnie	357639	2900 FAIRWAY DR	Shahbaz Raza	stuckeys.tx@gmail.com
TX	Hockley	364930	4415 Highway 6 South	Amin Dhanani	amindhanani@gulshaninc.com
TX	Frisco	366041	11700 Preston Road	Melissia Chow	melissiachow@hotmail.com
TX	Coppell	366245	7007 Lake Louise Dr	MARIA RODRIGUEZ	maria.r.gabe@gmail.com
TX	Stephenville	366248	1613 Bluewood Lane	David Brumfield	brumfidf@gmail.com
TX	League City	366333	2925 Gulf Fwy S	Altaf Alvani	atafalvani@gmail.com
TX	Winnie	366460	36040 I-10 EAST	Shahbaz Raza	stuckeys.tx@gmail.com
TX	Huntsville	366537	11731 Balmartin Dr	Imran Maredia	imranmaredia@gmail.com
TX	Colleyville	366615	7007 Lake Louise Dr	Maria Rodriguez	maria.r.gabe@gmail.com
TX	Benbrook	366763	8512 Benbrook Blvd	David Brumfield	brumfidf@gmail.com
WA	Olympia	366149	4242 20th Ln NW	Adam Teske	adam@evergreensubs.com
WA	Tumwater	366509	4242 20th Ln NW	Adam Teske	adam@evergreensubs.com
WY	Evanston	365870	106 N 3rd Street	Saud Shahram	sams@faststop.us



Exhibit G-2
List of Restaurant Franchisees With Signed Franchise Agreements
But Not Yet Operational
As of December 28, 2025

State	City	Restaurant #	Address	Franchisee	Franchisee Email

EXHIBIT ~~H~~G-3 TO THE BASKIN-ROBBINS FDD

LIST OF BASKIN-ROBBINS RESTAURANT DEVELOPERS



Exhibit G-3
List of Restaurant Developers
As of December 28, 2025

State	Developer	Developer Phone / Email
AL	4955 Holdings, LLC	medwards049@gmail.com
AL	FROZEN NILE LLC	wtepropertiesllc@gmail.com
AL, FL	Empire Hospitality FL, LLC	schowdari@empirehg.com
AR	Hava Scoop, LLC	brianbiggs2007@yahoo.com
AR	VS SAI LLC	darshana.patel86@yahoo.com
AZ	Mohammed Tariq	sweethiragroup@gmail.com
AZ	PMPD Ventures LLC	(480)247-6099
AZ	Sister's Scoop of Joy LLC	bioofparesh@gmail.com
CA	ASA Restaurants LLC	sandeepdhanda@yahoo.com
CA	Esco World, Inc.	baskinrobbins.glendale@yahoo.com
CA	Farshid Bahari	fazbahari@aol.com
CA	Fig & Olive, Inc.	sabiha_78@msn.com
CA	Flavors Infused LLC	manju.vuggina@gmail.com
CA	HARBASANT FOODS INC	(510)524-0200
CA	ICEE FLAVOURS INC.	salman115_2000@hotmail.com
CA	NAIS Food Services, Inc.	naisfoodservices@gmail.com
CA	Oroville Ice Cream LLC	paresh0420@yahoo.com
CA	Peaknest Brands Inc	toheedu@gmail.com
CA	ROCKY ICE & SHAKES	navjot1003@gmail.com
CA	Shaheen 786 Inc	shaheen786inc@gmail.com
CA	Tej Parikh	tej290@gmail.com
CA	Urban Franchisee Holding 365753 Inc	navid@yadegarbrothers.com
CA	VRSEHGAL, LLC	sehgal.vaneet@yahoo.com
DC	Sweet Bro Inc.	thaikitchen2022@hotmail.com
FL	The Adonai Group, LLC	jacob@kingdomlifekleaning.com
HI	31 AIKALIMA LLC	john.kim@31ice.co.jp
IA	31 LLC	chouhan_vjs@hotmail.com
IN	AS 347659 LLC	(317)259-8888
KY	Bluegrass 4119, Inc.	pragnesh79@msn.com
KY	Ice Cream Squad	robbsett1@gmail.com
LA	ONE SCOOP UP LLC	caseyandshayna@gmail.com
LA	SUGAR BABES, LLC	tdrewes2000@yahoo.com
LA	Marta & Al Pertuz, LLC	alvaro00961@yahoo.com
MI	M Jafar Rizvi	j.rizvi@live.com
MN	8 Bananas LLC	steven.kragt35@gmail.com
MN	MN Double Scoop, LLC	Jonas@northshoresubs.com



Exhibit G-3
List of Restaurant Developers
As of December 28, 2025

State	Developer	Developer Phone / Email
MN	Zimmerman Scoop Money LLC	Joshmosh1993@aol.com
MO	Jay Mahakal LLC	poonampatel9862@gmail.com
MO	Purav Patel	baskinrobbins101@gmail.com
MO	Akarman Hospitality LLC	akashdhillon@hotmail.com
MS	Rashmin Patel	unittyagency@gmail.com
NC	NCBR OPS LLC	corbett@chcunified.com
NC	PREMIUM SCOOPS LLC	jerome.hranka@gmail.com
NC	Scoop Collection LLC	p.shalin@gmail.com
NV	Balwinderjit Kaur	onebuttar@yahoo.com
NV	RUSJ LLC	jeeten@engineer.com
NV	Shree 1738 LLC	krupat23@gmail.com
OH	BRK Ice Cream 1 LLC	ryan@brkrestgroup.com
SC	KC Flavors LLC	davidk@natelligroup.com
SC	VBP Scoops LLC	viralpatel7802@gmail.com
TN	Blue Table, LLC	frizzell3@fcci.com
TN	DIVINE TREAT LLC	ankitpij@yahoo.com
TN	GLORY SCOOPS LLC	jessica.patel31@yahoo.com
TN	GOBBLER CREAMERY LLC	chintan.john@gmail.com
TN	Mad Ice Cream, LLC	maulikpatel123@hotmail.com
TX	Brian Thomas	btmt09@gmail.com
TX	Chow Scoops, Inc.	petertchow@yahoo.com
TX	Gabe Resources, LLC	maria.r.gabe@gmail.com
TX	Icewiches, LLC	brumfidf@gmail.com
TX	LHK Enterprise, LLC	habibkobeissi@gmail.com
TX	NASIR & SONS, INC.	(281)342-2688
TX	Reagan HS retail LLC	am.sundeeep@gmail.com
TX	Rio Grande Treats, LLC	chabeb@hotmail.com
WA	Evergreen Subs, LLC	ryan@evergreensubs.com

EXHIBIT G-4 TO THE BASKIN-ROBBINS FDD

FORMER BASKIN-ROBBINS AND LIST OF COMBO RESTAURANT FRANCHISEES



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AL	Albertville	359681	8171 Us Highway 431	35950-1136	(256)869-6075	43 Albert LLC
AL	Birmingham	363671	2148 Sweeney Hollow Rd	35215-	(205)419-9949	Sweeney Hollow Donuts Holdings, LLC
AL	Decatur	354848	1024 6th Ave Se	35601-3922	(256)960-9349	10 Decatur, LLC
AL	Hanceville	355292	426 Al Highway 69 S	35077-3402	(256)287-1299	TA Operating LLC
AL	Jasper	363782	2315 Highway 78 E	35501-	(205)265-2545	Alabama Donuts, LLC
AL	Oxford	362997	700 S Quintard Ave	36203-	(678)686-6381	Quintard Donuts Holdings, LLC
AL	Troy	356761	100 Troy Plaza Loop	36081-	(334)808-1353	LFO TROY AL, LLC
AR	Arkadelphia	354447	2708 Pine St	71923-4206	(870)464-1553	LFO ARKADELPHIA AR, LLC
AR	Hot Springs	352020	3340 Central Ave	71913-6139	(501)802-1586	LFO HOT SPRINGS AR, LLC
AZ	Avondale	362477	12685 W Indian School Rd	85392-8400	(602)635-1619	QUALITY BRAND GROUP ARIZONA LLC
AZ	Bullhead City	362583	2520 Arizona 95	86442-	(928)450-4260	ARIZONA LLC
AZ	Chandler	358670	5800 W Chandler Blvd	85226-7534	(480)940-2458	QUALITY BRAND GROUP ARIZONA LLC
AZ	Cottonwood	356990	1006 S Main St	86326-	(928)399-7020	QUALITY BRAND GROUP ARIZONA LLC
AZ	Goodyear	356735	211 N Estrella Pkwy	85338-9340	(623)455-5004	QUALITY BRAND GROUP ARIZONA LLC
AZ	Lake Havasu City	356018	85 Lake Havasu Ave N	86403-	(928)846-8466	ARIZONA LLC
AZ	Marana	364955	13952 North Sandario Road	85653-	(520)333-3457	Marana Macchiato, LLC
AZ	Nogales	358338	522 W Mariposa Rd	85621-1075	(520)399-6715	USHA LLC
AZ	Phoenix	362903	3333 E Baseline	85042-	(602)903-2662	ARIZONA LLC
AZ	Prescott Valley	356809	3015 N Glassford Hill Rd	86314-	(928)458-5600	ARIZONA LLC
AZ	Sahuarita	352280	15980 S Rancho Sahuarita Blvd	85629-8017	(520)207-4194	RAMY LLC
AZ	Scottsdale	354293	8847 E Talking Stick Way	85258-	(480)291-6590	ARIZONA LLC
AZ	Tucson	300754	5346 E 22nd St	85711-5404	(520)790-5892	DESERT DONUTS ONE LLC
AZ	Tucson	304990	1655 W. Valencia Rd	85746-6026	(520)729-1407	SURJ LLC
AZ	Tucson	362552	1993 East Ajo Way	85713-	(520)372-2683	AJO AMERICANO LLC
CA	Barstow	357492	2804 Lenwood Rd	92311-9589	(949)629-8609	Framily Industries, LLC
CA	Foothill Ranch	354485	26722 Portola Parkway	92610-1770	(949)916-9288	Framily Industries, LLC
CA	Los Angeles	358597	410 E Washington Blvd	90015-	(213)741-3965	Prell Restaurant Group, LLC
CA	Placerville	363873	3988 Missouri Flat Road	95667-	(530)675-8651	ASA Restaurants LLC
CA	Ramona	353652	1410 Main St	92065-2129	(760)789-0210	LLC
CA	San Diego	356198	1770 Rosecrans St	92106-1968	(619)900-7141	Burton Restaurants, LLC
CA	San Jacinto	359595	671 N State St	92583-6577	(951)654-0011	State Street Coffee Company LLC
CA	South El Monte	357207	1955 Durfee Ave	91733-3710	(626)444-5282	Prell Restaurant Group, LLC
CA	Suisun City	359593	282 Sunset Ave	94585-1766	(707)440-4204	Krupa C.D., Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Tejon Ranch	359305	5621 Outlets At Tejon Parkway	93203-	(661)885-3400	TA Operating LLC
CA	Upper Lake	356197	775 W State Highway 20	95485-9289	(707)275-9090	Mohammed Abid Hussain and Shanaz Hussain
CA	West Covina	355628	1428 S Azusa Ave	91791-4121	(626)727-6272	Prell Restaurant Group, LLC
CA	Wildomar	353808	36270 Hidden Springs Rd	92595-5800	(951)678-0669	SAWS, LLC
CO	Aurora	354041	16401 E Arapahoe Rd	80016-2567	(303)766-3595	Red Mountain Breakfast Company, LLC
CO	Englewood	355169	2766 S Broadway	80113-1523	(303)789-5214	I 84 Donuts LLC
CO	Fort Carson	355505	5940 Ellis St	80913-	(719)800-5055	CHC MGMT LLC
CO	Montrose	358337	1803 S Townsend Ave	81401-5448	(970)964-3306	Quality Brand Group Colorado LLC
CT	Cos Cob	300396	375 East Putnam Avenue	6807-	000-000-0000	D. P. T. Enterprises, Inc.
CT	Glastonbury	310353	141 Hebron Ave	06033-4223	(860)659-1324	MAC GLASTONBURY, LLC
CT	Monroe	339303	135 Main St	06468-1609	(203)268-5718	Monroe Coffee, LLC
CT	Norwalk	304368	458 Westport Ave	06851-4424	(203)846-2908	458 Westport Avenue Norwalk, LLC
CT	Norwalk	330826	196 East Ave	06855-1111	(203)855-5348	196 East Avenue Norwalk, LLC
CT	Southport	341698	3355 Post Rd	06890-1309	(203)319-0736	Southport Donuts, Inc.
CT	West Hartford	349314	450 S Main St	06110-1648	(860)521-5153	D CT HOLDINGS 2, LLC
DC	Washington	337643	Shirley Memorial Hwy	20301-0001	(703)271-4346	Jerome And Brenda And Associates, Inc.
DC	Washington	359701	406 8th St Se	20003-2832	(202)630-4930	DDC 8 - 406, LLC
DE	Bethany Beach	355320	33364 S Pennsylvania Ave	19930-3446	(302)539-1454	Rehoboth Donut Shops, Inc.
DE	Camden	339437	4080 Dupont Hwy	19934-1370	(302)698-1160	Dover Donut Shops, Inc.
DE	Rehoboth Beach	340943	1 Midway Shopping Ctr	19971-6146	(302)645-8744	Rehoboth Donut Shops, Inc.
DE	Rehoboth Beach	342165	146 Rehoboth Ave	19971-	(302)227-4262	Rehoboth Donut Shops, Inc.
FL	Atlantic Beach	342884	719 Atlantic Blvd	32233-3937	(904)241-6603	ATLANTIC LGS LLC
FL	Auburndale	350110	501 Magnolia Ave	33823-4105	(863)967-5500	FLMS Auburndale, LLC
FL	Beverly Hills	357458	3470 N Lecanto Hwy	34465-3548	(352)249-7729	Efrosini of Beverly Hills Enterprises, Inc.
FL	Bradenton	352379	5259 30th St E	34203-	(941)243-3881	AC Russells Mills, Inc.
FL	Brandon	341157	950 Lumsden Rd	33511-	(813)689-3865	Parkview Pointe Donuts, Inc.
FL	Buena Ventura Lakes	332991	1935 East Osceola Pkwy	34743-	(407)348-7822	Miriam Donuts, LLC
FL	Celebration	353621	6200 W Irlo Bronson Mem Hwy	34747-4549	(407)507-1509	SSRM9, LLC
FL	Chiefland	351383	2209 N Young Blvd	32626-1957	(352)283-7971	SSRM3, LLC
FL	Clearwater	340445	2551 Gulf To Bay Blvd	33765-4433	(727)725-5020	Gulf To Bay Donuts, Inc.
FL	Clermont	331811	1110 E. Hwy 50	34711-3249	(352)243-9188	SAKS ASSOCIATES, LLC
FL	Coconut Creek	338392	4660 W Hillsboro Blvd	33073-2240	(954)426-2699	D FL HOLDINGS 1 LLC
FL	Crystal River	343576	631 Ne 5th St	34429-4323	(352)563-0199	DJSFMA ENTERPRISES, INC.
FL	Davenport	353554	8224 Champions Gate Blvd	33896-	(321)401-4072	CG DONUTS, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	Davie	338680	2321 S Univeristy Dr	33324-5838	(754)301-6904	Lord Sheba Investment Group, Inc.
FL	Defuniak Springs	356433	1480 Us 331	32435-	(850)307-5566	DEFUNIAK SPRINGS DONUTS, LLC
FL	Destin	355380	1012 Highway 98 E	32541-2902	(850)517-4080	DESTIN DONUTS, LLC
FL	Dunedin	342882	1461 Main St	34698-6243	(727)210-1678	Main Street Donuts, Inc.
FL	Ellenton	353267	6420 Us 301 N	34222-3020	(941)417-2857	SSRM5, LLC
FL	Englewood	358612	151 S Indiana Ave	34223-3306	(941)212-5877	PURPLE ROCK INVESTMENT COMPANY LLC
FL	Fort Lauderdale	337435	1601 E Sunrise Blvd	33304-2332	(954)317-0585	Sir John's Global Investment, Inc.
FL	Gainesville	343733	3710 Nw 13th St	32609-2182	(352)378-8559	AC Management, Inc.
FL	Gainesville	354296	2900 Sw 42nd St	32608-2379	(352)505-5030	SSRM VB, LLC
FL	Gainesville	355848	8181 Nw 38th Lane	32606-0060	(352)224-5235	SSRM WEST1, LLC
FL	Gibsonston	355773	10608 East Bay Rd	33534-5111	(813)533-2175	Gibsonston Donuts, LLC
FL	Groveland	353289	7901 Sr 50	34736-	(352)429-0503	GROVELAND DONUTS LLC
FL	Gulfport	355934	5602 Gulfport Blvd S	33707-4854	(727)330-3685	GULFPORT DONUTS, LLC
FL	Holiday	340468	2409 Us Highway 19	34691-3944	(727)935-4237	LEGACY HOLIDAY QSR LLC
FL	Holmes Beach	355807	3302 E Bay Dr	34217-	(941)242-0260	SSRM VB1, LLC
FL	Homosassa	348740	6885 S Suncoast Blvd	34446-3404	(352)621-3002	Paleohora Enterprises, Inc.
FL	Inverness	343568	599 S. Stone Way	34453-0670	(352)726-0109	DEPE Enterprises of Inverness Inc
FL	Inverness	363272	2461 East Gulf To Lake Rd	34453-	(352)341-1667	FBKB ENTERPRISES INC
FL	Jacksonville	336448	741 Cassat Ave	32205-4801	(904)515-6969	CASSAT FOODS LLC
FL	Jacksonville	341077	7171 Phillips Highway	32256-6801	(904)296-6022	LLC
FL	Jacksonville	352469	3031 Monument Rd	32225-1706	(904)683-5522	MONUMENT LGS LLC
FL	Key West	350068	3124 N Roosevelt Blvd	33040-4113	(305)831-2786	HZ Coffee Group, LLC
FL	Kissimmee	304057	807 W Vine St	34741-4162	(407)933-2545	Ayyan Donuts LLC
FL	Kissimmee	330930	7644 W Irlo Bronson Mem Hwy	34747-1728	(407)397-7060	SARA DONUTS, LLC
FL	Kissimmee	354970	2705 Simpson Rd	34744-	(407)962-0209	ISLAM DONUTS, LLC
FL	Lake City	354900	2888 W Us Highway 90	32055-4759	(386)319-7903	SSRM WEST1, LLC
FL	Lake Worth	304498	4644 Lake Worth Rd	33463-3452	(561)439-6661	CANYON DONUTS LAKE WORTH LLC
FL	Lakeland	341499	5614 Us Highway 98 N	33809-3105	(863)853-3005	North Lakeland Donuts, LLC
FL	Largo	304964	13013 66th St	33773-1810	(727)471-6347	66th Street Donuts, Inc.
FL	Largo	356873	13050 Walsingham Rd	33774-3513	(727)471-4911	WALSINGHAM ROAD DONUTS, LLC
FL	Sea	340382	4721 N. Ocean Dr	33308-2914	(954)353-4434	HZ Coffee Group, LLC
FL	Lauderdale Lakes	353856	3960 W Oakland Park Blvd	33311-1068	(954)719-0046	OAKLAND 18 RETAIL, INC.
FL	Lehigh Acres	342150	2706 Lee Blvd	33971-	(239)369-0111	Quality Brand Group Florida LLC
FL	Lithia	358685	16645 Fishhawk Blvd	33547-3800	(813)381-3669	FH Donuts, Inc.
FL	Lutz	332894	22722 State Road 54	33549-6955	(813)909-8434	SSRM VB3 LLC

