FRANCHISE DISCLOSURE DOCUMENT DUNKIN' DONUTS FRANCHISING LLC a Delaware limited liability company 130 Royall Street Canton, Massachusetts 02021 (781) 737-3000 www.DunkinFranchising.com



The Franchisor is DUNKIN' DONUTS FRANCHISING LLC ("Dunkin' Donuts" "we" or "DD"). We develop, operate and franchise retail stores utilizing the Dunkin' Donuts system in single-brand stores. Our franchised stores sell Dunkin' Donuts coffee, donuts, bagels, muffins, compatible bakery products, sandwiches, and other beverages.

The total investment necessary to begin operation of a DD franchise ranges from \$240,250 to \$1,699,850. This includes a range of \$55,360 to \$97,860 that must be paid to the franchisor or affiliate. This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Dunkin' Donuts Franchise Information, 3 East A, 130 Royall Street, Canton, MA 02021, 1-800-777-9983.

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 accountant.

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

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

Issuance Date: March 28, 2008

#### RISK FACTORS:

1. THE FRANCHISE AGREEMENT AND SDA PERMIT EITHER YOU OR US TO SUBMIT DISPUTES TO A COURT OR TO ARBITRATION. THE DECISION TO ARBITRATE OR TO SUBMIT THE DISPUTE TO THE COURT SYSTEM IS BINDING, EXCEPT THAT WE HAVE THE OPTION TO SUBMIT ANY OF THE FOLLOWING ACTIONS TO A COURT: COLLECTION OF FEES; INJUNCTIVE RELIEF; PROTECTION OF OUR INTELLECTUAL PROPERTY, INCLUDING PROPRIETARY MARKS; AND TERMINATION OF FRANCHISE AGREEMENT AND SDA FOR DEFAULT. ANY ARBITRATION WILL TAKE PLACE IN THE STATE IN WHICH THE STORE IS LOCATED. SOME STATES MAY HAVE LAWS REGARDING ARBITRATION/LITIGATION. SEE ADDENDA TO CONTRACTS AND/OR FDD REQUIRED BY VARIOUS STATES (APPENDIX II).

2. THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS LAW GOVERNS THAT AGREEMENT, AND THE SDA STATES THAT MASSACHUSETTS LAW GOVERNS THAT AGREEMENT.

THESE LAWS MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW OR LOCAL LAW MAY APPLY REGARDLESS OF THIS STATEMENT. SEE CAVEATS REQUIRED BY VARIOUS STATES (APPENDIX I) AND ADDENDA TO CONTRACTS AND/OR FDD REQUIRED BY VARIOUS STATES (APPENDIX II), INCLUDING: HAWAII, ILLINOIS, MICHIGAN, MINNESOTA, AND RHODE ISLAND. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

AGENTS AUTHORIZED TO RECEIVE SERVICE OF PROCESS ARE LISTED IN SCHEDULE A.

REGISTRATION OF THIS FRANCHISE WITH THE STATE DOES NOT MEAN THAT THE STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPLICABLE STATE ADMINISTRATOR(S) LISTED IN SCHEDULE B.

## NOT FOR USE IN: NORTH DAKOTA OR SOUTH DAKOTA

## STATE COVER PAGE

Your State may have a franchise law that requires a franchisor to register or file with a State franchise administrator before offering or selling in your State. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the franchise administrator listed in **Schedule B** for information about the franchisor or about franchising in your State.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following risk factors before you buy this franchise:

1. THE FRANCHISE AGREEMENT AND SDA PERMIT EITHER YOU OR US TO SUBMIT DISPUTES TO A COURT OR TO ARBITRATION. THE DECISION TO ARBITRATE OR TO SUBMIT THE DISPUTE TO THE COURT SYSTEM IS BINDING, EXCEPT THAT WE HAVE THE OPTION TO SUBMIT ANY OF THE FOLLOWING ACTIONS TO A COURT: COLLECTION OF FEES; INJUNCTIVE RELIEF; PROTECTION OF OUR INTELLECTUAL PROPERTY, INCLUDING PROPRIETARY MARKS; AND TERMINATION OF FRANCHISE AGREEMENT AND SDA FOR DEFAULT. ANY ARBITRATION WILL TAKE PLACE IN THE STATE IN WHICH THE STORE IS LOCATED. SOME STATES MAY HAVE LAWS REGARDING ARBITRATION/LITIGATION. SEE ADDENDA TO CONTRACTS AND/OR FDD REQUIRED BY VARIOUS STATES (APPENDIX II).

2. THE FRANCHISE AGREEMENT STATES THAT MASSACHUSETTS LAW GOVERNS THE AGREEMENT, AND THE SDA STATES THAT MASSACHUSETTS LAW GOVERNS THAT AGREEMENT. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date: See the next page for State effective dates.

## EXHIBIT A

#### STATE EFFECTIVE DATES

The following States 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.

The Franchise Disclosure Document is registered, on file or exempt from registration in the following States having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	March 28, 2008
Hawaii	pending
Illinois	pending
Indiana	March 28, 2008
Maryland	pending
Michigan	March 28, 2008
Minnesota	pending
New York	March 28, 2008
Rhode Island	pending
Virginia	pending
Washington	March 28, 2008
Wisconsin	March 28, 2008

This Disclosure Document is not registered in North Dakota or South Dakota.

In all the other States, the effective date of this Franchise Disclosure Document is March 28, 2008.

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#### **Other Exhibits**

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- Schedule B Directory of Administrative Agencies
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#### Item 23 Receipts

#### Item 1: The Franchisor, and any Parents, Predecessors and Affiliates

The Franchisor is Dunkin' Donuts Franchising LLC, which will be referred to as "**DD**", "**we**" or "**us**". The term "**you**" means the person, corporation, limited liability company, partnership or other legal entity that is granted the franchise (as well as the direct and indirect owners of any corporation, limited liability company, partnership, or other legal entity that becomes a franchisee).

We are a special purpose, Delaware limited liability company. Our principal place of business is 130 Royall Street, Canton, Massachusetts 02021. We currently do business under the mark *Dunkin' Donuts* and in the organizational name "Dunkin' Donuts Franchising LLC." Our agents for service of process are disclosed on Schedule A.

At the end of our last fiscal year, on December 29, 2007, there were 5,863 franchised *Dunkin' Donuts* stores operating in the United States and an additional 2,219 *Dunkin' Donuts* stores operating in 30 other countries, but no company-owned *Dunkin' Donuts* stores. Six of the franchised *Dunkin' Donuts* stores (both in U.S. and internationally) are operated on military bases. Some of these *Dunkin' Donuts* units are part of stores that operate with *Baskin-Robbins* operations ("Combo Stores"). We do not conduct any business activity other than franchising *Dunkin' Donuts* stores.

We are not currently offering Combo Stores, however, we are honoring existing commitments for the development of Combo Stores. If you are developing a Combo Store or purchasing an existing Combo Store, you will receive separate disclosure documents for each of the *Dunkin' Donuts/Baskin-Robbins* brands.

#### **Our Parent, Predecessors and Affiliates - The Securitization Financing Transaction**

Our parent company is DB Franchising Holding Company LLC ("**Franchisor Holdco**"), a Delaware limited liability company. Franchisor Holdco is a wholly-owned subsidiary of DB Master Finance LLC ("**DB Master Finance**"), a Delaware limited liability company. In turn, DB Master Finance is an indirect wholly-owned subsidiary of Dunkin' Brands, Inc. ("**Dunkin' Brands**"), a Delaware corporation.

We and our affiliate Baskin-Robbins Franchising LLC ("BR") are special purpose, Delaware limited liability companies, formed on or about March 15, 2006 as part of the Securitization Financing Transaction described below. Before May 26, 2006, the franchisors for these 2 brands were Baskin-Robbins USA LLC, originally a California corporation (formerly known as Baskin-Robbins USA, Co.), which was converted to a California limited liability company on March 1, 2006; and Dunkin' Donuts LLC, originally a Delaware corporation (formerly known as Dunkin' Donuts LLC, originally a Delaware corporation (formerly known as Dunkin' Donuts LLC, originally a Delaware corporation (formerly known as Dunkin' Donuts Incorporated), which was converted to a Delaware limited liability company on March 1, 2006. Before the Securitization Financing Transaction, Baskin-Robbins USA LLC and Dunkin' Donuts LLC were direct or indirect wholly-owned subsidiaries of Dunkin' Brands. Baskin-Robbins USA LLC and Dunkin' Donuts LLC continue to be direct or indirect, wholly-owned subsidiaries of Dunkin' Brands following the Securitization Financing Transaction and are the indirect parent companies of DB Master Finance.

DB Master Finance is a Delaware limited liability company that was formed on March 15, 2006 as part of the transaction to refinance the approximately \$1.5 billion in debt incurred when Dunkin' Brands was sold by Pernod Ricard, S.A. to investment funds sponsored by Bain Capital Partners, LLC, The Carlyle Group, and Thomas H. Lee Partners L.P. on March 1, 2006 (the "Securitization Financing Transaction"). These funds, through a holding company, own Dunkin' Brands Holdings, Inc., which, in turn, owns all of the shares of Dunkin' Brands.

As part of the Securitization Financing Transaction, existing franchise, store development and related agreements of the *Baskin-Robbins* and *Dunkin' Donuts* brands were transferred to Baskin-Robbins Franchised Shops LLC and Dunkin' Donuts Franchised Restaurants LLC (respectively, the "**BR Assets Holder**" and the "**DD Assets Holder**"), respectively, both of which are special purpose, wholly-owned Delaware limited liability subsidiaries of DB Master Finance that were formed on March 15, 2006. Also as part of the Securitization Financing Transaction, Baskin-

Robbins International LLC, a wholly-owned subsidiary of Baskin-Robbins LLC formed for the purpose of conducting certain international business relating to the *Baskin-Robbins* brand, transferred certain license agreements and related agreements, and certain related joint venture interests and rights relating to the BR Assets Holder or the DD Assets Holder, as applicable. The intellectual property of the *Baskin-Robbins* and *Dunkin' Donuts* brands were transferred to newly formed, special purpose Delaware limited liability companies, BR IP Holder LLC and DD IP Holder LLC, respectively (collectively, the "IP Holders").

At the time of the Securitization Financing Transaction, the IP Holders entered into a 99 year non-exclusive licensing agreement with DB Master Finance giving it the right to use and sublicense the use of the intellectual property related to the *Baskin-Robbins* and *Dunkin' Donuts* brands, including all trademarks. DB Master Finance has, in turn, licensed to BR and DD the right to use and sublicense the use of all intellectual property and trademarks necessary to operate their respective businesses. DB Master Finance has also entered into license agreements with Baskin-Robins Franchised Shops LLC and Dunkin' Donuts Franchised Restaurants, giving these companies the right to use all of the intellectual property and trademarks necessary to operate their respective businesses.

At the time of the Securitization Financing Transaction, BR and DD entered into a servicing agreement with Dunkin' Brands. Under the servicing agreement, Dunkin' Brands will provide all support and services required under franchise agreements entered into by each of these companies. Dunkin' Brands employs all the persons who will provide service to you under the terms of your franchise agreements. Under the servicing agreement, Dunkin' Brands will also provide all support and services required under franchise agreements transferred to the Franchise Assets Holders as part of the Securitization Financing Transaction. Dunkin' Brands will also assist these companies as applicable in managing the *Dunkin' Donuts* and *Baskin-Robbins* systems, marketing and offering new and renewal franchise agreements, implementing quality assurance programs and otherwise fulfilling their duties and obligations under their franchise agreements. Dunkin' Brands will receive weekly serving fees for the services it provides. If Dunkin' Brands fails to perform its obligation under the Servicing Agreement, then Dunkin' Brands may be replaced as the franchise service provider. However, as the franchisor, DD will always be responsible to make sure that all services and support are performed under their franchising agreements.

As part of the Securitization Financing Transaction, DB Master Finance, the Franchise Assets Holders and the IP Holders issued, pursuant to a base indenture, fixed rate notes in the initial principal amount of \$1.6 billion and variable funding notes under which DB Master Finance and its affiliated co-issuers can draw up to an additional \$100.0 million, on a revolving basis. All of the assets of DB Master Finance and its subsidiaries, including all *Baskin-Robbins and Dunkin' Donuts* franchise agreements, have been pledged as security for the debt incurred in the Securitization Financing Transaction.

Besides the affiliates and predecessors described above, other affiliates were formed at or around the time of the Securitization Financing Transaction to own certain assets of various predecessors or affiliates of Dunkin' Brands and to conduct the activities described below. These affiliates include: DB UK Franchising LLC, a Delaware limited liability company organized on March 15, 2006, which is the franchisor of the *Baskin-Robbins* system in the United Kingdom; DB Canadian Franchising ULC, a Nova Scotia unlimited liability company formed on March 20, 2006, which is the franchisor of *Dunkin' Donuts* and *Baskin-Robbins* stores in Canada; DB Canadian Supplier Inc. and DB Canadian Holding Company Inc., both of which are Delaware corporations formed on March 15, 2006 and which are the direct or indirect parent companies of DB Canadian Franchising ULC; and DB Real Estate Assets II LLC, both of which are Delaware limited liability companies formed on March 15, 2006 and which own or hold prime leases for properties that are leased or subleased to franchisees for the operation of stores. None of DB Real Estate Assets I LLC, DB Real Estate Assets II LLC, DB Canadian Supplier Inc., or DB Canadian Holding Company Inc. have ever operated *Dunkin' Donuts* or *Baskin-Robbins* stores, or offered franchises in any line of business.

#### **Our Predecessors' Prior Experience**

<u>The Dunkin' Donuts System</u>. Dunkin' Donuts Incorporated was incorporated on January 15, 1960, as Universal Food Systems, Inc., and changed its name on October 24, 1967. Dunkin' Donuts Incorporated's predecessor, Dunkin' Donuts of America, Inc. ("**DDoA**") a Massachusetts corporation incorporated June 24, 1954, was merged into Dunkin' Donuts Incorporated in December 1987. DDoA began operating *Dunkin' Donuts* stores in 1954 and began franchising in 1955. DDoA continuously granted franchises until it merged with Dunkin' Donuts Incorporated (now Dunkin' Donuts LLC, a Delaware limited liability company), which continuously granted franchises until the date of the Securitization Financing Transaction.

Mister Donut of America, Inc. ("**MDoA**"), formerly franchised coffee and doughnut stores under the name "Mister Donut." MDoA began offering franchises in 1959. MDoA was acquired by Dunkin' Donuts Incorporated on March 30, 1990. Most *Mister Donut* stores in operation at that time converted to the *Dunkin' Donuts* system. Many of the remaining *Mister Donut* stores signed Trademark License Agreements allowing them to use the *Mister Donut* trademark until February 28, 1997. After that date, those stores de-identified as *Mister Donut* stores. There are no stores currently operating in the U.S. under the *Mister Donut* name.

#### **Our Affiliates' Prior Experience**

<u>The Baskin-Robbins System</u>. Baskin-Robbins USA, Inc., a California corporation (now Baskin-Robbins USA LLC, a California limited liability company) began manufacturing and distributing ice cream products (itself or through third party vendors) in 1946. It began offering franchises in 1960. The former parent company of Baskin-Robbins USA, Inc., Baskin-Robbins Incorporated, a Delaware corporation (now Baskin-Robbins LLC, a Delaware limited liability company), granted area franchises for the manufacture of ice cream, frozen yogurt and other related products. As noted, all franchise and related agreements of these companies were transferred to Baskin-Robbins Franchised Shops LLC as of the date of the Securitization Financing Transaction.

Baskin-Robbins Incorporated was also the parent company of Baskin-Robbins International Company (now Baskin-Robbins International LLC, a Delaware limited liability company). Beginning in July 1976, Baskin-Robbins International Company entered into license agreements and joint and joint venture agreements with individuals or business entities outside the United States for the development and operation of *Baskin-Robbins* branded stores. Baskin-Robbins International Company does not operate any company-owned stores. As noted, certain license agreements and related agreements, and certain related joint venture interests and rights of Baskin-Robbins International LLC were transferred to the BR Assets Holder or the DD Assets Holder, as applicable, at the time of the Securitization Financing Transaction.

SVC Service II LLC ("**SVC**") is a Colorado limited liability company and a direct subsidiary of Dunkin' Brands. Since June 2006, SVC has managed and implemented the Stored Value Card, which as of the date this Disclosure Document was prepared was only available to *Dunkin' Donuts* stores in limited geographic areas. SVC's activities were managed by SVC Services LLC (SVC I) until June 2006, when SVC I transferred all its interests to Dunkin' Brands.

Allied Domecq PLC acquired the *Baskin-Robbins* system in 1973 and the *Dunkin' Donuts* system in 1990. Allied Domecq's principal business address was The Pavilion, Bridgewater Road, Bedminster Down, Bristol, England. Allied Domecq's business included the production and marketing of various spirits, wines and liquors. Allied Domecq PLC was known as Allied-Lyons PLC until September 1, 1994, when it changed its name to Allied Domecq PLC in connection with a merger. On July 26, 2005, Pernod Ricard S.A. acquired Allied Domecq PLC. Pernod Ricard S.A. has been primarily engaged in the manufacture and sale of wine and spirits, with its headquarters located in Paris, France (at 12, Place des Etats Unis, 75783 Paris cedex 16, France).

On December 12, 2005, Pernod Ricard S.A. and certain subsidiaries of Allied Domecq PLC entered into an agreement to sell Dunkin' Brands (including the *Dunkin' Donuts and Baskin-Robbins* systems) to the investment

funds described above. The closing of the sale occurred on March 1, 2006. Information about the private equity firms that have sponsored these investment funds follows:

- <u>Bain Capital Partners, LLC</u>, headquartered in Boston, is a global private investment firm that manages several pools of capital including private equity, venture capital, public equity and leveraged debt assets. Bain Capital Partners, LLC has made private equity investments and add-on acquisitions in various companies around the world, including quick service restaurants (such as *Domino's Pizza* and *Burger King*) and retailers (such as *Toys "R" Us, Dollarama*, and *Staples*).
- <u>The Carlyle Group</u>, headquartered in Washington, D.C., is a global private equity firm which invests in buyouts, venture capital, real estate and leveraged finance in Asia, Europe and North America, focusing on aerospace and defense, automotive and transportation, consumer and retail, energy and power, healthcare, industrial, technology and business services and telecommunications and media.
- <u>Thomas H. Lee Partners, L.P.</u> is a Boston-based private equity firm focused on identifying and acquiring substantial ownership positions in growth companies. Transactions sponsored by the firm include: *Fisher Scientific International, General Nutrition Centers, Houghton Mifflin, Michael Foods, Nortek, ProSiebenSat. 1, Rayovac, Simmons Company, Snapple Beverage, TransWestern Publishing, Warner Chilcott, and Warner Music Group.*

Unless otherwise noted, the principal place of business of each parent, all affiliates and predecessors described above is 130 Royall Street, Canton, Massachusetts 02021 (and, before that, 14 Pacella Park Drive, Randolph, Massachusetts). Unless otherwise described above, none of these affiliates have engaged in any other lines of business, nor have they offered franchises in any line of business.

#### **The Dunkin' Donuts Franchise**

If you sign a franchise agreement, you will operate a franchised *Dunkin' Donuts* Store. Under our franchise agreement, we grant our franchisees the right (and they accept the obligation) to operate a *Dunkin' Donuts* Store, selling doughnuts, coffee, bagels, muffins, compatible bakery products, croissants, pizzas, snacks and other sandwiches and beverages that we approve. We may periodically make changes to the systems, menu, standards, and facility, signage, equipment and fixture requirements. You may have to make additional investments in the franchised business periodically during the term of the franchise if those kinds of changes are made or if your store's equipment or facilities wear out or become obsolete, or for other reasons (for example, as may be needed to comply with a change in the system standards or code changes). All *Dunkin' Donuts* Stores must be developed and operated to our specifications and standards. Uniformity of products sold in *Dunkin' Donuts* Stores is important, and you have no discretion in the products you sell. The franchise agreement is limited to a single, specific location and we have the right to operate or franchise or license others who may compete with you for the same customers.

The distinguishing characteristics of the *Dunkin' Donuts* System include, for example, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications and procedures for operations, manufacturing, distribution and delivery; quality of products and services offered; management programs; training and assistance; and marketing, advertising and promotional programs, all of which we may change, supplement, and further develop.

The typical *Dunkin' Donuts* Store depends upon serving a large number of customers for its success and is generally located in heavily populated areas. Most products are purchased primarily for off-premises consumption: "take-out" is estimated at 70-100% of sales, which may vary by region.

DD encourages you to develop a network of *Dunkin' Donuts* Stores within a targeted area or areas under the Store Development Program. A network typically consists of a manufacturing store that supplies bakery products to one or more satellite stores. We believe that networks best leverage the manufacturing store's production capacity. In some markets, franchisees cooperatively own a co-operative manufacturing location. Satellite stores typically cost less to develop than manufacturing stores (though satellite Combo Stores can cost as much, or more, to develop

than some manufacturing stores). Developing and operating a network of stores is generally more challenging than developing and operating a single store.

Periodically, franchisees sell existing stores at varying prices and terms. Also, we may also periodically sell existing company-operated stores or existing franchised stores we have bought or taken back from franchisees. Many factors affect the sales price and terms for existing stores, such as location, age, length of remaining occupancy and franchise rights, rent, physical condition, operating history, whether the purchase price is paid in cash or financed over time, the prices and terms on which comparable stores have been sold in the market and the negotiations of the parties.

If you agree to buy an existing store from a franchisee, we may exercise our right of first refusal. If we do not, then you and the seller must comply with the transfer provisions of the seller's franchise agreement, such as obtaining our approval of the terms of sale and of your qualifications to be a franchisee, correcting any defects in the condition of the Store, paying a transfer fee, signing a new franchise agreement, and other conditions in the franchise agreement. You may also have to comply with transfer provisions of the seller's lease.

You may not achieve potential economies of scale until you have a number of stores operating in the store development area. You should have sufficient working capital to cover potential operating losses and development costs which may be incurred until the additional stores have been approved, and become operational.

In the past, DD offered (and its predecessors entered into) franchises for both wholly owned and cooperatively owned Central Manufacturing Locations in selected markets.

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

#### **General Market and Competition**

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

You may also compete with other existing *Dunkin' Donuts* Stores and with new *Dunkin' Donuts* Stores that we may operate, franchise, or license in the future. Your competition may also include other outlets selling coffee and breakfast items, supermarkets, convenience stores, and specialty coffee shops. Competition may also include *Dunkin' Donuts* products sold through other channels of distribution (such as supermarket sales, the internet, and other venues). We may grant selected franchisees unique rights or franchises to operate or distribute authorized products through special distribution outlets. (As an example, these might include franchises at airports, universities, supermarkets and other outlets described in paragraph 6 of the Store Development Agreement.) These special arrangements may involve special agreements or modifications to our standard franchise and other agreements.

#### **Industry-Specific Regulations**

You must comply with all local, state, and federal laws that apply to your store operations including health, sanitation, no smoking, EEOC, OSHA, discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must also obtain real estate permits, licenses, and operational licenses. Federal, state and local laws and regulations also regulate businesses handling food and food products, in particular refrigerated and frozen food items, and these laws and regulations will apply to your business.

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

## Item 2: Business Experience

Dunkin' Brands employees will provide services to you on behalf of DD under the terms of the Master Servicing Agreement between Dunkin' Brands and DD.

The following individuals comprise the Board of Directors of Dunkin' Brands, Inc.:

#### Chairman, Chief Executive Officer, President and Managing Member: Jon L. Luther

Mr. Luther joined us in January 2003 and since then has served as our Chairman, Chief Executive Officer and President. He was appointed Managing Member of DD and BR in March 2006. Mr. Luther previously served as President of Popeyes Chicken & Biscuits in Atlanta, Georgia (March 1997 to December 2002).

#### Director, DD President and Chief Brand Officer, Dunkin' Donuts Worldwide: William A. Kussell

Mr. Kussell joined Dunkin' Donuts LLC in May 1994 and has served as DD President and Chief Brand Officer, Dunkin' Donuts Worldwide since January 14, 2008. Mr. Kussell previously served as Director, Vice President and Chief Operating Officer of Dunkin' Donuts LLC and Baskin-Robbins LLC (September 2003 to January 2008), Retail Concept Officer (July 1997 to August 2003), President of Dunkin' Donuts and Retail Concepts (May 1996 to June 1997), and Dunkin' Donuts Senior Vice President Marketing (March 1994 through May 1996).

#### Director: Todd M. Abbrecht

Mr. Abbrecht was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Managing Director of Thomas H. Lee Partners, L.P., Boston, Massachusetts (1992 to present). Mr. Abbrecht is also a director of Michael Foods, Inc., Simmons Company and Warner Chilcott Holdings Company, Limited.

#### Director: Andrew B. Balson

Mr. Balson was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Managing Director of Bain Capital Partners, LLC, Boston, Massachusetts (November 1996 to present).

#### Director: Todd M. Cook

Mr. Cook was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Principal at Bain Capital Partners, LLC, Boston, Massachusetts (September 1996 to present). Mr. Cook also serves on the Board of Directors for Dollarama.

#### Director: Daniel A. D'Aniello

Mr. D'Aniello was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Managing Director for TC Group, L.L.C. (collectively which, together with its affiliates and predecessor entities, is referred to as "The Carlyle Group"), Washington, D.C. (April 1987 to present).

#### Director: Anthony J. DiNovi

Mr. DiNovi was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Managing Director of Thomas H. Lee Partners, L.P., Boston, Massachusetts (1988 to present). Mr. DiNovi also currently serves as director of American Media, Inc., Michael Foods, Inc., Nortek, Inc., US LEC Corporation and Vertis, Inc.

#### Director: David V. Harkins

Mr. Harkins was appointed to our Board of Directors on June 22, 2006. He also continues to serve as Vice Chairman of Thomas H. Lee Partners, L.P., Boston, Massachusetts (April 1987 to present).

#### Director: Sandra J. Horbach

Ms. Horbach was appointed to our Board of Directors on March 1, 2006. She also continues to serve as Managing Director, Global Partner, Head of the Consumer/Retail Group for The Carlyle Group, New York, New York (July 2005 to present). Previously, Ms. Horbach was General Partner at Forstmann Little, New York, New York from August 1987 to July 2005.

#### Director: Mark E. Nunnelly

Mr. Nunnelly was appointed to our Board of Directors on March 1, 2006. He also continues to serve as Managing Director of Bain Capital Partners, LLC, Boston, Massachusetts (1989 to present).

#### Director: Stephen D. Owens

Mr. Owens was appointed to our Board of Directors on March 1, 2006. He also continues to serve as a Principal at The Carlyle Group, New York, New York (August 1998 to present).

#### The following individuals are the Managing Members and Officers of DD:

#### Chairman, Chief Executive Officer, President and Managing Member: Jon L. Luther

Mr. Luther joined us in January 2003 and since then has served as our Chairman, Chief Executive Officer and President. He was appointed Managing Member of DD and BR in March 2006. Mr. Luther previously served as President of Popeyes Chicken & Biscuits in Atlanta, Georgia (March 1997 to December 2002).

#### Chief Financial Officer and Managing Member: Kate S. Lavelle

Ms. Lavelle joined us in December 2004 as our Chief Financial Officer. She was appointed Managing Member of DD and BR in March 2006. Ms. Lavelle served with LSG Sky Chefs, Irving, Texas (March 1998 to August 2004) as its Global Senior Vice President Finance (January 2003 to August 2004) and its Senior Vice President Finance – Americas Region (July 2001 to December 2002).

#### Vice President, Legal Officer, General Counsel, Secretary and Managing Member: Stephen Horn

Mr. Horn joined us in March 1999 and has served as our Vice President, Legal Officer, General Counsel and Secretary since September 2003. He was appointed Managing Member of DD and BR in March 2006. Mr. Horn previously served us as our Senior Vice President and General Counsel (August 1999 to September 2003) and as our Vice President and General Counsel (March 1999 to August 1999). Before that, Mr. Horn was a Partner with the law firm of Schmeltzer Aptaker & Shepard in Washington, DC, where he represented Dunkin' Donuts in numerous legal matters for over ten years.

#### Managing Member: Benjamin B. Abedine

Mr. Abedine was appointed a Managing Member in May 2006. He also continues to serve as Senior Vice President, Chief Financial Officer and Managing Director of Lord Securities Corporation, New York, New York (March 1997 to present).

#### Managing Member: Orlando Figueroa

Mr. Figueroa was appointed a Managing Member in May 2006. He also continues to serve as Managing Director of Lord Securities Corporation, New York, New York (March 2002 to present). Mr. Figueroa previously served as Director of Corporate Services of Loeb & Loeb LLP, New York, New York (September 1995 to February 2002).

#### DD President and Chief Brand Officer, Dunkin' Donuts Worldwide: William A. Kussell

Mr. Kussell joined Dunkin' Donuts LLC in May 1994 and has served as DD President and Chief Brand Officer, Dunkin' Donuts Worldwide since January 14, 2008. Mr. Kussell previously served as Director, Vice President and

Chief Operating Officer of Dunkin' Donuts LLC and Baskin-Robbins LLC (September 2003 to January 2008), Retail Concept Officer (July 1997 to August 2003), President of Dunkin' Donuts and Retail Concepts (May 1996 to June 1997), and Dunkin' Donuts Senior Vice President Marketing (March 1994 through May 1996).

#### Vice President, Treasurer: Bonnie Monahan

Ms. Monahan joined us in October 2006. Ms. Monahan previously served as Vice President, Corporate Planning and Business Development for The Timberland Company, Stratham, NH (May 2000 to October 2006).

#### Executive Vice President, Chief Global Communications & Public Affairs Officer: Steve Caldeira

Mr. Caldeira joined us October 3, 2007. Mr. Caldeira previously served as Co-founder, President and Chief Executive Officer of The Elliot Leadership Institute, Chanhassen, MN (formerly Tarrytown, NY) (December 2004 to October 2007) and Vice President of Industry Relations for Pepsico, Inc., Purchase, NY (February 2002 to October 2004).

#### Chief Administrative Officer: Paul Leech

Mr. Leech joined us in 1994 and has served as our Chief Administrative Officer since in September 2005. Mr. Leech previously served as our Chief Operating Officer, International (September 1, 2003 to August 31, 2005), Chief Financial Officer of Dunkin' Donuts LLC and Baskin-Robbins LLC (August 1996 to September 2003). Mr. Leech also served as Finance Director of Allied Domecq Retailing International (1994 to August 1996).

#### Chief Creative & Innovation Officer: Joseph Scafido

Mr. Scafido joined us as our Chief Creative & Innovation Officer in June 2003. Before that, Mr. Scafido was Chief Marketing Officer for AFC Enterprises in Atlanta, Georgia (April 1989 to June 2003).

#### Chief Development Officer: John Dawson

Mr. Dawson joined us as our Chief Development Officer on April 4, 2005. Before that, Mr. Dawson was Vice President of Worldwide Development for McDonald's Corporation, Oak Brook, Illinois, (November 1988 to April 2005).

#### Vice President and Chief Information Officer: Daniel Sheehan

Mr. Sheehan joined us as our Vice President and Chief Information Officer on March 13, 2006. Before that, Mr. Sheehan served as Sr. Vice President and Chief Information Officer for ADVO, Inc., Windsor, Connecticut (October 2000 to March 2006).

#### Brand Marketing Officer: Frances Allen

Ms. Allen joined us June 4, 2007. Previously Ms. Allen served as Vice President Marketing for Sony Ericsson, Research Triangle Park, NC (August 2004 to May 2007) and Vice President Marketing for Pepsi North America, Purchase, NY (December 1998 to February 2004).

#### Vice President Franchise Sales: Grant Benson

Mr. Benson joined us in January 1986 and was promoted to Vice President Franchise Sales in October 2006. Previously Mr. Benson served as our Vice President Development East (May 2003 to October 2006), Senior Market Executive Northeast (February 1998 to May 2003), General Manager, Detroit/Ohio Valley for Dunkin' Donuts LLC (February 1993 to February 1998), Development Manager, Midwest (March 1990 to February 1993), and Franchise District Manager, Ohio, Kentucky and Indiana (January 1986 to February 1990).

## Vice President Development: Christopher Bode

Mr. Bode joined us in July 1988 and was promoted to Vice President Development in September 2005. Before that, he served in a variety of capacities, most recently as our Senior Director of Development.

## Vice President, Operations Systems: William Brashier

Mr. Brashier joined us in November 2004 and was promoted to Vice President Operations Systems in June 2007. He previously served as our New Concept Development (November 2005 to June 2007), Director of Operations APOD (November 2004 to November 2005). Before that, Mr. Brashier served as Director of New Concepts for AFC Enterprises, Atlanta, Georgia (February 1999 to November 2004).

#### Vice President, Franchise Systems and Ombudsman: Thomas Canty, Jr.

Mr. Canty joined us in May 2003 and was appointed to Vice President, Operations in January 2007. Before that he served as our Vice President of Franchise Systems and Ombudsman (October 2005 to January 2007) and Director of Restaurant Excellence (May 2003 to September 2005). Before that, he served as US Director of Store Operations for Limited Brands-New York & Co., New York, New York (December 2001 to November 2002) and Senior Regional Manager-Operations Officer for McDonald's Corporation, Westwood, Massachusetts (January 2000 to August 2001).

#### Vice President Business Development: John Fassak

Mr. Fassak joined us as Vice President Business Development in April 2003. Before that, he served as Managing Director/General Manager, Out of Home Channels for Ocean Spray Cranberries in Lakeville, Massachusetts (September 1986 to March 2003).

#### Regional Vice President, Operations: Steven Gabellieri

Mr. Gabellieri joined us in August 1969 and was appointed to Regional Vice President in September 2003. Mr. Gabellieri previously served as our Regional Vice President Operations (August 2000 to August 2003), and Senior Market Executive Northeast. He earlier held a number of positions with Dunkin' Donuts LLC (since 1969) and Baskin-Robbins (since August 1996).

#### Regional Vice President, Operations: Patrick George

Mr. George joined us in April 1997 and was appointed Regional Vice President in September 2005. Mr. George earlier served as our Vice President of Franchise Systems and Ombudsman (September 2004 to August 2005), Director of Franchise Services (Multi-Branding) (September 2003 to August 2004) and Senior Market Executive Multi-Branding (April 1997 to September 2003).

#### Regional Vice President Operations: Algie Hodges

Mr. Hodges joined us as Regional Vice President in January 2006. Previously, he owned Hodges Enterprises LLC, which owned and operated two Quizno's restaurants, and also operated a restaurant consulting business, in Birmingham, Alabama (September 2002 to October 2005). Prior to that time, Mr. Hodges served as Regional Vice President for R.J.M. Restaurant Group, Atlanta, Georgia, from (January 1998 to December 2002).

#### Vice President Development, APODS: Kevin Houser

Mr. Houser joined us in October 2005. Previously, he served as Chief Operating Officer for OTG Management, Philadelphia, Pennsylvania (May 2003 to June 2005), and as Regional Vice President for CA One Services, Buffalo, New York (April 1992 to April 2003).

## Vice President and Controller: David Lewin

Mr. Lewin joined us in July 2005. Before that Mr. Lewin was Senior Manager for Deloitte & Touche, Boston, Massachusetts (September 1995 to July 2005).

## Vice President, Franchising: K. Lynette McKee

Ms. McKee joined us in July 2005 as our Vice President Franchising. Before joining us, Ms. McKee served as Vice President Franchising for Earl of Sandwich, Orlando, Florida (November 2004 to July 2005), Vice President of Franchising for Burger King, Miami, Florida (February 2004 to November 2004) and Vice President Franchising for Metromedia Restaurant Group, Plano, Texas (December 1996 to October 2003).

#### Vice President Strategic Manufacturing & Supply: Scott Murphy

Mr. Murphy joined us in March 2004 was appointed Vice President Strategic Supply July 2005. Mr. Murphy served as a Director in Supply Chain (March 2004 to June 2005). Before that he was Manager for A. T. Kearney, Inc., Chicago, Illinois (October 1999 to March 2004).

#### Vice President Emerging Markets: Raymond "Mac" Shimmon

Mr. Shimmon joined us in October 2003 and was promoted to Vice President Emerging Markets in June 2007. Previously he served as Regional Vice President (October 2003 to June 2007). Prior to that time, Mr. Shimmon served as Division Vice President and in other capacities for Wendy's International, Dublin, Ohio (January 1987 to October 2003).

## Regional Vice President Operations: Willis Smart

Mr. Smart joined us as Director of Franchise Services/All Day in October 2004 and was promoted to Vice President of New Market Entry in Sept 2005. Mr. Smart worked with McDonald's Corp., Oak Brook, Illinois (July 1977 to October 2001), most recently serving as its Vice President Operations and Training. Mr. Smart accepted an early retirement package from McDonald's in October 2001 and remained retired until he accepted the position with us in 2004.

#### Dunkin' Donuts Operation Executive: Tom Wyczawski

Mr. Wyczawski joined us in May 2000 and since July 2007 he has been leading several special projects for the Dunkin' Donuts Brand. Previously Mr. Wyczawski served as Dunkin' Donuts Brand Operating Officer (September 2005 to July 2007), Vice President, Multi-Branding and New Market Entry (September 2003 to August 2005) and Vice President, Restaurant Operating Systems (May 2000 to August 2003). Before joining us, Mr. Wyczawski was the Founder of Strategic Restaurant Engineering, Irvine, California, from April 1995 to May 2000.

The names of additional personnel who may have supervisory responsibility for your Store are available from us upon request.

We may provide referral incentives to franchise brokers and others for qualified referrals of prospective franchisees.

## Item 3: Litigation

The matters listed below arose in connection with our predecessors, as explained below. No litigation or any other claims are pending against DD or BR.

## **Dunkin' Donuts:**

Except for the 14 actions described below, there is no Dunkin' Donuts litigation that must be disclosed in this Disclosure Document.

**Michael Schrock, et. al. v. Dunkin' Donuts Incorporated and Gerald M. Conklin** (Case No. C-2592-96-B), was filed in the District Court, Hidalgo County, Texas, 93rd Judicial District of Texas. On May 16, 1996, Plaintiffs, Michael Schrock, John F. Schrock and John Schrock, individually and d/b/a Lifetime Foods, Ltd., filed a complaint alleging that Dunkin' Donuts made numerous false, misleading and material representations to the Schrocks inducing them to enter into franchise agreements; breached the franchise agreements by failing to provide expertise, support and skills promised to Plaintiff; misrepresented its intent to develop, dominate and achieve preeminence in the Western Zone; failed to advise Plaintiff that it did not plan to expand the West as represented; failed to assist in the marketing of its products as promised; failed to assist in advertising its products; failed to send an audit team to assist in increasing gross sales as promised; encouraged Plaintiff to expand knowing the home office directed no expansion as early as 1991; and failed in meeting its franchise agreement obligations generally. Dunkin' Donuts denied the allegations and removed the case to Federal Court. The parties engaged in court-ordered mediation in which the case was settled by a payment of \$780,000 from Dunkin' Donuts to Plaintiff.

Robert F. Goldhammer, et al. v. Dunkin' Donuts Incorporated (Case No. 98-CV-12568PBS), filed December 1998, in the United States District Court for the District of Massachusetts. The second Plaintiff was a franchisee who entered into a multiple license agreement for London, England to introduce the Dunkin' Donuts brand in that market. The first Plaintiff was an investor. They allege that Dunkin' Donuts breached the parties' agreement, denied franchisees' reasonable expectations by terminating its rights to operate the branded case business without sufficient notice, engaged in unfair methods of competition and deceptive acts and made false and misleading statements. Dunkin' Donuts won a motion staying the Massachusetts case pending the outcome of the following first-filed related action in the Birmingham District Registry, England: Dunkin' Donuts Incorporated v. DD UK Limited, Oueen's Bench Division (Claim No. 1998 D 40039). In February 27, 1998, DDUK, the former master licensee, filed suit and sought damages of 33.1 million pounds sterling in this foreign action. This foreign action proceeded to trial in Birmingham in October through December 2001, and judgment was issued in May 2002. The judge found in favor of Dunkin' Donuts Incorporated ("Dunkin' Donuts") on all counts with the exception of the determination that Dunkin' Donuts failed to provide a reasonable notice period for the termination of the branded case business. The judge concluded that the termination of the branded case business by Dunkin' Donuts with insufficient notice constituted a repudiation of the Master License Agreement. On that basis, DDUK was awarded damages of 710,000 pounds sterling. DDUK sought permission to appeal but appeal was denied.

Manoochehr Fallah Moghaddam, et al. v. Dunkin' Donuts Incorporated, et al. (Case No. 99007002), filed April 1999, in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida. Plaintiffs allege that Dunkin' Donuts breached franchise agreements and violated Florida's Deceptive Trade Practices Act and Massachusetts' Regulation of Business Practice and Consumer Protection Act. The complaint also contains allegations against a corporate employee for violation of the Florida and Massachusetts acts, tortious interference with contractual relations, and defamation. The damages claimed by the Plaintiffs include actual and compensatory damages, punitive damages, and treble damages under the Massachusetts Regulation of Business Practice and Consumer Protection Act. On May 24, 1999, Dunkin' Donuts filed a Notice of Removal removing the case from state court to the United States District Court for the Southern District of Florida. On June 6, 1999, Plaintiffs moved to remand the case to the state court. Dunkin' Donuts opposed the motion. On September 2, 1999, the federal court granted the motion and remanded the case to the state court for jurisdictional reasons, but expressly made no determination regarding the merits of Plaintiffs' claims. Plaintiffs have dropped numerous counts during the course of the case, including a few of the breach of contract counts against Dunkin' Donuts and the counts that allege that Dunkin' Donuts violated Florida's Deceptive Trade Practices Act and Massachusetts' Regulation of Business Practice and Consumer Protection Act. In addition, Plaintiffs dropped a few of the tortious interference counts against the corporate employee. On April 20, 2005, the Court granted Dunkin' Donuts' motion for partial summary judgment which dismissed the corporate employee from the case. The breach of contract and breach of the covenant of good faith and fair dealing claims that allege that Dunkin' Donuts delayed the construction of Plaintiff's shop in the case. On April 25, 2005 the Court awarded Dunkin' Donuts Summary Judgment on all counts except the allegation that Dunkin' Donuts interfered with the development of the Cypress Road Shop and that Dunkin' wrongfully increased advertising payments by 1% in 1996 and 1999. The case went to trial in January, 2007. After trial, the Court awarded a verdict in favor of Dunkin' Donuts on all counts and Dunkin' filed a fee petition for approximately \$500,000 against plaintiff that is pending. No appeal has been filed by plaintiff.

**Manoochehr Fallah Moghaddam et al v. Dunkin' Donuts Incorporated** (Civil Action No. 02-11794-PBS), was filed in Florida state court in December 2001, after which Dunkin' removed the action to the Untied States District Court for the Southern District of Florida and then successfully moved to transfer it to the United States District Court for the District of Massachusetts. Plaintiffs purport to represent a class of franchisees who claim that the defendant failed to deposit into its advertising fund, a portion of the monies it received from settlement of lawsuits brought against franchisees who underreport their sales to Dunkin' Donuts. Plaintiffs allege breach of contract, breach of covenant of good faith and fair dealing, breach of fiduciary duty, conversion and demanded an accounting. Plaintiffs seek compensatory damages, including costs, prejudgment interest, and attorney's fees. Plaintiffs have also dismissed, with prejudice, remaining claims for breach of contract and implied breach of good faith and fair dealing to the extent those claims are based on allegations regarding the recovery of monies by the defendant from franchisees who have become or are becoming delinquent in paying contractually required advertising fees. On June 10, 2004, the Court granted summary judgment in Dunkin' Donuts' favor on all counts. Plaintiffs have not appealed the ruling.

**Phillip D. Reeve, et al. v. Dunkin' Donuts Mid-Atlantic Distribution Center, Dunkin' Donuts Incorporated et al.** (Case No. BUR-L-2762-98) filed October 9, 1998 in the Superior Court of New Jersey, Burlington County. The Plaintiff, a former employee of the Mid-Atlantic Distribution Center sued Dunkin' Donuts Incorporated, among others, alleging that Dunkin' Donuts Incorporated tortiously interfered with his employment by the Mid-Atlantic Distribution Center resulting in termination of his employment. Plaintiff claimed intentional infliction of emotional distress and defamation against Dunkin' Donuts Incorporated and a former employee of Dunkin' Donuts Incorporated. Prior to trial, Plaintiff dropped all damages claims except economic damages. Trial commenced before a jury on August 11, 2003. On August 29, 2003, the jury rendered its verdict on the compensatory damages claims finding Dunkin' Donuts Incorporated's employee not liable but found Dunkin' Donuts Incorporated liable, awarding \$746,000 in back and future pay. On March 23, 2004, the Court granted Dunkin' Donuts Incorporated's motion to set aside the verdict, finding that there was no evidence to support it. Accordingly, judgment was entered in Dunkin' Donuts Incorporated's behalf on April 27, 2004. Plaintiff appealed. February 6, 2006. Upon oral argument, the Appellate Division of the Superior Court of New Jersey affirmed the decision of the Superior Court of New Jersey, Law Division, Burlington County, Docket No. L-2762-98 in granting Dunkin' Donuts judgment notwithstanding the verdict on plaintiff's claim of tortious interference with prospective economic advantage.

Mandorico, Inc. and Kenneth J. McCulloch vs. Dunkin' Donuts, Inc. and Cadi Foods, Inc. U.S.D.C. (D.P.R.) (JP) ("the Mandorico Superior Court Action") (Civil Action Case No. 99-1651), filed November 1998, in the Commonwealth of Puerto Rico. In April, 1997, Dunkin' Donuts Incorporated ("Dunkin") filed suit in federal court against Mandorico, Inc. ("Mandorico"), a former Dunkin' franchise operator of three (3) Dunkin' Donuts Stores and thirty-three (33) Branded Product Tower stands in Carolina and San Juan, Puerto Rico, to confirm Dunkin's termination of Mandorico's Franchise Agreement and Exclusive Development Agreement, and to collect monies due under Mandorico's Franchise Agreement (the "Mandorico Federal Action"). On May 7, 1997, the Court entered a preliminary injunction in favor of Dunkin' and against Mandorico, which prohibited Mandorico from holding itself out to the public as an authorized operator of Dunkin' Donuts Stores and Branded Product Towers in Puerto Rico. Mandorico and its president, Kenneth J. McCulloch ("McCulloch"), thereafter filed counterclaims against Dunkin', Allied Lyons P.L.C. and Allied Domecq Retailing International in which it sought damages in excess of \$9 million based upon allegations that Dunkin' wrongfully terminated Mandorico's franchise rights under

Puerto Rico's Dealer Termination Law ("Law 75"), and additional allegations of fraud, breach of contract, civil conspiracy and tortious interference with economic relationships. On September 7, 1999, mediation was held which resulted in an agreement to settle all claims and counterclaims. Dunkin' agreed to pay Mandorico and McCulloch \$550,000.

**Corporacion Iris, S.A. de C.V. v. Dunkin' Donuts Incorporated,** filed in December 2001, with the American Arbitration Association in Mexico City, Mexico. Plaintiff alleges acts and omissions of Dunkin' Donuts Incorporated with respect to three Exclusive Development and Franchise Agreements granted to Iris for the development of (1) Veracruz; (2) Puebla; and (3) Acapulco, Cuernavaca and Queretaro. Iris seeks approximately US\$6.7 million, claiming breach of contract in failing to provide system support and technical assistance, fraudulent misrepresentation and bad faith. Defendant has counterclaimed for a permanent injunction to close the remaining Shops in Puebla, termination of the contracts, and US\$1.3 million for breach of contract including past due royalties, harm to the trademarks and lost profits. Defendants deny all allegations and will vigorously defend all claims. Following an 8-day arbitration hearing in October 2003, the arbitrator, on April 16, 2004, issued final rulings and awards as follows: (1) the parties' agreements are rescinded; (2) Iris will pay Dunkin' Donuts' US\$145,310.00; (3) Iris will cease and desist from use of Dunkin' Donuts' trademarks; (4) Dunkin' Donuts' post-term covenant against competition will be enforced for two years; (5) the parties will share 50/50 the costs of arbitration; and (6) each party will bear its own legal costs.

Bertico Inc., 3024032 Canada Inc., 3155412 Canada Inc., 3176941 Canada Inc., 3481191 Canada Inc., 2857-8664 Ouébec Inc., 3089-8001 Ouébec Inc., 9067-0308 Ouébec Inc., Jacques Dovon 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 & 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, filed on May 20, 2003 in the Province of Quebec, District of Montreal, Superior Court. Thirty-six (36) Quebec Dunkin' Donuts franchisees ("Plaintiffs") have sued Dunkin' Donuts (Canada) Limited and Allied Domecq Retailing International, (Canada) Limited (Dunkin') on a variety of claims including: misrepresentation; negligence and incompetence with respect to supervision and support; negligence and incompetence resulting in a deterioration of the brand image; incoherence with respect to management; incompetence and negligence with respect to a competitive market and advertising; disproportionality in the contractual relations; disorganization; questionable attitude and disregard for the Quebec market; breach of the duty of loyalty; and bad faith. Plaintiffs allege that Defendants are liable for: excessive turnover in management in Canada: treating the Ouebec market as a component of the US market ignoring different consumer habits in Canada: ignoring competition threat and failing to purchase a competing system, as recommended by franchisees: negligence in not responding sternly to franchisees who did not comply with all of their franchise agreement requirements; failing to ensure compliance by all franchisees with standards in all stores; inadequate public relations response to media attention given competition, as recommended by franchisees; failing to make a massive financial investment in marketing and advertising to increase sales so franchisees would be able to remodel, as recommended by franchisees; substantial reduction in services and support provided by Dunkin'; failure to stem decreasing sales; failure to invest in the Dunkin' system; specific percentage sales increases from remodels were promised but not realized; excessive changes in menus and promotions; poor judgment in removing fresh eggs from menu; wrongfully banning the sale of frozen donuts; mismanagement in application of the renovation program; failure to conduct research and development and provide franchisees necessary tools to be competitive; and encroachment in developing new stores.

Plaintiffs seek orders terminating eleven (11) of their franchises, orders requiring Dunkin' to comply with its contractual obligations, and damages representing a refund of investment and operating losses for 31 franchises in the amount of \$8,498,953.00 (CDN\$), plus costs. Defendants deny all allegations and will vigorously defend all claims.

<u>Amano, et al. v. Allied Domecq PLC, et al.</u>, (Case No. CV-03-5685-JG-VVP), United States District Court for the Eastern District of New York), filed on November 11, 2003. The Plaintiffs are the franchisee for a Dunkin'

Donuts/Baskin-Robbins combo shop in Astoria, New York, its principal, and his wife. The complaint seeks total damages of over \$3 million for alleged fraud, violation of the New York Franchise Sales Act, and breach of contract. The Plaintiffs allege that the Defendants fraudulently induced them into buying their existing corporately-developed franchise, a second corporately-developed franchise, and the right to develop two additional franchises by misrepresenting that they would obtain the rights to two other, allegedly more lucrative stores. The Plaintiffs also allege that sales of their existing store have been negatively impacted by the opening of a Baskin-Robbins franchise and a Dunkin' Donuts franchises. Finally, the Plaintiffs claim that the Defendants failed to disclose the development of those franchises. Finally, the Plaintiffs claim that the opening of their existing store was delayed because the Defendants purportedly failed to complete construction of the store on time. The Defendants filed counterclaims against the Plaintiffs for failing to develop and open franchises pursuant to two store development agreements and a contract for sale. The case was settled and dismissed after Dunkin' Donuts and Baskin-Robbins agreed to repurchase the franchise for \$1,130,000.

**Walid Elkhatib v. Dunkin' Donuts Incorporated and Allied Domecq** (Case No. 020-8131) United States District Court for the Northern District of Illinois, Eastern Division, filed on November 8, 2002. Plaintiff is a Dunkin' Donuts franchisee of two stores in the Chicago area. Plaintiff claims that Dunkin' Donuts discriminated against him by requiring that he sell pork-product based breakfast sandwiches, as a condition of franchise renewal, in violation of his religious beliefs. Plaintiff seeks a declaratory judgment that Dunkin's actions are in violation of Title 28, U.S.C. section 2201 and section 1981 and 1982 of the Civil Rights Act. Plaintiff also seeks damages of \$500,000.00, plus fees and costs, and a trial by jury. On November 12, 2004, the Court granted defendants' motion for summary judgment finding that: (1) Plaintiff's claim is one of religious discrimination, not racial discrimination; (2) Plaintiff failed to make out a prima facie case of discrimination; (4) Plaintiff has shown that he cannot perform his obligations under the franchise agreement; and, (5) even if Plaintiff had established a prima facie case, he did not offer evidence to show that defendant's actions were merely pre-textual. Plaintiff has appealed. Defendants will vigorously defend the appeal. Oral argument was held on October 30, 2006, before the Seventh Circuit. July 10, 2007: The seventh circuit issued an 11 page decision reversing the District Court's summary judgment decision for DD and remanded the case to the District Court for trial.

**Bronx Dough, Inc., Richard Ross and Peter Brookman v. Dunkin' Donuts Incorporated, Baskin-Robbins USA, Co., Allied Domecq Quick Service Restaurants, Inc., Third Dunkin' Donuts Realty, Inc., and Peter Marrinan, and Dean Foods Company** (Case No. 03-CV-1455) (DC) Supreme Court of the State of New York, Bronx County), filed on February 13, 2003. Plaintiffs are franchisees of two stores and own development rights in the Bronx, New York. Plaintiffs allege that when they purchased the stores and development rights, an employee of defendant made representations about the sales volumes that could be expected from the new stores that proved to be false. Plaintiffs seek rescission, compensatory damages of \$13 million, and punitive damages of \$25 million. Dunkin' Donuts has counterclaimed for monies owed. On March 4, 2005, the case was settled by dismissal by Plaintiffs of all claims and payment by Plaintiffs to Defendants of \$100,000.00.

<u>Charles T. Robinson, Sr., and Silverback, LLC v. Allied Domecq Quick Service Restaurants</u> (Case No. CCB 03 CV 460) United States District Court for the Southern District of Maryland), filed on February 20, 2003. Plaintiff alleges that he began the process of becoming a Dunkin' Donuts franchisee in the Baltimore, Maryland metropolitan area. Plaintiff alleges that he received approval from Dunkin' Donuts, was offered a location, acquired necessary financing, and then Dunkin' Donuts withdrew the offer of the franchise. Plaintiff alleges breach of contract, detrimental reliance, and breach of implied covenant of good faith and fair dealing. Plaintiff seeks compensatory damages of \$5,505,919, punitive damages of \$5,000,000 plus attorney's fees and costs. Defendants deny the allegations but have settled the claims by making a payment of \$30,000 to Plaintiff.

<u>Oral Sezer and Kazem Yahyapour v. Allied Domecq Quick Service Restaurants</u> (Case No. 04CV017361) Superior Court, Wake County, North Carolina) filed December 17, 2004. Plaintiffs purchased a Multiple Unit Store Development Agreement (SDA) on October 15, 2003 for the development of three stores in identified territories, the first to be opened by February 15, 2005. Plaintiffs complained that defendant did not do its due diligence in mapping the territories for development potential, that they could not find any sites in the territories suitable for development, and asked for the return of the monies paid (\$120,000) and cancellation of the SDA. Defendants conducted a further study of the development potential of the territories and concluded that they did have development potential, that plaintiffs had not done their due diligence in exploring development opportunities, and refused to return the monies paid. Plaintiffs filed a claim in arbitration and after a hearing the arbitrator awarded plaintiffs \$53,625.00 of the \$120,000.00 paid for the development rights.

**DD** Jacksonville, LLC v. Dunkin' Donuts Incorporated and Baskin-Robbins USA, Co. (Case No. 16-060CA-003505), Circuit Court of the 4th Judicial Circuit and for Duval County, Florida. Plaintiff entered into negotiations with Dunkin' Donuts and Baskin-Robbins (DDBR) to develop a number of Dunkin' Donuts and Baskin-Robbins franchises in the Jacksonville Florida Designated Market Area (DMA). Plaintiffs allege that DDBR was advised from the outset that funding for development would include participation by foreign investors from the middle-east. Plaintiffs allege that DDBR did not object and proceeded to enter into a formal agreement dated February 17, 2006 in the form of a Letter of Intent (LOI). Plaintiffs made a \$50,000 deposit with \$455,000 due by 4-1-06. It is allege that on March 24, 2006 a letter was sent by DDBR to plaintiffs informing them that DDBR had decided not to make an exception to its longstanding policy of precluding foreign investors as equity holders in SDAs or Franchise Agreements. As a result, all shareholders or members, whether active or passive, must be US citizens or resident aliens. Plaintiffs claimed that DDBR's longstanding policy had never been communicated to them. Plaintiffs further claimed that DDBR rejected the investors based solely on their foreign status. Plaintiffs' claimed breach of covenant of good faith and promissory estoppel as a basis for recovery and sought reliance damages and lost profits in an unstated amount. The case was settled by a payment of \$125,000.00 in reliance damages by defendants to Plaintiffs.

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Dunkin' Donuts is and has, from time to time, been engaged in several matters of routine litigation arising in the ordinary course of its business, including disputes in connection with terminations of Franchise Agreements often involving claims or threats of claims of fraud and misrepresentation, breach of contract, misuse of advertising funds, improper store auditing, restraint of trade, antitrust, wrongful termination and other violations against Dunkin' Donuts. As to pending claims, Dunkin' Donuts denies the charges of wrongdoing in these cases and will vigorously oppose them. In the opinion of Dunkin' Donuts, the outcome of these other matters is not likely to have any material effect on its financial position. As to past claims, all have been settled on terms that have varied from case to case with none individually or in the aggregate having a material effect on Dunkin' Donuts.

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## **Baskin-Robbins:**

Except for the 5 actions described below, there is no Baskin-Robbins litigation that must be disclosed in this Disclosure Document.

Larry Brock, et al. v. Baskin-Robbins USA, Co., et al. (Case No. 5.99CV274), filed December 15, 1999 in the U.S. District Court for the Eastern District of Texas, Texarkana Division. Plaintiffs' Seventh Amended Complaint has fourteen counts purporting to state claims for violations of the Texas and Louisiana Deceptive Trade Practices Acts, fraud, fraudulent inducement, promissory estoppel, intentional interference with contract, breach of the implied covenant of good faith and fair dealing, breach of fiduciary duty and violations of the California Franchise Relations Act and the California Investment Law. (Plaintiffs are a group of current and former franchisees.) Plaintiffs allege that Baskin-Robbins failed to timely disclose to them that they would not be offered new franchise agreements once the terms of their current agreements expired and, furthermore that they had been promised, explicitly or implicitly, that their franchise agreements would be "perpetually renewed." The Plaintiffs also allege misuse of advertising fees paid by Plaintiffs to the Baskin-Robbins Advertising Fund, failing to provide audit information on the Fund, failure to audit the Fund regularly, failure to timely file tax returns for the Fund or to spend money from the Fund on national advertising from 1997 to 1998. Plaintiffs seek an unspecified amount in compensatory damages and \$40 million in punitive damages. Defendants deny the allegations and the lawsuit is being vigorously defended. Discovery is closed and the matter is proceeding to trial. Plaintiffs have dropped any claims related to Combos and their allegation that Baskin-Robbins failed to disclose that single brand stores were allegedly unprofitable. On August 29, 2002, the Court dismissed a companion case that sought class action status on advertising fund issues.

In January 2003, the court granted summary judgment in Baskin-Robbins's favor on all of Plaintiffs' claims except their advertising related claims for breach of fiduciary duty and conversion and the breach of contract claim brought by one Plaintiff. The court conducted a bench trial limited to liability with respect to the advertising claims in February 2003. In August 2003, the court issued a decision in Baskin-Robbins's favor on all claims.

The court also denied Plaintiffs' motion to amend their complaint post-trial to add additional claims related to Baskin-Robbins' administration of advertising monies. Plaintiffs' appeal of the court's decision on summary judgment and its findings at trial has been decided. Claims for breach of contract brought by one Plaintiff also remain pending, but are stayed pending the outcome of the appeal. During the pendency of the appeal, Baskin-Robbins has settled or agreed to settle with all but six of the Plaintiffs. The settling Plaintiffs have agreed to dismiss all claims against Baskin-Robbins with prejudice in exchange for the Company's agreement to drop its attorneys' fees claims against them. Defendants deny the remaining allegations and will continue to vigorously defend all claims. On November 29, 2005, the U.S. Court of Appeals affirmed the District Court's decision holding that Baskin-Robbins did not commit an actionable breach of fiduciary duty in administering the Fund nor were there any errors in denying Defendants' leave to amend or in the various other rulings on discovery or in any other aspect of the proceedings raised on appeal by Defendants. The case is closed as to all plaintiffs, settling and non-settling, except as to Baskin's claim for attorney's fees as to non-settling plaintiffs. A ruling as to Baskin's claim is pending with the district court.

**Baskin-Robbins v. Best Serve Ice Cream Inc., and Anne M. McFadden** (Case No. C-2000-61364-CN), filed February 29, 2000 in the U.S. District Court for the District of Maryland, Northern Division. This is a nonpayment of fees case against franchisees that Baskin-Robbins brought in state court in Maryland. The Defendants counterclaimed and added a third-party claim against Allied Domecq PLC. Based on the addition of Allied Domecq to the case, counsel removed the case to federal court in Baltimore. The counterclaim contains three counts against Baskin-Robbins Incorporated and Baskin-Robbins USA, Co. for breach of contract, breach of the implied covenant of good faith and fair dealing, and for an accounting of the national advertising fund; one count against Baskin-Robbins Incorporated, Baskin-Robbins USA Co., and Allied Domecq for violation of the Robinson-Patman Act, violation of the Maryland Franchise Registration Act, unfair and deceptive trade practices, fraud, fraud in the inducement, negligent misrepresentation, and violation of the federal and Maryland Fair Debt Collection Acts. The counterclaim also alleges that Allied Domecq planned Dunkin' Donuts' takeover and "dismantling" of the Baskin-Robbins organization with the aim of diverting resources away from "nonstrategic markets." Part of the

alleged plan was to develop combos or trombos at the expense of single brand Baskin-Robbins operators. Defendants allege a plan by Baskin-Robbins to eliminate stand-alone *Baskins* by withdrawing all support for them. The ABC rating system also allegedly was part of the plan intended to make it impossible for C franchisees to sell or relocate their stores. The "tiered" marketing system, which shifted advertising programs from a national to a regional basis, then allegedly was employed to direct advertising monies to other markets, allegedly to the harm of McFadden. The counterclaim also alleges that Baskin-Robbins violated the Robinson-Patman Act by selling ice cream to McFadden at higher prices than charged to franchisees in other markets. There also is a claim relating to some alleged failures to deliver ice cream in 1997. The counterclaim seeks compensatory damages in excess of \$2,000,000, treble damages under the Robinson-Patman Act, attorney's fees and costs, punitive damages, and rescission of the franchise agreements. Defendants (former franchisees) have closed the stores and filed bankruptcy. The court dismissed the case and all claims upon the bankruptcy filing. No claims have been filed by the bankruptcy trustee and the bankruptcy matter is now closed.

<u>Oliver Enterprises, LLC v. Baskin-Robbins USA Co., et al.</u> (Case No. 5:01-cv333), filed December 19, 2001 in the United States District Court for the Eastern District of Texas. Plaintiff is a Baskin-Robbins franchisee who has claimed that Baskin-Robbins denied it the ability to relocate its ice cream store at the end of the term of the franchise agreement and that Baskin-Robbins promised that the franchise agreement would be perpetually renewed. Plaintiff has raised claims of fraud, fraudulent inducement, breach of the covenant of good faith and fair dealing, promissory estoppel and punitive damages, and is seeking an unspecified amount of compensatory damages and punitive damages in excess of \$1 million. Plaintiff moved to amend its complaint to add allegations related to Baskin-Robbins' administration of advertising monies and then withdrew the motion after Baskin-Robbins filed an opposition. Defendants deny the allegations and will vigorously defend all claims. There has been no activity in this case following the decision for Baskin-Robbins by the U.S. Court of Appeals in the Brock case (above).

Order administratively closing case pending appeal. This case is on appeal to the U S Court of Appeals for the Fifth Circuit, renamed Brock v Baskin-Robbins USA, No 04-40496. See Notice of Appeal, filed 4/15/04 (Dkt No 337). Until such time as the Fifth Circuit decides this case, the court orders this action is hereby administratively closed. Either party may file a motion to reinstate this case upon ruling by Fifth Circuit. Signed by Judge David Folsom on 12/6/04. (mpv, ) (Entered: 12/06/2004)

Daniel C. Weaver v. Baskin-Robbins (Case No. CV 803848), filed December 17, 2001 in the Superior Court for the State of California, County of Santa Clara. This action is filed by a Baskin-Robbins customer allegedly on behalf of and as a representative of all purchasers of Baskin-Robbins gift certificates within the past three to four years. Plaintiff claims that he obtained a gift certificate issued by Baskin-Robbins which bore an expiration date of December 31, 2001. Plaintiff claims that since January 1, 1997, Baskin-Robbins has sold thousands of gift certificates in the State of California bearing an expiration date in violation of Civil Code Section 1749.5, which prohibits the expiration of gift certificates sold in the state of California. The complaint alleges a violation of the Consumers Legal Remedies Act and an unfair business practice in violation of California Business and Professions Code Section 17200. Baskin-Robbins believes that ice cream is exempt under Section 1749.5C(3) of the California Civil Code because it is a food product. On March 1, 2005, the Court entered a Final Settlement Order and Judgment in which: (1) the parties stipulated to certifying a class for purposes of settlement consisting of all persons who purchased Baskin-Robbins gift certificates with expiration dates between January 1, 1997 and the present; (2) for 60-days Baskin-Robbins would publish notice of the settlement in a manner approved by the Court; (3) during the 60-day period, Baskin-Robbins would provide replacement gift certificates to all persons who submit a sworn declaration that they were in possession of a Baskin-Robbins gift certificate but discarded it based upon a belief that it had expired; (4) Baskin-Robbins would refrain from enforcing any expiration date on any existing Baskin-Robbins gift certificates; (5) for one year, Baskin-Robbins would display a placard at all franchisee stores indicating that Baskin-Robbins gift certificates do not expire; and (6) Baskin-Robbins would pay \$70,000 in attorney's fees to counsel for Plaintiff and the class.

**The People of the State of California v. Baskin-Robbins, USA.** On or prior to March 7, 2002, California Weights and Measures officials responded to a complaint that Baskin-Robbins advertised hand-packed ice cream by volume but delivered less than the advertised quantity to customers because the store employees weighed the ice cream instead of filling the container by volume. Weights and Measures conducted an investigation in 29 counties

and at 188 locations where 416 containers of hand-packed ice cream were purchased. They found that 343 containers were not adequately filled by volume. It was acknowledged that, in most cases, the correct advertised weight of ice cream was delivered to the customer. Baskin-Robbins was claimed to have engaged in deceptive advertising under the California Business and Professions Code. An Offer of Compromise agreement, with injunction, has been offered in settlement by the office of the District Attorney in San Diego and has been accepted by Baskin-Robbins. A Stipulated Final Judgment has been entered by the Court enjoining Baskin-Robbins and its franchisees from directly or indirectly engaging in the following acts or practices: A. Representing that specific volume quantities, such as pint, quart or half-gallon of hand-packed ice cream, or other commodities, are delivered when purchased by customers, when in truth less than the represented quantity is actually so delivered; B. Representing that specific quantities of hand-packed ice cream, or other commodities, are sold by volume, when in truth such are sold by weight, or vice-versa; C. Selling commodities in less quantity than represented, in violation of California Business and Professions Code section 12024; D. Making or causing to be made, orally or in writing, any untrue or misleading statement, in violation of Business and Professions Code section 17500, et seq., in connection with the sale of ice cream or any other commodity based upon or utilizing measurements calculated in weight or volume. Further, Baskin-Robbins was required to serve a copy of the Judgment on the franchise owner of each and every Baskin-Robbins ice cream store in the State of California. In addition, Baskin-Robbins was required to pay \$343,000.00 to the California Attorney General's Office and the San Diego District Attorney's Office and \$148,164.00 in costs to various agencies involved in the matter.

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Baskin-Robbins is and has, from time to time, been engaged in several matters of routine litigation arising in the ordinary course of its business, including disputes in connection with terminations of franchise agreements, which often involve claims or threats of claims against Baskin-Robbins of fraud and misrepresentation, breach of contract, misuse of advertising funds, restraint of trade, antitrust, wrongful termination and other violations against Baskin-Robbins. As to pending claims, Baskin-Robbins denies the charges of wrongdoing in these cases and will vigorously oppose them. In the opinion of Baskin-Robbins, the outcome of these other matters is not likely to have any material effect on its financial position. As to past claims, all have been settled on terms that have varied from case to case with none individually or in the aggregate having a material effect on Baskin-Robbins.

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# Litigation Against Franchisees Commenced by Dunkin' Donuts (and Baskin-Robbins for Combo stores) in the Past Fiscal Year

#### **Breach of Contract:**

 <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. United Restaurant Association, Inc., et al.</u>, (Case No. 4:07-cv-59-RGD-TEM), United States District Court for the Eastern District of Virginia, Newport News Division, June 27, 2007

#### **Collections:**

- Baskin-Robbins Franchised Shops, LLC, Dunkin' Donuts Franchised Restaurants, LLC et al. v. Bullwinkle Donuts, LLC, et al., (Case No.0:07-cv-02903-JFA), United States District Court for the District of South Carolina, Rock Hill Division, August 22, 2007
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC v. EMST Donuts LLC, (Case No. 2:07-CV-00422-(MMH)-(DNF)), USDC Middle District Florida, Fort Myers Division, July 2, 2007
- 4. <u>Dunkin' Donuts Franchised Restaurants LLC v. Jaisrikar II, Inc., et al.</u> (Case No. 033221-CV-2007, Civil Court City of New York, County of New York, June 25, 2007

- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC et al, v. Tim <u>& Tab Donuts, et al,</u> (Case No. 07-CV-3662 (CBA) (KMA)), USDC Eastern District of New York, August 30, 2007
- 6. <u>Dunkin' Donuts Franchised Restaurants LLC, et al v. Cardillo Capital, Inc. et al,</u> Case No. 2:07-CV-278-FTM-29 (SCP)), USDC Middle District of Florida, Fort Myers Division, April 30, 2007

## **Loss Prevention:**

- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC v. Ladhani Development Network, Inc., et al., (Case No. 1:07-cv-20670-PCH), United States District Court for the Southern District of Florida, March 14, 2007, bribery
- 8. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. EZ Donuts, Inc., et al.</u>, (Case No. 07-2332 (KSH)), United States District Court for the District of New Jersey, May 17, 2007, bribery
- <u>Dunkin' Donuts Franchised Restaurants, et al. v. Vmshree, LLC, et al.,</u> (Case No. 07-cv-1333 (LLS)), United States District Court for the Southern District of New York, February 22, 2007, failure to pay overtime
- 10. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Shivam Sundram Inc.,</u> (Case No. 07-cv-11134 (RJH), United States District Court for the Southern District of New York, December 10, 2007, failure to pay overtime/ failure to pay minimum wages/ failure to withhold payroll taxes
- 11. <u>Dunkin' Donuts Franchised Restaurants, LLC, Baskin-Robbins Franchised Shops LLC, et al. v.</u> <u>Global Dining Westland, LLC, et al., (Case No. 2-07-cv-11510)</u>, United States District Court for the Eastern District of Michigan, Southern Division, April 3, 2007, failure to produce records
- Dunkin' Donuts Franchised Restaurants LLC, et al. v. Manassas Donut Incorporated, et al., (Case No. 1:07-cv-446), United States District Court for the Eastern District of Virginia, Alexandria Division, May 2, 2007, failure to produce records
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. <u>Aekta Corporation, et al.,</u> (Case No. 2:07-cv-4725-LS), United States District Court for the Eastern District of Pennsylvania, November 8, 2007, failure to produce records
- 14. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. West Concord Donuts, Inc., et al. ,</u> (Case No. 1:07-cv-10715-JLT), United States District Court for the District of Massachusetts, April 13, 2007, hiring of illegal aliens/refusal to provide records
- 15. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. All</u> <u>Season Restaurant Group, Inc., et al.,</u> (Case No. 2:07-cv-3638-TCP-WDW), United States District Court for the Eastern District of New York, August 29, 2007, illegal aliens/ failure to use Basic Pilot/ payroll tax fraud
- Dunkin' Donuts Franchised Restaurants LLC, et al. v. D&D Donuts, Inc., et al., (Case No. 3:07-cv-0660-VMC-TEM), United States District Court for the Middle District of Florida, Jacksonville Division, July 19, 2007, in term covenant not to compete
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. Zam Zam Café, LLC, et al., (Case No. 1:07-cv-1766-AMD), United States District Court for the District of Maryland, Northern Division, July 6, 2007, income and payroll tax fraud
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. <u>Strategic Venture Group, Inc., et al. ,</u> (Case No. 2:07-cv-01923 SRC-CCC), United States District Court of New Jersey, April 24, 2007, payroll fraud/ refusal to provide records
- Dunkin' Donuts Franchised Restaurants LLC, et al. v. Sanjay Patel, (Case No. 8:07-cv-01902-AW), United States District Court for the District of Maryland, Northern Division, July 17, 2007, payroll tax fraud

- 20. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Gold-Aly-Two, Inc., et al., (Case No. 07-cv-6002), United States District Court for the Northern District of Illinois, October 23, 2007, payroll tax fraud/FLSA violations/failure to use Basic Pilot
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Kabir, Inc., et al., (Case No. 2:07-cv-11583), United States District Court for the Eastern District of Michigan, Southern Division, April 6, 2007, unapproved transfer
- 22. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchising LLC, et al. v. Queens</u> <u>Delphi Donut Corp., et al.</u>, (Case No. 1:07-cv-01712-CBA-JMA), United States District Court for the Eastern District of New York, April 25, 2007, unauthorized transfer
- 23. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. Jay</u> <u>Ambe LTD., et al., (Case No. 2:07-cv-00388-JDH-NMK)</u>, United States District Court for the Southern District of Ohio, Eastern Division, May 3, 2007, unauthorized transfer
- 24. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchising LLC, et al. v. 1700</u> <u>Church Avenue Corp., et al., (Case No. 1:07-cv-2446-CBA-MDG), United States District Court for the Eastern District of New York, June 16, 2007, unauthorized transfer/ underreporting</u>
- 25. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Grand Central Donuts, Inc., et al., (Case No. 1:07-cv-4027-ENV-MDG), United States District Court for the Eastern District of New York, September 26, 2007, unauthorized transfer/payroll tax fraud/income tax fraud
- 26. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. K&L Donuts, Inc., et al.</u>, (Case No. 07-2643), United States District Court for the Eastern District of Pennsylvania, June 25, 2007, underreporting to the IRS
- 27. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Sandip, Inc., et al.,</u> (Case No. 1:07-cv-0779), United States District Court for the Northern District of Georgia, Atlanta Division, April 6, 2007, underreporting/ income tax fraud/ payroll tax fraud/ illegal aliens
- 28. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Anuja, Inc., et al.,</u> (Case No. 2:33-av-00001), United States District Court for the District of New Jersey, April 19, 2007, underreporting/ payroll fraud/tax fraud/employee identity theft/ hiring of illegal aliens/ failure to use Basic Pilot case
- 29. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchising LLC, et al. v. Fifth <u>Avenue Donuts Corp., et al.,</u> (Case No. 1:07-cv-2880-SJ-SMG), United States District Court for the Eastern District of New York, July 16, 2007, underreporting/ payroll tax fraud/ FLSA violations/ (possible in term covenant not to compete)
- 30. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Coffee And..., Inc., et al., (Case No. 07-60579), United States District Court for the Southern District of Florida, April 19, 2007, underreporting/ tax fraud/payroll fraud
- 31. **Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchising LLC, et al. v. Chelsea DB Associates, Inc., et al. ,** (Case No. 07-cv-7218(RJH), United States District Court for the Southern District of New York, August 13, 2007, undocumented workers/fraudulent costs of goods sold/income tax fraud/cash payroll/FLSA violations/failure to report government investigation to franchisor/failure to use basic pilot/failure to keep and maintain records
- 32. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. The Monroe Donut Company, LLC, et al., (Case No. 07-10043), United States District Court for the Southern District of Florida, May 30, 2007, undocumented workers/illegal aliens/ failure to use basic pilot program/payroll issues

33. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v</u> <u>Agawam Donuts, Inc., et al. ,</u> (Case No. 1:07-cv-11444-RWZ), United States District Court for the District of Massachusetts, August 6, 2007, undocumented workers/tax fraud/failure to pay overtime

## Failure to Remodel:

- 34. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. <u>Nilesh Mehta,</u> (Case No. 07-0423(JC)), United States District Court for the Western District of Pennsylvania, March 30, 2007
- 35. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Café Donut, Inc., et al., (Case No. 1:07-cv-02699-WMN), United States District Court for the District of Maryland, Southern Division, October 5, 2007

#### Standards:

- 36. <u>Dunkin' Donuts Franchised Restaurants LLC v. P&P and L&L Inc.</u>, (Case No. 4:07-cv-00111-MM), United States District Court for the Middle District of Pennsylvania, January 22, 2007
- 37. <u>Dunkin' Donuts Franchised Restaurants LLC v. Sonraj, Inc.</u> (Case No. 3:07-cv-0042), United States District Court for the Northern District of New York, Binghamton Division, January 11, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Bertling, Inc.,</u> (Case No. 8:07-cv-00058-JSM-EAJ), United States District Court for the Middle District of Florida, Tampa Division, January 9, 2007
- 39. <u>Dunkin' Donuts Franchised Restaurants LLC v. Satyam Shivam, Inc.</u>, (Case No. 07-cv-164 (LAK)), United States District Court for the Southern District of New York, New York Division, January 9, 2007
- 40. <u>Dunkin' Donuts Franchised Restaurants LLC v. Fresh Serve Bakeries, Inc.</u>, (Case No. 3:07-cv-31), United States District Court for the Western District of Kentucky, Louisville Division, January 22, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Triple J. Family, Inc.</u>, (Case No. 2:07-cv-00702-KSH-PS), United States District Court for the District of New Jersey, Newark Division, February 6, 2007
- 42. <u>Dunkin' Donuts Franchised Restaurants LLC v. Fantasy Donuts #1, Inc.</u> (Case No. 3:07-cv-00316), United States District Court for the Northern District of New York, Binghamton Division, March 23, 2007
- 43. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. P.A. Donuts, Inc., (Case No. 3:07-cv-01766), United States District Court for the District of New Jersey, April 17, 2007
- 44. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Unique Group, Inc.</u>, (Case No. 07-cv-1940), United States District Court for the Northern District of Illinois, Eastern Division, April 9, 2007
- 45. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. <u>TKNY Partners LLC, (Case No. 07-cv-3108 (RWS)</u>, United States District Court for the Southern District of New York, New York Division, April 18, 2007
- 46. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Canyon Donuts Syosset, LLC ,</u> (Case No. 2:07-cv-1561-JS-AKT), United States District Court for the Eastern District of New York, April 17, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>KNZ 110th Lexington, LLC, et al., (Case No. 07-cv-3612 (LMM))</u>, United States District Court for the Southern District of New York, May 7, 2007

- <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Ashland Eatery, LLC,</u> (Case No. 07C-2432), United States District Court for the Northern District of Illinois, May 21, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. AKCL Int'l Group, LTD.,</u> (Case No. 07-cv-3699 (HB), United States District Court for the Southern District of New York, New York Division, May 10, 2007
- 50. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. NW <u>167th Street Donuts, LLC,</u> (Case No. 07-21277), United States District Court for the Southern District of Florida, May 16, 2007
- 51. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. P.A. Donuts, Inc., (Case No. 3:07-cv-03107-AET-TJB), United States District Court for the District of New Jersey, July 5, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. M & J Donuts #3, Inc.</u> (Case No. 1:07-cv-22086-FAM), United States District Court for the Southern District of Florida, Miami Division, August 14, 2007
- 53. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Fantasy Donuts #2, Inc.</u>, (Case No. 3:07-cv-0736-TJM-DEP), United States District Court for the Northern District of New York, July 15, 2007
- 54. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Riank, Inc.</u> (Case No. 3:07-cv-01343), United States District Court for the Middle District of Pennsylvania, July 24, 2007
- 55. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v. Mt.</u> <u>Pleasant Donuts, Inc.</u>, (Case No. 2:07-cv-00687-PJG), United States District Court for the Eastern District of Wisconsin, July 27, 2007
- 56. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Central Baking Company, Inc.</u>, (Case No. 8:07-cv-02052-PJM), United States District Court for the District of Maryland, Northern Division, August 1, 2007
- 57. Dunkin' Donuts Franchised Restaurants LLC, et al. v. RP-Ringoes Donuts, Inc., (Case No. 2:33-av-00001), United States District Court for the District of New Jersey, August 10, 2007
- 58. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops, LLC, et al. v.</u> <u>Aekta's Q.S.R., LLC ,</u> (Case No. 2:07-cv-03266-JKG), United States District Court for the Eastern District of Pennsylvania, August 8, 2007
- 59. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Kinjal Enterprises LLC,</u> (Case No. 1:07-cv-03849-RBK-JS), United States District Court for the District of New Jersey, August 13, 2007
- 60. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shop LLC, et al. v. Allied Management Group, LLC, (Case No. 5:07-cv-341-WTH-GRJ), United States District Court for the Middle District of Florida, Ocala Division, August 21, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v.</u> <u>Sunrin Group, Inc., et al.,</u> (Case No. 4:07-cv-399), United States District Court for the Eastern District of Texas, Sherman Division, August 28, 2007
- 62. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shop LLC, et al. v.</u> <u>Yaskar, Inc.,</u> (Case No. 07-cv-61277-PCH, United States District Court for the Southern District of Florida, Ft. Lauderdale Division, September 7, 2007
- 63. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Angelo Torres & Sons-Downtown Broward</u> <u>Blvd., Inc.,</u> (Case No. 0:07-cv-61287-WJZ), United States District Court for the Southern District of Florida, Ft. Lauderdale Division, September 10, 2007

- 64. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Rizvi, Inc.</u>, (Case No. 07-61308), United States District Court for the Southern District of Florida, September 14, 2007
- 65. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Best <u>Treat Incorporated</u>, (Case No. 3:07-cv-4762-JAP-JJH), United States District Court for the District of New Jersey, October 2, 2007
- 66. <u>Dunkin' Donuts Franchising LLC, Baskin-Robbins Franchising LLC, et al. v. SPS Manhattan, LLC,</u> (Case No. 1:07-cv-4280-CPS-CLP), United States District Court for the Eastern District of New York, October 12, 2007
- <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Jay Ambica H & N Corporation,</u> (Case No. 2:07-cv-14624-JAC-RSW), United States District Court for the Eastern District of Michigan, Southern Division, October 29, 2007
- 68. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Al-Karim Donuts, Inc.</u>, (Case No. 07-61634), United States District Court for the Southern District of Florida, November 14, 2007
- 69. Dunkin' Donuts Franchising LLC, et al. v. Millville Bakery Inc., (Case No. 1:07-cv-05415-RBK-JS), United States District Court for the District of New Jersey, November 11, 2007
- 70. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Nilkanth Donut Corporation,</u> (Case No. 2:07cv-4935-HB), United States District Court for the Eastern District of Pennsylvania, November 21, 2007
- Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Motaz Alsayed, (Case No. 1:07-cv-03690-SO), United States District Court for the Northern District of Ohio, Eastern Division, December 3, 2007
- 72. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. St.</u> <u>Augustine Donuts, LLC, (Case No. 3:07-cv-1150-J-33-VMC-JRK)</u>, United States District Court for the Middle District of Florida, December 6, 2007
- 73. <u>Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v.</u> <u>Tremont Donut LLC,</u> (Case No. 07-cv-11274 (AKH)), United States District Court for the Southern District of New York, New York Division, December 14, 2007
- 74. <u>Dunkin' Donuts Franchised Restaurants LLC, et al. v. Shivam Sundram Inc.,</u> (Case No. 07-cv-1134 (RJH), United States District Court for the Southern District of New York, December 10, 2007
- 75. Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, et al. v. Utica Donuts, Inc., et al., (Case No. 1:07-cv-4615-ENV-RML), United States District Court for the Eastern District of New York, November 5, 2007

## Dunkin' Brands, Inc.:

#### **Director Anthony J. DiNovi**

Local Union No. 150A, United Food and Commercial Workers International Union, AFL-CIO-CLC, et al. v. <u>The Dubuque Packing Company Health & Welfare Plan, an Employee Welfare Benefit Plan, et al</u>, (Case No. 8:99CV183, U.S.D.C. Nebraska), commenced March 2000.

Mr. DiNovi served as Director for BeefAmerica, Inc. from 1988 to 1996. The Amended Complaint in this class action brought on behalf of union members who are beneficiaries of the Dubuque Packing Company Health & Welfare Plan (the "Plan") alleged that ML-Lee Acquisition Fund, L.P. (the "Fund") was an "employer" under ERISA, and was, therefore, liable under ERISA and state law for the failure of BeefAmerica, Inc. N/K/a BAI Liquidating Corp. ("BAI") and BeefAmerica Operating Company, Inc to make contributions to the Plan. Plaintiffs also alleged that BAI was intentionally undercapitalized by the Fund. Plaintiffs therefore sought to have the corporate existence of BAI disregarded, and to hold the Fund liable for the failure of BAI to make payments to the Plan. Plaintiffs further alleged that the general partners of the Fund were liable for the Fund's failure to make

contributions to the Plan. Plaintiffs also sought to treat the Fund's debt investment in BAI as an equity investment (either through recharacterizing the investment, or by equitably subordinating that investment), and to, therefore, hold the Fund, its Independent General Partners, and the directors of BAI (including Mr. DiNovi) liable for all of BAI's potential liabilities to the members of the plaintiff class. Plaintiffs also sought to hold the Fund and others liable for tortiuously interfering with the contract between BAI and the Union and for fraudulently transferring substantially all of the assets of BAI to the Fund. The Union sought to recover the alleged fraudulent transfer from the Fund and the general and limited partners of the Fund. The parties reached a settlement without admission of fault, which was approved by the Court on December 1, 2000.

Wolfe v. Perik, et al., Civil Action No. 99-11672; Weintrob V. Perik, et al., Civil Action No. 99-12145 (United States District Court Central District of California), commenced November 1999.

Mr. DiNovi served as a Director for the Learning Company ("TLC") from 1997 to 2000. Mr. DiNovi was named as a defendant, in his capacity as outside director of TLC, in two securities class actions alleging violations of Sections 11, 12(2) and 15 of the Securities Act of 1933. The complaints, filed on behalf of a putative class of persons who acquired common stock of TLC in exchange for the common stock of Broderbund Software, Inc. in connection with TLC's merger with Broderbund that was consummated on August 31, 1998, name former senior officers and the directors of TLC as defendants, together with Mattel, Inc. as successor-in-interest of TLC. The complaints, which sought damages in an unspecified amount, alleged that the registration and joint proxy statement/prospectus filed in connection with the merger were materially false and misleading and, in particular, TLC's financial statements included therein overstated TLC's revenues. The claims were dismissed with prejudice by the District Court on May 18, 2001, which dismissal was affirmed by the Ninth Circuit on July 24, 2002.

#### Director Daniel A. D'Aniello

Mr. D'Aniello has been named in several suits as a director of IT Group, Inc., a publicly-traded portfolio company of Carlyle Partners II, which filed for bankruptcy in 2002. These suits name The Carlyle Group, Carlyle Partners II, and the directors of IT Group as defendants. In general, the plaintiffs allege misrepresentation of IT Group's financial situation, breach of securities laws and fiduciary duties by the directors, and corporate waste. The courts have dismissed some of the core claims against the defendants, but many of the cases remain at an early procedural stage.

Howard G. Clair, et al, vs. Anthony J. DeLuca, et al. (IT Group Securities Litigation), (Civil Action No. 03 0288, United States District Court for the Western District Pennsylvania) filed February 27, 2003.

**Thomas L. Payne, et al. v. Anthony J. DeLuca, et al.** (IT Group Securities Litigation), (Civil Action No. 02-1927, United States District Court for the Western District of Pennsylvania) originally filed in the District of Nevada federal court on May 31, 2002. It was then transferred to the District Court for the Western District of Pennsylvania. First Amended Complaint was filed on February 27, 2003; Second Amended Complaint was filed March 2, 2005. The suit states securities fraud claims under the Private Securities Litigation Reform Act (PSLRA), alleging that the Board members and Company management fraudulently misrepresented IT Group's financial condition, and the Carlyle is liable as a "control person" for directing the fraud. The alleged class period is February 24, 2000 through January 15, 2002. The District Court dismissed the Payne action with prejudice on December 11, 2006. The Plaintiffs appealed to the Third Circuit and the actions remain on appeal. The parties have entered into a settlement agreement with respect to this matter.

Albert L. Glover, et al. V. Anthony DeLuca, et al. (IT Group Securities Litigation), United States District Court for the Western District of Pennsylvania. The allegations set forth by the plaintiffs in the Glover action are virtually identical to those by the plaintiffs in the Payne matter. The alleged class period is October 21, 1998 through February 23, 2000. The District Court dismissed the complaint dismissing the Glover action with prejudice on September 29, 2006. The Plaintiffs appealed to the Third Circuit on October 16, 2006. The action remains on appeal. The parties have entered into a settlement agreement with respect to this matter.

IT Litigation Trust, v. Daniel A. D'Aniello, Francis J. Harvey, James C. McGill, Richard W. Pogue, Philip B. Dolan, E. Martin Givson, Robert F. Pugliese, Charles W. Schmidt, James David Watkins, Anthony J. Deluca, Harry J. Soose, The Carlyle Group, The Carlyle Group L.L.C., Carlyle Partners II, L.P., Carlyle

SBC Partners II, L.P., Carlyle International Partners II, L.P., Carlyle International Partners III, L.P., C/S International Partners, Carlyle Investment Group, L.P., Carlyle-IT International Partners, L.P., Carlyle-IT International Partners II, L.P., Carlyle-IT Partners, L.P., and TC Group, L.L.C, (Adversary Proceeding No. 04-51336, United States Bankruptcy Court for the District of Delaware) filed January 15, 2004. The Complaint was originally filed by the Official Committee of Unsecured Creditors ("Creditors Committee") on behalf of the debtors in the bankruptcy of The IT Group, Inc., which was being supervised by the United States Bankruptcy Court for the District of Delaware. On April 30, 2004, the IT Group Chapter 11 Plan of Reorganization was confirmed, at which time the Creditors Committee's claims vested in the IT Litigation Trust.

The complaint alleges that the defendants, as directors, officers and controlling shareholders of IT Group, breached their fiduciary duties to the IT Group and its affiliates. The complaint also seeks recovery and avoidance of certain alleged preferential and constructively fraudulent transfers to certain of the defendants.

On August 23, 2006, the parties participated in a mediation session before Magistrate Judge Thynge of the District court for the District of Delaware. At the mediation, the parties reached a settlement in principle of the matter and agreed to continue negotiations to finalize the settlement agreement. On January 5, 2007, the parties entered a joint stipulation of dismissal with the District Court, which the District Court entered, closing the case.

## Director David V. Harkins

VR Global Partners, L.P., Paton Holdings Ltd., VR Capital Group Ltd. and VR Argentina Recovery Fund, Ltd., v. Thomas H. Lee Partners, L.P., Thomas H. Lee Advisors, LLC, THL Managers V, LLC, THL Equity Advisors V, L.P., Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee Limited Partnership and the 1997 Thomas H. Lee Nominee Trust, Thomas H. Lee, David V. Harkins, Scott A. Schoen and Scott L. Jaeckel et al. (07 Civ. 8686) Southern District of New York.

The complaint asserts claims under the federal securities laws and alleges a scheme to misappropriate assets of Refco Capital Markets, Ltd. customers.

The defendants have until February 21, 2008 to respond to the Complaint.

Capital Management Select Fund, Ltd., Investment & Development Finance Corporation and IDC Financial S.A., v. Thomas H. Lee Partners, L.P., Thomas H. Lee Advisors, LLC, THL Managers V, LLC, THL Equity Advisors V, L.P., Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee Limited Partnership and the 1997 Thomas H. Lee Nominee Trust, Thomas H. Lee, David V. Harkins, Scott A. Schoen and Scott L. Jaeckel et al. (07 Civ. 8688) Southern District of New York.

The complaint asserts claims under the federal securities laws and alleges a scheme to misappropriate assets of Refco Capital Markets, Ltd. customers. The defendants have until February 21, 2008 to respond to the Complaint.

<u>Global Management Worldwide Ltd. v. Philip R. Bennett, et al.</u>, 06 Civ. 0643, in the Southern District of New York filed January 26, 2006.

Global Management Worldwide Limited filed a putative securities class action lawsuit against, among others, Thomas H. Lee Partners, L.P., Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee, Scott A. Schoen, Scott L. Jaeckel, and David V. Harkins.

Claims were brought under the federal securities laws alleging a scheme to misappropriate assets of Refco Capital Markets, Ltd. By order dated July 7, 2006, the Court appointed lead plaintiffs and lead counsel and consolidated actions. A Consolidated Amended Class Action Complaint was filed on September 5, 2006. On January 19, 2007, the THL-related entities and individuals moved to dismiss the Consolidated Amended Class Action Complaint. On September 13, 2007, the court granted the defendants' various motions to dismiss without prejudice, including the motion to dismiss filed by the THL-related entities and individuals. On December 21, 2007, plaintiffs filed a Second Amended Class Action Complaint. The THL-related entities and individuals have until February 21, 2008 to respond.

# Gerard Sillam and the Bankruptcy Trust of Gerard Sillam v. Thomas H. Lee Partners, L.P., et al. (05 CV 10072) Southern District of New York

Other Defendents include Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee, Scott A. Schoen, Scott L. Jaeckel, David V. Harkins, Leo R. Breitman, Ronald O'Kelley, and Nathan Gantcher, as well as Refco Group LLC and certain of its affiliates, Phillip Bennett, the New York Stock Exchange, and the underwriters of Refco's August 2005 initial public offering.

Plaintiffs allege common law fraud, fraudulent misrepresentation, tortious interference with contract, and unjust enrichment claims arising out of an alleged 1997 agreement with Refco Overseas Ltd. under which that company was purportedly obligated to compensate Sillam for certain customer introductions.

On July 28, 2006, the Court dismissed the complaint against the THL-related entities and individuals and denied the Plaintiff's request to amend the complaint. On August 28, 2006, the Bankruptcy Trust filed a notice of appeal from the Court's July 28, 2006 Order to the United States Court of Appeals for the Second Circuit. On November 8, 2006 the Second Circuit: (i) granted a motion to withdraw by counsel for the Bankruptcy Trust; and (ii) stayed the appeal to provide the Bankruptcy Trust with the opportunity to obtain new counsel, which it has not to date. The appeal, although it remains stayed, is currently pending.

In re Refco, Inc. Securities Litigation, Case No. 05 Civ. 8626 (GEL) in the Southern District of New York filed October 2005.

Consolidation group of class action lawsuits led by RH Capital Associates LLC and Pacific Investment Management Company LLC brought against: Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee Investors Limited Partnership, 1997 Thomas H. Lee Nominee Trust, Thomas H. Lee Partners, THL Refco Acquisition Partners, THL Refco Acquisition Partners 2, THL Refco Acquisition Partners III, Thomas H. Lee, David V. Harkins, Scott L. Jaeckel, and Scott A. Schoen.

Beginning on or about October 11, 2005, approximately 20 shareholder class action lawsuits were filed against numerous individuals and entities asserting claims under the federal securities laws arising out of Refco's August 2005 initial public offering and 2004 bond offering. On April 30, 2007, the court granted in part and denied in part the motion to dismiss filed by the THL Defendants. Discovery then commenced and is ongoing. On December 3, 2007, plaintiffs filed a Second Amended Consolidated Class Action Complaint. The THL Defendants filed an answer to that complaint on February 14, 2008.

Marc S. Kirschner, Litigation Trustee under Refco Inc.'s v. Thomas H. Lee Partners, L.P., et al. (07 Civ. 7074) Southern District of New York.

Other Defendants include Thomas H. Lee Advisors, LLC, THL Managers V, LLC, THL Equity Advisors V, L.P., Thomas H. Lee Equity Fund V, L.P., Thomas H. Lee Parallel Fund V, L.P., Thomas H. Lee Equity (Cayman) Fund V, L.P., Thomas H. Lee Limited Partnership and the 1997 Thomas H. Lee Nominee Trust, Thomas H. Lee, David V. Harkins, Scott A. Schoen and Scott L. Jaeckel.

The complaint alleges, among other things, that the THL Defendants, as controlling shareholders or directors of Refco: (i) breached their fiduciary duties to Refco; (ii) were unjustly enriched as a result of such breaches; and (iii) approved and directed the payment of illegal dividends.

The defendants filed an answer to the Complaint on October 23, 2007.

In re Conseco, Inc. Securities Litigation, No. IP00-C-00585-Y/S (S.D. Ind.) filed January 12, 2001.

The Officers and directors of Conseco, Inc. including David V. Harkins as a defendant by virtue of his position as a director. Southern District of Indiana. The allegations against Mr. Harkins arose solely under Section 11 of the Securities Act of 1933 based on his status as a director and as a signatory of the registration statement for the offering of 8.75% Notes by Conseco in February 2000. The Court approved settlement of these claims on August 7, 2002 and a request to modify the settlement agreement on July 22, 2003.

**Frankel v. Coss**, Civil Action No. EV00-134-C-Y/H (S.D. Ind.); consolidated as a derivative action under Civil Action No. IP00-0655-C-Y/S on September 22, 2000 filed June 30, 2000.

Directors of Conseco, Inc., including David V. Harkins as a defendant by virtue of his position as a director. Southern District of Indiana.

The complaint alleged a shareholder derivative action for breach of duty against certain directors of Conseco, Inc. and named David V. Harkins as a defendant by virtue of his position as a director. In particular, the complaint alleged that the authorization by the board of directors of the payment of \$72 million in severance and an additional \$3.4 million bonus to the departing chairman of the board and chief executive officer constituted a breach of fiduciary duty by Conseco's directors. The Court dismissed this case with prejudice.

Verun Mehta and David Fine, separately, derivatively on behalf of Refco, Inc. brought suit against Thomas H. Lee Partners, L.P., Scott A. Schoen, Thomas H. Lee, Scott L. Jaeckel, and David V. Harkins, among others. (05 CV 8748, 05 CV 8701, respectively) Southern District of New York.

Plaintiffs claimed violations of state law which brought harm to Refco, Inc. By order dated, March 9, 2006, Judge Lynch dismissed both actions for failure to prosecute.

Ronald N. Zebeck, former Chairman and Chief Executive Officer of Metris Companies, Inc., filed an action against Metris and several of its directors and shareholders, including Thomas H. Lee, Thomas M. Hagerty, David V. Harkins, C. Hunter Boll, Thomas H. Lee Company, Thomas H. Lee Partners, LP, THL Equity Advisors IV, LLC, Thomas H. Lee Foreign Fund IV-B, LLC, THL Investment Management Corporation and Thomas H. Lee Nominee Trust.

District Court for the State of Minnesota.

Zebeck asserted claims against all defendants for alleged: (i) violation of the Minnesota Whistleblower Act, (ii) breach of the covenant of good faith, (iii) breach of contract, (iv) defamation and (v) intentional interference with contract. Metris asserted counterclaims against Zebeck for breach of fiduciary duty, an accounting, unjust enrichment, breach of covenant not to compete, and for a declaratory judgment that the Promissory Note is due and payable in full.

On January 7, 2006, Zebeck voluntarily dismissed Defendants Thomas M. Hagerty, C. Hunter Boll, Walter M. Hoff, THL Equity Advisors IV, LLC, Thomas H. Lee Foreign Fund IV-B, LLC, THL Investment Management Corporation and Thomas H. Lee Nominee Trust from the action without prejudice. A jury trial was conducted in August/September of 2006. Prior to the conclusion of the trial, Thomas H. Lee Partners, L.P. and Thomas H. Lee Company were dismissed from the case on a motion for directed verdict. At the conclusion of the trial, all claims against Messrs. Lee and Harkins were dismissed on the merits and with prejudice.

## Litigation of our Canadian affiliates:

The Canadian Franchisor, the Canadian Franchisor's associates and the directors, or officers of the Canadian Franchisor have each not been found liable in a civil action of misrepresentation, unfair or deceptive business practices or violating a law that regulates franchises or business, including a failure to provide proper disclosure to a franchisee.

Canadian Franchisor's predecessors, namely Dunkin' Donuts (Canada) Ltd., Allied Domecq Retailing International, Canada Ltd. and Dunkin' Brands Canada, were and are engaged in several matters of litigation arising in the ordinary course of their franchising businesses, including disputes in connection with terminations of franchise agreements. These claims often involve counterclaims or threats of counterclaims against the franchisor for fraud and misrepresentation, breach of contract, misuse of advertising funds, restraint of trade, antitrust, wrongful termination and other violations. The following pending civil actions include allegations of that nature and <u>all relate to Dunkin' Donuts shops and franchises in the Province of Quebec</u>. None involve Baskin-Robbins stores or franchises. As to these pending claims, the defendants deny the charges of wrongdoing in these cases and continue to vigorously defend them. In our opinion, the outcome of these matters is not likely to have any material effect on our financial position, although in due course we can expect the plaintiffs making attempts to add the Franchisor as a party defendant. As to past claims, all have been settled on terms that have varied from case to case and have not individually or in the aggregate had a material effect on us.

# 1. Dunkin' Donuts (Canada), Ltd. and Allied Domecq Retailing International, Canada Ltd. vs Hai Minh Truong Nguyen

## Court no. 500-05-062523-012

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed damages alleging, inter alia, that the franchisor failed to execute its obligations under the franchise agreement. The franchisor has vigorously contested the Cross-claim. The franchise has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## 2. Allied Domecq Retailing International (Canada) Ltd. vs Chantal Rolland

The following sub-cases all involve the same franchisee:

## a) Allied Domecq Retailing International (Canada), Ltd. vs 9074-7650 Quebec Inc.

#### Court no. 500-17-010533-019

The franchisor sued the franchisee to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, that the franchisor failed to execute its obligations under the franchise agreement. The franchisor has vigorously contested the Cross-claim. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## b) Allied Domecq Retailing International (Canada), Ltd. vs 9074-7668 Quebec Inc.

## Court no. 500-05-065320-010

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, that the franchisor failed to execute its obligations under the franchise agreement. The franchisor has vigorously contested the Cross-claim.

## c) Allied Domecq Retailing International (Canada), Ltd. vs 9074-7692 Quebec Inc.

#### Court no. 500-22-058436-018

The franchisor sued the franchisee to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, that the franchisor failed to execute its obligations under the franchise agreement. The franchisor has vigorously contested the Cross-claim. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## d) Allied Domecq Retailing International (Canada), Ltd. vs 9074-7676 Quebec Inc.

Court no. 500-17-010532-011

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, that the franchisor failed to execute its obligations under the franchise agreement. The franchisor has vigorously contested the Cross-claim. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 3. Bertico Inc. et al vs. Dunkin' Donuts (Canada) Ltd. and Allied Domecq Retailing International, (Canada) Limited

Court no. 500-17-015511-036

With respect to the Dunkin' Donuts business of the Franchisor, a group of 10 Dunkin' Donuts franchisees in Quebec collectively sued the Franchisor in damages. The lawsuit contains numerous allegations including lack of competence, negligence, bad faith and misrepresentations. Some of the franchisees are also seeking the cancellation of their franchise agreements. The Franchisor has vigorously contested the lawsuit. The lawsuit relates *inter alia* to Dunkin' Donuts (Canada), Ltd., a company then related to ADRIC and the former franchisor of Dunkin' Donuts, is the original party in the lawsuit. ADRIC is now a party by virtue of its amalgamation with Dunkin' Donuts (Canada), Ltd. on August 26, 2003 but Dunkin' Brands Canada Ltd. is now the party by virtue of an amendment made on February 27, 2006.

## 4. Dunkin' Donuts (Canada), Ltd. vs 9027-2378 Quebec Inc.

## Court no. 500-22-028854-993

The franchisor sued the franchisee to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, false representations and misrepresentations which the franchisor has vigorously contested.

## 5. Anh Hoa Tran vs Dunkin' Donuts (Canada), Ltd.

The following sub-cases all involve the same franchisee:

## a) Hoaky Beignes Inc. and Anh Hoa Tran vs Dunkin' Donuts (Canada), Ltd.

#### Court no. 500-17-010601-014

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## b) Services Q S C Inc. and Anh Hoa Tran vs Dunkin' Donuts (Canada), Ltd.

Court no. 500-17-010599-010

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## c) 9011-7417 Quebec Inc. and Anh Hoa Tran vs Dunkin' Donuts (Canada), Ltd.

Court no. 500-17-010598-012

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

#### d) 388 Beignes Inc. and Anh Hoa Tran vs Dunkin' Donuts (Canada), Ltd.

Court no. 500-17-010598-012

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

## e) Haky Inc., Anh Hoa Tran and Trieu Ha Tran vs Dunkin' Donuts (Canada), Ltd.

Court no. 500-17-010597-014

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 6. Jacques Paradis vs. Dunkin' Donuts (Canada), Ltd.

Court no. 500-05-053670-996

Action in damages instituted against the franchisor by a former franchisee. The franchisee made allegations of false representations and misrepresentations which the franchisor has vigorously contested.

# 7. Dunkin' Donuts (Canada), Ltd. vs Eduardo Leite and Luis Teixeira

# Court no. 500-05-059658-003

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the crossclaim will eventually be dismissed for failure to prosecute.

# 8. Dunkin' Donuts (Canada), Ltd. vs Vokaty Family Enterprises

# Court no. 500-05-047819-998

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, false representations and misrepresentations which the franchisor has vigorously contested. The franchisee has since filed for personal bankruptcy. It is expected that the crossclaim will eventually be dismissed for failure to prosecute.

# 9. Dunkin' Donuts (Canada), Ltd. vs Moncef Mili

# Court no. 500-05-057704-007

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, false representations and misrepresentations which the franchisor has vigorously contested.

# 10. Dunkin' Donuts (Canada), Ltd. vs José Vieira & al

Court no: 500-05-060489-000

The franchisor sued the franchisee to cancel the franchise agreements, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counter-claimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 11. Dunkin' Donuts (Canada), Ltd. vs Camasa Ltd. & Camille McLaughlin

Court no: B/C/149/01 (This is a New-Brunswick case)

The franchisor sued the franchisee to cancel the franchise agreements, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counter-claimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim.

# 12. Dunkin' Donuts (Canada), Ltd. vs 3323226 Canada Inc. & Marie Casale

## Court no: 500-05-075513-026

The franchisor sued the franchisee to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim.

# 13. Dunkin' Donuts (Canada), Ltd. vs 9043-8631 Quebec Inc., Bouchard Dany & al

## Court no: 500-05-072625-021

The franchisor sued the franchisee to claim royalties and other amounts owing. The franchisee contested the franchisor's claim and counter-claimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim.

# 14. Dunkin' Donuts (Canada), Ltd. vs 9030-2860 Quebec Inc. & Vitale Teolis

Court no: 500-17-014642-030

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim.

# 15. Dunkin' Donuts (Canada), Ltd. vs 107538 Canada Inc. & Michel Williams

Court no: 500-05-056571-001

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, inter alia, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contested the Counter-Claim.

# 16. Dunkin' Donuts (Canada), Ltd. vs Les Gestions L & JL Pomerleau Inc.

Court no. 500-05-062367-014

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, *inter alia*, false representations and misrepresentations which the franchisor hs vigorously contesting. The franchisee has since filed for personal bankruptcy. It is expected that the crossclaim will eventually be dismissed for failure to prosecute.

# 17. Dunkin' Donuts (Canada), Ltd. vs Les Entreprises Laurent Gingras Ltée

# Court no. 500-22-053824-010

The franchisor sued the franchise to cancel the franchise agreement, enforce termination and claim royalties and other amounts owing. The franchise contested the termination of the franchise agreement and counterclaimed for damages alleging, *inter alia*, false representations and misrepresentations which the franchisor has vigorously contesting. The franchise has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 18. Dunkin' Donuts (Canada), Ltd. vs Restaurants F.G. Inc. and Francis Gingras

# Court no. 500-17-010366-014

The franchisor sued the franchisee to claim royalties and other amounts owing. The franchisee contested the amounts owing and counter-claimed for damages alleging, *inter alia*, false representations and

misrepresentations which the franchisor has vigorously contesting. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 19. Dunkin' Donuts (Canada), Ltd. vs GMR Beignes Inc. & Gaétane Pilon

Court no: 500-05-062895-014

The franchisor sued the franchisee to cancel the franchise agreements, enforce termination and claim royalties and other amounts owing. The franchisee contested the termination of the franchise agreement and counter-claimed for damages alleging, *inter alia*, the inexecution of the franchisor's obligations and various misrepresentations. The franchisor has vigorously contesting the counter-claim. The franchisee has since filed for personal bankruptcy. It is expected that the cross-claim will eventually be dismissed for failure to prosecute.

# 20. Dunkin' Donuts (Canada), Ltd. vs Café Taï-Taï & Ali Aoudi Hussein

Court no: 500-17-025337-059

The franchisor sued the franchisee for various sums owing under a sublease, a loan agreement and a settlement agreement. The franchisee contested the amounts claimed and filed a cross-claim based on damages resulting from the franchisor's alleged violation of various obligations under the franchise agreement. The franchisor has vigorously contested the cross-claim.

# 21. Dunkin' Donuts (Canada), Ltd. vs Ali Aoudi Hussein & 9105-8776 Quebec Inc.

Court no: 500-17-025367-056

The franchisor sued the franchisee for various sums owing under a loan agreement. The franchisee contested the amounts claimed and filed a cross-claim based on damages resulting from the franchisor's alleged violation of various obligations under the franchise agreement. The franchisor has vigorously contested the cross-claim.

# Item 4: Bankruptcy

Director Dunkin' Brands, Inc.: Sandra J. Horbach

Ms. Horbach was a Director of XO Communications from January 2000 to June 2002. During that time XO Communications filed for Reorganization Under Chapter 11 in June 2002 in the U.S. Bankruptcy Court for the Southern District of New York. On November 15, 2002 a bankruptcy judge approved the plan of reorganization. In January 2003 XO Communications emerged from Chapter 11 bankruptcy protection.

Aside from the above, no person identified in Items 1 or 2 of this Disclosure Document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this Item.

# Item 5: Initial Fees

## Initial Franchise Fees: (20 year term)

You must pay the initial franchise fees ("IFFs") immediately below for our standard franchise offerings in the Development Area Type that your Store will be located. The DMAs are defined by Nielson Television Media Marketing, and the counties included in these DMAs are listed in Appendix IV. For special distribution opportunities (also commonly referred to as alternative points of distribution or non-traditional outlets, all collectively "APODs"), please see the "Notes" section, which follows this IFF list.

## Development Area Type 1: \$80,000.00

Designated Market Areas ("DMAs"): Bangor, ME; Boston, MA; Hartford/New Haven, CT; Portland, ME; Providence, RI; Springfield, MA.

# Development Area Type 2: \$60,000.00

DMA: New York, NY

# Development Area Type 3: \$50,000.00

DMAs: Albany, NY; Baltimore, MD; Burlington, VT; Chicago, IL; Miami/Ft. Lauderdale, FL; Harrisburg, PA; Philadelphia, PA; Washington, DC; Wilkes Barre/Scranton, PA; West Palm Beach, FL; Salisbury, MD; and Presque Isle, ME.

## Development Area Type 4: \$40,000.00

All other geographic areas in the continental U.S. not described above.

# Notes:

- In our fiscal year ended December 2007, the IFFs paid by our franchisees ranged from \$0 to \$80,000.
- We may offer other reduced or deferred IFFs in special circumstances, such as to franchisees who commit to and have the ability to develop a large number of stores. Additionally, we may have special incentive offers in certain markets, such as new and developing markets, which include reduced, waived or deferred IFFs. These special incentives may be offered to existing and/or new franchisees. You will be notified by us in advance, in writing if any reduced fees are available to you. Failure to meet an SDA development schedule voids any discount and deferral, and the full standard IFF will be due and payable at that time. These reduced fees only apply to those who are in compliance with all of our agreements and requirements. We reserve the right to cancel or modify any incentive program or discount at any time.
- The IFF for all APOD locations (with the exception of gas/convenience locations, which pay the standard IFF referenced above in full), is 50% of the standard IFF referenced above and then pro-rated for the term. (Example: 10 years of term in Development Area Type 1 is \$20,000.) The term for APOD locations, is sold in one year increments to meet the distinctive requirements of each location and the term is not transferable to other traditional locations.
- If a franchisee is offered a renewal (also called a "rewrite"), the term is typically for 10 years. The renewal fee for a 10 year term is one-half of the IFF noted above for a 20-year term.
- If we approve your addition of a Baskin-Robbins Store to your Dunkin' Donuts Store, you will pay to our affiliate Baskin-Robbins an additional \$10,000 IFF for the Baskin-Robbins franchise. You will need to execute a Combo Franchise Agreement.
- Unless you are qualified to receive an offer, you should not anticipate that you will receive one. If you do receive an offer, you will not be entitled to receive the benefits of more than one incentive or deferral

# program.

# **Stores Developed Under an SDA**

Typically, you must pay IFFs in full when you sign an SDA. IFFs that are paid on signing are non-refundable even if you do not open the required unit. You must pay your IFF with unencumbered cash and it cannot be borrowed.

In some geographic regions, SDAs will only be offered to those who commit to a minimum number of stores. If you are purchasing an SDA for more than one store, we may offer a payment schedule instead of requiring full payment upon signing. If you are on a payment schedule for a multiple unit SDA, IFFs are payable in full even if you do not open all your required units. If you do not remain current on your development schedule or otherwise default under the terms of the SDA, such default may result in termination of the SDA and acceleration of all remaining fees due under the SDA. If you are offered a payment schedule, you will typically be required to make an initial payment upon execution of the SDA and subsequent payments will be related to either (i) meeting certain SDA milestones (e.g. - the earlier of the Required Control Date or execution of the SDA, one-third due one (1) year from signing the SDA and the remaining one-third due two (2) years from signing the SDA). If you are offered a payment strengt with unencumbered cash and it cannot be borrowed.

# Stores Not Developed Under an SDA

In the case of a franchise granted for a new store that is not part of an SDA, you must pay the entire IFF when you sign the franchise agreement. You must pay your IFF with unencumbered cash and it cannot be borrowed. You must open the Store within fifteen months after you sign the franchise agreement. If not, we may terminate the franchise agreement or increase the IFF to the then-prevailing rate for IFFs.

# **Refunds**

IFFs under an SDA are not refundable to you under any circumstance and is paid in consideration of the costs incurred by us in connection with the execution of the SDA and with our lost or deferred opportunity to enter into an SDA with other prospects. For individual franchises not granted as part of an SDA, your payment may be refunded if you or the location are not approved by us. These refunds will not be made to you if we determine you have not been diligent in fulfilling your requirements.

# **Other Initial Payments to Us**

<u>Marketing Start-Up Fee (Formerly known as Grand Opening Fee)</u>. You must typically pay a non-refundable Marketing Start-Up fee for a start-up promotional program (or substitute program specified by us). The Marketing Start-Up fee for most locations is currently \$5,000.00. In certain new or developing markets, the Marketing Start-Up fee is \$7,500. This fee is used to promote the opening (or re-opening) of your store and is collected for new stores. (In some geographic regions, you may administer these promotional programs yourself and pay the fee to the vendors rather than to us.) Payment is due before you and your designated representative attend training or thirty (30) days before the scheduled opening of the Store, whichever date is earlier.

<u>Reimbursement of Expenses</u>. If you are developing a store and you or your architect are not prepared for a scheduled meeting when required, you must reimburse us for certain out-of-pocket costs.

<u>Real Estate Lease Related Charges</u>. A security deposit or other charges payable under your real estate lease or sublease may be required before the business opens. If you sublease from us, the security deposit is refundable at the end of the sublease term if, after we receive a final accounting from the landlord under the Prime Lease, you have no outstanding financial obligations to us under either your franchise or lease agreements. See Item 7.

<u>Training Related Fees</u>. As part of our training program, you will also be required to successfully complete a Food Service Sanitation course, which includes a written examination that is sent to an outside testing agency for scoring.

If you fail the test, an additional fee is required for each retest that is administered. You will pay us \$65 to cover the cost of the course book, the scoring of the exam and your Certificate of Completion or Participation. You will be required to pay an initial non-refundable online access fee of \$360 and thereafter an annual subscription fee, which is currently \$360. The above fees are quoted as of the date this Disclosure Document is prepared. These fees may change. These fees are not refundable.

# Veteran Program

We intend to offer qualified Veterans who purchase an SDA for five or fewer stores a 20% IFF discount. We reserve the right to cancel or modify this program at any time.

# **Celebrity Program**

We may offer certain celebrities a discount on their IFF in exchange for certain promotional considerations (See Item 18).

# **<u>Referral Incentives/Fees</u>**

We may provide referral incentives to existing franchisees, employees, real estate professionals, franchise brokers and others for qualified referrals of prospective franchisees.

We may, from time to time, pay membership fees to public, quasi-public and private services who refer potential franchisees from identified groups (e.g., veterans or military personnel planning to leave the service).

Type of fee	Amount	Due date	Remarks
Continuing Franchise Fee	5.9% of gross sales (Notes 1, 2 & 4)	Due weekly each Thursday for the prior Sunday to Saturday (Note 3)	Gross sales include all revenue related to the location (Note 1)
Continuing Advertising Fee	5.0% of total gross sales (Notes 1 & 5)	Due weekly each Thursday for the prior Sunday to Saturday (Note 3)	Additional fees may be due if agreed to by 2/3rds of the stores (regional or national)
<b>Franchise Transfer</b> <b>Fee</b> (for a majority interest in the first 3 years)	\$6,000.00 increased by 5% compounded annually, or 5% of the Adjusted Sales Price, whichever is greater. (Note 7)	Upon transfer.	Due if you transfer 50% or more interest during the first 3 years after your purchase of the franchise.
<b>Franchise Transfer</b> <b>Fee</b> (for a majority interest, after 3 years have elapsed)	An amount based upon the Gross Sales of the Store for the 12 months preceding the date of the contract of sale. (Note 8)	Upon transfer.	Due if you transfer 50% or more interest more than 3 years after your purchase of the franchise.
<b>Franchise Transfer</b> <b>Fee</b> (for less than a majority interest)	\$1,000.00 (increased by CPI every 5 years)	Upon transfer.	Due if you transfer less than a 50% interest in the franchise or franchisee entity
<b>Franchise Transfer</b> <b>Fee</b> (transfer to spouse or children)	\$1,000.00 increased by 5% compounded annually. (Note 10)	Upon transfer.	Due if you transfer 50% or more interest to your spouse and/or one or more children.
Audit Costs	Our cost to audit your gross sales reports, including legal and accounting fees.	When and as billed to you.	Due only if a 3% discrepancy is discovered, or if the audit is done because you did not send us or keep required records.
Immigration Status Review Costs	Our out-of-pocket costs to hire attorneys or others.	When and as billed to you.	Payable if we need outside advice on your legal or immigration status.

Type of fee	Amount	Due date	Remarks
Interest, Late Fees, and Collection Costs	Then current late fee or dishonored check fee, and if applicable, interest on unpaid amount at 1.5% per month or highest rate allowed by law.	When and as billed to you.	We can change these fees without notice. They apply if you fail to pay us, or if your check is dishonored or your EFT is rejected by your bank.
Indemnification	demnification Varies		You must reimburse us if we are sued and/or held liable for claims arising out of your Store's operations.
SDA Transfer Fee	\$10,000 (Note 9)	Upon transfer.	You must transfer all your interest in the SDA; partial transfers are not allowed
Loan Guarantee Fee	1% of the loan amount	Upon closing	If you take out certain financing from the CIT Group and Dunkin' Brands guarantees your loan. See Item 10 for more information.
Lease Fees	(Note 6)	Payable as described in the lease.	If you lease the Store from us.
Document Preparation Fee	Then-Current Document Preparation Fee, which was \$1,000.00 at the time this Franchise Disclosure Document was prepared.	Due when you request additional documents, or when requested by us.	Due if preparation of additional documents is at your request or becomes necessary.
Costs for tests used to approve additional supplier(s)	Our out of pocket and internal costs allocated to this activity, typically \$1,000 to \$10,000 depending on the complexity of the testing.	When and as billed to you.	You pay the cost for any additional tests/approvals that you have requested. See Item 8.

Notes:

- **General:** 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 new system franchisees, however, in some instances in which it was appropriate to do so, we have waived or reduced some or all of these fees for a particular franchisee.
- **1.A.** For stores you will develop under an SDA, you will sign the then-current form of franchise agreement. Your fees will be the same as the fees for new franchisees as of the date you had signed the SDA, except for the minimum advertising fee, which shall be the then current minimum if it is higher than 5% of Gross Sales.

- **1.B.** "Gross Sales" includes all revenue from the sale of all products and services and all other income of every kind and nature related to the Store, whether for cash, by redemption of gift certificates or for credit, regardless of collection; provided, however, "Gross Sales" does not include the incidental sales of gift certificates or newspapers, incidental receipts from pay telephones, or any sales taxes or other taxes you collect from customers for transmittal to the appropriate taxing authority.
- 1.C. We may, in writing, approve granting franchises with lower continuing franchise fees in limited circumstances. Before varying from standard fees, we take into account many factors, such as the proposed franchisee's prior experience, financial strength, real estate holdings, ability to obtain suitable sites in a highly competitive or specialized real estate market, and the number of units required to be developed. In limited circumstances, we have agreed to lower continuing advertising fees. Additionally, we may have incentive offers in certain markets such as new or developing markets, which include reduced continuing franchise fees. For example, we previously offered the Dunkin' Donuts Enterprise Business Offer ("EBO") Franchise Renewal Program for qualified existing franchisees in selected markets to obtain renewal franchise rights in exchange for either: (1) remodeling their stores to the new Retail Brand Image or (2) relocating their existing store to other approved locations, and for payment of renewal fees earlier than otherwise required. If a franchisee accepts the renewal offer and meet the terms and conditions of the offer by an agreed-upon date, the franchisee will sign a new franchise agreement for each franchise on our then-current form, for an additional term. Under the EBO Renewal Offering, certain franchise rights are more favorable to renewal franchisees than as described in this Disclosure Document for franchisees of new Dunkin' Donuts Stores. We do not plan to offer these more favorable rights other than to existing franchisees who meet the criteria and qualifications of the EBO Renewal Program. DD may also periodically offer renewal franchise rights on other terms and conditions to other qualified existing franchisees in selected markets. These incentives may be offered to existing and/or new franchisees. Failure to meet an SDA development schedule voids any fee reduction. These reduced fees only apply to franchisees who are in compliance with all of our agreements and requirements. We reserve the right to cancel or modify any incentive program we may offer. You are not entitled to receive the benefits of any of the above incentive programs unless agreed by us in writing. You can not receive the benefits of more than one incentive program.
- 2.A. <u>Dunkin' Donuts Single Brand Stores</u>: The continuing franchise fee for new stores is 5.9% of Gross Sales, except for stores in (i) Hawaii where the continuing franchise fee is 5.0% of Gross Sales and in (ii) certain new or developing markets that we identify and agree in your Store Development Agreement the continuing franchise fee is 3.9% of Gross Sales during year one and two, 4.9% of Gross Sales during year three and 5.9% of Gross Sales for the remainder of the term for any stores opened in the first thirty-six (36) months from signing of the Store Development Agreement.
- **3.** We will require you to pay us by electronic funds transfer (EFT). You must provide us all the bank and other forms we need to set up or change EFT authorization. We will also require you to report your Gross Sales electronically over the Internet. For each week that you do so, and authorize EFT payment of the corresponding weekly fees, we will deduct the fees from your bank account. You must have computer equipment capable of accessing and using the electronic form. We reserve the right, whether due to system failure or due to our decision in our sole discretion, to withdraw the electronic form and designate another form and procedure that you will be required to follow.
- 4. If your state, or any governmental body in your state, charges a tax on the royalty we receive from you, then you are required to pay an additional earned service fee and royalty equal to the amount of this tax. This does not apply to any federal or income taxes we have to pay.
- **5.A.** <u>Dunkin' Donuts Stores</u>: The continuing advertising fee for new Dunkin' Donuts Stores in all markets is 5.0% of Gross Sales except for stores in certain captive audience locations that we identify and agree in your Store Development Agreement or Franchise Agreement including Airports, Stadiums and Arenas, Exposition and Entertainment Centers and Entertainment Parks and Zoos where the continuing advertising fee is 2.5% of Gross Sales.
- **5.B.** You must participate in marketing, advertising and other programs and pay increased continuing advertising fees supported by <u>two-thirds</u> of the stores in the market in which your Store is located with respect to local programs, and in the continental United States, with respect to national programs. For example, as of the date

of preparing this Disclosure Document, franchisees in the following Designated Market Areas (DMAs) approved the increase of the continuing advertising fee to 6% temporarily (which may be extended): Atlanta, GA; Baltimore, MD; Buffalo, NY; Chicago, IL; Cleveland, OH; Pittsburgh, PA; Washington, D.C.; Raleigh, NC; Rochester, NY; Syracuse, NY; Detroit, MI; Jacksonville, FL; Orlando, FL; Tampa/Sarasota, FL, Utica, NY; and Youngstown, OH. Other areas may also have higher continuing advertising fees. Voting can be either one vote per franchisee or one vote per Store, usually determined in accordance with the practices of the Store's local franchisee Advisory Council (See Item 11), unless we otherwise provide in writing. We have the right to designate or change the composition of stores included in the base for purposes of determining two thirds. We usually do not vote unless we operate one or more stores in the area, and we usually follow the practices of the local Advisory Council. Once approved, such programs typically continue for their intended duration. A new store is required to support existing programs, even if adding the new store might alter the vote as taken at the time of the programs' inception.

- 6. If you lease the Store from us or one of our affiliates, then you will pay us (or our affiliate) a monthly fixed rent set forth in your lease. You may also pay us percentage rent regardless of whether the prime lease requires percentage rent. The amount of percentage rent varies and will be set forth in your lease. Our leases are customarily "net-net-net" leases, which means you must pay all related costs of occupancy such as real estate taxes, insurance costs, all maintenance and repair costs, utilities, common area maintenance charges, and other costs. See Items 5 and 7 for initial real estate fees and investment costs.
- 7. The Transfer Fee if you have not operated the Store for at least three full years before the transfer occurs, is the greater of: (i) six thousand dollars (\$6,000.00) for a *Dunkin' Donuts* Store or thirteen thousand five hundred dollars (\$13,500) for a Combo Store; or (ii) five percent (5%) of the "Adjusted Sales Price" of the Store. The "Adjusted Sales Price" means the total consideration to be received by you upon transfer of the Store, less the amount, if any, you paid for the Store, when purchased as an ongoing business from another franchisee or from us. No adjustment shall be made for amounts paid in connection with the development of a new Store. The Adjusted Sales Price includes consideration in any form (including covenants not to compete and personal services contracts), however designated, and excludes only amounts reasonably allocated to land and building if owned by you. For purposes of determining the correct Transfer Fee, we reserve the right to reallocate amounts you have allocated to the various assets if, in our opinion, the allocation is unreasonable in relation to the value of the business. (When a franchisee sells a store to another franchisee, we do not allow the seller and buyer to enter into their own covenant not to compete outside the franchise agreement.)
- 8. If the transfer occurs after the third year of operation, you will pay the Transfer Fee stated below. 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 Store's sales during the trailing twelve month period.

Gross Sales for Trailing 12 Month Period	Transfer Fee
Less than \$400,000.00	\$5,000.00
\$400,000.00 or more, but less than \$600,000.00	\$6,000.00
\$600,000.00 or more, but less than \$1,000.000.00	\$8,000.00
\$1,000,000.00 or more, but less than \$1,400,000.00	\$12,000.00
\$1,400,000.00 or more	\$20,000.00

Dunkin' Donuts only:

Dunkin' Donuts/Baskin-Robbins Combo Store;

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

If we elect to purchase the Store by exercising our right of first refusal, the seller must still pay us the required Transfer Fee.

- 9. The requirements for transfers of an SDA are the same as those for transfers of franchises. The SDA Transfer Fee is due and payable in addition to the Transfer Fees for operating stores that may be part of the same transaction.
- **10.** We will waive the percentage fee (but not the fixed fee) if you sell the Store to your spouse or one or more of your children if you are in full compliance with all agreements with us and our affiliates. However, the franchise agreement issued to your spouse and/or children will be on the form in use at the time of transfer including the then-current transfer fee provision.
- 11. You also will have to pay other fees to other parties (e.g., landlords, vendors, contractors {such as for remodeling and refurbishing}, governmental agencies, utilities, communications companies, Internet service providers, etc.) in connection with your business operations. If you are buying an existing store, you may be required to pay the costs of a third party (such as a title company) to assist with the processing of documents. You may be required to pay this third party directly or reimburse us for this cost.

# **Item 7: Your Estimated Initial Investment**

The table below includes cost ranges according to the type of store. The definitions for these store types are as follows:

Manufacturing – Retail: A store that is constructed and equipped to make donuts.

Satellite: A store that is not constructed or equipped to make donuts.

In-Line: A store that shares a common wall with a third party, such as in a strip center.

Free-Standing: A store that does not share any common walls with any third party.

<u>Alternative Points of Distribution (APOD)</u>: These stores and any cart or kiosk locations are sometimes referred to as special distribution opportunities or non-traditional outlets, and may be located within another host establishment, such as a stadium or another retail facility.

# Manufacturing – Retail/In-Line:

Initial Investment (Note 1)	Estimated Amount	Method of Payment	When is Payment Due?	To Whom Is Payment Made?
Initial Franchise Fee	\$40,000 to	See Item 5	Before	Us
(20 year term)	\$80,000		Opening	
Building Costs	\$190,000 to	Lump Sum	As Incurred,	Us or Third Parties
(Note 2a & 14)	\$350,000	or Financed	Before	(your Landlord and/or
			Opening	Contractor)
Site Development	\$0 to \$10,000	Lump Sum	As Incurred,	Us or Third Parties
Costs (Note 2a &		or Financed	Before	(your Landlord and/or
14)			Opening	Contractor)
Additional	\$22,000 to	Lump Sum	As Incurred,	Us or Third Parties
Development Costs	\$75,000	or Financed	Before	(your Landlord and/or
(Note 2b & 14)			Opening	Contractor)
Equipment, Fixtures	\$300,000 to	Lump Sum	As Incurred,	Approved Suppliers
and Signs (Note 3 &	\$450,000	or Financed	Before	
14)			Opening	
Electronic Cash	\$16,050 to	Lump Sum	As Incurred,	Approved Supplier
Register / Retail	\$23,550	or Financed	Before	
Information System			Installation	
(Note 4)				
Opening Inventory	\$7,000 to	Lump Sum	Before	Approved Suppliers
(Note 5)	\$15,000		Opening	
Miscellaneous	\$16,800 to	Lump Sum	As Incurred	Suppliers, Utilities,
Opening Costs	\$68,100	See Note 6		Employees, Etc.
(Note 6)				
Licenses, Permits,	\$3,500 to	Lump Sum	Before	Municipalities, utility
Fees and Deposits	\$5,500		Opening	companies, Lessor or Us
(Note 7)				
Uniforms	\$400 to \$1,200	Lump Sum	Before Opening	Approved Supplier
Insurance	\$4,500 to	Lump Sum	Before	Insurance
(Note 8)	\$15,000	-	Opening	Company/Agent

Initial Investment (Note 1)	Estimated Amount	Meth Paym		When is Payment Due?	To Whom Is Payment Made?
Travel and Living Expenses While	\$2,000 to \$45,000	Lump	Sum	As Incurred, During	Airlines, Rental Car Agencies, Restaurants,
Training (Note 9) Marketing Start-Up Fee (Note 10)	\$5,000 to \$7,500	Lump	Sum	Training. As per Contract, Before Opening	Hotels, etc. Us
Additional Funds for First 3 Months of Operation (Note 11)	\$81,000 to \$184,000	Lump	Sum	Monthly and As Incurred	Us, Third Parties and Employees
TOTALS (Notes 12 and 13)	\$688,250 to \$1,329,850	·		not include real e ry vehicle.)	state costs or costs of

# Manufacturing Retail/Free-Standing:

Initial Investment (Note 1)	Estimated Amount	Methe Paym		When is Payment Due?	To Whom Is Payment Made?		
Initial Franchise Fee (20 year term)	\$40,000 to \$80,000	See Item 5		Before Opening	Us		
Building Costs (Note 2a & 14)	\$310,000 to \$530,000	Lump or Fin		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Site Development Costs (Note 2a & 14)	\$150,000 to \$200,000	Lump or Fin		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Additional Development Costs (Note 2b & 14)	\$55,000 to \$75,000	Lump or Fin	Sum anced	As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Equipment, Fixtures and Signs (Note 3 & 14)	\$300,000 to \$450,000	Lump or Fin		As Incurred, Before Opening	Approved Suppliers		
Electronic Cash Register / Retail Information System (Note 4)	\$16,050 to \$23,550	Lump Sum or Financed				As Incurred, Before Installation	Approved Supplier
Opening Inventory (Note 5)	\$7,000 to \$15,000	Lump	Sum	Before Opening	Approved Suppliers		
Miscellaneous Opening Costs (Note 6)	\$16,800 to \$68,100	Lump See N		As Incurred	Suppliers, Utilities, Employees, Etc.		
Licenses, Permits, Fees and Deposits (Note 7)	\$3,500 to \$5,500	Lump	Sum	Before Opening	Municipalities, utility companies, Lessor or Us		
Uniforms	\$400 to \$1,200	Lump	Sum	Before Opening	Approved Supplier		
Insurance (Note 8)	\$4,500 to \$15,000	Lump	Sum	Before Opening	Insurance Company/Agent		
Travel and Living Expenses While Training (Note 9)	\$2,000 to \$45,000	Lump Sum		As Incurred, During Training.	Airlines, Rental Car Agencies, Restaurants, Hotels, etc.		
Marketing Start-Up Fee (Note 10)	\$5,000 to \$7,500	Lump Sum		As per Contract, Before Opening	Us		
Additional Funds for First 3 Months of Operation (Note 11)	\$81,000 to \$184,000	Lump	Sum	Monthly and As Incurred	Us, Third Parties and Employees		
TOTALS (Notes 12 and 13)	\$991,250 to \$1,699,850	(Does not include real estate costs or costs of delivery vehicle.)					

# Satellite/In-Line:

Initial Investment (Note 1)	Estimated Amount	Metho Paymo		When is Payment Due?	To Whom Is Payment Made?		
Initial Franchise Fee (20 year term)	\$40,000 to \$80,000	See Item 5		Before Opening	Us		
Building Costs (Note 2a & 14)	\$125,000 to \$295,000	Lump Sum or Financed		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Site Development Costs (Note 2a & 14)	\$0 to \$10,000	Lump or Financ		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Additional Development Costs (Note 2b & 14)	\$55,000 to \$75,000	Lump or Financ		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Equipment, Fixtures and Signs (Note 3 & 14)	\$150,000 to \$250,000	Lump or Financ		As Incurred, Before Opening	Approved Suppliers		
Electronic Cash Register / Retail Information System (Note 4)	\$16,050 to \$23,550	Lump Sum or Financed		or		As Incurred, Before Installation	Approved Supplier
Opening Inventory (Note 5)	\$3,000 to \$10,000	Lump	Sum	Before Opening	Approved Suppliers		
Miscellaneous Opening Costs (Note 6)	\$16,800 to \$68,100	Lump See No		As Incurred	Suppliers, Utilities, Employees, Etc.		
Licenses, Permits, Fees and Deposits (Note 7)	\$3,500 to \$5,500	Lump	Sum	Before Opening	Municipalities, utility companies, Lessor or Us		
Uniforms	\$400 to \$1,200	Lump	Sum	Before Opening	Approved Supplier		
Insurance (Note 8)	\$4,500 to \$15,000	Lump	Sum	Before Opening	Insurance Company/Agent		
Travel and Living Expenses While Training (Note 9)	\$2,000 to \$45,000	Lump	Sum	As Incurred, During Training.	Airlines, Rental Car Agencies, Restaurants, Hotels, etc.		
Marketing Start-Up Fee (Note 10)	\$5,000 to \$7,500	Lump Sum		As per Contract, Before Opening	Us		
Additional Funds for First 3 Months of Operation (Note 11)	\$81,000 to \$184,000	Lump	Sum	Monthly and As Incurred	Us, Third Parties and Employees		
TOTALS (Notes 12 and 13)	\$502,250 to \$1,069,850		(Does vehic		te costs or costs of delivery		

# Satellite/Free-Standing:

Initial Investment (Note 1)	Estimated Amount	Methe Paym		When is Payment Due?	To Whom Is Payment Made?
Initial Franchise Fee (20 year term)	\$40,000 to \$80,000	See Item 5		Before Opening	Us
Building Costs (Note 2a & 14)	\$275,000 to \$430,000	Lump or Fin		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)
Site Development Costs (Note 2a & 14)	\$150,000 to \$250,000	Lump or Fin		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)
Additional Development Costs (Note 2b & 14)	\$75,000 to \$95,000	Lump or Fin		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)
Equipment, Fixtures and Signs (Note 3 & 14)	\$150,000 to \$250,000	Lump or Fin		As Incurred, Before Opening	Approved Suppliers
Electronic Cash Register / Retail Information System (Note 4)	\$16,050 to \$23,550	Lump Sum or Financed		As Incurred, Before Installation	Approved Supplier
Opening Inventory (Note 5)	\$3,000 to \$10,000	Lump	Sum	Before Opening	Approved Suppliers
Miscellaneous Opening Costs (Note 6)	\$16,800 to \$68,100	Lump See N		As Incurred	Suppliers, Utilities, Employees, Etc.
Licenses, Permits, Fees and Deposits (Note 7)	\$3,500 to \$5,500	Lump	Sum	Before Opening	Municipalities, utility companies, Lessor or Us
Uniforms	\$400 to \$1,200	Lump	Sum	Before Opening	Approved Supplier
Insurance (Note 8)	\$4,500 to \$15,000	Lump	Sum	Before Opening	Insurance Company/Agent
Travel and Living Expenses While Training (Note 9)	\$2,000 to \$45,000	Lump Sum		As Incurred, During Training.	Airlines, Rental Car Agencies, Restaurants, Hotels, etc.
Marketing Start-Up Fee (Note 10)	\$5,000 to \$7,500	Lump Sum		As per Contract, Before Opening	Us
Additional Funds for First 3 Months of Operation (Note 11)	\$81,000 to \$184,000	Lump	Sum	Monthly and As Incurred	Us, Third Parties and Employees
TOTALS (Notes 12 and 13)	\$822,250 to \$1,464,850		(Does vehicle		te costs or costs of delivery

# Alternative Point of Distribution (APOD):

Initial Investment (Note 1)	Estimated Amount	Meth Paym		When is Payment Due?	To Whom Is Payment Made?		
Initial Franchise Fee (10 year term)	\$10,000 to \$60,000	See Item 5		Before Opening	Us		
Building Costs (Note 2a & 14)	\$15,000 to \$250,000	Lump Sum or Financed		As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Site Development Costs (Note 2a & 14)	Not Applicable	Lump or Fin	Sum anced	As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Additional Development Costs (Note 2b & 14)	\$55,000 to \$75,000	Lump or Fin	Sum anced	As Incurred, Before Opening	Us or Third Parties (your Landlord and/or Contractor)		
Equipment, Fixtures and Signs (Note 3 & 14)	\$40,000 to \$175,000	Lump or Fin	Sum anced	As Incurred, Before Opening	Approved Suppliers		
Electronic Cash Register / Retail Information System (Note 4)	\$12,050	Lump Sum or Financed				As Incurred, Before Installation	Approved Supplier
Opening Inventory (Note 5)	\$3,000 to \$8,000	Lump	Sum	Before Opening	Approved Suppliers		
Miscellaneous Opening Costs (Note 6)	\$16,800 to \$68,100	Lump See N		As Incurred	Suppliers, Utilities, Employees, Etc.		
Licenses, Permits, Fees and Deposits (Note 7)	\$500 to \$1,500	Lump	Sum	Before Opening	Municipalities, utility companies, Lessor or Us		
Uniforms	\$400 to \$800	Lump	Sum	Before Opening	Approved Supplier		
Insurance (Note 8)	\$4,500 to \$15,000	Lump	Sum	Before Opening	Insurance Company/Agent		
Travel and Living Expenses While Training (Note 9)	\$2,000 to \$20,000	Lump Sum		As Incurred, During Training.	Airlines, Rental Car Agencies, Restaurants, Hotels, etc.		
Marketing Start-Up Fee (Note 10)	\$0 to 5,000	Lump Sum		As per Contract, Before Opening	Us		
Additional Funds for First 3 Months of Operation (Note 11)	\$81,000 to \$184,000	Lump Sum		Monthly and As Incurred	Us, Third Parties and Employees		
TOTALS (Notes 12 and 13)	\$240,250 to \$874	4,450	(Does vehicle		te costs or costs of delivery		

# Notes:

**Note 1**: Your initial investment for a new store depends primarily upon: (1) the number of stores you acquire; (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.

**Note 2a**: Real estate costs vary considerably according to the type of store, fair market values in your area, your real estate interest (leasehold or ownership), location, and whether you, your landlord, or we develop the location. Your costs can be higher than the above, depending on the size of the site, code requirements and other factors. These estimates are based on our experience and information provided by construction managers and franchisees.

Depending upon how your deal is structured, you may pay some or all of 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 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.

Building costs include the cost to construct a building. We estimate that a Manufacturing-Retail/In-Line building will cost approximately \$73.00 - \$135.00 per square foot (estimating 2,600 square feet). We estimate that a Manufacturing Retail/Free Standing Building will cost between \$107.00 - \$183.00 per square foot (estimating 2,900 square feet). We estimate that a Satellite/In-Line building will cost \$66.00 - \$155.00 per square foot (estimating 1,900 square feet). We estimate that a Satellite/Free-Standing building will cost \$112.00 - \$205.00 per square foot (estimating 2,100 square feet). We estimate an APOD will cost \$25.00 - \$416.00 per square foot (estimating 600 square feet). Building costs vary by geographic location. Site development costs include the costs to develop the land and other site improvements, including exterior landscaping, electrical and water hookup, paving, sidewalks, lighting, etc. Some local governments may charge an additional amount for utility connections to offset their costs for maintaining water and sewer plants; these amounts are not included in the above figure. Costs can be higher if soil problems or other environmental issues are encountered. These ranges do not include unusual costs to bring utilities to the property for hookup or government imposed "impact fees" (see Note 7 below).

Your initial investment may be significantly lower if we or your landlord develops the location, but in that case, your annual rent will probably be higher. Your rent will likely be based on development costs and reflect a rate of return on the landlord's initial investment, as well as other factors. Commercial leases are typically "triple net" leases, requiring you to pay rent, all taxes, insurance, maintenance, repairs, common area maintenance costs, merchants' association fees and all other costs associated with the property. Rent will likely exceed the landlord's cost of leasing or financing the purchase of the location. You may also have to pay percentage rent. You may also have to make an initial payment into an escrow fund to cover estimated real estate taxes.

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. If you elect to buy land it can cost an additional \$100,000 to \$1,200,000 (and more).

**Note 2b**: Additional development costs include architectural, engineering and legal fees. These estimates do not include extraordinary costs due to extensive redesign, permitting, variances, legal obstacles, etc.

**Note 3**: This amount includes estimated costs of furniture, furnishings, installations, equipment, trade fixtures, small-wares and certain other items on the Store premises, the amount and specific items of which will vary depending upon the location, size and condition of a particular Store. Cost range includes tax and delivery estimated at 10%.

**Note 4**: The price ranges reflect equipment configurations and solution costs for two to four point of sale systems for non-APOD stores and one point of sale system for an APOD store. The number of point of sales systems needed for your store will depend on the size and configuration of the store. See Item 11.

**Note 5**: Before opening a *Dunkin' Donuts* Store, 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 store. The estimated cost for the opening inventory of these products varies for different locations, seasons and the storage capacity of the store. Your initial inventory of merchandise and supplies needed for the operation of the Store will include raw ingredients and products for resale, containers and other paper, plastic or similar goods, maintenance and cleaning materials, office supplies and miscellaneous materials and supplies.

Note 6: MISCELLANEOUS OPENING COSTS*	ESTIMATED TYPICAL RANGE	
Pre-opening Employee Training Payroll	7,500	14,000
Utility Deposits (e.g., Gas, Water, Electricity, Telephone)	0	5,000
Petty Cash (including cash register "Opening Banks")	500	2,000
Distribution Center Refundable Fee**	0	10,000
Computer, printer, router, service contract, E-learning Initial Online Access Fee	2,000	3,100
Equipment for SVC Card (see Item 11)	800	1,000
Video Surveillance	4,500	12,000
Misc. Expenses: e.g., Interior Landscaping Plants, Store Sound System, Office Supplies, Licenses & Permits, Banking Pre-Opening Costs, Public Telephone Deposit	1,500	21,000
ESTIMATED TOTAL	\$16,800	\$68,100

\* Some of these costs may not be applicable to APOD locations

\*\*Required only for stores that receive Distribution Center deliveries.

**Note 7:** The above does not include government imposed "impact fees." We estimate such fees, when imposed, can be \$87,000 or more in some markets. Some local governments may require a performance bond, which is not included in the above range.

**Note 8**: You must provide commercial general liability insurance in minimum amounts of \$2,000,000 aggregate single limit coverage (subject to increase) and maintain other insurance in accordance with state law requirements. Some property owners may require higher levels of commercial general liability insurance under their leases. Initial premiums for commercial general liability insurance are subject to change due to market forces beyond either of our control, but usually range between \$1,000 and \$5,000 per year. Failure to maintain such insurance may result in loss of your franchise and additional financial obligations. 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. The cost of other coverages, including workers' compensation coverage and your discretionary purchases, varies widely, but may range from \$3,500 to \$10,000 per year. Your premium may be higher based upon your risk profile. Most insurance carriers require the first year to be paid in full before opening.

**Note 9**: We pay the cost of presenting the initial training program. However, you must pay for training materials, including the cost of the sanitation exam, uniforms, accommodations and travel expenses, if any, for you and your employees. If you attend the initial training program in a location other than one of our training facilities, then you may be charged certain additional costs such as your portion of the costs for the meeting room. You must also pay for later training programs that we may conduct. Above is the estimated range of costs for (a) two people to attend the Dunkin' Donuts initial training program for five (5) weeks, including transportation, board, lodging, sanitation exam and uniforms (\$2,000 to \$45,000). If a third or fourth person is required to attend the training (based on the size of your SDA), the costs will be increased proportionately. There may be additional 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, your costs will be on the lower end of the range. Disclosure Document

You and your designated representatives must pass the training course before you can open your Store. Any wages or salaries that you may pay trainees while they attend training are not included in these estimates. You must also maintain worker's compensation insurance coverage for trainees in your employ.

**Note 10**: Marketing Start-Up fees are used to promote the opening (or re-opening) of your store and are applicable for new stores. See Item 5.

**Note 11**: Cash flow from your operations may not be adequate to cover operating and other costs during the initial phase of business. The range shown reflects your estimated expenses for the first 3 months of operations. These expenses do not include the owner's salary or draw.

**Note 12**: We do not typically offer financing of any of the above costs except, from time to time, we will provide purchase money financing for equipment and signs. As of the date this Disclosure Document was prepared, in some targeted development markets, new SDA licensees may apply to us for qualification under a program to finance a portion of their development costs. See Item 10.

**Note 13**: The typical free-standing retail *Dunkin' Donuts* store has separate production and eating areas seating from 10 to 40 customers. Generally, free-standing manufacturing retail stores require a lot ranging from 10,000 to 43,000 square feet and a building ranging from 1,700 to 4,000 square feet. Full service satellite Dunkin' Donuts stores have limited production capabilities that vary from location to location. Satellites generally range in size from 600 square feet to 2,748 square feet and usually have special design and layout requirements. Larger stores have walk-in refrigeration/freezer unit included in the gross square footage. Some projects may allow the walk-in refrigeration/freezer unit to be located outside of the building structure. Typically, satellites are developed in smaller strip retail centers, downtown, in dense urban storefront locations, or inside large regional malls. The costs of developing a satellite, while generally less than a manufacturing store, can vary substantially depending upon size, configuration and location. Individual satellites may have limited or no seating. Wholesale accounts, other satellites and other authorized distribution outlets may only be serviced by authorized manufacturing facilities (not by satellites). Alternative Points of Distribution (APODs) are typically 150 square feet to 600 square feet. Some projects for APODs and small *Dunkin' Donuts* satellites (less than 1,000 square feet) may require supplemental dry and/or cold storage.

While satellites generally offer a full range of *Dunkin' Donuts* products, menus may vary from satellite to satellite. Products not manufactured at the satellite are delivered from your manufacturing location, which may be a retail *Dunkin' Donuts* store or a commissary kitchen, if we approve one. To ensure that an adequate supply of acceptable product is available for sale at the satellite, products must be transported in a suitable vehicle on a schedule and in a manner acceptable to us in compliance with federal, state and local regulations as well as our quality, freshness and other standards. You will be required to purchase a delivery vehicle.

The estimated total does not include the cost of a delivery vehicle. Usually only one delivery vehicle is needed for each network of satellites. Additional vehicle(s) may be required, depending upon the size and design of the vehicle, the number, time and amount of deliveries, the distance between deliveries, and other factors.

*Dunkin' Donuts* stores may vary from one another in many respects. For example, stores in urban trade areas may be multi-level with kitchen, storage, sales, and seating areas on two or more levels, or have limited or no seating. Kitchen, storage and sales areas may be smaller than typical *Dunkin' Donuts* units. Specially designed equipment may be necessary. Urban stores 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 raw materials, products and supplies to and from the store. Trash may require special handling, such as daily pickup. On average, urban *Dunkin' Donuts* stores sell more individual products than, for example, dozens or half dozens, which may increase the unit price of products sold. Labor costs may be higher in urban units due to store

configuration and competition for available workers, among other reasons. We encourage you to talk to franchisees who operate stores in similar trade areas to gain a better understanding of how your trade area may vary.

**Note 14:** You cannot borrow more than ninety percent (90%) of (i) the initial investment in the building, site and additional development, equipment, fixtures and signs for new Store or (ii) the purchase price for existing stores ("Permitted Financing").

# Item 8: Restrictions on Sources of Products and Services

We and our predecessors and affiliates have spent considerable time, effort and money to develop the *Dunkin' Donuts* system (the "System"). We have acquired experience and skill in developing and operating stores which produce, merchandise and sell *Dunkin' Donuts* coffee, doughnuts, bagels, muffins, compatible bakery products, croissants, pizzas, snacks and other sandwiches and beverages that we approve. The distinguishing characteristics of our System include, among others, proprietary marks, distinctive exterior and interior design, decor, color and identification schemes and furnishings; special menu items; standards, specifications, requirements and procedures for operations, manufacturing, distribution and delivery; quality and safety of products and services offered; management systems/programs; training and assistance; and marketing, advertising and promotional programs. You must conform to our high and uniform standards of quality, safety, cleanliness, appearance and service. We anticipate that our standards will change over time. You are expected to adhere to these changes.

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

Anthony DiNovi, a member of the Board of Directors of Dunkin' Brands, Inc., holds an indirect beneficial interest in Michael Foods, an approved supplier of eggs, and Aramark, an approved supplier of name badges, to Dunkin' Donuts through investment funds affiliate with Thomas H. Lee Partners. There are no other approved suppliers in which any of our officers or directors own an interest.

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

Our criteria for approving alternative suppliers is not available to you or your proposed suppliers. You and/or the supplier may request approval by submitting the request to us in writing. We may require that samples from the supplier be delivered to us or to a designated independent testing laboratory for testing prior to approval and use. We 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 procedures and we will take into consideration our available resources, which may affect the timing of our response. The supplier must meet our then-current specifications, standards and requirements, which may include signing a non-disclosure agreement and a guarantee of performance. We may change our specifications, standards and requirements at any time. There is no limit on our right to do so. If the supplier is approved or disapproved, we will notify you and the supplier in writing within ninety (90) to one-hundred and eighty (180) days depending on the nature of the products or services. We may withdraw our approval at any time upon written notice if the supplier's performance does not meet our criteria, we change our specifications, standards or requirements or other reasons. You or the supplier will be required to reimburse us for all costs that we incur in the testing and approval process.

We may limit the number of potential suppliers that we consider for approval and for some categories of products we will designate a third party or ourselves as an exclusive supplier. We have exclusive supplier arrangements for some categories of products or services including: distribution, fountain and packaged beverage products, point-ofsale equipment, integrated point-of-sale back office, help desk support, and high speed internet access.

# **Dunkin' Donuts Approved Bakery Manufacturers**

In selected markets, DD has on an experimental basis approved third party manufacturers to manufacture and deliver approved bakery products to approved franchises. Approved franchisees must, on a form we approve, commit for a defined period of time to purchase from the approved manufacturer their requirements for donut and bakery items that we designate. Approved manufacturers are required to produce and deliver the products according to our specifications. Because they are independent businesses and not franchisees, we expect to provide few services to the approved manufacturers. As of the date this Disclosure Document was prepared, we did not charge the approved manufacturer any fees. In some instances, franchisees may be required to transport their own products in a manner we approve or to secure an approved back-up source of supply for these products.

# **<u>Retail Information Systems</u>**

If you are opening a new store, renewing your Franchise Agreement, remodeling an existing store or purchasing an existing store, you are required to purchase, install and use an electronic point-of-sale cash register system approved by us. Currently, Radiant Systems is the only approved point-of-sale equipment vendor and Red Prairie is the only approved integrated back office vendor.

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

Participating company-operated stores, if any, receive lower prices, patronage discounts, and/or allowances from suppliers on the same basis as franchisees.

Under our preferred lending program, certain lenders may require a guarantee by us. In such cases, you will be required to pay to the third party lender a fee of 1% of the loan amount, which will be paid to us by the third party lender. This fee compensates us for the possibility of loss resulting from default. Other financing programs, when and if available through us, may provide for other fees payable to us.

If you lease the Store from us or one of our subsidiaries or affiliates, we may derive revenue in the form of base and percentage rent payments, tax, common area and other payments. In any such case, your payments to us may exceed our costs.

We purchase equipment and signs from unaffiliated suppliers and do not charge a mark-up on sales of new equipment and signs to franchisees unless such purchase is financed through us or guaranteed by us. Payments by you to us for equipment are not refundable, unless you fail our training program.

If you buy an existing store from us, we may derive revenue from your acquisition in excess of our cost to acquire and, in some cases, refurbish or remodel the location. We occasionally sell our real estate interest in a store to the franchisee. The purchase price may reflect the present value of our future revenue projected for the location and other factors.

We derive revenue from the initial franchise fee you pay to us. If you develop a combination store with another chain (subject to our consent), we may derive revenue from the initial franchise fee and other fees you pay or may charge you an initial and continuing fees based on your sales for the other chain.

In the fiscal year ended December 29, 2007, Dunkin' Donuts LLC (including its related Dunkin' subsidiaries and affiliates), had total revenues of \$383,369,000. Of that amount, rental revenue from franchisees represented 23.8% (\$91,225,000).

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

We have entered into an agreement with the National DCP, LLC ("NDCP") under which we have appointed them as the exclusive purchasing and distribution entity for Dunkin' Donuts. The NDCP is a Delaware Limited Liability Company, owned by the four (4) regional Distribution Centers described in the next paragraph. We, through our predecessors and affiliates, working with representatives of franchisees, also developed a regional distribution program (the Distributor Commitment Program or "DCP"). Stores must purchase their requirements for most items that we specify from the NDCP. We approve all suppliers of products as part of this program. The NDCP may purchase, on behalf of participating stores, quantities in excess of current short-term store needs. Advance purchases are intended to minimize the impact of anticipated price increases, shortages or outages. While participation in the NDCP and the regional DCPs is voluntary, the NDCP is the exclusive purchasing and distribution entity for Dunkin' Donuts and virtually all franchisees participate in the DCP system, so your ability to access alternative supply and distribution may be very limited.

Under the regional Distributor Commitment Program, franchisees in various regions are members of Distribution Centers as regional distributors of food and supplies to member Dunkin' Donuts Stores. These Distribution Centers are separate non-stock Delaware corporations, which are managed by NDCP, and organized as cooperatives to pass on savings to their members through lower prices and patronage dividends. Distribution Centers are located in Bellingham, Massachusetts (Northeast), Groveland, Florida (Southeast), Westhampton, New Jersey (Mid-Atlantic), and Mokena, Illinois (Midwest). (Note that these regions are different than regions described elsewhere in this Disclosure Document.)

Membership requires your commitment to purchase your food and supply requirements, as well as certain services, that it offers to its members for sale exclusively from the Distribution Center as well as a one-time membership fee. Currently, the membership fee per participating store is \$2,500.00 for all regions.

For your Dunkin' Donuts satellite store(s), you may not have to pay a separate membership fee unless deliveries are made at the satellite(s), however, you will be required to execute an agreement with NDCP and your regional distribution center to purchase all of your requirements and services from the distribution center through one of your participating stores. DD has no control over such membership fees, which may change from time to time. You should check with the applicable Distribution Center for a description of membership or other fees.

Typically, we participate as a member of the Distribution Centers only for applicable stores we operate, if any. We can provide you additional information, upon request. At some point in the future, you may be required to become a member of the NDCP, which may require the payment of a fee.

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

We do not provide any material special benefits to franchisees for particular products or services or using designated suppliers.