2026 Baskin-Robbins FDD

Exhibit G-4 - List of Combo
 Restaurant Franchisees



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	Marianna	357159	2206 Florida 71	32448-	(850)600-5056	Marianna Donuts, LLC
FL	Miami	339889	5128 Biscayne Blvd	33137-	(786)360-7867	HZ Coffee Group, LLC
FL	Miami	341860	4880a Nw 183rd St	33055-	(786)360-7893	HZ Coffee Group, LLC
FL	Miami Beach	330411	341 41st St	33140-3608	(786)360-7874	HZ Coffee Group, LLC
FL	Miami Shores	357112	11300 Ne 2nd Ave	33161-6628	000-000-0000	Compass Group USA, Inc.
FL	Miramar	332745	14305 Miramar Parkway	33027-	(954)378-7986	D FL HOLDINGS 1 LLC
FL	Navarre	359723	8856 Navarre Pkwy	32566-2159	(850)710-1313	NAVARRE DONUTS, LLC
FL	New Port Richey	336484	7635 State Road #54	34653-6217	(727)232-2670	LEGACY MILLPOND QSR LLC
FL	New Port Richey	364021	7815 Mitchell Boulevard	34655-	(727)232-6455	Trinity QSR LLC
FL	New Smyrna Beach	341770	441 3rd Ave	32169-	(386)426-5885	DJH Enterprises, Inc.
FL	Niceville	355078	1152 John Sims Pkwy E	32578-	(850)812-5078	Niceville Donuts, LLC
FL	North Lauderdale	336907	7135 W McNab Rd	33068-5492	(754)324-5851	HZ Coffee Group, LLC
FL	North Redington Beach	357534	17307 Gulf Blvd	33708-1297	(727)471-6344	Redington Beach Donuts, LLC
FL	Oakland Park	304606	1801 W Oakland Park Blvd	33311-1517	(954)999-4044	HZ Coffee Group, LLC
FL	Ocala	332988	2431 E. Silver Springs Blvd	34470-6908	(352)629-7895	Silver Springs Donuts, Inc.
FL	Ocoee	336979	1719 E Silver Star Rd	34761-7015	(407)523-7363	AC Popes Island, Inc.
FL	Oldsmar	336456	3720 Tampa Rd	34677-6306	(813)852-9857	Tampa Road Donuts, Inc.
FL	Orlando	330155	1131 S Semoran Blvd	32807-1480	(407)737-0306	SSRM 13 LLC
FL	Orlando	336445	13781 S John Young Pkwy	32837-5865	(407)240-3737	SSRM3, LLC
FL	Orlando	338746	1650 N Alafaya Trl	32828-5933	(407)384-9377	SSRM 13 LLC
FL	Orlando	358632	9303 Jeff Fuqua Blvd	32827-4394	(407)825-2399	Milan Patel
FL	Orlando	364268	10505 Jeff Fuqua Boulevard	32827-	(754)281-7413	Orlando Airport Donuts, LLC
FL	Pace	358745	4804 Us 90	32571-	(850)262-8227	Pace Donuts, LLC
FL	Palm Coast	336903	1310 Palm Coast Pkwy Sw	32137-4701	(386)302-0646	Palm Coast Parkway Donuts, LLC
FL	Palmetto	350352	612 10th St E	34221-4071	(941)723-7711	AC Reed Road, Inc.
FL	Panama City	354830	1200 W 23rd St	32405-3609	(850)262-8107	23RD STREET DONUTS, LLC
FL	Panama City	355383	516 E 23rd St	32405-	(850)392-7940	BAY CITY POINT DONUTS, LLC
FL	Pensacola	355775	304 E 9 Mile Rd	32514-	(850)262-8660	Nine Mile Donuts, LLC
FL	Pensacola	356321	4835 Mobile Highway	32506-	(850)262-8112	LLC
FL	Plant City	343305	2307 James L. Redmond Pkwy	33563-7110	(813)659-1300	FLMS Plant City, LLC
FL	Riverview	341067	7028 Us Highway 301 S	33578-4343	(813)677-1083	301 DONUTS, INC.
FL	Ruskin	352159	717 Cypress Village Blvd	33573-	(813)633-3003	SAO MIGUEL DONUTS, LLC
FL	Saint Pete Beach	352886	6101 Gulf Blvd	33706-3713	(727)201-9713	EMPIRE SPB DONUTS, LLC
FL	Saint Petersburg	355813	1524 4th St S	33701-	(727)289-3927	4th Street South Donuts, LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	Saint Petersburg	356562	3934 49th St N	33709-5732	(727)471-6343	49TH STREET DONUTS, LLC
FL	Santa Rosa Beach	365182	3620 Us Hwy 98 West	32459-	(850)812-4425	Santa Rosa Donuts, LLC
FL	Sarasota	350919	2525 University Pkwy	34243-2844	(941)822-8837	SSRM5, LLC
FL	Seffner	341045	11200 East M. L. King Blvd	33584-	(813)315-9892	AC Management, Inc.
FL	Spring Hill	336978	13179 Cortez Blvd	34613-7805	(352)277-0773	Cortez Donuts, Inc.
FL	Spring Hill	338033	4471 Commercial Way	34606-	(352)597-9010	Jenlin, Inc.
FL	Spring Hill	358722	11046 Spring Hill Dr	34608-5048	(352)688-0628	ALEX JAMES DONUTS, LLC
FL	Sunrise	359526	12801 West Sunrise Boulevard	33323-	(954)601-7804	SUNRISE COFFEE LLC
FL	Tampa	336458	18003 Highwoods Preserve Pkwy	33647-1761	(813)971-7547	SSRM VB3 LLC
FL	Tampa	336538	8714 W. Hillsborough Ave	33615-3705	(813)881-9894	PURPLE SUNSET, LLC
FL	Tampa	337999	4325 Hillsborough Plz	33614-5500	(813)884-1600	AC Management, Inc.
FL	Tampa	341060	1909 E Bearss Ave	33613-2557	(813)632-8744	Legacy Donuts West Busch, LLC
FL	Tampa	341646	13510 Cypress Glenn Lane	33637-	(813)972-4481	Legacy Donuts 6, Inc.
FL	Tampa	342149	3203 E. Busch Blvd	33612-8737	(813)985-4750	Legacy Donuts Busch LLC
FL	Tampa	342321	3512 E Hillsborough Ave	33610-4536	(813)231-4350	Legacy Donuts Hillsborough LLC
FL	Tampa	343508	5227 Ehrlich Rd	33624-2042	(813)968-3100	Agapite and Cloe Donuts, Inc.
FL	Tampa	344481	10960 B-Cross Creek	33647-	(813)388-6877	CROSS CREEK DONUTS, LLC
FL	Tampa	355802	1911-C E Fowler Ave	33612-5569	(813)513-8652	Legacy West Fowler LLC
FL	Wesley Chapel	345017	3745a Bruce B Downs Blvd	33544-9201	(813)994-5364	AC Reed Road, Inc.
FL	Wimauma	362996	14407 Us Highway 301	33598-	(813)938-1768	Ponta Delgada Donuts LLC
FL	Winter Haven	341150	1578 3rd Street Sw	33880-	(863)297-9100	Winter Haven Donuts, LLC
FL	Yulee	354814	463889 State Road 200	32097-	(904)491-1500	YULEE FOODS LLC
GA	Alpharetta	359612	670 N Main St	30009-2400	(678)528-1587	Cogburn Donuts Holdings, LLC
GA	Alpharetta	365396	11605 Jones Bridge Road	30022-	000-000-0000	Abbotts Bridge Donuts Holdings, LLC
GA	Athens	350737	1045 Gaines School Rd	30605-3135	(706)353-7166	Oconee County Doughboys, LLC
GA	Atlanta	302140	2651 Cobb Pky Nw	30339-3111	(770)952-2009	302140 COFFEE CAFE, LLC
GA	Atlanta	350432	682 Boulevard Ne	30308-2702	(404)810-0010	350432 COFFEE CAFE, LLC
GA	Atlanta	358682	1270 Spring St Nw	30309-2831	(770)278-9328	358682 Coffee Cafe, LLC
GA	Atlanta	359151	2230 Marietta Blvd Nw	30318-	(770)544-7382	359151 Coffee Cafe 1, LLC
GA	Atlanta	359606	881 Peachtree St Ne	30309-3910	(470)826-4054	359606 Coffee Cafe, LLC
GA	Augusta	332138	3024 Washington Rd	30907-3811	(706)869-3793	APS Investments, Inc.
GA	Braselton	355335	2630 Old Winder Highway	30517-6103	(678)960-4056	355335 Coffee Cafe, LLC
GA	Buford	353820	2710 Hamilton Mill Rd	30519-	(678)686-6296	Hamilton Mill Donuts Holdings, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
GA	Cartersville	362622	11 Charley Harper Dr	30120-1122	(678)686-6371	Cartersville West Donuts Holdings, LLC
GA	Chamblee	330524	5558 Peachtree Industrial Blvd	30341-2218	(770)454-1574	Golden Donuts, LLC
GA	Clarkesville	363050	487 Washington Street	30523-	(678)686-6328	Clarkesville Donuts Holdings, LLC
GA	Cleveland	356594	212 S Main St	30528-	(762)286-1043	Hemani Group Development LLC
GA	Commerce	358224	110 Banks Crossing Dr	30529-6606	(770)544-8926	358224 GEORGIA DONUTS, LLC
GA	Conyers	344447	1890 Highway 20 Se	30013-2046	(770)544-8811	Georgia Donuts SE, LLC
GA	Covington	362271	3153 Highway 278 Ne	30014-2301	(770)651-7726	Georgia Donuts SE, LLC
GA	Cumming	331009	1165 Buford Hwy	30041-2721	(678)686-6342	Exit 14 Donuts Holdings, LLC
GA	Cumming	354533	5470 Bethelview Rd	30040-	(470)839-2730	THIRD CUPPA COFFEE INC.
GA	Cumming	359376	3065 Old Atlanta Rd	30041-	(678)686-6334	Windermere Donuts Holdings, LLC
GA	Decatur	302060	4760 Memorial Dr	30032-1451	(404)292-6111	Macon Donuts & Coffee, Inc.
GA	Decatur	359791	2550 Lawrenceville Highway	30033-3227	(470)731-6638	359791 Coffee Cafe, LLC
GA	Duluth	302564	3435 Peachtree Industrial Blvd	30096-3275	(934)284-5332	302564 COFFEE CAFE, LLC
GA	Duluth	307881	3725 Club Dr	30096-4537	(770)564-2783	Golden Donuts, LLC
GA	Evans	336382	4366 Washington Rd	30809-3938	(706)496-2197	APS Investments, Inc.
GA	Fayetteville	363790	985 Glynn St North, Bldg 200	30214-	(470)944-9125	363790 Coffee Cafe LLC
GA	Flowery Branch	362647	5915 Spout Springs Rd	30542-3450	(678)686-6325	Spout Springs Donuts Holdings, LLC
GA	Greensboro	363049	1000 Salem Walk Drive	30642-	(470)398-3120	Lake Oconee LLC
GA	Griffin	340398	1800 N Expressway	30223-1165	(770)467-9534	BC 1800 EW, LLC.
GA	Kennesaw	336381	741 Townpark Ln Nw	30144-5821	(678)355-5518	336381 COFFEE CAFE, LLC
GA	Lake City	336991	5663 Jonesboro Rd	30260-3804	(770)249-7038	Georgia Donuts SE, LLC
GA	Lawrenceville	351323	1942 Atkinson Rd	30043-5007	(770)339-0011	351323 COFFEE CAFE, LLC
GA	Lilburn	335411	3935 Lawrenceville Hwy	30047-	(770)921-8669	Golden Donuts, LLC
GA	Loganville	338629	4152 Atlanta Hwy	30052-4930	(470)448-1138	COFFEE CAFE 2, LLC
GA	Macon	307475	121 Tom Hill Sr Blvd	31210-1816	(478)475-0770	307475 Georgia Donuts, LLC
GA	Madison	357150	1800 Eatonton Rd	30650-	(706)847-4205	357150 Coffee Cafe, LLC
GA	Marietta	304785	2765 Sandy Plains Rd	30066-4344	(770)977-2722	304785 COFFEE CAFE, LLC
GA	Marietta	310095	2475 Dallas Hwy Sw	30064-7511	(770)792-6677	RIS VIS, INC.
GA	Marietta	356161	751 Whitlock Ave Sw	30064-3001	(770)575-4107	356161 GEORGIA DONUTS, LLC
GA	Milledgeville	351651	1966 N Columbia St	31061-2093	(478)453-3330	Milledgeville Donuts LLC
GA	Newnan	362948	740 Poplar Rd	30265-1617	(404)905-5513	Poplar Donuts Holdings, LLC
GA	Norcross	334708	5075 Peachtree Pkwy	30092-6507	(678)966-0909	Macon Donuts & Coffee, Inc.
GA	Riverdale	347710	7087 Highway 85	30274-2903	(770)909-0011	347710 COFFEE CAFE, LLC
GA	Sharpsburg	352698	12 Bailey Station Dr	30277-3647	(770)253-0022	BC 2ABR LLC
GA	Statesboro	360623	606 Fair Rd	30458-4927	(912)681-1227	SKS Ice Cream, Inc.
GA	Stone Mountain	302851	5161 Highway 78	30087-3412	(678)344-9920	Macon Donuts & Coffee, Inc.

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
GA	Sugar Hill	332011	4450k Nelson Blogden Blvd	30518-3477	(770)271-4200	Golden Donuts, LLC
GA	Sugar Hill	354030	5870 Cumming Highway	30518-8300	(770)904-1171	354030 Coffee Cafe, LLC
GA	Tifton	363867	1505 Us Highway 82 W	31794-	(229)479-3392	Tifton Donuts LLC
GA	Union City	350788	4760 Jonesboro Rd	30291-1957	(770)969-9181	350788 COFFEE CAFE, LLC
GA	Valdosta	363270	2917 North Ashley Street	31602-	(229)232-4508	SG DONUTS LLC
GA	Villa Rica	355726	135 Commerce Dr	30180-	(770)459-3113	West Georgia Cafe, Inc.
GA	Warner Robins	340542	3111 Watson Blvd	31093-8578	(478)953-1333	340542 GEORGIA DONUTS, LLC
GA	Watkinsville	350168	2081 Hog Mountain Rd	30677-4923	(706)769-8363	Oconee County Doughboys, LLC
GA	Woodstock	336181	875 Towne Lake Parkway	30188-	(770)928-2582	Awale Investments, Inc.
IA	Coralville	363858	3240 Redhawk Street	52241-	(319)359-1004	Eastern Iowa Food Service, L.L.C.
IA	Dubuque	351575	2660 Dodge Street	52003-	(563)556-1228	Eastern Iowa Food Service, L.L.C.
IL	Addison	336533	33 E Lake St	60101-2818	(630)279-7125	P K & G Investors Inc.
IL	Addison	336656	1750 West Lake St	60101-1172	(630)200-1755	Devlata Investors Inc.
IL	Alsip	340842	12150 S. Cicero Ave	60803-2945	(708)824-9744	Alsip Donuts, Inc.
IL	Arlington Heights	301361	1010 E Rand Rd	60004-4012	(847)577-0506	Anusha International, Inc.
IL	Arlington Heights	310168	105 W. Dundee Rd	60004-	(847)342-0406	105 Dundee Corporation
IL	Arlington Heights	341408	122 S Arlington Heights Rd	60005-	(847)483-9820	2nd Gen - DWTN AH, INC
IL	Aurora	306424	1255 N Farnsworth Ave	60505-2011	(630)898-7000	CHEHAR, CORP.
IL	Aurora	337268	1237 N Eola Rd	60504-9606	(630)375-0991	New Prakash, Inc.
IL	Aurora	342011	2380 South Eola Rd	60504-	(630)820-1869	PPP EOLA DONUTS INC.
IL	Barrington	364732	306 West Northwest Highway	60010-	(847)381-3808	BARRINGTON COFFEE LLC
IL	Bartlett	308537	751 S Route #59	60103-	(630)213-2340	Bartlett Donuts, Inc.
IL	Batavia	344422	2002 W Wilson St	60510-9482	(630)406-9170	HARI DONUTS BATAVIA, INC.
IL	Bellwood	304536	502 Mannheim Rd	60104-1866	(708)401-5601	V RUN BELLWOOD, INC.
IL	Berwyn	300561	6601 Cermak Rd	60402-2314	(708)749-0906	Unique Group, Inc.
IL	Berwyn	300606	7020 Ogden Ave	60402-3651	(708)795-5444	Royal Corporation
IL	Bloomington	336742	2306 East Oakland Ave	61701-5843	(309)662-2622	Peoria Bloomington Donuts, Inc.
IL	Blue Island	300676	2323 W. 127th St	60406-2108	(708)371-8558	Sarika, Inc.
IL	Bridgeview	355993	7949 W 79th St	60455-7300	(708)458-2143	SREC - BRIDGEVIEW INC.
IL	Broadview	343774	1940 Roosevelt Rd	60155-2926	(708)681-2420	Broadview Donuts and Coffee Inc
IL	Buffalo Grove	359380	1165 Mchenry Rd	60089-	(847)353-1363	Expansion 83 Inc.
IL	Burbank	339071	8049 S Harlem Ave	60459-1664	(708)430-4791	Nasa One, Inc.
IL	Calumet City	300734	664 River Oaks Dr	60409-5712	(708)253-8843	CALUMET TWO, INC.
IL	Canton	356396	59 W Locust St	61520-	(309)357-5198	CANTON DONUTS LLC
IL	Carol Stream	302635	880 West Army Trail Road	60188-	000-000-0000	Carol Stream Donuts, Inc.
IL	Carpentersville	337637	2270 Randall Rd	60110-3314	(847)844-3938	Jaffer Khowaja
IL	Champaign	336486	515 S. Neil St	61826-5219	(217)359-7005	OM SHREE KESHAV INC.
IL	Chicago	300566	1743 W. Lawrence Ave	60640-4403	000-000-0000	Royal Food, Inc.
IL	Chicago	300682	1755 W Addison St	60613-3539	(773)248-4777	Karam Foods, Inc.
IL	Chicago	300729	3132 W Devon Ave	60659-1427	(773)262-4561	INC.

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Chicago	300938	7171 W Irving Park Rd	60634-2225	(773)286-1668	Purohit Brothers Inc.
IL	Chicago	301124	4045 W Lawrence Ave	60630-2826	(773)427-9777	Gul Foods, Inc.
IL	Chicago	301316	5000 W. Irving Park Rd	60641-2610	(773)545-0515	Vishal, Inc.
IL	Chicago	301626	2337 N Cicero Ave	60639-3329	(773)237-1300	SHREE CICERO INC.
IL	Chicago	302513	3039 N. Central Ave	60634-5311	(773)777-4773	Territorial Corporation
IL	Chicago	302689	2801 S Kedzie Ave	60623-4712	(773)847-5930	Satelite Inc.
IL	Chicago	303383	6250 N Clark St	60660-1202	(773)338-2700	Naaz Foods, Inc.
IL	Chicago	304551	3000 N Ashland Ave	60657-3012	(773)929-6669	RMN Corp.
IL	Chicago	304641	3801 W. Belmont Ave	60618-5205	(773)539-1125	Dejurs Belmont Corporation
IL	Chicago	304662	4302 S Ashland Ave	60609-3139	(773)847-3337	SAII BABA ASHLAND INC.
IL	Chicago	304777	3310 W Addison St	60618-4304	(773)539-8114	De Jurs Enterprises, Inc.
IL	Chicago	304851	6925 S. Pulaski Rd	60629-4222	(773)585-5999	NRN 69 Pulaski Inc.
IL	Chicago	304908	6100 S. Western Ave	60636-2022	(773)776-3421	SHREEJI ASSOCIATES INC.
IL	Chicago	304935	6342 N Milwaukee Ave	60646-3728	(773)763-7181	Deluxe Foods Inc.
IL	Chicago	304950	3910 S Archer Ave	60632-1116	(773)410-4810	Gold, Inc.
IL	Chicago	306062	4701 S Kedzie Avenue	60632-	(773)254-3489	NRN I, Inc.
IL	Chicago	306753	5200 N Lincoln Ave	60625-2406	(773)784-5070	Amrit, Inc.
IL	Chicago	307504	3481 S. Dr Martin L King Jr Dr	60616-4108	(312)949-1111	Dhara I Corporation
IL	Chicago	307724	4867 N Milwaukee Ave	60630-2145	(773)202-0988	Veterans Square Donuts, Inc.
IL	Chicago	307992	31 E Adams St	60603-5603	(872)873-2925	Gold Coast Foods, Inc.
IL	Chicago	310285	1231 S Wabash Ave	60605-2412	(312)765-9952	Central Foods, Inc.
IL	Chicago	330136	6408 W. Irving Park Rd	60634-2459	(773)545-9875	2ND GEN - DUNNING INC.
IL	Chicago	330257	1441 W Montrose Ave	60613-1348	(773)348-4888	Aga Donuts, Inc.
IL	Chicago	331816	3427 W Diversey Ave	60647-1220	(773)252-5600	CHICAGO ANILA DONUTS, INC.
IL	Chicago	332397	4010 N. Western Ave.	60618-3727	(773)604-4433	Western Irving Food Corp.
IL	Chicago	332479	5650 W Fullerton Ave	60639-2352	(773)385-6564	Purodar Inc.
IL	Chicago	336005	5959 Diversey Ave	60639-1137	(773)745-0731	Shree Shiv Shakti, Inc.
IL	Chicago	336088	5615 S Harlem Ave	60638-	(773)586-6460	SURAMBALA CORP.
IL	Chicago	336172	7578 N Western Ave	60645-1511	(773)274-7800	Zuri, Inc.
IL	Chicago	336600	1651 W Roosevelt Rd	60608-1335	(312)563-1377	Roosevelt Eatery, LLC
IL	Chicago	336741	8753 S Stony Island Ave	60617-2709	(773)375-2426	Diya, Inc.
IL	Chicago	337399	2477 S Archer Ave	60616-1853	(312)225-3211	SHAUN ASSOCIATES INC.
IL	Chicago	337587	5050 N Cicero Ave	60630-2452	(773)481-1488	Purohit Brothers Inc.
IL	Chicago	337720	3977 W Columbus Ave	60652-3750	(773)581-6530	Thomas Management Associates, Inc.
IL	Chicago	338802	200 E Ohio St	60611-7270	(872)873-2922	Crystal Foods Inc.
IL	Chicago	339721	6001 West Addison Ave	60634-4210	(773)202-1915	KATE & MAJ INC.
IL	Chicago	339728	600 S. Wabash Ave	60605-1808	(872)873-2931	Moonstone Foods Enterprises, LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Chicago	340173	2640 N Narragansett Ave	60639-1089	(773)622-7591	Shree Dutt, Inc.
IL	Chicago	340379	4821 N. Kedzie Ave	60625-5206	(773)463-2691	Chung Jin Corp.
IL	Chicago	340404	2247 N. Milwaukee Ave	60647-4035	(773)235-1365	INC.
IL	Chicago	340873	7905 S Cicero	60652-1023	(773)585-2432	Kokila Corporation
IL	Chicago	341237	5050 W Grand Ave	60639-4415	(773)622-3373	Grand Donuts, Inc.
IL	Chicago	341285	4644 W Diversey	60639-1829	(773)202-1940	SHREE SHIV INC.
IL	Chicago	342164	901 W Washington Blvd	60607-2203	(312)850-3450	West Loop Donuts Inc.
IL	Chicago	342335	5205 N Nagle Avenue	60630-1818	(773)763-7160	Nagle Donuts Inc.
IL	Chicago	342748	4851 W Belmont Ave	60641-4330	(773)777-7589	4851 Belmont Donut Inc.
IL	Chicago	343082	5707 W North Ave	60639-4133	(773)622-5360	SHREE BKR, INC.
IL	Chicago	343093	3401 W. Peterson Ave	60659-3417	(773)267-6777	Peterson Foods, Inc.
IL	Chicago	343169	3347 W. North Ave	60647-4901	(773)486-7974	De Jurs Enterprises, Inc.
IL	Chicago	343864	5931 S. Kedzie Ave	60629-	(773)776-5900	NRN 59 Kedzie, Inc.
IL	Chicago	345349	5130 N Broadway St	60640-3004	(773)878-4623	HG FOSTER LLC
IL	Chicago	346737	500 W. Roosevelt Rd	60607-4926	(872)873-2921	Canal Foods, Inc.
IL	Chicago	347231	9100 S Commercial Ave	60617-4307	(773)221-3991	Gunatit, Inc.
IL	Chicago	349441	1418 E 53rd St	60615-4502	(773)966-6416	HYDEPARK TWO INC.
IL	Chicago	350101	1651 N Western Ave	60647-5321	(773)697-8582	Shimurima, Inc.
IL	Chicago	350197	448 E 87th St	60619-6052	(773)846-8400	EVA I INC
IL	Chicago	350881	5401 N Harlem Ave	60656-1820	(708)831-4209	HARLEM DONUTS, INC.
IL	Chicago	350908	1749 W 87th St	60620-	(773)233-8887	INC.
IL	Chicago	351268	7553 N Paulina St	60626-1692	(773)274-0204	Zuri, Inc.
IL	Chicago	351403	350 E 103rd St	60628-2857	(773)468-1407	DMM 103RD KING, LLC
IL	Chicago	352209	1400 E 47th St	60653-4520	(773)285-6636	Lake Park Two, Inc.
IL	Chicago	352463	11525 S Halsted St	60628-5217	(773)726-2538	DMM 115TH, LLC
IL	Chicago	355127	10351 S Torrence Ave	60617-	(773)633-1557	DIYA TORRENCE, LLC
IL	Chicago	357224	7450 S. Martin Luther King Dr.	60619-	000-000-0000	DIYA 75TH KING, LLC
IL	Chicago	358732	7013 S Stony Island Ave	60649-1905	(773)633-0849	DIYA STONY LLC
IL	Chicago	359369	11711 S Ave O	60617-	(773)437-4064	DIYA AVENUE O, LLC
IL	Chicago	359414	3501 Roosevelt Road	60624-	(773)405-6262	Bhakti Associates Inc
IL	Chicago	359561	2706 N Halsted St	60614-1414	(773)871-8646	Diversey D.B.T., Inc.
IL	Chicago	364102	2448 W 24th St	60608-3703	(872)444-8180	DIYA 24th WESTERN LLC
IL	Chicago	364245	Arrivals	60666-	(847)960-3493	K & K ASAF JV, LLC
IL	Chicago	365704	11201 S Corliss	60628-	(773)319-8616	Raishaan Pullman, LLC
IL	Chicago	365782	1300 North Ashland Avenue	60622-	(773)227-0890	Shimurima, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Chicago	343456	782 N Laramie Ave	60644-1225	(773)626-2343	DEJURAS LARAMIE GROUP CORP.
IL	Chicago Heights	302435	3225 Chicago Rd	60411-5420	(708)754-9774	Doloma, Inc.
IL	Chicago Ridge	358434	9680 S Ridgeland Ave	60415-2609	(630)841-4406	RIDGE COFFEE LLC
IL	Chillicothe	365277	701 North 4th Street	61523-	(309)332-0202	CHILLICOTHE DONUTS, INC.
IL	Cicero	301000	5600 W 16th St	60804-1850	(708)780-9330	Unique Group, Inc.
IL	Cicero	306625	2147 S Cicero Ave	60804-2526	(708)656-2090	CICERO 22ND DONUTS LLC
IL	Country Club Hills	339524	4021 W 183rd St	60478-5306	(708)206-1606	Country Club Donuts, Inc.
IL	Crest Hill	302581	1724 N Plainfield Rd	60435-	(815)741-4511	Mariyam II, Inc.
IL	Crestwood	338969	5443 W 127th St	60445-1122	(708)396-9701	Janki & Mamta Corp.
IL	Crystal Lake	344504	4817 Northwest Hwy	60014-7326	(815)477-4817	Star Coffee of Crystal Lake, LLC
IL	Deerfield	336980	499 Lake Cook Rd	60015-5202	(847)272-6100	DEERFIELD BREWS, INC.
IL	Dekalb	351290	1101 W Lincoln Hwy	60115-2901	(815)901-0484	HARI DONUTS DEKALB, INC.
IL	Des Plaines	340608	782 W Oakton	60018-1839	(847)290-0752	Oak-Elm Donuts, Inc.
IL	Des Plaines	341778	1552 Rand Rd	60016-3410	(847)635-3342	Des Plaines Donuts, Inc.
IL	Dolton	336988	1136 E. Sibley Blvd	60419-2828	(708)849-3991	Five Star Brothers Inc
IL	East Dundee	347245	892 S Main Street	60118-	000-000-0000	Mukhiji Inc.
IL	East Peoria	357392	303 S Main St	61611-2486	(309)966-3007	East Peoria Donuts Incorporated
IL	Elgin	331731	95 Clock Tower Plz	60120-7800	(847)454-3944	Shree Pandya Inc.
IL	Elgin	336502	1730 N. State St	60123-1483	(847)531-8700	Samir & Sunena, Inc.
IL	Elgin	336579	812 E Chicago St	60120-6819	(847)841-7411	Shree Ashok Inc.
IL	Elgin	356491	1169 Dundee Ave	60120-2264	(630)206-3936	Dundee Coffee Inc.
IL	Elgin	362796	351 S Randall Rd	60123-5526	(847)622-0100	Radhe Krishna, Inc.
IL	Elk Grove Village	353202	50 Biesterfield Rd	60007-3668	(847)437-1004	2ND GEN - BIESTERFIELD INC.
IL	Elmhurst	303395	936 N York Rd	60126-1111	(630)530-9292	Rozenan, Inc.
IL	Elmhurst	336501	506 W North Ave	60126-2103	(630)279-1933	AADINATHNAM CORP
IL	Elmwood Park	304907	7201 W Grand Ave	60707-2054	(708)452-0145	Shree Jalaram Grand Inc.
IL	Evanston	306178	2658 Green Bay Rd	60201-1422	(847)257-6326	Kardo 4, Inc.
IL	Evanston	338026	1900 Dempster St	60202-1061	(847)257-5454	Kardo 2, Inc.
IL	Evergreen Park	342523	9800 S Western Ave	60805-	(708)424-6666	Vinayak Donuts, Inc.
IL	Evergreen Park	362708	8736 S Kedzie Ave	60805-1024	(773)776-2263	DHRUVI ASSOCIATES INC.
IL	Fairview Heights	350036	6008 N Illinois St	62208-2713	(618)489-1026	OM SHREE BHOLENATH INC.
IL	Flossmoor	358907	3608 Vollmer Rd	60422-1287	000-000-0000	Padma, Inc.
IL	Forest Park	345698	7660 W Madison St	60130-1403	(708)488-9488	Shree Radhakrishna Inc.
IL	Franklin Park	336650	10131 W Grand Ave	60131-2548	(847)288-9261	Matru Krupa, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Galesburg	364125	955 North Henderson Street	61401-	(309)541-6000	GALESBURG DONUTS AND ICE CREAM, INC.
IL	Glen Ellyn	351253	651 Roosevelt Rd	60137-5818	(630)474-0463	2ND GEN - GLEN ELLYN INC.
IL	Glendale Heights	354633	2130 Bloomingdale Rd	60139-1852	(847)648-4941	ARMY TRAIL DONUTS, INC.
IL	Glenview	306011	1750 Milwaukee Ave	60025-1441	(847)390-0277	Fayyaz Enterprises Inc.
IL	Glenview	349945	1410 Waukegan Rd	60025-2172	(847)724-3200	Karim Inc. #6
IL	Grayslake	342052	817 E Belvidere Rd	60030-2581	(847)230-0313	MANISHA INC.
IL	Gurnee	337106	5414 Grand Ave	60031-	(847)249-9200	GURNEE COFFEE INC.
IL	Hanover Park	336862	7450 Barrington Rd	60133-2240	(630)540-1740	Barrington Donuts Inc.
IL	Harvey	339425	16242 S Halsted	60426-5916	(708)331-5801	Harvey Donuts, Inc.
IL	Hickory Hills	343084	7847 W. 95th St	60457-2330	(708)599-6500	Hickory Hills Donuts, Inc.
IL	Highland Park	306048	1990 Skokie Valley Rd	60035-2362	(847)432-9177	HIGHLAND PARK BREWS, INC.
IL	Hinsdale	306280	150 East Ogden Avenue	60521-	000-000-0000	Purity, Inc
IL	Hodgkins	310404	9400 Joliet Rd	60525-4156	(708)387-7108	Godly Inc.
IL	Hoffman Estates	363651	1305 Barrington Road	60169-	(224)329-5452	Hoffman Donuts, Inc.
IL	Homer Glen	339233	14135 S Bell Rd	60491-8464	(708)301-9588	INC.
IL	Homewood	301481	2353 183rd St	60430-3119	(708)922-1818	183 Donuts, Inc.
IL	Huntley	339870	12090 Princeton Dr	60142-7654	(847)669-9495	JJL Inc.
IL	Island Lake	340620	510 Auburn Drive	60042-9105	(847)665-8114	J & SP Food Inc.
IL	Joliet	304027	20 S Larkin Ave	60436-1292	(815)730-3777	Jay Varai, Inc.
IL	Joliet	336665	3011 Plainfield Rd	60432-	(815)609-5870	RKR Dreams, Inc.
IL	Joliet	341761	2959 W Jefferson St	60435-5235	(815)729-1940	Joliet Donuts, Inc.
IL	Lake Zurich	307271	485 South Rand Rd	60047-	(847)540-7776	A. Jay Bajrang, Inc.
IL	Lansing	336488	17733 Torrence Ave	60438-1834	(708)418-8701	3 RD Inc.
IL	Libertyville	342488	210 Peterson Rd	60048-	(847)680-8008	SHAN-ZEE'S INVESTMENT GROUP LLC
IL	Lincolnwood	338152	3946 W Devon Ave	60712-1043	(847)677-7077	National Foods, Inc.
IL	Lisle	336941	819 Ogden Ave	60532-1312	(708)253-8664	Lisle Two, Inc.
IL	Lyons	344408	8007 Ogden Ave	60534-1456	(708)442-8412	God Shiva Inc.
IL	Macomb	356796	820 W Jackson St	61455-2014	(309)421-0337	Peoria Macomb Donuts, Inc
IL	Mchenry	337724	4502 W Elm St	60050-4013	(815)363-1974	McHenry Donuts, Inc.
IL	Melrose Park	304977	912 Winston Plaza	60160-2209	(708)344-6807	Bhallas, Inc.
IL	Melrose Park	306474	2033 N. Mannheim Rd	60160-1000	(708)344-1390	Melrose Park Donut, Inc.
IL	Minooka	343190	106 N. Ridge Rd	60447-9867	(815)521-2911	Minooka Donuts Inc
IL	Mokena	338694	11212 W Lincoln Hwy	60448-8208	(815)806-8270	Mokena Donuts Inc
IL	Morton	355623	120 W Ashland St	61550-1424	(309)263-4635	Morton Donuts, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Mount Prospect	336528	1001 S Busse Rd	60056-4507	(847)690-0650	Hanuman Inc.
IL	Mount Prospect	337732	820 E Rand Rd	60056-2565	(847)394-8654	SHREE MT PROSPECT INC.
IL	Mundelein	301479	346 N Lake St	60060-2208	(847)961-4544	MUNDELEIN LAKE ST COFFEE INC.
IL	Mundelein	341432	722 S. Rt. 83	60060-	(847)796-8763	MUNDELEIN RT 83 COFFEE INC.
IL	Naperville	336346	1991 Brookdale Rd	60563-2077	(630)848-0030	New Praveg, Inc.
IL	Naperville	352059	702 S Washington St	60540-6653	(331)472-4495	Shivam Donuts, Inc.
IL	Naperville	352619	2880 95th St	60540-	(630)922-4432	Naperville Donuts, Inc.
IL	New Lenox	341527	970 Laraway Rd	60451-	(815)485-8270	New Lenox Donuts Inc
IL	Niles	306987	7525 N Harlem Ave	60714-3743	(847)410-7294	RS NILES INC.
IL	Niles	336529	7039 W Dempster St	60714-2130	(847)965-2100	Karim No. 3, Inc.
IL	Niles	362660	8584 W Dempster St	60714-1458	(847)768-1900	Baker's Donut Inc.
IL	North Aurora	336427	407 S. Lincolnway	60542-1707	(630)906-4040	Jay Maruti #3 Corporation
IL	North Chicago	306690	2829 22nd St	60064-	(847)620-2632	NORTH CHICAGO COFFEE INC.
IL	North Riverside	338463	7501 W Cermak Rd	60546-1438	(708)447-9023	Sanderimata, Inc.
IL	North Riverside	340344	8360 W Cermak Ave	60546-1425	(708)447-9201	North Riverside Donuts, Inc.
IL	Northlake	342243	148 W North Ave	60164-	(708)531-9006	PG & VE, Inc.
IL	Oak Forest	341762	4152 W 167th St	60452-	(708)331-9610	Oak Forest Donuts, Inc.
IL	Oak Forest	364365	15900 Cicero Ave	60452-	(773)263-6532	RAISHAAN OAK FOREST, LLC
IL	Oak Lawn	330663	8723 Ridgeland Ave	60453-1001	(708)598-7510	RIDGELAND DONUTS, INC.
IL	Oak Lawn	335722	10801 S Cicero Ave	60453-5403	(708)952-1080	Oaklawn Inc.
IL	Oak Lawn	357030	9500 S 50th Ct	60453-	(224)735-5554	Oaklawn Metra Donuts Inc.
IL	Oak Park	336492	6820 W. Roosevelt	60304-	(708)386-3322	Royal Corporation
IL	Oak Park	347869	217 W Madison St	60302-4107	(708)660-9379	Shree Madison Donuts, Inc.
IL	Oakbrook Terrace	301863	17521 Roosevelt Rd	60181-3527	(630)629-9026	2nd Gen - Oakbrook Terrace Inc.
IL	Orland Park	304500	14461 S La Grange Rd	60462-2505	(708)460-3088	ORLAND PARK FOODS LLC
IL	Orland Park	336659	8940 W 159th St	60462-5620	(708)590-6770	RAISHAAN ORLAND PARK, LLC
IL	Orland Park	339462	11309 W 143rd St	60467-1923	(708)364-7150	Orland Park Donuts, Inc.
IL	Ottawa	363385	2866 Columbus St	61350-	(815)434-0093	Ottawa Donuts, Inc.
IL	Palatine	336692	801 East Dundee Rd	60074-2854	(847)874-7015	Palatine Coffee Inc.
IL	Palos Heights	306016	12807 S Harlem Ave	60463-2132	(773)649-3784	RIYA GROUP CORP.
IL	Palos Hills	342436	10340 S Harlem Ave	60465-2036	(708)907-3622	Worth 2, Inc.
IL	Park Ridge	352190	742 W Higgins Rd	60068-5746	(847)823-4300	Karim #9, Inc.
IL	Peoria	303400	4525 N Sterling Ave	61615-3818	(309)682-0272	Express Donuts, Inc.
IL	Peoria	342731	1600 N. Knoxville Ave	61603-3024	(309)688-2021	1600 Donut, Inc.
IL	Peoria	353215	8209 N Knoxville Ave	61615-2137	(309)643-1779	PEORIA KNOXVILLE DONUTS, INC.
IL	Peoria	357948	5207 W War Memorial Dr	61615-9250	(309)731-4914	Peoria Grand Prairie, Inc.
IL	Plainfield	338604	13313 S State Route 59	60544-	(815)609-1940	OM Shree Neelkanth, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Posen	359059	2306 W 147th St	60469-	(708)357-8591	POSEN DONUTS INC.
IL	Quincy	356417	2602 Broadway St	62301-3637	(217)214-3865	Peoria Quincy Donuts, Inc
IL	Richton Park	306451	3937 Sauk Trl	60471-1339	(708)481-8080	Samorma, Inc.
IL	River Grove	308162	8257 W. Belmont Ave	60171-1044	000-000-0000	Shree Dutt Belmont Inc.
IL	Rock Falls	354795	1800 1st Ave	61071-3502	(708)263-9756	Rock Fall Donuts Two, Inc.
IL	Rolling Meadows	331730	3350 Kirchoff Rd.	60008-	(847)818-9675	Narima, Inc.
IL	Rolling Meadows	355784	1921 W Algonquin Rd	60008-4101	(847)670-0440	ROLLING MEADOWS DONUTS, INC.
IL	Romeoville	335426	649 N Independence Blvd	60446-1367	(815)293-2894	Romeoville Donuts, Inc.
IL	Round Lake	362749	751 North Fairfield Road	60073-	(847)242-8247	ROUND LAKE COFFEE, LLC
IL	Saint Charles	352499	2057 Lincoln Highway	60174-1580	(630)444-0828	ASHA DONUTS, INC.
IL	Saint Charles	353588	2701 E Main St	60174-2401	(331)901-5116	HARI DONUTS MAIN STREET, INC.
IL	Schaumburg	301476	893 E. Schaumburg Rd	60194-3654	(847)584-2562	Schaumburg Donuts, Inc.
IL	Schaumburg	336651	477 West Golf Rd	60194-	(847)839-0500	Arihantenam Corp.
IL	Schiller Park	342442	4740 N River Road	60176-	(847)671-9588	Matru Krupa 2, Inc.
IL	Shorewood	338740	955 Brook Forest Ave	60404-8839	(815)609-5570	OM Shreeji, Inc.
IL	Skokie	304563	5150 Touhy Ave	60077-3474	(847)982-0000	Karim, Inc. #2
IL	Skokie	352355	4445 Golf Rd	60076-	(847)675-7800	Karim #11, Inc.
IL	Skokie	363287	5252 Dempster Street	60077-	(847)470-7100	Lockwood Coffee Inc
IL	South Holland	331837	460 E. 162nd St	60473-2258	(708)407-0468	SOUTH HOLLAND TWO, INC.
IL	Streator	357815	2377 North Bloomington St	61364-1307	(773)956-3943	STREATOR TWO DONUTS INC.
IL	Third Lake	340378	34484 N Us Highway 45	60030-4042	(847)223-5353	Jay Maa, Inc.
IL	Tinley Park	344036	7086 W. 183rd St	60477-	(708)444-0800	Shacha Inc.
IL	Tinley Park	351650	9500 179th St	60487-9602	(708)429-9600	AMIKRU, INC.
IL	Troy	349817	809 Edwardsville Road	62294-	000-000-0000	TA Operating LLC
IL	Urbana	339235	404 W University Ave	61801-1644	(217)328-3513	OM SHRI SAI INC.
IL	Vernon Hills	306437	700 N Milwaukee Ave	60061-1593	(847)233-1141	VERNON HILLS COFFEE INC.
IL	Wauconda	338747	469 W Liberty St	60084-3465	(847)487-6880	Nilesh, Inc.
IL	Waukegan	302945	2900 Belvidere Rd	60085-	000-000-0000	BELVIDERE COFFEE INC.
IL	Waukegan	345798	1609 Grand Ave	60085-3605	(847)629-7528	GRAND AVE COFFEE INC.
IL	West Chicago	337460	185 W. North Ave	60185-6225	(630)562-9001	Jay Maruti Corporation
IL	West Chicago	343263	110 W Roosevelt Rd	60185-	000-000-0000	WC DONUTS AND COFFEE LLC
IL	Westmont	301852	19 W 63rd St	60559-2605	(630)271-8261	Unique Group, Inc.
IL	Westmont	353655	121 W Ogden Ave	60559-1303	(630)395-9698	Westmont Donut, Inc.
IL	Wood Dale	331015	516 W. Irving Park Rd	60191-	(630)521-1122	Jasmine Inc.
IL	Woodstock	340391	335 S. Eastwood Dr	60098-4626	(815)338-9499	K.M. Coffee Inc.
IL	Worth	300928	6707 W 111th St	60482-1911	(708)671-1870	Worth 1, Inc.
IL	Yorkville	300700	1604 N Bridge St	60560-1802	(630)553-2030	Jay Chehar Corporation