# Item 9: Franchisee's Obligations

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

	The Abbreviations Used in the Table						
FA	Franchise Agreement	Rider to	Rider to Contract for Sale				
		Contract					
Combo FA	Dunkin' Donuts/Baskin-Robbins	Transfer Agr.	Agr. to Transfer by the Sale of				
	Combo Franchise Agreement		Assets				
SDA	Store Development Agr.	Intranet Terms	Dunkin' Brands Intranet Terms of				
			Use				
Add SDA &	Addendum to Store Development	Participant	Participant Agreement				
FA	Agreement and Franchise Agreement	Agr.					
Lease	Lease	TOA	Temporary Operating Agreement				
Opt. to	Option to Assume (Franchisee's)						
Assume	Lease						

	OBLIGATION	SECTION IN AGREEMENT	ITEM(S) IN OFFERING CIRCULAR
a.	Site selection and acquisition/lease	FA: §2.5, §3.0, §16.0 Combo FA: §2.5, §3.0, §16.0 Lease & Opt. to Assume SDA: §3.A. Rider: §2.4 Transfer Agr.: §2.0-2.3	Items 1, 6, 7 & 11
b.	Pre-opening purchases/leases	FA: §7.02, 7.04 - §7.05 Combo FA: §7.02, 7.04 - §7.05	See a.
c.	Site development and other pre-opening requirements	See b. Lease: §5(b), §10(a)(b) SDA: §3.A.	See a.
d.	Initial and ongoing training	FA: §4.0 - §4.1 Combo FA: Contract Data E.2., §4.0 - §4.2 Add. SDA & FA: Section 4. Participant Agr. Rider: §4.2.D	Item 11
e.	Opening	FA: §1.0 - §1.06	Item 11

	OBLIGATION	SECTION IN AGREEMENT	ITEM(S) IN OFFERING CIRCULAR
f.	Fees	<ul> <li>FA: Contract Data CF., §4.0, §5.0 - §5.8, §6.0, §13.2 - §13.2.3, §14.4.4, §14.7.1</li> <li>Combo FA: Contract Data CF., §4.0, §5.0 - §5.8, §6.0, §13.2 - §13.2.3, §14.4.4, §14.7.1</li> <li>Add. SDA &amp; FA: Sections 1. &amp; 4.</li> <li>Lease: §1,8, §1.9, §1.11, §1.12, §1.13, §4(a)(g), §6(a)(b), §7(a), §11(a)(b)</li> <li>SDA: §2, §4, §6., §9.C., §9.D., Ex. B</li> <li>Rider: §2.6, §2.7.B., §2.13, §4.1</li> <li>Transfer Agr.: §5.3</li> <li>TOA: §3.b - 3.d, §4</li> </ul>	Items 5 & 6
g.	Compliance with standards and policies/Operating Manual	<ul> <li>FA: §2.2 - §2.5, §3.0, §4.1, §5.1, §7.6, §8.0 - §8.2,</li> <li>§12, §13.1, §14.4.2, §14.5, §14.7.4</li> <li>Combo FA: §2.2 - §2.5, §3.0, §4.1, §5.1, §7.6, §8.0 - §8.2, §12, §13.1, §14.4.2, §14.5, §14.7.4</li> <li>Add. SDA &amp; FA: Sections 1., 2. &amp; 3.</li> <li>SDA: §3.A., §4., §8</li> <li>Intranet. Terms</li> <li>TOA: §2, §3.a, §3.c</li> </ul>	Item 11
h.	Trademarks and proprietary information	<ul> <li>FA: §2.0 - §2.4, §9.0 - §9.4, §10.0 - §10.1, §10.3 -</li> <li>§10.5, §14.03, §14.41, §14.5 - §14.6, §14.7.3, §14.7.7</li> <li>Combo FA: §2.0 - §2.4, §9.0 - §9.4, §10.0 - §10.1,</li> <li>§10.3 - §10.5, §14.03, §14.41, §14.5 - §14.6, §14.7.3,</li> <li>§14.7.7</li> <li>SDA: §7, §11</li> <li>Participant Agr.: §1, §4</li> <li>Rider: §4.7</li> <li>Intranet. Terms: §6</li> </ul>	Items 13 & 14
i.	Restrictions on products/services offered	FA: §2.0, §7.0.4 - §7.0.5.1, §7.0.9, §7.5 Combo FA: §2.0, §7.0.4 - §7.0.5, §7.0.9, §7.5 Lease: §8	Item 16
j.	Warranty and customer service requirements	FA: §2.5, §7.0.6, §7.0.7, §7.6 Combo FA: §2.5, §7.0.6, §7.0.7, §7.6	Item 11
k.	Territorial development and sales quotas	SDA Rider: §2.3.B.	Items 1 & 12
1.	Ongoing product/service purchases	FA: §7.0.4 - §7.0.5, §7.5 Combo FA: §7.0.4 - §7.0.5, §7.5	Item 8
m.	Maintenance, appearance and remodeling requirements	FA: Contract Data G, §2.2, §2.5, §3.0, §7.0.2, §8.0 - §8.2 Combo FA: Contract Data G, §2.2, §2.5, §3.0, §7.0.2, §8.0 - §8.2 Lease: §11(f)(g) TOA: §3.a	Item 11

	OBLIGATION	SECTION IN AGREEMENT	ITEM(S) IN OFFERING CIRCULAR
n.	Insurance	FA: §12.0 - §12.2 Combo FA: §12.0 - §12.2 Lease: §11(c), §16 Rider: §4.6	Items 6 & 8
0.	Advertising	FA: Contract Data D & F, §5.1, §5.3, §5.4, §6.0, §9.1 Combo FA: Contract Data D & F, §5.1, §5.3, §5.4, §6.0, §9.1 Rider: I.F.	Items 6 & 11
p.	Indemnification	FA: §12.2, §14.9 Combo FA: §12.2, §14.9 Participant Agr.: §2 - §3 Rider: §3.1 Transfer Agr.: §1.2, §2.0.3, §6.2	Item 6
q.	Owner's participation management/staffing	FA: §7.0.6, §7.0.7,§7.45.1.8.1 Combo FA: §7.0.6, §7.0.7,§7.45.1.8.1	Items 11 & 15
r.	Records/reports	FA: §5.2 - §5.4, §5.8, §7.0.3, §11.0 - §11.3 Combo FA: §5.2 - §5.4, §5.8, §7.0.3, §11.0 - §11.3 Lease: §4(f)	Item 6
s.	Inspections/audits	FA: §7.2, §11.2, §14.4.1, §14.4.2 Combo FA: §7.2, §11.2, §14.4.1, §14.4.2 Lease: §4(g)	Items 6 & 11
t.	Transfer	FA: §13.0 - §13.4 Combo FA: §13.0 - §13.4 Lease: §15 SDA: §9. Rider Transfer Agr.	Item 17
u.	Renewal	SDA: §4. Transfer Agr.: §5.4	Item 17
v.	Post-termination obligations	<ul> <li>FA: §10.2, §10.3, §14.6 - §14.7.7</li> <li>Combo FA: §10.2, §10.3, §14.6 - §14.7.7</li> <li>Lease: §11(k) &amp; Opt. to Assume</li> <li>Rider: §2.3.B.</li> <li>Transfer Agr.: §1.0</li> <li>TOA: §5</li> </ul>	Item 17
w.	Non-competition covenants	FA: §10.1 - §10.2 Combo FA: §10.1 - §10.2 Participant Agr.: §5 Rider §2.3.B. Transfer Agr.: §1.0	Item 17
x.	Dispute resolution	FA: §15.0 - §15.3 SDA: §10. Intranet Terms: §7	Item 17
y.	Other (describe)	None	

#### Item 10: Financing

#### **General Overview of Programs:**

As of the date this Disclosure Document was prepared, our predecessor had facilitated, through third party lenders, financing for qualified franchisees. The amount of financing and period of repayment varies by program, circumstances, and creditworthiness of the applicant. For the purchase of both new and existing franchised businesses, the costs that are typically financed include, but are not limited to, construction, remodeling or leasehold improvements; site acquisition; and new or replacement equipment and fixtures. SBA loans will finance working capital. Typically, financed costs do not include initial franchise fees, inventory or supplies. All decisions to provide financing are at the sole and absolute discretion of the respective lender, except in cases whereby the respective lender requires a full or partial loan guarantee from us. (see Fees and Other Amounts Paid to Us below)

Terms of financing and rates may vary among the lenders. We may make changes to the list of lenders with which we have financing programs. The terms and conditions of these programs may change and the programs may be withdrawn without notice. The rates change frequently according to market conditions. You should obtain current information from the lender before committing to financing.

We do not advise you as to which financing program to choose. We strongly encourage you to investigate other sources of financing and to discuss each available program with an accountant or tax advisor to determine which program best suits your individual needs.

#### **Typical Qualifications:**

Each lender maintains its own underwriting criteria and reserves the right to approve or deny any application for credit based on its internal rules and guidelines. These criteria typically include: acceptable pre-financing and anticipated post-financing cash flow, net worth, and debt to equity (leverage); acceptable credit history; management and/or food service experience; an acceptable purchase price if you are purchasing an existing store; the amount proposed to be financed must be within certain approved parameters; the applicant must provide designated equity participation; an acceptable business and financial plan; the applicant must be in compliance with its agreements with us; the applicant must complete our training program, and other factors from time to time required by us or the lending institution. In addition, the lender may require that you own other stores at the time of the loan application.

#### Fees and Other Amounts Paid to Us:

Under our preferred and approved lending programs, certain of our preferred and approved lenders have guaranteed loan programs with us and they may require a guarantee by us for loans made under those programs. In such cases, our Treasury Department will decide whether to guarantee your loan. In such cases, you will typically be required to pay to the third party lender a fee of 1% of the loan amount, which will be paid to us by the third party lender. Such fee compensates us for the possibility of loss resulting from default.

#### **Typical Contractual Obligations:**

The lenders' documents typically provide for the acceleration of principal and for the removal and sale of the collateral upon your default. The documents may also contain waivers of defenses, notice, demand, protest, redemption, appraisement, suretyship rights, set-off, recoupment or counterclaim against us and/or the lender. A termination of your Franchise Agreement may constitute a default of your loan or lease. Also, you may be required to waive all exemption and homestead laws and to consent to a non-jury trial where not prohibited by law. Financing may not be transferable, and payment of principal and interest may be due upon the sale of your store. Late fees, attorneys' fees and default interest may also be imposed under certain circumstances. See Exhibit C,

Sample Loan Documents). The loan documents, and the loan terms in such documents, may be changed from time to time.

All of your shareholders, owners and partners will typically be required to personally guarantee the obligations under the loan documents. Financing is typically secured by perfected first priority liens against your business and, in some cases, personal assets, including without limitation, real estate, improvements, equipment and signs. Prepayment penalties are often required and are dependent upon the individual agreement. Interest income may be recognized under the "Rule of 78s" (precomputation of interest due over term of loan reflecting monthly principal balance). The specific provisions of individual contracts will vary from program to program and among the lenders. As of the date this Disclosure Document was prepared, third party lenders handle almost all of the financing arrangements. We have no present intent to sell, assign, or discount to a third party all or part of any of the financing arrangements we may handle, but we reserve the right to do so in the future. You should check with the third party lender you select regarding their policy on selling, assigning or discounting loans.

# **Programs for Franchisees: Limited Availability and Types of Programs:**

If you are qualified, financing for specific purposes may be available to you through third party lenders. To qualify for new store or remodel financing, you typically are required to have been a franchisee for at least one year and meet other qualifications then applicable. Third party lenders have, from time to time, provided financing for conversions of retail outlets to the System. Third party lenders may finance your purchase of a previously owned store from us. Third party lenders may also make available to you a program to lease equipment and signs. Under such program, third party lenders may lease the equipment and signs to you with or without an option to purchase at the end of the lease term.

We may, from time to time, have one or more programs with one or more third party lenders. The following describes programs available at the time this Disclosure Document was prepared. If there is any inconsistency between the above general overview and the specific programs described below, the terms of the specific program apply.

Interest rates vary based on the cost of funds, credit quality, loan size and other considerations. The interest rates and annual percentage rates displayed below were effective as of the date of this Disclosure Document and are subject to change at any time without notice.

#### The CIT Group, Conventional Financing Program:

The CIT Group provides financing for equipment, leasehold improvements, business acquisitions, real estate, construction, development lines, debt consolidation and refinancing. As noted above, Dunkin' Brands may, in some cases, guarantee loans extended by the CIT Group (the fee for this guarantee is noted in the chart below). Additional Collateral required by CIT may from time to time include a first lien security interest in all equipment, leasehold improvements, assignments, permits and Franchise Agreements for each Store financed to the extent permitted by UCC Section 9-408.

As of the date this Disclosure Document was prepared, the CIT Group offered the following loans:

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 1 to 2.5% over the Prime Rate providing an interest range of 8.00% to 10.00%*;	8.00%- 10.00%	Up to 7 years with up to 20 year amortization	Up to 1% of the loan appraisal, and environme ntal costs, but amounts can vary depending upon the complexity of the transaction.	Varies depending on complexity of transaction	First mortgage lien on subject property; additional collateral and personal guarantee may be required	Up to 85%

<sup>c</sup>Prime Rate as of 1/1/08 was 7.25%

Prepayment Penalties: Five year annually declining percentage of the principal outstanding depending on year of prepayment (5% in year 1, followed by 4%, 3%, 2%, 1% in years 2, 3, 4, and 5, respectively, with no prepayment penalty after year 5).

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 1 to 2.5% over the Prime Rate providing an interest range of 8.00% to 10.00%*;	8.00%- 10.00%	During construction period only.	Typically 1% of loan amount, but varies depending on complexity of transaction	\$500- \$1,500, which includes UCC searches and filings.	First mortgage lien on subject property; additional collateral and personal guarantee may be required	Up to 85%

\*Prime Rate as of 1/1/08 was 7.25%

Prepayment Penalties: Five year annually declining percentage of the principal outstanding depending on year of prepayment (5% in year 1, followed by 4%, 3%, 2%, 1% in years 2, 3, 4, and 5, respectively, with no prepayment penalty after year 5).

	Equipment and Leasehold Improvement Loans							
Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value		
Floating rate based on a spread of 1.5to 2.75% over the Prime Rate providing an interest range of 8.50% to 10.50%*	8.50% – 10.50%	Up to 84 months, fully amortizing	1% of the loan amount**	\$500 but vary based on the complexity of the transaction	Blanket lien or first lien on UCC property; additional collateral and personal guarantee may be required	Up to 100%		

\*Prime Rate as of 1/1/08 was 8.25%

\*\*The one percent (1%) will be paid to us on all loans guaranteed by us and will be retained by the CIT Group on all loans not requiring the guarantee.

<u>Prepayment Penalties</u>: Five year annually declining percentage of the principal outstanding depending on year of prepayment (5% in year 1, followed by 4%, 3%, 2%, 1% in years 2, 3, 4, and 5, respectively, with no prepayment penalty after year 5).

<b>Business Acquisition Loans</b>							
Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value	
Floating rate based on a spread of 1.5to 3.00% over the Prime Rate providing an interest range of 8.75% to 10.25%*	9875%– 10.25%	Up to 120 months, fully amortizing	1% of the loan amount**	500 but vary based on the complexity of the transaction	Blanket lien or first lien on UCC property; additional collateral and personal guarantee may be required	Up to 90%	

\*Prime Rate as of 1/1/08 was 7.25%

\*\*The one percent (1%) will be paid to us on all loans guaranteed by us and will be retained by The CIT Group on all loans not requiring the guarantee.

<u>Prepayment Penalties</u>: Five year annually declining percentage of the principal outstanding depending on year of prepayment (5% in year 1, followed by 4%, 3%, 2%, 1% in years 2, 3, 4, and 5, respectively, with no prepayment penalty after year 5).

# NCB:

NCB provides financing for real estate (land/building acquisitions, building construction, prime lease buyouts), equipment and leasehold improvements, business acquisitions, debt consolidation and refinancing.

As of the date this Disclosure Document was prepared, NCB offered the following loans:

Rate	Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.0% over the Prime Rate providing an interest range of 7.25% to 9.25%*; fixed rate options are also available	7.7%- 9.26%**	5-year to 10- year term with up to 20- year amortization	Depends on size and type of loan	Depends on size and type of loan	First mortgage lien on subject property; additional collateral and personal guarantee may be required	Up to 80%

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.0% over the Prime Rate providing an interest range of 7.25% to 9.25%*; fixed rate options are also	7.70%- 9.72%**	Interim financing term up to 9 months	Depends on size and type of loan	Depends on size and type of loan	First mortgage lien on subject property; additional collateral and personal guarantee may be required	Up to 80%

Prepayment Penalties: Typically, floating rate loans do not carry prepayment penalties

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.0% over the Prime Rate providing an interest range of 7.25% to 9.25%*; fixed rate options are also available	7.70%- 9.72%**	Up to 10- year term, fully amortizing	Depends on size and type of loan	Depends on size and type of loan	First lien on UCC property; assignment of lease for subject unit; additional collateral and personal guarantee may be required depending on nature of loan	Up to 80%

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.0% over the Prime Rate providing an interest range of 7.25% to 9.25% *; fixed rate options are also available	7.70%- 9.72%	Up to 10 year term, fully amortizing	Depends on size and type of loan	Depends on size and type of loan	First lien on UCC property; assignment of lease for subject unit; additional collateral and personal guarantee may be required depending on nature of loan	Up to 80%

# **Guaranteed Financing Program with NCB**

Statements made in regard to the Preferred Lender Program, under Item 10. Financing, relating to General Overview of Programs, Typical Qualifications, Fees and Other Amounts Paid to Us, Typical Contractual Obligations and Programs for Franchisees all apply to the New Market Entry Financing Program except where differences are stated below.

The following guaranteed financing incentive program was developed in partnership with NCB to finance stores, central manufacturing locations (CML's) and delivery trucks and will be offered to certain franchisees previously approved by us. We intend to offer a variation of this program to certain prospective franchisees for CML's and related truck leasing only in Designated Market Areas (DMAs) that we designate as New Market Entry . Depending on which DMA you are entering, certain terms and conditions will apply to your financing, as detailed below. Real estate acquisition is not allowed under the Program, however, we reserve the right to make exceptions from time to time at its sole discretion. We will not receive any fees from NCB as part of the Program. We reserve the right to cancel or modify this incentive program.

We do not advise you as to which financing program to choose. We strongly encourage you to investigate other sources of financing and to discuss each available program with an accountant or tax advisor to determine which program best suits your individual needs.

As of the date of this Disclosure Document was prepared, NCB offered the following terms for New Market Entry Loans:

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Six months interest only – Prime Rate* plus 75 basis points. After the interest only period, there are two interest rate options, a floating rate, the same as above, or a fixed rate based on the Treasury Note Yield plus 325	8.46% **	10-years, with the first six months being interest only, 10- year amortization	Depends on size and type of loan	Depends upon complexity of transaction and number of borrowing entities.	First priority security interest in all of each Borrower's assets and personal guarantee is required	Up to 90%

Soft Costs – means travel, Marketing Start-up Fee, Distribution Commitment Program ("DCP") and utility costs, Initial Franchise Fee, CML Cooperative membership fees, training and the food and labor expenses incurred prior to the store opening.

\*Prime Rate as of 1/1/08 was 7.25%.

\*\* Assumes a 10 year term and closing and document fees of 2%

<u>Prepayment Penalties</u>: – Typically, floating rate loans do not carry prepayment penalties. Fixed rate loans are subject to a yield maintenance fee determined and disclosed by NCB.

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
24 month interest only period (including six month draw period) – Prime Rate* plus 75 basis points. After the interest only period, there are two interest rate options, a floating rate, the same as above, or a fixed rate based on the Treasury Note Yield plus 300 basis points	8.46%**	10-years, with the first 24 months interest only and the remaining payments being equal consecutive principal and interest payments or 10-years with 24 months interest only and the remaining payments being amortized over 10- years causing a balloon payment at the end of the term.	Depends on size and type of Loan.	Depends upon complexity of transaction.	First priority security interest in all of each Borrower's assets	Up to 90% of facility project costs, total amount financed not to exceed \$3,500,000 for Charlotte, Cleveland & Tampa; \$3,150,000 for al other DMA's.

Soft Costs – means travel, Marketing Start-up Fee, Distribution Commitment Program ("DCP") and utility costs, Initial Franchise Fee, CML Cooperative membership fees, training and the food and labor expenses incurred prior to the store opening.

\*Prime rate as of 1/1/08 was 7.25%.

\*\* Assumes a 10 year term and closing and document fees of 2%

Each member store must corporately guarantee the CML Loan up to its pro rata ownership in the CML.

<u>Prepayment Penalties</u>: - Typically, floating rate loans do not carry prepayment penalties. Fixed rate loans are subject to a yield maintenance fee determined and disclosed by NCB.

Delivery Trucks in DMAs designated as New Market Entry by us								
Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value		
4-year fixed rate determined by reference to the three and five year Treasury Note Yields plus 400 basis points. A floating rate is not available	7.5%	4-years (the CML will have 18 months following the closing of the CML Loan to disburse funds for delivery trucks)	Depends on size and type of loan	Depends on size and type of Loan	First priority security interest in each vehicle	100% of the Purchase Price***, total delivery truck amount financed not to exceed \$320,000****		

## Sovereign Bank, Conventional Financing Program:

Sovereign Bank provides financing for equipment, new store development, central kitchens, remodels, real estate, leasehold improvements, business acquisitions, debt consolidation and refinancing.

As of the date this Disclosure Document was prepared, Sovereign Bank offered the following loans:

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.5% over the Prime Rate providing an interest range of 7.25% to 8.5%*	7.25% - 8.5%	Up to 7 to 10 years with up to 20 year amortizati on	Up to 1% of the loan. Borrower responsible for appraisal, and environment al costs	Varies depending on complexity of transaction	First mortgage on subject property; additional collateral and personal guarantee shall be required	80% of the lower of cost or appraised value

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0 to 2.5% over the Prime Rate providing an interest range of 7.25% to 9.75%*	7.25% - 9.75%	Up to 12 months construction period	Up to 1% of the loan, appraisal. Borrower responsible for appraisal, andenvironme ntal costs	Varies depending on complexity of transaction	First mortgage on subject property; additional collateral and personal guarantee shall be required	80% of the lower of cost of appraised value.

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0to 2.5% over the Prime Rate providing an interest range of 7.25% to 9.75% *	7.25% - 9.75%	Up to 10 years, fully amortizing	Up to 1% of the loan	Varies depending on complexity of transaction	Blanket lien or first lien on UCC property; additional collateral and personal guarantee shall be required	Up to 100% of equip- ment and leasehold improve ments

\*Prime Rate as of 1/1/08 was 7.25%

Interest Rate	Annual Percentage Rate	Term	Closing Costs	Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 0to 2.5% over the Prime Rate providing an interest range of 7.25% to 9.75%*	7.25% - 9.75%	Up to 10years with up to 10 year amortization	1% of the loan	Varies depending on complexity of transaction	Blanket lien or first lien on UCC property; additional collateral and personal guarantee shall be required	Up to 90% of the purchas price

<u>Prepayment Penalties</u>: Typically, floating rate loans do not carry prepayment penalties. Fixed rate loans are subject to prepayment penalties as determined by Sovereign Bank.

\*Prime Rate as of 1/1/08 was 7.25%

### Small Business Administration Program Lending

In addition to the conventional financing programs offered above, we have relationships with two lending institutions, The CIT Group Small Business Lending Corporation ("CIT-SBLC") and Comerica Bank, specializing in the provision of financing under the U.S. Small Business Administration ("SBA") "7(a)" and "504" lending programs. We do not receive any consideration for loans made by either of these lending institutions to franchisees. Currently, CIT-SBLC and Comerica are offering loans to approved franchisee borrowers on the terms and provisions summarized below. Such terms and provisions are typical for SBA 7(a) loans, but may vary depending on the circumstances of each borrower and the collateral. Either of these lenders may change the terms of their financing programs from time to time.

Financing under the SBA program is generally available for the purchase, construction (including leasehold improvements) or refinancing of commercial real estate, the purchase of furniture, fixtures and equipment, inventory and working capital. Certain initial fees and legal fees may be financed as well. The interest rate on most SBA 7(a) loans are based upon the prime rate as published in *The Wall Street Journal* and adjusted quarterly and vary depending upon the creditworthiness of the applicant and other factors, and may change. The SBA 7(a) loans are fully amortized and have no points. In addition to usual and customary closing costs, the SBA charges a guaranty fee equal to 1.5% to 3.5% of the loan amount, which can also be financed. The term of an SBA 7(a) loan typically ranges from 7 to 25 years.

The terms and conditions of SBA 7(a) loans are stated in the loan documents, which may be modified from time to time. SBA 7(a) loans are secured by the property being acquired as a result of the financing, and CIT-SBLC and Comerica Bank may require additional collateral to further support the loan. In addition, both institutions require the personal guaranty of the franchisee borrower and may require the pledge of a personal residence of a guarantor or principal of the business as collateral.

### The CIT Group Small Business Lending Corporation:

The CIT-SBLC offers loans under the Small Business Administration in accordance with the following general terms and conditions. The following table pertains to Real Estate Mortgage loans, Real Estate – Construction loans, Real Estate – Permanent loans, Equipment and Leasehold Improvement loans and Business Acquisition loans:

Interest Rate/Annual Percentage Rate	Term	Closing Costs/Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 1.25 to 2.75% over the Prime Rate* providing an interest range of 8.50% to 10.00%, the rate is adjusted quarterly	Blended term based on the use of proceeds. Up to 25 years for real estate, and 10 years for furniture, fixtures, and equipment ("FF&E"), inventory, working capital, etc. (Most loans with real estate are 17 to 22 years and most	SBA guaranty fee and closing costs are approximately 3% - 5% of the guaranteed amount, are based on a sliding scale and typically include appraisal fees, environmental study fees, attorney fees, and	First lien on all business assets including land, building, and FF&E. Personal assets may be required if loan is not fully collateralized by business assets. Personal guarantee will be required.	Up to 90% of total project cost
the rate is adjusted	capital, etc. (Most loans with real estate are 17	appraisal fees, environmental study	business assets. Personal guarantee will	

<u>Prepayment Penalties</u>. For loans funded under the SBA 7(a) program that have a term of 15 years or less, there is no prepayment penalty. For loans funded under the SBA 7(a) program that have a term of more than 15 years the penalty is 5% year one, 3% year two, and 1% year three. No penalty after year three. For loans funded under the SBA 504 program, in which the Certified Development Center ("CDC") funds a portion of the loan and CIT funds a portion of the loan, the prepayment penalty is a declining percentage of the principal outstanding depending on year of prepayment. On the portion of the loan funded by the CDC, the prepayment penalty is as follows: 10% in year 1, 9% in year 2, 8% in year 3, 7% in year 4, 6% in year 5, 5% in year 6, 4% in year 7, 3% in year 8, 2% in year 9 and 1% in year 10; no penalty after year 10. On the portion of the loan funded by CIT, the prepayment penalty is as follows: 5% in year 1, 4 in year 2, 3% in year 4, and 1% in year 5, with no prepayment penalty after year 5.

\*Prime Rate as of 1/1/08 was 7.25%

## **Comerica Bank**

Comerica Bank offers loans under the Small Business Administration in accordance with the following general terms and conditions. The following table pertains to Real Estate Mortgage, Real Estate – Construction, Real Estate – Permanent, Equipment and Leasehold Improvements, and Business Acquisition Loans:

Interest Rate/Annual Percentage Rate	Term	Closing Costs/Documentation Fees	Security Interest/ Collateral	Loan To Value
Floating rate based on a spread of 1.25 to 2.00% over the Prime Rate* providing an interest range of 8.50% to 9.25%, the rate is adjusted quarterly	Blended term based on the use of proceeds. Up to 25 years for real estate, and 10 years for furniture, fixtures, and equipment ("FF&E"), inventory, working capital, etc. (Most loans with real estate are 17 to 22 years and most loans without real estate are 10 years)	SBA Guaranty Fee and closing costs are 3% to 5% of the guaranteed amount and is based on a sliding scale and typically include appraisal fees, environmental study fees, attorney fees, and packaging fees.	All business assets including land, building, and FF&E. Personal assets may be required if loan is not fully collateralized by business assets. Personal guarantee is required.	Up to 90% of total project cost

<u>Prepayment Penalties</u>. For loans with a term of 15 years or less, there is no prepayment penalty. For loans that have a term of more than 15 years the penalty is 5% year one, 3% year two, and 1% year three. No penalty after year three.

\* Prime Rate as of 1/1/08 was 7.25%

## Item 11: Franchisor's Obligations

**Except as listed below, we are not required to provide you with any assistance.** As described in Item 1 of this Disclosure Document, Dunkin' Brands employs all the persons who will provide service to you under the terms of your Store Development Agreements ("SDA") and Franchise Agreements ("FA").

## A. Initial Services:

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

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

1. Most stores are developed by franchisees who find their own locations. Many negotiate their own real estate interest. If you are developing a new store, we will approve the location if it meets our standards. We will provide you with a copy of our standard plans and specifications for the brand(s) and type of store. You must conform the premises to all codes and ordinances and obtain all required permits. You must construct or remodel the location to our standards and subject to our approval. (See Section 3 of the SDA, Contract Data Schedule, G and Section 3 of the FA).

2. We will provide you the standards for designing, constructing and equipping your Store. (See Section 3 of the FA).

3. If you are opening a new store, we will make an initial training program available to you and/or your designated representative. (See Section 4 of the FA)

### **B.** Continuing Services:

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

1. We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Store s. (See Section 2 of the FA)

2. We will provide you with standards for the location, physical characteristics and operating systems of stores and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our System. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. (See Section 2 of the FA)

3. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all *Dunkin' Donuts* stores. (See Section 2 of the FA)

4. We must review advertising and promotional materials you propose to use locally. (See Section 6 of the FA)

5. We will administer the The Dunkin' Donuts Advertising and Sales Promotion Fund and direct the development of all advertising, marketing and promotional programs for the System. (See Section 6 of the FA).

6. If you request renewal of your SDA, we will reassess the potential of the store development area for further development, and offer you the first opportunity to enter into a new agreement for additional development in our sole discretion. (See Section 4 of the SDA)

## ADVERTISING AND SALES PROMOTION FUNDS

<u>Advertising Cooperatives</u>: We do not require or employ any advertising cooperatives. We do, however, administer and direct the development of advertising and promotional programs as described below.

<u>Your Own Advertising</u>: Under certain circumstances, you may use your own local advertising. To do so, you must obtain our prior approval of all your local advertising and promotional plans and all materials you would like to use.

<u>Sale of Franchises</u>: Except as expressly disclosed below, none of the advertising fees collected from franchisees are used to pay to advertise or promote the sale of our franchises.

<u>Franchisor Owned Stores</u>: Company owned stores contribute to the Advertising and Sales Promotion Funds on the same basis as franchisees.

#### THE DUNKIN' DONUTS FUND

We administer and direct the development of all advertising and promotional programs of the Dunkin' Donuts System.

Advertising may be disseminated in various types of media (e.g., print, radio, television, the Internet, billboards and others). At our discretion, the scope of individual advertising programs may be local, regional or national. (The term "advertising" as used in this section also includes related activities as described below.) As of the date this Disclosure Document was prepared, creative work was being done by our outside agency, Hill, Holliday, Connors, Cosmopulos. We reserve the right to change advertising agencies from time to time without notice to you.

The Fund's fiscal year coincides with our fiscal year. At the end of the most recently concluded fiscal year (December 29, 2007), the following unaudited percentages of funds received were spent on: production (9%); media placement (49%); administrative (10%); and other (32%). "Other" includes: national contests, design development, market research, point of purchase (P.O.P.) materials, sponsorships, readiness kits (to prepare store staff for marketing programs), public relations, Internet marketing, sports marketing and other items.

That portion of your advertising contribution equal to one percent (1%) of the gross sales of your store will be utilized, at our discretion, to provide for the administrative expenses of the Fund and for programs designed to increase sales and enhance and further develop the public reputation and image of *Dunkin' Donuts* and the *Dunkin' Donuts* and the *Dunkin' Donuts* system. The balance, including any interest earned by the Fund, will be used for advertising and related expenses, which include various marketing and promotional activities and the costs to prepare, produce and distribute advertising, marketing and related materials. As part of administrative expenses, the Fund pays us amounts equivalent to salaries, travel, rent and other expenses of the Fund.

As noted above, we determine the content and placement of advertising. While we are not required to spend any amount in advertising in your area, as of the date this Disclosure Document was prepared, most advertising funds are spent for regional programs. We have no obligation to ensure that you benefit directly or on a prorata basis from advertising.

Advertising funds not spent in the fiscal year in which they accrue are typically carried forward to the next year and spent on advertising and related expenses. Under the Franchise Agreement, we must provide you with a copy of the audited statement of the Fund if you request it.

If two-thirds (2/3) of the franchisees nationally (regarding national programs) or locally (regarding local or regional programs) agree to pay advertising fees greater than five percent (5%) for a certain time or program, then you must also pay the same greater advertising fees, even if you did not agree to make such payments. Advertising fees greater than the standard 5% of Gross Sales will be used for their intended programs.

#### Dunkin Donuts Brand Advisory Council

The Brand Advisory Council is composed of franchisees to advise us on advertising and other issues. Under this system, members of the Brand Advisory Council are selected by vote of regional council members at company sponsored regional council meetings. We may appoint additional members. We reserve the right to change one or more of these councils, to form new councils or to dissolve one or more councils. These councils will serve in an

advisory capacity only and will not have either operational or decision making power.

## **RETAIL INFORMATION TECHNOLOGY SYSTEMS - APPROVED PLATFORMS**

All stores are required to have and you must purchase all Retail Information Technology System designated by us for the size and configuration of your Store. We require that all Retail Information Technology Systems be maintained in "continuous operational condition." The components of our required Retail Information Technology System and cost ranges are described below. You will use the Retail Information Technology Systems to, among other things, pay royalties and late fees, process credit and gift cards, submit Profit and Loss statements, access the companies franchisee intranet, access your back-office systems, access your Mystery Shop scores, run your video surveillance systems, use the library of Dunkin' Brands Online University learning programs and courses, and connect to the Internet. We have required our approved suppliers to make special modifications to their equipment and systems to comply with our requirements. All stores are required to comply with the construction and wiring standards relating to Retail Information System, including point-of-sale equipment, in the store, including dedicated isolated grounded power, for use solely with the point-of-sale system and its approved components. If you are buying an existing store with an older cash register system or that does not otherwise comply with our required Retail Information Technology System, we will require you to purchase and install an approved point-of-sale system as well as all other approved Retail Information Technology Systems in the store as a condition of our approval of the transfer. In order for you to maintain your Retail Information Technology Systems in conformity with our requirements, you may be required, from time to time, to upgrade the Retail Information Technology Systems. This will, from time to time, require maintenance to be performed on the equipment. The approved vendors provide choices in maintenance services on either a contractual or "time and materials" basis.

Your cost per store will depend, among other things, on your Store's size and configuration, and the system options you may choose. It may be more expensive to install approved equipment in an existing Store than in a new Store. Hardware and software costs will vary according to the minimum configuration we determine for your Store (e.g., the number of point of sale terminals, counter and drive-through, printers and prep stations devices), plus any additional options you may choose.

## **Point-of-Sale Systems:**

We require you to process and record all of your sales on a point-of-sale/back office system ("POS System") that is approved by us. All approved POS systems are capable of recording accumulated sales and cannot be turned back or reset and they retain data in the event of power loss. As of the date this Disclosure Document was prepared, Radiant Systems is the only approved point-of-sale equipment vendor and Red Prairie is the only approved integrated back office vendor. We do not anticipate approving additional vendors for POS Systems.

Approved minimum POS configurations and prices are reflected below.

	# of	# of	# of	Initial	Annual Maintenance	Annual Maintenance
Concept	POS	VDU	Prep	Cost	Year 1	Year 2+
Dunkin' with Drive Thru	4	2	1	\$20,308	\$3,206	\$4,140
Dunkin' without Drive Thru	2	1	1	\$13,102	\$2,918	\$3,513
APOD Single Terminal P1220	1	1	1	\$ 9,236	\$2,785	\$3,199

POS System Cost Range DD only:

POS System Cost Ranges for DD/BR Combo Stores:

					Annual	Annual
	# of	# of	# of	Initial	Maintenance	Maintenance
Concept	POS	VDU	Prep	Cost	Year 1	Year 2+
DD-BR w/ Drive-Thru	5	2	2	\$24,110	\$3,340	\$4,486
DD-BR w/o Drive-Thru	3	1	1	\$16,862	\$3,049	\$3,825

\* You may need additional POS Systems depending on the size and configuration of your store.

"VDU" means video display unit.

"Initial Cost" includes hardware, software, training, installation and deployment.

"Annual Maintenance" includes hardware, software and SEI helpdesk.

The above prices do not include:

- 1. Taxes and Freight
- 2. Manager's Workstation (Lenovo PC bundles range from \$1,050 \$1,950)
- 3. Managed High Speed network, equipment and installation from approved provider (NTIC ranges from \$165

to \$623 per month for a service line)

### Manager's Workstation

We require you to have a Manager's Workstation (a computer, monitor, and printer) that meets our minimum standards and is capable of accessing the Internet. This Workstation may also be used for any other software that you use to manage your business.

For all New England franchises, manager workstations are required to be purchased from the Northeast DCP. For all other franchises, you have an option of purchasing a workstation that meets our minimum requirements from the National DCP, our approved vendor, Lenovo, or a third party vendor of your choice. Prices for these workstations range from \$1,050 to \$1,950.

### Network

All stores are required to have a fully managed, private, high-speed network solution approved by us, as well as a dedicated dial-up phone line for use with POS and other technology initiatives (e.g. - credit and gift card processing, video surveillance systems and Dunkin' Brands Online University learning programs and courses). NTIC is the approved fully managed, private, high-speed network provider for all Dunkin' Donuts franchises. The cost range for high speed internet is \$165 to \$623 per month. To order high-speed internet for a new store, a 'Plain

Old Telephone Service' (POTS) line is required. A POTS line can be ordered through you local exchange carrier and state. Once the POTS line is in place, high-speed internet can be ordered through the DCP (<u>newstores@ddnedc.com</u> or 1-888-365-4DCP).

### Coin Changer

To increase thru-put at checkout, reduce cashier errors and improve staff productivity, franchisees are encouraged to install coin changers in their Stores. Telequip is the vendor approved to be used with the Radiant POS System. Coin changers can be purchased by contacting Radiant at 1-800-229-0991 ext. 7057.

#### Video Surveillance

To enable both store and remote view of activities, inclusive of a POS overlay, we may require you to purchase and install a video surveillance camera system that is integrated into your POS System. We may require you to purchase this system from a single, approved vendor. Price ranges are \$4,500 - \$12,000 depending on the number of cameras installed.

### SEI Help Desk Services

SEI Information Services is the approved Radiant Certified Help Desk provider, offering a first point of contact for assistance with retail technologies. SEI troubleshoots malfunctioning systems, arranges for hardware repairs, and answers questions about technology operations. A current Help Desk contract with SEI is required for each of your POS Systems.

### Polling

We require that you provide us and your Retail Technology vendors continuous independent access to data from your Retail Information Technology Systems, through our approved fully managed, high-speed network solution, as well as a dedicated back-up dial-up phone line.

#### Profit and Loss Statements

We require that you submit to us via electronic format, monthly Profit and Loss Statements. These electronic statements must be submitted though the FTS application via http://franchiseecentral.dunkinbrands.com.

### Chase Merchant Services

You are required to participate in the credit card program which includes Mastercard, Visa, American Express and Discover. Radiant POS systems have credit card functionality integrated into the system. You should expect to pay monthly bank fees.

## Stored Value Card ("SVC")

You are required to participate in the stored value card program. The amount on the card can be added onto with either cash or a Credit Card, and the amount of each purchase made with the card is automatically deducted. The Dunkin' approved Radiant POS has the SVC functionality integrated into the system, so no additional hardware is required. You should expect to pay monthly bank fees.

#### 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. It is your responsibility to protect yourself from these problems, which include taking steps to secure your systems (including continually updating firewalls, password protection, and anti-virus systems), and to use backup systems.

### C. Site Selection:

We try to focus real estate development activities in markets where real estate and demographic analysis indicate new stores can be supported. For new stores, we may select the site, or we may approve a site that you select and bring to us. Factors affecting our decision generally include 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 units of the same brand, site configuration, parking, accessibility, visibility, signage permitted by the landlord and local governmental authorities and other factors. Each site is considered individually, as no two sites are the same. Factors other than those listed above may be considered in evaluating a particular site. We do not guarantee that any site will be successful.

If you submit a site for our consideration, you must provide us with all required information about the site. You must not sign a lease for a site before we approve it, unless it is conditioned upon our site approval. You may not begin any construction on a site until we have approved it. We do not typically pay "finders' fees" for sites.

In order to develop a new store(s), you may be required to sign an SDA. Under SDAs, you are responsible for locating and securing sites within boundaries specified by us. All sites must be approved by us, and must be developed by you in accordance with our requirements. You cannot develop a site until we approve it. We will not reimburse you for any costs you incur with respect to any location not approved by us. While we try to promptly review nominated sites, there is no specified time period in which we must respond to your approval

request. If you request renewal of your SDA, we will reassess the potential of the store development area for further development, and offer you the first opportunity to enter into a new agreement for additional development in our sole discretion (See Section 4 of the SDA). If you will construct your Store, we will provide you standard, generic plans and specifications for the improvements, furnishings, fixtures and decor of the type of store approved for your site. You will then, at your expense, have specific plans and specifications for conversion of the space for the Store prepared by a licensed architect. Before you may begin construction, these plans and specifications must be approved by us in writing. We must approve any changes made during construction in writing. All construction will be at your sole expense. You must ensure, prior to the opening of the Store, that the store is accessible to and usable by persons with disabilities and meets the Standards for Accessible Design for new construction in the ADA Accessibility Guidelines ("ADAAG") as may be amended from time to time, or any more stringent accessibility standard under federal, state or local law.

### **D.** Time Required to Open Business:

The typical length of time between the signing of the Franchise Agreement and the Store's opening for business is 1 to 48 months (estimated average of 10 months).

The above time estimates do not include relocations. In addition, there may be an additional 3 to 6 months between the time you initially identify a site and you sign a Franchise Agreement. Factors affecting the elapsed time include: lease or purchase negotiations, zoning procedures, financing applications, local ordinances and approvals, obtaining licenses and permits, construction delays, weather conditions, shortages, delays in installing equipment and signs, development or construction not in accordance with our requirements, labor disputes, Acts of God and other reasons.

### E. Training Program:

You must at all times manage your first *Dunkin' Donuts* Store with at least two (2) individuals, one of whom must be you or another partner, shareholder (of your corporation) or "member" (of your limited liability company) and the other must be the designated representative; both of whom must have successfully completed our required training program. Based on the size of your SDA, you will be required to send additional people to the same required training program prior to opening your first store.

If you will be developing a network of 6 to 19 stores in a 3 to 5 year period you will be required to have a third person attend the initial training. This third person should be your Network Trainer. This is a critical position that will enable the rapid development of the network.

If you will be developing a network of 20 or more stores in a 3 to 5 year period you will be required to have a fourth person above and beyond the 6 to 19 store requirements attend training. This fourth person should be the Multi Unit Manager.

If you are developing or purchasing a Combo Store, you must take training programs for all applicable brands. If you do not successfully complete our training requirements, including initial brand training, you will not be granted a franchise regardless of whether you were previously approved to be a franchisee.

If you wish to own and operate multiple stores, you must continuously employ a minimum number of managers who have successfully completed our training program, in accordance with our standards for multi-unit development and operation.

You and your store managers must have literacy and fluency in the English language sufficient, in our good faith opinion, to satisfactorily complete our training program and to communicate with employees, customers, and suppliers.

We pay the cost of presenting the initial training program, however you must pay for training materials, including

the cost of the sanitation exam, uniforms, salaries, accommodations and travel expenses, if any, for you and your employees. If you attend the initial training program in a location other than one of our training facilities, then you may be charged certain additional costs such as your portion of the costs for the meeting room. You must also pay for later training programs that we may conduct. Attendees at our training facilities are required to execute a participant agreement (copy attached). Worker's Compensation must be secured and active prior to attending training sessions.

Our training programs are regularly reviewed and updated.

#### FRANCHISEE BUSINESS COURSE

Prior to opening your first store, you (one person) must attend a 3-day franchise business course which is conducted 4 to 6 times a year in the Boston, Massachusetts area. Until such time as we may materially change the course, you need only attend this course one time and do not have to retake it for subsequent stores. This program is in addition to all of the training set forth below and should be taken first. At the time of this writing, Dunkin' Donuts was in the process of redesigning this course to include making some of the content available in a hand-off meeting in the field.

#### DUNKIN' DONUTS TRAINING PROGRAM

The *Dunkin' Donuts* initial training program takes a minimum of 19 days to complete (not including web-based training or travel time). This may be at DDU, or in a designated training store consisting of instructor demonstrations on how to produce, merchandise, serve and package products sold in a store, followed by student practice. We do not assure you that a training facility will be available close to your home or that you can avoid travel, hotel and meals expenses during such training.

Some of our required classes are only offered on the Internet and are referred to below as web based training. These classes will require approximately 57.5 hours to complete. This is in addition to the classes listed above.

As of the date this Disclosure Document was prepared, the following summarizes the *Dunkin' Donuts* initial training program for a single-brand Store:

Subject	Hours of Web-Based Training*	Hours of On-The-Job Training	Location
Food Safety Training	15 hours		**
Management Training	32.5 hours	85 hours	**
Production Training		34 to 85 hours***	**
Brand Training	10 hours	42.5 hours	**
TOTAL	<b>57.5 hours</b>	161.5 to 212.5 hours	

#### TRAINING PROGRAM

Note: The classroom and in-store time is based on  $8 \frac{1}{2}$  hour days.

\* The amount of time listed under Web-Based Training is approximate. It may take more or less time.

\*\* Some or all of the "on-the-job" training may be conducted at our training facility at DDU in Braintree, MA or at other locations determined by us. There may be additional time needed to achieve required competency levels, which may be conducted at a location other than the training facility in Braintree, MA as determined by us. The

amount of time required is a function of the individual's ability to personally demonstrate the competencies.

\*\*\* The amount of training in Production Training may be as low as 34 hours or as high as 85 hours. If the store is getting its product from a CML or is producing "Just Baked" product, then the training is 34 hours. If the store is making its own donuts on site then the training will be 85 hours. This may increase your cost for travel, hotels and meals for you and your designated representative(s).

As of February 1, 2008, our formal, full-time training staff assigned to the *Dunkin' Donuts* training program was 7 Managers and 19 full time Trainers. Most of this staff was previously employed as store managers in our brands or the Quick Service Restaurant industry. Their average tenure with DD and its predecessors is 6 years.

#### WEB-BASED TRAINING:

Our web-based training program, referred to as "Dunkin' Brands Online University" is the required training program for franchisees, managers and their crew.

You will be required to have a broad-band high speed Internet connection and a PC (personal computer) capable of accessing the Internet and using our web-based program. Locations that are less than 500 square feet in size and have another store in the same franchisee network within a 2 mile radius using our Internet-based program are exempt from this requirement. For any on-site 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 web-based portion of the training. This (these) laptop(s) must have high speed internet access capabilities.

You will be required to sign our Intranet Terms of Use (which we may update from time to time) and pay an annual online access fee. The current annual online access fee is \$360. The online access fee is non-refundable.

#### **OTHER TRAINING:**

You must ensure that all your employees are trained in our store procedures. You must ensure that the manager and all employees whose duties include customer service have sufficient literacy and fluency in English and such other language as may be required to adequately meet the public in your store.

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

#### **Operations Manuals**

We will provide to you a copy of the store operations management manual(s) for each System that you are franchised to operate. Each operations manual contains mandatory and suggested standards, operating procedures and rules prescribed by us for that System. The operations manuals are copyrighted and are not to be reproduced or distributed to any unauthorized person. We can change the terms of, and add to, the operations manuals whenever we believe it is appropriate. A copy of the table of contents of each operations manual as of the date of this Disclosure Document is attached as Appendix III.

## **Item 12: Territory**

Your right to operate a store pursuant to a franchise agreement is limited solely to the location set forth in the franchise agreement. You are not granted any minimum territory.

Under the terms of the Franchise Agreement, you do not have the right to relocate your store. If you request relocation you must obtain our approval for the site and meet our then current criteria for relocation. Our approval process is substantially the same process we use in approving a new franchise for a new location. In addition, you must be current with all your obligations to us and must sign our then current Franchise Agreement, with all thencurrent on-going fees, for a term equal to the term remaining on your Franchise Agreement for the previous location. There is no new initial franchise fee paid to us for relocation unless we grant you term greater than the term remaining on the Franchise Agreement for the previous location. All requests to relocate your store must be made in writing.

Unless you have signed a Store Development Agreement with us, you do not have a right to develop and open additional stores. You do not have any options or similar rights to acquire additional stores.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. You do not have the right to distribute products through 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 regional, national or international basis. We have the absolute 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 (e.g., in packaged form or otherwise), regardless of the proximity to your location, through any distribution methods or channels. These other sources of distribution could compete with you. With the exception of any rights granted pursuant to an agreement between Dunkin' Donuts LLC and eDCP.com, L.L.C. on December 31, 1999 and renewed on January 21, 2006, we reserve the absolute right to distribute goods or services through the use of the Internet or other electronic communications, telephone, mail or similar methods, regardless of the destination of the products or services. We retain the sole right to use our trademarks on the Internet, including in connection with Web sites, domain names, directory addresses, metatags, as graphic images on web pages, linking, advertising, co-branding, and other arrangements. You may not maintain a Web site. If we do ever approve of a Web site that you promote and develop, we have the right to condition our approval on the terms that we determine are necessary, such as requiring that your domain name and home page belong to us and be licensed to you for your use during the term of your agreement. This paragraph applies regardless of whether or not you are granted a Store Development Area.

### Store Development Agreement ("SDA")

A Store Development Agreement is a development agreement that sets out one or more geographic areas identified specifically for the development of new stores. If you acquire an SDA, we will limit the number of people who can compete with you in your effort to find qualified sites for development of new stores within your store development area during its term. This does not mean that you have any exclusive right to any potential customer base for your Store(s). You have no rights relating to the distribution channels referenced above in this Item 12. If you execute an SDA, you will have the first opportunity for special distribution opportunities inside your Store Development Area during the term of your Store Development Agreement. This is conditioned upon your compliance with all material provisions of your agreements with our affiliates and us, your meeting our criteria for expansion and the permission of the party that controls the special distribution opportunity. You do not have any other rights to pursue special distribution opportunities.

Our rights are intended to maximize potential distribution within the store development area. Typically, store development areas are relatively limited in size and scope. The store development area's size and development requirements may reflect other factors, including the SDA's term, estimated length of time to develop stores 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 maps indicating competition in the area and major shopping activity, employment

centers and activity generators, or demographic reports. You are not entitled to rely on this information; you must perform and only rely upon your own investigation and due diligence.

If you sign an SDA, you will be responsible for developing the minimum number of Stores set forth in the SDA. We determine the size of the store development area, the number of Stores and the development schedule. Each location must be approved by us and meet our design standards. You must continue to meet then current guidelines for multi-Store development and ownership, or our approval of your development or opening of scheduled Stores may be withheld. You are granted limited rights of development exclusivity during the term of the SDA.

### Item 13: Trademarks

On March 1, 1996, Dunkin' Donuts LLC established a wholly-owned subsidiary corporation, Dunkin' Donuts USA, Inc., to own all of Dunkin' Donuts' U.S. trademarks. On March 1, 2006, the *Dunkin' Donuts* trademarks were transferred from Dunkin' Donuts USA, Inc. to DD IP Holder LLC, which is also a wholly-owned subsidiary of Dunkin' Brands. This affiliate's purpose is to centralize U.S. trademark administration and to generate efficiencies and savings. DD IP Holder LLC has granted DD and its affiliate, DD Assets Holder, the exclusive right to use and license others to use these trademarks in the Dunkin' Donuts System in the U.S. Whenever we state that we "own" the trademarks, we mean that we own them indirectly, through our affiliate, DD IP Holder LLC.

We grant you the right to operate a store under the name *Dunkin' Donuts*. You may also be authorized to use other current or future trademarks to operate your store. By trademark, we mean trade names, trademarks, service marks and logos used to identify your store.

The trademarks and service marks listed below are registered on the Principal Register in the United States Patent and Trademark Office on the date shown and all affidavits required to preserve and renew these marks have been timely filed.

DUNKIN' DONUTS	Registration No.: 748,901 Registration Date: April 30, 1963
DUNKIN' DONUTS	Registration No.: 1,148,165 Registration Date: March 3, 1981
DD cup logo (in color)	Registration No.: 3282278 Registration Date: August 21, 2007
DUNKIN' DELI	Registration No.: 3331530 Registration Date: November 6, 2007

No agreement limits our right to use or license the use of the *Dunkin' Donuts* trademarks. There are no material determinations, proceedings or litigation which would affect your right to use the trademarks other than as may be stated in this Disclosure Document. We do not know of any infringing use that could materially affect your use of our trademarks other than as may be stated in this Disclosure Document.

As of the date this Disclosure Document was prepared, there were no effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, the trademark administrator of this state or any court. There were also no pending infringement, opposition or cancellation of the trademarks and no pending material litigation involving the principal trademarks other than as may be stated in this Disclosure Document.

You must notify us immediately when you learn about an infringement of or challenge to your use of our trademark. We will take the action we think appropriate. We are not required to defend you against a claim against your use of our trademarks or to pay for any costs you incur as a result of such a claim.

You must modify or discontinue the use of a trademark if we modify or discontinue it. If this happens, we are not required to reimburse you for your tangible costs of compliance (for example, changing signs). You must not directly or indirectly contest our right to our trademarks, trade secrets or business techniques that are part of our business.

You must follow our rules in using these marks. You cannot use a name or mark as part of a corporate, limited liability company (L.L.C.), other entity name, or Internet domain name. You cannot use any of our names or marks with modifying words, designs or symbols except for those which we expressly license to you. For example, your business name may not include any of our trademarks or any variation of them (like, "DUNKIN' DONUTS", "DUNKIN'", "DUNK", ) and you may not use your name in advertising your store (such as "John Smith's Dunkin' Donuts"). You may not use our trademarks in connection with the sale of unauthorized product or service or in any

manner that we have not authorized, in writing, and in advance. You may only use our trademarks on vehicles if you first obtain our written consent.

## Item 14: Patents, Copyrights, and Proprietary Information

No patents or registered copyrights are material to the franchise. We do, however, claim copyright interests in our training manuals, magazines, posters, toys, pamphlets, brochures, television advertisements and all other printed and pictorial materials that we produce, although these materials have not been registered with the Copyright Office of the Library of Congress. These materials are proprietary and confidential and are considered our property. They may be used by you only as long as you are a franchisee, and only as provided in your Franchise Agreement.

You do not receive the right to use an item covered by a patent or copyright unless it is expressly incorporated as proprietary information in our operations manuals. You may use these materials, in the manner we approve, in the operation of your Store during the term of your Franchise Agreement. However, you may not use these materials in any other way for your own benefit, or communicate or disclose them to, or use them for the benefit of, any other person or entity. These materials include any trade secrets, knowledge or know-how, confidential information, advertising, marketing, designs, plans, or methods of operation. This includes information about our sources of supply, and our recommendations on pricing. You may disclose this information to your employees, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect. You must also promptly tell us when you learn about unauthorized uses, or challenges to our uses, of this proprietary information. We are not obligated to take any action, but will respond to this information as we think appropriate. We will indemnify you for losses brought by a third party concerning your use of this information. At this time, there are no infringing uses known to us, which could materially affect your use of the copyrights.

There is no effective decision, ruling or order of the United States Patent and Trademark Office, Copyright Office of the Library of Congress or any court, which could materially affect the ownership or use of any patents or copyrighted materials. Our right to use or license these patents and copyrighted items is not materially limited by any agreement or known infringing use.

There are no agreements currently in effect, which significantly limit our rights to use, or license the use of, such patents or copyrights in any manner material to you.

We may use and incorporate into any System, changes and improvements that you or your employees or contractors develop. We do not have an obligation to you or the developer of these changes or improvements in connection with such use.

On March 1, 2006, the *Dunkin' Donuts* intellectual property was transferred to DD IP Holder LLC, which is also a wholly-owned subsidiary of Dunkin' Brands. DD IP Holder LLC has granted DD and its affiliate, DD Assets Holder, the exclusive right to use and license others to use this intellectual property in the *Dunkin' Donuts* System in the U.S. Whenever we state that we "own" this intellectual property, we mean that we own them indirectly, through our affiliate, DD IP Holder LLC.

## 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. This means devoting sufficient time and resources to ensure full and complete compliance with your obligations to us, to your customers and to others. The business is a challenging one. It requires and responds to personal attention. For most stores, it is most important that you personally be involved in all facets of the business. You must be able to organize the business so that our standards of service, quality, and cleanliness are maintained, and you must set standards for your employees to follow. The business requires a firm, personal commitment and, at least initially, may require many long hours. As a new franchisee of an individual store, you may expect to perform a substantial amount of manual labor, especially during the first year of operation. Depending on the sales volume of the Store, you should expect to work a full shift in the Store every day. If sales and profits are high, you may not be required to do this, but you should not enter into the business unless you are willing and able to meet this requirement. In addition to production skills, you must also understand and be able to perform all of the sales, management and maintenance functions required to ensure successful store operations. Because this is primarily a cash business, you must have effective, vigilant cash management procedures to avoid employee theft.

Your on-premises manager should have an ownership interest in your corporation, limited liability company (L.L.C.) or partnership but it is not a requirement. Your on-premises manager cannot have an interest or business relationship with any of our competitors.

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

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

### **Confidentiality:**

Under the Franchise Agreement, you must keep confidential our store development and operations methods and all other information we deem to be confidential. You may share this information with your employees if it is necessary for their jobs.

### **Personal and Cross Guarantees:**

If you chose to use a business entity (partnership, corporation or LLC) to operate the business at any store, you, and your officers, directors, shareholders, members and partners (as applicable) must personally guarantee such entity's performance of all of the franchisee's obligations under the franchise agreement and lease (if applicable). This personal guarantee applies to all money and other obligations, such as non-competition provisions of the franchise agreement. A personal guarantee is also required for any financing you obtain from or through us.

If you operate more than one store and choose to use more than one business entity, each entity must crossguarantee all of the obligations of each other entity in which you have any interest.

If you have an SDA, you are permitted to form subsidiary corporations, LLCs or partnerships for each store you open. You (or your majority shareholder or partner) must have at least a 51% interest in each subsidiary. All new minority shareholders of the subsidiaries must be approved by us and must sign a personal guarantee. The subsidiaries must cross-guarantee the obligations of you and your other subsidiaries.

## Item 16: Restrictions on What the Franchisee May Sell

We require you to confine your business to the operation of a *Dunkin' Donuts* store. You may not conduct any other business or activity at the Store without our prior written approval.

You may only offer or sell products approved by us and you must offer for sale the full menu prescribed by us. We may add, delete or change approved products that you are required to offer from time to time. There are no limits on our right to do so. If you have an APOD Store, the menu prescribed by us may be different than the full menu required in our traditional stores.

In offering products for sale, you may only use products, materials, ingredients, supplies, paper goods, uniforms, fixtures, furnishings, signs, equipment approved by us and you must follow methods of product preparation and delivery that meet our requirements. You must source all products from suppliers that we approve. A list of approved suppliers is available on request.

We impose no customer restrictions, however, 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 through the use of the Internet or other electronic communications.

We reserve the right, to the extent permitted by law, to establish a maximum price that you may charge for any product. You have complete discretion in determining the minimum price you charge for your products. We may suggest pricing strategy, but the minimum pricing decision is always yours. You should also be aware that collaboration with other franchisees in establishing prices may be considered a violation of the law.

## Item 17: Renewal, Termination, Transfer and Dispute Resolution

## Table 17A: Franchise and Related Agreements

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

Name of Document	Abbreviation
Franchise Agreement	FA
Dunkin' Donuts/Baskin-Robbins Combo Franchise Agreement	Combo FA
Rider to Contract for Sale	Rider to Contract
Agreement to Transfer by the Sale of Assets	Transfer Agr.
Lease	Lease
Temporary Operating Agreement	TOA

### THE FRANCHISE RELATIONSHIP

	Provision	Section in franchise or other agreements	Summary	
a.	Length of the franchise term	FA: Contract Data B, §1 Combo FA: Contract Data B, §1 Rider: 2.3.C.	Typically 20 years. If you buy an existing store, you will obtain the remaining term of your seller's franchise. See Note 1.	
b.	Renewal or extension of the term	FA: N/A Combo FA: N/A Transfer Agr.: §5.4	See Note 2	
с.	Requirements for Franchisee to renew or extend	Rider: §2.3.C.	If offered, you must: give written notice of election to renew; remodel Store according to specifications, not be in default of Franchise or other Agreements with us, satisfy money obligations, execute then-current form Franchise Agreement, execute general release, meet our then-current qualifications for renewal, including any additional training requirements, and, if you lease from us, or our subsidiary, amend the lease to extend the term. (See Note 2)	
d.	Termination by Franchisee		You do not have the right to unilaterally terminate the Franchise Agreement.	
e.	Termination by Franchisor without cause	TOA: §5	We may terminate the TOA at any time with or without cause.	
f.	Termination by Franchisor with cause	FA: §14 Combo FA: §14 Lease: §14.7	We can terminate the Franchise Agreement if you commit a default that cannot be cured or fail to timely cure a default that may be cured under your franchise agreement, or any other agreement you have with us, or any of our affiliates or subsidiaries, for this or any other location.	

	Provision	Section in franchise or	Summary
		other agreements	
g.	"Cause" defined – curable defaults	FA: §14.0.1, §14.1 - §14.1.4, §14.3, §14.4.1 - §14.4.2, §14.4.5 Combo FA: §14.0.1, §14.1 - §14.1.4, §14.3, §14.4.1 - §14.4.2, §14.4.5 Lease: §9.1 - §9.3	Except where your state's law may provide otherwise, the following cure periods apply: hazardous situations must be cured "on demand"; violations of any law, regulation, order or our standard relating to health, sanitation or safety must be cured within 24 hours after notice; your failure to keep the Store open for business must be cured within 24 hours after notice; your failure to maintain insurance or to pay when due any monies owing to us must be cured within 7 days after notice; all defaults not listed above or in section h. below must be cured within 30 days after notice. (See Note 3)
h.	"Cause" defined – non- curable defaults	FA: §14.0.2 - §14.0.6, §14.2, §14.3 Combo FA: §14.0.2 - §14.0.6, §14.2, §14.3 Lease: §14.7	The following defaults can not be cured by you: (i) insolvency, assignment for the benefit of creditors, or bankruptcy or insolvency proceeding are filed by or for you; or (ii) if you are convicted of or plead guilty or "nolo contendere" to a felony, a crime involving moral turpitude, or any other crime or offense that we believe is injurious to the System or if we have proof that you have committed such a felony, crime or offense; or (iii) if you permit the use of the Store premises for any illegal or unauthorized purpose, including substitution of unapproved products; or (iv) if any other franchise agreement between you (or your affiliates) and DD (or any of our affiliates) is terminated because of your default (or that of your affiliate); or (v) if you abandon the Store; or (vi) if you intentionally under- report Gross Sales, falsify financial data or otherwise commit an act of fraud with respect to your acquisition or operation of the franchise or your rights or obligations under the Franchise Agreement; or (vii) if your lease for the Store is terminated because of your default; or (viii) after you receive 3 notices-to-cure for the same or a substantially similar default in any 12 month period, any later recurrence of such a default can not be cured, even if you cured the earlier defaults. If you are a retail-only franchisee, your default under your Supplier agreement is a non-curable default under your Franchise Agreement. (See Note 3)

	Provision	Section in franchise or other agreements	Summary
i.	Franchisee's obligations on termination/ non-renewal	FA: §10.2 - §10.4, §14.4.4, §14.6 - §14.8, §16.0 Combo FA: §10.2 - §10.4, §14.4.4, §14.6 - §14.8, §16.0 Lease: §5.12, §9.5 TOA: §5	Upon expiration or termination, you must (i) pay all monies owed, including any fees and interest, within ten days, (ii) cease to operate the Store, (iii) cease holding yourself out as our franchisee and using any Proprietary Marks, trade secrets, confidential information, and manuals, (iv) return all operating manuals and other materials in your possession, (v) disconnect or terminate any telephone listings and/or fictitious name registration containing any part of the Proprietary Marks, (vi) sell to us (if we elect) any or all equipment, signs, trade fixtures, and furnishings used in the Store, at the then-current fair market value less any indebtedness on the equipment, and indebtedness to us, or if we don't elect, remove all Proprietary Marks or other distinguishing indicia, (vii) assign to us (if we elect) any interest which you have in the lease or any other agreement related to the Store, or if we don't elect, make such changes to the premises as we reasonably require to distinguish it from other of our stores, (viii) comply with the restrictions set forth in section 10.2 of the Franchise Agreement for 2 years thereafter and (ix) maintain all state and federal tax returns for 5 years thereafter. See State Laws on Selected Matters, Appendix I.
j.	Assignment of contract by Franchisor	FA: §13.0 Combo FA: §13.0, §16.8 Lease §6.1	We may assign the Franchise Agreement to any entity that agrees to assume our obligations. If your Franchise Agreement is signed by more than one franchisor, you may be asked to replace the contract with the same contract, signed only by one of the affiliated companies.
k.	"Transfer" by Franchisee - defined	FA: §13.1 Combo FA: §13.1	A "transfer" by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either the Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company ("LLC") or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.
1.	Franchisor approval of transfer by Franchisee	FA: §13.1 Combo FA: §13.1 Rider Transfer Agr. Lease : §6.2 - §6.3	You are not permitted to transfer any interest in the Franchise Agreement or in the proprietorship, partnership, corporation or LLC which owns any interest in the franchise, without our prior written consent. We will not unreasonably withhold such consent if your transfer meets all of our conditions.

	Provision	Section in franchise or other agreements	Summary
m.	Conditions for Franchisor's approval of transfer	FA: §13.1 - §13.4 Combo FA: §13.1 - §13.4 Transfer Agr.	Your transfer must meet the following conditions: (i) the sales price may not be excessive, (ii) the transferee, including each partner, shareholder or member, must meet our qualifications, (iii) you must satisfy all accrued and accelerated money obligations to us and our affiliates and any third-party obligations we have guaranteed, (iv) the physical condition of the Store must be brought into compliance with our standards, (v) no one may assert a security interest in the franchise, (vi) the transferee must meet all of our qualifications and sign our then-current franchise agreement and other forms, including an agreement that payments to us have priority over payments to you (as seller), (vii) you must execute a general release of all claims against us at the closing. We may have additional reasonable requirements at the time you decide to sell your business. See Note 4.
n.	Franchisor's right of first refusal to acquire Franchisee's business	FA: §13.2, §13.4 Combo FA: §13.2, §13.4 Rider: §2.1	If you wish to sell any interest in the franchise, you must give us 60-days' notice to elect to purchase such interest on the same terms and conditions. If the terms later change, we must receive notice of the changes and will have a new 60-day option to make the election on the new terms.
0.	Franchisor's option to purchase Franchisee's business	FA: §14.7.5 Combo FA: §14.7.5	If your Franchise Agreement is terminated due to your default, you must sell to us (if we elect) any or all equipment, signs, trade fixtures, and furnishings used in the Store, at the then-current fair market value less any indebtedness on the equipment, and indebtedness to us. Also see p. below.
р.	Death or disability of Franchisee	FA: §13.2.1, §13.3 Combo FA: §13.2.1, §13.3	If any one of you should die or be disabled, the legal representative of the affected party, together with all other partners, members or shareholders, if any, have 6 months to apply to transfer the franchise or the interest of the affected party. If the legal representative and other partners, members or shareholders do not present an acceptable transferee to us within 6 months, or if a transfer fails to occur within 1 year after the date of death or disability, your franchise rights will terminate. We will then have the right to purchase all furniture, fixtures, signs, equipment and other chattels at an agreed or appraised price.
q.	Non- competition covenants during the term of the Franchise	FA: §10.1 Combo FA: §10.1	You may not have any interest in any other business which sells or offers to sell substantially similar products of the type we require you to offer at the Store nor contest our right or the right of any other franchisee to obtain governmental approval required for the development of another location as a store franchised by us.

	Provision	Section in franchise or	Summary
r.	Non- competition covenants after the franchise is terminated or expires	other agreements FA: §10.2 - §10.4 Combo FA: §10.2 - §10.4	The restrictions described in q. above remain effective for 2 years after the Franchise Agreement expires or is terminated, regardless of the cause, except that they do not apply to another business located more than 5 miles from any of our other stores. If you think that a 5 mile radius is unreasonable, you can arbitrate, but you must not engage in competitive activities while we resolve the dispute.
s.	Modification of the agreement	dispute.FA: §2.2, §5.4, §8.3, §11.0, §12.0, §16.6Generally there are no modifications unless in with signed by both parties. Our operating manuals, poil standards and requirements are subject to change. may ask you to separate the 1 multi-brand contract more than 1 single brand contracts, with the same term	
t.	Integration/ merger clause	FA: §16.6 Combo FA: §16.6	The Franchise Agreement is the complete agreement between you and us and supersedes all prior agreements, understandings or representations.
u.	Dispute resolution by arbitration or mediation	FA: §15 Combo FA: §15 Lease: §14.3	Either of us may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules or another nationally established arbitration association acceptable to you and us and under the Federal Rules of Evidence. Arbitration, if elected, must be commenced within two years after discovery of facts giving rise to the claim. We both agree to waive our rights to trial-by-jury and to punitive, multiple, exemplary and/or consequential damages, except that we can obtain multiple damages against you for willful trademark infringement. We both agree that no party may recover damages for economic loss attributable to negligent acts or omissions, except for gross negligence or an intentional wrong. No party may participate in any class action litigation, except you may participate in certain class action arbitration regarding the Fund.
v.	Choice of forum	FA: §15.1 Combo FA: §15.1	Arbitration proceedings are administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, and will be conducted in the state in which the store is located.
w.	Choice of law	FA: §16.6 Combo FA: §16.6 Lease: §18.3 Transfer Agr.: §5.2	The Franchise Agreement is governed by the laws of Massachusetts and the Federal Arbitration Act. State laws may apply nevertheless. See State Laws on Selected Matters (Appendix I and Schedules to Contracts Required by Various States (Appendix II).

These states have statutes which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. § 70-807]; CALIFORNIA [Bus. & Prof. Code §§ 20000-20043]; CONNECTICUT [Gen. Stat. § 42-133e *et seq.*]; DELAWARE [Code Ann. tit. 6, Chap. 25, §2551 et seq.]; HAWAII [Rev. Stat. § 482E-1]; ILLINOIS [Stat. 815 ILCS 705/1-44]; INDIANA [Stat. § 23-2-2.7]; IOWA [Code §§ 523H.1-523H.17]; MICHIGAN [Stat. § 19.854(27)]; MINNESOTA [Stat. § 80C.14];

MISSISSIPPI [Code § 75-24-51]; MISSOURI [Stat. § 407.400]; NEBRASKA [Rev. Stat. § 87-401]; NEW JERSEY [Stat. § 56:10-1]; SOUTH DAKOTA [Codified Laws § 37-5A-51]; VIRGINIA [Code § 13.1-517 - -13.1-564]; WASHINGTON [Code § 19.100.180]; WISCONSIN [Stat. § 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise, venue for disputes and governing law.

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

See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

## NOTES TO TABLE 17-A

**Note 1**: The franchise expires on the termination of the location's Lease, foreclosure of your mortgage, or you loss of the right to possess the location. The Lease provides for a termination of the Lease on termination of the Franchise Agreement.

**Note 2**: We believe it is impractical to specify renewal terms since circumstances may change substantially by the end of the term. When the term expires, it is our sole right to determine whether, and on what basis, we will agree to further renew your franchise.

The laws in some states require a franchisor to renew a franchise agreement, unless it has good cause not to renew. If you and your Franchise Agreement qualify for renewal under these laws, we will offer renewal to you as required by law. If renewal is not required by law, then you have no right of renewal. If you lease the store from us, you will also be offered renewal of your lease, provided our underlying lease contains renewal rights and provided we want to continue our real estate involvement in the location. Renewal terms and conditions will generally be the same as then being offered to other franchisees in similar circumstances. Renewal terms may require: that you remodel the Store at your expense to the then-current image; pay a renewal fee (which may be the same as the Initial Franchise Fee you paid, adjusted for inflation, or the then-current renewal fee); paying on-going fees and rents greater than or other than those contained in the original agreements; signing a new or amended Franchise Agreement on our then-current form in your state; signing a new or amended lease conforming to our then applicable rental policy; payments to the Fund of the difference between the percentage of sales paid by the market and the percentage of sales previously paid by you; signing a general release; and other terms and conditions as we may, in good faith, determine to be appropriate.

Note 3: Cure periods may be extended or provided if required by law.

**Note 4**: The transfer fee may be reduced if the transfer is of less than 50% of the controlling interest, or is to your spouse or children.

# TABLE 17 B: STORE DEVELOPMENT AGREEMENT ("SDA")

This table lists certain important provisions of the Store Development Agreement. You should read these provisions in the agreement attached to this Disclosure Document. See Note.

	Provision	Section in SDA	Summary	
a.	Term	SDA: Exhibit B: VI	To be determined according to the number of stores to be opened	
b.	Renewal or extension of the term	SDA: §4.	At our sole discretion, if you are in good standing, have fully performed under the SDA, and we determine that more stores can be developed in your store development area, we may offer you a new SDA on the then current form for the same geographic area.	
c.	Requirements for you to renew or extend	SDA: §4.	Advise us in writing, if there is a potential for additional stores, we may offer you a new SDA. You must promptly sign new agreement (which may have different terms), pay fees which may be higher or different, and meet current Criteria to Expand	
d.	Termination by you	None		
e.	Termination by Licensor without cause	None		
f.	Termination by Licensor with "cause"	SDA: §8.	See g. and h. of this Table.	
g.	"Cause" defined- defaults which can be cured	SDA: §8.	Failure to pay money when due: 7 day cure period. Any other breach of agreement: 30 day cure period. Cure periods may be extended if required by law.	
h.	"Cause" defined- defaults which cannot be cured	SDA: §8.	Violate the confidentiality provision, commit a felony or crime of moral turpitude, commit a fraud upon any of our affiliates or us, or if we terminate any of your Franchise Agreements in the DMA in this this SDA is located. See Table 17.A.	
i.	Your obligations on termination/ non-renewal	SDA: §8.	Pay all money owed to us.	
j.	Assignment of contract by Licensor	SDA: §9.A.	We may assign the SDA to any person(s), partnership or corporation which agrees in writing to assume our obligations under the SDA. Following such an assignment, we are relieved of future obligations.	

	Provision	Section in SDA	Summary
k.	"Transfer" by you defined	SDA: §9.B.	Any transfer requires our approval, you may not transfer part of your development rights (you must transfer all rights for the remaining stores to be developed).
1.	Licensor's approval of transfer by you	SDA: §9.B.	We have the right to approve all transfers, but will not unreasonably withhold approval to transactions meeting its requirements.
m.	Conditions for Licensor's approval of transfer	9.C.	You must sign a release and pay a Transfer Fee.
n.	Licensor's right of first refusal to acquire your business	SDA: §9.D.	Applies to all offers to purchase the SDA, and any interest in the franchisee. You must send us a copy of your contract and we have 60 days to purchase the SDA or interest on the same terms. If we exercise this right, you will still have to pay a Transfer Fee.
0.	Licensor's option to purchase your SDA	Other than the right of first refusal in SDA, none.	
р.	Your death or disability	SDA: §9.B.	SDA must be assigned by estate to an approved transferee within 3 months.
q.	Non-competition covenants during the term of the SDA	See Franchise Agreement	
r.	Non-competition covenants after the SDA is terminated or expires	See Franchise Agreement	
s.	Modification of the agreement	SDA: §11.B.	The SDA may only be modified in writing.
t.	Integration /merger clause	SDA: §11.B	Only the terms of the SDA and other documents referenced therein are binding (subject to state law). Any other promises are not enforceable.
u.	Dispute resolution by arbitration or mediation	SDA: §10.A and §10.C.	You are required to submit disputes to mediation prior to choosing to submit a dispute to court or arbitration. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Arbitration must be commenced within two years after facts giving rise to the claim. State laws may apply nevertheless. See section w. below
v.	Choice of forum	SDA: §10.C.	Arbitration shall take place at the American Arbitration Association office in the state in which the store is located or in another state agreed to by the parties.

	Provision	Section in SDA	Summary
W.	Choice of law	SDA: §11.B.	Provides that the agreement is interpreted under Massachusetts law. State laws may apply nevertheless. See State Laws on Selected Matters (Appendix I) and Addenda to Contracts Required by Various States (Appendix II).

These states have statutes which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. § 70-807]; CALIFORNIA [Bus. & Prof. Code §§ 20000-20043]; CONNECTICUT [Gen. Stat. § 42-133e *et seq.*]; DELAWARE [Code Ann. tit. 6, Chap. 25, §2551 et seq.]; HAWAII [Rev. Stat. § 482E-1]; ILLINOIS [Stat. 815 ILCS 705/1-44]; INDIANA [Stat. § 23-2-2.7]; IOWA [Code §§ 523H.1-523H.17]; MICHIGAN [Stat. § 19.854(27)]; MINNESOTA [Stat. § 80C.14]; MISSISSIPPI [Code § 75-24-51]; MISSOURI [Stat. § 407.400]; NEBRASKA [Rev. Stat. § 87-401]; NEW JERSEY [Stat. § 56:10-1]; SOUTH DAKOTA [Codified Laws § 37-5A-51]; VIRGINIA [Code § 13.1-517 - -13.1-564]; WASHINGTON [Code § 19.100.180]; WISCONSIN [Stat. § 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise, venue for disputes and governing law.

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

See the state addenda to the Franchise Agreement and disclosure document for special state disclosures.

Note: The SDA is only available in selected markets as determined by us from time to time.

## **Item 18: Public Figures**

As of the date of preparing this Disclosure Document, we did not use any public figure to promote our franchise. However, in the future, we may offer certain celebrities a discount on their Initial Franchise Fee on the condition that they make one or more public appearances and announcements to the media; and allow their names, photographs and information about their celebrity history to be included in news releases.

## **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 franchise 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.

**DUNKIN' DONUTS STORES:** The following financial performance representations are historical based on information from all existing *Dunkin' Donuts* stores for the prior fiscal year, **DECEMBER 31, 2006 THROUGH DECEMBER 29, 2007.** 

		% at or Above
Region	<b>Average Sales</b>	Avg. <sup>(1)</sup>
Total		
Continental U.S.	\$882,388	42.1%
New England	\$962,052	45.0%
Metro NY	\$914,992	41.4%
Upstate NY	\$889,564	43.8%
Baltimore/		
Washington/		
Pennsylvania	\$811,668	40.4%
Southeast	\$673,244	43.2%
Midwest	\$607,724	37.1%
Frontier	\$646,308	34.9%

Total number of Stores included in calculations for each Region above is as follows:

Total	
Continental U.S.:	4,398
New England:	2,011
Metro NY:	859
Upstate NY:	276
Baltimore/Washington/	
Pennsylvania:	565
Southeast:	345
Midwest:	299
Frontier:	43

**DUNKIN' DONUTS ALTERNATIVE POINTS OF DISTRIBUTION:** The following financial performance representations are historical based on information from all existing *DUNKIN' DONUTS* <u>ALTERNATIVE</u> <u>POINTS OF DISTRIBUTION</u> stores for the Store type listed below in the prior fiscal year, DECEMBER 31, 2006 THROUGH DECEMBER 29, 2007.

Store Type	Average Sales	% at or above Average <sup>(1)</sup>
Total Continental U.S.	\$450,840	30.2%
Airport	\$802,100	30.4%
Business/Industry	\$540,696	40.0%
Hospital/Medical	\$571,480	38.9%
Mass Merchandise	\$381,576	42.7%
Supermarket	\$336,960	42.1%
Travel Center	\$712,660	30.6%

Total number of Stores included in calculations for each is as follows:

Total Continental U.S.:	407
Airport:	44
Business/Industry:	18
Hospital/Medical:	18
Mass Merchandise:	82
Supermarket:	195
Travel Center:	50

The annualized sales data for *Dunkin' Donuts* Alternative Points of Distribution is a subset of and included in the annualized sales data for all *Dunkin' Donuts* stores provided above.

For more information regarding the "Regions" used in the Sales Data, refer to Appendix IV at the end of this FDD. The Region descriptions are approximations. Some store locations included in this sales data may not precisely follow the descriptions contained in Appendix IV. (For example, some stores near the boundary of another Region may be included in that other Region's sales data.)

## NOTES REGARDING SALES DATA

(1) We provide you sales data that includes average sales and the percentage of stores reporting who have actually attained or surpassed the stated average. This sales data does not include sales tax. The vast

majority of the stores that comprise this data are franchised, although we may have a small number of company owned stores at any given time (see Item 20).

- (2) The sales figures from franchised stores are compiled by using sales that are reported to us by franchisees. We have not audited or verified the reports.
- (3) Sales in states or regions with a higher concentration of stores that have been in operation for a substantial period of time tend to have higher sales than states or regions with a lower concentration of stores that have been in operation for a lesser time period. These higher concentration states or regions significantly increase the overall average due to both their higher sales and their larger numbers. Therefore, the sales performance of stores outside of these higher concentration areas may not be commensurate with the overall average sales. Please see Item 20 of this FDD for the number of stores per state. We have not been able to draw conclusions regarding the role longevity may have played in achieving preeminence in a market, or whether the lack of longevity in a market may be a barrier to achieving preeminence. For example, competitors' customers may resist changing their buying habits. It is possible that preeminence may not be achieved in some higher concentration areas due to other reasons.
- (4) Many of the stores included in this data have been open and operating for several years. These franchisees have achieved their level of sales after spending many years building customer goodwill at a particular location.
- (5) Your sales will be affected by your own operational ability, which may include your experience with managing a business, your capital and financing (including working capital), continual training of you and your staff, customer service orientation, product quality, your business plan, and the use of experts (e.g., an accountant) to assist in your business plan.
- (6) Your sales may be affected by store location and site criteria, including traffic count and which side of the street your store is located on (i.e., whether your store is on the morning drive side or afternoon drive side of traffic), local household income, residential and/or daytime populations, ease of ingress and egress, seating, parking, the physical condition of your store, the size of your site, and the visibility of your exterior sign(s). Additionally, many of the stores included in the sales figures are freestanding stores or located at the end of a strip center, and if your store is not, your sales could be negatively affected. Your sales may be negatively affected by not adhering to our standards and system, including the above, and proper equipment layout, design and construction criteria, customer queuing and flow, and local store marketing.
- (7) Individual locations may have layouts and seating capacities that vary from the typical suburban location.
- (8) Other matters affecting your sales may be competition (national and local), inflation, and federal, state and local government regulations.
- (9) Your sales may be affected by changes in the menu and regional differences in products including whether there are products not available to you or your region but sold in other regions. Menus are continually being revised, both adding and discontinuing products and product line extensions. Not all stores may have these new products. New products may not be successful for all stores. Marketing activity associated with new products may be at higher than normal levels and, therefore, sales increases may not be maintained after this temporary marketing activity is completed.
- (10) Sales may be affected by fluctuations due to seasonality (particularly in colder climates), weather and periodic marketing and advertising programs. Inclement weather may cause temporary store closings in some areas.
- (11) The above data reflects historical sales. There is no assurance that future sales will correspond to historical sales.
- (12) There are numerous factors that may affect sales at your store. The factors listed above and below are not an all-inclusive list of those factors.

THE ABOVE EARNINGS CLAIMS FIGURES RELATE ONLY TO SALES, AND DOES NOT REFLECT THE COSTS OF SALES, OPERATING EXPENSES OR OTHER COSTS OR EXPENSES THAT MUST BE DEDUCTED FROM THE GROSS REVENUE OR GROSS SALES FIGURES TO OBTAIN NET INCOME OR PROFIT. YOU SHOULD CONDUCT AN INDEPENDENT INVESTIGATION OF THE COSTS AND EXPENSES YOU WILL INCUR IN OPERATING YOUR FRANCHISED BUSINESS. FRANCHISEES OR FORMER FRANCHISEES, LISTED IN THE DISCLOSURE DOCUMENT, MAY BE ONE SOURCE OF THIS INFORMATION.

### **ADDITIONAL NOTES**

Stores that have a drive-thru window tend to have higher sales than stores without a drive-thru window. Many of the *Dunkin' Donuts* stores included in the above statistics have a drive-thru window. Some individual stores' sales may include wholesale accounts and other distribution outlets, which may not be available to you. Not all of these opportunities have been successful for all participating franchisees. These opportunities may have been added, expanded, reduced or eliminated from individual reporting stores at varying times during the reporting period. The contracts for such opportunities may have been terminated or expired without renewal in the reported or future periods. Additionally, some products may not be available in your state or region that are included in the reported sales for many of the stores.

The information provided on *Dunkin' Donuts* alternative points of distribution ("APOD") is based upon a relatively small number of stores that are predominantly located in the Northeast Region of the U.S. (New England, Metro NY and Baltimore/Washington/Pennsylvania). Factors such as differences in competition, consumer preferences, execution of the *Dunkin' Donuts* concept, concentration of shops, average sales, among others, may make the experience of *Dunkin' Donuts* APOD shops different than traditional *Dunkin' Donuts* shops.

#### **DUNKIN' DONUTS/BASKIN-ROBBINS COMBO STORES**

# We do not make financial performance representations about Dunkin' Donuts/Baskin-Robbins Combo Stores

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our General Counsel, Stephen Horn, c/o Dunkin' Donuts/Baskin-Robbins, 130 Royall Street, Canton, MA 02021, 781-737-3000, the Federal Trade Commission, and the appropriate state regulatory agencies.

#### IF APPLICABLE, HISTORICAL SALES AND PROFIT DATA FOR EXISTING STORE TO BE SOLD BY US

If the subject store is an existing store being sold by us, we may provide to you unaudited historical sales and profit data for the store. Statements prepared by us are prepared in accordance with generally accepted accounting principals. Statements prepared by past franchisee(s) of the store, if any, were submitted to us by franchisee(s) who we require to prepare statements in accordance with generally accepted accounting principals. We cannot assure you that in all cases they were so prepared.

Historical costs do not correspond to future costs because of such factors as inflation, changes in minimum wage laws, the local labor market, financing, real estate related costs and other variables. For example, actual costs such as rent, taxes, depreciation, amortization interest, insurance, payroll, and utilities may vary from historical costs. Historical sales may also not correspond to future sales because of such factors as the duration, if any, that the store was closed, changes in store management and employees, remodel or refurbishment, if any, over or under reporting of sales, changes in competition and other variables.

Your accountant should develop your own data for these accounts based on your particular financing and other costs. All information should be evaluated in light of current market conditions including such cost and price information as may then be available.

SUCH ACTUAL SALES, INCOME, GROSS OR NET PROFITS RELATE TO THE PERFORMANCE OF THE FRANCHISEE(S) OR COMPANY OPERATIONS FOR THIS STORE DURING THE TIME PERIOD(S) REPORTED AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR PROBABLE SALES, INCOME, GROSS OR NET PROFITS THAT YOU WILL REALIZE. WE DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN SUCH SALES, INCOME, GROSS OR NET PROFITS.

## Item 20: Outlets and Franchisee Information

As described in Item 1, the Dunkin' Donuts franchisor for newly-issued franchises is DD. The franchisor for our existing franchisees as of the date of this offering circular is Dunkin' Donuts Franchised Restaurants LLC. These entities are indirect wholly-owned subsidiaries of Dunkin' Brands.

References to fiscal year end 2005 is to Dunkin' Donuts LLC, which had a fiscal year end of the last Saturday in August each year. DD has a fiscal year end that falls on the last Saturday in December of each year.

We are not currently offering Dunkin' Donuts/Baskin-Robbins Combo Stores. We are however honoring existing commitments for Combo Stores. If you are purchasing an existing Dunkin' Donuts/Baskin-Robbins Combo Store, please see the end of this Item 20 for statistical information and Appendix V for a current list of outlets and a list of franchisees who have left the system within the last fiscal year.

# A DUNKIN' DONUTS Outlets

DUNKIN' DONUTS Systemwide Outlet Summary For Years 2005 to 2007 (see Note 1)							
State	StateYearOutlets at StartOutlets at End of of YearNet Change						
Franchised	2005	3,274	3,596	+322			
	2006	3,596	4,095	+499			
	2007	4,095	4,543	+448			
Company-Owned	2005	0	0	0			
	2006	0	0	0			
	2007	0	0	0			
Total Outlets	2005	3,274*	3,596	+322			
	2006	3,596*	4,095	+499			
	2007	4,095*	4,543	+448			

\* This includes *Dunkin' Donuts* outlets that are part of *Dunkin' Donuts/Baskin-Robbins* combo stores.

# **DUNKIN' DONUTS**

#### Transfers of Outlets From Franchisees to New Owners (other than the Franchisor) (see Note 1) For Years 2005 to 2007

State	Year	Number of Transfers
Arizona	2005	1
	2006	0
	2007	0
Colorado	2005	0
	2006	0
	2007	0
Connecticut	2005	17
	2006	8
	2007	12
Delaware	2005	0
	2006	1
	2007	7
District of	2005	0
Columbia	2006	0
	2007	0
Florida	2005	16
	2006	20
	2007	29
Georgia	2005	0
	2006	10
	2007	13
Hawaii	2005	0
	2006	0
	2007	0
Illinois	2005	1
	2006	6
	2007	24
Indiana	2005	0
	2006	0
	2007	1
Kansas	2005	0
	2006	0
	2007	0

Kentucky	2005	0
Mentucky	2005	0
	2008	0
Louisiana	2007	0
Louisiana	2005	0
Maine	2007	0
Maine	2005	0 2
	2006	-
	2007	4
Maryland	2005	2
	2006	3
	2007	8
Massachusetts	2005	4
	2006	10
	2007	12
Michigan	2005	3
	2006	0
	2007	1
Missouri	2005	0
	2006	0
	2007	0
New Hampshire	2005	3
	2006	0
	2007	1
New Jersey	2005	14
	2006	16
	2007	25
New Mexico	2005	1
	2006	0
	2007	0
New York	2005	38
	2006	32
	2007	43
North Carolina	2005	0
	2006	0
	2007	0
Ohio	2005	0
	2006	0
	2007	0
Oklahoma	2005	0
	2006	0
	2007	0
Oregon	2005	0
	2006	0
	2007	0
Pennsylvania	2005	6
	2006	13
		17
_	2005 2006 2007 2005	0 0 0 6 13

Rhode Island	2005	1
	2006	14
	2007	0
South Carolina	2005	0
	2006	0
	2007	8
Tennessee	2005	0
	2006	0
	2007	0
Texas	2005	0
	2006	1
	2007	1
Vermont	2005	0
	2006	6
	2007	1
Virginia	2005	0
	2006	5
	2007	8
West Virginia	2005	0
	2006	0
	2007	0
Wisconsin	2005	0
	2006	0
	2007	0
Total	2005	107
	2006	147
	2007	215

DUNKIN' DONUTS STATUS OF FRANCHISED OUTLETS* (see Notes 1 and 2) For Years 2005 to 2007								
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 *
AZ	2005	12	0	1	0	0	1	10
	2006	10	0	1	0	0	0	9
	2007	9	0	0	0	0	0	9
СО	2005	4	0	0	0	0	0	4
	2006	4	0	0	0	0	0	4
	2007	4	0	0	0	0	0	3

СТ	2005	349	21	0	0	0	5	375
CI	2005	375	42	0	0	0	7	424
	2000	424	41	0	0	0	9	472
DE	2007	35	1	0	0	0	0	36
DL	2005	36	10	0	1	0	0	45
	2000	45	7	0	0	0	1	50
DC	2007	43	0	0	0	0	0	7
DC	2005	7	2	0	0	0	0	9
	2000	9	3	0	0	0	0	12
FL	2007	176	8	0	1	0	8	175
T L	2005	175	33	4	2	0	7	221
	2000	221	42	6	4	0	4	257
GA	2007	28	0	0	0	0	1	26
011	2005	26	4	0	0	0	0	30
	2000	30	4	0	0	0	0	37
HI	2007	5	0	3	0	0	1	1
	2006	1	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
IL	2005	150	25	1	0	0	7	167
	2006	167	38	3	0	0	4	198
	2007	198	30	0	1	0	8	218
IN	2005	13	1	0	2	0	1	11
	2006	11	6	0	0	0	1	16
	2007	16	4	0	0	0	1	19
KS	2005	1	0	0	0	0	0	1
	2006	1	0	0	0	0	0	1
	2007	1	0	0	0	0	0	1
KY	2005	26	2	0	0	0	0	28
	2006	28	1	0	0	0	1	28
	2007	28	0	0	0	0	0	28
LA	2005	1	0	0	0	0	0	1
	2006	1	0	0	0	0	0	0
	2007	0	0	0	0	0	0	0
ME	2005	83	21	1	2	0	1	100
	2006	100	24	0	1	0	1	122
	2007	122	9	0	0	0	0	133
MD	2005	59	0	0	0	0	0	59
	2006	59	9	1	1	0	2	64
	2007	64	10	0	1	0	2	73
MA	2005	840	107	0	0	0	10	937
	2006	937	92	0	1	0	12	1036
	2007	1036	45	0	0	0	23	1105
MI	2005	39	2	0	6	0	0	35
	2006	35	0	1	1	0	0	33
	2007	33	0	0	1	0	1	31

MO	2005	2	0	0	0	0	0	2
	2006	2	0	0	0	0	0	1
	2007	1	0	0	0	0	0	2
NH	2005	159	31	0	0	0	1	189
1 111	2005	189	17	1	1	0	1	203
	2007	203	12	0	0	0	2	220
NJ	2005	361	49	1	0	0	2	407
1.0	2006	407	77	1	0	0	9	474
	2007	474	50	1	0	0	8	524
NM	2005	6	0	1	0	0	0	5
	2006	5	0	0	0	0	0	5
	2007	5	0	0	0	0	0	5
NV	2005	0	0	0	0	0	0	0
	2006	0	0	0	0	0	0	0
	2007	0	3	0	0	0	0	3
NY	2005	428	63	1	0	1	2	487
	2006	487	108	3	2	0	10	580
	2007	580	90	3	1	0	11	676
NC	2005	9	2	0	0	0	0	11
	2006	11	4	0	0	0	0	15
	2007	15	7	1	3	0	0	18
OH	2005	18	11	0	0	0	1	28
	2006	28	6	0	1	0	1	32
	2007	32	6	1	0	0	1	36
OK	2005	5	0	0	0	0	1	4
	2006	4	0	0	0	0	0	4
	2007	4	0	0	0	0	0	4
OR	2005	1	0	0	0	0	0	1
	2006	1	0	0	0	0	0	1
	2007	1	0	0	0	0	0	1
PA	2005	193	26	0	3	0	2	214
	2006	214	33	1	2	0	3	241
	2007	241	35	0	1	0	2	277
RI	2005	144	7	0	0	0	0	151
	2006	151	16	0	0	0	2	165
	2007	165	6	0	0	0	5	167
SC	2005	9	0	0	0	0	0	8
	2006	8	3	0	0	0	0	11
	2007	11	13	0	0	0	0	24
TN	2005	4	0	0	1	0	0	3
	2006	3	1	0	0	0	0	4
	2007	4	5	0	0	0	0	11
ТХ	2005	15	0	0	0	0	1	14
	2006	14	0	0	0	0	1	13
	2007	13	6	2	0	0	0	17

VT	2005	41	5	0	0	0	0	46
	2006	46	1	0	0	0	0	47
	2007	47	2	0	0	0	2	46
VA	2005	43	3	0	0	0	1	45
	2006	45	7	0	0	0	0	52
	2007	52	8	2	0	0	0	58
WV	2005	3	0	0	0	0	0	3
	2006	3	0	1	1	0	0	1
	2007	1	0	0	0	0	0	1
WI	2005	5	0	0	0	0	0	5
	2006	5	0	0	0	0	0	5
	2007	5	0	0	0	0	0	5
TOTAL	2005	3,274	385	9	15	1	45	3,596
	2006	3,596	534	17	14	0	62	4,095
	2007	4,095	438	16	12	0	80	4,543

DUNKIN' DONUTS Status of Company-Owned Outlets For Years 2005 to 2007 (see Note 1)							
State	StateYearOutlets at StartOutletsOutletsOutlets ReacquiredOutlets ClosedOutlets SoldOutlets at End of FranchiseesStateYearOpenedReacquired from 						
Total	2005	0	0	0	0	0	0
	2006	0	0	0	0	0	0
	2007	0	0	0	0	0	0

	DUNKIN' DONUTS PROJECTED OPENINGS AS OF DECEMBER 29, 2007							
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year					
Arizona	8	8						
Connecticut	0	39						
Delaware	0	2						
<b>District of Columbia</b>	0	2						
Florida	8	94						
Georgia	1	12						
Illinois	5	44						
Indiana	0	9						
Kentucky	0	1						
Maine	2	7						
Maryland	0	11						
Massachusetts	12	40						
Michigan	0	3						
Missouri	0	1						
Nevada	1	17						
New Hampshire	1	7						
New Jersey	11	47						
New York	20	91						
North Carolina	1	176						
Ohio	0	10						
Pennsylvania	11	64						
Rhode Island	0	6						
South Carolina	0	22						
Tennessee	0	5						
Texas	0	12						
Vermont	0	1						
Virginia	2	5						
TOTAL	83	636	0					

# Note: The list of currently operating *Dunkin' Donuts* outlets is divided into regions as follows:

Nort	heast States	Mid-Atlantic States		
1 Connecticut	4 New Hampshire	1 Delaware	3 New York	
2 Maine	5 Rhode Island	2 New Jersey	4 Pennsylvania	
3 Massachusetts	6 Vermont		-	
Sout	heast States	Central States		
1 Florida	5 Washington, DC	1 Alabama	4 Ohio	
2 Georgia	6 North Carolina	2 Kentucky	5 Tennessee	
3 Maryland	7 South Carolina	3 Mississippi	6 West Virginia	
4 Virginia			-	
Mid-	West States	Sout	thwest States	

1 Illinois	7 Missouri	1 Arkansas	7 Nevada
2 Indiana	8 Nebraska	2 Arizona	8 New Mexico
3 Iowa	9 North Dakota	3 California	9 Oklahoma
4 Kansas	10 South Dakota	4 Colorado	10 Texas
5 Michigan	11 Wisconsin	5 Hawaii	11 Utah
6 Minnesota		6 Louisiana	

# **Northwest States**

1	Alaska	4 Oregon
2	Idaho	5 Washington
3	Montana	6 Wyoming

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## Brand: Dunkin' Donuts Region: Northeast States

#### PC, Franchisee, Store Address, Phone

338639, Scott Fanning, 497 Route 6, Andover, CT, 06232 1320, (860)742-5772 336142, Maria Micciche, 39 Pershing Dr, Ansonia, CT, 06401 2214, (203)732-5787 335770, Ashford Donuts, LLC, 11 Nott Highway, Ashford, CT, 06278 1316, (860)429-3100 340368, Peter Zepka, 75 East Main St, Avon, CT, 06001, (860)674-9257 336743, Cary Gagnon, 1113 Farmington Avenue, Berlin, CT, 06037 1218, (860)828-0083 340508, Cary Gagnon, 2005 Berlin Turnpike Wilbur Cross Highway, Berlin, CT, 06037 3617, (860)828-5885 330641, Cary Gagnon, 223 New Britain Ave, Berlin, CT, 06037 1353, (860)229-0606 344540, Eduardo Batista, 203 Greenwood Ave, Bethel, CT, 06801 2113, (203)781-2576 303311, Eduardo Batista, 25 Grassy Plain Rd, Bethel, CT, 06801 1703, (203)797-9221 310247, 413 Cottage Grove Road Donuts, LLC, 413 Cottage Grove Rd, Bloomfield, CT, 06002, (860)286-1175 301753, 760 Park Avenue Donuts, LLC, 760 Park Ave, Bloomfield, CT, 06002 2457, (860)243-5633 341358, Christina Zafiris, 903-905 Blue Hills Ave, Bloomfield, CT, 06002, (860)286-9061 343384, James Zafiris, 6 Old Windsor Rd Cumberland Farms, Bloomfield, CT, 06002 1313, (860)243-0751 301333, Carlos Andrade, 858 W Main St, Branford, CT, 06405 3422, (203)488-7402 344893, Carlos Andrade, 364 E. Main St (Dandy Donuts), Branford, CT, 06405 2938, (203)488-5893 338170. Carlos Andrade. 33 Leetes Island Rd. Branford. CT. 06405 6513. (203)315-1155 330839, Carlos Andrade, 207 East Main St, Branford, CT, 06405 3102, (203)488-7334 300343, Carlos Andrade, 112 N Main St, Branford, CT, 06405 3011, (203)488-8389 335070, Wayne Bowman, 815 Lafayette Blvd, Bridgeport, CT, 06604 5724, (203)366-1605 338257, Dennis Tournas, 4531 N Main St Stop & Shop, Bridgeport, CT, 06606 1818, (203)371-6972 338055, Dennis Tournas, 2500 Madison Ave Stop & Shop, Bridgeport, CT, 06606 2623, (203)372-0688 302917, Carlos Andrade, 285 Boston Ave, Bridgeport, CT, 06610 1603, (203)576-8808 331022, Carlos Andrade, 2550 Fairfield Ave, Bridgeport, CT, 06605 2647, (203)336-8843 301904, Carlos Andrade, 2427 Main St, Bridgeport, CT, 06606 5325, (203)331-9771 344288, Bangalore Mahesh, 529 North Ave, Bridgeport, CT, 06606, (203)333-1010 300570, Bangalore Mahesh, 4150 Main St, Bridgeport, CT, 06606 2301, (203)374-0400 343890, Bangalore Mahesh, 280 Washington Ave, Bridgeport, CT, 06604, (203) 332-0100 345152, Bangalore Mahesh, 1055 Huntington Tpke, Bridgeport, CT, 06610, (203)374-1144 337866, William Ghio, 747 Pine St Stop & Shop, Bristol, CT, 06010 6925, (860)582-3154 343973, William Ghio, 21 Brewster Rd Perioperative Center Cart, Bristol, CT, 06010, (860)302-7368 343874, William Ghio, 21 Brewster Rd Bristol Hospital, Bristol, CT, 06010 5142, (860)302-7368 341069, Pine Farms Donuts, LLC, 597 Farmington Ave Stop & Shop, Bristol, CT, 06010 3932, 302230, Janet Ghio, 855 Farmington Ave, Bristol, CT, 06010 3922, (860)589-6002 310025, Janet Ghio, 182 N Main St, Bristol, CT, 06010 8103, (860)585-5942 306973, Janet Ghio, 15 Pine St, Bristol, CT, 06010 6928, (860)589-5899 338369, Janet Ghio, 1264 Farmington Ave, Bristol, CT, 06010 4761, (860)589-6002 302807, James Williams, 270 Federal Rd, Brookfield, CT, 06804 2621, (203)740-1222 332153, Janet Ghio, 295 Spielman Hwy., Burlington, CT, 06013 1605, (860)404-9433 342880, Dimitrios Moutoudis, 5 Westminster Rd, Canterbury, CT, 06331 1526, (860)546-6578 341559, Peter Zepka, 140 Albany Tpke, Canton, CT, 06019 2509, (860)693-9489 310396, Peter Zepka, 232 Albany Turnpike, Citgo Quik, Canton, CT, 06019, (203)693-0127 344809, Scott Fanning, 23 Main St, Centerbrook, CT, 06409, (860)767-0396 342513, Alberto Batista, 1041 South Main St., Cheshire, CT, 06410 3414, (203)250-7711 337786, Alberto Batista, 275 Highland Ave Stop & Shop, Cheshire, CT, 06410 2520, (203)272-5993 336139, Alberto Batista, 310 South Main St, Cheshire, CT, 06410, (203)272-5537 338877, Michael Batista, 21 Diana Court, Cheshire, CT, 06410 1207, (203)537-3420 340582, Frank D'Andrea, Jr., 7 Glenwood Rd, Clinton, CT, 06413, (860)669-2225 308535, Clinton Donuts, Inc., 215 E Main St, Clinton, CT, 06413 2200, (860)664-0220 332776, George Veneziano, 440 S Main St, Colchester, CT, 06415 1426, (860)537-0734 343853, George Veneziano, 738 Middletown Rd, Colchester, CT, 06415, (860)267-0824 338304, George Veneziano, 99 Linwood Ave Stop & Shop, Colchester, CT, 06415 1100, (860)537-2361 340285, Scott Fanning, 221 Willimantic Rd, Columbia, CT, 06237 1124, (860)228-5248

336838. Antonio Pacheco. 3516 Main St. Coventry. CT. 06238 1551. (860)742-5114 337771, Alberto Batista, 195 West Street Stop & Shop, Cromwell, CT, 06416 1881, (860)635-8300 341888, Christina Zafiris, 161 Berlin Rd Wal\*Mart, Cromwell, CT, 06416 1021, (860)635-0458 340502, Michael Batista, 24 Shunpike Rd, Cromwell, CT, 06416 2413, (860)613-2420 337618, One Kirby Road Donuts, LLC, 1 Kirby Rd, Cromwell, CT, 06416 1003, (860)613-2450 338050, James Williams, 72 Newtown Rd Stop & Shop, Danbury, CT, 06810 6254, (203)798-0555 338049, James Williams, 44-46 Lake Ave Ext Stop & Shop, Danbury, CT, 06811 6343, (203)797-8901 336361, James Williams, 407 Main St. #409, Danbury, CT, 06810, (203)205-0609 304092, James Williams, 117 South St. Danbury, CT. 06810 8039, (203)798-6162 336611, James Williams, 110 Newtown Rd, Danbury, CT, 06810, (203)778-2582 304445, Eduardo Batista, 82 Newtown Rd, Danbury, CT, 06810 4121, (203)744-3026 300968, Eduardo Batista, 2 Mill Ridge Rd, Danbury, CT, 06811 5231, (203)744-6412 342087, Eduardo Batista, 2 Lake Avenue Ext., Danbury, CT, 06811 5248, (203)743-2349 310466, Eduardo Batista, 1618 Hayestown Ave, Danbury, CT, 06810, (203)798-7425 300448, Eduardo Batista, 101 White St. Danbury, CT, 06810 6612, (203)743-1305 343005, Eduardo And Steve Batista, 28 Eagle Rd, Danbury, CT, 06810 4129, (203)948-7525 330326, Konstantinos Frangakis, 483 Providence Rd, Danielson, CT, 06239 2414, (860)779-2756 310189, James Cain, 967 Post Rd, Darien, CT, 06820 4506, (203)656-3208 304718, Konstantinos Frangakis, Route 101 Hartford Pike, Dayville, CT, 06241, (806)774-6005 344436, Dimitrios Moutoudis, 541 Hartford Tpk, Davville, CT, 06241 2150, (860)779-9584 344905, Scott Fanning, 190 Main St. Deep River, CT, 06417, (860)526-892 336525, Carlos Andrade, 25 New Haven Ave, Derby, CT, 06418 2021, (203)734-0633 306589, Carlos Andrade, 530 New Haven Ave Orange Derby Shopping Center, Derby, CT, 06418, (203)734-1166 330433, Alberto Batista, 38 Main St, Durham, CT, 06422 2102, (860)349-0813 340202, Michael Batista, 349 Main St., Durham, CT, 06422 1614, (860)349-6380 308753, Joseph Naples, III, 4 Rainbow Rd, East Granby, CT, 06026 9761, (203)653-0883 335701, Mark Cafua, 25 East High St, Unit 1, East Hampton, CT, 06424 1002, (860)267-2788 337772, Christina Zafiris, 940 Silver Lane Stop & Shop, East Hartford, CT, 06108 1283, (860)569-7050 304323, Christina Zafiris, 1166 Burnside Ave, East Hartford, CT, 06108 1508, (860)290-8151 300340, Christina Zafiris, 1084 Main St, East Hartford, CT, 06108 2240, (860)291-0677 310248, 775 Silver Lane Donuts, LLC, 775 Silver Ln, East Hartford, CT, 06118 1245, (860)895-8575 336102, Alan Witkin, 704 Foxon Rd, East Haven, CT, 06513 1863, (203)469-0207 337891, Carlos Andrade, 370 Hemingway Ave Stop & Shop, East Haven, CT, 06512 2317, (203)469-8895 302769, Evangelos Moutoudis, 91 Frontage Rd, East Haven, CT, 06512 2102, (203)466-3800 342289, Neal Angelini, 15 Hemmingway Ave, East Haven, CT, 06512, 336682, Neal Angelini, 320 Main St, East Haven, CT, 06512 2920, (203)469-9211 341170, Kelly Andrade, 251 Main St Stop & Shop, East Lyme, CT, 06333, (860)739-1910 306701, Pedro (Peter) Andrade, 209 Flanders Rd, East Lyme, CT, 06333 1711, (860)691-0164 306804, Manuel Realejo, 1 Thompson Rd, East Windsor, CT, 06088 9695, (860)627-9466 343310, Manuel Realejo, 17 North Rd, East Windsor, CT, 06088, (860)292-6754 331432, Manuel Realejo, 172 Bridge St, East Windsor, CT, 06088 9548, (860)623-2522 342510, Manuel Realejo, 216 South Main St, East Windsor, CT, 06088, (860)903-1013 344419. Joaquin Freitas. 155 Hazard Ave. Enfield. CT. 06082. (860)749-6255 335806, Carlos Caetano, 89 Elm St, Enfield, CT, 06082 3719, (860)741-5349 330434, Carlos Caetano, 562 Enfield St, Enfield, CT, 06082 2409, (860)745-2900 344879, Carlos Caetano, 56 Enfield St, Enfield, CT, 06082, (860)749-6255 310314, Carlos Caetano, 545 Hazard Ave, Enfield, CT, 06082 4704, (860)749-5011 337957, Carlos Caetano, 54 Hazard Ave Stop & Shop, Enfield, CT, 06082 3845, (860)741-2200 306197, Carlos Caetano, 35 Hazard Ave Brookside Plaza, Enfield, CT, 06082 3711, (860)749-5011 343578, Dennis Tournas, 975 Kings Hwy, Fairfield, CT, 06825, (203)382-1913 300342, Dennis Tournas, 593 Post Rd, Fairfield, CT, 06430 6286, (203)255-3366 302040, Dennis Tournas, 200 Tunxis Hill Rd, Fairfield, CT, 06432 4448, (203)330-1212 308054, Dennis Tournas, 1910 Black Rock Tpke, Fairfield, CT, 06432 3543, (203)367-4469 338054. Dennis Tournas, 1160 Kings Hwy Stop & Shop, Fairfield, CT, 06430 5355, (203)254-8478 306548, Antonio Pacheco, 1600 S East Rd, Farmington, CT, 06032 2608, (860)677-4820 304959, Joseph Naples, III, 1015 Farmington Ave, Farmington, CT, 06032 1511, (860)678-1999 333012, Joseph Naples, III, 348 Colt Highway, Farmington, CT, 06032, (860)676-1211

340114, Joseph Naples, III, 6 Colt Highway, Farmington, CT, 06032 2831, (860)674-1595 335429, Ted Crew, 230 Farmington Ave, Farmington, CT, 06032 1916, (860)678-7759 331844, Jane Couto, 1662 Route 12, Gales Ferry, CT, 06335 1541, (860)464-7648 342885, Tom Brazel, 2751 Main St, Glastonbury, CT, 06033, (860)633-2500 334688, Michael Andreo, 3040 Main St, Glastonbury, CT, 06033 1062, (860)633-3506 337861, Michael Andreo, 215 Glastonbury Blvd Stop & Shop Suite 2, Glastonbury, CT, 06033 4408, (860)659-4553 338741, Christina Zafiris, 55 Oak St Stop & Shop, Glastonbury, CT, 06033 2315, (860)652-8925 340514, Peter Zepka, 7 Mill Pond Rd Salmon Brook Ct, Granby, CT, 06035 2637, (860)653-7227 302601. Dennis Tournas. 271 W Putnam Ave. Greenwich. CT. 06830 5204. (203)869-5791 340603, Dimitrios Moutoudis, 832 Voluntown Rd, Griswold, CT, 06351 3315, (860)376-4055 342022, Randy Rianhard, 2414 Gold Star Hwy, Groton, CT, 06340, (860)536-5084 342883, John Couto, 1056 Poguonnock Rd, Groton, CT, 06340, (860)449-0726 310195, Jane Couto, 799 Long Hill Rd, Groton, CT, 06340 4204, (860)449-0203 340509, Jane Couto, 75 Poquonnock Rd., Groton, CT, 06340 4403, (860)449-0250 340513, Jane Couto, 639 Route 12, Groton, CT, 06340 2949, (860)405-0724 300292, Jane Couto, 368 Route 12, Groton, CT, 06340 2930, (860)445-0329 330193, Frank D'Andrea, Jr., 1200 Boston Post Rd, Guilford, CT, 06437 2450, (203)458-1955 336524, Frank D'Andrea, Jr., 556 Boston Post Rd, Guilford, CT, 06437 2753, (203)458-1268 343914, Frank D'Andrea, Jr., 900 Boston Post Rd Wal\*Mart, Guilford, CT, 06437, (203)453-0064 302602, Philip Scarinci, 940 Dixwell Ave, Hamden, CT, 06514 4928, (203)786-4722 331287, Philip Scarinci, 3300 Whitney Ave, Hamden, CT, 06518 1937, (203)287-5442 337768, Philip Scarinci, 2335 Dixwell Ave Stop & Shop, Hamden, CT, 06514 2100, (203)248-9615 300283, Philip Scarinci, 1900 Dixwell Ave, Hamden, CT, 06514 3107, (203)281-1640 342291, Philip Scarinci, 1399 Dixwell Ave, Hamden, CT, 06514, (203)230-8223 337763, Philip Scarinci, 1245 Dixwell Ave Stop & Shop, Hamden, CT, 06514 4132, (203)281-0151 308629, Evangelos Moutoudis, 1950 State St, Hamden, CT, 06517 3820, (203)562-7701 341296, Diane Cavallo, 2490 Whitney Ave, Hamden, CT, 06518 3022, (203)230-5884 339828, Carlos Andrade, 2460 Dixwell Ave, Hamden, CT, 06514 1800, (203)288-0442 304730, The Hartford Cpl Co-Op, Inc., 376 Ledyard St., Hartford, CT, 06114 2004, (860)953-5590 335463, Ted Crew, 942 Main St, Hartford, CT, 06103, (860)525-4278 300312, Ted Crew, 75 Airport Rd Bldg A, Hartford, CT, 06114 2004, (860)296-2608 342169, Ted Crew, 485 Main St, Hartford, CT, 06103 3004, (860)727-8724 304866, Ted Crew, 271 Farmington Ave, Hartford, CT, 06105 3440, (860)548-1720 336193, Ted Crew, 265 Washington St., Hartford, CT, 06106 3319, (860)246-2304 339083, Ted Crew, 242 Trumbull St, Hartford, CT, 06103 1213, (860)524-9738 334917, Ted Crew, 21-23 Asylum St, Hartford, CT, 06467, (860)525-3113 341876, Ted Crew, 20 Central Row, Hartford, CT, 06103 2701, (860)524-9532 341502, Ted Crew, 129 Weston St, Hartford, CT, 06120, (860)293-0139 340369, Antonio Pacheco, 3250 Main St, Hartford, CT, 06120 1137, (860)722-9990 337766, Eric Barreira, 150 Park Ave. Stop & Shop, Hartford, CT, 06106 4011, (860)232-8777 304715, Eric Barreira, 274 Franklin Ave, Hartford, CT, 06114 1848, (860)296-5444 330088, Eric Barreira, 335 Capitol Ave, Hartford, CT, 06106 1412, (860)246-5454 341068. Jaward Shreidi, 949 Albany Ave, Hartford, CT, 06112 2311, (860)246-2808 342595, Joseph Naples, III, 754 Maple Ave, Hartford, CT, 06114, (860)524-8861 340443, Larry Lemos, 475 Flatbush Ave, Hartford, CT, 06106 3728, (860)953-5590 342031, Michael Ouimet, 110 Brainard Rd, Hartford, CT, 06114, (860)293-2114 331774, Michael Ouimet, 131 Brainard Rd, Hartford, CT, 06114 1603, (860)524-8542 343734, Scott Fanning, 25 Albany Ave, Hartford, CT, 06120 2854, (860)541-4111 343904, Scott Fanning, 1 Union Place, Hartford, CT, 06103, (860)548-0672 342511, Ted Crew, 100 Constitution Plaza, Hartford, CT, 06103, (860)524-8074 340241, George Veneziano, 109 Main St., Hebron, CT, 06248 1519, (860)228-8293 342434, Kimberly Crew-Fanning, 201 Saybrook Rd, Higganum, CT, 06441, (860)345-4710 344891, Dimitrios Moutoudis, 107 River Rd (Dandy Donuts), Lisbon, CT, 06351 3037, (860)376-0496 340288. Dimitrios Moutoudis. 114 River Rd. Lisbon. CT. 06351 3025. (860)376-5263 340950, Dimitrios Moutoudis, 180 River Rd. Wal\*Mart, Lisbon, CT, 06351 3249, (860)376-0585 300680, Maria Rocha, 7 Village Green Dr, Litchfield, CT, 06759 3419, (860)567-0507 337764, Carlos Andrade, 136 Samson Rock Dr Stop & Shop, Madison, CT, 06443 3018, (203)245-7204

303318. Carlos Andrade. 1315 Boston Post Rd. Madison. CT. 06443 3431. (203)245-1338 338149, Mario Medeiros, 80 Buckland Hills Dr Home Depot, Manchester, CT, 06040 8700, (860)644-9195 341461, Mario Medeiros, 420 Buckland Hills Dr Wal\*Mart, Manchester, CT, 06040, (860)648-9290 306468, Mario Medeiros, 171 Spencer St, Manchester, CT, 06040 4602, (860)646-9129 337619, Mario Medeiros, 1527 Pleasant Vally Rd, Manchester, CT, 06040 8763, (860)648-2974 306504, Mario Medeiros, 1205 Tolland Tpke, Manchester, CT, 06040 1666, (860)647-2955 343320, Cary Gagnon, 318 Adams St, Manchester, CT, 06040, (860)643-4705 303305, Cary Gagnon, 255 Middle Tpke W, Manchester, CT, 06040 3834, (860)646-9277 335771, Carv Gagnon, 244 Center St, Manchester, CT, 06040, (860)646-9395 310194, Antonio Pacheco, 81 Oakland St, Manchester, CT, 06040 2363, (860)646-9345 341294, Antonio Pacheco, 443 Hartford Rd, Manchester, CT, 06040 5729, (860)643-4750 337767, Antonio Pacheco, 286 Broad St Stop & Shop, Manchester, CT, 06040 4034, (860)645-8050 340255, Antonio Pacheco, 210 Demming St, Manchester, CT, 06040 1728, (860)648-1443 342462, Antonio Pacheco, 2103 Storrs Rd, Mansfield, CT, 06268, (860)487-4822 342841, Joseph Naples, III, 5 South Main St., Marlborough, CT, 06447 1502, (860)295-1386 343158, Michael Batista, 470 Lewis Ave Westfield Mall, Meriden, CT, 06451 2103, (203)634-3235 331842, Alberto Batista, 900 E Main St, Meriden, CT, 06450 6049, (203)634-7884 335773, Alberto Batista, 57 S Broad St, Meriden, CT, 06450 6530, (203)238-3426 340904, Alberto Batista, 490-528 West Main St, Meriden, CT, 06450, (203)630-6635 337770, Alberto Batista, 485 Broad St Stop & Shop, Meriden, CT, 06450 5801, (203)238-1235 332358. Alberto Batista, 435 Lewis Ave Midstate Medical Cer, Meriden, CT, 06451 2101, (203)379-0543 308628, Alberto Batista, 255 E Main St, Meriden, CT, 06450 5612, (203)630-1550 300263, Alberto Batista, 132 W Main St, Meriden, CT, 06451 4142, (203)238-3771 302902, Alberto Batista, 1107 E Main St, Meriden, CT, 06450 4819, (203)238-2027 330292, Manuel Rocha, 520 Middlebury Rd Texaco Station, Middlebury, CT, 06762 2539, (203)598-3509 310137, Manuel Rocha, 750 Straits Tpke, Middlebury, CT, 06762 2833, (203)758-8872 337769, Alberto Batista, 416 East Main St Stop & Shop, Middletown, CT, 06457 4509, (860)346-0160 341877, Alberto Batista, 648 S. Main St, Middletown, CT, 06457, (860)343-9626 308298, Michael Batista, 170 Main St, Middletown, CT, 06457 3466, (203)344-0460 301220, Michael Batista, 396 Washington St, Middletown, CT, 06457 2527, (203)347-8177 330463, Michael Batista, 955 Washington St, Middletown, CT, 06457 2527, (860)704-0154 335694, Frank D'Andrea, Jr., 367 Bridgeport Avenue, Milford, CT, 06460, (203)882-8800 332402, Frank D'Andrea, Jr., 22 Broad St, Milford, CT, 06460 3350, (203)874-8106 338536, Diane Cavallo, 859 Boston Post Rd, Milford, CT, 06460 3531, (203)878-8216 310313, Diane Cavallo, 214 Woodmont Rd, Milford, CT, 06460 2860, (203)878-3110 337760, Diane Cavallo, 1360 E Town Rd Stop & Shop, Milford, CT, 06460 3623, (203)877-1841 304322, Diane Cavallo, 1353 New Haven Ave, Milford, CT, 06460 8158, (203)874-9788 300284, Diane Cavallo, 1338 Boston Post Rd, Milford, CT, 06460 2711, (203)874-3189 332403, Carlos Andrade, 594 New Haven Ave, Milford, CT, 06460, (203)877-0480 304578, Robert Jacks, 1843 Meriden Waterbury Tpke Rd, Milldale, CT, 06467, (860)620-1901 307138, Randy Rianhard, 447 Monroe Tpke, Monroe, CT, 06468 2267, (203)452-9167 344944, Randy Rianhard, 695 Main Street, Monroe, CT, 06468, (203)268-5242 302575, Antonio Couto, 641 Norwich, New London Tpk, Montville, CT, 06353, (860)848-4724 332290, Jane Couto, 2210 Route 32, Montville, CT, 06353, (860)848-1833 342092, Gregory Daley, 42 A/B Williams Ave (Route 1), Mystic, CT, 06355, 344895, Gregory Daley, 242 Greenmanville Ave (Dandy Donuts), Mystic, CT, 06355 1945, (860)536-0040 343661, Gregory Daley, 17 Whitehall Ave, Mystic, CT, 06355 1966, (860) 245-0294 340959, Manuel Rocha, 1100 New Haven Rd Wal\*Mart, Naugatuck, CT, 06770 5016, (203)729-4182 300289, Manuel Rocha, 1182 New Haven Rd, Naugatuck, CT, 06770 5035, (203)723-1200 301587, Manuel Rocha, 2 Meadow St, Naugatuck, CT, 06770 4002, (203)729-7977 301629, Manuel Rocha, 282 S Main St Mobil Station, Naugatuck, CT, 06770 4635, (203)720-2227 337954, Manuel Rocha, 727 Rubber Ave Stop & Shop, Naugatuck, CT, 06770 3642, (203)729-4182 337785, Ted Crew, 1309 Corbin Street Stop & Shop, New Britain, CT, 06053 3857, (860)793-6955 331312, N.B. Newington Donuts, LLC, 234 Newington Ave, New Britain, CT, 06051 2128, (860)348-0683 333005, Kimberly Crew-Fanning, 741 W Main St, New Britain, CT, 06053, (860)826-5488 340844, Kimberly Crew-Fanning, 1015 West Main St., New Britain, CT, 06053 3454, (860)229-1551 340293, Joseph Naples, III, 1537 Stanley St., New Britain, CT, 06053 3252, (860)229-9156

310186. Duarte Pacheco. 701 Farmington Ave. New Britain. CT. 06053 1657. (860)223-8155 310120, Duarte Pacheco, 130 S Main St, New Britain, CT, 06051 2213, (203)832-9543 306803, Duarte Pacheco, 118 E Main St Newbrite Plaza, New Britain, CT, 06051 1915, (860)229-4422 302524, James Cain, 98 Elm St, New Canaan, CT, 06840 5406, (203)966-9719 300787, Eduardo Batista, 74 State Route 37, New Fairfield, CT, 06812 5034, (203)746-7088 337978, Peter Zepka, 495 Main St, New Hartford, CT, 06057 2110, (860)379-7002 300261, Jose Branco, 1350 Whalley Ave, New Haven, CT, 06515 1133, (203)397-5313 343274, Jose Branco, 500 Foxon Rd, New Haven, CT, 06513, (203)468-5787 330640. Neal Angelini, 1179 Chapel St. New Haven, CT. 06511 4701, (203)624-1107 330327, Neal Angelini, 889 State St, New Haven, CT, 06511 3923, (203)782-6171 331028, Peter Pacheco, 255 Kimberly Ave, New Haven, CT, 06519 2828, (203)789-0655 339575, Umesh Chaudhari, 323 Whallev Ave, New Haven, CT, 06511 3140, (203)752-0004 304970, Umesh Chaudhari, 470 Whalley Ave, New Haven, CT, 06511 3012, (203)782-2245 302801, Umesh Chaudhari, 50 Union Ave Ste 2, New Haven, CT, 06519 1752, (203)772-0049 302380, Umesh Chaudhari, 50 Union Ave/Union Rr Station Union Station, New Haven, CT, 06519, (203)773-9151 330231, Umesh Chaudhari, 864 Whalley Ave, New Haven, CT, 06515 1759, (203)397-1365 337867, Jose Branco, 112 Amity Rd Stop & Shop, New Haven, CT, 06515 1405, (203)389-8600 302697, Evangelos Moutoudis, 51 York St, New Haven, CT, 06511 5653, (203)865-5655 304966, Evangelos Moutoudis, 291 Ferry St, New Haven, CT, 06513 3702, (203)782-2837 302069, Evangelos Moutoudis, 200 Sargent Dr, New Haven, CT, 06511 5919, (203)777-3500 344103. Dimitrios Moutoudis, 16 Kimberly Ave, New Haven, CT, 06519 2412, (203)773-9569 300455, Dalia Pacheco, 81 Church St, New Haven, CT, 06510 2709, (203)789-0337 307834, Dalia Pacheco, 770 Chapel St, New Haven, CT, 06510 3101, (203)789-0660 310107, Dalia Pacheco, 54 Whitney Ave, New Haven, CT, 06510 1217, (203)789-0380 341798, Dalia Pacheco, 424 Boston Post Rd, New Haven, CT, 06516 1933, (203)789-0660 342593, Compass Group USA, Inc., Southern CT State University 501 Crescent St, New Haven, CT, 06515, (203)392-6990 307828, Alan Witkin, 294 Foxon Blvd, New Haven, CT, 06513 2324, (203)469-6437 344440, Kelly Andrade, 439 Ocean Ave, New London, CT, 06320 4502, (860)444-0350 337312, Pedro (Peter) Andrade, 175 Broad St, New London, CT, 06320 5312, (860)443-5058 301081, Pedro (Peter) Andrade, 382 Vauxhall St, New London, CT, 06320 2627, (203)439-0654 302701, Labhshankar Pandya, 4 East St, New Milford, CT, 06776 3014, (860)354-4408 301731, Labhshankar Pandya, 12 Danbury Rd, New Milford, CT, 06776 3402, (203)354-7096 310437, Cary Gagnon, 1095 Main St, Newington, CT, 06111 2917, (203)665-9655 338122, Cary Gagnon, 2601 Berlin Tpk, Newington, CT, 06111 4112, (860)667-2662 306470, Cary Gagnon, 3384 Berlin Tpke, Newington, CT, 06111 5103, (860)666-7189 337774, Cary Gagnon, 44 Fenn Rd Stop & Shop, Newington, CT, 06111 2244, (860)667-8380 330435, Cary Gagnon, 548 Cedar Street, Newington, CT, 06111 1811, (860)667-9557 345440, Joseph Naples, III, 236 W. Hill Rd, Newington, CT, 06111 1127, (860)231-0404 308244, William Dymerski, 6 Queen St, Newtown, CT, 06470 2146, (203)270-9288 335805, Kelly Andrade, 255 Main St, Niantic, CT, 06357, (860)739-1910 303320, Alan Witkin, 1199 Foxon Rd Po Box 587, North Branford, CT, 06471 1288, (203)484-7740 340822, Gregory Daley, 106 Route 32, North Franklin, CT, 06254 1800, (860)859-2870 336129, Universal Donuts, Inc., 411-D Universal Dr, North Haven, CT, 06473, (203)239-1962 301400, North Haven Donuts, Inc., 136 Washington Ave, North Haven, CT, 06473 1709, (203)239-7065 337868, Jose Branco, 79 Washington Ave Stop & Shop, North Haven, CT, 06473 1704, (203)234-1757 330000, Jose Branco, 530 Washington Ave, North Haven, CT, 06473 1313, (203)234-7301 342004, Jose Branco, 319 Washington Ave, North Haven, CT, 06473 1305, (203)234-9069 343078, Evangelos Moutoudis, 384 State St, North Haven, CT, 06473 3114, (203)287-9844 304391, Daniel Delprete, 136 Norwich Westerly Rd, North Stonington, CT, 06359 1714, (860)599-5611 336526, Gregory Daley, 560 Providence/New London Tpk, North Stonington, CT, 06359 1729, (860)535-7237 340955, Antonio Pacheco, 474 Boston Post Rd Wal\*Mart, North Windham, CT, 06256 1052, (860)423-7892 310109, Jose Branco, 847 Forest Rd PO Box 614, Northford, CT, 06472 1417, (203)484-5251 345266. James Cain. 99 New Canaan Ave. Norwalk. CT. 06850. (203)840-1902 341462, James Cain, 680 CT Ave Wal\*Mart # 3547, Norwalk, CT, 06854 1616, (203)299-5447 301076, James Cain, 544 CT Ave, Norwalk, CT, 06854 1703, (203)853-7111 338047, James Cain, 3857 CT Ave Stop & Shop, Norwalk, CT, 06854 1805, (203)299-1715

338048. James Cain. 380 Main Ave Stop & Shop/Ste 2. Norwalk. CT. 06851 1545. (203)847-0633 301764, James Cain, 219 East Ave, Norwalk, CT, 06855 1901, (203)852-0068 336103, James Cain, 195 Main Street, Norwalk, CT, 06855, (203)847-2121 308876, 81 North Main Street Norwalk, LLC, 81 N Main St, Norwalk, CT, 06854 2219, (908)276-5859 330918, Pedro (Peter) Andrade, 737 N Main St, Norwich, CT, 06360 2800, (860)204-9505 308536, Pedro (Peter) Andrade, 60 Town St, Norwich, CT, 06360 2306, (203)889-1721 335785, Maria Andrade, 154 W Town St, Norwich, CT, 06360, (860)889-0810 341477, Kelly Andrade, 538 West Main St, Norwich, CT, 06360 5321, (860)859-0207 338305. Kelly Andrade, 42 Town St Stop & Shop, Norwich, CT, 06360 2316, (860)887-1611 344441, Kelly Andrade, 227 Main Street, Norwich, CT, 06360, (860)887-8376 341723, Kelly Andrade, 220 Salem Turnpike Wal\*Mart #2170, Norwich, CT, 06360 6455, (860)889-7745 344890, Kelly Andrade, 113 Salem Toke (Dandy Donuts), Norwich, CT, 06360 6484, (860)887-5270 302472, Maria Rocha, 170 Main St, Oakville, CT, 06779 1713, (860)945-9530 337966, Carlos Andrade, 665 Boston Post Rd Stop & Shop, Old Saybrook, CT, 06475 1524, (860) 399-0025 300558. Carlos Andrade, 744 Boston Post Rd, Old Savbrook, CT, 06475 2138, (860)388-9121 339827, Diane Cavallo, 1635 Old Post Rd., Old Saybrook, CT, 06475 1607, (860)399-0025 336079, Frank D'Andrea, Jr., 297 Boston Post Rd, Orange, CT, 06477, (203)795-0825 337863, Frank D'Andrea, Jr., 259 Bull Hill Ln Stop & Shop, Orange, CT, 06477 3212, (203)795-9731 302518, Simian, Inc., 71 Oxford Rd, Oxford, CT, 06478 1900, (203)881-0943 310243, Konstantinos Frangakis, 65 Lathrop Rd, Plainfield, CT, 06374 2000, (860)564-5185 340593, Moosup, LLC, 50 E. Main St, Plainfield, CT, 06374 2215, (860)564-8121 342095, Kimberly Crew-Fanning, 147 N. Washington St, Plainville, CT, 06062, (860)747-4820 336859, Kimberly Crew-Fanning, 149 New Britain Ave, Plainville, CT, 06062 2021, (860)410-1831 308833, Kimberly Crew-Fanning, 19 East St, Plainville, CT, 06062 2306, (860)793-2662 341968, Kimberly Crew-Fanning, 284 Farmington Ave, Plainville, CT, 06062, (860)747-4730 331246, Ted Crew, 746 Main St, Plantsville, CT, 06479 1536, (860)628-8203 307036, Bonnie Realejo, 152 Main St, Portland, CT, 06480 1826, (860)342-1490 331174, Bonnie Realejo, 860 Portland Cobalt Rd/ Unit 1 Corner Shops, Portland, CT, 06480, (860)342-5120 343782, Joseph Realejo, 1633 Portland Cobalt Rd, Portland, CT, 06480, (860)342-5288 332152, Daniel Delprete, 492 Ct Rte 2, Preston, CT, 06365, (860)887-7325 342410, James Lynch, 37 Route 2, Preston, CT, 06365 8419, (860)885-1501 334783, Manuel Rocha, 19 Waterbury Road, Prospect, CT, 06712, (203)758-0810 343272, Dimitrios Moutoudis, 319 Kennedy Dr, Putnam, CT, 06260, (860)963-2043 338414, John Moniz, 325 Woodstock Ave -A Cpl, Putnam, CT, 06260 1016, (860)963-7722 341184, John Moniz, 60 Providence Tpk Stop & Shop, Putnam, CT, 06260, (860)963-2640 302869, Konstantinos Frangakis, 21 Providence Pike # Rt, Putnam, CT, 06260 2413, (860)928-4112 341476, James Cain, 125 Danbury Rd Stop & Shop Copps Hill Plaza, Ridgefield, CT, 06877, (203)438-2458 310190, James Cain, 15 Ethan Allen Hwy, Ridgefield, CT, 06877 6203, (203)544-9586 338068, James Cain, 52 Danbury Rd Unit 105-7, Ridgefield, CT, 06877 4019, (203)438-9708 341580, Manuel Pine, 80 Townline Rd Stop & Shop, Rocky Hill, CT, 06067, 301654, Manuel Pine, 397 Cromwell Ave, Rocky Hill, CT, 06067 1827, (860)529-7711 308171, Manuel Pine, 2234 Silas Deane Hwy, Rocky Hill, CT, 06067 2315, (203)563-5119 341357. Edward Pine. 767 Cromwell Ave. Rocky Hill. CT. 06067. (860)436-2405 341878, Edward Pine, 1949 Silas Deane Highway, Rocky Hill, CT, 06067 1309, (860)513-1336 339578, Anna Tessitore, 354 Roosevelt Dr, Seymour, CT, 06483 2122, (203)732-7752 330347, Domenic Simone, 814 Derby Ave Tri-Town Plaza, Seymour, CT, 06483 0026, (203)735-9240 337953, Manuel Rocha, 15 Franklin St Stop & Shop, Seymour, CT, 06483 2809, (203)881-2641 303317, Umesh Chaudhari, 33 New Haven Rd Seybridge Plaza, Seymour, CT, 06483 3407, (203)888-0200 337479, William Dymerski, 427 Howe Ave, Shelton, CT, 06484 3111, (203)924-6510 331805, Randy Rianhard, 198 Leavenworth Rd, Shelton, CT, 06484 2113, (203)929-8477 338053, Nicholas Skroubelos, 898 Bridgeport Ave Stop & Shop, Shelton, CT, 06484 4625, (203)929-7516 308853, Carlos Andrade, 733 Bridgeport Ave, Shelton, CT, 06484 4704, (203)925-9280 307458, Carlos Andrade, 484 Bridgeport Ave, Shelton, CT, 06484, 335403. Carlos Andrade. 18 Old Stratford Rd. Shelton. CT. 06484 4730. (203)925-8681 345666, John Griffey, 1195 Hopmeadow Street, Simsbury, CT, 06070, (860)408-0001 308707, John Griffey, 828 Hopmeadow St, Simsbury, CT, 06070 1825, (860)651-1844 337776, Peter Zepka, 530 Bushy Hill Rd Stop & Shop, Simsbury, CT, 06070 2995, (203)651-4784

338880. Carlos Caetano. 12 South Rd. Somers. CT. 06071 2150. (860)698-6681 344729, Manuel Jose, 875 Windham Rd, South Windham, CT, 06266, (860)450-9782 308834, Mario Medeiros, 855 Sullivan Ave, South Windsor, CT, 06074 2050, (860)644-7989 330464, Antonio Pacheco, 263 Pleasant Valley Rd, South Windsor, CT, 06074 3315, (860)289-4385 338719, Antonio Pacheco, 1739 Ellington Rd Stop & Shop, South Windsor, CT, 06074 2707, (508)999-3826 342035, Anthony Ventura, Carlos Caetano, 12 Commerce Way CPL, South Windsor, CT, 06074, (860)280-5233 344906, Joseph Naples, III, 1450 Southford Rd, Southbury, CT, 06488 2479, (203)262-8559 307717, Joseph Naples, III, 77 Main St N # 108 Playhouse Corner, Southbury, CT, 06488 1856, (203)262-1511 338879, Joseph Naples, III, 999 Main St N, Southbury, CT, 06488 1252, (203)262-6654 301873, Ted Crew, 956 West St, Southington, CT, 06489 1022, (203)628-0332 338179, Ted Crew, 790 West St, Southington, CT, 06489 2351, (860)628-0332 337784. Ted Crew. 505 N. Main St Stop & Shop. Southington, CT. 06489 2051, (203)620-9161 334689, Ted Crew, 266 Meriden/Waterbuy, Southington, CT, 06489 3629, (860)620-9289 300339, Robert Jacks, 415 N. Main St, Southington, CT, 06489 2519, (203)621-8625 300669, Joseph Naples, III, 856 Queen Street, Southington, CT, 06489 1235, (203)628-7147 335460, Carlos Caetano, 22 W Stafford Rd, Stafford Springs, CT, 06076 1024, (860)684-7557 308099, Parkway Convenience Shoppe, LLC, 1051 Long Ridge Rd, Stamford, CT, 06903 4436, (203)595-0118 343187, Nicholas Rassias, 979 Main St, Stamford, CT, 06902, (203)348-3101 336522, Nicholas Rassias, 450 Main Street, Stamford, CT, 06901 3026, (203)323-3335 310048, Louis Katsos, 883 High Ridge Rd, Stamford, CT, 06905 1914, (203)322-6939 300849, Louis Katsos, 411 W Main St. Stamford, CT. 06902 4711, (203)973-0394 342255, Louis Katsos, 310 Elm St, Stamford, CT, 06902 3814, (203)969-7844 303307, Louis Katsos, 135 Prospect St, Stamford, CT, 06901 1201, (203)325-4204 308693, Louis Katsos, 1044 Hope St, Stamford, CT, 06907 2106, (203)324-0299 338403, Dennis Tournas, 17 Davenport St/Cpl, Stamford, CT, 06902, (203)253-0193 336890, Carlos Andrade, 30 Station Place, Stamford, CT, 06901 6886, (203)967-4505 331153, Antonio Pacheco, 134 N Eagleville Rd, Storrs Mansfield, CT, 06268 1707, (860)429-5998 337711, Antonio Pacheco, 1659 Storrs Rd, Storrs Mansfield, CT, 06268 1311, (860)429-1302 307701, William Dymerski, 7365 Main St, Stratford, CT, 06497 1300, (203)375-1313 300348, Nicholas Skroubelos, 880 Barnum Avenue Cutoff, Stratford, CT, 06497 5028, (203)378-4024 344882, Nicholas Skroubelos, 245 Honeyspot Rd, Stratford, CT, 06615 6817, (203)378-0737 338057, Nicholas Skroubelos, 200 East Main St, Stratford, CT, 06614 5114, (203)375-8787 335690, Nicholas Skroubelos, 1273-1275 W. Broad St., Stratford, CT, 06615 5746, (203)377-6062 307431, Carlos Andrade, 60 Access Rd, Stratford, CT, 06615 7455, (203)378-5202 331992, Carlos Andrade, 1150 Honeyspot Rd, Stratford, CT, 06615 7123, (203)502-2686 335006, Ted Crew, 144 Mountain Rd, Suffield, CT, 06078, (860)668-1216 340969, Ted Crew, 801 Thompsonville Rd, Suffield, CT, 06078 1400, (860)668-2835 342517, Antonio Pacheco, 520 Talcottville Rd, Talcottville, CT, 06066 2310, (860)872-0797 308136, George Varnavelias, 319 Main St, Terryville, CT, 06786 5920, (860)589-1570 300900, Maria Rocha, 495 S Main St, Thomaston, CT, 06787 1816, (860)283-6969 332127, Maria Rocha, 369 East Main St, Thomaston, CT, 06787, (860)283-6763 341568, Dimitrios Moutoudis, 440 Riverside Rd, Thompson, CT, 06277, (860)923-1056 336679. Antonio Pacheco. 65 Merrow Rd. Tolland. CT. 06084 3022. (860)872-2034 337775, Peter Zepka, 211 High St Stop & Shop, Torrington, CT, 06790, (203)482-4460 340561, Peter Zepka, 2 Norfolk Rd, Torrington, CT, 06790 2716, (860)496-8544 300341, John Griffey, 595 Winsted Rd, Torrington, CT, 06790 2932, (860)489-1227 330090, John Griffey, 322 E Main St, Torrington, CT, 06790 5443, (860)496-7621 343877, John Griffey, 195 S. Main St, Torrington, CT, 06790 6431, (860)482-9327 344418, John Griffey, 1758 E. Main St, Torrington, CT, 06790, (860)482-6836 331172, John Griffey, 1276 E Main St Torrington Plaza, Torrington, CT, 06790 3514, (860)496-9358 306094, Bangalore Mahesh, 5065 Main St, Trumbull, CT, 06611 4202, (203)374-9009 307619, Bangalore Mahesh, 921 White Plains Rd, Trumbull, CT, 06611 4546, (203)261-7112 300921, Nicholas Skroubelos, 100 Hawley Ln, Trumbull, CT, 06611 5347, (203)378-7342 338056. Nicholas Skroubelos, 100 Quality Street Stop & Shop, Trumbull, CT, 06611 3100, (203)445-1006 345428, John Couto, 1 Mohegan Sun Blvd Beverage Only 1, Uncasville, CT, 06382 1355, 345454, John Couto, 1 Mohegan Sun Blvd Mohegan Sun Casino, Uncasville, CT, 06382 1355, 344889, John Couto, 568 Norwich Tpke (Dandy Donuts), Uncasville, CT, 06370, (860)848-3144

336657. Joseph Naples, III. 12 Mill St. Unionville. CT. 06085 1020. (860)404-0458 337778, Antonio Pacheco, 10 Pitkin Rd Stop & Shop, Vernon, CT, 06066 4709, (860)871-0897 334690, Antonio Pacheco, 42 Windsor Ave, Vernon Rockville, CT, 06066 2438, (860)870-9986 332881, Antonio Pacheco, 448 Hartford Tpke, Vernon Rockville, CT, 06066 4819, (860)875-3563 300973, Antonio Pacheco, 83 Talcottville Rd, Vernon Rockville, CT, 06066 4703, (860)875-9967 344894, Dimitrios Moutoudis, 251 Main St (Dandy Donuts), Voluntown, CT, 06384 1850, (860)779-2757 337955, Manuel Rocha, 930 N Colony Rd Stop & Shop, Wallingford, CT, 06492 2471, (203)265-6972 333013, Manuel Rocha, 694 N Colony Rd, Wallingford, CT, 06492, (203)265-2595 310436. Manuel Rocha, 682 S Colony Rd, Wallingford, CT, 06492 5130, (203)269-7728 332907, Manuel Rocha, 1101 N. Colony Rd, Wallingford, CT, 06492, (203)265-1512 338421, William Ghio, 240 Chase Ave Stop & Shop, Waterbury, CT, 06701 0001, (203)756-4678 344319. Sylvestre Rocha, 105 Meriden Rd, Waterbury, CT, 06705 1933, (203)757-8089 330269, Maria Rocha, 131 Meriden Rd, Waterbury, CT, 06705 1933, (203)597-0503 307839, Maria Rocha, 1051 Wolcott St, Waterbury, CT, 06705 1318, (203)757-0642 337965, Manuel Rocha, 410 Reidville Rd Stop & Shop, Waterbury, CT, 06701 0001, (203)755-8605 300838, Antonio Batista, 79 Homer St, Waterbury, CT, 06704 1727, (203)759-0378 340600, Antonio Batista, 786 Hamilton Ave, Waterbury, CT, 06706 1901, (203)465-1080 307248, Antonio Batista, 63 Bank St, Waterbury, CT, 06702 2206, (203)574-5221 339773, Antonio Batista, 575 Bank St Home Depot, Waterbury, CT, 06708, 336803, Antonio Batista, 545 Watertown Avenue, Waterbury, CT, 06708 2200, (203)757-9403 335862, Antonio Batista, 535 Watertown Ave, Waterbury, CT, 06710, (203)574-5192 303313, Antonio Batista, 496 Frost Rd, Waterbury, CT, 06705 2304, (203)574-2606 338124, Antonio Batista, 398 Chase Ave, Waterbury, CT, 06704 1902, (203)596-9526 330529, Antonio Batista, 30 Reidville Dr, Waterbury, CT, 06705 2631, (203)575-1442 310231, Antonio Batista, 2714 S Main St, Waterbury, CT, 06706 2647, (203)759-5703 301928, Antonio Batista, 2586 E Main St, Waterbury, CT, 06705 2801, (203)597-8953 300344, Antonio Batista, 201 Thomaston Ave, Waterbury, CT, 06702 1023, (203)574-0784 301610, Pedro (Peter) Andrade, 102 Boston Post Rd, Waterford, CT, 06385 2421, (860)443-8084 300658, Maria Andrade, 970 Hartford Tpke, Waterford, CT, 06385 4002, (860)443-6660 330837, Maria Andrade, 316 Boston Post Rd, Waterford, CT, 06385 1955, (860)447-3360 338301, Kelly Andrade, 117 Boston Post Rd Stop & Shop, Waterford, CT, 06385 2400, (203)444-6772 341800, Antonio Batista, 750 Straits Tpk St. Highway 63, Watertown, CT, 06708, (860)274-0805 300875, Maria Rocha, 1174 Main St, Watertown, CT, 06795 3128, (860)274-3441 331561, Ted Crew, 56 Park Rd, West Hartford, CT, 06119 1821, (860)232-1796 304709, Ted Crew, 5 Sedqwick Rd, West Hartford, CT, 06107 1035, (860)561-4641 335535, Ted Crew, 41 South Main St, West Hartford, CT, 06119, (860)313-1360 304717, Ted Crew, 2536 Albany Ave, West Hartford, CT, 06117 2301, (860)232-8849 306074, Ted Crew, 1234 Farmington Ave, West Hartford, CT, 06107, (860)521-9518 345075, Scott Fanning, 338 Park Rd, West Hartford, CT, 06119, (860)233-8435 306078, Joseph Naples, III, 970 New Britain Ave, West Hartford, CT, 06110 2233, (860)953-7100 300477, Antonio Lemos, 450 New Park Ave, West Hartford, CT, 06110 1142, (860)233-9330 303851, Alan Witkin, 293 Elm St, West Haven, CT, 06516 4647, (203)933-4453 300345. Dalia Pacheco. 12 Orange Ave. West Haven. CT. 06516 2023. (203)934-3333 340506, Dalia Pacheco, 967 First Ave, West Haven, CT, 06516 2721, (203)931-0677 336798, Frank D'Andrea, Jr., 470 Derby Ave, West Haven, CT, 06516 1007, (203)389-7733 307979, Frank D'Andrea, Jr., 985 Orange Ave, West Haven, CT, 06516 1727, (203)932-6000 302672, Jose Branco, 502 Saw Mill Rd, West Haven, CT, 06516 4046, (203)933-3441 340560, Jose Branco, 528 Main St., West Haven, CT, 06516 4819, (203)931-8683 304611, Peter Zepka, 25 Albany Tpke, West Simsbury, CT, 06092, (860)651-0703 331979, Carlos Andrade, 977 Boston Post Rd, Westbrook, CT, 06498, (860)399-7008 330801, Carlos Andrade, 198 Essex Rd, Westbrook, CT, 06498 3512, (860)399-7008 308055, Dennis Tournas, 1533 Post Rd E, Westport, CT, 06880 5602, (203)256-0513 338051, Dennis Tournas, 1790 Post Rd E Stop & Shop, Westport, CT, 06880 5607, (203)254-8484 344193. James Cain. 606 Post Rd. Westport. CT. 06880. (203)227-8190 337777, Cary Gagnon, 1300 Berlin Tpke Stop & Shop, Wethersfield, CT, 06109 1093, (860)956-0477 337597, Cary Gagnon, 1750 Berlin Tpk, Wethersfield, CT, 06109 1300, (860)529-6252 342020, Edward Pine, 416 Silas Dean Hwy, Wethersfield, CT, 06109, (860)529-9485

- 310309, Manuel Pine, 1030 Silas Deane Hwy, Wethersfield, CT, 06109 4231, (860)257-8042
- 300512, Manuel Pine, 225 Silas Deane Hwy, Wethersfield, CT, 06109 1240, (860)563-5926
- 300668, Manuel Jose, 1015 Main St, Willimantic, CT, 06226 2111, (860)423-2328
- 339403, Manuel Jose, 1391 Main St Stop & Shop, Willimantic, CT, 06226 1949, (203)456-8768
- 340286, Manuel Jose, 1575 Main St, Willimantic, CT, 06226 1129, (860)450-9791
- 344903, Manuel Jose, 407 Jackson St (Dandy Donuts), Willimantic, CT, 06226 1738, 860-234-1730
- 330268, Mary Sardinha, 327 Ruby Rd, Willington, CT, 06279 2415, (860)684-0505
- 308421, James Cain, 35 Danbury Rd, Wilton, CT, 06897 4428, (203)761-8663
- 338738, Antonio Pacheco, 307 Boston Post Rd, Windham, CT, 06256 1009, (860)423-9064
- 337783, Antonio Pacheco, 1095 Kennedy Rd Stop & Shop, Windsor, CT, 06095 1339, (860)688-0860
- 336195, Antonio Pacheco, 503 Windsor Ave, Windsor, CT, 06095 4015, (860)524-0094
- 339577, Antonio Pacheco, 700 Poguonock Ave, Windsor, CT, 06095 2219, (860)683-1612
- 343903, John Coughlin, 1001 Day Hill Rd, Windsor, CT, 06095, (860)683-8547
- 304203, Antonio Pacheco, 596 Elm St, Windsor Locks, CT, 06096 1603, (860)623-2166
- 339574, Antonio Pacheco, 77 Ella Grasso Trnpke, Windsor Locks, CT, 06096 1016, (860)627-5980
- 330092, Manuel Realejo, 94 Main St, Windsor Locks, CT, 06096 1913, (860)623-8229
- 344248, Ron Severance, 10 Schoephoester Rd-Post Secur Bradley Int'l Airport, Windsor Locks, CT, 06096, (860)292-1478
- 336672, Peter Zepka, 3 Main St, Winsted, CT, 06098, (860)738-4000
- 337477, Antonio Batista, 1677 Meriden Rd, Wolcott, CT, 06716 3322, (203)879-1522
- 310315, Janet Ghio, 747 Wolcott Rd, Wolcott, CT, 06716 1937, (203)879-5111
- 332986, Yalesville Donuts, Inc, 217 Main St Rte 150, Yalesville, CT, 06492, (203)679-0583
- 331926, Francis Minigell, 800 Minot Ave, Auburn, ME, 04210 3923, (207)784-8611
- 338461, Francis Minigell, 7 Riverside Dr, Auburn, ME, 04210 6845, (207)783-8111
- 340303, Francis Minigell, 600 Center St Shaw'S, Auburn, ME, 04210 6311, (207)783-0408
- 304120, Francis Minigell, 360 Center St, Auburn, ME, 04210 6115, (207)783-0408
- 342777, Francis Minigell, 100 Mt. Auburn St. Wal\*Mart, Auburn, ME, 04210 8565, (207)786-2670
- 340201, Daniel Silvestre, 791 Kittyhawk Auburn Crossing S/C (2019 Washington St), Auburn, ME, 04210, (207) 777-5177
- 338372, Augusta Donuts, LLC, 8 Gaywalk St, Augusta, ME, 04330 8000, (207)621-1325
- 341325, CFI Management, LLC, 67 Sewall St, Augusta, ME, 04330 6332, (207)621-1101
- 342073, David Cafua, 201 Civic Center Wal\*Mart #2046, Augusta, ME, 04330, (207)629-9088
- 340220, Mark Cafua, 150 Western Ave Shaw'S, Augusta, ME, 04330, (207)623-5098
- 344707, Mark Cafua, 205 Western Ave, Augusta, ME, 04330, (207)622-3667
- 335470, Mark Cafua, 41 Bangor St, Augusta, ME, 04330, (207)623-5038
- 300268, Antonio DaCosta, 327 Main St, Bangor, ME, 04401 6211, (207)947-8404
- 340211, Antonio DaCosta, 353 Main St. Shaw'S Supermarket, Bangor, ME, 04401 6211, (202)947-8404
- 308507, Antonio DaCosta, 394 Odlin Rd, Bangor, ME, 04401 6706, (207)942-8150
- 335946, Bangor CPL, LLC, 90 Hildreth St, Bangor, ME, 04401 5734, (207)990-0957
- 330724, Elizabeth Lima, 1066 Broadway, Bangor, ME, 04401 2919, (207)941-0084
- 302107, Elizabeth Lima, 995 Union St, Bangor, ME, 04401 3011, (207)947-0277
- 341304, Joseph Darosa, 150 Leeman Hwy, Bath, ME, 04530,
- 300807, W. Lea Macdonald, 23 Starrett Dr, Belfast, ME, 04915 6563, (207)338-3005
- 343173, Francis Minigell, 59 Mayville Rte 2, Bethel, ME, 04217 4409, (207)824-2199
- 336557, Aristidis Sparangis, 3 Spruce Street, Biddeford, ME, 04005, (207)282-5525
- 341186, Aristidis Sparangis, 510 Alfred St Shaw'S, Biddeford, ME, 04005 9432, (207)283-3334
- 342778, Aristidis Sparangis, 525 Alfred St. Wal\*Mart, Biddeford, ME, 04005 6700, (207)283-3737
- 331830, Dionisios Bouzianis, 476 Alfred St, Biddeford, ME, 04005 9479, (207)282-2002
- 340417, Bruce MacDonald, 17 Shilling St, Brewer, ME, 04412 1007, (207)989-5111
- 304683, Bruce MacDonald, 271 State St, Brewer, ME, 04412 1535, (207)989-7521
- 340360, Brian Fram, 181 Portland Road, Bridgton, ME, 04009 4210, (207)647-5536
- 342455, David Darosa, 15 Tibbetts Dr. Wal\*Mart #1939, Brunswick, ME, 04011, (207)725-5700
- 307746, Joseph Darosa, 163 Pleasant St, Brunswick, ME, 04011 2215, (207)725-5602
- 301360, Joseph Darosa, 168 ME St, Brunswick, ME, 04011 2007, (207)725-6542
- 302904, Joseph Darosa, 172 Bath Rd Cooks Corner, Brunswick, ME, 04011 2610, (207)729-1770
- 307219, Luciano Lima Sr, 74 US Route 1, Bucksport, ME, 04416 4120, (207)469-3433
- 302685, Washington County Association For Retarded Citizens, 131 North St, Calais, ME, 04619, (207)454-3301

342222, Edward Bailey, 247 Main St, Canaan, ME, 04924, (207)858-0347 336416, DEAD RIVER COMPANY, 89 High Street, Caribou, ME, 04736 2710, (207)492-9041 341485, Luciano Lima Sr, 689 Main St, Corinth, ME, 04427 3632, (207)285-3563 341775, Aristidis Sparangis, 204 Maple St Unit 1, Route 25, Cornish, ME, 04020 3139, (207)625-7775 341487, Damariscotta Donuts, LLC, 434-1 Main St Rt 1 Bypass & Biscay, Damariscotta, ME, (207)563-6355 344339, Bruce MacDonald, 1439 Main Rd Rt 9 and Rt 46, Eddington, ME, 04428, (207)843-0476 339743, Antonio Salema, 41 Harold L Dow Hwy Rt 236, Eliot, ME, 03903, (207)439-9830 308564, Edward Wolak, 219 Us Route 1, Falmouth, ME, 04105 1325, (207)781-2634 335827, Edward Wolak, 65 Grav Rd, Falmouth, ME, 04105 2027, (207)797-3303 340359, Dionisios Bouzianis, 193 Main St., Farmington, ME, 04938 5842, (207)779-1009 342041, Dionisios Bouzianis, 615 Wilton Rd Wal\*Mart #1866, Farmington, ME, 04938 6128, (207)778-3001 337687, Dionisios Bouzianis, 636 Wilton Rd Mt Blue Shopping Ctr. Farmington, ME, 04938 6138, (207)779-1771 336413, Joseph Darosa, 200 Lower Main Street Freeport Crossing, Freeport, ME, 04032 1000, (207)865-2157 337604, Gisele, LLC, 35 Bridge St, Gardiner, ME, 04345 1857, (207)582-9479 335034, Kimberly Wolak, 593 Lower Main St Route 25 & 237, Gorham, ME, 04038, (207)839-7044 330726, Constantine Scrivanos, 3 Shaker Rd, Gray, ME, 04039 9402, (207)657-4804 345011, Luciano Lima Jr, 2402 State Route 2, Hermon, ME, 04401, (207)848-5678 308789, Mary Macdonald, 1024 Main Road, Holden, ME, 04429 6211, (207)843-6931 336418, DEAD RIVER COMPANY, 246 North Street, Houlton, ME, 04730 3530, (207)532-0785 330271, Patricia Furness, 45 Portland Rd Suite 45, Kennebunk, ME, 04043, (207)985-7439 301212, Guilhermina Pacheco, 1124 Lisbon St. Lewiston, ME, 04240 5026, (207)786-2871 341849, Guilhermina Pacheco, 27 East Ave Shaw'S, Lewiston, ME, 04240 6645, (207)786-2871 342840, Kevin Pacheco, 1930 Lisbon St Rte 196, Lewiston, ME, 04240 1412, (207)786-2800 336882, Mid-ME Cpl, LLC, 20 Forrestal St Mid-ME Cpl, Llc, Lewiston, ME, 04240 3506, (207)623-5098 302637, Normand Boulay, 100 Campus Ave, Lewiston, ME, 04240 6019, (207)777-8600 300711, Normand Boulay, 319 Main St, Lewiston, ME, 04240 7025, (207)782-6233 337739, Normand Boulay, 590 Main St, Lewiston, ME, 04240 5933, (207)783-6941 341258, Guilhermina Pacheco, 583 Lisbon St, Lisbon Falls, ME, 04252 1250, (207)353-2155 343460, Dionisios Bouzianis, 86 Main St, Livermore Falls, ME, 04254, (207)897-1104 338112, David Cafua, 1480 Alfred Rd, Lyman, ME, 04002 7506, (207)499-2622 337988, David Cafua, 926 Western Ave, Manchester, ME, 04351 3401, (207)621-0093 341998, Allan Dorr, 719 Central St, Millinocket, ME, 04462, (207) 723-8561 340028, Constantine Scrivanos, 293 Roosevelt Tr, Rt 302 & 11, Naples, ME, 04055 5441, (978)521-4552 342157, Dionisios Bouzianis, 23 Wells St, North Berwick, ME, 03906 6749, (207)676-8488 337946, Fernando Cafua, 13 Old Orchard St, Old Orchard Beach, ME, 04064 2223, (207)934-5300 306941, Antonio DaCosta, 552 Stillwater Ave, Old Town, ME, 04468 2156, (207)827-3750 345504, Antonio DaCosta, 4 Stillwater Ave, Orono, ME, 04473 3453, (207)827-0400 343802, Bruce MacDonald, 171 River Rd Rt 15 & Snows Corner Road, Orrington, ME, 04474, (207)989-5113 341889, Francis Minigell, 1240 Main St Wal\*Mart, Oxford, ME, 04270 3313, (207)743-8083 342044, Francis Minigell, 467 Main St. Rte 26, Oxford, ME, 04270 3144, (207)743-6044 342042, Colleen Bailey, 1573 Main St Wal\*Mart #2047, Palmyra, ME, 04965 3236, (207)368-4401 306526, Gregory Nolan, 532 Oxbow Rd Rte 100, Palmyra, ME, 04965, (207)368-2162 341774. Kevin Pacheco. 1399 ME St Route 26. Poland. ME. 04274 7303. (207)998-3171 339010, Kimberly Wolak, 599 Warren Ave, Portland, ME, 04103, (207)772-6474 339699, Kimco Realty, LLC, 363 Fore St., Portland, ME, 04101 5010, (207)774-0044 342212, Kimco Realty, LLC, 1 City Center, Portland, ME, 04101, (207)774-7004 300710, Fernando Cafua, 544 Deering Ave, Portland, ME, 04103 4446, (207)772-1536 304697, Edward Wolak, 1378 Washington Ave, Portland, ME, 04103 3609, (207)797-8339 338175, David Darosa, 554 Congress St, Portland, ME, 04101 3311, (207)772-7561 300407, David Darosa, 327 Saint John St, Portland, ME, 04102 3017, (207)772-7561 336237, David Darosa, 1199 Congress St, Portland, ME, 04102 2126, (207)773-9017 336417, Dead River Company, 283 Main St, Presque Isle, ME, 04769 2801, (207)769-8841 342706, Dead River Company, 781 Main Street Wal\*Mart, Presque Isle, ME, 04769 2201, (207)764-0205 345841. Constantine Scrivanos. 1237 Roosevelt Trail Rt 302. Raymond. ME. 04071. (207)655-2389 342039, David Walck, 265 Camden St Wal\*Mart #1797, Rockland, ME, 04841 2533, (207)596-1050 301591, David Walck, 632 Main St, Rockland, ME, 04841 3338, (207)594-7756 336754, David Walck, 849 Commercial St., Rockport, ME, 04856, (207)593-9181

308129. Mark Cafua. 158 Congress Street. Rumford. ME. 04276 2034. (207)364-2128 338626, Kevin Pacheco, 148 Sabattus Rd Ste 156, Sabattus, ME, 04280 4021, (207)375-6092 341997, David Cafua, 4 Scammon St Shaw'S Supermarket, Saco, ME, 04072, (207)284-9666 339119, David Cafua, 729 Portland Rd, Saco, ME, 04072 9663, (207)283-9110 307243, Fernando Cafua, 505 Main St, Saco, ME, 04072 1564, (207)282-8840 341857, David Cafua, 1364 Main St Shaws, Sanford, ME, 04073 3660, (207)324-0820 336681, Fernando Cafua, 1503 Main St, Sanford, ME, 04073, (207)324-8159 301286, Fernando Cafua, 925 Main Street, Sanford, ME, 04073 3542, (207)324-8663 342383. Mark Cafua. 577 Main St. Sanford. ME. 04073. (207)459-7600 335035, Mark Cafua, 196 Us Rte 1, Scarborough, ME, 04074, (207)883-6262 339700, Edward Wolak, 91 County Rd, Scarborough, ME, 04074, (207)839-9444 339257, David Cafua, 441 Payne Rd, Scarborough, ME, 04074 8930, (207)396-5160 332971, Colleen Bailey, 175 Water Street, Skowhegan, ME, 04976, (207)474-7167 306781, Colleen Bailey, 386 Madison Ave, Skowhegan, ME, 04976 4229, (207)474-7167 343193, Colleen Bailey, 60 Fairgrounds Market Place Wal\*Mart #2143, Skowhegan, ME, 04976, (207)474-3059 307885, Antonio Salema, 175 Main St, South Berwick, ME, 03908 1504, (207)384-4188 306142, Mark Cafua, 169 Main St, South Paris, ME, 04281 1621, (207)743-2020 341180, David Cafua, 180 Waterman Dr Shaw'S, South Portland, ME, 04106, (207)799-8213 300944, David Cafua, 446 Western Ave, South Portland, ME, 04106 1704, (207)253-8059 304691, Fernando Cafua, 617 Broadway, South Portland, ME, 04106 4502, (207)799-0400 332371, Mark Cafua, 325 Gorham Rd, South Portland, ME, 04106, (207)874-9600 300665, Mark Cafua, 633 Main St, South Portland, ME, 04106 5415, (207)775-3637 331161, Constantine Scrivanos, 30 Ossipee Trl E, Standish, ME, 04084 6400, (207)642-7760 331318, Joseph Darosa, 4c Hamilton Court Route 196, Topsham, ME, 04086, (207)373-0837 340440, Francis Minigell, 184 Auburn Rd, Turner, ME, 04282, (207)225-3898 336892, David Walck, 1400 U.S. Route 1, Waldoboro, ME, 04572, (207)832-4100 338555, Aristidis Sparangis, 40 Sokokis Trail Suite 1, Waterboro, ME, 04030, (207)247-2000 341856, Antonio DaCosta, 251 Kennedy Memorial Dr Shaws, Waterville, ME, 04901 4534, 339814, Antonio DaCosta, 419 Kennedy Memorial Dr #423, Waterville, ME, 04901 4518, (207)859-9818 303433, Antonio DaCosta, 42 College Ave, Waterville, ME, 04901 6105, (207)872-0784 341926, Antonio DaCosta, 80 Waterville Commons Dr Wal\*Mart, Waterville, ME, 04901 4900, (207)873-1002 308622, Patricia Furness, 1358 Post Road, Wells, ME, 04090 9309, (207)646-7633 302897, Edward Wolak, 24 Bridgton Rd, Westbrook, ME, 04092 3601, (207)878-8546 302898, Edward Wolak, 29 Main Street, Westbrook, ME, 04092 4735, (207)854-2525 301213, Edward Wolak, 742 Main St, Westbrook, ME, 04092 3417, (207)856-6557 340189, Kimberly Wolak, 73 County Rd, Westbrook, ME, 04092 3807, (207)775-1464 341486, Mark Cafua, 380 Us Route 2 East, Wilton, ME, 04294 3638, (207)645-5038 342779, Natdun, LLC, 30 Landing Rd Wal\*Mart, Windham, ME, 04062 5560, (207)892-3525 306799, Windham Donut, Inc., 736 Roosevelt Trail Rt 302, Windham, ME, 04062 5272, (207)892-1704 335833, Antonio DaCosta, 9 Bay St, Winslow, ME, 04901 7045, (207)872-0423 342359, Joseph Darosa, 632 Bath Rd (Rt 1), Wiscasset, ME, 04578, 207-882-1122 342614, Kimberly Wolak, 936 Us Route 1, Yarmouth, ME, 04096 6925, (207)846-5782 308331. Edward Wolak. 242 Main St. Yarmouth. ME. 04096 2628. (207)846-0781 307420, Antonio Pacheco, 937 Bedford St, Abington, MA, 02351 1202, (781)982-1899 335019, Cadete Distribution, Inc, 281 Washington St, Abington, MA, 02351, (781)982-6017 339478, John Cadete, 336 Centre Ave, Abington, MA, 02351 2211, (781)871-7301 337797, John Cadete, 375 Centre Ave Stop & Shop, Abington, MA, 02351 2209, (781)871-0020 303464, Joseph Sobral, 259 Brockton Ave, Abington, MA, 02351 2180, (781)878-6902 302577, Danny Costa, 44 Great Rd Mobil Gas Station, Acton, MA, 01720 5604, (978)371-9227 300621, Danny Costa, 299 Main St, Acton, MA, 01720 3718, (978)266-9512 342899, Danny Costa, 212 Main St, Acton, MA, 01720 3640, (978)266-8942 337616, Danny Costa, 182 Great Rd, Acton, MA, 01720 5758, (978)263-6960 306054, Danny Costa, 100 Powdermill Rd Powdermill Plaza Route 62, Acton, MA, 01720 5932, (978)461-9389 336637. Carlos Rodrigues Jr. 150 S Main St. Acushnet. MA. 02743 2739. (508)985-3076 304749, Jose Leal, 177 Columbia St, Adams, MA, 01220 1303, (413)743-4973 300311, John Salema, 12 Springfield St, Agawam, MA, 01001 1522, (413)786-4828 332984, John Salema, 152 Silver Street, Agawam, MA, 01001 2430, (413)821-9791

341871, Luis Reis, 509 Cambridge St, Allston, MA, 02134 2428, (617)254-0798 304560, Helder Garcia, 179 Brighton Ave, Allston, MA, 02134 2003, (617)787-3462 302195, Fernando Cafua, 210 Harvard Ave, Allston, MA, 02134 4619, (617)232-3402 338258, Berta Reis, 60 Everett St Stop & Shop, Allston, MA, 02134 1918, 306406, Afshin Omid, 209 N Harvard St, Allston, MA, 02134 1035, (617)254-5475 306337, Constantine Scrivanos, 80 Macy St, Amesbury, MA, 01913 4103, (978)388-3076 343313, John Salema, 175 University Dr, Amherst, MA, 01002, (413)256-0719 336815, John Salema, 312 College St, Amherst, MA, 01002 2331, (413)256-3425 330309. Donna Pino. 139 River Rd. Andover. MA. 01810 1005. (978)794-9910 308846, Donna Pino, 309 Lowell St, Andover, MA, 01810 4501, (978)470-2544 304968, Donna Pino, 349 N Main St, Andover, MA, 01810 2610, (978)475-4943 340172, Donna Pino, 93 Main St, Andover, MA, 01810 3840, (978)475-4154 342071, Dean Alepede, 369 Mass Ave, Arlington, MA, 02474 6720, (781)648-1681 304242, James Allen, 1234 MA Ave, Arlington, MA, 02476 4214, (781)648-9681 302994. James Allen. 21 Summer St. Arlington. MA. 02474 3025. (781)648-9527 302643, Steven Goddess, 101 Broadway, Arlington, MA, 02474 5403, (781)643-7742 340260, John Nadreau, 6 Gardner Rd, Ashburnham, MA, 01430 1622, (978)827-1115 330898, Virginio Sardinha, 51 Pond St, Ashland, MA, 01721 2054, (508)370-9035 330278, Virginio Sardinha, 123 Union St Shell Station, Ashland, MA, 01721 1715, (508)881-9943 338810, Arthur Placido, 41 W. Union St, Ashland, MA, 01721 1408, (508)881-9940 331330. Jose Sardinha, 60 S Main St. Assonet, MA, 02702 1710, (508)644-1297 340403, Jose Sardinha, 68 South Main St., Assonet, MA, 02702 1710, (508)644-2834 340492, John Nadreau, 1587 S. Main St, Athol, MA, 01331 2658, (978)249-5566 337050, John Nadreau, 2143 Main St (Rt 2a), Athol, MA, 01331 3535, (978)575-0400 332875, Steven Andrade, 718 Washinton St, Attleboro, MA, 02703, (508)399-5553 304421, Steven Andrade, 337 Washington St Rte 1, Attleboro, MA, 02703 5916, (508)399-8521 343807, Roger Deslauriers, 1128 Oakhill Ave, Attleboro, MA, 02703 6612, (508)222-6566 343546, Richard Demers, 217 South Main St, Attleboro, MA, 02703, (508)222-3466 300991, Manuel Andrade, 134 Pleasant St, Attleboro, MA, 02703 2359, (508)222-8758 337387, Kenneth Larson, 104 N Main St, Attleboro, MA, 02703 2222, (508)226-8510 306592, Janet Decato, 285 County St, Attleboro, MA, 02703 3512, (508)222-5366 338662, Janet Decato, 228 South Ave, Attleboro, MA, 02703, (508)222-4534 343662, Edward Andrade, 106 Washington Street, Attleboro, MA, 02703, (508)761-5379 338610, Constantine Scrivanos, 386 Southbridge St, Auburn, MA, 01501 2456, (508)832-4588 341351, Charles Simon, 895 Southbridge St, Auburn, MA, 01501, (508)832-0098 306790, Charles Simon, 717 Southbridge St, Auburn, MA, 01501 1311, (508)832-0485 330203, Charles Simon, 310 Washington St, Auburn, MA, 01501 3238, (508)832-0103 308636, Jose Couto, 20 Memorial Dr, Avon, MA, 02322 1919, (508)584-9753 341722, Jose Couto, 30 Memorial Dr Wal\*Mart #2122, Avon, MA, 02322 1919, (508)427-9460 301676, Jose Couto, 600 Page St, Avon, MA, 02322 1013, (508)588-9753 307490, Kevin Donovan, 16 Park St, Ayer, MA, 01432 1121, (978)772-7553 342932, John Batista, 570 Summer St, Barre, MA, 01005, (978)355-9023 302169, Thomas Adie, 308 Great Rd (Gas), Bedford, MA, 01730 2317, (781)275-9856 338346, Thomas Adie, 337 Great Rd Stop & Shop, Bedford, MA, 01730 2802, (781)271-9400 332246, Thomas Adie, 349 Great Road Exxon Station, Bedford, MA, 01730 2802, (781)271-1363 330003, Thomas Adie, Hanscom Air Force Base Main Exchange Bldg, Bedford, MA, 01730 2620, (781)274-9910 343559, Anthony Ventura, 37 State St, Belchertown, MA, 01007, (413)323-6384 308263, Anthony Ventura, The Crossing Plaza, Route 9, Belchertown, MA, 01007, (413)323-0903 340741, Neal Faulkner, 815 S. Main St, Bellingham, MA, 02019 1873, (508)876-9204 340585, Denise Nicolace, 207 Mechanic St, Bellingham, MA, 02019 3012, (508)966-0475 302599, Carlos Placido, 189 Hartford Ave, Bellingham, MA, 02019 3001, (508)966-2925 308432, Antonio Placido, 20 Pulaski Blvd Alouette Plaza, Bellingham, MA, 02019 2717, (508)883-8025 344123, David Carvalho, 353 Trapelo Rd, Belmont, MA, 02478 1857, 332068, Jose Sardinha, 126 Myricks St, Berkley, MA, 02779 1705, (508)977-9992 338416, Kevin Donovan, 267 Central St, Berlin, MA, 01503 1217, (978)562-8660 331132, Fernando Cafua, 188 Cabot St #192, Beverly, MA, 01915 5823, (978)922-7307 336928, Dinart Serpa, Route 128 (North), Beverly, MA, 01915, (978)232-9279

336683. Dinart Serpa, 44 Dodge St. Beverly, MA, 01915 1760, (978)232-1106 300323, Dinart Serpa, 411 Cabot St, Beverly, MA, 01915 3158, (978)922-9727 337794, Dinart Serpa, 224 Elliott St Stop & Shop, Beverly, MA, 01915 3047, (978)232-9359 342906, Dinart Serpa, 15 West Street, Beverly, MA, 01915, (978)927-3177 335602, Dinart Serpa, 112 Elliott St, Beverly, MA, 01915 3207, (978)922-1924 340432, Dinart Serpa, 1 Dodge St, Beverly, MA, 01915 1703, (978)232-1248 304516, Dean Serpa Co, Inc., 41 Enon St, Beverly, MA, 01915 1146, (978)922-6355 336617, Antonio Coelho, 459 Boston Road, Billerica, MA, 01821, (978)671-4402 301730. Antonio Coelho. 647 Boston Rd. Billerica. MA. 01821 5320. (978)667-9152 302683, Antonio Coelho, 729 Boston Rd, Billerica, MA, 01821 5933, (978)670-6387 335436, Marvin Weiner, 612 Middlesex Tpke, Billerica, MA, 01821 4327, (978)670-5482 330526, Antonio Placido, 2 Main St. Blackstone, MA, 01504 2202, (508)876-9124 332985, Carol Ventura, 3086 South Main St., Bondsville, MA, 01009, (413)283-8272 310262, Steven Goddess, 1420 Boylston St, Boston, MA, 02215 4202, (617)266-9843 332116. Steven Goddess, 127 Tremont St. Boston, MA, 02108 4713, (617)482-4566 334916, Steven Goddess, 111 State Street, Boston, MA, 02109, (617)523-1451 334715, Steven Goddess, 101 Summer St., Boston, MA, 02110, (617)338-8141 330145, Steven Goddess, 10 Winthrop Sq, Boston, MA, 02110 1264, (617)426-8025 342287, Steven Goddess, 1 Summer St, Boston, MA, 02110 1010, (617)426-2817 344840, Sean Sullivan, 330 Brookline Ave, Boston, MA, 02215, (401)623-9495 343418, Sean Sullivan, 3 Post Office Square, Boston, MA, 02109, (617)451-1058 345879, Olga Pithis, 53 Huntington Ave, Boston, MA, 02199 7658, 301697, Olga Pithis, 283 Huntington Ave, Boston, MA, 02115 4506, (617)267-0357 306139, Olga Pithis, 153 MA Ave, Boston, MA, 02115 3008, (617)247-3861 345053, Nicholas Lazares, 268 Summer St Suite 103, Boston, MA, 02210 1108, (617)338-4550 344394, Nicholas Lazares, 230 Congress St, Boston, MA, 02110 2409, (617)350-3194 340668, New Boston Garden Corporation, One Legends Way 7th Floor Suite 200, Boston, MA, (617)248-0554 339260, New Boston Garden Corporation, One Fleet Center 4th Floor Suite 200, Boston, MA, 02114 1310, 338935, Natdun, LLC, 434 Mass Ave, Boston, MA, 02118 3510, (617)247-3861 339963, Natdun, LLC, 333 Newbury St, Boston, MA, 02115 2710, (617)536-7895 341831, Watermark Donuts, Inc., 417 Washington St Suite M Relo 308329, Boston, MA, 02108, (617)451-2106 301771, Steven Goddess, 80 Boylston St, Boston, MA, 02116 4802, (617)542-4606 308681, Steven Goddess, 8 Park Plz Transportation Blvd, Boston, MA, 02116 3952, (617)367-2823 302710, Steven Goddess, 750 Washington St Ne Medical Ctr-Proger Bldg, Boston, MA, 02111, (617)542-6165 307883, Steven Goddess, 70 E India Row, Boston, MA, 02110 3306, (617)248-8875 334914, Steven Goddess, 630 Washington St., Boston, MA, 02111, (617)426-9731 310263, Steven Goddess, 457 Brookline Ave Deaconess Hospital, Boston, MA, 02215 5419, (617)232-8052 338702, Steven Goddess, 430 Stuart St, Boston, MA, 02116 5007, (617)859-4826 342404, Steven Goddess, 363 Tremont Street, Boston, MA, 02116, 310264, Steven Goddess, 350 Longwood Ave, Boston, MA, 02115 5726, (617)738-4490 330294, Steven Goddess, 330 Congress St, Boston, MA, 02210 1216, (617)439-3179 332933, Steven Goddess, 265 Franklin St, Boston, MA, 02109, (617)261-4699 308252, Steven Goddess, 235 Washington St. Boston, MA, 02108 4304, (617)248-1987 341096, Steven Goddess, 22 Beacon St, Boston, MA, 02108 4005, (617)227-0565 338063, Steven Goddess, 200 Seaport Blvd World Trade Center, Boston, MA, 02210 2031, (617)261-1536 301906, Steven Goddess, 176 Federal St, Boston, MA, 02110 2214, (617)737-3121 341872, Steven Goddess, 16 Tremont St., Boston, MA, 02116, (617)523-1279 310209, Steven Goddess, 16 Kneeland St #18, Boston, MA, 02111 1515, (617)695-0546 341135, Clayton Turnbull, Logan Airport Terminal B American Post Security, Boston, MA, 02128, (617)561-0556 330732, Clayton Turnbull, 616 MA Ave, Boston, MA, 02118 1807, (617)859-9996 341489, Clayton Turnbull, 360 Huntington Ave Northeastern University, Boston, MA, 02115 5005, (617)373-4611 340946, Clayton Turnbull, 17 Melnea Cass Blvd, Boston, MA, 02119, (617)427-0980 339117, Clayton Turnbull, 115 Forsyth St. Northeastern University, Boston, MA, 02115 5024, (617)524-9888 304355. Clavton Turnbull. 1131 Tremont St Platform G. Boston, MA. 02120 2178. (617)536-7447 342230, Clayton Turnbull, 1 Fish Pier Space 33 Logan Airport Terminal A, Boston, MA, 02210, (617)569-5265 308352, Clayton Turnbull, 1 Fish Pier Space 30 Logan Airport Terminal A, Boston, MA, 02210 2054, (617)569-4091

342231, Clayton Turnbull, 1 Fish Pier Space 10a Logan Airport Terminal A, Boston, MA, 02210 2054, (617)569-6147 335808, Antonio Salema, 1138 Washington St, Boston, MA, 02118, (617)350-3091 331941, Adel Al-Haddad, Fleet Center Train Deck Causeway Street, Boston, MA, 02114, (617)248-0554 343071, Adel Al-Haddad, 59 Causeway St, Boston, MA, 02114 1604, (617)367-4565 306240, Adel Al-Haddad, 2 City Hall Sq, Boston, MA, 02108 2102, (617)720-4501 342744, Adel Al-Haddad, 180 Canal St, Boston, MA, 02114, 307501, Adel Al-Haddad, 106 Cambridge St, Boston, MA, 02114 2524, (617)523-4463 332761. Adel Al-Haddad. 100 City Hall Plaza. Boston. MA. 02114. (617)227-9790 343504, Adel Al-Haddad, 100 Cambridge St, Boston, MA, 02114, (617)523-4443 302459, Adel Al-Haddad, 1 Congress St, Boston, MA, 02114 2023, (617)742-6682 302993, John-Kevin Donuts, Inc., 510 Southampton St. Boston, MA, 02127 2764, (617)733-9712 308701, John Gillespie, 482 W Broadway, Boston, MA, 02127 2216, (617)269-4527 343768, Jack O'Brien, 415 Summer St BCEC, Cart 2, Boston, MA, 02210, (617)753-8743 343767, Jack O'Brien, 415 Summer St BCEC cart 1, Boston, MA, 02210, (617)753-8743 339667, Houman Baiany, 530 Commonwealth Ave, Boston, MA, 02215 2606, (617)236-7673 337178, Houman Baiany, 1020 Commonwealth Ave, Boston, MA, 02215 1110, (617)232-1975 343655, Harry Stevens, Inc., Fenway Park Gate E 4 Yawkey Way, Boston, MA, 02215, (617)536-6683 343654, Harry Stevens, Inc., Fenway Park Gate B 4 Yawkey Way, Boston, MA, 02115, (617)536-6683 344354, Harry M. Stevens, Inc., 4 Yawkey Way, Fenway Park Gate D, Boston, MA, 02215, (617)536-6683 300417, George Alepedis, 715 Boylston St. Boston, MA, 02116 2612, (617)267-7153 308236, George Alepedis, 145 Dartmouth St, Boston, MA, 02116 5162, (617)536-8852 308475, Elizabeth Silveira, 1631 Tremont St, Boston, MA, 02120 1616, (617)232-8770 339986, Danny El Haddad, 125 Nashua St Spaulding Hospital, Boston, MA, 02114 1101, (617)367-3800 345299, Danny El Haddad, 100 Legends Way, Boston, MA, 02114 1300, (617)367-4301 339702, Constantine Scrivanos, 800 Boylston St Prudential Ctr Unit 023, Boston, MA, 02199, (617)424-0158 338940, Constantine Scrivanos, 20 North St, Boston, MA, 02109 1503, (617)367-0041 334756, Clyde Younger, Terminal C Logan Airport, Boston, MA, 02128, (617)634-6017 308354, Clayton Turnbull, Logan International Airport Terminal B - Us Air, Boston, MA, 02128, (617)567-0485 310457, Salvi Couto, 174 Clay Pond Rd, Bourne, MA, 02532 3814, (508)759-9912 336421, Kevin Donovan, 1425 Mass Ave, Boxborough, MA, 01719, (978)264-2986 330282, Christine Doyle, 270 Shrewsbury St/Rte 140, Boylston, MA, 01505 1403, (508)869-2313 336710, Constantine Scrivanos, 15 S Main Street, Bradford, MA, 01835 7419, (978)372-1705 343357, Suzanne Andrade, 29 Hayward Street, Braintree, MA, 02184, (781)849-0099 342444, Suzanne Andrade, 262 Forbes Rd Braintree Logan Express-Kiosk, Braintree, MA, 02184, (781)849-2041 342288, Suzanne Andrade, 2140 Washington St, Braintree, MA, 02184, (781)849-8100 332998, Jose Sardinha, 421 Quincy Ave, Braintree, MA, 02184, (781)848-8739 343524, Antonio Andrade, 553 Pond St # 555, Braintree, MA, 02184, (781)380-2305 303452, Antonio Andrade, 551 Granite St, Braintree, MA, 02184 5445, (781)843-9830 330048, Antonio Andrade, 375 Washington St, Braintree, MA, 02184 4705, (781)848-3164 330416, Antonio Andrade, 250 Granite St South Shore Plaza, Braintree, MA, 02184 2804, (781)849-1629 307560, Antonio Andrade, 240 Ivory St, Braintree, MA, 02184 6540, (781)843-6503 332804. Antonio Andrade. 238 Grove St Tedeschi Plaza. Braintree. MA. 02184 7209. (781)849-0815 302989, Antonio Andrade, 1172 Washington St, Braintree, MA, 02184 5440, (781)849-9343 336948, Charles Tourkantanis, 15 Lower Rd, Brewster, MA, 02631, (508)896-6996 331185, Raymond Messier, Rt 24 Northbound Service Pavilion, Bridgewater, MA, 02324, (508)697-9276 331186, Raymond Messier, Route 24 Southbound Service Pavilion, Bridgewater, MA, 02324, (508)697-1567 306228, Raymond Messier, 955 Pleasant St, Bridgewater, MA, 02324 2300, (508)697-3675 330462, Raymond Messier, 750 Bedford Street, Bridgewater, MA, 02324, (508)697-8542 344080, Raymond Messier, 33 Main St Cumberland Farms, Bridgewater, MA, 02324 1406, (508)697-4898 303465, Raymond Messier, 171 Broad St, Bridgewater, MA, 02324 3008, (508)697-6295 337680, Raymond Messier, 135 Burrill Ave E. Commons Bldg Bridgewater State College, Bridgewater, MA, 02324, (508)279-6133 331094, Raymond Messier, 1 Park Ave Bridgewater State College, Bridgewater, MA, 02324 2636, (508)697-6830 300305, Bernard Djevalikian, Sr, 214 N. Beacon St, Brighton, MA, 02135 2027, (617)254-9433 306582, James Pinho, 1955 Beacon St, Brighton, MA, 02135 7784, (617)738-0603

344076, James Pinho, 600 Washington St, Brighton, MA, 02135 2548, (617)254-2600

310456. Steven Goddess. 350 Washington St. Brighton. MA. 02135 3320. (617)562-8199 344224, William Donovan, 736 Cambridge St, Brighton, MA, 02135, 330621, John Cadete, 634 Centre St, Brockton, MA, 02302 3305, (508)427-5730 302488, John Cadete, 635 Crescent St, Brockton, MA, 02302 3342, (508)427-9811 300208, John Cadete, 66 Montello St, Brockton, MA, 02301 4002, (508)583-9754 338321, Laurindo Lima, 1280 Belmont St, Brockton, MA, 02301 4441, (508)427-6344 337684, Liberty Bakery Kitchen, Inc., 125 Liberty St Cpl, Brockton, MA, 02301, (508)436-7383 303451, Richard Cleary, 1001 N Main St, Brockton, MA, 02301 1552, (508)583-9459 300508, Richard Cleary, 532 N Quincy St. Brockton, MA, 02302 1540, (508)583-2058 336800, Richard Cleary, 748 N Main St, Brockton, MA, 02301, (508)583-1135 339654, Richard Cleary, 932 Montello St Stop & Shop, Brockton, MA, 02301 6605, (508)427-0537 341677, Torrey Street Donuts, Inc., 304 Belmont St, Brockton, MA, 02301 4942, (508)580-4458 332146, Torrey Street Donuts, Inc., 37 Belmont St, Brockton, MA, 02301, (508)586-5798 308524, Torrey Street Donuts, Inc., 43 Torrey St, Brockton, MA, 02301 4834, (508)588-0703 330735, Constantine Scrivanos, 1000 W Chestnut St, Brockton, MA, 02301 5538, (508)586-3186 337064, Constantine Scrivanos, 1775 Main St, Brockton, MA, 02301 7159, (508)559-0435 337398, Constantine Scrivanos, 587 Main St, Brockton, MA, 02301 6037, (508)588-7281 338259, Constantine Scrivanos, 683 Belmont St Stop & Shop, Brockton, MA, 02301 5632, (508)427-5500 335663, Constantine Scrivanos, 945 Belmont St, Brockton, MA, 02301, (508)897-1744 308297, Glyfada Donuts, INC., 784 Belmont St, Brockton, MA, 02301 5603, (508)583-4144 330896. John Cadete. 10 Oak Street Ext. Brockton. MA. 02301 1111. (508)588-9722 336900, John Cadete, 200 Westgate Dr, Unit 5 N-105, Brockton, MA, 02301, (508)941-6917 343194, John Cadete, 245 E. Ashland St, Brockton, MA, 02302, (508)894-8057 301401, John Cadete, 317 N Pearl St, Brockton, MA, 02301 1162, (508)588-9722 330336, John Cadete, 321 Crescent St, Brockton, MA, 02301 4311, (508)580-6695 332362, John Cadete, 532 Westgate Dr Westgate Mall, Brockton, MA, 02301 1816, (508)580-2090 307525, Gary D'Alelio, 1008 Beacon St, Brookline, MA, 02446 4001, (617)731-9063 308618, James Pinho, 1316 Beacon St, Brookline, MA, 02446 3701, (617)232-9252 303457, James Pinho, 265 Boylston St, Brookline, MA, 02445 7639, (617)731-9007 330501, James Pinho, 8 Harvard St, Brookline, MA, 02445 7305, (617)232-7572 330298, Steven Goddess, 20 Boylston St, Brookline, MA, 02445 7601, (617)739-1144 308382, Marvin Weiner, 240 Middlesex Tpke, Burlington, MA, 01803 3302, (781)270-3293 304601, Marvin Weiner, 182a Cambridge St, Burlington, MA, 01803 2919, (781)272-9681 343899, Marvin Weiner, 10 Wall St, Burlington, MA, 01803, (781)564-9974 330456, Manuel Moniz, 28 Winn St, Burlington, MA, 01803 4701, (781)273-1889 342555, Joyce Brisbois, 85 Wilmington Rd, Burlington, MA, 01803, (781)272-2765 339174, Joyce Brisbois, 75 Middlesex Tpke Burlington Mall, Burlington, MA, 01803, (781)270-4444 340240, David Cafua, 112 Mall Rd, Burlington, MA, 01803 5300, (781)221-9988 301582, Dinarte Pimental, 3052 Cranberry Hwy, Buzzards Bay, MA, 02532 4804, (508)295-2501 344173, Jose Couto, 278 Main Street, Buzzards Bay, MA, 02532 3227, (508)743-0421 341794, Jose Couto, 343 Scenic Hwy, Buzzards Bay, MA, 02532, (508)743-0609 300347. Salvi Couto. 2 Head Of The Bay Rd Exxon Station. Buzzards Bay. MA. 02532 3009. 307668, Salvi Couto, 24 Meetinghouse Ln, Buzzards Bay, MA, 02532 2414, (508)888-5312 304598, Vincent Leo, 201 Alewife Brook Pky, Cambridge, MA, 02138 1101, (617)492-9107 308730, Vals Fresh Pond Donuts, Inc., 517 Concord Ave, Cambridge, MA, 02138 1123, (617)491-8050 300252, Steven Goddess, 1 White St, Cambridge, MA, 02140 1423, (617)354-8336 341965, Rocco A. Leo 2004 Irrevocable Trust, 5 Cambridge Park Drive Alewife Station, Cambridge, MA, 02140 2326, (617)491-6400 344044, Jeffrey Bunting, 84 MA Ave W 20 M.I.T., Cambridge, MA, 02139, (617)452-4089 336411, Helen D'Alelio, 1001 Cambridge St. Shell, Cambridge, MA, 02141 1002, (617)864-8900 302782, Gary D'Alelio, 5 3rd St, Cambridge, MA, 02141 1225, (617)547-9622 334913, Epstein-Kendall, LLC, 222 Broadway, Cambridge, MA, 02142, (617)868-0259 330421, Eliot Street Donuts, Inc., 65 Jfk St, Cambridge, MA, 02138 4931, (617)354-5096 332245. Duarte Carvalho. Harvard Mbta Station. Cambridge. MA. 02163. (617)972-6100

- 338121, Duarte Carvalho, 100 Cambridgeside Place Cambridgeside Galleria, Cambridge, MA, 02141 2215, (617)577-9042
- 346053, Rosemarie Cerrato, 130 Royall St, Canton, MA, 02021 1010,

339122. Constantine Scrivanos. 600 Neponset St., Canton, MA. 02021 1974. (781)821-1623 301325, Carlos Andrade, 538 Washington St, Canton, MA, 02021 3034, (781)828-9854 310105, Carlos Andrade, 360 Turnpike St, Canton, MA, 02021 2703, (781)575-0150 336619, Carlos Andrade, 2790 Washington St, Canton, MA, 02021 1016, (781)828-1367 300205, Carlos Andrade, 22 Washington St, Canton, MA, 02021 4004, (781)828-5224 342021, Canton Distributors Cpl, Inc, 250 Dan Rd Cpl Co-Op, Canton, MA, 02021 2843, (781)575-8980 340489, Carlos Resendes, 303 Tremont St., Carver, MA, 02330 1757, (508)866-2346 336652, John Cadete, 80 Main Street, Carver, MA, 02330 1347, (508)866-6729 343780. Salvi Couto. 2235 State Rd. Cedarville. MA. 02360. (508)888-7022 330360, Salvi Couto, 1648 Falmouth Rd, Centerville, MA, 02632, (508)771-5366 330180, Helen D'Alelio, Sullivan Station (Mbta), Charlestown, MA, 02129, (781)395-9302 300791. Epstein-Porter Trust Two. 11 Austin St. Charlestown. MA. 02129 3502. (617)242-4396 302670, Cobble Hill Donuts, Inc., 99 Cambridge St, Charlestown, MA, 02129 1225, (617)242-9406 337718, John Moniz, 28 Worcester Rd, Charlton, MA, 01507 1390, (508)248-2934 301774. Dennis Donuts Business Trust. 595 Main St. Chatham. MA. 02633 2233. (508)945-5080 300584, Andrew Conway, 105 Chelmsford St, Chelmsford, MA, 01824 2714, (978)256-9845 304225, Andrew Conway, 80 Drum Hill Rd Drum Hill Shop Ctr, Chelmsford, MA, 01824 1504, (978)458-0927 308851, Donald Adie, 7 Acton Rd, Chelmsford, MA, 01824 3403, (978)250-4505 303479, William Caso, 83 Everett Ave, Chelsea, MA, 02150 2324, (617)884-5443 340054, William Caso, 234 Everett Ave, Chelsea, MA, 02150 1817, (617)884-3233 300236. James Angiolillo. 276 Beacham St. Chelsea. MA. 02150 1725. (617)884-5837 306827, Holie Donut, Inc., 478 Broadway, Chelsea, MA, 02150 2949, (617)884-9453 342613, Debra Panzini, 936-942 Broadway, Chelsea, MA, 02150, 781-941-2270 336511, Debra Panzini, 356 Eastern Ave., Chelsea, MA, 02150 3350, (617)889-1228 338979, Constantine Scrivanos, 130 Broadway, Chelsea, MA, 02150 2737, (617)889-9685 302880, Charles Angiolillo, 372 Washington Ave, Chelsea, MA, 02150 3604, (617)884-5232 339670, Eagle Heights Donut Shop, LLC, 15 Commonwealth Ave, Chestnut Hill, MA, 02467, (617)527-5848 331339, John Salema, 953 Front St, Chicopee, MA, 01020 1723, (413)598-0998 334692, John Salema, 95 West St, Chicopee, MA, 01013, (413)592-2385 330051, John Salema, 751 Meadow St, Chicopee, MA, 01013 1801, (413)594-4980 308862, John Salema, 470 Burnett Rd, Chicopee, MA, 01020 4633, (413)594-9090 335814, John Salema, 27 Montgomery St, Chicopee, MA, 01020 1926, (413)594-6146 300507, Ana Capela, 820 Memorial Dr Suite 1, Chicopee, MA, 01020 5099, (413)593-1184 337967, Ana Capela, 672 Memorial Dr Stop & Shop/Ste 1, Chicopee, MA, 01020 5019, (413)593-1111 332356, Kevin Donovan, 1069 Main St, Clinton, MA, 01510 1134, (978)365-4823 338424, Kevin Donovan, 493 Main St, Clinton, MA, 01510 2411, (978)365-6265 331772, Helder Garcia, 740 Cushing Plz Exxon Station, Cohasset, MA, 02025 2116, (781)383-2508 342439, Ivo Garcia, 156 King St., Cohasset, MA, 02025 1357, (781)383-2189 341086, Danny Costa, 1089 Concord Tpke, Concord, MA, 01742 4402, (978)371-0622 336449, Danny Costa, 117 Thoreau Street, Concord, MA, 01742, (978)371-0949 340315, Danny Costa, 1641 Sudbury Rd, Concord, MA, 01742 5809, (978)369-0805 302124, Manuel Galopim, 79 Andover St, Danvers, MA, 01923 1417, (978)774-9883 304244. Manuel Galopim. 50 Independence Way Liberty Tree Mall-Food Court. Danvers. MA. 01923 1417. (978)777-2531 343784, Manuel Galopim, 160 Andover Street (CF) Cumberland Farms, Danvers, MA, 01923, 339759, Constantine Scrivanos, 92 Newbury St Home Depot, Danvers, MA, 01923 1035, (978)646-0018 337808, Constantine Scrivanos, 301 Newberry St Stop & Shop, Danvers, MA, 01923, (978)762-4444 307882, Charles Smith, 153 Endicott St, Danvers, MA, 01923 3618, (978)777-8464 342518, Charles Smith, 139 Endicott St, Danvers, MA, 01923, (978)646-9051 300178, Ana Ventura, 99 High St, Danvers, MA, 01923 3127, (978)777-7003 331543, Ana Ventura, 435 Newbury Street Exxon Gas & Conven. Route 1 Northbound, Danvers, MA, 01923, (978)762-3839 342334, Ana Ventura, 36 Maple St, Danvers, MA, 01923 2812, (978)774-2840 336059, Carlos Santos, 575 Dartmouth St., Dartmouth, MA, 02748 1826, (508)984-1045 337352, Sebastian Agapite, 255 State Rd, Dartmouth, MA, 02747 2610, (508)993-7299

- 337348, Sebastian Agapite, 823 State Rd, Dartmouth, MA, 02747 1822, (508)997-3825
- 342610, Sebastian Agapite, 876 State Road, Dartmouth, MA, 02747 1815, (508)990-1568

343348. Kevin Donovan. 160 Providence Highway Stop & Shop. Dedham. MA. 02026 1809. (781)326-9850 300304, Carlos Andrade, 395 Providence Hwy, Dedham, MA, 02026 1808, (781)326-9850 331820, Carlos Andrade, 248 Bussey St, Dedham, MA, 02026 2537, (781)329-4494 341685, Steven Catalano, 10 Andrews Parkway, Devens, MA, 01432, (978)772-3296 343347, South Bay Donuts Co., LLC, 1100 Mass Ave Stop & Shop, Dorchester, MA, 02125 1606, (617)288-8361 300314, Paul Govostes, 875 Morrissey Blvd, Dorchester, MA, 02122 3331, (617)436-9138 307305, Paul Govostes, 1580-A Dorchester Ave, Dorchester, MA, 02122 1320, (617)288-3302 338123, Kevin Donovan, 2100 Dorchester Ave Carney Hospital, Dorchester, MA, 02124 5644, (617)296-4000 302415, John Gillespie, 847 Dorchester Ave, Dorchester, MA, 02125 1106, (617)288-5988 301949, John Gillespie, 256 Boston St, Dorchester, MA, 02125 1612, (617)288-8361 336123, Gallivan Boulevard Donuts, Inc., 719 Gallivan Blvd, Dorchester, MA, 02122, (617)282-8153 341874, Francine Govostes, 545 Freeport St Stop & Shop, Dorchester, MA, 02124, 301946, Debra Foundas, 2290 Dorchester Ave, Dorchester, MA, 02124 5622, (617)298-1624 302776, Debra Foundas, 1931 Dorchester Ave, Dorchester, MA, 02124 3730, (617)825-7707 304349, Debra Foundas, 1236 Dorchester Ave, Dorchester, MA, 02125 1504, (617)288-3195 335678, Clayton Turnbull, 456 Blue Hill Avenue, Dorchester, MA, 02121 4308, (617)442-9889 338608, John Moniz, 63 Main St, Douglas, MA, 01516 2407, (508)476-2784 303485, Gildas Bettencourt, 1777 Bridge St, Dracut, MA, 01826 2677, (978)459-3656 337497, Gildas Bettencourt, 177 Broadway Rd, Dracut, MA, 01826 2702, (978)275-0537 304379, Donald Adie, 1373 Lakeview Ave, Dracut, MA, 01826 3414, (978)957-4989 304380, Donald Adie, 1198 Mammoth Rd, Dracut, MA, 01826 3032, (978)957-4989 332922, John Moniz, 269 West Main St, Dudley, MA, 01571, (508)943-8705 336409, Frank Catalano, 238 Pleasant Street, Dunstable, MA, 01827, (978)649-8362 301352, John Cadete, 5 Chestnut St, Duxbury, MA, 02332 4419, (781)934-9492 300662, Helen D'Alelio, 951 Bennington St, East Boston, MA, 02128 1134, (617)569-4919 300240, Helen D'Alelio, 13-15 Maverick Sq, East Boston, MA, 02128 2312, (617)569-2576 344435, Eric Blatstein, 300 Termial C Jet Blue Logan Arpt - Westfield, East Boston, MA, 02128, (317)567-3875 336796, Constantine Scrivanos, 34 William Kelly Sq. #34, East Boston, MA, 02128 1911, (617)569-1542 344979, Clyde Younger, 300 Terminal C United Logan Airport Space 36, East Boston, MA, 02128, 308048, Clyde Younger, 300 Terminal C Delta Food Ct Logan International Airport, East Boston, MA, 02128 2005, (617)634-6017 340212, Clayton Turnbull, Terminal E Logan Int'L Airport, East Boston, MA, 02128, (617)561-6320 308353, Clayton Turnbull, 200 Terminal B Ste 2153 Logan International Airport, East Boston, MA, 02128 2003, (617)561-6320 335884, Helder Garcia, 204 N Bedford St, East Bridgewater, MA, 02333, (508)378-3591 310208, Helder Garcia, 650 Plymouth St, East Bridgewater, MA, 02333 2010, (508)378-1482 332361, Carlos Resendes, 1196 Sandwich Rd Exxon Station, East Falmouth, MA, 02536 4122, (508)563-0133 338736, Carlos Resendes, 20 Teaticket Highway Stop & Shop, East Falmouth, MA, 02536 5615, (508)540-7481 335961, Carlos Resendes, 202 Teaticket Highway, East Falmouth, MA, 02536, (508)540-4097 344081, John Cadete, 363 E. Falmouth Hwy, East Falmouth, MA, 02536 6005, (508)495-0164 300580, Fred Lincoln, 2 Chace Rd, East Freetown, MA, 02717 1202, (508)763-2262 330563, John Salema, 55 Maple St, East Longmeadow, MA, 01028 2745, (413)526-9944 337886, John Salema, 1277 Liberty St Stop & Shop, East Springfield, MA, 01104 1165, (413)732-6150 343297, Joseph Cadette, 163 Patriots Rd Cumberland Farms, East Templeton, MA, 01438, (978)630-9989 304156, George Glaropoulos, 21 Providence Hwy, East Walpole, MA, 02032 1513, (508)668-5928 337611, Dinarte Pimental, 3 Barker Rd, East Wareham, MA, 02538 1209, (508)273-0152 330332, Dennis Donuts Business Trust, 50 Brackett Rd Village Green Shopping Center Route 6a, Eastham, MA, 02642 2701, (508)255-7992 338119, Fernando Cafua, 60 Union St, Easthampton, MA, 01027 1449, (413)527-2993 308337, Mark Cafua, 126 Northampton St, Easthampton, MA, 01027 1045, (413)529-9288 332838, Fotios Barounis, 606 Washington St, Easton, MA, 02334, (508)230-8737 302400, Maia, LLC, 125 Main St, Essex, MA, 01929 1305, (978)768-6961 302671, Richard D'Angelo, 903 Broadway, Everett, MA, 02149 3149, (617)381-0466 340616. Richard D'Angelo. 318 Broadway. Everett. MA. 02149 3407. (617)381-9006 336618, R.D. Donut II, Inc., 132 Main St, Everett, MA, 02149 5714, (617)387-2274

- 300961, Pasquale D'Angelo, 2013 Revere Beach Pky, Everett, MA, 02149 5918, (617)389-9842
- 339658, Natdun, LLC, 50 Broadway, Everett, MA, 02149 2415, (617)389-2170

302686, Gianna D'Angelo, 524 Broadway, Everett, MA, 02149 3738, (617)387-8818 332266, Gianna D'Angelo, 1886 Revere Beach Pkwy, Everett, MA, 02149 5934, (617)381-9469 304320, Biweekly Grind, LLC, 27 Alden Rd, Fairhaven, MA, 02719 4638, (508)992-2419 339573, William Daly, 32 Howland Rd, Fairhaven, MA, 02719 3404, (508)992-3300 337822, Sebastian Agapite, 501 Rodman St Stop & Shop, Fall River, MA, 02721 4217, (508)672-2177 300309, Sebastian Agapite, 15 Robeson St, Fall River, MA, 02720 4924, (508)672-9406 301308, Robert Mongeon, 499 Globe St, Fall River, MA, 02724 2623, (508)678-9705 335766, Manuel Andrade, 325 Elsbree Street, Fall River, MA, 02720 7211, (508)677-2562 331869. Manuel Andrade, 190 New Boston Rd. Fall River, MA, 02721, (508)673-7866 335784, Manuel Andrade, 1510 Brayton Ave, Fall River, MA, 02722, (508)673-8182 307450, Manuel Andrade, 101 President Ave, Fall River, MA, 02720 2652, (508)677-0761 303480, Kenneth Larsen, 64 RI Ave, Fall River, MA, 02724 3626, (508)672-9205 342403, Kenneth Larsen, 374 William S Canning Blvd Wal\*Mart, Fall River, MA, 02721 2352, (508)672-5557 337782, Kenneth Larsen, 333 Mariano Bishop Blvd. Stop & Shop, Fall River, MA, 02721 2349, (508)675-0391 303490, Carlos Ferreira, 657 Pleasant St, Fall River, MA, 02721 4305, (508)679-1149 334687, Carlos Ferreira, 400 Quarry St, Fall River, MA, 02723 1008, (508)646-1320 343400, Carlos Braga, 510 Brayton Ave, Fall River, MA, 02720, (508)235-1186 334734, Braga Bros. Bakery, Inc., 234 Milliken Blvd, Fall River, MA, 02721, (508)672-8036 304390, Betsy Braga, 138 S Main St, Fall River, MA, 02721 5325, (508)676-7851 341380, Airport Rd Donuts, Inc., 4171 North Main Street, Fall River, MA, 02720, (508)675-6515 301287, Carlos Resendes, 614 Main St, Falmouth, MA, 02540 3257, (508)548-4496 339693, Carlos Resendes, 613 Main St, Falmouth, MA, 02540 3257, (508)580-6695 302521, Carlos Resendes, 322 Palmer Ave Texaco Station, Falmouth, MA, 02540 2862, (508)548-4496 343771, John Salema, 6 N. Westfield Rd, Feeding Hills, MA, 01030, (413)589-1761 331831, Dinart Serpa, 469 Main St, Fiskdale, MA, 01518 1215, (508)347-1518 310462, Leominster Donuts Business Trust, 129 Whalon St, Fitchburg, MA, 01420 7139, (978)345-0844 331952, Leominster Donuts Business Trust, 1289 Water St, Fitchburg, MA, 01420 7251, (978)342-4355 302378, KCM Donuts, Inc., 151 Main St, Fitchburg, MA, 01420 4329, (978)345-1670 336166, Joseph Cadette, 511 Electric Ave, Fitchburg, MA, 01420 5371, (978)342-9229 335831, Joseph Cadette, 33-37 River St, Fitchburg, MA, 01420, (978)343-3222 302820, Fitchburg Donuts, Inc., 580 John Fitch Hwy, Fitchburg, MA, 01420 8401, (978)343-9754 340429, Fotios Barounis, 127 Main St., Foxboro, MA, 02035 1859, (508)543-5460 307042, Fotios Barounis, 211 North St, Foxboro, MA, 02035 1045, (508)543-0295 336241, Fotios Barounis, 263 Main St, Foxboro, MA, 02035 1306, (508)698-9216 332960, Fotios Barounis, 32 Commercial St Shell Station, Foxboro, MA, 02035 2509, (508)698-3307 340209, Natdun, LLC, 1670 Worcester Rd, Framingham, MA, 01702 5407, (508)626-1759 300368, Mary Sardinha, 266 Concord St, Framingham, MA, 01701 6745, (508)875-9304 336793, John Boujoukos, 876 Edgell Rd, Framingham, MA, 01701 3917, (508)788-5435 302910, John Boujoukos, 692 Cochituate Rd, Framingham, MA, 01701 4630, (508)875-9897 337818, John Boujoukos, 235 Old CT Path Stop & Shop, Framingham, MA, 01701 4575, (508)820-0900 300657, Dean Alepede, 444 Franklin St, Framingham, MA, 01702 6221, (508)626-8120 337800, Dean Alepede, 19 Temple St Stop & Shop, Framingham, MA, 01701 2402, 304673. Dean Alepede. 1170 Worcester Rd. Framingham. MA. 01701 5209. (508)875-1023 303458, Constantine Scrivanos, 517 Worcester Rd, Framingham, MA, 01701 5303, (508)626-8560 302800, ASHLAND DONUTS BUSINESS TRUST, 334 Waverly St, Framingham, MA, 01702 7059, (508)628-9990 335630, Carlos Placido, 490 King St. Silver Maple Commons, Franklin, MA, 02038, (508)528-5082 308630, Carlos Placido, 541 W Central St, Franklin, MA, 02038 2919, (508)528-9906 336712, Carlos Placido, 547 East Central Street, Franklin, MA, 02038 1360, (508)541-6299 337779, Carlos Placido, Rt 140 West Central St Stop & Shop, Franklin, MA, 02038, (508)520-4102 338455, Steven Catalano, 372 Timpany Blvd Stop & Shop, Gardner, MA, 01440, (978)630-1185 341558, Edith Serpa, 221 Main St LukeOil Gas-Convenience, Gardner, MA, 01440, (978)630-0161 332359, Dinart Serpa, 4 Oak St, Gardner, MA, 01440 3826, (978)630-1723 303461, Dinart Serpa, 33 Pearson Blvd, Gardner, MA, 01440 3909, (978)632-0474 344374, Dinart Serpa, 17 Pearson St. Gardner, MA, 01440 3909, (978)630-1150 331822, Constantine Scrivanos, 66 E Main St #68, Georgetown, MA, 01833 2112, (978)352-6394 343753, Deodato Braga, 71 Essex Ave, Gloucester, MA, 01930, (978)282-3214 341177, Deodato Braga, 6 Thatcher St. Stop & Shop, Gloucester, MA, 01930 3148, (978)281-5803

342839. Deodato Braga. 2 Lexington Ave. Gloucester. MA. 01930 3918. (978)525-3880 330908, Deodato Braga, 130 Washington St, Gloucester, MA, 01930 3545, (978)281-8047 331505, Deodato Braga, 103 Eastern Ave, Gloucester, MA, 01930 1844, (978)283-3909 300497, Braga Donuts, Inc., 205 Main St, Gloucester, MA, 01930 6010, (978)281-2909 301943, Brian Marino, 72 Worcester St, Grafton, MA, 01519 1160, (508)839-8907 302495, Anthony Ventura, 77 W State St, Granby, MA, 01033 9422, (413)467-3636 304923, South Main Street Donuts, LLC, 494 Main St, Great Barrington, MA, 01230 2004, (413)528-8154 300764, Greenfield Donuts, Inc., 60 Mohawk Trl, Greenfield, MA, 01301 3112, (413)773-9137 337813. David Mota. 89 French King Highway Stop & Shop, Greenfield, MA, 01301 1312. (413)774-6096 330052, David Mota, 378 Federal St, Greenfield, MA, 01301 1837, (413)772-1929 308388, Frank Catalano, 133 Main Street, Groton, MA, 01450 1235, (978)448-9706 340060. Steven Catalano. 3 Forge Village Rd. Groton. MA. 01450 2047. (978)448-2728 342295, Steven Catalano, 318 Main St, Groton, MA, 01450 4245, (978)448-0681 307334, Fernando Cafua, 331 Russell St # Route, Hadley, MA, 01035 9522, (413)586-2348 337892, John Salema, 440 Russell St Stop & Shop, Hadley, MA, 01035 9566, (413)253-3227 340233, Michael Pereira, 110 Russell Rd, Hadley, MA, 01035, (413)582-0304 332028, Raymond Messier, Tedeschi Food Shop Route 106, Halifax, MA, 02338, (781)293-9833 331131, Fernando Cafua, Rte 1a Walnut St Hamilton Shopping Center, Hamilton, MA, 01982, (978)468-0555 337035, John Salema, 3 Allen Street, Hampden, MA, 01036, (413)566-8003 331908, Assinippi Donuts, Inc., 2117 Washington St, Hanover, MA, 02339 1622, (781)659-7400 342232, Carlos Resendes, 1371 Hanover St, Hanover, MA, 02339 2026, (781)878-1929 336047, Farmers Donuts, Inc., 416 Columbia Rd, Hanover, MA, 02339 2326, (781)826-9470 304802, Hanover Donuts Inc, 1251 Washington St, Hanover, MA, 02339 1630, (781)826-6641 340044, Jose Sardinha, 1775 Washington St Hanover Mall #175, Hanover, MA, 02339 1701, (781)826-9331 341405, Jose Sardinha, 795 Washington St, Hanover, MA, 02339, (781)826-8814 302587, Helder Garcia, 487 Liberty St, Hanson, MA, 02341 1167, (781)294-8262 344861, Helder Garcia, 318 Main St, Hanson, MA, 02341 1949, (781)293-5036 332500, Helder Garcia, 1120 Main St, Hanson, MA, 02341 1543, (781)293-0532 304366, Elizabeth Whitehead, 109 Route 137, Harwich, MA, 02645 2153, (508)432-1700 340106, George Zografos, 173 Pleasant Lake Dr, Harwich, MA, 02645 2521, (508)432-1354 337679, Elizabeth Whitehead, 481 Route 28, Harwich Port, MA, 02646 1848, (508)430-8594 306611, Hellas Donuts Inc, 259 Lincoln Ave Rivers Edge Plaza, Haverhill, MA, 01830 6738, (978)521-1250 302117, Francisco Pacheco, 20 Plaistow Rd, Haverhill, MA, 01830 1417, (978)521-3926 306131, Edite Pacheco, 784 River St Route 110, Haverhill, MA, 01832 3612, (978)373-2224 308878, Constantine Scrivanos, 755 Main St, Haverhill, MA, 01830 2135, (978)374-7580 307157, Constantine Scrivanos, 725 S Main St Route 125, Haverhill, MA, 01835 7009, (508)373-1255 301691, Constantine Scrivanos, 407 Amesbury Rd, Haverhill, MA, 01830 1605, (978)374-3299 337610, Constantine Scrivanos, 215 Winter St, Haverhill, MA, 01830 4825, (978)521-6596 301738, Broadway Scrivanos Donuts, Inc., 614 Broadway, Haverhill, MA, 01832 1206, (978)374-3164 301583, Whiting Street Donuts, Inc., 187 Whiting St, Hingham, MA, 02043 3856, (781)749-9733 335676, Cidalia Lordelo, 30 Union St, Holbrook, MA, 02343, (781)767-4852 340874, Cidalia Lordelo, 57 South Franklin St, Holbrook, MA, 02343 1422, (781)767-0504 331102. Christine Dovle. 1175 Main St Mobil Station. Holden. MA. 01520 1222. (508)829-5506 308675, Christine Doyle, 5 Shrewsbury St Chaffins Corner Plaza, Holden, MA, 01520 1842, (508)829-9818 340571, Holliston Donuts Business Trust, 441 Washington St, Holliston, MA, 01746 1815, (508)429-2629 310271, John Salema, 636 Main St, Holyoke, MA, 01040 5519, (413)533-5772 338724, Lori Martins, 1600 Northampton St, Holyoke, MA, 01040 1941, (413)534-0538 341632, Antonio Placido, 25a Hayward St, Hopkinton, MA, 01748 2706, (508)544-1332 330156, Virginio Sardinha, 92 W Main St, Hopkinton, MA, 01748 1642, (508)497-9918 341763, Konstantino Skrivanos, 422 Main St, Hudson, MA, 01749 1820, (978)562-0537 335009, Constantine Scrivanos, 234 Washington St, Hudson, MA, 01749, (978)562-8533 331096, Constantine Scrivanos, 143 Washington St, Hudson, MA, 01749 2763, (978)568-9345 310018, Helder Garcia, 1 Bay St # B, Hull, MA, 02045 2901, (781)925-8721 343363. Helder Garcia. 672 Nantasket Ave. Hull. MA. 02045. (781)925-8721 336325, Salvi Couto, Rte 132 Rear S 101a/Cc Mall, Hyannis, MA, 02601, (508)771-7610 307795, Salvi Couto, Route 132 - Liberty Sq, Hyannis, MA, 02601, (508)775-7267 344092, Salvi Couto, 751 W. Main St, Hyannis, MA, 02601 3422, (508)771-1554

342421. Salvi Couto. 702 Ivannough Road. Hvannis. MA. 02601 1912. (508)775-0328 300331, Salvi Couto, 627 Main St, Hyannis, MA, 02601 5411, (508)775-9668 335670, Salvi Couto, 317 Falmouth Rd, Hyannis, MA, 02601 2756, (508)778-6453 341791, Salvi Couto, 156 Iyannough Rd, Hyannis, MA, 02601 2029, (508)775-2796 340235, Salvi Couto, 147 North St, Hyannis, MA, 02601 3807, (508)771-0563 304137, Dean Alepede, 1200 Hyde Park Ave, Hyde Park, MA, 02136 2841, (617)364-2010 340422, Dean Alepede, 942 Hyde Park Ave, Hyde Park, MA, 02136 3269, (617)364-0739 335011, Walcott Square, L.L.C., 1800 Hyde Park Ave, Hyde Park, MA, 02136, (617)364-5200 307497, Fernando Cafua, 6 Lord Sq, Ipswich, MA, 01938 1909, (978)356-0130 301775, Walk Hill Donuts, Inc., 7 Walk Hill St, Jamaica Plain, MA, 02130 4114, (617)983-1902 308889, Cathy Gavriel, 315 Centre St, Jamaica Plain, MA, 02130 1406, (617)983-9265 301292, Carlos Andrade, 757 Centre St, Jamaica Plain, MA, 02130 2557, (617)524-9420 342228, Carlos Andrade, 684 Centre St, Jamaica Plain, MA, 02130 2516, (617)524-0244 340734, Carlos Resendes, 1 Joseph St, Kingston, MA, 02364 1122, (781)582-3907 302652, John Cadete, 110 Independence Mall Rd #F, Kingston, MA, 02364 3023, (781)422-2268 302975, John Cadete, 136 Main St, Kingston, MA, 02364 2243, (781)585-2898 302657, John Cadete, 183 Summer St, Kingston, MA, 02364 1220, (781)585-3369 341678, John Cadete, 78 Summer St, Kingston, MA, 02364 1450, (781)582-1527 336839, Fred Lincoln, 330 Bedford St, Lakeville, MA, 02347 2114, (508)923-6497 342158, John Angiolillo, 100 Marston St, Lawrence, MA, 01842, (978) 989-9093 300326. Gregory Cafua. 50 S Broadway, Lawrence, MA, 01843 1435. (978)686-2855 341554, Gregory Cafua, 342 Broadway, Lawrence, MA, 01841 3514, (978)291-0063 308413, Gregory Cafua, 225 Essex St, Lawrence, MA, 01840 1553, (978)686-1013 310150, Gregory Cafua, 103 Broadway, Lawrence, MA, 01840 1013, (978)681-0001 304755, Fernando Cafua, 99 Winthrop Ave Route 114, Lawrence, MA, 01843, (978)685-7598 307013, Elmira Aquiar, 579 Andover St, Lawrence, MA, 01843 2003, (978)688-7443 335769, Cqp Bakery, LLC, 19 Blanchard St, Lawrence, MA, 01842, 308255, Adao Aguiar, 61 S Union St, Lawrence, MA, 01843 1621, (978)975-8805 301679, Adao Aguiar, 608 S Union St, Lawrence, MA, 01843 3742, (978)681-5006 336973, David Cafua, 200 Housatonic St, Lee, MA, 01238 1303, (413)243-1676 342723, Gabe Simon, 1081 Main Street, Leicester, MA, 01524, (508)892-9300 307356, LEOMINSTER DONUTS BUSINESS TR, 804 N Main St, Leominster, MA, 01453, (978)537-6092 336695, John Nadreau, 456 Main Street, Leominster, MA, 01453 2939, (978)514-9889 300539, Antonella Doucette, 8 Lancaster St, Leominster, MA, 01453 3829, (978)534-9774 332923, Antonella Doucette, 76 Main St. Mobil Gas Station, Leominster, MA, 01453, (978)534-1663 310034, Antonella Doucette, 280 New Lancaster Rd Route 117, Leominster, MA, 01453 4957, (978)534-6601 342059, Antonella Doucette, 1001 Central St, Leominster, MA, 01453 4805, (978)534-4330 345707, Grayland Cousins, 286 Lincoln St, Lexington, MA, 02421, (617)838-6459 301304, Grayland Cousins, 373 Waltham St, Lexington, MA, 02421 6916, (781)862-3350 301937, James Allen, 141 MA Ave, Lexington, MA, 02420 4039, (781)860-0140 310076, James Allen, 1707 MA Ave Ste 1, Lexington, MA, 02420 5318, (781)863-8574 308383, Manuel Moniz, 317 Woburn St, Lexington, MA, 02420 2200, (781)863-2650 342441, William Donovan, 25 King St, Littleton, MA, 01460 1560, (978)486-0053 345321, William Donovan, 220 Great Rd Rt 2A, Littleton, MA, 01460 5906, (978)486-3110 331383, Kevin Donovan, 460 King St Shell Station, Littleton, MA, 01460 1251, (781)982-9580 302894, Kevin Donovan, 256 Ayer Rd Citgo Station, Littleton, MA, 01460 1010, (978)772-4351 341143, Peter Martins, 711 Bliss Road, Longmeadow, MA, 01106 1558, (413)567-2067 302030, Thomas Adie, 1081 Groham St, Lowell, MA, 01852 5037, (978)454-2616 332244, Donald Adie, 515 Pawtucket Blvd., Lowell, MA, 01854 2922, (978)453-7763 343119, Donald Adie, 182 Riverside St Riverside & University, Lowell, MA, 01854, (978)275-0939 306307, Donald Adie, 1505 Middlesex St, Lowell, MA, 01851 1111, (978)937-7404 302861, Centerville Donut Corporation, 315 Bridge St, Lowell, MA, 01850 2407, (978)452-8198 301355, C M & R Corporation, 651 Rogers St, Lowell, MA, 01852 3851, (978)452-8612 331572, Brian Marino, Saints Memorial Medical Center 1 Hospital Drive, Lowell, MA, 01852 1389, (978)452-4228 340740, Brian Marino, 290 Central St, Lowell, MA, 01852 2204, (978)275-9588 307967, Brian Marino, 24 Merrimack St, Lowell, MA, 01852 1728, (978)937-9776 331828, Brian Marino, 185 Woburn St Exxon Station, Lowell, MA, 01852 5586, (978)934-9333

332420, Andrew Conway, 443 Chelmsford St, Lowell, MA, 01851 4422, (978)452-7296 310126, Andrew Conway, 145 Thorndike St, Lowell, MA, 01852 3308, (978)452-9990 330240, John Salema, 4 Harding Ave, Ludlow, MA, 01056 2370, (413)589-1761 331430, KCM Donuts, Inc., 451 MA Ave Exxon Station, Lunenburg, MA, 01462 1303, (978)582-0314 341396, Natdun, LLC, 932 Lynnfield St, Lynn, MA, 01904, (781)592-6757 342940, Mary Ann Coletta, 1 Central Square, Lynn, MA, 01901 1345, (781)598-1515 300316, Maria Mello, 819 Western Ave, Lynn, MA, 01905 2322, (781)595-9263 337606, Maria Mello, 80 Boston St, Lynn, MA, 01904 2526, (781)477-0877 304158, Maria Mello, 80 Boston St. Lvnn, MA, 01904 2526, (781)477-0877 307897, Maria Mello, 50 Western Ave, Lynn, MA, 01904 2124, (781)593-7760 308566, Maria Mello, 42 Market St, Lynn, MA, 01901 1005, (781)592-9060 308567. Maria Mello. 364 Lynnway. Lynn. MA. 01901 1709. (781)593-3360 300301, Maria Mello, 333 Lynnway, Lynn, MA, 01901 1705, (781)599-9435 302968, Maria Mello, 116 Lewis St, Lynn, MA, 01902 4846, (781)593-0070 338308, John Mello, 35 Washington St. Stop & Shop, Lynn, MA, 01904 3305, (781)596-1882 339457, Frank Pino, 577 Walnut St, Lynn, MA, 01905 1046, (781)592-2096 302883, Constantine Scrivanos, 7 Post Office Sq, Lynnfield, MA, 01940 2218, (781)596-1752 339120, Tiberio Furtado, 8 Broadway, Lynnfield, MA, 01940 2310, (781)593-0200 331924, MRM Donuts, Inc., 619 Broadway Route 99, Malden, MA, 02148 2041, (781)322-6137 306388, Louis Marino, 980 Eastern Ave, Malden, MA, 02148 6033, (781)324-9625 340084, Christopher Marino, 655 Salem St. Malden, MA, 02148 4301, (781)322-6504 337862, Aires Medeiros, 99 Charles St Stop & Shop, Malden, MA, 02148 6700, (781)397-0006 300571, Aires Medeiros, 57 Eastern Ave, Malden, MA, 02148 5016, (781)324-5337 308193, Aires Medeiros, 424 Main St, Malden, MA, 02148 5105, (781)324-5337 337598, Aires Medeiros, 245 Pleasant St, Malden, MA, 02148 4820, (781)324-5337 308615, Deodato Braga, 40 Beach St Unit B, Manchester, MA, 01944 1464, (978)526-8708 340743, Christopher Andrade, 4 South Main Street, Mansfield, MA, 02048 2516, (508)339-6229 336668, Kevin Donovan, 377 Chauncey St Stop & Shop, Mansfield, MA, 02048 1123, (508)337-6730 301446, Manuel Andrade, 45 Chauncy St, Mansfield, MA, 02048 1901, (508)337-6730 302691, Claudio Santos, 161 Pleasant St, Marblehead, MA, 01945 2336, (781)639-2010 330032, Carlos Andrade, 681 Boston Post Road Indian Head Shopping Ctr, Marlboro, MA, 01752, (508)485-8795 335680, Constantine G. Scrivanos, 413 Lakeside Ave, Marlboro, MA, 01752, (508)481-8216 339277, Constantine Scrivanos, 410 Lakeside Ave, Marlboro, MA, 01752, 339844, Constantine Scrivanos, 601 Donald Lynch Blvd, F201 Solomon Pond Mall - Food Court, Marlboro, MA, 01752, (508)303-2479 331848, Diane Cavallo, 199 Lakeside Ave, Marlboro, MA, 01752 4556, (508)229-8609 307832, Constantine Scrivanos, 312 Maple St, Marlborough, MA, 01752 3295, (508)460-6281 302679, Carlos Andrade, 54 Main St, Marlborough, MA, 01752 3864, (508)485-6286 338926, Carlos Andrade, 330 Boston Post Rd, Marlborough, MA, 01752 3602, (508)485-0987 302173, Carlos Andrade, 269 E Main St, Marlborough, MA, 01752 2692, (508)485-9710 310365, Antonio Dasilva, 1862 Ocean St, Marshfield, MA, 02050 4906, (781)834-2906 335628, John Cadete, 928 Plain Street, Marshfield, MA, 02050, (781)834-9573 307141. Salvi Couto. 3821 Falmouth Rd. Marstons Mills. MA. 02648 1868. (508)420-1669 334724, Carlos Resendes, 401 Main St, Mashpee, MA, 02649 2053, (508)477-6105 336887, Carlos Resendes, 439 Nathan Ellis Hwy, Mashpee, MA, 02649, (508)539-9322 338720, Salvi Couto, 10 Bates Rd Stop & Shop #087, Mashpee, MA, 02649 3279, (508)539-1800 345353, Salvi Couto, 40 South St South Cape Village, Unit 42, Mashpee, MA, 02649 6502, (508)477-9555 330024, Clayton Turnbull, 841 Morton St Exxon Station, Mattapan, MA, 02126 2453, (617)298-0428 302840, Clayton Turnbull, 1514 Blue Hill Ave, Mattapan, MA, 02126 1746, (617)298-2800 310234, Jose Sardinha, 23 County Rd, Mattapoisett, MA, 02739 1577, (508)758-3177 342642, Danny Costa, 5 Waltham St, Maynard, MA, 01754 2417, (978)897-3854 301941, Vincent Leo, 364 Boston Ave, Medford, MA, 02155 5320, (781)395-6857 330617, Vincent Leo, 2 And 4 Salem St Medford Square, Medford, MA, 02155, (781)396-5532 304202. Vincent Leo. 154 Main St. Medford. MA. 02155 4543. (781)395-9847 301631, Vals Donuts, Inc., 282 Mystic Ave, Medford, MA, 02155 6305, (781)395-9933 306848, Tonka Donuts, Inc., 486 High St, Medford, MA, 02155 3657, (781)488-3374 331445, Medford CPL, Inc., 93 Mystic Ave, Medford, MA, 02155 4613, (781)396-7578

336450. Helen D'Alelio. 7 Commercial Street. Medford. MA. 02155 4945. (781)396-5972 303455, Helen D'Alelio, 620 Fellsway, Medford, MA, 02155 4901, (781)395-9727 302654, Helen D'Alelio, 430 Salem St, Medford, MA, 02155 3344, (781)395-9302 310041, Helen D'Alelio, 3850 Mystic Valley Pkwy Meadow Glen Mall, Medford, MA, 02155 6901, (781)395-6233 338303, Helen D'Alelio, 30 Commercial St Stop & Shop, Medford, MA, 02155 4924, (781)391-5869 306272, Helen D'Alelio, 283 Middlesex Ave, Medford, MA, 02155 5056, (781)395-0941 337593, Central Baking Facility, LLC, 11 Commercial St Commissary, Medford, MA, 02155 4923, (781)396-1238 306103, Arthur Placido, 81a Main St Route 109, Medway, MA, 02053 1812, (508)533-2313 336477. Arthur Placido. 42 Summer St., Medway, MA, 02053. (508)533-2328 335677, Constantine G. Scrivanos, 470 Lynn Fells Pkwy, Melrose, MA, 02176 1814, (781)662-0647 300839, Constantine Scrivanos, 348 Main St, Melrose, MA, 02176 4623, (781)662-0744 331095, Carlos Placido, 4 Uxbridge Road, Mendon, MA, 01756 1002, (508)482-1990 338117, James Angiolillo, 26 Broad St, Merrimac, MA, 01860, (978)346-0692 337240, Methuen Cpl, Inc., 62 Broadway Cpl, Methuen, MA, 01844 3813, (978)975-0201 308229. Mark Cafua. 58 Broadway. Methuen. MA. 01844 3813. (978)681-8220 340051, Mark Cafua, 5 Ayers Village Rd, Methuen, MA, 01844 1203, (978)685-3748 308527, Mark Cafua, 464 Lowell St, Methuen, MA, 01844 2219, (978)681-8123 306105, Mark Cafua, 188 Haverhill St, Methuen, MA, 01844 3462, (978)688-8572 332861, Mark Cafua, 147 Pelham St, Methuen, MA, 01844 2060, (978)688-1199 336602, Gregory Cafua, 40 Jackson St, Methuen, MA, 01844, (978)688-5552 336060. Gregory Cafua, 163 Howe St., Methuen, MA, 01844, (978)794-3097 303466, Jose Sardinha, 3 E Grove St Corner Rte 105, Main St., Middleboro, MA, 02346 1820, (508)947-9794 340827, Jose Sardinha, 447 Wareham St., Middleboro, MA, 02346 3419, (508)946-0519 335039, Jose Sardinha, 47 Harding Street Route 44, Middleboro, MA, 02346, (508)946-1453 336762, Jose Sardinha, 565 W Grove St, Middleboro, MA, 02346 1419, (508)947-4144 339258, Alfredo Nicolau, 241 Maple St, Middleton, MA, 01949 1508, (978)646-0089 306798, Alfredo Nicolau, 260 S Main St, Middleton, MA, 01949 2436, (978)750-4649 330111, Alfredo Nicolau, 29 S Main St Richdale Convenience Store, Middleton, MA, 01949 2255, (978)762-0122 331845, Virginio Sardinha, 31 Main St, Milford, MA, 01757 2609, (508)473-6097 337869, Virginio Sardinha, 196 East Main St Stop & Shop, Milford, MA, 01757 2822, (508)478-8941 343217, Virginio Sardinha, 146 S. Main St, Milford, MA, 01757, (508)422-9771 342495, Virginio Jr Sardinha, 140 Medway Road, Milford, MA, 01757 2915, (508)478-1418 336463, Mary Sardinha, 350 East Main St, Milford, MA, 01757 2800, (508)473-6915 307989, Milford Donuts II Business Trust, 35 Medway Rd, Milford, MA, 01757 2902, (508)473-0276 300513, Milford Donuts Business Trust, 16 School St, Milford, MA, 01757 2013, (508)473-9884 340342, Michael Marino & Brian Marino, 100 Worcester Providence Tpk, Millbury, MA, 01527 2648, (508)865-4190 331872, Carlos Andrade, 871 Main St, Millis, MA, 02054 1619, (508)376-4938 340419, Constantine G. Scrivanos, 545 Adams St, Milton, MA, 02186, (617)298-0842 338658, Anthony Ventura, 153 Main St, Monson, MA, 01057 1320, (413)284-0422 330308, Maria Mello, 2a Wilson Rd, Nahant, MA, 01908 1017, (781)593-6826 337481, William Rianhard, Service Area 8e Milepost Travel Plaza, Natick, MA, 01760, (508)647-1022 306083, Natdun, LLC, 1362 Worcester St, Natick, MA, 01760 1514, (508)647-4822 337614. Mary Sardinha. 133 West Central St. Natick. MA. 01760. (508)653-0861 339761, John Boujoukos, 339 Speen St Home Depot, Natick, MA, 01760 1516, (508)653-4861 335434, John Boujoukos, 337 Worcester St, Natick, MA, 01760 2212, (508)650-0429 308553, John Boujoukos, 249 R. North Main St, Natick, MA, 01760 1107, (508)650-0580 336720, E. Central St. Donuts Business Trust, 50 East Central St, Natick, MA, 01760, (508)655-6734 343072, Constantine Scrivanos, 1245 Worcester St, Natick, MA, 01760, (508)650-3959 330422, Fernando Fernandes, 1203 Highland Ave, Needham, MA, 02494 3270, (781)449-2825 338665, Fernando Fernandes, 260 Chestnut St, Needham, MA, 02492, (781)453-0289 341634, Fernando Fernandes, 399 Great Plain Ave, Needham, MA, 02492 3735, (781)433-9989 306499, Yearly Grind, LLC, 807 Ashley Blvd, New Bedford, MA, 02745 2401, (508)985-3063 341381, William Daly, 951 Brock Ave, New Bedford, MA, 02744 1631, (508)993-5872 340882, William Dalv, 950 Kings Hwy, New Bedford, MA, 02745 4957, (508)998-8394 340501, William Daly, 450 Ashley Blvd, New Bedford, MA, 02745 5215, (508)995-0404 335807, William Daly, 3021 Acushnet Ave, New Bedford, MA, 02745 3619, (508)998-0846 301747, William Daly, 245 Coggeshall St, New Bedford, MA, 02746 1920, (508)992-6400

340802. William Dalv. 1750 Purchase St. New Bedford. MA. 02740 6821. (508)992-7836 300319, William Daly, 131 Nauset St, New Bedford, MA, 02746 1506, (508)997-3811 330291, Carlos Rodrigues Jr, 2095 Acushnet Ave, New Bedford, MA, 02745 6311, (508)995-5915 303469, Carlos Rodrigues Jr, 231 Union St, New Bedford, MA, 02740 5944, (508)997-3047 300264, Carlos Santos, 19 Rockdale Ave, New Bedford, MA, 02740 1072, (508)996-4520 306362, Monthly Grind, LLC, 1014 Kempton St, New Bedford, MA, 02740 1526, (508)992-5995 338059, Nelson Santos, 575 Dartmouth St Stop & Shop, New Bedford, MA, 02740, 337353, Sebastian Agapite, 53 Popes Island, New Bedford, MA, 02740 7257, (508)961-1407 339602, William Daly, 1091 Kempton St, New Bedford, MA, 02740 1530, (508)992-1386 300315, William Daly, 113 Conway St, New Bedford, MA, 02740 7208, (508)992-8899 345350, William Daly, 1169 Braley Rd, New Bedford, MA, 02745, (508)995-4936 332335, Downtown Donuts Inc, 62 State St Richdale Conv. Store, Newburyport, MA, 01950 6613, (978)465-6030 336030, Helena Sardinha, 167 State St, Newburyport, MA, 01950, (978)465-6696 304921, Manuel Sardinha, 70 Storey Ave, Newburyport, MA, 01950 3526, (978)462-2848 341569, Melissa Sardinha, 45 Storey Ave, Newburyport, MA, 01950, (978)462-4872 300259, Carlos Andrade, 940 Boylston St, Newton, MA, 02461 1504, (617)964-9819 304922, Carlos Andrade, 138 Needham St, Newton, MA, 02464 1506, (617)527-9489 335428, Carlos Andrade, 1148 Beacon St, Newton, MA, 02461, (617)964-6892 302620, Agnelo Chaves, 829 Washington St, Newton, MA, 02460 1625, (617)969-8991 300232, Agnelo Chaves, 401 Watertown St, Newton, MA, 02458 1112, (617)527-9688 332519, Agnelo Chaves, 38 Langlev Rd, Newton, MA, 02459 1918, (617)558-9358 330157, Agnelo Chaves, 2096 Commonwealth Ave, Newton, MA, 02466 1911, (617)964-0622 335876, Agnelo Chaves, 1250 Washington St, Newton, MA, 02465 2146, (617)527-8911 336442, Carlos Andrade, 1203 Walnut St, Newton Highlands, MA, 02461 1240, (617)964-5264 301868, Fotios Barounis, 134 Main St, Norfolk, MA, 02056 1417, (508)528-8853 341972, Jose Leal, 830 Curran Memorial Hwy Wal\*Mart, North Adams, MA, 01247 3960, (413)664-4004 301367, Leal Donuts, Inc., 5 Union St, North Adams, MA, 01247 3548, (413)662-2274 343279, Mark Cafua, 1503 Osgood St, North Andover, MA, 01845 1014, (978)688-3696 344717, Mark Cafua, 1000 Osgood St Unit B, North Andover, MA, 01845, (978)681-9962 310009, Gregory Cafua, 982 Osgood St Texaco Service Station Rt 125, North Andover, MA, 01845 1502, (508)681-9962 308848, Gregory Cafua, 733 Turnpike St Ste 9, North Andover, MA, 01845 6157, (978)975-0600 331411, Gregory Cafua, 535 Chickering Rd Richdale Convenience Store, North Andover, MA, 01845 2839, (978)557-1109 306733, Gregory Cafua, 129 Main St, North Andover, MA, 01845 2421, (978)794-0466 332048, Fernando Cafua, 701 Salem St, North Andover, MA, 01845 3111, (978)794-9411 337865, Christopher Andrade, 206 E. Washington St Stop & Shop, North Attleboro, MA, 02760, (508)695-1999 338203, Christopher Andrade, 388 Elm St, North Attleboro, MA, 02760 3304, (508)699-2951 343500, Eddie Andrade, 1470 South Washington St Wal Mart, North Attleboro, MA, 02760, 306506, Manuel Andrade, 412 N Washington St, North Attleboro, MA, 02760 1320, (508)695-0264 300925, Manuel Andrade, 544 S Washington St, North Attleboro, MA, 02760 3613, (508)695-6820 307510, Manuel Andrade, 999 S Washington St Emerald Square Mall Box 301, North Attleboro, MA, 02760 3619, (508)643-0577 335900, Natalia Costa, 80 Chelmsford Rd, North Billerica, MA, 01862, (978)667-8588 304648, Natalia Costa, 181 Boston Rd, North Billerica, MA, 01862 2320, (978)663-5377 336238, Donald Adie, 81 Tyngsboro Rd Rt 3a Mobil, North Chelmsford, MA, 01863 1322, (978)251-0696 345669, Timothy Cloe, 450 State Rd, North Dartmouth, MA, 02747 4308, (508)985-9742 330346, Konstantinos Frangakis, 420 Somerset Ave Route 138, North Dighton, MA, 02764 1810, (508)828-6765 302974, Jose Couto, 700 Depot St, North Easton, MA, 02356 0235, (508)230-0070 339598, Laurindo Lima, 25 Washington St, North Easton, MA, 02356 1010, (508)238-2455 302633, Laurindo Lima, 285 Washington St, North Easton, MA, 02356 1117, (508)230-8787 307713, Carlos Resendes, 634 N Falmouth Hwy Space 8, North Falmouth, MA, 02556 9998, (508)563-3325 337345, Charles Simon, 138 Southbridge Rd Route 20, North Oxford, MA, 01537 1205, (508)987-7162 341562. Francine Govostes. 751 E. Squantum St. North Quincy. MA. 02171 1257. (617)773-2810 301645, Carlos Resendes, 125 Hancock St, North Quincy, MA, 02171 1723, (617)328-3407 306232, Constantine Scrivanos, 13 Main St, North Reading, MA, 01864 2215, (978)664-9839 336684, Constantine Scrivanos, 293 Main St., North Reading, MA, 01864, (978)664-0821

- 337956, Constantine Scrivanos, 97 Main St Stop & Shop, North Reading, MA, 01864 2205, (978)664-4337
- 340075, James Angiolillo, 6 Washington St, North Reading, MA, 01864 2560, (978)664-5994
- 303454, Octavio Carvalho, 645 Bridge St, North Weymouth, MA, 02191, (781)335-9771
- 341881, Maria Constante, 506 Pleasant St, Northampton, MA, 01060 3919, (413)584-8701
- 343743, Joao Sardinha, 273 Main St, Northampton, MA, 01060, (413)387-6782
- 335543, Emanuel Sardinha, 375 King St, Northampton, MA, 01060, (413)585-0521
- 338302, Emanuel Sardinha, 228 King St Stop & Shop, Northampton, MA, 01060 2332, (413)584-9200
- 300663, Emanuel Sardinha, 132 King St, Northampton, MA, 01060 3227, (413)587-0161
- 301538, Constantine Scrivanos, 70 W Main St, Northborough, MA, 01532 1824, (508)393-9441
- 336802, Fred Lincoln, 246 E Main St, Norton, MA, 02766 2422, (508)285-7253
- 308711, Manuel Andrade, 175 Mansfield Ave Great Woods Mkt Place, Norton, MA, 02766 1331, (508)285-6963
- 330400, Manuel Andrade, 420 Old Colony Rd, Norton, MA, 02766, (508)223-4212
- 341282, Sebastian Agapite, 103 W. Main St, Norton, MA, 02766 1207, (508)286-5921
- 344718, Helder Garcia, 707 Main St, Norwell, MA, 02061, (781)659-7075
- 341401, Jose Couto, 10 Washington St, Norwell, MA, 02061, (781)878-0637
- 331687, Jose Couto, 45 Washington St, Norwell, MA, 02061 1715, (781)982-9492
- 338199, Jose Sardinha, 468 Washington St., Rte 53 Stop & Shop, Norwell, MA, 02061, (781)982-9876
- 337805, George Glaropoulos, 1415 Providence Hwy Stop & Shop, Norwood, MA, 02062 4619, (508)668-5928
- 336792, Diane Cavallo, 491 Walpole Street, Norwood, MA, 02062, (781)718-4971
- 340592, Carlos Andrade, 960 Providence Highway, Norwood, MA, 02062 4742, (781)769-9681
- 310197, Carlos Andrade, 145 Broadway, Norwood, MA, 02062 1802, (781)329-3544
- 301216, Carlos Andrade, 141 Nahatan St, Norwood, MA, 02062 4253, (781)762-9781
- 338716, Carlos Andrade, 1202 Providence Highway (Rt 1), Norwood, MA, 02062 5017, (781)551-0456
- 300218, Dinarte Pimental, 197 Onset Ave, Onset, MA, 02558, (508)295-0320
- 338118, John Nadreau, 167 Daniel Shays Hwy, Orange, MA, 01364 2019, (978)544-5554
- 331410, Elizabeth Whitehead, 136 Cranberry Highway Orleans Shopping Center #A1, Orleans, MA, 02653 3264, (508)240-0077
- 340684, George Zografos, 2110 Cranberry Cove Plaza Stop And Shop, Orleans, MA, 02653, (508)240-0077
- 344085, Salvi Couto, 792 Main St, Osterville, MA, 02655, (508)420-7398
- 301495, Dinart Serpa, 17 Sutton Ave, Oxford, MA, 01540 1753, (508)987-0417
- 310180, Anthony Ventura, 1144 Thorndike Street, Palmer, MA, 01069 1509, (413)283-7174
- 304937, Anthony Ventura, 1559 N Main St, Palmer, MA, 01069 1218, (413)284-0163
- 334700, Christine Doyle, 607 Pleasant St., Paxton, MA, 01612, (508)753-6426
- 341397, Rantoul Distribution, Inc, 0 Centennial Dr Cpl, Peabody, MA, 01960 7902, (978)531-0374
- 336294, Matoula Donuts, Inc., 527 Lowell St, Peabody, MA, 01960 1398, (978)535-5065
- 300325, Joao Couto, 3 Central St, Peabody, MA, 01960 4307, (978)531-9788
- 308605, Joao Couto, 162 Washington St, Peabody, MA, 01960 5929, (978)977-9177
- 330372, Galipim Bagel Donuts, Inc, 210 Andover St North Shore Mall, Peabody, MA, 01960 1600, (978)531-2712
- 302775, Glyfada Donuts, INC., 672 Lowell St, Peabody, MA, 01960 3600, (978)535-3217
- 336422, Constantine Scrivanos, 117 Newbury St (Rt 1 N), Peabody, MA, 01960, (978)536-2617
- 306822, Constantine Scrivanos, 108 Newbury St, Peabody, MA, 01960 3837, (978)535-2345
- 307964, John Cadete, 145 Church St Route 139 Mobil Station, Pembroke, MA, 02359 1917, (781)829-9063
- 335416, John Cadete, 155 Church St, Pembroke, MA, 02359, (781)826-8269
- 337852, John Cadete, Rt 139, North River Plaza Stop & Shop, Pembroke, MA, 02359, (508) 580-6695
- 330251, Jose Lordelo, 152 Center St, Pembroke, MA, 02359 2613, (781)293-3770
- 341053, Jose Lordelo, 355 Washington St, Pembroke, MA, 02359 2321, (781)829-8963
- 331332, Frank Catalano, 116 Main St #118, Pepperell, MA, 01463 1562, (978)433-9042
- 336893, Cafua Family Irrevocable Trust, 480 West Housatonic St, Pittsfield, MA, 01201 6633, (413)499-9288
- 336911, David Cafua, 1025 South Main St. Rt 7, Pittsfield, MA, 01201, (413)442-4267
- 341478, David Cafua, 425 East St, Pittsfield, MA, 01201 5305, (413)499-6082
- 330077, Fernando Cafua, 1653 North St, Pittsfield, MA, 01201 1568, (413)443-3600
- 300503, Fernando Cafua, 18 1st St, Pittsfield, MA, 01201 6212, (413)499-0371
- 330131, Fernando Cafua, 82 Dalton Ave, Pittsfield, MA, 01201 3504, (413)445-4588
- 307878, Fernando Cafua, 84 Dalton Ave, Pittsfield, MA, 01201 3504, (413)447-8999
- 302611, Plainville Donuts, Inc., 4 Taunton St, Plainville, MA, 02762 2135, (508)695-9945
- 337549, Christopher Andrade, 86a Washington St., Plainville, MA, 02762 2124, (508)695-1714
- 339382, Christopher Andrade, 86 Washington St. Cpl, Plainville, MA, 02762 2124, (508)695-1920

301429, Salvi Couto, 2300 State Rd, Plymouth, MA, 02360 5178, (508)888-0146 341687, John Cadete, 265 South Meadow Rd, Plymouth, MA, 02360, (508)747-4929 345762, John Cadete, 23 Commerce Way, Plymouth, MA, 02360 7252, 336453, John Cadete, 134 Samoset Street, Plymouth, MA, 02360 4802, (508)732-9125 337820, John Cadete, 127 Samoset Street Stop & Shop, Plymouth, MA, 02360 4801, (508)746-1444 301622, Carlos Resendes, 709 State Rd Stop & Shop, Plymouth, MA, 02360 5103, (508)224-1566 341984, Carlos Resendes, 321 Court St, Plymouth, MA, 02360 4336, (508)747-3127 343461, Carlos Resendes, 275 A Sandwich St Oncology Dept Ground FI Jordon, Plymouth, MA, 02360 2183, (508)830-2070 336505, Carlos Resendes, 160 South St, Plymouth, MA, 02360, (508)747-8133 303484, Carlos Resendes, 15 Main Street Ext Suite 6, Plymouth, MA, 02360 3383, (508)746-2658 339623, Carlos Resendes, 131 Commerce Way, Plymouth, MA, 02360, (508)732-9908 336899, Carlos Resendes, 11 Long Pond Rd., Plymouth, MA, 02360, (508)746-4766 308468, Carlos Resendes, 109 Court St Mobil Station, Plymouth, MA, 02360 3805, (508)746-9131 335954. Salvi Couto. 688 Mac Arthur Blvd/Rt 28. Pocasset. MA. 02559. (508)564-7215. 302693, Paul Govostes, 550 Adams St, Quincy, MA, 02169 1321, (617)786-8339 310163, Octavio Carvalho, 825 Southern Artery, Quincy, MA, 02169 5732, (617)472-0752 300255, Octavio Carvalho, 543 Southern Artery, Quincy, MA, 02169 4610, (617)472-9502 337821, Octavio Carvalho, 495 Southern Artery Stop & Shop, Quincy, MA, 02169 4610, (617)773-9013 302944, Octavio Carvalho, 366 Centre St, Quincy, MA, 02169 7538, (617)376-4764 304350. Octavio Carvalho. 1462 Hancock St. Quincy. MA. 02169 5203. (617)786-9817 301903, Octavio Carvalho, 1250 Hancock St # 1, Quincy, MA, 02169 4339, (617)376-2537 339600, Octavio Carvalho, 100 Granite St, Quincy, MA, 02169 5006, (617)328-6045 303462, Kevin Donovan, 95 Franklin St, Quincy, MA, 02169 7823, (617)472-9240 336667, Kevin Donovan, 65 Newport Ave / Dunkin' Donut Stop & Shop, Quincy, MA, 02169, (781)982-9580 339861, Kevin Donovan, 485 Centre St Home Depot, Quincy, MA, 02169 7530, (617)328-6135 338201, Jose Sardinha, 243 Quincy Ave, #227, Quincy, MA, 02169 6754, (617)328-1052 308256, Jose Sardinha, 114 Whitwell St Quincy City Hospital, Quincy, MA, 02169 1870, (617)479-5476 306820, John Cadete, 687 Hancock St, Quincy, MA, 02170 2837, (617)773-8742 335586, Fast Foods And Restaurants, Inc., 360-364 Sea Street, Quincy, MA, 02169, (617)328-1498 307460, Jose Couto, 39 Warren St Blockbuster Plaza, Randolph, MA, 02368 4015, (781)963-9753 336423, Jose Couto, 1375-1395 N Main St., Randolph, MA, 02368, (781)961-8646 300310, Jose Couto, 1225 N Main St, Randolph, MA, 02368 2041, (781)963-9752 337350, Jose Couto, 105 Mazzeo Drive, Randolph, MA, 02368, (781)986-2579 335697, Aaron Mello, 290 Broadway, Raynham, MA, 02767 1414, (508)823-4630 335041, Fred Lincoln, 1701 Broadway, Raynham, MA, 02767 1940, (508)977-9400 331177, Richard Mello, 1023 Broadway (Rte 138) Exxon Station, Raynham, MA, 02767, (508)828-9868 300813, Sebastian Agapite, 1470 New State Hwy, Raynham, MA, 02767 5106, (508)821-3271 337814, Stop & Shop Supermarket Company, LLC, 36 New State Hwy Stop & Shop, Raynham, MA, 02767 1401, (508)824-8800 338153, Frank Pino, 4 West St, Reading, MA, 01867 3765, (781)944-3744 302675, Constantine Scrivanos, 454 Main St, Reading, MA, 01867 3140, (781)944-9799 302940. Constantine Scrivanos. 273 Salem St. Reading. MA. 01867 1961. (781)944-2340 344172, Aristidis Scrivanos, 110 Main St, Reading, MA, 01867, (781)942-0913 308375, Roger Deslauriers, 227 Winthrop St, Rehoboth, MA, 02769 2601, (508)252-3566 342603, William Caso, 300 Ocean Avenue, Revere, MA, 02151, (781)289-5250 300694, Salvi Couto, 145 Broadway, Revere, MA, 02151 5303, (781)286-9099 331126, Jose Couto, 649 Squire Rd #655, Revere, MA, 02151 1866, (781)284-9712 303857, Jose Couto, 35 Squire Rd, Revere, MA, 02151 1307, (781)284-9777 338796, Jose Couto, 30 Squire Rd, Revere, MA, 02151 1314, (781)289-3191 332501, Helen D'Alelio, 5 Bennington St, Revere, MA, 02151 5508, (781)286-9287 330494, Gary D'Alelio, 90 American Legion Highway, Revere, MA, 02151, (781)485-1749 336711, Gary D'Alelio, 555 North Shore Rd, Revere, MA, 02151 4703, (781)485-5900 337893. Garv D'Alelio. 540 Squire Rd Stop & Shop. Revere. MA. 02151 1863. (781)286-2200 302983, G. Francis Rizzo, Squire Rd Mobil, Revere, MA, 02151, (781)324-9625 331010, Delmiro Correia, 345 Bennett Hwy Route 1 Northbouond Shell Station, Revere, MA, 02151 1133, (781)324-5164

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301217. Constantine Scrivanos, 477 Beach St Corner Of Shirley Ave. Revere, MA. 02151 2615. (781)284-9815 336949, Constantine Scrivanos, 425 Revere Beach Blvd, Revere, MA, 02151 4705, (781)286-4000 337806, Constantine Scrivanos, 151 Vfw Pkwy Stop & Shop, Revere, MA, 02151 2509, (781)485-0015 342648, John Cadete, 165 Market St, Rockland, MA, 02370, (781)871-0769 304399, John Cadete, 21 E Water St, Rockland, MA, 02370 1826, (781)878-1930 339762, Laurindo Lima, 1149 Hingham St Home Depot, Rockland, MA, 02370 1096, (781)982-3189 335573, Laurindo Lima, 851 Hingham St, Rockland, MA, 02370, (781)878-2748 300179, Deodato Braga, 17 Railroad Ave, Rockport, MA, 01966 1463, (978)546-1603 300660. Roslindale Donuts. Inc., 4165 Washington St. Roslindale, MA, 02131 1718, (617)323-9851 331832, Jose Couto, 684 American Legion Hwy, Roslindale, MA, 02131 3902, (617)524-3853 332247, Jose Couto, 4610 Washington St, Roslindale, MA, 02131 4832, (617)363-0086 336006, Dinart Serpa, 148 Newburyport Turnpike, Rowley, MA, 01969 2105, (978)948-7037 332940, Clayton Turnbull, 1350 Tremont St Reggie Lewis Track, Roxbury, MA, 02120 3447, (617)541-5301 342151, Clayton Turnbull, 15 Allerton St Suite 3, Roxbury, MA, 02119 2901, (617)541-1911 342180, Clayton Turnbull, 1926 Columbus Ave, Roxbury, MA, 02119, (617)427-6934 304354, Clayton Turnbull, 2360 Washington St, Roxbury, MA, 02119 3215, (617)427-2800 330311, Steven Goddess, Boston Medical Center 850 Harrison Ave, Roxbury, MA, 02118 2905, (617)247-0745 339906, Clayton Turnbull, 1620 Tremont St Stop & Shop, Roxbury Crossing, MA, 02120 1613, (617)232-3572 337049, Christine Doyle, 222 Barre/Paxton Rd, Rutland, MA, 01543, (508)886-2147 335560, Christine Doyle, 255 Main Street, Rutland, MA, 01543, (508)886-0294 342930, Marv Ann Coletta, 429 Highland Ave, Salem, MA, 01970, (978)744-2323 342543, Mardio Donuts, LLC, 352 Lafayette St Mercier Hall Salem State College, Salem, MA, 01970, (978)745-1859 340958, Claudio Santos, 450 Highland Ave Wal\*Mart, Salem, MA, 01970 1765, (978)744-0696 308821, Claudio Santos, 272 Highland Ave Tri-City Plaza, Salem, MA, 01970 1832, (978)744-6003 340126, Claudio Santos, 248 Highland Ave, Salem, MA, 01970 1842, (978)745-6110 307633, Claudio Santos, 201 Canal St, Salem, MA, 01970 4510, (978)744-6935 301646, Charles Smith, 4 Paradise Rd, Salem, MA, 01970 4230, (978)744-9771 304216, Anthie Jackson, 68 Boston St, Salem, MA, 01970 1421, (978)741-1268 336455, Anthie Jackson, 282 Derby Street, Salem, MA, 01970 3635, (978)744-4771 300353, Anthie Jackson, 152 Washington St, Salem, MA, 01970 3508, (978)744-9888 332268, Anthie Jackson, 105 North St Sunoco Station, Salem, MA, 01970 2544, (978)745-5658 307435, Alfredo Nicolau, 31 Bridge St, Salem, MA, 01970 4107, (978)741-1353 301912, Constantine Scrivanos, 15 Lafayette Rd, Salisbury, MA, 01952 2044, (978)463-9338 331278, Constantine Scrivanos, 192 Elm St Route 110 Sunoco Station, Salisbury, MA, 01952 1808, (978)499-9551 338310, David Cafua, 61 Main St, Salisbury, MA, 01952 1217, (978)462-1189 302363, Salvi Couto, Rte 130 - Trade Winds Plz, Sandwich, MA, 02563, (508)888-7123 341138, Salvi Couto, 65d Route 6a Stop & Shop, Sandwich, MA, 02563 1896, (508)833-3288 345592, Salvi Couto, 336 Route 130, Sandwich, MA, 02563 2302, (508)833-0184 310210, Salvi Couto, 273 Cotuit Rd Mobil Station, Sandwich, MA, 02563 2428, (508)539-2716 301772, Salvi Couto, 111 Route 6a, Sandwich, MA, 02563 2017, (508)833-1970 310455, Tiberio Furtado, 86 Broadway #86t, Saugus, MA, 01906 1009, (781)941-2574 339767, Tiberio Furtado, 564 Broadway Home Depot, Saugus, MA, 01906 1904, (781)231-4752 300215, Tiberio Furtado, 533 Broadway, Saugus, MA, 01906 1991, (781)233-9831 336328, Tiberio Furtado, 42 Hamilton St, Saugus, MA, 01906 2239, (781)941-2270 300782, Tiberio Furtado, 339 Main St Village Park, Saugus, MA, 01906 3143, (781)233-0552 339015, Natdun, LLC, 508 Lincoln Ave, Saugus, MA, 01906 3849, (781)231-4961 337871, Jfa Donuts, LLC, 164 Main St Stop & Shop, Saugus, MA, 01906 3271, (781)231-5120 343523, Jennifer Furtado, 35 Lincoln Ave, Saugus, MA, 01906, (781)941-1462 304178, Delmiro Correia, 1204 Broadway, Saugus, MA, 01906 4107, (781)233-6398 339455, Delmiro Correia, 1201 Broadway Square One Mall, Saugus, MA, 01906 4177, (781)231-6825 340437, Ivo Garcia, 108 Front St., Scituate, MA, 02066 1316, (781)545-5345 337678, Ivo Garcia, 32 Driftway, Scituate, MA, 02066 4610, (781)544-3047 342038. Adam Coelho. 1180 Fall River Ave Wal\*Mart #2184. Seekonk. MA. 02771 5906. (508)336-5520 339862, Carlos Placido, 125 Highland Ave Stop & Shop, Seekonk, MA, 02771 5805, (508)336-2550 306035, Charles Coelho, 1200 Fall River Ave, Seekonk, MA, 02771 5928, (508)336-5530 343484, Charles Coelho, 1455 Fall River Ave, Seekonk, MA, 02771, (508)675-6515

336523, Charles Coelho, 4 Highland Ave, Seekonk, MA, 02771 5806, (508)336-0183 303474, Charles M. Coelho & Sons, Inc., 623 Fall River Ave, Seekonk, MA, 02771 5409, (508)336-2773 342381, Christopher Andrade, 1035 Newman Ave, Seekonk, MA, 02771 4431, (508)761-6670 332934, Carlos Andrade, 700 S Main St Shaw'S Plaza, Sharon, MA, 02067 2841, (781)784-0794 330897, Virginio Sardinha, 21 S Main St, Sherborn, MA, 01770 1434, (508)655-3461 339588, Steven Catalano, 2 Fredonian St, Shirley, MA, 01464, (978)425-9376 331324, George Cadette, 126 Hartford Pike Route 20, Shrewsbury, MA, 01545, (508)363-4760 340409, George Cadette, 866 Hartford Tpke, Shrewsbury, MA, 01545, (508)845-3910 300338. Shrewsbury Donuts Busi Trust. 118 Boston Tpke. Shrewsbury. MA. 01545 3601. (508)753-9831 310467, Shrewsbury Donuts Busi Trust, 307 Hartford Tpke, Shrewsbury, MA, 01545 4024, (508)753-4648 339355, Shrewsbury Donuts Business Trust, 36 Maple Ave, Shrewsbury, MA, 01545 2922, (508)842-6660 330306. Robert Mongeon, 1073 Grand Army Hwy, Somerset, MA, 02726 1202, (508)672-6731 337853, Robert Mongeon, 2756 County St, Somerset, MA, 02726 3919, (508)837-6415 340457, Robert Mongeon, 505 Gar Hwy, Somerset, MA, 02726 1286, (508)675-0145 341066, Robert Mongeon, 815 Grand Army Highway Stop & Shop, Somerset, MA, 02726 1204, (508)679-1373 300212, Thomas Leone, 76 Middlesex Ave, Somerville, MA, 02145 1106, (617)623-5820 344194, Thomas Leone, 709 McGrath Hwy HESS, Somerville, MA, 02145, (617)628-3871 341179, Thomas Leone, 498 Mystic Ave Stop & Shop, Somerville, MA, 02145, 304654, Thomas Leone, 220 Broadway, Somerville, MA, 02145 3015, (617)623-9194 342896, Michele D'Alelio Lawlor, 90 Washington St, Somerville, MA, 02143, (617)666-5085 302804, James Allen, 379 Alewife Brook Pky, Somerville, MA, 02144 1105, (617)718-0383 307082, Houman Baiany, 244 Elm St, Somerville, MA, 02144 2935, (617)623-9502 338737, Houman Baiany, 154 Highland Ave, Somerville, MA, 02143 1506, (617)625-0143 300572, Helen D'Alelio, 282 Somerville Ave, Somerville, MA, 02143 3414, (617)623-9703 308377, Helen D'Alelio, 14 Mcgrath Hwy Twin City Plaza, Somerville, MA, 02143 4505, (617)666-9131 302673, Epstein-Porter Trust, 519 Somerville Ave, Somerville, MA, 02143 3238, (617)628-3355 302531, Costa Spinos, 504 Broadway, Somerville, MA, 02145 2576, (617)623-9574 338150, Christopher Andrade, 1100 Newport Ave Home Depot, South Attleboro, MA, 02703 7033, 331321, John Gillespie, 75 Old Colony Ave, South Boston, MA, 02127 2404, (617)268-4075 301537, Steven Goddess, 22 W Broadway #24, South Boston, MA, 02127 1016, (617)464-1441 331424, Steven Goddess, 370 Dorchester Ave, South Boston, MA, 02127, (617)464-4001 337042, AC Russells Mills Inc., 550 Russells Mills Road, South Dartmouth, MA, 02748, (774)628-0005 338535, Yankee Donuts, Inc., 1 Greenfield Rd, South Deerfield, MA, 01373 9618, (413)665-3888 336702, DENNIS DONUTS BUSINESS TRUST, 485 Route 134 Suite L, South Dennis, MA, 02660, (508)760-2757 345338, George Zografos, 6 Enterprise Rd Unit 1 & 2, South Dennis, MA, 02660 3462, (508)394-9555 331503, John Salema, South Hadley Shopping Center Newton St, South Hadley, MA, 01075, (413)533-7988 345606, Mark Cafua, 15 Walnut Rd Suite E, South Hamilton, MA, 01982 1940, (978)468-0555 306180, Kevin Donovan, 1255 Main St, South Weymouth, MA, 02190 1515, (617)472-9240 341286, George Zografos, 436 Station Ave, South Yarmouth, MA, 02664 1208, (508)394-1141 301729, Salvi Couto, 1050 Route 28, South Yarmouth, MA, 02664 4127, (508)394-1161 332145, Salvi Couto, 1353 Route 28 Exxon Station, South Yarmouth, MA, 02664 4509, (508)394-1220 336196, Emanuel Sardinha, 136 College Highway, Southampton, MA, 01073 9363, (413)527-0384 331821. Constantine Scrivanos. 162 Cordaville Rd Town Ctr Plaza. Southborough. MA. 01772. (508)303-5740 340407, Natdun, LLC, 365 Turnpike Rd, Southborough, MA, 01772 1710, (508)481-0861 332926, Dinart Serpa, 386 East Main St., Southbridge, MA, 01550, (508)765-0442 301291, Dinart Serpa, 419-423 Main St, Southbridge, MA, 01550 3760, (508)765-2500 346295, Dinart Serpa, 736 Worcester St, Southbridge, MA, 01550 1385, (508)764-2150 300631, John Salema, 397 College Hwy, Southwick, MA, 01077 9706, (413)569-9144 342572, Peter Martins, 326 College Highway, Southwick, MA, 01077 9226, (413)569-9129 337048, Charles Simon, 353 Main St, Spencer, MA, 01562 1907, (508)885-0100 308610, Charles Simon, 72 W Main St Route 9, Spencer, MA, 01562 2621, (508)885-6637 300974, John Salema, 1918 Wilbraham Rd, Springfield, MA, 01129 1843, (413)783-1403 331964, John Salema, 350 Cottage Street Unit #1 Satellite, Springfield, MA, 01104 3297, (413)737-5905 330561. John Salema. 464 Breckwood Blvd. Springfield. MA. 01109 1345. (413)783-2741 335007, John Salema, 570 Sumner Avenue, Springfield, MA, 01108, (413)747-2296 331965, John Salema, 668 Liberty St, Springfield, MA, 01104 2420, (413)734-6470 338723, Lori Martins, 1211 East Columbus Ave, Springfield, MA, 01105 2554, (413)732-8147

338684, Lori Martins, 1218 State St, Springfield, MA, 01109 2729, (413)732-2754 340461, Lori Martins, 273 Hancock St, Springfield, MA, 01109 4352, (413)739-0568 338685, Lori Martins, 694 Page Blvd, Springfield, MA, 01104 3023, (413)731-1859 341356, Peter Martins, 1236 Main St, Springfield, MA, 01103 1906, (413)731-1401 337884, John Salema, 1600 Boston Post Rd Stop & Shop, Springfield, MA, 01109 1141, (413)543-1041 330238, John Salema, 1500 Main St Baystate Mall, Springfield, MA, 01115 0001, (413)781-9137 332981, John Salema, 1287 Page Boulevard, Springfield, MA, 01104, (413)746-1944 342345, John Salema, 1190 Boston Rd, Springfield, MA, 01119 1310, (413)783-7104 336213. John Salema. 119 Boston Rd. Springfield. MA. 01109 1703. (413)796-8251 338657, John Salema, 1122 Bay St, Springfield, MA, 01109 2427, (413)733-7485 335813, John Salema, 1037 St James Ave, Springfield, MA, 01104, (413)737-3025 304793, John Batista, 568 Belmont Ave, Springfield, MA, 01108 2442, (413)733-5193 331978, Elizabeth Silveira, 350 Cottage St, Springfield, MA, 01104 3274, (413)737-5905 307889, Alex Dasilva, 805 Main St, Springfield, MA, 01105 2317, (413)731-1401 308208, Alex Dasilva, 1776 Main St C/O Peter Pan Bus Terminal, Springfield, MA, 01103 1000, (413)747-3919 335032, Christine Doyle, 50 Leominster Rd, Sterling, MA, 01564, (978)422-0562 300251, Salvi Couto, 67 Main St, Stoneham, MA, 02180 3305, (781)438-9782 307468, Natalia Costa, 62a Montvale Ave, Stoneham, MA, 02180 3602, (781)279-4236 302676, Manuel Sardinha, 196 Main St, Stoneham, MA, 02180 1619, (781)438-9713 337795, Frank Pino, 259 Main St Stop & Shop, Stoneham, MA, 02180 3501, (781)438-3737 338977, Frank Pino, 128 Franklin St. Stoneham, MA, 02180 1878, (781)729-0302 341855, Carlos Andrade, 1516 Turnpike St Turnpike Plaza, Stoughton, MA, 02072 6011, (781)341-3536 301752, Carlos Andrade, Mobil Station, Cobb'S Corner, Stoughton, MA, 02072, (781)297-7079 330331, Jose Couto, 28 Dykeman Way, Stoughton, MA, 02072, (781)297-7496 308271, Jose Couto, 287 Park St, Stoughton, MA, 02072 3517, (781)297-7466 337043, Jose Couto, 3 Porter Street, Stoughton, MA, 02072, (781)344-0346 308508, Jose Couto, 372 Washington St Mobil Station, Stoughton, MA, 02072 1760, (781)341-0525 339584, Jose Couto, 438 Washington St, Stoughton, MA, 02072 4202, (781)344-9969 341676, Jose Couto, 871 Washington St, Stoughton, MA, 02072 2951, (781)341-0437 338096, Constantine Scrivanos, 117 Great Rd, Stow, MA, 01775 1191, (978)897-9843 338120, Danny Costa, 626 Great Rd, Stow, MA, 01775 1044, (978)897-4572 308333, Dinart Serpa, 120 Main St, Sturbridge, MA, 01566 1276, (508)347-2623 308806, Constantine Scrivanos, 378 Boston Post Rd, Sudbury, MA, 01776 3008, (978)440-9810 342033, David Mota, 303 Amherst Rd, Sunderland, MA, 01375, (413)665-0400 340083, Thomas Denesowicz, 27 Worcester Providence Tpke, Sutton, MA, 01590 2501, (508)865-6131 337787, Charles Smith, 450 Paradise Rd Stop & Shop, Swampscott, MA, 01907 1300, (781)248-7965 343806, Fred Lincoln, 1115 Gar Hwy, Swansea, MA, 02777, (508)324-1363 337590, Fred Lincoln, 262 Swansea Mall Dr/Unit 1330, Swansea, MA, 02777 4121, (508)646-0141 306720, Fred Lincoln, 814 G A R Hwy, Swansea, MA, 02777 4590, (508)678-2356 330645, Gregory Tetreault, 2345 G A R Hwy, Swansea, MA, 02777 3322, (508)379-1270 306427, Gregory Tetreault, 2368 G A R Hwy, Swansea, MA, 02777 3322, (508)379-9804 301671, Gregory Tetreault, 328 Wilbur Ave, Swansea, MA, 02777 2631, (508)676-6621 308472, Sebastian Agapite, 2 Mall Dr, Silver City Mall, Taunton, MA, 02780, (508)824-5790 310438, Sebastian Agapite, 19 Cape Hwy Rt 44, Taunton, MA, 02780 2703, (508)828-1446 307996, Roger Deslauriers, 5 Washington St, Taunton, MA, 02780 3918, (508)822-6936 301599, Richard Mello, 224 Broadway St, Taunton, MA, 02780 1816, (508)823-8347 303486, Michael Lincoln, 296 Winthrop St, Taunton, MA, 02780 4397, (508)822-3190 337155, Konstantinos Frangakis, 983 County St, Taunton, MA, 02780 6949, (508)821-4199 303482, Konstantinos Frangakis, 648 County St, Taunton, MA, 02780 3604, (508)824-9124 340697, Konstantinos Frangakis, 508 Middleboro Ave, Taunton, MA, 02718 1103, (508)509-1370 342645, Konstantinos Frangakis, 185 Weir Street, Taunton, MA, 02780 4230, (508)822-4322 304685, Blue Sky Associates, 2070 Bay St, Taunton, MA, 02780 1009, (508)828-1997 308830, Thomas Adie, 940 Andover St, Tewksbury, MA, 01876 1008, (978)640-6294 342605. Thomas Adie. 5 East St. Tewksburv. MA. 01876 1955. (978)851-3543 306673, Thomas Adie, 1973 Main St, Tewksbury, MA, 01876 2176, (978)851-7746 340366, Thomas Adie, 1785 Andover St, Tewksbury, MA, 01876 1129, (978)851-2165 304340, Thomas Adie, 1699 Shawsheen Rd Keri Plaza, Tewksbury, MA, 01876 1560, (978)640-7971

337343. Thomas Adie. 1220 Main Street. Tewksburv. MA. 01876 5108. (978)851-0419 340022, Dinart Serpa, 367 Boston St, Topsfield, MA, 01983 1541, (978)887-3335 308643, Frank Catalano, 28 Main St, Townsend, MA, 01469 1357, (978)597-6619 342296, Steven Catalano, 17 Elm St, Townsend, MA, 01469 1280, 978-597-0158 306761, Aristidis Scrivanos, 440 Middlesex Rd, Tyngsboro, MA, 01879 1070, (978)649-9398 335456, Carlos Placido, 10 Hartford Ave, Upton, MA, 01568, (508)529-9806 334763, Thomas Denesowicz, Lackey Dam Road Shall Gas Station, Uxbridge, MA, 01569, (508)476-2640 338978, Constantine Scrivanos, 318 Montvale Ave, WOBURN, MA, 01801 4648, (781)935-3873 332267. Jose Couto, 632 Main St. Wakefield, MA, 01880. (781)245-9701 300640, Jose Couto, 386 Main St, Wakefield, MA, 01880 5015, (781)224-1764 338811, Basilios Glaropoulos, 1425 Main St, Walpole, MA, 02081 1705, (508)660-6136 331773, Basilios Glaropoulos, 506 High Plain St. Walpole, MA, 02081 4227, (508)668-5928 337817, Basilios Glaropoulos, 550 Main St Stop & Shop, Walpole, MA, 02081 3707, (508)660-7483 340953, Basilios Glaropoulos, 550 Providence Hwy Wal\*Mart, Walpole, MA, 02081 4231, (508)668-5928 308321, Basilios Glaropoulos, 703 Main St. Walpole, MA, 02081 3717, (508)660-9818 307078, Bernard Djevalikian, Sr, 876a Lexington St, Waltham, MA, 02452 4849, (781)893-9880 340675, Natdun, LLC, 75 3rd Ave, Waltham, MA, 02451, (781)890-0482 342895, Nicholas Leo, 175 Forest St Bentley College Bentley College, Waltham, MA, 02452, (781)647-1219 340073, Randall Plante, 130 Lexington St, Waltham, MA, 02452, 307877, Randall Plante, 49 River St, Waltham, MA, 02453 8345, (781)891-5565 330407, Randall Plante, 53 Linden St. Waltham, MA. 02452 6117, (781)899-7742 337476, Randall Plante, 591 Moody St, Waltham, MA, 02453 0507, (781)899-7286 301722, Randall Plante, 859 Main St, Waltham, MA, 02451 8529, (781)893-8641 335018, Constantine Scrivanos, 15 Parkridge Rd, Ward Hill, MA, 01835 6902, (978)521-4552 343551, Anthony Ventura, 182 West St, Ware, MA, 01082, (413)967-7658 336194, Anthony Ventura, 139 West St, Ware, MA, 01082 1415, (413)967-4666 336558, Cape Cod Distributors, Inc., 17 Kendrick Rd, Wareham, MA, 02571 1077, (508)295-8964 336464, Dinarte Pimental, 195 Marion Rd, Wareham, MA, 02571, (508)295-6413 302723, Dinarte Pimental, 2360 Cranberry Hwy P.O. Box 760, Wareham, MA, 02571 0760, (508)291-2214 338097, Dinarte Pimental, 2505 Cranberry Hwy, Wareham, MA, 02571 1002, (508)273-0162 303488, Dinarte Pimental, 419 Main St, Wareham, MA, 02571 2115, (508)295-4032 300498, Watertown Business Trust, 49 Mount Auburn St, Watertown, MA, 02472 3924, (617)924-9239 337793, Randall Plante, 700 Pleasant St Stop & Shop, Watertown, MA, 02472 2421, (617)923-3007 340033, Duarte Carvalho, 485 Arsenal St. Arsenal Mall, Watertown, MA, 02472, (617)924-9745 337870, Duarte Carvalho, 171 Watertown Street Stop & Shop, Watertown, MA, 02472 2571, (617)969-6410 310289, D & A Donuts Business Trust, 448 Main St, Watertown, MA, 02472 2245, (617)924-9512 300827, Coolidge Donuts Business Trust, 635 Mount Auburn St, Watertown, MA, 02472, (617)924-9721 330319, John Boujoukos, 15 E. Plain St, Wayland, MA, 01778 4917, (508)647-9931 300565, John Moniz, 128 Main St, Webster, MA, 01570 2211, (508)943-0566 308403, John Moniz, 137 E Main St(Exxon), Webster, MA, 01570 2211, (508)949-6970 336239, John Moniz, 144 Thompson Rd, Webster, MA, 01570 2036, (508)949-2027 303453, Kevin Donovan, 951 Worcester St, Wellesley, MA, 02482 3704, (781)235-9815 331381, Kevin Donovan, 12 Washington St, Wellesley, MA, 02481 1709, (781)431-7321 343336, John Boujoukos, 277 Linden St, Wellesley, MA, 02482, 331274, Salvi Couto, 2135 Iyanough Rd, West Barnstable, MA, 02668 1508, (508)362-0389 302987, Christine Doyle, 244 W Boylston St, West Boylston, MA, 01583 1797, (508)835-2821 335762, Jose Couto, 387 W Center St, West Bridgewater, MA, 02379, (508)588-0402 332134, Jose Couto, 506 W Center St Shell Station, West Bridgewater, MA, 02379 1530, (508)588-0409 341631, Jose Couto, 575 West Center St, West Bridgewater, MA, 02379, (508)427-0558 337681, Jose Couto, 9 North Main Street, West Bridgewater, MA, 02379 1734, (508)427-9351 342055, Gabriel Simon, 92 W. Main St, West Brookfield, MA, 01585, (508)867-7440 337976, Danny Costa, 1191 Main St, West Concord, MA, 01742 3047, (978)287-4100 302682, Carlos Andrade, 155 Spring St, West Roxbury, MA, 02132 4810, (617)323-9128 338721, Carlos Andrade, 1630 Vfw Parkway, West Roxbury, MA, 02132 5544, (617)325-4062 332135, Carlos Andrade, 5305 Washington St, West Roxbury, MA, 02132 6331, (617)327-6759 335679, Diane Cavallo, 1435-1445 Vfw Pkwy, West Roxbury, MA, 02132, (617)325-3106 344161, Joseph O'Donnell, 1305 Memorial Ave Eastern Expo Fairgrounds, W. Springfield, MA, (413)734-7632

337710. John Salema. 85 Memorial Ave. West Springfield. MA. 01089 4001. (413)734-7632 301031, John Salema, 44 Park St, West Springfield, MA, 01089 3319, (413)739-8577 310434, John Salema, 2068 Riverdale St, West Springfield, MA, 01089 1030, (413)739-1612 310431, John Salema, 1333 Westfield St, West Springfield, MA, 01089 3817, (413)746-0640 335176, Salvi Couto, 16 East Main St, West Yarmouth, MA, 02673, (508)862-0124 330349, Salvi Couto, 526 Rte 28 Main St, West Yarmouth, MA, 02673 4945, (508)862-0227 336018, William Rianhard, Mile 105 Mass Tpk Westboro Travel Plaza, Westborough, MA, 01581, (508)366-4207 337968, Natdun, LLC, 35 East Main St, Westborough, MA, 01581 1412, (508)871-0957 338739. Constantine Scrivanos. 166 Milk St. Westborough, MA. 01581 1156. (978)521-4552 330450, Brian Marino, 133 Turnpike Rd, Westborough, MA, 01581 2835, (508)898-9994 307416, Brian Marino, 124 Turnpike Rd Route 9, Westborough, MA, 01581 2804, (508)366-5784 331510. Emanuel Sardinha, 127 N Elm St. Westfield, MA, 01085 1612. (413)348-4811 300533, Emanuel Sardinha, 93 Main St, Westfield, MA, 01085 3138, (413)562-5913 301630, Emanuel Sardinha, Elm Street(Rt10&102 Mobil), Westfield, MA, 01085, (413)562-5913 336678, Joao Sardinha, 439 N Elm St, Westfield, MA, 01085, (413)562-9820 334728, Joao Sardinha, 475 South Hampton Rd, Westfield, MA, 01085 1329, (413)562-4124 344318, Joao Sardinha, 625 E. Main St, Westfield, MA, 01085, (413)562-4232 340584, Maria Constante, 20 Southwick Rd, Westfield, MA, 01085 4729, (413)562-6284 306233, Fernando Cafua, 160 Littleton Rd, Westford, MA, 01886 3106, (978)692-8359 337411, F & F Donuts, LLC, 179 Littleton Rd, Westford, MA, 01886, (978)392-1331 336124, Donald Adie, 500 Groton Rd, (Rt 40), Westford, MA, 01886, (978)454-0204 308528, Donald Adie, 223 Groton Rd Route 40, Westford, MA, 01886 1323, (978)692-8443 331160, Leominster Donuts Business Trust, 21 Village Inn Rd, Westminster, MA, 01473 1643, (978)874-5314 340488, Timothy Cloe, 175 State Rd, Westport, MA, 02790 3510, (508)985-9742 308234, Carlos Andrade, 115 Providence Hwy, Westwood, MA, 02090 1519, (781)320-9115 306106, Carlos Andrade, 208 Providence Hgwy Route 1, Westwood, MA, 02090 1908, (781)329-4566 301696, Carlos Andrade, 400 Washington St, Westwood, MA, 02090 1802, (781)329-3544 332757, Carlos Andrade, 915 High St, Westwood, MA, 02090 2736, (781)326-5091 304046, Octavio Carvalho, 162-180 Bridge St, Weymouth, MA, 02191 1022, (781)335-3860 330493, Jose Sardinha, 807 Washington St, Weymouth, MA, 02189 1535, (781)335-7748 300210, Jose Sardinha, 77 Washington St, Weymouth, MA, 02188 1783, (781)335-9650 331247, Jose Sardinha, 634 Middle St Shaw'S Plaza, Weymouth, MA, 02189 1130, (781)335-2388 341447, Jose Sardinha, 38 Winter St, Weymouth, MA, 02188 3305, (781)337-4526 338162, Helder Garcia, 1540 Commercial St, Weymouth, MA, 02189 3011, (781)337-9345 310474, Thomas Denesowicz, 1083 Providence Rd, Whitinsville, MA, 01588 2121, (508)234-8558 344184, Thomas Denesowicz, 1144 Providence Rd Hess, Whitinsville, MA, 01588, (508)234-8050 308661, Helder Garcia, 811 Bedford St, Whitman, MA, 02382 1105, (781)447-5197 331576, Helder Garcia, 281 Bedford St, Whitman, MA, 02382 1863, (781)447-3515 331420, Helder Garcia, 26 South Ave, Whitman, MA, 02382 2039, (781)447-3464 338726, Helder Garcia, 16 Davis Ave. (Rear), Whitman, MA, 02382 1821, (781)447-7817 332154, John Salema, 2144 Boston Rd, Wilbraham, MA, 01095 1177, (413)596-5787 343549, Joao Sardinha, 37 Main St, Williamsburg, MA, 01096, (413)268-7220 339981. Jose Leal. 361 Main St. Williamstown. MA. 01267 2931. (413)458-1877 302677, Jose Couto, 195 Main St, Wilmington, MA, 01887 2020, (978)658-5084 301773, Michael Quinn, 211 Lowell St, Wilmington, MA, 01887 3063, (978)988-0755 341481, Michael Quinn, 316 Lowell St, Wilmington, MA, 01887 3024, (978)657-8920 302695, Michael Quinn, 362 Middlesex Ave, Wilmington, MA, 01887 2121, (978)988-0144 343362, Michael Quinn, 586 Main Street, Wilmington, MA, 01887, (978)694-4076 301613, Wilmington Donuts, Inc., 321 Main St, Wilmington, MA, 01887 2716, (978)658-8344 300258, Dinart Serpa, 5 Central St, Winchendon, MA, 01475 1607, (978)297-2983 340210, John Nadreau, 93 Gardner Rd, Winchendon, MA, 01475 2106, (978)297-3445 303463, MCK Donuts, Inc., 797 Main St, Winchester, MA, 01890 1905, (781)721-5934 335542, Anthony Pesce, 538 Main St, Winchester, MA, 01890, (781)729-0897 337721. Helen D'Alelio. 20 Main St. Winthrop. MA. 02152 2714. (617)539-9059 337349, K.A. Skrivanos & C.G. Scrivanos, 230 Revere Street, Winthrop, MA, 02152 1006, (617)539-0685 340034, Rocco A. Leo 2004 Irrevocable Trust, 409 Main St, Woburn, MA, 01801 5030, (781)935-6668 336844, Michael Quinn, 100 Atlantic Ave, Woburn, MA, 01801, (781)932-3087

300277, Manuel Moniz, 185 Cambridge Rd, Woburn, MA, 01801 4718, (781)935-9847 342602, Frank Pino, 325 Washington St, Woburn, MA, 01801, (781)935-0055 303481, Frank Catalano, 880 Main St, Woburn, MA, 01801 1800, (781)932-0548 337804, Frank Catalano, 3 Elm St Stop & Shop, Woburn, MA, 01801, (781)935-0821 302678, Donna Pino, 344 Washington St, Woburn, MA, 01801 2117, (781)933-7907 340053, Anthony Pesce, 75 Main St., Woburn, MA, 01801 5617, (781)933-2213 335826, John Batista, 123 Summer St Worcester Medical Center, Worcester, MA, 01608, (508)797-1329 302817, John Batista, 1283 Main St, Worcester, MA, 01603 1831, (508)791-5053 304738, John Batista, 185 Madison St Exxon Station, Worcester, MA, 01610 2730, (508)757-3991 302739, John Batista, 295 Shrewsbury St, Worcester, MA, 01604 4623, (508)757-6168 343898, John Batista, 421-427 Main St, Worcester, MA, 01608, (508)791-5053 307104, John Batista, 60 S Ludlow St, Worcester, MA, 01603 1020, (508)753-0935 300250, John Batista, 610 Park Ave, Worcester, MA, 01605 2910, (508)753-9696 331894, John Batista, 67 W Boylston St, Worcester, MA, 01606 2043, (508)854-8011 343109. John Batista. 765 W. Bovlston St. Worcester. MA. 01606 3060. (508)595-0530 304459, John Batista, 845 Main St, Worcester, MA, 01610 1442, (617)753-9555 308665, Michael Marino, 107 Ward St, Worcester, MA, 01610 2174, (508)752-3350 343334, Michael Marino, 177 Southwest Cutoff, Worcester, MA, 01604 2709, (508)770-1700 340644, Brian Marino, 257 Providence St., Worcester, MA, 01607 1109, (508)792-0080 302772, Brian Marino, 263 Grafton St Citgo Station, Worcester, MA, 01604 4904, (508)754-0541 337958. Brian Marino. 949 Grafton St Stop & Shop. Worcester. MA. 01604 2003. (508) 792-1724 342612, Christine Doyle, 100 Institute Rd, Worcester, MA, 01609, (508)831-5693 337617, Christine Doyle, 211 Chandler St, Worcester, MA, 01609 2933, (508)798-8354 336932, Christine Doyle, 340 Grove St, Worcester, MA, 01605 3909, (508)363-4901 308380, Christine Doyle, 648 Chandler St, Worcester, MA, 01602 1755, (508)767-0341 343210, George Cadette, 104 Belmont St, Worcester, MA, 01605, (508)756-3274 336044, George Cadette, 310 Belmont St (Texaco Sta), Worcester, MA, 01604, (508)792-6103 304192, George Cadette, 490 Lincoln St, Worcester, MA, 01605 1920, (508)852-0953 343464, George Cadette, 543 Lincoln St, Worcester, MA, 01605, (508)852-5637 331317, George Cadette, 747 Plantation St, Worcester, MA, 01605 2039, (508)856-7160 336927, Kenneth Larson, 1048 South St Wrentham Village Outlets, Wrentham, MA, 02093 1537, (508)384-9617 306081, Manuel Andrade, 29 Franklin St, Wrentham, MA, 02093 1210, (508)384-9801 301768, Brian Fram, Rt 16, Albany, NH, 03818, (603)447-3642 300673, Constantine Scrivanos, 43 Allenstown Rd, Allenstown, NH, 03275 1815, (603)485-7255 330377, David Cafua, 50 S Main St, Alton, NH, 03809, (603)875-4500 340207, Kevin Andrade, 125 Route 101a, Amherst, NH, 03031 2210, (603)881-3307 341399, Kevin Andrade, 84 Route 101a Quickava, Amherst, NH, 03031 2212, (603)249-3306 337412, Antrim Donuts, LLC, 1 Concord Street, Antrim, NH, 03440 3901, (603)588-3344 340187, Chris Swanson, 158 Main St., Ashland, NH, 03217, (603)968-9083 308469, Antonio Quadros, 1 Hall Farm Rd, Atkinson, NH, 03811 2117, (603)362-5160 338018, Constantine Scrivanos, 392 Hooksett Rd, Auburn, NH, 03032 3911, (603)483-2104 308128, Carlos Andrade, 101 Route 101, Bedford, NH, 03110 5410, (603)472-9920 330379. Carlos Andrade. 206 S. River Rd In Ray's Country Store. Bedford. NH. 03110 6819. (603)668-0335 310033, Carlos Andrade, 470 Route 101 Mobil Station, Bedford, NH, 03110 5029, (603)471-0311 339732, Carlos Andrade, 8 Whtie Ave, Bedford, NH, 03110 5853, (603)668-6366 338985, Constantine Scrivanos, 96 Daniel Webster Hwy Belknap Mall, Belmont, NH, 03220 3045, (603)524-9663 330847, Robert Wolak, 918 Laconia Rd Rte 106, Belmont, NH, 03220, (603)267-8067 301733, Edward Wolak, 9 Green St, Berlin, NH, 03570 1926, (603)742-9576 332925, Floriano Couto, 154 King St, Boscawen, NH, 03303 2104, (603)796-2364 338638, Jane Quinn, 318 Summer St, Bristol, NH, 03222, (603)744-9495 340042, John Motta, 75 Route 13, Brookline, NH, 03033 2501, (603)673-8719 343803, Chris Swanson, 3 Tower Rd Rt 49, Campton, NH, 03223, (603)726-3010 341181, Brian Fram, 1150 Eastman Rd Shaw'S, Center Conway, NH, 03813, (603)356-5471 304746. Brian Fram. 3274 Main St Route 302 State Line Store. Center Conway. NH. 03813 4114. (603)447-2759 337626, Floriano Couto, 6 Horse Corner Rd, Chichester, NH, 03234 6013, (603)798-5477 339784, Constantine Scrivanos, 170 Charlestown Rd, Claremont, NH, 03743 3024, (603)542-0957

341974. Natdun, LLC, 14 Bowen St Wal\*Mart, Claremont, NH, 03743 2329. (603)542-2703 336410, Helder Garcia, 158 Main Street, Colebrook, NH, 03576 1009, (603)237-8585 300231, South Main Donuts, Inc., 121 S Main St, Concord, NH, 03301 4806, (603)224-2420 301649, Ruth Silverstein, 101 Loudon Rd, Concord, NH, 03301 5605, (603)225-9552 340222, Floriano Couto, 20 D'Amante Dr. Shaw'S, Concord, NH, 03301 5759, (603)223-0841 307538, Fernando Cafua, 98 Fisherville Rd, Concord, NH, 03303 2086, (603)228-2952 338177, Fernando Cafua, 333 Loudon Rd, Concord, NH, 03301 6056, (603)223-6621 308656, Fernando Cafua, 270 Loudon Rd, Concord, NH, 03301 8005, (603)224-8650 307516. Coralia Couto. 62 Manchester St. Concord. NH. 03301 5108. (603)225-5459 308401, Coralia Couto, 417 S Main St Exxon Station, Concord, NH, 03301 3467, (603)226-3507 343847, Coralia Couto, 196 N. Main St, Concord, NH, 03301, (603)226-0126 339706, Natdun, LLC, 160 Rockingham Rd, Derry, NH, 03038 4521, (603)437-0736 341176, Antonio Travassos, 55 Crystal Ave Shaw'S, Derry, NH, 03038 1702, (603)421-9906 301592, Antonio Travassos, 5 Crystal Ave, Derry, NH, 03038 2415, (603)432-9797 342043. Antonio Travassos. 30 Manchester Rd Wal\*Mart #1753. Derrv. NH. 03038 3005. (603)434-5508 330320, Antonio Travassos, 2 Ashleigh Dr Texaco Station, Derry, NH, 03038 3054, (603)434-2319 340696, Antonio Salema, 1 Long Hill Rd, Dover, NH, 03820 6230, (603)749-0707 300269, Antonio Salema, 526 Central Ave, Dover, NH, 03820 3468, (603)742-9576 340223, Antonio Salema, 851 Central Ave Shaw'S, Dover, NH, 03820, (603)740-1498 300977, Antonio Salema, 890 Central Ave, Dover, NH, 03820 2522, (603)749-6415 335988, Antonio Salema, Portland Rd Rt4, Dover, NH, 03820, (603)750-3150 345240, Jose Salema, 2 Dover Rd, Durham, NH, 03824, (603)868-5627 308783, Alan Daviduk, Sr., 6 Colby Corner Colby Corner Shopping Ctr. East Hampstead, NH, 03826 2511, (603)382-2869 342062, Alan Daviduk, Sr., 304 Sandown Rd Unit#2 Route 121a, East Hampstead, NH, 03826 5411, (603)329-6276 342025, Daniel Quadros, 786 Methodist Hill Rd, Enfield, NH, 03748, (603)448-8866 342955, Helder Garcia, 554 US Route 4, Enfield, NH, 03748 3516, (603)632-4223 338925, Antonio Salema, 7 Exeter Rd, Epping, NH, 03042 2214, (603)679-2319 302562, Antonio Salema, Route 125, Epping, NH, 03042, (603)679-5535 307156, Adelia Macaroco, 1918 Dover Rd Po Box 337, Epsom, NH, 03234 4132, (603)736-8221 301734, Antonio Salema, 61 Portsmouth Ave, Exeter, NH, 03833 2104, (603)778-8995 331840, Dinart Serpa, Rte 12 & 119 Mr Mikes Mobil, Fitzwilliam, NH, 03447, (603)585-7736 338007, Mark Cafua, 1400 Lake Shore Rd, Gilford, NH, 03249 2249, (603)528-1751 342215, Fernando Cafua, 63 Gilford East Dr, Gilford, NH, 03249 6551, (603)524-7182 301770, Brian Fram, Rte 16 & 302 Grant'S Plaza, Glen, NH, 03838, (603)383-6461 337152, Constantine G. Scrivanos, 100 Mast Rd, Goffstown, NH, 03045 2350, (603)497-4629 304317, Constantine Scrivanos, 2 S Mast St, Goffstown, NH, 03045 2193, (603)497-5338 306010, Constantine Scrivanos, 570 Mast Road, Goffstown, NH, 03045 5253, (603)623-4953 331981, Paul Wentworth, Sr., 213 Gonic Rd, Gonic, NH, 03839 4922, (603)335-3969 304682, Edward Wolak, 191 Main St, Gorham, NH, 03581 1630, (603)466-2979 343438, Edward Wolak, 551 Main St Wal-Mart, Gorham, NH, 03581 4901, (603)752-2941 339863. Natdun, LLC. Shaw Brook Rd Sawver Brook Plaza, Grantham, NH, 03753. (603)863-4718 334736, Antonio Salema, 381 Portsmouth Ave, Greenland, NH, 03840 2221, (603)436-1251 343073, Mark Cafua, 329 Derry St, HUDSON, NH, 03051, (603)595-4293 330362, Antonio Salema, 169 Ocean Blvd, Hampton, NH, 03842 3619, (603)929-5997 340910, Antonio Salema, 369 Lafayette Rd, Hampton, NH, 03842 2223, (603)926-6250 343120, Jose Salema, 395 Ocean Blvd Rt 1A, Hampton Beach, NH, 03842, (603)758-1340 339411, Constantine Scrivanos, 73 South Main St., Hanover, NH, 03755 2012, (603)643-3657 302948, David Quinn, 258 W Main St, Hillsboro, NH, 03244 5239, (603)464-4888 342040, Manuel Salema, 18 Georges Field Wal\*Mart #1907, Hinsdale, NH, 03451 2000, (603)256-6723 330307, John Motta, 2 Main St, Hollis, NH, 03049 6546, (603)465-9314 339121, Carlos Andrade, 28 W River Rd, Hooksett, NH, 03106 2624, (603)647-0477 304953. Constantine Scrivanos, 1284 Hooksett Rd. Hooksett, NH, 03106 1842. (603)623-9270 330916, Constantine Scrivanos, 1326 Hooksett Rd Shur Food Mart, Hooksett, NH, 03106 1842, (603)641-6215 342068, Natdun, LLC, 6 Bell Ave, Hooksett, NH, 03106 1036, (603)623-1475

337630, Natdun, LLC, 90 West River Road, Hooksett, NH, 03106 2615, (603)647-0754

345602. Mark Cafua. 74 Lowell Rd. Hudson. NH. 03051 4802. (603)880-8333 304868, Fernando Cafua, 88 Derry Rd, Hudson, NH, 03051 3705, (603)880-4334 302867, Fernando Cafua, 223 Lowell Rd, Hudson, NH, 03051 4909, (603)881-5574 336755, David Quinn, 80 Peterborough St, Jaffrey, NH, 03452 6806, (978)681-9667 300425, Manuel Salema, 191 West St, Keene, NH, 03431 3365, (603)352-2251 339446, Manuel Salema, 30 Production Ave Cpl, Keene, NH, 03431, (603)352-1111 303532, Manuel Salema, 364 Winchester St, Keene, NH, 03431 3936, (603)357-0263 339885, Manuel Salema, 410 West St, Keene, NH, 03431 2447, (603)352-1111 339279. Barbara Hall, 126 Route 125. Kingston, NH, 03848 3538, (603)642-7588 330249, Barbara Hall, 53 Church St Carriagetown Plaza, Kingston, NH, 03848 9998, (603)642-8355 300279, Mark Cafua, 369 S Main St, Laconia, NH, 03246 3723, (603)524-5010 306908. Mario Sardinha, 1091 Union Ave, Laconia, NH, 03246 2115. (603)528-6405 342382, Fernando Cafua, 36 Endicott St, Laconia, NH, 03246 9996, (603)366-9370 308880, Helder Garcia, 196 Main Street, Lancaster, NH, 03584 4020, (603)788-4033 310156, Antonio Salema, 56 Concord Rd, Lee, NH, 03824 6629, (603)868-7943 346017, Chris Swanson, 44 Main St Kancamangus Highway, Lincoln, NH, 03251, (603)745-2010 307680, Helder Garcia, 148-150 Main St, Littleton, NH, 03561 4014, (603)444-0520 341473, Helder Garcia, 615 Meadow St Wal\*Mart #2681, Littleton, NH, 03561 3624, (603)444-7474 337627, Natdun, LLC, 201 Rockingham Rd, Londonderry, NH, 03053, (603)421-2845 339298, Jose Correia, 41 Nashua Rd., Londonderry, NH, 03053 3405, (603)437-1612 306554, Jose Correia, 1 Mohawk Dr. Londonderry, NH, 03053 3759, (603)434-8542 300358, Antonio Travassos, 137 Rockingham Rd, Londonderry, NH, 03053 2211, (603)437-0550 331827, Antonio Travassos, 12 Nashua Road, Londonderry, NH, 03053 3315, (603)437-3567 344739, Fernando Cafua, 214 Rt 106 South, Loudon, NH, 03307 0821, (603)798-5025 339262, Natdun, LLC, 78 Sheffield St., Manchester, NH, 03103 2315, (603)641-3975 341400, Natdun, LLC, 2297 Brown Ave Quikava, Manchester, NH, 03103 6813, (603)695-6746 341732, Natdun, LLC, 1 Elliot Way Elliot Hospital, Manchester, NH, 03103 3502, (603)647-1623 344450, Kevin Andrade, 100 McGregor St Catholic Memorial Hospital, Manchester, NH, 03108, (603)624-0199 339846, Constantine Scrivanos, Mall Of NH F109-A 1500 S. Willow St., Manchester, NH, 03103, (603)644-3428 300420, Constantine Scrivanos, 921 Beech St, Manchester, NH, 03104 2501, (603)623-9923 330644, Constantine Scrivanos, 887 Hanover St Shell Gas Station, Manchester, NH, 03104 5419, (603)627-8825 339202, Constantine Scrivanos, 855 Candia Rd, Manchester, NH, 03109 5201, 339652, Constantine Scrivanos, 777 South Willow St Stop & Shop, Manchester, NH, 03103 4036, 344388, Constantine Scrivanos, 25 Lakeside Dr Lakeside & Rt 25B, Manchester, NH, 03104 5802, (603)668-3981 310132, Constantine Scrivanos, 2445 Brown Ave, Manchester, NH, 03103 6836, (603)644-5166 336451, Constantine Scrivanos, 1932 Wellington Road, Manchester, NH, 03104 4726, (603)647-9268 336577, Constantine Scrivanos, 1932 South Willow Street, Manchester, NH, 03103, (603)622-5715 302021, Constantine Scrivanos, 1265 S Willow St Sunoco Sta, Manchester, NH, 03103 4032, (603)641-9991 302949, Constantine Scrivanos, 1022 S Willow St, Manchester, NH, 03103 4020, (603)669-2549 338017, Constantine Scrivanos, 1015 Elm Street, Manchester, NH, 03101 1807, (603)624-8658 345808, Constantine Scrivanos, 1 Airport Rd Post Security, Manchester, NH, 03103 7450, (603)623-1607 338472, Constantine Scrivanos, 1 Airport Rd Manchester Airport Atruim, Manchester, NH, 03103, (603)622-0712 300591, Clement Medeiros, 216 Elm St, Manchester, NH, 03101 2716, (603)622-0998 343458, Clement Medeiros, 1602 Elm St, Manchester, NH, 03101, (603)628-3681 304957, Carlos Andrade, 947 2nd St, Manchester, NH, 03102 5215, (603)625-6277 301214, Carlos Andrade, 4 N. Main Street, Manchester, NH, 03102 4026, (603)627-4993 330040, Carlos Andrade, 245 Eddy Rd, Manchester, NH, 03102 3232, (603)641-2299 335825, Carlos Andrade, 100 Eddy Rd, Manchester, NH, 03102 3225, (603)647-2755 310393, Robert Wolak, 55 Nh Rte 25, Meredith, NH, 03253, (603)279-4936 341173, Michelle Motta-DeLeon, 570 Daniel Webster Hwy Shaw's, Merrimack, NH, 03054, (603)429-1087 343374, John Motta, 7 Continental Blvd, Merrimack, NH, 03054, 304756, John Motta, 514 Daniel Webster Hwy, Merrimack, NH, 03054 3711, (603)886-0961 310010, John Motta, 308 Daniel Webster Hwy, Merrimack, NH, 03054 4115, (603)429-9929 336590. Carlos Andrade. 725 Milford Road. Merrimack. NH. 03054 4611. (603)821-5333 336697, Attom Donuts, Inc., 42 Daniel Webster Hwy, Merrimack, NH, 03054 4820, (603)886-7126 303535, Carlos Andrade, 143 Elm St, Milford, NH, 03055 4757, (603)672-6328 307570, Carlos Andrade, 556 Nashua St, Milford, NH, 03055 4916, (603)672-3744

- 310276. Robert Perkins. 764 Elm St. Milford. NH. 03055 3105. (603)672-8110
- 340938, Bobco-Moultonboro, LLC, 70 Whittier Highway Nr Rt 25 & 25b Unit 1, Moultonborough, NH, 03254, (603)253-8068
- 341423, Kevin Andrade, 543 Amherst St Quickava, Nashua, NH, 03063, (603)881-3307
- 303533, Joseph Carvalho, 300 Main St Globe Plaza, Nashua, NH, 03060 4627, (603)883-9443
- 343809, Joseph Carvalho, 299 Main St Shaws, Nashua, NH, 03060, (603)578-1382
- 344974, John Motta, 727 Manhattan Ave, Nashua, NH, 03062 3041,
- 310006, John Motta, 264 Main Dunstable Rd, Nashua, NH, 03062 1902, (603)881-8744
- 301404, John Motta, 260 Amherst St, Nashua, NH, 03063 1704, (603)889-7800
- 335574. John Motta. 190 Amherst St. Nashua. NH. 03060. (603)880-5352
- 300590, JSC Donuts, Inc., 42 Main St, Nashua, NH, 03060 2717, (603)889-9500
- 338939. Constantine Scrivanos, 315 West Hollis St. Nashua, NH, 03060 3036, (603)883-0672
- 339698, Constantine Scrivanos, 310 Daniel Webster Hwy Pheasant Lane Mall Unit W225, Nashua, NH, 03060,
- 336790, Constantine Scrivanos, 242 Daniel Webster Highway, Nashua, NH, 03060 5711, (603)888-4154
- 340224, Constantine Scrivanos, 213 Daniel Webster Highway Shaw'S, Nashua, NH, 03060 5535, (603)888-8962
- 300976, Constantine Scrivanos, 109 Daniel Webster Hwy, Nashua, NH, 03060 5224, (603)891-9674
- 300254, Constantine G. Scrivanos, 103 Broad St, Nashua, NH, 03060 2050, (603)883-2048
- 336789, Carvalho Donuts, Inc, 119 East Hollis St., Nashua, NH, 03060 6361, (603)881-9006
- 304339, Carlos Andrade, 471 Amherst St, Nashua, NH, 03063 1232, (603)880-8449
- 336573, Bobco-Moultonboro, LLC, 319 Nh Route 104, New Hampton, NH, 03256 4219, (603)744-5158
- 343457, Helder Garcia, 217 Main St, New London, NH, 03257, (603)526-4644
- 332503, Antonio Salema, 50 Fox Run Rd Fox Run Mall, Ste 37, Newington, NH, 03801, (603)433-6812
- 300612, Constantine Scrivanos, Elm Street @Rte 11 & 103 John Stark Highway, Newport, NH, 03773 0377, (603)863-2776
- 337608, Brian Fram, 1946 White Mountain Hwy, North Conway, NH, 03860 5147, (603)356-5676
- 342046, Brian Fram, 46 North South Rd, North Conway, NH, 03860 5122, (603)356-0130
- 306161, Antonio Salema, 42 Lafayette Rd, North Hampton, NH, 03862 2404, (603)964-8856
- 332859, Barbara Hall, 546 1st Nh Tpke Mobil Gas Station, Northwood, NH, 03261 3300, (603)942-8568
- 307848, David Cafua, Rt 16, Ossipee, NH, 03864, (603)539-3633 343339. Michael Quinn, 16 Wilton Road Rt 101, PETERBOROUGH, NH, 03458, (603)924-0902

310154, Gildas Bettencourt, Bridge Street - Pelham Plaza Route 38, Pelham, NH, 03076, (603)635-2163

- 341873, Floriano Couto, 16 Sheep Davis Rd, Pembroke, NH, 03275,
- 334799, David Quinn, 213 Concord St Rt 202, Northgate PI, Peterborough, NH, 03458, (603)924-9660
- 342338, CFI MANAGEMENT, LLC, 656 Suncook Valley Hwy Route 28, Pittsfield, NH, 03263 3605, (603)435-6488
- 335510, Alan Daviduk, Sr., 119 Plaistow Rd Route 125, Plaistow, NH, 03865 2811, (603)382-8087
- 300785, Alan Daviduk, Sr., 134 Newton Rd Unit #14, Plaistow, NH, 03865 2419, (603)382-0037
- 306391, Alan Daviduk, Sr., 74 Plaistow Rd., Plaistow, NH, 03865, (603)382-9243
- 307288, Chris Swanson, Route 25 Tenney Mountain Hwy, Plymouth, NH, 03264, (603)536-7622
- 306791, Michael Welsh, 1976 Woodbury Ave, Portsmouth, NH, 03801 3238, (603)431-9755
- 341847, Michael Welsh, 1600 Woodbury Ave Shaws Suite 28, Portsmouth, NH, 03801 3250, (603)430-9399
- 344793, Jose Salema, 2460 Lafayette Rd Wal Mart, Portsmouth, NH, 03801 5618, (941)925-7076
- 301407, Antonio Salema, 802 Lafavette Rd, Portsmouth, NH, 03801 5407, (603)436-9717
- 307396. Antonio Salema. 531 Islington St. Portsmouth. NH. 03801 4225. (603)431-7350
- 335863, Antonio Salema, 2875 Lafayette Rd, Portsmouth, NH, 03801 5917, (603)430-6055
- 330874, Antonio Salema, 199 Constitution Ave, Portsmouth, NH, 03801 5693, (603)430-9405
- 307804, Thomas Campbell, Sr., 7 Freetown Rd, Raymond, NH, 03077 2346, (603)895-4764
- 343896, Dinart Serpa, 1116 Cathedral Rd Rt 119 & Cathedral Rd, Rindge, NH, 03461, (603)899-3084
- 340154, Dinart Serpa, 242 Route 202, Rindge, NH, 03461, (603)899-9814
- 331162, Paul Wentworth, Sr., 95 Farmington Rd Gulf Station Route 11, Rochester, NH, 03867, (603)330-5160
- 302486, Paul Wentworth, Sr., 64 Milton Rd, Rochester, NH, 03868 8805, (603)330-0140
- 339726, Paul Wentworth, Sr., 64 Highland St, Rochester, NH, 03868 8529, (603)332-6742
- 339325, Paul Wentworth, Sr., 130 Washington St, Rochester, NH, 03839 5504, (603)330-0359
- 342237, Paul Wentworth, Sr., 116 Farmington Rd WalMart, Rochester, NH, 03867 4352, (603)330-0169
- 301354, Paul Wentworth, Sr., 111 S Main St, Rochester, NH, 03867 3125, (603)332-2326
- 308565, Antonio Quadros, 134 N Broadway Mobil Station, Salem, NH, 03079 2128, (603)898-8411
- 304412, Antonio Quadros, 15 S Broadway, Salem, NH, 03079 3005, (603)890-1050
- 336901, Antonio Quadros, 36-38 Lowell Street, Salem, NH, 03079, (603)890-9130

339725, Constantine Scrivanos, 99 Rockingham Park Blvd Mall @ Rockingham Park, Salem, NH, (603)898-5248 340424, David Cafua, 8 Stiles Rd, Salem, NH, 03079 2847, (603)893-2241 331925, Mark Cafua, 380 S. Broadway, Salem, NH, 03079, (603)898-2500 330226, Antonio Salema, 12 Ocean Blvd Coastal Gas, Seabrook, NH, 03874 4921, (603)474-7946 330194, Antonio Salema, 443 Lafayette Rd Po Box 2359 Route 1, Seabrook, NH, 03874 4540, (603)474-5303 336177, Antonio Salema, 720 Lafayette Rd., Seabrook, NH, 03874, (603)474-1136 339124, Constantine Scrivanos, 89 Whitehouse Rd, Somersworth, NH, 03878, (603)692-5683 306815, Paul Wentworth, Sr., 16a Tri City Plz, Somersworth, NH, 03878 1320, (603)742-1527 342907, Antonio Salema, 45-48 Portsmouth Ave (Rt 108) Frving Pan Lane, Stratham, NH, 03885, (603)658-0660 301677, Antonio Salema, 15 Portsmouth Ave, Stratham, NH, 03885 2520, (603)772-8394 341188, Antonio Salema, 104 Portsmouth Ave Shaw'S, Stratham, NH, 03885 2419, (603)772-5877 337408. Manuel Salema, 189 W Swanzev Road, Swanzev, NH, 03469 3410, (603)354-7700 331128, Manuel Salema, 47 Monadnock Highway Route 12 And Park, Swanzey, NH, 03431, (603)352-8793 310294, David Cafua, 1705 White Moutain Hwy, Tamworth, NH, 03886 4503, (603)323-7125 306971, Nicholas Rathosis, Rr 3, Tilton, NH, 03276 9700, (603)286-8929 340221, Nicholas Rathosis, 75 Laconia Rd Shaw'S, Tilton, NH, 03276, (603)286-2770 330358, Nicholas Rathosis, 65 Laconia Rd, Tilton, NH, 03276 9700, (603)286-2770 343192, Matoula Scrivanos, 39 East Main St Wal\*Mart Wal\*Mart, Tilton, NH, 03276, (603)286-8125 335512, Matt Donuts, Inc., 32 Rte 103 West, Warner, NH, 03278, (603)456-2080 341730, David Quinn, 427 S Stark Hwy, Weare, NH, 03281 5534, (603)529-5547 301616. Daniel Quadros, 12 Main St. West Lebanon, NH, 03784 1627, (603)298-8302 331966, Daniel Quadros, 191 S. Main St, West Lebanon, NH, 03784, (603)298-2900 341482, Daniel Quadros, 285 Plainfield Rd Wal\*Mart #2138, West Lebanon, NH, 03784 2029, (603)298-9711 335562, Helder Garcia, 8 Union St, Whitefield, NH, 03598, (603)837-8826 306564, Fernando Cafua, 98 Indian Rock Rd, Windham, NH, 03087 2013, (603)898-6060 339445, Mark Cafua, 57 Rockingham Rd, Windham, NH, 03087 1307, (603)898-0828 307849, David Cafua, 23 Center St, Wolfeboro, NH, 03894 4324, (603)569-9050 341913, Gary Cross, 155 Central St, Woodsville, NH, 03785 1204, (603)747-2111 308473, Joseph Prazeres, 258 County Rd, Barrington, RI, 02806 4523, (401)245-8910 340512, Christopher Prazeres, 467 Hope Street, Bristol, RI, 02809 1807, (401)253-4646 303709, Joseph Prazeres, 416 Metacom Ave, Bristol, RI, 02809 5110, (401)253-3496 337811, Joseph Prazeres, 605 Metacom Ave Stop & Shop, Bristol, RI, 02809 5131, (401)254-2525 341094, Joseph Prazeres, 8 Gooding Ave, Bristol, RI, 02809 2610, (401)253-5703 343493, James Lynch, 1452 Broncos Hwy Unit A-1, Burrillville, RI, 02826, (401)568-3628 300287, Arthur Medeiros, 542 Broad St, Central Falls, RI, 02863 2809, (401)722-4362 336952, Daniel Delprete, 3983 Old Post Rd, Charlestown, RI, 02813 2552, (401)364-0035 337788, Daniel Delprete, 900 Tiogue Ave Stop & Shop, Coventry, RI, 02816 6301, (401)823-1515 304231, Dolores Henderson, 800 Tiogue Ave, Coventry, RI, 02816 5808, (401)821-8703 343916, John Henderson, Sr., 851 Tiogue Avenue, Coventry, RI, 02816, (401)828-1692 300245, Norbert Zwiener, 630 Reservoir Ave, Cranston, RI, 02910 1625, (401)781-8837 308805, Norbert Zwiener, 189 Sockanosset Cross Rd, Cranston, RI, 02920 5548, (401)946-4180 306079, Manuel Andrade, 235 Atwood Ave, Cranston, RI, 02920 4047, (401)943-4410 341402. George Zwiener. 1111 Park Ave. Cranston. RI. 02910 3145. (401)944-2845 306476, Fatima Dutra, 900 Cranston St, Cranston, RI, 02920 7822, (401)944-9844 343821, Christopher Difanti, 480 Pontiac Ave, Cranston, RI, 02910, (401)781-3702 306989, Christopher Difanti, 283 Park Ave, Cranston, RI, 02905 1230, (401)461-6690 337151, Christopher Difanti, 1288 Oaklawn Avenue, Cranston, RI, 02920 2634, (401)384-6418 310246, Mario Morgado, 100 Mill St, Cumberland, RI, 02864 8415, (401)727-8876 310388, Manuel Andrade, 2077 Diamond Hill Rd, Cumberland, RI, 02864 5123, (401)333-8046 330246, Manuel Andrade, 20 Ann And Hope Way, Cumberland, RI, 02864 6923, (401)725-1921 302050, Manuel Andrade, 1700 Mendon Rd, Cumberland, RI, 02864 4817, (401)334-4207 336950, Demetrius Sampalis, 3781 Mendon Rd, Cumberland, RI, 02864 2118, (401)658-2484 332873, Daniel Delprete, Rt 2 & Division St, East Greenwich, RI, 02818, (401)885-3462 310232, David Batista, 2611 S County Trl. East Greenwich, RI, 02818 1727, (401)884-7065 331431, Frank Realejo, 720 Main St, East Greenwich, RI, 02818 3501, (401)884-9677 330528, 900 Corp, 900 Wampanoag Trl, East Providence, RI, 02915, (401)435-4536 300286, Aida Arruda, 235 Taunton Ave, East Providence, RI, 02914 3725, (401)434-9815

332263, Antonio Arruda, 3348 Pawtucket Av, East Providence, RI, 02771 5212, (401)438-5356 310193, Antonio Arruda, 484 Taunton Ave, East Providence, RI, 02914 1615, (401)431-0301 300547, E.P. Donuts, Inc., 2371 Pawtucket Ave, East Providence, RI, 02914 2915, (401)434-9747 339572, Frank Realejo, 561b South County Trail, Exeter, RI, 02822 3419, (401)267-0038 337799, Demetrius Sampalis, 446 Putnam Pike Stop & Shop, Greenville, RI, 02828 3027, (401)949-4800 308165, 1999 Corporation, 1999 Plainfield Pike, Johnston, RI, 02919 5707, (401)946-6810 306153, Borden Donuts, Inc, 602 Killingly St, Johnston, RI, 02919 4027, (401)351-7192 307211, Fourty-Four Donuts, Inc., 39a Putnam Pike, Johnston, RI, 02919 2029, (401)232-1270 344192, Guido Petrosinelli, 1789 Plainfield Pike HESS, Johnston, RI, 02919, (401)275-9778 307459, Guido Petrosinelli, 2738 Hartford Ave, Johnston, RI, 02919 1630, (401)934-1417 300535, Manuel Andrade, 1491 Atwood Ave, Johnston, RI, 02919 7704, (401)273-1180 330840. Manuel Andrade. 1680 Hartford Ave. Johnston. RI. 02919 3239. (401)351-6777 338793, David Batista, 120 Fortin Rd, Kingston, RI, 02881 1428, (401)783-7778 335537, Demetrius Sampalis, 629 George Washington Hwy, Lincoln, RI, 02865, (401)333-8206 306028, Guido Petrosinelli, 1600 Louisquisset Pike, Lincoln, RI, 02865 4506, (401)725-9490 331768, Guido Petrosinelli, 1600b Louisquisett Pike Unit 2, Lincoln, RI, 02865 4506, (401)725-9490 337274, Patrick Caine, 1319 Eddie Dowling Hwy, Lincoln, RI, 02865 5126, (401)765-0800 307375, Christopher Andrade, 536 E Main Rd, Middletown, RI, 02842 5216, (401)849-4516 300330, Christopher Andrade, 811 W Main Rd, Middletown, RI, 02842 6351, (401)849-7505 338407, David Batista, 91 Point Judith Rd Stop & Shop/Ste 24, Narragansett, RI, 02882 3469, (401)788-0047 336043. David Batista. 1189 Boston Neck Rd. Narragansett. RI. 02882. (401)789-0546 340448, Claudio Amaral, 955 Point Judith Rd, Narragansett, RI, 02882 5172, (401)789-7902 306498, Claudio Amaral, 94 Point Judith Rd, Narragansett, RI, 02882 3435, (401)782-4220 334771, Christopher Andrade, 194 Connell Hgwy, Newport, RI, 02840 1011, (401)849-9568 342705, Christopher Andrade, 199 Connell Highway Walmart, Newport, RI, 02840, (401)845-6600 340341, Christopher Andrade, 23 Americas Cup Ave, Newport, RI, 02840 3032, (401)848-0743 331819, Christopher Andrade, 7 Memorial Blvd, Newport, RI, 02840 3540, (401)848-7612 301224, Manuel Andrade, 137 Broadway St, Newport, RI, 02840 2743, (401)846-7745 330465, David Batista, 1241 Ten Rod Road, North Kingstown, RI, 02852 4118, (401)294-3112 335037, David Batista, 6166 Post Road, North Kingstown, RI, 02852, (401)886-5230 304272, David Batista, 6923 Post Rd, North Kingstown, RI, 02852 2702, (401)885-0854 337964, David Batista, 90 Frenchtown Rd Stop & Shop, North Kingstown, RI, 02852 1758, (401)884-9400 343063, Guido Petrosinelli, 1871 Mineral Spring Ave, North Providence, RI, 02904, (401)353-8020 341407, Guido Petrosinelli, 1588 Mineral Springs Ave, North Providence, RI, 02904 4023, (401)354-4310 304041, Guido Petrosinelli, 1484 Mineral Spring Ave, North Providence, RI, 02904 3129, (401)353-9768 330917, Guido Petrosinelli, 1132 Mineral Spring Ave, North Providence, RI, 02904 4104, (401)723-6425 337816, Guido Petrosinelli, 1128 Mineral Spring Ave Stop & Shop, North Providence, RI, 02904 (401)727-3400 336507, Demetrius Sampalis, 1789 Smith Street Cpl, North Providence, RI, 02911, (401)353-3111 300664, Demetrius Sampalis, 1755 Smith St, North Providence, RI, 02911 2325, (401)231-9620 302809, Daniel Delprete, 50 Admiral St, North Providence, RI, 02908 3204, (401)421-2840 339394, Alfredo Andrade, 1075 N Main St, North Providence, RI, 02904 5718, (401)831-7860 336929. Guido Petrosinelli. 1199 Chopmist Hill Rd. North Scituate. RI. 02857 1558. (401)647-2613 330325, Daniel Delprete, 941 Victory Hwy, North Smithfield, RI, 02896 7632, (401)769-1505 337801, Park Donuts, INC., 595 Smithfield Rd Stop & Shop, North Smithfield, RI, 02896 7226, (401)769-0112 332256, Fernando Vieira, 192 DIVISION ST, PAWTUCKET, RI, 02860 4334, (401)722-7334 338942, Park Donuts, INC., 1 South Main St, Pascoag, RI, 02859 3517, (401)568-0746 342100, Nelson Santos, 372 Cottage St, Pawtucket, RI, 02861 1604, (401)723-5878 307318, Manuel Andrade, 109 East St, Pawtucket, RI, 02860 1213, (401)726-6623 345054, John Justo, 727 East Ave, Pawtucket, RI, 02860 6184, (401)365-1617 300511, Guido Petrosinelli, 750 Mineral Spring Ave, Pawtucket, RI, 02860 3446, (401)727-1380 300297, Fernando Vieira, 81 Newport Ave, Pawtucket, RI, 02861 4107, (401)726-9745 330527, Fernando Vieira, 1414 Newport Ave, Pawtucket, RI, 02861 1855, (401)724-2412 330091, Fernando Vieira, 105 Cedar St, Pawtucket, RI, 02860 3904, (401)727-1651 330401, Christopher Andrade, 1113 Central Avenue, Pawtucket, RI, 02861 2223, (401)722-7177 307230, Carlos Santos, 337 Armistice Blvd, Pawtucket, RI, 02861 2329, (401)726-9801 345145, Arthur Medeiros, 465 Lonsdale Ave, Pawtucket, RI, 02860 1848, (401)721-0755 303708, Arthur Medeiros, 205 Dexter St, Pawtucket, RI, 02860 1907, (401)726-6501