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Zion	337556	2101 Sheridan Rd	60099-2326	(847)665-8144	EAST ZION COFFEE INC.
IN	Bloomington	359688	300 S College Mall Rd	47401-6307	(812)822-0951	RAISHAAN BLOOMINGTON DONUTS, LLC
IN	Crown Point	336490	1126 N. Main St	46307-	(219)661-9441	Priya, Inc.
IN	Dyer	339087	1371 Joliet St	46311-2024	(219)322-6699	Sweet Treats, Inc.
IN	Evansville	357273	3960 N 1st Ave	47710-3612	(812)550-1500	MARUTI DONUTS 1 INC
IN	Fort Wayne	339980	6747 Jefferson Blvd	46804-6209	(260)432-8291	JEFFERSON ROAD DONUTS INC
IN	Gary	301635	6060 W Ridge Rd	46408-1701	(219)972-3942	Griffith Donut, Inc.
IN	Hammond	310448	4614 Calumet Ave	46327-1608	(219)931-5060	Northwest Indiana Donuts, Inc.
IN	Hammond	339793	7306 Calumet Ave	46324-2620	(219)933-0853	HAMMOND DONUTS INC
IN	Hammond	354825	7410 Kennedy Ave	46323-2649	(219)803-6461	BOUCHER INC.
IN	Highland	304650	9228 Indianapolis Blvd	46322-2558	(219)838-2350	Urat, Inc.
IN	Hobart	336784	1621 East 37th Ave	46342-2581	(219)947-7670	Hobart Donuts, Inc.
IN	Hobart	363285	1475 South Lake Park Avenue	46342-	(219)945-9600	HOBART LAKE PARK DONUTS, INC.
IN	Lowell	362863	1660 East Commercial Avenue	46356-	(219)695-0287	LOWELL DONUTS, INC.
IN	Merrillville	301651	5775 S Broadway	46410-2636	(219)887-4710	Broadway Donut Inc.
IN	Merrillville	339801	2050 W. 81st Ave	46410-5337	(219)736-6800	Krishna Aum Shiv Incorporated
IN	Merrillville	365414	2018 Southlake Mall	46410-	(708)743-5615	Southlake Coffee LLC
IN	Michigan City	346517	5234 Franklin St	46360-7372	(219)879-2922	Michigan City Donuts, Inc.
IN	Munster	341449	8235 Calumet Ave	46321-1703	(219)836-8525	Balagi, Inc.
IN	Portage	345683	6550 U.S. Highway 6	46368-5147	(219)763-4400	Route 6 Donuts, Inc.
IN	Schererville	336487	1695 U.S. Route 41	46375-	(219)865-5102	Aumshiv, Inc.
IN	Valparaiso	301633	3310 Calumet Ave	46383-2644	(219)465-0440	VCAL Donuts, Inc.
IN	Valparaiso	307466	1651 Morthland Dr	46385-5446	(219)531-6363	Valpo30 Donuts, Inc.
IN	Whiting	300415	1531 Indianapolis Blvd	46394-1134	(219)659-0232	Indianapolis Donut, Inc.
KS	Fort Riley	359485	5917 Ashby Ave	66442-	(785)209-3558	CHC MGMT LLC
KS	Hutchinson	362802	1533 E 17th Ave.	67501-	(620)860-0166	PAK MANAGEMENT OF KANSAS INC.
KY	Crescent Springs	306066	2410 High St	41017-1448	(859)331-4202	CRESCENT SPRINGS ROD, LLC
KY	Fort Knox	358772	2013 Eisenhower Ave	40121-7197	000-000-0000	CHC MGMT LLC
KY	Hopkinsville	358226	2525 Fort Campbell Blvd	42240-4688	(270)632-1071	CBG HOPKINSVILLE LLC
KY	London	355956	1653 Highway 192 W	40741-	(606)260-8475	Wild Buck Donuts 2, LLC
LA	Fort Polk South	363403	7323 Utah Avenue	71459-	(337)404-6210	CHC MGMT LLC
LA	La Place	352056	1334 W Airline Hwy	70068-	(985)359-9244	OM LAPLACE DONUTS LLC
LA	Lake Charles	357916	4301 Nelson Rd	70605-4119	(337)564-6309	SWLA DELIGHTS, L.L.C.
LA	Metairie	351729	4300 Veterans Memorial Blvd	70006-5422	(504)252-9565	SRI SAI DONUTS, L.L.C.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
LA	Sulphur	357915	228 S Cities Service Highway	70663-6404	(337)287-4366	SWLA DELIGHTS, L.L.C.
LA	Sulphur	363619	2700 Ruth Street	70665-	(337)888-1087	SWLA DELIGHTS, L.L.C.
LA	Westlake	364180	100 Westlake Avenue	70669-	(337)430-2432	L.L.C.
MA	Foxboro	340429	127 Main St.	02035-1859	(508)543-5460	FT Donuts, Inc.
MA	Lexington	337973	10 Woburn St	02420-3814	(781)652-8558	Allco II, Inc.
MA	Norfolk	301868	134 Main St	02056-1417	(508)528-8853	Norfolk Donuts, Inc.
MD	Accokeek	340171	15793 Livingston Rd	20607-3315	(301)292-3339	BMD Accokeek LLC
MD	Annapolis	347679	1342 Cape Saint Claire Rd	21409-5216	(410)349-0070	Nistazos and Sons, Inc.
MD	Aspen Hill	335440	13810 Connecticut Ave	20906-2917	(301)438-2650	A & L Donuts, Inc.
MD	Baltimore	342562	5800 Reisterstown Rd	21215-	(410)358-3404	Karma Donuts, LLC
MD	Baltimore	342589	3600 Boston St	21224-	(410)276-0644	Nistazos and Sons, Inc.
MD	Baltimore	342998	7529 Belair Rd	21236-4102	(410)929-8113	Umiya Donuts Inc
MD	Baltimore	363714	6223 North Charles Street	21212-	(410)929-8789	GN ROLAND, LLC
MD	Bel Air	330139	18a Bel Air South Parkway	21015-6038	(410)569-4205	Narayan Donuts Inc.
MD	Berlin	342993	11001 Manklin Creek Rd	21811-4011	(410)208-3609	Ocean City Donut Shops, Inc.
MD	Bethesda	351841	4905 Cordell Ave	20814-2509	(301)652-7656	LUIS GROUP FIVE, LLC
MD	Bowie	344460	6101 Highbridge Rd	20720-5216	(301)262-8239	BOWIE COFFEE LLC
MD	Bowie	352490	15231 Hall Rd	20721-	(240)206-8363	GN STATION, LLC
MD	Bowie	356537	6868b Race Track Rd	20715-3011	(240)260-3050	GN Hill, LLC
MD	Brunswick	357109	1194 Dutchmans Creek Dr	21716-9786	(301)969-0014	UPCOUNTY FREDERICK DONUTS LLC
MD	Burtonsville	349041	15640 Old Columbia Pike	20866-1634	(301)476-7305	Shree Nathji Corporation
MD	Capitol Heights	358833	8909 Central Ave	20743-3804	(301)324-3078	GN NISH, LLC
MD	Catonsville	300553	580 Frederick Rd	21228-4623	(410)788-7001	Nanduba, Inc.
MD	Clarksville	339785	12210 Clarksville Pike	21029-1532	(443)535-0600	Harshidh Donuts, Inc.
MD	Cockeysville	351858	11121 York Rd	21030-2006	(443)281-8439	APNA DONUTS LLC
MD	College Park	310192	9701 Baltimore Ave	20740-	(301)220-0347	DMD BALTIMORE-9701, LLC
MD	Columbia	362437	9200 Old Annapolis Rd	21045-1846	(410)740-6661	Maniba Corporation
MD	Crofton	306186	1200 Route 3	21114-2111	(410)721-4750	PDP Corporation
MD	Damascus	349916	9803 Main St	20872-2015	(301)355-9694	Damascus Donuts, Inc.
MD	Easton	303446	8461 Ocean Gtwy	21601-7151	(410)820-8300	Easton Donut Shop, Inc.
MD	Elkridge	301779	6305 Washington Blvd	21075-5451	(410)379-5338	Shriji Corporation
MD	Ellicott City	343691	9469 Baltimore National Pk	21042-	(410)203-1777	Krishna Donuts, Inc.
MD	Forest Hill	352331	35 Osborne Pkwy	21050-	(410)929-9177	BHAKTINANDAN DONUTS INC.
MD	Frederick	345177	8925 Fingerboard Rd	21704-	(301)810-5103	GN Fingerboard, LLC
MD	Frederick	353305	4969 Westview Dr	21703-7370	(240)815-5960	Upcounty Thurmont Donuts LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MD	Gaithersburg	330620	12168 Darnestown Rd	20878-2206	(301)947-3496	DMD Darnestown-12168, LLC
MD	Gaithersburg	351305	18558 Woodfield Rd	20879-4709	(240)631-2222	LUIS GROUP FOUR, LLC
MD	Gaithersburg	363596	16268 Frederick Road	20877-	(301)990-9499	DMD Frederick-16268, LLC
MD	Germantown	341327	12915 Wisteria Dr	20874-2620	(301)528-6250	DMD Wisteria-12915, LLC
MD	Germantown	357488	18006 Mateny Rd	20874-2112	(301)515-0737	LUIS GROUP SEVENTEEN, LLC
MD	Glen Burnie	300595	7152 Ritchie Hwy	21061-2904	(410)761-3995	Rupani Corporation
MD	Glen Burnie	340477	7061 Baltimore Annapolis Blvd	21061-1431	(410)691-0215	Ragu Ram, Inc.
MD	Glen Burnie	349240	Bwi Airport	21061-8205	000-000-0000	The Grove, Inc.
MD	Gwynn Oak	338256	6929 Liberty Rd	21207-5849	(410)701-0510	GN GWYNN OAK, LLC
MD	Hagerstown	338941	1427 Dual Highway	21740-6515	(240)513-6120	Nistha, LLC
MD	Hagerstown	343091	13108 Pennsylvania Ave	21742-2741	(301)665-3762	LAABH Incorporated
MD	Hagerstown	356768	10319 Sharpsburg Pike	21740-	(240)850-3015	SHIV HAGERSTOWN, LLC
MD	Hanover	351503	2733 Annapolis Rd	21076-1209	(443)661-4645	RADHA RANI CORPORATION
MD	Hanover	352491	7657 Arundel Mills Blvd	21076-1305	(410)799-5100	SAT GURU DONUTS LLC
MD	Hyattsville	302506	2057 University Blvd E	20783-	(301)434-6196	Savi Group, Inc.
MD	Jessup	342224	7916 Dorsey Run Road	20794-	(410)799-7570	Nanduba, Inc.
MD	Jessup	349129	8600 Washington Blvd	20794-9660	(301)875-4732	Preeti Corporation
MD	Laurel	302911	14903 Baltimore Ave	20707-4820	(301)617-4965	DMD BALTIMORE-14903, LLC
MD	Lusby	343292	174 Village Center Dr	20657-	(410)326-9196	NKJ Lusby Donuts, LLC
MD	Middletown	354268	200 Middletown Pkwy	21769-	(240)490-8681	Upcounty Thurmont Donuts LLC
MD	Millersville	340524	8564 Veterans Hwy	21108-2569	(410)729-4130	Annapolis Donut Shops, Inc.
MD	Mitchellville	355551	12172 Central Ave	20721-1900	(301)249-4100	GN PLAZA, LLC
MD	Mount Airy	348786	1401 S Main St	21771-5327	(301)829-9005	Mt. Airy Donuts, Inc.
MD	New Market	340769	11715 Old National Pike	21774-6111	(301)865-1509	GN New Market, LLC
MD	Ocean City	304962	11901 Coastal Hwy	21842-2405	(410)524-0346	Ocean City Donut Shops, Inc.
MD	Ocean City	352713	405 N Boardwalk	21842-4165	(410)289-2081	Ocean City Donut Shops, Inc.
MD	Odenton	339568	1614 Annapolis Rd	21113-1002	(410)674-3800	Shriji Corporation
MD	Odenton	340682	8743 Piney Orchard Pkwy	21113-2245	(410)695-2223	Shriji Corporation
MD	Owings Mills	340596	9419 Common Brook Dr	21117-	(410)356-9922	RAJ & KK, L.L.C.
MD	Owings Mills	341430	10902 Boulevard Circle	21117-	(410)363-9893	SGP, LLC
MD	Pasadena	340523	350 Mountain Rd	21122-1197	(410)255-4680	Annapolis Donut Shops, Inc.
MD	Pocomoke City	344327	223 Pocomoke Marketplace	21851-	(443)345-1435	Salisbury Donut Shops, Inc.
MD	Poolesville	357487	19706 Fisher Ave	20837-	(301)407-9139	Luis Group Eighteen, LLC
MD	Reisterstown	340804	48 Main St	21136-1210	(410)833-0411	SGP, LLC
MD	Riverdale Park	355137	5603 Riverdale Rd	20737-	(301)732-2561	CBG Riverdale, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MD	Salisbury	351789	109a Hampshire Road	21801-	(410)630-8180	Salisbury Donut Shops, Inc.
MD	Scaggsville	341097	8305 Ice Crystal Dr	20723-1002	(301)498-3250	Durga Donuts, Inc.
MD	Severna Park	304201	604 Ritchie Hwy	21146-3919	(240)856-9841	Shree Radhe Corporation
MD	Silver Spring	330619	12200 Veirs Mill Road	20906-	000-000-0000	A & L Donuts, Inc.
MD	Silver Spring	359462	11140 New Hampshire Ave	20904-2604	(301)593-1045	White Oak Donuts, LLC
MD	Silver Spring	363120	115 University Boulevard West	20901-	(301)681-2903	Four Corners Donuts, LLC
MD	Silver Spring	364979	12106 Georgia Avenue	20902-	(301)933-3890	Glenmont Donuts, LLC
MD	Suitland	303444	4767 Allentown Rd	20746-3932	(301)568-9872	Ashapura, Inc.
MD	Takoma Park	343128	6851 New Hampshire Avenue	20912-	(301)270-2445	SV Donuts One, LLC
MD	Waldorf	310326	3510 Crain Hwy	20603-4860	(301)645-9303	Gayatry, Inc.
MD	Woodlawn	340242	6900 Dogwood Rd	21244-	(410)277-0995	DAHI DONUTS, LLC
MI	Benton Harbor	362746	2680 Michigan 139	49022-	(269)605-4454	INC.
MI	Brighton	349005	8281 Grand River Rd	48114-9412	(810)229-5330	Brighton-Hilton, LLC
MI	Brownstown	331348	21980 Sibley Rd	48192-8432	(734)281-8952	Atty Seventy Five, LLC
MI	Canton	306041	41511 Ford Rd	48188-	(734)844-1589	OM CANTON DONUTS INC
MI	Chesterfield	358610	46895 Gratiot Avenue	48051-2807	(586)940-0149	KARDO 22 INC.
MI	Dearborn	340300	24235 Michigan Ave	48124-1801	(313)400-2287	KARDO 9 LLC
MI	Dearborn	359386	12951 Michigan Ave	48126-	(313)406-5384	AVE CAFE, LLC
MI	Detroit	306020	14900 E 8 Mile Rd	48205-1236	(313)521-8196	DIYA, 8 MILE LLC
MI	Farmington Hills	304461	27919 Grand River Ave	48336-5918	(248)427-0264	OM FARMINGTON HILLS DONUTS INC
MI	Ferndale	306487	22451 Woodward Ave	48220-1818	(248)914-4313	KARDO 18 LLC
MI	Flat Rock	359482	27050 Telegraph Road	48134-	(734)789-7017	FLAT ROCK DONUTS INC.
MI	Hartland	355043	11055 Highland Rd	48353-2703	(810)991-0004	Lekander-Trombo, LLC
MI	Houghton	364555	501 Memorial Drive	49931-	(906)299-4890	DAIRYLAND OPERATIONS, LLC
MI	Howell	339641	763 S. Michigan Ave	48843-2218	(517)546-3100	Lekander-Trombo, LLC
MI	Keego Harbor	356372	2907 Orchard Lake Rd	48320-1458	(248)977-1785	OM Keego Harbor Donuts, Inc.
MI	Lake Orion	349387	378 S Broadway St	48362-2741	(248)693-7855	KCD Development, L.L.C.
MI	Lincoln Park	360456	4005 Dix Hwy	48146-3934	(313)588-0497	KARDO 11 LLC
MI	Madison Heights	300712	28875 Dequindre Rd	48071-3057	(248)915-5539	KARDO 15 LLC
MI	Monroe	354606	1520 N Telegraph Rd	48162-3342	(734)206-1945	DIYA, MONROE LLC
MI	New Baltimore	364253	37030 Green Street	48047-	(586)220-1530	Baltimore Donuts Inc
MI	Niles	363257	1005 South 11th Street	49120-	(269)479-0555	Niles Michigan Donuts, Inc.
MI	Novi	304009	39415 W 10 Mile Rd	48375-2910	(248)426-9348	OM NOVI DONUTS INC
MI	Oak Park	300653	25170 Greenfield Rd	48237-1442	(248)967-6288	OM OAK PARK DONUTS INC
MI	Pontiac	337273	600 S Opdyke Rd	48341-	(248)758-1900	OM PONTIAC DONUTS LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MI	Redford	337855	9406 Telegraph Rd	48239-1261	(313)539-4910	OM REDFORD DONUTS INC.
MI	Royal Oak	340661	1700 W 14 Mile Rd	48073-1729	(248)838-8221	KARDO 20 LLC
MI	Saint Joseph	301485	2731 Niles Ave	49085-2444	(269)983-7909	ST JOSEPH DONUTS, INC.
MI	Southfield	300702	24740 Telegraph Rd	48034-3016	(248)352-8447	OM SOUTHFIELD DONUTS INC
MI	Southfield	339503	23113 Greenfield Rd	48075-3763	(248)234-8525	OM GREENFIELD DONUTS INC
MI	Southfield	354602	28777 Northwestern Highway	48034-1819	(248)492-2601	SOUTHFIELD DONUTS INC
MI	Southgate	362656	14791 Eureka Rd	48195-2001	(734)767-6745	SOUTHGATE G DONUTS LLC
MI	Sterling Heights	336555	44603 Mound Rd	48314-1321	(586)223-6654	KARDO 14 LLC
MI	Taylor	301487	11111 Telegraph Rd	48180-6813	(734)626-5580	KARDO 13 LLC
MI	Warren	353401	5847 13 Mile Rd	48092-1512	(586)275-2807	13 MILE DONUT INC
MI	Waterford	349468	4399 Highland Rd	48328-2141	(248)681-7000	Waterford Donuts, Inc.
MI	Westland	300569	34417 Ford Rd	48185-3007	(734)578-0016	Manikrupa Corporation
MI	Wixom	336551	28040 S Wixom Rd	48393-3404	(248)449-8815	OM WIXOM DONUTS INC
MI	Woodhaven	301888	20050 West Road	48183-	000-000-0000	DIYA, WOODHAVEN LLC
MN	Apple Valley	363352	7668 150th St W	55124-7888	(952)255-8275	Pennock-DB7 LLC
MN	Bemidji	359498	100 Paul Bunyan Dr S	56601-3236	(218)398-2282	DAIRYLAND OPERATIONS, LLC
MN	Cottage Grove	363364	7584 80th Street South	55016-	(651)478-4381	Grove-DB8, LLC
MN	Eagan	356642	1420 Yankee Doodle Rd	55121-1893	(651)478-4795	Eliasco LLC
MN	Eagan	359700	2105 Cliff Rd	55122-4024	(651)493-8049	Eliasco 6 Cliff, LLC
MN	Grand Rapids	365341	1250 South Pokegama Avenue	55744-	(218)793-3425	DAIRYLAND OPERATIONS, LLC
MN	International Falls	363260	1632 2nd Avenue	56649-3449	(218)403-0552	DAIRYLAND OPERATIONS, LLC
MN	Lakeville	358888	16179 Kenrick Ave	55044-5428	(952)378-4332	Eliasco 5 Lakeville, LLC
MN	Owatonna	365644	670 West Bridge Street	55060-	000-000-0000	Bridge DB-9, LLC
MN	West Saint Paul	356643	1224 Robert St S	55118-2307	(651)207-5593	Eliasco LLC
MN	Woodbury	358873	6671 Valley Creek Rd	55125-	(651)348-2369	Eliasco 4 Woodbury, LLC
MO	Arnold	351388	900 Jeffco Blvd	63010-1426	(636)287-3856	Om Arnold Donuts Inc
MO	Branson	355752	1305 W Highway 76	65616-3309	(417)942-1163	Bapa W. Highway 76 MO LLC
MO	Bridgeton	355426	12121 Saint Charles Rock Rd	63044-2602	(314)455-4400	Om Shree Narayana Inc.
MO	Cameron	336989	1518 Bob F Griffin Road	64429-	(816)632-3415	Nam-Ho Development LLC
MO	Columbia	353804	3100 S Providence Rd	65203-3607	(573)514-7020	Bapa Columbia Inc
MO	Columbia	357163	3075 Range Line St	65202-	(573)607-3865	Bapa Range Line Inc
MO	Newburg	363074	90 Truman St	65550-9310	(573)762-3111	Stuckeys Doolittle LLC
MO	O Fallon	354444	4009 Highway K	63368-8136	(636)244-0825	Om Shree Hanuman Inc.
MO	Overland	357164	10250 Page Ave	63114-	(314)731-6071	OM SHREE GOVINDA INC
MO	Republic	359024	756 Us Highway 60 E	65738-1524	(417)732-2922	Bapa Republic LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MO	Springfield	362959	1614 S Glenstone Ave	65804-1506	(417)942-2998	Bapa Glenstone Inc
MS	Robinsonville	363450	711 Lucky Ln	38664-9141	(662)363-5825	The Hospitality Group Inc.
NC	Albemarle	351484	716 Nc 24/27 Byp E	28001-5348	(704)986-4608	TASTY DELITES OF NC, LLC
NC	Apex	344467	800 Perry Road	27502-	(919)303-5800	800 Apex Raleigh, LLC
NC	Cameron	356804	1490 Nc 24-87	28326-6751	(910)984-2026	CUMBERLAND DONUTS LLC
NC	Camp Lejeune	344367	1238 Birch St	28547-2539	(910)451-2599	C L Donut LLC
NC	Cary	342104	2740 Nc Hwy 55	27519-6209	(919)303-4334	HWY 55 CARY RALEIGH, LLC
NC	Charlotte	337709	9033 S Tryon St	28273-3310	(704)583-0411	SOUTH TRYON & SANDY PORTER CLT, LLC
NC	Charlotte	340674	5029 Beatties Ford Rd	28216-2850	(704)394-2828	Four Point Ventures BFR, LLC
NC	Charlotte	342298	6763 Albemarle Rd	28212-3855	(704)569-1051	Albemarle Rd CLT, LLC
NC	Charlotte	344919	16131 Lancaster Hwy	28277-	(704)542-2998	BALLANTYNE DONUTS LLC
NC	Charlotte	345098	3014 Driwood Ct	28269-	(704)717-7300	NCDonut-Mallard, LLC
NC	Charlotte	356833	4920 Old Sardis Rd	28211-	(704)650-0077	TASTY DELITES OF NC, LLC
NC	Clayton	340396	770 Enterprise Drive	27520-5589	(919)359-8464	Clayton Raleigh, LLC
NC	Clinton	358157	925 Sunset Ave	28328-3815	(910)631-1010	SHREEJI DONUTS, INC.
NC	Cornelius	353742	19921 Zion Ave	28031-	(980)231-5764	NCDonut-Antiquity, LLC
NC	Durham	345913	2608 Erwin Rd	27705-4596	(919)309-0000	Erwin Rd Durham Raleigh, LLC
NC	Fayetteville	340853	3411 Ramsey St	28311-7643	(910)252-9476	BRAGG DONUTS LLC
NC	Fayetteville	359563	9566 Cliffdale Rd	28304-1102	(910)900-5486	CUMBERLAND DONUTS LLC
NC	Fuquay Varina	341488	1450 N Main Street	27526-8901	(919)577-1150	1450 Fuquay Raleigh, LLC
NC	Gastonia	342494	2302 S New Hope Rd	28054-6508	(704)396-6312	TASTY DELITES OF NC, LLC
NC	Goldsboro	363518	2345 U.S. 117	27530-	(919)947-0200	GOLDSBORO, LLC
NC	Havelock	330299	113 E Main St	28532-2217	(252)444-3030	Havelock Donut LLC
NC	High Point	340985	274 Eastchester Drive	27262-	(336)781-4555	TRIAD DONUTS LLC
NC	Huntersville	341313	10310 Wilmington St	28078-	(704)948-5454	NCDonut-Gilead, LLC
NC	Indian Trail	337413	14055 Hwy 74 West	28079-9674	(704)882-3858	TASTY DELITES OF NC, LLC
NC	Jacksonville	307528	433a Western Blvd	28546-	000-000-0000	Krish Retail, LLC
NC	Knightdale	331785	7137 Us Hwy 64 East	27545-	(984)344-4276	Coastal Raleigh Investments, LLC
NC	Laurinburg	359413	1201 S Main St	28352-5029	(910)501-3053	SHREEJI DONUTS II, INC.
NC	Matthews	345190	3114 Fincher Farm Rd	28105-5462	(704)708-9547	TASTY DELITES OF NC, LLC
NC	Mint Hill	341637	7001 Matthews Mint Hill Rd	28227-7591	(704)545-7480	Mint Hill Property, LLC
NC	Mooreville	342371	651 River Hwy	28117-9055	(704)664-1220	Four Point Ventures MOR, LLC
NC	Morehead City	330489	2908 Arendell St	28557-3318	(252)247-4888	Morehead Donuts, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NC	Morrisville	344346	3570 Davis Dr	27560-8819	(984)344-4330	Coastal Raleigh Investments, LLC
NC	Pembroke	364143	807 West 3rd Street	28372-	(910)775-9098	Shreeji Donuts of Pembroke, LLC
NC	Raleigh	334786	5265 Six Forks Rd	27609-	(984)344-4317	Coastal Raleigh Investments, LLC
NC	Raleigh	349131	8401 Capital Blvd	27616-3149	(919)521-4960	Capital Blvd Raleigh, LLC
NC	Statesville	336996	241 Turnersburg Hwy	28625-2797	(704)838-1004	Four Point Ventures Statesville, LLC
NC	Tarboro	365111	1402 Western Boulevard	27886-	(252)774-9400	SHREEJI DONUTS OF TARBORO LLC
NC	Troutman	357532	1007 Charlotte Highway	28166-	(704)980-0045	FPV TRT LLC
NC	Wadesboro	363232	1109 East Caswell Street	28170-	(704)465-2298	SHREEJI DONUTS V LLC
NC	Wallace	365447	5639 Nc 41 Hwy Unit 100	28466-	(910)665-1080	Shreeji Donuts of Wallace, LLC
NC	Whiteville	363154	1006 Smyrna Drive	28472-	(910)207-6027	SHREEJI DONUTS III LLC
NC	Winston Salem	341210	2561 Peters Creek Pkwy	27127-5657	(336)784-0266	JAS Inc.
NE	Omaha	357967	10177 S 168th Ave	68136-4243	(531)444-4355	S 168TH AVENUE DONUTS INC.
NE	Sidney	363415	500 Glover Road	69162-	(308)203-1106	NARMADE INC
NJ	Bayonne	339005	171 Lefante Way	07002-	(201)437-8080	Kishan Donut 3 LLC
NJ	Bayonne	341317	4 North St	07002-1241	(201)437-1248	Kishan Donut #2, L.L.C.
NJ	Bergenfield	300781	275 South Washington Ave	7621-	000-000-0000	Triple J. Family, Inc.
NJ	Bernardsville	357057	108 Morristown Rd	07924-2339	(908)502-5211	Java Bernardsville, LLC
NJ	Bound Brook	341412	109 E Main St	08805-2027	(732)302-9022	Superm, Inc.
NJ	Clifton	354840	405 Piaget Ave	07011-	(973)615-5525	405 CLIFTON, INC.
NJ	Clinton	339953	186 Center St.	08809-1385	(908)713-1212	Clinton Donuts Inc
NJ	Closter	300623	278 Closter Dock Rd	07624-2615	(201)784-9861	Erica Donuts II, Inc.
NJ	East Brunswick	338606	680 Rte 18 N	08816-3722	(732)254-5433	Bentley Donuts, Inc.
NJ	Elizabeth	341362	460 Elizabeth Ave	07206-1103	(908)351-1192	Shree Ganesh Donuts Inc.
NJ	Elmwood Park	338615	210 Us-46	07407-	(201)791-4880	Access Elmwood Park, LLC
NJ	Elmwood Park	352033	527 River Dr	07407-1527	(201)791-3113	A&A DONUTS LLC
NJ	Englewood	350679	489 Grand Ave	07631-4906	(201)227-1900	Englewood Grand LLC
NJ	Englishtown	339297	14 Wilson Ave	07726-	(732)446-3217	ENGLISHTOWN COFFEE LLC
NJ	Fairfield	336771	378 Passiac Ave	07004-2006	(973)276-7966	Conpark, Inc.
NJ	Florham Park	340818	176 Columbia Turnpike	07932-1366	(973)822-0404	Jaianuj, LLC
NJ	Fort Lee	336078	1430 Route 46 East	07024-2118	(201)606-0941	BMD Fort Lee LLC
NJ	Franklin Lakes	355246	794 Franklin Ave	07417-1379	(201)891-6545	CHUNKY TOO DONUTS, LLC
NJ	Glen Rock	340311	886 Prospect St	07452-3727	(201)612-9090	Prospect Donuts, LLC
NJ	Haskell	337102	1353 Ringwood Ave	07420-1557	000-000-0000	BMD Wanaque LLC
NJ	Highland Park	340935	55 Raritan Ave	08904-2427	(732)828-5485	Madrash Corp.
NJ	Iselin	304358	Us Highway 1 & Green St	08830-	(732)855-1420	A & T Donut, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NJ	Jersey City	330060	40 Journal Sq	07306-4009	(551)325-6200	Clearwater Foods Inc
NJ	Kinnelon	340000	1161 State Rt 23	07405-	(973)333-1380	BMD Kinnelon LLC
NJ	Lakewood	337382	1500 Ocean Avenue	08701-4511	(732)942-6188	Rampson Foods, Inc.
NJ	Lawrenceville	340449	4110 Quakerbridge Rd Bldg A	08648-4702	(609)716-6001	BAV Enterprises, Inc.
NJ	Leonia	342105	353 Broad Ave	07605-1721	(201)592-6645	Leonia Management, LLC
NJ	Little Ferry	331947	250 Bergen Tpke	07643-1104	(201)373-0373	Fejagee, Inc.
NJ	Lodi	300493	380 Essex St	07644-	(201)845-5933	Sikand 380 Limited Liability Company
NJ	Long Valley	342284	62 East Mill Rd	07853-	(908)876-3093	ANS Valley Treats, LLC
NJ	Mahwah	332375	1001 Macarthur Blvd	07430-	(201)236-8099	ABDD LLC
NJ	Manahawkin	338277	601 Washington Ave	08050-2803	(609)489-0008	MANAHAWKIN BAKERY LLC
NJ	New Milford	340433	754 River Rd	07646-3032	(201)261-2173	G-FLORES INC
NJ	Newark	337327	596 Market St	07105-2912	(973)274-1500	KK MARKET ST LLC
NJ	Newark	337338	802 S Orange Ave	07106-2007	(973)416-1800	BMD NEWARK LLC
NJ	North Brunswick	337719	1345 Rte 1	08902-2001	(732)418-9520	Brunswick Coffee, Inc.
NJ	Old Bridge	337564	1076 Route 9	08857-2837	(732)553-0375	Sokol Donuts Incorporated
NJ	Paramus	331180	494 N State Rt 17	07652-3004	(551)340-5669	BMD Paramus North LLC
NJ	Paramus	338873	440-A Forest Ave	07652-4704	(201)599-0666	RS PARAMUS DONUTS LLC
NJ	Park Ridge	341058	184 Kinderkamack Rd Unit D	07656-	(201)391-9616	Heavenlea Donuts, Inc.
NJ	Paterson	335170	1212 Madison Avenue	07503-	(973)523-4200	Shiv Donuts Inc.
NJ	Piscataway	335188	1254 Stelton Rd	08854-5282	(732)777-9550	SAMP1993, LLC
NJ	Plainfield	342340	215 West Front Street	07060-	(908)757-7773	Yummy Treats, Inc.
NJ	Ridgefield Park	342089	209 Main St	07660-1620	(201)440-1430	Sikand 209 Limited Liability Company
NJ	Somerville	342415	19 West Main Street	08876-	(908)685-9115	Keshav Inc.
NJ	Springfield	339029	633 Morris Tpke	07081-1511	(973)379-5551	NS3 Management LLC
NJ	Teaneck	342028	332 Cedar Ln	07666-3418	(201)523-6804	CEDAR LANE DONUTS LLC
NJ	Toms River	342353	1111 Route 37 W	08755-4919	(732)281-1388	E.A.A.T. FOODS LLC
NJ	Totowa	339775	410 Minnisink Rd	07512-1806	(973)890-4405	BMD Totowa LLC
NJ	Union City	304619	704 Kennedy Blvd	07087-3413	(201)866-8648	Visun, Inc.
NJ	Union City	339655	4801 Park Ave	07087-7209	(201)330-3288	Park Avenue Donut Corp.
NJ	Wallington	301302	443 Paterson Ave	07057-2203	(201)939-7405	Global Food Franchise Inc.
NJ	Watchung	344171	750 Somerset St	07069-4941	(908)561-1004	Supreme Treats, Inc.
NJ	Wayne	331074	572 Valley Rd	07470-3526	(973)696-3430	AADHAR CORP
NJ	West New York	304627	5915 Bergenline Ave	07093-1306	(201)854-0010	59 Donut Corp
NJ	Wood Ridge	355232	699 Avalon Dr	07075-	(201)203-2775	WOOD-RIDGE DONUTS LLC
NJ	Wyckoff	339704	525 Cedar Hill Ave	07481-	(201)612-7600	Cedar Hill Donuts, LLC
NM	Alamogordo	359339	1400 S White Sands Blvd	88310-6661	(575)812-8018	NMR-White Sands, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NM	Albuquerque	304248	5502 4th St Nw	87107-5210	(505)929-5991	LFO 4TH ST NM, LLC
NM	Albuquerque	304676	1902 Central Ave Se	87106-4002	(505)929-5920	LFO CENTRAL AVE NM, LLC
NM	Albuquerque	356354	3200 La Orilla Rd Nw	87120-2742	(505)503-1073	NMR-La Orilla, LLC
NM	Bernalillo	355481	195 E Highway 550	87004-	(505)717-1292	NMR-Bernalillo, LLC
NM	Carlsbad	364261	851 South Canal Street	88220-	(575)689-2627	NMR-Carlsbad LLC
NM	Hobbs	359525	2220 North Grimes Street	88240-	(575)241-2415	NMR-HOBBS, LLC
NM	Base	359484	551 West 4th St	88330-8003	(575)551-7299	NMR - ALAMO HB, LLC
NM	Roswell	355801	800 N Main St	88201-4913	(575)208-0454	NMR-ROSEWELL, LLC
NY	Albertson	330148	1051 Willis Ave	11507-1334	(516)746-5999	Tasty Treats Inc.
NY	Amityville	330039	355 Broadway	11701-2715	(631)789-1010	MULTIBRANDS AMITYVILLE OPERATING COMPANY LLC
NY	Arverne	350254	6820 Rockaway Beach Blvd	11692-1295	(347)230-4213	ARVERNE DONUTS LLC
NY	Astoria	310340	2502 31st St	11102-1749	(718)726-6982	Hoyt 2002, LLC
NY	Astoria	338558	4322 Ditmars Blvd	11105-1337	(718)204-2110	Ditmas Donuts Corp.
NY	Astoria	358336	31-19 30th Ave	11102-1564	(718)956-3582	Maya Donut, LLC
NY	Baldwin	342008	989 Atlantic Ave	11510-4245	(516)868-2101	Metro Franchising Commissary LLC
NY	Bay Shore	302365	529 E. Main St	11706-8505	(631)666-3077	Metro Franchising Commissary LLC
NY	Bay Shore	306003	1261 Sunrise Hwy	11706-5911	(631)647-7535	Multibrands Bayshore II Inc.
NY	Bay Shore	331288	19 Bay Shore Rd	11706-3602	(631)254-9092	L & M At Bayshore, Inc.
NY	Bayshore	344558	1750 Fifth Ave	11706-3438	(631)231-1650	Westside Donut Bay Shore Ventures LLC
NY	Bayside	302447	21920 Northern Blvd	11361-3558	(718)224-7112	Valpar 2 Corp.
NY	Bayside	343692	21522 73rd Ave	11364-2949	(718)217-1599	Metro Franchising Commissary LLC
NY	Bellmore	302283	2800 Merrick Rd	11710-5723	(516)785-1497	Metro Franchising Commissary LLC
NY	Bethpage	330038	4025b Hempstead Tpke	11714-5602	(516)622-1145	Bethpage QSR, Inc.
NY	Brentwood	301660	1694 Islip Ave	11717-5298	(631)231-0500	MULTIBRANDS BRENTWOOD ISLIP AVENUE OPERATING COMPANY LLC
NY	Bronx	304313	2172 Westchester Ave	10462-	(718)918-1235	CASTLE HILL QSR LLC
NY	Bronx	307284	3080 Boston Rd	10469-4038	(718)483-8078	3080 Donuts, Inc.
NY	Bronx	332067	2148 White Plains Rd	10462-1406	(718)792-3686	MAFJ Bronx Donuts LLC
NY	Bronx	332798	2 E Kingsbridge Ave	10468-7502	(718)733-4347	Nulife of Kingsbridge LLC
NY	Bronx	337531	1733 Jerome Avenue	10453-5703	(718) 731-2200	Nulife of Jerome LLC
NY	Bronx	337533	5501 Broadway	10460-5202	(718)432-2606	Chandan Subarna Corp.
NY	Bronx	338698	2241 Southern Blvd	10458-1105	(718)220-4946	FAC Yonk Donuts, LLC
NY	Bronx	338766	1650 Bruckner Blvd	10473-4553	(718)893-2090	Kings Point Ventures, LLC
NY	Bronx	340370	636 City Island Ave	10464-1100	(718)885-3057	AMG City Island Quickserve, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Bronx	340462	1040 Westchester Ave	10459-2415	(718)328-1482	FAC Yonk Donuts, LLC
NY	Bronx	340876	2366 Grand Concourse	10458-6906	(718)220-4828	Versatile Elysee, Inc.
NY	Bronx	341102	140 E 170th St	10452-7021	(718)293-3535	Bronx 170 Foods Inc
NY	Bronx	341830	699 Morris Park Ave	10462-3618	(929)207-4421	ADR Ventures MOR, LLC
NY	Bronx	343329	508 259th St	10471-	(718)432-1289	BMD 235 LLC
NY	Bronx	343693	1167 Webster Ave	10456-4240	(718)588-7232	Andhra Foods, Inc.
NY	Bronx	344497	274 E. 149th St	10451-	(718)292-1478	Flora Enterprise, Inc.
NY	Bronx	353369	321 E Kingsbridge Rd	10458-4443	(718)367-7022	MIKAEL, INC.
NY	Bronx	354025	193 W 237th St	10463-4102	(347)602-5756	CSN11 LLC
NY	Bronx	354394	1888 Eastchester Rd	10461-2327	(718)684-6440	1888 DONUTS INC.
NY	Bronx	355728	2141 Williamsbridge Rd	10461-1601	(718)684-6144	2141 DONUTS INC
NY	Bronx	357252	513 E 138th St	10454-3149	(347)261-0722	BRONX BROOK FOODS INC
NY	Bronx	362538	49 E 167th St	10452-8206	(347)994-9167	United Star LLC
NY	Bronx	365350	2708 East Tremont Avenue	10461-	(929)777-9099	2702 Donuts Inc.
NY	Bronx	366129	3225 Third Avenue	10451-	000-000-0000	BRONX MELROSE FOODS INC.
NY	Bronx	366233	452 East 149th Street	10455-	000-000-0000	CSN 12, LLC
NY	Brooklyn	300359	1213 Liberty Ave	11208-3411	(718)348-9282	IAT City Line, Inc.
NY	Brooklyn	302267	8301 Flatlands Ave	11236-3596	(718)531-4469	Deck Flatlands - 8301, LLC
NY	Brooklyn	304335	1922 Flatbush Ave # L	11210-4903	(718)758-0002	Deck Flatbush - 1922, LLC
NY	Brooklyn	304353	13 Graham Ave	11206-4108	(718)388-6845	GRAHAM QSR LLC
NY	Brooklyn	304361	9243 4th Ave	11209-7006	(718)745-4060	Deck 4-9243, LLC
NY	Brooklyn	304362	2630 86th St	11223-3432	(718)372-3824	Deck 86th Street - 2630 LLC
NY	Brooklyn	307515	1410 Avenue J	11230-3702	(718)252-1312	Deck Avenue J - 1410 LLC
NY	Brooklyn	310001	245 Highland Pl	11208-1266	(718)277-1995	Khattab & Son, Inc.
NY	Brooklyn	330135	1285 Broadway	11221-2975	(347)435-0280	Deck Broadway-1285, LLC
NY	Brooklyn	330348	610 Utica Ave	11203-1917	(917)814-7612	DECK UTICA - 610, LLC
NY	Brooklyn	335049	137 Wyckoff Ave	11237-	(718)418-2483	137 Nasary Donut Corp.
NY	Brooklyn	338221	148 Smith St	11201-	(718)403-0386	Deck Smith - 148, LLC
NY	Brooklyn	338818	1710 Eastern Pkwy	11223-4806	(718)566-6280	Broadwill Associates, Inc.
NY	Brooklyn	338871	906 Coney Island Ave	11218-6004	(718)871-0526	Deck Coney - 906, LLC
NY	Brooklyn	339024	43 Jamaica Ave	11207-1818	(718)922-5387	Deck Jamaica-43, LLC
NY	Brooklyn	339025	1993 Atlantic Ave	11233-3129	(347)435-0278	Deck Atlantic-1993, LLC
NY	Brooklyn	339305	5702 2nd Ave	11220-3313	(718)439-5119	Sunset Industries Ltd.
NY	Brooklyn	339430	1467 Nostrand Ave	11226-4221	(718)703-0198	Deck Nostrand-1467, LLC
NY	Brooklyn	340356	1375 Rockaway Parkway	11236-2321	(718)257-6490	1375 Parkway Enterprise Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Brooklyn	340439	3701 Nostrand Ave	11235-1907	(718)743-6555	B.I.N.D. Corp.
NY	Brooklyn	340450	448 Fifth Ave	11215-4003	(718)832-9460	D.C.G.N. Corporation
NY	Brooklyn	340467	241-A Rockaway Pkwy	11212-3444	(929)294-9173	MN New York Management LLC
NY	Brooklyn	340575	126 35th St	11232-	(718)499-9055	Deck 35-126, LLC
NY	Brooklyn	341059	3319 Fulton St	11208-2003	(347)435-0286	Deck Fulton-3319, LLC
NY	Brooklyn	341574	1556 Ralph Ave	11236-	(718)758-4167	Deck Ralph-1547, LLC
NY	Brooklyn	341842	573 Lafayette Ave	11205-4906	(718)230-4518	Deck Lafayette-573, LLC
NY	Brooklyn	342286	6502 14th Ave	11219-5610	(347)492-0734	DECK 14 - 6502 LLC
NY	Brooklyn	342626	7121 18th Ave	11204-5256	(718)256-0358	DECK 18 - 7121 LLC
NY	Brooklyn	342833	643 Manhattan Ave	11222-	(718)472-3745	SPS MANHATTAN, LLC
NY	Brooklyn	342887	2344 Flatbush Ave	11234-5037	(718)338-0530	Kings High Corporation
NY	Brooklyn	343283	2926 Avenue I	11210-2935	(718)252-5349	Park Bakery Corporation
NY	Brooklyn	343979	7602 13th Ave	11228-2412	(347)497-5150	DECK 13 - 7602 LLC
NY	Brooklyn	344821	1243 Surf Ave	11224-2815	(718)265-0102	Kings High Corporation
NY	Brooklyn	350524	5510 5th Ave	11220-3413	(347)227-7184	Deck 5-5425, LLC
NY	Brooklyn	357292	453 Mother Gaston Blvd	11212-7617	(718)498-0178	453 ENTERPRISE INC.
NY	Brooklyn	358374	1621 Avenue U	11229-3809	(718)975-2565	Walli Associates Inc
NY	Brooklyn	363961	711a 65th St	11220-4735	(718)833-1459	GDJ-New Horizons, Inc.
NY	Carle Place	355290	251 Glen Cove Rd	11514-1207	(516)500-9894	CANYON DONUTS GLEN COVE ROAD, INC.
NY	Centereach	350701	1327 Middle Country Rd	11720-3540	(631)736-5186	GREAT SPOT OF CENTEREACH INC.
NY	College Point	302627	13210 14th Ave	11356-2002	(929)225-8560	2317 BLESSING FOOD, LLC
NY	Commack	300465	2073 Jericho Tpke	11725-3007	(631)543-3392	Jericho Donuts LLC
NY	Commack	348971	20 Vanderbilt Pkwy	11725-5410	(631)499-2231	Flavorit Place, Ltd
NY	Cooperstown	364307	3 Commons Drive	13326-	(607)293-3015	BAPA 23 COMMONS DRIVE DONUTS LLC
NY	Copiague	357328	1115 Montauk Hwy	11726-	(631)486-7899	MULTIBRANDS COPIAGUE OPERATING COMPANY LLC
NY	Coram	302007	350 Middle Country Rd	11727-4410	(631)846-6491	MCR II Donuts LLC
NY	Coram	337400	1852 Route 112	11727-	(631)846-8077	1333 Donuts LLC
NY	Corona	340817	5401 108th St	11368-3913	(718)521-5298	MN New York Management LLC
NY	Corona	356378	37-76 Junction Blvd	11368-1741	(718)397-5770	JUNCTION DONUTS LLC
NY	Deer Park	301788	1906 Deer Park Ave	11729-3303	(631)667-8919	Donut Always Go Around, Inc.
NY	Deer Park	344530	501 Commack Rd	11729-3803	(631)586-0304	WESTSIDE DONUT DEER PARK VENTURES LLC
NY	East Elmhurst	334727	10009 Astoria Blvd	11369-2039	(718)478-4443	Grand Central Donuts, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	East Islip	330049	13 W. Main St	11730-2400	(631)859-0786	Metro Franchising Commissary LLC
NY	East Meadow	353475	2050 Hempstead Tpke	11554-1713	(516)794-7155	Twenty-Eighty Corp.
NY	East Northport	301331	314 Larkfield Road	11731-	000-000-0000	AJP Restaurant Corp.
NY	Eastport	352113	20 Eastport Manor Rd	11941-1412	(631)801-6211	Eastport Donut Group, Inc.
NY	Elmhurst	342109	9507 57th Ave	11373-4616	(718)592-0940	Patel Food Corp.
NY	Elmont	304122	23819 Linden Blvd	11003-3936	(516)612-7222	Metro Franchising Commissary LLC
NY	Elmont	304255	219 Hempstead Tpke	11003-1435	(516)328-6757	Metro Franchising Commissary LLC
NY	Far Rockaway	339842	239 Beach 20th St	11691-3625	(718)868-0448	20th ST WAVE CREST LLC
NY	Far Rockaway	351930	11320 Beach Channel Dr	11694-2209	(347)230-4599	BEACH CHANNEL DRIVE THRU DONUTS LLC
NY	Farmingdale	349800	2109 Broadhollow Rd	11735-1009	(631)486-7899	Multibrands Farmingdale Donuts Inc.
NY	Floral Park	302530	25420 Hillside Ave	11004-1614	(347)216-6547	HILLSIDE QSR LLC
NY	Flushing	300462	14625 Northern Blvd	11354-4234	(917)285-2824	OM Shree Hanuman LLC
NY	Flushing	302542	16822 Union Tpke	11366-1312	(718)591-6616	Metro Franchising Commissary LLC
NY	Flushing	304011	15367 Horace Harding Expy	11367-1246	(718)358-4031	Kissena Donuts, Inc.
NY	Flushing	304823	7016 Northern Blvd	11372-1045	(718)672-1433	Fortune Donut Corp.
NY	Flushing	307262	3015 Stratton St	11354-1907	(718)321-0567	WESTSIDE DONUT WHITESTONE VENTURES LLC
NY	Flushing	307669	5615 Myrtle Ave	11385-4735	(718)497-3581	New York Donut Corporation
NY	Flushing	330153	3547 Francis Lewis Blvd	11358-1955	(718)886-5279	Metro Franchising Commissary LLC
NY	Flushing	330267	9925 Horace Harding Expy	11368-4434	(718)271-9222	19 Food, Inc.
NY	Forest Hills	340294	11716 Queens Blvd	11375-7061	(718)268-5380	Metro Franchising Commissary LLC
NY	Forest Hills	353779	7302 Austin St	11375-6251	(718)575-0892	Metro Franchising Commissary LLC
NY	Franklin Square	343754	662 Dogwood Ave	11010-3247	(516)481-4900	Dogwood Donuts Inc.
NY	Freeport	338208	389 Atlantic Ave	11520-5216	(516)377-5292	Metro Franchising Commissary LLC
NY	Fresh Meadows	340362	6120 Fresh Meadow Ln	11365-2019	(718)463-5819	61-20 Fresh Meadow Lane, LLC
NY	Fresh Meadows	352191	18823 Union Tpke	11366-1736	(347)548-4154	KOSHER UNION TURNPIKE DONUTS LLC
NY	Garden City	330197	165 7th St	11530-5770	(516)248-4417	Metro Franchising Commissary LLC
NY	Glen Cove	340587	285-291 Glen Street	11542-3035	(516)674-6756	VSK Donuts, LLC
NY	Glen Head	342378	36 Glenhead Rd	11545-1458	(516)676-1800	WESTSIDE DONUT GLEN HEAD VENTURES LLC
NY	Hempstead	300697	247 Greenwich St	11550-6321	(516)486-6477	Hempstead Donut System, LLC
NY	Hempstead	340851	579 Peninsula Blvd	11550-5423	(516)292-1004	HEMPSTEAD DRIVE THRU LLC
NY	Hempstead	359911	760 Fulton Avenue	11550-	(516)485-2953	Vijay Enterprises, Inc.
NY	Hicksville	342293	100 North Broadway	11801-2902	(516)932-3594	CSK Donuts LLC
NY	Hicksville	342376	420 Newbridge Rd	11801-3959	(516)935-0088	Hicksville Donut, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Holbrook	300202	411 Furrows Rd	11741-2714	(631)467-2419	DJ Holbrook Inc.
NY	Huntington	339386	200 E Main St	11743-2920	(631)935-0031	Metro Franchising Commissary LLC
NY	Huntington Station	332030	281 Walt Whitman Rd	11746-4149	(631)486-7899	MULTIBRANDS 281 WW RD. HUNTINGTON STATION OPERATING COMPANY LLC
NY	Huntington Station	340005	795 East Jericho Tpk	11746-7516	(631)673-5286	WESTSIDE DONUT HUNTINGTON VENTURES LLC
NY	Islip Terrace	355462	24-28 Lowell Ave	11752-1415	(631)224-1984	Metro Franchising Commissary LLC
NY	Jackson Heights	340588	74-13 Roosevelt Ave	11372-6529	(718)205-4440	Roosevelt Ave Donuts, Inc.
NY	Jamaica	304483	9405 Rockaway Blvd	11417-2449	(718)843-0400	Metro Franchising Commissary LLC
NY	Jamaica	306826	8777 Parsons Blvd	11432-	(718)526-4820	Central Donuts, Inc.
NY	Jamaica	331065	8347 Parsons Blvd	11432-1635	(718)526-9690	PORTLAND QSR LLC
NY	Jamaica	331929	17915 Hillside Ave	11432-4631	(718)658-1728	179 NBG Inc.
NY	Jamaica	336572	146-17 Jamaica Ave	11435-3627	(718)262-0299	Jamaica Donuts LLC
NY	Jamaica	337509	10962 Francis Lewis Blvd	11429-1723	(929)232-1471	N.N.R. Hollis Food LLC
NY	Jamaica	337599	13850 Jamaica Ave	11435-3639	(718)291-3107	JDHAKA Coffee Corp
NY	Jamaica	338592	18711 Jamaica Ave	11423-2415	(718)454-3501	Jamaica One Donuts Inc.
NY	Jamaica	339818	13328 Springfield Blvd	11413-1458	(718)978-8028	Spdaisy Coffee Corp
NY	Jamaica	343304	16804 Jamaica Ave	11432-5216	(718)526-3376	Jamaica Two Donuts Inc.
NY	Jamaica	343843	11420 Sutphin Blvd	11434-1021	(718)925-8791	Salim Coffee Corp
NY	Jamaica	351929	14401 Liberty Ave	11435-4814	(718)657-0518	LIBERTY AVENUE COFFEE CUP LLC
NY	Jamaica	352671	15029 Crossbay Blvd	11417-2962	(718)738-1245	Metro Franchising Commissary LLC
NY	Jamaica	356058	16995 137th Ave	11434-4517	(718)738-1245	Metro Franchising Commissary LLC
NY	Kings Park	341392	101 Pulaski Rd	11754-2513	(631)544-0031	Multibrands Kings Park Inc.
NY	Lindenhurst	354517	320 E Montauk Hwy	11757-6134	(631)225-2507	MULTIBRANDS LINDENHURST OPERATING COMPANY LLC
NY	Little Neck	304728	24809 Northern Blvd	11362-1259	(718)225-0513	Valpar 4 Corp.
NY	Long Island City	302875	4202 Northern Blvd	11101-1597	(718)392-0146	Renson Food Corporation
NY	Long Island City	330415	3102 36th Ave	11106-2317	(718)383-1000	Ukatosh Corporation
NY	Long Island City	331183	3326 21st St	11106-4239	(718)267-0279	New York Donut Corporation
NY	Long Island City	342155	3500 48th St	11101-1083	(718)784-3639	Plaza Donuts Corp.
NY	Long Island City	350010	4902 Vernon Blvd.	11101-5726	(718)433-4543	Manhattan Donut Corp.
NY	Lynbrook	348800	6 Ocean Ave	11563-1916	(516)256-2821	BSK Donuts LLC
NY	Maspeth	304401	6103 Flushing Ave	11378-2829	(718)521-6190	N.N. Ahluwalia, Inc.
NY	Massapequa	302237	1399 Hicksville Rd	11758-1220	(516)798-8601	Long Island Combo Shops, Inc.
NY	Massapequa	342977	5477-5515 Merrick Road	11758-	(516)203-7519	Alexashel Three Corp