304300. Alfredo Andrade, 421 Broadway, Pawtucket, RI, 02860 1342, (401)724-1800 303714, Arthur Medeiros, 3001 E Main Rd, Portsmouth, RI, 02871 4248, (401)683-9832 301877, Christopher Andrade, 1550 W Main Rd, Portsmouth, RI, 02871 1323, (401)682-1396 337245, Guido Petrosinelli, 141 West Minister St, Providence, RI, 02903 2017, (401)831-3234 340270, Guido Petrosinelli, 440 Smithfield Ave, Providence, RI, 02900 1546, (401)272-4832 345409, Guido Petrosinelli, 5515 Providence Place Mall, Providence, RI, 02903, (401)270-1243 310245, Guido Petrosinelli, 69 Empire St, Providence, RI, 02903 3217, (401)521-6964 310110, Guido Petrosinelli, 78 Dorrance St, Providence, RI, 02903 2210, (401)455-3625 345439. Guido Petrosinelli. 81 Washington St. Providence. RI. 02903 1820. (401)272-0374 330013, Manuel Andrade, 119 Atwells Ave, Providence, RI, 02909, (401)274-1130 335055, Manuel Andrade, 133 Gano Street, Providence, RI, 02906 3822, (401)831-9515 302876. Manuel Andrade, 51 Manton Ave, Providence, RI, 02909 3349. (401)621-7996 340317, Manuel Andrade, 579 Atwells Ave Unit 3 Bldg E, Providence, RI, 02909 2413, (401)751-6688 335767, Manuel Andrade, 818 Allens Ave, Providence, RI, 02900, (401)461-0264 333014. Manuel Andrade. 860 Elmwood Ave. Providence. RI. 02907 3615. (401)461-8647 342023, Ocean State Cpl, Inc., 40 Jordan St Cpl, Providence, RI, 02910, (401)569-5939 337021, Providence Sportservice, Inc., One Lasalle Sq Dunkin' Donuts Ctr, Providence, RI, 02903, (401)272-7337 307737, Alfredo Andrade, 1 Bonanza Way Bonanza Bus Terminal, Providence, RI, 02904 1833, (401)331-7500 300244, Alfredo Andrade, 1245 N Main St, Providence, RI, 02904 1854, (401)831-9152 338828, Alfredo Andrade, 552 Cranston St, Providence, RI, 02907 2749, (401)861-4640 300296, Anibal Teves, 315 Broad St. Providence, RI, 02907 2219, (401)831-9723 337840, Anibal Teves, 850 Manton Ave Stop & Shop, Providence, RI, 02909 5649, (401)453-3899 341627, Apex Donuts, Inc., 1009 Smith St, Providence, RI, 02908 2737, (401)490-9760 306436, Branch Ave Donuts, Inc., 740 Branch Ave, Providence, RI, 02904 1702, (401)521-5760 300858, Christopher Difanti, 734 Eddy St, Providence, RI, 02903 4930, (401)621-2390 310356, Daniel Delprete, 1082 Chalkstone Ave # B, Providence, RI, 02908 4551, (401)453-0516 310435, Daniel Delprete, 14 Pleasant Valley Pky, Providence, RI, 02908 5609, (401)272-6910 310251, Daniel Delprete, 200 Charles St, Providence, RI, 02904 2203, (401)831-9199 304465, Daniel Delprete, 251 Smith St, Providence, RI, 02908 4954, (401)231-1580 337789, Daniel Delprete, 333 West River Street Stop & Shop, Providence, RI, 02904 2610, (401)861-9300 332122, Daniel Delprete, 672 Plainfield St, Providence, RI, 02909 5310, (401)464-4546 300611, Daniel Delprete, 26 Kingstown Rd, Richmond, RI, 02898 1103, (401)539-0610 342433, James Lynch, 418 Kingston Road, Richmond, RI, 02898, (401)783-0003 303704, Carlos Placido, 925 Willett Ave, Riverside, RI, 02915 2753, (401)433-4570 332746, Fernando Vieira, 223 Newport Ave, Rumford, RI, 02916 2119, (401)434-5143 310213, Joseph Martins, 399 N Broadway, Rumford, RI, 02916 3515, (401)434-3213 339162, Patrick Caine, 970 Douglas Pike, Smithfield, RI, 02917, (401)349-4396 334773, Manuel Andrade, 471 Putnam Pike, Smithfield, RI, 02917, (401)949-6916 304142, Manuel Andrade, 385 Putnam Pike # Rte, Smithfield, RI, 02917 2401, (401)231-3080 301927, Daniel Delprete, 151 Douglas Pike Unit 10, Smithfield, RI, 02917 2315, (401)231-1580 339414, David Batista, 1892 Kingstown Rd, South Kingstown, RI, 02879 1612, (401)782-9189 343240, James Lynch, 3000 Tower Hill Rd, South Kingstown, RI, 02874, (401)789-0913 303971. Konstantinos Frangakis. 496 Main Rd. Tiverton. RI. 02878 1361. (401)624-2742 300812, Themie, LLC, 1735 Stafford Rd, Tiverton, RI, 02878 2541, (401)625-1063 342545, Gregory Daley, 224 POST RD, WESTERLY, RI, 02891 2637, (401)322-5095 308590, David Batista, 231 Old Tower Hill Rd, Wakefield, RI, 02879 3733, (401)789-5419 310111, Joseph Prazeres, 670 Metacom Ave, Warren, RI, 02885 2315, (401)245-0811 335462, Joseph Prazeres, 621 Metacom Ave, Warren, RI, 02885, (401)245-4892 301384, Joseph Prazeres, 375 Main St, Warren, RI, 02885 4306, (401)245-9400 337673, T & K Properties, LLC, 53 Barden Ave, Warwick, RI, 02888 5905, (401)732-4105 304091, Robert Batista, 2677 W Shore Rd, Warwick, RI, 02889 5455, (401)738-4396 340543, Robert Batista, 2485 Warwick Ave Stop & Shop, Warwick, RI, 02889 4262, 339481, Robert Batista, 2485 Warwick Ave, Warwick, RI, 02889 4265, (401)738-6404 335397. Robert Batista, 1710 West Shore Road, Warwick, RI, 02889. (401)736-0378 300573, Robert Batista, 1582 Warwick Ave, Warwick, RI, 02889 1526, (401)737-9796 332744, Patricia Miller, 2000 Post Rd T F Green Airport, Warwick, RI, 02886 1533, (401)737-7094 303712, Fernando Ferreira, 860 Post Rd, Warwick, RI, 02888 3365, (401)941-5650

338759. Fernando Ferreira. 2128 Elmwood Ave. Warwick. RI. 02888 2406. (401)941-0638 330366, Fernando Ferreira, 1719 Elmwood Avenue, Warwick, RI, 02888 1101, (401)941-5651 337802, Apex Donuts, Inc., 300 Quaker Lane Stop & Shop, Warwick, RI, 02886, (401)828-9360 335768, Apex Donuts, Inc., 708 Greenwich Ave, Warwick, RI, 02886, (401)739-3642 330247, Christopher Difanti, 422 Warwick Ave, Warwick, RI, 02888 1338, (401)785-9332 300270, Claudio Amaral, 1678 Post Rd, Warwick, RI, 02888 5936, (401)732-4105 304949, Claudio Amaral, 2003 Post Rd, Warwick, RI, 02886 1538, (401)738-7333 304825, Daniel Delprete, 1346 Greenwich Ave, Warwick, RI, 02886 4535, (401)738-6260 304689, Daniel Delprete, 27 Jefferson Blvd, Warwick, RI, 02888 1034, (401)941-0310 338929, David Batista, 400 Bald Hill Rd, Warwick, RI, 02886 1633, (401)822-1779 300298, David Batista, 699 Bald Hill Rd, Warwick, RI, 02886 0713, (401)828-9884 340885, David Batista, 895 Bald Hill Rd, Warwick, RI, 02886 0715, (401)384-6008 330192, 3 On 3 Donuts, Inc., 49 Nooseneck Hill Rd, West Greenwich, RI, 02817 1524, (401)392-3336 342939, James Lynch, 111 Hopkins Hill Road, West Greenwich, RI, 02817, (401)397-2399 340645, Clyde Donuts, Inc, 970 Main St, West Warwick, RI, 02893 3527, (401)586-6558 306218, Cowesset Donuts Inc, 275 Cowesett Ave Rt 3, West Warwick, RI, 02893 2236, (401)828-6530 308135, Daniel Delprete, 283 Providence St, West Warwick, RI, 02893 2014, (401)822-2434 306718, West Warwick Donuts, Inc., 88 W Warwick Ave, West Warwick, RI, 02893 3871, (401)828-4920 337803, Stop & Shop Supermarket Company, LLC, 20 Post Rd Stop& Shop, Westerly, RI, 02891 2605, 330167, Gregory Daley, 139 Granite St, Westerly, RI, 02891 2401, (401)348-2932 300247, Abilio Raposo, 308 Cumberland St. Woonsocket, RI, 02895 4716, (401)762-9645 301410, Antonio Placido, 1431 Diamond Hill Road, Woonsocket, RI, 02895, (401)762-9840 307456, Daniel Delprete, 1338 Park Ave, Woonsocket, RI, 02895 6536, (401)762-5057 343647, James Lynch, 711 Front St Heritage Place, Woonsocket, RI, 02895, (401)671-6160 339359, Joseph Lima, 240 Social St, Woonsocket, RI, 02895, (401)766-0364 340762, Constantine Scrivanos, 100 Rt 131 Rt 131 & I-91, Ascutney, VT, 05030, (802)578-7397 300666, Damartin Quadros, 283 N Main St, Barre, VT, 05641 4108, (802)479-0629 335821, Damartin Quadros, 323 Barre Montpellier Rd, Barre, VT, 05641 2249, (802)479-4192 331319, Constantine Scrivanos, 124 Rockingham Street, Bellows Falls, VT, 05101 1332, (781)395-1993 339195, Jose Leal, 209 Northside Drive, Bennington, VT, 05201 1753, (802)440-9089 336770, Jose Leal, 237 North St., Bennington, VT, 05201, (802)442-6013 339736, Manuel Salema, 327 Marlboro Rd, Brattleboro, VT, 05301 9725, (802)251-6080 304874, Manuel Salema, 469 Canal St, Brattleboro, VT, 05301 3414, (802)254-8809 307890, Manuel Salema, Putney Rd, Brattleboro, VT, 05301, (802)254-4987 340015, Jose Couto, 80 Pearl St, Burlington, VT, 05401 4332, (802)865-8001 300403, Jose Couto, 206 Shelburne Rd, Burlington, VT, 05401 4915, (802)658-6299 341728, Jose Couto, 155 Dorset St F-3, University Mall, Burlington, VT, 05403 6346, (802)865-3419 301674, Celestino Espinola, 156 College Pky, Colchester, VT, 05446 3014, (802)655-6197 302699, Jose Couto, 2 Macrae Rd Mallets Bay, Colchester, VT, 05446 1303, (802)863-7971 340225, Jose Couto, 500 Mountain View Dr Shaw'S, Colchester, VT, 05446, (802)338-9040 302606, Antonio Silva, 134 Jericho Rd, Essex, VT, 05453, (802)878-4232 301648, Antonio Silva, 122 Pearl St, Essex Junction, VT, 05452 3642, (802)879-7466 308651. Laura Merone-Walsh. 26 Main St. Fair Haven. VT. 05743 1155. (802)265-8328 308574, Laura Merone-Walsh, 195 Main St, Ludlow, VT, 05149 1072, (802)228-7382 300852, Gary Cross, 78 Broad St/Us Rt 5 & 91 Mobil, Lyndonville, VT, 05851, (802)626-4451 337758, Laura Merone-Walsh, 4604 Main Street, Manchester Center, VT, 05255, (802)362-4127 335834, Laura Merone-Walsh, 16 Court St, Middlebury, VT, 05753 1420, (802)388-9300 331841, Jose Couto, Redwood Plaza Shopping Center Route 7, Milton, VT, 05468, (802)893-2820 337347, Damartin Quadros, 51 Berlin St. Route 2, Montpelier, VT, 05602 3532, (802)223-0928 310116, Lee Ann Sullivan, 157 Vt Route 15 W, Morrisville, VT, 05661 8620, (802)888-3251 308650, Laura Merone-Walsh, 1 E Main St Mobil Station, Poultney, VT, 05764 1107, (802)287-5802 339859, Constantine Scrivanos, 3479 Woodstock Rd., Quechee, VT, 05059, (802)296-7413 335824, Laura Merone-Walsh, 14 South Main St., Randolph, VT, 05060, (802)728-7101 331968. Laura Merone-Walsh. Woodstock Ave Route 4 E. Rutland. VT. 05701. (802)775-9902 331967, Laura Merone-Walsh, 446 West Street, Rutland, VT, 05701 2635, (802)775-6355 308575, Laura Merone-Walsh, 219 N Main St Tenny Brook Mkt, Rutland, VT, 05701 2412, (802)775-1040 300380, Laura Merone-Walsh, 142 S Main St, Rutland, VT, 05701 4531, (802)773-8545

- 302595, Jose Couto, 138 Swanton Rd, Saint Albans, VT, 05478 2601, (802)527-1791 301071, Jose Couto, 171 S Main St, Saint Albans, VT, 05478 1820, (802)524-5447 345122, Jose Couto, Route 2A 10 Barber Road, Saint George, VT, 05495, (802)482-4609 301219, Gary Cross, 473 Railroad St, Saint Johnsbury, VT, 05819 1643, (802)748-5225 302786, Jose Couto, 2785 Shelburne Rd, Shelburne, VT, 05482 6837, (802)985-2703 301732, Celestino Espinola, 1220 Williston Road, South Burlington, VT, 05401 5775, (802)658-4157 341187, Jose Couto, 570 Shelburn Rd Shaw'S, South Burlington, VT, 05407, (802)863-3630 336021, Constantine Scrivanos, 50 Clinton St, Springfield, VT, 05156, (802)885-2120 300361, Jose Couto, Rt 78 (1st St), Swanton, VT, 05488, (802)868-2750 332961, Lee Ann Sullivan, 2653 Waterbury Stowe Rd, Waterbury, VT, 05677, (802)244-5633 341421, Natdun, LLC, 5190 Us Route 5, Westminster, VT, 05158, (802)722-9862 339466, Natdun, LLC, 521 N. Hartland St., White River Junction, VT, 05001 7006, (802)295-5181 340956, Jose Couto, 863 Harvest Ln Wal\*Mart, Williston, VT, 05495 7319, (802)879-7383
- 331526, Mta Donuts, LLC, 10 Simons Plz, Williston, VT, 05495 5250, (802)878-8871

## PC, Franchisee, Store Address, Phone

335173, Kenneth Larsen, 1200 Pulaski Hwy, Bear, DE, 19701 1321, (302)834-7401 339893, Thomas Sheehan, 1923 Pulaski Hwy, Bear, DE, 19701 1708, (302)225-3048 339678, Ghanashyambhai Patel, 3224 Philadelphia Pike, Claymont, DE, 19703 3103, (302)793-1530 308168, Nicholas Nistazos, 1230 Forrest Ave, Dover, DE, 19904 3311, (302)674-4762 310349, Nicholas Nistazos, 470 S. Dupont Hwy, Dover, DE, 19901 4514, (302)736-6800 300820, Sean O'Hanlon, 206 N Dupont Hwy, Dover, DE, 19901 7510, (302)674-2978 336182, Kenneth Larsen, 1012 Kirkwood Highway, Elsmere, DE, 19805, (302)994-9439 343921, Nicholas Nistazos, 40055 Lighthouse Rd, Fenwick Island, DE, 19944, (302)537-2018 335704, Tai Dada, Inc., 17065 S. Dupont Hwy Midway Park Shopping Ctr, Harrington, DE, 19952, (302)398-4930 345467, Thomas Sheehan, 7454 Lancaster Pike, Hockessin, DE, 19707 9399, (302)239-1065 330700, Nicholas Nistazos, 205 N. Dual Hwy, Laurel, DE, 19956 1229, (302)875-9467 340434, Bhupendra Patel, 362 Main St., Middletown, DE, 19709, (302)376-1211 303334, Bhupendra Patel, 5234 Summit Bridge Rd, Middletown, DE, 19709 8822, (302)378-7107 343879, Pradip Saha, 2480 Dupont Hwy, Middletown, DE, 19709, (302)376-9246 342113. George Nistazos, 939 N. Dupont Blvd Wal\*Mart #1741, Milford, DE, 19963 1072, (302)422-6309 342107, Thomas Sheehan, 117 Wilton Blvd Wal\*Mart #2555, New Castle, DE, 19720 3979, (302)324-0900 303321, Sean O'Hanlon, 4004 N Dupont Hwy, New Castle, DE, 19720 6325, (302)658-0904 330243, North Dupont Donuts, Inc., 196 North Dupont Hwy, New Castle, DE, 19720 3103, (302)322-6565 345091, Kirti Desai, 3031 New Castle Ave Bowlerama, New Castle, DE, 19720, (302)655-3300 340724, Jigna Patel, 905 E Basin Rd, New Castle, DE, 19720 4253, 302323, Harivaden Patel, 1001 N Dupont Hwy, New Castle, DE, 19720 2536, (302)328-0136 343185, Harivadan Patel, 906 S. Dupont Highway(BP), New Castle, DE, 19720, (302)834-7740 303324, Gael, Inc., 201s Dupont Hwy, New Castle, DE, 19720 4129, (302)322-6565 331295, Waleed Mohamed, 1002 S College Ave, Newark, DE, 19713 2306, (302)369-6447 342065, Umapathy Pingaghapani, 1142 Elkton Rd, Newark, DE, 19711, (302)369-3582 303333. Sean O'Hanlon, 2462 Pulaski Hwy, Newark, DE, 19702 3906, (302)292-0700 341116, Pradip Saha, 1126 Capitol Trl Suite D CreeksideSC, Newark, DE, 19711, (302)737-2242 339679, Nilesh Patel, 556 Paper Mill Rd Shoppes At Louviers, Newark, DE, 19711 7514, (302)738-6111 344042, Marchello Charleston, 48 Geoffrey Dr, Newark, DE, 19713 3603, (302)737-1165 340803, Lawrence Charleston, Jr, 4639 Ogletown Stanton Rd, Newark, DE, 19702, (302)366-8690 303331, Lawrence Charleston, Jr, 4 Macintosh Plaza, Newark, DE, 19713 3218, (302)369-6933 340059, Jigna Patel, 30 Salem Church Rd Unit 30, Salem Village Sg., Newark, DE, 19713 2934, (302)738-3320 342145, Hari Enterprises, Inc., 16-B Polly Drummond Hill Rd, Newark, DE, 19711 2703, (302)737-4200 331544, Kenneth Larson, 222 W Market St Newport Shopping Center, Newport, DE, 19804 3152, (302)993-0288 306816, Nicholas Nistazos, 500 Bridgeville Hwy, Seaford, DE, 19973 1522, (302)629-6767 337583, George Nistazos, 349 N. Dupont Blvd, Smyrna, DE, 19977 1081, (302)659-2892 300506, Umapathy Pingaghapani, 4902 Kirkwood Hwy, Wilmington, DE, 19808 5012, (302)999-7997 340090, Thomas Sheehan, 1901 PA Ave, Wilmington, DE, 19806 4039, (302)651-9414 338816, Thomas Sheehan, 1327 Mckennans Church Rd, Wilmington, DE, 19808 2132, (302)999-9551 335478, Swami Enterprises, Inc, 1702 Faulkland Rd, Wilmington, DE, 19805, (302)999-8077 303322, Sean O'Hanlon, 3804 Kirkwood Hwy, Wilmington, DE, 19808 5108, (302)998-1600 300762, Rajesh Patel, 2706 Concord Pike, Wilmington, DE, 19803 5007, (302)478-0539 338569, Rajesh Patel, 1730 Marsh Rd, Wilmington, DE, 19810 4606, (302)478-6860 300433, Parthiban Jayaraman, 301 N Maryland Ave, Wilmington, DE, 19804 1363, (302)652-9328 302660, Mimi Farag, 112 W 9th St, Wilmington, DE, 19801 1618, (302)658-4425 340232, Jigna Patel, 3001 Lancaster Ave, Wilmington, DE, 19805 1458, (302)425-4020 307850, Harivaden Patel, 4557 New Linden Hill Rd, Wilmington, DE, 19808 2923, (302)456-1610 300501, Ghanashyambhai Patel, 701 Philadelphia Pike, Wilmington, DE, 19809 2539, (302)762-6552 310281, Ghanashyambhai Patel, 1720 Naamans Rd, Wilmington, DE, 19810 2610, (302)529-0540 343352, Arun Mandi, 820 N. French St Carvel Federal Office Building, Wilmington, DE, 19801, (302)654-4283 344047, Arun Mandi, 500 King St New Castle County Courthouse, Wilmington, DE, 19801, (302)255-0827 338923, Dharmesh Shah, 1137 Lloyd Rd Stop & Shop, Aberdeen, NJ, 07747, (732)566-9805

341999. Dharmesh Shah. 318 Llovd Rd Shop Rite. Aberdeen. NJ. 07747 1849. (732)583-2007 336441, Arun Mandi, 300 E. White Horse Pike, Absecon, NJ, 08201 9565, (908)474-1900 303540, Bhupendra Patel, 608 Mill Rd, Absecon, NJ, 08201 2438, (609)646-6832 334720, Lisa Nafash, 33 W Allendale Ave, Allendale, NJ, 07401 1735, (201)818-7474 332140, Rajiv Dharia, 204 Route 206 N, Andover, NJ, 07821, (973)786-5185 330736, Asbury Park Donuts, LLC, 20 Main St, Asbury Park, NJ, 07712 7013, (908)774-1371 330418, Piyush Amin, 302 White Horse Pike Town Square Ste B8, Atco, NJ, 08004 2209, (856)768-2233 301569, Bhupendra Patel, 3000 Atlantic Ave, Atlantic City, NJ, 08401 6344, (609)344-1026 343481, Dominic Sequeira, 11 Rt 36, Atlantic Highlands, NJ, 07716, (732)291-5223 339225, Kaushik Patel, 365 Blair Rd/Unit B Cpl, Avenel, NJ, 07001 2231, (908)930-9868 331554, Kaushik Patel, 971 Route 1, Avenel, NJ, 07001 1344, (732)855-7559 344364, Kevin Maybury, 450 S, Findley Ave, Basking Ridge, NJ, 07920, (908)630-9300 339397, Nasser Saber, 558 Allen Rd, Basking Ridge, NJ, 07920 3848, (908)901-9201 335507, Thomas Mascia, 1525 Route 206, Bedminster, NJ, 07921, (908)470-1342 343117, Luis Garcia, 103 Leonardville Rd, Belford, NJ, 07718 1143, (732)787-0740 341418, Sudhir Shah, 115 Belmont Ave, Belleville, NJ, 07109 1017, (973)751-1041 300949, Alka Patel, 220 S Black Horse Pike, Bellmawr, NJ, 08031 2311, (609)931-9704 331971, Alka Patel, 320 S Black Horse Pike, Bellmawr, NJ, 08031 2313, (856)939-4580 301924, Paul Pimentel, 1601 Ocean Ave, Belmar, NJ, 07719 2632, (732)681-5535 338508, Paul Pimentel, 1007 Main St, Belmar, NJ, 07719 2725, (732)681-1333 340476. Kevin Maybury, 384 Springfield Ave. Berkeley Heights, NJ, 07922 1107, (908)665-8966 300372, Dhirajlal Saparia, 130 N Route 73, Berlin, NJ, 08009, (609)768-4488 342319, Paresh Patel, 111 Cross Keys Rd, Berlin, NJ, 08009 9406, (856)767-1200 335887, Piyush Amin, 235 S. White Horse Pike, Berlin, NJ, 08009, (856)753-9459 302831, Biazzo Baking Company Inc, 548 Broad St, Bloomfield, NJ, 07003 2705, (973)429-1770 304012, Charles Rettig, 133 Bloomfield Ave, Bloomfield, NJ, 07003 5915, (973)429-1938 307752, John Rader, 15 Belleville Ave, Bloomfield, NJ, 07003 5220, (973)429-1729 332099, Leanne Rettig, 234 Glenwood Ave #266, Bloomfield, NJ, 07003 2416, (973)743-8301 340153, Sudhir Shah, 313 Franklin Ave, Bloomfield, NJ, 07003 4839, (973)655-7150 308348, James Fabris, 47 Main Street, Bloomingdale, NJ, 07403, (973)492-9816 332773, Mohamed Choukier, 542 Myrtle Ave, Boonton, NJ, 07005 1914, (973)394-0101 336206, Thomas Mascia, 611 W Union Ave C/O Shoprite, Bound Brook, NJ, 08805, (732)302-1660 345826, Paul Pimentel, 415 Main St, Bradley Beach, NJ, 07720 1007, (732)774-2015 330064, Thomas Mascia, 1059 Route 202 N. Unit 9, Branchburg, NJ, 08876 3936, (908)575-1377 335792, Thomas P. Mascia, 3166 Route 22, Branchburg, NJ, 08876, (908)231-9600 343480, Paul Pimentel, 14 Beaverson Blvd, Brick, NJ, 08723, (732)477-5889 343269, Paul Pimentel, 592 Route 70, Brick, NJ, 08723 4014, (732)477-5049 345031, Paul Pimentel, 602 Mantaloking Rd, Brick, NJ, 08723 5572, (732)920-1277 343919, Rahul Shah, 1960 Route 88 Pathmark, Brick, NJ, 08724, (732)840-0225 339239, Rahul Shah, 909 Route 70, Brick, NJ, 08724 3555, (732)785-8329 341768, Shubhakar Hegde, 668 Route 70 West ShopRite, Brick, NJ, 08723, (732)477-4888 340819, Ashwin Chaudhary, 125 South Pearl St, Bridgeton, NJ, 08302, (856)786-1127 342318. Srinivasan Chandrasekaran, 477 E. Union Ave, Bridgewater, NJ, 08807 3143, (908)725-3033 343584, Atul Patel, 1007 Route 70 Lukoil, Brielle, NJ, 08730, (732)528-5585 335577, Bhupendra Patel, 4012 Brigantine Blvd, Brigantine, NJ, 08203 3504, (609)264-7750 300574, Kalpesh Shah, Browning Rd & Kings Hwy Brooklawn Shopping Ctr, Brooklawn, NJ, 08030, (609)456-3792 302356, David Murray, 100 Us Highway 46 W Village Green Shopping Ct, Budd Lake, NJ, 07828, (973)347-9890 340687, David Murray, 375 U.S. Highway 46, Budd Lake, NJ, 07828 3212, (908)362-1811 339745, Balraj Vohra, 34a Rte 130 South, Burlington, NJ, 08016 2624, (609)387-5510 301556, Chirag Patel, 330 W Route 130, Burlington, NJ, 08016 2439, (609)387-9870 344281, Yogesh Patel, 1 Elbow Ln Silo Mall, Burlington, NJ, 08016, (609)387-4700 307095, James Fabris, 140 Main St, Butler, NJ, 07405 1026, (973)838-9633 302556, Mohammed Hague, 226 Bloomfield Ave, Caldwell, NJ, 07006 5101, (973)226-9645 343582. Thomas Mascia. 429 Route 513. Califon. NJ. 07830. (908)832-8904 334682, Chandrakantbhai Patel, 2806 Mt. Ephraim Ave, Camden, NJ, 08104 3214, (856)619-0100 302509, Chandulal Marvania, 16 S Broadway St, Camden, NJ, 08102 1206, (609)541-3002 344191, Piyush Amin, 1420 Admiral Wilson HESS, Camden, NJ, 08109, (856)541-3322

336170. Ming-Ju Judy Juan. 711 Rte 17 N Clock Tower Mall. Carlstadt. NJ. 07072. (201)372-0283 300399, Rajiv Dharia, 378 Pompton Ave, Cedar Grove, NJ, 07009 2030, (973)890-9458 310279, Cesar Deandrade, 1434 Brace Rd, Cherry Hill, NJ, 08034 3523, (856)216-0928 331778, Dhirajlal Saparia, 201 Marleton Pike E, Cherry Hill, NJ, 08034 2406, (856)429-9006 330428, Dhirajlal Saparia, 2075 Marleton Pike E Route 70, Cherry Hill, NJ, 08003 1201, (856)424-7677 332860, Jatinkumar Patel, 2441 Route 38, Cherry Hill, NJ, 08002 1239, (609)414-1770 304701, Kaushik Patel, 2121 Route 70 W, Cherry Hill, NJ, 08002 2729, (856)665-4500 301798, Mukesh Patel, 1860 Marlton Pike E, Cherry Hill, NJ, 08003 2029, (856)424-9796 335982, Pinakin Patel, 2240 18 West Route 70 Inside Shop Rite, Cherry Hill, NJ, 08002, (856)910-8126 306814, Piyush Amin, 1550 Kings Hwy N, Cherry Hill, NJ, 08034 2307, (609)429-9717 340988, Piyush Amin, 2060 Springdale Rd, Cherry Hill, NJ, 08003 4028, (856)424-4537 335433, Void Where Prohibited, LLC, 120 Rte 206 & Old Gladstone Rd, Chester, NJ, 07930, (908)879-7770 302127, Kaushik Patel, 285 Route 130 S, Cinnaminson, NJ, 08077 3303, (856)829-4750 303536, Kalpesh Shah, 1102 N Rt 130, Cinnaminson, NJ, 08077 3004, (856)786-1127 301795, Anthony D'Amore, 196 Westfield Ave, Clark, NJ, 07066 1539, (732)574-0715 343741, Anthony D'Amore, 76 Central Ave Wakefern, Clark, NJ, 07066 1422, (732)388-3333 343008, Kalpesh Patel, 302 N. Delsea Dr, Clayton, NJ, 08312, (856)307-9200 342587, Kaushik Patel, 1277 Blackwood Clementon Rd, Clementon, NJ, 08021, (856)346-6849 342029, Rajiv Mehta, 738 Anderson Ave, Cliffside Park, NJ, 07010 2137, (201)313-0550 307407, Mohammed Hague, 1578 Main Ave, Clifton, NJ, 07011 2110, (973)546-9719 340936, John Rader, 817 Clifton Ave, Clifton, NJ, 07013 1817, (973)365-0158 345783, John Rader, 1372 Clifton Ave, Clifton, NJ, 07012 1343, (973)953-5560 345041, James Fabris, 1 Entin Rd, Clifton, NJ, 07014, (973)470-8705 339999, Dipak Patel, 8 Village Square East, Clifton, NJ, 07011 1519, (973)253-2211 332236, Anand Patel, 531 Van Houten Ave, Clifton, NJ, 07013 2110, (973)777-9531 300459, 1209 Main Avenue, Inc, 1209 Main Ave, Clifton, NJ, 07011 2241, (973)340-8245 337838, David Murray, 1707 State Route 31, Clinton, NJ, 08809 2027, (908)735-7770 304642, Kalpesh Shah, 5 E Crescent Blvd, Collingswood, NJ, 08108 1045, (856)854-2361 337471, Antonio Sequeira, 26 Rt 34 1st Flr., Colts Neck, NJ, 07722, (732)431-0176 337394, Anthony D'Amore, 1230 Raritan Rd, Cranford, NJ, 07016 3367, (908)653-0245 301288, Rose Marie Komondy, 333 North Ave E, Cranford, NJ, 07016 2445, (908)272-4888 344498, George Hauck, III, 403 Route 539, Cream Ridge, NJ, 08514 2303, (609)752-0057 335716, Shiv Kureti, 568 Monmouth Rd, Cream Ridge, NJ, 08514, (609)223-0825 304726, Kalpesh Shah, 130 N Chester Ave, Delran, NJ, 08075 ND, (856)461-6559 338691, Thomas Mascia, 132 Hardenburgh Ave, Demarest, NJ, 07627 2150, (201)784-0565 335401, Beyond Ay, L.L.C., Route 53 & Station, Denville, NJ, 07834, (973)664-9464 331283, Amee, Inc, 109 Route 46, Denville, NJ, 07834, (973)983-1127 307188, Alka Patel, 1399 North Delsea Drive, Deptford, NJ, 08096, (856)853-2772 341415, Dasharath Patel, 1450 Clements Bridge Rd, Deptford, NJ, 08096, (856)853-5533 339651, Piyush Amin, 1901 Deptford Center Rd, Deptford, NJ, 08096, (856)227-0404 310300, Rajesh Patel, 417 Washington Ave, Dumont, NJ, 07628 1533, (201)385-8288 345029, Ramila Patel, 125 Washington Ave, Dumont, NJ, 07628 3066, (201)385-6200 304224, Joseph Habib, 256 State Route 18, East Brunswick, NJ, 08816 1905, (732)238-9618 340267, Joseph Habib, 293 Route 18 Suite A, East Brunswick, NJ, 08816 1904, (732)238-7212 340496, Samir Desai, 1422 W. Propsect St. Shop Rite, East Brunswick, NJ, 08816 1911, (732)432-0902 331892, Gregory Lulko, 329 Route 10 East, East Hanover, NJ, 07936, (973)884-6215 340353, Harendra Tolia, 36 State Route 10, East Hanover, NJ, 07936 1000, (973)515-5090 332237, Mohamed Choukier, 456 Ridgedale Ave, East Hanover, NJ, 07936 1437, (732)887-0700 300204, Mohammed Younas, 140 Central Ave, East Orange, NJ, 07018 3923, (973)673-9872 306841, Mohamed Choukier, 24 S Harrison St, East Orange, NJ, 07018 1708, (973)677-3035 306453, Ho Lun Industrial Corp., 523 Central Ave, East Orange, NJ, 07018 1904, (973)672-7913 331372, Aramark Corporation, 50 State Route 120 Giants Stadium Upper Level, E. Rutherford, NJ, (201)935-5660 331371, Aramark Corporation, 50 State Route 120 Meadowlands Racetrack, E. Rutherford, NJ, (201)935-7713 331373. Aramark Corporation, Giants Stadium Lower 300 Level - Route 3, E, Rutherford, NJ, (201)935-5660 343350, Nathan Matzke, 300 Route 17 BJ's Wholesale Club, East Rutherford, NJ, 07073, (201)460-0941 337113, Kaushik Patel, 1 Lake Drive, East Windsor, NJ, 08520 5300, (609)448-7870 343676, Kaushik Patel, 410 Route 130 N., East Windsor, NJ, 08520, (609)448-4754

344289. William Bori. 148 Main St. Eatontown. NJ. 07724 3427. (732)389-1900 301920, William Bori, 315 State Route 35 S, Eatontown, NJ, 07724 2277, (732)935-3668 339066, William Bori, Monmouth Mall Store K007, Eatontown, NJ, 07724 2023, (732)460-0630 345481, Jon Ferrari, 955 River Rd, Edgewater, NJ, 07020 1220, (201)224-9200 302886, Amal Ahmed, 490 Us Highway 1, Edison, NJ, 08817 4440, (732)777-0370 339427, Anton Nader, 1197 Amboy Ave, Edison, NJ, 08837 2592, (732)494-9001 301571, Anton Nader, 1790 Lincoln Hwy, Edison, NJ, 08817 3478, (732)819-8719 341391, Anton Nader, 260 Talmadge Road, Edison, NJ, 08818 1700, (732)284-0021 302458. Anton Nader. 30 Route 27. Edison. NJ. 08820 3938. (732)494-9883 336100, Anton Nader, Central Ave & Plainfield Ave, Edison, NJ, 08817, (732)572-7010 330708, Anton Nader, Rt 27 & Vineyard Rd, Edison, NJ, 08817, (908)287-0001 308425, Naneshwar Sawant, 517 Old Post Rd, Edison, NJ, 08817 4625, (908)248-8025 341302, Stop & Shop Supermarket Co., LLC, 1049 Us Route 1 S., Stop & Shop, Edison, NJ, 08820, (732)906-5600 337068, Arun Mandi, 508 White Horse Pike, Egg Harbor City, NJ, 08215 1140, (609)804-9500 343761, Vijay Shah, Newark Liberty Airport Terminal A, Elizabeth, NJ, 07114, (973)623-9202 307221, Mirek Musial, 920 Newark Ave, Elizabeth, NJ, 07208 3517, (908)351-9333 332939, Mirek Musial, 624 Bayway Ave, Elizabeth, NJ, 07202 2613, (908)351-7757 336380, Mirek Musial, 51-57 So. Spring St, Elizabeth, NJ, 07200, (908)436-0970 307556, Kevin Maybury, 701 Spring St, Elizabeth, NJ, 07201 2020, (908)282-1900 310012, Barbara Jedorowicz, 7 Broad St, Elizabeth, NJ, 07201 2201, (908)355-0204 306342. Barbara Jedorowicz. 186 Elmora Ave. Elizabeth, NJ. 07202 1121. (908)289-9327 340410, Andrew Topazio, 434-438 North Broad St, Elizabeth, NJ, 07208, (908)351-0350 308522, Madhurendra Verma, 213 Us Highway 46 W, Elmwood Park, NJ, 07407 1931, (201)797-0135 307220, Mohamed Ahmed, 430 Market St, Elmwood Park, NJ, 07407 2619, (201)797-6962 302460, Rajiv Mehta, 130 Kinderkamack Rd, Emerson, NJ, 07630 1828, (201)261-1316 339583, Thomas Mascia, 134 Route 4 E., Englewood, NJ, 07631 4925, (201)871-7075 338607, Moothedath Ramachandran, Jr., 285 Gordons Corner Rd, Englishtown, NJ, 07726 3355, (732)536-5702 330797, Virendra Patel, 1600 North Olden Ave, Ewing, NJ, 08638, (609)394-5500 338981, Jignesh Pandya, 1750 North Olden Ave., Ewing, NJ, 08638, (609)771-0077 343096, Suresh Patel, 2085 Pennington Rd Mobil Rte 31, Ewing Twp, NJ, 08638, (609)538-0355 300335, Mitchell Baker, 32-02 Broadway, Fair Lawn, NJ, 07410 4605, (201)796-7540 330200, Thomas Mascia, 12-18 River Rd, Fair Lawn, NJ, 07410 1801, (973)475-4004 342234, Thomas Mascia, 14-00 State Highway 208 And Plaza Road, Fair Lawn, NJ, 07410, (201)796-5565 331891, Ashwin Prajapati, 397 US Highway 46 W, Fairfield, NJ, 07004 1967, (973)276-1720 345430, Gary Haar, 22-20 Fairlawn Ave, Fairlawn, NJ, 07410 3428, (551)265-3934 330742, Rajesh Patel, 222 Bergen Blvd., Fairview, NJ, 07022 1300, (201)941-7476 334764, Rajiv Mehta, 427 Anderson Ave, Fairview, NJ, 07022 1103, (201)313-3434 308699, Anand Patel, 257 South Ave, Fanwood, NJ, 07023 1324, (908)322-2454 342765, Luis Garcia, 1300 Route 34, Farmingdale, NJ, 07727, (732)919-2008 302666, Nasser Saber, 295 Us Highway 206, Flanders, NJ, 07836 9574, (973)927-6121 343074, Ashwin Shah, 72 State Hwy Route 31, Flemington, NJ, 08822, 302336, Ashwin Shah, 302 Us Highway 202 Carrier Route C004, Flemington, NJ, 08822 1741, (908)806-8741 342596, Ashwin Shah, 12 State Route 12, Flemington, NJ, 08822, (908)782-7955 301299, Rakesh Parikh, 583 New Brunswick Ave, Fords, NJ, 08863 2130, (732)738-5193 308051, Maria Simas, 232 N. Main St, Forked River, NJ, 08731 2741, (609)693-7444 342721, Rajiv Mehta, 1196 Anderson Ave, Fort Lee, NJ, 07024 1701, (201)886-1011 302812, Hiten Bhatt, 250 State Route 23, Franklin, NJ, 07416 2141, (201)209-9872 306849, Thomas Mascia, 3171 State Route 27, Franklin Park, NJ, 08823 1303, (908)940-3020 340485, Anthony Maragos, 3263 Highway 9, Freehold, NJ, 07728 3493, (732)462-5007 343365, Luis Garcia, 301C Commerce Dr, Freehold, NJ, 07728, (732)308-9990 332411, Nick Maragos, 3633 Route 9 N, Freehold, NJ, 07728, (732)577-0294 342475, Rahul Shah, 843 Route 33 Cousins Plaza, Unit #10, Freehold, NJ, 07728 8483, (732)866-8412 343664, Bharat Patel, 5359 Brody Ave AAFES, Ft Dix, NJ, 08640, (609)723-3450 342538. Arun Mandi. 323 E. Jimmie Leeds Rd (Rte561). Gallowav. NJ. 08205. (609)748-8822 302810, Dipak Patel, 11 Outwater Ln, Garfield, NJ, 07026 3811, (973)546-5555 344444, Dipak Patel, 458 Midland Ave, Garfield, NJ, 07026 1625, (973)340-5400 345268, Wael Kioumji, 87 River Dr, Garfield, NJ, 07026 3145, (201)314-2299

310068. Dasharath Patel. 804 E Broad St. Gibbstown. NJ. 08027 1173. (856)423-1165 301533, Alka Patel, 658 Delsea Dr N, Glassboro, NJ, 08028 1419, (856)863-1441 310191, Khaled Abdalla, 242 Rock Rd, Glen Rock, NJ, 07452 1709, (201)445-6833 335557, Alka Patel, 320 S Black Horse Pike Unit A, Glendora, NJ, 08029 1439, (856)939-4580 338264, Raman Alaigh, 326 Route 22 West, Green Brook, NJ, 08812, (732)752-8000 339106, Thomas Mascia, 227 Route 22 East, Green Brook, NJ, 08812, (732)752-2467 338061, Mitchell Baker, 500 S River St Shoprite, Hackensack, NJ, 07601 5907, (201)796-7540 301776, Mitchell Baker, 25 Hackensack Ave, Hackensack, NJ, 07601 6006, (201)488-5219 338099, Mitchell Baker, 141 English St Cpl. Hackensack, NJ, 07601 3923, (201)488-6900 341848, Arsenia Jimenez, 450 Hackensack Ave Pathmark, Hackensack, NJ, 07601 6312, (201)343-1520 301787, David Murray, 170 Mountain Ave, Hackettstown, NJ, 07840 2324, (908)813-0330 334920. David Murray. 1885 State Route 57 Suite 343. Hackettstown, NJ. 07840 3477. (908)850-9945 302427, Druga, Inc., 490 Haledon Ave, Haledon, NJ, 07508 1720, (973)595-1800 340609, Antonio Sequeira, 1088 White Horse-Mercerville, Hamilton, NJ, 08610 1425, (609)585-3636 330836, Shenouda Abdelmessiah, 2021 Notingham Way, Hamilton, NJ, 08619 3029, (609)587-1997 310240, Shenouda Abdelmessiah, 3100 Quakerbridge Rd, Hamilton, NJ, 08619 1658, (609)584-9062 341546, Antonio Sequeira, 130 Marketplace Blvd Shop Rite, Hamilton Township, NJ, 08691 2103, (609)581-0440 310016, Vipul Patel, 110 S. White Horse Pike, Hammonton, NJ, 08037 1846, (609)561-2773 332295, Thomas Mascia, 68 Route 173, Hampton, NJ, 08827 4004, (973)383-9124 302797, Anand Patel, 420 Bergen St, Harrison, NJ, 07029 2291, (973)481-5411 340798, Amit Shah, 7 Passaic Ave, Harrison, NJ, 07029 1317, (973)350-1188 331936, Amrik Sikand, 220 State Rt 17, Hasbrouck Heights, NJ, 07604 2906, (201)288-9639 304035, Amrik Sikand, 343 State Rt 17, Hasbrouck Heights, NJ, 07604 2903, (201)288-9639 332336, Ming-Ju Judy Juan, 435 Boulevard, Hasbrouck Heights, NJ, 07604, (201)288-0811 308595, Thomas Mascia, 1063 Goffle Rd, Hawthorne, NJ, 07506 2019, (973)304-0334 304015, Fatima Segueira, 1131 State Route 36, Hazlet, NJ, 07730 1710, (732)264-6539 335067, Luis Garcia, 3250 State Route 35, Hazlet, NJ, 07730 1508, (732)203-9040 331982, Kaushik Patel, 319 Us Highway 130, Hightstown, NJ, 08520 2735, (609)443-8110 302978, K.H.K. Donuts, Inc, 411 US Hwy 206 Woods Tavern Shop Ctr, Hillsborough, NJ, 08844, (908)359-1222 338062, Mitchell Baker, 372 Broadway Shop Rite, Hillsdale, NJ, 07642 1416, (201)666-6951 307038, Kevin Maybury, 1171 Liberty Ave, Hillside, NJ, 07205 2135, (908)289-1144 338668, Nicholas Demarco, 700 Washington Ave, Hoboken, NJ, 07030 5012, (201)798-0444 331553, Dipen Desai, 400 Newark St, Hoboken, NJ, 07030 8411, (201)222-6959 338867, Dhavel Patel, 40 Hudson PI, Hoboken, NJ, 07030 5518, (201)792-3113 339301, Luis Garcia, 4862 Route 9, Howell, NJ, 07731, (732)886-6600 340164, Shubhakar Hegde, 6791 Route 9 N., Howell, NJ, 08701, (732)363-3600 304408, Anthony Marchigiano, 857 Springfield Ave, Irvington, NJ, 07111 3611, (201)375-3660 308696, Naneshwar Sawant, 1107 Stuyvesant Ave, Irvington, NJ, 07111 1011, (201)399-9595 331498, LRM Group, Inc., 100 Middlesex Tpke Metropark Rr Station, Iselin, NJ, 08830 2718, (732)635-0500 344446, Shubhakar Hegde, 8 Bennett Mills Rd, Jackson, NJ, 08527, (732)928-8235 342762, Shri Ram Post, LLC, 80 County Rd Usps Sorting Facility, Jersey City, NJ, 07097, (201)656-6050 304415, Peter Matarazzo, 507 Summit Ave, Jersey City, NJ, 07306 2917, (201)963-2233 304784, Peter Matarazzo, 318 Central Ave, Jersey City, NJ, 07307 2911, (201)792-9595 308429, Peter Matarazzo, 116 Newark Ave, Jersey City, NJ, 07302 2960, (201)200-1166 341667, Nicholas Demarco, 511 West Side Ave, Jersey City, NJ, 07304 1515, (201)434-5355 343695, Nicholas DeMarco, 147 Palisade Ave, Jersey City, NJ, 07306, (201) 420-4099 331310, Dhavel Patel, 463 Tonnele Ave, Jersey City, NJ, 07307 4446, (201)459-0006 338581, Dhavel Patel, 31 Broadway, Jersey City, NJ, 07306 6312, (201)332-4300 334706, DF Jersey City Donuts, Inc., 402-436 Grand St, Jersey City, NJ, 07303, (201)309-0777 335686, DF Exxon Donuts, Inc., 854 Jersey Avenue, Jersey City, NJ, 07310, (201)626-6314 304243, Brothers L, Inc., 725 State Rt 440, Jersey City, NJ, 07304 1000, (201)433-7197 341846, Anthony Santarelli, 400 Luis Munoz Martin Blvd Shoprite, Jersey City, NJ, 07302 2522, 201-420-0027 334685, Ann Lim, 2 Garfield Avenue Twin City Shop/Cent, Jersey City, NJ, 07305, (201)209-0320 330207. Keansburg Donuts, Inc., Route 36 & Main St. Keansburg, NJ, 07734, (732)495-9864 342203, Luis Garcia, 171 Main St, Keansburg, NJ, 07734, (732)787-4949 344291, Shetal Purohit, 946 Passaic Ave, Kearny, NJ, 07032 1406, 307559, Anand Patel, 297 Kearny Ave, Kearny, NJ, 07032 2507, (201)998-4544

308280. George D'Amore, 534 Boulevard, Kenilworth, NJ, 07033 1657, (908)377-2664 342542, Luis Garcia, 78 Broad St, Keyport, NJ, 07735 1244, (732)264-1177 307630, James Fabris, 1167 State Rt 23, Kinnelon, NJ, 07405 2024, (973)492-9204 337875, Patricia Babb, 766 Route 15 S, Lake Hopatcong, NJ, 07849, (973)663-0002 341894, Shubhakar Hegde, 1215 Route 70 Airport Rd, Lakewood, NJ, 08701 5947, (732)961-1116 343786, Shubhakar Hegde, 1650 Hwy 70, Lakewood, NJ, 08701, (732)961-0116 336689, William Bori, 1700 Madison Ave Shop Rite, Lakewood, NJ, 08701, (732)370-6669 334928, Rajiv Dharia, 136 Lakeside Dr, Landing, NJ, 07850 1119, (973)770-2336 337566. Shiv Kureti. 4 Lawrence Harbor Rd. Laurence Harbor. NJ. 08879. (732)765-9119 307041, Dhirajlal Saparia, 263 White Horse Pike N, Lawnside, NJ, 08045 1131, (856)546-2424 340825, Jignesh Pandya, 3373 Brunswick Pike Shop Rite/Foodarama, Lawrenceville, NJ, 08648, (609)750-0015 330486. Thomas Mascia. 1255 Us Highway 22 E. Lebanon. NJ. 08833 2214. (908)236-7720 342086, Kevin Maybury, 1039 Us Hwy 46, Ledgewood, NJ, 07852, (973)927-1044 302326, Kevin Maybury, 470 State Route 10 Roxbury Plaza, Ledgewood, NJ, 07852 9640, (973)252-4313 331316. Domingos Segueira, 661 Newman Springs Rd, Lincroft, NJ, 07738 1721, (732)345-9416 340038, Igor Zak, 101 North Park Ave, Linden, NJ, 07036 1032, (908)925-7300 331604, Naneshwar Sawant, 126 East Edgar Rd, Linden, NJ, 07036 3201, (732)470-7272 307734, Alka Patel, 851 S White Horse Pike & Gibbsboro Rd, Lindenwold, NJ, 08021 2400, (856)346-2922 343175, Mohammed Hague, 1500 State Highway Route 46, Little Falls, NJ, 07424, (973)785-4050 341161, Mohammed Hague, 510 Main St, Little Falls, NJ, 07424 1137, (973)785-3070 330027, Noreen Chirico, 1299 Us Highway 46, Little Falls, NJ, 07424 1922, (973)256-1006 308576, Rajiv Dharia, 57 E Main St, Little Falls, NJ, 07424 1646, (201)890-9458 344402, Anthony Santarelli, 31 Liberty St, Little Ferry, NJ, 07643 1708, (201)814-1005 302300, Anand Patel, 429 Us Highway 46, Little Ferry, NJ, 07643 1496, (201)440-3816 344414, Atul Rajguru, 3135 Northfield Rd, Livingston, NJ, 07039, (973)740-2003 308659, Gregory Lulko, 43 S. Livingston Ave, Livingston, NJ, 07039 3006, (973)992-3766 345429, Jayesh Patel, 291 N Main St, Lodi, NJ, 07644, (973)472-3700 344377, Wael Kioumji, 170 Gregg St, Lodi, NJ, 07644 2605, (201)820-2380 338451, Rahul Shah, 231 3rd Ave, Long Branch, NJ, 07740 6201, (732)870-3581 340322, Rahul Shah, 492 Joline Ave Rte 36 East, Long Branch, NJ, 07740 6822, (732)870-2303 345215, Rahul Shah, 638 Ocean Ave, Long Branch, NJ, 07740 5106, (732)571-1015 302395, Anand Patel, 227 Main St, Madison, NJ, 07940 2207, (973)377-9688 308056, Jaydeep Patel, 115 Franklin Tpke, Mahwah, NJ, 07430 1363, (201)529-5559 342191, Mitchell Baker, 130 State Route 17, Mahwah, NJ, 07430 1174, (201)529-0076 307290, William Bori, Us Highway 9 & Bay Ave, Manahawkin, NJ, 08050 0672, (609)597-9751 339284, Antonio Sequeira, 700 Route 33, Manalapan, NJ, 07726, (732)786-1262 302618, Nick Maragos, 336 US Highway 9, Manalapan, NJ, 07726 8278, (732)409-4948 336063, William Bori, 2445 Rt 34 C/O Shop Rite, Manasquan, NJ, 08736 1807, (732)292-9690 330471, Anand Patel, 101 S. Main St, Manville, NJ, 08835 1803, (908)429-9883 335802, Piyush Amin, 2891 Route 73 S, Maple Shade, NJ, 08052 1881, (856)667-7340 307860, Piyush Amin, 380 Route 73 N Clover Plaza, Maple Shade, NJ, 08052 1234, (856)667-9084 330101, Anthony Marchigiano, 2001 Springfield Ave, Maplewood, NJ, 07040 3435, (973)761-6778 340511, Kapil Mehta, 460 County Rd 520 Marlboro, NJ 07746 aka - 242 Rt 79 Morganville, Marlboro, NJ, 07746, (732)772-1133 339905, Kaushik Patel, 901 Old Marlton Pike West, Marlton, NJ, 08053, (856)596-6000 331327, Nesma Donuts, 1918 Washington Valley Rd, Martinsville, NJ, 08836, (732)560-4050 302004, Dharmesh Shah, 952 State Route 34, Matawan, NJ, 07747 3258, (732)566-9805 307858, Dharmesh Shah, 351d Matawan Rd, Matawan, NJ, 07747 3908, (732)566-4030 338515, Bhupendra Patel, 4450 East Black Horse Pike, Mays Landing, NJ, 08330, (609)909-5350 340425, Bhupendra Patel, 6394 Harding Way, Mays Landing, NJ, 08330 1019, (609)909-8887 343672, Piyush Amin, 420 Stokes Rd Route-541, Unit 6, Medford, NJ, 08055, (609)953-2494 331252, Anand Patel, 130 Bound Brook Rd, Middlesex, NJ, 08846 2201, (732)968-9745 331455, Jvalit Amin, 568 Union Ave, Middlesex, NJ, 08846 1960, (732)271-4047 300786. Francisco Segueira. 865 State Route 35. Middletown. NJ. 07748 3408. (732)671-9775 337325, Kings Highway Donuts, Inc., 1447 Hwy 35 North, C/O Shop Rite, Middletown, NJ, 07748, (732)615-9556 310444, Gregory Lulko, 363 Millburn Ave, Millburn, NJ, 07041 1325, (973)258-1030

343282, Shetal Shah, 23 North Main St, Milltown, NJ, 08850, (732)514-1700

342492, Ashwin Chaudhary, 1104 W. Main St, Millville, NJ, 08332, (856)327-7771 342112, Kalpesh Patel, 2291 N 2nd St. Wal\*Mart #2109, Millville, NJ, 08332 1305, (856)825-0087 336904, Thomas Mascia, 495 Georges Road, Monmouth Junction, NJ, 08852, (732)274-1988 341185, Mittal Patel, 10a State Route 23 Shoprite, Montague, NJ, 07827 3305, (973)293-8811 306840, Mohammed Haque, 1 Lackawanna Plaza, Montclair, NJ, 07042, (973)744-7011 331890, Mohammed Haque, 586 Bloomfield Ave, Montclair, NJ, 07042 2805, (973)744-0744 301713, Marriott Family Restaurants, Garden State Pkwy Mm 174 Montvale Service Plaza, Montvale, NJ, 07645 (201)391-8509 340135. Thomas Mascia. 128 Chestnut Ridge Rd. Montvale. NJ. 07645 1706. (201)476-9700 332967, Nilesh Patel, 1670 Nixon Dr, Moorestown, NJ, 08057 2675, (856)642-7900 339271, Burton Esrig, 438 Union Hill Rd, Morganville, NJ, 07751 1550, (732)536-3664 300933. Anand Patel, 246 Littleton Rd, Morris Plains, NJ, 07950 2925, (973)538-4090 302930, Kevin Maybury, 401 Speedwell Ave, Morris Plains, NJ, 07950 2137, (973)401-1270 302742, Anand Patel, 30 Lafayette Ave, Morristown, NJ, 07960 4178, (973)455-9464 331425. Anand Patel. 59-61 Morris St. Morristown, NJ. 07960 4211. (973)538-8833 308103, Yogesh Patel, 802b Woodlane Road, Mount Holly, NJ, 08060, (609)261-1104 340686, Yogesh Patel, 2679 Rt 206, Mount Holly, NJ, 08060 6713, (609)267-3996 340619, Kaushik Patel, 1215 SR-73, Mount Laurel, NJ, 08054 2292, (856)273-7998 339964, Luban Siddiqui, 3601 Rt 38, Mount Laurel, NJ, 08054 9734, (856)840-0730 302214, Piyush Amin, 807 Route 73, Mount Laurel, NJ, 08054 1165, (609)234-9844 339052, Yogesh Patel, 3101 Marne Hwy, Mount Laurel, NJ, 08054 9741, (856)234-9995 341542, Luban Siddiqui, 3211 Route 38 West, Mount Laurel, NJ, 08054, (856)608-1800 340801, Kevin Maybury, 114 State Hwy Route 206, Mount Olive, NJ, 07836, (973)584-8001 300391, Antoinette Brewton, 1400 Corlies Ave, Neptune, NJ, 07753 4902, (732)744-6110 310450, Jayne Flynn, 2200 State Route 66, Neptune, NJ, 07753 4062, (732)869-1580 345500, Paul Pimentel, 3701 Route 33, Neptune, NJ, 07753 3205, (732)922-8122 342369, Paul Pimentel, 2 Brighton Ave, Neptune City, NJ, 07753, (732)774-8188 337570, Sitanshu Mody, 720 Somerset St, New Brunswick, NJ, 08901 3225, (732)246-8565 340510, Sitanshu Mody, 335 George St, New Brunswick, NJ, 08902 2757, (732)246-2070 334723, Baj Of New Providence, LLC, 1255 Springfield Ave, New Providence, NJ, 07974 1935, (908)508-9700 302550, Vijay Shah, 895 Franklin Ave, Newark, NJ, 07107 2807, (973)485-1024 302617, T Mousa, 13 Court St, Newark, NJ, 07102 2605, (973)623-2259 339030, Sudhir Shah, Newark Airport Terminal C Space 23, Newark, NJ, 07114, (973)623-8888 342256, Philip Chuo, 226 Elizabeth Ave # 232, Newark, NJ, 07108 2717, (973)424-0140 307131, New Community Franchise Corp, 131 Bergen St, Newark, NJ, 07103 2426, (973)242-5040 337339, Mohammad Khalid, 746 Broadway # 756, Newark, NJ, 07104 4310, 302616, Mohammad Khalid, 3 Penn Plz E, Newark, NJ, 07105 2247, (973)817-7199 343752, Mohammad Khalid, 266 Park Ave, Newark, NJ, 07107, (973)483-1334 342634, Mohammad Khalid, 150 Halsey St Prudential Plaza Mall, 1st Flr, Newark, NJ, 07102, (973)643-9228 335482, Mirek Musial, Maple Court Mall Chestnut Street, Newark, NJ, 07105, (973)497-1600 331776, Mirek Musial, 350 Broad St, Newark, NJ, 07104 3314, (973)497-1600 304694, Mirek Musial, 139 1/2 Ferry St, Newark, NJ, 07105 2114, (973)817-8230 330445, Leanne Rettig, 880 Mt Prospect Ave, Newark, NJ, 07104 3620, (973)483-9055 343583, Lawrence Silverman, 257 Lyons Ave # 259, Newark, NJ, 07112 1737, (973)923-3856 302971, Andrew Topazio, 3 Gateway Ctr, Newark, NJ, 07102 4000, (973)623-0640 343469, Andrew Topazio, 1 Gateway Center, Newark, NJ, 07102, (973)623-0610 300931, Vernon Merritt IV, 2903 State Rt 23, Newfoundland, NJ, 07435 1418, (973)208-8338 302305, Gregory Lulko, 126 Water St, Newton, NJ, 07860 1415, (973)383-9124 342114, Gregory Lulko, 26 Hampton House Rd/Hwy 206 Wal\*Mart #2604, Newton, NJ, 07860, (973)940-1007 331780, Mohamed Choukier, 15 Schuyler Ave, North Arlington, NJ, 07031 6732, (201)998-0820 340835, VK INVESTORS, LLC, 8401 River Rd, North Bergen, NJ, 07047 6228, (201)861-7888 338690, Surinder Singh, 1810 Tonnelle Ave, North Bergen, NJ, 07047, (201)223-5512 344198, Sudhir Shah, 7401 Tonnelle Ave, North Bergen, NJ, 07047 4608, (201)868-8688 304199. Peter Matarazzo. 9001 Bergenline Ave. North Bergen, NJ. 07047 5235. (201)662-1111 340358, AUM Donut, LLC, 4108 Tonnelle Ave, North Bergen, NJ, 07047, (201)348-3700 332924, Amarkanth Saxena, 561 Milltown Rd. # 567, North Brunswick, NJ, 08902 3321, (732)246-1800 339492, Kaushik Patel, 400 Renaissance Blvd, North Brunswick, NJ, 08902, (732)297-9952

336192. Kevin Mavburv. 2170 Rte 130 N. North Brunswick. NJ. 08902 4804. (732)297-9952 342027, Sitanshu Mody, 2900 Us-1, North Brunswick, NJ, 08902, (732)297-0811 300917, Mukesh Parikh, 1200 New Rd, Northfield, NJ, 08225 1232, (609)569-0400 302929, Thomas Mascia, 260 Livingston St, Northvale, NJ, 07647 1902, (201)767-0767 301274, John Rader, 177 Washington Ave, Nutley, NJ, 07110 1921, (973)235-9827 339362, John Rader, 27 Park Ave, Nutley, NJ, 07110 3503, (973)284-1021 340832, Rahul Gajipara, 5750 Berkshire Valley Rd, Oak Ridge, NJ, 07438 9847, (973)208-1148 300557, Alka Patel, 702 White Horse Pike, Oaklyn, NJ, 08107 1222, (609)854-7812 339373. Antoinette Brewton. 1015 Rt 35. Ocean. NJ. 07712 4048. 310280, Arun Mandi, 962 West Ave, Ocean City, NJ, 08226 3558, (609)525-0444 343708, Arun Mandi, 2495 Rt 9, Ocean View, NJ, 08230, (609)729-5880 337571, Antonio Segueira, 3683 Route 9, Old Bridge, NJ, 08857 3563, (732)591-6322 339291, Igor Zak, 1449 RT 18 South, Old Bridge, NJ, 08857 3735, (732)607-9900 307655, Joseph Habib, 2590 Rt 516, Old Bridge, NJ, 08857 2161, (732)679-2775 331275, SKD, LLC, 529 Main St, Orange, NJ, 07050 1505, (973)672-6199 343735, Vincent Machi, 306 Main St, Orange, NJ, 07050, (973)672-4700 338151, Mitchell Baker, 201 Roosevelt Place Shop Rite, Palisades Park, NJ, 07650 1152, (201)461-5442 330209, Kaushik Patel, 1252 Route 73 N, Palmyra, NJ, 08065 1008, (609)786-9820 342066, Mitchell Baker, 175 Sr-4, Paramus, NJ, 07652, (201)843-8285 332772, Lea Geller, 669 Route 17 South, Paramus, NJ, 07652 3110, (201)689-9808 338161, Ben Aiello, 400 Paramus Rd Bergen Community College, Paramus, NJ, 07652 1508, (201)447-9251 308217, Harendra Tolia, 147 Rt 46 East, Parsippany, NJ, 07054, (973)227-3070 344954, Harendra Tolia, 323 Smith Rd The Shoppes at Mazdebrook, Parsippany, NJ, 07054, (973)560-9800 341932, Harendra Tolia, 450 N. Beverwyck Rd, Parsippany, NJ, 07054, (973)334-5800 307457, Mohamed Choukier, 199 Littleton Rd, Parsippany, NJ, 07054 1873, (973)402-6126 304702, Anand Patel, 11 Central Ave Main Ave, Passaic, NJ, 07055 8409, (973)779-1913 341459, Ramesh Jethwa, 675 River St, Paterson, NJ, 07524 1354, (973)742-2280 306147, Patterson Donuts, Inc., 39 E. 33rd St Route 20, Paterson, NJ, 07514 1336, (973)345-1535 302000, Mohammed Hague, 7 Smith St, Paterson, NJ, 07505 1801, (201)279-5629 307378, Mohammed Haque, 126 Broadway, Paterson, NJ, 07505 1116, (201)279-3282 336360, Khaled Abdalla, 139 Mcbride Ave/#147, Paterson, NJ, 07501 2606, (973)955-9229 300687, Dharmesh Shah, 161 Union Ave, Paterson, NJ, 07502 1820, (973)904-1411 334921, Ashwin Chaudhary, 99 Borrelli Blvd, Paulsboro, NJ, 08066, (609)423-7013 340754, Thomas Mascia, 28 Route 206, Peapack, NJ, 07977, (908)470-1721 330104, Bharat Patel, 1 W Hampton St, Pemberton, NJ, 08068 1010, (609)894-8200 344156, Burton Esrig, 2555 Pennington Rd Foodarama SR, Pennington, NJ, 08534, (609)737-7773 330498, Piyush Amin, 5245 Marleton Pike Rte 70 West, Pennsauken, NJ, 08109 4751, (856)667-7340 330849, Kaushik Patel, 113 Smith St, Perth Amboy, NJ, 08861 4415, (732)442-8881 337734, Kaushik Patel, 482 Smith St, Perth Amboy, NJ, 08861 3717, (732)826-0884 340658, Kaushik Patel, 626 State Street, Perth Amboy, NJ, 08861, 732-324-4316 310412, Jeffrey Rosa, 712 Memorial Pky, Phillipsburg, NJ, 08865 1679, (908)859-0012 302737, Jeffrey Rosa, 853 Memorial Parkway, Phillipsburg, NJ, 08865 1263, (908)859-0612 342299. Harendra Tolia. 36 U.S. Hwy 46. Pine Brook. NJ. 07058. (973)882-3161 343364, Kaushik Patel, 501 Erial Rd, Pine Hill, NJ, 08021 6301, (856)346-1772 336564, Nasser Saber, 421 S Washington Ave, Piscataway, NJ, 08854 1544, (732)424-8000 310478, Rutgers, The State University of NJ, 84 Joyce Kilmer Road, Piscataway, NJ, 08854 8045, (732)932-8040 302481, Thomas Mascia, 1016 Stelton Rd, Piscataway, NJ, 08854 4308, (732)981-0282 342598, Thomas Mascia, 117 Fleming Street Cpl, Piscataway, NJ, 08854 3354, (732)926-9109 302863, Arpan Patel, 1469 E Front St, Plainfield, NJ, 07062 1352, (908)755-3092 300896, Mohamed Choukier, 885 Us Highway 22, Plainfield, NJ, 07060 3622, (908)754-4426 335803, Bhupendra Patel, 218 New Road, Pleasantville, NJ, 08232 2170, (609)272-3140 334718, Bhupendra Patel, 915 N New Rd, Pleasantville, NJ, 08232 1233, (609)272-3053 302526, Sonal Donuts, Inc, 201 S Main St, Pleasantville, NJ, 08232 3027, (609)272-0308 302359. Atul Patel, 1039 Route 88. Point Pleasant, NJ, 08742 2355. (732)528-1919 339497, Atul Patel, 3201 Bridge Ave Bridge Plaza, Point Pleasant, NJ, 08742 3468, (732)899-8989 302754, Francisco Sequeira, State Highway 36 & Wilson Ave, Port Monmouth, NJ, 07758, (732)495-3394 330094, Kaushik Patel, 301 Port Reading Ave Mocci Plaza, Port Reading, NJ, 07064 1721, (732)855-7667

301557. Jignesh Pandya, 3495 US Hwy 1 Windsor Green Shopping Ctr, Princeton, NJ, 08540, (609)987-1217 340340, Kaushik Patel, Rte 571 & Cranbury Rd. Ellsworth Ctr, Unit C, Princeton Junction, NJ, (732)882-1890 336508, Anthony D'Amore, 1655 St. Georges Ave, Rahway, NJ, 07065 2001, (732)340-9708 302757, George D'Amore, 926 Saint Georges Ave, Rahway, NJ, 07065 2629, (732)499-8510 337949, Naneshwar Sawant, 2105 Rte 1 North, Rahway, NJ, 07065 5723, (732)574-3377 330653, Jaydeep Patel, 503 N Franklin Tpke, Ramsey, NJ, 07446 1123, (201)760-6466 300604, Mitchell Baker, 775 State Rt 17 S, Ramsey, NJ, 07446 1625, (201)825-8055 302335, Mitchell Baker, 926 State Rt 17 North, Ramsey, NJ, 07446 1694, (201)825-7849 304357. All Mansoura Inc., 224 S Salem St. Randolph, NJ, 07869 1616, (973)328-1119 302996, Rajesh Patel, 375 State Route 10, Randolph, NJ, 07869 2223, (973)989-6868 341303, Stop & Shop Supermarket Company, LLC, Route 206 Stop & Shop, Raritan, NJ, 08869, (908)685-1204 330087, Domingos Segueira, 30 Water St, Red Bank, NJ, 07701 1165, (732)224-3885 342554, Luis Garcia, 417 Route 35, Red Bank, NJ, 07701 5913, (732)345-9900 304472, Ming-Ju Judy Juan, 470 Broad Ave, Ridgefield, NJ, 07657 2302, (201)945-4828 331866, Keith Rasquinha, 13 N Broad St. Ridgewood, NJ, 07450 3801, (201)652-9417 334693, Ashwin Shah, 1019 Route 202, Ringoes, NJ, 08551, (908)806-8266 301688, David Gerald, 130 Skyline Dr, Ringwood, NJ, 07456 1955, (973)962-1406 302005, Dipak Desai, 10 Wildwood Boulevard, Rio Grande, NJ, 08242, (609)886-8006 310065, Rajesh Patel, 101 Midland Ave, River Edge, NJ, 07661 2313, (201)261-8668 344953, Shenouda Abdelmessiah, 1091 Washington Blvd Thriftway, Robbinsville, NJ, 08691 3119, (609)448-9540 338098, Shenouda Abdelmessiah, 34 Robbinsville Allentown Rd, Robbinsville, NJ, 08691 1413, (609)208-1700 302615, Amrik Sikand, 440 Rochelle Ave, Rochelle Park, NJ, 07662 3321, (201)368-2050 343426, Patricia Babb, 437 Route 46 East Glass Garden / SR, Rockaway, NJ, 07866, (973) 989-0303 342187, Kevin Maybury, 375 Mount Hope Ave Rockaway Mall, Rockaway, NJ, 07866 1645, (973)328-3100 300518, Anilkumar Patel, 387 US Hwy 46, Rockaway, NJ, 07866 3806, (973)328-9408 336467, Anthony D'Amore, 232 Columbus Avenue Cpl, Roselle, NJ, 07203 2018, (908)272-5929 304817, Veena Arora, 1001 Wood Ave, Roselle, NJ, 07203 2441, (908)298-6800 330474, Barbara Jedorowicz, 47 W. Westfield Ave, Roselle Park, NJ, 07204 2229, (908)620-1986 342737, Alka Patel, 301 Evesham Rd Rte 544, Runnemede, NJ, 08078, (856)939-2713 335625, Anand Patel, 56 Park Ave, Rutherford, NJ, 07070, (201)935-0346 343659, Mohamed Ahmed, 255 Pehle Ave, Saddle Brook, NJ, 07663, (201)538-0378 342333, Mohamed Ahmed, 487 Market St, Saddle Brook, NJ, 07663, (201)845-7456 304375, Golden Rings, Inc., 528 Raritan St, Sayreville, NJ, 08872 1429, (732)727-5033 337080, Kaushik Patel, 4500 Bordentown Ave, Sayreville, NJ, 08872 1785, (732)238-0839 340003, Andrew Topazio, 1985 Us Hwy 22, Scotch Plains, NJ, 07076 1055, (908)322-0415 342540, Andrew Topazio, 1985 Route 22 West Center Unit, Scotch Plains, NJ, 07076 1055, (908)322-0415 339664, Domingos Sequeira, 1002 Ocean Ave, Sea Bright, NJ, 07760 2123, (732)219-5169 330204, Luis & Roseanne Donuts, Inc., State Highway 35 Sea Girt Mall, Sea Girt, NJ, 08750, (732)528-1919 338855, William Bori, 1956 Rt 35 N, Seaside Heights, NJ, 08751 1248, (732)793-8100 345311, William Bori, Boardwalk and Hamilton Ave, Seaside Heights, NJ, 08751, (732)830-2266 342860, Dhavel Patel, 216 County Ave, Secaucus, NJ, 07094 2007, 330345, Divya Patel, 700 Plaza Dr Meadow Plaza Shopping Center, Secaucus, NJ, 07094 3604, (201)617-9200 307009. Raiesh Patel. 1351 Paterson Plank Rd. Secaucus. NJ. 07094 3719. (201)865-7384 306089, Dasharath Patel, 1551 Hurffville Rd, Sewell, NJ, 08080 4271, (609)228-8188 342850, Dasharath Patel, 300 Egg Harbor Rd, Sewell, NJ, 08080 1854, (856)582-9777 340987, Kaushik Patel, 660 Woodbury-Glassboro Rd Timberline Shopping Ctr, Sewell, NJ, 08080, (856)464-8555 300970, Shrewsbury Donuts, Inc., 15 Newman Springs Rd E, Shrewsbury, NJ, 07702 4009, (732)842-9721 344155, Burton Esrig, 1325 US Highway 206 ShopRite Foodarama, Skillman, NJ, 08558 1922, (609)921-3222 301061, Dasharath Patel, 150 S White Horse Pike, Somerdale, NJ, 08083 1794, (856)783-4460 332360, Arun Mandi, 560 New Rd, Somers Point, NJ, 08244, (609)525-0444 330804, Arvindkumar Patel, 752 Hamilton St, Somerset, NJ, 08873 3202, (732)246-1891 302129, James Morbit, 1067 Easton Ave, Somerset, NJ, 08873 1625, (732)249-5997 341169, Samir Desai, 1760 Easton Ave, Somerset, NJ, 08873 1366, (732)537-9100 302462, Chia-Lung Chung, 930 Us Highway 22, Somerville, NJ, 08876 1650, (908)231-8097 342415, Dipak Patel, 19 W. Main St, Somerville, NJ, 08876 2201, (908)685-9115 338701, Jvalit Amin, 93 Route 206, Somerville, NJ, 08876 4102, (908)704-1600 331939, Nasser Saber, 3549 Us Highway 22, Somerville, NJ, 08876 3457, (908)534-6565

344945. Sitanshu Mody, 4180 Route 1 North, South Brunswick, NJ, 08852, 341967, Tom Mascia, 805 Cranbury Rd, South Brunswick, NJ, 08810, (732)656-4252 302912, Anand Patel, 2 S Orange Ave, South Orange, NJ, 07079 1702, (973)762-6122 306143, Nasser Saber, 114 Maple Ave, South Plainfield, NJ, 07080 3407, (908)757-7222 300589, TRM Group, Inc., 2007 Park Ave, South Plainfield, NJ, 07080 5401, (908)757-2221 341388, Patricia Babb, 5 Centre St. Unit B, Sparta, NJ, 07871, (973)726-3399 331928, Atul Patel, 7 State Route 71, Spring Lake, NJ, 07762 1824, (732)282-0670 304636, FP Baking Corp, 101 Us Highway 22, Springfield, NJ, 07081 3122, (973)564-9358 302553, Raiiv Dharia, 25 Us Highway 206 S, Stanhope, NJ, 07874 3264, (973)347-9500 307322, Azucena Sumallo, 1001 Valley Rd, Stirling, NJ, 07980 1522, (908)647-1919 330095, Azucena Sumallo, 33 Union PI, Summit, NJ, 07901 3603, (908)273-1633 338861, Kalpesh Shah, 1111 Route 322, Swedesboro, NJ, 08085, (856)467-2041 343856, Kaushik Patel, 1529 Route 206, Tabernacle, NJ, 08088 8801, (609)268-1434 330225, Mirek Musial, 1406 Teaneck Rd, Teaneck, NJ, 07666 5000, (201)862-0062 340234, Javne Flynn, 4060A Asbury Ave, Tinton Falls, NJ, 07753, (732)922-3600 341523, Dominic Sequeira, 596 Shrewsbury Ave, Tinton Falls, NJ, 07701 4909, (732)219-1725 337372, Atul Naik, 1781 Hooper Ave, Toms River, NJ, 08753 8135, (732)255-9308 336718, Atul Naik, 911 Fisher Blvd, Toms River, NJ, 08753, (732)288-9707 337324, Maria Simas, Rt 37 & Rt 166/Foodtown, Toms River, NJ, 08757, (732)286-3033 341503, Paul Pimentel, 1256 Indian Head Road Pathmark, Toms River, NJ, 08755 4075, (732)505-6440 341122. Paul Pimentel, 1299 Hooper Ave Exxon, Toms River, NJ, 08753 3328, (732)341-1210 339458, Paul Pimentel, 1902 Route 37 E, Toms River, NJ, 08753 8200, (732)831-0008 344283, Richard Cole, 101 Washington St, Toms River, NJ, 08753 7625, (732)244-4100 301108, Seashore Donuts, Inc., 146 Route 37 E, Toms River, NJ, 08753 6408, (732)244-4100 339061, Shilpa Patel, 1594 Lakewood Rd Rte 9, Toms River, NJ, 08755, (732)914-4740 344343, Shilpa Patel, 380 Dover Rd, Toms River, NJ, 08757 5239, 301653, Ashwin Prajapati, 580 US Highway 46, Totowa, NJ, 07512 1702, (973)785-3143 340498, Chandresh Patel, 275 Parkway Avenue, Trenton, NJ, 08618 2963, (609)394-0455 300575, Pramodkumar Shah, 410 Lalor St Suite A1, Trenton, NJ, 08611 3545, (609)394-0855 300481, Shenouda Abdelmessiah, 2803 S Broad St, Trenton, NJ, 08610 3603, (609)888-4911 300953, Shenouda Abdelmessiah, 766 Highway 33, Trenton, NJ, 08619 4414, (609)890-3949 330162, Suresh Patel, 801 N Olden Ave Exxon, Trenton, NJ, 08638 4901, (609)392-3589 344387, Suresh Patel, 81 Hamilton St Soverign Arena, Trenton, NJ, 08611, (609)538-0355 300374, Virendra Patel, 225 E State St, Trenton, NJ, 08608 1813, (609)392-4494 335973, Crosskeys Donuts, LLC, 460 Hursville-Crosskeys Rd, Turnersville, NJ, 08012, (856)589-9406 336391, Dasharath Patel, 5340 Rte 42 South, Turnersville, NJ, 08012 1452, (856)228-1111 302002, Dasharath Patel, 5751 Route 42 South, Turnersville, NJ, 08012 1469, (856)228-8188 341251, Paresh Patel, 2801 Rt 42 (WW), Turnersville, NJ, 08081, (856)262-2500 335484, Naneshwar Sawant, 1451 Stuyvesant Ave., Union, NJ, 07083, (908)687-3336 336191, Gard Of 1401 Morris Ave, Inc., 1401 Morris Ave, Union, NJ, 07083 3321, (908)964-8365 330997, Anthony D'Amore, 320 Chestnut St, Union, NJ, 07083 9401, (908)624-0500 310297, Mayur Patel, 3606 Bergenline Ave, Union City, NJ, 07087 4753, (201)866-7646 307961, Mayur Patel, 4900 Bergenline Ave, Union City, NJ, 07087 5114, (201)866-7646 337712, Jawahar Javeri, 10 Landis Ave, Upper Deerfield, NJ, 08302 4316, (856)451-0202 331606, Vernon Merritt IV, Route 94 And Church St, Vernon, NJ, 07462, (973)764-7744 301620, Alka Patel, 360 N Delsea Dr, Vineland, NJ, 08360 3672, (856)696-9766 341915, Ashwin Chaudhary, 709 E. Chestnut Ave, Vineland, NJ, 08360 5720, (856)691-5444 337486, Chandrakantbhai Patel, 1 S. Burnt Mill Rd, Voorhees, NJ, 08043 1101, (856)616-0080 330343, Keith Rasquinha, 29 E Prospect St, Waldwick, NJ, 07463 2009, (201)493-8810 340906, Wael Kioumji, 434 Main Ave #452 Wallington Square Mall, Wallington, NJ, 07057 1830, (973)471-3741 308346, Nasser Saber, 177 Washington Valley Rd., Warren, NJ, 07059 2615, (732)271-4010 304013, Vandac, Inc., 156 Sr-31, Washington, NJ, 07882 1834, (908)689-7941 308521, Keith Rasquinha, 293 Pascack Rd, Washington Township, NJ, 07675 4809, (201)358-9806 343632. Ashok Agarwal. 1409 Willowbrook Mall Space 1720 100 Willowbrook Dr. Wavne. NJ. 07470. (973)256-4992 300362, James Fabris, 1055 Hamburg Tpke, Wayne, NJ, 07470 3211, (973)872-0530

338975, James Fabris, 1220 Hamburg Tpke Stop & Shop, Wayne, NJ, 07470, (973)305-1333

306000, James Fabris, 2387 Hamburg Tpke, Wayne, NJ, 07470 6230, (973)831-9814 334726, Makindough, 60 Riverview Drive, Wayne, NJ, 07470 3102, (973)633-9992 340350, Amit Shah, 2816 Palisades Ave, Weehawken, NJ, 07086 4629, (201)348-0495 345033, Shetal Purohit, 4100 Park Ave, Weehawken, NJ, 07086 6196, (201)348-8700 308633, Mohamed Choukier, 584 Passaic Ave, West Caldwell, NJ, 07006 6714, (201)226-7772 332100, William Bori, 271 Highway 36, West Long Branch, NJ, 07764, (732)542-0605 345180, William Bori, 269 Highway 36, West Long Branch, NJ, 07764, 331605, Vernon Merritt IV, Union Valley Road West Milford Twp, West Milford, NJ, 07480, (973)728-6111 341924. Atul Raiguru. 442 Pleasant Valley Way. West Orange. NJ. 07052 2921. (973)325-5664 308866, Mohammad Khalid, 581 Northfield Ave # G, West Orange, NJ, 07052 2426, (973)243-4990 340152, Khaled Abdalla, 1007 Mcbride Ave Unit B -108, West Paterson, NJ, 07424 2534, (973)837-1075 308632, Mohammed Hague, Plaza 46 West, West Paterson, NJ, 07424, (201)785-3453 335599, Rose Marie Komondy, 421 Central Ave., Westfield, NJ, 07090, (908)928-0443 308571, Piyush Amin, 145 Haddon Ave, Westmont, NJ, 08108 2745, (856)854-9622 330030, Gregory Lulko, 321 State Route 15, Wharton, NJ, 07885 2601, (201)442-8033 340583, Kevin Maybury, 567 Route 10, Whippany, NJ, 07981 1513, (973)884-6263 340789, Dhirajlal Saparia, 320 Beverly Rancocas Rd Ste 24, Willingboro, NJ, 08046 3428, (609)835-7777 338660, Kaushik Patel, 999 Rahway Ave, Woodbridge, NJ, 07095, (732)750-0137 338224, Kaushik Patel, 887 St Georges Ave, Woodbridge, NJ, 07095 2514, (732)855-8580 342283, Kaushik Patel, 615 Main St, Woodbridge, NJ, 07095 1104, (732)855-0883 331286, Kaushik Patel, 458 Amboy Ave, Woodbridge, NJ, 07095, (732)855-8962 340856, Kaushik Patel, 1152 Us Hwy 9 North, Woodbridge, NJ, 07095 1216, (723)596-1250 342771, Nisha Patel, 507 E. Main St, Wrightstown, NJ, 08562, (609)723-3238 300471, Thomas Barone, 1040 Central Ave, Albany, NY, 12205 3506, (518)459-4570 304724, Lucia Prudencio, 601 New Scotland Ave, Albany, NY, 12208 1902, (518)482-3880 304359, Lucia Prudencio, 439 Madison Avenue, Albany, NY, 12210, (518)463-0229 300365, Lucia Prudencio, 1066 Madison Av, Albany, NY, 12210, (518)482-3640 332425, Gregory Nolan, 392 Karner Rd, Albany, NY, 12205, (518)869-0306 300594, Fernando Cafua, 1232 Western Ave Suite 1, Albany, NY, 12203 3326, (518)438-0821 331817, David Cafua, One Commerce Plaza Twin Twrs. Wash. Av., Albany, NY, 12210, (518)436-9434 336462, David Cafua, 457 Albany Shaker Rd, Albany, NY, 12211 1833, (518)457-0159 307866, David Cafua, 39 N Pearl St, Albany, NY, 12207 2785, (518)427-0897 331927, David Cafua, 1425 Washington Ave, Albany, NY, 12206 1093, (518)435-9797 341973, David Cafua, 141 Washington Ave Ext Wal\*Mart, Albany, NY, 12210 2303, (518)869-0094 341801, CFI Management, LLC, 677 Central Ave, Albany, NY, 12206 1604, (518)438-4698 343841, Goonjit Mehta, 3242 W. State St, Allegheny, NY, 14706, (716)372-1281 343277, Steven Galloway, 2155 Eggert Rd, Amherst, NY, 14226 2001, (716)862-3855 343124, Kainos Main-Bailey LLC, 3640 Main St, Amherst, NY, 14226, (716)446-9210 343113, Christopher Cortese, 55 Cross Point Pkwy Suite 100, Amherst, NY, 14068, (716)625-8314 343889, Christopher Cortese, 1355 Niagara Falls Blvd Rte 62 Delta Sonic, Amherst, NY, 14226, (716)446-9213 336443, Joseph Garcia, 160 Church Street, Amsterdam, NY, 12010 4200, (518)842-8219 307440, Joseph Garcia, Rt 30 N #128, Amsterdam, NY, 12010 8445, (518)627-0237 332257. Khalid Drihmi, 7858 State Route 434. Apalachin, NY, 13732. (607)625-4855 330195, James Lash, 800 Saw Mill River Rd, Ardsley, NY, 10502 1513, (914)674-8530 306660, Akhtaruzza Man Chowdhury, 3114 Ditmars Blvd, Astoria, NY, 11105 2306, (718)274-3011 338115, Paul Waltzer, 4307 Astoria Blvd, Astoria, NY, 11105 1525, (718)267-8020 331206, Prabir Mitra, 3221 33rd St, Astoria, NY, 11106, (718)786-6825 303543, Michael Pereira, 2 E. Genesee St, Auburn, NY, 13021 4006, (315)258-9308 304010, Michael Pereira, 149 Grant Ave, Auburn, NY, 13021, (315)253-0052 331770, Ana Paula Vieira, 2781 Lakeville Rd, Avon, NY, 14414 9716, (585)226-3778 341865, David Jablon, 1002 Merrick Road, Baldwin, NY, 11510 3315, (516)223-6156 342244, Edward S. Wolak, 2244 Downer St, Baldwinsville, NY, 13027, (315)635-7480 331499, Edward Wolak, 34 E Genesee St, Baldwinsville, NY, 13027, (315)638-2601 342327, Jeremiah Burke, 194 Church Ave, Ballston Spa, NY, 12020, (518)884-8076 308855, Jeremiah Burke, 2007 Doubleday Ave, Ballston Spa, NY, 12020 1200, (518)885-8530 344154, Jeremiah Burke, 2954 US Route 9, Ballston Spa, NY, 12020, (518)581-8078 344405, Jeremiah Burke, 451 Geyser Rd Cumberland Farms, Ballston Spa, NY, 12020 3022, (518)884-8506

300924, Michael Mikolajczyk, 136 W Main St, Batavia, NY, 14020 2014, (585)343-4550 303563, Mark Cafua, 353 W Morris St, Bath, NY, 14810 1029, (607)776-6416 337358, Alvin Goldstein, 1701 Sunrise Hwy South Shore Mall, Bay Shore, NY, 11706 6091, (631)968-6377 341943, Seth Goldstein, 1403 Brentwood Rd, Bayshore, NY, 11706 5251, (631)969-8660 344878, Francis Coleman, 195 Pine Aire Dr, Bayshore, NY, 11706, (631)584-5874 332346, Metro Franchising Commissary, LLC, 23-40 Bell Blvd, Bayside, NY, 11361, (718)229-9836 332345, Metro Franchising Commissary, LLC, 3504 Bell Blvd, Bayside, NY, 11361 1732, (718)428-3340 310301, Joseph Deangelis, 388 Fishkill Ave, Beacon, NY, 12508 1208, (845)838-6711 344725. Benhenry VanDerLinde, 715 Upper Court St. Binghamton, NY, 13904 2709, (607)238-7794 306480, Mayur Kaneria, 1315 Upper Front St, Binghamton, NY, 13901 1014, (607)722-0455 336971, Mayur Kaneria, 211 Main St, Binghamton, NY, 13905 2623, (607)797-1969 300779, Jaydeep Patel, 27 Route 303, Westshore Shopping Center, Blauvelt, NY, 10913 1123, (845)398-2724 310458, Milfa International Corp., 4541 Sunrise Hwy, Bohemia, NY, 11716 4603, (631)589-5352 342476, More Dough Six, LLC, 1573 Lakeland Ave (Lakeland Ave/ Smithtown Rd), Bohemia, NY, 11716, (631)244-3618 341162, Metro Franchising Bakery LLC, 260 Motor Pkwy, Brentwood, NY, 11717 1215, (631)273-7020 331066, Vera Nicoletti, 759 Suffolk Ave, Brentwood, NY, 11717 4408, (631)952-3997 336340, Edward Wolak, 9555 Brewerton Road, Brewerton, NY, 13029, (315)676-2494 338797, William Debonis, 111a Independant Way, Brewster, NY, 10509 2369, (845)278-1802 300848, James Williams, 1583 Route 22 Country Plaza, Brewster, NY, 10509, (845)278-4667 343665, Edward Wolak, 8010 State Rd 31, Bridgeport, NY, 13030, (315)633-2333 341766, Kevin Garcia, 3682 State Hwy 30, Broadalbin, NY, 12025, (518)883-6150 341887, Nancy Davis, 3414 Jerome Ave, Bronx, NY, 10467 1002, (718)325-1474 332150, Nicholas Rassias, 1780 E Gun Hill Rd, Bronx, NY, 10469 6011, (718)320-4070 337905, Paul Panzarella, 950 Allerton Ave, Bronx, NY, 10469 4338, (718)653-8341 339932, Srinivas Maddali, 1583 Westchester Avenue, Bronx, NY, 10472 2918, (718)378-3069 335610, Sunapee Food Services, LLC, 2501 3rd Av, Bronx, NY, 10451, (718)402-2885 342453, Thomas Hughes, 1720 Eastchester Rd Pathmark, Bronx, NY, 10461 2322, (718)823-6068 336074, Thomas Hughes, 701 Allerton Ave, Bronx, NY, 10467 8217, (718)882-6170 345536, Tumay Basaranlar, 2350 Jerome Ave, Bronx, NY, 10458, (718)220-5651 338596, Tumay Basaranlar, 26 Burnside Ave, Bronx, NY, 10453 4601, (718)294-5780 345132, Tumay Basaranlar, 3059 Webster Ave, Bronx, NY, 10467 4904, (718)944-1590 342458, Tumay Basaranlar, 327 E. Fordham Rd, Bronx, NY, 10458 5051, (718)367-7022 345431, Tumay Basaranlar, 3276 Jerome Ave, Bronx, NY, 10468 1106, (718)220-3482 335890, Tumay Basaranlar, 3804 Boston Post Rd, Bronx, NY, 10475, (718)599-2284 345513, Tumay Basaranlar, 4147 Throggs Neck Expy, Bronx, NY, 10465 3458, (718)834-9292 338697, Vipul Mehta, 1368 E. Gunhill Rd, Bronx, NY, 10469 3011, (718)231-1050 344465, Yehya Soliman, 3089 Bainbridge Ave, Bronx, NY, 10467, (718)547-3956 310003, Anastasios(Thomas) Gianopolous, 2501 3rd Ave, Bronx, NY, 10451 6323, (718)402-2885 340725, Anil Kapoor, 114 Bruckner Blvd, Bronx, NY, 10454 4516, (718)402-4222 340367, Anil Kapoor, 2451 Eastchester Rd, Bronx, NY, 10469 5915, (718)655-2300 340091, Anil Kapoor, 511 E. 163rd St, Bronx, NY, 10451 4227, (718)420-6700 332067. Anil Shah. 2148 White Plains Rd. Bronx. NY. 10462 1406. (718)792-3686 337504, Barbara Houlihan, 1845 Webster Ave, Bronx, NY, 10457 6013, (718)466-0150 342732, Barbara Houlihan, 2200 White Plains Rd, Bronx, NY, 10467 9404, (718)944-2109 332794, Barbara Houlihan, 4399a White Plains Rd, Bronx, NY, 10466 1414, (718)944-2309 345918, Chandan Kumar Sengupta, 209 W. 231st St, Bronx, NY, 10463, (718)432-2742 341192, Delroy Levy, 1320 Hutchinson River Pkwy North Bound, Bronx, NY, 10461, (718)863-8691 341194, Delroy Levy, 1325 Hutchinson River Pkwy South Bound, Bronx, NY, 10461, (718)863-8692 345951, Edward Chiaravalle, 2515 Boston Road, Bronx, NY, 10467, (718)231-2835 330160, Edward Chiaravalle, 763 E. Gun Hill Rd, Bronx, NY, 10467 6107, (718)652-7845 342733, George Khoury, 880 Garrison Ave, Bronx, NY, 10474 5330, (718)861-4171 339080, John Troiano, 4521 3rd Ave, Bronx, NY, 10457 1515, (718)220-3337 338595. Lalmir Sultanzada. 843 East 149th St., Bronx, NY, 10455 4611, (718)292-6882 304622, Louis Katsos, 4090 Boston Rd, Bronx, NY, 10475 1108, (718)324-8842 332352, Metro Franchising Commissary, LLC, 1550 Bedford Ave, Brooklyn, NY, 11225, (718)493-1175 337503, Lalmir Sultanzada, 40 Empire Blvd., Brooklyn, NY, 11225 2409, (718)284-9305

308195, Konstantino Skrivanos, 8514 Bay Pky, Brooklyn, NY, 11214 4104, (718)449-5396 330913, Konstantino Skrivanos, 8513 18th Ave, Brooklyn, NY, 11214 2912, (718)234-7488 307580, Konstantino Skrivanos, 8425 5th Ave 84th Street, Brooklyn, NY, 11209 4709, (718)836-8847 339369, Konstantino Skrivanos, 7519 5th Avenue, Brooklyn, NY, 11209 3301, (718)439-7305 331529, Konstantino Skrivanos, 7111 3rd Ave, Brooklyn, NY, 11209 1308, (718)748-3294 345147, Konstantino Skrivanos, 6627 Bay Pkwy, Brooklyn, NY, 11204 3934, 310149, Konstantino Skrivanos, 6620 Avenue U, Brooklyn, NY, 11234 6021, (718)241-4064 331338, Konstantino Skrivanos, 6309 18th Ave # 6315, Brooklyn, NY, 11204 2904, (718)331-4806 332351, Metro Franchising Commissary, LLC, 1939 Linden Blvd, Brooklyn, NY, 11207, (718)385-6338 332353, Metro Franchising Commissary, LLC, 418 Coney Island Ave, Brooklyn, NY, 11218, (718)437-7730 335014, Metro Franchising Commissary, LLC, 8775 Bay Pkwy, Brooklyn, NY, 11214 5601, (718)449-5396 341769, Mohammad Sandhu, 203 Avenue U, Brooklyn, NY, 11223 3741, (718)265-3015 304204, Ram Singla, 11010 Flatlands Ave, Brooklyn, NY, 11207 8200, (718)257-3300 343683, Ram Singla, 1358 PA Ave, Brooklyn, NY, 11239, (718)424-4492 336750, Ram Singla, 1427 Linden Blvd, Brooklyn, NY, 11212, (718)385-6338 308107, Romina Pour, 2092 Rockaway Pky, Brooklyn, NY, 11236 5802, (718)251-1052 344818, Rosemary Benedetto, 8704 Fourth Ave, Brooklyn, NY, 11209 5110, 339755, Shiv Kureti, 640 Conduit Blvd, Brooklyn, NY, 11208 3340, 307197, 26 Court Operating, Inc., 22 Court St, Brooklyn, NY, 11201 4318, (212)563-7440 335886, Abdul Bari Nasary, 1130 Myrtle Ave, Brooklyn, NY, 11206 5908, (718)443-0726 331707, Abdul Bari Nasary, 1556 Broadway, Brooklyn, NY, 11221 4249, (718)574-4539 342307, Asam Habib, 1700 Church Ave, Brooklyn, NY, 11226 2630, (718)282-0112 310196, Benar Gencoglu, 3031 Coney Island Ave, Brooklyn, NY, 11235 5221, (718)646-9700 300882, Chia Yung (Sammy) Hsiao, 1309 Fulton St, Brooklyn, NY, 11216 2149, (718)636-7823 310177, Chia Yung (Sammy) Hsiao, 552 3rd Ave, Brooklyn, NY, 11215 4627, (718)788-7888 307198, Chock 452 Operating Inc, 451 Fulton St, Brooklyn, NY, 11201 5207, (718)858-3440 345824, Dennis Colaitis, 1617 Neptune Ave, Brooklyn, NY, 11224, (718)265-1810 345142, George Curis, 2419 Coney Island Ave, Brooklyn, NY, 11223 5021, (718) 376-3590 361797, George Curis, 934 Kings Hwy, Brooklyn, NY, 11229, 718-627-2450 343705, John Munayirji, 6743 4th Ave, Brooklyn, NY, 11220, 307815, Jong Chen, 56 Court St, Brooklyn, NY, 11201 4901, (718)625-2068 304397, Konstantino Skrivanos, 1422 Kings Hwy, Brooklyn, NY, 11229 2004, (718)998-2632 306813, Konstantino Skrivanos, 1575 Flatbush Ave, Brooklyn, NY, 11210 3041, (718)434-3844 331356, Konstantino Skrivanos, 1691 E 16th St, Brooklyn, NY, 11229 2901, (718)375-0887 340100, Konstantino Skrivanos, 170 27th Street, Brooklyn, NY, 11232 1625, (718)998-2632 345816, Konstantino Skrivanos, 1720 Atlantic Ave, Brooklyn, NY, 11213 1218, (718)756-1011 345224, Konstantino Skrivanos, 1930 Ralph Ave, Brooklyn, NY, 11234 5302, 307066, Konstantino Skrivanos, 1980 86th St, Brooklyn, NY, 11214 3134, (718)449-2840 344472, Konstantino Skrivanos, 289 Hamilton Ave, Brooklyn, NY, 11231 3926, (718)237-0374 343123, Christopher Cortese, 1 Walden Galleria Walden Galleria Mall K14, Buffalo, NY, 14225, (716)651-0080 344071, Christopher Cortese, 2340 DE Ave, Buffalo, NY, 14216 2606, (716)873-6666 344740, Steven Galloway, 598 Main St, Buffalo, NY, 14202, (716)845-7060 342152. The Benderson 1993-2 Trust. 1264 Main St Delta-Sonic. Buffalo. NY. 14209. (716)541-2116 301760, Jeremiah Burke, 809B Route 50, Burnt Hills, NY, 12027 9568, (518)384-0038 344150, Jose Leal, 7555 Route 32, Cairo, NY, 12413 3263, (518)622-3248 343699, Mark Cafua, 5300 W. Genesee St, Camillus, NY, 13031, (315)484-9231 308631, David Francisco, 3189 County Road 10 Walmart Plaza, Canandaigua, NY, 14424 2236, (585)396-0240 343103, Jose Leal, 4202 Recreation Dr Wal Mart, Canandaigua, NY, 14424, (585)394-7950 340438, Edward S. Wolak, 369 North Peterboro St, Canastota, NY, 13032, (315)697-7160 308582, Marriott Corporation, Rr 5 Box 56, Canastota, NY, 13032 9447, (315)687-0015 341694, David White, 103 East Main St, Canton, NY, 13617, (315)386-4430 330201, James Williams, 142 Brewster Ave, Carmel, NY, 10512 2303, (845)225-6320 343817, William Debonis, 1090 Route 52, Carmel, NY, 10512 4821, (845) 228-1238 339956. Manuel Leal. 95 Miller Rd. Castleton On Hudson. NY. 12033 4022. (518)479-7215 308831, Fernando Cafua, 213 W Bridge St, Catskill, NY, 12414 1724, (518)943-2061 343191, John Elliott, 2165 Middle Country Rd, Centereach, NY, 11720, (631)981-0570 336384, Edward Wolak, 3041 East Ave/ Rt 49, Central Square, NY, 13036, (315)676-3385

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- 330476, Jaydeep Patel, 141 Route 32, Central Valley, NY, 10917 3604, (914)928-6144
- 331336, James Lash, 86 S Greeley Ave, Chappaqua, NY, 10514 3316, (914)238-4677
- 343354, Christopher Cortese, 3650 Broadway St Suite 2, Cheektowaga, NY, 14227 1125, (716)654-4673
- 343633, Christopher Cortese, 3650 Broadway Suite 1, Cheektowaga, NY, 14227 1125, (716)651-4680
- 300422, Michael Minigell, 4395 Union Rd, Cheektowaga, NY, 14225 2303, (716)634-4377
- 343281, Steven Galloway, 3501 Union Rd State Rt 277, Cheektowaga, NY, 14225 5127, (716)651-0290
- 343875, Steven Galloway, 5090 Genesee St, Cheektowaga, NY, 14225 2414, (716)651-4683
- 341976, The Benderson 1993-2 Trust, 2285 Walden Ave Delta Sonic, Cheektowaga, NY, 14225 4727, (716)206-8651
- 307691, Mahendra Patel, 221 Route 17m Chester Mall, Chester, NY, 10918, (845)469-6026
- 340239, Ed Wolak, 900 E. Genesee St, Chittenango, NY, 13037 1336, (315)687-7700
- 310118, David Cafua, 5917 State Route 31, Cicero, NY, 13039 8899, (315)698-0743
- 342253, Edward S. Wolak, 8083 Brewerton Rd Rt 11, Cicero, NY, 13039, (315)699-7864
- 344015, Edward Wolak, 4155 State Route 31 Great Northern Mall, Clay, NY, 13041, (315)622-3850
- 336968, Edward Wolak, 4184 Nys Route 31, Clay, NY, 13041 8739, (315)546-0300
- 338717, David Cafua, 1530 Route 9, Clifton Park, NY, 12065 5629, (518)373-0384
- 300176, Dinart Serpa, 1752b Rt 9, Parkwood Plaza Po Box 413, Clifton Park, NY, 12065 9809, (518)373-2167
- 306023, Dinart Serpa, 6 Clifton Park Center Road, Clifton Park, NY, 12065, (518)383-2600
- 343409, Dinart Serpa, 602 Plank Rd, Clifton Park, NY, 12065 2021, (518)373-6613
- 343823, Gregory Nolan, 1532 Crescent Rd, Clifton Park, NY, 12065, (518)373-2900
- 332120, Jeral Forger, 33 Utica St, Clinton, NY, 13323, (315)853-0703
- 302632, Carlos Teixeira, East Main Rd #1, Route 7 East, Cobleskill, NY, 12043, (518)234-9215
- 306146, David Cafua, 92 Saratoga St, Cohoes, NY, 12047 3117, (518)237-5896
- 341410, Metro Franchising Bakery LLC, 13007 20th Ave, College Point, NY, 11356 2435, (718)478-1923
- 302011, CFI Management, LLC, 41 Wolf Rd, Colonie, NY, 12205 2691, (518)459-2629
- 336401, David Cafua, 1636 Central Ave, Colonie, NY, 12205, (518)862-1030
- 340272, Mark Cafua, 186 Wolf Rd, Colonie, NY, 12205, (518)454-9400
- 308727, Howard Curd, 169A Commack Rd, Commack, NY, 11725 3443, (631)543-3392
- 330477, Jaydeep Patel, 15 S Route 303, Congers, NY, 10920 2449, (845)267-0484
- 302889, Mark Cafua, 125 Conhocton St, Corning, NY, 14830 2911, (607)937-5940
- 332132, Ami Patel, 45 Quaker Ave, Cornwall, NY, 12518 2127, (845)534-4300
- 345493, Rodolfo Valencia, 10227 Roosevelt Ave, Corona, NY, 11368 2331,
- 337045, Auxiliary SVC Corp Of Suny Cortland, Inc, 1 Neubig Rd Neubig Hall, Cortland, NY, 13045 2497, (607)753-4090
- 342265, Edward Wolak, 927 Tompkins St State Highway 13, Cortland, NY, 13045, (607)622-0788
- 300789, Paulo Sardinha, 2102 Main St, Cortlandt Manor, NY, 10567, (914)737-5571
- 342423, Paulo Sardinha, 98 Roa Hook Rd, Cortlandt Manor, NY, 10567, (914)734-4171
- 335799, James Lash, 22 Maple St, Croton On Hudson, NY, 10520, (914)271-2309
- 337051, David White, Rt 374 & Reservoir Road, Dannemora, NY, 12929, (518)492-9901
- 340745, Goonjit Mehta, 9475 Airport Plaza, Dansville, NY, 14437, (585)335-6850
- 336630, Edward Wolak, 6681 Collamer Rd, De Witt, NY, 13057, (315)701-1320
- 304537, Ivo Garcia, 232 DE Ave, Delmar, NY, 12054 1405, (518)439-7661
- 343434, Christopher Cortese, 4891 Transit Rd, Depew, NY, 14043, (716)668-6200
- 345695, Edward Wolak, 3649 Erie Blvd E. Shoppingtown Mall, Dewitt, NY, 13214, (315)446-1030
- 330196, James Lash, 1 Southfield Ave 400 Ashford Plaza, Dobbs Ferry, NY, 10522 2715, (914)674-8552
- 341985, Kevin Allardi, 3 Dover Village Plaza, Dover Plains, NY, 12522, (845)877-3510
- 343317, Thomas Santurri, 36 North St, Dryden, NY, 13053, (607)844-5336
- 331325, Carlos Teixeira, 6030 Duanesburg Rd Mobil Station, Duanesburg, NY, 12056 2610, (518)459-4570
- 344967, Steven Galloway, 3929 Vineyard Dr, Dunkirk, NY, 14048, (716)366-9277
- 341051, Metro Franchising Bakery LLC, 10702 Grand Central Pky East, East Elmhurst, NY, 11369, (718)478-1923
- 341050, Metro Franchising Bakery LLC, 10801 Grand Central Pkwy, East Elmhurst, NY, 11369,
- 306151, David Cafua, 603 Columbia Tpke, East Greenbush, NY, 12061 1603, (518)477-2289
- 340554, David Cafua, 97 Troy Rd, East Greenbush, NY, 12061 1013, (518)477-4087
- 331264, Judith Dazzo, 329 Merrick Ave, East Meadow, NY, 11554 1549, (516)542-6155
- 339672, Judith Dazzo, 2295 Hempstead Tpke, East Meadow, NY, 11554 2000, (516)520-4966
- 341348, Diane Morales, 2675 North Jerusalem Rd, East Meadow, NY, 11554 5446, (516)785-2909

331771. Edward Wolak. 4 Chevy Dr. East Svracuse. NY. 13057 2986. (315)463-7474 335687, Anastasios(Thomas) Gianopolous, 38 A Mill Rd, Eastchester, NY, 10707 2710, (914)779-0905 308532, Lisa Nafash, 2 1/2 N Main St, Ellenville, NY, 12428 1026, (845)647-6334 330068, Salahuddin Ahmad, 8643 Broadway, Elmhurst, NY, 11373 5820, (718)505-8200 341244, Sunandan Mitra, 91-23 Queens Blvd, Elmhurst, NY, 11373, (718)205-9464 300479, Debra Lattin, 301 Madison Ave, Elmira, NY, 14901 2812, (607)734-9769 341245, Craig Jablon, 1791 Dutch Broadway, Elmont, NY, 11003 5044, (516)256-0199 334933, James Lash, 182 Saw Mill River Rd, Elmsford, NY, 10523 1913, (914)347-5768 302955, James Lash, 91 E Main St, Elmsford, NY, 10523 3108, (914)347-5671 304411, Mayur Kaneria, 1400 E Main St, Endicott, NY, 13760 5432, (607)757-0180 343359, Ben Vanderlinde, 3521 Country Club Rd, Endwell, NY, 13760, (607)785-2720 337453, Edward Wolak, 26370 Us Route 11, Evans Mills, NY, 13637 3220, (315)629-2623 344470, Luis Ribeiro, 1311 Fairport Rd, Fairport, NY, 14450 1309, (585)388-7441 343591, Luis Ribeiro, 650 Moseley Rd, Fairport, NY, 14450 3341, (585)425-8590 306883. Diane Morales, 203 Broadhollow Rd, Farmingdale, NY, 11735 4806, (631)756-4599 302484, Gus Gianopoulos, 575 Fulton St, Farmingdale, NY, 11735 3426, (516)752-8177 343658, Stuart Cohen, 1350 Route 110 and Conklin Street, Farmingdale, NY, 11735, (631)752-2360 343098, T & G Holdings, LLC, 1075 Portion Rd, Farmingville, NY, 11738, (631)698-1807 339749, Donuts of Fishkill, LLC, 680 Route 9, Fishkill, NY, 12524, (845)897-3010 335995, Joseph Deangelis, 747 Route 9, Fishkill, NY, 12524 1380, (845)896-3700 330015, Double D-1, LLC, 158 N, Main St, Florida, NY, 10921 1133, (845)651-9800 310133, Salahuddin Ahmad, 8121 Broadway, Flushing, NY, 11373 2429, (718)396-1765 310406, Salahuddin Ahmad, 13541 Roosevelt Ave, Flushing, NY, 11354 5305, (718)460-2096 307262, Ruth Chang, 3015 Stratton St, Flushing, NY, 11354 1907, (718)321-0567 307496, Narinder Ahluwalia, 6908 Grand Ave, Flushing, NY, 11378 1813, (718)779-7459 332347, Metro Franchising Commissary, LLC, 219-02 Horace Harding Blvd, Flushing, NY, 11364, (718)423-6860 342262, Joseph O'Donnell, Laguardia Airport-Kiosk Central Terminal Bldg Br4a, Flushing, NY, 11371 9997, 331882, Gulam Choudhury, 8922 Roosevelt Ave, Flushing, NY, 11372 7857, (718)899-8484 343860, Eric Blatstein, Laguardia Airport US Airways Terminal Kiosk, Flushing, NY, 11371, (718)656-6210 343858, Eric Blatstein, Laguardia Airport US Airways 2 Cart 2 LGA Pre Security, Flushing, NY, 11371, (718)656-6210 343862, Eric Blatstein, Laguardia Airport US Airways 1 Cart 1 Post Main Terminal, Flushing, NY, 11371, (718)656-6210 306457, Diane Morales, 4102 College Point Blvd, Flushing, NY, 11355 4227, (718)939-6341 331708, Prabodh Parikh, 71-67 Yellowstone Bd, Forest Hills, NY, 11375, (718)263-5606 344421, James Cain, 100-05 Queens Blvd, Forest Hills, NY, 11375 2452, (718)793-3690 343338, Edward Wolak, 10730 Memorial Dr, Fort Drum, NY, 13602, (315)773-2930 343955, Edward Wolak, Mt Belvedere Ave Building P10720 Clark Hall, Fort Drum, NY, 13602, (315)773-6849 330356, Jeremiah Burke, Upper Broadway, Fort Edward, NY, 12828, (518)746-0009 306341, Craig Jablon, 595 Franklin Ave, Franklin Square, NY, 11010 1104, (516)354-6055 341863, Manpreet Mann, 1106 Hempstead Tpke, Franklin Square, NY, 11010 1536, (516)328-0177 304369, Rajan Patiwana, 35-37 E Sunrise Hwy, Freeport, NY, 11520 3922, (516)546-3333 300398, Edward Wolak, 314 S 2nd St, Fulton, NY, 13069 2508, (315)598-8912 336576, Edward Wolak, 9 W 1st St S, Fulton, NY, 13069 1636, (315)593-1120 342366, Fawzi Mustafa, 121 Riverside Drive, Fultonville, NY, 12072 1751, (518)853-8600 339529, Jeremiah Burke, 1299 Saratoga Rd, Gansevoort, NY, 12831 1560, (518)793-8093 342498, Larry Muller, 334 Nassau Blvd, Garden City, NY, 11530 5316, (516)481-4600 304065, Izsak's Donut Corp, 2458 Jericho Tpke, Garden City Park, NY, 11040 4724, (516)248-6207 343697, Jaydeep Patel, 22 W. Ramapo Rd, Garnerville, NY, 10923 2011, (845)786-3975 331769, Ana Paula Vieira, 4310 Lakeville Rd, Geneseo, NY, 14454 9761, (585)245-8473 302012, David Francisco, 460 Hamilton St, Geneva, NY, 14456 3004, (315)781-0012 339910, Stuart Cohen, 25609 Union Turnpike, Glen Oaks, NY, 11004, (718)343-3611 341725, David Cafua, 311 Route 9w Wal\*Mart #3583, Glenmont, NY, 12077 2909, (518)432-6120 344332. Mark Cafua. 68 US Highway 9 West Cumberland Farms. Glenmont. NY. 12077. (518)427-0878 343714, Carlos Teixeira, 245 Saratoga Rd, Glenville, NY, 12302, (518)384-0479 342185, Joseph Garcia, 2915 Amsterdam Rd, Glenville, NY, 12302 6324, (518)382-3161 343646, Omar Mustafa, 198 Second Ave, Gloversville, NY, 12078 1801, (518)725-5700

308138. Mahendra Patel. Grand Union Plaza/Rts 17m &207 Grand Union Plaza. Goshen, NY. 10924 2105. (914)294-3229 307739, Diane Morales, 35 N Station Plz, Great Neck, NY, 11021 5013, (516)487-2233 306265, Rochester Dewey Donuts, Inc., 3665 Dewey Avenue, Greece, NY, 14616 3027, (585)663-7241 342843, Ivo Garcia, 25 Lower Hudson Rd, Green Island, NY, 12183 1014, (518)270-1670 340761, Anthony Pellizzi Jr., 112 Broadway, Greenlawn, NY, 11740 1310, (631)261-6353 308598, Angelo Mallas, 1 Glen Cove Rd, Greenvale, NY, 11548 1313, (516)625-6081 330370, Jeremiah Burke, Route 29, Greenwich, NY, 12834, (518)692-1031 304094. Fernando Cafua. 2060 Western Ave Star Plaza. Guilderland. NY. 12084 9789. (518)869-2097 342260, Mark Cafua, 1573 Western Ave, Guilderland, NY, 12203, (518)456-0026 300241, TBG FAC Holdings, LLC, 260 Halstead Ave, Harrison, NY, 10528 3613, (914)777-2636 302271, Anastasios (Thomas) Gianopolous, 57 N, Central Ave. Hartsdale, NY, 10530 2405, (914)946-0446 308531, liona Gologursky, 160 Adams Ave, Hauppauge, NY, 11788 3615, (631)547-1685 302009, Jaspreet Walia, 1275 Veterans Memorial Hwy, Hauppauge, NY, 11788 3024, (631)724-8699 338588, Metro Franchising Bakery LLC, 410 Wheeler Rd, Hauppauge, NY, 11788 4314, (212)268-0816 304832, Diane Morales, 1 Front St, Hempstead, NY, 11550 3612, (516)489-3983 337467, John Batista, 942 Jefferson Rd, Henrietta, NY, 14467, (585)697-0893 345443, Luis Ribeiro, 3068 E. Henrietta Rd, Henrietta, NY, 14467 9301, (585)334-3070 340957, David Cafua, 103 North Caroline St Wal\*Mart, Herkimer, NY, 13350 1716, (315)866-0112 337752, David Cafua, 505 West State Street, Herkimer, NY, 13350 2239, (315)866-9811 331807, Dalia Monge, 490 E. Old Country Rd, Hicksville, NY, 11801 4249, (516)433-0319 342636, Larry Muller, 388 W. John St., Hicksville, NY, 11801 1030, (516)932-3610 331692, Mark Kann, 495 S Broadway Ste 6, Hicksville, NY, 11801 5040, (516)933-8048 344086, Mario Sardinha, 3600 US Highway 9W, Highland, NY, 12528 1700, (845)691-7058 330252, Ami Patel, 310 Main St, Highland Falls, NY, 10928 2103, (914)446-8031 302582, Salahuddin Ahmad, 202-09 Hillside Ave, Hollis, NY, 11423 2216, (718)740-2002 338829, Jose Leal, 4744 State Route 7, Hoosick Falls, NY, 12090 3626, (518)686-4013 301560, Joseph Deangelis, 807 State Rt 82, Hopewell Junction, NY, 12533 6249, (845)227-6153 343709, Joseph Deangelis, 2593 Route 52 Taconic Plaza, Hopewell Junction, NY, 12533, (845)226-4166 330921, Joseph Deangelis, 1495 State Route 52, Hopewell Junction, NY, 12533 6535, (845)896-1481 341966, Goonjit Mehta, 1050 State Route 36, Hornell, NY, 14843 9300, (607)324-6393 301377, Debra Lattin, 1023 Center St, Horseheads, NY, 14845 2771, (607)739-1700 341284, Michael Pereira, 3317 Chambers Rd, Horseheads, NY, 14845 1401, (607)739-6285 302933, Amita Gandhi, 16302 Cross Bay Blvd, Howard Beach, NY, 11414 3740, (718)843-3100 302015, Fernando Cafua, 3 Healy Blvd, Hudson, NY, 12534 1512, (518)828-9574 334918, Fernando Cafua, 811 Rte 66, Hudson, NY, 12534 3411, (518)822-8432 302706, Larry Muller, 21 Wall St, Huntington, NY, 11743 2046, (631)423-8898 302222, Rupal Kadakia, 336 W Jericho Tpke, Huntington, NY, 11743 6361, (631)424-5451 300505, Rupal Kadakia, 1888 NY Ave, Huntington Station, NY, 11746 2903, (631)423-7936 344279, Mark Cafua, 40 First St, Ilion, NY, 13357, (315)895-3077 338167, Edward Wolak, 2255 Hudson Ave, Irondequoit, NY, 14617, (585)342-2520 343337, Edward Wolak, 205 S. Meadow St, Ithaca, NY, 14850, (607)272-3619 344539. James Cain. 8118 Roosevelt Ave. Jackson Heights. NY. 11372 6746. (718)779-3947 302733, Mary Cain, 7520 37th Ave, Jackson Heights, NY, 11372 6538, (718)397-5770 308101, Salahuddin Ahmad, 16904 Hillside Ave, Jamaica, NY, 11432 4435, (718)206-4198 344608, Ram Singla, 300 Terminal Rd Ram Cart - Delta Terminal 3, Jamaica, NY, 11430, (718)553-6455 345260, Ram Singla, 300 Terminal Rd JFK Int'l Airport Delta - Terminal 3, Jamaica, NY, 11430, (718)553-6455 337510, Paul Waltzer, 13344 150th St, Jamaica, NY, 11436 2324, (718)358-4031 332779, Metro Franchising Commissary, LLC, 138-19 Hillside Ave, Jamaica, NY, 11435, (718)526-1500 338209, Kumud Shah, 14601 Rockaway Blvd, Jamaica, NY, 11436 1600, (718)323-2444 340316, Eric Blatstein, Van Wyck Expwy Jfk Airport, Terminal 6, Jamaica, NY, 11430, (718)656-6210 345616, Eric Blatstein, Van Wyck Expressway JetBlue, Terminal 6 Gate 7 JFK Airport, Jamaica, NY, 11430, (718)656-6210 345058, Eric Blatstein, Van Wyck Expressway JetBlue, Terminal 6 Baggage JFK Airport, Jamaica, NY, 11430, (718)656-6210 342851, Eric Blatstein, Jfk - Pre Security - Cart Terminal 6, Jamaica, NY, 11430,

342739, Eric Blatstein, JFK-Post Security-Cart Terminal 6, Jamaica, NY, 11430, (718)656-6210

- 308817, Donut Ring 3 Corp, 13118 Merrick Blvd, Jamaica, NY, 11434 4134, (718)527-4653
- 308509, Diane Morales, 13801 Queens Blvd, Jamaica, NY, 11435 2641, (718)262-0005
- 306826, Central Donuts, Inc, 8777 Parsons Blvd, Jamaica, NY, 11432 3839, (718)526-4820
- 342633, Ann Nasary, 162-25 Liberty Ave, Jamaica, NY, 11434, (718)526-3376
- 343686, Ann Nasary, 159-02 Jamaica Ave (Parsons Blvd), Jamaica, NY, 11425, (718) 206-3593
- 302442, Kamlesh Mehta, 336 N Broadway, Jericho, NY, 11753 2910, (516)938-5768
- 342217, Benhenry VanDerLinde, 216 Reynolds Rd, Johnson City, NY, 13790 1387, (607)770-3835
- 331323, Fawzi Mustafa, Johnstown Shopping Center 209 N. Comrie Avenue, Johnstown, NY, 12095, (518)762-5700
- 300434, Michael Minigell, 3155 DE Ave, Kenmore, NY, 14217 2022, (716)876-9733
- 308143, Dinar Choudhury, 8155 Lefferts Blvd, Kew Gardens, NY, 11415 1728, (718)846-0089
- 331314, Mary Cain, 12074 Queens Blvd, Kew Gardens, NY, 11415 1204, (718)544-4040
- 342570, Mario Sardinha, 1285 Ulster Ave, Kingston, NY, 12401, (845)336-5241
- 308493, Mario Sardinha, 295 Wall St, Kingston, NY, 12401 3817, (845)339-0794
- 330283, Mario Sardinha, 575 Broadway, Kingston, NY, 12401 3938, (845)340-8505
- 336601, Mario Sardinha, 585 Ulster Avenue, Kingston, NY, 12401 1923, (845)331-3633
- 344713, Jeremiah Burke, 3624 State Route 9, Lake George, NY, 12845 7315, (518)623-3542
- 300485, Thomas Hughes, 1311 Boston Post Rd, Larchmont, NY, 10538 3902, (914)834-1337
- 340465, Fernando Cafua, 1198 Troy Schenectady Rd, Latham, NY, 12110 1026, (518)785-0020
- 343739, Dinart Serpa, 890 New Loudon Rd, Latham, NY, 12110 2109, (518)220-9848
- 341475, Carlos Teixeira, 688 New Loudon Rd, Latham, NY, 12110 4016, (518)220-9184
- 300583, Carlos Teixeira, 667 New Loudon Rd, Latham, NY, 12110 4018, (518)783-2063
- 335794, Carlos Teixeira, 1003 Troy-Schenectady Rd, Latham, NY, 12110, (518)220-9293
- 302583, John Dutra, 299 Burnside Ave, Lawrence, NY, 11559, (516)239-2052
- 345452, Anthony Pellizzi Jr., 3497 Hempstead Tpke, Levittown, NY, 11756, (631)278-1882
- 308823, Lisa Nafash, 1935 State Rte. 52, Liberty, NY, 12754, (845)292-4902
- 302242, Christopher Mancini, 330 E Montauk Hwy, Lindenhurst, NY, 11757 6134, (631)841-4584
- 308583, Marriott Family Restaurants, Nys Thruway Mp 210 West Tisi Road, Little Falls, NY, 13365, (315)823-0678
- 303550, David Cafua, 7645 Oswego Rd, Liverpool, NY, 13090 2929, (315)652-7840
- 336906, Edward Wolak, 409 7th North Street, Liverpool, NY, 13088 6645, (315)451-6603
- 339646, Hina Azar, 5696 S. Transit Rd, Lockport, NY, 14094 5845, (716)433-3277
- 308520, Craig Jablon, 51 E Park Ave, Long Beach, NY, 11561 4920, (516)897-9016
- 343736, Stuart Cohen, 4925 Van Dam St, Long Island City, NY, 11101, (718)706-6025
- 331289, Prabir Mitra, 3043 Steinway St, Long Island City, NY, 11103 3801, (718)721-7888
- 332344, Metro Franchising Commissary, LLC, 4366 11th St, Long Island City, NY, 11101 6902, (718)482-9828
- 307210, L.I.C. Commissary, Inc., 4850 33rd St, Dunkin' Donuts Commissary, Long Island City, NY, 11101 2514, (212)560-1661
- 341064, Edward Wolak, 7389 Utica Blvd, Lowville, NY, 13367 1705, (315)376-4344
- 304699, Craig Jablon, 355 Sunrise Hwy, Lynbrook, NY, 11563 3022, (516)887-9720
- 339958, Mostapha Osmen, 1231 State Route 31, Macedon, NY, 14502 9155, (315)986-4427
- 340643, Eduardo Batista, 969 Route 6, Mahopac, NY, 10541 1717, (845)628-4060
- 335898, David White, 3414 State Route 11, Malone, NY, 12953 4714, (518)481-5066
- 338655, David White, 387 East Main St Cpl, Malone, NY, 12953, (518)483-5705
- 335774, Jeremiah Burke, 509 State Route 67, Malta, NY, 12020, (518)899-5504
- 301670, Thomas Hughes, 229 Mamaroneck Ave, Mamaroneck, NY, 10543 2616, (914)381-0181
- 331354, Angelo Mallas, 370 Plandome Rd, Manhasset, NY, 11030 1941, (516)365-5232
- 345761, Kailash Gobindram, 100 Maiden Ln, Manhattan, NY, 10038, (212)422-4717
- 338343, CFI Management, LLC, 306 Fayette St, Manlius, NY, 13104 1602, (315)682-1433
- 339943, Metro Franchising Bakery LLC, 59-51 Queens Mid-Town Expy, Maspeth, NY, 11378 4003, (212)286-0816
- 345136, Joseph Monge, 20 Broadway, Massapequa, NY, 11758, (516)799-1466
- 344342, Mohinder Singh, 1000 Carmans Rd, Massapequa, NY, 11758, (516)795-1805
- 302865, F.K.B. Donuts Of Massapequa, Inc., 4886 Sunrise Hwy, Massapequa Park, NY, 11762, (516)798-3602
- 338312, David White, 432 Main St, Massena, NY, 13662 2548, (315)769-8897
- 345164, Joseph Garcia, 2470 State Highway 30, Mayfield, NY, 12117, (518)661-5344
- 343322, Thomas Santurri, 3742 State Route 11, McGraw, NY, 13101, (607)758-3838
- 330129, Dinart Serpa, 16 S Central Ave, Mechanicville, NY, 12118, (518)664-2022
- 338593, Paul Waltzer, 286 Express Drive South, Medford, NY, 11763 2559, (212)268-0816

335816, Dinart Serpa, 60 Broadway, Menands, NY, 12204 2702, (518)465-2970 332137, Mario Sardinha, 421 Route 211 E, Middletown, NY, 10940 2119, (845)342-6098 306483, Mario Sardinha, 148 Dolson Ave, Middletown, NY, 10940 6540, (845)344-2972 303892, Diane Morales, 126 Jericho Turnpike, Mineola, NY, 11501, (516)248-4666 342183, Larry Muller, 120 Old Country Rd, Mineola, NY, 11501 4412, (516)873-2500 341931, Jaydeep Patel, 1197 Route 208, Monroe, NY, 10950, (845)782-8753 344430, Jaydeep Patel, 360 Route 17M, Monroe, NY, 10950, (845) 783-4410 341648, Jaydeep Patel, Route 17m Shop Rite, Monroe, NY, 10950, (845)774-1260 310013. Javdeep Patel. Rt 17m Monroe Shopping Center, Monroe, NY, 10950, (845)928-6144 335801, Mario Sardinha, 2095 Rt 208 East, Montgomery, NY, 12549, (845)457-5052 302434, Mario Sardinha, Route 42 N, Monticello, NY, 12701, (845)794-2788 302366, James Lash, 176 N Bedford Rd, Mount Kisco, NY, 10549 1513, (914)241-2841 341420, Barbara Houlihan, One Pathmark Plaza, Mount Vernon, NY, 10550 3518, (914)668-5477 335404, Nicholas Rassias, 440 E Sanford Blvd, Mount Vernon, NY, 10550, (914)663-7708 300322, Michael McAleer, 330 W. Route 59, Nanuet, NY, 10954 2214, (845)623-8789 335811, Michael McAleer, 30 N Main St, New City, NY, 10956, (914)634-7239 342736, CFI Management, LLC, 45 Kellogg Rd, New Hartford, NY, 13413 2849, (315)732-7604 302204, David Cafua, 84 Seneca Turnpike, New Hartford, NY, 13413, (315)368-0118 332505, Gus Gianopoulos, 601 Jericho Tpke., New Hyde Park, NY, 11040, (516)616-1702 302396, Mahendra Patel, 250 Main St, New Paltz, NY, 12561 1612, (845)255-7685 310000, Nicholas Rassias, 646 North Ave, New Rochelle, NY, 10801 2614, (914)324-8842 342686, Jaydeep Patel, 228 MacArthur Ave # 230, New Windsor, NY, 12553 7011, (845)863-0787 344936, Richard Greenstein, 265 W. 37th St, NY, NY, 10018, (212)302-8080 343857, Richard Greenstein, 152 W. 31st St, NY, NY, 10001, (212)594-1656 340843, Rekha Channagiri, 127 East 23rd St, NY, NY, 10010 4525, (212)260-1706 344820, Rajasekhar Kantamneni, 210 W. 50th St, NY, NY, 10019, (212) 757-4617 306577, Penn West Dd Operating Inc, 2 Penn Plz Luchow C, NY, NY, 10121 0025, (212)630-0312 338323, Paul Waltzer, 2420 Amsterdam Ave, NY, NY, 10033 7327, (212)268-0816 339432, Nancy Davis, 30 Rockefeller Ctr Mezzanine L, NY, NY, 10112, (212)333-4412 341934, Nancy Davis, 1206 St. Nicholas Ave, NY, NY, 10033 7202, (212)795-0930 310026, May Chen, 266 First Ave, NY, NY, 10009, (212)533-4189 340728, May Chen, 215 1st Avenue, NY, NY, 10003, (212)475-5928 340161, May Chen, 1093 Second Avenue, NY, NY, 10022 2004, (212)838-8838 340112, Matthew Bronfman, 75 Christopher St, NY, NY, 10014 4236, (212)206-6222 344766, Matthew Bronfman, 633 Lexington Ave, NY, NY, 10022 4613, (212)644-5848 344937, Matthew Bronfman, 370 Lexington Ave, NY, NY, 10017, (212)682-4210 340355, Matthew Bronfman, 175 Varick St, NY, NY, 10014, (212)924-7060 334902, Saurabhkumar Desai, 525 8th Avenue, NY, NY, 10018, (212)216-0997 334898, Saurabhkumar Desai, 80 Madison Avenue, NY, NY, 10016 7420, (917)421-9041 344724, Sherief Elsamra, 2264 Frederick Douglas Blvd, NY, NY, 10027, (212)222-1414 341504, Sherif Emera, 166 2nd Ave, NY, NY, 10003 5719, (212)533-4100 343540, Shyam Patel, 6 East 46th St, NY, NY, 10017, (212)867-4446 339424. Sreenivasa Gade. 105 West 125th Street. NY. NY. 10027 4404. (212)665-2090 341240, Srinivas Maddali, 3851 Broadway, NY, NY, 10032 1540, (212)568-1380 339619, Suhail Sitaf, 139 Fulton St, NY, NY, 10038 2594, (212)227-0991 307107, Suhail Sitaf, 250 Broadway, NY, NY, 10007 2516, (212)732-0406 344513, Suhail Sitaf, 381 Canal St, NY, NY, 10013, (212)226-4661 336114, The Reise Organization, 152 34th St, NY, NY, 10001, (212)560-2338 310220, The Riese Organization, 50 Fulton St, NY, NY, 10038 1800, (212)732-6551 344824, Tony Li, 243 9th Ave, NY, NY, 10001 6601, (212)337-0251 343425, Vipin Malhotra, 2424 Broadway (Broadway and 89th), NY, NY, 10024, 344934, Vipin Malhotra, 2568 Broadway, NY, NY, 10025, 302631, 12 Street Restaurant, 401 7th Ave, NY, NY, 10001 2008, (212)563-7440 302952, 125th Street Donuts & More, Inc., 321 W 125th St, NY, NY, 10027 3620, (212)932-9636 331116, 125th Street Donuts, Inc., 255 East 125th St, NY, NY, 10035, (212)427-9321 307020, 1286 Nat Operating Inc, 1286 Broadway, NY, NY, 10001 2901, (212)360-0315 304371, 21000 Corp, 2547 Broadway, NY, NY, 10025 6334, (212)280-0912

306209, 47 E 42nd St Nat Operating, Inc., 47 E 42nd St, NY, NY, 10017 5408, (212)563-7440 307202, 50 New St Operating Corp, 48 New St, NY, NY, 10004 2303, (212)563-7440 307646, 50th & 7th Ave. Restaurant Corp., 761 7th Ave, NY, NY, 10019 6806, (212)767-8347 310359, 580 Ninth Avenue Food Associates, 580 9th Ave, NY, NY, 10036 3705, (212)239-4490 306222, 86 Realopp Corp, 1276 Lexington Ave, NY, NY, 10028 2069, (212)339-8868 342142, ARP Foods, LLC, 1 NY Plaza Concourse Level, NY, NY, 10004, (212)509-0281 342616, Aramark Educational Services, Inc., 110 E. 14th St NY University, NY, NY, 10003 4170, (212)443-3611 345043, Asia Ahmed, 501 W 167th St, NY, NY, 10032, 341413, Asia Ahmed, 929 Amsterdam Ave, NY, NY, 10025 3681, (212)280-0648 340423, Benar Gencoglu, 1433 2nd Avenue, NY, NY, 10021 3337, (212)737-8153 307532, Lir Management, Corporation, 1 Penn Plaza, NY, NY, 10119 0002, (212)563-7440 338822, Lackmann Management At Queens, Inc., 20 Broad St/Nyse B1 Cafeteria, NY, NY, 10005, (212)656-2145 345790, Kourosh Namigohar, 1972 3rd Ave, NY, NY, 10029 3625, (212)369-9610 338990, Kamal Patel, 40 Broad St, NY, NY, 10004 2315, (212)809-1077 343643, Kailash Gobindram, 89 South Street Pier 17, NY, NY, 10038, (212)227-8742 340849, Hemang Champaneria, 1391 Madison Ave, NY, NY, 10029 6900, (212)423-0190 341434, Gordon Wu, 345 E. 93rd St First Ave & 93rd, NY, NY, 10128, (212)369-2367 345898, Djenane Bartholomew, 973 8th Ave, NY, NY, 10019, (212)315-2616 340908, Djenane Bartholomew, 132 Nassau St, NY, NY, 10038 2400, (212)766-6586 340611, Dienane Bartholomew, 130 Church St, NY, NY, 10007 2226, (212)608-3510 341679. Dharmesh Shah. 1599 St. Nicholas Ave. NY. NY. 10040 4167. (212) 568-1039 310306, Dharmesh Shah, 1416 Saint Nicholas Ave, NY, NY, 10033 4027, (212)928-1900 341555, Delroy Levy, 1024 1st Avenue, NY, NY, 10022 2902, (212)223-1177 306202, Clydes Inn Operating, Inc., 2 Penn Plz Taxiway, NY, NY, 10121 0025, (212)630-0323 306250, Benar Gencoglu, 800 Second Avenue, NY, NY, 10017 4709, (212)599-1100 310372, Mostapha Osmen, 242 E Union St, Newark, NY, 14513 1506, (315)331-3075 301926, Ami Patel, 73 North Plank Rd, Newburgh, NY, 12550 3139, (845)562-9715 331653, Thomas Oliver, 1404 Union Ave, Newburgh, NY, 12550, (845)566-9996 342375, Paul Orsino, Jr., 1900 Military Rd Prime Outlet At Niagara Falls, Niagara Falls, NY, 14304, (716)297-8070 341983, Paul Orsino, Jr., 2260 Niagara Falls Boulevard, Niagara Falls, NY, 14304, (716)731-2001 301780, Paul Orsino, Jr., 6601 Niagara Falls Blvd, Niagara Falls, NY, 14304 2251, (716)283-9128 336061, Diane Morales, 2813 Jerusalem Ave, North Bellmore, NY, 11710 1833, (516)785-8174 338556, Diane Morales, 1011 Route 109, North Lindenhurst, NY, 11757 1003, (631)225-5324 331409, Edward Wolak, 3800 Brewerton Rd Ste 1, North Syracuse, NY, 13212 3703, (315)452-1545 337056, Edward Wolak, 5194 W Taft Rd, North Syracuse, NY, 13212 2601, (315)701-0140 302914, Edward Wolak, 818 N Main St, North Syracuse, NY, 13212 1650, (315)214-0088 310451, Paul Orsino, Jr., 255 Meadow Dr, North Tonawanda, NY, 14120 2813, (716)695-3654 331506, Anthony Pellizzi Jr., 650 Fort Salonga Rd, Northport, NY, 11768 3147, (631)266-3265 341804, Kalpna Patel, 25 Route 59, Nyack, NY, 10960 2912, (845)353-2550 345226, Stuart Cohen, 7910 Springfield Blvd, Oakland Gardens, NY, 11364 3651, (718)736-0100 300677, Manish Doshi, 2885 Long Beach Rd, Oceanside, NY, 11572 3113, (516)766-5831 341318, Goonjit Mehta, 855 East State St, Olean, NY, 14760 3803, (716)373-6213 332121. Jeral Forger. 213 Genesee St. Oneida. NY. 13421 2708. (315)363-9938 310039, David Cafua, 374 Main St, Oneonta, NY, 13820 1939, (607)432-8314 302823, David Cafua, 433 Chestnut St, Oneonta, NY, 13820 2148, (607)431-9642 343952, Mostapha Osmen, 6250 Furnace Rd, Ontario, NY, 14519 8966, (315)524-5342 300383, Martin Brattner, 152 S. Highland Ave, Ossining, NY, 10562 6010, (914)923-1523 307218, Edward Wolak, 105 State Route 104, Oswego, NY, 13126, (315)342-2028 335539, Edward Wolak, 255 West Seneca Street, Oswego, NY, 13126, (315)342-3237 303553, Khalid Drihmi, 135 Park St, Owego, NY, 13827 3121, (607)687-3222 306055, Dinar Choudhury, 10202 Atlantic Ave, Ozone Park, NY, 11416 1739, (718)850-9383 343167, Edward Wolak, 2877 State Route 69, Parish, NY, 13131, (315)625-4351 302022, Alvin Goldstein, 500 Medford Ave, Patchogue, NY, 11772 1854, (631)447-5473 308387. Michael McAleer. 100 N Middletown Rd. Pearl River. NY. 10965 2017. (845)735-9708 341643, Martin Brattner, Route 6 Shop Rite, Peekskill, NY, 10566, (914)737-5571 330198, James Lash, 4785 Boston Post Rd, Pelham Manor, NY, 10803 3001, (914)738-3464 336886, John Batista, 2055 Fairport Nine Mile Point, Penfield, NY, 14526, (585)421-8014

339570. Luis Ribeiro. 1802 Penfield Rd. Penfield. NY. 14526 2106. (585)586-1520 339946, Manish Patel, 203 Lake St, Penn Yan, NY, 14527 1802, (315)536-7680 332826, David White, 654 Bear Swamp Rd, Peru, NY, 12972 4802, (518)643-7965 301714, Lisa Nafash, 11 Boniface Dr, Pine Bush, NY, 12566 6413, (845)744-2091 342208, Luis Ribeiro, 640 Pittsford Victor Rd, Pittsford, NY, 14534 3922, (585)218-0860 302334, Bruce Baltera, 1068 Old Country Rd, Plainview, NY, 11803 4917, (516)935-0205 340163, Larry Muller, 337 South Oyster Bay Rd, Plainview, NY, 11803, (516)932-2245 344423, Ray Aley, III, 7155 State Route 9, Plattsburgh, NY, 12901, (518)561-9056 337757, David White, 693 State Route 3, Plattsburgh, NY, 12901 7429, (518)562-5008 301568, David White, 311 Cornelia St, Plattsburgh, NY, 12901 2308, (518)561-5504 332777, David White, 11 Skyway Plz, Plattsburgh, NY, 12901 0364, (315)853-8698 330224. Yu Shin Chen, Main St - Rte 44. Pleasant Valley, NY, 12569 0870. (845)635-9108 331260, TBG FAC Holdings, LLC, 505a Bedford Rd, Pleasantville, NY, 10570 2915, (914)741-1254 331239, Dennis Tournas, 295 Midland Ave, Port Chester, NY, 10573 4918, (914)935-9034 300698. Dennis Tournas, 330 Boston Post Rd, Port Chester, NY, 10573 4708, (914)939-8331 302270, Gulam Choudhury, 5017 Nesconset Hwy, Port Jefferson Station, NY, 11776 1375, (631)473-7937 332029, Ronald Portnoy, 158 Shore Rd, Port Washington, NY, 11050 2205, (516)944-3423 308551, Ronald Portnoy, 55 Main St, Port Washington, NY, 11050 2935, (516)944-9364 341726, David White, 132 Market St, Potsdam, NY, 13676 1222, (315)265-5104 310443, Mario Sardinha, 825 Dutchess Tpke, Poughkeepsie, NY, 12603 2040, (845)452-8758 302448. Mario Sardinha. 2580 South Rd. Poughkeepsie. NY. 12601 5340. (845)454-3430 301184, Kevin Allardi, 764 Main St, Poughkeepsie, NY, 12603 1825, (845)473-3410 340947, Kevin Allardi, 411 Violet Ave Rte 9G, Poughkeepsie, NY, 12601 1081, (845)471-5455 342108, Kevin Allardi, 153 Noxon Rd, Poughkeepsie, NY, 12603 2939, (845)452-8001 338579, Kevin Allardi, 2444 Route 55 & Beekman Rd, Poughquag, NY, 12570 5113, (845)226-1701 330369, Edward Wolak, 4760 Salina St Route 11 & 13, Pulaski, NY, 13142 4803, (315)298-7702 308716, Stuart Cohen, 21816 Jamaica Ave, Queens Village, NY, 11428 2125, (718)217-0688 300461, Stuart Cohen, 21911 Hillside Ave, Queens Village, NY, 11427 2018, (718)776-8609 331893, Jeremiah Burke, 22 Main St, Queensbury, NY, 12804 4035, (518)743-9544 338971, Jeremiah Burke, 365 Dix Avenue, Queensbury, NY, 12804 3967, (518)798-4728 301314, Jeremiah Burke, 713 Upper Glen St, Queensbury, NY, 12804 2032, (518)792-8469 310384, Lucia Prudencio, 2381 US Route 9W, Ravena, NY, 12143 2608, (518)756-3782 304827, Mario Sardinha, 112 S Broadway, Red Hook, NY, 12571 1615, (845)758-9111 337055, Ivo Garcia, 324 Troy Rd, Rensselaer, NY, 12144, (518)283-3366 341724, Ivo Garcia, 279 Troy Rd Wal\*Mart #1940, Rensselaer, NY, 12061, (518)283-0704 330340, David Cafua, 448 Broadway, Rensselaer, NY, 12144 2605, (518)462-9398 336631, Carlos Teixeira, 1607 Balltown Rd/Rte 146, Rexford, NY, 12148, (518)384-3490 338894, The Stop And Shop Supermarket Company, 6734 Route 9 Stop & Shop, Rhinebeck, NY, 12572 3724, (845)876-7800 345949, James Cain, 135-04 Jamaica Ave, Richmond Hill, NY, 11428, 302982, Ketan Patel, 5602 Metropolitan Ave, Ridgewood, NY, 11385 1927, (718)381-3200 336878, Samir Belhseine, 741 Lake Ave, Rochester, NY, 14613 2411, (585)254-9969 306449. Samir Belhseine. 300 Monroe Ave. Rochester. NY. 14607 3623. (585)232-1640 300480, Samir Belhseine, 277 Ridge Rd E, Rochester, NY, 14621 1313, (585)342-8080 338227, Luis Ribeiro, 2740 W. Henrietta Rd, Rochester, NY, 14623 2352, (585)427-8810 340952, Luis Ribeiro, 2150 Chili Ave Wal\*Mart, Rochester, NY, 14624, (585)429-4670 342261, Luis Ribeiro, 1760 Monroe Ave, Rochester, NY, 14618 1843, (585)473-1620 340017, Luis Ribeiro, 1691 East Ave, Rochester, NY, 14610 1821, (585)271-7410 345399, Luis Ribeiro, 1200 Brooks Ave Rochester Airport, Rochester, NY, 14624 3126, (585)235-6810 345398, Luis Ribeiro, 1200 Brooks Ave Rochester Airport, Rochester, NY, 14624, (585)235-6790 337473, John Batista, 1300 Scottsville Rd, Rochester, NY, 14624 5128, (585)235-5660 345435, Goonjit Mehta, 430 Greece Ridge Center Dr, Rochester, NY, 14626 2821, (585)227-7655 344858, Goonjit Mehta, 3152 Chili Ave, Rochester, NY, 14624 4536, (585)247-7560 343289. Gooniit Mehta, 1090 Long Pond Road, Rochester, NY, 14626 1128, (585)225-0190 338200, Edward Wolak, 573 Lyell Ave, Rochester, NY, 14606 1841, (585)254-9983 306446, Edward Wolak, 1500 Mount Hope Ave, Rochester, NY, 14620 4220, (585)242-9410 343931, Bhoopinder Mehta, 2044 Latta Rd, Rochester, NY, 14612, (585)621-7433

343908. Aramark Educational Services. Inc., 1000 E. Henrietta Rd Monroe Community College, Rochester, NY. 14623, (585)292-2513 335691, Manish Doshi, 574 Merrick Rd, Rockville Centre, NY, 11570 5445, (516)678-0880 330723, Manish Doshi, 61 N. Village Ave, Rockville Centre, NY, 11570 4605, (516)594-8274 342837, Gregory Cafua, 1155 Erie Blvd W., Rome, NY, 13440 2915, (315)336-1570 302594, CFI MANAGEMENT, LLC, 1701 Black River Blvd N, Rome, NY, 13440 2425, (315)339-3700 310160, F.K.B. Donuts Of Ronkonkoma, In, 90 Railroad Ave Ronkonkoma Station Plaza, Ronkonkoma, NY, 11779 7338, (631)588-7421 338605, Metro Franchising Bakery LLC, 3775 Expressway Dr N. Ronkonkoma, NY, 11779, (212)268-0816 340752, Larry Muller, 191 Mineola Ave #219, Roslyn Heights, NY, 11577 1955, (516)625-8788 343927, Paul Orsino, 3821 Lockport Rd, Sanborn, NY, 14132 9106, (716)731-4505 340659, David White, 600 Lake Flower Ave, Saranac Lake Plaza, Saranac Lake, NY, 12983 2449, (518)891-8424 300452, Jeremiah Burke, 207 S Broadway, Saratoga Springs, NY, 12866 4505, (518)587-6556 340518, Jeremiah Burke, 3014 Route 50, Saratoga Springs, NY, 12866 2903, (518)580-9756 340504, Jeremiah Burke, 647 Maple Ave, Saratoga Springs, NY, 12866 5603, (518)581-1053 332264, Jeremiah Burke, 80 West Ave, Saratoga Springs, NY, 12866, (518)587-5837 342348, Mario Sardinha, 3112 Highway 9w, Saugerties, NY, 12477 5235, (845)247-9630 338967, Mario Sardinha, 138 Ulster Ave, Saugerties, NY, 12477 1200, (845)246-6420 345003, John Troiano, 10 Depot PI #12, Scarsdale, NY, 10583 3708, (914)472-1712 332975, TBG FAC Holdings, LLC, 1483 Weaver St, Scarsdale, NY, 10583 7018, (914)725-0131 308145. Thomas Barone. 1621 Union St. Schenectady. NY. 12309 6236. (518)374-6309 304948, Ralph Delima, 1900 Curry Rd, Schenectady, NY, 12306 4208, (518)355-9929 300478, Ralph Delima, 1200 State St, Schenectady, NY, 12304 2612, (518)370-4968 344070, Paul Camelo, 3045 Broadway, Schenectady, NY, 12306 2131, (518)374-2761 340586, John Camelo, 1420 Broadway, Schenectady, NY, 12306 5030, (518)346-3528 304406, Fernando Cafua, 3526 State St, Schenectady, NY, 12304 4269, (518)370-2840 339357, David Cafua, 2500 Albany St, Schenectady, NY, 12304 3580, (518)393-9565 307666, Carlos Teixeira, 65 Freemans Bridge Rd, Schenectady, NY, 12302 3506, (518)377-7402 332874, Carlos Teixeira, 1128 Duanesburg Rd, Schenectady, NY, 12306, (518)630-4279 340442, Fernando Cafua, 1790 Columbia Tpk Suite 2 Cpl, Schodack, NY, 12033, (518)477-7088 339948, Manuel Leal, 1792 Columbia Tpke, Schodack, NY, 12033 9612, (518)477-7088 310430, Carlos Teixeira, Rd#2 Route 30a, Schoharie, NY, 12157, (518)868-4501 302110, Carlos Teixeira, 266 Saratoga Rd, Scotia, NY, 12302 5017, (518)384-1875 304771, Joseph Garcia, 17 Mohawk Ave, Scotia, NY, 12302 2563, (518)382-0499 345261, Diane Morales, 1041 Hicksville Rd, Seaford, NY, 11783 1327, (516)796-0188 310274, Michael Pereira, 2100 Routes 5 & 20, Seneca Falls, NY, 13148, (315)568-0908 345415, Ivo Garcia, 1365 New Scotland Rd, Slingerlands, NY, 12159 7200, (58)439-4232 302836, Jagdish Patel, 59 Orange Tpke, Sloatsburg, NY, 10974 2319, (845)753-6907 308585, Marriott Family Restaurants, Inc., Mile Post 33 N Nyst, Sloatsburg, NY, 10974, (845)753-2705 306482, Jeremiah Burke, 95 Saratoga Ave, South Glens Falls, NY, 12803 5132, (518)792-5255 341315, Goonjit Mehta, 565 West Main St, Springville, NY, 14141 1049, (716)592-2561 302977, Sadigali Chandrani, 655 Rossville Ave, Staten Island, NY, 10309 1753, (718)967-8806 301690. Sadigali Chandrani. 1955a Victory Blvd. Staten Island. NY. 10314 3519. (718)720-5393 339597, Rosemary Benedetto, 97 Stuyvesant PI, Staten Island, NY, 10301 1917, (718)816-1917 343905, Anton Nader, 995 Manor Rd, Staten Island, NY, 10314, (718)761-5281 340155, Anton Nader, 86 Guyon Ave, Staten Island, NY, 10306 2019, (718)351-7368 339101, Anton Nader, 6390 Amboy Rd/ Store 10, Staten Island, NY, 10309 3130, (718)967-5862 337641, Anton Nader, 4000 Hylan Blvd, Staten Island, NY, 10308 3331, (718)967-5744 343788, Anton Nader, 2795 Richmond Ave Pergament Mall, Staten Island, NY, 10314, (718) 494-0749 343906, Anton Nader, 2704 Hylan Blvd Tysens Park Shopping Center, Staten Island, NY, 10306, (718)351-7185 343388, Anton Nader, 2275-2375 Richmond Ave, Heartland Shopping Center, Staten Island, NY, (718)757-2840 336574, Anton Nader, 180 West Service Rd, Staten Island, NY, 10314, (718)494-2528 342308, Anton Nader, 1776 Forest Ave, Staten Island, NY, 10303 2108, (718)698-8240 332962, Anton Nader, 1769 Arthurkill Rd., Staten Island, NY, 10312, (718)605-6799 342728, Anton Nader, 175 Targee St, Staten Island, NY, 10304, (718)448-8293 337725, Anton Nader, 1201 Victory Blvd, Staten Island, NY, 10301 3900, (718)448-3215 340227, Anton Nader, 1000 Richmond Ter, Staten Island, NY, 10301, (718)727-4426

345123. Jose Leal. 15943 SR 22 PO Box 218 Cumberland Farms. Stephentown. NY. 12168. (518)733-0312 330034, Lisa Nafash, 3853 Main St, Stone Ridge, NY, 12484 5614, (845)687-2130 344045, C. Phillip Wells, 500 Circle Rd Stony Brook University, Stony Brook, NY, 11790, (631)632-9377 338580, Jaydeep Patel, 291 Willow Grove Rd, Stony Point, NY, 10980 3455, (845)786-2380 341836, Lisa Nafash, 14 North Airmont Rd, Suffern, NY, 10901 5107, (845)357-3902 338798, Jaydeep Patel, 66 Lafayette Ave, Suffern, NY, 10901 5548, (845)357-2693 302709, Ronald Portnoy, 52 W. Jericho Tpke, Syosset, NY, 11791 4530, (516)496-4440 330132, Syracuse University, Skytop Rd Syracuse University Goldstein Hall, Syracuse, NY, 13244, (315)443-1514 310174. Svracuse University, Kimmel Food Court, Svracuse, NY, 13244, (315)468-2504 310175, Syracuse University, 303 University PI Schine Food Ct, Syracuse, NY, 13210, (315)443-9886 310029, Syracuse University, 201 Ainsley Dr Syracuse University, Syracuse, NY, 13210 4204, (315)443-5794 304911, Ralph Caruso, Jr. 6378 Thompson Rd. Svracuse, NY, 13206 1406, (315)463-4516 300837, Ralph Caruso, Jr, 217 S Salina St Corner Of E. Fayette Ave, Syracuse, NY, 13202 1323, (315)476-4453 344512, Edward Wolak, 9520 Carousel Ctr. Dr Carousel Mall Unit 9520, Syracuse, NY, 13290, (315)476-0747 336385, Edward Wolak, 6584 Thompson Rd, Syracuse, NY, 13206 1307, (315)701-0035 335450, Edward Wolak, 2921 James St, Syracuse, NY, 13206 2223, (315)432-4498 331500, Edward Wolak, 131 P & C Pkwy Transportation Center, Syracuse, NY, 13208, (315)478-9178 342069, Ed Wolak, 107 City Crossroads Dr Cpl, Syracuse, NY, 13210 1300, (315)474-7294 335864, David Cafua, 4886 West Seneca Turnpike, Syracuse, NY, 13215, (315)469-8056 334716, David Cafua, 3915 S. Salina, Syracuse, NY, 13205, (315)378-0160 302834, David Cafua, 3336 W Genesee St, Svracuse, NY, 13219 1321, (315)468-2504 340099, CFI Management, LLC, 746 S. Crouse Ave, Syracuse, NY, 13210 1713, (315)385-4002 336826, James Lash, 92 Wildey Street, Tarrytown, NY, 10591, (914)336-6417 338619, Craig Sanders, 1141 Wicker St, Ticonderoga, NY, 12883, (518)585-2600 337756, Paul Orsino, Jr., 2112 Niagara Falls Blvd, Tonawanda, NY, 14150 4733, (716)692-6680 342978, Oakwood Donuts, LLC, 310 A Oakwood Avenue, Troy, NY, 12182, 518-235-7036 339410, Ivo Garcia, 749 Hoosick Rd, Troy, NY, 12180 6626, (518)328-0005 304735, Ivo Garcia, 59 Vandenberg Ave, Troy, NY, 12180 6024, (518)272-0738 343468, Ivo Garcia, 505 Campbell Ave Cumberland Farms, Troy, NY, 12180 6159, (518)270-0819 341935, Ivo Garcia, 363 Broadway, Troy, NY, 12180 3211, (518)272-4218 342213, Ivo Garcia, 156 Hoosick St Cpl, Troy, NY, 12180 2324, (518)482-3880 332614, Ivo Garcia, 120 Hoosick St Troy Plaza, Troy, NY, 12180, (518)266-0874 339426, David White, 75 Main St, Tupper Lake, NY, 12986 1256, (518)359-9454 342459, CFI Management, LLC, 1300 Genesee St, Utica, NY, 13502 4705, (315)368-0157 337751, David Cafua, 112 N. Genesee Street, Utica, NY, 13502 2510, (315)733-9999 332262, Jeral Forger, 9827 River Rd, Utica, NY, 13502, (315)724-6830 304729, Ami Patel, 1002 Route 94, Vails Gate, NY, 12584, (845)562-2171 340838, Lisa Nafash, Windsor Highway Route 32 Shop Rite, Vails Gate, NY, 12584, (845)569-8604 339413, Jose Leal, 3366 Rt. 9H, Valatie, NY, 12184, (518)758-9888 307663, Mohammad Raza, 2018 Sunrise Hwy C-3 Green Acres Mall, Valley Stream, NY, 11581, (516)872-8242 300460, Luisa Dutra, 120 E Sunrise Hwy, Valley Stream, NY, 11581 1216, (516)596-0400 344007, Benhenry VanDerLinde, 201 Vestal Pkwy West, Vestal, NY, 13850, (607)754-1064 300476. Mavur Kaneria. 3000 Vestal Pkv E. Vestal. NY. 13850 2029. (607)797-0421 339783, Luis Ribeiro, 167 West Main St, Victor, NY, 14564, (585)924-4810 343312, Michael Nafash, 81 East Main Street (Route 52), Walden, NY, 12586, (845)778-3129 308700, F.K.B. Donuts, Inc., 3267 Sunrise Hwy, Wantagh, NY, 11793 4023, (516)781-7646 301313, Chih-Jan Chen, 1189 Us Highway 9 Unit 1, Wappingers Falls, NY, 12590 2821, (845)297-0017 340721, Elisa Lemos, 153 Route 94 Shop Rite, Warwick, NY, 10990 3619, (845)986-5455 341835, Mario Sardinha, 30 W Main St, Washingtonville, NY, 10992 1411, (845)496-4485 308584, Marriott Family Restaurants, Marriott Travel Plaza, Waterloo, NY, 13165 1453, (315)539-3188 337452, Edward Wolak, 1238 Washington St, Watertown, NY, 13601 4351, (315)779-8105 301525, Edward Wolak, 1250 Arsenal St, Watertown, NY, 13601 2214, (315)788-6650 342735, Ivo Garcia, 318 19th St, Watervliet, NY, 12189, (518)274-1930 336624, John Batista, 2100 Empire Blvd, Webster, NY, 14580, (585)671-6760 336626, John Batista, 62 North Ave, Webster, NY, 14580 3008, (585)216-1010 338617, John Batista, 873 Holt Rd, Webster, NY, 14580 9103, (585)872-3580 343822, Luis Ribeiro, 1841 Empire Blvd, Webster, NY, 14580 2109, (585)671-8717

339203, Goonjit Mehta, 38 W. Dyke St., Wellsville, NY, 14895 1519, (585)593-2420 343863, Stephen Shelton, 393 Little East Neck Rd # 397, West Babylon, NY, 11704 6518, (631)321-3800 342992, Jose Leal, 12165 State Route 9w, West Coxsackie, NY, 12192, (518)731-1555 302235, Seewell Corp, 40 S Route 9w, West Haverstraw, NY, 10993 1034, (845)429-9448 344764, Seth Goldstein, 506 Union Blvd, West Islip, NY, 11795 3105, 306312, Kalpna Patel, 361 Route 59, West Nyack, NY, 10994 2033, (845)358-0666 342240, Manpreet Mann, 253 Post Avenue, Westbury, NY, 11590 2219, (516)997-0177 304194, Angelo Mallas, 700 Old Country Rd, Westbury, NY, 11590 4504, (516)333-8844 344162, Gooniit Mehta, 1482 Buffalo Rd, Westgate, NY, 14624 1827, (585)235-5120 342053, Edward Chiaravalle, 275 Main St Wal Mart, White Plains, NY, 10601, (914)686-1864 344495, Paul Santoro, 482 Tarrytown Rd, White Plains, NY, 10607 1340, (914)948-3639 330441, TBG FAC Holdings, LLC, 42 Lake St, White Plains, NY, 10603 4004, (914)681-9106 302692, TBG FAC Holdings, LLC, 50 Mamaroneck Ave, White Plains, NY, 10601 4206, (914)997-2688 330429, TBG FAC Holdings, LLC, 570 Mamaroneck Ave, White Plains, NY, 10605 2002, (914)289-0342 310249, TBG FAC Holdings, LLC, 755 N. Broadway, White Plains, NY, 10603 2401, (914)328-1543 338924, Thomas Hughes, 154 Westchester Ave Stop & Shop, White Plains, NY, 10601 4512, (914)654-1603 343439, Craig Sanders, 260 Broadway, Whitehall, NY, 12887, (518)499-0160 343937, Mark Cafua, 81 Oriskany Blvd, Whitesboro, NY, 13492 1324, (315)736-0418 335015, Paul Waltzer, 1755 Francis Lewis Blvd, Whitestone, NY, 11357, (718)746-7915 330334, Arvind Shah, 1029 Clintonville St, Whitestone, NY, 11357 1811, (718)352-0300 331191, Arvind Shah, 1021 Clintonville St, Whitestone, NY, 11357 1811, (718)352-0300 310304, Anil Shah, 1423 150th St, Whitestone, NY, 11357 1749, (718)747-2472 330050, Ronald Portnoy, 276 Hillside Ave, Williston Park, NY, 11596 2203, (516)747-4348 332876, Ivo Garcia, 69 Main St Rt 66, Wynantskill, NY, 12198, (518)283-3765 343147, Men at Work Production, LLC, 1-3 Bridge St, Yonkers, NY, 10705 1745, (914)584-4924 340194, Sunil Rajan, 2365 Central Park Ave, Yonkers, NY, 10710 1215, (914)337-5868 307075, TBG FAC Holdings, LLC, 132 Tuckahoe Rd, Yonkers, NY, 10710 5509, (914)963-1900 331196, TBG FAC Holdings, LLC, 710 Mclean Ave, Yonkers, NY, 10704 3841, (914)997-2688 332995, TBG FAC Holdings, LLC, 850 Bronx River Rd, Yonkers, NY, 10708, (914)965-5805 332915, TBG FAC Holdings, LLC, 851 Yonkers Avenue, Yonkers, NY, 10704 3019, (914)779-0905 303548, Martin Brattner, 374 Downing Dr, Yorktown Heights, NY, 10598 4426, (914)962-2191 308445, Rajananda Saraswati, 215 W. Hamilton St, American Plaza Mall, Allentown, PA, 18101, (610)435-8355 345407, Rajananda Saraswati, 112 North 6th St, Allentown, PA, 18101, (610)434-9300 344328, Mohammed Qurram Asad, 5924 W. Tilghman St Suite G, Allentown, PA, 18104 4206, (610)395-3225 340730, Mohammed Qurram Asad, 1635 Airport Rd, Allentown, PA, 18109 9123, 610-770-0870 302014, Jignesh Pandya, 402 W Emaus Ave, Allentown, PA, 18103 4913, (610)797-0887 304195, Jignesh Pandya, 3039 Lehigh St, Allentown, PA, 18103 7031, (610)791-7747 341980, Hamilton Donuts, Inc., 4777 Hamilton Blvd, Allentown, PA, 18103, (610)366-9235 310367, Dr. Abdalla Ahmed, 709 Union Blvd, Allentown, PA, 18109 1233, (610)432-2222 308570, Bhailal Patel, 4793 W Tilghman St, Allentown, PA, 18104 3211, (610)395-5770 302534, Bhailal Patel, 1825 Pa Route 309, Allentown, PA, 18104 1737, (610)395-9296 300521, Bhailal Patel, 1427 W Tilghman St, Allentown, PA, 18102 2139, (610)433-0773 345167. Evad Takiedine. 1146 Limekiln Pike. Ambler. PA. 19002 1136. (215)343-1902 341390, Rajesh Patel, 81 Baltimore Pike, Avondale, PA, 19311 1148, (610)268-1056 303687, Harry Stratigos, 5120 State Route 51, Belle Vernon, PA, 15012 2931, (724)379-3131 331647, B3 Donuts, Inc., 1428 Ford Rd, Bensalem, PA, 19020 4504, (215)244-2561 339159, Joseph Young, 1301 Bristol Pike, Bensalem, PA, 19020 6415, (215)245-1825 340478, Joseph Young, 3610 Bristol Rd, Bensalem, PA, 19020 1004, (215)741-1628 302698, Manoj Vsava, 219 W Front St, Berwick, PA, 18603 4703, (570)752-6500 345222, Jeffrey Rosa, 3655 Route 378, Bethlehem, PA, 18015, (610)625-8066 340538, Jeffrey Rosa, 4460 Easton Ave, Bethlehem, PA, 18020 9758, (610)868-5810 332008, Jignesh Pandya, 3055 Schoenersville Rd, Bethlehem, PA, 18017 2101, (610)866-6868 301638, Rajananda Saraswati, 1910 Stefko Blvd, Bethlehem, PA, 18017 5443, (610)867-3597 342904. Omkar Enterprises. LLC. 3606 Linden St., Bethlehem, PA, 18020. (610)865-2299 303623, Michael Bower, 895 New Berwick Hwy, Bloomsburg, PA, 17815 8813, (570)784-0108 310169, Diptesh Patel, 608 Conchester Hwy, Boothwyn, PA, 19061 3103, (610)485-3318 300450, Diptesh Patel, 2705 Edgmont Ave, Brookhaven, PA, 19015 3316, (610)447-1214