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Mastic	340361	1495 Montauk Hwy	11950-	(631)281-2103	Tristate Donut Group Inc.
NY	Medford	341639	3197 Horseblock Road	11763-	(631)654-4936	DJ MEDFORD LLC
NY	Melville	302485	116 Broadhollow Rd	11747-2504	(631)425-0935	Metro Franchising Commissary LLC
NY	Merrick	302954	1731 Merrick Rd	11566-4541	(516)379-8149	Metro Franchising Commissary LLC
NY	Merrick	308652	1766 Merrick Ave N	11566-2728	(516)377-3827	Metro Franchising Commissary LLC
NY	Merrick	337653	56 E Sunrise Hwy	11566-3903	(516)608-5436	56 East Sunrise Corp.
NY	Middle Village	339817	6122 Fresh Pond Rd	11379-1040	(718)418-2393	OM SHREE LAXMANDAV LLC
NY	Miller Place	352314	725 Route 25a	11764-	(631)228-4347	Miller Place II Donuts LLC
NY	Mineola	339647	265 East Jericho Tpk	11501-2133	(516)739-2503	Mineola Bakery Inc.
NY	Nanuet	342683	213 W Route 59	10954-2218	(845)215-5605	Sicomac Partners West, Inc.
NY	New Hyde Park	302607	2062 Lakeville Rd	11040-1664	(516)775-8630	Lakeville Donuts, Inc.
NY	New Rochelle	330367	96 E Main St	10801-5324	(914)222-0654	Men At Work, LLC
NY	New York	330342	728 W 181st St	10033-4701	(212)795-0101	AMG 181 QUICKSERVE LLC
NY	New York	337561	1225 1st Ave	10021-6309	(212)734-5465	Sebella Brands LLC
NY	New York	339039	289 7th Ave	10001-6009	(347)588-0384	Deck 7 - 289, LLC
NY	New York	339350	110 West 145th St	10039-4103	(212)234-3440	Chandan Subarna Corp.
NY	New York	340834	815 10th Ave	10019-5041	(646)866-7462	815 10th Donuts LLC
NY	New York	341450	3600 Broadway	10031-	(646)434-6286	NYC 148 Foods Inc.
NY	New York	341501	100 Chambers St	10007-1833	(212)608-1601	100 CHAMBERS DONUTS LLC
NY	New York	342248	361 First Avenue	10010-	(212)228-8895	Copley Coffee 1, LLC
NY	New York	342984	4942 Broadway	10034-2304	(212)544-0453	Nulife of Broadway LLC
NY	New York	344018	455 Park Ave S	10016-	(212)213-9010	Copley Coffee 1, LLC
NY	New York	345537	356 W 145th St	10030-	212-281-0056	NYC 145 FOODS INC.
NY	New York	346759	2103 Frederick Douglass Blvd	10026-2752	(212)280-6414	NYC 114 FOODS INC
NY	New York	350511	484 9th Ave	10018-4102	(646)590-2933	WESTSIDE DONUT 9TH AVE. VENTURES LLC
NY	New York	350994	25 W 43rd St	10036-7406	(646)974-8119	25 43rd DONUTS LLC
NY	New York	351339	201 Madison St	10002-7551	(332)242-0613	201 Madison Street LLC
NY	New York	351935	882 Lexington Ave	10065-6656	(646)661-5825	882 LEX DONUTS LLC
NY	New York	352393	542 E 14th St	10009-3350	(646)484-5519	Copley Coffee 2, LLC
NY	New York	353892	900 Saint Nicholas Ave	10032-5239	(646)340-3929	NYC 155 FOODS INC
NY	New York	355712	3504 Broadway	10031-	(646)240-4021	NYC 143 FOODS INC.
NY	New York	355892	544 Avenue Of The Americas	10011-2005	(212)727-0444	WESTSIDE DONUT 544 VENTURES LLC
NY	New York	356450	147 E 116th Street	10029-1354	(646)597-9456	INC
NY	New York	358650	10 Park Ave	10016-4338	(646)974-9114	51 34th DONUTS LLC
NY	New York	359682	361 3rd Ave	10016-9015	(212)686-1500	Copley Coffee 1, LLC
NY	New York	359808	2800 Broadway	10025-2236	(646)684-3788	255 West 108 LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	New York	362681	595 10th Ave	10036-3015	000-000-0000	Coffee On Hudson 31 LLC
NY	New York	362865	109 Dyckman St	10040-1002	(212)544-0272	NYC DYCKMAN FOODS INC
NY	New York	364122	2600 Broadway	10025-	(917)503-4699	NYC 98 FOODS INC.
NY	New York	364138	1976 1st Avenue	10029-	(212)876-3312	NYC 102 FOODS INC.
NY	New York	365530	2257 1st Avenue	10029-	(646)597-9421	NYC Manhattan Foods Inc.
NY	New York	365628	151 E 125th St	10035-	(646)368-5906	NYC GOTHAM FOODS INC.
NY	Newburgh	300392	674 Broadway	12550-5130	(845)562-4720	Ganpati Donuts, Inc.
NY	Nichols	363502	2384 W River Rd	13812-1406	(607)699-3900	American Racing and Entertainment, LLC
NY	Oakdale	342188	1243 Montauk Hwy	11769-1434	(631)567-3010	Great Spot of Oakdale, Inc.
NY	Oakland Gardens	337904	61-58 Springfield Blvd	11364-2336	(718)357-1273	Metro Franchising Commissary LLC
NY	Old Bethpage	342238	726 Old Bethpage Rd	11804-	(516)752-7520	OB Donuts, Inc.
NY	Orangeburg	344580	15 Orangetown Center	10962-1706	(845)398-9702	Sicomac Partners-Orange, Inc.
NY	Ossining	338870	94 Croton Ave	10562-4202	(914)230-4361	LITE N SWEET, INC.
NY	Oyster Bay	308608	159 Pine Hollow Rd	11771-4705	(516)922-7888	Metro Franchising Commissary LLC
NY	Patchogue	301353	369 E Main St	11772-3011	(631)730-3321	Main Street QSR Inc.
NY	Patterson	336563	3115 Route 22	12563-2342	(845)878-7655	Donuts By W.J.D., Inc.
NY	Plainview	340082	587 Old Country Rd	11803-4901	(516)433-8128	GSK Properties LLC
NY	Station	302270	5017 Nesconset Hwy	11776-1375	(631)473-7937	DJ NESCONSET INC
NY	Queens	362889	6401 108th St	11375-1603	(718)275-4575	Shan-E-Panjab, Inc.
NY	Rego Park	304484	6365 Woodhaven Blvd	11374-2827	(718)396-0178	OUR COFFEE SHOP COURT ST. INC.
NY	Richmond Hill	339387	11602 Metropolitan Ave	11418-1017	(718)441-8006	11602 Metropolitan Avenue, LLC
NY	Riverhead	302006	1051 Old Country Rd	11901-2019	(631)591-3820	DJ Riverhead Inc.
NY	Rocky Point	356376	597 Route 25a	11778-8886	(631)849-6097	SSK Donuts 2 LLC
NY	Ronkonkoma	338949	125 Portion Rd	11779-	(631)471-2090	DJ RONKONKOMA LLC
NY	Shirley	302480	545 William Floyd Pkwy	11967-3401	(631)395-4887	DJ Shirley 1 Inc
NY	Smithtown	302221	235 W. Main St	11787-2608	(631)360-1236	Metro Franchising Commissary LLC
NY	Smithtown	310373	560 Smithtown Byp	11787-5000	(631)257-5072	Metro Franchising Commissary LLC
NY	Smithtown	339841	731 Nesconset Hwy	11787-5128	(631)724-0345	Metro Franchising Commissary LLC
NY	Somers	352547	325 Route 100	10589-3227	(914)276-7606	SOMERS DOUGHNUTS CORP
NY	South Ozone Park	336925	13320 Rockaway Blvd	11420-3019	(718)845-9875	ROCKAWAY BLVD. DRIVE THRU LLC
NY	South Richmond Hill	336628	11611 Liberty Ave	11419-1903	(718)845-2649	Metro Franchising Commissary LLC
NY	Staten Island	335880	770 Forest Ave	10310-2402	(718)273-9641	Forest Broadway LLC
NY	Staten Island	335881	1131 Bay St	10305-4930	(718)420-4920	SHREE SHIV SHAKTI INC.
NY	Staten Island	338807	2222 Forest Ave	10303-1742	(718)442-6630	INC.
NY	Staten Island	339433	680 Arthur Kill Rd	10308-1106	000-000-0000	Arthur Richmond, LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	Staten Island	342644	1445 Richmond Ave	10314-	(718)370-0601	Richmond-Christopher, LLC
NY	Staten Island	342725	77 A Richmond Hill Rd	10314-7872	000-000-0000	Richmond Hill Road, LLC
NY	Staten Island	352786	1650 Richmond Ave	10314-1542	000-000-0000	RICHMOND CORAL LLC
NY	Suffern	339302	262 Route 59	10901-	(845)504-5303	ABDD LLC
NY	Sunnyside	331182	4513 Queens Blvd	11104-2303	(347)738-5838	Santoshi Trading Corporation
NY	Sunnyside	340852	4128 Queens Blvd	11104-2802	(718)361-6825	Lic Donut Corporation
NY	Syosset	338196	59 Jackson Ave	11791-3116	(516)364-2299	Metro Franchising Commissary LLC
NY	Uniondale	344829	545 Uniondale Ave	11553-	(516)280-3160	WJDS Systems Inc.
NY	Valley Stream	339742	207 W. Merrick Rd	11580-5514	(516)256-4445	MERRICK AVE COMBO LLC
NY	Wantagh	349043	1148 Wantagh Ave	11793-2110	(516)203-7344	Alexashel Four Corp.
NY	West Hempstead	302224	475 Hempstead Tpke	11552-1313	(516)505-1828	West Hempstead Donuts Inc.
NY	West Islip	354124	343 Union Blvd	11795-3114	(631)486-7899	MULTIBRANDS WEST ISLIP 343 UNION BLVD. OPERATING COMPANY LLC
NY	Westbury	344454	840 Carman Ave	11590-6428	(516)333-0344	Metro Franchising Commissary LLC
NY	White Plains	338922	81 Knollwood Rd	10607-1818	(914)949-4468	LITE N SWEET, INC.
NY	White Plains	342009	80 Virginia Rd	10603-2213	(914)328-2412	Hillcrest Marshall, Inc.
NY	Whitestone	352512	1030 154th St	11357-1953	(718)767-0009	154 DONUTS INC.
NY	Woodhaven	307977	8413 Jamaica Ave	11421-1921	(718)847-9129	Metro Franchising Commissary LLC
NY	Woodhaven	336583	9217 Jamaica Ave	11421-2108	(718)850-2717	Metro Franchising Commissary LLC
NY	Woodside	354069	5801 Woodside Ave	11377-3437	(718)458-1903	LEGACY LIBERTY QSR LLC
NY	Woodside	356490	61-12 Roosevelt Ave	11377-3545	(718)205-7105	WOODSIDE VALPAR LLC
NY	Yonkers	330187	2248 Central Park Ave	10710-1423	(914)793-1075	FAC 2248 CPA, LLC
NY	Yonkers	332974	132 Bronx River Rd	10704-4442	(914)237-5275	FAC 132 BRR, LLC
OH	Brooklyn	306594	4740 Ridge Rd	44144-3327	(216)741-4438	BROOKLYN DONUTS INC
OH	Cincinnati	344417	435 E Martin Luther King Dr	45229-3341	(513)281-3700	PK&D Foods LLC
OH	Cleveland	336756	16204 Lorain Ave	44111-5521	(216)812-3865	KAMM'S DONUTS, INC.
OH	Clyde	363520	1012 North County Road 260	43410-	(419)765-3028	Applegreen OH Welcome Centres LLC
OH	Clyde	363521	1012 Ohio Turnpike	43410-	(419)547-4717	Applegreen OH Welcome Centres LLC
OH	Columbus	302277	2255 E Dublin Granville Rd	43229-3512	(614)392-1294	Pramukh Vandan LLC
OH	Columbus	353077	1325 Bethel Rd	43220-2611	(614)914-6691	Pramukh Vandan LLC
OH	Columbus	357512	1220 Morse Rd	43229-	(614)420-2200	MAHANT DONUTS LLC
OH	Columbus	359549	3788 W Broad St	43228-1474	(614)541-3000	KESHAV BROAD LLC
OH	Columbus	364197	3245 North High Street	43202-	(614)600-2801	Atlalara High LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	Cuyahoga Falls	342449	310 Tallmadge Rd	44221-3340	(330)929-2051	MAC'S CONVENIENCE STORES LLC
OH	Dayton	302106	27 N Springboro Pike	45449-3508	(937)439-1944	PK Foods LLC
OH	Delaware	363373	50 Coughlin Ln	43015-4132	(740)513-4449	ADYK Delaware LLC
OH	Fairfield	342373	6641 Dixie Hwy	45014-	(513)874-4756	FAIRFIELD DONUTS LLC
OH	Gahanna	341152	1111 N Hamilton Rd	43230-3452	(614)337-0750	Duttguru Corporation
OH	Geneva	341899	1150 S Broadway	44041-9143	(440)361-3048	GENEVA DONUTS, INC.
OH	Lima	355318	751 N Cable Rd	45805-3455	(567)289-9125	Ramesh C. Arora, Manish Walia & Rachna Walia
OH	Middleburg Heights	302387	17801 Bagley Rd	44130-3402	(440)243-8787	RR Bhavani, Inc
OH	Mount Orab	355748	114 Glover Dr	45154-8390	(937)444-7076	Mt. Orab ROD, LLC
OH	North Olmsted	304946	26963 Lorain Rd	44070-3211	(440)734-2272	OM North Olmsted Donuts Inc.
OH	Painesville	342094	255 Richmond St	44077-3244	(440)354-7117	Om Painesville Donuts Inc.
OH	South Euclid	343184	4233 Mayfield Rd	44121-3007	(216)382-5937	Gusco, Inc.
OH	Streetsboro	338519	9168 State Route 14	44241-5686	(330)422-1155	INC
OH	Warrensville Heights	340548	4959 Richmond Rd	44146-	(216)292-0455	OM WARRENSVILLE HEIGHTS DONUTS INC.
OH	Wooster	354521	1812 Cleveland Rd	44691-2206	(330)601-0688	SDAA LLC
OH	Worthington	362695	6130 Linworth Rd	43085-3308	(614)705-6580	GONDAL LINWORTH LLC
OK	Midwest City	356488	2301 S Douglas Blvd	73130-	(405)582-2271	Midwest Donuts, LLC
OK	Moore	355991	630 Sw 4th St	73160-2506	(405)735-8744	MOORE DONUTS, LLC
OK	Oklahoma City	356871	323 Nw 23rd St	73103-	(405)212-2376	Uptown Donuts, LLC
OK	Seminole	359668	11242 Oklahoma 99	74868-	(405)303-2200	SEMINOLE INVESTORS LLC
PA	Allentown	363839	5052 Cetronia Rd	18106-	(814)802-7070	Applegreen PA Welcome Centres LLC
PA	Ardmore	353710	12 Greenfield Ave	19003-1204	(610)906-3530	Ardmore Donuts LLC
PA	Bowmansville	363760	1350 Pennsylvania Turnpike	17507-	(717)973-5481	Applegreen PA Welcome Centres LLC
PA	Breezewood	357533	16563 Lincoln Highway	15533-7901	(814)735-2011	TA Operating LLC
PA	Downingtown	343079	376 W Uwchlan	19335-3122	(267)621-4830	OM GANABHUJE NAMAH LLC
PA	Elverson	363751	5 Marsh Road	19343-	(717)329-9957	Applegreen PA Welcome Centres LLC
PA	Erie	349437	654 Millcreek Mall	16565-0604	(814)866-1121	SCOTT'S CUP OF JOE, INC.
PA	Feasterville Trevose	352894	110 E Street Rd	19053-4374	(267)621-4826	MAHAPRABHUJI INC.
PA	Harrisburg	343208	4342 Linglestown Rd	17112-9532	(717)909-1222	M and M Donuts, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
PA	Honesdale	337322	1181 Texas Palmyra Highway	18431-9808	(570)253-8480	J&V Management, Inc.
PA	Kingston	342770	1318 Wyoming Ave	18704-	(570)714-4449	May Brands, LLC
PA	Lawn	363759	1 Pennsylvania Turnpike	17041-	(717)400-7266	Applegreen PA Welcome Centres LLC
PA	Pittsburgh	358499	5241 Liberty Ave	15224-2387	(412)586-7127	HRG Bloomfield, LLC
PA	Red Lion	345051	3103 Cape Horn Rd	17356-8811	(717)246-2666	Red Lion Enterprises, LLC
PA	Shrewsbury	358535	549 S Main St	17361-1718	(717)759-2062	GN SHREWSBURY LLC
PA	Somerset	363762	179 North Plaza Access Road	15501-	(814)421-4415	Applegreen PA Welcome Centres LLC
PA	Spring Grove	363269	39 West Hanover Street	17362-	(717)505-8565	GN York Springs LLC
PA	Swarthmore	343037	1 S Chester Rd	19081-1735	(484)472-8891	Neelkanth Investments LLC
PA	Waterfall	363758	3744 North Hess Road	16689-	(610)298-4011	Applegreen PA Welcome Centres LLC
PA	York	343729	2175 S Queen St	17402-4627	(717)741-0088	Queen Street Enterprises, LLC
SC	Camden	365693	1003 West Dekalb Street	29020-	(803)272-0572	Shreeji Donuts of Camden, LLC
SC	Greer	351124	2000 Gsp Dr	29651-6633	(864)655-5362	Hudson Group (HG) Retail, LLC and Branded Works, Inc.,
SC	Hartsville	362469	1089 South 4th Street	29550-	(843)917-4017	SHREEJI DONUTS IV, LLC
SC	Indian Land	350890	8374 Charlotte Hwy	29707-	(803)802-3020	INDIAN LAND SC, LLC
SC	Lake City	363621	705 U.S. 52	29560-	(843)374-7373	Shreeji Donuts of Lake City LLC
SC	Little River	338554	593 Highway 90 E	29566-9292	(843)280-7530	Best Bite, Inc.
SC	Murrells Inlet	340400	2901 S Highway 17	29576-7624	(843)357-8411	Best Bite, Inc.
SC	Myrtle Beach	353079	4282 River Oaks Dr	29579-5603	(843)796-2084	Best Bite, Inc.
SC	Myrtle Beach	358847	7102 N Kings Highway	29572-3025	(843)449-9383	Best Bite, Inc.
SC	North Charleston	350258	8507 Dorchester Rd	29420-	(843)628-0778	8501 DORCHESTER ROAD, LLC
SC	Rock Hill	336908	1932 Springsteen Rd	29730-6990	(803)325-2305	SPRINGSTEEN RD ROCK HILL CLT, LLC
SC	Rock Hill	341236	2677 Celanese Rd	29732-1205	(803)980-3865	CELANESE RD ROCK HILL CLT, LLC
TN	Clarksville	362261	2531 Wilma Rudolph Boulevard	37040-	(931)378-5614	CBG Wilma Rudolph LLC
TN	Franklin	343536	9100a Carothers Pkwy	37067-7308	(615)358-9445	ROUTE 65, LLC
TN	Gallatin	345354	1545 Nashville Pike	37066-3287	(615)270-1528	Route 40, LLC
TN	Hermitage	345186	5205 Old Hickory Blvd	37076-2593	(615)358-9476	Route 40, LLC
TN	Old Hickory	345184	14835 Lebanon Rd	37138-1820	(615)358-9509	Route 40, LLC
TN	Smyrna	356411	1041 Sgt Asbury Hawn Way	37167-	(615)358-9544	ROUTE 65, LLC
TN	Spring Hill	350728	2098 Wall St	37174-4208	(615)358-9519	ROUTE 65, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	Abilene	356611	2901 S 14th St	79605-5142	(325)283-1411	ABILENE COFFEE LA LLC
TX	Amarillo	354018	2823 Western Ave	79109-	(806)553-2274	STEP Values LLC
TX	Arlington	357220	5801 Office Park Dr	76016-4472	(817)563-9474	Diya Office Park Arlington Texas, LLC
TX	Arlington	363236	4501 South Collins Street	76018-	(682)270-0109	Collins Donuts, Inc.
TX	Austin	354395	1610 E Parmer Lane	78753-	(512)487-5578	Round Rock Real Estate LLC
TX	Austin	355896	166 Hargraves Dr	78737-4796	(512)582-0156	Round Rock Real Estate LLC
TX	Bastrop	353319	551 Tx Hwy 71	78602-3852	(512)985-5347	Coffee Action West, LLC
TX	Baytown	364043	4531 Garth Road Suite 120	77521-	(832)479-0631	SHMARK Restaurant Group, LLC
TX	Beaumont	355856	6392 Phelan Blvd	77706-6159	(409)305-0382	HZ T Treats, LLC
TX	Beaumont	357672	17498 Interstate 10	77705-	(409)794-3021	Shahbaz Raza
TX	Boerne	355681	214 W Bandera Rd	78006-2888	(830)331-2251	Boerne Donuts, Inc.
TX	Burleson	352495	735 Sw Wilshire Blvd	76028-	(682)703-2079	Burleson Donuts, Inc.
TX	Cedar Hill	350093	650 Uptown Blvd	75104-3507	(972)291-5727	Cedar Hill Donuts, Inc.
TX	Cedar Park	349738	1851 S Lakeline Blvd	78613-	(512)382-5658	Coffee Action West, LLC
TX	College Station	359644	12061 Fm 2154	77845-	(979)422-1480	WELLBORN DONUTS, INC.
TX	Conroe	352712	800 N Loop 336 W	77301-1150	(936)283-6604	HZ T Treats, LLC
TX	Conroe	355348	3085 College Park Dr	77384-8022	(936)242-1249	EKTA Holdings Inc.
TX	Converse	355010	8250 Fm 78	78109-1060	(210)272-0787	FM78 Donuts, LLC
TX	Copperas Cove	363024	2406 E Business 190	76522-	(254)238-7132	Copperas Cove Donuts Inc
TX	Cross Roads	359858	11680 Us 380	76227-	(940)365-5735	Pramukhji Donut Corporation of Dallas
TX	Cypress	351952	7017 Barker Cypress Rd	77433-1209	(346)708-5899	HZ T Treats, LLC
TX	Dallas	351153	Dfw Int. Airport	75261-	(972)574-4616	The Grove, Inc.
TX	Dallas	352496	14841 Coit Rd	75248-5710	(972)788-8120	QUALITY BRAND GROUP TEXAS LLC
TX	Dallas	357285	Dfw Int. Airport	75261-	(972)973-4786	The Grove, Inc.
TX	Desoto	357741	834 N Hampton Rd	75115-4512	(469)747-3103	QUALITY BRAND GROUP TEXAS LLC
TX	Duncanville	363238	310 South Clark Road	75116-	(469)868-6144	Duncanville Donuts, Inc.
TX	Euless	353933	711 S Industrial Blvd	76040-	(817)685-1011	QUALITY BRAND GROUP TEXAS LLC
TX	Fort Worth	346510	9629 White Settlement Rd	76108-4406	(682)707-2930	Fort Worth Donuts, Inc.
TX	Fort Worth	363449	7621 Summer Creek Rd.	76123-	(682)250-5615	Priceless Coffee, Inc.
TX	Frisco	362664	3555 Legacy Dr	75034-7986	000-000-0000	SAHAJANAND DONUT CORPORATION
TX	Grand Prairie	362644	5170 Lake Ridge Pkwy	75052-3025	(214)518-6547	Lake Ridge Donuts, Inc.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	Harker Heights	358035	529 E Knights Way	76548-5623	(254)213-0400	INC.
TX	Houston	331574	7510 Highway 6 N	77095-2603	(281)463-0966	Swetika Corporation
TX	Houston	352196	10840 Scarsdale Blvd	77089-	(346)771-8059	HZ T Treats, LLC
TX	Houston	353796	5101 Bingle Rd	77092-3103	(281)414-3785	BINGLE, LLC
TX	Houston	359980	3011 Ella Blvd	77018-7341	(346)537-7506	HZ T Treats, LLC
TX	Houston	363312	12655 Tomball Parkway	77086-	(281)809-2195	HZ T Treats, LLC
TX	Katy	351869	3061 N Fry Rd	77449-6217	(346)637-4488	HZ T Treats, LLC
TX	Katy	363355	3831 W Grand Parkway	77449-	(346)608-8053	HZ T Treats, LLC
TX	Katy	364814	20995 Katy Freeway	77450-	(346)615-2068	HZ T Treats, LLC
TX	Kerrville	359888	801 Sidney Baker St	78028-3350	(830)890-5798	Kerrville Donuts, Inc.
TX	Kilgore	355149	4405 Highway 42 N	75662-5291	(903)345-6050	Diya Kilgore Texas, LLC
TX	Killeen	357649	2250 Clear Creek Rd	76549-	(254)519-0000	Clear Creek Donuts, Inc.
TX	Killeen	359496	1516 S Fort Hood St	76542-1655	(254)226-3178	FORT HOOD DONUTS, INC.
TX	Kyle	352483	20371 Interstate Highway 35	78640-	(512)268-1200	Coffee Action West, LLC
TX	League City	352053	2340 Marina Bay Dr	77573-	(346)709-4298	HZ T Treats, LLC
TX	Lubbock	352510	7723 Milwaukee Ave	79424-	(806)696-1515	LUBBOCK COFFEE LB LLC
TX	Lubbock	354801	4328 50th St	79413-3812	(806)669-1015	LUBBOCK COFFEE LA LLC
TX	Lufkin	364970	216 South Timberland Drive	75901-	(936)955-2974	216 Lufkin LLC
TX	Lumberton	357149	112 S Main St	77657-7367	(409)751-2097	HZ T Treats, LLC
TX	Marble Falls	364247	901 Fm 1431 Ste 100	78654-	(830)201-4019	Hemani Group Development LLC
TX	Mckinney	352584	116 S Custer Rd	75070-6107	(972)347-6164	Jai Meladi Donut of Dallas, LLC
TX	Nacogdoches	354857	2801 North St	75965-2859	(936)305-5123	Diya Nacogdoches Texas, LLC
TX	New Braunfels	358743	1667 W State Highway 46	78132-4751	(830)327-1240	Sai 6 Franchising, LLC
TX	Orange	359776	12099 Farm To Market Road 1442	77632-	(409)216-8542	Shahbaz Raza
TX	Pasadena	351331	4130 Fairmont Pkwy	77504-3302	(346)771-8064	HZ T Treats, LLC
TX	Plano	306422	2001 Coit Rd	75075-3734	(214)718-8789	SFG DBR #306422, LLC
TX	Rosenberg	365730	23601 Southwest Fwy	77471-	(346)651-2901	HZ T Treats, LLC
TX	Rowlett	352267	2101 Lakeview Pkwy	75088-	(469)759-1388	QUALITY BRAND GROUP TEXAS LLC
TX	San Antonio	351214	12311 Nacogdoches Road	78217-	000-000-0000	SAI 1 FRANCHISING, LLC
TX	San Antonio	351985	9230 Potranco Rd	78251-	(210)451-0929	Mesquite Country Business Venture, LLC
TX	San Antonio	353432	18235 Bulverde Rd	78259-	(210)530-8342	SAI 3 Franchising, LLC
TX	San Antonio	354668	23503 Hardy Oak Blvd	78258	210-7717156	SAI FRANCHISING 4, L.L.C.
TX	San Antonio	355680	7272 Culebra Rd	78251-1304	(210)370-3566	7272 DONUTS, INC.