303628, Gerard Fives, 40 S.Main St, Carbondale, PA, 18407 2314, (570)282-3364 342393, Edward Chiaravalle, 402 E. High St, Carlisle, PA, 17013 2606, (717)960-0093 301658, Rajesh Patel, 257 Wilmington W Chester Pike, Chadds Ford, PA, 19317 9039, (610)459-3319 344280, Manoj Desai, 157 Pottstown Pike, Chester Springs, PA, 19425 9518, (610)458-9773 300233, Eyad Takiedine, 222 W Main St, Collegeville, PA, 19426 2007, (610)409-0419 304669, Kaushik Patel, 5 Macdade Blvd, Collingdale, PA, 19023 1807, (610)583-1600 338637, Thomas Sheehan, 1110 Baltimore Pike, Concordville, PA, 19331, (302)225-3048 302013, Deepak Patel, 108 W Ridge Pike, Conshohocken, PA, 19428 3968, (610)834-1145 301578. Mohammed Qurram Asad. Rt 309. Laneco Shopping Ctr. Coopersburg. PA. 18036. (610)282-3528 303648, Jeffrey Gentile, 20220 Rte 19 Perry Hwy, Cranberry Township, PA, 16066 6106, (724)772-2288 300878, Chandresh Patel, 308 Bristol Pike, Croydon, PA, 19021 5450, (215)785-4922 344709, Eric May, 3168 Memorial Hwy, Dallas, PA, 18612, (570)674-9803 303692, James Bower, 341 Walnut St, Danville, PA, 17821 1550, (570)275-3998 338381, Chandresh Patel, 891 Lancaster Ave, Devon, PA, 19333 1315, (610)688-8554 303650, Gerard Fives, 1510 Main Street, Dickson City, PA, 18519 1524, (570)489-2070 338382, Amar Sinha, 3907 Lincoln Highway, Downingtown, PA, 19335 2218, (610)518-1431 342342, Eyad Takiedine, 3611 North Easton Rd, Doylestown, PA, 18901 1169, (215)489-2017 343717, Dhirajlal Saparia, 1713 Limekiln Pike, Dresher, PA, 19025, (215)643-5020 330338, Manish Patel, 5060 Township Line Rd, Drexel Hill, PA, 19026 4532, (610)446-7333 300982, Pankaj Bhavsar, 712 N. Lansdowne Ave, Drexel Hill, PA, 19026 1511, (610)623-8269 338791, Henry Roever, 702 N Blakely St. Dunmore, PA, 18512 1963, (570)343-1216 308394, Jayendra Joshi, 8 Liberty Sq, East Stroudsburg, PA, 18301 8345, (570)223-1992 300628, Pankaj Patel, 1300 Northampton St, Easton, PA, 18042 4022, (610)253-6304 343715, Jignesh Pandya, 54 Centre Sq, Easton, PA, 18042 3631, (610)252-0180 343112, Irawathy Chalikonda, 3722 Easton-Nazareth Rd Wal\*Mart #2252, Easton, PA, 18045, (610)252-9797 336372, Bhupendra Patel, 2 Township Line Rd, Elkins Park, PA, 19027 2220, (215)663-2355 342983, Rambhai Patel, 100 Crossings Blvd Wal\*Mart, Elverson, PA, 19520, (610)286-1090 341629, Rambhai Patel, 800 Crossings Blvd, Elverson, PA, 19520, (610)286-0952 307759, Arvind Delvadia, 421 N Enola Rd, Enola, PA, 17025 2128, (717)732-2623 343066, Amar Sinha, 102 N. Pottstown Pike, Exton, PA, 19341, (610)363-8117 302600, Amar Sinha, 318 E Lincoln Hwy, Exton, PA, 19341 2729, (610)363-8393 302931, Gerard Fives, 671 Scranton Carbondale Hwy, Eynon, PA, 18403 1022, (570)876-4552 339621, Virendra Patel, 555 Lincoln Highway, Fairless Hills, PA, 19030 1401, (215)428-3600 344159, Mark Zlocki, 14243 Kutztown Rd Hess, Fleetwood, PA, 19522, (601)944-6747 344378, Harilal Dalsania, 241 Rt 100 (Gas), Fogelsville, PA, 18051, (610)366-7322 310005, Kaustubh Dave, 1601 Macdade Blvd, Folsom, PA, 19033 1405, (610)532-1005 344160, Richard Lawlor, 5387 Lincoln Hwy HESS, Gap, PA, 17527, (717)442-4751 338570, Amareswararao Varada, 146 N. Macdade Blvd, Glenolden, PA, 19036 1224, (610)586-9711 304557, Nilesh Metha, 1001 E Pittsburgh St, Greensburg, PA, 15601 3505, (724)836-8318 341721, Benhenry VanDerLinde, 364 Hallstead Plaza Route 11, Hallstead, PA, 18822 7100, (570)879-2144 342741, Panesh Patel, 1400 Baltimore St (Rt 94) Grand View Plaza, Hanover, PA, 17331, (717)633-1450 343942, Panesh Patel, 391 Eisenhower Dr, Hanover, PA, 17331, (717)646-0700 339823. Edward Chiaravalle. 107 N. 2nd St. Harrisburg. PA. 17101 1402. (717)233-4005 300400, Edward Chiaravalle, 4005 Jonestown Rd, Harrisburg, PA, 17109 2212, (717)545-2039 342054, Edward Chiaravalle, 5321 B Jaycee Dr CPL, Harrisburg, PA, 17112 2938, (717)810-1845 344382, George Pavlis, 4212 Union Deposit Rd, Harrisburg, PA, 17111 2801, (717)652-3959 300552, Pankaj Bhavsar, 901 W. Chester Pike, Havertown, PA, 19083 4438, (610)449-3500 343387, Shirish Patel, 2804 Township Line Rd, Havertown, PA, 19083, (610)853-3040 330031, Manoj Vsava, 1190 N Church St Route 309, Hazleton, PA, 18202 9347, (570)450-7298 302864, Mohammed Qurram Asad, 701 Main St, Hellertown, PA, 18055 1512, (610)838-8666 303689, Marlene White, 3560 E State St, Hermitage, PA, 16148 3412, (724)342-2444 345027, Brijesh Patel, 100 Hershey Park Dr, Hershey, PA, 17033 2727, (215)416-3447 345030, Brijesh Patel, 100 Hershey Park Dr Boardwalk Concession, Hershey, PA, 17033 2727, (215)416-3447 343943, Jignesh Pandya, 1492 Buck Rd Village Shire Shopping Center, Holland, PA, 18966 2626, (215)579-5600 303661, Joanne Diehl, 1411 Blair St, Hollidaysburg, PA, 16648 2449, (814)696-0931 339666, George Gorman, IV, 1250 Easton Rd, Horsham, PA, 19044 1416, (215)441-4200 335700, Harshad Patel, 810 Welsh Rd, Horsham, PA, 19044, (216)643-1100

303609. Michael Bower. Route 15 & Monroe St. Hummels Wharf. PA. 17831. (570)743-8333 302642, Jignesh Pandya, 2112 County Line Rd, Huntingdon Valley, PA, 19006 1740, (215)396-9933 338278, Chimanbhai Patel, 1625 Kendarbren Dr, Jamison, PA, 18929, (215)343-4922 337323, Thomas Sheehan, 934 E. Baltimore Pike, Kennett Square, PA, 19348, (610)388-4553 302420, Deepak Patel, 132 W. Dekalb Pike, King Of Prussia, PA, 19406 2361, (610)992-0111 344443, George Gorman, IV, 160 N. Gulph Rd, King of Prussia, PA, 19406 2937, (610)337-6535 344407, Richard Pergolis, Jr., 60 N. Queen St, Lancaster, PA, 17603, (717)394-1113 344802, Richard Pergolis, Sr., 1906 Columbia Ave, Lancaster, PA, 17603 4338, (717)394-2555 344801, Thomas Hughes, 2120 Lincoln Hwy E, Lancaster, PA, 17602 1110, (717)291-5721 302811, Virendra Patel, 1615 E Lincoln Hwy, Langhorne, PA, 19047 3010, (215)269-9970 330406, Joan Mcghee, 1739 N. Broad St #45, Lansdale, PA, 19446 1115, (215)368-6325 343832, Dhirailal Saparia, 23 E. Baltimore Pike, Lansdowne, PA, 19050, (610)626-9201 303884, Sajid Farooqi, 8333 Bristol Pike, Levittown, PA, 19057 5116, (215)943-3380 330279, Vijay Padodara, 8621 New Falls Rd, Levittown, PA, 19054 1703, (215)269-1330 303602, Michael Bower, 600 N Derr Dr, Lewisburg, PA, 17837 1004, (570)524-7495 343940, Gary Oden, 10470 US Highway 522 South, Lewistown, PA, 17044, (717)248-3596 303615, Gary Oden, 324 Logan St, Lewistown, PA, 17044 1408, (717)248-3596 303641, Gary Oden, 420 Bellefonte Ave, Lock Haven, PA, 17745 1920, (570)748-6016 304531, Jignesh Pandya, 110 E. Street Rd, Lower Southampton, PA, 19047, (215)355-9872 338086, Evad Takiedine, 210 West Lancaster Avenue, Malvern, PA, 19355, (610)722-5717 335865. Gene Nowak. 44 South Main St., Mansfield, PA, 16933 1502, (570)662-7271 306751, Bhanu Patel, 5306 Carlisle Pike, Mechanicsburg, PA, 17050 2407, (717)697-5306 302522, Bhupen Patel, 1165 W. Baltimore Pike # B, Media, PA, 19063 5127, (610)891-7737 301785, Bhupen Patel, 400 E. Baltimore Pike, Media, PA, 19063 3808, (610)566-1071 338291, Diptesh Patel, 5101 Pennell Rd, Media, PA, 19063, (610)485-3855 345297, Joseph Topper, Jr, 1023 N. Eagle Valley I 80 & Rt 150, Milesburg, PA, 16853, 340951, Jeffrey Gentile, Pa Rt 18 Walmart Plaza Wal\*Mart, Monaca, PA, 15061, (724)775-4424 303668, Henry Roever, 3525 Birney Ave, Moosic, PA, 18507 1507, (570)342-8499 300652, Vijay Padodara, 395 W Trenton Ave, Morrisville, PA, 19067 3516, (215)736-9991 343939, Brijesh Patel, 807 E. Main St, Mount Joy, PA, 17552 9506, (717)653-5605 332743, Manoj Vsava, 28 N Mountain Blvd, Mountain Top, PA, 18707 1117, (570)403-1111 303649, Troy Berardi, 3980 William Penn Hwy, Murrysville, PA, 15668 1805, (724)733-1228 332118, Pankaj Patel, 848 Nazareth Pike, Nazareth, PA, 18064 9007, (610)759-4066 336746, Donald Miller, 2503 Wilmington Rd, New Castle, PA, 16105 1636, (724)652-2998 308684, Vipul Patel, 1882 Markley St, Norristown, PA, 19401 2904, (610)272-8404 340570, Vipul Patel, 151 W. Main St., Norristown, PA, 19401 4715, (610)275-0350 339434, Deepak Patel, 939 E Main St, Norristown, PA, 19401 4105, (610)279-0939 331255, Bhupendra Patel, 2601 Egypt Rd, Norristown, PA, 19403 2301, (610)676-0113 342969, Rajanikant Patel, 1679 Nor Bath Blvd, Northampton, PA, 18067 9707, (610)440-0824 300810, Amareswararao Varada, 600 Chester Pike, Norwood, PA, 19074 1221, (610)532-6547 344415, Bhailal Patel, 3826 Rt. 309, Orefield, PA, 18069, (610)391-1182 338522, Irawathy Chalikonda, 2500 Nazareth Rd, Palmer, PA, 18045 2765, (610)515-0140 342116. Rai Patel. 100 N. Londonderry Sɑ Wal\*Mart #2888. Palmyra. PA. 17078 3904. (717)832-0102 308883, Eyad Takiedine, 20 W Lancaster Ave, Paoli, PA, 19301 1342, (610)640-1890 304681, Khim Chim, 5401 N 5th St, Philadelphia, PA, 19120 2801, (215)924-0570 302444, Khim Chim, 5701 Germantown Ave, Philadelphia, PA, 19144 2136, (215)438-2880 330106, Khim Chim, 5753 Wayne Ave Germantown Plaza, Philadelphia, PA, 19144 3313, (215)991-4647 310461, Khim Chim, 5901 Rising Sun Ave, Philadelphia, PA, 19120 1116, (215)748-7420 308212, Khim Chim, 6017 N Broad St, Philadelphia, PA, 19141 1929, (215)424-2962 331956, Khim Chim, 6391 Oxford Ave, Philadelphia, PA, 19111 5300, (215)288-3474 300723, Khim Chim, 6401 Roosevelt Blvd, Philadelphia, PA, 19149 2915, (215)535-3360 330122, Khim Chim, 6620 N. Broad St, Philadelphia, PA, 19126 3222, (215)224-3976 331954, Khim Chim, 701 E Chelton Ave, Philadelphia, PA, 19144 1206, (215)844-0924 308657, Khim Chim, 813 Adams Ave, Philadelphia, PA, 19124 2477, (215)743-4396 304503, Manish Patel, 6191 Ridge Ave, Philadelphia, PA, 19128 2627, (215)483-9750 340794, Mital Rao, 6190 N Front St Adams Run Shopping Center, Philadelphia, PA, 19120 1541, (215)924-4808 302738, Khim Chim, 5201 Darrah St #5211, Philadelphia, PA, 19124 1317, (215)744-2456

304079. Khim Chim. 5001 Rising Sun Ave. Philadelphia. PA. 19120 4225. (215)457-8300 310207, Khim Chim, 4700 N Broad St, Philadelphia, PA, 19141 2106, (215)457-9709 331646, Khim Chim, 3705 Germantown Ave, Philadelphia, PA, 19140 3619, (215)228-9666 304936, Khim Chim, 2001 Chestnut St, Philadelphia, PA, 19103 3307, (215)575-0575 330316, Khim Chim, 1507 Chestnut St, Philadelphia, PA, 19102 2501, (215)636-0910 330161, Khim Chim, 1345 W Olney Ave, Philadelphia, PA, 19141 3135, (215)924-2184 301687, Khim Chim, 1105 Chestnut St, Philadelphia, PA, 19107 3619, (215)563-9196 301686, Khim Chim, 101 N Broad St, Philadelphia, PA, 19107 6501, (215)364-6040 336599, Joseph Young, 12375 Academy Rd Parkwood Shopping Center, Philadelphia, PA, 19154, (215)632-4919 301935, Jignesh Pandya, 117 S 16th St, Philadelphia, PA, 19102 2801, (215)569-8337 304173, Javesh Patel, 330 W Oregon Ave Whitman Plaza, Philadelphia, PA, 19148 4723, (215)551-7910 310408, Vijav Padodara, 634 Market St. Philadelphia, PA, 19106 2310, (215)922-6447 336373, Vijay Padodara, 1113 Market St Reading Headhouse Terminal, Philadelphia, PA, 19107, (215)351-9370 335449, Subh Laksmi Corporation, 5506-12 Chestnut St, Philadelphia, PA, 19139, (215)748-1500 332408, Sonny Ho, Hunting Park & G St., Philadelphia, PA, 19124, (215)288-3474 331955, Sonny Ho, 917 W Girard Ave # 31, Philadelphia, PA, 19123 1209, (215)769-4700 332057, Sonny Ho, 839 N Broad St, Philadelphia, PA, 19123 1820, (215)787-7667 332893, Sonny Ho, 7500 Frankford Av, Philadelphia, PA, 19136, (215)335-3155 301530, Sonny Ho, 6323 Castor Ave, Philadelphia, PA, 19149 2734, (215)288-3531 310144, Sonny Ho, 3437 Walnut St, Philadelphia, PA, 19104 3410, (215)222-9514 343685, Sanjay Gupta, 1600 John F Kennedy Blvd Space #139, Philadelphia, PA, 19103, (215)751-1073 341882, Pramukh Krupa Real Estate Holding Co., 2318 N. Front St, Philadelphia, PA, 19133 3716, (215)425-2808 340138, Pramukh Krupa Real Estate Holding Co., 1580 Columbus Blvd, Philadelphia, PA, 19148, (215)244-1344 331427, Pramodkumar Shah, 809 S. Broad St, Philadelphia, PA, 19147, (215)545-9677 335981, Pramodkumar Shah, 532 W. Lehigh Ave #46, Philadelphia, PA, 19133 2633, (215)423-1600 341167, Pramodkumar Shah, 4017-59 N. 5th St, Philadelphia, PA, 19140 2611, (215)228-1257 343026, Pramodkumar Shah, 329 Spring Garden, Philadelphia, PA, 19123, (215)923-2515 341382, Pramodkumar Shah, 3216 N. Broad St., Philadelphia, PA, 19140, (215)226-1564 343603, Pramodkumar Shah, 2701 N. Broad St, Philadelphia, PA, 19132, (215)229-2598 340870, Pramodkumar Shah, 221 W. Hunting Park Ave, Philadelphia, PA, 19140, (215)329-0503 343635, Pramodkumar Shah, 1829 E Allegheny Ave, Philadelphia, PA, 19134, (215)634-3336 339884. Pramodkumar Shah, 1551 Washington Ave, Philadelphia, PA, 19146 3115, (215)735-0158 343512, Pramodkumar Shah, 1420 W. Cecil B Moore, Philadelphia, PA, 19121, (215)765-0703 300898, Pramodkumar Shah, 1401 S 10th St, Philadelphia, PA, 19147 5608, (215)463-7675 300221, Pramod Keshri, 2 Penn Center Plaza, Philadelphia, PA, 19102, (215)564-3870 343287, Paul Glinski, 8000 Essington Ave Philly Airport Terminal B/C, Philadelphia, PA, 19153, (215)365-6251 302446, Chimanbhai Patel, 10050 Roosevelt Blvd, Philadelphia, PA, 19116 3965, (215)464-2477 338010, Chandresh Patel, 9490 Blue Grass Rd, Philadelphia, PA, 19114, (215)671-9117 341727, Chandresh Patel, 9240 State Rd, Philadelphia, PA, 19114, (215)612-1008 343948, Chandresh Patel, 5643 Ridge Ave, Philadelphia, PA, 19128 2729, (215)482-0535 344039, Chandresh Patel, 4268 Ridge Ave, Philadelphia, PA, 19129 1731, (215)844-6440 300230, Chandresh Patel, 3313 Wharton St, Philadelphia, PA, 19146 3325, (215)389-1278 332499. Chandresh Patel. 30th Street Station Annex. Philadelphia. PA. 19104 2817. (215)222-3292 335066, Chandresh Patel, 30th St Station, Philadelphia, PA, 19104, (215)222-6383 335835, Chandresh Patel, 30th & Market St Station, Philadelphia, PA, 19104, (215)222-4838 340430, Chandresh Patel, 300 Erie Ave, Philadelphia, PA, 19134 1013, (215)291-9674 343949, Chandresh Patel, 2901 Abbotsford Ave, Philadelphia, PA, 19129, (215)848-1171 332393, Cesar Deandrade, 7601 Lindbergh Blvd, Philadelphia, PA, 19153 2301, (215)365-4291 304863, Cesar Deandrade, 2654 S 18th St, Philadelphia, PA, 19145 3702, (215)271-8338 304587, Catherine Young, 8902 Frankford Ave, Philadelphia, PA, 19136 1314, (215)335-4528 330374, Catherine Young, 3200 Red Lion Rd, Philadelphia, PA, 19114 1109, (215)281-1033 300551, Billy Hong, 6608 Frankford Ave, Philadelphia, PA, 19135 2509, (215)331-4594 343501, Billy Hong, 2327 Cottman Ave(KK), Philadelphia, PA, 19149, (215)708-0585 302525. Billy Hong. 2308 W Passyunk Ave. Philadelphia. PA. 19145 4123. (215)389-5331 301602, Billy Hong, 1325 E. Washington Ln, Philadelphia, PA, 19138 1047, (215)224-9822 330796, Bhavana Patel, 4046 Woodhaven Blvd, Philadelphia, PA, 19154, (215)633-9577 330397, Alon Howard, 717 E Girard Ave, Philadelphia, PA, 19125 3410, (215)634-2200

330753. Alon Howard. 3501 Aramingo Ave Aramingo Plaza. Philadelphia. PA. 19134 4605. (215)533-1900 332963, Ajay Keshri, 1617 Jkf Blvd/4 Penn Center Suburban Station Concourse, Philadelphia, PA, 19103 1821, (215)564-1949 304288, Ajay Keshri, 1500 Market St, Philadelphia, PA, 19102 4795, (215)564-4166 342305, A & J Donuts, Inc., 2530 Aramingo Ave, Philadelphia, PA, 19125 3701, (215)634-7750 342324, JPSB LLC, 1500 Spring Garden St., Philadelphia, PA, 19130, (215)557-7927 336023, Hang-Ky Ong, 808 Chestnut St, Philadelphia, PA, 19107, (215)238-1242 341218, Dipak Patel, 5272 Frankford Ave #8 Bridge St Septa Station, Philadelphia, PA, 19124, (215)531-8430 302795, Dipak Patel, 5233 Torresdale Ave #45, Philadelphia, PA, 19124, (215)831-1830 341316, Dhirajlal Saparia, 13328 Philmont Rd, Philadelphia, PA, 19116 1144, (215)856-7320 336598, Dhirajlal Saparia, 11725 Bustleton Ave., Philadelphia, PA, 19106, (856)772-9497 337488. Devshri, LLC, 3320 Grant Ave Unit 18b. Philadelphia, PA, 19114 2614, (215)671-9117 338572, Deepak Patel, 7520 City Line Ave, Philadelphia, PA, 19151 2101, (215)630-3638 306715, Deepak Patel, 701 Market St Mellon Independence Ctr, Philadelphia, PA, 19106 1532, (215)629-7000 304766. Deepak Patel, 5100 City Ave, Philadelphia, PA, 19131 1415, (215)578-5100 331658, Deepak Patel, 416 N 63rd St #36, Philadelphia, PA, 19151 4120, (215)327-2541 337069, Deepak Patel, 1501 N 52nd St, Philadelphia, PA, 19131 4702, (215)877-5200 339356, Deepak Patel, 1 E Penn Sq, Philadelphia, PA, 19107 2724, (215)751-1451 302915, Dasharathbhai Patel, 9173 Roosevelt Blvd, Philadelphia, PA, 19114 2204, (215)671-8400 304931, Dasharathbhai Patel, 8298 Bustleton Ave, Philadelphia, PA, 19152 12ND, (215)268-9636 310382, Dasharathbhai Patel, 1619 Grant Ave Suite 5, Philadelphia, PA, 19115 3162, (215)464-8444 304485, Chuy Loung-Ong, 2025 S Broad St, Philadelphia, PA, 19148 5505, (215)336-2226 310391, Chuy Loung-Ong, 1324 Walnut St, Philadelphia, PA, 19107 5410, (215)731-9475 300829, Chuy Loung-Ong, 100 N 17th St, Philadelphia, PA, 19103 2736, (215)563-9878 301756, Chimanbhai Patel, 9th & Market St, Gallery Mall, Philadelphia, PA, 19107, (215)922-6447 306608, Chimanbhai Patel, 8000 Pine Rd, Philadelphia, PA, 19111 1809, (215)722-1190 304154, Chimanbhai Patel, 7512 Bustleton Ave, Philadelphia, PA, 19152 4108, (215)925-4433 304047, Chimanbhai Patel, 7300 Rising Sun Ave, Philadelphia, PA, 19111 3053, (215)722-1440 310381, Chimanbhai Patel, 6409 Torresdale Ave #13, Philadelphia, PA, 19135 3320, (215)333-1911 330280, Chimanbhai Patel, 6409 Torresdale Ave, Philadelphia, PA, 19135 3320, (215)335-4298 339866, Vipul Patel, 2805-2809 S. Front St, Philadelphia, PA, 19148, (215)755-0995 302010, Evad Takiedine, 123 Nutt Rd, Phoenixville, PA, 19460 3968, (610)935-9400 310059, Biagio Sciacca, 2001 Route 315, Pittston, PA, 18640 9804, (570)654-3642 339674, Vipul Patel, 511 Germantown Pike, Plymouth Meeting, PA, 19462 1303, (610)832-0969 344730, Joan Mcghee, 1456 S Hanover St. Pottstown, PA, 19465, (610)327-2702 342422, Joan Mcghee, 2321 Pottstown, Pottstown, PA, 19465 8722, (610)469-9474 303599, Bowers Donuts, Inc., 3 Westwood Ctr, Pottsville, PA, 17901 1800, (570)622-3130 303607, Bowers Donuts, Inc., 413 Claude A Lord Blvd., Pottsville, PA, 17901, (570)622-9842 304374, Kaustubh Dave, 921 Lincoln Ave Rt 420 & Lincoln Ave, Prospect Park, PA, 19076 1414, (610)583-8772 331701, Kishor Dalsania, 120 S West End Blvd, Quakertown, PA, 18951 1141, (215)538-3778 300555, Vasant Patel, 1500 Lancaster Ave, Reading, PA, 19607 1542, (610)775-0415 300424, Vasant Patel, 1905 N 5th Street, Reading, PA, 19605, (610)376-3515 308626, Vasant Patel, 4704 Penn Ave, Reading, PA, 19608 9673, (610)678-4504 300299, Khim Chim, 937 Easton Rd, Roslyn, PA, 19001 4409, (215)572-8323 310055, Henry Roever, 1339 N Main Ave, Scranton, PA, 18508 1850, (570)343-2720 303643, Henry Roever, 1141 Moosic St, Scranton, PA, 18505 2105, (570)348-4093 335983, Henry Roever, 1101 S Washington Ave, Scranton, PA, 18505 1531, (570)344-6259 303691, B & B Associates, Incorporated, 200 W Sunbury St, Shamokin, PA, 17872 4832, (570)648-0387 337063, Kaushik Patel, 1100 Chester Pike, Sharon Hill, PA, 19079 1915, (610)532-8610 332059, Jignesh Pandya, 554 2nd Street Pike, Southampton, PA, 18966 3805, (215)953-6645 300581, Kaustubh Dave, 100 Baltimore Pike, Springfield, PA, 19064 3629, (610)544-1581 344416, Rajaram Katragadda, 1158 Baltimore Pike, Springfield, PA, 19064 2850, (610)543-1352 345541, Joseph Topper, Jr, 200 W College Ave, State College, PA, 16801, (814)235-1905 342531, Joan Mcghee, 1601 West High St., Stowe, PA, 19464, (610)970-3052 302369, Kanubhai Patel, 823 Main St, Stroudsburg, PA, 18360 1601, (570)421-5221 330016, Meena Patel, 1163 N. Nine St, Stroudsburg, PA, 18360 1101, (570)424-9020 341255, Manoj Vsava, 9 Mahanoy Ave, Tamagua, PA, 18252 4200, (570)668-2720

303644, Dhanvantray Patel, 382 York Ave, Towanda, PA, 18848 2019, (570)265-5222 300830, Catherine Young, 2451 Lincoln Hwy # Us, Trevose, PA, 19053 6817, (215)244-3255 343069, Eric May, 2 Lane Hill Rd, Tunkhannock, PA, 18657 5526, (570)836-7887 343466, Manesh Patel, 8910 W. Chester Pike, Upper Darby, PA, 19082 2605, (610)789-3536 343833, Pankaj Bhavsar, 126 S. 69th St, Upper Darby, PA, 19082, (610)352-2770 337264, Pankaj Bhavsar, 1500 Garrett Rd., Upper Darby, PA, 19082 4519, (610)394-2742 302398, Jeffrey Rosa, 325 S. Best Ave, Walnutport, PA, 18088 1215, (610)767-7656 336998, Chimanbhai Patel, 1055 York Rd, Warminster, PA, 18974, (215)956-9311 342872, Chimanbhai Patel, 1425 W. Street Rd. Warminster, PA, 18976, (215)444-9180 332159, Jignesh Pandya, 360 Jacksonville Rd, Warminster, PA, 18974 4846, (215)293-9661 342638, Jignesh Pandya, 590 West Street Rd, Warminster, PA, 18974 3223, (215)441-4562 342175, Manoi Vsava, 92 Bridge St. Weissport, PA, 18235 2209, (610)377-4500 303633, Nicole Lyn York, 7 Main St, Wellsboro, PA, 16901 1601, (570)724-4556 303606, Shailesh Patel, 607 E Market St, West Chester, PA, 19382 2703, (610)436-8666 302285, Shailesh Patel, 1009 W Chester Pike, West Chester, PA, 19382 5067, (610)918-3282 343581, Jeffrey Gentile, 11175 Perry Hwy, Wexford, PA, 15090 9385, (724)934-0227 330080, Dr. Abdalla Ahmed, 2364 Macarthur Rd, Whitehall, PA, 18052 4524, (610)432-8441 306077, Jignesh Pandya, 1174 Macarthur Rd, Whitehall, PA, 18052 7004, (610)820-0661 345514, Jignesh Pandya, 2267 MacArthur Road, Whitehall, PA, 18052, (610)776-2300 310063, Biagio Sciacca, 495 Johnson St, Wilkes Barre, PA, 18702 7457, (570)823-0690 310058, Biagio Sciacca, 77 Public Sq, Wilkes Barre, PA, 18701 2507, (570)825-8769 303589, James Bower, 1900 E 3rd St, Williamsport, PA, 17701 3902, (570)322-1215 303598, James Bower, 1975 W 4th St, Williamsport, PA, 17701 5664, (570)323-8162 304502, Bhupendra Patel, 1035 Easton Rd, Willow Grove, PA, 19090 2023, (215)706-4444 338995, Rajanikant Patel, 855 South Broadway, Wind Gap, PA, 18091, (610)863-6359 307064, Harshad Patel, 8250 Ogontz Ave, Wyncote, PA, 19095 2917, (215)885-1665 341350, Joni Glassman, 1050 Stony Hill Rd, Yardley, PA, 19067 5500, (215)860-3211 300929, Priya Corporation, 1312 N George St, York, PA, 17404 2013, (717)699-1999

## PC, Franchisee, Store Address, Phone

339246, Abdolhossein Eitemai, 1327-1329 Kenilworth Ave Cpl, Washington, DC, 20019 2711, (202)396-5151 339210, Abdolhossein Eitemai, 1739 New Jersey Ave., Washington, DC, 20001 2430, (202)232-3373 334714, Abdolhossein Eitemai, 2420 New York Ave Ne, Washington, DC, 20002 1942, (202)526-3677 336595, Abdolhossein Eitemai, 4400 Benning Road, Washington, DC, 20019 4555, (202)397-2000 344792, Abdolhossein Ejtemai, 601 F St, Verizon Center, Washington, DC, 20004, (202)396-5151 345917, Abdolhossein Ejtemai, 601 F Street NW, Verizon Center Retail, Washington, DC, 20004, (202)393-6006 344404, Clyde Younger, 1 Aviation Circle Washington Reagan Int'l, Washington, DC, 20001 6000, (703)417-8404 343954, Jerome Johnson, 200 Mc Dill Blvd, Defense Intelligence Agency, Washington, DC, 20340, (202)373-1107 344492, Jerome Johnson, 451 7th Street S.W. H.U.D., Washington, DC, 20410, (202)479-2232 340569, Marc Eden, 6900 GA Avenue NW, Walter Reed Army Med Center, Washington, DC, 20307 0004, (202)722-2862 331315, Mario Ferreira, Bolling Afb Bldg 1311 Chapple James Blvd, Washington, DC, 20330 5106, (202)563-8144 331099, Pizza Brothers East II, Inc., Se Washington Naval Yard Bldg #200, Washington, DC, 20374, (301)889-8800 345263, Ronald Blackstone, 100 F St NE Securities & Exchange Comm, Washington, DC, 20002, (202)289-1828 335970, Brian Kinsley, 251 Altamonte Comm. Blvd/1420 Cpl, Altamonte Springs, FL, 32714 2551, (407)862-0830 302053, Deforest Martin, III, 653 E. Altamonte Dr, Altamonte Springs, FL, 32701 4802, (407)830-8100 343178, John Schaefer, 2158 Mayport Rd Suite 1, Atlantic Beach, FL, 32233, (904)246-0600 308492, Alireza Montazer, 9774 Glades Rd Ste A11, Boca Raton, FL, 33434 3993, (561)451-1338 330263, Arnold Furstein, 22807 State Road 7 Store #12, Boca Raton, FL, 33428 5429, (561)852-0102 330375, Arnold Furstein, 8221 Glades Rd, Boca Raton, FL, 33434 4072, (561)470-5855 330410, Babubhai Patel, 1906 Clint Moore Rd, Boca Raton, FL, 33496 2662, (561)988-8606 331603, Igbal Panjwani, 1215 W Palmetto Park Rd, Boca Raton, FL, 33486 3315, (561)393-8566 338393, David Emma, 27820 S Tamiami Tr Miami Subs #151, Bonita Springs, FL, 34134 3202, (239)949-7030 307149, Ajit Patel, 1394 W Boynton Beach Blvd, Boynton Beach, FL, 33426 3439, (561)369-3614 308339. Maheshkumar Patel, 4778 N. Congress Ave, Boynton Beach, FL, 33426 7952, (561)966-9940 344058, William Daly, 11002 S.R 64 East Hess, Bradenton, FL, 34202, (941)748-5160 344825, William Daly, 7305 SR 70 East, Bradenton, FL, 34203, 345156. William Daly, 812 62nd St Cir E Suite 101. Bradenton, FL, 34208 6200, (617)388-8334 300630, Nicholas Apostoleres, 1346 W Brandon Blvd, Brandon, FL, 33511 4832, (813)685-3834 310292, Nicholas Apostoleres, 808 E Bloomingdale Ave, Brandon, FL, 33511 8109, (813)657-9037 343499. Cathleen Cavanagh. 2163 West C-48 Wal\*Mart. Bushnell. FL. 33513. 342328, David McNulty, 3336 DEL PRADO BLVD S, CAPE CORAL, FL, 33904 7264, 239-549-7656 346033, Keith Johnson, Bldg 1748 Hanger Rd Cape Canaveral AFS, Cape Canaveral, FL, 32920, 341662, David McNulty, 2221 Santa Barbara Blvd Unit 101, Cape Coral, FL, 33991 4318, (239)772-8885 300469, David McNulty, 904 Cape Coral Pky E, Cape Coral, FL, 33904 9014, (239)540-7070 303368, James Huber, 890 Semoran Blvd, Casselberry, FL, 32707 5304, (407)834-0800 344056, Nirav Mehta, 12550 49th St Hess, Clearwater, FL, 33762, (617)312-7975 300740, Norberto Botelho, 600 S Missouri Ave, Clearwater, FL, 33756 5915, (727)439-2490 302054. Sunset Donuts, Inc., 23924 Us Highway 19 N. Clearwater, FL, 33765 1563, (727)796-2796 310383, Vikalp Patel, 1261 Gulf Blvd Ste 109, Clearwater, FL, 33767 2743, (727)595-4717 344017, Vikalp Patel, 2577 Harn Blvd HESS, Clearwater, FL, 33764, (908)804-2852 342556, Vikalp Patel, 27001 Us Highway 19 N Countryside Mall/Space #9085, Clearwater, FL, 33761, (727)796-8085 300867, Keith Johnson, 5810 N Atlantic Ave, Cocoa Beach, FL, 32931 3942, (321)784-0426 310428, Bernard Schneiderman, 6502 N State Road 7, Coconut Creek, FL, 33073 3623, (954)421-0255 343671, Bernard Schneiderman, 9515 Westview Dr, Coral Springs, FL, 33065, (954)754-2814 335547, Bernard Schneiderman, 5930 Coral Ridge Drive, Coral Springs, FL, 33076 3300, (954)796-0040 310070, Badruddin Rajwany, 8175 Wiles Rd, Coral Springs, FL, 33067 2042, (954)755-4882 336119, Amyn Lakhani, 2290 Coral Springs Drive, Coral Springs, FL, 33071, (954)796-8311 308220, Amyn Lakhani, 1146 N University Dr, Coral Springs, FL, 33071 8318, (954)345-4199 337214, Amerimax Dania Bakery, LLC., 550 S. Federal Hwy (Rear) Cpl, Dania, FL, 33004, (954)926-0615

- 310129, Keith Sims, 550 S Federal Hwy, Dania, FL, 33004 4108, (954)843-0415 345227, Manoj Prasad, 7571 Osceola Polk Line Rd, Davenport, FL, 33896 9112, (407)390-8455 344529, Mehrdad Fallah-Moghaddam, 4401 S. Flamingo Rd, Davie, FL, 33330 1914, (954)358-0335 303931, Mahnaz Zahedi, 13190 W State Road 84, Davie, FL, 33325 3245, (954)452-5115 334937, Keith Sims, 4426 Weston Rd., Davie, FL, 33331 3193, (954)659-0930 331899, Charles Cutler, 5141 S University Dr, Davie, FL, 33328, (954)252-1373 341640, Nova Donuts, LLC, 1506 S. Nova Rd, Daytona Beach, FL, 32114 5816, (386)255-2244 303927, Ashiq Ali, 1200 E. Hillsboro Blvd, Deerfield Beach, FL, 33441 4204, (954)427-0740 341155. Ashig Ali. 811 SE 10th St. Deerfield Beach. FL. 33441 5625. (954)421-9130 343634, Asif Ali, 1101 S. Powerline Rd, Deerfield Beach, FL, 33442, (954)426-1332 332240, Elizabeth Sousa, 1724 Hillsboro Blvd, Deerfield Beach, FL, 33442, (954)725-0705 341663, Noormohammad Kasam, 1305 S. Military Trail, Deerfield Beach, FL, 33442 7634, (954)429-1159 304939, Ranjana Patel, 3390 W. Hillsboro Blvd, Deerfield Beach, FL, 33442 9403, (954)480-8480 330235, Aires Gomes, 1298 S. Woodland Ave, Deland, FL, 32720 7462, (386)740-0455 310287, Babubhai Patel, 2728 N. Federal Hwy, Delray Beach, FL, 33483, (561)272-9233 306288, Babubhai Patel, 4800 W Atlantic Ave, Delray Beach, FL, 33445 3841, (561)499-5116 310346, Bharat Patel, 37 W Atlantic Ave, Delray Beach, FL, 33444 3659, (561)243-1196 340941, Hitesh Patel, 2090 W. Atlantic Ave, Delray Beach, FL, 33445 4642, (561)278-6377 342960, Brian Vassallo, 11402 NW 41st Avenue, Doral, FL, 33178, (305)392-3998 300720, Patricia Barnett, 1816 S. Ridgewood Ave, Edgewater, FL, 32141 3616, (386)423-5300 301419, William Daly, 2495 S Mccall Rd, Englewood, FL, 34224 5119, (941)474-7900 336164, David McNulty, 8902 Alico Rd, Estero, FL, 33928, (941)454-8446 336234, David McNulty, 10351 Corkscrew Blvd, Estero, FL, 33928, (941)947-6334 344168, James Morbit, 1485 S. Dixie Hwy, FL City, FL, 33034, (305)246-9897 302561, Rizvi, Inc., 901 W State Road 84, Fort Lauderdale, FL, 33315 2431, (954)463-8512 344223, Nicholas Liberto, 175 West Term Drive Cart -2 FLL Airport Terminal 2, Fort Lauderdale, FL, 33315, (786)356-9728 344270, Nicholas Liberto, 150 West Terminal Dr - Term 1C FLL Airport Terminal1C, Fort Lauderdale, FL, 33315, (561)542-6337 344221, Nicholas Liberto, 100 West Terminal Dr - Term1B FLL Airport Term 1B, Fort Lauderdale, FL, 33315, 308381, Michael Koroghlian, 3904 N Ocean Blvd, Fort Lauderdale, FL, 33308 6443, (954)567-7262 345488, Michael Koroghlian, 2395 W. Commercial Blvd, Fort Lauderdale, FL, 33309, (954)486-0816 345626, Mehrdad Fallah-Moghaddam, 1579 S. Federal Hwy, Fort Lauderdale, FL, 33316 2686, (954)358-0180 330906, Downtown Donuts, Inc., 100 E Broward Blvd, Fort Lauderdale, FL, 33301 3510, (954)760-7133 344247, Brian Lacey, 250 W. Terminal Dr FLL Airport Term 4, Fort Lauderdale, FL, 33315, (561)542-6337 344271, Brian Lacey, 200 West Terminal Dr FLL Airport Term 3, Fort Lauderdale, FL, 33315, (561)542-6337 342064, Bj Spiegel, 3280 Davie Blvd, Fort Lauderdale, FL, 33312, (954)321-3830 337278, Angelo Torres, 1450 W Broward Blvd, Fort Lauderdale, FL, 33312 1505, (954)462-8990 338886, Akbar Ashrafali, 4840 N Federal Hwy, Fort Lauderdale, FL, 33308 4606, (954)777-5601
  - 307307, Akbar Ashrafali, 1070 W Commercial Blvd, Fort Lauderdale, FL, 33309 3149, (954)938-9066
  - 330262, 330262 Donuts, Inc., 6341 N Andrews Ave, Fort Lauderdale, FL, 33309 2143, (954)938-0118
  - 344841, David McNulty, 5450 Palm Beach Blvd, Fort Myers, FL, 33905, (239)693-0491
  - 344826, David McNulty, 4726 S. Cleveland Ave, Fort Myers, FL, 33907, (239)690-2326
  - 344273, David McNulty, 2475 Cleveland Ave Holiday Inn Site, Fort Myers, FL, 33901 4904, (239)461-2700
  - 344849, David McNulty, 13031 Metro Pkwy, Fort Myers, FL, 33966 4702, (239)225-7548
  - 341158, David McNulty, 13000 Treeline Ave. South Pic-N-Run, Inc. #7, Fort Myers, FL, 33913, (239)225-1257
  - 344272, David McNulty, 11609 S. Cleveland Ave, Fort Myers, FL, 33907, (239)337-9990
  - 342461, Peter Economys, 2102 S US Hwy 1, Fort Pierce, FL, 34950, (772)465-5471
  - 301269, Peter Economys, 2315 Okeechobee Rd, Fort Pierce, FL, 34950 6554, (561)460-1366
  - 302942, Peter Economys, 7049 Okeechobee Rd, Fort Pierce, FL, 34945 2605, (772)461-0520
  - 343934, Spiro Laskaris, 4876 North Kings Hwy, Fort Pierce, FL, 34951, (772)359-8078
  - 345805, Nicholas Liberto, 175 West Terminal Drive Terminal 2 Post, Fort lauderdale, FL, 33315, (954)410-1317
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  - 331114, Gerald Scala, 201 N Federal Hwy, Hallandale, FL, 33009 4342, (954)457-9918
  - 301430, Keith Sims, 845 E. 49th St, Hialeah, FL, 33013 2050, (786)413-3913

- 301347, Keith Sims, 535 Hialeah Dr, Hialeah, FL, 33010 5348, (305)889-1003
- 331896, Keith Sims, 2360 W 68th St/Unit 101, Hialeah, FL, 33016 5514, (305)823-0058
- 308213, Keith Sims, 1165 W. 49th St, Hialeah, FL, 33012 3374, (305)828-6944
- 310283, Keith Sims, 1022 E. 27th St CPL, Hialeah, FL, 33013 3720, (305)403-0786
- 303365, Julieta Santos, 15905 Nw 57th Ave, Hialeah, FL, 33014 6703, (305)621-2024
- 343474, Gerald Scala, 2352 W. 78th St #56, Hialeah Gardens, FL, 33016 5526,
- 344057, Norman Botelho Jr, 2023 US Highway 19, Holiday, FL, 34691, (727)938-5450
- 303340, Rebecca Pacheco, 127 Ridgewood Ave, Holly Hill, FL, 32117 5027, (904)253-1436
- 330552, Mahnaz Zahedi, 6800 Stirling Road, Hollywood, FL, 33024, (954)893-0079
- 303886, Rajesh Patel, 1000 South State Road 7, Hollywood, FL, 33020 3302,
- 301289, Shamim Gowani, 516 N. 60th Ave, Hollywood, FL, 33021 6203, (954)893-9122
- 330261, James Morbit, 413 S.E. 1st Ave #1, Homestead, FL, 33034 5009, (305)245-1845
- 306057, James Morbit, 30125 S Dixie Hwy, Homestead, FL, 33033 3205, (305)242-5000
- 342958, Bill Mamolou, 16737 US Hwy 19, Hudson, FL, 34667 4316, (727)863-6200
- 306045, David Fenner, 10379 Atlantic Blvd, Jacksonville, FL, 32225 6604, (904)642-9000 330487, David Fenner, 11657 Beach Blvd, Jacksonville, FL, 32246 6604, (904)998-2255
- 310291, David Fenner, 14670 Duval Rd #202-B, Jacksonville, FL, 32240 0004, (904)990-2233
- 304963, Kathleen Dacosta, 7328 103rd St, Jacksonville, FL, 32210 6709, (904)772-7960
- 310476, Shubhakar Hegde, 9978 Old Baymeadows Rd Ste 5, Jacksonville, FL, 32256 7960, (904)642-7270
- 301293, Manuel Amaral, 1325 Beach Blvd, Jacksonville Beach, FL, 32250, (904)249-7088
- 300260, Joseph O'Donnell, 803 Donald Ross Rd, Juno Beach, FL, 33408 1604, (561)624-0103
- 335052, LPI Restaurant Group, LLC, 2704 N. Roosevelt Blvd. Overseas Shopping, Key West, FL, 33040, (305)295-6161
- 330409, LPI Restaurant Group, LLC, 601 Duval St. Suite 4, Key West, FL, 33040 5940, (305)294-3636
- 345021, Ron Adams, 5900A College Rd, Key West, FL, 33040 4342, (813)927-4886
- 345278, Thomas Lewis, 1200 Kennedy Dr, Key West, FL, 33040 4023,
- 344188, Ahmed Rasool, 3270 Vineland Rd Hess, Kissimmee, FL, 34746 4893, (407)787-0019
- 336316, B.L.C.M. ENTERPRISES, INC., 2550 Michigan Ave Cpl Bld G, Ste G, Kissimmee, FL, 34744, (407)933-7111
- 343570, Dolores Rodrigues, 3501 W. Vine St, Kissimmee, FL, 34741, (407)932-1618
- 344220, Joao Rodrigues, 2294 East US 192 Hess, Kissimmee, FL, 34744, (407)932-1618
- 307683, Reniere Dossantos, 5341 W Irlo Bronson Memorial H, Kissimmee, FL, 34746 4711, (407)397-1998
- 300243, Joseph O'Donnell, 301 Federal Hwy, Lake Park, FL, 33403 3553, (561)848-5031
- 345069, James Allen, 4200 Congress Ave PBCC Lake Worth Campus, Lake Worth, FL, 33461, (772)631-6985
- 336766, Elizabeth Sousa, 4430 Hypoluxo Rd, Lake Worth, FL, 33461, (561)304-2995
- 308635, David Ornstein, 2001 10th Ave N Ste 7, Lake Worth, FL, 33461 3362, (561)585-2118
- 301606, Congress Donuts, Inc., 3060 S Congress Ave, Lake Worth, FL, 33461 2132, (561)966-7774
- 342863, Arnold Furstein, 6594 Lantana Rd Bay #3, Lake Worth, FL, 33467 6568, (561)433-4939
- 306032, Ajit Patel, 6014 S. Military Trl, Lake Worth, FL, 33463 6969, (561)433-1717
- 307390, Ajit Patel, 2200 N Dixie Hwy, Lake Worth, FL, 33460 6257, (561)586-3868
- 341394, Michael Greene, 3110 S. FL Ave, Lakeland, FL, 33803 4549, (863)566-1900
- 302451, Mukesh Patel, 1111 Bartow Rd Us Highway 98 S, Lakeland, FL, 33801 5829, (863)683-0333
- 344097, Bill Mamolou, 11224 Land O' Lakes Blvd HESS, Land O' Lakes, FL, 34638, (813)995-2044
- 334777, Ajit Patel, 1400 Lantana Rd Unit 136, Lantana, FL, 33462 1536, (561)533-0204
- 345153, Vikalp Patel, 7030 Ulmerton Rd, Largo, FL, 33771,
- 340590, Asif Ali, 4499 N. University Dr, Lauderhill, FL, 33351, (954)741-6065
- 310250, Joseph Ferreira, 7125 W Oakland Park Blvd, Lauderhill, FL, 33313 1051, (954)742-8511
- 346009, Frederika Hajian, 782 South Rowe Ter, Lecanto, FL, 34461,
- 306293, Brian Kinsley, 801 State Rd 434 W, Longwood, FL, 32750 5125, (407)830-7783
- 344533, Amyn Lakhani, 7300 Royal Palm Blvd, Margate, FL, 33063, (954)984-8744
- 306029, Parvin F.M. Amiri, 1456 N State Road 7, Margate, FL, 33063 6715, (954)972-1205
- 310233, Rick Pucher, 7155 N Wickham Rd, Melbourne, FL, 32940 7523, (321)255-7444
- 341641, Michael Matakaetis, 3000 Lake Washington Rd, Melbourne, FL, 32935, (321)253-2334
- 340861, Joseph O'Donnell, 290 S. Wickham Rd, Melbourne, FL, 32904, (321)674-7363
- 301889, Harbor City Donuts, Inc., 1500 S Harbor City Blvd, Melbourne, FL, 32901 4654, (321)726-6631
- 344854, Paul Glinski, 2445 N. Courtenay Pkwy Suite C, Merritt Island, FL, 32953 4196, (321)453-1200
- 335051, Nulifer Ladhani, 8565 Coral Way/Unit #102, Miami, FL, 33155, (305)553-8092

342711, Mehrdad Fallah-Moghaddam, 2800 S. Le Jeune Rd. Miami Int'l Airport C-F 2nd Flr. Miami, FL, 33134 (786)265-8400 337275, Keith Sims, 7501 SW 40th St, Miami, FL, 33155 6637, (305)264-4007 336117, Keith Sims, 2600 NW 87th Ave Unit 7, Miami, FL, 33172, (305)477-5521 307275, Julieta Santos, 18714 Nw 67th Ave, Miami, FL, 33015 2408, (305)621-0202 343978, John Gnip, 12561 Biscayne Blvd, Miami, FL, 33181 2522, (305)891-1020 343382, Igor Garrett Gru, 8595 NW 186th St, Miami, FL, 33015, (305)403-5080 304938, Igor Garrett Gru, 8100 Biscayne Blvd, Miami, FL, 33138 4623, (305)754-1977 330260. Igor Garrett Gru. 16171 Biscavne Blvd (Avanti Plaza), Miami, FL, 33160 4337. (305)945-8424 300985, Gerald Scala, 18801 Nw 2nd Ave, Miami, FL, 33169 4006, (305)653-2429 308305, Gerald Scala, 1496 Ne Miami Gardens Dr, Miami, FL, 33179 4829, (305)945-2975 302052, Gary Ferber, 18099 S Dixie Hwy, Miami, FL, 33157 5546, (305)253-9899 331566, Gary Ferber, 11506 Quail Roost Dr, Miami, FL, 33157 6548, (305)255-9717 306121, David Abramowitz, 901 Nw 17th St Jackson Mem Hosp, Miami, FL, 33136 1135, (305)545-5414 307391, Andrew Faber, 8394 Sw 40th St, Miami, FL, 33155 3355, (305)221-0800 300797, Andrew Faber, 2720 S. Dixie Hwy Ste E, Miami, FL, 33133 3786, (305)444-1805 332292, Andrew Faber, 10754 Sw 24th St, Miami, FL, 33165 2493, (305)225-8400 302999, Alvaro DePalleja, 13730 SW 88th St, Miami, FL, 33186 1302, (305)388-6190 307873, Elite Consltng Specialists, Inc, 1606 Alton Rd, Miami Beach, FL, 33139 2421, (786)276-8327 301527, Gerald Scala, 6190 Miramar Pky, Miramar, FL, 33023 3940, (954)966-9017 345155. Vincent Leo. 8406 Little Rd. New Port Richev. FL. 34654 4920. (727)842-1755 343805, John Gnip, 3467 NE 163rd St, North Miami Beach, FL, 33160 4426, (305)949-4488 335050, Michael Koroghlian, 801 E Commercial Blvd, Oakland Park, FL, 33334, (954)491-4340 340469, Manoj Reddy, 3622 W. Silver Springs Blvd, Ocala, FL, 34475 5640, (352)620-0681 343303, Manoj Reddy, 5461 SE Maricamp Rd, Ocala, FL, 34480 7417, (352)624-4020 303357, Terry Niemiller, 1426 S Pine Ave, Ocala, FL, 34474 4044, (352)622-5521 310171, Terry Niemiller, 3910 Sw College Rd Bldg 300, Ocala, FL, 34474 5748, (352)237-0505 330025, Suzette Singh, 11204 W Colonial Dr, Ocoee, FL, 34761 3309, (407)877-2677 344204, Ahmed Rasool, 2710 Maguire Rd, Hess, Ocoee, FL, 34761 4796, (407)654-2655 303362, Andrew Faber, 2005 Park Ave, Orange Park, FL, 32073 5521, (904)541-0188 302355, Andrew Faber, 373 Blanding Blvd, Orange Park, FL, 32073 4322, (904)272-6329 344536, Ahmed Rasool, 13605 S. Apopka Vineland Rd, Orlando, FL, 32821, (407)238-7800 343618, Larry Lemos, 10395 Narcoossee Rd, Orlando, FL, 32832, (407)658-4655 344157, Larry Lemos, 9520 Orange Blossom Tr, Hess, Orlando, FL, 32837 8306, (860)953-5590 301017, Stephen Thompson, 2000 S. Orange Ave, Orlando, FL, 32806 3036, (407)422-0881 306398, Mohamed Reza Afshari, 20 S Nova Rd, Ormond Beach, FL, 32174 6101, (904)677-0052 345070, James Allen, 3160 PGA Blvd PBCC- PGA Campus, Palm Beach Gardens, FL, 33410,, (772)631-6985 302456, Joseph O'Donnell, 2506 PGA Blvd, Palm Beach Gardens, FL, 33410 2902, (561)624-0063 341661, Neil Panitz, 11575 Us Highway 1 Ste 85, Palm Beach Gardens, FL, 33408 3002, (561)691-3972 341119, Mark Cafua, 2325 Sw Martin Hwy, Palm City, FL, 34990 3222, (772)419-5160 343789, Mark Cafua, 2858 Town Center Way, Palm City, FL, 34990, (772)419-5160 308676, Mohamed Reza Afshari, 5 Old Kings Rd N Shell Gas Station, Palm Coast, FL, 32137 8243, (386)446-9113 344003. Vikalp Patel. 33600 US 19 North Hess. Palm Harbor. FL. 34684. 340751, Aaron Anderson, 1200 Pasadena Ave. S, Pasadena, FL, 33707 6202, (727)343-3435 344794, Keith Johnson, 1221 S. Patrick Dr PAFB, Patrick Air Force Base, FL, 32925, (321)868-7096 330907, Keith Sims, 11970 Pines Blvd, Pembroke Pines, FL, 33026 4127, (954)450-4734 310051, Keith Sims, 17720 Pines Blvd Silver Lakes Retail Campus, Pembroke Pines, FL, 33029,, (954)431-6979 344600, Mehrdad Fallah-Moghaddam, 2060 N. University Dr, Pembroke Pines, FL, 33024 3608, (954)441-2477 304658, Jose Ponte, 7315 Us Highway 19 N, Pinellas Park, FL, 33781 4615, (727)521-3866 340292, Barry Spiegel, 377 N. State Road 7 #103, Plantation, FL, 33317, (954)327-2174 343778, Keith Sims, 560 N. Pine Island Rd, Plantation, FL, 33324 1308, (954)358-5700 310284, Keith Sims, 7823 Sunrise Blvd, Plantation, FL, 33322 4112, (954)473-0111 330324, 330324 Donuts, Inc., 1405 S Powerline Rd, Pompano Beach, FL, 33069 4315, (954)974-7494 310155, Amyn Lakhani, 7114 Southgate Blvd, Pompano Beach, FL, 33068 1660, (954)722-6008 341799, Hitesh Patel, 2351 N. Powerline Rd, Pompano Beach, FL, 33064, (786)252-9192 332331, Karim Kassim, 4100 N Powerline Rd Cpl, Pompano Beach, FL, 33073 3083, (954)973-2022 304902, Keith Sims, 2250 W Sample Rd, Pompano Beach, FL, 33073 3007, (954)979-0269

335407, William Daly, 829 Tamiami Trl, Port Charlotte, FL, 33953 3059, (941)627-1833 332003, William Daly, 3190 Tamiami Trl, Port Charlotte, FL, 33952 8048, (941)627-5100 332002, William Daly, 20101 Peachland Blvd Pik N Run Plaza, Port Charlotte, FL, 33954 2180, (941)255-1157 303374, Brian Kinsley, 3821 S Ridgewood Ave, Port Orange, FL, 32119 3526, (386)322-9225 302729, Bill Mamolou, 11409 Us Highway 19, Port Richey, FL, 34668 1439, (727)863-4564 344207, James Allen, 3401 SW Darwin Blvd, Port Saint Lucie, FL, 34953, (772)879-7789 336686, Mark Cafua, 1002 St Lucie West Blvd, Port Saint Lucie, FL, 34986 1718, (772)336-9058 342467, Mark Cafua, 1820 Fountainview Blvd, Port Saint Lucie, FL, 34986 3441, (772)340-7501 337625. Peter Economys. 1924 Sw Gatlin Blvd., Port Saint Lucie, FL. 34953 2722, (561)878-0856 340940, Peter Economys, 2173 Sw Gatlin Blvd, Port Saint Lucie, FL, 34953 2776, (772)871-7501 339498, William Daly, 5275 Duncan Rd. Cpl, Punta Gorda, FL, 33982 1735, (941)575-8003 346385, William Dalv, 900 Kings Hwy, Punta Gorda, FL, 33980 4247, 344002, Tracey Aramati, 10320 Big Bend Rd HESS, Riverview, FL, 33569, (813)672-9989 331280, Elizabeth Sousa, 5401 N Military Trl, Riviera Beach, FL, 33407, (561)616-1993 307286, Manuel Andrade, 1301 Royal Palm Beach Blvd, Royal Palm Beach, FL, 33411 1610, (561)795-4728 344011, Christopher Tsavoussis, 1625 North McMullen Booth HESS, Safety Harbor, FL, 33759, (908)804-2852 307800, Joao Rodrigues, 4004 13th St, Saint Cloud, FL, 34769 6705, (407)892-9424 303356, St Petersburg Donuts, Inc, 6132 9th St N, Saint Petersburg, FL, 33703 1142, (727)526-8370 341948, William Daly, 2480 Stickney Point Rd, Sarasota, FL, 34231, 340986, William Daly, 300 Washington Blvd N, Sarasota, FL, 34236 4236, (941)316-0131 341222, William Daly, 5641 Clark Rd, Sarasota, FL, 34233 3216, (941)924-3878 344768, William Daly, 6212 S. Tamiami Trl, Sarasota, FL, 34231, (941)925-7076 343785, William Daly, 8445 Tamiami Tr, Sarasota, FL, 34238, (941)922-3639 336134, Rick Pucher, 1000 Hwy A1a, Satellite Beach, FL, 32937, (321)777-7721 300705, Randall Kopelman, 3504 Us Highway 27 S, Sebring, FL, 33870 5448, (941)471-3622 332050, Jose Ponte, 8490 Park Blvd, Seminole, FL, 33777, (727)394-1343 344153, Richard Demers, 10544 Park Blvd HESS, Seminole, FL, 33772 5436, (727)319-3106 343502, Cathleen Cavanagh, 14314 Spring Hill Dr, Spring Hill, FL, 34609, 345770, Thomas Masson, 14311 Spring Hill Dr, Spring Hill, FL, 34609 5234, (352)584-3445 302512, James Allen, 840 South Federal Hwy, Stuart, FL, 34994, (772)288-6533 340503, South FL Donut Distribution Center, 2550 S.E. Willoughby Blvd Cpl, Stuart, FL, 34994 4700, (772)219-0749 341117, Mehrdad Fallah-Moghaddam, 8434 W. Oakland Park Blvd, Sunrise, FL, 33351, (954)578-4202 310128, Mehrdad Fallah-Moghaddam, 11170 W. Oakland Park Blvd, Sunrise, FL, 33351 6808, (954)572-2885 304610, Kenneth Privett, Jr., 2499 N. University Dr, Sunrise, FL, 33322 3062, (954)748-3311 332291, Keith Sims, 100 Weston Rd, Sunrise, FL, 33326 1116, (954)385-0858 301577, Amyn Lakhani, 4900 N State Road 7, Tamarac, FL, 33319 5810, (954)730-9008 330909, Ishtiaq Jinnah, 7450 W. Mcnab Rd, Tamarac, FL, 33321 5312, (954)726-9911 307136, Derek Salema, 330 W. Fletcher Ave, Tampa, FL, 33612 3415, (813)935-2505 306298, MJ Rauch Associates, LLC, 4404 W Gandy Blvd, Tampa, FL, 33611 3302, (813)835-0694 345839, Michael Rauch, MacDill Air Force Base, Tampa, FL, 33621, 302055, Nicholas Apostoleres, 5302 E Busch Blvd, Temple Terrace, FL, 33617 5416, (813)985-2240 343513. Joseph O'Donnell. 3669 South St. Titusville. FL. 32780. (321)264-3078 331290, William Daly, 360 Commercial Ct, Venice, FL, 34292 1647, (941)484-1109 310184, Danny Figueiredo, 430 Us Highway 1, Vero Beach, FL, 32962 1601, (561)778-8442 339459, T.O.D. Donuts, Inc., 8195 20th Street, Vero Beach, FL, 32966 6953, (772)770-5662 344152, Michael Rauch, 28232 US Route 54 Hess, Wesley Chapel, FL, 33543, (813)991-5732 301559, S & Z, Inc., 3501 S Dixie Hwy, West Palm Beach, FL, 33405 2225, (561)653-0046 343070, Patricia Nardone, 4065 N. Haverhill Rd Suite B-1, West Palm Beach, FL, 33417, (561)686-2438 304670, Manuel Andrade, 4440 Okeechobee Blvd, West Palm Beach, FL, 33409 3108, (561)689-7273 308442, Manuel Andrade, 194 S State Road 7, West Palm Beach, FL, 33414 4337, (561)791-0039 310288, Joseph O'Donnell, 8900 N. Military Trl, West Palm Beach, FL, 33410 6249, (561)694-1404 310385, Joseph O'Donnell, 1105 N. Dixie Hwy, West Palm Beach, FL, 33401 3333, (561)655-2304 344961, Jose Sousa, 242 S. Congress Ave, West Palm Beach, FL, 33406 3023. 344410, Jose Sousa, 2152 Okeechobee Blvd, West Palm Beach, FL, 33409 4111, 332840, Elizabeth Sousa, 5641 Okeechobee Rd, West Palm Beach, FL, 33407, (561)697-9337 331904, Ajit Patel, 878 N Military Trl, West Palm Beach, FL, 33415 1318, (561)682-1951

308550, Ajit Patel, 6300 Forest Hill Blvd, West Palm Beach, FL, 33415 6104, (561)967-2973

- 307250, Marriott Corporation, FL Turnpike Mm299 Okahumpka Travel Plaza, Wildwood, FL, 34785 0100, (352)748-5100
- 303921, Joseph Ferreira, 50 W Oakland Park Blvd Next To Publix Market, Wilton Manors, FL, 33311 2520, (954)566-0973

344151, Manoj Prasad, 13707 W. Colonial Dr Hess, Winter Garden, FL, 34787 4201, (407)982-0338 332379, James Laskaris, 3630 Old Milton Pkwy Ste 100, Alpharetta, GA, 30005 4431, (770)410-5891 310088, Sultan Kurani, 675 W Peachtree St Nw Ste C10, Atlanta, GA, 30308 1952, (404)817-7777 330704. Sultan Kurani. 303 Peachtree St. Atlanta. GA. 30303. (404)223-6717 335522, Sultan Kurani, 190 Marietta St, Atlanta, GA, 30303, (404)758-5558 310277, Sultan Kurani, 1302 Ralph David Abernathy Blv, Atlanta, GA, 30310 1650, (404)758-5558 310092, Skaukat Noormohammad, 98 Forsyth St Nw # 100, Atlanta, GA, 30303 1807, (404)681-1100 302471, Shahab Khan, 3007 Buford Hwy Ne, Atlanta, GA, 30329 1803, (404)636-9333 340061, Kathryn White, 2450 Cumberland Pkwy Home Depot, Atlanta, GA, 30339 4502, (770)432-6307 306008, Kabir Panjwani, 4040 Peachtree Rd Ne, Atlanta, GA, 30319 3006, (404)869-9244 301667, James Laskaris, 8290-D Roswell Road, Atlanta, GA, 30350 2884, (770)998-8776 302848, James Laskaris, 2827 N. Druid Hills Rd NE, Atlanta, GA, 30329 3925, (404)634-9785 330454, Sandip Patel, 2621 Manchester Expressway, Columbus, GA, 31904, (706)323-8000 344911, Subhash Patel, 5340 Hwy 20 South Suite 206, Covington, GA, 30016 8076, 302835, Hwei Moo Hsied, 9476 Highway 5, Douglasville, GA, 30135 1565, (770)949-3499 304875, James Laskaris, 1594 Mount Vernon Rd, Dunwoody, GA, 30338 4178, (678)587-9895 304917, Sultan Kurani, 129 N Glynn St, Fayetteville, GA, 30214 1619, (770)461-1360 331517, Prafulchandra Patel, 4470 Jimmy Lee Smith Pkwy, Hiram, GA, 30141, (678)567-0630 330026, Shahab Khan, 6622 Tara Blvd, Jonesboro, GA, 30236 1230, (770)968-7306 304933, Shahab Khan, 8650 Tara Blvd, Jonesboro, GA, 30236 3416, (770)471-1839 310097, Michael White, 4443 Wade Green Rd, Kennesaw, GA, 30144 1248, (770)425-8515 310096, Michael White, 4311 Bells Ferry Rd Ste A, Kennesaw, GA, 30144 1303, (770)591-5566 345213, Sultan Kurani, 4943 Sugarloaf Pkwy, Lawrenceville, GA, 30044, 344541, Lalu Patel, 4331 Pio Nono Ave, Macon, GA, 31206, (478)781-0853 344458, Randall Cox, 1407 Hwy 20 W Suite A, McDonough, GA, 30253 7306, (770)957-5729 310298, Sultan Kurani, 1010 Highway 34 E, Newnan, GA, 30265 1320, (770)253-9690 302227, Hasmukh Patel, 5345 Jimmy Carter Blvd, Norcross, GA, 30093 1515, (770)449-9116 304853, Hasmukh Patel, 6299 Jimmy Carter Blvd, Norcross, GA, 30071 2313, (770)446-7405 304680, James Laskaris, 4009 Holcomb Bridge Rd, Norcross, GA, 30092 1879, (770)242-4046 330540, Kadirali Chunara, 1740 Indian Trail Lilburn Rd Suite 100, Norcross, GA, 30093 2625, (678)218-8123 310098, Sultan Kurani, 228 Peach Tree Shp Ctr State Hwy 54/Ste 8a, Peachtree City, GA, 30269, (770)487-5070 334774, James Laskaris, 11706 Alpharetta Hwy Ste 400, Roswell, GA, 30076 3807, (770)664-6366 345546, James Laskaris, 1590 Holcomb Bridge Rd Suite 100, Roswell, GA, 30076, (770)992-7639 302918, James Laskaris, 775 Holcomb Bridge Rd, Roswell, GA, 30076 1617, (770)993-5800 300577, James Laskaris, 6060 Roswell Rd Ne, Sandy Springs, GA, 30328 4002, (404)851-9000 302925, Kadirali Chunara, 3300 S. Cobb Dr, Smyrna, GA, 30080 4118, (770)436-6350 331152, Sultan Kurani, 2115 E. Main St Ste E, Snellville, GA, 30078 6441, (770)982-3188 302653. Harshad Patel. 5410 N Henry Blvd. Stockbridge. GA. 30281 3655. (770)507-1852 310296, Kurban Kurani, 2855 Lawrenceville Suwanee Rd, Suwanee, GA, 30024 3563, (770)932-7707 304033, Nam Lee Seung, 3935 Lavista Rd, Tucker, GA, 30084 5137, (770)934-3359 344356, Lalu Patel, 866 GA Hwy 96 Suite 101, Warner Robins, GA, 31088 0740, 342406, Kiren Patel, 645 S. Philadelphia Blvd Wal\*Mart #1968, Aberdeen, MD, 21001 3613, (410)297-6770 307806, Kirit Patel, 1900 Fairfax Rd, Annapolis, MD, 21401 4341, (410)267-6104 335440, Antonio Luis, 13810 Connecticut Ave, Aspen Hill, MD, 20906, (301)438-2650 300912, Vishnu Patel, 1600 E Joppa Rd, Baltimore, MD, 21286 2123, (410)821-1620 304722, Shahedul Islam, 5422 York Rd, Baltimore, MD, 21212 3831, (410)435-3366 341360, Shahedul Islam, 25 Light St, Baltimore, MD, 21202, (410)244-8966 300841, Shahedul Islam, 1020 W 41st St, Baltimore, MD, 21211 1634, (410)366-4595 300411. Purusottam Patel. 8021 Liberty Rd. Baltimore. MD. 21244 2966. (410)655-4146 310124, Purusottam Patel, 6669 Security Blvd M-4, Baltimore, MD, 21207 4024, (410)944-4829 304365, Nilkanth Patel, 7000 Reisterstown Rd, Baltimore, MD, 21215 1423, (410)764-6846 342118, Nilkanth Patel, 112 Carroll Island Rd Wal-Mart # 3481, Baltimore, MD, 21220 2208, (410)344-1010

345474. Jack Burkhead. 9400 Harford Rd. Baltimore. MD. 21234 3111. (410)661-1390 302732, Ghanshyam Patel, 8801 Pulaski Hwy, Baltimore, MD, 21237 3072, (410)574-4072 300629, George Nistazos, 600 Dundalk Ave, Baltimore, MD, 21224 2904, (410)633-5476 304078, George Nistazos, 4022 Pulaski Hwy, Baltimore, MD, 21224 1538, (410)276-1516 302516, Dasharath Patel, 9644 Belair Rd C, Baltimore, MD, 21236 3706, (410)256-6652 304040, Dasharath Patel, 7924 Belair Rd, Baltimore, MD, 21236 3748, (410)661-2411 300617, Chhatral Corporation, 2718 Washington Blvd, Baltimore, MD, 21230 1411, (410)646-5328 310376, Bhagabhai Patel, 6305 Kenwood Ave, Baltimore, MD, 21237 2022, (410)866-8196 300495. Albino Lim. 7821 Wise Ave. Baltimore. MD. 21222 3339. (410)288-2844 344463, Rajesh Patel, 2105 Calvary Rd, Bel Air, MD, 21015 6414, (410)734-6500 308287, Jesse Luis, 4810 Bethesda Ave, Bethesda, MD, 20814 5202, (301)652-4747 330116. Pizza Brothers East II. Inc., 8901 Wisconsin Ave, Bethesda, MD, 20814 3700, (301)652-4667 344712, Maria Icaza, 22861 Three Notch Rd, California, MD, 20619, (301)866-1712 303442, Joseph Jordan, 215 Sunburst Hwy, Cambridge, MD, 21613 2049, (410)228-6197 302734, Harilal Kapuria, 6100 Allentown Rd, Camp Springs, MD, 20746 4552, (301)899-7282 331697, George Nistazos, 506 Church Hill Rd, Centreville, MD, 21617 1900, (410)758-1433 331698, George Nistazos, 315 High St St. 100, Chestertown, MD, 21620 1312, (410)778-6211 339067, Alex Etjami, 9808 Piscataway Rd, Clinton, MD, 20735 4445, (240)318-0035 303439, Rajvinder Sidhu, 10003 York Rd, Cockeysville, MD, 21030 3303, (410)666-2489 310447, Ashvinkumar Bhalani, 5485 Harpers Farm Rd, Columbia, MD, 21044 1108, (410)997-2297 330177, Ashvinkumar Bhalani, 7106 Minstrel Way, Columbia, MD, 21045 5243, (410)381-5779 336112, George Nistazos, 601 Legion Rd, Denton, MD, 21629, (410)479-5408 340939, Ram Javia, 1945 Liberty Rd, Eldersburg, MD, 21784 6627, (410)552-0031 342970, Ram Javia, 6725 Santa Barbara Ct Suite 8, Elkridge, MD, 21075 5852, 302849, Albino Lim, 8455 Baltimore National Pike, Ellicott City, MD, 21043 4280, (410)750-6010 345244, Kiritsinh Parmar, 4872 Montgomery Rd Suite 107, Ellicott City, MD, 21043, (410)480-8430 304577, Kaival, Inc., 1602 Eastern Blvd, Essex, MD, 21221 2103, (410)391-8551 342372, Kiren Patel, 2316-C Bel Air Rd Route 1, Fallston, MD, 21047 2705, (410)877-2445 303437, Harilal Kapuria, 6027 Marlboro Pike, Forestville, MD, 20747 2146, (301)736-2727 304179, Michael Kaminski, 1296 W Patrick St, Frederick, MD, 21703 3961, (301)846-7991 345177, Kaushik Govani, 8925 Fingerboard Rd, Frederick, MD, 21704, (240)699-0086 342111, George Nistazos, 409 N. Fruitland Blvd Wal\*Mart #2931, Fruitland, MD, 21826, (410)219-3280 300595, Kirit Patel, 7152 Ritchie Hwy, Glen Burnie, MD, 21061 2904, (410)761-3995 336356, Ram Javia, 822 South Main St., Hampstead, MD, 21074 2334, (410)374-1425 302506, Sameer Ailawadi, 2057 University Blvd E, Hyattsville, MD, 20783 4139, (301)434-6196 339788, Abdolhossein Ejtemai, 10625 Connecticut Ave, Kensington, MD, 20895 2505, (301)942-0012 303903, Amrut Patel, 7903 Annapolis Rd, Lanham, MD, 20706 1309, (301)459-8244 345245, Sukhwinder Sidhu, 1506 York Rd, Lutherville, MD, 21093 5609, (410)321-4480 343473, Ghanshyam Patel, 901 Middle River Rd, Middle River, MD, 21220 2400, (410)686-6712 343779, Lawrence Charleston, Jr, 130 N. East Rd North East Plaza, North East, MD, 21901, (410)287-0162 310230, George Nistazos, 12641 Ocean Gtwy White Marlin Mall, Ocean City, MD, 21842 9558, (410)289-3021 330009, Jesse Luis, 18100 Village Mart Dr, Olney, MD, 20832 1413, (301)570-2410 335468. Raivinder Sidhu. 9404 A Reisterstown Rd. Owings Mills. MD. 21117. (410)394-7701 303440, J & N Inc., 2053 E Joppa Rd, Parkville, MD, 21234 2860, (410)882-4440 307758, Dasharath Patel, 8487 Fort Smallwood Rd, Pasadena, MD, 21122 2739, (410)437-2121 304469, Dasharath Patel, 8053 Ritchie Hwy, Pasadena, MD, 21122 1066, (410)760-8500 342049, Pushpa Patel, 100 Rt. 40 Perryville Station, Perryville, MD, 21903, (410)642-0207 307807, Nilkanth Patel, 1508 Reisterstown Rd, Pikesville, MD, 21208 3814, (410)653-8182 310187, James Willard, 7739 Tuckerman Ln, Potomac, MD, 20854 3266, (301)983-8267 300866, Rajvinder Sidhu, 11814 Reisterstown Rd, Reisterstown, MD, 21136 3397, (410)833-4770 310185, Cafe Donut II, Inc., 11520-D Rockville Pike, Rockville, MD, 20852 2702, (301)231-6516 304246, Cafe Donut II, Inc., 865 Rockville Pike, Rockville, MD, 20852 1236, (301)610-0897 304229, George Nistazos, 908 Salisbury Blvd, Salisbury, MD, 21801 3639, (410)749-5999 343751. Raivinder Sidhu. 10 Fila Way. Sparks. MD. 21152. (410)472-9402 300381, Rajvinder Sidhu, 2001 York Rd, Timonium, MD, 21093 4228, (410)252-0350 342110, Rajvinder Sidhu, 1238 Putty Hill Pkwy Wal\*Mart, Towson, MD, 21286 5844, (410)296-5150 310211, Vishnu Patel, 201 York Rd, Towson, MD, 21204 5214, (410)821-0810

310362, Sanjay Patel, 4705 Crain Hwy, Upper Marlboro, MD, 20772 3107, (301)627-0939 342604, C & L Donuts, Inc., 11160 VEIRS MILL ROAD, WHEATON, MD, 20902, (301)933-8331 310326, Sanjay Patel, 3510 Crain Hwy, Waldorf, MD, 20603 4860, (301)870-9191 330905, Ram Javia, 576 Jermor Ln, Westminster, MD, 21157, (410)857-4511 300354, Jesse Luis, 2405 Reedie Dr, Wheaton, MD, 20902 4623, (301)949-4251 344755, Scott Shealy, 9 Glenn Bridge Rd Suite 102, Arden, NC, 28704 3332, (828)335-2822 344727, Scott Shealy, 411 Merrimon Ave, Asheville, NC, 28804 3405, (828)251-8224 344736, Scott Shealy, 779 Biltmore Ave, Asheville, NC, 28803, (828)251-4542 341324. Charlotte CPL, LLC, 4901 Dwight Evans Rd Ste 112, Charlotte, NC, 28217 1441. 341168, John Bodner, 5133 South Blvd, Charlotte, NC, 28217 2709, (704)523-5885 343181, Levy Premium Foodservice Ltd Partnership, 333 East Trade St. Charlotte Arena-Rock The Roof, Charlotte, NC, 28202 2425, (704)688-8230 344111, Keith Friend, 4472 Woodside Dr Pcs Box 8009 Cherry Point, Cherry Point, NC, 28532, (252)444-3600 345854, John Coughlin, 2505 Lincolnton Hwy, Cherryville, NC, 28021 8346, (704)435-2944 344984, Patrick Conrad, 6415 Bryant Rd. Piedmont Traid Airport, Greensboro, NC, 27409, (336)852-9311 344983, Patrick Conrad, Terminal Road South Piedmont Traid Airport 6415 Bryant Rd, Greensboro, NC, 27407, (336)852-9311 345277, William Daughtridge, Jr, 10401 NC Highway 903, Halifax, NC, 27839 9057, (252)538-0012 300765, Charles Rodgers, 301 N Marine Blvd, Jacksonville, NC, 28540 6512, (910)347-2325 307528, Charles Rodgers, 433a Western Blvd, Jacksonville, NC, 28546 6870, (910)347-7333 301810, Groover Blitch, 4324 Glenwood Ave Crabtree Valley Shopping Ctr. Raleigh, NC, 27612, (919)781-1191 300454, Groover Blitch, 1801 Capital Blvd, Raleigh, NC, 27604 2144, (919)834-0054 337301, Anton Nader, 4415 Falls Of The Neuse Rd, Raleigh, NC, 27609 6201, (919)876-9700 307442, Cecilia Sao Joao, 2120 Stone Rose Dr, Rocky Mount, NC, 27804 2517, (252)972-3483 308349, Rosemarie Collins, 2515 S 17th St Banberry Plaza, Wilmington, NC, 28401 7783, (910)452-4616 307178, Rosemarie Collins, 5111 Market St, Wilmington, NC, 28405 3431, (910)452-2422 331733, Rosemarie Collins, 5611a Carolina Beach Rd, Wilmington, NC, 28412 2609, (910)392-7260 302066, Christopher Cortese, 2907 N. Main St, Anderson, SC, 29621 2760, (864)222-2993 301850, George Ross, 1843 Savannah Hwy, Charleston, SC, 29407 2251, (843)769-2093 346008, Patrick Conrad, 5500 Int'l Blvd Charleston Airport, Charleston, SC, 29418, (843)767-7055 345701, Richard Lawlor, 3622 Savannah Hwy Hess, Charleston, SC, 29455, (843)571-6231 303716, Harinder Singh, 4727 Forest Dr, Columbia, SC, 29206 3108, (803)787-1117 303718, Harinder Singh, 9311 Two Notch Rd, Columbia, SC, 29223 6415, (803)736-6578 345551, Christopher Cortese, 5308 Calhoun Memorial Highway, Easley, SC, 29640, (864)859-6005 345702, Richard Lawlor, 509 Goose Creek Blvd Hess, Goose Creek, SC, 29445 2918, 345699, Richard Lawlor, 429 St. James Ave Hess, Goose Creek, SC, 29445 2701, (843)797-1707 345194, Bart Thorne, 1551 Laurens Road, Greenville, SC, 29607 2507, 345196, Bart Thorne, 2903 N. Pleasantburg Dr, Greenville, SC, 29609 3732, (864)255-9522 345207, Bart Thorne, 411 The Parkway, Greenville, SC, 29615, (864)288-2088 345378, Bart Thorne, 6055 White Horse Rd, Greenville, SC, 29611 3854, (864)269-5088 330220, Christopher Cortese, 1779 Woodruff Rd., Greenville, SC, 29607 5999, (864)254-0035 302065, Christopher Cortese, 2423 Wade Hapton Blvd, Greenville, SC, 29615 1145, (864)244-2272 344963. Bart Thorne, 1129 W. Wade Hampton Blvd. Greer, SC, 29650 1242. (864)879-2892 345703, Richard Lawlor, 2790 Maybank Hwy Hess, Johns Island, SC, 29455 4809, (843)559-6804 345198, Bart Thorne, 7252 Moorefield Memorial Hwy, Liberty, SC, 29657 1639, (864)843-9827 332789, George Ross, 1522 N. Highway 17, Mount Pleasant, SC, 29464 3307, (843)856-8811 343562, Sandi Parag, 9700 N. Kings Hwy Lake Arrowhead, Myrtle Beach, SC, 29572, (843)497-7150 306722, Thomas Morgan, 3001 N. Kings Hwy Suite 6, Myrtle Beach, SC, 29577 3000, (843)626-2890 344355, George Ross, 4930 Center Pointe Dr Building D, Suite 105, North Charleston, SC, 29418, (843)308-5936 342726, George Ross, 9155 University Blvd, North Charleston, SC, 29406 9175, (843)797-6667 345700, Richard Lawlor, 1518 N. Main St Hess, Summerville, SC, 29483 7817, (843)875-1178 345195, Bart Thorne, 520 Old Highway 25, Travelers Rest, SC, 29690 8910, (864)834-5620 303739, Jerome Johnson, 3050 Duke St, Alexandria, VA, 22314 4517, (703)751-8986 307823, Mario Ferreira, 504d S Van Dorn St, Alexandria, VA, 22304 4612, (703)751-7863 344864, Suresh Rajan, 7611D Richmond Hwy South Valley Plaza, Alexandria, VA, 22306 2847, (703)718-0107 341136, Jerome Johnson, 1687 Crystal Square Arcade Crystal City Underground Metro, Arlington, VA, 22202 (703)412-8912

343819. Maria Hall. 1 National Airport Cart 1 Post North Pier Reagan Airport, Arlington, VA. 22202. (703)414-3708 343818, Maria Hall, 1 National Airport Reagan Airport Cart 2 Post Center Pier, Arlington, VA, 22202, (703)414-3708 342384. A Smith. 145 Hill Carter Pkwy Wal\*Mart #2795. Ashland. VA. 23005 2327. (804)752-6784 343749, Kiran Gunnam, 14631 Lee Hwy, Centreville, VA, 20121 5824, (703)815-4020 306659, Howard Simon, 1435 Battlefield Blvd N, Chesapeake, VA, 23320 4505, (757)436-2285 301799, John Motta, 3277 Western Branch Blvd, Chesapeake, VA, 23321 5230, (757)686-8815 344955, Richard Contessa, 4417 W. Hundred Rd, Chester, VA, 23831, (804)706-6419 345163. Richard Contessa. 15740 Woods Edge Road. Colonial Heights. VA. 23113. (804)520-1250. 302694, Silvino Lima, 13061 Lee Jackson Memorial Hwy, Fairfax, VA, 22033 2001, (703)631-4503 308047, Silvino Lima, 10633 Braddock Rd, Fairfax, VA, 22032 2202, (703)691-4090 306136, Shakeel Rizvi, 9550 Fairfax Blvd, Fairfax, VA, 22031 4702, (703)591-3855 303882, Shakeel Rizvi, 10955 Lee Hwy, Fairfax, VA, 22030 4307, (703)934-8835 337142, Robert Claytor, 597 Tinkling Springs Rd., Fishersville, VA, 22939, (540)851-0830 300908, Mario Ferreira, 5985 13th St, Fort Belvoir, VA, 22060 5512, (703)799-3156 330558, Mario Ferreira, 6095 Gorgas Rd Bldg 2304, Fort Belvoir, VA, 22060 6207, (703)780-5850 342146, Pravina Bhalani, 10001 Southpoint Pkwy Wal\*Mart, Fredericksburg, VA, 22407 2700, (540)898-9440 310442, Richard Contessa, 3544 Plank Rd Waverly Village Center, Fredericksburg, VA, 22407, (540)786-3334 306866, Shakeel Rizvi, 1044-A West Mercury Blvd, Hampton, VA, 23666, (757)825-8371 339894, Robert Claytor, 1168 VA Ave, Harrisonburg, VA, 22802 2520, (540)432-9546 339901, Robert Clavtor, 1911 S High St, Harrisonburg, VA, 22801 8563, (540)433-3559 335692, Valley Donuts, Inc., 1101 E Market St, Harrisonburg, VA, 22801, (540)437-0250 335590, Valley Donuts, Inc., 3240 S. Main St., Harrisonburg, VA, 22801 2672, (540)434-5441 330323, Silvino Lima, 208 Elden St, Herndon, VA, 20170 4811, (703)925-9621 344857, Ram Singla, 141 Spring St Suite 200, Herndon, VA, 20170 5218, (703)437-8111 340880, Ram Singla, 141 Spring St, Herndon, VA, 20170 5218, (703)435-9075 331797, Silvino Lima, 8985 Centreville Rd, Manassas, VA, 20110 5206, (703)393-0010 343631, Gregory Verone, 930 Dolly Madison Ave F.M.G., Mclean, VA, 22101, (703)482-9242 345161, Richard Contessa, 11440 W Huguenot Road Chesterfield County, Midlothian, VA, 23113, (804)897-3350 301179, Rohit Gandhi, 11111 Jefferson Ave, Newport News, VA, 23601 2528, (757)591-0573 306263, Rohit Gandhi, 12753 Jefferson Avenue, Newport News, VA, 23602 4317, (757)833-3844 301596, Rohit Gandhi, 13747 Warwick Blvd, Newport News, VA, 23602 5422, (757)877-4583 300793, John Motta, 2300 E. Little Creek Rd, Norfolk, VA, 23518, (757)587-4801 306982, John Motta, 4820 Hampton Blvd, Norfolk, VA, 23508 1824, (757)440-0820 345383, Richard Contessa, 2716 S Crater Rd, Petersburg, VA, 23805, (804)733-4844 306955, John Motta, 4701 George Washington Hwy, Portsmouth, VA, 23702 2407, (757)558-3073 345704, Minesh Patel, 3990 E. Williamsburg Rd, Sandston, VA, 23150, (804)328-4848 332342, Mario Ferreira, 6699 Frontier Dr Ste C, Springfield, VA, 22150 1420, (703)313-8004 304356, Mario Ferreira, 6800 Commerce St, Springfield, VA, 22150 2601, (703)569-9764 345314, Suresh Rajan, 6715 Backlick Rd Suite H Backlick Square Shopping, Springfield, VA, 22150, (703)451-3091 335693. Vallev Donuts. Inc., 1482 Greenville Ave. Staunton, VA. 24401 9543. (540)434-0759 330185. Kenneth Rice, 740 Fairfax St. Stephens City, VA, 22655 2817. (540)869-7982 331214, James Angiolillo, 20789 Great Falls Plaza, Sterling, VA, 20165, (703)444-3500 344775, Rajan Suresh, 23070 Oak Grove Rd, Sterling, VA, 20166 4386, (703)435-9233 342056, Ram Singla, 45020 Aviation Dr Dulles Airport Concourse D Space CC-193, Sterling, VA, 20166 7506, 342090, Ram Singla, Dulles Airport Concourse B 45020 Aviation Dr Bm-380, Sterling, VA, 20166, (703)572-6845 337140, Robert Claytor, 265 Laurel Rd., Verona, VA, 24482, (540)248-5007 336560, Robert Claytor, 50 Lodge Rd Cpl Ste 112, Verona, VA, 24482, (540)248-3700 302972, Shakeel Rizvi, 314 Maple Ave W, Vienna, VA, 22180 5612, (703)242-1877 306384, John Motta, 2928 Shore Dr, VA Beach, VA, 23451 1213, (757)496-5801 302507, John Motta, 5600 Princess Anne Rd, VA Beach, VA, 23462 6120, (757)490-1944 301595, Julio Cabral, 2448 VA Beach Blvd, VA Beach, VA, 23454 3923, (757)486-1237 306414. Shakeel Rizvi. 1347 Richmond Rd. Williamsburg. VA. 23185 2832. (757)220-4010 330182, Kenneth Rice, 2605 Valley Ave, Winchester, VA, 22601 2625, (540)662-0738 330181, Kenneth Rice, 992 Millwood Pike, Winchester, VA, 22602 4379, (540)667-9775 342117, Robert Claytor, 461 W Reservoir Rd Wal\*Mart #2647, Woodstock, VA, 22664 2005, (540)459-8885

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332161, Thornton Oil Company, 4731 W. Hwy 146, Crestwood, KY, 40014, (502)222-7633 332391. W. Graham Baughman, 8400 Dixie Hwy, Louisville, KY, 40258, (502)933-5344 344102, W. Graham Baughman, 11700 Dixie Hwy, Louisville, KY, 40272, (502)933-2083 335556, Thornton Oil, Inc, 10501 Dixie Highway, Louisville, KY, 40272, (502)995-7082 332388, Thornton Oil Company, 4516 Poplar Level Rd, Louisville, KY, 40213, (502)964-6570 332163, Thornton Oil Company, 4500 Shelbyville Rd, Louisville, KY, 40207 3324, (502)896-2654 336985, Fresh-Serve Bakeries, Inc., 8405 National Highway, Louisville, KY, 40214, (502)375-5959 332387, Fresh-Serve Bakeries, Inc., 7920 Bardstown Rd, Louisville, KY, 40291 3438, (502)231-6319 330255, Fresh-Serve Bakeries, Inc., 605 Lyndon Ln, Louisville, KY, 40222 4639, (502)327-6460 331976, Fresh-Serve Bakeries, Inc., 4950 Brownsboro Rd, Louisville, KY, 40222 6438, (802)420-6932 330491, Fresh-Serve Bakeries, Inc., 4500 S 3rd St, Louisville, KY, 40214 1930, (502)361-1057 331859, Fresh-Serve Bakeries, Inc., 4136 Cane Run Rd, Louisville, KY, 40216 4868, (502)425-8022 330312, Fresh-Serve Bakeries, Inc., 3909 Taylorsville Rd, Louisville, KY, 40220 1414, (502)459-6424 331123, Fresh-Serve Bakeries, Inc., 100 West Broadway, Louisville, KY, 40202, (502)584-5355 331124. Fresh-Serve Bakeries, Inc., 10320 Westport Rd, Louisville, KY, 40241 2150, (502)425-8022 332386, Fresh-Serve Bakeries, Inc., 12412 Lagrange Rd, Louisville, KY, 40245 1901, (502)241-4720 331858, Fresh-Serve Bakeries, Inc., 13114 Shelbyville Rd, Louisville, KY, 40243 3932, (502)245-5180 331974, Fresh-Serve Bakeries, Inc., 14101 Shelbyville Rd, Louisville, KY, 40245 4108, (502)253-0950 330899, Fresh-Serve Bakeries, Inc., 1804 Blankenbaker Rd Thornton Oil, Louisville, KY, 40299, (502)266-5098 341471, Fresh-Serve Bakeries, Inc., 2207 Brownsboro Rd, Louisville, KY, 40206 2121, (502)897-2951 338157, Fresh-Serve Bakeries, Inc., 2700 Fern Valley Rd, Louisville, KY, 40213 3516, (502)966-8919 336642, Fresh-Serve Bakeries, Inc., 3300 Bardstown Rd, Louisville, KY, 40218, (502)451-9467 330919, Fresh-Serve Bakeries, Inc., 3301 Bardstown Rd, Louisville, KY, 40218 4601, (502)425-8022 332389, Fresh-Serve Bakeries, Inc., 3320 Preston Hwy., Louisville, KY, 40213 1332, (502)366-4047 334899, Fresh-Serve Bakeries, Inc., 3600 Chamberlain Lane #830, Louisville, KY, 40241 1954, (502)425-8022 331975, Fresh-Serve Bakeries, Inc., 3726 Tavlorsville Rd, Louisville, KY, 40220 1344, (502)425-8022 336339, Fresh-Serve Bakeries, Inc., 13302 Us Highway 42 West, Prospect, KY, 40059, (502)228-0350 332390, Fresh-Serve Bakeries, Inc., 1830 Midland Trail, Shelbyville, KY, 40065 9112, (502)633-9415 341902, Mac's Convenience Stores, LLC, 1830 E. Waterloo Rd, Akron, OH, 44306 4292, (330)733-0873 336519, Marlene White, 1041 West State St., Alliance, OH, 44601 4621, (330)823-7621 336131, James Braga, 4812 Mahoning Ave, Austintown, OH, 44515 1617, (330)799-5900 341897, Mac's Convenience Stores, LLC, 36071 Chester Rd, Avon, OH, 44011 1069, (440)937-9159 300649, Theodore Rodgers, 6041 Market St, Boardman, OH, 44512 2919, (330)758-7175 341896, Mac's Convenience Stores, LLC, 2644 Fulton Dr., Canton, OH, 44718 3523, (330)453-7004 306075, Natubhai Patel, 5431 N Bend Rd, Cincinnati, OH, 45247 7620, (513)481-1866 302722, Natubhai Patel, 511 Walnut St, Cincinnati, OH, 45202 3115, (513)241-4175 344532, Michelle Dukler, 3087 Terminal Dr Cincinnati Airport Term C, Cincinnati, OH, 45275, 302373. Mahendra Patel, 11424 Springfield Pike, Cincinnati, OH, 45246 4245, (513)772-5466 302560, Joseph Cuzzupoli, 8000 Beechmont Ave, Cincinnati, OH, 45255 4201, (513)474-8400 340781, Cleveland CPL, LLC, 4660 Hinckley Ind Pkwy, Cleveland, OH, 44109 6011, (216)749-5895 345001, Kenneth Blum, 1064 Graham Rd, Cuyahoga Falls, OH, 44224 2935, (330)928-2800 340547, Progressive Foods, LLC, 22200 Lakeshore Blvd, Euclid, OH, 44123 1715, (216) 731-7234 345547, Stewart White, 2720 Salt Springs Road, Girard, OH, 44420, (330)530-8049 342745, Michael Ouimet, 1871 Erie Blvd, Hamilton, OH, 45011, (513)887-9111 345572, Michael Benhase, 9990 Harrison Ave, Harrison, OH, 45030 2139, (513)202-1695 341734, Mac's Convenience Stores, LLC, 5075 Darrow Rd, Hudson, OH, 44236 4001, (330)342-0877 341908, Mac's Convenience Stores, LLC, 2094 Park Avenue West, Mansfield, OH, 44906, (419)529-6740 331201, Ghassan Azzi, 5790 Mayfield Rd, Mayfield Heights, OH, 44124 2922, (440)461-3500 302416, Javesh Patel, 7413 Mentor Avenue, Mentor, OH, 44060, (440)942-0399 341895, Mac's Convenience Stores, LLC, 15560 W. High St, Middlefield, OH, 44062 9292, (440)632-0026 342317, Mac's Convenience Stores, LLC, 10916 Highway 250, Milan, OH, 44846 9568, (419)499-8158 302371, Narottambhai Patel, 880 State Route 28, Milford, OH, 45150 1952, (513)831-5916

341898, Mac's Convenience Stores, LLC, 8911 Day Drive, Parma, OH, 44129 5632, (440)845-7754 342418, Mac's Convenience Stores, LLC, 1370 E. Main St., Ravenna, OH, 44266 3330, (330)298-2661 303583, Marlene White, 855 W State St, Salem, OH, 44460 2666, (330)332-8632 302724, Kanubhai Patel, 12045 Lebanon Rd, Sharonville, OH, 45241 1703, (513)563-6022 343701, Daniel Benhase, 12102 Champion Way, Sharonville, OH, 45241, (513)772-3444 306299, Dandi Enterprises, Inc., 6353 Som Center Rd, Solon, OH, 44139 2914, (440)349-3638 341903, Mac's Convenience Stores, LLC, 750 E. Steels Corner Rd, Stow, OH, 44224 4932, (330)945-4441 302349, Bhikhabhai Patel, 2709 W Central Ave, Toledo, OH, 43606 3453, (419)480-0504 343769. Ralph Magliocca, Jr., 3545 Youngstown Rd SE, Warren, OH, 44484, (330)369-1459 344567, Michael Ouimet, 7809 Cin-Day Rd, West Chester, OH, 45069 2008, (513)755-9180 344482, Frank Kiely, 1100 Airport Rd C/O DHL, Wilmington, OH, 45177, (937)302-3578 341695, Theodore Rodgers, 1001 E. Western Reserve Road, Youngstown, OH, 44514 3244, (330)629-8761 344982, Karim Youssef, 5272 Cane Ridge Rd, Antioch, TN, 37013 3704, 615-717-3222 302619, Dattatraya Prajapati, 1645 Fort Campbell Blvd, Clarksville, TN, 37042 3513, (931)645-4676 343529. Joseph Rando. Jr. 1245 Trotwood Ave. Columbia. TN. 38401. (931)840-4820. 345451, Keith Deerkoski, 105 Mathis Dr, Dickson, TN, 37055 2046, (615)446-2250 345354, William Pfaffmann, 1545 Nashville Pike Suite 101, Gallatin, TN, 37066 3287, (615)230-0050 303729, Robert & Janice Kilburn/Woody Forbes, 638 Old Hickory Blvd, Jackson, TN, 38305 2967, (731)668-0379 300248, Narendra Patel, 423 N Cedar Bluff Rd, Knoxville, TN, 37923 3604, (865)690-4670 345508, William Pfaffmann, 1645 W. Main St, Lebanon, TN, 37087 3199, 345148, Jason Maceda, 1400 Donelson Pike Unit A 8, Nashville, TN, 37217, (615)367-5865 345491, Karim Youssef, 7201 Highway 70 S., Nashville, TN, 37221 2825, (615)662-5652 344981, William Pfaffmann, 601 Fesslers Ln, Nashville, TN, 37210 2832, (615)291-9911

308835, Natvarlal Patel, 1294 Edwin Miller Blvd, Martinsburg, WV, 25401 3702, (304)264-4164

## PC, Franchisee, Store Address, Phone

330402, John Cywinski, 2543 W. Algonquin Rd, Algonquin, IL, 60102 9403, (847)458-0206 310366, Saibu Pathiyil, 11817 S Pulaski Rd, Alsip, IL, 60658 1607, (708)388-3837 307531, Thomas Mammen, 4028 W 127th St, Alsip, IL, 60803 1923, (708)388-3671 343291, Brett Salzer, 475 E. Hwy 173 Wal\*Mart, Antioch, IL, 60002 9406, (847)838-1560 310168, Amrit Patel, 105 W Dundee Rd, Arlington Heights, IL, 60004 1415, (847)342-0406 343115, Syam Thotakura, 4204-F N. Arlington Heights Rd, Arlington Heights, IL, 60004 7496, (847)506-6401 300364, Ashwin Patel, 3 N. Smith St, Aurora, IL, 60505 3729, (630)820-2556 342360, Donut (Chicago) Holdings, LLC., 38947 N. Green Bay Rd, Beach Park, IL, 60087, (312)226-8800 302934, Dspdd, Inc., 1004 W Irving Park Rd, Bensenville, IL, 60106 1814, (630)350-2044 340182, Syam Thotakura, 1100 State Route 83, Bensenville, IL, 60106 1026, (630)787-1007 338384, Abdul Kamruddin, 2945 S Harlem, Berwyn, IL, 60402 2827, (708)749-0689 302744, Jalaluddin Poonja, 142 S Gary Ave Ste 109, Bloomingdale, IL, 60108 2226, (630)582-3360 302947, Akhtar Ramzanali, 169 E Lake St, Bloomingdale, IL, 60108 1104, (630)894-3021 343298, Sunil Modi, 2225 West Market St Wal\*Mart, Bloomington, IL, 61701, (309)662-2622 310397, Dipal Patel, 13101 S Western Ave, Blue Island, IL, 60406 2108, (708)597-6331 343414, Bharat Patel, 1255 West Boughton Road, Bolingbrook, IL, 60440, (630)759-0478 335965, Dharmisth Patel, 245 South Bolingbrook Drive, Bolingbrook, IL, 60440, (630)378-4829 345382, Dharmisth Patel, 595 N. Pinecrest Rd Unit A, Bolingbrook, IL, 60440 2182, (630)783-9505 339757, Shamsuddin Panjwani, 8549 S. Beloit Ave Cpl, Bridgeview, IL, 60455 1714, (708)599-8029 300593, Chandrika Patel, 9200 Ogden Ave, Brookfield, IL, 60513 1920, (708)485-1117 302913, Amrit Patel, 1169 N Old Mchenry Rd Ste 120a, Buffalo Grove, IL, 60089 1369, (847)821-0044 331782, Karim Khoja, 1697 Weiland Rd Cpl, Buffalo Grove, IL, 60089 6887, (847)229-9567 303416, Thomas Mammen, 533 Torrence Ave, Calumet City, IL, 60409 3232, (708)862-0001 340859, Rishad Rajabali, 242 West Army Trail Rd, Carol Stream, IL, 60188, (630)462-1940 302635, Jalaluddin Poonja, 880 W Army Trail Rd, Carol Stream, IL, 60188 9040, (630)372-9455 342154, Sumish Parikh, 630 Northwest Hwy Unit G. Carv, IL, 60013 2073, (847)462-9543 345323, Sunil Modi, 1302 N. Prospect Ave, Champaign, IL, 61820, (217)359-2786 342355, Donut (Chicago) Holdings, LLC., 23841 W Eames St, Channahon, IL, 60410 3233, (312)226-8807 342933, Noorul-Amin Khowaja, 303 E. Wacker Drive Suite C-09, Chicago, IL, 60601 5212, 312-819-9510 341740, Noorul-Amin Khowaja, 300 E. Randolph St, Chicago, IL, 60601 5017, (312)240-0977 343358, Noorul-Amin Khowaja, 27 W. Lake Street, Chicago, IL, 60601, (312)443-9370 340897, Noorul-Amin Khowaja, 230 S State St, Chicago, IL, 60604 2004, (312)212-1857 342207, Noorul-Amin Khowaja, 215 W. Lake St., Chicago, IL, 60606, (312)781-9426 337019, Noorul-Amin Khowaja, 201 N. Clark St., Chicago, IL, 60601 1663, (312)578-8928 345573, Noorul-Amin Khowaja, 166 W Washington Ave, Chicago, IL, 60602, (312)551-9773 344269, Noorul-Amin Khowaja, 125 S. Clark St, Chicago, IL, 60603, (312)795-1931 300910, Noorjehan Panjwani, 5448 S Pulaski Rd, Chicago, IL, 60632 4238, (773)585-5115 307283. Nassereddin Meherally, 3535 N Western Ave. Chicago, IL, 60618 6061, (773)348-7000 308813, Nassereddin Meherally, 3214 N Kimball Ave, Chicago, IL, 60618 5515, (773)478-2828 300548, Nassereddin Meherally, 1954 W Peterson Ave, Chicago, IL, 60660 3112, (773)274-3939 306062, NRN I, Inc., 4701 S Kedzie Ave Kedzi Plaza East, Chicago, IL, 60632 3001, (773)254-3489 342588, Mohammed Badruddin, 6500 S. Kedzie Avenue, Chicago, IL, 60629 3431, (773)436-6400 338015, Kokilaben Patel, 201 W. Madison St, Chicago, IL, 60606 3317, (312)857-1000 340900, Kardo Rasha, 4800 W. Lake St, Chicago, IL, 60644 2608, (773)287-9755 300715, John Bozich, 7059 S. Ashland Ave, Chicago, IL, 60636 3912, (773)846-4543 302688, John Bozich, 4669 S Cicero Ave, Chicago, IL, 60632 4819, (773)767-8662 302858, John Bozich, 207 W 79th St, Chicago, IL, 60620 1129, (773)994-4824 342428, John Bozich, 150 W. 63rd St., Chicago, IL, 60621 3811, (773)488-8833 307249, Yasmeen Khoja, 6970 N Clark St, Chicago, IL, 60626 3221, (773)508-0433 336090, Yasmeen Khoja, 1200 W. Loyola Ave, Chicago, IL, 60626 5102, (773)381-7478 336534, Vishal Shah, 4612 West 59th St Cta Midway, Chicago, IL, 60629 5480, (773)581-7677 340343, Vishal Shah, 3843 N. Cicero, Chicago, IL, 60641 3623, (773)545-5436

310138, Vishal Shah, 333 W North Ave, Chicago, IL, 60610 1237, (312)944-2375 343174, Vishal Shah, 2565 W. Fullerton Ave, Chicago, IL, 60647 3147, (773)384-2565 343696, Vipul Patel, 439 S. Dearborn St, Chicago, IL, 60605, (312)235-0332 343845, Vipul Patel, 406 S. MI Ave, Chicago, IL, 60605 1617, (312)235-0955 344434, Thomas Mammen, 8145 S. Pulaski Rd, Chicago, IL, 60652, (708)275-6166 304663, Sirajuddin Virani, 39 W. Jackson Blvd, Chicago, IL, 60604 3906, (312)939-3133 344965, Sirajuddin Virani, 27 E. Lake St, Chicago, IL, 60601 3602, (312)419-8588 301365, Shri Krishna, Inc., 10401 S Western Ave, Chicago, IL, 60643 2507, (773)881-3410 302857, Shamsuddin Paniwani, 6641 S Cicero Ave, Chicago, IL, 60638 5805, (773)735-4797 301739, Shamim Esmail, 62 E Jackson Blvd, Chicago, IL, 60604 2320, (312)786-1114 343558, Saleem Hussain, 4453 S. Archer Ave, Chicago, IL, 60632 2845, (773)247-4499 343452, Saleem Hussain, 2340 W. 52nd St, Chicago, IL, 60632, (773)436-5252 340901, Pyar Ali Merchant, 4645 N Western Ave, Chicago, IL, 60625 2042, (773)275-5551 300562, Prahlad Patel, 6738 W Archer Ave, Chicago, IL, 60638 2333, (773)586-5969 306605, Noorul-Amin Khowaja, 500 W Madison St, Chicago, IL, 60661 2511, (312)648-5711 340231, Noorul-Amin Khowaja, 404 N. Wabash Ave, Chicago, IL, 60611 3515, (312)786-9750 343280, Noorul-Amin Khowaja, 333 S. State St DePaul Center University, Chicago, IL, 60604, (312)431-1024 339979, Donut (Chicago) Holdings, LLC., 1234 N. Halsted, Chicago, IL, 60622 2614, (312)664-6512 339270, Bruce Weissberg, 1535 W. Grand Ave, Chicago, IL, 60622 6335, (312)226-8800 310045, Ashok Pandya, 3359 N. Harlem Ave, Chicago, IL, 60634 3602, (773)481-0385 308350, Ashok Pandva, 2 N Riverside Plaza, Chicago, IL, 60606 2600, (312)707-9194 336536, Amrit Patel, O'Hare International Airport Terminal 3, Concourse H/K, Chicago, IL, 60600, (773)462-1133 300537, Amrit Patel, 5723 N California Ave @ Lincoln Ave, Chicago, IL, 60659 4703, (773)334-5980 343828, Amrit Patel, 4245 N. Milwaukee Ave, Chicago, IL, 60630, (773)427-4245 344397, Amrit Patel, 1575 S. MI Ave, Chicago, IL, 60605 2812, (312)447-0951 306072, Amir-Ali Khoja, 6332 N Broadway St, Chicago, IL, 60660 1402, (773)973-0829 301944, Akhtar Ramzanali, 3101 W Irving Park Rd, Chicago, IL, 60618 3405, (773)583-4048 340896, Akhtar Ramzanali, 1909 N Western Ave, Chicago, IL, 60647 4322, (773)486-9823 340894, Akhtar Ramzanali, 1200 N Milwaukee Ave, Chicago, IL, 60622 2217, (847)529-8140 307267, Akbar Mithani, 1411 E 53rd St, Chicago, IL, 60615 4501, (773)288-5719 341738, Abdul Rehman Halani, 220 W. Washington St Relo 310043, Chicago, IL, 60606 3411, (312)384-1890 304913, Abdul Rehman Halani, 20 E Chicago Ave, Chicago, IL, 60611 2009, (312)587-0684 344543, Abdul Rehman Halani, 105 W. Madison St, Chicago, IL, 60602, (312)920-0823 301497, Abdul Rehman Halani, 100 W Randolph St C-10, Chicago, IL, 60601 3218, (312)857-1888 339660, Abdul Malik Hussain, 7547 N. Paulina, Chicago, IL, 60626 1692, (773)262-0955 308683, Abdul Malik Hussain, 1127 W Bryn Mawr Ave, Chicago, IL, 60660 4401, (773)561-3315 300939, Abdul Kamruddin, 6336 W North Ave Narangansette, Chicago, IL, 60639 3832, (773)622-1881 340821, Janak Khatau, 749 W 31st St, Chicago, IL, 60616 3045, (312)567-9212 307762, Janak Khatau, 2356 W Cermak Rd, Chicago, IL, 60608 3812, (773)254-4747 332373, Janak Khatau, 1121 S Jefferson St, Chicago, IL, 60607, (312)362-9176 332803, Jalaluddin Poonja, 14 W 95th St, Chicago, IL, 60628 1318, (773)821-5295 339872, Jaime Dejuras, 2401 W. Ogden Ave, Chicago, IL, 60608 1036, (312)850-9220 340892, Jaime Dejuras, 1713 W Polk St, Chicago, IL, 60612 4314, (312)733-1950 340889, Gopal Partners, Inc., 3528 South Leavitt St., Chicago, IL, 60609 1050, (630)983-0145 340895, Gopal Partners, Inc., 1710 W 18th St, Chicago, IL, 60608 1914, (630)983-0145 310216, Gerard Freaney, 240 E 103rd St Cpl, Chicago, IL, 60628 2808, (773)568-5044 336660, Gerard Freaney, 120 West 87th St, Chicago, IL, 60620 1307, (773)846-5891 310140, Dharmesh Purohit, 7156 N Harlem Ave, Chicago, IL, 60631 1017, (773)792-0044 342563, Dharmesh Purohit, 6200 W. Belmont Ave, Chicago, IL, 60634 4018, (773)202-8799 343827, Dharmesh Purohit, 5949 W. Higgins Rd, Chicago, IL, 60630, (773)202-8977 339269, Donut (Chicago) Holdings, LLC., 9802 S Halsted St., Chicago, IL, 60628 1009, (773)429-0101 341054, Donut (Chicago) Holdings, LLC., 970 W. Pershing Rd, Chicago, IL, 60609 1424, (312)226-8800 342003, Donut (Chicago) Holdings, LLC., 8255 South Halsted Ave, Chicago, IL, 60620, (312)519-7500 342002, Donut (Chicago) Holdings, LLC., 7901 South Damen Ave, Chicago, IL, 60620 5306, (312)226-8800 340305, Donut (Chicago) Holdings, LLC., 4957 S. Central Ave, Chicago, IL, 60638 1528, (708)924-1195 339816, Donut (Chicago) Holdings, LLC., 4359 N. Pulaski Ave, Chicago, IL, 60641 2155, (312)217-5272 339494, Donut (Chicago) Holdings, LLC., 1642 W. Lake St. Cpl, Chicago, IL, 60612 2500, (708)636-5700

341739, Donut (Chicago) Holdings, LLC., 1345 N. Pulaski Rd, Chicago, IL, 60651 1933, (773)394-0003 300679, Noorjehan Panjwani, 6408 W 95th St, Chicago Ridge, IL, 60415, (708)599-8633 342996, Chicagoland Commissary, LLC, 5756 W. Ogden Ave, Cicero, IL, 60804, (312)226-8800 340877, Donut (Chicago) Holdings, LLC, 3146 S. Cicero Ave, Cicero, IL, 60804, (312)226-8800 341936, Donut (Chicago) Holdings, LLC, 5735 W. Roosevelt Ave, Cicero, IL, 60804, (312)226-8800 304639, Mirza Alikhan, 5500 South La Grange Road, Countryside, IL, 60525 3668, (708)354-3305 302567, Thomas Mammen, 13661 Cicero Ave, Crestwood, IL, 60445 1936, (708)389-5215 340181, Bharat Patel, 7516 S. Cass Ave Unit 5b, Darien, IL, 60561 4457, (630)434-1799 310172, Akhtar Ramzanali, 1926 S, River Rd, Des Plaines, IL, 60018 3206, (847)390-0090 304501, Amir Ali, 1080 E Oakton St, Des Plaines, IL, 60018 2033, (847)296-4579 306864, Amir Ali, 2120 Miner St, Des Plaines, IL, 60016 4718, (847)803-4377 342166. Thomas Mammen, 250 W. Siblev Blvd, Dolton, IL, 60419 1400, (708)201-6300 343913, Jeffrey Nave, 1931 W. Ogden Ave, Downers Grove, IL, 60515 2602, (630)241-9191 306710, Nooruddin Sadruddin, 1200 75th St, Downers Grove, IL, 60516 4235, (630)852-5302 300717, Rishad Rajabali, 522 Ogden Ave, Downers Grove, IL, 60515 3064, (630)852-1553 310407, Nooruddin Sadruddin, 890 E Main St, East Dundee, IL, 60118 2436, (847)426-5499 331322, Akhtar Ramzanali, 318 S. Mclean Blvd, Elgin, IL, 60123 7137, (847)741-8585 303410, Akhtar Ramzanali, 80 Tyler Creek Plz, Elgin, IL, 60123 1706, (847)695-9228 343290, Syam Thotakura, 801 Meacham Rd Wal\*Mart, Elk Grove Village, IL, 60007, (847)534-9700 345124, Syam Thotakura, 674 Meacham Rd (Shawnway), Elk Grove Village, IL, 60007, (847)534-0000 301865, Nitin Patel, 700 E, Higgins Rd, Elk Grove Village, IL, 60007 1549, (847)593-1419 303408, Anwarali Habib, 1101-03 Nerge Rd, Elk Grove Village, IL, 60007 3260, (847)352-4122 340898, Abdul Panjwani, 1612 Benson Ave, Evanston, IL, 60201 3703, (847)338-2008 306171, Abdul Panjwani, 1728 Sherman Ave, Evanston, IL, 60201 3713, (847)475-0444 339268, Donut (Chicago) Holdings, LLC, 2755 W 87th St, Evergreen Park, IL, 60805 1104, (708)636-5700 307463, Shamsuddin Panjwani, 3332 W 95th St, Evergreen Park, IL, 60805 2236, (708)424-9587 340301, Thomas Mammen, 1620 E. Lincoln Hwy, Ford Heights, IL, 60411, (708)757-5211 304897, Ashok Pandya, 7200 Circle Ave, Forest Park, IL, 60130 1113, (708)366-0810 308270, Dennis Gramm, 5 E. Grand Ave, Fox Lake, IL, 60020 1216, (847)587-8766 301869, Rishad Rajabali, 22W251 North Ave, Glen Ellyn, IL, 60137 3528, (630)469-1999 307301, Amir Ali, 9721 Milwaukee Ave, Glenview, IL, 60025 4567, (847)965-2299 310377, Abdul Panjwani, 1208 Waukegan Rd, Glenview, IL, 60025 3020, (847)729-5425 342483, Donut (Chicago) Holdings, LLC, 226 North Sr-21, Gurnee, IL, 60031, (312)226-8800 301359, Rishad Rajabali, 1511 Irving Park Rd, Hanover Park, IL, 60133 2567, (630)289-1060 343084, Shamsuddin Panjwani, 7847 W. 95th St, Hickory Hills, IL, 60457 2330, (708)599-6500 342600, Shamsuddin Panjwani, 335 S. Wolf Road, Hillside, IL, 60162, (708)236-1226 306280, Chandrika Patel, 150 E. Ogden Ave, Hinsdale, IL, 60521 3517, (630)325-9191 344528, Bruce Weissberg, 15060 S. Bell Rd, Homer Glen, IL, 60491, (708)301-2388 306279, Mumtaz Husain, 17579 Halsted St, Homewood, IL, 60430 2005, (708)799-1266 344735, Shamsuddin Panjwani, 1350 Houbolt Rd, Joliet, IL, 60431 9215, (815)725-9550 339520, Donut (Chicago) Holdings, LLC, 334 Collins St, Joliet, IL, 60432 2341, (815)726-5567 345176, Bharat Patel, 1401IL Route 59 Wal Mart, Joliet, IL, 60435, (815)436-5985 343143, Donut (Chicago) Holdings, LLC, 2925 Riverstone Parkway, Kankakee, IL, 60901, (312)226-8807 300856, Purushottam Patel, 1106 State St Space #9, Lemont, IL, 60439 4235, (630)243-0709 344859, Karim Khoja, 1179 W. Park Ave, Libertyville, IL, 60048 2552, (847)362-5000 343308, Barkat Gillani, 6599 Lincoln Ave, Lincolnwood, IL, 60712, (847)677-0777 342482, Donut (Chicago) Holdings, LLC, 6801 North Cicero Avenue, Lincolnwood, IL, 60646, (312)226-8800 300877, Akbar Mithani, 1109 Maple Ave, Lisle, IL, 60532 2129, (630)241-4547 310266, Purushottam Patel, 1069 E 9th St, Lockport, IL, 60441 3245, (815)834-1998 340809, Akhtar Ramzanali, 1 E Saint Charles Rd, Lombard, IL, 60148 2301, (630)620-9744 303396, Rishad Rajabali, 1160 S Main St, Lombard, IL, 60148 3935, (630)620-9744 342362, Donut (Chicago) Holdings, LLC, 9051 North Hwy 45/52, Manteno, IL, 60950, (312)226-8800 302991, Abdul Kamruddin, 1317 S 1st Ave, Maywood, IL, 60153 2405, (708)345-9777 341144, Donut (Chicago) Holdings, LLC, 8147 West Joliet Road, Mc Cook, IL, 60525 3129, (708)442-9083 344885, Pradeep Bhalla, 8490 W. North Ave, Melrose Park, IL, 60160, (708)344-6807 308742, Thomas Mammen, 14631 Pulaski Rd, Midlothian, IL, 60445 2826, (708)597-6166 342356, Donut (Chicago) Holdings, LLC, 6001 W. Monee Manhattan Rd, Monee, IL, 60449 9395, (312)226-8800

310202, Chehar #3 Corporation, 1601 Douglas Rd, Montgomery, IL, 60538, (630)801-8550 310024, Kamalesh Patel, 1359 Division St, Morris, IL, 60450 1444, (815)941-0089 330103, Akhtar Ramzanali, 5843 Dempster St, Morton Grove, IL, 60053 3028, (874)583-1828 343922, Jayantilal Patel, 2250 W. Hwy 83, Mundelein, IL, 60060, (847)949-6112 344892, Prakash Patel, 1780 N. Aurora Ave, Naperville, IL, 60566, (630)848-3201 301122, Rasilia Savsani, 811 E Ogden Ave, Naperville, IL, 60563 2834, (630)355-0472 306321, Vipool Patel, 1201 S Naper Blvd, Naperville, IL, 60540 8321, (630)369-2272 343064, Pyar Ali Merchant, 7235 N. Caldwell, Niles, IL, 60714 4501, (847)647-9474 301358, Amrit Patel, 7801 W Lawrence Ave, Norridge, IL, 60706, (708)453-2002 308843, Amrit Patel, 5050 N Cumberland Ave, Norridge, IL, 60706, (708)452-0870 342480, Bruce Weissberg, 3369 Buckley Rd, North Chicago, IL, 60064, (312)226-8800 344499. Shamsuddin Paniwani, 5116 Museum Dr. Oak Lawn, IL, 60453 7005. (708)499-9522 342347, Shamsuddin Panjwani, 9304 S Cicero Ave, Oak Lawn, IL, 60453 2518, (708)229-2397 345044, Dharmesh Purohit, 7117 W. North Ave, Oak Park, IL, 60302, (708)524-8202 302500, Rishad Rajabali, 17 W 422 W-22nd St, Oakbrook Terrace, IL, 60181 4401, (630)530-7788 302965, John Bozich, 15609 S Harlem Ave, Orland Park, IL, 60462 5118, (708)429-5533 343747, Bruce Weissberg, 4032 Route 34, Oswego, IL, 60543, (312)226-8800 303414, Kamalesh Patel, 2749 Columbus St, Ottawa, IL, 61350 1005, (815)434-0093 344808, Salma Panjwani, 2606 Dempster St, Park Ridge, IL, 60068, (847)803-6666 303386, Amrit Patel, 613 N Western Ave, Peoria, IL, 61604 5169, (309)676-9506 303385. Bharat Patel, 3428 N University St. Peoria, IL, 61604 1323, (309)688-7800 345458, Kamalesh Patel, 5307 Route 251 Wal\*Mart, Peru, IL, 61354, (815)223-2700 344412, Bharat Patel, 12690 S. Route 59 Wal Mart, Plainfield, IL, 60585, (815)230-4644 343433, Dharmesh Rangwala, 11900 S. Route 59, Plainfield, IL, 60585, (815)436-3649 343332, Dipal Patel, 3101 W. 147th St (147th & Kedzie), Posen, IL, 60469, (708)371-9150 303393, Dipika Patel, 3511 E State St, Rockford, IL, 61108 1913, (815)399-4355 345457, Krishna Patel, 420 S. Weber Rd WalMart, Romeoville, IL, 60446 4945, (815)436-1928 345099, Bruce Weissberg, 1300 Normantown Rd, Romeoville, IL, 60446 4208, (815)293-2740 301478, Anwarali Habib, 253 E Irving Park Rd, Roselle, IL, 60172 2004, (630)893-6150 340893, Dharmesh Purohit, 5801 N. River Rd, Rosemont, IL, 60018 5122, (847)292-0157 308479, Daniel Shanahan, 706 E. Rollins Rd, Round Lake Beach, IL, 60073 1340, (847)740-3867 308781, Dilshad Plasticwala, 9280 Irving Park Rd, Schiller Park, IL, 60176 2200, (847)678-3788 300716, Abdul Panjwani, 3900 Dempster St, Skokie, IL, 60076 2236, (847)673-7099 338996, Raghumandan Goel, 8043 Lawndale Ave Cpl, Skokie, IL, 60076 3435, (847)410-0216 345579, John Cywinski, 514 Randall Rd, South Elgin, IL, 60177 3315, (847)214-3602 344970, Rishad Rajabali, 656 S. Sutton Rd Route 59, Streamwood, IL, 60107 2368, (630)497-9379 302648, Catherine Anczerewicz, 6144 S Harlem Ave, Summit Argo, IL, 60501 1625, (708)458-1808 342440, Rishad Rajabali, 1 W. St. Charles Rd, Villa Park, IL, 60181 2423, (630)782-1247 342389, Donut (Chicago) Holdings, LLC, 1750 N Sheridan Rd, Waukegan, IL, 60085 2114, (312)226-8800 342484, Donut (Chicago) Holdings, LLC, 3201 North Lewis Avenue, Waukegan, IL, 60087 2210, (312)226-8800 344362, Karim Khoja, 1800 N. Lewis Ave, Waukegan, IL, 60085 1771, (847)336-9388 302945, Sunny Cherian, 2900 Belvidere Rd, Waukegan, IL, 60085 6012, (847)336-3665 338462, Priti Patel, 1491 W Roosevelt Rd, West Chicago, IL, 60185 4839, (630)562-4658 343263, Dashu Patel, 110 W. Roosevelt Rd, West Chicago, IL, 60185, (630)876-8560 331695, Walid Elkhatib, 1901 S Mannheim Rd, Westchester, IL, 60154 4322, (708)615-1099 307146, Dennis Krob, 15 Danada Sq E, Wheaton, IL, 60187 8484, (630)510-9310 345200, Todd Shaw, 600 S. County Farm Rd, Wheaton, IL, 60187 4560, (630)462-3722 342416, Donut (Chicago) Holdings, LLC, 8424 South Willow Springs Road, Willow Springs, IL, 60480, (312)226-8800 306395, Scott Zelinski, 7247 Kingery Hwy, Willowbrook, IL, 60521 7561, (630)323-5205 300826, Abdul Panjwani, 3207 Lake Ave # 4-A, Wilmette, IL, 60091 1070, (847)853-0066 310164, Dashu Patel, 27w095 Geneva Rd, Winfield, IL, 60190 2038, (630)665-7781 345283, Scott Zelinski, 1920 87th St Suite C, Woodridge, IL, 60517 7677, (630)910-5374 343682. Robert Mondi. 2401 W. 75th St Unit 17-19. Woodridge. IL. 60517. (630)910-0470 342722, Shamsuddin Panjwani, 11501 S Harlem Ave, Worth, IL, 60482 2329, (773)552-6779 345039, Donald Moore, 1305 S. Range Line Rd, Carmel, IN, 46032 2931, (317)581-0257 308482, Thomas Mammen, 701 Plaza Dr, Chesterton, IN, 46304 1550, (219)926-2052

338164, Fresh-Serve Bakeries, Inc., 3909 Hwy 31 E, Clarksville, IN, 47129 9200, (812)283-7881 343172, Sunil Modi, 1705 E. Columbus Dr, East Chicago, IN, 46312, (219)397-2007 342339, Amrit Patel, 3746 Arthur St, Gary, IN, 46408 2019, (219)980-8230 344211, Sunil Modi, 3360 Grant St, Gary, IN, 46408, (219)980-1680 308226, David Gerwels, 906 W Pike St, Goshen, IN, 46526 2338, (574)533-4314 340970, Donut (Chicago) Holdings, LLC, 10770 W. INpolis Blvd, Hammond, IN, 46320 1023, (219)659-5437 340271, Amrit Patel, 3820 Ridge Rd, Highland, IN, 46322 2255, (219)972-1262 345052, Donald Moore, 1216 W. 86th St, INpolis, IN, 46260 2204, (317)569-9173 345307. Donald Moore. 3850 N. Shadeland Ave. INpolis. IN. 46226. (317)541-1143 345343, Michael McCracken, 7015 Kentucky Ave Suite 114, INpolis, IN, 46221, (317)821-8207 331973, W. Graham Baughman, 202 East Tenth St, Jeffersonville, IN, 47130, 331856, Fresh-Serve Bakeries, Inc., 401 W Court Ave, Jeffersonville, IN, 47130 3533, (502)425-8022 331857, Fresh-Serve Bakeries, Inc., 2980 E Highway 62, Jeffersonville, IN, 47130 5914, (502)425-8022 330070, Fresh-Serve Bakeries, Inc., 2750 Charlestown Rd, New Albany, IN, 47150 1981, (812)945-6081 330900, Thornton Oil Company, 2250 State St Thornton Oil, New Albany, IN, 47150 4925, (812)949-2035 343834, W. Graham Baughman, 1702 West Main Street, New Albany, IN, 47150, 812-542-1081 308715, Kamalesh Patel, 6050 Central Ave, Portage, IN, 46368 3501, (219)763-1113 304360, Pinku & Chintu, Inc., 521 W 23rd St, Lawrence, KS, 66046 4709, (785)749-5015 302198, Huron Oil Company, 2591 Us Highway 23 S, Alpena, MI, 49707 4617, (989)356-4466 302166, Theron Winchell, 1567 MI Ave W, Battle Creek, MI, 49017 1925, (269)965-8353 302291, Forward Corporation, 6180 Westside Saginaw Rd, Bay City, MI, 48706 9354, (989)686-6100 302158, Ber-Con Donut, Inc., 219 N MI Ave, Big Rapids, MI, 49307 1403, (231)796-3774 302318, Forward Corporation, 9288 Birch Run Rd, Birch Run, MI, 48415 9210, (517)624-4168 302626, Rav Group, LLC, 31091 23 Mile Rd, Chesterfield, MI, 48047 1808, (586)598-7730 302381, Ravi Rao, 6365 Sashabaw Rd, Clarkston, MI, 48346 2261, (248)922-1373 300515, Ramesh Patel, 202 E 14 Mile Rd, Clawson, MI, 48017 2135, (248)585-2233 304547, Girish Patel, 4 S. Groesbeck Hwy, Clinton Township, MI, 48036 1592, (586)468-2230 306702, Rav Group, LLC, 43301 Garfield Rd, Clinton Township, MI, 48038 1117, (586)286-2390 306776, Ravi Rao, 3050 Union Lake Rd, Commerce Township, MI, 48382 4509, (248)360-9630 302182, Christopher Haddad, 13393 S Us Highway 27, Dewitt, MI, 48820 9381, (517)669-3141 301856, Bassam Hassan, 31080 Orchard Lake Rd, Farmington, MI, 48334 1339, (248)865-8192 310307, Kunjana Patel, 906 N West Ave, Jackson, MI, 49202 3269, (517)787-3123 302128, Francesco Dipietro Iii, 2850 Orchard Lake Rd, Keego Harbor, MI, 48320 1450, (248)681-1211 304385, Salim Ali, 2011 Southfield Rd, Lincoln Park, MI, 48146 2249, (313)383-2810 341349, Salim Ali, 31847 Glendale, Livonia, MI, 48150 1828, 300707, Vijay Patel, 19010 Middlebelt Rd, Livonia, MI, 48152 3530, (248)474-7476 302226, Jitendra Patel, 29011 Stephenson Hwy, Madison Heights, MI, 48071 2313, (248)399-7090 302192, Christopher Haddad, 3490 Okemos Rd, Okemos, MI, 48864 3984, (517)349-2400 302232, Phillip Haddad, 39600 E Ann Arbor Rd, Plymouth, MI, 48170 4580, (734)459-5944 302190, Francesco Dipietro Iii, 804 N Perry St, Pontiac, MI, 48342 1568, (248)334-5737 304095, Bhikhabhai Patel, 28799 Northwestern Hwy, Southfield, MI, 48034 1826, (248)353-1710 302289, Karl Heinz, 876 Munson Ave, Traverse City, MI, 49686 3602, (231)941-0595 301632, Shankaralal Patel, 4407 Fort St. Trenton, MI, 48183 4162, (734)692-3232 307732, Rav Group, LLC, 47091 Van Dyke Ave, Utica, MI, 48317 3357, (313)254-0055 342045, Baldev Patel, 3827 11 Mile Rd, Warren, MI, 48092 5211, (586)576-0402 300648, Hani Bayyouk, 1625 S Wayne Rd, Westland, MI, 48186 5435, (734)722-2890 338314, Ravi Rao, 10580 Highland Rd, White Lake, MI, 48386 2142, (248)698-2115 307566, Ravi Rao, 31202 S. Wixom Rd, Wixom, MI, 48393 2426, (248)624-8291 330114, Shankaralal Patel, 215 Eureka Rd, Wyandotte, MI, 48192 5924, (734)284-3084 303521, Silver Dollar Donuts, Inc., 1412 W. Highway 76, Branson, MO, 65616 3312, (417)334-8172 301853, Keith Jones, 3705 Frederick Ave, Saint Joseph, MO, 64506 3018, (816)279-6173 301867, Scott Rhyan, 1421 Milton Ave, Janesville, WI, 53545 1105, (608)754-4054 310453, Robert Stambolic, 11748 75th St, Kenosha, WI, 53142 8382, (262)857-9192 332143. Laxmi Corporation. 701 W WI Ave. Milwaukee. WI. 53233 2410. (414)347-1599 301183, Mohammed Amir, 306 E WI Ave, Milwaukee, WI, 53202 4304, (414)347-1599 300605, Mohammed Badruddin, 151 W Layton Ave, Milwaukee, WI, 53207 5916, (414)747-9140

## PC, Franchisee, Store Address, Phone

304940, Circle K Stores, Inc., 1953 E Southern Ave, Mesa, AZ, 85204 5215, (480)892-6006 304847, David Kouyoumjian, 1931 W Northern Ave, Phoenix, AZ, 85021 5155, (602)347-1176 300560, Maria Zsambok, 2747 E Indian School Rd, Phoenix, AZ, 85016 6855, (602)955-8021 300869, Maria Zsambok, 4130 E Thomas Rd, Phoenix, AZ, 85018 7516, (602)955-0544 306411, Jiwon Lee, 2910 N Hayden Rd, Scottsdale, AZ, 85251 6615, (480)970-1210 304991, Jiwon Lee, 1335 W University Dr Ste 11, Tempe, AZ, 85281 3353, (480)858-9290 300754, Jamal Awale, 5346 E. 22nd St. Tucson, AZ, 85711 5404, (520)790-5892 300470, Joseph Howell, 6660 Delmonico Dr Suite B, CO Springs, CO, 80919 1899, (719)598-9064 300744, K.C. Enterprises, Inc., 201 N Circle Dr, CO Springs, CO, 80909 6228, (719)634-7877 300446, KC Enterprises of CO Springs, Inc., 806 W. CO Ave, CO Springs, CO, 80905 1516, (719)634-4561 345465, Anthony Santo, 171 N. Gibson Rd Suite 100, Henderson, NV, 89014 6787, (702)564-7036 345643, Christopher Cortese, 5861 W. Craig Rd Suite 101, Las Vegas, NV, 89130 2550, (702)396-5031 345422, Donald DeMichele, 409 E. Silverado Ranch Blvd, Las Vegas, NV, 89183, (702)616-0085 345612, Donald DeMichele, 7400 Las Vegas Blvd South, Las Vegas, NV, 89123, 345523, Christopher Cortese, 5485 Simmons St Suite 1, North Las Vegas, NV, 89031 9004, (702)647-4387 304676, Gregory Beliveau, 1902 Central Ave SE, Albuquerque, NM, 87106 4002, (505)843-6552 301467, Shiraz Haji, 4009 San Mateo Blvd Ne, Albuquerque, NM, 87110 1239, (505)881-9895 302254, Shiraz Haji, 4416 Wyoming Blvd Ne, Albuquergue, NM, 87111 3146, (505)292-1355 302375, Thomas Solga, 3030 E Main St Ste N, Farmington, NM, 87402 7608, (505)327-2804 301341, Irene Deubel, 1085 S Saint Francis Dr, Santa Fe, NM, 87501 4253, (505)983-2090 301171, Massood Goli, 1600 S Sunnylane Rd, Del City, OK, 73115 3197, (405)672-4919 301376, Massood Goli, 3224 N Classen Blvd, OK City, OK, 73118 3426, (405)525-8770 300978, Massood Goli, 3612 N May Ave, OK City, OK, 73112 6602, (405)942-5413 302096, Massood Goli, 4400 Nw 39th St, OK City, OK, 73112 2826, (405)946-8550 308829, Richard Gussoni, 12200 Research Blvd, Austin, TX, 78759 2333, (512)258-6560 301301, Reza Sehat, 4370 E Lucas Dr, Beaumont, TX, 77708 5500, (409)892-9163 301350, Reza Sehat, 920 N 11th St, Beaumont, TX, 77702 1203, (409)833-2104 300737, Henry Tsao, 5406 Bellaire Blvd, Bellaire, TX, 77401 3906, (713)663-6605 344997, Michelle Dukler, 500 Terminal Rd Term E DFW Airport, Dallas, TX, 75261, 344996, Michelle Dukler, 200 Terminal Rd DFW Airport Term B, Dallas, TX, 75261, (972)574-4616 344995, Michelle Dukler, 100 Terminal Rd Term A DFW Airport, Dallas, TX, 75261, (972)574-4616 302466, Han Park, 1105 N Yarbrough Dr, El Paso, TX, 79925 7901, (915)598-1130 301136, Han Park, 9114 Dyer St, El Paso, TX, 79924 6402, (915)755-3031 302428, Alex Agathakis, 803 W Centerville Rd, Garland, TX, 75041 5804, (972)681-1950 345709, Michael Weinberg, 3060 FM 407 Suite A Wal Mart, Highland Village, TX, 75077, (972)966-0000 300545, Edgar Timtiman, 320 S Wayside Dr, Houston, TX, 77011 4600, (713)923-4772 302537, Harshad Patel, 814 Fm 1960 Rd W, Houston, TX, 77090 3404, (281)444-7858 300525, Harshad Patel, 631 Southmore Ave, Pasadena, TX, 77502 1107, (713)920-0230 345333, Richard Gussoni, 1700 Dallas Pkwy Wal Mart, Plano, TX, 75093 4519, (469)-737-6908 301255, Reza Sehat, 7000 W Military Dr, San Antonio, TX, 78227 2941, (210)673-4521

## Brand: Dunkin' Donuts Region: Northwest States

300609, Manoj Mungra, 1980 Commercial St, Salem, OR, 97302 5206, (503)362-3380

## DUNKIN' DONUTS

#### December 31, 2006 to December 29, 2007 (Fiscal Year 2007)

Franchisees Who Sold Their Stores, or are Otherwise No Longer in Business at the Indicated Location\*

DD is required to provide franchise candidates with the following list of "former" franchisees. To be listed, a franchisee, at one of his/her stores, must have been involved in a transaction falling into one of the categories listed below. While some of the listed franchisees may have been terminated for violations of their franchise agreements or left the System because of poor operating results, THIS IS NOT A LIST OF FRANCHISEES WHOSE BUSINESSES HAVE FAILED.

Most of the former franchisees on the list sold one or more stores. When this occurs, we usually assign or terminate their franchise agreement and add the sellers to this list. A number of the "former" franchisees may be currently operating other stores. The vast majority of listed stores are still operating.

To better understand the transactions from which the following list was generated, please refer to the franchisee statistical information section of this Offering Circular.

\*Definition required by the Federal Trade Commission: A list of every franchisees who had an outlet terminated, cancelled, not renewed, or otherwise ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this offering circular. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

# Note: The list of *Dunkin' Donuts* franchisees who have left the system in the last fiscal year is divided into regions as follows:

Nortl	heast States	Mid-A	Atlantic States
1 Connecticut	4 New Hampshire	1 Delaware	3 New York
2 Maine	5 Rhode Island	2 New Jersey	4 Pennsylvania
3 Massachusetts	6 Vermont		
South	neast States	Ce	ntral States
1 Florida	5 Washington, DC	1 Alabama	4 Ohio
2 Georgia	6 North Carolina	2 Kentucky	5 Tennessee
3 Maryland	7 South Carolina	3 Mississippi	6 West Virginia
4 Virginia			-
Mid	west States	Sout	thwest States
1 Illinois	7 Missouri	1 Arkansas	7 Nevada
2 Indiana	8 Nebraska	2 Arizona	8 New Mexico
3 Iowa	9 North Dakota	3 California	9 Oklahoma
4 Kansas	10 South Dakota	4 Colorado	10 Texas
5 Michigan	11 Wisconsin	5 Hawaii	11 Utah
6 Minnesota		6 Louisiana	

## Northwest States

1 Alaska	4 Oregon
2 Idaho	5 Washington
3 Montana	6 Wyoming

#### DUNKIN' DONUTS - NORTHEAST STATES - FORMER FRANCHISEES - FISCAL 2007

#### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

300313, CT, Jaward Shreidi, Ellington, CT, no phone 302917, CT, James & Daniel Demont, Monroe, CT, 203-452-7631 304866, CT, Duarte (Eddie) Pacheco, Glasonbury, CT, 860-659-8007 304959, CT, Frank Wirth, Avon, CT, 860-673-7891 304970, CT, Lino Santos, Cheshire, CT, 203-314-7989 306094, CT. Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 306094, CT, Randy Rianhard, Medfield, MA, 508-359-8316 306094, CT, Robert Gabellieri, Lincoln, RI, 401-334-4939 307138, CT, Christopher Dortenzio, Shelton, CT, 203-650-4074 307242, CT, Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 307242, CT, Randy Rianhard, Medfield, MA, 508-359-8316 307242, CT, Robert Gabellieri, Lincoln, RI, 401-334-4939 308707, CT, Frank Wirth, Avon, CT, 860-673-7891 308753, CT, Frank Wirth, Avon, CT, 860-673-7891 308780, CT, Relocation, Bangalore Mahesh, Bridgeport, CT, 203-373-1144 330075, CT, Jim Cain, Norwalk, CT, 203-847-2121 330231, CT, Lino Santos, Cheshire, CT, 203-314-7989 330245, CT, Michael Batista, Wallingford, CT, no phone, michael.batista@amdonuts.com 330354, CT, Nicholas Skroubelos, Stamford, CT, 203) 329-8946 330373, CT. Carlos Andrade, Sharon, MA, andrade50@aol.com 330373, CT, Emanuel Pinheiro, Providence, RI, 401-453-2832, epinheiro@verizon.net 330373, CT, Randy Rianhard, Medfield, MA, 508-359-8316 330373, CT, Robert Gabellieri, Lincoln, RI, 401-334-4939 331173, CT, Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 331173, CT, Randy Rianhard, Medfield, MA, 508-359-8316 331270, CT, Eduardo Batista, Danbury, CT, 203-205-0609 336657, CT, Frank Wirth, Avon, CT, 860-673-7891

- 339575, CT, Lino Santos, Cheshire, CT, 203-314-7989
- 300475, MA, Duarte M. Carvalho, Watertown, MA, 617-972-6100
- 301622, MA, Anthony Scampoli, Plymouth, MA, 508-224-4827
- 302489, MA, Jose Sardinha, Weymouth, MA, 508-977-9680, sarfamtrust@aol.com
- 302590, MA, John & Freida Boujoukos, Swampscott, MA, 781) 599-7150
- 302870, MA, Timothy Cloe, c/o DD 15 Robeson St, Fall River, MA, 617-901-5460, timcloe@comcast.net
- 302990, MA, Jose & Salvi Couto, 169 Main St, Stoneham, MA, 617-719-0181
- 303483, MA, Jose & Salvi Couto, 169 Main St, Stoneham, MA, 617-719-0181
- 303489, MA, Anthony Scampoli, Plymouth, MA, 508-224-4827
- 304144, MA, Charles & John Angiolillo, Medford, MA, no phone, JohnAngiolillo@holiedonut@aol.com
- 306105, MA, Mark Dubinsky, Salem, NH, no phone, markdubinsky@aol.com
- 306277, MA, relocation, Watermark Donut Co., Sean Sullivan, Boston, MA, 617-464-3796
- 306570, MA, Adel Al-Haddad, 130 Forbes Rd, Westwood, MA, 617-388-8884
- 306734, MA, David Carvalho, Watertown, MA, 617-972-6100
- 306821, MA, relocation, Cafua Management c/o Jan Mooney, Lawrence, MA, no phone, jmooney@cafuamanagement.com
- 306914, MA, relocation, John Cadette, Brockton, MA, 508-580-6695
- 308157, MA, Watermark Donut Co., Sean Sullivan, Boston, MA, 617-464-3796
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- 308527, MA, Mark & Jason Dubinsky, Methuen, MA, no phone, markdubinsky@aol.com
- 308863, MA, relocation, John Salema, c/o DD 6 N. Westfield Rd, Feeding Hills, MA, 413-589-1761
- 330448, MA, Jose & Salvi Couto, 169 Main St, Stoneham, MA, 617-719-0181
- 330519, MA, Charles & John Angiolillo, Medford, MA, JohnAngiolillo@holiedonut@aol.com
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- 337976, MA, Lyle & Andrea Morrison, Lexington, MA, 781-862-7010
- 341282, MA, Fred Lincoln, Norton, MA, 774-406-1439
- 343461, MA, Anthony Scampoli, Plymouth, MA, 508-224-4827
- 344009, MA, Clyde & Michael Younger & Maria Hall, Watertown, MA, 617-926-9662, cyounger@youngercorp.com
- 344012, MA, relocation, Clyde & Michael Younger & Maria Hall, Watertown, 617-926-9662, cyounger@youngercorp.com
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- 308129, ME, Charles Labay, Rumford, ME, labaland@adelphia.net
- 341486, ME, Charles Labay, Rumford, ME, labaland@adelphia.net
- 331925, NH, Mark & Jason Dubinsky, Methuen, MA, no phone, markdubinsky@aol.com
- 337628, NH, store relocated, Jose Salema, c/o DD 2 Dover Rd, Durham, NH, 603-868-5627, josesalemadd@aol.com
- 302523, RI, store relocated, Arthur Medeiros, c/o DD 465 Lonsdale Ave, Providence, RI, 401-683-9832
- 304721, RI, Daniel Delprete & James Lynch, Providence, RI, 401-272-9773, jlynch@dansmanagement.com
- 307978, RI, Demetrius Sampalis, c/o DD 1755 Smith St, N. Providence, RI, 401-231-9620, SampalisGroup@aol.com
- 330069, RI, Manuel Andrade & John Justo, c/o DD 1955 Westminster St, Providence, RI, 401-751-6688, dunkindonuts@adjmanagement.com
- 338542, RI, store relocated, Guido Petrosinelli, c/o DD 5515 Providence Place Mall, Providence, RI, 401-727-1380, guido@dd.necoxmail.com
- 300855, VT, Mark & Jason Dubinsky, Salem, NH, no phone, markdubinsky@aol.com
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## DUNKIN' DONUTS - MID-ATLANTIC STATES - FORMER FRANCHISEES - FISCAL 2007

PC, State, Former Franchisee Name, City, State, Phone and/or Email Address

\_\_\_\_\_

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- 310349, DE, Kanu Patel, Dover, DE, 302-270-0774, andone2141@yahoo.com
- 330700, DE, Ashok (Andy) Patel, Seaford, DE, 302-628-4343
- 331970, DE, Ashok (Andy) Patel, Seaford, DE, 302-628-4343
- 337583, DE, Zebulon & Beatrice Brodie, Chestertown, MD, 410-708-1790

301653, NJ, Falgun Dharia, Wayne, NJ, 973-248-0416

- 302000, NJ, Anthony D'Amore, Kenilworth, NJ, 908- 241-7585
- 302520, NJ, Jitendra Bharucha, Trumbull, CT, 203-268-0880
- 302556, NJ, Mohy Awad, Caldwell, NJ, 732-319-4870, mohyadli@yahoo.com
- 304303, NJ, relocation, Ashok Agarwal, c/o DD 100 Willowbrook Dr., Wayne, NJ, 973-256-4992,
- 304701, NJ, Sunil Shah, Nimesh Shah, Virendra Patel, Iselin, NJ, 732-750-9550

- 306000, NJ, William Lash, Pompton Plains, NJ, no phone 307378, NJ, Anthony D'Amore, Kenilworth, NJ, 908- 241-7585 308217, NJ, Nilesh Mehta, Newark, NJ, 973-452-4903 308425, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 308632, NJ, Mohy Awad, Caldwell, NJ, 732-319-4870, mohyadli@yahoo.com 308696, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 310360, NJ, Anton Nader, Scotch Plains, NJ, 718-227-7300, tony.nader@ddqsr.com 310470, NJ, Corporate Chefs, Haverhill, MA, 978-372-7400 332958. NJ. Gregory Lulko. Paramus. NJ. 201-280-7940. glulko@aol.com 332958, NJ, Kirit Patel, West Orange, NJ, 973-868-3886, kiritpatelwo@msn.com 331455, NJ, Arvind Patel, Middlesex, NJ, 732-690-1778, apatel1946@yahoo.com 331604. NJ. Bhupendra Patel. East Brunswick. NJ. shailimanagement@cs.com 331891, NJ, Falgun Dharia, Wayne, NJ, 973-248-0416 335484, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 335974, NJ, Alka Patel, Cherry Hill Estates, NJ, 856-939-4580 336581, NJ, Kaushik Patel, Avenel, NJ, 732-882-1890, jimkennedy@amqsr.com 337838, NJ, Kevin Maybury, Chester, NJ, 973-945-8753, kmaybury@optonline.net 337949, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 338161, NJ, Corporate Chefs, Haverhill, MA, 978-372-7400 338277, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 340287. NJ. James Fabris. Totowa. NJ. 201-390-5261. jimfabris@aol.com 340511, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com 340619, NJ, Sunil Shah, Nimesh Shah, Virendra Patel, Iselin, NJ, 732-750-9550 341161, NJ, Mohy Awad, Caldwell, NJ, 732-319-4870, mohyadli@yahoo.com 341185, NJ, Hiten Bhatt, Parsippany, NJ, bhatthiten@hotmail.com 341894, NJ, Dennis Dryburgh, Jackson, NJ, d.dryburgh@verizon.net 343175, NJ, Mohy Awad, Caldwell, NJ, 732-319-4870, mohyadli@yahoo.com 344175, NJ, Wael Kioumji, Nathan Matzke, Wallington, NJ, 201-531-9838 344446, NJ, Dennis Dryburgh, Jackson, NJ, d.dryburgh@verizon.net 300789, NY, Andrew Tomais, Yorktown Heights, NY, atomais@earthlink.net 300837, NY, Kirit Patel, West Orange, NJ, 973-868-3886, kiritpatelwo@msn.com 301184, NY, John Spero, Poughkeepsie, NY, 845-471-2804 301525, NY, Michael Colello, Watertown, NY, 315-779-0130, mcolello@twcny.rr.com 302706, NY, Rupal Kadakia, Westbury, NY, 516-333-6026 302709, NY, Rupal Kadakia, Westbury, NY, 516-333-6026 302956, NY, Andrew Marolda, John Troiano, New York, NY, 212-599-0322, 303543, NY, Prashant Agarwal, Seneca Falls, NY, paagarwal@verizon.net 304010, NY, Prashant Agarwal, Seneca Falls, NY, paagarwal@verizon.net 304397, NY, Prabodh & Shashim Parikh, Staten Island, NY, pkpopa1@yahoo.com 304911, NY, Kirit Patel, West Orange, NJ, 973-868-3886, kiritpatelwo@msn.com 306449, NY, Rasikbhai Patel, Victor, NY, 585-924-1991 306457, NY, Paul & Jennifer Hsiao, Flushing, NY, 516-652-4679 306813, NY, Prabodh & Shashim Parikh, Staten Island, NY, pkpopa1@yahoo.com 307066, NY, Tamer El-Rayees, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela hassan@yahoo.com 307580, NY, Prabodh & Shashim Parikh, Staten Island, NY, pkpopa1@yahoo.com
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- 340336, NY, Nelson Sousa, Saugerties, NY, 845-594-4848
- 340337, NY, Mario & Jodi Sardinha, Laconia, NH, 603-527-3471
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- 340908, NY, Gordon Wu, Englewood Cliffs, NJ, 201-816-8992
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- 342458, NY, Ibrahim Igbara, Bronx, NY, no phone
- 343238, NY, Ram Singla, Rockville, NY, 516-766-2569
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- 343687, NY, Sameer Patel, West Nyack, NY, sameergpatel@aol.com
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#### DUNKIN' DONUTS – **SOUTHEAST STATES** - FORMER FRANCHISEES – FISCAL 2007

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- 301289, FL, Rajesh Patel, Hollywood, FL, 854-927-2004
- 301419, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com
- 301684, FL, Robert Cardillo, Naples, FL, 239-596-7811
- 302053, FL, James Stewart, Longwood, FL, 407-332-6893
- 302228, FL, David McNulty, Ft. Myers, FL, 239-789-5109, beacondunkin@yahoo.com
- 302355, FL, Emdadul Siddiquee, Orange Park, FL, 718-523-6481
- 303340, FL, Pervez Kaisani, Holly Hill, FL, 407-928-0021
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- 308381, FL, Nurrudin Kassim, Coral Springs, FL, 954-753-5111
- 310128, FL, Khalid Zaheer, Davie, FL, 954-452-0554
- 310181, FL, Kevin Small, Orlando, FL, kevins@aol.com
- 310284, FL, Khalid Zaheer, Davie, FL, 954-452-0553
- 310452, FL, Gerald Velozo, Jacksonville, FL, 904-537-5947
- 330497, FL, James Tierney, Naples, FL, 239- 592-0334
- 332002, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com
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- 331152, GA, Ramesh Kabaria, Lilburn, GA, 678-517-5506

335522, GA, Kabir Panjwani, Brayson, GA, 404-787-7155, noorani@bellsouth.net

300203, MD, Brent Fauntleroy, Gaithersburg, MD, 240-997-6744, biplus4@adelphia.net 300203, MD, Michael Kaminski, Gaithersburg, MD, 202-672-5490, mkaminski@foley.com 300546, MD, Ghanshyam Patel, Baltimore, MD, 201-600-8990 300841, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@yahoo.com 304722, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@yahoo.com 331697, MD, Zebulon & Beatrice Brodie, Chestertown, MD, 410-778-2620 331698, MD, Zebulon & Beatrice Brodie, Chestertown, MD, 410-778-2620 336112, MD, Zebulon & Beatrice Brodie, Chestertown, MD, 410-778-2620 338630, MD, Zebulon & Beatrice Brodie, Chestertown, MD, 410-778-2620 342118, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@vahoo.com 342372, MD, Kiren Patel, Newark, NJ, 302-838-7698, kirenpatel@yahoo.com 342372, MD, Sanjay Patel, Rawlins, WY, 302-897-6729, vaishuspatel@yahoo.com 342406, MD, Kiren Patel, Newark, NJ, 302-838-7698, kirenpatel@yahoo.com 342406, MD, Sanjay Patel, Rawlins, WY, 302-897-6729, vaishuspatel@yahoo.com 343180, NC, Levy Premium Food Service, c/o Jeff Ross, Charlotte Arena, NC, jross@bobcatsse.com 343181, NC, Levy Premium Food Service, c/o Jeff Ross, Charlotte Arena, NC, jross@bobcatsse.com 343182, NC, Levy Premium Food Service, c/o Jeff Ross, Charlotte Arena, NC, jross@bobcatsse.com 343183, NC, Levy Premium Food Service, c/o Jeff Ross, Charlotte Arena, NC, iross@bobcatsse.com 301850, SC, Tom Sottile, Mount Pleasant, SC, 843-270-1558, tomsottile@comcast.net 302065, SC, Kapila Patel, Greenville, SC, 864-284-9785 302066, SC, Kapila Patel, Greenville, SC, 864-284-9785 306722, SC, Gina Shelly, Myrtle Beach, SC, 843-385-2270, m2001fb@aol.com 330220, SC, Kapila Patel, Greenville, SC, 864-284-9785 332789, SC, Tom Sottile, Mount Pleasant, SC, 843-270-1558, tomsottile@comcast.net 342726, SC, Tom Sottile, Mount Pleasant, SC, 843-270-1558, tomsottile@comcast.net 344355, SC, Tom Sottile, Mount Pleasant, SC, 843-270-1558, tomsottile@comcast.net 300793, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com 301799, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com 302507, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com 306384, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com 306866, VA, Ashwin Trivedi, Williamsburg, VA, 757-561-7927, shreehariji@msn.com 306955, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com

306982, VA, Jay Patel, Norfolk, VA, 757-289-9111, jpatel361@hotmail.com

330488, VA, Rich Ghandi, Fort Eustis, VA, BAHL123@yahoo.com

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#### DUNKIN' DONUTS - CENTRAL STATES - FORMER FRANCHISEES - FISCAL 2007

#### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

300644, OH, Ralph & Beth Magliocca, Jr., c/o DD 3545 Youngstown Rd SE, Warren, OH, 330-369-6458 344566, OH, Aramark Service Inc., 1101 Market St, Philadelphia, PA, 215-238-3000

#### DUNKIN' DONUTS - MIDWEST STATES - FORMER FRANCHISEES - FISCAL 2007

#### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

300716, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 300717, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 300937, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 301359, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 301869. IL. Nooruddin Sadruddin. Bloomingdale, IL. 630-968-2670. noordd1@aol.com 302500, IL, Ramesh Goval, Morton Grove, IL, 847-967-6784 302567, IL, Vijay Patel, Orland Park, IL, 708-460-5350 303396, IL, Hement Patel, Bloomingdale, IL, no phone 303410, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 303416, IL, Khodabhai Patel, Orland Park, IL, no phone 304897, IL, Ramesh Goval, Morton Grove, IL, 847-967-6784 306280, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 306395, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 306768, IL, Noorul-Amin Khowaja, Chicago, IL, 773-988-6639, aminkhowaja@aol.com 306395, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 308270, IL, Sunny Cherian, Chicago, IL, 773-685-2860 308479, IL, Sunny Cherian, Chicago, IL, 773-685-2860 308742, IL, Bipin Patel, Midlothian, IL, bipatel00@sbcglobal.net 310008, IL, Amin Panjwani, Chicago, IL, 773-552-5955, amin9312@aol.com 310008, IL, Shamsuddin Panjwani, Chicago, IL, 773-552-6779, sampanjwani@aol.com 310045, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 310172, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 310265, IL, Pradeep Bhalla, Westmont, IL, 630-202-2451, bhallap@comcast.net 310377, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 310449, IL, Dharmisth Patel, Naperville, IL, 630-926-4476, dpatel21@aol.com 310449, IL, Kamlesh Desai, Naperville, IL, 630-697-8241, Kkamp59@aol.com 310449, IL, Navin Desai, Naperville, IL, 630-697-8763 310449, IL, Sandip Patel, Lisle, IL, 630-336-0618 330402, IL, Nooruddin Sadruddin, 630-968-2670, noordd1@aol.com 330443, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 331322, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 331782, IL, James Pielet, 847-624-2330, jpscrap@aol.com 340890, IL, Pyar Ali Merchant, Chicago, IL, 847-922-7232, 222ali@sbcglobal.net 340900, IL, Kadar Sodagar, Chicago, IL 773-616-4838 340912, IL, Abdul Halani, Glenview, IL, 847-298-2106 342440, IL, Hement Patel, Bloomingdale, IL, no phone 342709, IL, Bruce Weissberg, Skokie, IL, 312-519-7500, bruceweissberg@aol.com 342709, IL, James W. Donaghy, Bridgewater, CT, 860-210-0877 308482, IN, Chaitanya Purohit, Morton Grove, IL, 847-583-1645, purohitc@yahoo.com 308482, IN, Dharmesh Purohit, Harwood Heights, IL, 708-867-1330, maxpurohit59@yahoo.com 308482, IN, Mayank Purohit, Norridge, IL, 708-583-9648, purohit918@comcast.net

- 340972, IN, Bruce Weissberg, Skokie, IL, 312-519-7500, bruceweissberg@aol.com
- 340972, IN, James W. Donaghy, Bridgewater, CT, 860-210-0877
- 302184, MI, Chris Haddad, Lansing, MI, 517-927-7787
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- 330398, MI, Chris Haddad, Lansing, MI, 517-927-7787

## DUNKIN' DONUTS - SOUTHWEST STATES - FORMER FRANCHISEES - FISCAL 2007

### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

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300840, TX, Han & Young Soon Park, El Paso, TX, 915- 833-8346, 301460, TX, Han & Young Soon Park, El Paso, TX, 915- 833-8346, 308829, TX, Jack Bone, Austin, TX, no phone, jackpat312@aol.com

#### DUNKIN' DONUTS - NORTHWEST STATES - FORMER FRANCHISEES - FISCAL 2007

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None

## B. DUNKIN' DONUTS/BASKIN-ROBBINS COMBO OUTLETS

DUNI	KIN' DONUT	<b>FS/BASKIN-ROB</b>	BINS COMBO OUT	TLETS					
Systemwide Outlet Summary For Years 2005 to 2007 (see Note 1)									
State	State     Year     Outlets     Outlets at     Net Change       at Start     End of       of Year     the Year*								
Franchised	2005	976	1,178	+202					
	2006	1,178	1,362	+178					
	2007	1,362	1,320	-42					
Company-Owned	2005	0	0	0					
	2006	0	0	0					
	2007	0	0	0					
Total Outlets	2005	976	1,178	+202					
	2006	1,178	1,362	+178					
	2007	1,362	1,320	-42					

## DUNKIN' DONUTS/BASKIN-ROBBINS COMBO OUTLETS

Transfers of Outlets From Franchisees to New Owners (Other than the Franchisor)

For Years 2005 to 2007 (see Note 1)

State	Year	Number of Transfers
Arizona	2005	0
	2006	0
	2007	0
Connecticut	2005	1
	2006	0
	2007	0
District of	2005	0
Columbia	2006	0
	2007	0
Delaware	2005	0
	2006	0
	2007	0
Florida	2005	6
	2006	40
	2007	58

2005         3           2006         18           2007         26           Illinois         2005         3           2006         22           2007         50           Indiana         2005         0           2006         0         2007           2007         10         2007           Kentucky         2005         0           2006         0         2007           2007         0         2007           Louisiana         2005         0           2006         0         2007           2007         0         2007           Massachusetts         2005         1           2006         4         2007           2007         2         2006           Maryland         2005         2           2007         13         2007           Maine         2005         1           2006         1         2007           2007         6         2007           New Hampshire         2005         1           2006         10         2007           2007         2	Georgia	2005	5
200726Illinois20053200622200750Indiana20050200602007200710Kentucky20050200602007200702007Louisiana20050200602007Massachusetts20051200642007200702007Maryland200522006420072007132005Maine20051200612007200702Maine20051200512007200702Meinigan20051200512007200702New Hampshire200512006102200724New Mexico20051200511200620070New York200511200631200778North Carolina20053	Georgia		
Illinois         2005         3           2006         22           2007         50           Indiana         2005         0           2006         0         2007           2007         10         2007           Kentucky         2005         0           2006         0         2007           Z006         0         2007           Louisiana         2005         0           2006         0         2007           Z006         0         2007           Massachusetts         2005         1           2006         4         2007           Z007         2         2           Maryland         2005         2           2006         4         2           2007         13         2           Maine         2005         1           2006         0         2           2007         6         2           New Hampshire         2005         1           2006         10         2           2007         0         2           New Mexico         2005         0      2			
2006         22           2007         50           Indiana         2005         0           2006         0         2007           2007         10         2007           Kentucky         2005         0           2006         0         2007           Z006         0         2007           Louisiana         2005         0           2006         0         2007           Massachusetts         2005         1           2006         4         2007           Maryland         2005         2           2006         4         2007           2006         4         2007           Maryland         2005         2           2006         4         2007           2006         0         2           2007         13         2           Maine         2005         1           2006         1         2           2007         6         2           New Hampshire         2005         1           2006         10         2           2007         24         2	Illinoic		
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2006         0           2007         10           Kentucky         2005         0           2006         0         2007           2007         0         2007           Louisiana         2005         0           2006         0         2007           Massachusetts         2005         1           2006         4         2007           Maryland         2005         2           2006         4         2007           2006         4         2007           Maryland         2005         2           2006         4         2007           2006         4         2007           2006         4         2007           2006         0         2007           2006         0         2007           2006         1         2006           2007         0         2007           2007         0         2007           2007         0         2007           2007         0         2007           2007         0         2007           2007         24         2007	Indiana		
200710Kentucky20050200602007200702006Louisiana20050200602007Massachusetts20051200642007200722006Maryland20052200642007200642007Maine20050200602007200602007Michigan2005120051200620076New Hampshire20051120061020070New Mexico20051120061020070New York200511200631200778North Carolina20053	Indiana		
Kentucky200502006020070Louisiana20050200602007Massachusetts20051200642007200722006Maryland200522006420072007132006Maine20050200602007200702007Michigan200512006120072007612006102007New Hampshire2005112006102007200702New Mexico2005112006102007200702New York20051120063120072007782005Xorth Carolina20053			
2006         0           2007         0           Louisiana         2005         0           2006         0         2007           Massachusetts         2005         1           2006         4         2007           Maryland         2005         2           2007         13         2006           Maryland         2005         0           2007         13         2006           2006         0         2007           2006         0         2007           2006         0         2007           2006         0         2007           2007         0         2007           Maine         2005         1           2006         0         2007           2007         0         2007           Michigan         2005         1           2007         6         2007           2007         0         2007           2007         0         2007           2006         10         2007           2006         10         2007           2006         1         2007 <tr< th=""><th>T7 4 1</th><th></th><th></th></tr<>	T7 4 1		
2007         0           Louisiana         2005         0           2006         0           2007         0           Massachusetts         2005         1           2006         4         2007           2007         2         2007         2           Maryland         2005         2         2006         4           2007         13         2005         0         2007         13           Maine         2005         0         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2005         1         2005         1         2005         1         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2007         24         2005         1         2006         1         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2006         1 <t< th=""><th>Kentucky</th><th></th><th></th></t<>	Kentucky		
Louisiana         2005         0           2006         0           2007         0           Massachusetts         2005         1           2006         4         2007           Maryland         2005         2           2006         4         2007           Maryland         2005         0           2006         4         2007           2006         0         2007           Maine         2005         0           2006         0         2007           Maine         2005         0           2006         0         2007           Michigan         2005         1           2006         1         2007           2007         6         2007           New Hampshire         2005         0           2006         10         2007           2006         10         2007           2006         10         2007           2006         1         2007           2007         0         2007           2006         1         2007           2005         11         2006 <th></th> <th></th> <th></th>			
2006         0           2007         0           Massachusetts         2005         1           2006         4         2007         2           Maryland         2005         2         2006         4           2007         2         2006         4         2007         13           Maine         2005         0         2007         13           Maine         2005         0         2006         0           2006         0         2007         0         0           Michigan         2005         1         2006         1           2006         1         2007         6         0           2007         0         2007         0         2007         0           New Hampshire         2005         0         2007         0           2007         0         2007         24         2007         20           New Mexico         2005         11         2006         1         2007         0           New York         2005         11         2006         31         2007         78           North Carolina         2005         3	<b>.</b>		
2007         0           Massachusetts         2005         1           2006         4           2007         2           Maryland         2005         2           2006         4         2           2006         4         2           2006         4         2           2006         0         2           2006         0         2           2007         13         3           Maine         2005         0           2006         0         2           2007         0         3           Michigan         2005         1           2006         1         2         2           2007         6         3         3           New Hampshire         2005         0         2           2006         10         2         2           2007         2         4         2           New Jersey         2005         11         2           2007         0         2         2         2           New Mexico         2         2         11         2         2         2     <	Louisiana		
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2006         0           2007         0           2005         1           2006         1           2007         6           New Hampshire         2005         0           2006         0         2007           2007         0         2006         0           2007         0         2007         0           New Jersey         2005         11         2007           2006         10         2007         24           New Mexico         2005         0         2006         1           2007         0         2007         0         2007         24           New Mexico         2005         11         2006         1         2007         0         2007         0         2007         0         2007         0         2007         0         2007         0         2005         11         2006         31         2007         78         2005         3         2005         3         3         3         3         3         3         3         3         3         3         3         3         3         3         3         3         3			
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2007         0           2007         0           New York         2005         11           2006         31           2007         78           North Carolina         2005         3	New Mexico	2005	
New York         2005         11           2006         31           2007         78           North Carolina         2005         3			1
2006         31           2007         78           North Carolina         2005         3			
2007         78           North Carolina         2005         3	New York		
North Carolina 2005 3		2006	
		2007	
2006 2	North Carolina	2005	
		2006	
2007 2		2007	2
<b>Ohio</b> 2005 0	Ohio	2005	0
2006 0		2006	0
2007 0		2007	0
Pennsylvania 2005 2	Pennsylvania	2005	2
2006 2			2
2007 6			6

Rhode Island	2005	0
	2006	1
	2007	0
South Carolina	2005	1
	2006	0
	2007	3
Tennessee	2005	0
	2006	0
	2007	0
Texas	2005	0
	2006	0
	2007	0
Virginia	2005	1
	2006	1
	2007	0
West Virginia	2005	0
	2006	0
	2007	0
Wisconsin	2005	0
	2006	0
	2007	0
Total	2005	48
	2006	137
	2007	278

	DUNKIN' DONUTS/BASKIN-ROBBINS COMBO STORES STATUS OF FRANCHISED OUTLETS FOR YEARS 2005 to 2007 (see Note 1)							
at Start Opened tions Renewals By Operations								Outlets at End of the Year*
AZ	2005	10	1	0	0	0	0	11
	2006	11	0	0	0	0	0	11
	2007	11	0	0	2	0	0	10
СТ	2005	25	5	1	0	0	0	29
	2006	29	3	0	0	0	5	27
	2007	27	0	0	0	0	15	13
DC	2005	1	2	0	0	0	0	3
	2006	3	2	0	0	0	0	5
	2007	5	1	0	0	0	0	6
DE	2005	5	2	0	0	0	0	7
	2006	7	0	0	0	0	2	5
	2007	5	0	0	0	0	1	5

FL	2005	97	45	1	0	0	0	139
I'L	2005	139	28	2	1	0	3	161
	2000	161	10	2	0	0	10	163
GA	2007	35	7	1	0	0	3	38
UA	2005	38	3	0	0	0	0	41
	2000	41	1	0	0	0	3	38
IL	2007	140	28	0	0	0	2	166
IL	2005	140	0	0	0	0	1	218
	2000	218	14	0	3	0	6	218
IN	2007	12	6	0	0	0	0	18
11.1	2003	12	0	0	0	0	0	18
	2000	18	0	0	0	0	0	
		18	0	0	0	0	0	18
KY	2005							
	2006	1	2	0	0	0	0	3
TA	2007	3	0	0	0	0	0	
LA	2005	3	0	0	0	0	0	3
	2006	3	0	0	0	0	2	1
2.5.1	2007	1	0	0	0	0	0	1
MA	2005	88	10	0	0	0	20	78
	2006	78	0	0	0	0	10	68
	2007	68	0	0	0	0	50	21
MD	2005	34	15	0	0	0	2	47
	2006	47	12	0	0	0	0	59
	2007	59	10	0	0	0	1	68
ME	2005	5	2	0	0	0	1	6
	2006	6	1	0	0	0	0	7
	2007	7	0	0	0	0	4	3
MI	2005	35	7	1	1	0	0	40
	2006	40	8	0	0	0	2	46
	2007	46	0	0	0	0	0	46
NH	2005	8	1	0	0	0	1	8
	2006	8	0	0	0	0	1	7
	2007	7	0	0	0	0	5	1
NJ	2005	131	29	0	1	0	2	157
	2006	157	21	0	0	0	10	168
	2007	168	8	0	0	0	10	169
NM	2005	3	0	2	0	0	0	1
	2006	1	2	0	0	0	0	3
	2007	3	0	0	0	0	2	1
NY	2005	227	50	3	0	0	2	272
	2006	272	58	1	0	0	4	325
	2007	325	20	0	0	0	23	327
NC	2005	16	9	0	0	0	0	25
	2006	25	10	0	2	0	0	33
	2007	33	4	0	0	0	0	39
ОН	2005	16	8	0	0	0	0	24
	2006	24	5	0	0	0	1	28
	2007	28	2	0	0	0	0	29

PA	2005	47	15	0	0	0	1	61
	2006	61	14	0	0	0	0	75
	2007	75	3	0	1	0	6	74
RI	2005	8	0	0	0	0	1	7
	2006	7	2	0	0	0	4	5
	2007	55	0	0	0	0	2	3
SC	2005	4	5	0	0	0	0	9
	2006	9	2	0	0	0	0	11
	2007	11	0	0	0	0	0	11
TN	2005	1	0	0	0	0	0	1
	2006	1	1	1	0	0	0	1
	2007		3	0	0	0	0	3
TX	2005	4	1	0	0	0	0	5
	2006	5	0	0	0	0	0	5
	2007	5	0	0	0	0	0	5
VA	2005	16	4	0	0	0	0	20
	2006	20	8	0	0	0	0	28
	2007	28	4	0	0	0	0	32
WV	2005	1	0	0	0	0	0	1
	2006	1	5	1	0	0	1	3
	2007	3	1	0	0	0	0	1
WI	2005	1	1	1	0	0	0	1
	2006	1	4	0	0	0	0	5
	2007	5	0	0	0	0	0	3
Total	2005	976	253	10	2	0	33	1,178
	2006	1,178	5	3	2	0	46	1,362
	2007	1,362	81	2	4	0	138	1,320

**Note 1**: The fiscal year 2005 numbers represent the 12 month period between August 29, 2004 and August 27, 2005. The fiscal year 2006 numbers represent the 16 month period between August 28, 2005 and December 30, 2006. The fiscal year 2007 numbers represent the 12 month period between December 31, 2006 and December 29, 2007.