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	San Antonio	357201	21715 W Interstate 10	78257-2109	(210)600-3270	DOMINION DONUTS, INC.
TX	San Antonio	358703	11910 Blanco Road	78216-2550	(210)910-5009	SAI 7 Franchising, LLC
TX	San Antonio	358705	11330 Potranco Rd.	78253-	(210)236-9708	Empresario Donuts Inc
TX	San Antonio	359574	2882 Thousand Oaks	78232-	(210)963-6003	SAI 8 Franchising, LLC
TX	San Antonio	363086	627 Bandera Road	78228-	000-000-0000	627 Bandera Donuts, Inc.
TX	San Antonio	363815	5523 E. Evans Road	78261-	(210)963-6004	SAI 10 Franchising, LLC
TX	San Antonio	363902	14048 Culebra Rd. Suite 118	78254-	(210)255-1167	Kallison Donuts Inc
TX	San Antonio	364571	150 South Ww White Road	78219-	(210)233-9649	150 Donuts, LLC
TX	San Antonio	366164	2246 Southeast Military Drive	78223	(210)236-9811	City Base Donuts LLC
TX	Spring	351716	6127 Fm 2920 Rd	77379-2603	(832)639-8820	EKTA Holdings Inc.
TX	Spring	356329	2222 Rayford Rd	77386-	(346)672-4004	HZ T Treats, LLC
TX	Spring	356586	2203 Spring Stuebner Rd	77388-4816	(346)756-9444	HZ T Treats, LLC
TX	Spring	362762	24211 Kuykendahl Road	77389-	(346)534-5008	HZ T Treats, LLC
TX	Temple	362967	7451 West Adams Avenue	76502-	(254)314-2006	Temple Donuts Inc
TX	Tomball	353795	11523 Spring Cypress Road	77377-	000-000-0000	CYPRESS DONUTS, LLC
TX	Tyler	353252	1400 W Southwest Loop 323	75701-7203	(903)201-6990	Diya Southwest Tyler Texas, LLC
TX	Vidor	357325	580 N Main St	77662-4940	(409)422-8004	HZ T Treats, LLC
TX	Waco	357958	1701 Hewitt Dr	76712-8660	(254)294-8869	HEWITT DONUTS, INC.
TX	Wichita Falls	356895	4519 Kemp Blvd	76308-	(940)386-3716	D2J Solution LLC
TX	Windcrest	351500	5105 Walzem Rd	78218-2120	(210)277-7030	AFCO Bakeries No. 1, LLC
TX	Winnie	355399	36311 Interstate 10 W	77665-6803	(409)374-2010	Shahbaz Raza
UT	Saint George	365723	2557 S. River Rd Suite #1	84790-	(435)319-4446	Dunk Stg, LLC
VA	Alexandria	335717	3325 Jefferson Davis Hwy	22305-3125	(703)548-2413	DVA Jefferson-3325, LLC
VA	Alexandria	343294	1500 Belle View Blvd	22307-	(703)778-1135	NOVA CBC, LLC
VA	Arlington	342341	3520 Lee Hwy	22207-3717	(703)294-4024	DVA Lee-3520, LLC
VA	Ashburn	341252	42876 Truro Parish Dr	20148-4409	(703)723-0350	DVA Truro Parish-42876, LLC
VA	Ashburn	359114	44135 Ashbrook Marketplace Plaza	20147-	(571)291-9465	Vigario Investment Fifteen, LLC
VA	Boyce	348237	8153 John Mosby Hwy	22620-2015	(540)837-9080	Winchester Donuts, L.L.C.
VA	Chantilly	362764	42204 McGraw Ridge Drive	20152-	(202)823-3414	GUM SPRING DONUTS LLC
VA	Charlottesville	362637	160 Riverbend Drive	22911-	(434)218-4210	JBAR RIVERBEND LLC
VA	Dumfries	301767	18021 Main St	22026-2403	(703)441-1837	Dumfries Donuts, Inc.
VA	Fairfax	353496	12701 Shoppes Ln	22033-3834	(703)818-7480	Vigario Investment Eight, LLC
VA	Falls Church	335956	5701 Columbia Pike	22042-	(571)481-4239	DVA Columbia-5701, LLC
VA	Fort Belvoir	349159	7500 Heller Loop	22060-	000-000-0000	Sodexo Operations, LLC
VA	Fredericksburg	351301	551 Warrenton Road	22406-	000-000-0000	Shrikrishna 1 Corporation
VA	Fredericksburg	359071	1800 Carl D Silver Parkway	22401-4940	(540)207-8082	RIYA BJS LLC
VA	Fredericksburg	362639	2203 Plank Rd	22401-5226	(540)899-2007	RIYA ENTERPRISES LLC
VA	Hopewell	340310	5113 Oaklawn Blvd	23860-7333	(804)352-7968	JLA - Donuts, LLC

2026 Baskin-Robbins FDD



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
VA	King George	355814	5231 James Madison Parkway	22485-	(540)413-1404	AASHNI ENTERPRISES LLC
VA	Lake Ridge	341545	2201 Old Bridge Rd	22192-3007	(703)490-5035	NOVA CBC, LLC
VA	Leesburg	307670	521j E. Market St	20176-4113	(703)777-2694	Leesburg LGS LLC
VA	Luray	357066	1046 Us Highway 211 W	22835-5245	(540)860-0516	Luray LGS LLC
VA	Manassas	352073	7421 Sudley Rd	20109-2614	(703)331-3002	Vigario Investment Seven, LLC
VA	Manassas	354632	7797 Centreville Rd	20111-	(703)331-0160	Vigario Investment Nine, LLC
VA	Manassas	358631	13414 Dumfries Road	20112-	(571)399-7933	Vigario Investment Twelve, LLC
VA	Manassas	363525	8625 Sudley Rd	20110-4515	(703)330-4411	VIGARIO INVESTMENT NINETEEN, LLC
VA	McLean	343544	8119 Watson St	22102-	(703)829-1610	DVA Watson - 8119, LLC
VA	Midlothian	340884	13847 Hull Street Rd	23112-2003	(804)818-2429	JLA - Donuts, LLC
VA	Springfield	363684	6310 Backlick Road	22150-	(703)569-9764	Springfield (VA) Donuts, Inc.
VA	Stafford	303740	305 Garrisonville Rd	22554-1579	(540)659-4223	Shrikrishna Corporation
VA	Staunton	340875	1028 Richmond Ave	24401-4904	(540)885-5147	Staunton Richmond LLC
VA	Stephens City	343316	760 Warrior Dr	22655-	(540)868-9693	Winchester Donuts, L.L.C.
VA	Sterling	335797	47010 Community Plz	20164-1889	(703)202-8091	DVA Community-47010, LLC
VA	Virginia Beach	306326	3900 Holland Rd	23452-2805	(757)463-1748	Virginia Donuts XXXXVII, LLC
VA	Winchester	337642	1462 N Frederick Pike	22603-8677	(540)722-3800	Winchester Donuts, L.L.C.
VA	Woodbridge	304706	13607 Richmond Hwy	22191-2004	(703)491-8089	Woodbridge Donuts, Inc.
VA	Woodbridge	341409	13585 Minnieville Rd	22192-4238	(703)590-3544	Jerome And Brenda And Associates, Inc.
VA	Woodstock	330215	345 W Reservoir Rd	22664-1000	(540)459-5800	Winchester Donuts, L.L.C.
WI	Baraboo	363602	1241 Kalahari Drive	53913-	(608)254-1111	Tmart Operations I, LLC
WI	Beaver Dam	364112	828 Park Ave.	53916-	(920)392-4258	Tmart Operations I, LLC
WI	Cottage Grove	363732	110 Limestone Pass	53527-	(608)860-1788	Tmart Operations I, LLC
WI	Cudahy	363487	6250 South Packard Avenue	53110-	(224)471-4816	Milwaukee Coffee Hospitality Cudahy LLC
WI	Eau Claire	352792	2836 North Clairemont Avenue	54703-	(715)598-1500	Tmart Operations I, LLC
WI	Franklin	364076	5444 West Rawson Avenue	53132-	(773)849-8575	Milwaukee Coffee Hospitality Franklin Inc
WI	Grand Chute	365163	4295 W College Avenue	54914-	(920)851-9024	DAIRYLAND OPERATIONS, LLC
WI	Hales Corners	351364	5480 South 108th St	53130-	000-000-0000	MILWAUKEE COFFEE HOSPITALITY HALES CORNER LLC
WI	Janesville	342377	1905 Center Ave	53546-	(608)554-3079	Shamrock Coffee, Inc.
WI	Kenosha	350367	4028 75th St.	53142-	000-000-0000	MILWAUKEE COFFEE HOSPITALITY KENOSHA LLC
WI	Manitowoc	359562	3506 Calumet Ave	54220-5430	(920)717-8065	DAIRYLAND OPERATIONS, LLC



Exhibit G-4
List of Combo Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WI	Marshfield	352357	915 North Central Avenue	54449-	(715)898-1450	Tmart Operations I, LLC
WI	Menomonee Falls	358461	N82 W15272 Appleton Ave	53051-	(262)875-9171	Milwaukee Coffee Hospitality Menomonee Falls #2 LLC
WI	Milwaukee	349089	612 West Wisconsin Avenue	53203-	(414)347-1599	LAXMI MA, LLC
WI	Mukwonago	365653	150 Bayview Road	53149-	(262)450-1811	MILWAUKEE COFFEE HOSPITALITY MUKWONAGO INC.
WI	Muskego	359927	W190 S7797 Racine Ave	53150-	(262)263-9773	MILWAUKEE COFFEE HOSPITALITY MUSKEGO INC.
WI	Oshkosh	359721	1650 Oshkosh Ave	54902-2640	(920)365-2202	Tmart Operations I, LLC
WI	Oshkosh	364182	1590 W South Park Avenue	54902-	(920)718-0718	DAIRYLAND OPERATIONS, LLC
WI	Paddock Lake	363820	24602 75th Street	53168-	(262)586-5122	QUICK SERVE RETAIL LLC
WI	Platteville	350611	245 East Business Highway 151	53818-	(608)433-2244	Tmart Operations I, LLC
WI	Racine	341519	6026 Washington Ave	53406-4024	(262)884-0404	Manvee, Inc.
WI	Rice Lake	364579	2005 South Main Street	54868-	(715)822-0099	DAIRYLAND OPERATIONS, LLC
WI	Stevens Point	362678	617 Division St	54481-1841	(715)225-6271	Tmart Operations I, LLC
WI	Superior	364440	110 East 2nd Street	54880-	(715)919-2240	Tmart Operations I, LLC
WI	Sussex	359935	249 Wisconsin 164	53089-	(262)232-4523	MILWAUKEE COFFEE HOSPITALITY SUSSEX LLC
WI	Wales	362692	511 North Wales Road	53183-	(262)623-9895	Milwaukee Coffee Hospitality Wales LLC
WI	Wausau	359438	110 W Bridge St	54401-	(715)660-0015	Tmart Operations I, LLC
WI	West Bend	359468	1610 W Washington St	53095-	(262)622-8148	DAIRYLAND OPERATIONS, LLC
WI	Wisconsin Dells	349710	2415 Wisconsin Dells Parkway	53965-	(608)253-5353	Tmart Operations I, LLC
WV	Falling Waters	354117	42 Vantage View Dr	25419-	(304)274-6187	GIGA RETAILS INCORPORATED
WV	Martinsburg	358056	980 Foxcroft Ave	25401-1835	(304)229-2115	INCORPORATED
WV	Ranson	342994	33 W. Virginia Way	25438-4881	(304)724-7030	Goldwater Ranson, LLC
WY	Fe Warren Afb	357148	6305 Missile Dr	82005-2409	(307)222-2694	CHC MGMT LLC

EXHIBIT G-5 TO THE BASKIN-ROBBINS FDD

**LIST OF COMBO RESTAURANT FRANCHISEES WITH SIGNED FRANCHISE
AGREEMENTS NOT YET OPERATIONAL**



Exhibit G-5
List of Combo Restaurant Franchisees With
Signed Franchise Agreements But Not
Yet Operational
As of December 28, 2025

State	City	Restaurant #	Address	Franchisee	Franchisee Phone

None

EXHIBIT G-6 TO THE BASKIN-ROBBINS FDD
LIST OF COMBO RESTAURANT DEVELOPERS



Exhibit G-6
List of Restaurant Developers
As of December 28, 2025

State	Developer	Developer Phone
AZ	PAGE OIL, INC	kang.eugene89@gmail.com
CO	NARMADE INC	bhaves356patel@gmail.com
GA	Middle GA Donuts LLC	Navnit.patel@qsrgroup.net
LA	Aakash Management Company LLC.	nainajinnah@yahoo.com
MI	SAI Empire Group LLC	schowdari@empirehg.com
MI, WI	Tmart Operations I, LLC	salsakerdd@gmail.com
TX	PSP Franchising, LLC	psppfranchising@gmail.com

EXHIBIT H-1 TO THE BASKIN-ROBBINS FDD

LIST OF BASKIN-ROBBINS RESTAURANTS THAT CEASED TO OPERATE AND
FORMER BASKIN-ROBBINS RESTAURANT FRANCHISEES



Exhibit H-1
List of Restaurants that Ceased to Operate and
Former Restaurant Franchisees
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone / Email
1	Dehuti Patel	Midland City	AL	334-3804523
1	Jason Moore	Fort Smith	AR	479-2526556
3	David Blackmon	De Queen	AR	870-3562130
1	Peter Cicero	Yuma	AZ	928-4466945
1	Junjie Zhou	Flagstaff	AZ	928-2660628
1	Sadik Mukadam	Wilmington	CA	949-3502266
1	Rajesh Cheethirala	Redwood City	CA	408-5923765
1	Sean Lee	Gardena	CA	sseanlee23@gmail.com
1	Genaro Fernandez	Santa Rosa	CA	707-9681982
1	William Sunstrum	Oceanside	CA	790-5251031
1	Khawaja Hussain	Diamond Bar	CA	714-3926395
	Ramona Burns	Denver	CO	jking9191@yahoo.com
6	Alison Thomas	Wheat Ridge	CO	dessertsonly@hotmail.com
3	Lindsey Millet	Longmont	CO	303-6592954
2	Andrea Jensen-Bunce	Arvada	CO	303-3494623
1	Melinda Gutmann	Springfield	IL	217-7414125
	GHABER Enterprises, LLC	Kansas City	KS	racinejr.ernst@gmail.com
1	Alvaro Pertuz	Shreveport	LA	318-5731424
1	Robert Park	Ann Arbor	MI	248-3904966
1	Shannon Barker	Saint Louis	MO	314-5668189
1	Afzal Aman	Dexter	MO	573-757-5715
1	Kamlesh Patel	Starkville	MS	kamleshpt@gmail.com
1	Moheeb Alsaidi	Fulton	MS	662-8441624
1	Rakesh Patel	Hazlehurst	MS	601-5402624
	Zayn Scoops LLC	Charlotte	NC	viralpatel7802@gmail.com
1	Jeffrey S Klein	Henderson	NV	702-3555555
1	Badal Aurora	Northport	NY	917-2970030
2	Kalapikumar Patel	Tulsa	OK	918-5083632
	Dharmendra Patel, Anand Patel and Jigneshkumar G Patel		TN	dpatel8810@gmail.com
1	Carol Hunt	Mcdonald	TN	901-7438250
1	Alvaro Pertuz	Highland Village	TX	318-5731424
	Mir Ali	Houston	TX	miralichevron@gmail.com
1	Vanessa Hauser Herrera	El Paso	TX	vhauserherrera@gmail.com
1	Cheng-Fu Huang	Grand Prairie	TX	brdallas@gmail.com
1	Connie Riggle	Yakima	WA	riggle4681@msn.com

EXHIBIT H-2 TO THE BASKIN-ROBBINS FDD

LIST OF BASKIN-ROBBINS RESTAURANT TRANSFERS (TRANSFEROR)



Exhibit H-2
List of Restaurant Transfers
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
1	David Blackmon	Danville	AR	(479)495-2612
2	Terence Sy	Tucson	AZ	(520)531-9198
1	Megan Park	Alhambra	CA	(626)458-0898
2	Roma Vilash	Carmichael	CA	(916)481-2379
1	James Chiang	Corona	CA	(951)268-6690
1	Janet Wood	Costa Mesa	CA	(949)645-8173
2	Syed Kirmani	Dublin	CA	(925)828-6033
1	Malgorzata Szafran	Grass Valley	CA	(530)274-3188
1	Sharon Cassella, Jenny Gardner	Jackson	CA	(209)223-5422
1	Harjeet Badhwar	Livermore	CA	(925)371-7031
1	Grace Byers	Los Angeles	CA	(310)836-4546
1	Asif Jadwet	Newbury Park	CA	(805)499-3777
1	Hoiwon (Justin) Kim, Hanna Lee	Orange	CA	(714)634-4900
1	Armen Haghverdi	Pasadena	CA	(626)351-0411
1	Katherine Wilson	Pleasanton	CA	(925)463-3161
1	Mamta Makol	Redwood City	CA	(650)365-0331
1	Hector Ruiz	San Diego	CA	(619)255-8402
1	Asiya Asif & Syed Asif	San Jose	CA	(408)946-3800
1	Phung Huynh	San Jose	CA	(408)225-3100
1	Ehab Youssef	San Mateo	CA	(650)289-9778
1	Guillermo Martinez, Newieliza Martinez	San Mateo	CA	(650)348-2454
1	Jeffrey W Chappell Joanne L Chappell	Stockton	CA	(209)464-2212
1	Arshpreet Kaur	Ventura	CA	(805)492-0042
1	Anvar Tulyag	Visalia	CA	559-909-0679
1	Taylor Thomson	Aurora	CO	(303)368-9000
1	Sung Min Park	Colorado Springs	CO	(719)597-7072
1	Mark Johnson	Colorado Springs	CO	(719)619-6983
1	Vijay Patel, Praful Patel	Lakeland	FL	(863)688-4168
1	Claire Elrod	Columbus	GA	(706)507-3300
1	Stephen Mancini	Roswell	GA	(770)299-1230
1	Youliang Huang	Indianapolis	IN	(317)259-8888
1	Ashish Gupta	Indianapolis	IN	(317)259-8888
1	Mukesh Naik	Louisville	KY	(502)290-1117
1	Avani Patel	Troy	MI	(248)689-8509
1	Richard Serna	Rio Rancho	NM	(505)994-3057



Exhibit H-2
List of Restaurant Transfers
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
2	Richard C Serna	Santa Fe	NM	(505)474-3131
1	Barbara Gonzalez & Nathan Jones	Sparks	NV	(775)354-0163
1	Sonya Patel	Oklahoma City	OK	(405)418-4191
1	Teresa C Gravelle	Madison	TN	(615)860-2205
1	Todd Finkel, Melissa Finkel	Austin	TX	(512)291-8500
1	Raj Poolapally	Cypress	TX	(281)379-7007
1	Noorali Panjwani	San Antonio	TX	(210)699-3911
2	Jeff Guidry, Lilia Cuetara Andion, Paloma	San Antonio	TX	(210)402-3151
1	Nhut Vu Nguyen	Everett	WA	(425)259-6336
1	Young W Son and Kyung Sook Son	Marysville	WA	(360)659-0777

50

EXHIBIT H-3 TO THE BASKIN-ROBBINS FDD

LIST OF COMBO RESTAURANTS THAT CEASED TO OPERATE AND FORMER
COMBO RESTAURANT FRANCHISEES



Exhibit H-3
List of Restaurant Franchisees Who Had
Restaurants Cease to Operate
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone / Email
1	Jerome Johnson	Washington	DC	703-5859002
1	Jerome And Branda And Associates, Ir	Washington	DC	703-892-0452
1	Ahmed Rasool	Orlando	FL	407-9242664
1	CDN, LLC	Tampa	FL	908-3042852
1	Joumana Lollobrigida	Temple Terrace	FL	joumana.lollobrigida@gmail.com
1	Reena Choksi	Clearwater	FL	732-4529331
1	234 Investment LLC	Dublin	GA	678-5510147
1	Andrew Hasson	Hampton	GA	Andrew.Hasson@dunkinbrands.com
1	Chehar Atlanta Group, LLC	Decatur	GA	630-9264476
1	Shamran Kurani	Atlanta	GA	678-9578004
1	Abdul Malik Hussain	Chicago	IL	Abdul9000@aol.com
1	Alka Patel	Barrington	IL	alkaddbr@gmail.com
1	Nassereddin Meherally	Lincolnwood	IL	meherally1@gmail.com
1	Sanjeev Khatau	Oak Forest	IL	630-5440192
1	Chirag Patel	Saint John	IN	balkrishnpatel@sbcglobal.net
1	Naresh Bhadiyadara	Charlotte	NC	201-8934975
1	TASTY DELITES, LLC	Charlotte	NC	310-7101260
1	Anthony Santarelli	Secaucus	NJ	afsanta57@aol.com
2	BMD MGMT NORTH LLC	Pompton Plains	NJ	201-9267105
1	Chandresh Bhatt	Roseland	NJ	superdonuts@aim.com
1	Christopher Anderson	West Orange	NJ	201-8712079
1	Mamoon Ahmed	Clifton	NJ	mamoon.ahmed415@gmail.com
1	Mary Ann Mascia	Hillsborough	NJ	ddqueenmary@aol.com
1	Mohammed Haque	Paterson	NJ	862-7631271
1	Rose Boylan	Emerson	NJ	g.rose1@verizon.net
1	Amir Siddique	Brooklyn	NY	917-9391905
2	CBDA Funding, LLC	Brooklyn	NY	603-6696194
1	Chandan Kumar Sengupta	New York	NY	chandansen2003@yahoo.com
1	Chaudhry Ahmad	Brooklyn	NY	fsassociatesny@gmail.com
2	Chirag Shah	Bronx	NY	973-9319410
2	Copley Coffee Holdings, LLC	New York	NY	617-2495353
1	Cross County Partners, LLC	Saint James	NY	516-2502822
1	Daniel Feinstein	Jericho	NY	917-8602849
2	Gulam Choudhury	Farmingville	NY	db1311@hotmail.com
1	Hemang Champaneria	New York	NY	hemangc@gmail.com



Exhibit H-3
List of Restaurant Franchisees Who Had
Restaurants Cease to Operate
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone / Email
1	Howard Novick	New York	NY	516-3189968
1	Hudson Group (HG) Retail, LLC	Jamaica	NY	201-8321031
1	Lalmir Sultanzada	New York	NY	lalmir@aol.com
1	Michael Imperato	North Babylon	NY	mikesdonuts@yahoo.com
3	Prabir Mitra	Long Island City	NY	NYdonut@aol.com
2	Srinivasa Rao Tummalapenta	New York	NY	732-4062445
1	Stephan Shelton	Lindenhurst	NY	516-6352502
1	TBG FAC Holdings, LLC	Goldens Bridge	NY	212-5990322
1	David Sisson	Lorain	OH	dsissonjr@gmail.com
1	Lisette Amiel	Tonkawa	OK	702-8456951
2	Ashwin Patel	Lebanon	PA	717-4435011
1	Harold Selzer	York	PA	hselzer718@gmail.com
1	Manoj Patel	Souderton	PA	manojrpatel@gmail.com
1	Ayse Schablik	Memphis	TN	802-3052341
	New York Donuts Group, Inc.	Houston	TX	Modasil@dunkstuff.com
1	Abdolhossein Ejtemai	Arlington	VA	410-6477300
1	Ankit Patel	Fredericksburg	VA	302-8581396
1	Heera Simon	Chesapeake	VA	757-7730268
1	Sodexo Operations, LLC	Lynchburg	VA	301-9874487

62

EXHIBIT H-4 TO THE BASKIN-ROBBINS FDD

LIST OF COMBO RESTAURANT TRANSFERS (TRANSEEROR)



Exhibit H-4
List of Restaurant Transfers
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
10	Nick Bhatt	American Canyon	CA	(707)320-0685
2	Alexander DaSilva, Parvez Sharifipour	Saint Pete Beach	FL	(727)201-9713
1	Paras Kayastha	Addison	IL	(630)773-9890
1	Vishal Shah	Chicago	IL	(773)545-9875
1	Manoj Patel	Pontiac	MI	(248)758-1900
33	Bryce Bares	Papillion	NE	(402)884-6898
2	Sneha Patel	Emerson	NJ	(201)261-1316
1	Hamed Saraj	Englewood	NJ	(201)227-1900
1	Salvatore Biazzo & Barbara Biazzo	Fairfield	NJ	(973)276-7966
1	Hsin Kuang Lin, Chingwen Lin, Jyhdar Chen, Shioh Chen	Newark	NJ	(973)416-1800
1	Stuart Cohen	Huntington Station	NY	(631)547-1685
1	Matthew Dolan	Geneva	OH	(440)466-1847
1	Shahbaz Raza	Kay	OK	(580)225-2561
9	Hetal Patel, Syed Nadeem Kirmani	Tyler	TX	(903)201-6990

EXHIBIT I
TO THE BASKIN-ROBBINS FDD
FORM OF GENERAL RELEASE

FORM OF RELEASE AGREEMENT
(Subject to Change by Baskin-Robbins Franchising LLC)

This **RELEASE AGREEMENT** (the “**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by and between Baskin-Robbins Franchising LLC (“**Franchisor**”), _____ (“**Franchisee**”).