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

DUNKIN' DONUTS/BASKIN-ROBBINS COMBO OUTLETS Status of Company-Owned Outlets For Years 2005 to 2007 (see Note 1)								
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	2005	0	0	0	0	0	0	
	2006 2007	0	0	0	0	0	0	

BASKIN-ROBBINS/DUNKIN' DONUTS COMBO OUTLETS PROJECTED OPENINGS AS OF DECEMBER 29, 2007							
State	Franchise Agreements Signed But Outlet Not Open	Projected New Franchised Outlets in the Next Fiscal Year*	Projected New Company-Owned Outlets in the Current Fiscal Year				
<b>District of Columbia</b>		2					
Florida	4	7					
Illinois	4						
Maryland	2	4					
Massachusetts	1						
New York	5	16					
North Carolina		4					
Pennsylvania	1						
Tennessee		2					
Virginia	1	9					
TOTAL	18	44	0				

During the last three fiscal years, we have signed confidentiality clauses 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 Appendix V for a list of current and former Dunkin' Donuts/Baskin-Robbins combo store franchisees.

The following independent franchisee organizations have asked to be included in this Disclosure Document:

Name: Address: Phone: Email: Web:	DD Independent Franchise Owners, Inc. 150 Depot Street Bellingham, MA 02019 (800) 732-2706 mark@ddifo.org www.ddifo.org
Name:	Independent Donut Franchisee Association, Inc.
Phone:	(845) 782-7872
Email:	info@theidfa.com
Web:	www.theidfa.com

## **Item 21: Financial Statements**

Following are:

- The consolidated financial statement of DB Franchising Holding Company LLC for the fiscal year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006.
- The financial statements of Dunkin' Donuts Franchising LLC for the fiscal year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006.

On May 26, 2006, as part of the Securitization Financing Transaction, DB Master Finance issued bonds in the amount of \$1.6 billion. These bonds are secured by the revenue from DB Master Finance, DB Franchising Holding Company LLC, Dunkin' Donuts Franchising LLC, as well as other related entities. DB Master Finance's net worth reflects the liabilities associated with this bond issue.

## GUARANTY OF PERFORMANCE

For value received, DB FRANCHISING HOLDING COMPANY LLC, a Delaware LLC, located at 130 Royall Street, Canton, Massachusetts 02021 absolutely and unconditionally guarantees the performance by BASKIN-ROBBINS FRANCHISING LLC, a Delaware LLC and DUNKIN' DONUTS FRANCHISING LLC, a Delaware LLC, both located at 130 Royall Street, Canton, Massachusetts 02021 of all of the obligations of BASKIN-ROBBINS FRANCHISING LLC and DUNKIN' DONUTS FRANCHISING LLC under their franchise registrations and of their Franchise Agreements. This guarantee continues until all obligations of BASKIN-ROBBINS FRANCHISING LLC and/or DUNKIN' DONUTS FRANCHISING LLC under the franchise registrations and Franchise Agreements are satisfied. DB FRANCHISING HOLDING COMPANY LLC is not discharged from liability if a claim by the franchisee against BASKIN-ROBBINS FRANCHISING LLC and/or DUNKIN' DONUTS FRANCHISING LLC is not waived. This guarantee is binding on DB FRANCHISING HOLDING COMPANY LLC and on its successors and assigns.

DB FRANCHISING HOLDING COMPANY LLC executes this guarantee at 130 Royall Street, Canton, Massachusetts 02021 on the 27th day of March 2008.

DB FRANCHISING HOLDING COMPANY LLC, a Delaware LLC

By: Kate Lavelle {original signature on file} Chief Financial Officer



Consolidated Financial Statements December 29, 2007 and December 30, 2006 (With Independent Auditors' Report Thereon)



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### **Independent Auditors' Report**

The Board of Directors and Member DB Franchising Holding Company LLC:

We have audited the accompanying consolidated balance sheets of DB Franchising Holding Company LLC and subsidiaries as of December 29, 2007 and December 30, 2006, and the related consolidated statements of operations, member's equity, and cash flows for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of DB Franchising Holding Company LLC and subsidiaries as of December 29, 2007 and December 30, 2006, and the results of their operations and their cash flows for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006, in conformity with U.S. generally accepted accounting principles.

KPMG LLP

March 14, 2008

## Consolidated Balance Sheets

# (In thousands)

Current assets:	
Cash and cash equivalents \$ 15,05: Restricted cash 2,73: Accounts and notes receivable, net of allowance for doubtful	
accounts of \$19 at December 29, 200711,894Store development agreements receivable23,242Assets of discontinued operations	
Total current assets52,924	4 27,964
Long-term receivables38,162Intangible asset, net5,057Advances to affiliate24,959Other assets11	7 5,676 9 3,357
Total assets \$121,11:	5 43,294
Liabilities and Member's Equity	
Current liabilities:\$Accrued expenses\$Income taxes payable20,09'Deferred income and other current liabilities20,09'Liabilities of discontinued operations	4 —
Total current liabilities 25,65'	7 6,617
Deferred income 74,372	2 15,608
Total long-term liabilities74,372	2 15,608
Commitments and contingencies (note 6)Member's equity: Membership equity21,064Retained earnings22	
Total member's equity 21,080	5 21,069
Total liabilities and member's equity\$ 121,113	5 43,294

# Consolidated Statements of Operations

# (In thousands)

	Year ended December 29, 2007	Period from March 15, 2006 (inception) to December 30, 2006
Revenues: Franchise fees and royalty income Other revenues	\$ 64,522 891	15,830 46
Total revenues	 65,413	15,876
Operating costs and expenses: Professional services Amortization of intangible assets Gift certificate program servicing fees Other operating costs and expenses Total operating costs	 333 619 674 135 1,761	78 361 369 <u>3</u> 811
Operating income	63,652	15,065
Interest income	 859	473
Income from continuing operations before income taxes	 64,511	15,538
Provision for income taxes	 182	
Income from continuing operations	64,329	15,538
Income from discontinued operations	 2,169	116
Net income	\$ 66,498	15,654

Consolidated Statements of Member's Equity

# Year ended December 29, 2007 and period from March 15, 2006 (inception) to December 30, 2006

(In thousands)

	_	Membership equity	Retained earnings	Total member's equity
Balance at March 15, 2006 (inception)	\$			
Contribution of cash and other assets		21,064	propagamentos.	21,064
Net income	Sec. Provide States		15,654	15,654
Dividends to parent, net	-		(15,649)	(15,649)
Balance at December 30, 2006		21,064	5	21,069
Net income			66,498	66,498
Dividends to parent, net			(66,148)	(66,148)
Contribution of Togo's assets to affiliate (note 3)	_		(333)	(333)
Balance at December 29, 2007	\$	21,064	22	21,086

## Consolidated Statements of Cash Flows

### (In thousands)

	-	Year ended December 29, 2007	Period from March 15, 2006 (inception) to December 30, 2006
Cash flows from operating activity: Interest income received on cash and cash equivalents	\$ .	760	459
Net cash provided by operating activity		760	459
Cash flows from financing activities: Cash contributions from parent Cash dividends to Master Issuer		(777)	15,000 (387)
Net cash provided by (used in) financing activities		(777)	14,613
Increase (decrease) in cash		(17)	15,072
Cash, beginning of period		15,072	
Cash, end of period	\$	15,055	15,072
Reconciliation of net income to net cash provided by operating activities under the direct method: Net income Adjustments to reconcile net income to net cash provided	\$	66,498	15,654
by operating activities: Amortization of intangible assets Change in operating assets and liabilities: Restricted cash Accounts and notes receivable, net Store development agreements receivable		619 (1,037) (5,698) (18,614)	361 (1,696) (6,408) (4,628)
Long-term receivables Other assets Accrued expenses Income taxes payable Deferred income and other liabilities		(31,948) 72 2,766 4 75,071	(6,214) (85) 2,659 — 19,435
Revenues, net collected by Master Issuer Net cash provided by operating activities	\$	(86,973) 760	(18,619) 459

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

#### (1) Description of Business

DB Franchising Holding Company LLC (Franchisor Holdco) is a limited purpose limited liability company, which was formed on March 15, 2006 in the state of Delaware and is wholly owned by DB Master Finance LLC (the Master Issuer or parent), whose ultimate parent company is Dunkin' Brands Group Holdings, Inc. (DBGHI). Franchisor Holdco commenced operations on May 26, 2006 and is an affiliate through common ownership of DB Canadian Supplier Inc., DB Canadian Holding Company Inc., DB Canadian Franchising ULC, BR Japan Holdings LLC, Baskin-Robbins Australia Pty. Ltd., DB Real Estate Assets I LLC, DB Real Estate Assets II LLC, DD IP Holder LLC, BR IP Holder LLC, Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, DB AdFund Administrator LLC, DB UK Franchising LLC, and DB Mexican Franchising LLC. Due to its limited liability status, Franchisor Holdco's sole member, the Master Issuer, shall not be obligated for any debt, obligation, or liability of Franchisor Holdco solely by reason of being a member.

DBGHI, through its widely recognized brands, develops, franchises, and licenses a system of both traditional and nontraditional quick service restaurants and owns and operates, through third-party management companies, individual locations on a temporary and infrequent basis. Dunkin' Donuts-LLC and related special purpose entities develop and franchise restaurants featuring coffee and espresso-based beverages, donuts, bagels, and related products. Baskin-Robbins LLC and related special purpose entities develop and franchise restaurants featuring coffee and espresso-based beverages, and related products. Baskin-Robbins LLC and related special purpose entities develop and franchise restaurants featuring ice cream, frozen beverages, and related products.

Throughout these financial statements, "the Company," "we," "us," and "our" refer to DB Franchising Holding Company LLC and subsidiaries taken as a whole. Subsidiaries of DB Franchising Company LLC consist of Dunkin' Donuts Franchising LLC (DD Franchisor) and Baskin-Robbins Franchising LLC (BR Franchisor). Togo's Franchising LLC (Togo's Franchisor) was a subsidiary of Franchisor Holdco until the sale of Togo's on November 30, 2007, as discussed below. Franchisor Holdco, DD Franchisor, BR Franchisor, and Togo's Franchisor, through the date of sale, are collectively referred to as the Franchisors.

On May 26, 2006, Master Issuer and five of its subsidiaries (collectively, the Co-Issuers) entered into a securitization transaction. In connection with this securitization transaction, the Co-Issuers entered into a base indenture (the base indenture) under which the Co-Issuers may jointly and severally issue multiple series of notes. On the same date, the Co-Issuers issued 5.779% Fixed Rate Series 2006-1 Senior Notes, Class A-2 (Class A-2 Notes) with an initial principal amount of \$1.5 billion and 8.285% Fixed Rate Series 2006-1 Subordinated Notes, Class M-1 (Class M-1 Notes) with an initial principal amount of \$100.0 million (collectively, the long-term debt) pursuant to the base indenture and a supplement thereto (collectively, the Indenture). Total gross proceeds received from the issuance of the Class A-2 Notes and the Class M-1 Notes were approximately \$1.5 billion and \$100.0 million, respectively. The proceeds of the long-term debt facilities were used to pay off existing acquisition debt, to retain requisite cash balances to qualify for a large franchisor exemption for state franchise law purposes, to fund interest reserve accounts related to the notes issued pursuant to the indenture, and to pay certain debt transaction costs.

On May 26, 2006, the Master Issuer contributed \$15.0 million in cash and certain master franchise agreements relating to existing Baskin-Robbins points of distribution (PODs) and planned Baskin-Robbins PODs located or to be located in the United States for 100% of the equity in Franchisor Holdco. The contributed assets were recorded at historical cost.

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

Franchisor Holdco's primary business purpose is, among other things, (1) to hold 100% of the equity interests of the limited purpose Delaware limited liability companies known as the Franchisors, (2) to qualify for a large franchisor exemption available under state franchise registration laws, (3) to guarantee the obligations of the Master Issuer, Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchised Shops LLC, DD IP Holder LLC, and BR IP Holder LLC (together, the Co-Issuers) under the Fixed Rate Series 2006-1 Senior and Subordinated Notes totaling \$1.6 billion (the Indenture), and (4) to pledge all of its assets to secure such guarantee.

On May 26, 2006, Franchisor Holdco made a capital contribution of \$3.0 million each to DD Franchisor, BR Franchisor, and Togo's Franchisor pursuant to a contribution agreement. In addition, Franchisor Holdco contributed certain master franchise agreements relating to existing Baskin-Robbins PODs and planned Baskin-Robbins PODs located or to be located in the United States to the BR Franchisor pursuant to the BR Franchisor Contribution Agreement. The primary business purposes of each of the Franchisors is, among other things, (1) to enter into and serve as franchisor under all master franchise, store development, franchise, license, or similar agreements entered into on or after May 26, 2006 relating to Dunkin' Donuts PODs to be located in any country other than Canada and Baskin-Robbins PODs to be located in any country other than Canada or the United Kingdom, (2) to qualify for a large franchisor exemption, (3) to guarantee the obligations of the Co-Issuers under the Indenture, and (4) to pledge all of its assets to secure such guarantee.

The Company, along with the Master Issuer and other affiliates, entered into a Master Servicing Agreement with Dunkin' Brands, Inc. (DBI), a subsidiary of DBGHI, 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 (see note 6(b)). All revenues generated by the franchise arrangements are recorded by the Company, and when collected, are deposited into an account held in the name of the Master Issuer and are subject to a priority of payments. No cash generated by the franchise arrangements is directly collected or held by the Company. In exchange for providing its services, DBI receives weekly servicing fees from the Master Issuer on behalf of all the Master Issuer's subsidiaries, including the Company. Neither the expenses incurred by DBI to fulfill its responsibilities under the Master Servicing Agreement, nor the weekly servicing fees paid by the Master Issuer to compensate DBI for those services provided, are allocated to Franchisor Holdco and subsidiaries, because there is no reasonable basis for such allocation. Therefore, no franchising related expenses are included in the accompanying consolidated statements of operations. As DBGHI consolidates all entities, including DBI, the Master Issuer, and the Company, condensed consolidated financial information of DBGHI is presented in note 9.

On October 20, 2006, DBGHI announced its plans to divest its wholly owned subsidiary Togo's and related Togo's entities as a result of its focus on accelerating growth through global expansion of its Dunkin' Donuts and Baskin-Robbins businesses. On November 30, 2007, DBGHI completed the sale of the Togo's brand (see note 3). As such, the operating results of Togo's Franchisor have been segregated from continuing operations and have been reported as discontinued operations in the accompanying consolidated statements of operations for all periods presented and as current assets and current liabilities of discontinued operations in the accompanying consolidated balance sheet as of December 30, 2006.

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

### (2) Summary of Significant Accounting Policies

#### (a) Fiscal Year

The Company operates on a 52 or 53-week year ending on the last Saturday in December. As the Company commenced operations on May 26, 2006, the data period contained within the period ended December 30, 2006 reflects the results of operations of approximately 31 weeks. The data period contained within the fiscal year ended December 29, 2007 reflects the results of operations of 52 weeks.

### (b) Basis of Presentation and Consolidation

The accompanying consolidated financial statements include the accounts of Franchisor Holdco, DD Franchisor, BR Franchisor, and Togo's Franchisor through the date of its sale, and have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). All significant transactions and balances between these entities have been eliminated in consolidation.

### (c) Accounting Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires the use of estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities at the date of the financial statements and for the period then ended. Significant estimates are made in the calculations and assessments of the following: (a) allowance for doubtful accounts and notes receivables, (b) impairment of intangible assets, and (c) contingencies. Estimates are based on historical experience, current conditions, and various other assumptions that are believed to be reasonable under the circumstances. These estimates form the basis for making judgments about the carrying values of assets and liabilities when they are not readily apparent from other sources. These estimates assist in the identification and assessment of the accounting treatment necessary with respect to commitments and contingencies. Actual results may differ from these estimates under different assumptions or conditions.

### (d) Cash and Cash Equivalents

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 29, 2007 and December 30, 2006, we maintained balances in various cash accounts in excess of federally insured limits. All highly liquid instruments purchased with an original maturity of three months or less are considered to be cash equivalents. The Company held cash and cash equivalents of \$15.1 million as of December 29, 2007 and December 30, 2006. Additionally, the Company held restricted cash of \$2.7 million and \$1.7 million as of December 29, 2007 and December 29, 2007, which represents cash to be used for gift certificate redemptions and related expenses under the Baskin-Robbins gift certificate program.

#### (e) Fair Value of Financial Instruments

The carrying amounts of accounts, notes, and other receivables and accrued expenses approximate fair value because of their short-term nature.

Notes to Consolidated Financial Statements December 29, 2007 and December 30, 2006

#### (f) Intangible Asset

The intangible asset consists of license rights related to territorial franchise agreements. License rights recorded in the consolidated balance sheets were valued based on the present value of the estimated future cash flows to be received over the remaining contract terms of approximately 10 years. These license rights are amortized over their respective license terms of approximately 10 years using the straight-line method.

The intangible asset is tested for recoverability whenever events or changes in circumstances indicate that the carrying amount may not be recoverable through undiscounted future cash flows, or when such license rights are reduced or terminated. Recognition and measurement of a potential impairment is performed on assets grouped with other assets and liabilities at the lowest level where identifiable cash flows are largely independent of the cash flows of other assets and liabilities. An impairment loss is the amount by which the carrying amount of the intangible asset or asset group exceeds its estimated fair value. Fair value is generally estimated by internal specialists based on anticipated future cash flows or, if required, by independent valuations performed by subject matter experts, depending on the nature of the assets or asset group. No impairment of intangible assets was recorded during the year ended December 29, 2007 or the period from March 15, 2006 (inception) to December 30, 2006.

#### (g) Contingencies

The Company records reserves for legal and other contingencies, in accordance with Statement of Financial Accounting Standards (SFAS) No. 5, *Accounting for Contingencies*, when the 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.

### (h) Franchise and License Operations and Revenue Recognition

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. Our franchise, license, and SDA agreements typically require the franchisee or licensee to pay an initial, nonrefundable fee and continuing fees based upon a percentage of sales. The franchisee will typically pay us a renewal fee if we approve a renewal of the franchise agreement. Such fees are paid by franchisees to obtain the rights associated with these franchise, license, or SDA agreements. Initial franchise fee revenue is recognized upon substantial completion of the services required of the Company as stated in the franchise agreement, which is generally upon opening of the respective restaurant. Fees collected in advance are deferred until earned. Royalty income is based on a percentage of franchisee gross sales and is recognized when earned. Occasionally, the Company offers incentive programs to franchisees in conjunction with a franchise, SDA, or renewal agreement and, when appropriate, records the costs of such programs as reductions in revenue. Deferred income on the accompanying balance sheets primarily represents amounts billed under franchise and SDA agreements for which the respective restaurant has not yet opened and revenue has not yet been recognized.

(Continued)

Notes to Consolidated Financial Statements December 29, 2007 and December 30, 2006

For our international business, we sell master territory and/or license agreements that typically allow the master licensee to either act as the franchisee or to sub-franchise to other operators. Master license and territory fees are generally recognized over the term of the development agreement or as stores are opened, depending on the specific terms of such agreements.

We monitor the financial condition of our franchisees and licensees and record provisions for estimated losses on receivables when we believe that our franchisees or licensees are unable to make their required payments. While we use the best information available in making our determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond our control.

#### (i) 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 DBGHI. Franchisor Holdco has not entered into a tax sharing agreement with DBGHI nor does its limited liability company agreement provide for tax distributions. All revenues are collected in an account held in the name of Master Issuer regardless of the Company's or its affiliates' tax position. No specific dividends are required for tax payments. As a result, the accompanying consolidated statements of operations do not include a provision for U.S. income taxes. The Company incurs foreign tax expense attributable to foreign withholding taxes, which are recorded as provision for income taxes and income taxes payable in the accompanying consolidated statements of operations and consolidated balance sheets, respectively.

#### (j) Concentration of Credit Risk

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees and licensees for initial and continuing fees. In addition, we have note receivables from certain of our franchisees and licensees. The financial condition of these franchisees and licensees is largely dependent upon the underlying business trends of our brands and market conditions within the quick service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and licensees of each brand and the short-term nature of the franchise and license fee receivables.

#### (k) Recent Accounting Pronouncements

In December 2007, the Financial Accounting Standards Board (FASB) issued SFAS No. 141 (revised 2007), *Business Combinations* (SFAS 141R). SFAS 141R establishes principles and requirements for how the acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. SFAS 141R also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS 141R is effective for the Company beginning in fiscal year 2009 and will apply to business combinations completed on or after the adoption date. The Company does not expect the adoption of SFAS 141R to have a material impact on its consolidated financial position and results of operations.

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

In December 2007, the FASB issued SFAS No. 160, *Noncontrolling Interests in Consolidated Financial Statements – An Amendment of ARB No. 51* (SFAS 160). SFAS 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. It clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the consolidated entity that should be reported as equity in the consolidated financial statements. SFAS 160 requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements of SFAS 160 shall be applied prospectively. The Company does not expect the adoption of SFAS 160 to have a material impact on its consolidated financial position and results of operations because the Company does not have any minority interests.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* (SFAS 159). SFAS 159 permits entities to choose to measure many financial assets and financial liabilities at fair value. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings. SFAS 159 is effective for fiscal years beginning after November 15, 2007. The Company does not expect the adoption of SFAS 159 to have a material impact on its consolidated financial position and results of operations.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements* (SFAS 157). SFAS 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. SFAS 157 is effective for the Company beginning with fiscal year 2008. The Company does not expect the adoption of SFAS 157 to have a material impact on its consolidated financial position and results of operations.

#### (1) Reclassifications

During the year ended December 29, 2007, the Company changed the method of classifying net cash collected by Master Issuer and DBI in excess of retained earnings (see note 8). Therefore, reclassifications have been made within the December 30, 2006 consolidated balance sheet to conform to the current year presentation. These reclassifications resulted in an increase in total assets and an increase in membership equity of \$3.4 million.

Certain other reclassifications were made to the prior period financial statements to conform to the current year presentation.

#### (3) Discontinued Operations

On October 20, 2006, DBGHI announced its plans to divest its wholly owned subsidiary Togo's and related Togo's entities as a result of its focus on accelerating growth through global expansion of its Dunkin' Donuts and Baskin-Robbins businesses. At that time, management determined that this divestiture met the criteria for discontinued operations accounting in accordance with the provisions of SFAS No. 144, *Accounting for the Impairment or Disposal of Long-Lived Assets*. As such, the operating results of Togo's Franchisor have been segregated from continuing operations and have been reported as discontinued operations in the accompanying consolidated statements of operations. The assets and liabilities of Togo's Franchisor are included within current assets and liabilities of discontinued operations in the accompanying consolidated statements of operations was completed on November 30, 2007, no assets or liabilities of Togo's Franchisor are included in the consolidated balance sheet as of December 29, 2007. The net assets of Togo's Franchisor as of November 30, 2007 were transferred to

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

Togo's Eateries, Inc., a subsidiary of Master Issuer, just prior to the sale of Togo's, and has been reflected as an equity contribution to affiliate in the accompanying consolidated statements of member's equity.

Income from discontinued operations, through the date the net assets were transferred, consists of the following for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006 (in thousands):

	2007		2006
Total revenues Total operating costs	\$	2,201 32	142
Income from discontinued operations	\$	2,169	116

The major classes of assets and liabilities included as part of the discontinued operations disposal group in the consolidated balance sheet at December 30, 2006 are as follows (in thousands):

	 2006
Current assets:	
Accounts receivable, net	\$ 49
Other assets	 22
Total assets of discontinued operations	 51
Current liabilities:	
Accrued expenses	22
Deferred income and other current liabilities	 47
Total liabilities of discontinued operations	 69
Net liabilities of discontinued operations	\$ (18)

### (4) Intangible Asset

Our intangible asset consists of license rights that are more fully described in note 2(f) above. The gross carrying amount and accumulated amortization of the intangible asset as of December 29, 2007 was \$6.2 million and \$1.1 million, respectively. The gross carrying amount and accumulated amortization of the intangible asset as of December 30, 2006 was \$6.2 million and \$516 thousand, respectively. Accumulated amortization totaled \$155 thousand on the date the intangible asset was contributed to the Company.

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

The following table shows the total estimated amortization expense for the following five fiscal years (in thousands):

Fiscal year:	
2008	\$ 619
2009	619
2010	619
2011	619
2012	619

#### (5) Accrued Expenses

Accrued expenses consist of the following at December 29, 2007 and December 30, 2006 (in thousands):

	 2007	2006
Gift certificate liability Other	\$ 4,819 737	2,382 386
Total accrued expenses	\$ 5,556	2,768

#### (6) Commitments and Contingencies

#### (a) Guarantees

The Company and certain other subsidiaries of the Master Issuer (collectively, the Guarantors) entered into a Guarantee and Collateral Agreement with Citibank, N.A. (the Trustee) on May 26, 2006 for the benefit of Ambac Assurance Corporation (the Insurer), the holders of the Indenture, and the Trustee, whereby the Guarantors jointly and severally guarantee and secure the obligations of the Co-Issuers under the Indenture and related documents. The Guarantee and Collateral Agreement is also secured, in part, by mortgages on the owned properties held by our affiliates. Under the terms of the Guarantee and Collateral Agreement, in the event of default under the Indenture by the Co-Issuers, the Company would be jointly and severally liable for the \$1.6 billion outstanding under the Indenture. The legal final maturity date of the Indenture is June 20, 2031.

#### (b) Servicing Agreements

On May 26, 2006, the Company, along with other affiliates, entered into a Master Servicing Agreement with DBI, as the Company has no employees. Under the Master Servicing Agreement, DBI is responsible for servicing all franchise arrangements and third-party license agreements, including, among other things, performing the obligations and enforcing the rights of the Franchisors under new franchise agreements, collecting dividends and other distributions declared by the Franchisors on behalf of the Company, servicing the Baskin-Robbins gift certificate program (Gifts of Joy), as well as other servicing provided to affiliates that are subsidiaries of the Master Issuer. As compensation for the performance of its obligations under the Master Servicing Agreement, DBI is entitled to receive a weekly master servicing fee and a supplemental master servicing fee, if such supplemental amounts are available under the Indenture on a weekly basis and are authorized by the

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

appropriate party. The weekly master servicing fee is payable by the Master Issuer and is not allocated to the Company, the Franchisors, or any other domestic subsidiary of the Master Issuer. Additionally, DBI is entitled to receive a Gifts of Joy servicing fee, which is payable by BR Franchisor and recorded as gift certificate program servicing fees in the accompanying consolidated statements of operations. As of December 29, 2007 and December 30, 2006, the Company had accrued gift certificate program servicing fees payable to DBI of \$10 thousand and \$15 thousand, respectively, which is included in accrued expenses in the accompanying consolidated balance sheets.

#### (c) Legal Matters

From time to time, the Company is engaged in routine litigation arising in the ordinary course of its business. Such matters include disputes in connection with the termination of franchise agreements often involving claims or threats of claims of antitrust and other violations against the Company. In the opinion of management, the outcome of these matters is not likely to have a material effect on the financial position of the Company.

### (7) Advertising Funds

On behalf of the Dunkin' Donuts Advertising and Sales Promotion Fund and the Baskin-Robbins System and Product Advertising Fund, affiliated entities of the Company collect a percentage, which ranges from 0.5% to 6.0%, of gross retail sales from Dunkin' Donuts and Baskin-Robbins franchisees, to be used for various forms of advertising for each brand. As the Company does not control the advertising funds, the financial results of the advertising funds are not consolidated with the results of the Company.

#### (8) Transactions with Affiliates

All cash collections related to the Company's franchise operations are deposited into an account held in the name of the Master Issuer and are subject to a priority of payments. No cash generated by the franchise arrangements is directly collected or held by the Company. Additionally, substantially all operating expenses of the Company are paid by the Master Issuer or DBI. The net cash collected by the Master Issuer and DBI on behalf of the Company, up to the amount of retained earnings for the Company, is recorded as dividends to parent, net in the consolidated statements of member's equity. Any excess net cash collected by the Master Issuer and DBI is deemed an advance of future earnings, and is recorded as an advance to affiliates in the accompanying balance sheets.

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

A summary of dividends to parent, net and the change in advances to affiliates for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006 is as follows:

	 2007	2006
Net revenues collected by Master Issuer Net expenses paid by Master Issuer and DBI Distributions of interest income to Master Issuer Net gift certificate expenses incurred by affiliates	\$ 86,398 (246) 872 726	18,290 (16) 400 332
Net amount available for dividends	87,750	19,006
Dividends to parent, net	 66,148	15,649
Advances of future earnings	21,602	3,357
Advances to affiliates, beginning balance	 3,357	
Advances to affiliates, ending balance	\$ 24,959	3,357

### (9) Financial Information of DBGHI

Condensed consolidated financial information of DBGHI as of and for the fiscal year ended December 29, 2007 and the ten months ended December 30, 2006 is presented below. DBGHI was acquired on March 1, 2006, and therefore the ten months ended December 30, 2006 represents the results of operations of DBGHI from the acquisition date through the end of the 2006 fiscal year. Amounts presented below include all activities of DBGHI and subsidiaries, including franchising revenue, rental and sublease income, licensing fees, sales of ice cream and ice cream products, and refranchising gains, as well as all operating costs and expenses of DBGHI and subsidiaries.

	Year ended December 29, 2007	Ten months ended December 30, 2006
Consolidated statement of operations data:		
Total revenues	\$ 516,685	412,105
Total operating costs, net	354,875	316,003
Operating income	161,810	96,102
Interest expense, net <sup>(a)</sup>	(111,677)	(131,827)
Other income, net	15,901	11,381
Income (loss) from continuing operations before income taxes	66,034	(24,344)
Income (loss) from continuing operations	39,229	(13,906)
Net income (loss)	34,597	(12,952)

Notes to Consolidated Financial Statements

December 29, 2007 and December 30, 2006

(a) Interest expense, net for the ten months ended December 30, 2006 includes cash interest paid and accelerated amortization of deferred financing costs totaling \$61.5 million for the three-month period from March 1, 2006 to May 26, 2006, at which time DBGHI's initial acquisition debt was refinanced through a securitization transaction, as discussed in note 1.

	-	Year ended December 29, 2007	Ten months ended December 30, 2006
Consolidated cash flow data: Net cash provided by (used in) operating activities Net cash used in investing activities	\$	117,286 (20,860) (71,057)	(24,180) (2,471,877)
Net cash provided by (used in) financing activities Net increase in cash		(71,957) 24,804	2,519,104 23,060
	-	December 29, 2007	December 30, 2006
Consolidated balance sheet data:			
Total cash and cash equivalents	\$	52,078	27,274
Current assets		294,464	258,360
Goodwill and other intangibles		2,867,967	2,906,343
Total assets		3,674,720	3,643,194
Current liabilities		239,039	190,083
Long-term debt		1,599,979	1,599,976
Total liabilities		2,432,593	2,589,956
Total stockholders' equity		1,003,088	1,053,238



**Financial Statements** 

December 29, 2007 and December 30, 2006 (With Independent Auditors' Report Thereon)



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#### **Independent Auditors' Report**

The Board of Directors and Member Dunkin' Donuts Franchising LLC:

We have audited the accompanying balance sheets of Dunkin' Donuts Franchising LLC as of December 29, 2007 and December 30, 2006, and the related statements of operations, member's equity, and cash flows for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Dunkin' Donuts Franchising LLC as of December 29, 2007 and December 30, 2006, and the results of its operations and its cash flows for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006, in conformity with U.S. generally accepted accounting principles.

KPMG LLP

March 14, 2008

# Balance Sheets

# (In thousands)

Assets	December 29, 2007	December 30, 2006
Current assets: Cash and cash equivalents Accounts and notes receivable, net of allowance for doubtful	\$ 3,011	3,015
accounts of \$14 as of December 29, 2007 Store development agreements receivable	10,782 22,136	6,045 4,513
Total current assets	35,929	13,573
Long-term receivables Advances to affiliates Other assets	37,168 21,309 5	5,827 1,666 51
Total assets	\$ 94,411	21,117
Liabilities and Member's Equity		
Current liabilities: Accrued expenses Income taxes payable Deferred income and other current liabilities	\$ 144 4 18,661	22  3,365
Total current liabilities	18,809	3,387
Deferred income	72,602	14,730
Total long-term liabilities	72,602	14,730
Commitments and contingencies (note 3)		
Member's equity: Membership equity Retained earnings	3,000	3,000
Total member's equity	3,000	3,000
Total liabilities and member's equity	\$ 94,411	21,117

# Statements of Operations

# (In thousands)

	-	Year ended December 29, 2007	Period from March 15, 2006 (inception) to December 30, 2006
Revenues:	¢	55 A1 A	10 511
Franchise fees and royalty income Other revenues	\$	55,414 669	13,711 29
Total revenues	_	56,083	13,740
Operating costs and expenses: Professional services Other operating costs and expenses	_	300 106	26 3
Total operating costs	_	406	29
Operating income		55,677	13,711
Interest income	_	155	93
Income before income taxes		55,832	13,804
Provision for income taxes	_	158	
Net income	\$ _	55,674	13,804

# Statements of Member's Equity

# Year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006

### (In thousands)

	_	Membership equity	Retained earnings	Total member's equity
Balance at March 15, 2006 (inception)	\$			
Contribution of capital		3,000		3,000
Net income			13,804	13,804
Dividends to affiliates, net	_		(13,804)	(13,804)
Balance at December 30, 2006		3,000		3,000
Net income			55,674	55,674
Dividends to affiliates, net	_		(55,674)	(55,674)
Balance at December 29, 2007	\$_	3,000		3,000

## Statements of Cash Flows

# (In thousands)

Cash flows from operating activity: Interest income received on cash and cash equivalents\$15292Net cash provided by operating activity15292Cash flows from financing activities: Cash contributions from parent-3,000Cash dividends to Master Issuer(156)(77)Net cash provided by (used in) financing activities(156)2,923Increase (decrease) in cash(4)3,015Cash, beginning of period3,015Cash, end of period\$3,0113,015Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)(5,827)Other assets46(51)(51)Accrued expenses1222222Income taxes payable4Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)(15,393)Net cash provided by operating activities5292		-	Year ended December 29, 2007	Period from March 15, 2006 (inception) to December 30, 2006
Cash flows from financing activities: Cash contributions from parent Cash dividends to Master Issuer-3,000 (156)Net cash provided by (used in) financing activities Increase (decrease) in cash(156)2,923 (156)Cash, beginning of period3,015-Cash, end of period3,015-Cash, end of period\$ 3,0113,015Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737) (6,045) (4,513) (5,827) Other assets(31,341) (5,827) (5,511) (5,511) (5,527) (5,512)Other assets Deferred income and other liabilities122 (22 		\$	152	92
Cash contributions from parent—3,000Cash dividends to Master Issuer(156)(77)Net cash provided by (used in) financing activities(156)2,923Increase (decrease) in cash(4)3,015Cash, beginning of period3,015—Cash, end of period3,015—Cash, end of period\$ 3,0113,015Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)Long-term receivables(31,341)(5,827)Other assets46(51)Accrued expenses12222Income taxes payable4—Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	Net cash provided by operating activity	-	152	92
Increase (decrease) in cash(4)3,015Cash, beginning of period3,015—Cash, end of period\$ 3,0113,015Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable Other assets(31,341)(5,827)(4,513)Other assets46(51)Accrued expenses12222Income taxes payable4—Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	Cash contributions from parent	_	(156)	
Cash, beginning of period3,015Cash, end of period\$ 3,011Cash, end of period\$ 3,011Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,674Net income\$ 55,674Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)Change in operating assets and liabilities: Accounts and notes receivable Deferred income taxes payable(17,623)Accrued expenses(122)Income taxes payable4Deferred income and other liabilities73,168Revenues, net collected by Master Issuer(75,161)(15,393)	Net cash provided by (used in) financing activities	_	(156)	2,923
Cash, end of period\$ 3,0113,015Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net\$ 55,67413,804Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)Long-term receivables(31,341)(5,827)Other assets46(51)Accrued expenses12222Income taxes payable4Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	Increase (decrease) in cash		(4)	3,015
Reconciliation of net income to net cash provided by operating activities under the direct method: Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)Long-term receivables(31,341)(5,827)Other assets46(51)Accrued expenses12222Income taxes payable4Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	Cash, beginning of period		3,015	
activities under the direct method:\$ 55,67413,804Net income\$ 55,67413,804Adjustments to reconcile net income to net cash provided by operating activities: Change in operating assets and liabilities: Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)Long-term receivables(31,341)(5,827)Other assets46(51)Accrued expenses12222Income taxes payable4—Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	Cash, end of period	\$	3,011	3,015
Accounts and notes receivable, net(4,737)(6,045)Store development agreements receivable(17,623)(4,513)Long-term receivables(31,341)(5,827)Other assets46(51)Accrued expenses12222Income taxes payable4Deferred income and other liabilities73,16818,095Revenues, net collected by Master Issuer(75,161)(15,393)	activities under the direct method: Net income Adjustments to reconcile net income to net cash provided	\$	55,674	13,804
Net cash provided by operating activities\$15292	Change in operating assets and liabilities: Accounts and notes receivable, net Store development agreements receivable Long-term receivables Other assets Accrued expenses Income taxes payable Deferred income and other liabilities	_	(17,623) (31,341) 46 122 4 73,168	(4,513) (5,827) (51) 22 
	Net cash provided by operating activities	\$_	152	92

Notes to Financial Statements

December 29, 2007 and December 30, 2006

#### (1) **Description of Business**

Dunkin' Donuts Franchising LLC (the Company or DD Franchisor) is a limited purpose limited liability company, which was formed on March 15, 2006 in the state of Delaware and is wholly owned by DB Franchising Holding Company LLC (Franchisor Holdco), which is wholly owned by DB Master Finance LLC (Master Issuer) and whose ultimate parent company is Dunkin' Brands Group Holdings, Inc. (DBGHI). The Company commenced operations on May 26, 2006 and is an affiliate through common ownership of Baskin-Robbins Franchising LLC (BR Franchisor), DB Canadian Supplier Inc., DB Canadian Holding Company Inc., DB Canadian Franchising ULC, BR Japan Holdings LLC, Baskin-Robbins Australia Pty. Ltd., DB Real Estate Assets I LLC, DB Real Estate Assets II LLC, DD IP Holder LLC, BR IP Holder LLC, Dunkin' Donuts Franchised Restaurants LLC, Baskin-Robbins Franchising LLC, DB UK Franchising LLC, and DB Mexican Franchising LLC. 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.

DBGHI, through its widely recognized brands, develops, franchises, and licenses a system of both traditional and nontraditional quick service restaurants and owns and operates, through third-party management companies, individual locations on a temporary and infrequent basis. Dunkin' Donuts LLC and related special purpose entities develop and franchise restaurants featuring coffee and espresso-based beverages, donuts, bagels, and related products.

Throughout these financial statements, "we," "us," and "our" refer to Dunkin' Donuts Franchising LLC.

On May 26, 2006, Master Issuer and five of its subsidiaries (collectively, the Co-Issuers) entered into a securitization transaction. In connection with this securitization transaction, the Co-Issuers entered into a base indenture (the base indenture) under which the Co-Issuers may jointly and severally issue multiple series of notes. On the same date, the Co-Issuers issued 5.779% Fixed Rate Series 2006 1 Senior Notes, Class A-2 (Class A-2 Notes) with an initial principal amount of \$1.5 billion and 8.285% Fixed Rate Series 2006-1 Subordinated Notes, Class M-1 (Class M-1 Notes) with an initial principal amount of \$100.0 million (collectively, the long-term debt) pursuant to the base indenture and a supplement thereto (collectively, the Indenture). Total gross proceeds received from the issuance of the Class A-2 Notes and the Class M-1 Notes were approximately \$1.5 billion and \$100.0 million, respectively. The proceeds of the long-term debt facilities were used to pay off existing acquisition debt, to retain requisite cash balances to qualify for a large franchisor exemption for state franchise law purposes, to fund interest reserve accounts related to the notes issued pursuant to the Indenture, and to pay certain debt transaction costs.

On May 26, 2006, Franchisor Holdco contributed \$3.0 million in cash, pursuant to a contribution agreement, for 100% of the equity in the Company.

The Company's primary business purpose is, among other things, (1) to enter into and serve as franchisor under all master franchise, store development, franchise, license, or similar agreements entered into on or after May 26, 2006 relating to Dunkin' Donuts points of distribution (PODs) to be located in any country other than Canada, (2) to qualify for a large franchisor exemption through consolidation into Franchisor Holdco, (3) to guarantee the obligations of the Co-Issuers under the Indenture, and (4) to pledge all of its assets to secure such guarantee.

Notes to Financial Statements

December 29, 2007 and December 30, 2006

The Company, along with Franchisor Holdco, the Master Issuer, and other affiliates, entered into a Master Servicing Agreement with Dunkin' Brands, Inc. (DBI), a subsidiary of DBGHI, 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 (see note 3(b)). All revenues generated by the franchise arrangements are recorded by the Company, and when collected, are deposited into an account held in the name of the Master Issuer and are subject to a priority of payments. No cash generated by the franchise arrangements is directly collected or held by the Company. In exchange for providing its services, DBI receives weekly servicing fees from the Master Issuer on behalf of all the Master Issuer's subsidiaries, including the Company. Neither the expenses incurred by DBI to fulfill its responsibilities under the Master Servicing Agreement, nor the weekly servicing fees paid by the Master Issuer to compensate DBI for those services provided, are allocated to DD Franchisor, because there is no reasonable basis for such allocation. Therefore, no franchising related expenses are included in the accompanying statements of operations. As DBGHI consolidates all entities, including DBI, the Master Issuer, Franchisor Holdco, and the Company, condensed consolidated financial information of DBGHI is presented in note 6.

#### (2) Summary of Significant Accounting Policies

#### (a) Fiscal Year

The Company operates on a 52 or 53-week year ending on the last Saturday in December. As the Company commenced operations on May 26, 2006, the data period contained within the period ended December 30, 2006 reflects the results of operations of approximately 31 weeks. The data period contained within the fiscal year ended December 29, 2007 reflects the results of operations of 52 weeks.

#### (b) Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

#### (c) Accounting Estimates

The preparation of financial statements in conformity with U.S. GAAP requires the use of estimates, judgments, and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and related disclosures of contingent assets and liabilities at the date of the financial statements and for the period then ended. Significant estimates are made in the calculations and assessments of the following: (a) allowance for doubtful accounts and notes receivables and (b) contingencies. Estimates are based on historical experience, current conditions, and various other assumptions that are believed to be reasonable under the circumstances. These estimates form the basis for making judgments about the carrying values of assets and liabilities when they are not readily apparent from other sources. These estimates assist in the identification and assessment of the accounting treatment necessary with respect to commitments and contingencies. Actual results may differ from these estimates under different assumptions or conditions.

Notes to Financial Statements

December 29, 2007 and December 30, 2006

#### (d) Cash and Cash Equivalents

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 29, 2007 and December 30, 2006, we maintained balances in various cash accounts in excess of federally insured limits. All highly liquid instruments purchased with an original maturity of three months or less are considered to be cash equivalents. The Company held cash and cash equivalents of \$3.0 million as of December 29, 2007 and December 30, 2006.

### (e) Fair Value of Financial Instruments

The carrying amounts of accounts, notes, and other receivables and accrued expenses approximate fair value because of their-short term nature.

### (f) Contingencies

The Company records reserves for legal and other contingencies, in accordance with Statement of Financial Accounting Standards (SFAS) No. 5, *Accounting for Contingencies*, when the 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.

### (g) Franchise and License Operations and Revenue Recognition

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. Our franchise, license, and SDA agreements typically require the franchisee or licensee to pay an initial, nonrefundable fee and continuing fees based upon a percentage of sales. The franchisee will typically pay us a renewal fee if we approve a renewal of the franchise agreement. Such fees are paid by franchisees to obtain the rights associated with these franchise, license, or SDA agreements. Initial franchise fee revenue is recognized upon substantial completion of the services required of the Company as stated in the franchise agreement, which is generally upon opening of the respective restaurant. Fees collected in advance are deferred until earned. Royalty income is based on a percentage of franchisee gross sales and is recognized when earned. Occasionally, the Company offers incentive programs to franchisees in conjunction with a franchise, SDA, or renewal agreement and, when appropriate, records the costs of such programs as reductions in revenue. Deferred income on the accompanying balance sheet primarily represents amounts billed under franchise and SDA agreements for which the respective restaurant has not yet opened and revenue has not yet been recognized.

For our international business, we sell master territory and/or license agreements that typically allow the master licensee to either act as the franchisee or to sub-franchise to other operators. Master license and territory fees are generally recognized over the term of the development agreement or as stores are opened, depending on the specific terms of such agreements.

Notes to Financial Statements

December 29, 2007 and December 30, 2006

We monitor the financial condition of our franchisees and licensees and record provisions for estimated losses on receivables when we believe that our franchisees or licensees are unable to make their required payments. While we use the best information available in making our determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond our control.

#### (h) 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 DBGHI. DD Franchisor has not entered into a tax sharing agreement with DBGHI nor does its limited liability company agreement provide for tax distributions. All revenues are collected in an account held in the name of Master Issuer regardless of the Company's or its affiliates' tax position. No specific dividends are required for tax payments. As a result, the accompanying statements of operations do not include a provision for U.S. income taxes. The Company incurs foreign tax expense attributable to foreign withholding taxes, which are recorded as provision for income taxes and income taxes payable in the accompanying statements of operations and balance sheets, respectively.

#### (i) Concentration of Credit Risk

The Company is subject to credit risk through its accounts receivable consisting primarily of amounts due from franchisees and licensees for initial and continuing fees. In addition, we have note receivables from certain of our franchisees and licensees. The financial condition of these franchisees and licensees is largely dependent upon the underlying business trends of the Dunkin' Donuts brand and market conditions within the quick service restaurant industry. This concentration of credit risk is mitigated, in part, by the number of franchisees and licensees and licensees and licensees and licensees and licensees.

#### (j) Recent Accounting Pronouncements

In December 2007, the Financial Accounting Standards Board (FASB) issued SFAS No. 141 (revised 2007), *Business Combinations* (SFAS 141R). SFAS 141R establishes principles and requirements for how the acquirer of a business recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, and any noncontrolling interest in the acquiree. SFAS 141R also provides guidance for recognizing and measuring the goodwill acquired in the business combination and determines what information to disclose to enable users of the financial statements to evaluate the nature and financial effects of the business combination. SFAS 141R is effective for the Company beginning in fiscal year 2009 and will apply to business combinations completed on or after the adoption date. The Company does not expect the adoption of SFAS 141R to have a material impact on its financial position and results of operations.

In December 2007, the FASB issued SFAS No. 160, Noncontrolling Interests in Consolidated Financial Statements – An Amendment of ARB No. 51 (SFAS 160). SFAS 160 establishes accounting and reporting standards for the noncontrolling interest in a subsidiary and for the deconsolidation of a subsidiary. It clarifies that a noncontrolling interest in a subsidiary is an ownership interest in the

Notes to Financial Statements

December 29, 2007 and December 30, 2006

consolidated entity that should be reported as equity in the consolidated financial statements. SFAS 160 requires retroactive adoption of the presentation and disclosure requirements for existing minority interests. All other requirements of SFAS 160 shall be applied prospectively. The Company does not expect the adoption of SFAS 160 to have a material impact on its financial position and results of operations because the Company does not have any minority interests.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities* (SFAS 159). SFAS 159 permits entities to choose to measure many financial assets and financial liabilities at fair value. Unrealized gains and losses on items for which the fair value option has been elected are reported in earnings. SFAS 159 is effective for fiscal years beginning after November 15, 2007. The Company does not expect the adoption of SFAS 159 to have a material impact on its financial position and results of operations.

In September 2006, the FASB issued SFAS No. 157, *Fair Value Measurements* (SFAS 157). SFAS 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. SFAS 157 is effective for the Company beginning with fiscal year 2008. The Company does not expect the adoption of SFAS 157 to have a material impact on its financial position and results of operations.

#### (k) Reclassifications

During the year ended December 29, 2007, the Company changed the method of classifying net cash collected by Master Issuer and DBI in excess of retained earnings (see note 5). Therefore, reclassifications have been made within the December 30, 2006 balance sheet to conform to the current year presentation. These reclassifications resulted in an increase in total assets and an increase in membership equity of \$1.7 million.

### (3) Commitments and Contingencies

#### (a) Guarantees

The Company and certain other subsidiaries of the Master Issuer (collectively, the Guarantors) entered into a Guarantee and Collateral Agreement with Citibank, N.A. (the Trustee) on May 26, 2006 for the benefit of Ambac Assurance Corporation (the Insurer), the holders of the Indenture, and the Trustee, whereby the Guarantors jointly and severally guarantee and secure the obligations of the Co-Issuers under the Indenture and related documents. The Guarantee and Collateral Agreement is also secured, in part, by mortgages on the owned properties held by our affiliates. Under the terms of the Guarantee and Collateral Agreement, in the event of default under the Indenture by the Co-Issuers, the Company would be jointly and severally liable for the \$1.6 billion outstanding under the Indenture. The legal final maturity date of the Indenture is June 20, 2031.

#### (b) Servicing Agreements

On May 26, 2006, the Company, along with other affiliates, entered into a Master Servicing Agreement with DBI, as the Company has no employees. Under the Master Servicing Agreement, DBI is responsible for servicing 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 dividends and other distributions declared by the

Notes to Financial Statements

December 29, 2007 and December 30, 2006

Company, as well as other servicing provided to affiliates that are subsidiaries of the Master Issuer. As compensation for the performance of its obligations under the Master Servicing Agreement, DBI is entitled to receive a weekly master servicing fee and a supplemental master servicing fee, if such supplemental amounts are available under the Indenture on a weekly basis and are authorized by the appropriate party. The weekly master servicing fee is payable by the Master Issuer and is not allocated to the Company or any other domestic subsidiary of the Master Issuer.

#### (c) Legal Matters

From time to time, the Company is engaged in routine litigation arising in the ordinary course of its business. Such matters include disputes in connection with the termination of franchise agreements often involving claims or threats of claims of antitrust and other violations against the Company. In the opinion of management, the outcome of these matters is not likely to have a material effect on the financial position of the Company.

#### (4) Advertising Fund

On behalf of the Dunkin' Donuts Advertising and Sales Promotion Fund, affiliated entities of the Company collect a percentage, which ranges from 0.5% to 6.0%, of gross retail sales from Dunkin' Donuts franchisees, to be used for various forms of advertising. As the Company does not control the advertising fund, the financial results of the advertising fund are not consolidated with the results of the Company.

#### (5) Transactions with Affiliates

All cash collections related to the Company's franchise operations are deposited into an account held in the name of the Master Issuer and are subject to a priority of payments. No cash generated by the franchise arrangements is directly collected or held by the Company. Additionally, substantially all operating expenses of the Company are paid by the Master Issuer or DBI. The net cash collected by the Master Issuer and DBI on behalf of the Company, up to the amount of retained earnings for the Company, is recorded as dividends to affiliates, net in the statements of member's equity. Any excess net cash collected by the Master Issuer and DBI is deemed an advance of future earnings, and is recorded as an advance to affiliates in the accompanying balance sheets.

Notes to Financial Statements

December 29, 2007 and December 30, 2006

A summary of dividends to affiliates, net and the change in advances to affiliates for the year ended December 29, 2007 and the period from March 15, 2006 (inception) to December 30, 2006 is as follows:

	 2007	2006
Net revenues collected by Master Issuer Net expenses paid by Master Issuer and DBI Distributions of interest income to Master Issuer	\$ 75,339 (178) 156	15,397 (4) 77
Net amount available for dividends	75,317	15,470
Dividends to affiliates, net	 55,674	13,804
Advances of future earnings	19,643	1,666
Advances to affiliates, beginning balance	 1,666	
Advances to affiliates, ending balance	\$ 21,309	1,666

#### (6) Financial Information of DBGHI

Condensed consolidated financial information of DBGHI as of and for the fiscal year ended December 29, 2007 and the ten months ended December 30, 2006 is presented below. DBGHI was acquired on March 1, 2006, and therefore the ten months ended December 30, 2006 represents the results of operations of DBGHI from the acquisition date through the end of the 2006 fiscal year. Amounts presented below include all activities of DBGHI and subsidiaries, including franchising revenue, rental and sublease income, licensing fees, sales of ice cream and ice cream products, and refranchising gains, as well as all operating costs and expenses of DBGHI and subsidiaries.

	-	Year ended December 29, 2007	Ten months ended December 30, 2006
Consolidated statement of operations data:			
Total revenues	\$	516,685	412,105
Total operating costs, net		354,875	316,003
Operating income		161,810	96,102
Interest expense, net <sup>(a)</sup>		(111,677)	(131,827)
Other income, net		15,901	11,381
Income (loss) from continuing operations before			
income taxes		66,034	(24,344)
Income (loss) from continuing operations		39,229	(13,906)
Net income (loss)		34,597	(12,952)

(a) Interest expense, net for the ten months ended December 30, 2006 includes cash interest paid and accelerated amortization of deferred financing costs totaling \$61.5 million for the three-month period from March 1, 2006 to May 26, 2006, at which time DBGHI's initial acquisition debt was refinanced through a securitization transaction, as discussed in note 1.

Notes to Financial Statements

December 29, 2007 and December 30, 2006

	Year ended December 29, 2007	Ten months ended December 30, 2006
Consolidated cash flow data: Net cash provided by (used in) operating activities Net cash used in investing activities Net cash provided by (used in) financing activities Net increase in cash	\$ 117,286 (20,860) (71,957) 24,804	(24,180) (2,471,877) 2,519,104 23,060
	December 29, 2007	December 30, 2006
Consolidated balance sheet data: Total cash and cash equivalents Current assets Goodwill and other intangibles Total assets Current liabilities Long-term debt Total liabilities Total stockholders' equity	\$ 52,078 294,464 2,867,967 3,674,720 239,039 1,599,979 2,432,593 1,003,088	27,274 258,360 2,906,343 3,643,194 190,083 1,599,976 2,589,956 1,053,238

## Item 22: Contracts

The following contracts and agreements are included as exhibits:

- A. Store Development Agreement
- B-1. Franchise Agreement (DD Only)
- B-2. Combo Franchise Agreement (DD/BR Combo)
  - Addendum to Store Development Agreement and Franchise Agreement
- C. Sample Loan Documents
  - C-1. CIT Security Agreement
  - C-2. CIT Guaranty
  - C-3. Comerica SBA Security Agreement
  - C-4. NCB Guaranty
  - C-5. NCB Security Agreement
  - C-6. Sovereign Single Guarantor
  - C-7. Sovereign Security Agreement
- D. Lease
- E. Option to Assume (Franchisee's) Lease
- F-1. Rider to Contract for Sale
- F-2. Agreement to Transfer by the Sale of Assets
- G. Option Agreement
- H. Participant Agreement
- I. Contract for Sale
- J. Termination of Franchise Agreement [, Sublease] and General Release
- K. General Release
- L. Temporary Operating Agreement
- M. Intranet Terms of Use
- N. Product Supplier Consent Agreement

STORE DEVELOPMENT AREA SUMMARY:

#### STORE DEVELOPMENT AGREEMENT

This Agreement, dated \_\_\_\_\_\_, 200\_, is made by and between:

DUN	KIN	DONUT	S FI	RANO	CHISING	G LLC,	("we," "c	our" and "us") a	Delaware	e limite	d liability co	mpany wi	th a princi	ipal
place	of	business	at	130	Royall	Street,	Canton,	Massachusetts	02021,	and			[individua	als]
											,	resid	ing	at
												("you,	"your"	or
"Deve	lope	r").												

#### RECITAL

We and you acknowledge receiving good and valuable consideration for this Agreement and agree as follows:

#### AGREEMENT

1. **Grant of Development Rights.** We grant and you accept the exclusive right and obligation to develop and open Dunkin' Donuts stores ("Store" or "Stores") within the Store Development Area described in <u>Exhibit A</u>. The required number of Stores and the development schedule ("Development Schedule") are set forth in <u>Exhibit B</u>. The term of this grant is the duration of this Agreement, which expires on the date stated in Part VI of <u>Exhibit B</u>, unless terminated earlier by agreement or operation of law. The exclusivity is limited by the terms of paragraph 6.

2. Initial Franchise Fees. You will pay an Initial Franchise Fee ("IFF") for each Store, in the amounts and at the times stated in <u>Exhibit B</u>. These amounts are non-refundable and must be paid in full, without reduction or offset. If you develop more stores than are required under the Development Schedule during the term of this Agreement, then the IFF for each additional store will be fifty percent (50%) of the IFF for each Store. You must pay your initial IFF Deposit set forth in <u>Exhibit B</u> with unencumbered cash and it cannot be borrowed.

#### 3. Development and Opening Requirements

A. You will secure the real estate for each store, through purchase or binding lease, by the "Required Control Date," and open each Store by its "Required Opening Date," all as specified in the Development Schedule in **Exhibit B**. TIME IS OF THE ESSENCE in performing these obligations. A Store location must be approved by us in writing. Before you commit to lease or purchase a location, you should provide us with a copy of the lease or purchase agreement, along with the acquisition, development and construction costs, and such other information as we reasonably request, so that we can evaluate the proposal. Each Store must be constructed and equipped to our then-current standards and specifications. Prior to opening each Store, you must certify to us in writing that no more than ninety percent (90)% of the initial investment in the building, site and additional development, fixtures and signs for the Store has been borrowed ("Permitted Financing").

B. **Franchise Agreement and Ownership Requirements.** For each Store, you will sign our then-current version of Franchise Agreement. You must execute our Franchise Agreement and ancillary documents prior to the date you commence construction of the Store. We entered into this Agreement based on your qualifications. If you propose to add or subtract owners or change the ownership percentages for a Franchise Agreement entered into under this Agreement, the proposal is subject to our prior written approval.

4. **Renewal of Rights.** This Agreement and the development rights granted in it expire on the date stated in **Exhibit B**. If you wish to renew exclusive development rights for the same Store Development Area, you must advise us in writing within six (6) months prior to the expiration of this Agreement. We will then reassess the potential of the Store Development Area for further development. If we and you agree that there is potential for additional stores, 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, you are in compliance with all of your Dunkin' Donuts franchise agreements, you meet our then-current Criteria

to Expand, and we and you can agree on a new development schedule. The agreement you sign will be our then-current store development agreement, and the fees will be the then-current fees for that Store Development Area. You will have 10 days from the time you receive the new Agreement to sign and return it to us.

5. **Source of Bakery Products.** For each Store, you must secure a source for your bakery products that we have approved in writing.

#### 6. Exceptions to Exclusivity.

A. Special distribution opportunities may arise within the Store Development Area that may or may not be available to you. Examples 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, department stores and "big box" super stores, mobile units, off-site sales accounts, supermarkets and home improvement retailers. We retain the right to pursue such special distribution opportunities inside your Store Development Area, but during the term of this Agreement we will offer you the first opportunity to become our franchisee for those opportunities provided that you are in compliance with all material provisions of your agreements with our affiliates and us, you meet the Criteria to Expand, and the party that controls the opportunity permits us to do so. You will have fifteen (15) days to accept the offer in writing. Except as provided in 6.B, special distribution opportunities that you develop do not count toward the number of stores you are required to develop under this Agreement, and the IFF is in addition to the IFF required under this Agreement.

In addition, if there are stores operated by other franchisees in the Store Development Area, then we reserve the right to approve the relocation of each store within its trade area. Further, this Agreement only grants rights as to the operation of Dunkin' Donuts retail locations. You have no other rights to the use, enjoyment or benefit of the Dunkin' Donuts name or trademarks. We retain the complete right to distribute Dunkin' Donuts products and services of every kind and nature through any other channels of distribution. This includes, without limitation, the distribution and use or sale of Dunkin' Donuts retail location inside a supermarket).

B. Although gas/convenience locations are expressly excluded from your SDA, if you propose and we approve a store in a gas/convenience location within the SDA, we will consider the development of such location to satisfy one of the Stores you are required to develop pursuant to the SDA's Development Schedule, *provided that*: (a) we determine the proposal will result in a store that meets certain minimum then-current menu and design criteria and that opens by the applicable Required Opening Date in the SDA; and (b) Initial Franchise Fees applicable under the SDA's Development Schedule are applied or paid regardless of the length of lease term (and any corresponding franchise term) you secure.

7. **Confidential Information.** Except as necessary to perform your obligations under this Agreement, you will not provide Confidential Information concerning the development of Dunkin' Donuts stores or the Dunkin' Donuts System to anyone. "Confidential Information" means information that is not generally available to the public.

8. **Suspension of Development Rights; Default and Termination.** We may terminate this Agreement if: (a) you default on a monetary obligation to us and do not cure the default within seven (7) days from the date you receive our written Notice to Cure; or (b) you default on any other provision of this Agreement and do not cure the default within thirty (30) days from the date you receive our written Notice to Cure. If state law requires a longer cure period, then that longer period shall apply. We may terminate this agreement, without any opportunity to cure, if you violate the confidentiality provision, if you commit a felony or crime of moral turpitude, if you commit a fraud upon any of our affiliate(s) or us, or if we terminate any of your Franchise Agreements in the DMA in which this Store Development Area is located. If we terminate this Agreement, then you must immediately pay us all unpaid Initial Franchise Fees (as set forth in **Exhibit B**), without reduction or offset, even if you did not open any or all of the Stores.

If at any time you do not meet the Criteria to Expand in effect at the time you sign this Agreement, we may suspend your right to develop by a written notice. The suspension will be in effect until you are not in default and meet the Criteria to Expand. Any suspension will not alter your Development Schedule unless we, in our sole discretion, grant an extension in writing.

#### 9. Transfers of Interest

A. <u>Transfer by Us</u>: This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations. Upon transfer, we will have no further obligation under this agreement, except for any accrued liabilities.

B. <u>Transfer by You</u>: We entered into this Agreement based on your qualifications. You may transfer a direct or indirect interest in this Agreement, but the Store Development Area and the associated rights and obligations are a package and are not themselves divisible in any way. Any transfer requires our prior written consent, which will not be unreasonably withheld. In the event a person holding a direct or indirect interest dies, that person's legal representative must, within three (3) months of the event, apply in writing to transfer that interest with notice to all other persons having a direct or indirect interest in this Agreement.

C. <u>Transfer Fee</u>: At the time of transfer, you must execute a general release of us in our standard form, and pay us a Transfer Fee of \$10,000. No Transfer Fee will be required if you transfer the interest to a beneficiary or heir of the deceased.

D. <u>Right of First Refusal</u>: We have a right of first refusal for any proposed transfer. You must provide us with a copy of any agreement (and any amendment to the agreement) for the transfer, and we will have sixty (60) days after receipt to notify you that we are exercising our option to purchase the interest under the same terms and conditions. If we do so, you still are obligated to pay a Transfer Fee.

#### 10. Dispute Resolution

A. <u>Mediation</u>: All disputes that arise between you and us must be submitted to a mandatory meeting between you and our senior management and, if necessary, non-binding mediation before a complaint may be filed in a court or in arbitration. The only exception is an action by us seeking an injunction to prevent harm to our trademarks or goodwill.

B. <u>Waiver of Rights</u>: The parties waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits; or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by you can be consolidated with the claims of any other holders of development rights. If such claims and demands cannot be waived by law, then the parties agree that any recovery shall not exceed two (2) times actual damages.

C. <u>Arbitration</u>: Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff's election to arbitrate or to submit the dispute to the court system is binding on the parties, except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the Store is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues. Arbitration must be commenced within two (2) years after discovery of facts giving rise to the claim.

D. <u>Scope of Arbitration</u>: Disputes concerning the validity or scope of this Section 10, including whether a dispute is subject to arbitration, is beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 <u>et seq</u>., as amended from time to time. The provisions of this Section 10 shall continue in full force and effect subsequent to any expiration or termination of this Agreement.

E. <u>Appeals</u>: Either party may appeal the final award of the arbitrator(s) to the appropriate U.S. District Court. The Court's review of the arbitrator's findings of fact shall be under the clearly erroneous standard, and the Court's review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.

#### 11. Miscellaneous.

A. You are an independent contractor of ours. Neither party to this Agreement has the power to bind the other. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim. The waiver by either party of a breach of any provision of this Agreement applies only to that one breach and only to that one provision. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future applicable law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement. Our rights and remedies are cumulative. The limited right to use the "Dunkin' Donuts" name and trademarks is granted in the Franchise Agreement you will sign for each Store. It is not granted in this Agreement. Neither you nor your successor may create or assert any security interest or lien in this Agreement.

B. This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may only be modified by the parties in writing.

C. All notices shall be sent by prepaid private courier or certified mail to the addresses above, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to "Attention: Legal Department."

D. Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that locations we approve will achieve a certain level of sales or be profitable. If we provide maps, demographics or other information to you in connection with the Store Development Area, we do so without any representation or warranty that the information is complete, accurate or current. We do not represent that you will be able to find or secure locations within the Store Development Area or that you will be able to develop all of the required Stores. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Dunkin' Donuts System and the Store Development Area.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in duplicate the day and year first written above.

ATTEST/WITNESS:

(Developer) [insert corp., LLC or partnership]

DUNKIN' DONUTS FRANCHISING LLC

By: \_\_\_\_\_

#### PERSONAL GUARANTEE BY SHAREHOLDERS OF A CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY

We, the undersigned, represent and warrant that we constitute [check whichever statement applies]

[] shareholders of the outstanding capital stock of the above Developer, a corporation

[] members of the above Developer limited liability company ("LLC")

organized under the laws of the state of \_\_\_\_\_

Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Developer's money obligations and the performance of all of Developer's other obligations under this Store Development Agreement. The undersigned, jointly and severally, agree that we may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Developer's money obligations under the Store Development Agreement; (b) modify, with the consent of Developer, any of its obligations under the Store Development Agreement; and/or (c) settle, waive or compromise any claim we have against Developer or any of the undersigned, all without in any way affecting the personal guarantee of the undersigned. This Guarantee is intended to take effect as a sealed instrument.

#### THE UNDERSIGNED:

% OF INTEREST:

name:			
address:			
	 	_	
name:			
address:			
	 	-	
name:			
address:			
	 	_	
name:			
address:			

## EXHIBIT A

DEFINITION OF STORE DEVELOPMENT AREA

### EXHIBIT B

### I. Development Schedule:

<u>Store</u>	Years of Franchise Term	<b>Required Control Date</b>	<b>Required Opening Date</b>
1			
2			
3			
4			<u> </u>
5			
6			
7			
8			
	pment Fee: [Intentionally Omitted]		
	Franchise Fees:		
	X IFF Per Store unt, if applicable		
	t due upon Execution of SDA	\$	_
2 <sup>nd</sup> IFF Pay 3 <sup>rd</sup> IFF Pay	ment Due ment Due	\$ \$	
IV. For eac	ch store, you will sign our then-currer	nt version of Franchise Agreement	

V. Continuing Fees: The following fees shall apply for each Store:

- i. Continuing Franchise Fee:
- ii. Continuing Advertising Fees: \_\_\_\_\_\*
- iii. Marketing Start-Up Fee:

\*plus any greater percentage agreed upon by a two-thirds majority of the stores in the same Designated Market Area.

VI. Term The term of this agreement shall expire on \_\_\_\_\_.

# FRANCHISE AGREEMENT

This Franchise Agreement, dated \_\_\_\_\_\_, 200\_\_\_, is made by and between **DUNKIN' DONUTS FRANCHISING LLC**, a Delaware Limited Liability Company and an indirect, whollyowned subsidiary of Dunkin' Brands, Inc., with principal offices in Canton, Massachusetts ("Dunkin' Donuts", "we", "us" or "our"), and the following individual(s) and/or entity:

(individually or collectively referred to as "Franchisee," "you" or "your").

## CONTRACT DATA SCHEDULE

### A. Location of the Store:

	(number)	(street)	(city or town)	(state)	(zip code)
В.			years from the first date the Store, until		
C.	Initial Francl	hise Fee:		dollars (\$	)
D.	Marketing S	tart-Up Fee:		dollars (\$	)
E.1.	Continuing F	Franchise Fee Rate:		percent (%)	of Gross Sales
E.2.	Continuing 7	Training Fee:		dollars (\$	)
F.	Continuing A	Advertising Fee Rate:	FIVE-	<u></u> percent ( <u>5.0</u> %) o	f Gross Sales
G.	opens to ser <u>Refurbishme</u> after the firs	rve the general public, or ent Date: In the case of	w Store, the date <b>ten (10)</b> r, in the case of an existing f a new Store, the date <b>five</b> o serve the general public; o	Store, on e (5) years and fif	teen (15) years
H.			<u>E</u> shall be at the Store, u		ress is inserted
I.		evelopment, equipment,	<u><b>90%</b></u> of (i) the initial inv fixtures and signs for new <b>(Init</b>	stores or (ii) the pu	
J.	Addenda:	[]			
K.			ply for this store is: PC# of producing store; otherwis		tore)

You cannot change your source of bakery supply without our prior written approval.

#### TERMS AND CONDITIONS ©APRIL 2008

### **SECTION 1. PARTIES**

1.0 This Agreement is a non-exclusive license to operate a Dunkin' Donuts business granted by us and to you. The franchisee, location and term are as specified in the accompanying Contract Data Schedule.

### SECTION 2. GRANT OF THE FRANCHISE

2.0 As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Dunkin' Donuts System (the "System"), which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of stores and associated concepts for the sale of proprietary and non-proprietary food and beverage products.

2.1 In connection with the System, we own or have the right to license certain intellectual property. This property includes trademarks, service marks, logos, emblems, trade dress, trade names, including Dunkin' Donuts®, and other indicia of origin (collectively, the "Proprietary Marks"), as well as patents and copyrights. The Proprietary Marks include trademarks on the Principal Register of the United States Patent and Trademark Office. From time to time we may supplement or modify the list of Proprietary Marks associated with the System.

2.2 As franchisor, we have the right to establish "Standards" for various aspects of the System that include the location, physical characteristics and operating systems of stores and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and our brand; and all other things affecting the experience of consumers who patronize our System. 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 the System.

2.3. As franchisee, you have the right and responsibility to exercise day-to-day control over your franchised business to meet those Standards, and the heart of the System and this franchise relationship is your commitment to that responsibility. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our System and Proprietary Marks, and that this Agreement should be interpreted to give full effect to this paragraph.

2.4. Accordingly, for the Term of this Agreement, we grant you the license, and you accept the obligation, to operate a Store (the "Store") within our System, using our intellectual property, only in accordance with our Standards and the other terms of this Agreement. This license is non-exclusive and relates solely to the single Store location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Dunkin' Donuts stores 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 Store.

2.5 We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Store. We may require that you designate a fully-trained person as our primary contact. We will advise on the selection of the Store's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise

on the training of managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on all aspects of Store operations. In support of our advisory relationship, we will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Dunkin' Donuts stores.

#### SECTION 3. DEVELOPMENT OF THE STORE

3.0 You agree that the Store and any real estate controlled by you and appurtenant to the Store (the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions to our approval of the development. Any deviations from our plans, specifications and requirements must have 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 request, made at any time within one year from the date you begin operating the Store, you must promptly correct any unapproved deviations from our Standards in the development of the Store or Premises. If you lose the use and enjoyment of the premises before the end of the Term, this Agreement will automatically terminate without further notice.

### **SECTION 4. TRAINING**

4.0 Before the Store opens for business, and from time to time thereafter, we will make various mandatory and optional training programs that we have developed or obtained available to you, your management and other Store personnel. We will conduct training programs, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted in a Store 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. Some training programs or systems may require the payment of fees.

4.1 You are responsible for your costs incurred in receiving any training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. In the event that the Store repeatedly fails to meet Standards, in addition to whatever other remedies we may have, we may require you, your management and other Store 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.

### SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.0 **Initial Franchise Fee**. The amount and timing of payment of the Initial Franchise Fee is specified in the Store Development Agreement ("SDA") relating to the location. If there is no SDA, the amount is specified in the Contract Data Schedule, and payment is due upon the signing of this Agreement, which must occur prior to commencing construction of the Store.

5.1 **Marketing Start-Up Fee**. In connection with the opening of the Store, you agree to undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of payment of such activities. If we have established a minimum dollar expenditure for your start-up promotional activities, that amount will be set forth on the Contract Data Schedule.

5.2 **Continuing Franchise Fees.** You agree to pay us a Continuing Franchise Fee on or before Thursday of each week, for the seven-day period ending at the close of business on Saturday, twelve days previous. The amount due should be calculated by *multiplying* (a) the Gross Sales of the Store for that seven-day period by (b) 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.

5.3 **Continuing Advertising Fee.** You agree to pay us a Continuing Advertising Fee on or before Thursday of each week, for the seven-day period ending at the close of business on Saturday, twelve days previous. The amount due should be calculated by *multiplying* (a) the Gross Sales of the Store for that seven-day period by (b) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

5.4 **Additional Advertising Fee**. If two-thirds of the Stores in the Designated Market Area ("DMA") in which the Store is located, *or* two-thirds of the stores in the continental United States, vote to support payment of Additional Advertising Fees for, respectively, a market-based or nationally-based program, you agree to pay such fees and your Store will participate in that program. Any Additional Advertising Fees will be used only for the related program voted on by the stores. We will specify the means and manner of payment from time to time, in writing.

5.5 "**Gross Sales**" means all revenue related to the sale of approved products and services through the operation of the Store, 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 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.

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

5.7 **Late Fees, Interest and Costs**. If you are late in paying all or part of a fee due to us, then you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, incurred by us to collect fees that are due.

5.8 **Electronic Fund Transfer ("EFT")**. You agree to participate in our specified program or procedure for sales reporting and payment of fees that are due, whether it is electronic fund transfer or some successor program. You agree to assume the costs associated with maintaining your capability to report 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**

6.0 We have established and administer The Dunkin' Donuts Advertising and Sales Promotion Fund (the "Fund"), and direct the development of all advertising, marketing and promotional programs for the System. We may use up to twenty percent (20%) of Continuing Advertising Fees but none of Additional Advertising Fees for the administrative expenses of the Fund and for programs designed to increase sales and further develop the reputation and image of the brand. The balance, including any interest earned by the Fund, will be used for advertising and related expenses. The content of all activities of the Fund, including the media selected and employed, as well as the area and stores targeted for such activities, will be determined by us.

6.1 We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to the Fund, or to ensure that you benefit directly or on a pro rata basis from the Fund's activities. Upon your request, we will provide you with a statement of receipts and disbursements for the Fund that is audited by an independent public accountant, for each fiscal year of the Fund.

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

6.3 If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval in advance of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines.

### **SECTION 7. OPERATIONS**

7.0 You agree to operate the Store in accordance with all of our Standards, some of which are set forth here. Accordingly, among other things, you agree to:

7.0.1 Keep the Store open and in continuous operation for hours we prescribe, and use the Store and Premises only as a Dunkin' Donuts business, unless we give written approval to do otherwise;

7.0.2 Install and use only equipment, furnishings, fixtures, and signage that we approve, replace them as we may require, and source them from approved suppliers, of which we may be one;

7.0.3 Install and use a retail information system that we approve and whose information is continuously accessible to us through polling or other direct or remote means that we may specify;

7.0.4 Use only supplies, materials, and other items that we approve, and source them from approved suppliers, of which we may be one;

7.0.5 Sell only approved products, source same from suppliers that we approve, of which we may be one, and maintain a sufficient supply of all approved products to meet customer demands at all times, unless you receive our written approval to do otherwise;

7.0.6 Hire employees of good character, and maintain a sufficient number of properly trained managers and employees to render quick, competent and courteous service to Store customers in accordance with our Standards.

7.0.7 Use only employees that have literacy and fluency in the English language sufficient, in our opinion, to adequately communicate with customers if their duties include customer service;

7.0.8 Comply with all of our requirements relating to health, safety and sanitation;

7.0.9 Sell any products to a third party for subsequent resale only with our prior written approval; and

7.0.10 Keep our confidential Manuals up-to-date and accessible in the Store, and make them available only to those of your employees who need access to them in order to operate the franchised business.

7.1 **Obey All Laws**. You agree to comply with all civil and criminal laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Store and Premises, including those relating to health, safety, sanitation, employment, environmental regulation, public access and taxation.

7.2 **Right of Inspection**. You agree that our employees and agents have the right to enter the Store 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 photograph or video any part of the Store. We may select ingredients, products, supplies, equipment and other items from the Store to evaluate whether they comply with our Standards. We may require you to immediately remove non-conforming items at your expense, and we may remove them at your expense if you do not remove them upon request.

7.3 **Determination of Prices**. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.4 **Conditions of Employment**. You are solely responsible for all employment decisions, including hiring, promoting, discharging, and setting wages and terms of employment.

7.5 **Suppliers**. We have the right to approve or disapprove any supplier to your Store or to the System. 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.

7.6 **Complaints.** You must submit to us copies of any customer complaints relating to the Store or Premises. You must 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 Store or Premises. We will specify from time to time the manner of submission of this information to us.

## SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.0 **Repairs and Maintenance**: You agree to continuously maintain the Store and Premises, including all fixtures, furnishings, signs and equipment, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Store

and Premises, including all fixtures, furnishings, signs and equipment, on an ongoing basis to ensure that your use and occupancy of the Store and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions.

8.1 **Refurbishment and Remodel**: No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Store in accordance with our then-current Standards. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Store in accordance with our then-current remodeling Standards, including those relating to fixtures, furnishings, signs and equipment. You are responsible for the costs of Refurbishments and Remodels.

8.2 You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

### **SECTION 9. PROPRIETARY MARKS**

9.0 You agree to use only the Proprietary Marks we designate and in the manner that we approve. You may use and display such Proprietary Marks only in connection with the operation of the Store and in compliance with our Standards.

9.1 You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right of approval of any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, and all links to other sites. We have the sole right to establish an Internet "home page" using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees.

9.2 You agree not to use the Proprietary Marks or the names "*Dunkin' Donuts*", "*Dunkin'*", "DD", "Dunk" or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, 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.

9.3 You have no rights in the Proprietary Marks or our System other than those explicitly granted in this Agreement, and you may not sublicense the Proprietary Marks.

9.4 You agree to notify us promptly of any litigation relating to the Proprietary Marks. In the event we undertake the defense or prosecution of any such litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.

### SECTION 10. RESTRICTIVE COVENANTS

10.0 You acknowledge that as our franchisee, you will receive specialized training, including operations training, in the System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our confidential and proprietary information, including methods, practices and products, which will provide a competitive advantage to you. As a condition of training you, sharing our confidential and proprietary information with you and granting you a license to operate the Store within our System and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Dunkin' Donuts System:

10.1 During the term of this Agreement, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may have a direct or indirect interest in, perform any activities for, provide any assistance to, sell any approved products to, or receive any financial or other benefit from any business or venture that sells products that are the same as or substantially similar to those sold in Dunkin' Donuts stores, except for other Dunkin' Donuts stores that we franchise to you; divert or attempt to divert any Dunkin' Donuts business or customer away from the Store or the System; oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Dunkin' Donuts store; or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or System.

10.2 For the first twenty-four months following the expiration or termination of this Agreement or transfer of an interest in the franchised business (the "Post-Term Period), neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may have any direct or indirect interest in, perform any activities for, provide any assistance to or receive any financial or other benefit from any business or venture that sells products that are the same as or substantially similar to those sold in Dunkin' Donuts stores and located within **five (5) miles** from the Store or any other Dunkin' Donuts store that is open or under development. The restriction in the previous sentence does not apply to your ownership of less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange. The Post-Term Period begins to run upon your compliance with all of your obligations in this Section.

10.3 During the term of this Agreement and at any time thereafter, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may contest, or assist others in contesting, the validity or ownership of the Proprietary Marks in any jurisdiction; register, apply to register, or otherwise seek to use or in any way control the Proprietary Marks or any confusingly similar form or variation of the Proprietary Marks; or reproduce, communicate or share any Confidential Information with anyone, or use for the benefit of anyone, except in carrying out your obligations under this Agreement.

10.4 You agree that a breach of the covenants contained in this Section 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 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity restrained shall be deemed modified to the minimum extent necessary such that the restrictions in the Section will be valid and enforceable.

10.5 For purposes of this Agreement, the term "Confidential Information" means information relating to us or the Dunkin' Donuts System that is not generally available to the public, including Manuals, recipes, products, other trade secrets and all other information and know-how relating to the methods of developing, operating and marketing the Store and the System. You must use best efforts to protect the Confidential Information.

10.6 If franchisee is a legal entity, such entity's organizing documents shall provide that its purpose is limited to owning and operating the Store and other Dunkin' Donuts stores that we franchise to you, unless we otherwise agree in writing,

10.7 We have the non-exclusive right to use and incorporate into our System all modifications, changes, and improvements developed or discovered by your employees, agents or you in connection with the franchised business, without any liability or obligation to your employees, agents or you.

### SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.0 You are required to keep business records in the manner and for the time required by law, and in accordance with generally accepted accounting principles. You are required to keep any additional business records that we specify from time to time, in the manner and for the time we specify. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five years.

11.1 You must submit profit and loss statements to us on a monthly basis, and balance sheets for your fiscal half-year and year-end, all in the format and by the means that we specify from time to time. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.2 Within fifteen days from our request and at our option you agree to (a) photocopy and deliver to us those required records that we specify, or (b) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us. You agree to grant us the 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 we believe that intentional underreporting of Gross Sales may have occurred, then upon request, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

11.3 We will keep any records you provide us confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Store, in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of the System, or if required by law or any legal proceeding.

### **SECTION 12. INSURANCE**

12.0 Prior to opening or operating the Store for business, and prior to constructing the Store in the event you are developing the Store, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the duration of this Agreement. We have the right to change requirements from time to time. All insurance must be placed with insurance companies rated at least B+ by A.M. Best, or the equivalent. At our request, you must provide us with proof of required insurance coverages.

12.1 We and any affiliated party 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 days prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement, with all of the aforementioned provisions. In the event that such insurance coverage is not in effect, we have the right to purchase the necessary coverage for the Store at your expense and to bill you for any premiums.

12.2 Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 14.9.

### **SECTION 13. TRANSFERS**

13.0 **Transfer by Us**: This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.1 **Transfer by You**: We entered into this Agreement based on the qualifications of your owners and you. Any direct or indirect transfer of interest in this Agreement requires our prior written consent, which we will not unreasonably withhold. We may withhold consent if a proposed transferee does not meet our then-current criteria, if you have not satisfied all of your outstanding obligations to us, if the Store and Premises are not in compliance with our Standards, or if we believe that the sale price of the interest to be conveyed is so high, or the terms of sale so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Store and meet all financial and other obligations to us and to third parties. At the time of transfer, you and all of your shareholders, partners and members must execute a general release of us and our parent and affiliates, in our then-current standard form. If after an approved transfer, a shareholder, member or partner no longer has an interest in the franchised business, then such party is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and obligations under Section 10.

13.2 **Transfer Fee.** At transfer, you must pay us a Transfer Fee as follows, whether or not we exercise our rights in Section 13.4:

13.2.1 If you have not operated the Store for at least three full years before the transfer occurs, then the Transfer Fee will be the greater of: (i) six thousand dollars (\$6,000); or (ii) five percent (5%) of the Adjusted Sales Price of the Store. "Adjusted Sales Price" means the total consideration to be received by you upon transfer of the Store, less the amount, if any, you paid for the Store, when purchased as an ongoing business from another franchisee or from us. No adjustment shall be made for amounts paid in connection with the development of a new Store. The Adjusted Sales Price includes consideration in any form (including without limitation a covenant not to compete and personal services contract), however designated, and excludes only amounts reasonably allocated to land and building if owned by you. For purposes of determining the correct Transfer Fee, we reserve the right to reallocate amounts you have allocated to the various assets if, in our opinion, the allocation is unreasonable in relation to the value of the business.

13.2.2 If the transfer occurs after the third full year of operation, you will pay the Transfer Fee stated below. 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 Store's sales during the trailing twelve month period.

Gross Sales for the Trailing 12 Month Period	<b>Transfer Fee</b>
Less than \$400,000.00	\$ 5,000.00

\$400,000.00 or more, but less than \$600,000.00	\$ 6,000.00
\$600,000.00 or more, but less than \$1,000,000.00	\$ 8,000.00
\$1,000,000.00 or more, but less than \$1,400,000.00	\$12,000.00
\$1,400,000.00 or more	\$20,000.00

13.2.3 In lieu of the Transfer Fee, we will only charge our then-current Fixed Documentation Fee if the original signatories to the Franchise Agreement retain more than fifty percent (50%) of the shares after the transfer, or if all of the interests transfer to the spouse(s) or children of the original signatories or to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated.

13.3 **Transfer on Death**: Within six months from the death of you or any of your owner(s) 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 twelve months from such individual's death, and is subject to our prior written consent in accordance with this Section. This Agreement shall automatically terminate if the transfer has not occurred within twelve months, unless we grant an extension in writing.

13.4 **Right of First Refusal**: We have a right of first refusal to be the purchaser in the event of any proposed direct or indirect sale of interest in this Agreement, under the same terms and conditions contained in the offer or purchase and sale document. You must provide us with a fully-executed copy of any offer or purchase and sale document (including any referenced documents) for the sale, and we will have sixty days from our receipt to notify you whether we are exercising our right. We may purchase the interest ourselves or assign our right without recourse to a nominee who will purchase the interest directly from you. In the event you modify the offer or terms of sale in any way, you must resubmit the modified offer or purchase and sale document, as modified, and we will again have sixty days to exercise the right of first refusal.

### SECTION 14. DEFAULT AND REMEDIES

14.0 You will be in default under this Agreement under the following conditions:

14.0.1 You breach an obligation under this Agreement, or an obligation under another agreement, which agreement is necessary to the operation of the Store.

14.0.2 You file a petition in bankruptcy, are adjudicated a bankrupt, or a petition is filed against you and is either consented to by you or not dismissed within thirty days; or you become insolvent or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business assets is filed and is either consented to by you or not dismissed within thirty days; or a receiver or other custodian is appointed for your business or business assets; or proceedings for composition with creditors is filed by or against you; or if your real or personal property is sold at levy.

14.0.3 You or your owners commit a felony or crime involving moral turpitude, or any other crime or offense that is injurious to our System or the goodwill enjoyed by our Proprietary Marks, regardless of whether you are prosecuted or convicted.

14.0.4 You or your owners commit a fraud upon us or a third party relating to a business franchised or licensed by us.

14.0.5 You use or permit the use of any business franchised or licensed by us, including the Store or Premises, for an unauthorized purpose.

14.0.6 We terminate any other franchise agreement with you or any affiliated entity by reason of a default under sections 14.0.3, 14.0.4 or 14.0.5.

14.1 You will have the following opportunities to cure a default under this Agreement.

14.1.1 **Thirty-Day Cure Period**. Except as otherwise provided, you must cure any default under this Agreement within thirty days after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.2 **Seven-Day Cure Period**. If you do not pay the money owed to us or the Advertising Fund when due, or if you fail to maintain the insurance coverage required by this Agreement, you must cure that default within seven days after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.3 **Twenty-Four Hour Cure Period**. If you violate any law, regulation, order or Standard relating to health, sanitation or safety, or if you cease to operate the store for a period of forty-eight hours without our prior written consent, you must cure that default within twenty-four hours after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.4 **Cure on Demand**. You must destroy any product or cure any situation that, in our opinion, poses an imminent risk to public health and safety, at the time we demand you do so.

14.2 **No Cure Period**. No cure period will be available if you are in default under paragraphs 14.0.2 through 14.0.6; if you abandon the Store; if you intentionally under-report Gross sales or otherwise commit an act of fraud with respect to your acquisition or performance of this Agreement; or if your lease for the Store is terminated. In addition, no cure period will be available for any default if you already have received three or more previous notices-to-cure for the same or a substantially similar default (whether or not you have cured the default), within the immediately preceding twelve-month period.

14.3 **Statutory Cure Period**. If a default is curable under this Agreement, and the applicable law in the state in which the premises is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.4 In addition to all the remedies provided at law or by statute for the breach of this Agreement, we also have the following remedies:

14.4.1 If we believe a condition of the Premises or of any product pose a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect these persons, and the goodwill enjoyed by our Proprietary Marks and System. Such actions may include any or all of the following: we may require you to immediately close and suspend operation of the Store and correct such conditions; we may immediately remove or destroy any products that we suspect are contaminated; and, if you fail to correct a hazardous condition on demand, and within a reasonable time, we and contractors we hire may enter the Store without being guilty of, or liable for, trespass or tort, and correct the condition. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection. Further, if you should discover a hazardous condition as described above, you agree to notify us immediately.

14.4.2 If after proper notice and opportunity to cure, you have not complied with a Standard involving the condition of the Store, including maintenance, repair, and cleanliness, we and contractors we hire may enter the Store without being guilty of, or liable for, trespass or tort, and correct the condition at your expense.

14.4.3 If you are repeatedly in default of 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.

14.4.4 You will pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, incurred by us in enforcing any provisions of this Agreement.

14.5 Because of the importance of your compliance with Standards to protect our System, other franchisees, 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 insufficient remedy for a breach of our Standards. 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, we must show only that the Standard in issue was adopted in good faith, that it is a Standard of general applicability in that DMA or "region" (as that term is defined by us), and that you are violating or are about to violate that Standard. A Standard of general applicability is one that applies to all franchisees in the DMA or region, or throughout the Dunkin' Donuts System.

14.6 **Termination and Expiration**. If you commit a default referenced in section 14.2 or if you fail to timely cure any default that may be cured, we may terminate this Agreement. Termination will be effective immediately upon receipt of a written notice of termination unless a notice period is required by law, in which case that notice period will apply. Upon termination or expiration of this Agreement, you no longer have any rights granted by this Agreement. If we suffer your continued operation of the Store while we seek judicial enforcement of our election to terminate, conducting business as if the Agreement had not been terminated in order to preserve the reputation of our System and goodwill associated with the Proprietary Marks, our adherence to the judicial process is neither a waiver of our election to terminate nor an extension of the termination date.

14.7 In the event of termination or expiration of this Agreement:

14.7.1 You must pay all monies owed under this Agreement, including any fees and interest, within ten days.

14.7.2 You must immediately cease operation of the Store and no longer represent yourself to the public as our franchisee.

14.7.3 You must immediately cease all use of our Proprietary Marks, trade secrets, confidential information, and manuals, and cease to participate directly or indirectly in the use or benefits of our System.

14.7.4 You must, within ten days, return all originals and copies of our operating manuals, plans, specifications, and all other materials of ours in your possession relating to the operation of the Store, all of which you acknowledge to be our property. The remaining materials are your property.

14.7.5 Upon our request within thirty days from the date of termination due to default, you agree to sell to us any or all of the furniture, fixtures, and equipment at its then-current fair market value, less any indebtedness on the equipment, and indebtedness to us;

14.7.6 Upon our request within thirty days from the date of termination or expiration, you must assign to us any leasehold interest you have in the Store and Premises or any other agreement related to the Premises.

14.7.7 Upon our request within thirty days from the date of termination due to default or expiration, you must remove from the Store and Premises and return to us all indicia of our Proprietary Marks. Further, you must make such modifications or alterations to the Store and Premises as we require in accordance with our Standards to distinguish the Store and Premises from the premises of other stores in the System. You must also disconnect any telephone listings that contain our name, and withdraw any fictitious name 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 section. In the event you fail or refuse to comply with the requirements of this section, we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, which you agree to pay upon demand.

14.8 You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement

14.9 **Indemnification.** You will indemnify and hold us, our parent, subsidiaries and affiliates, including our and their respective members, officers, directors, employees, agents, successors and assigns, harmless from all claims related in any way to your operation, possession or ownership of the Store or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us by statute, ordinance, regulation or other law. We will notify you of any claims covered by this paragraph, and you shall have the opportunity to assume the defense of the matter. We shall have the right to participate in any defense that is assumed by you, at our own cost and expense. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer.

### SECTION 15. DISPUTE RESOLUTION

15.0 **Waiver of Rights**: Both we and you waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits; or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by either of us can be consolidated with the claims of any other party. If such claims and demands cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.

15.1 **Arbitration**: Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or by another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff's election to arbitrate or to submit the dispute to the court system is binding on the parties, except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property,

including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration, the arbitrator(s) shall issue a reasoned award, with findings of fact and conclusions of law. The arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the Store is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues. Arbitration must be commenced within two years after discovery of facts giving rise to the claim.

15.2 **Scope of Arbitration**: Disputes concerning the validity or scope of this Section, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 <u>et seq</u>., as amended from time to time. The provisions of this Section shall continue in full force and effect subsequent to any expiration or termination of this Agreement.

15.3 **Appeals**: Either of us may appeal the final award of the arbitrator(s) to the appropriate U.S. District Court. The Court's review of the arbitrator's findings of fact shall be under the clearly erroneous standard, and the Court's review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.

### SECTION 16. MISCELLANEOUS

16.0 If you directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute our then-standard agreement giving us the option to lease the Premises from you if you default under this Agreement or under any lease relating to the Store or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at "triple-net" fair market value rent for comparable Dunkin' Donuts locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutuallyacceptable real estate professional.

16.1 You are an independent contractor of ours and not our agent, partner or joint venturer. Neither party has the power to bind the other. Nothing in this Agreement contemplates a fiduciary relationship. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.

16.2 Our waiver of your breach of any term of this Agreement applies only to that one breach and that one term, and not to any subsequent breach of any term. Acceptance by us of any payments due under this Agreement shall not be deemed to be a waiver by us of any preceding breach by you of any term. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. In our sole discretion, we may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.

16.3 The parties' rights and remedies are cumulative. Neither you nor your successor may create or assert any security interest or lien in this Agreement, without our prior written approval. You represent and warrant that you have established your operating agreement, by-laws or partnership agreement in

accordance with the requirements of this Agreement. In the event of any conflict between a provision in this Agreement and a provision in your operating agreement, by-laws or partnership agreement, the provision of this Agreement will control.

16.4 Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. Wherever we use the word "including", it means "including but not limited to."

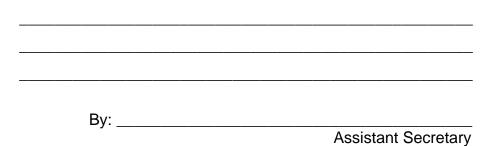
16.5 **Notices**. All notices shall be sent by prepaid private courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to "Attention: Legal Department."

16.6 This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter-parts, and may only be modified in a writing signed by you and us.

16.7 Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that the Store will achieve a certain level of sales or be profitable, notwithstanding our approval of the location. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Dunkin' Donuts System. You acknowledge receiving a copy of this Agreement and any attachments and related agreements at least five business days prior to the date you sign this Agreement.

Intending to be legally bound hereby, the parties have duly executed and delivered this agreement in duplicate, as of the date and year first written above. You hereby acknowledge receipt of this Franchise Agreement, including any addenda referenced in Item J, at least seven (7) calendar days (or such longer period as is required by state law) prior to the date hereof. You further acknowledge having carefully read this agreement in its entirety, including all addenda identified above and the Personal Guarantee below (if applicable).

## DUNKIN' DONUTS FRANCHISING LLC



This Agreement is not binding upon the above entity(ies) until executed by an authorized representative.

YOU ACKNOWLEDGE SECTION 15 OF THE TERMS & CONDITIONS, WHICH PROVIDES FOR YOUR EXPRESS WAIVER OF RIGHTS TO A JURY TRIAL, TO PARTICIPATE IN CLASS ACTION LAWSUITS, TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND TO BRING ANY CLAIM OR ACTION LATER THAN TWO YEARS AFTER THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION.

WITNESS/ATTEST:		FRANCHISEE Entity
	Ву:	
Print Name:	Print Name:	

## PERSONAL GUARANTEE BY SHAREHOLDERS OF A CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY

The undersigned, represent and warrant that they constitute [check whichever statement applies]

- [ ] the shareholders of one hundred percent (100%) of the originally issued and outstanding capital stock of the above FRANCHISEE, a corporation
- [ ] one hundred percent (100%) of the members of the above Franchisee limited liability company ("LLC")

organized under the laws of the state of \_\_\_\_\_\_\_. Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Franchisee's money obligations under Section 5 and the performance of all of the Franchisee's other obligations under this Franchise Agreement, including, without limitation, Section 10 in its entirety relative to the restrictions on activities. The undersigned personally agree that the Franchise Agreement shall be binding upon each of them personally. The undersigned, jointly and severally, agree that Dunkin' Donuts may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Franchisee's money obligations under paragraph 5; (b) modify, with the consent of Franchisee, Franchisee's money or other obligations under this Agreement; and (c) settle, waive or compromise any claim that Dunkin' Donuts has against FRANCHISEE or any or all of the undersigned, all without in any way affecting this personal guarantee, which is intended to take effect as a sealed instrument.

Print Name:	Witness	, individually
Print Name:	Witness	, individually
Print Name:	Witness	, individually
Print Name:	Witness	, individually

PC # \_\_\_\_\_ City and State

## YOUR CERTIFICATION TO US

BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF OUR FRANCHISE DISCLOSURE DOCUMENT. DESCRIBE BELOW ALL PROMISES AND REPRESENTATIONS THAT WE MADE TO YOU THAT ARE NOT EXPRESSLY CONTAINED IN THE FRANCHISE AGREEMENT OR FRANCHISE DISCLOSURE DOCUMENT BUT WHICH INFLUENCED YOUR DECISION TO SIGN THIS FRANCHISE AGREEMENT.

If the answer is "none," please write "NONE" below.

Your completion of this page is a material inducement for us to grant you this Franchise. If you fail to complete, sign and deliver this Certification page to us along with the Franchise Agreement, we will not counter-execute the Franchise Agreement or may void the Franchise Agreement if it already has been counter-executed.

YOU HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE and that you had the opportunity to obtain the advice of an attorney.

The date of the Certification shall be the date on the Franchise Agreement.

	FRANCHISEE:
Witness/Attest:	
	Ву:
Witness Print Name:	, individually
Witness Print Name:	, individually
Witness Print Name:	, individually
Witness Print Name:	, individually

PC # \_\_\_\_\_ City and State

FRANCHISEE:

## YOUR CERTIFICATION TO US

BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF OUR FRANCHISE DISCLOSURE DOCUMENT. DESCRIBE BELOW ALL PROMISES AND REPRESENTATIONS THAT WE MADE TO YOU THAT ARE NOT EXPRESSLY CONTAINED IN THE FRANCHISE AGREEMENT OR FRANCHISE DISCLOSURE DOCUMENT BUT WHICH INFLUENCED YOUR DECISION TO SIGN THIS FRANCHISE AGREEMENT.

If the answer is "none," please write "NONE" below.

Your completion of this page is a material inducement for us to grant you this Franchise. If you fail to complete, sign and deliver this Certification page to us along with the Franchise Agreement, we will not counter-execute the Franchise Agreement or may void the Franchise Agreement if it already has been counter-executed.

YOU HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE and that you had the opportunity to obtain the advice of an attorney.

The date of the Certification shall be the date on the Franchise Agreement.

Witness/Attest:			
		By:	
Print Name:	Witness		, individually
Print Name:	Witness		, individually
Print Name:	Witness		, individually
Print Name:	Witness		, individually

# **FRANCHISE AGREEMENT**

This Franchise Agreement, dated \_\_\_\_\_\_, 200\_\_\_, is made by and between **DUNKIN' DONUTS FRANCHISING LLC** ("Dunkin' Donuts") and **BASKIN-ROBBINS FRANCHISING LLC** ("Baskin-Robbins"), Delaware Limited Liability Companies and indirect, wholly-owned subsidiaries of Dunkin' Brands, Inc., with principal offices in Canton, Massachusetts (for the sake of convenience collectively, "we", "us" or "our"), and the following individual(s) and/or entity:

(individually or collectively referred to as "Franchisee," "you" or "your").

## CONTRACT DATA SCHEDULE

### A. Location of the Store:

	(number) (str	eet)	(city or town)	(state)	(zip code)
B.			ears from the first date th ore, until		
C.	Initial Franchise Fe	<u>ee</u> :		dollars (\$	)
D.	Marketing Start-Up	<u> Fee</u> :		dollars (\$	)
E.1	Continuing Franch	ise Fee Rate:		percent (%)	of Gross Sales
E.2.	Continuing Trainin	g Fee:		dollars (\$	)
F.	Continuing Adverti	sing Fee Rate:	FIVE	<u></u> percent ( <u>5.0</u> %) o	f Gross Sales
G.	opens to serve the Refurbishment Da	general public, or, i te: In the case of a the Store opens to s	Store, the date <b>ten (10)</b> n the case of an existing new Store, the date <b>fiv</b> serve the general public;	Store, on e (5) years and fif	teen (15) years
Н.		to FRANCHISEE	shall be at the Store, u	nless another add	ress is inserted
I.	(If this is a non-	producing store insert PC	r for this store is: C# of producing store; otherwis supply without our prior wr	se insert PC# for this st	ore).
J.	Addenda: []				
<u>K.</u>			90% of (i) the initial in tures and signs for new (Initiation)		

#### TERMS AND CONDITIONS ©APRIL 2008

### **SECTION 1. PARTIES**

1.0 This Agreement is a non-exclusive license to operate a Dunkin' Donuts/Baskin-Robbins business granted by us and to you. The franchisee, location and term are as specified in the accompanying Contract Data Schedule.

### SECTION 2. GRANT OF THE FRANCHISE

2.0 As a result of the expenditure of time, effort and money, we have acquired experience and skill in the continued development of the Dunkin' Donuts and Baskin-Robbins Systems (each a "System" and collectively, the "Systems"), which involves the conceptualization, design, specification, development, operation, marketing, franchising and licensing of stores and associated concepts for the sale of proprietary and non-proprietary food and beverage products.

2.1 In connection with each System, we own or have the right to license certain intellectual property. This property includes trademarks, service marks, logos, emblems, trade dress, trade names, including Dunkin' Donuts®, Baskin-Robbins® and other indicia of origin (collectively, the "Proprietary Marks"), as well as patents and copyrights. The Proprietary Marks include trademarks on the Principal Register of the United States Patent and Trademark Office. From time to time we may supplement or modify the list of Proprietary Marks associated with each System.

2.2 As franchisor, Dunkin' Donuts and Baskin-Robbins each have the right to establish "Standards" for various aspects of their respective System that include the location, physical characteristics and operating systems of stores and other concepts; the products that are sold; the qualifications of suppliers; the qualifications, organization and training of franchisees and their personnel; the marketing of products and each brand; and all other things affecting the experience of consumers who patronize each System. We make those Standards available to you in our Manuals and in other forms of communication, which we may update from time to time. Complete uniformity may not be possible or practical throughout each System, and we may from time to time vary Standards as we deem necessary or desirable for the Systems.

2.3. As franchisee, you have the right and responsibility to exercise day-to-day control over your franchised business to meet those Standards, and the heart of each System and this franchise relationship is your commitment to that responsibility. Furthermore, you acknowledge that your commitment is important to us, to you, and to other franchisees in order to promote the goodwill associated with our Systems and Proprietary Marks, and that this Agreement should be interpreted to give full effect to this paragraph.

2.4. Accordingly, for the Term of this Agreement, we grant you the license, and you accept the obligation, to operate a Store (the "Store") within our Systems, using our intellectual property, only in accordance with our Standards and the other terms of this Agreement. This license is non-exclusive and relates solely to the single Store location set forth in the Contract Data Schedule. We retain the right to operate or license others to operate Dunkin' Donuts and Baskin-Robbins stores 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 Store.

2.5 We will maintain a continuing advisory relationship with you, providing such assistance as we deem appropriate regarding the development and operation of the Store. We may require that you

designate a fully-trained person as our primary contact. We will advise on the selection of the Store's site as well as its construction, design, layout, equipment, maintenance, repair and remodeling. We will advise on the training of managers and crew personnel; on marketing and merchandising; on inventory control and record-keeping; and on all aspects of Store operations. In support of our advisory relationship, we will make available to you our then-current Manuals setting out our Standards, together with explanatory policies, procedures and other materials to assist you in complying with those Standards. We shall continue our efforts to maintain high and uniform standards of quality, cleanliness, appearance and service at all Dunkin' Donuts and Baskin-Robbins stores.

### SECTION 3. DEVELOPMENT OF THE STORE

3.0 You agree that the Store and any real estate controlled by you and appurtenant to the Store (the "Premises") must be designed, laid out, constructed, furnished, and equipped to meet our Standards and specifications, and you must satisfy any conditions to our approval of the development. Any deviations from our plans, specifications and requirements must have 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 request, made at any time within one year from the date you begin operating the Store, you must promptly correct any unapproved deviations from our Standards in the development of the Store or Premises. If you lose the use and enjoyment of the premises before the end of the Term, this Agreement will automatically terminate without further notice.

### SECTION 4. TRAINING

4.0 Before the Store opens for business, and from time to time thereafter, we will make various mandatory and optional training programs that we have developed or obtained available to you, your management and other Store personnel. We will conduct training programs, and we may require you to conduct training programs through your own properly certified (by us) trainers or supervisors. These programs may be conducted in a Store 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. Some training programs or systems may require the payment of fees.

4.1 You are responsible for your costs incurred in receiving any training and in conducting your own training, including the cost of any materials and the salaries and travel expenses of yourself, your management, and your employees. In the event that the Store repeatedly fails to meet Standards, in addition to whatever other remedies we may have, we may require you, your management and other Store 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.

4.2 If you are a new franchisee and you are entering the Baskin-Robbins System through the acquisition of an existing location or you need to have additional individuals attend training, you will need to pay the Initial Training Fee set forth in the Contract Data Schedule.

### SECTION 5. FEES, PAYMENTS AND REPORTING OF SALES

5.0 **Initial Franchise Fee**. The amount and timing of payment of the Initial Franchise Fee is specified in the Store Development Agreement ("SDA") relating to the location. If there is no SDA, the amount is specified in the Contract Data Schedule, and payment is due upon the signing of this Agreement, which must occur prior to commencing construction of the Store. 5.1 **Marketing Start-Up Fee**. In connection with the opening of the Store, you agree to undertake promotional activities in the manner and to the extent that we prescribe in accordance with our Standards. We will advise you in writing of the manner and timing of payment of such activities. If we have established a minimum dollar expenditure for your start-up promotional activities, that amount will be set forth on the Contract Data Schedule.

5.2 **Continuing Franchise Fees.** You agree to pay us a Continuing Franchise Fee on or before Thursday of each week, for the seven-day period ending at the close of business on Saturday, twelve days previous. The amount due should be calculated by *multiplying* (a) the Gross Sales of the Store for that seven-day period by (b) 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.

5.3 **Continuing Advertising Fee**. You agree to pay us a Continuing Advertising Fee on or before Thursday of each week, for the seven-day period ending at the close of business on Saturday, twelve days previous. The amount due should be calculated by *multiplying* (a) the Gross Sales of the Store for that seven-day period by (b) the Continuing Advertising Fee percentage stated in the attached Contract Data Schedule. The Continuing Advertising Fee should be paid at the same time and in the same manner as the Continuing Franchise Fee, unless we specify otherwise, in writing.

5.4 **Additional Advertising Fee**. If two-thirds of the Stores in the Designated Market Area ("DMA") in which the Store is located, *or* two-thirds of the stores in the continental United States, vote to support payment of Additional Advertising Fees for, respectively, a market-based or nationally-based program, you agree to pay such fees and your Store will participate in that program. Any Additional Advertising Fees will be used only for the related program voted on by the stores. We will specify the means and manner of payment from time to time, in writing.

5.5 "**Gross Sales**" means all revenue related to the sale of approved products and services through the operation of the Store, but does not include money received for the sale of stored value cards and deposited into a central account maintained for the benefit of each System; taxes collected from customers on behalf of a governmental body; or the sale of approved products to another entity franchised or licensed by us for subsequent resale. All sales are considered to have been made at the time the product is delivered to the purchaser, regardless of timing or form of payment. Revenues lost due to employee theft are not deductible from Gross Sales. Sales made to approved *Dunkin' Donuts* wholesale accounts are included in Gross Sales for purposes of calculating the Continuing Franchise Fee but not the Continuing 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.

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

5.7 **Late Fees, Interest and Costs.** If you are late in paying all or part of a fee due to us, then you must also pay us our then-current late fee and interest on the unpaid amount calculated from the date due until paid at the rate of one and one-half percent (1.5%) per month, or the highest rate allowed by law, whichever is less. You must also pay all collection charges, including reasonable attorneys' fees, incurred by us to collect fees that are due.

5.8 **Electronic Fund Transfer ("EFT")**. You agree to participate in our specified program or procedure for sales reporting and payment of fees that are due, whether it is electronic fund transfer or some successor program. You agree to assume the costs associated with maintaining your capability to

report 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**

6.0 We have established and administer an Advertising and Sales Promotion Fund (the "Fund") for each System, and direct the development of all advertising, marketing and promotional programs for the System. We may use up to twenty percent (20%) of Continuing Advertising Fees but none of Additional Advertising Fees for the administrative expenses of each Fund and for programs designed to increase sales and further develop the reputation and image of each brand. The balance, including any interest earned by each Fund, will be used for advertising and related expenses. The content of all activities of each Fund, including the media selected and employed, as well as the area and stores targeted for such activities, will be determined by us.

6.1 We are not obligated to make expenditures for you that are equivalent or proportionate to your contributions to each Fund, or to ensure that you benefit directly or on a pro rata basis from each Fund's activities. Upon your request, we will provide you with a statement of receipts and disbursements for each Fund that is audited by an independent public accountant, for each fiscal year of the Fund.

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

6.3 If you wish to use any advertising or promotional material that you have prepared or caused to be prepared, then you must submit the material and the proposed use for our prior written approval in advance of any use, and discontinue such use when we require. Our prior written approval may take the form of guidelines.

### SECTION 7. OPERATIONS

7.0 You agree to operate the Store in accordance with all of our Standards, some of which are set forth here. Accordingly, among other things, you agree to:

7.0.1 Keep the Store open and in continuous operation for hours we prescribe, and use the Store and Premises only as a Dunkin' Donuts/Baskin-Robbins business, unless we give written approval to do otherwise;

7.0.2 Install and use only equipment, furnishings, fixtures, and signage that we approve, replace them as we may require, and source them from approved suppliers, of which we may be one;

7.0.3 Install and use a retail information system that we approve and whose information is continuously accessible to us through polling or other direct or remote means that we may specify. Unless we approve in writing, you will be required to use the retail information system approved for the Dunkin' Donuts brand;

7.0.4 Use only supplies, materials, and other items that we approve, and source them from approved suppliers, of which we may be one;

7.0.5 Sell only approved products, source same from suppliers that we approve, of which we may be one, and maintain a sufficient supply of all approved products to meet customer demands at all times, unless you receive our written approval to do otherwise;

7.0.5.1 You will place orders with us or our designated supplier at such times and in such manner as we or our designated supplier prescribes from time to time. You will provide us or our designated supplier with a means of access to the Store's frozen storage facility for delivery in accordance with regular route schedules as we or our designated supplier prescribes from time to time. We or our designated supplier may refuse to process orders or impose a reasonable late or additional delivery charge for orders that are not placed timely.

7.0.6 Hire employees of good character, and maintain a sufficient number of properly trained managers and employees to render quick, competent and courteous service to Store customers in accordance with our Standards;

7.0.7 Use only employees that have literacy and fluency in the English language sufficient, in our opinion, to adequately communicate with customers if their duties include customer service;

7.0.8 Comply with all of our requirements relating to health, safety and sanitation;

7.0.9 Sell any products to a third party for subsequent resale only with our prior written approval; and

7.0.10 Keep our confidential Manuals up-to-date and accessible in the Store, and make them available only to those of your employees who need access to them in order to operate the franchised business.

7.1 **Obey All Laws**. You agree to comply with all civil and criminal laws, ordinances, rules, regulations and orders of public authorities pertaining to the occupancy, operation and maintenance of the Store and Premises, including those relating to health, safety, sanitation, employment, environmental regulation, public access and taxation.

7.2 **Right of Inspection**. You agree that our employees and agents have the right to enter the Store 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 photograph or video any part of the Store. We may select ingredients, products, supplies, equipment and other items from the Store to evaluate whether they comply with our Standards. We may require you to immediately remove non-conforming items at your expense, and we may remove them at your expense if you do not remove them upon request.

7.3 **Determination of Prices**. Except as we may be permitted by law to require a particular price, you are free to determine the prices you charge for the products you sell.

7.4 **Conditions of Employment**. You are solely responsible for all employment decisions, including hiring, promoting, discharging, and setting wages and terms of employment.

7.5 **Suppliers**. We have the right to approve or disapprove any supplier to your Store or to each System. 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.

7.6 **Complaints.** You must submit to us copies of any customer complaints relating to the Store or Premises. You must 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 Store or Premises. We will specify from time to time the manner of submission of this information to us.

### SECTION 8. REPAIRS, MAINTENANCE, REFURBISHMENT AND REMODEL

8.0 **Repairs and Maintenance**: You agree to continuously maintain the Store and Premises, including all fixtures, furnishings, signs and equipment, in the degree of cleanliness, orderliness, sanitation and repair, as prescribed by our Standards. You agree to make needed repairs (and replacements) to the Store and Premises, including all fixtures, furnishings, signs and equipment, on an ongoing basis to ensure that your use and occupancy of the Store and Premises conform to our Standards at all times. You are responsible for the costs associated with maintenance, repairs and replacements, alterations and additions.

8.1 **Refurbishment and Remodel**: No later than the Refurbishment Dates described in the Contract Data Schedule, you must refurbish the Store in accordance with our then-current Standards. No later than the Remodel Dates described in the Contract Data Schedule, you must remodel the Store in accordance with our then-current remodeling Standards, including those relating to fixtures, furnishings, signs and equipment. You are responsible for the costs of Refurbishments and Remodels.

8.2 You may not defer your ongoing obligation to maintain, repair and replace because of a forthcoming refurbishment or remodel.

### **SECTION 9. PROPRIETARY MARKS**

9.0 You agree to use only the Proprietary Marks we designate and in the manner that we approve. You may use and display such Proprietary Marks only in connection with the operation of the Store and in compliance with our Standards.

9.1 You may not use the Proprietary Marks to advertise or sell products or services through the mail or by any electronic or other medium, including the Internet, without our prior written approval. Our right of approval of any Internet usage of our Proprietary Marks includes approval of the domain names and Internet addresses, website materials and content, and all links to other sites. We have the sole right to establish an Internet "home page" using any of the Proprietary Marks, and to regulate the establishment and use of linked home pages by our franchisees.

9.2 You agree not to use the Proprietary Marks or the names "Dunkin' Donuts", "Dunkin'", "DD", "Dunk", "Baskin-Robbins", "Baskin", "BR", "31 Flavors", or anything confusingly similar as part of your corporate or other legal name, or as part of any e-mail address, domain name, 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.

9.3 You have no rights in the Proprietary Marks or our Systems other than those explicitly granted in this Agreement, and you may not sublicense the Proprietary Marks.

9.4 You agree to notify us promptly of any litigation relating to the Proprietary Marks. In the event we undertake the defense or prosecution of any such litigation, you agree to execute any and all documents and do such acts and things as may be necessary, in the opinion of our counsel, to carry out such defense or prosecution.

#### **SECTION 10. RESTRICTIVE COVENANTS**

10.0 You acknowledge that as our franchisee, you will receive specialized training, including operations training, in each System that is beyond your present skills and those of your managers and employees. You further acknowledge that you will receive access to our confidential and proprietary information, including methods, practices and products, which will provide a competitive advantage to you. As a condition of training you, sharing our confidential and proprietary information with you and granting you a license to operate the Store within each System and use our intellectual property, we require the following covenants in order to protect our legitimate business interests and the interests of other franchisees in the Dunkin' Donuts and Baskin-Robbins Systems:

10.1 During the term of this Agreement, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may have a direct or indirect interest in, perform any activities for, provide any assistance to, sell any approved products to, or receive any financial or other benefit from any business or venture that sells products that are the same as or substantially similar to those sold in Dunkin' Donuts or Baskin-Robbins stores, except for other Dunkin' Donuts or Baskin-Robbins stores that we franchise to you; divert or attempt to divert any Dunkin' Donuts or Baskin-Robbins business or customer away from the Store or either System; oppose the issuance of a building permit, zoning variance or other governmental approval required for the development of another Dunkin' Donuts or Baskin-Robbins store; or perform any act injurious or prejudicial to the goodwill associated with the Proprietary Marks or Systems.

10.2 For the first twenty-four months following the expiration or termination of this Agreement or transfer of an interest in the franchised business (the "Post-Term Period), neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may have any direct or indirect interest in, perform any activities for, provide any assistance to or receive any financial or other benefit from any business or venture that sells products that are the same as or substantially similar to those sold in Dunkin' Donuts or Baskin-Robbins stores and located within **five (5) miles** from the Store or any other Dunkin' Donuts or Baskin-Robbins store that is open or under development. The restriction in the previous sentence does not apply to your ownership of less than two percent (2%) of a company whose shares are listed and traded on a national or regional securities exchange. The Post-Term Period begins to run upon your compliance with all of your obligations in this Section.

10.3 During the term of this Agreement and at any time thereafter, neither you nor any shareholder, member, partner, officer, director or guarantor of yours, or any person or entity who is in active concert or participation with you or who has a direct or indirect beneficial interest in the franchised business, may contest, or assist others in contesting, the validity or ownership of the Proprietary Marks in any jurisdiction; register, apply to register, or otherwise seek to use or in any way control the Proprietary Marks or any confusingly similar form or variation of the Proprietary Marks; or reproduce, communicate or share any Confidential Information with anyone, or use for the benefit of anyone, except in carrying out your obligations under this Agreement.

10.4 You agree that a breach of the covenants contained in this Section 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 determines that, strictly applied, it would be invalid or unenforceable, then the time, geographical area and scope of activity

restrained shall be deemed modified to the minimum extent necessary such that the restrictions in the Section will be valid and enforceable.

10.5 For purposes of this Agreement, the term "Confidential Information" means information relating to us or the Dunkin' Donuts or Baskin-Robbins Systems that is not generally available to the public, including Manuals, recipes, products, other trade secrets and all other information and know-how relating to the methods of developing, operating and marketing the Store and each System. You must use best efforts to protect the Confidential Information.

10.6 If franchisee is a legal entity, such entity's organizing documents shall provide that its purpose is limited to owning and operating the Store and other Dunkin' Donuts and Baskin-Robbins stores that we franchise to you, unless we otherwise agree in writing,

10.7 We have the non-exclusive right to use and incorporate into each System all modifications, changes, and improvements developed or discovered by your employees, agents or you in connection with the franchised business, without any liability or obligation to your employees, agents or you.

### SECTION 11. MAINTENANCE AND SUBMISSION OF BOOKS, RECORDS AND REPORTS

11.0 You are required to keep business records in the manner and for the time required by law, and in accordance with generally accepted accounting principles. You are required to keep any additional business records that we specify from time to time, in the manner and for the time we specify. All records must be in English, and whether on paper or in an electronic form, must be capable of being reviewed by us without special hardware or software. You must retain copies of each state and federal tax return for the franchised business for a period of five years.

11.1 You must submit profit and loss statements to us on a monthly basis, and balance sheets for your fiscal half-year and year-end, all in the format and by the means that we specify from time to time. If we specify additional records for periodic reporting, you agree to submit those records as required.

11.2 Within fifteen days from our request and at our option you agree to (a) photocopy and deliver to us those required records that we specify, or (b) at a location acceptable to us, provide us access to any required records that we specify for examination and photocopying by us. You agree to grant us the 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 we believe that intentional underreporting of Gross Sales may have occurred, then upon request, you and any signatory and guarantor of this Agreement must provide us with personal federal and state tax returns and personal bank statements for the periods requested.

11.3 We will keep any records you provide us confidential, but we may release information to any person entitled to it under any lease, to a prospective transferee of the Store, in connection with anonymous general information disseminated to our franchisees and prospective franchisees, in the formulation of plans and policies in the interest of each System, or if required by law or any legal proceeding.

### **SECTION 12. INSURANCE**

12.0 Prior to opening or operating the Store for business, and prior to constructing the Store in the event you are developing the Store, you agree to acquire insurance coverage of the type and in the amounts required by law, by any lease or sublease, and by us, as prescribed in our Standards. You must maintain such coverage in full force and effect throughout the duration of this Agreement. We have the right to

change requirements from time to time. All insurance must be placed with insurance companies rated at least B+ by A.M. Best, or the equivalent. At our request, you must provide us with proof of required insurance coverages.

12.1 We and any affiliated party 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 days prior written notice to all named insureds. Policies may not be limited in any way by reason of any insurance that we (or any named party) may maintain. Upon our request, you must produce proof that you currently have the insurance coverage described in this Agreement, with all of the aforementioned provisions. In the event that such insurance coverage is not in effect, we have the right to purchase the necessary coverage for the Store at your expense and to bill you for any premiums.

12.2 Both you and we waive any and all rights of recovery against each other and our respective officers, employees, agents, and representatives, for damage to the waiving party or for loss of its property or the property of others under its control, to the extent that the loss or damage is covered by insurance. To obtain the benefit of our waiver, you must have the required insurance coverage in effect. When you are obtaining the policies of insurance required by this subsection, you must give notice to your insurance carriers that the above mutual waiver of subrogation is contained in this Agreement. This obligation to maintain insurance is separate and distinct from your obligation to indemnify us under the provisions of Section 14.9.

# **SECTION 13. TRANSFERS**

13.0 **Transfer by Us**: This Agreement inures to the benefit of our successors and assigns, and we may assign our rights to any person or entity that agrees in writing to assume all of our obligations. Upon transfer, we will have no further obligation under this Agreement, except for any accrued liabilities.

13.1 **Transfer by You**: We entered into this Agreement based on the qualifications of your owners and you. Any direct or indirect transfer of interest in this Agreement requires our prior written consent, which we will not unreasonably withhold. We may withhold consent if a proposed transferee does not meet our then-current criteria, if you have not satisfied all of your outstanding obligations to us, if the Store and Premises are not in compliance with our Standards, or if we believe that the sale price of the interest to be conveyed is so high, or the terms of sale so onerous, that it is likely the transferee would be unable to properly operate, maintain, upgrade and promote the Store and meet all financial and other obligations to us and to third parties. At the time of transfer, you and all of your shareholders, partners and members must execute a general release of us and our parent and affiliates, in our then-current standard form. If after an approved transfer, a shareholder, member or partner no longer has an interest in the franchised business, then such party is relieved of further obligations to us under the terms of this Agreement, except for money obligations through the date of transfer and obligations under Section 10.

13.2 **Transfer Fee.** At transfer, you must pay us a Transfer Fee as follows, whether or not we exercise our rights in Section 13.4:

13.2.1 If you have not operated the Store for at least three full years before the transfer occurs, then the Transfer Fee will be the greater of: (i) thirteen thousand five hundred dollars (\$13,500); or (ii) five percent (5%) of the Adjusted Sales Price of the Store. "Adjusted Sales Price" means the total consideration to be received by you upon transfer of the Store, less the amount, if any, you paid for the Store, when purchased as an ongoing business from another franchisee or from us. No adjustment shall be made for amounts paid in connection with the development of a new Store. The Adjusted Sales Price includes consideration in any form (including without limitation a covenant not to compete or personal

services contract), however designated, and excludes only amounts reasonably allocated to land and building if owned by you. For purposes of determining the correct Transfer Fee, we reserve the right to reallocate amounts you have allocated to the various assets if, in our opinion, the allocation is unreasonable in relation to the value of the business.

13.2.2 If the transfer occurs after the third full year of operation, you will pay the Transfer Fee stated below. 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 Store's sales during the trailing twelve 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

13.2.3 In lieu of the Transfer Fee, we will only charge our then-current Fixed Documentation Fee if the original signatories to the Franchise Agreement retain more than fifty percent (50%) of the shares after the transfer, or if all of the interests transfer to the spouse(s) or children of the original signatories or to beneficiaries or heirs of an owner who dies or becomes mentally incapacitated.

13.3 **Transfer on Death**: Within six months from the death of you or any of your owner(s) 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 twelve months from such individual's death, and is subject to our prior written consent in accordance with this Section. This Agreement shall automatically terminate if the transfer has not occurred within twelve months, unless we grant an extension in writing.

13.4 **Right of First Refusal**: We have a right of first refusal to be the purchaser in the event of any proposed direct or indirect sale of interest in this Agreement, under the same terms and conditions contained in the offer or purchase and sale document. Only one franchisor will exercise the right of first refusal. As between the two franchisors, the brand that generated the most sales at the Store in the twelve months preceding receipt of the offer or purchase and sale document will have the right to exercise the right of first refusal as to both brands. You must provide us with a fully-executed copy of any offer or purchase and sale documents) for the sale, and we will have sixty days from our receipt to notify you whether we are exercising our right. We may purchase the interest ourselves or assign our right without recourse to a nominee who will purchase the interest directly from you. In the event you modify the offer or terms of sale in any way, you must resubmit the modified offer or purchase and sale document, as modified, and we will again have sixty days to exercise the right of first refusal.

# SECTION 14. DEFAULT AND REMEDIES

14.0 You will be in default under this Agreement under the following conditions:

14.0.1 You breach an obligation under this Agreement, or an obligation under another agreement, which agreement is necessary to the operation of the Store.

14.0.2 You file a petition in bankruptcy, are adjudicated a bankrupt, or a petition is filed against you and is either consented to by you or not dismissed within thirty days; or you become insolvent or make an assignment for the benefit of creditors; or a bill in equity or other proceeding for the appointment of a receiver or other custodian for your business assets is filed and is either consented to by you or not dismissed within thirty days; or a receiver or other custodian for your business assets is filed and is either consented to by you or not dismissed within thirty days; or a receiver or other custodian is appointed for your business or business assets; or proceedings for composition with creditors is filed by or against you; or if your real or personal property is sold at levy.

14.0.3 You or your owners commit a felony or crime involving moral turpitude, or any other crime or offense that is injurious to either System or the goodwill enjoyed by our Proprietary Marks, regardless of whether you are prosecuted or convicted.

14.0.4 You or your owners commit a fraud upon us or a third party relating to a business franchised or licensed by us.

14.0.5 You use or permit the use of any business franchised or licensed by us, including the Store or Premises, for an unauthorized purpose.

14.0.6 We terminate any other franchise agreement with you or any affiliated entity by reason of a default under sections 14.0.3, 14.0.4 or 14.0.5.

14.1 You will have the following opportunities to cure a default under this Agreement.

14.1.1 **Thirty-Day Cure Period**. Except as otherwise provided, you must cure any default under this Agreement within thirty days after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.2 **Seven-Day Cure Period**. If you do not pay the money owed to us or the Advertising Fund when due, or if you fail to maintain the insurance coverage required by this Agreement, you must cure that default within seven days after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.3 **Twenty-Four Hour Cure Period**. If you violate any law, regulation, order or Standard relating to health, sanitation or safety, or if you cease to operate the store for a period of forty-eight hours without our prior written consent, you must cure that default within twenty-four hours after delivery of notice of default to you in our then-standard form or forms of communication.

14.1.4 **Cure on Demand**. You must destroy any product or cure any situation that, in our opinion, poses an imminent risk to public health and safety, at the time we demand you do so.

14.2 **No Cure Period**. No cure period will be available if you are in default under paragraphs 14.0.2 through 14.0.6; if you abandon the Store; if you intentionally under-report Gross Sales or otherwise commit an act of fraud with respect to your acquisition or performance of this Agreement; or if your lease for the Store is terminated. In addition, no cure period will be available for any default if you already have received three or more previous notices-to-cure for the same or a substantially similar default (whether or not you have cured the default), within the immediately preceding twelve-month period.

14.3 **Statutory Cure Period**. If a default is curable under this Agreement, and the applicable law in the state in which the premises is located requires a longer cure period than that specified in this Agreement, the longer period will apply.

14.4 In addition to all the remedies provided at law or by statute for the breach of this Agreement, we also have the following remedies:

14.4.1 If we believe a condition of the Premises or of any product poses a threat to the health or safety of your customers, employees or other persons, we have the right to take such action as we deem necessary to protect these persons, and the goodwill enjoyed by our Proprietary Marks and Systems. Such actions may include any or all of the following: we may require you to immediately close and suspend operation of the Store and correct such conditions; we may immediately remove or destroy any products that we suspect are contaminated; and, if you fail to correct a hazardous condition on demand, and within a reasonable time, we and contractors we hire may enter the Store without being guilty of, or liable for, trespass or tort, and correct the condition. You are solely responsible for all losses or expenses incurred in complying with the provisions of this subsection. Further, if you should discover a hazardous condition as described above, you agree to notify us immediately.

14.4.2 If after proper notice and opportunity to cure, you have not complied with a Standard involving the condition of the Store, including maintenance, repair, and cleanliness, we and contractors we hire may enter the Store without being guilty of, or liable for, trespass or tort, and correct the condition at your expense.

14.4.3 If you are repeatedly in default of 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.

14.4.4 You will pay to us all costs and expenses, including reasonable payroll and travel expenses for our employees, and reasonable investigation and attorneys' fees, incurred by us in enforcing any provisions of this Agreement.

14.5 Because of the importance of your compliance with Standards to protect our Systems, other franchisees, 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 insufficient remedy for a breach of our Standards. 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, we must show only that the Standard in issue was adopted in good faith, that it is a Standard of general applicability in that DMA or "region" (as that term is defined by us), and that you are violating or are about to violate that Standard. A Standard of general applicability is one that applies to all franchisees in the DMA or region, or throughout the Dunkin' Donuts and Baskin-Robbins Systems.

14.6 **Termination and Expiration**. If you commit a default referenced in section 14.2 or if you fail to timely cure any default that may be cured, we may terminate this Agreement. Termination will be effective immediately upon receipt of a written notice of termination unless a notice period is required by law, in which case that notice period will apply. Upon termination or expiration of this Agreement, you no longer have any rights granted by this Agreement. If we suffer your continued operation of the Store while we seek judicial enforcement of our election to terminate, conducting business as if the Agreement had not been terminated in order to preserve the reputation of our Systems and goodwill associated with the Proprietary Marks, our adherence to the judicial process is neither a waiver of our election to terminate nor an extension of the termination date.

14.7 In the event of termination or expiration of this Agreement:

14.7.1 You must pay all monies owed under this Agreement, including any fees and interest, within ten days.

14.7.2 You must immediately cease operation of the Store and no longer represent yourself to the public as our franchisee.

14.7.3 You must immediately cease all use of our Proprietary Marks, trade secrets, confidential information, and manuals, and cease to participate directly or indirectly in the use or benefits of our System.

14.7.4 You must, within ten days, return all originals and copies of our operating manuals, plans, specifications, and all other materials of ours in your possession relating to the operation of the Store, all of which you acknowledge to be our property. The remaining materials are your property.

14.7.5 Upon our request within thirty days from the date of termination due to default, you agree to sell to us any or all of the furniture, fixtures, and equipment at its then-current fair market value, less any indebtedness on the equipment, and indebtedness to us;

14.7.6 Upon our request within thirty days from the date of termination or expiration, you must assign to us any leasehold interest you have in the Store and Premises or any other agreement related to the Premises.

14.7.7 Upon our request within thirty days from the date of termination due to default or expiration, you must remove from the Store and Premises and return to us all indicia of our Proprietary Marks. Further, you must make such modifications or alterations to the Store and Premises as we require in accordance with our Standards to distinguish the Store and Premises from the premises of other stores in the System. You must also disconnect any telephone listings that contain our name, and withdraw any fictitious name 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 section. In the event you fail or refuse to comply with the requirements of this section, we have the right to enter upon the Premises, without being guilty of trespass or any other tort, for the purpose of making such changes as may be required, at your expense, which you agree to pay upon demand.

14.8 You agree that the existence of any claims against us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by us of any provision of this Agreement

14.9 **Indemnification.** You will indemnify and hold us, our parent, subsidiaries and affiliates, including our and their respective members, officers, directors, employees, agents, successors and assigns, harmless from all claims related in any way to your operation, possession or ownership of the Store or the Premises, or any debt or obligation of yours. This indemnification covers all fees (including reasonable attorneys' fees), costs and other expenses incurred by us or on our behalf in the defense of any claims, and shall not be limited by the amount of insurance required under this Agreement. Our right to indemnity shall be valid notwithstanding that joint or concurrent liability may be imposed on us by statute, ordinance, regulation or other law. We will notify you of any claims covered by this paragraph, and you shall have the opportunity to assume the defense of the matter. We shall have the right to participate in any defense that is assumed by you, at our own cost and expense. No settlement of any claim against us shall be made without our prior written consent if we would be subjected to any liability not covered by you or your insurer.

# **SECTION 15. DISPUTE RESOLUTION**

15.0 **Waiver of Rights**: Both we and you waive and agree not to include in any pleading or arbitration demand: class action claims; demand for trial by jury; claims for lost profits; or claims for punitive, multiple, or exemplary damages. If any pleading is filed that contains any of these claims or a jury demand, or if a court determines that all or any part of the waivers are ineffective, then the pleading shall be dismissed with prejudice, leaving the pleading party to its arbitration remedy. No claim by either of us can be consolidated with the claims of any other party. If such claims and demands cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.

15.1 **Arbitration**: Either of us, as plaintiff, may choose to submit a dispute to a court or to arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (or another nationally established arbitration association acceptable to you and us) and under the Federal Rules of Evidence. The plaintiff's election to arbitrate or to submit the dispute to the court system is binding on the parties, except that we shall have the option to submit to a court any of the following actions: to collect fees due under this Agreement; for injunctive relief; to protect our intellectual property, including Proprietary Marks; and to terminate this Agreement for a default. For any arbitration award and the decision on any appeal will be conclusive and binding on the parties. Actions to enforce an express obligation to pay money may be brought under the Expedited Procedures of the AAA's Commercial Arbitration Rules. The place of arbitration shall be in the state in which the Store is located. The Federal Arbitration Act shall govern, excluding all state arbitration law. Massachusetts's law shall govern all other issues. Arbitration must be commenced within two years after discovery of facts giving rise to the claim.

15.2 **Scope of Arbitration**: Disputes concerning the validity or scope of this Section, including whether a dispute is subject to arbitration, are beyond the authority of the arbitrator(s) and shall be determined by a court of competent jurisdiction pursuant to the Federal Arbitration Act, 9 U.S.C. §1 <u>et seq</u>., as amended from time to time. The provisions of this Section shall continue in full force and effect subsequent to any expiration or termination of this Agreement.

15.3 **Appeals**: Either of us may appeal the final award of the arbitrator(s) to the appropriate U.S. District Court. The Court's review of the arbitrator's findings of fact shall be under the clearly erroneous standard, and the Court's review of all legal rulings shall be *de novo*. If it is determined that this provision for federal court review is not enforceable, then either party may appeal the arbitrator's final award to a panel of three arbitrators chosen under AAA procedures, employing the same standards of review stated immediately above.

# **SECTION 16. MISCELLANEOUS**

16.0 If you directly or indirectly acquire ownership or control of the Premises, you must promptly give us written notice of such ownership or control and execute our then-standard agreement giving us the option to lease the Premises from you if you default under this Agreement or under any lease relating to the Store or Premises. The lease will be for the then-remaining term of this Agreement, including any extension or renewal, at "triple-net" fair market value rent for comparable Dunkin' Donuts/Baskin-Robbins locations with arms-length leases. If the parties cannot agree on the fair market value, they will consult a mutually-acceptable real estate professional.

16.1 You are an independent contractor of ours and not our agent, partner or joint venturer. Neither party has the power to bind the other. Nothing in this Agreement contemplates a fiduciary relationship. Neither party is liable for any act, omission, debt or any other obligation of the other, and you and we agree to indemnify and save each other harmless from any such claim and the cost of defending such claim.

16.2 Our waiver of your breach of any term of this Agreement applies only to that one breach and that one term, and not to any subsequent breach of any term. Acceptance by us of any payments due under this Agreement shall not be deemed to be a waiver by us of any preceding breach by you of any term. If we accept payments from any person or entity other than you, such payments will be deemed made by such person as your agent and not as your successor or assignee. In our sole discretion, we may waive or modify any obligation of other franchisees under agreements similar to this Agreement, without any obligation to grant a similar waiver or modification to you. If, for any reason, any provision of this Agreement is determined to be invalid or to conflict with an existing or future law, then the remaining provisions will continue to bind the parties and the invalid or conflicting provision will be deemed not to be a part of this Agreement.

16.3 The parties' rights and remedies are cumulative. Neither you nor your successor may create or assert any security interest or lien in this Agreement, without our prior written approval. You represent and warrant that you have established your operating agreement, by-laws or partnership agreement in accordance with the requirements of this Agreement. In the event of any conflict between a provision in this Agreement and a provision in your operating agreement, by-laws or partnership agreement, the provision of this Agreement will control.

16.4 Captions, paragraph designations and section or subsection headings are included in this Agreement for convenience only, and in no way define or limit the scope or intent of the provisions. Wherever we use the word "including", it means "including but not limited to."

16.5 **Notices**. All notices shall be sent by prepaid private courier or certified mail to the addresses set forth in the Contract Data Schedule, or to such other addresses as you and we provide each other in writing. All notices to us shall be sent to "Attention: Legal Department."

16.6 This Agreement and the documents referred to herein shall be the entire, full and complete agreement between you and us concerning the subject matter of this Agreement, which supersedes all prior agreements. This Agreement is made in the Commonwealth of Massachusetts, USA, and shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts. This Agreement may be executed in multiple counter-parts, and may only be modified in a writing signed by you and us.

16.7 Your success in this business is speculative and depends, to an important extent, upon your ability as an independent business owner. We do not represent or warrant that the Store will achieve a certain level of sales or be profitable, notwithstanding our approval of the location. By your signature below, you acknowledge that you have entered into this Agreement after making an independent investigation of the Dunkin' Donuts and Baskin-Robbins Systems. You acknowledge receiving a copy of this Agreement and any attachments and related agreements at least five business days prior to the date you sign this Agreement.

16.8 This Agreement grants you rights with respect to the Dunkin' Donuts and Baskin-Robbins brands. We have the right, at any time, to require you to execute and deliver separate contracts for each brand, each containing all of the terms of this Agreement pertaining to such brand. You agree to execute and return such replacement contracts to us within thirty (30) days after receipt thereof. If you fail to do so, we have the right to execute such instruments on your behalf and deliver a copy to you.

Intending to be legally bound hereby, the parties have duly executed and delivered this Agreement in duplicate, as of the date and year first written above. You hereby acknowledge receipt of this Franchise Agreement, including any addenda referenced in Item J, at least seven (7) calendar days (or such longer period as is required by state law) days prior to the date hereof. You further acknowledge having carefully read this agreement in its entirety, including all addenda identified above and the Personal Guarantee below (if applicable).

# DUNKIN' DONUTS FRANCHISING LLC BASKIN-ROBBINS FRANCHISING LLC

D			
By:			

Assistant Secretary

This Agreement is not binding upon the above entity(ies) until executed by an authorized representative.

YOU ACKNOWLEDGE SECTION 15 OF THE TERMS & CONDITIONS, WHICH PROVIDES FOR YOUR EXPRESS WAIVER OF RIGHTS TO A JURY TRIAL, TO PARTICIPATE IN CLASS ACTION LAWSUITS, TO OBTAIN PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, AND TO BRING ANY CLAIM OR ACTION LATER THAN TWO YEARS AFTER THE DISCOVERY OF THE FACTS GIVING RISE TO SUCH CLAIM OR ACTION.

WITNESS/ATTEST:

FRANCHISEE Entity

\_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_\_

Print Name: \_\_\_\_\_

# PERSONAL GUARANTEE BY SHAREHOLDERS OF A CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY

The undersigned, represent and warrant that they constitute [check whichever statement applies]

- [ ] the shareholders of one hundred percent (100%) of the originally issued and outstanding capital stock of the above Franchisee, a corporation
- [ ] one hundred percent (100%) of the members of the above Franchisee limited liability company ("LLC")

organized under the laws of the state of \_\_\_\_\_\_\_. Waiving demand and notice, the undersigned hereby, jointly and severally, personally guarantee the full payment of Franchisee's money obligations under Section 5 and the performance of all of the Franchisee's other obligations under this Franchise Agreement, including, without limitation, Section 10 in its entirety relative to the restrictions on activities. The undersigned personally agree that the Franchise Agreement shall be binding upon each of them personally. The undersigned, jointly and severally, agree that Dunkin' Donuts and Baskin-Robbins may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment of Franchisee's money obligations under paragraph 5; (b) modify, with the consent of Franchisee, Franchisee's money or other obligations under this Agreement; and (c) settle, waive or compromise any claim that Dunkin' Donuts and Baskin-Robbins have against Franchisee or any or all of the undersigned, all without in any way affecting this personal guarantee, which is intended to take effect as a sealed instrument.

Print Name:	Witness	, individually
Print Name:	Witness	, individually
Print Name:	Witness	, individually
Print Name:	Witness	, individually

PC # \_\_\_\_\_ City and State

FRANCHISEE:

# YOUR CERTIFICATION TO US

BY SIGNING BELOW, YOU ACKNOWLEDGE RECEIPT OF OUR FRANCHISE DISCLOSURE DOCUMENT. DESCRIBE BELOW ALL PROMISES AND REPRESENTATIONS THAT WE MADE TO YOU THAT ARE NOT EXPRESSLY CONTAINED IN THE FRANCHISE AGREEMENT OR FEDERAL DISCLOSURE DOCUMENT BUT WHICH INFLUENCED YOUR DECISION TO SIGN THIS FRANCHISE AGREEMENT.

If the answer is "none," please write "NONE" below.

Your completion of this page is a material inducement for us to grant you this Franchise. If you fail to complete, sign and deliver this Certification page to us along with the Franchise Agreement, we will not counter-execute the Franchise Agreement or may void the Franchise Agreement if it already has been counter-executed.

YOU HEREBY CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE and that you had the opportunity to obtain the advice of an attorney.

The date of the Certification shall be the date on the Franchise Agreement.

Witness/Attest:			
		By:	
Print Name:	Witness		, individually
Print Name:	Witness		, individually
Print Name:	Witness		, individually
Print Name:	Witness		, individually

### **ADDENDUM TO STORE DEVELOPMENT AGREEMENT**

and

### **ADDENDUM TO FRANCHISE AGREEMENT**

#### Introduction:

The following provisions are hereby incorporated into the Store Development Agreement ("SDA") and each Franchise Agreement entered into pursuant to the SDA. These provisions both supplement and modify those agreements in respect of the obligations imposed and benefits received by each party. For the sake of convenience, the Licensor/Franchisor is referred to in this Addendum simply as "Franchisor." The Developer/Franchisee is referred to in this Addendum as "Franchisee." In the event of any conflict between a provision in this Addendum and a provision in the SDA or Franchise Agreement, the provision in this Addendum shall control.

1. Store Assessment. Franchisor reserves the right to require Franchisee to conduct periodic assessments. Upon Franchisor's written direction, Franchisee shall engage one or more vendors that Franchisor has approved in writing in order to conduct periodic assessments of store food safety systems and operations ("Assessments") at Franchisee's store(s). The Franchisor's standards for these Assessments, what must be done and how often, will be set out in its Operations Manuals or otherwise in writing. The costs for these periodic Assessments shall be borne by Franchisee, but Franchisee shall not be required to spend more than \$2,500 per year per store (as that figure will be adjusted for inflation). (The figure shall be adjusted at the beginning of each calendar year based upon the percentage change in the Consumer Price Index for All Urban Customers - All Items - U.S. City Average published by the United States Department of Labor, Bureau of Statistics (1967=100) ("CPI").) Franchisee shall also bear the cost of any supplemental inspections that are necessitated by any failure to meet standards. Either Franchisor or Franchisee can have additional Assessments conducted at its own cost. The results of all Assessments will be communicated to Franchisor in the manner specified in Franchisor's standards as contained in its Operations Manuals or otherwise in writing. Franchisor shall be responsible for training and calibrating the vendors and determining their competence and objectivity. Franchisor may establish criteria by which highly qualified operators will not be required to outsource some or all of the Assessments, and may "self-assess" with appropriate support from Franchisor.

2. Additional Equipment. As provided in the franchise agreement, Franchisor has the right to specify all equipment to be used in connection with store operations. Franchisor reserves the right to require Franchisee to purchase additional equipment as part of the equipment package for each store. At Franchisor's direction, Franchisee must purchase, install and operate an approved POS system that is capable of being remotely polled by Franchisor using electronic means, and integrated with an approved camera system that is web-accessible by both Franchisee and Franchisor, all in accordance with Franchisor's then-current standards as contained in its manuals for each store. Franchisee will take all necessary steps to assure Franchisor's access to the polling data and video images. Franchisee shall bear its costs of meeting the requirements of this Section 2. The integrated system will provide real-time information and a record regarding store operations, promoting an effective advisory relationship between Franchisor and Franchisee.

3. **Advisory Relationship**. Each store's operational performance shall be reviewed periodically by Franchisor and Franchisee's designees by means of meetings and conference calls. The review will include information gathered by means of vendor Assessments, the integrated POS and video system, and other sources. The frequency and type of review will be in accordance with Franchisor's standards and the needs of the Franchisee. Franchisor may require additional meetings and discussions if it believes they are necessary or appropriate. In the first year the store is open, the meetings will be quarterly and the conference calls monthly. After the first year of a store's operation, Franchisor and Franchisee may establish a revised schedule so long as it complies with this paragraph.

4. **Training.** "Large Area Developers", franchisees who will be developing a network of 20 or more stores within a 3 to 5 year period, must have the following people successfully complete our standard training requirements: the person with operational responsibilities within the franchisee entity (e.g., Franchisee, V.P. or Director of Operations), the store manager, the training manager and the general/district manager for each location. Franchisor shall provide the training course at its expense; and Franchisee shall bear all other costs (such as travel, lodging, meals, and employee wages and expenses).

**5. Effect.** Except as specifically provided above, the terms of the SDA and Franchise Agreements are unaffected by the terms of this Addendum. The parties acknowledge and agree that this Addendum is subject, in all respects, to the other provisions of the SDA and Franchise Agreements. Additionally, the parties agree that in deciding whether to enter into this Addendum, they are relying only on the words of this Addendum and not on any other prior communication between the parties. The provisions of this Addendum apply only to the SDA and Franchise Agreements entered into between Franchisor and Franchisee, and are not meant to confer rights on any other party.

\*\*\*\*\*

# Security Agreement

Secured Party:			Deb	otor:		
The CIT (	Group/Equij	oment Financing	, Inc.			
Address				Address		
<u>Tempe</u> City	AZ	85285 State	Zip Code	City	State	Zip Code

### Approximate Equipment Purchase Price ("Purchase Price") \$

### **Outside Delivery Date :**

### Interim Interest Rate

\_\_\_\_\_% in excess of the "governing rate," but in no event greater than the highest rate permitted by relevant law in effect from time to time during the term of this Security Agreement. "Governing rate" shall mean a rate equal to the highest of (i) the Prime Rate of The **C**hase Manhattan Bank or (ii) "The Wall Street Journal Prime Rate" or (iii) the commercial paper rate in effect from time to time. Interest shall be computed on the basis of a year of 360 days. The Prime Rate of The Chase Manhattan Bank shall mean the rate of interest publicly announced by The Chase Manhattan Bank in New York from time to time as its Prime Rate. The Prime Rate of The Chase Manhattan Bank is not intended to be the lowest rate of interest charged by The Chase Manhattan Bank to its borrowers. "The Wall Street Journal Prime Rate" shall mean the Prime Rate listed by the Wall Street Journal. If more than one Prime Rate is listed in the Wall Street Journal, then the highest rate shall apply. "Commercial paper rate" shall mean the average rate quoted by the Wall Street Journal or such other source as Secured Party may determine for 30-day dealer commercial paper.

### **Amortization Period Interest Rate**

The rate of interest per annum for the loan shall equal the Treasury Yield (as defined below) plus %, rounded up to the nearest 1/8 of 1%. Debtor further agrees to execute appropriate documentation to fix the interest rate and amend the payment terms and amounts due under the above referenced Security Agreement. The Treasury Yield shall mean the yield, as published in The Wall Street Journal on the day the final progress payment advance is completed as evidenced by an executed Delivery & Installation Certificate (or if such day is not a day on which The Wall Street Journal is published, then on the previous day), of the United States Treasury fixed rate security, maturing in the same month and year as the date of the last monthly payment due. In the event that more than one such security is listed, then the Treasury Yield shall equal the highest of such yields. In the event that no such security is listed for such month, then the Treasury Yield shall equal the highest of such securities maturing in the month or months closest to such month.

**Equipment Description** - All furniture, fixtures, equipment, machinery and all other personal property, including but not limited to the items on attached Schedule A, and all insurance policies relating in whole or in part to the foregoing, all of the foregoing now owned or hereafter acquired by the Debtor. In addition, all substitutions for and replacements of and all additions and accessions to any of the foregoing. All proceeds of sale of personal property covered by any agreement or contract between Secured Party and the Debtor. The foregoing is generally located in the PC#

### **Terms and Conditions:**

**1.** Debtor and various vendors (each one a "Vendor") have agreed to the sale and purchase of the above-described Equipment (the "Equipment"). Debtor has requested Secured Party to make the payments required by the Vendor(s) on its behalf, and Secured Party has agreed to make such payments subject to the terms hereof. To secure the repayment of any funds so advanced, and the payment and performance of the obligations described below in Paragraph 8, Debtor hereby grants to Secured Party a security interest in the Equipment, along with all present and future attachments and accessories thereto and replacements and proceeds thereof, including amounts payable under any insurance policy (collectively the "Collateral").

2. If, prior to the Outside Delivery Date, an item or items of Equipment have been physically delivered to and accepted by Debtor, as evidenced by Debtor's duly authorized execution of a Delivery and Installation Certificate in the form annexed hereto (the "D & I Certificate"), Secured Party will remit any unpaid balance of the purchase price of such accepted Equipment to the Vendor(s) named in the D&I Certificate. Each such D&I Certificate shall include the name of the Vendor(s), a complete list of the Equipment accepted on that date, and the unpaid balance of the purchase price therefor. All such payments shall be made in the amounts provided for in the D&I Certificate. However, Debtor shall assert no claims or defenses against Secured Party by reason of its remittance of other amounts at other times, provided such action by Secured Party shall have been taken in good faith reliance upon a Vendor's claim that it is owed such amounts at such times. The "Principal Amount" of all loans hereunder shall be the aggregate of all such payments made from time to time by Secured Party.

**3.** Debtor shall pay interest on the Principal Amount from time to time outstanding at the Interim Interest Rate until Commencement of the Amortization period. Such interest payments shall be made on the 10th day of each calendar month for the Principal Amount outstanding during the preceding month, or for the fraction of the month prior to the Commencement of the Amortization Period, as the case may be. The Amortization Period shall commence on the date after the following conditions have occurred: (i) the entire Equipment has been delivered to Debtor, and (ii) Debtor has delivered to Secured Party the D & I Certificates evidencing, together, the acceptance by Debtor of the entire Equipment. The Amortization Period shall be the repayment term described in Paragraph 6 below, and shall not commence if either or both of conditions (i) and (ii) above, are not met prior to the Outside Delivery Date.

**4.** At any time prior to the Commencement of the Amortization Period (as defined in Paragraph 3 above), Debtor may notify Secured Party in writing to make no further payments to the Vendors, provided that Debtor concurrently with such notice tenders to Secured Party full repayment of the Principal Amount outstanding, plus all interest accrued to date of repayment, plus an amount equal to 2.0% of the Purchase Price. If the Debtor certifies that it is not acquiring the entire Equipment, the Debtor shall not be required to pay such purchase price percentage. Upon full payment by Debtor of such amounts, this Agreement shall terminate. Secured Party shall have no obligation to honor such notice to discontinue payments if such full repayment is not concurrently made, although at the option of Secured Party it may do so. The giving of such notice without concurrently making full repayment shall constitute an event of default hereunder.

**5.** If, at the Outside Delivery Date, the entire Equipment has not been delivered to Debtor or Debtor has not delivered to Secured Party D&I Certificates evidencing, together, the acceptance by Debtor of the entire Equipment, then the Principal Amount then outstanding shall immediately be due and payable, and Debtor shall make full repayment of such Principal Amount, plus all interest accrued to date of repayment. Upon full payment by Debtor of such amounts, this Agreement shall terminate. Failure to make such full payment shall constitute an event of default hereunder.

6. Upon commencement of the Amortization Period, as provided in Paragraph 3 above, the then outstanding Principal

Amount shall be repaid to Secured Party by Debtor in \_\_\_\_\_ equal consecutive monthly installments of principal and interest combined, subject to the final monthly payment being in the exact amount of the then unpaid principal and interest. The interest rate shall be the Amortization Period Interest Rate. Such monthly payments shall commence thirty days after the Commencement of the Amortization Period, as that term is defined in Paragraph 3 above. All payments pursuant to this Agreement shall be at the address of Secured Party, or at such other place as Secured Party may designate from time to time.

**7.** Secured Party shall have no obligation to make any advances hereunder if Debtor is in default under this, or any other, agreement with Secured Party. After Commencement of the Amortization Period, Debtor shall have the right to prepay the contract in full, but not in part. Such prepayment amount shall be calculated on the rule of 78 method or as per applicable law.

8. The Collateral shall secure not only the amounts which Debtor promises or is obligated to pay hereunder, but also all other present and future indebtedness or obligations of Debtor to Secured Party of every kind and nature whatsoever.

9. Debtor warrants and agrees that (i) the Collateral is to be used for business or commercial purposes, and not for agricultural, personal, family or household use, and (ii) the collateral is to be located at:

#### Address

#### 10. Late Charges and Other Fees.

Any payment not made when due shall, at the option of Secured Party, bear late charges thereon calculated at the rate of 1 1/2% per month, but in no event greater than the highest rate permitted by relevant law. Debtor shall be responsible for and pay to Secured Party a returned check fee, not to exceed the maximum permitted by law, which fee will be equal to the sum of (i) the actual bank charges incurred by Secured Party plus (ii) all other actual costs and expenses incurred by Secured Party. The returned check fee is payable upon demand as indebtedness secured by the Collateral under this Security Agreement.

#### 11. Location of Collateral.

Debtor agrees that regardless of the manner of affixation, the Collateral shall remain personal property and not become part of the real estate. Debtor agrees to keep the Collateral at the location set forth in Paragraph 9, and will notify Secured Party in writing of any change in the location of the Collateral within such State, but will not remove the Collateral from such State without the prior written consent of Secured Party (except that in the State of Pennsylvania, the Collateral will not be moved from the above location without such prior written consent).

#### 12. Debtor's Warranties and Representations.

Debtor warrants and represents:

(a) that Debtor is justly indebted to Secured Party for the full amount of the foregoing indebtedness;

- (b) that except for the security interest granted hereby, the Collateral is free from and will be kept free from all liens, claims, security interests and encumbrances;
- (c) that no financing statement covering the Collateral, or any proceeds thereof, is on file in favor of any one other than Secured Party, but if such other financing statement is on file, it will be terminated or unconditionally subordinated;
- (d) that all information supplied and statements made by Debtor or in any financial, credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Agreement with respect to this transaction are and shall be true, correct, valid and genuine; and
- (e) Debtor has full authority to enter into this Agreement and in doing so it is not violating its charter or by-laws, or any law or regulation or agreement with third parties, and it has taken all such action as may be necessary or appropriate to make this Agreement binding upon it.

City

County

State

### 13. Debtor's Agreements.

Debtor agrees:

(a) to defend at Debtor's own cost any action, proceeding or claim affecting the Collateral;

(b) to pay reasonable attorneys' fees and other expenses incurred by Secured Party in enforcing its rights hereunder;

- (c) to pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral or this Agreement, which obligation shall survive the termination of this Agreement;
- (d) that if a certificate of title be required or permitted by law, Debtor shall obtain such certificate with respect to the Collateral, showing the security interest of Secured Party thereon and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party;
- (e) that Debtor will not misuse, fail to keep in good repair, secrete, or without the prior written consent of Secured Party, and notwithstanding Secured Party's claim to proceeds, sell, rent, lend, encumber or transfer any of the Collateral;
- (f) that Secured Party may enter upon Debtor's premises or wherever the Collateral may be located at any reasonable time to inspect the Collateral and Debtor's books and records pertaining to the Collateral, and Debtor shall assist Secured Party in making such inspection; and
- (g) that, except as provided in Paragraphs 4 and 5 hereof, the security interest granted by Debtor to Secured Party shall continue effective irrespective of the payment of all amounts due hereunder so long as there are any obligations of any kind, including obligations under guaranties or assignments, owed by Debtor to Secured Party.

#### 14. Insurance and Risk of Loss.

All risk of loss, damage to or destruction of the collateral shall at all times be on Debtor. Debtor will procure forthwith and maintain at Debtor's expense insurance against all risks of loss or physical damage to the collateral for the full insurable value thereof for the life of this Security Agreement plus breach of warranty insurance and such other insurance thereon in amounts and against such risks as Secured Party may specify, and shall promptly deliver each policy to Secured Party with a standard long-form mortgagee endorsement attached thereto showing loss payable to Secured Party; and providing Secured Party with not less than 30 days written notice of cancellation; each such policy shall be in form, terms and amount and with insurance carriers satisfactory to Secured Party; Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligations. As to Secured Party's interest in such policy, no act or omission of Debtor or any of its officers, agents, employees or representatives shall affect the obligations of the insurer to pay the full amount of any loss.

Debtor hereby assigns to Secured Party any monies which may become payable under any such policy of insurance and irrevocably constitutes and appoints Secured Party as Debtor's attorney in fact (a) to hold each original insurance policy, (b) to make, settle and adjust claims under each policy of insurance, (c) to make claims for any monies which may become payable under such and other insurance on the collateral including returned or unearned premiums, and (d) to endorse Debtor's name on any check, draft or other instrument received in payment of claims or returned or unearned premiums under each policy and to apply the funds to the payment of the indebtedness owing to Secured Party; provided, however, Secured Party is under no obligation to do any of the foregoing.

Should Debtor fail to furnish such insurance policy to Secured Party, or to maintain such policy in full force, or to pay any premium in whole or in part relating thereto, then Secured Party, without waiving or releasing any default or obligation by Debtor, may (but shall be under no obligation to) obtain and maintain insurance and pay the premium therefor on behalf of Debtor and charge the premium to Debtor's indebtedness under this Security Agreement. The full amount of any such premium paid by Secured Party shall be payable by Debtor upon demand, and failure to pay same shall constitute an event of default under this Security Agreement.

### 15. Events of Default; Acceleration.

A very important element of this Agreement is that the Debtor makes all its payments promptly as agreed upon. Also essential is that the Collateral continue to be in good condition and adequate security for the indebtedness hereunder. The following are events of default (in addition to those in Paragraph 4 and 5 hereof) under this Agreement which will allow Secured Party to take such action under this Paragraph and under Paragraph 16 as it deems necessary:

(a) any of Debtor's obligations to Secured Party under any agreement with Secured Party is not paid or performed promptly when due;

- (b)Debtor breaches any warranty or provision hereof, or of any note or of any other instrument or agreement delivered by Debtor to Secured Party in connection with this or any other transaction;
- (c) Debtor dies, becomes insolvent or ceases to do business as a going concern;
- (d) Debtor has given Secured Party materially misleading information regarding its financial condition as determined by the Secured Party;
- (e) any of the collateral is lost or destroyed;
- (f) a complaint or petition in bankruptcy or for arrangement or reorganization or for any other relief be filed by or against Debtor under any Federal or State bankruptcy or insolvency law, or Debtor admits its inability to pay its debts as they mature;
- (g) property of Debtor be attached or a receiver be appointed for Debtor;
- (h) whenever Secured Party in good faith believes the prospect of payment or performance is impaired or in good faith believes the Collateral is insecure;

(i) any guarantor, surety or endorser for Debtor defaults in any obligation or liability to Secured Party or any guaranty obtained in connection with this transaction is terminated or breached.

If Debtor shall be in default hereunder, Secured Party shall have no obligation to make any further advances hereunder and the indebtedness herein described and all other debts then owing by Debtor to Secured Party under this or any other present or future agreement shall, if Secured Party so elects, become immediately due and payable. In no event shall the Debtor, upon demand by Secured Party for payment of the indebtedness, by acceleration of the maturity thereof or otherwise, be obligated to pay any interest in excess of the amount permitted by law. Any acceleration of indebtedness, if elected by Secured Party, shall be subject to all applicable laws, including laws relating to rebates and refunds of unearned charges.

#### 16. Secured Party's Remedies After Default; Consent to Enter Premises.

Upon Debtor's default and at any time thereafter, Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to any deficiency remaining after disposition of the Collateral, for which Debtor hereby agrees to remain fully liable. Debtor agrees that Secured Party, by itself or its agent, may without notice to any person and without judicial process of any kind, enter into any premises or upon any land owned, leased or otherwise under the real or apparent control of Debtor or any agent of Debtor where the Collateral may be or where Secured Party believes the Collateral may be, and disassemble, render unusable and/or repossess all or any item of the Collateral, disconnecting and separating all Collateral from any other property and using all force necessary. Debtor expressly waives all further rights to possession of the Collateral after default and all claims for injuries suffered through or loss caused by such entering and/or repossession. Secured Party may require Debtor to assemble the Collateral and return it to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties.

Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any intended disposition of the Collateral is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of Debtor shown herein at least ten days before the time of the sale or disposition. Secured Party may sell or lease the Collateral at a time and location of its choosing provided that the Secured Party acts in good faith and in a commercially reasonable manner. Expenses of retaking, holding, preparing for sale, selling and the like shall include reasonable attorneys' fees (at least 15% of the unpaid balance if not prohibited by law) and other legal expenses. Debtor understands that Secured Party's rights are cumulative and not alternative.

### 17. Waiver of Defaults; Agreement Inclusive.

Secured Party may in its sole discretion waive a default, or cure, at Debtor's expense, a default. Any such waiver in a particular instance or of a particular default shall not be a waiver of other defaults or the same kind of default at another time. No modification or change in this Security Agreement or any related note, instrument or agreement shall bind Secured Party unless in writing by Secured Party. No oral agreement shall be binding.

### 18. Financing Statements; Certain Expenses.

If permitted by law, Debtor authorizes Secured Party to file a financing statement with respect to the Collateral signed only by Secured Party, and to file a carbon, photograph or other reproduction of this Security Agreement or of a financing statement. At the request of Secured Party, Debtor will execute any financing statements, agreements or documents, in form satisfactory to Secured Party which Secured Party may deem necessary or advisable to establish and maintain a perfected security interest in the collateral and will pay the cost of filing or recording the same in all public offices deemed necessary or advisable by Secured Party. Debtor also agrees to pay all costs and expenses incurred by Secured Party in conducting UCC, tax or other lien searches against the Debtor or the Collateral and such other fees as may be agreed.

#### 19. Miscellaneous.

Debtor waives all exemptions. Secured Party may correct patent errors herein and fill in such blanks as serial numbers, date of first payment and the like. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof. **Debtor acknowledges receipt of a true copy and waives acceptance hereof.** If Debtor is a corporation, this Security Agreement is executed pursuant to authority of its Board of Directors. Except where the context otherwise requires, "Debtor" and "Secured Party" include the heirs, executors or administrators, successors or assigns to those parties; provided Debtor shall not assign any of its rights hereunder without the prior written consent of Secured Party. If more than one Debtor executes this Security Agreement, their obligations under this Security Agreement shall be joint and several.

#### 20. Special Provisions.

See Special Provisions Instructions below.

Dated:	, 20		Debtor:		
Secured Party	<i>r</i> :				
			Name of individua	al, corporation or partnership	
The CIT Group	/Equipment Financing	g, Inc.	Ву	Title	
By Title			If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.		
P.O. Box 2724	18		Address		
<u>Tempe</u> City	AZ State	85285_ Zip Code			
			City	State	Zip Code
If Debtor is a pa <u>Partners' name</u>	ırtnership, enter: <u>25</u>		Home address	<u>Ses</u>	

NOTICE:Do not use this form for transactions for personal, family or household purposes. For agricultural and other transactions subject to Federal or State regulations, consult legal counsel to determine documentation requirements.

Agricultural purposes generally means farming, including dairy farming, but it also includes the transportation, harvesting, and processing of farm, dairy, or forest products if what is transported, harvested, or processed is farm, dairy, or forest products grown or bred by the user of the equipment itself. It does not apply, for instance, to a logger who harvests someone else's forest, or a contractor who prepares land or harvests products on someone else's farm.

### SPECIAL PROVISIONS INSTRUCTIONS - The notations to be entered in the Special Provisions section of this document for use in ALABAMA, FLORIDA, GEORGIA, IDAHO, NEVADA, NEW HAMPSHIRE, OREGON, SOUTH DAKOTA and WISCONSIN are shown in the applicable State pages of the Loans and Motor Vehicles Manual.

Guaranty

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Т	<b>^</b> .	
	υ.	

Address \_

City State Zip Code \_\_\_\_\_

Each of us severally requests you to extend credit to or to purchase security agreements, leases, notes, accounts and/or other obligations (herein generally termed "paper") of or from or otherwise to do business with

Citv

# Company

State

hereinafter called the "Company," and to induce you so to do and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly and severally and unconditionally guarantees to you that the Company will fully and promptly pay and perform all its present and future obligations to you, whether direct or indirect, joint or several, absolute or contingent, secured or unsecured, matured or unmatured and whether originally contracted with you or otherwise acquired by you, irrespective of any invalidity or unenforceability of any such obligation or the insufficiency, invalidity or unenforceability of any security therefor; and agrees, without your first having to proceed against the Company or to liquidate paper or any security therefor, to pay on demand all sums due and to become due to you from the Company and all losses, costs, attorneys' fees or expenses which may be suffered by you by reason of the Company's default or default of any of the undersigned hereunder; and agrees to be bound by and on demand to pay any deficiency established by a sale of paper and/or security held, with or without notice to us. This guaranty is an unconditional guarantee of payment and performance. No guarantor shall be released or discharged, either in whole or in part, by your failure or delay to perfect or continue the perfection of any security interest in any property which secures the obligations of the Company or any of us to you, or to protect the property covered by such security interest.

No termination hereof shall be effected by the death of any or all of us. No termination shall be effective except by notice sent to you by certified mail return receipt requested naming a termination date effective not less than 90 days after the receipt of such notice by you; or effective as to any of us who has not given such notice; or affect any transaction effected prior to the effective date of termination.

Each of us waives: notice of acceptance hereof; presentment, demand, protest and notice of nonpayment or protest as to any note or obligation signed, accepted, endorsed or assigned to you by the Company; any and all rights of subrogation, reimbursement, indemnity, exoneration, contribution or any other claim which any of us may now or hereafter have against the Company or any other person directly or contingently liable for the obligations guaranteed hereunder, or against or with respect to the Company's property (including, without limitation, property collateralizing its obligations to you), arising from the existence or performance of this guaranty; all exemptions and homestead laws and any other demands and notices required by law; all setoffs and counterclaims; any and all defenses based on suretyship or any other applicable law, including without limitation all rights and defenses arising out of (i) an election of remedies by you even though that election of remedies may have destroyed rights of subrogation and reimbursement against the Company by operation of law or otherwise, (ii) protections afforded to the Company pursuant to antideficiency or similar laws limiting or discharging the Company's obligations to you, (iii) the invalidity or unenforceability of this guaranty, (iv) the failure to notify any of us of the disposition of any property securing the obligations of the Company. (v) the commercial reasonableness of such disposition or the impairment, however caused, of the value of such property, and (vi) any duty on your part (should such duty exist) to disclose to any of us any matter, fact or thing related to the business operations or condition (financial or otherwise) of the Company or its affiliates or property, whether now or hereafter known by you.

You may at any time and from time to time, without our consent, without notice to us and without affecting or impairing the obligation of any of us hereunder, do any of the following:

(a) renew, extend (including extensions beyond the original term of the respective item of paper), modify (including changes in interest rates), release or discharge any obligations of the Company, of its customers, of co-guarantors

(whether hereunder or under a separate instrument) or of any other party at any time directly or contingently liable for the payment of any of said obligations;

(b) accept partial payments of said obligations;

(c) accept new or additional documents, instruments or agreements relating to or in substitution of said obligations;

(d) settle, release (by operation of law or otherwise), compound, compromise, collect or liquidate any of said obligations and the security therefor in any manner;

(e) consent to the transfer or return of the security, take and hold additional security or guaranties for said obligations;

(f) amend, exchange, release or waive any security or guaranty; or

(g) bid and purchase at any sale of paper or security and apply any proceeds or security, and direct the order and manner of sale.

If a claim is made upon you at any time for repayment or recovery of any amount(s) or other value received by you, from any source, in payment of or on account of any of the obligations of the Company guaranteed hereunder and you repay or otherwise become liable for all or any part of such claim by reason of:

(a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or

(b) any settlement or compromise of any such claim,

Individual

we shall remain jointly and severally liable to you hereunder for the amount so repaid or for which you are otherwise liable to the same extent as if such amount(s) had never been received by you, notwithstanding any termination hereof or the cancellation of any note or other agreement evidencing any of the obligations of the Company. This guaranty shall bind our respective heirs, administrators, representatives, successors, and assigns, and shall inure to your successors and assigns, including, but not limited to, any party to whom you may assign any item or items of paper, we hereby waiving notice of any such assignment. All of your rights are cumulative and not alternative.

We represent, warrant and agree that the Company is not indebted to us as of the date of this Guaranty and that any indebtedness of the Company that may arise hereafter is and shall be subordinated and the payment thereof shall be deferred to all amounts now or hereafter owing by the Company to you. We further agree that we will execute and deliver to you a subordination agreement, in form and in substance satisfactory to you, within five (5) business days of having incurred such indebtedness, and the failure to provide said subordination agreement shall, in your sole discretion, constitute a default hereunder and a default under any and all paper that you designate; this default provision is in addition to, and not in lieu of, any other rights you have by contract, law, equity or otherwise. By execution of this guaranty each guarantor hereunder agrees to waive all rights to trial by jury in any action, proceeding, or counterclaim on any matter whatsoever arising out of, in connection with, or related to this guaranty. Dated: \_\_\_\_\_\_\_

NOTE: Individual guarantors must sign without titles. Sign "John Smith," not "John Smith, President."

Guarantors	Use street addresses, not P.O. Boxes.	
		Individually
		Home Address
		Individually
		Home Address
		Individually
		Home Address
		Individually

477(8/00) Guaranty - Continuing (excluding Kentucky and Louisiana) Non-standard Document

# Witness

Home Address

Corporate Guarantors	NOTE: Enter exact name of corporation on first blank line, for	ollowed by city, state and zip	code.
Name of Corp	oration		
City code		State	Zip
By Have signe	ed by President, Vice President or Treasurer.		
CORPORATE	SEAL		
Attest			Secretary
Name of Corp	oration		
City Code By Have sigr	Title Title Thed by President, Vice President or Treasurer.	State	Zip
CORPORATE	SEAL		
Attest			Secretary



### U.S. Small Business Administration

# SECURITY AGREEMENT

SBA Loan #		i,			
SBA Loan Name					
Debtor (Exact full legal name of individual(s), corporation, LLC, partnership, or other organization)			27		
Borrower	6				
Secured Party	Comerica Bank				98. SI
Date					
Note Amount	\$0.00				

### 1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

### 2. GRANT OF SECURITY INTEREST.

For value received, the Debtor grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

### 3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a Note dated \_\_\_\_\_\_, made

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Wolters Kluwer Financial Services, St. Cloud, MN

by	, made payable to
Comerica Bank	, in the amount
of\$ \$0.00	("Note"), including all costs and expenses (including reasonable attorney's

fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Debtor in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

The Note and all other obligations secured hereby are collectively called the "Obligations."

#### 4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted is all of the Debtor's property described below, and indicated by an "X" or other mark on the applicable line, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

a. Equipment	f. Chattel paper
b. Fixtures	g. General intangibles
c. Inventory	h. Documents
d. Accounts	i. Farm products
e. Instruments	j. Deposit accounts
	k. Investment property

1. Titled motor vehicles, including mobile or manufactured homes (list make, model, and serial #):

m. Other: Insert specific description of other forms of Collateral not included in categories a through k above (for example, specific commercial tort claim, letter-of-credit rights):

#### 5. RESTRICTIONS ON COLLATERAL TRANSFER.

Debtor will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Debtor's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Debtor may sell inventory in the ordinary course of business on customary terms. Debtor may collect and use amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

#### 6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.

Debtor must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Debtor hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Debtor must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loss Payable Clause in favor of Secured Party. or assessed thereon, keep current all rent due on premises where Collateral is located, and maintain insurance on all Collateral Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and to be in the possession of Secured Party and to contain a Lender's Loss Payable Clause naming Secured Party in a manner empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

### CHANGES TO DEBTOR'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Debtor must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving, changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Debtor will pay for the preparation and filing of all documents, Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

#### 8. PERFECTION OF SECURITY INTEREST.

Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend notice and hearing to determine whether there is probable cause to sustain the validity of Secured Party's claim. Any notices its security interest in the Collateral. Debtor will pay the filing and recording costs of any documents relating to Secured Party's security interest. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Debtor will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

#### 9. DEFAULT.

Debtor is in default under this Agreement if: (a) Debtor fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Debtor makes any materially false representation, warranty or certification in, or in connection with, this Agreement; the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a "default" under the Obligations occurs. In the event of default and if Secured Party requests, Debtor must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Debtor or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Debtor waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

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Wolters Kluwer Financial Services, St. Cloud, MN

#### 10. FEDERAL RIGHTS.

When SBA is the holder of the Note, this Agreement will be construed and enforced under federal law, including SBA regulations. Secured Party or SBA may use state or local procedures for filing papers, recording documents, giving notice, enforcing security interests or liens, and for any other purposes. By using such procedures, SBA does not waive any federal immunity from state or local control, penalty, tax or liability. As to this Agreement, Debtor may not claim or assert any local or state law against SBA to deny any obligation, defeat any claim of SBA, or preempt federal law.

#### 11. GOVERNING LAW.

Unless SBA is the holder of the Note, in which case federal law will govern, Debtor and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Debtor is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

#### 12. Secured party rights.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

#### 13. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

#### 14. DEBTOR CERTIFICATIONS.

Debtor certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Debtor's name and not in the name of any other organization or individual; (c) Debtor has the legal authority to grant the security interest in the Collateral; (d) Debtor's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; and (g) Debtor has read and understands the meaning and effect of all terms of this Agreement.

# 15. DEBTOR NAME(S) AND SIGNATURE(S).

By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Debtor under this Agreement.

#### IN WITNESS WHEREOF,

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Page 4 of 4

### **Guaranty Agreement**

Loan No.

This GUARANTY AGREEMENT (the "*Guaranty*") is executed as of , by (the "*Guarantor*"), for the benefit of , a banking corporation chartered by the U.S. Congress in 12 U.S. Code §§3001-3051 with its principal operations and servicing offices at 2011 Crystal Drive, Suite 800, Arlington, VA 22202 (the "*Lender*").

### WHEREAS:

A. (the "*Borrower*") is indebted to Lender with respect to a loan (the "*Loan*") pursuant to that certain promissory note dated of even date herewith, payable to the order of Lender in the original principal amount of and 00/100s Dollars (\$ ) (together with all renewals, modifications, increases and extensions thereof, the "*Note*"), which is secured by the security agreement of even date herewith (collectively the "*Security Instrument*"), and further evidenced, secured or governed by the other Loan Documents (as defined in the Note); and

B. Lender is unwilling to make the Loan to Borrower unless Guarantor unconditionally guarantees payment and performance to Lender of the Guarantied Obligations (as hereinafter defined); and

C. Guarantor is the owner of a direct interest in Borrower, and Guarantor will directly benefit from Lender's making the Loan to Borrower. Unless otherwise defined in this Guaranty, all initially capitalized terms used herein shall have the meaning given such terms in the Security Instrument.

NOW, THEREFORE, as an inducement to Lender to make the Loan to Borrower thereunder, and to extend such additional credit as Lender may from time to time agree to extend under the Loan Documents, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

### ARTICLE I NATURE AND SCOPE OF GUARANTY

Section 1.1 <u>Guaranty of Obligation</u>. In consideration of Lender's making the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of inducing Lender to make the Loan, Guarantor hereby irrevocably and unconditionally guaranties to Lender (and its successors and assigns), the following: (a) full, punctual, and prompt payment of all sums payable under the terms of the Loan Documents as and when the same shall be due and payable, whether by lapse of time, by acceleration of maturity, or otherwise; and (b) the performance of all of Borrower's obligations under the Loan Documents (together, the "Guarantied Obligations"). Guarantor shall also be liable for, and shall indemnify, defend, and hold Lender harmless from and against, any and all claims, liabilities, costs of collection and attorneys fees incurred or suffered by Lender and arising out of or in connection with the Guarantied Obligations.

Section 1.2 <u>Nature of Guaranty</u>. This Guaranty is an irrevocable, absolute, continuing guaranty of payment and performance, is joint and several and is not a guaranty of collection. This Guaranty shall continue to be effective with respect to any Guarantied Obligations arising or created after any attempted revocation by Guarantor and after (if Guarantor is a natural person) Guarantor's death (in which event this Guaranty shall be binding upon Guarantor's estate and Guarantor's legal representatives and heirs). The fact that at any time or from time to time the Guarantied Obligations may be increased or reduced shall not release or discharge the obligation of Guarantor to Lender with respect to Guarantied Obligations. This Guaranty may be enforced by Lender and any subsequent holder of the Note and shall not be discharged by the assignment or negotiation of all or part of the Note.

Section 1.3 <u>Guarantied Obligations Not Reduced by Offset</u>. The Guarantied Obligations and the liabilities and obligations of Guarantor to Lender hereunder, shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Borrower, or any other party, against Lender or against payment of the Guarantied Obligations, whether such offset, claim or defense arises in connection with the Guarantied Obligations (or the transactions creating the Guarantied Obligations) or otherwise.

Section 1.4 <u>Payment by Guarantor</u>. If all or any part of the Guarantied Obligations shall not be punctually paid when due, whether at maturity or earlier by acceleration or otherwise, Guarantor shall, immediately upon demand by Lender, and without presentment, protest, notice of protest, notice of non-payment, notice of intention to accelerate the maturity, notice of acceleration of the maturity, or any other notice whatsoever, pay in lawful money of the United States of America, the amount due on the Guarantied Obligations to Lender at Lender's address as set forth herein. Such demand(s) may be made at any time coincident with or after the time for payment of all or part of the Guarantied Obligations, and may be made from time to time with respect to the same or different items of Guarantied Obligations. Such demand shall be deemed made, given and received in accordance with the notice provision hereof.

Section 1.5 <u>No Duty to Pursue Other</u>. It shall not be necessary for Lender (and Guarantor hereby waives any rights which Guarantor may have to require Lender), in order to enforce this Guaranty against Guarantor, first to (i) institute suit or exhaust its remedies against Borrower or others liable on the Loan or the Guarantied Obligations or any other person, (ii) enforce Lender's rights against any collateral which shall ever have been given to secure the Loan, (iii) enforce Lender's rights against any other guarantors of the Guarantied Obligations, (iv) join Borrower or any others liable on the Guarantied Obligations in any action seeking to enforce this Guaranty, (v) exhaust any remedies available to Lender against any collateral which shall ever have been given to secure the Loan, or (vi) resort to any other means of obtaining payment of the Guarantied Obligations. Lender shall not be required to mitigate damages or take any other action to reduce, collect or enforce the Guarantied Obligations.

Section 1.6 <u>Waivers</u>. Guarantor hereby waives notice of (i) any loans or advances made by Lender to Borrower, (ii) acceptance of this Guaranty, (iii) any amendment or extension of the Note or of any other Loan Documents, (iv) the execution and delivery by Borrower and Lender of any other loan or credit agreement or of Borrower's execution and delivery of any promissory notes or other documents arising under the Loan Documents, (v) the occurrence of any breach by Borrower or Event of Default (as defined in the Loan Documents), (vi) Lender's transfer or disposition of the Guarantied Obligations, or any part thereof, (vii) sale or foreclosure (or posting or advertising for sale or foreclosure) of any collateral for the Guarantied Obligations, (viii) protest, proof of non-payment or default by Borrower, or (ix) any other action at any time taken or omitted by Lender, and, generally, all demands and notices of every kind in connection with this Guaranty, the Loan Documents, any documents or agreements evidencing, securing or relating to any of the Guarantied Obligations hereby Guarantied.

Section 1.7 <u>Payment of Expenses</u> In the event that Guarantor should breach or fail to timely perform any provisions of this Guaranty, Guarantor shall, immediately upon demand by Lender, pay Lender all costs and expenses (including court costs, appraiser's costs, environmental engineer's costs and reasonable attorneys' fees) incurred by Lender in the enforcement hereof or the preservation of Lender's rights hereunder. The covenant contained in this section shall survive the payment and performance of the Guarantied Obligations.

Section 1.8 Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, Lender must rescind or restore any payment, or any part thereof, received by Lender in satisfaction of the Guarantied Obligations, as set forth herein, any prior release or discharge from the terms of this Guaranty given to Guarantor by Lender shall be without effect, and this Guaranty shall remain in full force and effect. It is the intention of Borrower and Guarantor that Guarantor's obligations hereunder shall not be discharged except by Guarantor's performance of such obligations and then only to the extent of such performance.

Section 1.9 Deferment of Rights of Subrogation, Reimbursement and Contribution. Notwithstanding any payment or payments made by any Guarantor hereunder, no Guarantor will assert or exercise any right of Lender or of such Guarantor against Borrower to recover the amount of any payment made by such Guarantor to Lender by way of subrogation, reimbursement, contribution, indemnity, or otherwise arising by contract or operation of law, and such Guarantor shall not have any right of recourse to or any claim against assets or property of Borrower, whether or not the obligations of Borrower have been satisfied, all of such rights being herein expressly waived by such Guarantor. If any amounts shall nevertheless be paid to a Guarantor by Borrower or another guarantor prior to payment in full of the Obligations (hereinafter defined), such amount shall be held in trust for the benefit of Lender and shall forthwith be paid to Lender to be credited and applied to the Obligations, whether matured or unmatured. The provisions of this paragraph shall survive the termination of the Guaranty, and any satisfaction and discharge of Borrower by virtue of any payment, court order or any applicable law.

Section 1.10 <u>Bankruptcy Code Waiver</u>. Any indebtedness of Borrower to Guarantor now or hereafter existing (including, but not limited to, any rights to subrogation Guarantor may have as a result of any payment by Guarantor under this Guaranty), together with any interest thereon, shall be, and such indebtedness is, hereby deferred, postponed and subordinated to the prior payment in full of the Debt. Until payment in full of the Debt (and including interest accruing on the Note after the commencement of a proceeding by or against Borrower under the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. Section 101 *et seq.*, and the regulations adopted and promulgated pursuant thereto (collectively, the "*Bankruptcy Code*") which interest the parties agree shall remain a claim that is prior and superior to any claim of Guarantor notwithstanding any contrary practice, custom or ruling in cases under the Bankruptcy Code generally), Guarantor agrees not to accept any payment or satisfaction of any kind of indebtedness of Borrower to Guarantor and hereby assigns such indebtedness to Lender, including the right to file proof of claim and to vote thereon in connection with any such proceeding under the Bankruptcy Code, including the right to vote on any plan of reorganization.

Section 1.11 <u>"Borrower"</u>. The term "*Borrower*" as used herein shall include any new or successor corporation, limited liability company, association, partnership (general or limited), joint venture, trust or other individual or organization formed as a result of any merger, reorganization, sale, transfer, devise, gift or bequest of Borrower or any interest in Borrower.

### ARTICLE 2 EVENT AND CIRCUMSTANCES NOT REDUCING OR DISCHARGING GUARANTOR'S OBLIGATIONS

Guarantor hereby consents and agrees to each of the following, and agrees that Guarantor's obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected by any of the following, and waives any common law, equitable, statutory, or other rights (including without limitation rights to notice) which Guarantor might otherwise have as a result of or in connection with the following:

Section 2.1 <u>Modifications</u>. Any renewal, extension, increase, modification, alteration, or rearrangement of all or any part of the Guarantied Obligations, Note, Loan Documents, or other documents, instrument, contract, or understanding between Borrower and Lender, or any other parties, pertaining to the Guarantied Obligations or any failure of Lender to notify Guarantor of any such action.

Section 2.2 <u>Adjustment</u>. Any adjustment, indulgence, forbearance, or compromise that might be given by Lender to Borrower or any Guarantor.

Section 2.3 <u>Condition of Borrower or Guarantor</u>. The insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution, or lack of power of Borrower, Guarantor, or any other party at any time liable for the payment of all or part of the Guarantied Obligations; or any dissolution of Borrower or Guarantor, or any sale, lease, or transfer of any or all of the assets of Borrower or Guarantor, or any changes in the shareholders, partners, or members of Borrower or Guarantor; or any reorganization Borrower or Guarantor.

Section 2.4 <u>Invalidity of Guarantied Obligations</u>. The invalidity, illegality, or unenforceability of all or any part of the Guarantied Obligations, or any document or agreement executed in connection with the Guarantied Obligations, for any reason whatsoever, including without limitation the fact that (i) the Guarantied Obligations, or any part thereof, exceed the amount permitted by law, (ii) the act of creating the Guarantied Obligations or any part thereof, is *ultra vires*, (iii) the officers or representatives executing the Note or the other Loan Documents or otherwise creating the Guarantied Obligations acted in excess of their authority, (iv) the Guarantied Obligations violate applicable usury laws, (v) Borrower has valid defenses, claims, or offsets (whether at law, in equity, or by agreement) which render the Guarantied Obligations (or the execution, delivery, and performance of any documents or instrument representing part of the Guarantied Obligations) is illegal, uncollectible, or unenforceable, or (vii) the Note or any of the other Loan Documents have been forged or otherwise are irregular or not genuine and authentic, it being agreed that Guarantied Obligations or any part for any reason.

Section 2.5 <u>Release of Obligors</u>. Any full or partial release of the liability of Borrower on the Guarantied Obligations, or any part thereof, or of any co-guarantors, or any other person or entity now or hereafter liable, whether directly or indirectly, jointly, severally, or jointly and severally, to pay, perform, guarantee, or assure the payment of the Guarantied Obligations, or any part thereof, it being recognized, acknowledged and agreed by each Guarantor that such Guarantor may be required to pay the Guarantied Obligations in full without assistance or support of any other party. Guarantor has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding or agreement that other parties will be liable to pay or perform the Guarantied Obligations, or that Lender will look to other parties to pay or perform the Guarantied Obligations.

Section 2.6 <u>Other Collateral</u>. The taking or accepting of any other security, collateral, guaranty, or other assurance of payment for all or any part of the Guarantied Obligations.

Section 2.7 <u>Release of Collateral</u>. Any release, surrender, exchange, subordination, deterioration, waste, loss, or impairment (including without limitation negligent, willful, unreasonable, or unjustifiable impairment) of any collateral, property, or security, at any time existing in connection with, or assuring or securing payment of, all or any part of the Guarantied Obligations.

Section 2.8 <u>Care and Diligence</u>. The failure of Lender or any other party to exercise diligence or reasonable case in the preservation, protection, enforcement, sale, or other handling or treatment of all or any part of such collateral, property, or security, including but not limited to any neglect, delay, omission, failure, or refusal of Lender (i) to take or prosecute any action for the collection of any of the Guarantied Obligations, or (ii) to foreclose, or initiate any action to foreclose, or, once commenced, prosecute to completion any action to foreclose upon any security therefor, or (iii) to take or prosecute any action in connection with any instrument or agreement evidencing or securing all or any part of the Guarantied Obligations.

Section 2.9 <u>Unenforceability</u>. The fact that any collateral, security, security interest or lien contemplated or intended to be given, created or granted as security for the repayment of the Guarantied Obligations, or any part thereof, is not properly perfected or created, or shall prove to be unenforceable or subordinate to any other security interest or lien, it being recognized and agreed by Guarantor that Guarantor is not entering into this Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectibility or value of any of the collateral for the Guarantied Obligations.

Section 2.10 <u>Offset</u>. The failure of the Note, the Guarantied Obligations, and the liabilities and obligations of Guarantor to Lender hereunder to be reduced, discharged or released because of or by reason of any existing or future right of offset, claim, or defense of Borrower against Lender, or any other party, or against payment of the Guarantied Obligations, whether such right of offset, claim, or defense arises in connection with the Guarantied Obligations, or the transactions creating the Guarantied Obligations, or otherwise.

Section 2.11 <u>Merger</u>. The reorganization, merger or consolidation of Borrower into or with any corporation or other form of entity.

Section 2.12 <u>Preference</u>. The treatment of any payment by Borrower to Lender as a preference under bankruptcy laws or any other requirement that Lender refund such payment or pay such amount to Borrower to someone else.

Section 2.13 <u>Other Actions Taken or Omitted</u>. Any other action taken or omitted to be taken with respect to the Loan Documents, the Guarantied Obligations, or the security and collateral therefor, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to pay the Guarantied Obligations pursuant to the terms hereof, it being the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to pay the Guarantied Obligations when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, whether or not contemplated, and whether or not otherwise or particularly described herein, which obligation shall be deemed satisfied only upon the full and final payment and satisfaction of the Guarantied Obligations.

### ARTICLE 3 REPRESENTATION AND WARRANTIES

To induce Lender to enter into the Loan Documents and extend credit to Borrower, Guarantor represents and warrants to Lender as follows:

Section 3.1 <u>Benefit</u>. Guarantor is the owner of a direct interest in Borrower, and has received, or will receive, direct or indirect benefit from the making of this Guaranty with respect to the Guarantied Obligations.

Section 3.2 <u>Familiarity and Reliance</u>. Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of Borrower and is familiar with the value of any and all collateral intended to be created as security for the payment of the Note or Guarantied Obligations; <u>provided</u>, <u>however</u>, Guarantor is not relying on such financial condition or the collateral as an inducement to enter into this Guaranty.

Section 3.3 <u>No Representation by Lender</u>. Neither Lender not any other party has made any representation, warranty or statement to Guarantor in order to induce Guarantor to execute this Guaranty and Guarantor is executing this Guaranty as his/her own free act and deed.

Section 3.4 <u>Guarantor's Financial Condition</u>. As the date hereof, and after giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is, and will be, solvent, and has and will have assets which, fairly valued, exceed its obligations, liabilities (including contingent liabilities) and debts, and has and will have property and assets sufficient to satisfy and repay its obligations and liabilities.

Section 3.5 <u>Legality</u>. The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereunder do not, and will not, contravene or conflict with any law, statute or regulation whatsoever to which Guarantor is subject or constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which Guarantor is a party or which may be applicable to Guarantor. This Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

Section 3.6 <u>Survival</u>. All representations and warranties made by Guarantor herein shall survive the execution hereof.

Section 3.7 <u>Review of Documents</u>. Guarantor has examined the Note and all of the Loan Documents.

Section 3.8 <u>Litigation</u>. Except as otherwise disclosed to Lender, there are no proceedings pending or, so far as Guarantor knows, threatened before any court or administrative agency which, if decided adversely to Guarantor, would materially adversely affect the financial condition of Guarantor or the authority of Guarantor to enter into, or the validity or enforceability of this Guaranty.

Section 3.9 <u>Tax Returns</u>. Guarantor has filed all required federal, state and local tax returns and has paid all taxes as shown on such returns as they have become due. No claims have been assessed and are unpaid with respect to such taxes.

### ARTICLE 4 SUBORDINATION OF CERTAIN INDEBTEDNESS

Section 4.1 <u>Subordination of All Guarantor Claims</u>. As used herein, the term "*Guarantor Claims*" shall mean all debts and liabilities of Borrower to Guarantor, whether such debts and liabilities now exist or are hereafter incurred or arise, or whether the obligations of Borrower thereon are direct, contingent, primary, secondary, several, joint and several, or otherwise, and irrespective of whether such debts or liabilities be evidenced by note, contract, open account, or otherwise, and irrespective of the person or persons in whose favor such debts or liabilities may, at their inception, have been, or may hereafter be, created, or the manner in which they have been or may hereafter be acquired by Guarantor. The Guarantor Claims shall include, without limitation, all rights and claims of Guarantor against Borrower (arising as a result of subrogation or otherwise) as a result of Guarantor's payment of all or a portion of the Guarantied Obligations to the extent the provisions of Section 1.3 hereof are unenforceable. Upon the occurrence of an Event of Default or the occurrence of an event which would, with the giving of notice or the passage of time, or both, constitute an Event of

Default, Guarantor shall not receive or collect directly or indirectly from Borrower or any other party any amount upon the Guarantor Claims.

Section 4.2 <u>Claims in Bankruptcy</u>. In the event of receivership, bankruptcy, reorganization, arrangement, debtor's relief, or other insolvency proceedings involving Guarantor as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish its rights hereunder and receive directly from the receiver, trustee or other court custodian dividends and payments which would otherwise be payable upon Guarantor Claims. Guarantor hereby assigns such dividends and payments to Lender. Should Lender receive for application upon the Guarantied Obligations, any such dividend or payment which is otherwise payable to Guarantor, and which, as between Borrower and Guarantor, shall constitute a credit upon the Guarantor Claims, then upon payment to Lender in full of the Guarantied Obligations, Guarantor shall become subrogated to the rights of Lender to the extent that such payments to Lender on the Guarantor Claims have contributed toward the liquidation of the Guarantied Obligations, and such subrogation shall be with respect to that portion of the Guarantied Obligations which would have been unpaid if Lender had not received dividends or payments upon the Guarantor Claims.

Section 4.3 <u>Payments held in Trust</u>. In the event that, notwithstanding anything to the contrary in this Guaranty, Guarantor should receive any funds, payment, claim or distribution which is prohibited by this Guaranty, Guarantor agrees to hold in trust for Lender an amount equal to the amount of all funds, payments, claims or distributions so received, and agrees that it shall have absolutely no dominion over the amount of such funds, payments, claim or distributions so received except to pay them promptly to Lender, and Guarantor covenants promptly to pay the same to Lender.

Section 4.4. <u>Liens Subordinate</u>. Guarantor agrees that any liens, security interests, judgment liens, charges or other encumbrances upon Borrower's assets securing payment of the Guarantor Claims shall be and remain inferior and subordinate to any liens, security interests, judgment liens, charges or other encumbrances upon Borrower's assets securing payment of the Guarantied Obligations, regardless of whether such encumbrances in favor of Guarantor or Lender presently exist or are hereafter created or attach. Without the prior written consent of Lender, Guarantor shall not (i) exercise or enforce any creditor's right it may have against Borrower, or (ii) foreclose, repossess, sequester or otherwise take steps or institute any action or proceedings (judicial or otherwise, including without limitation the commencement of, or joinder in, any liquidation, bankruptcy, rearrangement, debtor's relief or insolvency proceeding) to enforce any liens, mortgages, deeds of trust, security interest, collateral rights, judgments or other encumbrances on assets of Borrower held by Guarantor.

### ARTICLE 5 COVENANTS

Section 5.1 <u>Tax Returns</u>. As soon as available, but in no event later than one hundred twenty (120) days after the end of each calendar year, Guarantor shall furnish Lender Guarantor's Federal and other governmental tax returns. If Guarantor files for an extension to any applicable filing deadline, Guarantor shall provide Lender with a copy of such extension request.

Section 5.2 <u>Financial Statements</u>. As soon as available, but in no event later than one hundred twenty (120) days after the end of each calendar year, Guarantor shall provide Lender with Guarantor's personal financial statements.

### ARTICLE 6 MISCELLANEOUS

Section 6.1 <u>Waiver</u>. No failure to exercise, and no delay in exercising, on the part of Lender, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of Lender hereunder shall be in addition to all other rights provided by law. No modification or waiver of any provision of this Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand.

Section 6.2 <u>Notices</u>. All notices or other written communications hereunder shall be deemed to have been properly given (i) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged, (ii) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service that keeps records of deliveries, or (iii) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

Guarantor:

Lender:

2011 Crystal Drive, Suite 800 Arlington, VA 22202 Attn: Corporate Banking

or addressed as such party may from time to time designate by written notice to the other parties.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

For purposes of this Subsection, "*Business Day*" shall mean a day on which commercial banks are not authorized or required by law to close in the Commonwealth of Virginia.

Section 6.3 <u>Governing Law; Jurisdiction</u>. This Guaranty shall be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to its conflicts of law provisions. This Guaranty has been accepted by Lender in the Commonwealth of Virginia.

Section 6.4 <u>Invalid Provisions</u>. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable, and this Guaranty shall be construed and enforced as if such illegal, invalid, or unenforceable provision has never been a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Guaranty, unless such continued effectiveness of this Guaranty, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

Section 6.5 <u>Amendments</u>. This Guaranty may be amended only by an instrument in writing executed by the party, or an authorized representative of the party, against whom such amendment is sought to be enforced.

Section 6.6 <u>Parties Bound; No Assignment</u>. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives; provided, however, that Guarantor may not, without the prior written consent of Lender, assign any of its rights, powers, duties, or obligations hereunder.

Section 6.7 <u>Headings</u>. Section headings are for convenient reference only and shall in no way affect the interpretation of this Guaranty.

Section 6.8 <u>Recitals</u>. The recital and introductory paragraphs hereof are a part hereof, form a basis for this Guaranty and shall be considered *prima facie* evidence of the facts and the documents referred to therein.

Section 6.9 <u>Counterparts</u>. To facilitate execution, this Guaranty may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary to making proof of this Guaranty to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments

thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

Section 6.10 <u>Rights and Remedies</u>. If Guarantor becomes liable for any indebtedness owing by Borrower to Lender, by endorsement or otherwise, other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby and the rights of Lender hereunder shall be cumulative of any and all other rights that Lender may ever have against Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy.

THIS GUARANTY EMBODIES THE FINAL, ENTIRE AGREEMENT OF Entirety. Section 6.11 GUARANTOR AND LENDER WITH RESPECT TO GUARANTOR'S GUARANTY OF THE GUARANTIED OBLIGATIONS AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS. REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY GUARANTOR AND LENDER AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THE GUARANTY, AND NO COURSE OF DEALING BETWEEN GUARANTOR AND LENDER, NO COURSE OF PERFORMANCE, NO TRADE PRACTICE, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT, OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN GUARANTOR AND LENDER.

Section 6.12 <u>Waiver of Right to Trial by Jury</u>. GUARANTOR HEREBY ACKNOWLEDGES THAT THIS GUARANTY ARISES IN CONNECTION WITH A COMMERCIAL TRANSACTION. GUARANTOR HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT TO A JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS GUARANTY, THE SECURITY INSTRUMENT, OR THE OTHER LOAN DOCUMENTS OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GUARANTOR, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY GUARANTOR.

Section 6.13 <u>Waiver of Right to Homestead Exemption</u>. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE GUARANTOR HEREBY WAIVES ANY RIGHT THAT MAY HAVE TO ANY HOMESTEAD EXEMPTION.

EXECUTED as of the day and year first above written.

**GUARANTOR**:

, Individually

### Security Agreement

Loan No.

THIS SECURITY AGREEMENT (the "*Agreement*") is made as of , by , a with an address and place of business of ("*Debtor*" or "*Borrower*"), in favor of , a banking corporation chartered by the U.S. Congress in 12 U.S. Code §§3001-3051 with its principal operations and servicing offices at 2011 Crystal Drive, Suite 800, Arlington, VA 22202 (the "*Secured Party*" or "*Lender*").

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Secured Party, intending to be bound legally, agree as follows:

Definitions. The term "State", as used herein, means the State of . All terms defined in the Uniform Commercial Code of the State, as in effect from time to time, and used herein shall have the same definitions herein as specified therein; provided, however, that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations", as used herein, means any and all obligations, indebtedness, liabilities, guaranties, covenants and duties owing by Debtor to Secured Party, (a) specifically in connection with that certain Promissory Note in the original principal amount of \$ of even date herewith from Borrower to Lender (the "Note"), and a business loan agreement by and between Borrower and Lender of even date herewith secured by, among other things, a first security interest in all assets of Debtor and guaranties from (collectively the "Guaranty"), and all other documents securing the Note or executed and delivered in connection therewith (the "Loan Documents"), and (b) generally, whether due or to become due, absolute or contingent, now existing or hereafter incurred or arising, whether or not otherwise guaranteed or secured and whether evidenced by any note or draft or documented on the books and records of Secured Party or otherwise on open account, including without limitation, all costs, expenses, fees, charges and attorneys' and other professional fees incurred by Secured Party in connection with, involving or related to the administration, protection, modification, collection, enforcement, preservation or defense of any of Secured Party's rights with respect to any of the Obligations, the Collateral, or any agreement, instrument or document evidencing, governing, securing or relating to any of the foregoing, or any other agreement between Debtor and Secured Party, including without limitation, all costs and expenses incurred in inspecting or surveying mortgaged real estate, if any, or conducting environmental studies or tests, and in connection with any "workout" or default resolution negotiations involving legal counsel or other professionals and any renegotiation or restructuring of any of the Obligations.

Grant of Security Interest. To secure the payment and performance in full of all of the Obligations, 1. Debtor hereby grants, pledges and assigns to Secured Party a continuing security interest in all properties, assets and rights of Debtor, together, in each instance, with the renewals, substitutions, replacements, additions, rental payments, products and proceeds thereof, wherever located, whether now owned or hereafter acquired or arising, including all personal and fixture property of every kind and nature, including without limitation, all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities, and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Debtor possesses, uses or has authority to possess or use property (whether tangible or intangible) of other or others, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics (hereinafter, collectively called the "Collateral").

Debtor expressly acknowledges that the security interest granted hereunder shall remain as security for payment and performance of the Obligations, whether now existing or which may hereafter be incurred by future advances, or otherwise. The notice of the continuing grant of this security interest therefore shall not be required to be stated on the face of any document representing any such Obligations, nor otherwise identify it as being secured hereby. 2. <u>Other Actions</u>. Further to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce the Secured Party's security interest in the Collateral, Debtor agrees, in each case at the Debtor's own expense, to take the following actions with respect to the following Collateral:

Investment Property. Debtor shall endorse, assign and deliver any certificated securities to the Α Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause the issuer to agree to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (ii) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause such securities intermediary or commodity intermediary (as the case may be) to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary (as the case may be), in each case without further consent of the Debtor or such nominee, or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. Secured Party agrees with the Debtor that Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not unreasonably withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary.

As to Any Other Collateral. Debtor further agrees to take any other action reasonably requested Β. by the Secured Party to insure the attachment, perfection and priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (ii) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment. perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (iv) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other person obligated on Collateral, (v) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party, and (vi) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

3. <u>Debtor's Representations and Warranties</u>. Debtor represents and warrants to Secured Party as follows:

A. <u>Qualification/Legal capacity</u>. Debtor is duly organized, validly existing and in full force and effect under the laws of the State and has all requisite power and authority to own and operate its businesses and to carry on its businesses as now being conducted. Debtor is duly qualified to do business in each jurisdiction where the nature of its business or the character of its property requires such qualification.

B. <u>Authority</u>. Debtor has full power and authority to enter into and perform the obligations under this Agreement, to execute and deliver the Loan Documents and to incur the obligations provided for herein and therein, all of which have been duly authorized by all necessary and proper company action. No other consent or

approval or the taking of any other action is required as a condition to the validity or enforceability of this Agreement or any of the other Loan Documents.

C. <u>Binding Agreements</u>. This Agreement and the other Loan Documents constitute the valid and legally binding obligations of the Debtor, enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally.

D. <u>Litigation</u>. To the best of Debtor's knowledge, there are no actions, suits, proceedings or investigations pending or threatened against the Debtor before any court or administrative agency, which either in any case or in the aggregate, if adversely determined, would materially and adversely affect the financial condition, assets or operations of the Debtor, or which question the validity of this Agreement or any of the other Loan Documents, or any action to be taken in connection with the transactions contemplated hereby or thereby.

E. <u>No Conflicting Law or Agreements</u>. The execution, delivery and performance by the Debtor of this Agreement and the other Loan Documents: (i) do not violate any order, decree or judgment, or any provision of any statute, rule or regulation, (ii) do not violate or conflict with, result in a breach of or constitute (with notice or lapse of time, or both) a default under any agreement, mortgage, indenture, contract to which the Debtor is a party, or by which any of Debtor's properties are bound, or (iii) except for the lien granted hereunder, do not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or assets of the Debtor.

F. <u>Financial Statements</u>. The financial information of the Debtor, including, but not limited to, tax returns, balance sheets, statements of earnings, retained earnings, contributed capital and cash flow statements, heretofore submitted to Secured Party, is complete and correct and fairly presents the financial condition of the Debtor as of the dates of said information and the results of its operations and its cash flows for the periods referred to therein in accordance with generally accepted accounting principles, consistently applied. Since the submission of said information to Secured Party, there has been no material adverse change in the financial condition or business of the Debtor. Debtor has no material contingent obligations except as disclosed in such financial statements.

G. <u>Taxes</u>. With respect to all taxable periods of the Debtor, the Debtor has filed all tax returns which are required to be filed and all federal, state, municipal, franchise, corporate and other taxes shown on such filed returns have been paid as due or have been reserved against, if not yet due, as required by generally accepted accounting principles, consistently applied, and the Debtor knows of no unpaid assessments against Debtor.

H. <u>Compliance</u>. Debtor is not in default with respect to or in violation of any order, writ, injunction or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency, authority or official, or in violation of any law, statute, rule or regulation to which Debtor or Debtor's properties is or are subject, where such default or violation would materially and adversely affect the financial condition of the Debtor. Debtor represents that Debtor has not received notice of any such default or violation from any party. Debtor is not in default in the payment or performance of any of Debtor's obligations to any third parties or in the performance of any mortgage, indenture, lease, contract or other agreement to which Debtor is a party or by which any of Debtor's assets or properties are bound, where such default would materially and adversely affect the financial condition of the Debtor.

I. <u>Office</u>. The chief executive office and the office where Debtor's books and records concerning Collateral are kept are set forth in the first paragraph of this Agreement.

J. <u>Places of Business</u>. The Debtor has no other places of business and locates no Collateral, specifically including books and records, at any location other than at Debtor's place of business or as noted in relation to this transaction, set forth in the first paragraph of this Agreement.

K. <u>Contingent Liabilities</u>. The Debtor is not a party to any suretyship, guarantyship, or other similar type agreement; nor has Debtor offered its endorsement to any individual, concern, corporation or other entity or

acted or failed to act in any manner which would in any way create a contingent liability (except for endorsement of negotiable instruments in the ordinary course of business).

L. <u>Licenses</u>. Debtor has all licenses, permits and other permissions required by any government, agency or subdivision thereof, or from any licensing entity necessary for the conduct of Debtor's business, all of which the Debtor represents to be in good standing and in full force and effect.

M. <u>Collateral</u>. Debtor is and shall continue to be the sole owner of the Collateral free and clear of all liens, encumbrances, security interests and claims, except as set forth in this Agreement; Debtor is fully authorized to sell, transfer, pledge and/or grant a security interest in each and every item of the Collateral to Secured Party; all documents and agreements related to the Collateral shall be true and correct and in all respects what they purport to be; all signatures and endorsements that appear thereon shall be genuine, and all signatories and endorsers shall have full capacity to contract; none of the transactions underlying or giving rise to the Collateral shall violate any applicable state or federal laws or regulations; all documents relating to the Collateral shall be legally sufficient under such laws or regulations and shall be legally enforceable in accordance with their terms; and the Debtor agrees to defend the Collateral against the claims of all persons other than Secured Party.

N. <u>Environmental, Health, Safety Laws</u>. Debtor has not received any notice, order, petition or similar document in connection with or arising out of any violation of any environmental, health or safety law, regulation, rule or order, and Debtor knows of no basis for any claim of such violation or of any threat thereof.

4. <u>Affirmative Covenants of the Debtor</u>. Debtor covenants and agrees that, from the date hereof until full and final payment of the Note, Debtor shall:

A. <u>Financial Information</u>. Deliver to Secured Party (i) promptly upon Secured Party's request, such documentation and information about the Debtor's financial condition, business and/or operations as Secured Party may, at any time and from time to time, request, including without limitation, business and/or personal financial statements, copies of federal and state income tax returns and all schedules thereto, aging reports of Debtor's accounts and accounts payable, and a listing of Debtor's Inventory and Equipment, all of which shall be in form, scope and content satisfactory to Secured Party, in its sole discretion; and (ii) promptly upon becoming aware of any Event of Default or any occurrence which but for the giving of notice or the passage of time would constitute an Event of Default, notice thereof in writing.

Β. Insurance and Endorsement. Keep the Collateral and Debtor's other properties insured against loss or damage by fire and other hazards (so-called "All Risk" coverage) in amounts and with companies satisfactory to Secured Party to the same extent and covering such risks as is customary in the same or a similar business; maintain public liability coverage, including without limitation, products liability coverage, against claims for personal injuries or death; and maintain all worker's compensation, employment or similar insurance as may be required by applicable law. All insurance shall contain such terms, be in such form, and be for such periods satisfactory to Secured Party, and be written by such carriers duly licensed by the State of and satisfactory to Secured Party. Without limiting the generality of the foregoing, such insurance must provide that it may not be canceled without ten (10) days prior written notice to Secured Party. Debtor shall cause Secured Party to be endorsed as a loss payee with a long form Lender's Loss Payable Clause, in form and substance acceptable to Secured Party on all such insurance. In the event of a failure to provide and maintain insurance as herein provided, Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish to Secured Party certificates or other satisfactory evidence of compliance with the foregoing insurance provisions. The Debtor hereby irrevocably appoints Secured Party as its attorney-in-fact, coupled with an interest, to make proofs of loss and claims for insurance, and to receive payments of the insurance and execute all documents, checks and drafts in connection with payment of the insurance. Any Proceeds received by Secured Party shall be applied to the Obligations in such order and manner as Secured Party shall determine in its sole discretion, or shall be remitted to the Debtor, in either event at Secured Party's sole discretion.

C. <u>Tax and Other Liens</u>. Comply with all statutes and government regulations and pay all taxes (including withholdings), assessments, governmental charges or levies, or claims for labor, supplies, rent and other obligations made against it or its property which, if unpaid, might become a lien or charge against the Debtor or its

properties.

D. <u>Place of Business</u>. Maintain its executive offices at the address set forth in the first paragraph of this Agreement.

E. <u>Inspections</u>. Upon reasonable notice and during normal business hours, allow Secured Party by or through any of their officers, and/or accountants designated by Secured Party, to enter the offices and plants of the Debtor to examine or inspect any of the properties, books and records or extracts therefrom relating to Debtor's financial or business conditions, to make copies of such books and records or extracts therefrom, and to discuss the affairs, finances and accounts thereof with the Debtor all at such reasonable times and as often as Secured Party or any such representative of Secured Party may reasonably request.

F. <u>Litigation</u>. Promptly advise Secured Party of the commencement or threat of litigation, including arbitration proceedings and any proceedings before any governmental agency which is instituted against the Debtor.

G. <u>Maintenance of Existence</u>. Maintain its existence as a [for-profit corporation/limited liability company] and comply with all valid and applicable statutes, rules and regulations, and maintain its properties in good repair, working order and operating condition. The Debtor shall immediately notify Secured Party of any event causing material loss in the value of its assets.

H. Collateral Duties. Do whatever Secured Party may request from time to time by way of obtaining, executing, delivering and filing financing statements, assignments, landlord's or mortgagee's waivers, and other notices and amendments and renewals thereof, and take any and all steps and observe such formalities as Secured Party may request in order to create and maintain a valid and enforceable lien upon, pledge of, and priority security interest in, any and all of the Collateral. Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction, without Debtor's signature, any initial financing statements and amendments thereto that (i) indicate the Collateral (a) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (b) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (a) whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor and, (b) in the case of a financing statement filed as a fixture filing or indicating Collateral as extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon request. All charges, expenses and fees Secured Party may incur in filing any of the foregoing, together with reasonable costs and expenses of any lien search required by Secured Party, and any taxes relating thereto, shall be charged to the Debtor and added to the Obligations.

I. <u>Notice of Default</u>. Provide to Secured Party, within one business day after becoming aware of the occurrence or existence of an Event of Default or a condition which would constitute an Event of Default but for the giving of notice or passage of time on both, notice in writing of such Event of Default or condition.

5. <u>Negative Covenants of the Debtor</u>. The Debtor covenants and agrees that, from the date hereof until full and final payment and performance of all Obligations, the Debtor shall not without the prior written consent of Secured Party:

A. <u>Encumbrances</u>. Incur or permit to exist any lien, mortgage, charge or other encumbrance against any of the Collateral (except as allowed in Section 3(M) above), whether now owned or hereafter acquired.

B. <u>Consolidation or Merger</u>. Merge into or consolidate with or into any entity or in any way change its existence from a [for-profit corporation/limited liability company].

C. <u>Sale and Lease of Assets</u>. Sell, lease or otherwise dispose of any of its assets, except for sales of inventory in the ordinary course of business.

D. <u>Name Changes</u>. Change its name or conduct its business under any trade name or style other than as set forth in this Agreement.

E. <u>Maintenance of Collateral</u>. Permit to incur or suffer any loss, theft, substantial damage or destruction of any of the Collateral which is not immediately replaced with Collateral of equal or greater value, or which is not fully covered by insurance, the proceeds of which shall have been endorsed over to Secured Party in accordance with Section 4(B) hereof.

6. <u>Securities and Deposits</u>. The Secured Party may, at any time following an Event of Default (as hereinafter defined), at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Party may, following an Event of Default, demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations then due and owing.

7. <u>Notification to Account Debtors and Other Persons Obligated on Collateral</u>. If an Event of Default shall have occurred, Debtor shall, at the request of the Secured Party:

A. Notify account Debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor;

B. Assign or endorse the accounts to Secured Party, and notify account Debtors that the accounts have been assigned and should be paid directly to Secured Party;

C. Turn over to Secured Party all inventory returned in connection with any of the accounts;

D. Mark or stamp each of its individual ledger sheets or cards pertaining to its accounts with the legend "Assigned to National Consumer Cooperative Bank, d/b/a NCB [NCB, FSB]", or to the then holder of the Note as applicable, and stamp or otherwise mark and keep its books, records, documents and instruments relating to the accounts in such manner as Secured Party may require; and

E. Mark or stamp all invoices with a legend satisfactory to Secured Party so as to indicate that the same should be paid directly to Secured Party.

Secured Party may itself, if an Event of Default shall have occurred, without notice to or demand upon the Debtor, so notify account Debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately entered after final payment in cash or other immediately available funds of the items giving rise to them.

### 8. <u>Power of Attorney</u>.

A. <u>Appointment and Powers of Secured Party</u>. Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneysin-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorney the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(i) Upon the occurrence of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do so at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including without limitation, (a) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (b) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities, and (c) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(ii) To the extent that the Debtor's authorization given is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

B. <u>Ratification by Debtor</u>. To the extent permitted by law, Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done in accordance herewith. This power of attorney is a power coupled with an interest and shall be irrevocable.

9. <u>No Duty on Secured Party</u>. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

10. Rights of Secured Party. Upon the occurrence of any Event of Default, Secured Party shall have the right to declare the Obligations to be immediately due and payable and shall then have the rights and remedies of a secured party under the Uniform Commercial Code or under any other applicable law, including, without limitation, the right to take possession of the Collateral and, in addition thereto, the right to enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom and the right to occupy the Debtor's premises for the purposes of liquidating Collateral, including without limitation, conducting an auction thereon. Secured Party may require the Debtor to make the Collateral (to the extent the same is moveable) available to Secured Party at a place to be designated by Secured Party. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give the Debtor at least ten (10) days' prior written notice at the address of the Debtor set forth above (or at such other address or addresses as the Debtor shall specify in writing to Secured Party) of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Any such notice shall be deemed to meet any requirement hereunder or under any applicable law (including the Uniform Commercial Code) that reasonable notification be given of the time and place of such sale or other disposition. After deducting all costs and expenses of collection, storage, custody, sale or other disposition and delivery (including reasonable attorneys' fees) and all other reasonable charges against the Collateral, the residue of the Proceeds of any such sale or disposition shall be applied to the payment of the Obligation in such order of priority as Secured Party shall determine and any surplus shall be returned to the Debtor or to any person or party lawfully entitled thereto. In the event the proceeds of any sale, lease or other disposition of the Collateral hereunder, including without limitation, the proceeds from the collection of accounts, are insufficient to pay all of the Obligations in full, the Debtor will be liable for the deficiency, together with interest thereon, at the maximum rate allowable by law, and the costs and expenses of collection of such deficiency, including (to the extent permitted by law) without limitation, attorneys' fees, expenses and disbursements.

Right of Secured Party to Use and Operate Collateral. Etc. Upon the occurrence of any Event of Default, 11. Secured Party shall have the right and power to take possession of all or any part of the Collateral, and to exclude the Debtor and all persons claiming under the Debtor wholly or partly therefrom, and thereafter to hold, store, and/or use, operate, manage and control the same. Upon any such taking of possession, Secured Party may, from time to time, at the expense of the Debtor, make all such repairs, replacements, alterations, additions and improvements to the Collateral as Secured Party may deem proper. In any such case Secured Party shall have the right to manage and control the Collateral and to carry on the business and to exercise all rights and powers of the Debtor in respect thereto as Secured Party shall reasonably deem best, including the right to enter into any and all such agreements with respect to the operation of the Collateral or any part thereof as Secured Party may see fit; and Secured Party shall be entitled to collect and receive all issues, profits, fees, revenues and other income of the same and every part thereof. Such issues, profits, fees, revenues and other income shall be applied to pay the expenses of holding and operating the Collateral and of conducting the business thereof, and of all maintenance, repairs, replacements, alterations, additions and improvements, and to make all payments which Secured Party may be required or may elect to make, if any, for taxes, assessments, insurance and other charges upon the Collateral or any part thereof, and all other payments which Secured Party may be required or authorized to make under any provision of this Agreement (including legal costs and attorneys' fees). The remainder of such issues, profits, fees, revenues and other income shall be applied to the payment of the Obligation. Without limiting the generality of the foregoing, Secured Party shall have the right to apply for and have a receiver appointed by a court of competent jurisdiction in any action taken by Secured Party to enforce its rights and remedies hereunder in order to manage, protect and preserve the Collateral and continue the operation of the business of the Debtor and to collect all revenues and profits thereof and apply the same to the payment of all expenses and other charges of such receivership including the compensation of the receiver and to the payment of the Obligation as aforesaid until a sale or other disposition of such Collateral shall be finally made and consummated.

12. <u>Events of Default</u>. The Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions (herein individually called an "*Event of Default*" and collectively called "*Events of Default*");

A. <u>Payment Default</u>. Debtor fails to make any payment when due under the Loan or under any Loan Document, subject to any applicable grace and cure period.

B. <u>Other Defaults</u>. Debtor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or to comply with or to perform any term, obligation, covenant or condition contained in any other existing or future agreement between Secured Party and Debtor, if such failure constitutes an event of default as defined in any such other agreement, and beyond any applicable grace and cure period as may be set forth in such other agreement.

C. <u>False Statements</u>. Any warranty, representation or statement made or furnished to Secured Party by Debtor or on Debtor's behalf under this Security Agreement or the Loan Documents was false or misleading in any material respect at the time made or furnished.

D. <u>Insolvency</u>. If Debtor (i) makes a general assignment for the benefit of creditors, (ii) fails to pay its debts generally as such debts become due, (iii) is found to be insolvent by a court of competent jurisdiction, (iv) voluntarily files a petition in voluntary bankruptcy or a petition or answer seeking a readjustment of debts under any federal bankruptcy law, or (v) has any such petition filed against any Debtor which is not vacated or dismissed within sixty (60) days after the filing thereof.

E. <u>Defective Collateralization</u>. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

F. <u>Creditor or Forfeiture Proceedings</u>. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Debtor or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Debtor's accounts, including deposit accounts, with Secured Party. However, this Event of Default shall not apply if there is a good faith dispute by Debtor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Debtor gives Secured Party written notice of the creditor or forfeiture proceeding

and deposits with Debtor monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Debtor, in its sole discretion, as being an adequate reserve or bond for the dispute.

G. <u>Failure to Account</u>. Debtor's failure duly to account, to Secured Party's satisfaction, at such time or times as Secured Party may require, for any of the Collateral, or proceeds thereof, coming into the control of the Debtor.

H. <u>Litigation</u>. The institution of any suit affecting the Debtor deemed by Secured Party to affect adversely its interest hereunder in the Collateral or otherwise.

I. <u>Insecurity</u>. Lender in good faith believes the prospect of payment of the Note is substantially impaired due to acts or events bearing upon the financial condition or results of operations of Debtor, on a consolidated basis if applicable.

J. <u>Material Adverse Change</u>. Debtor shall incur or permit to exist a material adverse change in its financial condition or results of operations, on a consolidated basis if applicable.

13. Waivers. Etc. Debtor hereby waives presentment, demand, notice, protest and all other demands and notices in connection with this Agreement or the enforcement of Secured Party's rights hereunder or in connection with any Obligation or any Collateral; consents to and waives notice of: (a) the granting of renewals, extensions of time for payment or other indulgences to the Debtor or to any account Debtor in respect of any account receivable of the Debtor; (b) substitution, release or surrender of any Collateral; (c) the addition or release of persons primarily or secondarily liable on the Obligation or on any account receivable or other Collateral; and (d) the acceptance of partial payments on the Obligation or on any account receivable or other Collateral and/or the settlement or compromise thereof. No delay or omission on the part of Secured Party in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder. Any waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any such future occasion.

14. <u>Termination; Assignment, Etc.</u> This Agreement and the security interest in the Collateral created hereby shall terminate when the Obligation has been paid and finally discharged in full. No waiver by Secured Party or by any other holder of the Obligation of any default shall be effective unless in writing signed by Secured Party nor shall any waiver granted on any one occasion operate as a waiver of any other default or of the same default on a future occasion. In the event of a sale or assignment by Secured Party of all or any of the Obligation held by Secured Party, Secured Party may assign or transfer its respective rights and interests under this Agreement in whole or in part to the purchaser or purchasers of such Obligation, whereupon such purchaser or purchasers shall become vested with all of the powers and rights hereunder, and Secured Party shall thereafter be forever released and fully discharged from any liability or responsibility hereunder with respect to the rights and interests so assigned except that Secured Party shall be liable for damages suffered by the Debtor as a result of actions taken by Secured Party in bad faith or with willful misconduct.

15. <u>Notices</u>. Except as otherwise provided herein, notice to the Debtor or to Secured Party shall be deemed to have been sufficiently given or served for all purposes hereof if mailed by certified or registered mail, return receipt requested, as stated in the first paragraph of this Agreement.

16. <u>Jury Waiver</u>. DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART AND/OR THE ENFORCEMENT OF ANY OF SECURED PARTY'S RIGHTS AND REMEDIES, INCLUDING WITHOUT LIMITATION, TORT CLAIMS. THE DEBTOR ACKNOWLEDGES THAT DEBTOR MAKES THIS WAIVER VOLUNTARILY, INTELLIGENTLY, KNOWINGLY, WITHOUT DURESS AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS THEREOF.

17. <u>Miscellaneous</u>. This Agreement shall inure to the benefit of and be binding upon Secured Party and the Debtor and their respective successors and assigns. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and hereto on separate counterparts, each original, but all of which together shall constitute one instrument.

18. <u>Governing Law</u>. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Collateral, this Agreement will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of \_\_\_\_\_\_\_. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of \_\_\_\_\_\_\_. In all other respects, this Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the Commonwealth of Virginia without regard to conflict of law provisions. However, if there ever is a question about whether any provision of this Agreement is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Agreement has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the Commonwealth of Virginia.

## --REMAINDER OF PAGE LEFT INTENTIONALLY BLANK--SIGNATURE PAGE TO FOLLOW

# Exhibit C-5

WHEREFORE, this Security Agreement has been executed by Debtor as of the day and year first above written.

DEBTOR:

By: \_\_\_\_\_\_\_Name: Its:

#### **GUARANTY AGREEMENT**

 This is a guaranty agreement between \_\_\_\_\_\_, of \_\_\_\_\_\_, Massachusetts ("Guarantor"), and \_\_\_\_\_\_, a \_\_\_\_\_\_ with a place of business in \_\_\_\_\_\_, Massachusetts ("Lender").

\_\_\_\_\_\_, a \_\_\_\_\_\_ ("Borrower"), together with the Guarantor, has asked Lender for a loan in the amount of \$\_\_\_\_\_\_ ("Loan"). Lender has informed the Guarantor and the Borrower that it is willing to make the Loan only if the Guarantor guarantees the Borrower's obligations to Lender. In consideration of the benefits which will accrue to the Guarantor through the Borrower, and for other good and valuable consideration, the receipt and adequacy of which the Guarantor acknowledges, the Guarantor agrees with Lender as follows.

## ARTICLE I

### **Covenants and Agreements**

Section 1.1. **Guaranty**. The Guarantor unconditionally guarantees to Lender the full and timely payment, performance, and observance of all obligations and liabilities of the Borrower to Lender of every kind, nature, and description, whether secured or unsecured, monetary or non-monetary, liquidated or unliquidated, absolute or contingent, due or to become due, joint, several, or joint and several, now existing or hereafter arising ("Obligations"). Without limiting the generality of the preceding provision, the Guarantor agrees to reimburse Lender on demand for all expenses and costs, including reasonable legal fees, paid or incurred by Lender (i) in realizing upon any of the Obligations, (ii) in enforcing any past, present, or future note, mortgage, security agreement, loan agreement, or other document which states, evidences, or secures any or all of the Obligations ("Loan Documents"), and (iii) in participating in any capacity or capacities in any and all aspects of any bankruptcy case or proceeding in which the Borrower is a debtor. Each and every default by the Borrower under any of the Loan Documents shall give rise to a separate cause of action, and separate suits may be brought as each cause of action arises.

Section 1.2. **Subordination**. Any indebtedness of the Borrower now or later held by the Guarantor is hereby subordinated in all respects to the Obligations. The Guarantor hereby assigns to Lender, as security for this guaranty, all such indebtedness. The Guarantor shall notify Lender in writing within ten (10) days after any new indebtedness is created. If Lender so requests, the Guarantor shall collect, enforce, receive, and immediately pay over to Lender the proceeds of any such indebtedness. Payment to Lender shall not reduce or affect in any manner the liability of the Guarantor under the other provisions of this agreement. Any note or other instrument now or later evidencing any indebtedness of the Borrower to the Guarantor shall be marked with a legend that it is subject to this agreement. If Lender so requests, the Guarantor to Lender to be held as security for the performance of the Guarantor's obligations to Lender. The Guarantor hereby authorizes Lender to file such financing statements, continuation statements, and other documents as Lender considers necessary or appropriate to perfect, preserve, and enforce its rights under this Section 1.2.

Section 1.3. **Obligations Absolute**. To the fullest extent permitted by law, the obligations of the Guarantor under this agreement shall be absolute and unconditional, shall remain in full force and effect, and shall not be affected, reduced, modified, or impaired upon the happening from time to time of any event except the final payment in full in cash of all the Obligations, including without limitation any of the following:

(a) any compromise, settlement, release, or termination of (i) any of the Obligations or of (ii) the obligations owed to Lender by any other guarantor of the Obligations ("Third Party");

(b) any failure by Lender to give notice of a default or to give any other notice to the Borrower, the Guarantor, or any Third Party;

(c) any transfer, encumbrance, or failure of title with respect to any collateral (i) held by Lender for the Obligations or (ii) held by Lender for the obligations of any Third Party ("Third-Party Obligations");

(d) any waiver by Lender of any duties of payment, performance, or observance owed to Lender by the Borrower or by any Third Party;

(e) any extension of (i) the time for payment of any principal or interest on any of the Obligations or any of the Third-Party Obligations or of (ii) the time for performance by the Borrower or by any Third Party of any other obligations, covenants, or agreements;

(f) any modification, amendment, restatement, renewal, or extension of (i) any of the Loan Documents or of (ii) any legal documents that evidence, articulate, or secure any of the Third-Party Obligations ("Third-Party Documents");

(g) the taking or the omission of any of the actions contemplated or permitted by this agreement, by the Loan Documents, or by the Third-Party Documents;

(h) any forbearance, failure, omission, or delay on the part of Lender to enforce, assert, or exercise any right, power, or remedy conferred upon it (i) by law or (ii) in the Loan Documents, in the Third-Party Documents, or in this agreement;

(i) the voluntary or involuntary liquidation, dissolution, sale, or other disposition of all or substantially all of the assets of the Borrower or of any Third Party; the marshaling of the assets and/or liabilities of the Borrower or of any Third Party; any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, composition with creditors, readjustment, or other similar proceedings affecting the Borrower, any Third Party, or any of the assets of any of them; or any allegation or contest concerning the validity of this agreement, the Loan Documents, or any Third-Party Documents in any such proceeding;

(j) the default or failure of any person or entity, other than the Borrower or a Third Party, to perform fully any obligations set forth in any legal document delivered to Lender in connection with the Loan Documents;

(k) a determination of the complete or partial invalidity of any of the Loan Documents or the Third-Party Documents;

- (l) the release of any collateral that secures the Obligations or the Third-Party Obligations; or
- (m) any absence of consent by the Guarantor, the Borrower, or any Third Party.

Section 1.4. Claims By And Against Borrower. To the full extent permitted by law, the Guarantor waives all rights to set-off, counterclaim, and recoupment and all defenses of any kind or nature which the Borrower has or may have against Lender.

Section 1.5. **Direct Obligation**. After a default at any time by the Borrower under the Loan Documents, Lender shall have the right to proceed first and directly against the Guarantor without proceeding against the Borrower or any other party, without exhausting any other remedies it may have, and without resorting to any other security which it may hold. The Guarantor shall have no rights of subrogation, reimbursement, or indemnity whatsoever, nor any right of recourse to any security for the Obligations, until all of the Obligations, and all of the Guarantor's obligations under this agreement, have been paid in full. At any time when there is more than one guarantor of the Obligations, the liability of such guarantors shall be joint and several.

Section 1.6. Waivers. To the full extent permitted by law, the Guarantor waives (1) all suretyship defenses, (2) notice from Lender of its acceptance of this agreement, and (3) notice from Lender of its reliance upon this agreement.

Section 1.7 **Expenses.** The Guarantor agrees to pay all costs, expenses, and fees, including reasonable legal fees, incurred by Lender in enforcing this agreement, including without implied limitation all costs, expenses, and fees incurred by Lender in any capacity or capacities in order to protect its interests with respect to this agreement in any bankruptcy case or adversary proceeding in which the Guarantor is a debtor.

Section 1.8. Affirmative Covenants. The Guarantor covenants and agrees that within three days after becoming aware of the existence of (i) any condition or event which constitutes a default under this agreement or the Loan Documents, or which would upon notice or passage of time constitute such a default, or (ii) any threatened or pending litigation or administrative proceeding which, if determined adversely to the Guarantor, could have a material adverse

effect on the Guarantor's financial condition, the Guarantor will give written notice to Lender specifying the nature of the matter and the action proposed to be taken by the Guarantor.

Section 1.9. Events of Default. Each of the following circumstances shall constitute an Event of Default under this agreement:

(a) The failure of the Guarantor materially to observe, maintain, or perform any covenant, duty, or agreement set forth in (i) this agreement or (ii) any other legal document that evidences, secures, or sets forth the Guarantor's obligations to Lender; or

(b) The material breach of any warranty set forth in this agreement; or

(c) The material falsity, inaccuracy, or incompleteness of any representation set forth in this agreement; or

(d) The Guarantor's involvement in financial difficulties as evidenced by any of the following circumstances or occurrences:

as they become due;

(ii)

(i) the Guarantor's admitting in writing the inability to pay the Guarantor's debts generally

the Guarantor's commencement of a voluntary case under the United States Bankruptcy

Code ("Code");

(iii) the Guarantor's filing an answer or other pleading admitting or failing to deny the material allegations of a petition filed against the Guarantor commencing an involuntary case under the Code, or seeking, consenting to, or acquiescing in the relief sought by such a petition, or the Guarantor's failing to controvert timely the material allegations of any such petition;

(iv) the entry of an order for relief in any involuntary case commenced under the Code;

(v) the Guarantor's seeking relief as a debtor under any applicable law, other than the Code, relating to the liquidation of assets or to the modification or alteration of the rights of creditors, or the Guarantor's consenting to or acquiescing in such relief;

(vi) the entry of an order by a court of competent jurisdiction (a) finding the Guarantor to be bankrupt or insolvent, (b) ordering or approving any liquidation of the Guarantor's assets or any modification or alteration of the rights of the Guarantor's creditors, or (c) assuming custody of, or appointing a receiver or other custodian for, all or a substantial part of Guarantor's property;

(vii) the Guarantor's making an assignment for the benefit of creditors, or entering into a composition with creditors, or appointing or consenting to the appointment of a receiver or other custodian for all or a substantial part of the Guarantor's property; or

(e) (i) Default by the Guarantor in the payment of any indebtedness in an amount more than \$10,000, (ii) the Guarantor's failure timely to perform or to pay any material obligations under any agreement with respect to the use of real or personal property beyond any applicable grace period, or (iii) the Guarantor's failure to perform or observe any provision in any instrument evidencing, relating to, or securing any such obligation, causing it to become due prior to its stated maturity; or

(f) The actual or purported termination, limitation, or other impairment by the Guarantor of this guaranty agreement.

Section 1.10. Benefits and Burdens. This agreement is entered into by the Guarantor for the benefit of Lender and its successors and assigns and is binding upon the Guarantor and the Guarantor's heirs, successors, and assigns.

#### **ARTICLE II**

### **Representations and Warranties**

The Guarantor represents and warrants as follows:

Section 2.1. **Financial Statements**. Each financial statement of the Guarantor delivered to Lender presents fairly the financial position of the Guarantor as of its date. Since such date, there has been no change in the financial condition of the Guarantor except changes in the ordinary course of business, none of which individually or in the aggregate has been materially adverse.

Section 2.2. **Binding Effect**. This agreement creates legal, valid, and binding obligations enforceable against the Guarantor in accordance with their terms, except to the extent that enforceability may be limited by bankruptcy and insolvency laws affecting creditors' rights generally.

Section 2.3. **No Violation**. The Guarantor is not materially in violation of any term or provision of any mortgage, lease, agreement, or other instrument by which the Guarantor is bound or to which any of the Guarantor's assets is subject. The signing, delivery, and performance of this agreement will not result in the violation by the Guarantor or be in conflict with or constitute a default under any term or provision of any mortgage, lease, agreement, or other instrument, or of any judgment, decree, governmental order, statute, rule, or regulation by which the Guarantor is bound or to which any of the Guarantor's assets is subject. No consent or approval by, authorization of, or filing with, any private party or any federal, state, municipal, or other governmental commission, board, agency, or other governmental authority is necessary in connection with the execution, delivery, or performance of this agreement.

Section 2.4. **Disclosures.** All descriptions and information delivered to Lender relating to the Guarantor are true in all material respects, and none omits to state a material fact which is necessary to make the statements made therein not misleading in any material respect.

Section 2.5. Litigation. No action, suit, or other proceeding in any court or before any governmental agency or authority is now pending or threatened against or affecting the Guarantor or any of the Guarantor's properties, rights, or privileges.

# ARTICLE III

#### Miscellaneous

Section 3.1. Set Off. Any and all deposits and other sums at any time credited by or due from Lender to the Guarantor and any other property of the Guarantor in the possession of Lender shall at all times constitute additional security for the obligations of the Guarantor under this agreement. To the full extent permitted by law after an Event of Default, Lender may apply or set off such deposits or other sums against the Guarantor's obligations without demand upon or notice to the Guarantor and may exercise the rights of a secured party with respect to any other property in accordance with the provisions of Chapter 106 of the Massachusetts General Laws.

Section 3.2. **Cumulative Remedies.** No remedy available to Lender under this agreement is intended to exclude any other available remedy but shall be in addition to every other remedy now or hereafter existing at law, in equity, or by statute.

Section 3.3 **Governing law; venue.** This agreement has been negotiated and signed in Massachusetts, and it will be administered primarily in Massachusetts. All parties have relied upon the applicability of the internal laws of Massachusetts. Accordingly, this agreement shall be interpreted and enforced in accordance with the internal laws of Massachusetts, without giving effect to any law or doctrine which would dictate application of the law of another state. The parties further agree that Massachusetts is the proper venue for any action by the Guarantor arising from or relating to the Obligations. Accordingly, the Guarantor covenants and agrees with Lender (a) not to commence against Lender any action in any court sitting outside Massachusetts, (b) not to seek to transfer to any court sitting outside Massachusetts any action commenced in Massachusetts, and (c) not to oppose on grounds of improper venue or *forum non conveniens* any action

commenced by Lender in a court sitting in Massachusetts. The Guarantor acknowledge that the provisions of this section warrant enforcement in equity.

Section 3.4 **Waiver**. No delay or omission by Lender in exercising any right or power shall impair any such right or power or shall be construed to be a waiver. Any such right or power may be exercised by Lender from time to time and as often as Lender decides advisable. No waiver, amendment, release, or modification relating to this agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing duly signed in accordance with Section 3.8.

Section 3.5. Successors. This agreement shall bind the Guarantor's heirs, successors, and assigns and shall inure to the benefit of Lender's successors and assigns.

Section 3.6. Entire Agreement. This instrument sets forth the entire agreement of the parties, and it supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter. This agreement may be signed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3.7. **Partial Invalidity**. The invalidity or unenforceability of any one or more phrases, sentences, clauses, or sections of this agreement shall not affect the validity or enforceability of the remaining portions of this agreement.

Section 3.8. Amendment. This agreement may be amended only by a written agreement signed by the parties.

Section 3.9. Jury Waiver. THE GUARANTOR AND LENDER EACH HEREBY WAIVE THEIR RIGHTS OF TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATING TO THIS AGREEMENT, THE LOAN DOCUMENTS, THE BORROWER, AND/OR THE OBLIGATIONS.

Signed as a sealed instrument \_\_\_\_\_, 2008.

Accepted:

\_\_\_\_\_

By:\_\_\_\_\_

## COMMONWEALTH OF MASSACHUSETTS

, SS

, 2008

personally appeared before me and acknowledged having signed the foregoing document voluntarily for its stated purpose. To identify the signatory I relied upon:

a driver's license or other state or federal government document bearing a photographic image.

- an oath or affirmation of a credible witness known to me who knows the signatory.
- my personal knowledge of the identity of the signatory.

Notary Public: My commission expires:

### SECURITY AGREEMENT (all assets)

1. Grant.

("Debtor"), a	organized un	der the laws of	with its principal office at
,,,,	(a) grants to	, a	with offices
at,, Massachuset	ts ("Secured Party	"), a security interest i	n the property defined below as
"Collateral" and (b) to the extent applicable, pledy	ges and assigns the	Collateral to Secured I	Party.

2. **Purpose.** The foregoing grant, pledge, and assignment shall secure the full and timely payment, performance, and observance of all Debtor's monetary and non-monetary obligations to Secured Party now existing and hereafter arising, direct or indirect, absolute or contingent, liquidated or unliquidated, due or to become due, and whether joint, several, or joint and several (collectively "Obligations"), including without implied limitation the indebtedness evidenced by Debtor's promissory note of even date in the face amount of \$\_\_\_\_\_\_ issued to Secured Party by Debtor ("Note").

### 3. Collateral.

"Collateral" means all of the Debtor's rights and interests now owned or hereafter acquired in the property described on Exhibit A, attached, together with all cash and non-cash proceeds and products of such property. Each category of collateral listed on Exhibit A shall have the meaning attributed to it in the Massachusetts Uniform Commercial Code, as amended from time to time, the definitional sections of which are incorporated here by reference as if set forth fully in this agreement. Without limiting the generality of the foregoing provisions, "Collateral" includes all rights and interests of Debtor in franchise agreements and in any proceeds thereof.

#### 4. Covenants, Warranties, and Agreements.

A. **Ownership and location of Collateral.** Debtor warrants to Secured Party and covenants with Secured Party that (1) Debtor owns the Collateral free and clear of all claims, liens, and security interests, other than those listed on Exhibit B, attached ("Permitted Encumbrances"), (2) Debtor has the power and authority to make and perform this agreement, (3) the only locations of the Collateral are and will be at the places listed on Exhibit C, attached, and (4) Debtor has and will have no Collateral except at the foregoing locations.

B. General. Debtor covenants and agrees with Secured Party as follows:

(1) it will timely perform and observe strictly in accordance with their terms all of its obligations under this agreement.

(2) it will defend the Collateral against the claims and demands of all persons and will indemnify and hold harmless Secured Party against all such claims and demands;

(3) it will not permit any of the Collateral, or any business records relating to the Collateral, to be removed from a permitted location without the prior written consent of Secured Party, except in the ordinary course of business;

(4) it will immediately advise Secured Party in writing of any change in its place of business, or the opening of any new place of business;

(5) it will not (a) permit any security interests (other than Secured Party's security interest and the Permitted Encumbrances) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under any legal process or to become the subject of any lien unless such lien is dissolved within thirty (30) days after the lien arises; (c) transfer in any manner whatsoever any interest in the Collateral, except in the ordinary course of business, without the prior written consent of the Secured Party; (d) permit to be done or to occur anything that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit any tangible Collateral to become an accession to other goods, unless such other goods are owned by Debtor; and

(6) it will (a) perform and observe in full and on time all its duties and other undertakings with respect to the obligations secured by the Permitted Encumbrances and (b) will not materially modify the obligations secured by the Permitted Encumbrances.

C. **Promissory notes and tangible chattel paper**. If at any time Debtor holds or acquires any promissory notes or tangible chattel paper, then within five (5) business days Debtor shall endorse, assign, and deliver such items to Secured Party, together with such instruments of transfer or assignment, duly executed in blank, as Secured Party from time to time may specify.

D. **Deposit accounts.** For each deposit account that Debtor at any time opens or maintains, Debtor shall, within three business days after Secured Party's request following an Event of Default, pursuant to an agreement in form and substance satisfactory to Secured Party, at Secured Party's election either (1) cause the depositary bank to agree to comply at any time with instructions given by Secured Party to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of Debtor, or (2) arrange for Secured Party to become the customer of the depositary bank with respect to the deposit account, so that Debtor is permitted to withdraw funds from such deposit account only with the consent of Secured Party. The provisions of this section shall not apply to (i) any deposit account for which Debtor, the depositary bank and Secured Party have entered into a cash collateral agreement, (ii) any deposit account for which Secured Party is the depositary, and (iii) any deposit account specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments for Debtor's employees.

Investment property. If Debtor at any time holds or acquires any certificated securities, then within ten E. (10) business days after the signing of this agreement or the acquisition of the certificates, whichever is later, Debtor shall endorse, assign, and deliver such certificates to Secured Party, accompanied by such instruments of transfer or assignment, duly executed in blank, as Secured Party from time to time may specify. If any securities now or hereafter acquired by Debtor are uncertificated and are issued to Debtor or its nominee directly by the issuer, then within ten (10) business days after the signing of this agreement or the issuance of such securities, whichever is later, Debtor shall notify Secured Party thereof, and within ten (10) business days after Secured Party's request, pursuant to an agreement in form and substance satisfactory to Secured Party, at Secured Party's election the Debtor either shall (1) cause the issuer to agree to comply with instructions given by Secured Party as to such securities, without further consent of Debtor or such nominee, or (2) arrange for Secured Party to become the registered owner of the securities. If Debtor or its nominee at any time holds or acquires any certificated securities, uncertificated securities, or other investment property through a securities intermediary or commodity intermediary, then within ten (10) business days after the date of this agreement or the acquisition of such property, whichever is later, Debtor shall notify Secured Party thereof, and within ten (10) business days after Secured Party's request, pursuant to an agreement in form and substance satisfactory to Secured Party, at Secured Party's election Debtor either shall (a) cause such securities intermediary or commodity intermediary to agree (i) to comply with entitlement orders or other instructions given by Secured Party as to such securities or other investment property, or (ii) to apply any value distributed on account of any commodity contract as directed by Secured Party, in each case without further consent of Debtor or such nominee, or (b) in the case of financial assets or other investment property held through a securities intermediary, arrange for Secured Party to become the entitlement holder with respect to such investment property, with Debtor being permitted to exercise rights to withdraw or otherwise deal with such investment property only with the consent of Secured Party. Secured Party shall not give any such entitlement orders, instructions, or directions to any such issuer, securities intermediary, or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by Debtor, unless an Event of Default (i) has occurred and is continuing or (ii) would result from a requested withdrawal or dealing. The provisions of this section shall not apply to any financial assets credited to a securities account for which Secured Party is the securities intermediary.

F. **Collateral in the possession of a bailee**. If at any time any goods that constitute Collateral are in the possession of a bailee, then Debtor promptly shall notify Secured Party. If requested by Secured Party, Debtor within ten (10) business days after such request shall obtain an acknowledgement from the bailee, in form and substance satisfactory to Secured Party, that the bailee holds such Collateral for the benefit of Secured Party and will act upon Secured Party's instructions without the further consent of Debtor. Secured Party shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to the bailee.

G. Electronic chattel paper and transferable records. If Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, Debtor promptly shall notify Secured Party thereof and at the request of Secured Party shall take such action as Secured Party requests to vest in Secured Party control, under § 9-105 of the Uniform Commercial Code ("UCC"), of such electronic chattel paper, or control, under Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or as the case may be, §16 of the Uniform Electronic Transactions Act, as in effect in such jurisdiction, of such transferable record. Secured Party agrees to arrange, pursuant to procedures satisfactory to Secured Party and as long as such procedures will not result in Secured Party's loss of control, for Debtor to make alterations to the electronic chattel paper or transferable record permitted under UCC § 9-105, or as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to such electronic chattel paper or transferable record.

H. Letter-of-credit rights. If Debtor at any time becomes a beneficiary under a letter of credit, Debtor shall notify Secured Party within ten (10) business days thereafter. At Secured Party's request. Debtor shall, pursuant to an agreement in form and substance satisfactory to Secured Party, either (1) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Secured Party of the proceeds of any drawing under the letter of credit or (2) arrange for Secured Party to become the transferee beneficiary of the letter of credit, provided that Secured Party agrees that the proceeds of any drawing under the letter of credit are to be applied to the Obligations.

I. **Commercial tort claims.** If Debtor at any time acquires a commercial tort claim, then Debtor shall notify Secured Party within ten (10) business days thereafter of the details of such claim and shall grant to Secured Party in writing a security interest in such claim and in its proceeds, all upon the terms of this agreement, such writing to be in form and substance satisfactory to Secured Party.

J. Goods. With respect to Collateral consisting of goods, Debtor covenants and agrees with Secured Party as follows:

(1) Debtor will insure the Collateral against all hazards requested in good faith by Secured Party, such insurance being issued by insurers reasonably satisfactory to Secured Party and being in an amount satisfactory to Secured Party; will cause Secured Party to be named as sole loss payee on such insurance; and will use the proceeds of such insurance, if Secured Party releases the proceeds to Debtor pursuant to the following subsection, to repair or replace the Collateral free of all liens and security interests other than Secured Party's and (to the extent applicable) the Permitted Encumbrances. If Debtor fails to obtain such insurance, Secured Party shall have the right (but not the obligation) to obtain it at Debtor's expense, whereupon Debtor shall reimburse Secured Party on demand;

(2) Insurance proceeds attributable to the Collateral shall be held by Secured Party as cash collateral for the Obligations. If no Event of Default is outstanding, and if Secured Party determines that it is feasible for the damaged or destroyed Collateral to be repaired or replaced without material prejudice to Secured Party, then Secured Party shall disburse from time to time all or any part of such proceeds upon such terms and conditions as Secured Party decides advisable, for direct application by Debtor to the repair or replacement of the Collateral; otherwise Secured Party may apply all or any part of such proceeds to the Obligations;

(3) Debtor will keep the Collateral in good condition and repair, reasonable wear and tear excepted, and will permit Secured Party and its agents to inspect the Collateral from time to time upon Secured Party's request; and

(4) Debtor will pay Secured Party on demand all amounts, including reasonable attorney's fees, paid or incurred by Secured Party (a) for any costs which Secured Party incurs to discharge Debtor's duties with regard to taxes, levies, insurance, repairs, or maintenance of the Collateral, and (b) in taking possession of, disposing of, or preserving the Collateral.

K. **Other Collateral**. With respect to all Collateral other than inventory and equipment, Debtor covenants and agrees as follows:

(1) immediately after Secured Party's request from time to time, Debtor will give notice of Secured Party's security interest to any persons obligated to Debtor on any such Collateral;

(2) within five (5) business days after Secured Party's request, Debtor will deliver to Secured Party any Collateral requested by it, in connection with which Debtor on demand shall make or furnish all endorsements, notations, records, information, and other forms of assistance requested by Secured Party to enable it to perfect its security interest in such Collateral, to hold, transfer, or collect the proceeds of such Collateral, and/or to enforce Debtor's and Secured Party's rights with respect to such Collateral; and

(3) it will take any actions that are necessary or advisable to preserve its rights against account debtors and any other obligors on such Collateral.

L. **Other actions**. Debtor agrees to take any other action requested by Secured Party to ensure the attachment, perfection, first priority, and enforceability of Secured Party's security interest in any and all of the Collateral, including without implied limitation, (a) executing, delivering, and (where appropriate) filing financing statements and amendments under the UCC, to the extent, if any, that Debtor's signature is required, (b) causing Secured Party's name to be noted as secured party on any certificate of title for titled goods if such notation is a condition to attachment, perfection, priority, or enforceability of Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection, priority, or enforceability of Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor, or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Secured Party and (f) taking all actions required by any earlier or subsequent versions of the UCC or by other law.

### 5. Representations and warranties concerning Debtor's name and legal status.

Debtor represents and warrants to Secured Party (a) that Debtor's exact legal name and organizational status are correctly stated in Section 1 of this agreement and (b) that any organizational identification number is correctly stated on the signature page of this agreement.

### 6. **Covenants concerning Debtor's legal status**.

Debtor covenants with Secured Party that (a) without providing at least thirty days prior written notice to Secured Party, Debtor will not change its name, its place of business, the location of its chief executive office, its mailing address, or its organizational identification number, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor immediately shall notify Secured Party, and (c) Debtor will not change its type of organization, jurisdiction of organization, or other legal structure.

### 7. Miscellaneous representations and warranties.

Debtor represents and warrants to Secured Party that (a) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in § 9-102(a)(34) of the UCC, (b) Debtor holds no commercial tort claim, and (c) at all times Debtor has operated its business in compliance with (i) all applicable provisions of the federal Fair Labor Standards Act, as amended, and (ii) all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances.

### 8. **Covenants concerning Collateral**.

Debtor covenants with Secured Party that Debtor will (a) not use the Collateral in violation of law or any policy of insurance, (b) pay when due all taxes, assessments, governmental charges, and levies made upon the Collateral, incurred in connection with the use or operation of the Collateral, or incurred in connection with this agreement, and (c) operate its business in compliance with (i) all applicable provisions of the federal Fair Labor Standards Act, as amended, and (ii) all applicable provisions of all federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances.

## 9. **Power of Attorney**.

Debtor agrees to take all steps requested by Secured Party to protect and perfect its rights in the Collateral. For that purpose Debtor irrevocably appoints Secured Party as Debtor's attorney-in-fact to do all acts and things which Secured Party decides advisable to perfect and continue perfected its rights and to protect the Collateral, all as fully and completely as Debtor could do if Debtor were acting on its own behalf. The powers conferred on Secured Party in this section are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of the foregoing powers. Neither Secured Party nor any of its officers, directors, employees, or agents shall be liable to Debtor for any act or failure to act, except for Secured Party's own willful misconduct.

## 10. Authorization.

Debtor irrevocably authorizes Secured Party at any time to file any initial UCC financing statements and amendments that (a) describe the Collateral (i) as "all assets" of Debtor (or terms of similar import), regardless of whether any particular asset falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) include any other information required by part 5 of Article 9 of the UCC, including (i) whether Debtor is an organization, the type of organization, and any organization identification number issued to Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. Debtor agrees to furnish all such information to Secured Party promptly upon Secured Party's request.

#### 11. Events of Default.

Each of the following circumstances and occurrences shall constitute an Event of Default under this agreement:

(1) Material breach of any warranty, covenant, or other provision of this agreement, unless (a) in Secured Party's opinion the breach is readily curable and (b) such breach is fully cured within ten (10) days;

(2) Material misrepresentation in this agreement or in any document furnished to Secured Party by or on behalf of Debtor;

(3) The imposition upon any Collateral of any lien or encumbrance (other than the Permitted Encumbrances and/or a security interest in favor of Secured Party) except (i) liens for taxes for which Debtor (a) has established adequate reserves and (b) is contesting in good faith, (ii) liens for taxes not yet due and payable and (iii) liens dissolved within ten (10) days after they arise;

(4) The making of any levy, seizure, sequestration, or attachment of or upon any property of Debtor, unless released within ten (10) days;

(5) The issuance of any injunction or other order which, in Secured Party's judgment, materially impairs Debtor's business or its financial condition, unless such injunction is dissolved within ten (10) days after its issuance;

(6) The filing by Debtor in any forum of any petition, answer, or similar document seeking (a) relief under any bankruptcy, insolvency, or similar law, or (b) the appointment of a receiver, trustee, or other fiduciary to take charge of any of Debtor's property;

(7) The filing against Debtor in any forum of any petition or similar document under any bankruptcy, insolvency, or similar law, if such is not dismissed within thirty (30) days;

(8) The filing against Debtor in any forum of any petition or similar document seeking the appointment of a receiver, trustee, or other fiduciary to take charge of any of Debtor's property, if such is not dismissed within thirty (30) days;

(9) Debtor's written statement or acknowledgment of its inability to pay its debts as they become

(10) Any assignment by Debtor for the benefit of any of its creditors, or any composition by Debtor with any of its creditors;

(11) The dissolution of Debtor as a legal entity;

(12) The commencement of any proceeding seeking the dissolution of Debtor, unless such proceeding is dismissed within thirty (30) days; or

(13) Any circumstance or occurrence that constitutes an Event of Default as defined in the Note or in any other legal document that secures, evidences, or states any of the Obligations.

#### 12. **Power to Sell or Collect Collateral.**

A. After any Event of Default, Secured Party shall have, in addition to all other rights and remedies, the rights and remedies of a secured party under the applicable provisions of the UCC, including without implied limitation the right to take possession of the Collateral. For that purpose Secured Party may enter upon any premises on which the Collateral may be situated and may remove the Collateral therefrom. Unless the Collateral is perishable, threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made.

B. At any time in its discretion after any Event of Default, Secured Party may (1) transfer any securities or other property constituting Collateral into its own name or that of its nominee, (2) receive the income thereon, (3) hold the same as security, or (4) apply it against principal, interest, or other sums due on the Obligations, and Secured Party may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize upon any Collateral as it may determine, whether or not the same are then due. After any Event of Default, Secured Party (1) may receive, open, and dispose of mail addressed to Debtor, (2) may endorse notes, checks, drafts, money orders, documents of title, or other evidence of payment, shipment, or storage or any other form of Collateral, on behalf of and in the name of Debtor, and (3) may deliver to any post office a letter substantially in the form attached as Exhibit D.

#### 13. Standards for exercising remedies.

To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for Secured Party (a) to decline to incur expenses that are necessary (i) to prepare the Collateral for disposition or (ii) to complete work in process. (b) to fail to obtain third-party consents for access to any Collateral or to obtain (or if not required by other law, to fail to obtain) governmental or third party consents for the collection or disposition of the Collateral, (c) to fail to (i) exercise collection remedies against account debtors or other persons obligated on the Collateral or (ii) remove liens, encumbrances, or any adverse claims against the Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on the Collateral, directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of the Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of the Collateral, whether or not the Collateral is of a specialized nature, (h) to dispose of the Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (i) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure Secured Party against risks of loss, collection, or disposition of the Collateral or to provide to Secured Party a guaranteed return from the collection or disposition of the Collateral, and (1) to the extent deemed appropriate by Secured Party, to obtain the services of brokers, investment bankers, consultants, and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Debtor acknowledges (a) that the purpose of this section is to provide a nonexhaustive list of examples of actions or omissions that would not be commercially unreasonable in Secured Party's exercise of its

due;

remedies and (b) that other actions or omissions by Secured Party shall not be deemed commercially unreasonable because of their omission from this section. Nothing in this section shall be construed to grant any rights to Debtor or to impose any duties upon Secured Party that would not have been granted or imposed by this agreement or by applicable law in the absence of this section.

#### 14. Marshalling.

Secured Party shall not be required to marshal any present or future collateral security for the Obligations or to resort to such collateral security or other assurances of payment in any particular order. All of Secured Party's rights under this agreement and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may do so, Debtor agrees that it will not invoke any law relating to the marshalling of collateral which might delay or impede the enforcement of Secured Party's rights under this agreement, or under any other instrument creating or evidencing any of the Obligations, under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured. To the extent that it lawfully may do so, Debtor hereby irrevocably waives the benefits of all such laws.

#### 15. Deposits.

Regardless of the adequacy of the Collateral, any deposits or other sums at any time credited by or due from Secured Party to Debtor may, at any time after any Event of Default, be applied to the Obligations or may be set off against liabilities on which Debtor is liable as a primary obligor and may, at or after the maturity thereof, be applied to or set off against liabilities on which Debtor is liable as a secondary obligor.

#### 16. Waivers and Assents.

To the full extent permitted by law, but except as expressly provided otherwise in this agreement, Debtor waives demand, notice, and protest of all instruments; notice of acceptance of this agreement; notice of loans made, credit extended, and collateral received or delivered; notice of all other actions taken by Secured Party in reliance on this agreement; and all other demands and notices of any description. With respect both to the Obligations and the Collateral, Debtor assents to any extension, postponement, or other indulgence; to any substitution, exchange, or release of any Collateral; to the addition or release of any person primarily or secondarily liable; to the acceptance of partial payments; and to any settlement, compromise, or adjustment, all in such manner and at such time or times as Secured Party decides advisable. To the full extent permitted by law, Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom; as to the preservation of rights against prior parties; or as to the preservation of any rights pertaining thereto. Secured Party may exercise its rights with respect to the Collateral without resort or regard to other sources of reimbursement for the Obligations. Secured Party shall not be deemed to have waived any of its rights unless such waiver is given in writing and is signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right shall operate as a waiver. No waiver shall arise from any course of conduct by Secured Party. A waiver on one occasion shall not be construed as a bar to, or waiver of, any right on any future occasion. All rights and remedies of Secured Party, whether available by law or stated in this agreement or in any other instrument or document, shall be cumulative, and all such rights and remedies may be exercised singly, concurrently, or sequentially.

#### 17. Expenses; Proceeds of Collateral.

Debtor shall reimburse to Secured Party on demand for any and all expenses, including reasonable counsel fees, incurred or paid by Secured Party in protecting or enforcing its rights under this agreement (i) after notice to Debtor, if no Event of Default is then outstanding, or (ii) after any Event of Default. After deducting all such expenses, the balance of any proceeds of collection or sale of the Collateral shall be applied to the payment of principal, interest, and other sums due on the Obligations in such order as Secured Party may determine, proper allowance for interest on Obligations not then due being made, and any surplus shall be paid as required by law.

#### 18. General.

A. All notices shall be given in writing. Notices shall be effective (1) upon actual delivery to the party's principal office or (2) when sent by certified mail (return receipt requested), on the earlier of (a) actual delivery or (b) the third business day after mailing.

B. Notices shall be sent to the addresses given in Section 1 or to such other address as is designated in writing by the addressee. Notices to Secured Party shall be addressed to the attention of its Senior Loan Officer.

C. Because this agreement has been negotiated and signed in Massachusetts in reliance upon the applicability of Massachusetts substantive law, the construction, validity, and performance of this agreement shall be governed by the laws of Massachusetts, disregarding any law or doctrine that might dictate the application of the law of another state except for Sections 9-301 through 9-307 of the Massachusetts UCC.

D. This agreement shall benefit the parties' successors and assigns and shall bind their successors and assigns. This agreement may not be amended, supplemented, or otherwise changed except by a written instrument signed by both parties. This agreement contains the entire understanding of the parties, superseding all negotiations, representations, and prior understandings.

E. The defined terms "Note" and "\_\_\_\_\_" shall include all future amendments, restatements, renewals, and replacements.

19. **JURY WAIVER**. DEBTOR WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION IN WHICH SECURED PARTY IS A PARTY.

20. **Organizational number.** Debtor represents that it has no "organizational number" for UCC purposes.

Signed as a sealed instrument \_\_\_\_\_, 2008.

Witness:

By\_\_\_\_\_

By

## EXHIBIT A to Security Agreement Collateral

*Goods*: All goods, meaning all fixtures, equipment, accessions, inventory, and farm products, including all furniture, machinery, computers, communication devices, heating devices, cooling devices, raw material, and work in process.

*Chattel paper*: All tangible and electronic chattel paper, including all tangible writings and electronic records that evidence both a monetary obligation and a security interest or a lease of specific goods.

*Instruments*: All instruments, including all negotiable instruments, promissory notes, and all other writings that evidence a right to payment and that ordinarily are transferable by delivery, with an endorsement or assignment.

Documents: All documents, including all documents of title, bills of lading, and warehouse receipts.

Accounts: All accounts, including all rights to payment for goods sold or leased and all rights to payment for services, if not evidenced by an instrument or chattel paper, including rights to payment for real estate sold, for intellectual property licenses, for credit card use, for surety undertakings, and for insurance proceeds, together with rights to payment under insurance policies for providing health-care goods or services.

*Investment property*: All investment property, including all certificated securities, uncertificated securities, securities accounts, security entitlements, commodity contracts, and commodity accounts.

*Letter-of-credit rights*: All letter-of-credit rights, including all rights to payment or performance under a letter of credit, whether the letter of credit is written or electronic.

**Deposit accounts:** All deposit accounts, including all demand, time, savings, passbook, and similar accounts maintained with a bank, including (i) uncertificated certificates of deposit not evidenced by a writing evidencing the bank's obligation and (ii) nonnegotiable certificates of deposit not qualifying as instruments.

*Commercial tort claims*: All commercial tort claims, including all claims by organizations arising in tort and all claims by individuals in tort arising from the individuals' business except claims for death or personal injury.

*General intangibles*: All general intangibles, including payment intangibles and software, consisting of all personal property not within any of the foregoing categories.

# EXHIBIT B to Security Agreement Permitted Encumbrances

Secured Party

Collateral

**Filing Information** 

EXHIBIT C to Security Agreement Locations of Collateral

### EXHIBIT D to Security Agreement Form of Letter to Post Office

Postmaster U.S. Postal Service

\_\_\_\_\_, 200\_

Gentlemen:

Upon written notice received by you at any time from \_\_\_\_\_ Bank (hereinafter "Secured Party") or any institution designated by Secured Party in writing to give you such a notice, please forward to Secured Party at \_\_\_\_\_ Street, \_\_\_\_\_, Massachusetts \_\_\_\_\_, or any other address or post office box specified in such notice by Secured Party or its designated successor in interest, all mail addressed to the undersigned.

Very truly yours,

[Debtor]

By:\_\_\_\_\_ Name: Title:

The Commonwealth of Massachusetts

Worcester, ss.

\_\_\_\_\_, 200\_\_

\_\_\_\_\_ personally appeared before me in \_\_\_\_\_ capacity as \_\_\_\_\_\_ of \_\_\_\_\_ and acknowledged having signed the foregoing document in that capacity voluntarily for its stated

purpose. To identify the signatory I relied upon:

a driver's license or other state or federal government document bearing a photographic image.

an oath or affirmation of a credible witness known to me who knows the signatory.

my personal knowledge of the identity of the signatory.

Notary Public: My commission expires:

Exhibit D

PC \_\_\_\_\_

# SUBLEASE

This Sublease ("Sublease"), dated \_\_\_\_\_\_, 20\_\_\_, is by and between DB Real Estate Assets I LLC [or DB Real Estate Assets II LLC] ("we", "us" or "our") and \_\_\_\_\_\_\_\_\_("you" or "your").

# **Defined Terms**

The terms used in this Sublease have the following meanings:

- 1.1Our Notice Address:130 Royall Street, Suite 100, P.O. Box 9141, Canton, Massachusetts 02021<br/>Attention: Manager, Corporate Real Estate
- 1.2 Our Rent Payment Address: P.O. Box 2965 Carol Stream, IL 60132-2965
- 1.3 Your Notice Address:
- 1.4 <u>Premises</u> (address): \_\_\_\_\_\_, together with all rights, easements, and appurtenances in and to such Premises and also subject to any easements, declarations, covenants or restrictions.
- 1.5 <u>Term Commencement Date</u>: If the Premises is a newly branded store, the Term Commencement Date will be the date the Premises is substantially completed. "Substantially completed" means the Premises is ready for normal operation or, if you are installing equipment, the Premises is ready for the installation of that equipment. If the Premises is an existing branded store, the Term Commencement Date will be the date first listed above.
- 1.6 <u>Term</u>: The Term begins on the Term Commencement Date and [runs for \_\_\_\_\_years and \_\_\_\_\_ months] **OR shall expire on** \_\_\_\_\_\_ (provided that it will end fifteen (15) days before the expiration or any earlier termination of the Prime Lease).
- 1.7 <u>Fixed Rent Commencement Date</u>: The earlier of five (5) days after the Term Commencement Date or the day the Premises opens for business [or the Term Commencement Date].
- 1.8 Fixed Rent:

Beginning		Ending	Annually	Monthly
Fixed Rent Commencement Date	to		\$	\$
	to		\$	\$
	to		\$	\$
	to		\$	\$

- 1.9
   Percentage Rent Rate:
   percent (\_\_\_%).
- 1.10 <u>Additional Rent</u>: All of your monetary obligations not already described as Fixed Rent or Percentage Rent are Additional Rent. Additional Rent includes Taxes, charges for water, gas, electricity and other utilities furnished to the Premises, common area charges, merchant association dues, promotion fund fees and advertising fees. If you default in the payment of Additional Rent, we will have the same remedies as we have for default related to the payment of Fixed Rent and Percentage Rent.

- 1.11 <u>Sublease Month</u>: The period beginning on the Sunday immediately following the last Saturday of any calendar month and ending on the last Saturday of the next calendar month.
- 1.12 <u>Sublease Year</u>: Successive periods of fifty-two (52) consecutive weeks beginning on the first Sunday the Premises is open for business (or on the next succeeding business day if the Premises is not open on Sunday).
- 1.13 <u>Gross Sales</u>: All sales made by you in, on, or from the Premises (except sales taxes and similar taxes).
- 1.14 <u>Taxes</u>: All (i) real estate taxes and other taxes related to the Premises and (ii) local, state and federal taxes, including sales taxes, use taxes, leasing or rental taxes, excise taxes or other taxes which may be assessed upon (a) the leasing, use or occupancy of the Premises; (b) the rent or other receipts derived from the Premises; (c) the leasehold improvements and/or personal property on or in the Premises; or (d) upon the business conducted on the Premises; and (iii) taxes that we pay pursuant to the Prime Lease.
- 1.15 <u>Security Deposit</u>: \_\_\_\_\_\_ and \_\_/100 Dollars (\$\_\_\_\_\_\_)
- 1.16 <u>Prime Lease</u>: The lease dated \_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_ ("Prime Lessor"), as landlord, and us, as tenant, attached hereto as Schedule B.
- 1.17 <u>Franchisor</u>: Dunkin' Donuts Franchising LLC and/or Baskin-Robbins Franchising LLC.
- 1.18 <u>Franchise Agreement</u>: The Franchise Agreement dated \_\_\_\_\_\_, 20\_\_ between Franchisor and you.
- 1.19 <u>Hazardous Substance</u>: Any petroleum, asbestos or other material, substance or waste that is recognized as being hazardous or dangerous to health or the environment by any federal, state or local authority having jurisdiction.
- 1.20 <u>Estimated Total Cost</u>: The amount of money that we estimate we will spend to develop the Premises including all land and contract costs, site improvement costs, leasehold improvement costs, building construction costs, architectural, engineering and legal expenses (including the cost of title insurance, opinions, closing and permit costs), amounts related to pre-opening rent and taxes, amounts spent related to financing and interest costs incurred during the development of the Premises, internal costs allocated to the Premises, and other reasonable costs related to the Premises that we expect to incur.
- 1.21 <u>Actual Total Cost</u>: The amount of money that we actually spend to develop the Premises including the costs listed in Section 1.20.

# Fixed Rent, Percentage Rent, Additional Rent and Security Deposit

2.1 <u>Fixed Rent</u>:

(i) Beginning on the Fixed Rent Commencement Date, you will pay us Fixed Rent in equal monthly installments in advance on the fifteenth  $(15^{th})$  day of the month immediately before the month for which such Fixed Rent is due (prorated for partial months).

(ii) When you execute this Sublease, you will pay us the first  $(1^{st})$  month's Fixed Rent and the Security Deposit.

[use one of the following two paragraphs (or a modified version of either) if we intend to include recovery of development costs in the Fixed Rent figure – be certain to delete this italicized paragraph <u>and</u> the paragraph below that is <u>not</u> used (or both paragraphs if we do not intend to adjust Fixed Rent by our costs of development)]

(iii) Since Fixed Rent was based upon an Estimated Total Cost of \_\_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_\_), as soon as the Premises is substantially completed, we will notify you of the Actual Total Cost and Fixed Rent will be increased or decreased by an amount equal to \_\_\_\_\_\_ percent of the difference between Actual Total Cost and Estimated Total Cost. You will pay us any retroactive payment

due under this paragraph no later than thirty (30) days after the date of our notice (at our option, we may apply any refund due to receivables that you owe us).

(iii) As soon as the Premises is substantially completed, we will notify you of the Actual Total Cost. You will pay us: (a) ninety percent of the Estimated Total Cost on or before we deliver possession of the Premises to you; and (b) the difference between the sum paid in Section 2.1(iii)(a) and the Actual Total Cost within ten (10) days of your receipt of our demand for payment.

# 2.2 <u>Percentage Rent</u>:

(i) Beginning on the Fixed Rent Commencement Date and within fifteen (15) days of the close of each Lease Month, you will pay us Percentage Rent equal to the amount by which Gross Sales multiplied by the Percentage Rent Rate exceeds the amount of Fixed Rent paid or payable during such Lease Month.

(ii) You agree to provide to us, within fifty (50) days following each Lease Year, a statement of Gross Sales (certified by an independent public accountant who we find acceptable) for such Lease Year. If Gross Sales exceed amounts that you previously reported to us, you will pay all Percentage Rent then due at the same time you furnish such statement. Once we receive the certified statement of Gross Sales, if Gross Sales are less than amounts that you previously reported to us, we will refund to you any overpayment unless you have outstanding obligations to us, in which case we reserve the right to apply any toward those obligations. Our representatives will have the right to inspect your original books and records at reasonable times and if our inspection shows that the Gross Sales you reported are less than the Gross Sales shown by our inspection, you will immediately pay us the difference (based upon actual Gross Sales). We'll pay for the inspection unless (a) it results from your failure to prepare, deliver or preserve books or records as required by this Sublease or (b) we discover that the Gross Sales that you reported are less than what we determined by three percent (3%) (or more). If either (a) or (b) is true, then you will reimburse us for all expenses related to our inspection as well as interest on any unpaid amounts. Such payments will be without prejudice to any other remedies we may have under this Sublease or the Franchise Agreement, including the right to terminate this Sublease, without opportunity to cure, in the case of intentional underreporting of Gross Sales.

(iii) You will keep all books and records that are required under the Franchise Agreement and as we may from time to time require. You will keep these books and records for the Term of this Sublease plus three (3) years. You also agree to keep such books and records that we are required to keep, as tenant, under the Prime Lease (in the manner prescribed by the Prime Lease).

(iv) If the annual Percentage Rent that you pay to us is less than the annual percentage rent that we pay to Prime Lessor, you agree to pay us the amount that is the difference between the two.

# 2.3 <u>Additional Rent</u>:

Beginning on the Fixed Rent Commencement Date, you agree to pay us each month one-twelfth of the estimated yearly total of all charges and amounts that we pay under the Prime Lease, including, without limitation, all Taxes, common area maintenance charges, merchants association dues, promotion fund fees and advertising fees. At the end of each Sublease Year, if you overpaid, we will pay you the refund due you and, if you underpaid, you will pay us any amounts due. If we determine that there is a deficiency in the balance of the deposits we hold related to Additional Rent, you will pay us the amount of such deficiency.

# 2.4 <u>Security Deposit</u>:

If you default under this Sublease, we may apply the Security Deposit to the amount due to us. If the Security Deposit has been depleted for any reason, you will replace the funds within ten (10) days of our request. The Security Deposit can be commingled with our other funds, without liability for interest. If you comply with all of the terms of this Sublease, the Security Deposit, less any amounts that you owe us, will be returned to you after you vacate the Premises. Our application of the Security Deposit in no way limits any claims that we may have against you.

# 2.5 <u>Method of Payment</u>:

You will mail all payments to us at our Rent Payment Address or, at our option, by electronic fund transfer ("EFT"). You will provide authorization and bank account data necessary to set up EFT.

# Purpose and Use

3.1 You may use the Premises only for the operation of a Dunkin' Donuts and/or Baskin-Robbins store in accordance with the terms and conditions of the Franchise Agreement.

# **Our Covenants**

- 4.1 We control the Premises pursuant to the Prime Lease and have full legal right to enter into this Sublease;
- 4.2 We will, if required by the terms of this Sublease, substantially complete, or cause to be substantially completed, the work at the Premises in accordance with our plans and specifications;
- 4.3 We will assign to you all warranties and guarantees that we obtain from our contractors, suppliers and others (if any) used in the construction and development of the Premises; and
- 4.4 We will not disturb your possession and quiet enjoyment of the Premises as long as you are not in default.

## Your Covenants

- 5.1 You agree to timely pay all sums due under this Sublease;
- 5.2 You agree to pay all taxes pertaining to your property;
- 5.3 You agree, at your sole expense and before entering the Premises, to obtain and thereafter maintain insurance policies protecting you and us and our directors and employees against any loss, liability or expense whatsoever from (without limitation) fire, personal injury, theft, death, property damage or otherwise arising or occurring upon or in connection with the Premises or by reason of your operation or occupancy of the Premises. These policies must include comprehensive general liability insurance, including, but not limited to, product and contractual liability coverage, with a single limit of \$2,000,000.00 or such higher limit that we, in our sole discretion, may from time to time require, for bodily injury and property damage combined, all risk property damage insurance, including flood and earthquake protection, for the full replacement cost value of the Premises, plate glass insurance and boiler insurance, if applicable, and such statutory insurance as may be required in the state in which the Premises is located. All of these insurance policies will:

(i) be written in the names of you, us and any other party that we direct, as our respective interests may appear;

(ii) be written by insurance companies acceptable to us;

(iii) contain provisions denying to the insurer acquisition by subrogation of rights of recovery against any party named;

(iv) contain a provision that cancellation or alteration cannot be made without at least thirty (30) days' written notice to every party named;

(v) not be limited in any way by reason of any insurance that we may maintain; and

(vi) contain a standard mortgage clause naming the holder of any mortgage, deed of trust or any other security agreement as a named insured;

5.4 You agree to give us duplicate originals of all insurance policies, including renewal and replacement policies, together with evidence that the premiums have been paid. If you fail to comply with this Section 5.4, we may elect to obtain such insurance and keep the same in effect and, if we do, you will pay us, as Additional Rent

upon demand, the cost of the premiums for that insurance. You will also comply with any additional insurance requirements set forth in the Prime Lease;

- 5.5 You agree to comply promptly with all applicable laws, rules, regulations, ordinances, requirements and orders of public authorities, the Board of Fire Underwriters and similar organizations;
- 5.6 You agree to indemnify and save us and any other party claiming an interest in the Premises harmless from and against any and all injury, loss, claim or damage or liability to any person or property while on the Premises;
- 5.7 You agree to put and maintain the Premises in good repair and first-class order and condition during the Term of this Sublease. This obligation to put and maintain includes the land, building, signs, poles, parking lot, walkways, landscaping, foundations, walls, roofs, roof covering, gutters, downspouts, glass, pipes, wires, septic or sewer systems, grease traps, plumbing, utility systems, equipment (including heating, ventilation and air conditioning), both interior and exterior, structural and non-structural, ordinary and extraordinary. This obligation to put and maintain is yours regardless of how the necessity for such maintenance, repairs or replacements shall occur. All of your obligations under this Section shall be at your sole cost and expense and made in compliance with the Franchise Agreement and with all applicable laws, ordinances, governmental rules and regulations and the requirements of any insurer of the Premises. You are also responsible for making all repairs, replacements, alterations and/or capital improvements to the Premises as may be required by any law, rule, regulation or order of any federal, state or municipal government having jurisdiction over the Premises. We have no responsibility or liability for repairs, maintenance or replacements to the Premises.
- 5.8 You agree that you are solely responsible for compliance with the Americans with Disabilities Act ("ADA") and all other federal, state and local laws concerning accessibility for, and the civil rights of, persons with disabilities with respect to the Premises and to the operation of your business at the Premises. We have no responsibility or liability for removal of any barriers or for any other alterations to the Premises that may be necessary to make the Premises accessible to and usable by persons with disabilities and you agree to indemnify, defend and hold us harmless from and against any and all liability, claims, suits, actions, losses, injury, damage, civil penalties, costs or expenses, including attorneys' fees and costs, relating to or arising out of any alleged violation of the ADA or any other federal, state or local laws concerning accessibility for, and the civil rights of, persons with disabilities related to the Premises;
- 5.9 You agree to make no material alteration, addition, replacement or improvement in, on or to the Premises (interior or exterior) without our prior written consent;
- 5.10 You agree to continuously use the Premises for the Permitted Use with the Premises fully stocked and staffed so as to maximize the amount of Gross Sales;
- 5.11 You agree to give written notice of any default by us under the terms of this Sublease to any mortgagee or assignee of any interest, or holder of any security interest, in any portion of this Sublease or the Premises. If such default would allow you to cancel or terminate this Sublease, you agree to give written notice of any intended cancellation or termination to any such mortgagee, assignee or holder and allow such mortgagee, assignee, or holder thirty (30) days to cure the default or agree to perform all of the covenants of ours under this Sublease, and in either event this Sublease will continue in full force and effect;
- 5.12 You agree at the expiration of the Term, to remove your personal property and to peaceably vacate the Premises in as good repair and condition as the same are in at the Initial Term Commencement Date or may be put in thereafter except for reasonable wear and use, and to comply with any provisions of the Prime Lease regarding the condition in which the Premises must be surrendered at the expiration of the term of the Prime Lease;
- 5.13 You agree, if you believe that the Premises needs repair or replacement of any kind, to exert any claim directly against the contractor(s) who performed the work and not against us. If you make a claim(s) against the contractor(s), we will cooperate with you and you agree to reimburse us for any expense that we incur in cooperating with you. You also agree that we will not be liable or responsible in any manner whatsoever for

any delay(s) in the completion of the construction of the Premises, that we are not to be held responsible or liable in any manner whatsoever for any latent construction or other defects in the Premises and that the Fixed Rent, Percentage Rent and Additional Rent payable under this Sublease are not to be diminished or abated related to the same.

- 5.14 You agree to promptly discharge or bond any obligations or liens arising from any construction, maintenance or repair work performed by you, your contractors, subcontractors or agents;
- 5.15 You agree, upon our request, to execute, acknowledge and deliver appropriate recordable instruments giving notice of this Sublease and the Initial Term Commencement Date and any other documents which may be required to facilitate any financing of the Premises; and
- 5.16 You agree that this Sublease is subordinate to any mortgage, deed of trust, sale, sale and leaseback, or any other security arrangement or interest made with or given to any bank, insurance company, finance company, other lender or purchaser covering the Premises. Subordination will not disturb your possession and quiet enjoyment of the Premises as long as you are not in default under this Sublease. You designate us as your agent to execute any document necessary to complete such subordination. In the event our interest in the Premises is transferred to and owned by any other person (i) by reason of a foreclosure or other proceedings brought in respect to any mortgage, deed of trust or security instrument affecting the Premises, (ii) by a deed in lieu of foreclosure, or (iii) by any other manner, you agree to recognize such other person under all of the terms, covenants and conditions of this Sublease and you agree that such other person shall not be liable for any action or omission of any prior party, including us. For the benefit of any mortgagee that may hereafter have an interest in the Premises, you agree that the Fixed Rent, Percentage Rent and Additional Rent that you are required to pay under this Sublease will not be paid more than thirty (30) days in advance and that no amendment of this Sublease or waiver or modification of the terms of this Sublease will become effective without prior written consent of the mortgagee, provided that such consent is required under the indenture of mortgage.

## **Assignment and Subletting**

- 6.1 We may assign any interest in this Sublease at any time, provided it does not disturb your possession and quiet enjoyment of the Premises. We have the right to assign our interest in the Prime Lease to you. If we elect to assign our interest in the Prime Lease to you, you agree to execute and deliver an assignment and assumption agreement by which you assume all of our remaining obligations under the Prime Lease.
- 6.2 You may not assign, transfer, mortgage or otherwise encumber this Sublease, or any interest in this Sublease, or sublet or permit the Premises or any part of it to be used by others, without obtaining our prior written consent in each instance. Any act or document that supposedly accomplishes any of the foregoing and that does not have our prior written consent, is null and void. If we consent to assignment of this Sublease, you agree to remain liable throughout the balance of the Term for the payment of Fixed Rent, Percentage Rent and Additional Rent and for the performance of all terms, covenants and conditions of yours under this Sublease.
- 6.3 If you are a corporation, the transfer of a majority of the issued and outstanding capital stock of such corporation, or if you are a partnership, the transfer of a majority of the total interest in such partnership, however accomplished, and whether in a single transaction or in a series of related or unrelated transactions, is considered an assignment of this Sublease.

## Fire and Casualty

7.1 If the Premises is damaged by fire or casualty, we will proceed in a commercially reasonable manner after receiving the insurance proceeds, to restore the Premises to substantially the same condition as prior to the damage. You agree that, if the cost of the restoration exceeds the amount of the insurance recovery, you will pay us for such additional cost prior to restoration. There will be no abatement in Fixed Rent, Percentage Rent and/or Additional Rent while the Premises is being restored. You shall keep in full force and effect adequate "Business Interruption Insurance" insuring the operation of your business in the Premises against loss or damage by fire or casualty. If, during the last three (3) years of the Term, the Premises is damaged by fire or

casualty and such damage is more than fifty percent (50%) of the full insurable value of the Premises, we may elect, by notice to you within sixty (60) days of occurrence of the damage, not to restore the Premises and terminate this Sublease.

7.2 If the Prime Lessor elects to terminate the Prime Lease because the Premises or any building or shopping center of which the Premises are a part is damaged by fire or casualty, this Sublease shall terminate on the same date the Prime Lease is terminated.

# Eminent Domain

8.1 If all or a part of the Premises is taken by eminent domain, you may terminate this Sublease if the taking is such that you would be materially prevented from conducting your business as previously conducted. You must make your election to terminate in writing to us within thirty (30) days of the taking. You assign to us all of your right, title and interest in and to any condemnation award payable to you by the condemning authority as damages for the complete or partial taking of the estate vested in you by this Sublease. All other damages arising out of a complete or partial taking of the Premises that you sustain and to which you are legally entitled shall be paid to you. Your right to terminate this Sublease pursuant to this Section 8.1 is conditioned on our having a like right to terminate the Prime Lease and any notice that you give to us informing us of your election to terminate this Sublease must be given such that we have sufficient time to exercise our right to terminate the Prime Lease. If Prime Lessor elects to terminate the Prime Lease due to any taking of the Premises, or any part thereof, or a taking of any portion of the building, shopping center or land of which the Premises are a part, then this Sublease shall terminate as of the date of termination of the Prime Lease.

# **Default and Remedies**

- 9.1 If you become insolvent or make an assignment for the benefit of creditors, or if you file a petition in bankruptcy, or such a petition is filed against and consented to by you, or is not dismissed within thirty (30) days, or if you are adjudicated a bankrupt, or if a bill in equity or other proceeding for the appointment of a receiver of you or other custodian for your business or assets is filed and consented to by you and is not dismissed within thirty (30) days, or a receiver or other custodian is appointed, or if proceedings for composition with creditors under any state or federal law should be instituted by or against you, or if your real or personal property shall be sold after levy thereupon by any sheriff, marshal, or constable, we have the right to immediately terminate this Sublease and all of your rights contained in this Sublease without any need for notice to you.
- 9.2 If you do not make any payment required by this Sublease on the date such payment is due and that default is not be cured within ten (10) days of your receipt of written notice from us, then, in addition to all other remedies at law or in equity, we may immediately terminate this Sublease. If we give you two (2) separate default notices related to your nonpayment of Fixed Rent, Percentage Rent or Additional Rent in any Sublease Year, for the remainder of the Term, we do not have to give you any further written notice of such default(s) before terminating this Sublease. Termination of this Sublease shall become effective immediately upon the date you receive our written notice of termination.
- 9.3 If you do not carry out any of your other obligations under this Sublease, or under any equipment agreement, promissory note, conditional sales contract or other contract materially affecting the Premises and to which you are a party or by which you are bound and such default is not cured within thirty (30) days after your receipt of written notice from us, then, in addition to all other remedies at law or in equity, we may immediately terminate this Sublease.
- 9.4 If you fail to timely make any required payments under this Sublease, you will pay us (i) interest on the unpaid amounts at eighteen percent (18%) per year (or the highest rate allowed under applicable law, whichever is less) in addition to the unpaid amounts, and (ii) all expenses that we incur, including reasonable attorneys' fees, court costs and fees of agents and others that we may retain to enforce your obligations under this Sublease whether or not a suit is commenced, and (iii) attorneys' fees and court costs that we incur in any litigation, negotiation or transaction in which you cause us to be involved.

- 9.5 If we terminate this Sublease for a default under this Section 9, then (i) we may enter and repossess the Premises and expel you and those claiming under you, without being guilty of trespass, and without prejudice to any remedies that might otherwise be available for the event of default in question and (ii) you agree to indemnify us against all loss or damage suffered by reason of the termination, including loss of rentals which would have otherwise been payable under this Sublease for the balance of the Term had such termination not occurred as well as all costs of reletting the Premises.
- 9.6 No right or remedy of ours under this Sublease is exclusive of any other right or remedy available to us under this Sublease, at law or in equity. Each right or remedy is cumulative of every other right or remedy given hereunder.

# Security Interest

- 10.1 As security for your performance of all obligations under this Sublease, you grant us a lien on all of your property now or later located on the Premises. If you abandon or vacate the Premises or any substantial part of it or fail to timely cure any default, we may enter the Premises, by force if necessary, and take possession of all or any part of your property, moveable or immovable, and may sell all or any part of such property at a public or private sale (without notice if permitted by law) to the highest bidder for cash, and may convey and deliver, on your behalf, all of your title and interest in the property sold to the highest bidder. The proceeds of that sale will be applied first toward the cost of the sale and then toward the payment of all sums that you owe us.
- 10.2 To permit you to finance the purchase of equipment to be placed upon the Premises, we subordinate any and all of our rights pursuant to the lien you grant to us in Section 10.1 to the lien granted by you to any third party in connection with the original purchase of equipment, at the time such equipment is first placed upon the Premises.

## Hazardous Substances

11.1 You covenant and agree that you will not generate, store, handle or dispose of any Hazardous Substance in or upon the Premises. If any substance used in your business is designated as a Hazardous Substance, you will discontinue use of such substance(s) on the Premises or, if it is not practicable for you to discontinue such use, continue use only in a manner consistent with all standards and regulations for the safe generation, use, storage and disposal of such Hazardous Substance(s) promulgated by all governmental agencies having jurisdiction. You agree to indemnify and hold us harmless from and against any and all demands, claims, enforcement actions, costs and expenses, including reasonable attorney's fees, arising out of a breach of this Section 11 by you, your employees, agents and contractors.

# Sublease Subject to Prime Lease

12.1 This Sublease is being granted by virtue of our rights under the Prime Lease, a copy of which is attached as Schedule B. This Sublease and all rights of the parties are subject and subordinate to the Prime Lease. Each party to this Sublease agrees that it will not, by its act or omission, cause a default under the Prime Lease. The parties agree that it is not practical in this Sublease to list all the rights and obligations of the parties under the Prime Lease agrees as follows:

(i) Except as otherwise specifically provided herein, you (a) will perform all of our affirmative covenants and obligations under the Prime Lease at least five (5) days prior to the date on which our performance is required under the Prime Lease, and (b) not perform any act prohibited of us by the negative covenants of the Prime Lease;

(ii) We retain all benefits of ours, as tenant, under the Prime Lease unless we have expressly granted them to you under this Sublease (by way of example, but not limitation, we retain any options to extend the term of the Prime Lease, or to purchase the premises demised under the Prime Lease, and such options may not be exercised by you under any circumstances);

(iii) We have no duty to perform any obligations of Prime Lessor under the Prime Lease and we have no responsibility and are not liable to you for any default, failure or delay on the part of Prime Lessor in performing or observing of any of its obligations under the Prime Lease. Unless we terminate the Prime Lease and are released of all liability thereunder as a result, any such default by Prime Lessor will not affect this Sublease or waive or defer your performance required by this Sublease. If, by the terms of the Prime Lease, Prime Lessor has assumed any of your obligations hereunder, such assumption shall only operate to limit your obligations as, when and to the extent that any such obligations are assumed and satisfied by Prime Lessor;

(iv) We have such rights and you have such obligations and are bound by any provision regarding penalties or remedies available upon a breach or default under the Prime Lease that may be more extensive than those in this Sublease. Where the provisions of the Prime Lease grant rights to Prime Lessor, such rights are also rights of ours under this Sublease; and

(v) We make no representation as to Prime Lessor's title to the Premises or right to lease the same or as to the existence of any liens or encumbrances on the Premises, and we will not be liable if your possession is affected, interrupted or terminated by reason of a defect in Prime Lessor's title or by reason of any liens or encumbrances.

# **Miscellaneous**

- 13.1 All notices must be sent by (a) certified mail, return receipt requested, or (b) a nationally recognized overnight courier (with tracking capability) to the notice addresses set forth in Sections 1.1 and 1.3.
- 13.2 Our waiver of any covenant, condition or agreement in this Sublease is not a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement. Our consent or approval to or of any act by you requiring our consent or approval will not be deemed to waive our consent or approval to any subsequent similar act by you. If we receive any payment(s) required by this Sublease from you knowing of your then-existing breach under this Sublease, our receipt of that payment(s) is not a waiver of your breach.
- 13.3 Each party waives trial by jury in any action, proceeding or counterclaim arising out of or connected in any way with this Sublease or your occupation of the Premises.
- 13.4 You, for yourself and on behalf of all parties claiming by, through or under you, waive all rights of redemption, re-entry and/or repossession of the Premises under any present or future laws.
- 13.5 Except as expressly set forth in this Sublease, neither party will be liable to the other, or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other tangible property, or losses under worker's compensation laws or benefits, even though such loss or damage might have been caused by the negligence of such party, its agents or employees, provided that such loss or damage is covered under any policy of insurance that the parties are required to maintain by this Sublease.
- 13.6 No payment by you or receipt by us of an amount that is less than the full amount required by this Sublease will be deemed to be other than on account of the earliest amount due, and no endorsement or statement on any check or any letter accompanying any check or payment will be deemed an accord and satisfaction. We may accept that check or payment without prejudice to our right to recover the balance due or to pursue any other remedy available to us.
- 13.7 You warrant that this Sublease is subject to the Franchise Agreement remaining in full force and effect. If the Franchise Agreement is terminated for any reason, you agree that we have the right to terminate this Sublease immediately.
- 13.8 Our representatives have the right to inspect the Premises at all times without prior notice to you.

- 13.9 All covenants, agreements, conditions and undertakings contained in this Sublease extend to and are binding on the legal representatives, successors and assigns of the both parties.
- 13.10 Notwithstanding anything to the contrary contained in this Sublease, this Sublease is void if we cannot obtain the necessary permits, licenses and approvals from all public authorities for construction and development of the Premises in accordance with the plot plan and plans and specifications developed for the Premises. In such event, any money that you have deposited with us will be immediately returned to you and the parties shall be relieved of all their obligations under this Sublease.
- 13.11 This Sublease is not binding on us until it is executed by an authorized officer of ours.
- 13.12 Nothing in this Sublease makes us in any way a partner or joint venturer with you in the operation of the Premises or subjects us to any obligations, losses, charges or expenses in connection with or arising from the operation of the Premises.

## **Owned Premises**

- 14.1 Notwithstanding anything to the contrary contained herein, if we own the Premises, all references herein to "Sublease" shall be changed to "Lease" and all references herein to "Prime Lessor" and "Prime Lease" shall be deleted in their entirety. Accordingly:
  - (i) The language "(provided that it will end fifteen (15) days before the expiration or any earlier termination of the Prime Lease)" is deleted from Section 1.6;
  - (ii) The language "; and (iii) taxes that we pay pursuant to the Prime Lease" is deleted from Section 1.14;
  - (iii) The language in Section 1.16 is deleted in its entirety and replaced with "Intentionally Deleted";
  - (iv) The final sentence of Section 2.2(iii) is deleted in its entirety;
  - (v) The language in Section 2.2(iv) is deleted in its entirety and replaced with "Intentionally Deleted";
  - (vi) The words "under the Prime Lease" are deleted from the second line of Section 2.3;
  - (vii) The words "pursuant to the Prime Lease" are deleted from Section 4.1;
  - (viii) The final sentence of Section 5.4 is deleted in its entirety;
  - (ix) The words ", and to comply with any provisions of the Prime Lease regarding the condition in which the Premises must be surrendered at the expiration of the term of the Prime Lease" are deleted from Section 5.12;
  - (x) The second and third sentences of Section 6.1 are deleted in their entirety;
  - (xi) The language in Section 7.2 is deleted in its entirety and replaced with "Intentionally Deleted";
  - (xii) The fifth and sixth sentences of Section 8.1 are deleted in their entirety; and
  - (xiii) The language in Section 12.1 is deleted in its entirety and replaced with "Intentionally Deleted".

IN WITNESS WHEREOF, we and you have signed, sealed and delivered this Sublease in the presence of the witnesses listed below as of the date first listed above

	US: DB Real Estate Assets I LLC, [or DB Real Estate Assets II LLC,] a Delaware limited liability company	
	By:	
Attest:	You:	
	, a,	
By:	By:	
Witness:		
By:	By: Individually	
By:	By: Individually	
By:	By: Individually	
By:	By:	

# [SIGNATURE PAGE FOR THE STATE OF CALIFORNIA]

## 13.13 Waiver of Right to Repair, Terminate or Redeem. You agree to waive:

(i) The provisions of California Civil Code Sections 1941 and 1942, which govern our obligations related to whether the Premises is tenantable and your rights to make repairs at our expense; and

(ii) The provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to the destruction of the Premises and California Code of Civil Procedure Section 1265.130, which would permit either party to petition the superior court to terminate this Sublease if there is a partial taking of the Premises; and

(iii) Any right of redemption or reinstatement that you may have under any present or future case law or statutory provision (including Code of Civil Procedure Sections 473 and 1179 and Civil Code Section 3275) in the event you are dispossessed from the Premises for any reason.

The waivers contained in this Section 13.13 shall apply to the referenced statutes and any and all successor or supplementary statutes as may be enacted in the future.

IN WITNESS WHEREOF, we and you have signed, sealed and delivered this Sublease in the presence of the witnesses listed below as of the date first listed above

	Us: DB Real Estate Assets I LLC, [or DB Real Estate Assets II LLC,] a Delaware limited liability company		
	By:		
Attest:	You:		
	a,		
By:	By:		
Witness:			
By:	By: Individually		
By:	By:		
By:	By:		
By:	By: Individually		

# **GUARANTEE**

The UNDERSIGNED, waiving demand and notice hereby, jointly and severally, unconditionally guarantee the performance of all duties and obligations of \_\_\_\_\_\_\_ under this Sublease, and personally agree that the Sublease shall be binding on each of us personally, as if each of us were named as sublessee.

Signed, sealed and delivered in the presence of:

Witness	, Individually
Witness	, Individually
Witness	, Individually
Witness	, Individually

# SCHEDULE A

DESCRIPTION of the Property located at _		
	_, and being the Premises in the Sublease dated	, 20
made by and between	(us) and	(you).

# **SCHEDULE B**

[attach copy of Prime Lease]

This is a copy of Franchisor's standard Option to Assume Lease. When Franchisee does not lease from a third party, another form of this agreement may be used, which contains similar provisions.

#### Option to Assume Lease (PC # \_\_\_\_\_)

1. If	-		 ("Tenant")	defaults	under	the	Lease	dated				
("Lease")	by and	between					("Lan	dlord")	and	Tenant	for	the
premises	located	at										

("Premises"), or under Tenant's franchise agreement with Dunkin' Donuts Franchising LLC or Baskin-Robbins Franchising LLC ("Franchisor"), Landlord and Tenant acknowledge and agree that Franchisor will have the option to assume the Lease pursuant to Paragraph 3 below.

2. Landlord agrees to give Franchisor written notice specifying all default(s) of Tenant under the Lease. Franchisor agrees to give written notice to Landlord if Franchisor terminates Tenant's franchise agreement and, in such notice, will request that Landlord provide Franchisor with a copy of the Lease and specify any of Tenant's defaults thereunder. All notices will be by nationally recognized overnight courier (with tracking capability).

3. Franchisor (or one of its real estate affiliates) may, within 30 days from (i) receipt of notice from Landlord that Tenant has defaulted under the Lease and failed to cure such default(s) as required by the terms of the Lease, or (ii) sending of notice to Landlord that Franchisor has terminated Tenant's franchise agreement, notify Landlord of Franchisor's decision to assume the Lease. If Franchisor exercises its right to assume the Lease by sending Landlord the required notice as provided in the prior sentence, (i) Landlord will deliver possession of the Premises to Franchisor; and (ii) Franchisor will, immediately upon such delivery, cure all of Tenant's monetary defaults under the Lease, begin curing all of Tenant's non-monetary defaults under the Lease and execute an agreement pursuant to which Franchisor agrees to assume all of Tenant's rights and obligations under the Lease, subject to the next paragraph.

4. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, Landlord agrees that Franchisor (i) may, without Landlord's consent, sublet the Premises or assign the Lease to an approved franchisee of Franchisor provided Franchisor remains liable for the payment of rent and the performance of Tenant's duties under the Lease, (ii) may assign, without recourse, its rights under the Lease upon receiving Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, (iii) will not be bound by the terms of any amendment to the Lease executed by Tenant without obtaining Franchisor's prior written approval, (iv) will not be subject to any provision of the Lease that requires Tenant to continuously operate a business in the Premises during any period that the Premises is closed for remodeling or while Franchisor is seeking to obtain and train a new franchisee, provided however, that such period of closure will not exceed 90 days in each instance; and (v) may, if it subleases the Premises to a franchisee as provided above, retain all rent or other consideration payable under such sublease even if it is in excess of the rent payable by Tenant under the Lease.

5. If Franchisor exercises its right to assume the Lease pursuant to Paragraph 3 above, within 10 days after written demand, Tenant agrees to assign all of its right, title and interest in the Lease to Franchisor and, if Tenant does not do so, Tenant appoints Franchisor as its agent to execute all documents that may be necessary for Franchisor to take assignment of the Lease. Notwithstanding anything to the contrary contained herein, Tenant shall remain liable to Landlord for all of its obligations under the Lease and to Franchisor for all amounts that Franchisor pays to Landlord to cure Tenant's defaults under the Lease, including interest, reasonable collection costs and de-identification costs (the parties acknowledging that Franchisor may enter the Premises without being guilty of trespass or tort to de-identify the Premises). Franchisor may assign this Option and its rights hereunder to any affiliate, subsidiary, parent, successor or assign of Franchisor. This Option may be signed in any number of counterparts by facsimile or otherwise, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile signature may be used for any purpose in lieu of an original signature.

LANDLORD	TENANT	FRANCHISOR
By:	By:	By:
Its:	Its:	Its:
	, individually	130 Royall Street P.O. Box 9141, Canton, Massachusetts 02021
	, individually	Attention: Corp. Real Estate
	, individually	

# **<u>Rider to Contract for Sale</u>**

We (BASKIN-ROBBINS FRANCHISING LLC and BASKIN-ROBBINS FRANCHISED RESTAURANTS LLC (as applicable), and DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC and DUNKIN' DONUTS FRANCHISING LLC (as applicable), hereinafter for convenience referred to as "FRANCHISOR", "us", "our" or "we") are pleased to consider your proposed agreement to purchase and sell one or more Franchised Store(s) pursuant to a purchase and sale agreement ("Contract for Sale") submitted to us.

THIS RIDER PROVIDES IMPORTANT INFORMATION ABOUT OUR REQUIREMENTS WITH RESPECT TO THE PROPOSED TRANSFER. IT CONTAINS INFORMATION FOR BOTH THE SELLER AND BUYER, AND IT REQUIRES THAT BOTH SELLER AND BUYER MAKE CERTAIN REPRESENTATIONS AND PROVIDE IMPORTANT INFORMATION TO US. OUR WILLINGNESS TO CONSIDER THE PROPOSED TRANSFER IS CONDITIONED UPON:

- (i) SELLER AND BUYER EXECUTING THIS RIDER.
- (ii) SELLER AND BUYER COMPLETING AND EXECUTING THE SELLER'S ADDENDUM AND BUYER'S ADDENDUM, RESPECTIVELY,
- (iii) AND PROVIDING THE INFORMATION AND DOCUMENTATION REQUESTED.

PLEASE CAREFULLY READ THE INFORMATION CONTAINED IN THIS RIDER. SELLER AND BUYER MUST STRICTLY COMPLY WITH ALL TRANSFER REQUIREMENTS SET FORTH IN THIS RIDER, IN ADDITION TO THE TRANSFER REQUIREMENTS SET FORTH IN THE SELLER'S FRANCHISE AGREEMENT(S).

# This Rider is divided into seven (7) sections as follows:

- 1. Section I. Effect of Rider, Deadline For Execution.
- 2. Section II. Information For and Representations By Seller and Buyer.
- 3. Section III. Information For and Representations By Seller.
- 4. Section IV. Information For and Representations By Buyer.
- 5. Section V. List of Exhibits.
- 6. Section VI. Seller's Addendum.
- 7. Section VII. Buyer's Addendum.

#### Section I. Effect of Rider, Deadline for Execution

1.1 ONCE EXECUTED, THIS RIDER CONSTITUTES A PART OF YOUR CONTRACT FOR SALE, AND IT MAY CONTAIN PROVISIONS THAT CONFLICT WITH OR CONTRADICT A PROVISION IN THE CONTRACT FOR SALE. IN THE EVENT OF ANY CONFLICT BETWEEN ANY TERM IS THIS RIDER AND ANY TERM IN THE CONTRACT FOR SALE OR THE SELLER'S FRANCHISE AGREEMENT, (AND LEASE WITH US IF APPLICABLE), THE TERM IN THIS RIDER SHALL CONTROL.

# 1.2. <u>This proposed transfer shall be deemed automatically rejected by us, without the need for a further writing from us, if we do not receive the following within thirty (30) days from your receipt of this Rider</u>:

A. completed and fully executed Rider to Contract for Sale and the Seller's addendum and Buyer's addendum, including all Exhibits listed in Section V;

B. for each store not leased to Seller by us, copies of the current third-party Lease and any Amendment, Rider or other Addenda to such third-party Lease; and

C. if Buyer will execute a new Lease (with Seller, with Seller's Landlord, with another entity controlled by Buyer, or otherwise) or modify an existing Lease, Seller or Buyer must deliver to us a copy of the proposed Lease, amendment or a letter of intent, with financial terms agreed upon in a writing signed by both Buyer and the Landlord.

1.3 Neither our delivery of this form Rider to Seller nor our willingness to commence the process to assess the proposed transfer or approve the Buyer shall be construed to supersede any prior Notice of Termination delivered to the Seller, nor does it constitute a waiver of any rights pursuant to such Notice.

#### Section II. Information For, and Representations by, both Seller and Buyer:

2.1. <u>Right of First Refusal; Terms of Transfer</u>. We have a contractual right of first refusal to purchase the store(s) under the terms and conditions set forth in the Contract for Sale. We consider this Rider to be part of your application to purchase the stores, and neither our acceptance of this executed Rider nor our willingness to commence the process to assess the deal or approve the Buyer constitutes a waiver of our right of first refusal or our approval of the proposed transaction. The time period in which we must exercise our right of first refusal does not commence until the date we have received a fully executed Contract for Sale, including all exhibits, Riders and all other documents referenced in the Contract for Sale.

A. The transfer of the store(s) must close on the terms and conditions contained in the Contract for Sale submitted to us, with no changes whatsoever, except those that may be required to conform the proposed transfer to our requirements. Our approval of the transfer, if granted, will be in reliance upon the fact that the representations set forth in the Contract for Sale, this Rider and in other documentation we require, are true, complete and accurate as of the date of transfer, and that all of the terms directly or indirectly relating to the transfer of each store is contained in the Contract for Sale (including all exhibits, Riders, etc.), any modification, addenda or amendment to the Contract for Sale, and this Rider to Contract for Sale. If Seller or Buyer modifies the Contract for Sale or the lease in any way (whether orally or in writing), the Seller must submit the modifications to us in writing. We may have another opportunity to exercise our right of first refusal to purchase the store(s) under the Contract for Sale, as modified. We have the right to disapprove any transfer or applicant for a franchise, including for failure to disclose completely and truthfully the information we require Seller and Buyer to supply to us. Any provision in the Contract for Sale that purports to permit Buyer to assign its rights to another party is void, except to the extent we otherwise approve it in writing.

B. In the event the Contract for Sale provides Seller with a right of first refusal to repurchase the business from Buyer at any time, such right is subject and subordinate to our contractual right of first refusal as set forth in Buyer's franchise agreement.

2.2. <u>Time of Transfer</u>. No transfer of ownership or possession, or delegation of the management of the premises, franchise(s) or the business assets shall occur until after a closing is held in which all of our required documents are signed and all monies owed to us have been paid and satisfied. The closing must be held in accordance with our procedures and requirements, and in the presence of our representative. Any attempt to assign a franchise agreement or transfer possession or management responsibilities of a store without our approval will constitute good cause to terminate the franchise agreement(s).

2.3. <u>Franchise Documents</u>. Seller shall attach as **Seller's Exhibit 1** to this Rider the current franchise agreement for each store proposed to be transferred by the Contract for Sale. Unless Seller's franchise agreement(s) already is on our current standard form, we will require Buyer to execute our current, standard form franchise agreement and all current standard ancillary documents for each store to be transferred. In our sole discretion, however, we may permit Seller to assign the current franchise agreement to Buyer. The current form franchise agreement is an exhibit to the Franchise Disclosure Document ("FDD"), which Buyer will be provided (see Section 4.2. F(i)).

A. For each store, Buyer's continuing franchise and advertising fees for the balance of the Seller's term at that store will be at the same rate as set forth in Seller's franchise agreement, unless such agreement provides otherwise.

Β. Buyer's franchise agreement will be specific to one location only and will not grant Buyer any geographical territory free from competition. Competition may result not only from other chains and independent stores but also from additional stores (or other distribution channels) that we now franchise or operate in the vicinity or as they may be developed and opened for business in the future. Buyer must independently investigate the location of such existing or planned stores (or distribution channels) in the vicinity of the stores proposed to be transferred, and to assess competition which may result from such stores, and Buyer acknowledges that FRANCHISOR is not selling Buyer a franchise, but rather is merely considering the proposed transfer of an existing franchise. Buyer further acknowledges that FRANCHISOR may approve development now or at any time in the future of additional stores (and/or distribution channels) in the vicinity of the units proposed to be transferred. During the term of Seller's franchise agreement(s) and for a period two years thereafter, Seller's franchise agreement(s) expressly precludes Seller from owning, maintaining, engaging in, being employed by or having any interest in another business that sells the same or substantially similar products as those that Seller is required to sell under our franchise agreement. It does not, however, preclude Seller from owning or operating other FRANCHISOR units under franchises granted by us, and any Contract for Sale provision to the contrary is hereby deemed void.

C. Each franchise agreement Buyer signs with us or will take assignment of from Seller will be granted for a term that expires at the end of Seller's existing franchise term, without renewal rights unless we expressly granted them in a writing signed by a duly authorized executive of FRANCHISOR. If Seller has a contractual right to additional term, Seller must attach that writing as Seller's Exhibit 2. We make no representations regarding the availability of future renewal offers or the terms on which we may decide to grant any additional franchise term in the future. In other words, we do not promise Buyer any term beyond Seller's remaining franchise term, and we reject any provision in the Contract for Sale stating that we will provide renewal rights or additional term.

D. Buyer must, no later than ten (10) days before closing, advise your Franchising Manager of the person who will serve as our primary contact for each store. Prior to closing, each such individual must have met all training qualifications.

2.4. <u>Lease Documents</u>. We strongly urge Buyer to carefully review the terms and conditions of each and every lease under which Buyer will occupy a store to be transferred. As part of Seller's Addendum to this Rider, Seller represents and warrants that the information supplied relating to the lease for each store is complete and accurate. Seller acknowledges that Seller is solely responsible for obtaining all needed landlord consents for any assignment of such lease(s) or for subletting any third-party premises, as applicable.

A. If Seller leases a store from us (including our rental companies), we may, in our sole discretion, require Buyer to execute our current standard form lease, with the same rent, taxes and other charges as are contained in Seller's lease. Alternatively, we may, in our sole discretion, permit Seller to assign the lease to Buyer. We reserve the right to require Buyer to execute at closing an amendment to the lease to provide for percentage rent to be paid monthly and/or for apportionment of percentage rent on a weekly basis upon any future transfer or termination of the lease. Buyer's lease term at a store shall be for the remainder of Seller's

lease term at that store. Seller acknowledges that we will <u>not</u> release Seller from liability under the Lease(s), including Buyer's or any subsequent assignee's future performance of the tenant's obligations under the Lease(s).