BACKGROUND

A. Franchisor and Franchisee entered into that certain Baskin-Robbins® Franchise Agreement dated _____, _____ (“**Franchise Agreement**”) for the development and operation of that certain Baskin-Robbins® restaurant located at _____ (“**Franchised Restaurant**”).

B. [Note: Describe the circumstances relating to the release.]

C. For the reasons described herein, Franchisee now desires to release any and all claims that may exist relating to the Franchise Agreement and Franchisee’s relationship with Franchisor.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. [Note: Describe any term(s) agreed to by the parties]

2. **Franchisee Release.**

a. Franchisee, on behalf of itself and their predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, trustees, beneficiaries, successors, and assigns (collectively, the “**Franchisee Parties**”), do hereby absolutely and irrevocably release and discharge Franchisor, its predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, successors, and assigns (collectively, the “**Franchisor Parties**”), of and from any and all claims, obligations, debts, proceedings, demands, actions, causes of action, liabilities, costs, expenses, losses and damages, whether known or unknown, vested or contingent, which any of the Franchisee Parties now has, ever had, or, but for this release, hereafter would or could have against any of the Franchisor Parties as of the Effective Date directly or indirectly relating to or arising out of the Franchise Agreement, the Franchised Restaurant, or the relationship between Franchisor or its affiliate, on the one hand, and any of the Franchisee Parties, on the other hand (collectively, the “**Released Claims**”).

b. Franchisee, on behalf of itself and the other Franchisee Parties, represent and warrant to Franchisor that none of them has assigned or otherwise sold, conveyed, transferred, pledged, or granted a security interest in or lien upon any of the Released Claims. Franchisee, on behalf of itself and the other Franchisee Parties, covenant not to sue any of the Franchisor Parties (or any of their respective successors and assigns) on or related to any of the Released Claims.

c. To the extent applicable, the parties acknowledge that they are familiar with the provisions of California Civil Code Section 1542 (which reads “**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**”) and any other similar applicable law or regulation. The Franchisee Parties, on behalf of themselves and each of the other Franchisee Releasing Parties, hereby waive and relinquish every right or benefit which they have under Section 1542 of the Civil Code of the State of California and any other similar applicable law or regulation, or any other law, rule or regulation limiting the effectiveness of releases, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the Franchisee Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is the Franchisee Parties’ intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

3. General Provisions.

a. Construction. The Background is incorporated herein by reference and made a part of this Agreement. If Franchisee is comprised of more than one individual or entity, then all representations, warranties, liabilities and obligations of the relevant party shall be joint and several among the relevant parties. The captions of the sections and paragraphs of this Agreement are intended only as aids in locating provisions hereof, are not a part of the context hereof and shall be ignored in construing this Agreement. Capitalized terms used but not defined herein shall have the meaning given to them under the Franchise Agreement. Wherever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neutral form, and the singular forms of nouns and pronouns shall include the plural, and vice versa. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. References to any contracts, instruments or agreements shall include any and all amendments, restatements, extensions, supplements or other modifications to those contracts, instruments or agreements from time to time. The words “include,” “including,” and words of similar import shall be interpreted to mean “including, but not limited to” and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of their participation in the drafting of this Agreement. This Agreement may be executed in more than one counterpart, and by electronic signature, each of which constitutes an original.

b. Binding Effect. This Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

c. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws rules. All legal proceedings relating to this Agreement must be brought or otherwise commenced only in the state or federal courts of Georgia.

d. Entire Agreement; Amendments. This Agreement, and the documents referred to herein, represent the entire agreement among the parties hereto respecting the subject matter hereof. No statements, promises or representations have been made by any party hereto to any other, or relied upon by any party hereto, and no consideration has been offered, promised, or expected, except as expressly provided in this Agreement and the documents referred to herein. No waiver of or failure to enforce any provision in this Agreement shall be binding upon any party hereto unless made in writing and signed by that party. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought.

e. Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. No Related Party Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor or any of its affiliated entities shall have any liability for any obligations or liabilities under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement effective as of the Effective Date.

FRANCHISOR:

~~Baskin-Robbins Franchising~~ BASKIN-ROBBINS FRANCHISING LLC

By: _____

Its: _____

Print Name, Authorized Signatory

This Agreement is not binding upon the above entity or entities until executed by an authorized representative.

FRANCHISEE

By: _____

Print Name, Title

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

By: _____

Its: _____

EXHIBIT J
TO THE BASKIN-ROBBINS FDD

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

ELECTRONIC PAYMENT PROGRAM PARTICIPATION AGREEMENT

Introduction

Dunkin’ Brands, Inc., Dunkin’ Donuts Franchising LLC, and Baskin-Robbins Franchising LLC (collectively “Dunkin’ Brands”) have formulated marketing/payment programs for facilitating mobile and online payments by customers at or from restaurants approved to participate in such programs and a marketing program for the use by consumers of so-called pre-paid or stored value cards (“Stored Value Cards”) for purchases at or from restaurants approved to participate in that program (these are collectively referred to as the “Program”). The Program as currently constituted reflects, among other things, currently available technology and methods of operation developed at Dunkin’ Brands restaurants involved in the Program. The Program is anticipated to change over time and participating Dunkin’ Brands restaurants are expected to adhere to the changes to the Program as Dunkin’ Brands may from time to time require. The mobile and online payments aspects of the Program unrelated to pre-paid/stored value cards will be administered by Dunkin’ Brands, Inc. and with respect to those aspects of the Program this agreement is between you and Dunkin’ Brands, Inc. The pre-paid/stored value card aspects of the Program will be administered by SVC Service II Inc., a Dunkin’ Brands affiliate, and with respect to those aspects of the Program this agreement is between you and SVC Service II Inc. Dunkin’ Brands, Inc. has contracted with First Data Services, LLC to provide mobile and online payment processing and support services under the Program. SVC Service II Inc. has contracted with First Data Services, LLC to provide processing and support services under the Program with respect to the pre-paid/stored value card aspects of the Program. Dunkin’ Brands, Inc. and SVC Service II Inc. may from time to time contract with others in furtherance of the Program or to replace any or all of the services provided by First Data Services, LLC in connection with the Program. The words “we”, “us” and “our” mean Dunkin’ Brands, Inc. and SVC Service II Inc. individually and collectively. In this Agreement, the words “you” and “your” mean the franchisee (and, where the context relates to the use of Program services and Program obligations, others the franchisee selects to use the Program services, such as the franchisee’s employees, accountant, financial advisor, or any other person or agent logging on for the franchisee).

Web Enroll System: With the use of a password and a user-id, our Web Enroll System (“Web Enroll”) allows you to enroll in the Program electronically. To enroll in the Program, you must accept the Terms and Conditions set out below. This Web Enroll Electronic Payment Program Participation Agreement (the “Agreement”) establishes the Terms and Conditions of your participation in the Program. If you do not agree with the Terms and Conditions, do not log-on to Web Enroll. By clicking “I Accept” at the bottom of this Agreement, you accept to be bound by all the Terms and Conditions of this Agreement.

TERMS AND CONDITIONS

1) Adherence to the Program

You agree to comply with all the requirements of a Program user as the same may exist from time to time. These requirements include without limitation your obligation to support and participate in mobile and online ordering, purchases and payments, sell Stored Value Cards, redeem Stored Value Cards, follow required procedures for settlement of funds, assist in settling consumer disputes, and such other matters as are set forth below and as we may from time to time determine.

2) Access Rights

Upon our issuing you a password, and subject to your continued compliance with the Program, this Agreement and the Franchise Agreement, you are granted a limited, non-exclusive, non-transferable right to access and use the this Web Enroll site, the Program websites, Program card authorization, data retention and data transmission capabilities, and other Program associated technology. You agree that we or our licensors are the sole and exclusive owners of all worldwide right and title, including intellectual property rights, in and to this Web Enroll site, the Program websites, software or hardware facilitating mobile or online ordering, purchases and payments, Program card authorization, data retention and data transmission equipment, software and capabilities, and other Program associated technology. No rights beyond use in accordance with our requirements are granted to you. You will not, nor will you allow others to: (1) copy any associated technology, or reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from any Program associated technology or (2) write or develop any derivative or other software programs, based, in whole or in part, upon the Program associated technology or allow access to anyone other than permitted users.

3) Card Authorization, Processing and Data Retention and Transmission

a) You agree to install, use and maintain at your sole cost and expense the card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time. You will be required to rent or purchase the number of approved card readers or other technology we designate for your restaurant. Thereafter, you may be required to install, use and maintain at your sole cost and expense such additional, upgrade and replacement card authorization equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. b) You agree to install, use and maintain at your sole cost and expense the data retention and transmission equipment, software and capabilities, and/or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, approved by us for your restaurants from time to time.. Thereafter, you shall rent or purchase such additional, upgrade and replacement data retention and transmission equipment, software and capabilities, or other software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, as we from time to time direct. c) You agree that all credit card and debit card processing activities in the context of mobile and online payments, and further including specifically provisioning and processing of MIDs, authorization, data capture and processing, reconciliation, the TransArmor product and services and the Online PCI Validation Access services or their equivalent, are governed by the Merchant Agreements(s) or related agreement(s) between you and First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities which may be approved by us. d) You agree that, as the merchant of record in the context of mobile and online payments, you will adhere to all applicable requirements, obligations and responsibilities.

4) Technology Evaluation; Security; Use Restrictions

a) Our systems administrator will issue to each participating restaurant an application-level User ID and password. b) you agree that you are solely responsible for configuring, testing and implementing hardware, software, equipment and other technology or procedures to reliably and responsibly access or use the Program websites, mobile applications, Program card authorization, data retention and data transmission equipment, software and capabilities, software or hardware facilitating sale and redemption of Stored Value Cards and mobile or online ordering, purchases and payments, and other Program associated technology (the "Program Infrastructure"). By way of example and not by limitation, you are responsible for maintaining and ensuring the technical and physical security of the Program Infrastructure that you provide or maintain, or which is within your care, custody or control. Notwithstanding the foregoing, you agree that, in the event that we

specify certain requirements or standards relating to the Program Infrastructure, you shall at all times comply with all such requirements and standards.

You are responsible for administering user names and passwords and implementing user name, password and technical and physical security procedures to ensure that only permitted users are allowed to access or use the Program websites or other Program Infrastructure in the course of performing their duties as your employees. You are responsible for establishing levels of physical and technical security or access rights based on each of your employees' job responsibilities or position. You are responsible for adopting and implementing procedures to change user names, passwords or user codes when your employee's employment is terminated. You are responsible for educating your workforce about the appropriate uses of the Internet and the Program websites and other Program Infrastructure, including, but not limited to, your employees' "surfing" inappropriate websites and the necessity of maintaining technical and physical security of their user name and passwords. c) You agree not to reproduce, sell, or distribute all or any portion of the information provided or made available to you through the Program.

5) System Support

If you have trouble logging on, if you wish to report a problem with Web Enroll or if you have any reason to suspect that your User ID or password have been compromised, please contact us immediately at 1 (877) 800-2922. A representative will be available Monday through Friday from 7:00 AM to 7:00 PM, Eastern Standard Time. The Navigator monitors voicemails on weekends and holidays every 90 minutes from 7am-7pm Eastern Standard Time. A representative may not be available in the event of unexpected office closures.

6) Settlement of Funds

a) You agree to follow all procedures we specify to facilitate the settlement of Program funds, including without limitation, the execution of an automated clearing house (ACH) agreement in connection with Web Enroll, the execution of applicable Merchant Agreement(s) or related agreement(s) with First Data Services LLC, Bank of America N.A. and/or other applicable payment processing entities approved by us, and such other documents as we may from time to time require. b) You agree that we may initiate debit entries, credit entries and other adjustments to a bank account designated by you to facilitate the settlement of Program funds and you further agree that should any automated clearing house request or other request to transfer funds from any of your accounts be rejected, we may effect such transfer by electronic funds transfer or such other means as we may determine without the need of further consent from you. c) You agree to follow all recommended reconciliation procedures. You are responsible for comparing the daily terminal reports made available under the Program to each of your location's own records, including your bank statements.

7) Transaction Authorizations

Pursuant to the Program agreements with First Data Services, LLC (or its successor), you are solely responsible for obtaining authorization in advance of each transaction. You assume all risk of erroneous or fraudulently obtained authorizations, unless such erroneous or fraudulently obtained authorization is the result of an error caused by First Data Services, LLC or its successor, the third party processors of credit card, debit card and stored value card transactions and data for the Program. You agree that we have the right to utilize, at our sole discretion, or require you to utilize one or more fraud detection or mitigation tools during or in relation to processing of transactions, authorizations, activations, reloads and registrations. You agree that you shall accept and not contest the approval or declination of any such transaction or event, as may be determined by such fraud detection or mitigation tools and will be responsible for any chargebacks or other fees that result from any such transaction or event.

8) Payment Transaction Data

To enhance our ability to understand the make-up of the payment transaction types and other payment related issues (e.g., fraud and chargeback data) in the Dunkin' and Baskin-Robbins systems (collectively, the "System"), you hereby authorize First Data Services LLC, Bank of America N.A. and any other applicable payment processing entities which may be approved by us to provide services to you to give us access to information regarding your Restaurant's payment transactions, including all transaction level information and your merchant account (collectively, "Merchant Account Information"). We will keep all such Merchant Account Information confidential, but we may release information in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the System, and if required by law or any legal proceeding.

9) Fees and Costs

You shall promptly pay in the manner we from time to time specify all your Program fees and costs as the same may exist from time to time.

10) Exclusivity

During the term of this Agreement, other than your participation in the Program, you will not, either internally or through a third party, offer or participate in any other mobile or online ordering, purchasing or payment program or any other proprietary, closed network, online stored value card program at or through any Dunkin' or Baskin-Robbins restaurant. You may participate in "Hospitality Programs." Hospitality Programs are card programs that: (i) your restaurant is required to participate in by the host of such location (where the host is an entity within whose broader rules of operation the restaurant must operate, such as but not limited to, a school, university, hospital, or military PX); and (ii) do not involve the use of Dunkin' Brands, Inc.'s brands on the cards.

11) Limits on Our Responsibility

a) WE ARE NOT RESPONSIBLE FOR ANY LOSSES OF ANY KIND, DELAYS IN TRANSMISSION, OR CORRUPTION OR MISAPPROPRIATION OF DATA, WHETHER ARISING OUT OF THE USE OF ANY INTERNET SERVICE PROVIDER PROVIDING CONNECTION TO THE INTERNET, CAUSED BY ANY BROWSER SOFTWARE OR ANY OTHER TELECOMMUNICATIONS PROVIDER, CAUSED BY ANY PROGRAM INFRASTRUCTURE PROVIDED, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF YOU OR ANY THIRD PARTY PAYMENT PROCESSING ENTITY, CAUSED BY ANY FRAUD DETECTION OR MITIGATION TOOL, OR ANY OTHER CAUSE. NOR ARE WE RESPONSIBLE FOR ANY RISK RELATED TO THE LOSS OR THEFT OF, ALTERATION OR DAMAGE TO, OR FRAUDULENT, IMPROPER OR UNAUTHORIZED USE OF YOUR DATA, PASSWORD OR USER ID. b) IN NO EVENT SHALL WE, DUNKIN' BRANDS, INC. OR SVC SERVICE II INC., OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS), EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AGGREGATE LIABILITY OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. AND OUR AFFILIATES AND LICENSORS TO ALL PARTIES (WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY OR STRICT LIABILITY) UNDER THIS AGREEMENT OR BASED ON FRANCHISEE'S OR ITS PERMITTED USERS' USE OF THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR

HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY WILL IN NO EVENT EXCEED THE TOTAL FEES AND COSTS PAID BY YOU FOR THAT SPECIFIC PROGRAM WITHIN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE CAUSE OF ACTION. THE FOREGOING LIMITATION OF LIABILITY EXPRESSLY APPLIES TO ANY AND ALL PROGRAM WEBSITES, MOBILE APPLICATIONS, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY THAT IS PROVIDED BY, MAINTAINED OR WITHIN THE CARE, CUSTODY OR CONTROL OF SVC SERVICE II INC., DUNKIN' BRANDS, INC. OR OUR AFFILIATES. c) THIS WEB ENROLL AND OTHER PROGRAM WEBSITES, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY ARE PROVIDED "AS IS". SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. SVC SERVICE II INC., DUNKIN' BRANDS, INC., OUR AFFILIATES AND LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY OF FRANCHISEE'S OR A THIRD PARTY'S INFORMATION, DATA, EQUIPMENT, HARDWARE AND/OR SOFTWARE, THAT MAY BE LOST, DAMAGED OR CORRUPTED, DURING FRANCHISEE'S USE OF THE INTRANET, WORLD WIDE WEB, LICENSED TECHNOLOGY, RECOMMENDED TECHNOLOGY, PROGRAM CARD AUTHORIZATION, DATA RETENTION AND DATA TRANSMISSION EQUIPMENT, SOFTWARE AND CAPABILITIES, SOFTWARE OR HARDWARE FACILITATING MOBILE OR ONLINE ORDERING, PURCHASES AND PAYMENTS, PROGRAM INFRASTRUCTURE AND OTHER PROGRAM ASSOCIATED TECHNOLOGY OR ANY HOSTED APPLICATION.

12) Termination

a) Termination for Breach. We may terminate this Agreement upon written notice to you if you: (i) breach Section 4c), which shall be non-curable; (ii) materially breach Section 6) of this Agreement and fail to cure such breach within seven (7) days following written notice, (iii) materially breach any other section of this Agreement and fail to cure such breach within thirty (30) days following written notice, (iv) default under the Franchise Agreement or any other agreement with Dunkin' Brands, Inc. or one of its affiliates and such default remains uncured after the expiration of any applicable cure period. b) Termination for Other Reasons. This Agreement shall terminate on notice from us in the event that Dunkin' Brands no longer approves the use of the Program for franchisees in your market. This Agreement shall terminate automatically with respect to the applicable restaurant on the termination or expiration of your Franchise Agreement (provided there was no extension or renewal thereof by us). c) Effect of Termination. Upon termination of this Agreement, you shall immediately (i) cease using the Program websites or other Program Infrastructure, and (ii) certify to us within ten (10) days after termination that you have destroyed, or have returned to us all copies of all technology relating to the Program websites or other Program Infrastructure, whether or not modified or merged into other materials. All remedies available to us are cumulative.

13) Entire Agreement

This Agreement (and such Authorization Agreement(s) that you and your designee sign) contains the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation or inducement has been made by any party that is not embodied in this Agreement. Neither party is relying on anything other than the Terms and Conditions of this Agreement in deciding to enter into this Agreement. This Agreement cannot be amended except by written agreement signed by the party to be charged.

14) No Waiver

Any failure by us to exercise any power reserved to us hereunder, or to insist upon strict compliance by you with any term, covenant or condition in this Agreement, and any waiver by us of any breach of a term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition in this Agreement. Subsequent acceptance by us of the payments due to us hereunder, in whole or in part, shall not be deemed to be a waiver by us of any preceding breach by you of any term, covenant or condition of this Agreement. We may, in our sole discretion, waive or modify any obligation of other Program participants and no such waiver or modification shall obligate us to grant you a similar waiver or modification. Our acceptance of payments due under this Agreement from any other person or entity shall be deemed to be acceptance from such person or entity as your agent and not as recognition of such person or entity as your assignee or successor.

By clicking the “ACCEPT” button below, you agree to abide by the Terms and Conditions of this Agreement. If you do not agree, please click the “EXIT” button below.

EXHIBIT K
TO THE BASKIN-ROBBINS FDD
STATE EFFECTIVE DATES PAGE

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	March ~~27~~ <u>26</u> , ~~2025~~ <u>2026</u> (exempt)
Hawaii	~~April 7, 2025~~ <u>Pending</u>
Illinois	March ~~27~~ <u>26</u> , ~~2025~~ <u>2026</u> (exempt)
Indiana	March ~~30~~ <u>26</u> , ~~2025~~ <u>2026</u> (~~exempt~~)
Maryland	~~April 2, 2025~~ <u>Pending</u> (exempt)
Michigan	March ~~27~~ <u>26</u> , ~~2025~~ <u>2026</u>
Minnesota	~~See Separate FDD~~ <u>Pending</u>
New York	March ~~27~~ <u>26</u> , ~~2025~~ <u>2026</u> (exempt)
North Dakota	~~March 30, 2025~~ <u>Pending</u> (exempt)
Rhode Island	~~March 29, 2025~~ <u>Pending</u> (exempt)
South Dakota	~~April 30, 2025~~ <u>Pending</u>
Virginia	~~April 7, 2025~~ <u>Pending</u> (exempt)
Washington	~~April 5, 2025~~ <u>Pending</u> (exempt)
Wisconsin	~~March 27, 2025~~ <u>Pending</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L
TO THE BASKIN-ROBBINS FDD
RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

If Baskin-Robbins Franchising LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

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

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

Issuance Date: March ~~27~~26, ~~2025~~2026

The franchise sellers for this offering are _____, Baskin-Robbins Franchising LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March ~~27~~26, ~~2025~~2026, that included the following Exhibits:

A	List of State Agencies and Agents for Service of Process	~~D-4~~ <u>G-2</u>	~~Conditional Option(s) to Extend~~ <u>List of Baskin-Robbins Restaurant Franchisees With Signed Franchise Agreements But Not Yet Operational</u>
B	Financial Statements and Guarantee	~~E~~ <u>G-3</u>	~~State-Specific Appendices and Agreement Riders~~ <u>List of Baskin-Robbins Restaurant Developers</u>
C-1	Baskin-Robbins Franchise Agreement	~~F~~ <u>G-4</u>	~~Option to Assume Lease~~ <u>List of Combo Restaurant Franchisees</u>
C-2	Combo Franchise Agreement	~~G-5~~	~~Current Baskin-Robbins and~~ <u>List of Combo Restaurant Franchisees With Signed Franchise Agreements Not Yet Operational</u>
C-3	Non-Traditional Rider to the Baskin-Robbins Franchise Agreement	~~H~~ <u>G-6</u>	~~Former Baskin-Robbins and~~ <u>List of Combo Restaurant Franchisees Developers</u>
C-4	Incentive Addendum to the Baskin-Robbins Franchise Agreement	~~I~~ <u>H-1</u>	~~Form of General Release~~ <u>List of Baskin-Robbins Restaurants That Ceased to Operate and Former Baskin-Robbins Restaurant Franchisees</u>
C-5	Multi-Brand Addendum to the Baskin-Robbins Franchise Agreement	~~J~~ <u>H-2</u>	~~Electronic Payment Program Participation Agreement~~ <u>List of Baskin-Robbins Restaurant Transfers (Transferors)</u>
D-1	Baskin-Robbins ~~Store~~ Development Agreement	~~K~~ <u>H-3</u>	~~State Effective Dates Page~~ <u>List of Combo Restaurants That Ceased to Operate and Former Combo Restaurant Franchisees</u>
D-2	Combo ~~Store~~ Development Agreement	~~L~~ <u>H-4</u>	~~Receipts~~ <u>List of Combo Restaurant Transfers (Transferor)</u>
D-3	Incentive Addendum to the Baskin-Robbins ~~Store~~ Development Agreement	~~I~~	<u>Form of General Release</u>
<u>D-4</u>	<u>Conditional Option(s) to Extend</u>	<u>J</u>	<u>Electronic Payment Program Participation Agreement</u>

E	State-Specific Appendices and Agreement Riders	K	State Effective Dates Page
F	Option to Assume Lease	L	Receipts
G-1	List of Baskin-Robbins Restaurant Franchisees		

[\[Signatures on Next Page\]](#)

[\[SIGNATURE PAGE FOR RECEIPT\]](#)

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR FRANCHISEE

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement, and other information in plain language. Read this disclosure document and all agreements carefully.

If Baskin-Robbins Franchising LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

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

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

Issuance Date: March ~~27~~26, ~~2025~~2026

The franchise sellers for this offering are _____, Baskin-Robbins Franchising LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

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<u>D-4</u>	<u>Conditional Option(s) to Extend</u>	<u>J</u>	<u>Electronic Payment Program Participation Agreement</u>

E	State-Specific Appendices and Agreement Riders	K	State Effective Dates Page
F	Option to Assume Lease	L	Receipts
G-1	List of Baskin-Robbins Restaurant Franchisees		

[\[Signatures on Next Page\]](#)

[\[SIGNATURE PAGE FOR RECEIPT\]](#)

Date: _____

Signed: _____

Print Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Phone: (____) _____

Email: _____

COPY FOR ~~FRANCHISOR~~ [FRANCHISOR](#)