- B. For each third-party lease which Seller will assign to Buyer:
  - (i) Seller shall attach as **Seller's Exhibit 3** to this Rider the current lease (and any amendments, addenda, Riders or modifications thereto), unless each such current third-party lease (and any amendments, addenda, Riders or other modifications thereto) was attached to the Contract for Sale that Seller submitted to us; and
  - (ii) Seller shall deliver to us, no later than five (5) days before closing: a complete copy of the final assignment of lease, the landlord's written consent to the transfer, if such consent is required by the terms of the lease, and our current Lease Option Agreement, if such document does not currently exist with respect to the lease Buyer will assume. At closing, all such documents must be fully executed by the landlord and tenant.
  - (iii) If Buyer will execute an amendment to the existing lease in connection with the proposed transfer, Buyer must attach a copy of the proposed lease amendment to this Rider as **Buyer's Exhibit 1**. Buyer must deliver to us no later than five (5) days before closing a complete copy of the final lease amendment. If at any time after submitting this Rider the Buyer and Seller seek to amend the lease, then the proposed amendment must be submitted to us, and in such event we reserve the right to reassess the proposed transaction. We may have another opportunity to exercise our right of first refusal to purchase the store(s) under the Contract for Sale, as modified by the lease amendment.

C. For each store for which Buyer will execute a new lease (with Seller, with Seller's landlord, with another entity controlled by Buyer, or otherwise), Buyer will deliver to us a copy of the proposed lease or a letter of intent, with financial terms agreed upon in a writing signed by both Buyer and the landlord. Buyer shall attach such document to this Rider as **Buyer's Exhibit 1**. Buyer will deliver to us no later than five (5) days before closing, a complete copy of the final lease, and our standard Option to Assume or Lease Option Agreement with respect to the new lease. To the extent that the final version of a new lease is materially different than the lease originally submitted to us, we may disapprove the proposed transaction. At closing, all such documents must be fully executed by the landlord and tenant.

D. We make no representations or warranties concerning the terms or validity of a lease to which we are not a party. Furthermore, it is Seller's sole responsibility to obtain all needed third-party landlord consents to any assignment of such a lease or any subletting of the premises, as the case may be. Our consent to the proposed transfer is further conditioned upon our receiving the following for each store prior to closing:

(i) If Seller will assign a third-party lease to Buyer, satisfactory evidence of the landlord's consent to the assignment, provided such consent is required by the lease, and our standard Lease Option Agreement or Option to Assume executed by Buyer and the landlord for the lease, unless such agreement is already effective; or

(ii) If Buyer will execute a new lease with the landlord, or a new sublease with Seller, a copy of the fully executed lease or sublease, as the case may be, and our standard Lease Option Agreement or Option to Assume executed by Buyer and the landlord for the new lease. If Buyer fails to disclose to us the existence of a new lease, such failure will constitute fraud and a material breach of Buyer's franchise agreement(s).

E. If Buyer will own the property on which the store(s) is located, then Buyer must execute our standard form Lease Option Agreement on terms acceptable to us.

F. If we lease the store(s) to Seller, we, and not Seller, may own the leasehold improvements in the store(s).

2.5. <u>No Transfer in "as-is" Condition.</u> A provision in the Contract for Sale that seeks to transfer fixtures, equipment or other property being transferred to Buyer in "as-is" condition does not modify or waive Seller's obligation to bring each store up to our standards as a condition of our approval of the transfer.

2.6. <u>Payment of Fees and Other Amounts</u>. On or before the closing date, Seller must pay us by <u>certified or</u> <u>bank check or a check from the attorney's escrow account</u>, all franchise fees, promissory or demand notes, advertising fees, rents, taxes, collection fees, interest on overdue receivables, amounts owed for real estate tax escrow account and/or common area maintenance escrow account, and any other amounts due and owing under Seller's franchise agreement(s), Lease(s) or any other agreements with us or any of our subsidiaries or affiliates. Seller also will pay us (or, as per the Contract for Sale, Seller will cause Buyer to pay to us some or all of) the transfer fee(s) due and payable under each of Seller's franchise agreement(s).

2.7. <u>Dunkin' Donuts Only</u>. The following conditions apply to the transfer of a Dunkin' Donuts Store:

A. The proposed transfer will be rejected if, as a result of the transfer, Seller or Buyer would control a non-manufacturing Dunkin' Donuts "satellite" shop but would not, in each case, own (a) a controlling interest in a manufacturing facility approved by us to supply products to the satellite shop in accordance with our operational and product quality standards, or (b) an approved interest in a cooperatively-owned Central Manufacturing Location ("CML Co-Op") approved by us to supply products to the satellite shop.

B. We urge Buyer to determine from Seller if any "Increased Advertising Agreement" is in effect for any Dunkin' Donuts store Buyer is purchasing. If so, Buyer must assume and pay Seller's obligations thereunder (even if we do not disclose such agreement to Buyer before the transfer). Seller represents and warrants that Seller has disclosed to Buyer any and all agreements for increased advertising in effect for each Dunkin' Donuts store.

#### C. [INTENTIONALLY DELETED]

D. Buyer must <u>for each store:</u> (i) promptly enroll on-line for stored value cards and credit cards. In certain circumstances, we may permit a closing to occur before such time as the stored value card and credit card vendor(s) have established Buyer's accounts for these processes, and we may impose certain conditions for doing so, including requiring Seller and Buyer to escrow funds at closing to account for stored value card and credit card transactions through the date that the Buyer's account is established.

2.8. <u>Authority to Make Changes</u>. Other than the correction of typographical errors, no changes may be made to this Agreement or to any closing document. No modification, addition or deletion to any document shall be binding on FRANCHISOR unless the specific modification, addition or deletion is acknowledged in writing, in advance, by one of our authorized representatives. , In the absence of a specific and express written acknowledgment, our counter-signature on a document containing such modification, addition or deletion shall, be considered an error and the document shall be considered void from the inception.

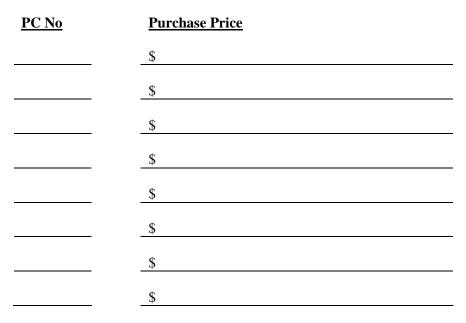
2.9. Limitation on Liens, Intellectual Property; Security Interests. We will not permit Seller or any financing institution to have an "after-acquired property" clause in any security agreement or financing statement that covers Buyer's trade fixtures, furniture, equipment, machinery, signs or similar property in the store(s), unless such clause by its express terms is subordinated to any purchase money financing for the after-acquired property. Any breach of this condition will be a default under Buyer's franchise agreement(s). Seller has no rights or interest in the tradenames, trademarks or other proprietary marks or intellectual property rights of Dunkin' Donuts or Baskin-Robbins, and Seller shall not reserve any security interest in the tradename, trademarks or other proprietary marks or Baskin-Robbins. Seller acknowledges that we will not permit any reversionary or other security interest to be granted to or reserved by Seller in any franchise agreement or lease.

2.10. <u>Total Consideration</u>. We require Seller and Buyer to jointly and severally represent and warrant to us the total consideration to be received by the Seller and Buyer for the stores(s), development agreement(s) (if any) and other rights set forth in the Contract for Sale, including without limitation consideration in the form of assignment or assumption of existing debt, consulting fees, etc. (hereinafter the "Purchase Price"), and that there are no other payments or consideration directly or indirectly relating to the transfer of any store or any other rights (including those related to the real estate premises) associated with any of Seller's franchise(s), except as set forth in the Contract for Sale. Any breach of this warranty will constitute fraud and a material breach of the

franchise agreement(s) and Lease(s) for each store, giving us the right to invoke all of our contractual remedies and such other rights and remedies as may be available at law or in equity. By executing this Rider and the attached Seller's Addendum and Buyer's Addendum, respectively, Seller and Buyer hereby confirm that the total Purchase Price for the proposed transfer is \_\_\_\_\_\_ **dollars** (\$\_\_\_\_\_).

# By executing this Rider to Contract for Sale, you certify to us that no more than ninety percent (90)% of the Purchase Price has been financed ("Permitted Financing").

2.11. <u>Breakout of Purchase Price for Multiple Units.</u> If this Rider to Contract for Sale relates to the purchase of more than one store, please state the purchase price for each individual store. (if there are more than 8 stores, attach an addendum). Because "goodwill" in a franchise system inures to the franchisor and not franchisees, any provision that allocates part of the purchase price to goodwill is hereby void.



2.12. <u>Purchase Money Financing</u>. If Seller provides purchase money financing to Buyer with respect to the sale of the stores, then we may at our sole discretion grant Seller a "conditional option to re-enter" with respect to one or more of the stores, on our standard form. Such re-entry rights may or may not permit Seller to operate the store(s) even after Seller satisfies the requirements to re-enter. If we grant Seller a conditional option to re-enter, all rights thereunder will extinguish and be of no further force and effect upon the earlier of: (a) Buyer's satisfaction of Seller's purchase money financing, (b) the expiration or earlier termination of the franchise term that Seller is transferring for the store to be re-entered, or (c) such shorter period of time as we establish (in our sole discretion) in which Seller must re-sell the store if Seller re-enters. If Seller provides the Buyer financing for a term that exceeds the remaining term of Buyer's franchise agreement(s), Seller does so at Seller's sole risk and with full knowledge that we do not promise any renewal or additional term for Buyer.

2.13. <u>Closing</u>. Our approval of the transfer, if given, does not change any terms or conditions which exist in any of Seller's supporting documents for the business, and is subject to the condition that the closing shall be attended by our employee or, at our option, by our agent, for the purpose of obtaining signatures on documentation required by us and collecting any monies owed to us. The closing will be held at a location selected by Seller and Buyer. **Closing must occur at least fourteen (14) calendar days (or any longer period required by applicable state law) after Buyer received our FDD, and at least seven (7) calendar days (or any longer period shall we be bound by the closing date in the Contract for Sale. At closing, Buyer and Seller must sign and deliver to us our documents and letters of approval from authorized representatives. The documents will be binding upon us only after our authorized representative counter-executes them and returns fully executed documents to Buyer and Seller. If the proposed transfer, as approved by us, does not close within sixty (60) days from the date of our written approval, we may, in our sole and absolute discretion by written notice to Buyer and Seller, revoke our approval of the transfer.** 

Our closing procedures typically involve a representative of a title company attending the closing on our behalf. For the purpose of ensuring that our required documents are signed and required payments to us are collected, our title company representative will be in attendance for up to two (2) hours at our cost. If the title company representative is at the closing for more than two (2) hours in order to accomplish this purpose, then Seller and Buyer shall be required to pay an incremental fee to the title company representative at closing. The incremental cost is Seventy-five dollars (\$75.00) for each additional thirty (30) minutes. This incremental fee must be paid separately, to us, by check from (a) the Seller's and/or Buyer's corporate account or (b) an attorney's escrow account.

2.14. <u>Additional Requirements.</u> This Rider is not intended to include all requirements, obligations and disclosures. Please see our FDD, the franchise agreement contained in the FDD, and Seller's franchise agreement and lease (if applicable) for additional requirements.

#### Section III. Information For, and Representations by, Seller:

3.1. <u>Counsel, Opportunity to Investigate.</u> Seller represents to us that Seller has obtained the advice of legal, accounting and tax counsel with respect to the sale of the above-referenced store(s), and that Seller has permitted Buyer the opportunity to independently investigate Seller's books and records for each store to be transferred. Seller indemnifies us and agrees to defend and hold us harmless from any claim with respect to the statements and representations Seller (or anyone on Seller's behalf) made to Buyer relating to the store(s) and the prospects for achieving any expected sales levels or the value or profitability of any store to be transferred under the Contract for Sale. Seller has disclosed to Buyer all of Seller's outstanding debts and obligations related to the store(s).

# Section IV. Information For, and Representations by, Buyer:

4.1. <u>Preparation of Documents.</u> Upon our preliminary approval of the terms of transfer and the Buyer, we will prepare closing documents in the names of the individuals and entities set forth in Buyer's Addendum. If Buyer fails to give us adequate advance written notice of any proposed change in the ownership of Buyer, then, in addition to any delay in the closing, Buyer will be required to pay us our then-current fee to cover the administrative costs to draft new, additional or revised closing documents, as the case may be. No party may be added as a franchisee who has not first received and signed receipts for our then-current FDD and been approved by us to be a franchisee.

4.2. <u>Buyer's Qualifications</u>. Each and every one of the Buyers must comply with and meet all our current requirements and qualifications for new or existing franchisees, as the case may be.

A. With few exceptions, we require every stakeholder of Buyer to be interviewed by FRANCHISOR. If the Franchising Manager does not provide a favorable assessment of your interview(s), we will not approve you to purchase the stores. Disapproval would not mean that we think you are not or will not be a good businessperson. If Buyer (or any stakeholder of Buyer) has previously signed our standard Passive Partner Letter, Buyer should attach a copy to this Rider as **Buyer's Exhibit 2**.

C. If an individual, shareholder or member of Buyer presently owns one or more of our franchised stores or would own more than one store after this transfer, then as a condition of our approval this individual(s) also must comply with and meet all of our additional requirements and qualifications to expand.

D. At least one of the individuals, shareholders or members of Buyer must attend and successfully complete all training required for each applicable FRANCHISOR brand. The training occurs at locations we designate. Except for solo-brand Baskin-Robbins stores, a second person must also attend and successfully complete such training. If Buyer elects to enroll any person in the required training courses prior to obtaining our final approval of the Buyer and of the proposed transfer (and prior to such time as the Buyer obtains the financing for the proposed transaction), such enrollment is at Buyer's sole risk and is not evidence of our approval of Buyer or the proposed transaction. In addition, we will not reimburse Buyer or any individual, shareholder or member of Buyer for any costs or expenses incurred to attend training, whether or not the transaction or you ultimately are approved.

One of the individuals, shareholders or members of Buyer must successfully complete our Franchise Business Course in order for Buyer to be approved as a franchisee and to purchase the store(s) that are the subject of this Rider. Any transfer of ownership in this transaction is conditioned on, among other things, the successful completion of the training requirements.

E. The approval process typically takes at least several weeks, and can take much longer if the Buyer has not successfully completed all required training. All costs and expenses that Buyer or any individual, shareholder or member of Buyer incur in connection with evaluating and purchasing Seller's business, and with meeting our requirements and qualifications, will be Buyer's sole responsibility. We are not responsible for any employment or other decisions, or any financial commitments or decisions made by Buyer or any individual, shareholder or member of Buyer in anticipation of the approval of the proposed transaction or of Buyer as a franchisee.

- F. As part of the approval process, Buyer also must do the following:
  - (i) Buyer should read fully and carefully the FDD, which will be provided to Buyer, to better understand all applicable terms and conditions. Each individual, shareholder, member and partner of Buyer must sign, date and return the FDD Disclosure Receipts to us as **Buyer's Exhibit 3.**
  - Each individual, shareholder, member and partner of Buyer must attach as Buyer's Exhibit 4 to this Rider photocopies of the last six (6) months of bank and investment (brokerage, 401K, etc.) statements;
  - (iii) Each individual, shareholder, member and partner of Buyer must complete our current application forms and provide us with personal data, proof of citizenship and detailed information about their business experience, financial condition, reputation and qualifications. A hard copy Consideration request is not included in this package but must be submitted electronically via our company's web site. If you have not done so already, visit www.dunkindonutsfranchising.com (for Dunkin' Donuts) and www.baskinrobbins.com (for Baskin-Robbins) and click the "APPLY NOW" button and follow the application directions for the purchase of an existing store. The application must be completed in detail by you and all shareholders, members and partner (spouses can submit one form together). Partner(s) must complete separate detailed information. You will receive e-mail instructions to access the site and complete an application. This form must be complete providing detailed information as requested in all categories. You must meet or exceed our minimum financial requirements for the number and type(s) of stores that you would own and operate as a result of this proposed transaction, and any other transactions you may have pending or may be pursuing. As part of the approval process, we have third parties obtain credit, criminal and other background checks on each individual, shareholder or member. As part of the approval process, Buyer must complete and sign the Consent and Release, which is attached as **Buver's Exhibit 5** to this Rider; and
  - (iv) Each individual, member or shareholder of Buyer who is not currently our franchisee must attach as **Buyer's Exhibit 6** a copy of one of the following in order to prove citizenship or permanent resident status (as applicable):
    - (1) The individual's Birth Certificate;
    - (2) The individual's Permanent Resident Card / Alien Registration Card; or
    - (3) The individual's valid United States Passport issued by the Department of State to United States citizens.
  - (v) Complete, or have Buyer's accountant complete, the break-even-point analysis using the template provided to you in **Buyer's Exhibit 7**. The template is designed to help your accountant and you evaluate the business; and

4.3. <u>Authorized Franchisee Entities</u>. If Buyer will sign the franchise agreement as a corporation, limited liability company or general partnership, Buyer must furnish us with the following, applicable documents:

- A. For a corporation:
  - (i) a Certificate of Good Standing from the state of incorporation, and
  - (ii) a certificate of the clerk/secretary listing the names, addresses and interests of all shareholders, directors and officers.
  - (iii) Articles of Incorporation on file with the state;
- B. For a limited liability company:
  - (i) a copy of the Operating Agreement, and
  - (ii) a certified list of the names, addresses and interests of all members and managing member(s), as applicable.
  - (iii) Articles of Organization on file with the state;

OR

- C. For a general partnership:
  - (i) a copy of the partnership agreement containing the names and addresses of each and every partner, and confirming the right of each partner to bind the other partners.

If Buyer has already established the corporation(s), LLC(s) or general partnership(s), Buyer should attach a copy of the applicable documents to this Rider as Buyer's Exhibit 8. We do not permit trusts to be our franchisee, and only in very limited circumstances (e.g. pre-existing private equity funds) do we permit a limited partnership to be the franchisee entity.

BUYER IS FURTHER ADVISED THAT WE MAY REQUIRE ALL PERSONS WHO OWN AN INTEREST IN ANY CORPORATION, LIMITED LIABILITY COMPANY OR OTHER ENTITY APPROVED AS FRANCHISEE TO PERSONALLY GUARANTEE THE PERFORMANCE OF THE FRANCHISEE-ENTITY'S OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, LEASE (IF APPLICABLE) AND OTHER AGREEMENTS WITH US.

4.4. <u>Buyer's Due Diligence</u>. We urge Buyer to obtain the advice of legal, accounting and tax counsel with respect to Buyer's purchase of the store(s), and the terms and conditions of our approval.

A. Buyer represents and warrants to us (i) that Buyer has independently investigated Seller's books and records for each store to be transferred, (ii) that we and our representatives have made no representations to Buyer about the value of, profitability of, or prospects for sustaining any level of sales at any store to be transferred under the Contract for Sale, (iii) that Seller is an independent franchisee and not our agent or representative, and that any representations made to Buyer by Seller may not be imputed to us.

We request that our franchise prospects develop on their own and share with us their organizational, training and marketing plans. These plans typically help a prospect to conceptualize the start-up and on-going operations of the business. Some franchise prospects also provide to us financial information or projections, including pro formas and break-even analyses. While we may review with you the organizational, training and marketing plans that you develop, we do not validate, approve or disapprove such plans. And while we may review internally your financial information or projections to help satisfy us that you have the capability to prepare financial documents, we do not review them with you or validate, approve or disapprove them. Our failure to comment on the documents shall not be construed as approval. In fact, none of our representatives is authorized to comment on your financial information or projections other than to urge you to compare your financial information with the numbers contained the FDD, and with any numbers that you obtain from existing franchisees.

B. Buyer should ascertain all outstanding debts and obligations owed by Seller. We do not monitor or collect debts owed by franchisees to third parties. Accordingly, we recommend that Buyer contact prior to closing all of Seller's suppliers (including without limitation the NDCP and any third-party that supplies bakery products to the storesstores, and Dean Foods, which manufactures and sells our ice cream to Baskin-Robbins stores), utility companies and taxing authorities to determine what balances Seller owes, if any.

C. Buyer also should inquire about the obligations to assume certain existing service contracts, including without limitation those relating to help desk or maintenance services required for the store's electronic retail information system/POS system (the "RIS System"). Suppliers of certain RIS System services may allow Buyer to assume the Seller's existing contracts or they may require that Buyer enter into a new contract. It is Buyer's responsibility to contact these service providers and determine the requirements for all such contracts.

D. We strongly urge Buyer to obtain independent professional advice regarding the condition and compliance of each store and its equipment.

(i) Federal, state and local laws, codes and ordinances that govern the possession and operation of the store(s) are apt to change from time to time, and may have changed during Seller's operation of the store(s). Buyer must determine on Buyer's own behalf that each store is in compliance with all relevant laws, including without limitation, the Americans with Disabilities Act (ADA), Occupational Safety and Health Act (OSHA), and all federal, state and local health, environmental, fire and building codes or ordinances. Buyer must ensure that any changes, modifications, repairs or necessary improvements are made according to law, prior to commencing business operations.

(ii) In addition, before closing we will require Seller to bring the premises (including without limitation land, buildings, fixtures, signs, equipment and business operations) of each store to be transferred up to all of our current standards, as determined by an inspection and evaluation on our current standard store assessment forms. Any deficiencies with respect to our standards will be noted in a deficiency list completed by our field representative. Seller must correct and repair any and all deficiencies identified in any notice we send Seller, as updated prior to transfer. In purchasing the store(s), Buyer may not rely on the accuracy or completeness of any such list or any estimate we may make of repair costs. It is Buyer's sole responsibility to identify on Buyer's own behalf any and all deficiencies in the premises, including without limitation, trade fixtures, equipment, roofing, HVAC equipment, sewer lines, grease traps, septic systems, paving, sub-soil conditions and hazardous materials. We have no obligation to compensate or reimburse Buyer if our deficiency list is incomplete, if we underestimate the cost to repair them, or if other changes unrelated to our standards (including those set forth in subsection (i) above) must be made.

4.5. <u>Development Rights of Others</u>. Buyer is advised that one or more of the stores referenced in the Contract for Sale may be situated within a territory in which exclusive rights to develop additional stores have been granted to another party.

4.6. <u>Insurance</u>. At Buyer's sole cost and expense, on or before closing, Buyer must obtain an insurance policy in accordance with the requirements for coverages and named insureds set forth in the franchise agreement(s) and furnish us with an original certificate thereof signed by an authorized agent of the insuror. These insurance requirements are set forth in our franchise agreement. If we will sublet any store to Buyer, Buyer may be required to meet additional insurance requirements contained in our underlying lease, including a requirement that the underlying landlord be a named insured. Any failure to maintain insurance at all times will result in termination of the franchise agreement(s).

4.7. <u>Proprietary Marks</u>. Buyer will not acquire any right to use the name "Dunkin' Donuts" or "Baskin-Robbins" until Buyer signs a franchise agreement for the applicable brand. Buyer's unauthorized use of our proprietary marks at any time prior to an approved transfer will constitute willful trademark infringement.

The undersigned Seller and Buyer acknowledge receipt and understanding of this Rider and hereby represent to FRANCHISOR that the information provided in this Rider and the attached Seller's Addendum and Buyer's Addendum, respectively is true, accurate and complete. Seller and Buyer acknowledge that FRANCHISOR will rely on this information in evaluating the proposed transfer and evaluating Buyer's application for approval as our franchisee.

Dated:		SELLER/FRANCHISEE
	_	[entity]
	Name:	
		Title:
		, Individually
		Terdicides II.
		, Individually
		, Individually
Dated:		BUYER
		[entity]
	_	[entity]

Name:	
Title:	
	, Individually

# **SECTION V**

# List of Exhibits

# Rider to Contract for Sale

# Seller's Exhibits:

1. The Franchise Agreement for each store proposed to be transferred. See Section 2 3.

2. Any writing signed by FRANCHISOR relating to additional franchise term beyond the current expiration date for a store. See Section 2.3(C).

3. The existing lease for each store proposed to be transferred (including any amendment, Rider, addenda or other modification). See Section 1.2(B) and Section 2.4(B)(i)

# Buyer's Exhibits:

1. A copy of a proposed lease amendment/assignment, if applicable, See Section 2.4.B(iii), or a copy of a letter of intent or other signed writing between Buyer and the landlord for any new lease for a store to be transferred (note: this writing must set out the financial terms and the term). See Section 2.4(C)

2. The Passive Partner Letter completed and signed by each of the Buyers, if one already exists. See Section 4. 2(B)

3. The FDD Disclosure Receipt signed by each Buyer (provided that the UFOC has been forwarded to Buyer). See Section 4.2(F)(i)

4. The break-even-point analysis completed by Buyer or Buyer's accountant. See Section 4.2(F)(v)

5. Buyer's state filed Articles of Incorporation and Bylaws or Articles of Organization and Operating Agreements or General Partnership Agreements for each store to be transferred. See Section 4.3. We also need the Federal Identification Number for each franchise entity.

Please note if you are approved as a franchisee and we agree to enter into an agreement with you, there are limitations on the words and letters that you may use as part of your entity. Please see Section 7.5 of Schedule "DD", which is an exhibit in the Franchise Disclosure Document.

#### For New Candidates/Buyer's we will also need the following:

1. Photocopies of each of the Buyer's bank and investment (brokerage, 401K, etc.) statements for the most recent six-month period. See Section 4.2(F)(ii)

2. The Consent and Release form completed and signed by each of the Buyers. See Section

#### 4.2(F)(iii)

3. Proof of citizenship or permanent resident status (as applicable) for each of the Buyers. See Section 4.2(F)(iv)

#### RIDER TO CONTRACT FOR SALE SECTION VI SELLERS'S ADDENDUM

6.1 Seller who requests FRANCHISOR's approval of the proposed transfer to Buyer of each of the store described in the Contract for Sale must complete and execute this Seller's Addendum.						
	Date of Contract for Sale:					
		SELLER'S CONTACT	T INFOR	MATIC	ON	
Seller's Contact Nar	ne:					
Seller's Physical Add	dress:					
Seller's Mailing Add	ress:					
Phone #:		Cell:		Fax:		
E-Mail:						
		SELLER'S ATTORNE	Y INFOR	RMATI	ON	
Attorney Name:						
Attorney Address:						
Phone #:		Fax:	E-mail:			
	ct for Sale relate ach an addendu		sfer of t	he foll	owing store(s	) (if there are more than
PC NUMBER	STORE ADDR	ESS			AND(S) FOR STORE	SATELILITE OR FULL PRODUCER (DD Only)
1.				] DD	🗌 BR	Sat 🗌 FP 🗌
2.				] DD	🗌 BR	Sat 🗌 FP 🗌
3.				] DD	🗌 BR	Sat 🗌 FP 🗌
4.				] DD	🗌 BR	Sat 🗌 FP 🗌
5.				] DD	🗌 BR	Sat 🗌 FP 🗌
6.				] DD	🗌 BR	Sat 🗌 FP 🗌
7.				] DD	🗌 BR	Sat 🗌 FP 📃
8.				] DD [	🗌 BR	Sat 🗌 FP 📃
SELLER'S ENTITY	INFORMATION					
PC#	FRANCHISE E					
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
franchise agreement(s	s), attach a Rider v	with specific details that exp	plain that	differe	nce, including ar	t for Sale or the parties to the y appropriate documentation. arty to a franchise agreement

with any ownership right in or to the franchise or franchised business

# LIST ALL INDIVIDUALS, MEMBERS SHAREHOLDERS OR NON INTEREST OFFICERS (Corporations) AND MANAGERS (LLCs) FOR EACH ENTITY BELOW Above No. of Shares or Title(s) Name Social Security # Store Interest 1. 1. 1. 1. 2. 2. 2. 2. 3. 3. 3. 3. 4.. 4. 4. 4. 5. 5. 5. 5. 6. 6. 6. 6. 7. 7. 7. 7. 8. 8. 8. 8. **IMPORANT**: If the above-described Seller(s) differ in any way from the parties listed on the Contract for Sale or the parties to the

franchise agreement(s), attach a Rider with specific details that explain that difference, including any appropriate documentation. Nothing in this document or any other document shall provide an entity or individual who is not a party to a franchise agreement with any ownership right in or to the franchise or franchised business

Pleas	5.3. LEASES WITH FRANCHISOR (or our subsidiaries) Please state which premises, if any, you lease from us. If you do not lease any premises from us, please state "none" or "N/A"/				
PC Number		Address:	Term Expires?	Renewal Options	
You r	eprese	TH THIRD PARTY LANDLORDS ent that you lease the following store(s e from a third party landlord, please st	s) from third party landlord( ate "none" or "N/A"/	s). If you do not lease	
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:		Phone #		
Landlord Addr	ess:				
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:		Phone #		
Landlord Addr	ess:		·		
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:		Phone #		
Landlord Addr	ess:				
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:				
Landlord Addr	ess:				
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:		1		
Landlord Addr	ess:				
PC Number		Address:	Term Expires?	Renewal Options	
Landlord Nam	e:			1	
Landlord Addr	ess:				

6.5. Please st	.5. Please state the price Seller originally paid or each store to be transferred:				
PC Number	Purchase Price				
to FRAN complete	CHISOR that the information provide	pt and understanding of this Rider and hereby represent ed in this Rider this information is true, accurate and HSOR will rely on this information in evaluating the			
Seller					
By: Its:		By: Its:			
Dated:		Dated:			
By: Its: Dated:		By: Its: Dated:			
By: Its: Dated:		By: Its: Dated:			
By: Its: Dated:		By: Its: Dated:			

#### RIDER TO CONTRACT FOR SALE SECTION VII BUYER'S ADDENDUM

7.1 Buyer who requests FRANCHISOR's approval of the proposed transfer to Buyer of each of the store described in the Contract for Sale must complete and execute this Buyer's Addendum.						
Date of Contract for	Sale:					
	BUY	ER'S CONTACT INF	ORMA	TION		
Buyer's Contact Name	e:					
Buyer's Physical Addr	ress:					
Buyer's Mailing Addre	ess:					
Phone #:		Cell:		F	Fax:	
E-Mail:						
	BUY	ER'S ATTORNEY IN	FORMA	TION		
Attorney Name:						
Attorney Address:			n			
Phone #:		Fax:	E-mai			
7.2 The Contract than 8 stores attach		he proposed transfe	r of the	following s	store(s) (if	there are more
PC NUMBER	STORE ADDRESS	;		CHECK BR FOR E STOP	ACH	SATELILITE OR FULL PRODUCER (DD Only)
1.					🗌 BR	Sat 🗌 FP 🗌
2.					🗌 BR	Sat 🗌 FP 🗌
3.				DD	🗌 BR	Sat 🗌 FP 🗌
4.				DD	🗌 BR	Sat 🗌 FP 🗌
5.				DD	🗌 BR	Sat 🗌 FP 🗌
6.					🗌 BR	Sat 🗌 FP 🗌
7.					🗌 BR	Sat 🗌 FP 🗌
8.				DD	🗌 BR	Sat 🗌 FP 🗌
<b>BUYER'S ENTITY IN</b>	FORMATION					
PC#	FRANCHISE ENTI	TY NAME				
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
If Buyer(s) described						Sale or the parties

to be signatories to the franchise agreement(S), attach a Rider with specific details that explain that difference, including any appropriate documentation

LIST ALL INDIVIDUALS, MEMBERS SHAREHOLDERS OR NON INTEREST OFFICERS (Corporations) AND MANAGERS (LLCs) FOR EACH ENTITY BELOW						
Above Store	Name	Social Security #	Title(s)	No. of Shares or Interest		
1.						
1.						
1.						
1.						
2.						
2.						
2.						
2.						
3.						
3.						
3.						
3.						
4						
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6.						
6.						
6.						
7.						
7.						
7.						
7.						
8.						
8.						
8.						
8.						
B	<ul> <li>For any individual who currently is not our franchisee, each such individual must attach to this Buyer's Addendum as Exhibit 6 proof of citizenship or permanent resident status (as applicable). See Section 4.2(F) (iv) for a list of acceptable documentation.</li> </ul>					

• Total percentages owned by all persons must total one hundred percent (100%) for each store

• If Buyer(s) described above differ in any way from the parties listed on the Contract for Sale or the parties to be signatories to the franchise agreement(S), attach a Rider with specific details that

#### explain that difference, including any appropriate documentation.

7.3. A. For each individual identified above, list the PC Number(s) for each franchised store in which that individual <u>currently owns any interest</u> (insert N/A if no one currently owns any interest.

Individual:	Existing PC Number(s):

B. If any individual identified above is currently a franchisee, list the PC Number (s) for each franchised store in which the individual at any time previously owned an interest (insert "N/A" if this does not apply to anyone).

Individual:	Existing PC Number(s):

C. If any individual identified above (i) was disapproved as a prospective franchisee or as a purchaser of any of our franchised stores in the last ten (10) years, or (ii) is currently rated as unqualified to purchase or develop an additional franchise, or (iii) is currently limited to "passive partner" status at any franchise store, state below the name of each such individual, the location and/or PC number of each store for which such disapproval, disqualification or limitation applies (insert "N/A" if this does not apply to anyone).

Individual:	Applicable Subsection (e.g. (i), (ii) or (iii)

D. If any individual identified above (i) has any interest in a business that may compete with the franchise store(s) proposed to be transferred, or (ii) has ever filed for bankruptcy or (iii) been convicted of or pleaded no contest to a crime, state below the name of each individual and specify to which subsections(s) the individual's response applies (insert "N/A" if this does not apply to anyone).

Individu	Individual: Applicable		e Subsection (e.g. (i), (ii) or (iii)				
7.4.	Plance state the l	andar(c) the		NG INFORMA			
7.4.	is now available.	ender(s) ina		se the propos	seut	ransfer, if this information	
	Name of Lender:	:	Amount t	o be finance	d:	Down Payment:	
1.							
2.							
	Terms of Loan:		Inter	rest Rate:		Number of Years	:
1.							
2.							
7.5.	List the store you	will be recei	ving your p	roduct from.	(MU	IST BE COMPLETED)	
Above Store	Supplying PC #	Product S	upplying PC	C is:			
1.			isee Full Pro wnership Int			Wholly Owned Central Manufacturing Location (CML)	
2.		Franchisee Full Producer Your Ownership Interest is:				Wholly Owned Central Manufacturing Location (CML)	CML
3.		Franchisee Full Producer Your Ownership Interest is:			Wholly Owned Central Manufacturing Location (CML)	CML	
4.		Franchisee Full Producer Your Ownership Interest is:			Wholly Owned Central Manufacturing Location (CML)	CML	
5.		Franchisee Full Producer Your Ownership Interest is:			Wholly Owned Central Manufacturing Location (CML)	CML	
6.		Franchisee Full Producer Your Ownership Interest is:			Wholly Owned Central Manufacturing Location (CML)	CML	
7.			Franchisee Full Producer Your Ownership Interest is:			Wholly Owned Central Manufacturing Location (CML)	CML

8. Franchisee Full F Your Ownership		Wholly Owned Central Manufacturing Location (CML)	
7.6. Buyer acknowledges that if, after the trans disclose material information to us, we may see	fer, we determ	nine that Buyer failed to fully an Buyer's franchise agreement(s).	d truthfully
Buyer			
By: Its:	By: Its:		
Dated:	Dated:		
By:	By:		
Its:	Its:		
Dated:	Dated:		
By: Its:	By: Its:		
Dated:	Dated:		
By:	By:		
Its:	Its:		
Dated:	Dated:		
By: Its:	By: Its:		
Dated:	Dated:		

#### AGREEMENT TO TRANSFER BY THE SALE OF ASSETS

THIS AGREEMENT is made this \_\_\_\_\_, 200\_, by and between:

(hereinafter referred to as "SELLER"); and \_\_\_\_\_

(hereinafter referred to as "**BUYER**"); and Dunkin' Donuts Franchised Restaurants LLC and/or Baskin-Robbins Franchised Shops LLC, (collectively hereinafter referred to as "PREDECESSOR FRANCHISOR"), Dunkin' Donuts Franchising LLC and/or Baskin-Robbins Franchising LLC, (collectively hereinafter referred to as "FRANCHISOR"); and \_\_\_\_\_<LESSOR'S NAME>\_\_\_\_\_\_, with their principal offices in Canton, Massachusetts, (hereinafter "LESSOR").

#### RECITALS

WHEREAS, the SELLER and BUYER wish to transfer rights relating to the franchises set forth in paragraph 1.0 below;

WHEREAS, for the sake of convenience, the below-referenced franchised unit is individually hereinafter referred to as the "Unit".

WHEREAS, FRANCHISOR requires that SELLER and BUYER enter into this Agreement as part of FRANCHISOR's approval of the proposed transfer, and that SELLER release PREDECESSOR FRANCHISOR, FRANCHISOR, and all their parent and affiliated entities.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

#### AGREEMENT

#### SECTION I. TRANSFER OF FRANCHISE RIGHTS AND OBLIGATIONS.

1.0 Termination of Existing Franchise Agreement and Execution of a New Franchise Agreement:

The following Franchise Agreement(s) with the PREDECESSOR FRANCHISOR that were previously executed by or assigned to SELLER are hereby <u>terminated</u>, effective on the date of this Agreement, provided, however, that SELLER shall continue to be bound by the post-term restrictions set forth in each such Franchise Agreement, for the period set forth therein:

 
 PC#
 Date of Agreement
 Location of Unit
 Brand(s)
 Date of Expiration

Simultaneously herewith, BUYER and FRANCHISOR shall execute a new franchise agreement for each RETAIL Unit to be transferred pursuant to this Agreement (the franchise agreements are hereinafter collectively referred to as the "Franchise Agreement") on FRANCHISOR's current form, for a term equal to the remaining balance of the term of SELLER's franchise agreement, unless otherwise agreed to by a duly authorized executive FRANCHISOR in writing.

1.1 SELLER shall vacate the Premises on or before the date hereof and remove all of SELLER's personal property without damage to the Unit.

1.2 SELLER agrees to indemnify and hold harmless PREDECESSOR FRANCHISOR, FRANCHISOR, their parents, subsidiaries, operating entities and affiliates, successors and assigns, against any and all claims, liabilities or obligations arising out of or relating to SELLER's occupancy or operation of the Unit through the date of transfer. Neither

FRANCHISOR nor PREDECESSOR FRANCHISOR assume any obligations or liabilities which may have arisen during the course of SELLER's operation of the Unit.

# SECTION II. TRANSFER OF LEASE RIGHTS AND OBLIGATIONS.

2.0 SELLER hereby assigns, transfers and sets over unto BUYER the lease for the following Unit which FRANCHISOR or its operating entity or wholly owned subsidiary leases to SELLER, (hereinafter referred to as the "LEASE") as "LESSEE", for the premises thereby demised, and all right, title, and interest in or under the same, to have and to hold for the remainder of the term of said LEASE:

PC # Date of (Sub)Lease Location of Unit

**Date of Expiration** 

A copy of such LEASE, including all amendments and addenda thereto, is attached hereto and made a part hereof as Exhibit 2.0.

2.0.1 SELLER hereby covenants with BUYER that the LEASE is good and effective at law and is not surrendered, forfeited or rendered void or voidable; that this assignment is valid and effective to transfer the LEASE; that no person claiming by, through or under SELLER shall prevent BUYER from peaceably holding and enjoying the demised premises for the remainder of the term thereof without any hindrance or interruption, and SELLER shall hold harmless and indemnify BUYER from all arrearages of rent or other charges or encumbrances heretofore made or suffered by SELLER;

2.0.2 BUYER hereby covenants with SELLER to pay the rent which may hereafter become due according to the terms of the LEASE and to perform all the LESSEE's duties and obligations contained in the LEASE. If BUYER is a corporation, limited liability company or partnership, then all of the shareholders, members or partners of BUYER shall execute a personal guarantee of the payment and performance by BUYER under the LEASE, in the form attached hereto as Exhibit 2.0.2;

2.0.3 SELLER waives any right to notice of any default of BUYER and all other rights under the LEASE in the event of default by BUYER and, as a condition of FRANCHISOR's approval of this proposed transfer, SELLER hereby agrees to indemnify and save LESSOR harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs and expenses, of every nature whatsoever relating to the LEASE, or the premises demised thereunder and herein assigned, through the remainder of the current term of the LEASE; and

2.0.4 SELLER hereby agrees that through the remainder of the current term of the LEASE, LESSOR and BUYER may change, modify, or amend the LEASE in any way, including the rental to be paid thereunder, and that amendments and further assignments may be made without notice to or consent of SELLER and without in any manner releasing or relieving SELLER from liability under said LEASE and SELLER agrees to remain liable under all the terms, covenants and conditions of the LEASE as originally executed, or as amended, through the end of the current term thereof.

2.1 This assignment of the LEASE shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further, additional instruments, agreements or other documents as may be necessary to evidence or carry out the provisions of this assignment of the LEASE.

2.2 If the LESSOR leases the premises from a third party, it is understood that all references to LESSOR and LESSEE herein refer to a sublessor and a sublessee and the LEASE is a sublease.

2.3 The LESSOR hereby consents to the within assignment of the LEASE from SELLER to BUYER. Such consent shall not release SELLER from any obligations under the LEASE or alter the need for BUYER to obtain such consent in the event of any proposed future assignment of the LEASE by BUYER.

#### SECTION III. TRANSFER OF LEASE OPTION AGREEMENT RIGHTS AND OBLIGATIONS.

3.0 This section applies with respect the Unit which FRANCHISOR does not lease or sublease to SELLER, but for which FRANCHISOR, SELLER and the third-party landlord did enter into a Lease Option Agreement.

3.1 On the dates set forth below, SELLER, as tenant, executed and delivered unto ("Landlord", a lease of the premises of the Unit more particularly described in said lease(s). In addition, on the dates set forth below, the Landlord, SELLER and

FRANCHISOR executed and delivered unto one another a LEASE OPTION AGREEMENT (a copy of which is attached hereto as Exhibit 3.0) granting FRANCHISOR certain rights with regard to the tenancy under the lease. SELLER, in consideration of the covenants herein contained, does hereby assign, transfer, and set over unto BUYER the LEASE OPTION AGREEMENT and all right, title and interest in or under the same; and BUYER hereby covenants with SELLER and FRANCHISOR to well and truly perform all the covenants and stipulations in said LEASE OPTION AGREEMENT contained, which are to be performed on the part of SELLER, as "Lessee".

PC#	Date of Lease	Landlord	Location of Unit	Date of Lease Option
				Agreement

3.2 SELLER hereby covenants with FRANCHISOR and BUYER that the LEASE OPTION AGREEMENT is good and effectual at law and relates to the current lease between Landlord and SELLER, and is in nowise surrendered, forfeited or rendered void or voidable, and that this Agreement is valid and effectual to transfer the same; and

3.3 SELLER represents and warrants to FRANCHISOR and BUYER that SELLER has obtained all consents by the Landlord which may be required for BUYER to transfer to BUYER the LEASE OPTION AGREEMENT and the lease of the premises of each such Unit.

#### SECTION IV. CONDITIONAL OPTION TO RE-ENTER.

4.0 SELLER is providing purchase money financing to BUYER and has requested the right, for and during the original, unextended term of SELLER's purchase money financing agreement, to re-enter the Unit upon default by BUYER under the purchase money agreement with SELLER. FRANCHISOR grants SELLER a conditional option to re-enter and operate the Unit upon default by BUYER under the purchase money financing agreement, for and during the lesser of (i) the original term of the purchase money financing agreement or (ii) the current remaining balance of the franchise term of set forth in each Franchise Agreement to be purchased by BUYER pursuant to the purchase money agreement with SELLER. Such option is exercisable only by compliance with this Agreement. Re-entry must occur no later than thirty (30) days after SELLER gives written notice to FRANCHISOR of BUYER's default, unless FRANCHISOR in writing permits additional time. The foregoing option is granted upon the following preconditions and re-entry shall not occur unless each of the following conditions shall have been satisfied in full by SELLER:

4.0.1 With respect to all Unit that SELLER is selling to BUYER pursuant to the purchase money agreement with SELLER, SELLER shall cure all monetary and non-monetary defaults of BUYER under all agreements with FRANCHISOR, including, without limitation, each Franchise Agreement and (if applicable) LEASE, without set-off or offset of any kind or nature, including, but not limited to, franchise fees, advertising fees, rent, tax escrow, percentage rent, collection fees, legal fees, interest, promissory note payments, equipment agreement payments and any and all other sums whatsoever owed to FRANCHISOR and/or LESSOR;

4.0.2 SELLER shall cure all deficiencies and violations, including, without limitation, standards, maintenance and contractual violations, at the Unit, no later than the date of re-entry. However, if any violation by its nature cannot be cured prior to re-entry, SELLER shall be deemed to have complied with this condition if SELLER pays into escrow with FRANCHISOR funds sufficient, in FRANCHISOR 's judgment, to cure the violations within a period of time and in a manner satisfactory to FRANCHISOR;

4.0.3 SELLER shall be solely responsible to lawfully obtain from BUYER all right and title to and possession of the Unit premises and all personal property situated therein. FRANCHISOR shall have a concurrent right, but not an obligation, to obtain such possession. SELLER shall reimburse FRANCHISOR for all costs and expenses (including reasonable attorneys fees) incurred in obtaining possession of the premises or personal property for SELLER.

4.0.4 SELLER shall satisfy all then-current conditions and requirements for qualification (for all applicable brands) a franchisee at each Unit, including, without limitation, satisfactory performance with respect to all franchisee qualification assessments, compliance with then-current staffing and training requirements, and satisfactory completion of all applicable brand training programs prior to and as a condition of, re-entry;

4.0.5 SELLER shall execute a new franchise agreement in the form current at the time of re-entry, and an assumption of the lessee's rights and obligations under the LEASE (if applicable), both for a term described in paragraph 4.2 below;

4.0.6 SELLER shall assume any and all debts and obligations of BUYER, incurred in connection with any and all agreements with FRANCHISOR, its operating companies, affiliates or subsidiary entities, or any third party to whom FRANCHISOR has guaranteed any financing or any other obligations of BUYER (if any), including, without limitation, the Franchise Agreement and (if applicable) LEASE;

4.1 FRANCHISOR has the right, but not the obligation, to cure any defaults of BUYER under its purchase money financing agreement(s) with SELLER (hereinafter the "Financing") and assume BUYER's obligations under the Financing, upon the original terms and conditions of said Financing, without acceleration of obligations, penalties, interest or additional obligations of any kind. In connection with such cure, FRANCHISOR may, at its sole option, pay off the full outstanding unpaid principal balance of the Financing, in which event, SELLER will assign to FRANCHISOR all of its right, title and interest in the Financing. If FRANCHISOR cures such defaults and/or assumes the rights of SELLER or the obligations of BUYER under the Financing, the conditional option to re-enter granted to SELLER hereunder shall automatically and immediately extinguish and be of no further force and effect. FRANCHISOR shall have the right to recover from BUYER all principal, interest, costs of collection, attorneys fees and other reasonable sums that FRANCHISOR pays to cure BUYER's default(s) under the Financing.

4.2 If SELLER shall timely perform all of the preceding terms and conditions, and if FRANCHISOR does not elect to exercise the rights granted to it in **paragraph 4.1** above, SELLER shall have the right to re-enter the unit:

# [SELECT WHICHEVER OF THE TWO OPTIONS IS APPROPRIATE UNDER THE CIRCUMSTANCES]]

and to operate the Unit for the balance of the term of SELLER's Franchise Agreement(s).

and to operate the Unit for the term commencing with the date of re-entry and ending \_\_\_\_\_\_ ( ) days following the date of re-entry. SELLER's re-entry shall be for the sole purpose of enabling SELLER to resell the Unit to a new BUYER approved by FRANCHISOR. If SELLER re-enters the Unit and fails to conclude a transfer of all such Unit within such period, SELLER's rights under each re-entry franchise agreement and (if applicable) LEASE shall automatically and immediately terminate without notice or demand by FRANCHISOR, and following expiration of such period SELLER shall promptly vacate the premises, remove SELLER's personal property therefrom, and peaceably surrender possession of the premises to FRANCHISOR.

and to operate the Unit for the term commencing with the date of re-entry and ending \_\_\_\_\_\_ ( ) days following the date of re-entry for the sole purpose of reselling the business to a new buyer approved by FRANCHISOR, but seller shall have no right to operate, or to permit others to operate, the unit. If SELLER re-enters the Unit and fails to conclude a transfer of all such Unit within such period, SELLER's rights under each re-entry franchise agreement and (if applicable) LEASE shall automatically and immediately terminate without notice or demand by FRANCHISOR, and following expiration of such period SELLER shall promptly vacate the premises, remove SELLER's personal property therefrom, and peaceably surrender possession of the premises to FRANCHISOR.

4.3 Nothing herein shall create an obligation of FRANCHISOR to provide notice to SELLER of the status or performance of BUYER under BUYER's various agreements with FRANCHISOR. Nothing herein shall obligate FRANCHISOR to terminate BUYER's rights under any of BUYER's various agreements with FRANCHISOR or to take any action to limit SELLER's obligations hereunder. Nothing herein shall prevent or limit FRANCHISOR and BUYER from amending the Franchise Agreement(s) and/or (if applicable) the LEASE or from entering into such other agreements regarding any Unit referenced herein as FRANCHISOR and BUYER may desire.

4.4 SELLER hereby agrees that any security interest, lien, claim or right now or hereafter asserted by SELLER, or the cash or non-cash proceeds thereof, shall be subject, junior and subordinate to any security interest, lien, claim or right with respect to the Unit, including but not limited to, all real and personal property and the proceeds thereof, now or hereafter asserted by FRANCHISOR, LESSOR, any third party to whom FRANCHISOR has guaranteed all or a portion of the obligations of BUYER (if any), or their respective successors or assigns.

4.5 This conditional option to re-enter and all rights granted hereunder to SELLER shall extinguish and be of no further force and effect upon the earlier of the expiration of the current Franchise Agreement(s) or BUYER's payment in full to SELLER under the purchase money financing agreement with BUYER.

#### SECTION V. MISCELLANEOUS PROVISIONS.

5.0 <u>FRANCHISE DISCLOSURE</u>. BUYER (each of them) represents and warrants to FRANCHISOR (a) that BUYER (each of them) received FRANCHISOR'S Franchise Disclosure Document at the first personal meeting with FRANCHISOR for the purpose of discussing a purchase of the Unit from SELLER, (b) that such receipt of the FDD was at least fourteen (14) calendar days (or such longer period as is required by state law) prior to the date hereof and (c) that BUYER received from FRANCHISOR all documents for execution by BUYER and FRANCHISOR at least seven (7) calendar days (or such longer period as is required by state law) prior to the date hereof.

5.1 <u>NOTICE</u>. All notices hereunder shall be made in writing, by certified mail, to the address set forth below or to such address as any party may notify the others pursuant hereto. Notices to FRANCHISOR shall be mailed to PO Box 9141, Canton, MA 02021, Attention: Vice President-Operations. Notices to BUYER shall be mailed to the Unit. Notices to SELLER shall be mailed to:

5.2 <u>CONSTRUCTION OF THIS AGREEMENT</u>. This Agreement shall be governed and construed by the laws of the Commonwealth of Massachusetts. 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. No waiver at any time of any of the provisions hereof by any party shall be construed as a waiver of any other provision hereunder or as a waiver at any subsequent time of the same provision. 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.

#### 5.3 [INTENTIONALLY LEFT BLANK]

5.4 <u>ASSIGNMENT OF CONTRACT RENEWAL OFFER(S)</u>. FRANCHISOR confirms to SELLER and BUYER that FRANCHISOR and, if applicable, its operating companies, subsidiaries or affiliates, have extended to SELLER certain renewal rights under the Franchise Agreement(s) and LEASE(s), if any, contained in the contracts attached hereto as:

PC#

Type of Renewal Offer

Date of Renewal Offer

Exhibit 5.4. Franchise Renewal Offer To Dunkin' Donuts Franchise Owner (1982 Renewal Offer).

Exhibit 5.4.1 Enterprise Business Offering Renewal Offer ("EBO")

FRANCHISOR hereby consents to the assignment of such Contract Renewal Offer(s) to BUYER, upon transfer of the Unit in accordance with FRANCHISOR's customary procedures, documentation and other requirements.

5.5 <u>CERTIFICATION OF CORPORATE RESOLUTION</u>. The undersigned officers hereby certify that they are the duly elected and acting officers of the undersigned BUYER corporation, and that the following is a true and correct copy of the resolutions adopted by the Board of Directors of said corporation at a meeting duly called and held, at which meeting a quorum was present and acting throughout and that such resolutions have not been rescinded or modified and are now in full force and effect:

"RESOLVED, that this corporation enter into agreements with FRANCHISOR or its operating companies, affiliates or subsidiaries, as are necessary and proper to acquire an interest in the Unit set forth in paragraph 1 and paragraph 2 of this Agreement.

"FURTHER RESOLVED, that any one of the officers of the corporation is authorized and directed to execute said agreement(s) on behalf of this corporation, and to approve any modifications, extensions, amendments or terminations of said agreement(s) as any said officer may deem to be in the best interests of the corporation, notwithstanding the fact that such documents as amended, modified, terminated or extended may differ from those presented at this meeting."

We further certify that there is no provision in the charter or By-Laws of the BUYER corporation which limit the power of the Board of Directors to adopt the foregoing resolutions, and that the same are in conformity with the provisions of said charter and By-Laws.

We further certify that BUYER is a corporation duly organized under the laws of the state referenced below, and its Charter or Articles of Incorporation or similar documents provides that its activities are confined exclusively to operating one or more **BASKIN-ROBBINS and/or DUNKIN' DONUTS UNIT** licensed under franchises from **Baskin-Robbins Franchising** LLC and/or **Dunkin' Donuts Franchising** LLC, Delaware limited liability companies, both having their principal place of business in Canton, Massachusetts and BUYER has the below number of issued and outstanding shares of its capital stock and the number of shares held by each shareholder is as follows:

PC#	Name of Corporation	State of Organiza	tion	Number of Issued and outstanding shares
PC#	Shareholder	Shareholder Title	Director yes or no	Signature of Director
Р	C#	Federal Tax	xpayer I.D. #:	

We further certify that each stock certificate of the BUYER's corporation has conspicuously endorsed thereon the following statement:

"The shares represented by this certificate are held subject to all restrictions imposed on transfers by a certain franchise agreement between the corporation and **Baskin-Robbins Franchising LLC and/or Dunkin' Donuts Franchising LLC**"

The following are the names and official signatures of the present officers of the BUYER corporation and We further certify that the Directors of the corporation are as follows :

5.5 <u>CERTIFICATE OF AUTHORITY AND INCUMBENCY BY MEMBERS OF A LIMITED LIABILITY</u> <u>COMPANY</u>. The undersigned hereby certify that we are all of the members of the BUYER, a Limited Liability Company ("LLC") duly organized under the laws of the state referenced below; and its Operating Agreement or similar documents provides that its activities are confined exclusively to operating one or more BASKIN-ROBBINS and/or DUNKIN' DONUTS UNIT(S) licensed under franchises from Baskin-Robbins Franchising LLC and/or Dunkin' Donuts Franchising LLC, both Delaware limited liability companies, both having their principal place of business in Canton, Massachusetts and

#### <u>either</u>

that any one of the members is authorized to execute, on behalf of the LLC, any agreement(s) with FRANCHISOR, its affiliates or subsidiaries as are necessary and proper to have an interest in the Unit. We further certify that any one of the members of the LLC is authorized to make modifications, extensions, amendments or termination of said agreement(s) as the member may at any time deem to be in the best interest of the LLC and that there is no provision of the LLC's Articles of Organization which limits the power of any one member to bind the LLC to contracts with FRANCHISOR.

#### <u>or</u>

that only one of the members ("the Manager") is authorized to execute, on behalf of the LLC, any agreement(s) with FRANCHISOR, its affiliates or subsidiaries as are necessary and proper to have an interest in the unit. We further certify that only the Manager is authorized to make modifications, extensions, amendments or termination of said agreement(s) as the Manager may at any time deem to be in the best interest of the LLC and that there is no provision of the LLC's Articles of Organization which limits the power of the Manager to bind the LLC to contracts with FRANCHISOR. The name and signature of the present Manager of the BUYER LLC is as follows and FRANCHISOR may rely upon this authorization to deal with the undersigned Manager until all of the members advise FRANCHISOR in writing of a successor Manager.

#### {Delete or add rows as applicable}

Name of LLC	Print Name of Manager:	Signature of Manager:
fy that the member(s) o	owns the following percentage interest	in the BUYER:
Member	Percentage of Inte (Total must equal 1	
	°/0	
	%	
	⁰∕₀	
	⁰∕₀	
	fy that the member(s) c	fy that the member(s) owns the following percentage interest Member Percentage of Int (Total must equal 1 % %

PC#

Federal Taxpayer I.D. #:

and we acknowledge that any transfer of an interest in the LLC is subject to all restrictions imposed on transfers by FRANCHISOR's franchise agreement.

#### SECTION VI. GENERAL RELEASE BY SELLER.

6.0 SELLER (and each partner or shareholder thereof), for and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise and forever discharge PREDECESSOR FRANCHISOR, Baskin-Robbins Franchising LLCand/or Dunkin' Donuts Franchising LLC their predecessors, successors and

assigns, and any parent, subsidiaries and affiliated entities, and their respective officers, directors, managers, members, agents, employees and representatives, past and present, of any and all of such entities of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them, which SELLER or any one of them or their predecessors in interest, if any, every had, now have, or which they, their heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of execution hereof.

6.1 Without limiting the generality of the foregoing, but by way of example only, the foregoing release shall apply to any and all state or federal antitrust claims or causes of action; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims or causes of action; claims or causes of action based on misrepresentation or fraud; breach of fiduciary duty; unfair trade practices (state or federal); and all other claims and causes of action whatsoever.

6.2 SELLER (and each of them) further agrees for themselves and for their successors and assigns, to indemnify and hold harmless forever, FRANCHISOR, Baskin-Robbins Franchising LLC and/or Dunkin' Donuts Franchising LLC, their predecessors, successors and assigns, and any parent, subsidiary and affiliated entities, and their respective officers, directors, managers, members, agents, employees and representatives, past and present, against any and all claims or actions which hereafter may be brought or instituted against any or all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from SELLER, or any of them, and arising out of or incidental to the matters to which this release applies.

6.3 Any individual who signs this release in a representative capacity for SELLER hereby represents and warrants that he or she is duly authorized by action of the Board of Directors of SELLER corporation or Operating Agreement of SELLER limited liability company to execute this release on its behalf.

#### SECTION VII. REPRESENTATIONS AND WARRANTIES BY BUYER.

7.0 The prospect for success of the business venture undertaken by BUYER by virtue of the Franchise Agreement(s) is speculative and depends to a material extent upon BUYER's capability as an independent franchisee, as well as other factors. FRANCHISOR makes no representations or warranties as to the potential success of the business venture undertaken by BUYER hereby. BUYER represents and warrants that it has entered into this Agreement after making independent investigations of SELLER's business, and not in reliance upon any representation by FRANCHISOR as to sales or profits which BUYER might be expected to realize. BUYER further represents and warrants that FRANCHISOR and its representatives, employees or agents have made no representations to induce BUYER to acquire this franchise and execute this Agreement which are not expressly set forth herein.

# IN WITNESS WHEREOF, THE SAID PARTIES HERETO HAVE HEREUNDER SET THEIR HANDS AND SEALS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:		SELLER Franchisee party Name>[CORPORATION NAME]
	By: , Secretary	<exector attestor="">, President</exector>
Print Name:	witness	, individually
Print Name:	witness	, individually

Print Nomo:	witness	, individually
Print Name:		
		BUYER
ATTEST:		<buyer's name="" party="">]</buyer's>
	, Secretary	By: <exector attestor="">, President</exector>
Print Name:	witness	, individually
Print Name:	witness	, individually
Print Name:	witness	, individually
Print Name:	witness	, individually
		<u>FRANCHISOR</u> LESSOR
		DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC BASKIN-ROBBINS FRANCHISED SHOPS LLC DUNKIN' DONUTS FRANCHISING LLC BASKIN-ROBBINS FRANCHISING LLC DB REAL ESTATE ASSETS (I or II) LLC
		Ву:

THIS AGREEMENT IS NOT BINDING ON FRANCHISOR UNTIL EXECUTED BY ITS AUTHORIZED REPRESENTATIVES

#### PERSONAL GUARANTEE BY SHAREHOLDERS OF A CORPORATION

We, the undersigned, represent and warrant that we constitute

one hundred (100%) percent of the original issue of capital stock of each corporation referenced below organized under the laws of each state referenced below waiving demand and notice, hereby, jointly and severally, unconditionally guarantee the full payment and performance of all of the corporation's duties and obligations under the LEASE and personally agree that said LEASE shall be binding on each of us personally, as if each of us were the LESSEE.

The undersigned, jointly and severally, agree that the LESSOR may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment or performance of any of the corporation's obligations under the LEASE; (b) modify, with the consent of the corporation, its money or other obligations hereunder; or (c) settle, waive or compromise any claim of LESSOR against the LESSEE or any of the undersigned, all without in any way affecting the personal guarantee of the undersigned.

PC#	Name of Corpor	ation	State of Organization

<all Stakeholders>

Print Name:	witness	, individually
Print Name:	witness	, individually
Print Name:	witness	, individually
Print Name:	witness	, individually

# PERSONAL GUARANTEE BY MEMBERS OF A LIMITED LIABILITY COMPANY

We, the undersigned, being one hundred percent (100%) of the members of the Limited Liability Company ("LLC") referenced below organized under the laws of the below referenced State waiving waiving demand and notice, hereby, jointly and severally, unconditionally guarantee the full payment and performance of the corporation's duties and obligations under the LEASE and personally agree that said LEASE shall be binding on each of us personally, as if each of us were the LESSEE.

The undersigned, jointly and severally, agree that the LESSOR may, without notice to or consent of the undersigned, (a) extend, in whole or in part, the time for payment or performance the corporation's obligations under the LEASE; (b) modify, with the consent of the corporation, its money or other obligations hereunder; or (c) settle, waive or compromise any claim of LESSOR against the LESSEE or any of the undersigned, all without in any way affecting the personal guarantee of the undersigned.

PC#	Name of Limited Liability Company	State of Organization
	<all stakeholders=""></all>	
Print Name:	witness	, individually
	witness	, individually
	witness	, individually
Print Name:	witness	, individually

Participant PC# (if known): \_\_\_\_\_\_ Store Address (if known): \_\_\_\_\_\_

### PARTICIPANT AGREEMENT

The undersigned individual ("Participant") may attend the training program at Dunkin' Donuts Franchising LLC, and/or Baskin-Robbins Franchising LLC (individually and or collectively referred to as "Franchisor") training facilities and may attend the training and/or mentoring program at independently owned and operated franchised locations including co-operative manufacturing locations (Host Franchisees) and agrees to the following:

1. Participant acknowledges that s/he may receive confidential information, including, but not limited to Franchisor's manuals and other materials. In order to protect the trade secrets, proprietary and confidential information, reputation and goodwill of Franchisor, Participant hereby agrees that s/he shall at all times treat all training classes/mentoring programs, seminars, meetings, manuals, materials, and any materials created for or approved for use in the operation of Franchisor's businesses, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such materials and information as secret and confidential. Participant also agrees that s/he shall not at any time, without Franchisor's prior written consent, copy, duplicate, record, or otherwise reproduce any materials or manuals supplied by Franchisor, in whole or in part, nor otherwise make the same available to any unauthorized person or disclose any such information to any unauthorized person. All manuals and materials at all times shall remain the sole property of Franchisor. Franchisor may from time to time revise the contents of any manuals and materials, and Participant expressly agrees to comply with each new or changed standard. Participant shall at all times ensure that their copy of any manuals and materials are kept current and up-to-date, and, in the event of any dispute as to the contents of any manuals and materials, the terms of the master copy maintained by Franchisor at its headquarters shall be controlling. The Participant acknowledges that affiliates and subsidiaries of the Franchisor to which the confidential information disclosed by the Franchisor relates is a third party beneficiary to this Agreement and has the right to enforce this Agreement.

2. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Participant does hereby waive, release, remise and forever discharge Franchisor, its predecessors, successors and assigns, parent, subsidiaries and affiliated entities, and their respective managers, members, officers, directors, agents, employees and representatives, past and present, of any and all of such entities, of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them which the Participant or their predecessors in interest ever had, now have, or which they, their heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world through the date that the Participant's training and/or mentoring program is completed.

Without limiting the generality of the foregoing, but by way of example only, this waiver and release shall apply to all matters related to the Participant's attendance at the Franchisor training program(s) and/or mentoring program. The Participant acknowledges that s/he has been advised by Franchisor that daily training activities may be demanding and require good physical health; that the nature of the training may impose special hazards to pregnant women; and that in the ordinary course of training the Participant may be exposed to strenuous physical activity, including without limitation, heavy lifting, rotating schedules, overtime hours, exposure to and inhalation of chemicals, and walking on wet or slippery floors. The Participant acknowledges that s/he has have been informed that the strenuous and physically demanding nature of some portions of the training impose a risk of extreme and excessive physical demands on trainees who are not in good physical health and/or condition or who are pregnant including without limitation, persons with a history of back problems, leg problems, heart or other circulatory conditions or pulmonary (lung) problems. Due to the arduous and physically demanding nature of the training, the Participant has been advised to consult with his/her physicians before engaging in the training program and/or mentoring program. The Participant acknowledges that s/he has disclosed to Franchisor's Training Staff if s/he is pregnant or experiencing any health problems of a permanent or temporary nature which may affect participation in the training program and/or mentoring program, and, if temporary, have been offered the option of attending training/mentoring on alternative dates. The Participant acknowledges the possibility that the Participant may not fully know the number or magnitude of all the released claims, but nevertheless intends to assume the risk of attending and/or participating in the training and/or mentoring program and is releasing those unknown claims. The Participant acknowledges that the Participant's attendance at Franchisor's training program and/or mentoring program is contingent upon the Participant's execution of this Agreement.

The Participant further agrees that if s/he does not successfully complete Franchisor's training requirements, including initial brand training, the Participant will not be granted a franchise regardless of whether the Participant was previously approved to be a franchisee and that this Agreement shall apply to such denial of a franchise.

The Participant further agrees for themselves and for their successors and assigns, to indemnify and hold harmless forever, Franchisor, its predecessors, successors, and assigns, subsidiary and affiliated entities, and their respective managers, members, officers, directors, agents, employees and representatives, past and present, against any and all claims or actions which hereafter may be brought or instituted against any and all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the Participant, or any of them, or any designee or employee of theirs who may attend the training and/or mentoring program, and/or arising out of or incidental to the matters to which this release applies.

With respect to the matters hereinabove released, the Participant knowingly waives all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:

"1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

3. Participant will indemnify, protect, defend and hold harmless Host Franchisees whose locations are being used in Participant's training and/or mentoring from and against any and all liabilities, claims, demands, damages, suits, costs, attorney's fees, settlement costs and judgments which result solely from the negligent acts or willful misconduct of Participant.

4. Participant agrees that if s/he is injured while attending training and/or mentoring program in a Host Franchisee's location, then s/he will not make claim against Host Franchisee or his/her insurance policy.

5. In addition to all other confidentiality agreements between Franchisor and the Participant, the Participant also agrees that s/he will not divulge any confidential information that relates to Host Franchisees' businesses, which s/he may obtain while in training/mentoring at Host Franchisees' locations.

6. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Participant does hereby agree that s/he will not seek to employ any person who is at that time employed by Host Franchisees, or otherwise directly or indirectly induce such person to leave such employment while Participant is in the training and/or mentoring program at Host Franchisees' location and continuing for two (2) years following execution of this Agreement.

PARTICIPANT:
--------------

	_ By:
Print Name:	Print Name: Address:

Date: \_\_\_\_\_.

WITNESS

P/C \_\_\_\_\_

# CONTRACT FOR SALE

Dunkin' Donuts Franchising LLC Baskin-Robbins Franchising LLC
Address: 130 Royall Street, Canton, MA 02021
Address:

# **(FOR MULTIPLE UNITS INCLUDE PC#'S and LIST SEPARATELY)**

Location of the business(es):

PC#\_\_\_\_\_ Address:\_\_\_\_\_

Transferor will develop and equip the Premises as a **Dunkin' Donuts/Baskin-Robbins full producing/satellite shop** in accordance with Transferor's then current standards and specifications. Equipment shall include, but not be limited to, Transferor's approved electronic information system and all furnishings and **signage**, menu boards, drive thru system and interior, including delivery and installation in Transferor's then current plans and specifications. Equipment shall exclude any security system. Should you choose to install a security system, you shall bear the entire cost of the system. Installation of any security system shall be coordinated with Transferor's Construction Manager assigned to the project. You acknowledge that all of the leasehold improvements and exterior signage will be the property of Transferor and not yours.

Terms:

(a) Franchise Agreement (newly issued):

 PC#\_\_\_\_\_
 Term/Expiration Date:\_\_\_\_\_
 (Attach copy as Exhibit A.)

(b) Sublease Agreement (newly issued):

 PC#\_\_\_\_\_
 Term/Expiration Date:\_\_\_\_\_
 (Attach copy as Exhibit B.)

(c) Equipment and Signs (if applicable) (see Exhibit C.)

(d) Store Development Agreement (see Exhibit D.)

3.

PURCHASE PRICE.	\$
Franchised Business	\$
SDA	\$
IFF	\$
Total	\$

\*Add additional line items as necessary (e.g. - Reimbursement of Development costs – attach list as Exhibit E)

By executing this Contract for Sale, you certify to us that no more than ninety percent (90)% of the initial investment in the building, site and additional development, equipment, fixtures and signs for the Store has been financed ("Permitted Financing").

4. TERMS OF PAYMENT - All payments must be made in certified check, wire transfer or attorney/title escrow accounts.

Deposit: due upon execution of this Agreement;

\$ \_\_\_\_\_

Installment #1: due upon the earlier of (i) **{DATE}** or (ii) beginning construction, if applicable

\$ \_\_\_\_\_

\$

\$\_\_\_\_\_

Installment #2: due upon the earlier of (i) {DATE} or (ii) ordering of signs and equipment, if applicable

Balance Due at Closing:

## 5. CLOSING:

Closing will take place on the earlier of (i) **{DATE}** or (ii) fourteen (14) days prior to the scheduled date of issuance of a Certificate of Occupancy for the premises (if a new store) or . The place of closing shall be at **TIME IS OF THE ESSENCE.** 

Transferor may, at its option, defer the closing date until development of the Premises has been completed.

In no event shall the Shop open for business prior to the closing of the sale, however, the Shop must open to the public no later than twenty-one (21) days after issuance of a Certificate of Occupancy or a Temporary Certificate of Occupancy.

6. REPRESENTATIONS OF SALES OR PROFITS: Transferee acknowledges and agrees that no representations of any kind of sales or profits that can be expected from the franchised business have been made by Transferor or any of Transferor's representatives in connection with this transaction. Transferee further acknowledges that as part of the Franchise Agreement to be executed at closing the Transferor will require the signing of a Certification of any such representations made, if any, as a condition of closing on this transaction.

## GENERAL TERMS

<u>Financing.</u> If you are financing a portion of the purchase price, you must provide to Transferor a letter of commitment from your lender no later than thirty (30) days after you sign this Agreement. **TIME IS OF THE ESSENCE.** Transferor is making financial and/or other commitments in reliance upon you meeting your obligations in a timely manner. If you do not meet this obligation, Transferor may terminate this Agreement, upon notice to you, and retain any deposits or other payments you have made under this Agreement.

<u>Adjustments.</u> At the closing, the following adjustments shall be made: rents, insurance premiums, taxes, betterments, electricity, gas, fuel, water, if applicable. Within thirty (30) days of closing, Transferee shall ensure that all utility accounts have been transferred into Transferee's name and will establish new deposit(s) if required by the utility company. In the event that Transferee receives funds from the utility company that were paid by Transferer, Transferee shall reimburse Transferor the amount received.

### (alternative provisions, strike inapplicable)

<u>Liquidated Damages.</u> Any material default hereunder on the part of the Transferee shall entitle the Transferor to terminate this Agreement and, at its option, retain the Deposit as liquidated damages for breach of this contract, said amount being hereby agreed upon by reason of the difficulty in reducing the exact damages actually sustained to a mathematical certainty.

# **OR** - *if signing a lease and/or constructing a building replace the above with:*

In reliance upon Transferee's promises in this Agreement, Transferor will make substantial financial and other commitments to purchase and/or lease the Premises and in undertaking development of the Premises for delivery to Transferee. The parties acknowledge that these commitments far exceed the forfeitable deposits of Transferee and the deposits will not compensate Transferor for any default by Transferee under this Agreement. Consequently, Transferee agrees that if Transferee fails to perform or repudiates this Agreement for any reason, Transferee will compensate Transferor in an amount equal to Transferor's out-of-pocket investment in or liability to third parties in connection with acquisition and/or development of the Premises. This figure does not include consequential or incidental damages to which Transferor retains full rights in the event of Transferee's breach.

<u>Taxes.</u> Transferee will be responsible for payment of all applicable taxes, if any, imposed by any taxing authority in connection with the sale of the franchised business(es), including any equipment and signs or inventory, with the exception of taxes related to Transferor's income.

<u>Bulk Transfer</u>. Transferor represents that this transaction is not a bulk transfer within the meaning of the Uniform Commercial Code.

<u>Entire Agreement.</u> This Agreement, and the documents referred to herein, shall be the entire, full and complete agreement between Transferor and Transferee concerning the subject matter hereof, and supersedes all prior agreements. No other representation has induced Transferee to execute this Agreement. There have been no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. This Agreement may not be modified except by a written instrument signed by both parties.

<u>Applicable Law.</u> This Agreement shall be interpreted, construed and governed by the laws of the Commonwealth of Massachusetts.

<u>Notices.</u> All notices under this Agreement shall be personally delivered, or sent by telecopier, or prepaid private courier, or certified mail to the Transferee at the address below or to the Transferor in care of the General Counsel, Dunkin' Brands, Inc., 130 Royall Street, Canton, Massachusetts 02021.

<u>Captions.</u> The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent of any provision thereof.

<u>Successors and Assigns.</u> The terms, warranties and agreements herein contained shall bind and inure to the benefit of the respective parties hereto, and their respective legal representatives, successors and assigns.

<u>Gender and Number</u>. The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

<u>Conditions of Closing.</u> The terms of this Agreement are subject to the approval of the Transferor's Finance Committee. In the event this Agreement is not approved by Transferor's Finance Committee, then this Agreement shall, at the option of the Transferor, be null and void, and Transferee shall be entitled to the return of any deposit, which shall be Transferee's sole remedy at law or in equity. The Transferee must be in compliance with all agreements with Transferor and be qualified to expand within the Transferor's system at the time of Closing. If prior to Closing, the Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferee is no longer in compliance with all agreements with Transferer or is no longer approved for expansion, then this Agreement shall, at the option of the Transferor, be null and void, and Transferor shall retain any deposit paid hereunder as liquidated damages.

Please be advised that if this Contract for Sale is not executed and returned to Transferor on or before **{DATE}**, with a certified check in the deposit amount referenced above, then Transferor's offer automatically and immediately shall become null and void and Transferor will offer the agreement to another franchise prospect.

Please be advised that you cannot execute this Agreement, sign any Franchise or other agreement or provide any money to Franchisor until at least fourteen (14) calendar days (or such longer period as is required by state law) after the date you receive the current Franchise Disclosure Document ("FDD"), and at least seven (7) calendar days (or such longer period as is required by state law) after you receive this Agreement.

Transferee acknowledges receiving the FDD from Transferor not less than fourteen (14) calendar days (or such longer period as is required by state law) prior to making any payments or signing any agreements under this Contract for Sale.

IN WITNESS WHEREOF, the Parties have respectively signed and sealed these presents the day and year first above written.

TRANSFEREE

(CORPORATION, if any)

President

Individually

TRANSFEROR

BASKIN-ROBBINS FRANCHISING LLC DUNKIN' DONUTS FRANCHISING LLC

By:\_\_\_\_\_

Assistant Secretary

ATTEST/WITNESS:

### EXHIBIT A

**KEY FINANCIAL TERMS:** 

## CONTINUING FRANCHISE FEE: 5.9% WEEKLY ADVERTISING FEE: 5.0% REMODEL: AFTER 10-YEARS REFURBISHMENT: AFTER 5 & 15-YEARS

Please refer to the agreements listed as exhibits in the FDD for a better understanding of terms and conditions.

### EXHIBIT B.

### IF ENTERING INTO A NEW SUBLEASE

### LEASE OF DUNKIN' DONUTS/BASKIN-ROBBINS SHOP 12/04

Please refer to the sublease which is an exhibit to the FDD for a better understanding of terms and conditions.

This lease is a "triple net lease" which means that all taxes, common area maintenance and other operating costs and charges, other than rent, will be passed through, dollar for dollar, to you under your lease and must be paid by you in addition to your rent. Base Rent will be payable in monthly installments. The lease will also be subject to all of the terms and conditions of any underlying lease between Transferor and the property owner of the Premises.

*Term*: Twenty (20) years

FROM –	BASE RENT*		
THROUGH			
Month 1	<pre>\$ per year (\$ per month) vs. 10% of the</pre>		
through Month	combined Dunkin'/Baskin gross sales at the premises,		
60	whichever is greater.		
Month 61	<pre>\$ per year (\$ per month) vs. 10% of the</pre>		
through Month	combined Dunkin'/Baskin gross sales at the premises,		
120	whichever is greater.		
Month 121	<pre>\$ per year (\$ per month) vs. 10% of the</pre>		
through Month	combined Dunkin'/Baskin gross sales at the premises,		
180	whichever is greater.		
Month 181	<pre>\$ per year (\$ per month) vs. 10% of the</pre>		
through Month	combined Dunkin'/Baskin gross sales at the premises,		
240	whichever is greater.		

**RENT:** 

Rent does not include real estate taxes, common area charges or insurance.

Percentage Rent. Rent is calculated on the Base rent or 10% of sales, whichever is greater and paid monthly. (Both retail and wholesale dollars will be used in the calculation).

Rent Commencement. Rent will commence on the earlier of (i) the first day the Unit is open for business or (ii) five (5) days after delivery of possession. or 14 days of CO open

# Revised 05/06 **Real Estate Tax:**

Transferee will be responsible for payment of all real estate taxes. Transferee will be required to pay a monthly real estate tax escrow. At this time, the real estate tax escrow payment has not yet been determined. Or actual if existing store and on Lease

# **Common Area Maintenance and other charges:**

This lease is a "triple net lease" which means that all taxes, common area maintenance and other operating costs and charges, other than rent, will be passed through, dollar for dollar, to you under your lease and must be paid by you in addition to your rent. At this time, the annual amount for common area charges due under the Prime Lease for the Premises has not yet been determined.

# Additional Rent: [ If applicable]

You will be required to pay all insurance charges, merchant's association charges, and other costs which are payable as additional rent under the underlying lease for the Premises, if any.

# [USE EITHER VERSION OR A MODIFIED VERSION TO INCLUDE RECOVERY OF DEVELOPMENT COST]

The Base Rent herein set forth was determined based in part upon an estimate that after substantial completion of the construction of the Shop and other improvements Premises, Landlord's Total Cost on the shall equal Dollars (\$ ). Upon determination, the Landlord shall promptly notify the Tenant of its actual Total Cost and if such actual Total Cost varies from the estimate set forth above, the Annual Base Rent shall be appropriately increased or decreased by an amount equal to percent (\_\_\_\_%) of the difference between

the Landlord's actual Total Cost and the estimate set forth above. Any payment due for retroactive adjustments to rentals previously paid shall be paid to or from Landlord no later than thirty (30) days after the date of Landlord's notice, except that Landlord may apply any refund of excess rentals first to outstanding receivables from Tenant, if any. For the purpose of this Agreement, "Total Cost" is defined as including any and all land and contract costs, including the cost of site improvements, leasehold improvements, building construction, architectural, engineering and legal expenses (including the cost of title insurance, opinions, closing and permit costs), pre-opening rent and taxes, financing and interest costs incurred during the development of the Shop, internal costs allocated to the Shop, and any other reasonable costs related to the Premises incurred by the Landlord. If costs for architectural and legal expenses, pre-opening and rent and taxes, financing and interest costs exceed

Dollars (\$\_\_\_\_\_), such excess will be itemized and submitted to the Tenant, upon request.

# OR

Tenant shall also pay to Landlord, as additional rent, the Total Cost of development of the Shop. Total Cost is defined as including any and all land and contract costs, including the cost of site improvements, leasehold improvements, building construction, architectural, engineering and legal expenses (including the cost of title insurance, opinions, closing and permits costs) pre-opening rent and taxes, financing and interest costs incurred during development of the Shop, internal costs allocated to the Shop, and any other reasonable cost related to the Premises incurred by Landlord.

Tenant agrees to pay the Total Costs of development of the Shop as follows: (i) ninety percent (90%) of the estimated amount of Total Costs of development shall be paid on or before delivery of possession of the Premises to Tenant; and (ii) the balance of the actual amount of Total Costs of development shall be paid within ten (10) days of Tenant's receipt of demand from Landlord. Landlord shall determine and bill Tenant for the balance of the actual amount of Total Costs of development promptly after Landlord receives all invoices relating to such actual Total Costs.

### EXHIBIT C.

EQUIPMENT AND SIGN LIST: Equipment, Signs, and any other assets transferred shall be free and clear of all debts, mortgages, security interests or other liens or encumbrances except as otherwise provided in this Exhibit C.

Equipment: Title to all equipment will be transferred to you upon payment in full of the Purchase Price. All equipment will be new and will be guaranteed by the manufacturer under the manufacturer's standard warranty, if any.

# ATTACH PROJECT SPECIFIC EQUIPMENT, SIGN, POS & FIXTURE LIST

## EXHIBIT D.

# (alternative provisions, strike inapplicable)

Existing SDA Choose:

[Transferee acknowledges and agrees that the Premises being developed by Transferor and offered for sale to Transferee is within the Transferee's territory under a Store Development Agreement (SDA) dated \_\_\_\_\_\_, and Transferee consents to the development. [**The parties acknowledge that the SDA is being amended to revise and expand the development rights of Transferee.**] The parties acknowledge that this development and sale shall be credited to satisfy one of Transferee's obligations to develop a Dunkin' Donuts/Baskin-Robbins Unit under the SDA.]

# OR

New SDA Choose:

[As part of the transaction provided in this Agreement, you will sign a Store Development Agreement (the "First SDA") on terms described in the FDD provided to you. The First SDA will be site specific and will require you to purchase from Transferor and open one Dunkin' Donuts/Baskin-Robbins Shop at the Premises, as outlined in the terms and conditions contained in this Contract for Sale. An SDA of \$ for the First SDA will be payable as provided in this Agreement. The parties acknowledge that your purchase of the Dunkin' Donuts/Baskin-Robbins Shop to be developed at the Premises will be credited to satisfy the Transferee's obligations to develop a Dunkin' Donuts/Baskin-Robbins Unit under the First SDA. In addition, you will sign a second store development agreement (the "Second SDA") requiring the development of () additional [BR/DD] Shops within a defined area to be set forth in the Second SDA. The payment of the SDA Fee for the Second SDA is and is payable as provided in this Agreement.] \$

Further, as an inducement to Transferor to make substantial financial commitments to develop the site and offer it to Transferee, Transferee agrees that any failure by Transferee to close on this transaction, as required by this Agreement, will be a default under both this Agreement and the SDA, as amended. Such default will be deemed a termination of the SDA, as amended, and loss of all Transferee's rights and monies paid thereunder without any further notices or action required by Transferor. In that event, Transferor may proceed to develop the site and offer it to another franchisee without objection by Transferee as to territory or encroachment, if any, on any other shops owned by Transferee.

## EXHIBIT E.

## (strike, if inapplicable)

The Purchase Price above is based in part on Transferor's original estimate to equip the Premises in accordance with the equipment list provided as Exhibit C. In the event that additional equipment is required by the then-current brand standards or requested by you in writing, Transferor will notify you of the cost of such additional equipment and you agree to pay such additional amount which will be added to the Purchase Price and due at Closing.

### SAMPLE

PC # \_\_\_\_\_

### TERMINATION OF FRANCHISE AGREEMENT, SUBLEASE AND GENERAL RELEASE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_\_,20\_\_\_, by and between BASKIN-ROBBINS FRANCHISED SHOPS LLC, DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, BASKIN-ROBBINS FRANCHISING LLC, and/or DUNKIN' DONUTS FRANCHISING LLC, all Delaware limited liability companies, with principal offices in Canton, Massachusetts (collectively hereinafter for convenience only referred to as "FRANCHISOR") [and DB REAL ESTATE ASSETS (I or II) LLC., a Delaware limited liability company, with principal offices in Canton, Massachusetts (hereinafter for convenience only referred to as "LESSOR")] and \_\_\_\_\_\_\_, a \_\_\_\_\_\_ corporation and \_\_\_\_\_\_\_\_ (collectively hereinafter referred to as the "UNDERSIGNED").

### RECITALS

This Agreement terminates the Franchise Agreement dated \_\_\_\_\_\_, 20\_\_, between FRANCHISOR and the UNDERSIGNED (hereinafter the "Franchise Agreement") and the Sublease dated \_\_\_\_\_\_ 20\_\_, between LESSOR and the UNDERSIGNED (hereinafter the "Sublease"), relating to the Baskin-Robbins and/or Dunkin' Donuts Unit at \_\_\_\_\_\_ (the "Premises"). Said Franchise Agreement expired on \_\_\_\_\_\_, 20\_\_ and the UNDERSIGNED continued to operate the shop pursuant thereto on a month-to-month basis thereafter. This Agreement also provides for a release by the UNDERSIGNED of FRANCHISOR and LESSOR.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree to the following:

### AGREEMENT

1. The Franchise Agreement and Sublease are hereby terminated effective the date hereof provided, however, that the UNDERSIGNED shall continue to be bound by the restrictions and covenants set forth in the provisions of Section 8 of the Franchise Agreement for the periods set forth therein.

2. The UNDERSIGNED shall vacate the Premises on or before the date hereof and remove therefrom all of the UNDERSIGNED's personal property without damage to the Premises.

3. The UNDERSIGNED agrees to de-identify the Premises within ten (10) days, in accordance with Franchisor's De-Identification Checklist, which is attached hereto and made a part hereof.

4. The UNDERSIGNED agrees to indemnify and hold harmless FRANCHISOR and LESSOR, their predecessors in interest, successors and assigns, against any and all claims, liabilities or obligations arising out of or relating to the UNDERSIGNED'S operation of the Premises prior to the date hereof. FRANCHISOR and LESSOR assumes no obligations or liabilities which may have arisen during the course of the UNDERSIGNED'S operation of the Premises.

5. The UNDERSIGNED releases and forever discharges FRANCHISOR and LESSOR, their predecessors in interest, successors and assigns, from all debts, demands, actions, causes of action, contracts, claims, obligations and liabilities which the UNDERSIGNED now has or ever has had against FRANCHISOR and LESSOR or any corporation affiliated therewith from the beginning of the world to this date arising from or in connection with the Franchise Agreement, Sublease, or any other agreements or transactions between the parties including, but not limited to, any and all state or federal antitrust claims, or causes of action; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims, fraud or misrepresentation, breach of fiduciary duty, unfair trade practices claims (state or federal) and all other claims and causes of action whatsoever.

6. Any individual who signs this release in a representative capacity for the UNDERSIGNED hereby represents and warrants that he or she is duly authorized by action of the Board of Directors of the UNDERSIGNED corporation to execute this release on its behalf.

7. With respect to the matters hereinabove released, the UNDERSIGNED knowingly waive all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:

"1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

**IN WITNESS WHEREOF,** THE PARTIES, BY THEIR UNDERSIGNED REPRESENTATIVE(S), HEREBY EXECUTE THIS AGREEMENT.

(FRANCHISOR/LESSOR)

BASKIN-ROBBINS FRANCHISED SHOPS LLC DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC BASKIN-ROBBINS FRANCHISING LLC DUNKIN' DONUTS FRANCHISING LLC DB REAL ESTATE ASSETS (I or II) LLC

	By:	
		,Assistant Secretary
		(UNDERSIGNED)
ATTEST:		
	By:	
Print Name:		, President
WITNESS:		
Print Name:		, individually

SAMPLE

PC

Exhibit K

# **GENERAL RELEASE**

THIS GENERAL RELEASE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

### WITNESSETH:

a resident(s) in the State of and \_corporation having its principal place of business at , a \_\_\_\_\_ (each of the foregoing being collectively referred to herein as the "UNDERSIGNED") for and in consideration of the sum of One Dollar (\$1.00) paid to them by BASKIN-ROBBINS FRANCHISED SHOPS LLC, DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, BASKIN-ROBBINS FRANCHISING LLC, and DUNKIN' DONUTS FRANCHISING LLC and other good and valuable consideration, the receipt of which is hereby acknowledged, the UNDERSIGNED, individually and for itself, its parent, subsidiaries, affiliates, agents, servants, employees, shareholders, officers, directors, partners, heirs, successors and assigns, do each hereby forever release, remise and discharge BASKIN-ROBBINS FRANCHISED SHOPS LLC, DUNKIN' DONUTS FRANCHISED RESTAURANTS LLC, BASKIN-ROBBINS FRANCHISING LLC, and DUNKIN' DONUTS FRANCHISING LLC, their predecessors, successors and assigns, parents, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, of any and all of such entities (all collectively referred to herein as "FRANCHISOR"), of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them, which the UNDERSIGNED or any one of them or their predecessors in interest, if any, ever had, now have, or which they, their heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause, or thing whatsoever, from the beginning of the world to the date of these presents.

Without limiting the generality of the foregoing, but by way of example only, the foregoing release shall apply to any and all state or federal antitrust claims or causes of action; state or federal securities law claims or causes of action; state or federal RICO claims or causes of action; breach of contract claims or causes of action; claims or causes of action based on misrepresentation or fraud; breach of fiduciary duty; unfair trade practices (state or federal); and all other claims and causes of action whatsoever.

The UNDERSIGNED (and each of them) further agree for themselves and for their successors and assigns, to indemnify and hold harmless forever, FRANCHISOR their predecessors, successors and assigns, parent, subsidiaries and affiliated entities and their respective managers, members, officers, directors, agents, employees and representatives, past and present, against any and all claims or actions which hereafter may be brought or instituted against any or all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the UNDERSIGNED, or any of them, and arising out of or incidental to the matters to which this release applies.

The UNDERSIGNED and FRANCHISOR agree that this release is not intended nor shall it be construed as an admission of any wrongdoing or liability and that it shall not be admissible in evidence in any suit or proceeding whatsoever as evidence or admission of any liability.

Any individual who signs this release in a representative capacity for the UNDERSIGNED corporation hereby represents and warrants that he or she is duly authorized by action of the Board of Directors of the UNDERSIGNED corporation to execute this release on its behalf.

With respect to the matters hereinabove released, the UNDERSIGNED knowingly waive all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state or territory of the United States of America. Section 1542 provides as follows:

1542 General Release; Extent. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

IN WITNESS WHEREOF, the UNDERSIGNED executed this General Release on the day and year first above written.

By:\_\_

### WITNESS:

witness Print Name:

witness

Print Name:

, individually

, individually

ATTEST/WITNESS:

Secretary

, President

[Date]

[Operator's Name] c/o "Dunkin' Donuts" [Shop Address] [City, State and Zip Code]

# RE: Temporary Operating Agreement for your operation of the Dunkin' Donuts Shop located at \_\_\_\_\_\_ (the "Shop"); PC# \_\_\_\_\_\_

Dear \_\_\_\_\_

Thank you for agreeing to operate the Shop on our behalf for a limited period of time as set forth in this letter. This letter (the "Temporary Operating Agreement") sets forth the authority granted to \_\_\_\_\_\_

\_\_\_\_\_\_ (hereinafter called "you" or "Operator") to occupy and operate the Shop described above, on our behalf, on a temporary basis, from the date you enter and commence temporary operations of the Shop until the earlier to occur of the date Dunkin' Donuts Franchising LLC ("DD") elects to terminate this Temporary Operating Agreement or \_\_\_\_\_\_ [insert end date]. The following describes the terms and conditions of occupancy and operation of the Shop by you until that time.

- 1. You will enter the premises and commence temporary operation of the Shop at \_\_\_\_\_\_, 200\_\_\_.
- 2. You hereby agree to operate the Shop on our behalf and do so in compliance with all of the terms, covenants and conditions contained in your franchise agreement dated \_\_\_\_\_\_ (including without limitation the requirement to obtain insurance as well as the indemnification provisions of that franchise agreement) for PC# \_\_\_\_\_ located at \_\_\_\_\_ [insert address] as if that franchise agreement also applied to the Shop, until such time as DD elects to terminate this Temporary Operating Agreement.
- 3. In addition to the provisions of your franchise agreement that will apply to your operation of the Shop, you also agree that:

a. You will accept the equipment in the Shop **AS IS** and you will be responsible for all maintenance, upkeep, and repair needed to the equipment.

b. You will be responsible for establishing an account with the \_\_\_\_\_

DCP and purchasing the initial and ongoing inventory of product and supplies. You will be responsible for payment of all ongoing Fees (including royalties and advertising contributions) for the Shop during the term of this Temporary Operating Agreement. You will also be responsible for payment of rent as explained below. You will not receive any management or other operation fees or payments from DD, but you will be entitled to keep for your own account any revenues (including profits) from the operation of the Shop during the term of this Temporary Operating Agreement.

Commencing upon the date of possession through the date of termination of this C. Temporary Operating Agreement, you hereby agree to abide by all of the terms, covenants and conditions of the standard form "Lease of Dunkin' Donuts Shop" (copy attached) as if that form pertained to the Shop, with а total base rent equal to \_ payable in advance on the first day of each calendar month, plus all additional rent payable under the prime lease for the premises, except for real estate taxes and insurance, which will be paid by DD. DD will also be

responsible for any necessary repairs to the building structure and components and the parking and sidewalk areas, unless the repair is necessary due to your negligence or willful misconduct. Rent payments shall be prorated for the first and last months of operation during the term of this Temporary Operating Agreement.

d. Commencing upon the date of possession through the date of termination of this Temporary Operating Agreement, you hereby agree to pay Percentage Rent in an amount equal to \_\_\_\_\_\_ percent (\_\_\_%) of the "Gross Sales" on the premises in excess of \_\_\_\_\_\_ and \_\_/100 Dollars (\$\_\_\_\_\_). Percentage Rent is payable monthly.

4. You shall transfer the utilities to your name within five days of signing this Temporary Operating Agreement, and shall be responsible for payment of all utilities.

5. You agree to cease operations at the Shop and deliver up possession of the Shop to DD upon no less than \_\_\_\_\_ (\_\_\_\_) hours' prior written notice from DD.

This Temporary Operating Agreement will become effective upon receipt by both parties of an original counterpart hereof, fully executed by each party. Authentic counterparts may be exchanged by facsimile, and when taken together, shall form one integrated agreement.

AGREED TO AND ACCEPTED BY THE PARTIES:

Dunkin' Donuts Franchising LLC	[Operator]
Ву:	Ву:
Name:	Name:
Title:	Title:

Attachment

cc:

## DUNKIN' BRANDS INTRANET TERMS OF USE AGREEMENT

### YOU AGREE TO READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS INTRANET WEBSITE OR HOSTED APPLICATION (COLLECTIVELY HEREINAFTER 'INTRANET'). YOUR CONTINUED ACCESS TO OR USE OF THE INTRANET OR USE OF THE INFORMATION AND/OR SERVICES CONTAINED ON THE INTRANET INDICATES YOUR ACKNOWLEDGEMENT OF THESE TERMS OF USE AND YOUR ACCEPTANCE OF ALL THE PROVISIONS HEREOF.

Dunkin' Donuts and Baskin-Robbins (for convenience, collectively "Dunkin' Brands") requires all users of Dunkin' Brands' Intranet to use appropriately and protect the Intranet and all content thereon. In order to access the Intranet, you must carefully read and agree to abide by these Terms of Use, as further described below. If you cannot agree to the Terms of Use below, please do not attempt to access the Intranet.

Certain products or services offered by this Intranet, and certain areas within this Intranet may be governed by additional Terms of use and/or other agreements ("Additional Terms") presented in conjunction with those products or services. You must agree to these Additional Terms before using those areas. The Additional Terms are hereby incorporated by reference, where applicable, and the Additional Terms and these Terms of Use shall apply equally. In the event of an irreconcilable inconsistency between the Additional Terms and these Terms of Use, the Terms of Use shall control.

Dunkin' Brands reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use and any other policy or Additional Terms posted on the Intranet, in whole or in part, at any time. Notification of changes to Dunkin' Brands' Terms of Use may be posted on this Intranet. You are responsible for regularly reviewing the Terms of Use and all posted policies and Additional Terms on the Intranet. By continuing to use the Intranet after we have posted changes to these Terms of Use or any other posted policy or Additional Terms, you agree to and accept such changes.

1. Communication of Information.

If you are accessing the Intranet as or on behalf of a Dunkin Brands' franchisee, you agree that the information and communications provided on the Intranet or by e-mail is being provided in conjunction with information and communications in a non-electronic format, and such information and communications will be deemed to comply with the notice provisions of the online access agreement between you and Dunkin' Brands (if applicable).

2. "Intranet" Definition.

For purposes of these Terms of Use, the term "Intranet" refers to the collection of Web-based services and applications, including any hosted applications, made available by Dunkin' Brands to Dunkin' Brands franchisees and employees in good standing and all of the content, information, applications, data, images, other materials and services accessible through those Web-based applications. The Intranet includes but is not limited to the Dunkin' Brands Online University site and the Dunkin' Brands Franchisee Central site.

3. Confidentiality of our Information; Your Duty to Protect User Names and Passwords.

All information on the Intranet, including user names (sometimes referred to as "User ID's") and passwords, is deemed to be our confidential information and trade secret. This means, among other things, that you may not disclose user names, passwords, or any other information on the Intranet, including the Intranet's domain name or URL, to any person whom Dunkin' Brands has not authorized to have that information.

It is your responsibility to maintain the confidentiality of any Intranet user name and password. Additionally, you are entirely responsible for all activities that occur under your password and user name. You must take the precautions that we periodically specify to protect our confidential information. If you learn of a breach of the confidentiality of a user name or password assigned to you, or any breach of security through an Intranet user's account, you must report it to us immediately at customerservice@dunkinbrands.com. Dunkin' Brands is not liable for any loss that you may incur as a

result of someone else using your password or account, either with our without your knowledge. Your confidentiality obligations continue even if your access to the Intranet ends.

4. Authorized Access; Termination.

Access to and use of Intranet is permitted only for: (i) current authorized employees of Dunkin' Brands, Inc.; (ii) current authorized officers, employees, agents, and principals of Dunkin' Brands franchisees in good standing who act solely on behalf of such Dunkin' Brands franchisee, (iii) current authorized consultants, auditors, and service providers of Dunkin' Brands, and (iv) current authorized officers, employees, agents, and principals of owners who (a) have a need to access the Intranet in the course of operating Dunkin' Brands franchised establishments or performing services for Dunkin' Brands, (b) have been specifically authorized by Dunkin' Brands in writing to access the Intranet, and (c) agree to abide by these Terms of Use. Access to or use of the Intranet by any other persons is strictly prohibited without the express prior written consent of Dunkin' Brands.

Your authorization to access the Intranet may be limited to certain services, web pages or content. You agree to access only that portion of the Intranet to which you have been given access.

Access to and use of Intranet access may be revoked or restricted at any time at the sole discretion of Dunkin' Brands. Individuals and/or entities may have varying degrees of access to the Intranet, as determined by Dunkin' Brands. Dunkin' Brands may or may not give you prior notice of revocation or restriction of your access.

5. Purpose of Access and Interference; Your Representations and Warranties.

The Intranet may only be used for the benefit of Dunkin' Brands and Dunkin' Brands franchisees in good standing and may not be used for the benefit of any third party or individual without the express prior written consent of Dunkin' Brands.

By way of illustration and not limitation, you represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the Intranet or the services provided thereon, any materials which (i) restrict or inhibit any other user from using and enjoying the Intranet, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, pornographic, profane, hateful, violent, sexually explicit or indecent, or otherwise objectionable, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate applicable law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus, Trojan horse, worms, time bombs, spiders, robots or other harmful component intended to disrupt or interfere with the intended operation of the Intranet or any other site on the World Wide Web, (vi) impose an unreasonable or disproportionately large load on any systems or infrastructure, or (vii) constitute or contain false or misleading indications of origin or statements of fact.

In addition you agree that you will not (a) attempt to gain unauthorized access to the Intranet, any part thereof, or the accounts of others; (b) use the Intranet, or any part thereof, to harass or harm any other User or any other person in any way; (c) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) interfere with or disrupt the Intranet or servers of networks connected to the Intranet, or disobey any Terms of Use, Additional Terms, requirements, procedures, policies or regulations of networks connected to the Intranet; (e) harvest, collect or store information about the users of this Intranet or the content posted by others on this Intranet or use such information for any purpose inconsistent with the purpose of the Intranet; (f) disparage, defame, libel or make untrue, malicious, offensive statements about Dunkin' Brands or the Intranet; or (g) use the Intranet or Services to violate any applicable, local, state, national or international law or regulation. This list is not intended to be exhaustive; Dunkin' Brands requires that you be a good Intranet citizen when using this Service.

### 6. Intellectual Property.

Unless otherwise noted, all materials on the Intranet (including articles, text, photographs, images, illustrations, graphics, video material, audio material, and software) are protected as the copyrights, trade dress, trademarks, patents and/or other intellectual properties owned by Dunkin' Brands or its parent, subsidiaries and affiliates or by other parties that have licensed their material to Dunkin' Brands. Additionally, the Intranet itself is protected by copyright as a collective work and/or compilation.

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You may browse through the Intranet and occasionally download a copy of materials appearing on the Intranet that are of interest to you solely for the purpose of conducting activities authorized by Dunkin' Brands or a Dunkin' Brands franchisee in good standing. You must keep intact all copyright, trademark and other notices contained in your personal copies. You may not reproduce or allow others to reproduce your personal copies of downloaded materials, nor may you make them available electronically. You may not save or archive a significant portion of the material appearing on the Intranet unless specifically authorized by us in writing. You may not attempt to alter or modify the content posted on the Intranet. Except as expressly set forth in this paragraph, you may not copy, download, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, post, decompile, reverse engineer, disassemble or in any way exploit any of our intellectual property or the Intranet itself.

### 7. Disputes.

These Terms of Use will be interpreted in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. You agree that your breach of these Terms of Use will result in irreparable harm to Dunkin' Brands, and that Dunkin' Brands is therefore entitled, as a non-exclusive remedy, to obtain injunctive relief in response to a breach of these Terms of Use, including, without limitation, barring you from access to the Intranet.

8. Links to Third Party Sites.

There are links in the Intranet that will allow the user to access other Web sites. These linked sites are not under the control of Dunkin' Brands, and Dunkin' Brands is not responsible for the contents or practices of any linked site. Dunkin' Brands provides links only as a convenience, and such inclusion of any link does not imply endorsement by Dunkin' Brands of the site or its content.

# 9. Monitoring, Privacy and Security

Your access and use of the Intranet may be monitored by Dunkin' Brands at any time, with or without notice, and shall not in any way be deemed to be private or personal to you.

Dunkin' Brands reserves the right to use "cookies" (a small amount of software automatically downloaded to your computer's hard drive) or other programs or methods to gather information about your use of the Intranet in order to improve the Intranet's services. You may set your browser not to accept cookies, but if you do so, certain areas of the Intranet may not function as intended.

All information, including personally-identifiable information that you disclose via the Intranet is the property of Dunkin' Brands. Dunkin' Brands reserves the right to use these records and this information for its own purposes or those of its affiliated entities to the extent permitted by applicable law and its agreements with visitors to the Intranet. These purposes may include disclosure to our agents, advisors, affiliates, service providers, assignees, franchisees, and successors in interest.

Dunkin' Brands will use industry standard security practices to protect information provided via the Intranet.

10. Contact Us.

If you have any questions regarding these Terms of Use, you can send us an email us customerservice@dunkinbrands.com or you can write to us at Dunkin' Brands, Inc., 130 Royall Street, Canton, MA 02021.

# By clicking the "ACCEPT" button below, you agree to abide by the terms and conditions of these Terms of Use each time you log into and use the Intranet.

If you do not agree, please click the "EXIT" button below.



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### DUNKIN' DONUTS

### PRODUCT SUPPLIER CONSENT AGREEMENT

### FOR SUPPLIER SHOP ("Supplier Franchisee") AND SUPPLIED SHOP ("Supplied Franchisee")

Supplier Franchisee Shop Address: _	PC
Supplied Franchisee Shop Address: _	PC

Date: \_\_\_\_\_

### RECITALS

This Agreement sets forth the terms and conditions on which Dunkin' Donuts Franchising LLC and its rental subsidiary (if the Supplier Franchisee or Supplied Franchisee leases its Shop from such subsidiary) (collectively "Dunkin' Donuts") will approve the Supplier Franchisee as the designated supplier of Dunkin' Donuts bakery products ("Supplied Products") to the Supplied Franchisee in accordance with a Product Supplier Agreement entered into by the parties. A copy of the Product Supplier Agreement is attached and incorporated herein by reference.

### AGREEMENT

1. CONSENT OF DUNKIN' DONUTS. (Use the language in red if the franchise agreement has already been executed. Delete red text if you are preparing a new franchise agreement) Supplied Franchisee represented and warranted to Dunkin' Donuts that it shall open a Producing Dunkin' Donuts Unit approved by Dunkin' Donuts on or before \_\_\_\_\_\_.

In reliance thereon, Dunkin' Donuts hereby approves the Supplier Franchisee as the designated supplier of Dunkin' Donuts bakery products to the Supplied Franchisee's Shop. The Supplier Franchisee and the Supplied Franchisee agree to comply with the Product Supplier Agreement and this Agreement. The Supplier Franchisee will not commence deliveries to the Supplied Franchisee until all documents required by Dunkin' Donuts are fully executed and the Supplied Franchisee is approved or has been approved by Dunkin' Donuts to open the Dunkin' Donuts Shop. Failure of the Supplier Franchisee to comply with the Supplier Franchise Agreement shall be deemed a breach of this Agreement and the Supplier Stranchise to comply with the Product Supplier Franchise. Failure of the Supplied Franchise to comply with the Product Supplier Franchise Agreement and lease, if applicable. Failure of the Supplied Franchise's Franchise Agreement and the Supplied Franchise's Franchise Agreement and the Supplied Franchise's Franchise to comply with the Product Supplier Agreement shall be deemed a breach of this Agreement and lease, if applicable.

2. SUPPLIER'S FRANCHISE AGREEMENT. For the term of the Product Supplier Agreement, Supplier Franchisee's sales of bakery products to the Supplied Franchisee will not be included in the GROSS SALES of the Supplier Franchisee's Dunkin' Donuts Shop, for purposes of payments of Continuing Franchise Fees and Advertising Fees under the Supplier Franchisee's Franchise Agreement. Such sales are subject, however, to all record keeping, reporting and all other requirements of the Supplier Franchisee's Franchisee's Franchise Agreement and lease, if applicable.

3. SUPPLIER'S LEASE. For the term of the Product Supplier Agreement, Supplier Franchisee's sales of bakery products to the Supplied Franchisee will not be included in determining the Supplier Franchisee's Percentage Rent to Dunkin' Donuts under its lease with Dunkin' Donuts, if any. However, if Dunkin' Donuts, under its Prime Lease (if any) or otherwise, is required to pay Percentage Rent or other charges to a third party by reason of such sales, the Supplier Franchisee will pay to Dunkin' Donuts, when and as Dunkin' Donuts may specify, amounts equal to the Percentage Rent or other charges which Dunkin' Donuts may be required to pay to such third party by reason of such sales.

4. ADDITIONAL INFORMATION AND RECORDS REQUIRED. The Supplied Franchisee and Supplier Franchisee will, upon Dunkin' Donuts' request, compile, retain and deliver to Dunkin' Donuts such business, operating and financial information and records as Dunkin' Donuts may request from time to time. This shall include, without limitation, true and complete copies of production records, daily delivery receipts, credit and payment records, invoices, throwaway records, weekly summaries of receipts and records, in addition to all other information and records required under their Franchise Agreements and Dunkin' Donuts leases, if applicable. Each invoice will be in a form approved from time to time by Dunkin' Donuts and show all products produced for and delivered to, and the amounts paid by, the Supplied Franchisee.

### DELETE AS APPLICABLE

# (Use the first (5.) if the supplier agreement is for a limited time only)

5. TERM. This Agreement will expire on the earlier of the following dates: 1) the termination or expiration of Supplier Franchisee's Franchise Agreement for the Supplying Shop; 2) On or before \_\_\_\_\_\_ or the opening of a Dunkin'

Donuts Producing Unit approved by Dunkin' Donuts; or 3) upon receipt of written notice of termination, with or without cause, by Dunkin' Donuts. Termination of this Agreement shall not affect Dunkin' Donuts' rights to receive and the Supplier Franchisee and Supplied Franchisee's duty to provide records and information under Paragraph 4.

### (Use this (5.) if the supplier agreement is for the life of the supplied shop franchise otherwise delete)

5. TERM. This Agreement will expire on the earlier of the following dates: 1) the termination or expiration of Supplier Franchisee's Franchise Agreement for the Supplying Shop; 2) the termination or expiration of the Supplied Franchisee's Franchise Agreement for the Supplied Shop; 3) as specified in the Product Supplier Agreement; or 4) upon receipt of written notice of termination, with or without cause, by Dunkin' Donuts. In no event, however, will the term of the Product Supplier Agreement be less than the term of the Supplied Shop's franchise agreement, unless sooner terminated by Dunkin' Donuts. Termination of this Agreement shall not affect Dunkin' Donuts' rights to receive and the Supplier Franchisee and Supplied Franchisee's duty to provide records and information under Paragraph 4.

6. PRODUCT SUPPLIER AGREEMENT. It is agreed by the parties that the Supplier Franchisee and Supplied Franchisee will negotiate a Product Supplier Agreement using the suggested form of Dunkin' Donuts Supplier Agreement attached hereto. The Product Supplier Agreement will be attached hereto and is incorporated herein by reference. It is acknowledged by the parties that Dunkin' Donuts has a vested interest in enforcement of the Product Supplier Agreement to ensure the continued supply of product to the Supplied Franchisee's Shop and is, therefore, a beneficiary and may enforce the Agreement as to either party by seeking injunctive relief, filing a claim for damages or both, including legal fees and costs.

7. ASSUMPTION OF RISK. The Supplier Franchisee and Supplied Franchisee assume the risk of non-performance by the other party that may result in interruption or discontinuance of bakery products being delivered to the Supplied Shop and will not look to Dunkin' Donuts to enforce the Agreement on their behalf or seek damages or other relief from Dunkin' Donuts for any losses that they may sustain.

8. OBLIGATIONS OF SUPPLIED FRANCHISEE UPON LOSS OF SUPPLY OF BAKERY PRODUCTS. In the event for any reason the Supplied Franchisee loses its source of supply of products, the Supplied Franchisee must promptly develop an alternative source of supply from another approved franchisee or develop, construct or purchase a product manufacturing facility or a Dunkin' Donuts shop approved for the manufacture of products. Failure to do so shall be a default under this Agreement and the Supplied Franchisee's Franchise Agreement. Failure to cure the default within 30 days following receipt of written notice of the default shall result in termination of this and all ancillary agreements with Dunkin' Donuts.

9. INDEMNIFICATION. The parties agree individually and severally to hold Dunkin' Donuts harmless from any losses including legal fees and costs to enforce this Agreement, which may result from, among other things, interruption of business or closing of the Supplied Shop during the term of this Agreement, as a result of breach of this Agreement by either the Supplier Franchisee or Supplied Franchisee.

10. MISCELLANEOUS.

A. With respect to the specific matters set forth in this Agreement, this Agreement will be deemed to amend the Franchise Agreements for the Supplier Shop and the Supplied Shop and the Dunkin' Donuts lease, if any. No other terms and conditions of the Franchise Agreements or the leases or subleases are modified or extinguished by this Amendment. This Agreement will be binding on the parties, their guarantors, heirs, personal representatives, successors and assigns.

B. The Supplied Franchisee shall order and the Supplier Franchisee shall deliver products approved by Dunkin' Donuts in accordance with standards established by Dunkin' Donuts from time to time. Such standards may include, without limitation, requirements relating to product mix, quantity, time and frequency of delivery, product quality, manufacturing, mode of delivery, system of delivery storage, handling, finishing, throwaways and equipment.

Supplier Franchisee

Witness/ Attest

By:

President

Secretary/Witness

Supplied Franchisee

Witness/ Attest

Secretary/Witness

By:\_\_\_\_\_

President

Dunkin' Donuts

Dunkin' Donuts Franchising LLC

By\_\_\_\_\_

Assistant Secretary

THIS AGREEMENT IS NOT BINDING UPON DUNKIN' DONUTS UNTIL EXECUTED BY ITS AUTHORIZED REPRESENTATIVES

### SUGGESTED FORM OF DUNKIN' DONUTS PRODUCT SUPPLIER AGREEMENT

### PRODUCT SUPPLIER AGREEMENT

### FOR SUPPLIER SHOP ("Supplier Franchisee") AND SUPPLIED SHOP ("Supplied Franchisee")

Supplier Franchisee Shop Address:	PC
Supplied Franchisee Shop Address:	PC

Date: \_\_\_\_\_

A. GENERAL. The Supplied Franchisee shall buy Dunkin' Donuts bakery products exclusively from the Supplier Franchisee for resale at the Supplied Franchisee's Shop. The Supplier Franchisee shall manufacture, sell and deliver to the Supplied Franchisee bakery products ordered by the Supplied Franchisee. The Supplied Franchisee, bakery products ordered, and Supplier Franchisee must all be approved in writing by Dunkin' Donuts. The Supplied Franchisee and the Supplier Franchisee each agree to comply with all applicable laws and regulations and with all Dunkin' Donuts requirements as in effect from time to time. Without limiting the generality of the foregoing, the methods of manufacturing, equipment, product quality, product mix, quantities, frequency and times of production and delivery, transportation and handling must be approved by Dunkin' Donuts and must meet Dunkin' Donuts' requirements and standards in effect from time to time.

B. PRICE. See Schedule A, which is hereby incorporated by reference.

C. PRODUCT ORDERING. The Supplied Franchisee shall, subject to Dunkin' Donuts' written approval, after consultation with the Supplier Franchisee, determine the number, mix, and frequency of delivery of bakery products to be delivered to the Supplied Franchisee. Orders for the following day's products will be telephoned, faxed or hand delivered to Supplier Franchisee by 10 a.m. Orders will be presented on a standard product order form approved by Dunkin' Donuts. The production and delivery schedules shall be subject to the approval of Dunkin' Donuts. The product shall be finished by Supplier Franchisee or by the Supplied Franchisee as determined by Dunkin' Donuts.

D. INVOICES. The Supplier Franchisee shall bill the Supplied Franchisee weekly for the products. Unless otherwise agreed, the business week will begin on Sunday and end on Saturday. The Supplied Franchisee will pay the Supplier Franchisee's invoices within seven (7) days of receipt.

### DELETE AS APPLICABLE

(Use the first (E.) if the supplier agreement is for a limited time only)

E. TERM. Unless otherwise terminated as provided herein, the term of this Product Supplier Agreement shall continue until (a) On or before \_\_\_\_\_\_ or the opening of a Dunkin' Donuts Producing Unit approved by Dunkin' Donuts; (b) termination or expiration of the Supplier's Franchise Agreement; or (c) Dunkin' Donuts written notice to Supplier and the

Supplied Franchisee that the Supplier Franchisee is no longer approved as a Supplier to the Supplied Franchisee, whichever first occurs. Supplier Franchisee and the Supplied Franchisee may mutually terminate this Agreement earlier with Dunkin' Donuts prior written consent.

#### (Use this (E.) if the supplier agreement is for the life of the franchise otherwise delete)

E. TERM. Unless otherwise terminated as provided herein, the term of this Product Supplier Agreement shall continue until (a) the termination or expiration of the Supplied Franchisee's Franchise Agreement or (b) termination or expiration of the Supplier's Franchise Agreement, or (c) Dunkin' Donuts written notice to Supplier and the Supplied Franchisee that the Supplier Franchisee is no longer approved as a Supplier to the Supplied Franchisee, whichever first occurs. Supplier Franchisee and the Supplied Franchisee may mutually terminate this Agreement earlier with Dunkin' Donuts prior written consent.

### F. OTHER RESPONSIBILITIES OF THE SUPPLIER AND SUPPLIED FRANCHISEE.

1. The Supplier Franchisee and Supplied Franchisee must enter into, and comply with, a Dunkin' Donuts Product Supplier Consent Agreement for this transaction.

2. The Supplier Franchisee must deliver to the Supplied Franchisee at least twice daily (unless Dunkin' Donuts otherwise specifies) products meeting Dunkin' Donuts' requirements.

3. The Supplier Franchisee must bear all costs of: producing and delivering products meeting Dunkin' Donuts requirements and obtaining, operating and maintaining a delivery/support vehicle and system meeting Dunkin' Donuts' requirements.

4. The Supplier Franchisee and the Supplied Franchisee must comply with Dunkin' Donuts Franchise Agreement and Lease, if applicable, and all other agreements with Dunkin' Donuts.

G. OTHER DUNKIN' DONUTS LOCATIONS. Dunkin' Donuts' right to approve others to market Dunkin' Donuts Products at any place other than the Supplied Shop is not limited in any way by this Agreement.

H. NOTICES. Notices must be in writing and sent prepaid by telecopier, certified mail or private courier, to the parties at their principal places of business, or such other address as the party to receive the notice specifies in writing to the others. Copies of all notices must be sent at the same time by the party providing notice to Dunkin' Donuts Franchising LLC, 130 Royall Street, Canton, Massachusetts 02021, Attention: Legal Department.

I. NO WAIVER. No party is to be deemed to waive its right to enforce one or more provisions of these Terms and Conditions if it does not enforce the provision(s) on one or more occasions.

J. NO REPRESENTATIONS OR WARRANTIES. The parties acknowledge and agree that Dunkin' Donuts, the Supplied Franchisee and the Supplier Franchisee make no representations or warranties as to the sales, profits, or other benefits, if any, that may result from this form of distribution; further, that Dunkin' Donuts assumes no obligation or liability for the Supplied Franchisee or the Supplier Franchisee's failure to comply with this Product Supplier Agreement.

K. TERMINATION. If either the Supplier Franchisee or the Supplied Franchisee are not complying with the terms and conditions of this Agreement, either party may give the non-complying party written notice of noncompliance. The non-complying party will have thirty (30) days (seven days where Dunkin' Donuts determines that its requirements are being violated) to cure such default. If the non-complying party has not cured such default within that time, the complying party may terminate this Product Supplier Agreement by sending a notice of termination to all other parties. Notwithstanding the foregoing, the Supplier Franchisee may terminate this Product Supplier Agreement on seven days notice if the Supplier Franchisee has given the Supplied Franchisee two or more valid notices of late or non-payment in any period of twelve consecutive months; and the Supplied Franchisee may terminate this Agreement on seven days notice if the Supplier Franchisee has failed (except as set forth in Item L.) to make three or more days' deliveries within any period of twelve (12) consecutive months.

L. EXCUSED PERFORMANCE. A party may be excused from performing its obligations under this Product Supplier Agreement only if it is prevented or delayed in performing because of a reason beyond the party's reasonable control. Examples include acts of God, strikes, lockouts, material or labor restrictions, actions by governmental authorities, riots, floods, and other causes the excused party could not reasonably anticipate or prepare for. The foregoing notwithstanding, the Supplier Franchisee agrees to use its best efforts to timely produce and deliver the products to the Supplied Franchisee meeting Dunkin' Donuts' requirements. In the event that the Supplier Franchisee is unable or unwilling to so deliver products to the Supplied Franchisee, the Supplied Franchisee may purchase the products from another Dunkin' Donuts shop approved in writing by Dunkin' Donuts for that purpose. If it costs the Supplied Franchisee more to purchase the replacement products than it would have cost to purchase the products from the Supplier Franchisee, the Supplied Franchisee the products from the Supplier Franchisee shall reimburse the Supplied Franchisee the difference.

M. POST-PARTICIPATION. Some of the obligations of the parties included in this Product Supplier Agreement either cannot or may not be performed until after that party's participation in the Program is ended. The parties agree to perform their obligations under this Product Supplier Agreement even after the Agreement is ended.

N. ASSIGNMENT; TRANSFER. This Product Supplier Agreement may be assigned by either party only with the prior written approval of the other party and Dunkin' Donuts. This Agreement shall be binding upon and inure to the benefit of any successors or assigns of the parties hereto. If either party transfers its interest to a third party, such transfer shall be subject to the assumption of the obligations of the transferring party contained in the Agreement and the prior written approval of Dunkin' Donuts. If either the Supplier Shop or the Supplied Shop is sold or transferred, the purchaser or transferee shall assume and be bound by this Agreement.

O. MEDIATION AND ARBITRATION. Any claim or controversy arising out of or relating to this Product Supplier Agreement shall be referred first to non binding mediation and, failing resolution, to arbitration by a single arbitrator in accordance with the then current rules of the American Arbitration Association for Commercial Disputes in the locale proximate to the Supplied Franchisee and Supplier Franchisee's Shops. The costs of mediation/arbitration shall be borne equally by the Supplier and Supplied Franchisee.

P. INFORMATION AND RECORDS. The Supplier Franchisee and the Supplied Franchisee shall compile, retain and provide Dunkin' Donuts with all information and records it may from time to time request with respect to their business, operations and financial condition.

Q. CHANGE OR AMENDMENT. The Supplier Franchisee and the Supplied Franchisee shall not change or amend this Product Supplier Agreement without the prior written approval of Dunkin' Donuts. If amended with the prior written approval of Dunkin' Donuts, the amended Product Supplier Agreement shall be the Agreement referred to in the Dunkin' Donuts Product Supplier Consent Agreement for the Supplier Shop and Supplied shop.

Dated: \_\_\_\_\_, 20\_\_\_\_

Supplier Franchisee

By: \_\_\_\_\_

Supplied Franchisee

By: \_\_\_\_\_

### SCHEDULE A: SUPPLIER AGREEMENT: PRICE

### **INTRODUCTORY STATEMENT**

Pricing will be negotiated and agreed between the Supplier Franchisee and the Supplied Franchisee. Dunkin' Donuts does not set prices. Dunkin' Donuts makes available suggested pricing formats for consideration by the Supplier Franchisee and the Supplied Franchisee.

As a general framework for pricing decisions, Dunkin' Donuts suggests the following:

- 1. Pricing should be reasonable for both parties.
- 2. The agreement should provide a mechanism for adjusting price over time so that the respective margins of the Supplier Franchisee and Supplied Franchisee are preserved.
- 3. To the extent practicable, select a pricing mechanism that is self adjusting; e.g. percentage of prevailing retail price.
- 4. Provide for non-binding mediation and binding arbitration if an impasse is reached regarding pricing in the future.
- 5. Seek your accountant and/or lawyer's assistance.
- 6. Consider variables such as
  - who delivers/picks up?
  - who finishes?
  - are there alternate approved or approvable Dunkin' Donuts supplier/franchisees?
  - what is incremental cost to Supplier Franchisee of supplying Supplied Franchisee?

### SUGGESTED PRICING FORMATS

### 1. Adjusting Mechanism Based Primarily on Food Cost Increases over 5%.

Supplier Franchisee will charge the following prices for supplying and delivering Products:

<b>Description</b>	Price per Dozen
Donuts	\$
Munchkins	\$
Muffins	\$
Fancies	\$
Croissants	\$
Cookies	\$
Brownies	\$
Bagels	\$

Supplied Franchisee shall determine the percentage of products that will be throwaways for each store and will calculate its orders accordingly. Supplier Franchisee shall not give credits to Supplied Franchisee for products that are throwaways.

The above-referenced prices shall be increased quarterly on each March 31, June 30, September 30 and December 31 based on the percentage increase in the price of ingredients used in the production of Products (food costs); provided however, that an adjustment will only be made if prices increase in the aggregate by more than five percent (5%) over the prices in effect on the date of this Product Supplier Agreement or the date of the last price increase under this Agreement, as the case may be.

In addition to the adjustment in the preceding paragraph, prices for all products will be subject to adjustment annually on each anniversary hereof by mutual agreement of Supplier Franchisee and Supplied Franchisee. If the parties are unable to agree on pricing, the matter shall be submitted to non-binding mediation. If the matter is not so resolved, it shall be submitted to binding arbitration for final determination of price. The parties agree to meet quarterly to review the terms of this Agreement and the activities taking place hereunder.

### 2. Adjusting Mechanism Based Primarily on Percentage of Retail Price.

Supplier will charge Supplied Franchisee the following prices for supplying and delivering Products:

	Price	% of
Description	Per Dozen	Retail Price
Donuts	\$	%
Munchkins	\$	%
Muffins	\$	%
Fancies	\$	%
Bagels	\$	%
Croissants	\$	%

Supplied Franchisee shall determine the percentage of products that will be throwaways for each store and will calculate its orders accordingly. Supplier Franchisee shall not give credits to Supplied Franchisee for products that are throwaways.

Supplier Franchisee shall be entitled to increase prices to the Supplied Franchisee to reflect cost increases (not offset by cost decreases) relating to ingredients (food costs), labor, transportation or other costs directly attributable to the production and delivery of products to the Supplied Franchisee; provided, however, that such revised prices shall not exceed the percentages of the Retail Price (a) in the market; (b) the Supplied Franchisee's Shop; (c) the Supplier Franchisee's Shop, whichever is most relevant under the circumstances.

In addition to the adjustment in the preceding paragraph, prices for all products will be subject to adjustment annually on each anniversary hereof by mutual agreement of Supplier Franchisee and Supplied Franchisee. If the parties are unable to agree on pricing, such matter shall be submitted to non-binding mediation. If the matter is not so resolved, it shall be submitted to binding arbitration for final determination of price. The parties agree to meet quarterly to review the terms of this Agreement and the activities taking place hereunder. The following are authorized to receive service of process in the indicated state:

CALIFORNIA	NEW YORK
Attorney General 980 Ninth Street, Suite 500 Sacramento, California 95814	C T Corporation System 111 Eighth Street New York, NY 10011
HAWAII	RHODE ISLAND
Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Business Registration Div., Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, HI 96813	C T Corporation System 10 Weybosset Street Providence, RI 02903
ILLINOIS	VIRGINIA
Attorney General 500 South Second Street Springfield, IL 62706	C T Corporation System 4701 Cox Road, Suite 301 Glen Allen, VA 23060
INDIANA	WASHINGTON
C T Corporation System 36 S. Pennsylvania Street, Suite 700 Indianapolis, IN 46204	C T Corporation System 520 Pike Street Seattle, WA 98101
MARYLAND	WISCONSIN
Maryland Securities Commissioner 200 St. Paul Place - 20th Floor Baltimore, MD 21202-2020	Wisconsin Securities Commission Securities & Franchise Registration 111 West Wilson Street Madison, WI 53701
<u>MINNESOTA</u>	
C T Corporation System Inc. 405 Second Avenue, South Minneapolis, MN 55401	
MICHIGAN	
Michigan Attorney General Consumer Protection Division Attn: Franchise 670 Law Building Lansing, MI 48913	

THE NAMES AND ADDRESSES OF AGENTS FOR ADDITIONAL STATES ARE AVAILABLE UPON REQUEST.

**Schedule B** 

Any violation should be reported to the applicable state at the address below:

### **CALIFORNIA**

California Department of Corporations 1515 K Street, Suite 200 Sacramento, CA 95814 Or: Any office of the Dept. of Corporations

### **HAWAII**

Commissioner of Securities of the State of Hawaii Dept. of Commerce and Consumer Affairs Business Registration Div., Securities Compliance Branch 335 Merchant Street Room 203 Honolulu, Hawaii 96813

### **ILLINOIS**

Office of the Attorney General Franchise Division 100 W, Randolph Street Springfield, IL 60601

### **INDIANA**

Secretary of State Franchise Section Indiana Securities Division 302 W. Washington Street, Rm. E-111 Indianapolis, IN 46204

### MARYLAND

Maryland Division of Securities 200 St. Paul Place, 20th Floor Baltimore, MD 21202

### **MICHIGAN**

The Michigan Attorney General 670 Law Building Lansing, Michigan 48913

### **MINNESOTA**

Commissioner of Securities for the State of Minnesota 85 7<sup>th</sup> Place East, Suite 500 St. Paul, Minnesota 55101

### NEW YORK

New York State Dept. of Law Bureau of Investor Protection & Securities 120 Broadway, 23rd Floor New York, NY 10271

### NORTH DAKOTA

Securities Commissioner 600 East Boulevard, 5th Floor Bismarck, ND 58505-2017

### **RHODE ISLAND**

Division of Securities 223 Richmond Street, Suite 232 Providence, RI 02903

### SOUTH DAKOTA

Department of Commerce & Regulation Division of Securities 118 West Capitol Avenue Pierre, SD 57501-2017

### **VIRGINIA**

State of Virginia Division of Securities and Retail Franchising 1300 East Main Street Richmond, VA 23219

### WASHINGTON

Dept. of Financial Institutions General Administration Bldg., Room 300 210 - 11<sup>th</sup> Avenue SW Olympia, WA 98504

### **WISCONSIN**

Wisconsin Securities Commission Securities & Franchise Registration 111 West Wilson Street Madison, WI 53701

The names and addresses of administrators for additional states are available upon request.

### Schedule C

Dunkin' Brands employees will provide services to you on behalf of DD under the terms of the Master Servicing Agreement between Dunkin' Brands and DD. See Item 1. Below are the names of additional personnel who may have supervisory or management responsibility with respect to the franchise in Illinois:

Director of Franchising
Director of Development
Business Development Manager - Franchising
Franchising Manager
Director of Business Development - Franchising
Franchising Manager
Manager of Franchise Recruitment
Franchising Manager
Director Franchising Large Area Developers
Director of Franchising
National Account Executive APOD
Manager of Manufacturing Operations
Franchising Manager
Franchising Manager
Development Manager
Director of Operations - APOD
Manufacturing Development Manager
Director, Contract Administration
Business Development Manager
Manufacturing Business Manager
Franchising Manager
Franchising Manager

All of the above have been employed by us or our subsidiaries for at least five years, except:

Jeff Berns joined us in February 2006. Previously he was District Sales Manager for DHL Express in Chicago, IL from April 2003 to February 2006 and worked in Business Development for Links Technology, Schaumburg, IL from June 2001 to April 2003.

Christian Burr joined us in March 2006. Previously he was Channel Manager for Yum Brands, Dallas, TX from November 2002 to March 2006 and Brand Manger, Director of Development for Choice Hotels International, Silver Spring, MD from September 1996 to April 2002.

Patrick Cunningham joined us in April 2005. Previously he was Vice President – Worldwide Development for McDonald's Corporation, Oakbrook, IL from 1988 to March 2005.

Maureen DiStephano joined us in January 2007. Previously she was an employee of Mom's Pizza, Philadelphia, PA from February 2004 to December 2006; Director of APOD Development for Dunkin' Brands from October 2003 to January 2004; and Franchise Director for Popeyes Chicken, Atlanta, GA from January 1998 to October 2003.

Daniel Edwards joined us in August 2006. Previously he was Vice President of Franchise Development for The Retail Brand Group, LLC (Sodexho), Gaithersburg, MD from September 2005 to August 2006 and Senior Brand Manager for The Retail Brand Group, LLC (Sodexho), Gaithersburg, MD from March 2001 to September 2005.

Martha Flynn joined us in September 2007. Previously she was Senior Director, Promotions and Sponsorships for Burger King Corporation from October 2005 to August 2007 and Senior Director, Premiums Supply Chain/Director, Corporate Attorney for Restaurant Services, Inc. (Burger King Purchasing Co-op) from January 2000 to October 2005

Robert Gerstenfeld joined us in September 2006. Previously he was Manager, Business Development for Burger King Corp. from December 2001 to August 2006.

Robert Hiller joined us in May 2006. Previously he was Consultant for Boy In the Hood LLC from 2003 to 2005 and self employed/Managing Partner Grinders Restaurants from 1996 to 2003

Janice Lileck joined us October 22, 2007. Previously she was District Manager for Compass Group, Charlotte, NC (October 2003 to October 2007) and Accountant, Payroll Director GM, Marketing for Sodexho/Wood Company (November 1990 to October 2003).

Paul McFarlane joined us in March 2004. Previously he was Fresh Foods Specialist for Harris Teeter Inc., Matthews, NC from August 1998 to March 2004.

Greg Michael joined us in July 2006. Previously he was Vice President Franchising for Hooters of America, Inc., Atlanta, GA from 1989 to 2003.

Prabashinee Moodley joined us in January 2006. Previously she was Development Manager for McDonald's USA LLC, Oak Brook, IL from January 2002 to January 2006 and Property Network Developer for McDonald's South Africa, Woodlands Creek, IL from October 1996 to December 2000.

Michael Quinn joined us in March 2006. Previously he was General Manger for HMS Host, East Boston, MA from September 2004 to March 2006, General Manager for OTG Management Inc., Jamaica, NY from September 2003 to July 2004 and Food Service Director for Creative Host Services – School Division, Natick, MA from July 2002 to August 2003.

Doug Rainey joined us in September 2005. Previously he was President and CEO of Jotrali Enterprises, Oak Brook, Illinois from October 2003 to August 2005 and Director of Development, and other positions, for McDonald's Corp. Oak Brook, IL from June 1975 to November 2002.

Fred Rheaume joined us in May 2006. Previously he was Project Manager for U.S. Sugar Corp., Clewiston, FL from August 2003 to November 2005 and Project Manager, General Dynamics, Taunton, MA from March 2001 to March 2003.

Shatyra "Shaun" Smith joined us July 9, 2007. Previously she was Exchange Analyst for Investment Property Exchange Services, Chicago, IL from August 2005 to February 2007 and Franchise Manager for Bally Total Fitness, Chicago, IL from October 2004 to August 2005.

Reginald Wright joined us January 16, 2007. Previously he was National sales Manager – Naturalizer Division for Brown Shoe Company, St. Louis, MO from 2003 to 2006 and Regional Sales Manager – Harley-Davidson Division, Rockford, MI from 2000 to 2003.

#### STATE LAWS ON SELECTED MATTERS

#### Franchisee Relationship Statutes (Including Renewal and Termination Rights)

These states have statutes which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. § 70-807]; CALIFORNIA [Bus. & Prof. Code §§ 20000-20043]; CONNECTICUT [Gen. Stat. § 42-133e *et seq.*]; DELAWARE [Code Ann. tit. 6, Chap. 25, §2551 et seq.]; HAWAII [Rev. Stat. § 482E-1]; ILLINOIS [Stat. 815 ILCS 705/1-44]; INDIANA [Stat. § 23-2-2.7]; IOWA [Code §§ 523H.1-523H.17]; MICHIGAN [Stat. § 19.854(27)]; MINNESOTA [Stat. § 80C.14]; MISSISSIPPI [Code § 75-24-51]; MISSOURI [Stat. § 407.400]; NEBRASKA [Rev. Stat. § 87-401]; NEW JERSEY [Stat. § 56:10-1]; SOUTH DAKOTA [Codified Laws § 37-5A-51]; VIRGINIA [Code § 13.1-517 - -13.1-564]; WASHINGTON [Code § 19.100.180]; WISCONSIN [Stat. § 135.03]. These and other states may have court decisions which may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise, venue for disputes and governing law.

With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute 80C.14 subdivisions 3, 4 and 5 which, except in certain specific cases, require that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement.

With respect to franchises governed by South Dakota law, for defaults under the Franchise Agreement for which there is no cure period, or a cure period of less than 30 days, Franchisee will have 30 days following written notice to cure such default.

#### **Post-Term Covenants Not To Compete:**

These states have statutes which may limit our ability to restrict your activity after the franchise agreement has ended: California Business and Professions Code Section 16, 600, Florida Statutes Section 542.33, Indiana Code Section 23-2-2.7-1(9), Michigan compiled Laws Section 445.771 et. seq., Montana Codes Section 30-14-201, North Dakota Century Code Section 9-08-06, Oklahoma Statutes Section 15-217-19, Washington Code Section 19.86.030. Other states have court decisions limiting our ability to restrict your activity after the franchise agreement has ended.

In addition, the South Dakota Division of Securities requires the following statement be included in this appendix "Covenants not to compete upon termination or expiration of the franchise agreement are generally unenforceable in the State of South Dakota except in certain instances as provided by law."

#### **Termination upon Bankruptcy:**

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

#### **Liquidated Damages Provisions:**

The following states have statutes which restrict or prohibit the imposition of liquidated damage provisions: California [Civil Code Section 1671], Indiana [1C 23-2-2.7-1(10)], Minnesota [Rule 2860.4400J], South Dakota [Civil law 53-9-5]. State courts also restrict the imposition of liquidated damages. The imposition of liquidated damages is also restricted by fair practice laws, contract law and state and federal court decisions.

In addition, with respect to franchises governed by Minnesota or South Dakota law, liquidated damages provisions may be void.

The foregoing lists may not include all state laws on the selected matters. Consult with your own attorney or the state agency responsible for franchising in your state.

Revised Appendix I/0308

# SCHEDULES/ADDENDUM TO CONTRACTS REQUIRED BY VARIOUS STATES

Appended hereto is a copy of the indicated schedule/addendum required by the various states:

### <u>Hawaii</u>

•Addendum to FDD

### <u>Illinois</u>

•Schedule IL to Franchise Agreement

•Addendum to Store Development Agreement

### <u>Michigan</u>

•Michigan Addendum to FDD and Franchise Agreement

### <u>Minnesota</u>

•Schedule MN to Franchise Agreement

### **Rhode Island**

•Schedule RI to Franchise Agreement and FDD

#### ADDENDUM TO HAWAII DISCLOSURE DOCUMENT

THESE FRANCHISES WILL BE/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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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 DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

#### THIS 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.

Each provision of this Addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Hawaii Franchise Investment Law, Hawaii Rev. State. §§ 482E, et seq., are met independently without reference to this Addendum to the Disclosure Document.

### DUNKIN' DONUTS SUPPLEMENTAL INFORMATION [Required to be inserted by the State of Hawaii]

1.	States in which this proposed registration application is effective: Minnesota and Hawaii.
	There are additional states for which we maintain exemptions from registration.
2.	States in which this proposed registration application is or will be shortly on file: None
3.	States that have refused to register this franchise offering: None.
4.	<ul> <li>States that have revoked or suspended the right to offer franchises:</li> <li><u>Illinois</u>: For a limited period of time, Dunkin' Donuts maintained a special franchise registration for a limited area of Chicago in addition to Dunkin' Donuts' general Illinois registration. Following withdrawal of the special registration, Dunkin' Donuts discovered that 4 franchisee's who should have received the special disclosure document had been given the general disclosure document. Franchisor advised the Illinois Attorney General. The general registration was suspended for 2 days while Franchisor provided notice of the violation to the 4 franchisees. Registration thereafter reinstated.</li> </ul>
	<u>Minnesota</u> : Annual renewal delayed pending modification of franchise agreement; revoked pending submission of renewal material. Subsequent application approved. <u>Washington</u> : Registration suspended to permit certain amendments and thereafter reinstated.
5.	States in which this proposed registration of these franchises has been withdrawn within the last five years, and the reasons for revocation or suspension:

None.

<u>Source of Funds for Establishing New Franchises</u>: The total costs to franchisor for performing pre-opening obligations to provide goods or services in connection with establishing each franchise range between \$14,600 and \$17,600. These costs are paid entirely from the initial franchise fee.

#### SPECIAL TERMS AND CONDITIONS APPLICABLE IN THE STATE OF ILLINOIS

#### SECTIONS 16.6: CHOICE OF LAW

Section 4 of the Illinois Franchise Disclosure Act of 1987 provides as follows:

#### Jurisdiction and Venue

Section 4. Any provision in a franchise agreement which designates jurisdiction or venue in a forum outside of this State is void with respect to any cause of action which otherwise is enforceable in this State, provided that a franchise agreement may provide for arbitration in a forum outside of this State.

The Illinois Attorney General's Office has taken the position that the foregoing provision applies to the choice of which state's law shall govern this Agreement. Accordingly, the Franchise Agreement is hereby amended by adding the following thereto:

"To the extent that Section 16.6 of this Agreement conflicts with or is unenforceable under Section 4 of the Illinois Franchise Disclosure Act of 1987, the provisions of said Section 4 shall apply."

#### SECTION 16.6: ENTIRE AGREEMENT

The Illinois Attorney General's Office has taken the position that Section 16.6 of the Franchise Agreement shall not apply to representations contained in the Franchise Disclosure Document. Accordingly, the Franchise Agreement is hereby amended by adding the following thereto:

"To the extent that Section 16.6 of this Agreement conflicts with or is unenforceable under Illinois law, Section 16.6 of the Agreement is amended to add "other than the representations contained in the Franchise Disclosure Document" following "no other representation" and prior to "having induced FRANCHISEE."

#### SECTIONS 15.0 and 16.7: WAIVER OF COMPLIANCE

Section 41 of the Illinois Franchise Disclosure Act of 1987 provides as follows:

Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

The Illinois Attorney General's Office has taken the position that Section 15.0 and Section 16.7 would effectively constitute a waiver of FRANCHISEE's rights under Illinois law and such waiver is not permissible under said Section 41.

To the extent required by Section 41 of the Illinois Franchise Disclosure Act of 1987, Section 15.0 and Section 16.7 of the Franchise Agreement are hereby null and void.

Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this addendum.

FRANCHISOR:

FRANCHISEE:

#### 03/29/07

#### STORE DEVELOPMENT AGREEMENT REQUIRED BY THE ILLINOIS FRANCHISE AND DISCLOSURE ACT OF 1987

The following provisions are added to the Store Development Agreement ("SDA") to the extent required by the Illinois Franchise and Disclosure Act of 1987:

- 1. Section 10.B. of the SDA, entitled "Waiver of Rights" shall be supplemented by the addition of the following paragraph: "Any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void. This Section shall not prevent any person from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code."
- 2. Section 11.B of the SDA, shall be supplemented by the addition of the following paragraphs:

"Any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 is void."

"Any provision in a franchise or franchise related agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois, provided that such agreement may provide for arbitration in a forum outside of Illinois."

Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the same date as the Agreement.

LICENSOR

Name: Title: LICENSEE

\*\_\_\_\_\_ a \*\*\_\_\_\_\_

Name:

Title:

\*insert corporate or partnership name, if any \*\*insert state of origin and type of entity

LICENSEE (Individual)

Name:

Name:

#### NOTICE REQUIRED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

The following statement is required to be provided to you under the Michigan Franchise Investment Law. By providing this statement, we do not represent or warrant that any of the following provisions of the law are enforceable. We reserve the right to contest the enforceability of any of the following provisions.

# The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchise to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the

assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

# 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:

Michigan Department of Attorney General Consumer Protection Division Attn: Franchise 670 Law Building Lansing, Michigan 48913 (517) 373-7117.

#### 03/28/08

#### SPECIAL TERMS AND CONDITIONSOF THE FRANCHISE AGREEMENT and the DUNKIN' DONUTS DISCLOSURE DOCUMENT APPLICABLE IN THE STATE OF MINNESOTA

The Minnesota Department of Commerce requires DUNKIN' DONUTS to include the following provisions in the FRANCHISE AGREEMENT and the DUNKIN' DONUTS DISCLOSURE DOCUMENT. The following provisions amend the Franchise Agreement and Disclosure Document to the extent they are required and/or enforceable under Minnesota and/or United States law.

#### Section 9 of the Franchise Agreement and Item 13 of the Disclosure Document

DUNKIN' DONUTS will protect FRANCHISEE's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify FRANCHISEE from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

### Section 15.0 of the Franchise Agreement and Item 17 of the Disclosure Document

(as acknowledged at FRANCHISEE's signature lines)

Any references to arbitration must comply with Minn. Rule 2860.4400J. Arbitration thereunder are required to be voluntary. This rule provides that FRANCHISEE cannot waive his rights to a trial.

#### Section 14.0 of the Franchise Agreement and Item 17 of the Disclosure Document

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

Notice of termination under Minnesota law is effective immediately upon receipt where the alleged grounds for termination or cancellation are:

- (1) voluntary abandonment of the franchise relationship by the franchisee; or
- (2) the conviction of the franchisee of an offense directly related to the business conducted pursuant to the franchise; or

(3) failure to cure a default under the franchise agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type, or other commercial symbol after the franchisee has received written notice to cure of at least 24 hours in advance thereof;

Minnesota law provides that no person may terminate or cancel a franchise except for good cause. "Good cause" is defined thereunder as failure by the franchise to substantially comply with the material and reasonable franchise requirements imposed by the franchisor, including, but not limited to: (1) the bankruptcy or insolvency of the franchisee; (2) assignment for the benefit of creditors or similar disposition of the assets of the franchise business; (3) voluntary abandonment of the franchise business; (4) conviction or a plea of guilty or no contest to a charge of violating any law relating to a franchise business; or (5) any act by or conduct of the franchisee which materially impairs the goodwill associated with the franchisor's trademark, trade name, service mark, logo type, or other commercial symbol.

#### Section 16.6 of the Franchise Agreement and Item 17 of the Disclosure Document

Minn. Stat. Sec. 80C.21 provides that a franchisor may not in any way abrogate or reduce any rights of a franchisee as provided for in Minnesota Statutes Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

FRANCHISOR:

FRANCHISEE:

03/29/07

#### SPECIAL TERMS AND CONDITIONS APPLICABLE IN THE STATE OF RHODE ISLAND

The Rhode Island Department of Business Regulation, Securities Division requires FRANCHISOR to include the following provisions in the FRANCHISE AGREEMENT and the DUNKIN' DONUTS DISCLOSURE DOCUMENT. The following provisions amend the FRANCHISE AGREEMENT and DISCLOSURE DOCUMENT to the extent they are required and/or enforceable under Rhode Island and/or United States law. This addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to Disclosure Document and Franchise Agreement.

#### Section 16.6 of the Franchise Agreement and Item 17. of the Disclosure Document:

S 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FRANCHISOR:

FRANCHISEE:

# **APPENDIX III**

# DUNKIN' DONUTS RETAIL OPERATIONS MANUAL

Introduction	24 pages
Coffee	58 pages
Overview Inventory Management Coffee By The Pound Merchandising Equipment Workstation Processes and Recipes Final Product Specifications	
Espresso-based Beverages	35 pages
Overview Inventory Management Equipment Workstation Processes and Recipes Final Product Specifications Daily Measurements	
Other Hot Beverages	17 pages
Overview Inventory Management Equipment Workstation Processes and Recipes Final Product Specifications	
Coolatta ®	16 pages
Overview Inventory Management Equipment Processes and Recipes Final Product Specifications Troubleshooting	
Other Cold Beverages	8 pages
Overview Inventory Management Equipment Processes and Recipes	
Beverage Equipment	109 pages
Overview High-Volume Brewers Carafe Brewers Iced Coffee Brewer Espresso Machine	

Hot Beverage Machine Dairy Dispenser Server Pump Dispenser Sugar Dispenser Taylor Freezer Machine Soft Drink Dispenser Ice Machine Water Filter Scale Food Probe Thermometer		
Breakfast Sandwiches and Bagels with Spreads		23 pages
Overview Inventory Management Equipment Workstation Processes and Recipes Product Specifications		
Breakfast Sandwich Equipment		20 pages
Overview Microwave Ovens Hot Holding Unit Turbo Toaster Bagel Saber Thermometer		
Bagels		20 pages
Overview Inventory Management Equipment Workstation Processes and Recipes Product Specifications		
Muffins		16 pages
Overview Inventory Management Equipment Workstation Processes and Recipes Product Specifications		
Other Bakery Products		28 pages
Overview Inventory Management Equipment Bakery Workstation Processes and Recipes Product Specifications		
Bakery Products Equipment		13 pages
Overview Ovens Proof Box Thermometer		
	TOTAL	387 pages

### RETAIL FOOD SAFETY SYSTEM TABLE OF CONTENTS

INTRODUCTION	9 pages
Who We Are	
The Retail Food Safety System (RFSS)	
Food Safety Hazards	
Foodborne Illness	
Implementing the RFSS	
FOOD SAFETY MANAGEMENT	54 pages
Overview	
Employee Health	
Personal Hygiene	
Hand Washing	
Thermometer Calibration and Usage	
The Flow of Food	
Sanitation and Chemical Control	
Special Equipment Requirements	
Master Sanitation Schedule	
Chemical Control	
Physical Premises	
Integrated Pest Management	
Training	
SELF ASSESSMENT	11 pages
Overview	
Self Assessment Process	
Coliform Testing	
ATP Testing	
Continuous Improvement	
Restaurant Inspection Requirement	
CRISIS MANAGEMENT AND IMMINENT HEALTH HAZARDS	12 pages
Overview	
Handling a Food Safety Crisis Situation	
Boil Water Advisory/Notice	
Power Outage	
Food Security	
Contact Numbers	
GLOSSARY	4 pages
APPENDIX	54 pages
Approved Chemical List	
Baskin-Robbins Shelf-Life Grid	
Coliform Interpretation Guide	
Cooking/Reheating Form	
Daily Cleaning Grid	
Documentation Requirements	
Dunkin' Donuts Shelf-Life Grid	

Employee Health Requirements Employee Illness Form Foodborne Illness Outbreak Examples Hepatitis A Fact Sheet Hot/Cold Holding Form Master Sanitation Schedule Minimum QA Design Requirements Proper Handwashing Poster **Receiving Form** Refrigerated Storage Form Self-Assessment Form Standardized Cooling Form Hepatitis A Fact Sheet Supplies and Smallwares List Three Compartment Sink Planogram Togo's East Shelf-Life Grid Togo's West Shelf-Life Grid

TOTAL 144 pages

# GUEST SERVICES TABLE OF CONTENTS

MAKE IT THE BEST PART OF THEIR DAY	21 pages
Introduction	
A "Make It the Best Part of Their Day" Culture	
Meeting and Exceeding Guest Expectations	
Elements of Hospitality	
Deploying for Hospitality	
SERVICE BASICS	51 Pages
Introduction	
Service Basics	
Uniform and Grooming Standards	
Speed of Service	
Suggestive Selling	
Order Accuracy	
Accepting Payments	
Special Order Procedures	
Drive-thru Service Basics	
Guests with Special Needs	
Guest Recovery	
TEAM SERVICE OPERATING SYSTEM	25 Pages
Introduction	
Six Steps of Service	
Team Service Process	
EVALUATING SERVICE	16 Pages
Overview	
Evaluate the Restaurant for Guest Focus	
Performance Measurement Tools	
Service Timings Form	
The Retail Food Safety System (RFSS) Self Assessment	
Current Standards Assessment Tool	

TOTAL 113 PAGES

#### RESTAURANT MANAGEMENT SYSTEMS TABLE OF CONTENTS

INTRODUCTION		5 pages
Overview		
The Restaurant Management Systems I	Process	
RESTAURANT MANAGEMENT		35 Pages
Overview		
Structure and Organization		
Management Scheduling		
Communication and Documentation Te	pols	
SHIFT MANAGEMENT		64 Pages
Overview		
Shift Management Process		
The Role of the Shift Manager		
Shift Management Procedures		
PEOPLE MANAGEMENT		28 Pages
Overview		
Recruitment and Selection		
Orientation		
Training and Development		
Retention		
Performance Appraisals		
Personnel and Government Policies		
HEALTH AND SAFETY		43 Pages
Overview		
Retail Food Safety System (RFSS)		
Food-Related Injuries and Illnesses		
Restaurant Safety and Security		
Crisis Management		
CLEANING SYSTEMS		16 Pages
Overview		
Restaurant Cleaning and Maintenance		
Regular Care of Building and grounds		
MEASURING RESTAURANT PERFORM	MANCE	13 Pages
Overview		
Current Standards Assessment Tool		
Retail Food Safety System (RFSS) Sel	f-Assessment	
Targeted Standards Assessment (TSA)		
Service Timings Form		
FORECASTING		8 Pages
Overview		

Maintaining Sales History		
Forecasting Sales Volume and Guest Counts		
Using Forecasts		
LABOR MANAGEMENT		27 Pages
Overview		
Creating a Line Bar Template		
Creating a Weekly Schedule		
Daily Monitoring		
Hourly Tracking		
Troubleshooting		
Controlling Labor Costs		
INVENTORY MANAGEMENT		37 Pages
Overview		
Determining Product Needs		
Ordering		
Receiving		
Storage		
Preparation		
Taking Inventory		
Controlling Inventory Costs		
CASH MANAGEMENT		31 Pages
Overview		
General Cash Control Practices		
Opening Cash Procedures		
Cash Management During Shifts		
Cash Management at Shift Change		
Pre-Close Cash Management		
Cash Management at Closing		
SALES BUILDING		17 Pages
Overview		
Increasing Frequency of Guest Visits		
Increasing Guest Check Amounts		
Attracting Guests Through Marketing		
WEEKLY FLASH REPORT		5 Pages
Completing the Weekly Flash Report		
MANAGER'S TOOLKIT		7 Pages
	TOTAL	336 pages

### ELECTRONIC PAYMENT OPERATIONS MANUAL TABLE OF CONTENTS

INTRODUCTION	5 pages
CREDIT CARD INFORMATION	17 pages
DUNKIN' DONUTS CARD INFORMATION	7 pages
SHARP 3300 INTEGRATED	46 pages
RECONCILIATION SUPPORT OPTION	1 page
DUNKIN DONUTS CARD AND CREDIT CARD TRANSACTION TEST	1 page
STORE READINESS PROCESS	1 page
STORE TRANSFER	2 pages
TRAINING GUIDELINES	1 page
CREDIT CARD TIPS	1 page
DUNKIN' DONUTS CARD TIPS	2 pages
CREW TIPS	1 page
MANAGER TIPS	1 page
FREQUENTLY ASKED QUESTIONS	5 pages
GLOSSARY	4 pages
FORMS	6 pages
TOTAL	101 pages

# New England

States:			
Maine			
Vermont			
New Hampshi	re		
Massachusetts			
Connecticut	(except: Fairfield county)		
Rhode Island	Faimeid County)		

### New York Metro

Counties within States:				
New York	New Jersey	Connecticut		
Bronx	Bergen	Fairfield		
Dutchess	Essex			
Nassua	Hudson			
New York	Hunterdon			
Orange	Mommouth			
Putnam	Morris			
Queens	Ocean			
Richmond	Pasaic			
Rockland	Summerset			
Suffolk	Union			
Sullivan	Warren			
Ulster				
Westchester				

# Upstate New York

Counties within States:			
New York	Pennsylvania		
Albany	McKean		
Allegany	Tioga		
Broome	Potter		
Cattaraugus	1 01101		
Cayuga			
Chautauqua			
Chemung			
Chenango			
Clinton Columbia			
Cortland			
Delaware			
Erie			
-			
Essex			
Franklin			
Fulton			
Genesee			
Greene			
Hamilton			
Herkimer			
Jefferson			
Lewis			
Livingston Madison			
Monroe			
Montgomery			
Niagara			
Oneida			
Onondaga			
Ontario			
Orleans			
Oswego			
Otsego			
Rensselaer			
Saratoga			
Schenectady			
Schoharie			
Schuyler			
Seneca			
St. Lawrence			
Steuben			
Tioga			
Tompkins			
Warren			
Washington			
Wayne			
Wyoming Yates			
1 alto			

# Baltimore/Washington/Pennsylvania

States:		Counties within States:		
Maryland	(except the following	Delaware	Dist. of Columbia	West Virginia
	county:	Kent	Dist. of Columbia	Berkeley
	Garrett	New Castle		Grant
Pennsylvania	(except the following:			Hampshire
	counties:			Hardy
	McKean			Jefferson
	Potter			Mineral
	Tioga)			Morgan
Virginia				Pendleton

# Southeast

	States:	Counties within States:
Alabama		Ohio
Florida		Coshocton
Georgia		Crawford
Kentucky	(except the	Delaware
	following counties:	Fairfield
	Ballard	Fayette
	Caldwell	Franklin
	Calloway	Hardin
	Carlisle	Hocking
	Crittenden	Knox
	Daviess	Licking
	Fulaton	Madison
	Graves	Marion
	Hancock	Morgan
	Henderson	Morrow
	Hickman	Perry
	Hopkins	Pickaway
	Livingston	Pike
	Lyon	Ross
	Maclean	Union
	Marshall	
	McCracken Mublemberg	
	Muhlenberg Ohil	
	Union	
	Webster)	
N. Carolina	,	
S. Carolina		
Tennessee	(except the	
	following counties:	
	Lake	
	Obion	
	Weakley	
	Carroll	
	Decatur Hardin	
	Henderson	
	Madison	
	Chester	
	Crockett	
	Dyer	
	Fayette	
	Gibson	
	Hardeman	
	Haywood Lauderdale	
	McNairy	
	Shelby	
	Tipton)	

### <u>Midwest</u>

States:	Counties within States:				
	lowa	Kentucky	Louisiana	Maryland	
Illinois	Clinton	Ballard	Acadia	Garrett	
	Des Moines	Caldwell	Allen		
Indiana	Henry	Calloway	Davis		
	Jackson	Carlisle	Evangeline		
Michigan	Lee	Daviess	Iberia		
	Louisa	Fulton	Jefferson		
Mississippi	Muscatine	Graves	Lafayette		
	Scott	Hancock	St. Landry		
		Henderson	St. Martin		
Wisconsin		Hickman	Vermilion		
Except the following counties:		Livingston			
Ashland		Lyon			
Baron		Marshall			
Bayfield		McCracken			
Burnett		McLean			
Crawford		Muhlenberg			
Douglas		Ohio			
Dunn		Union			
Iron		Webster			
Pepin					
Pierce					
Polk					
Sawyer					
St. Croix					
Washburn)					

# <u>Midwest</u>

	Counties within States				
Minnesota	Missouri	Ohio	Ohio (cont.)		
Winona	Scotland	Adams	Lorain		
Houston	Macon	Allen	Licking		
	Marion	Ashland	Logan		
	Monroe	Ashtabula	Lucas		
	Knox	Athens	Madison		
	Ralls	Auglaize	Mahoning		
	Clark	Belmont	Marion		
	Shelby	Brown	Median		
	Lewis	Butler	Meigs		
		Carroll	Mercer		
		Champaign	Miami		
		Clark	Monroe		
		Clermont	Montgomery		
		Clinton	Morgan		
		Coshocton	Morrow		
		Crawford	Muskingum		
		Columbiana	Noble		
		Cuyahoga	Ottawa		
		Darke	Paulding		
		Defiance	Perry		
		Delaware	Pickaway		
		Erie	Pike		
		Fairfield	Portage		
		Fayette	Preble		
		Franklin	Putnam		
		Fulton	Richland		
		Gallia	Ross		
		Geauga	Sandusky		
		Greene	Scioto		
		Guernsey	Seneca		
		Hamilton	Shelby		
		Hancock	Stark		
		Hardin	Summit		
		Harrison	Trumbull		
		Henry	Tuscarawas		
		Highland	Union		
		Hocking	Van Wert		
		Holmes	Vinton		
		Huron	Warren		
		Jackson	Washington		
		Jefferson	Wayne		
		Knox	Williams		
		Lake	Wood		
		Lawrence	Wyandot		

# **Frontier**

	States:		Counties withir	n States:
Arizona	(except the following	Nevada	Oregon	Washington
	county:	Clark	Benton	Chelan
	Yuma)	Elko	Coos	Clallam
Arkansas		Eureka	Douglas	Grays Harbor
Colorado		Lander	Lane	Island
Idaho		Lincoln		Jefferson
lowa	(except the following:	Nye		King
	Counties	White Pine		Kitsap
	Clinton			Lewis
	Des Moines			Mason
	Henry			Pacific
	Jackson			Pierce
	Lee			Skagit
	Muscatine			Snohomish
	Scott)			Thurston
Kansas		<u> </u>		Whatcom
Louisiana	(except the following			
	counties:			
	Acadia			
	Allen			
	Evangeline			
	Iberia			
	Jefferson Davis			
	Lafayette			
	St. Landry St. Martin			
	Vermillion)			
Minnesota	(except the following			
winnesota	counties:			
	Houston			
	Winona)			
Missouri	(except the following	4		
MISSOUT	counties:			
	Clark			
	Knox			
	Lewis			
	Macon			
	Marion			
	Monroe			
	Ralls			
	Scotland			
	Shelby)			
Montana				
Nebraska				
New Mexico				
North Dakota		ĺ	•	
Oklahoma		1		
South Dakota		1		
Texas		1		
		-11		
Utah				

# Golden West

States:		Counties	within States:
California	(except the following counties:	Arizona	Oregon
		Yuma	Cury
	Alpine		Deschutes
	Lassen		Jackson
	Mono)	Josephine	
			Klamath
			Lake

# SELECT DESIGNATED MARKET AREAS (DMAs)

The following is a list of counties that are included in select Designated Market Areas (DMAs) as defined by Nielson Television Media Marketing and used in this UFOC.

Albany, NY DMA	Albuquerque Santa Fe DMA	Atlanta DMA		Baltimore DMA
Counties:	Counties:	Counties:		Counties:
Albany County	Apocho County	Ponko County	Ocence County	Anne Arundel County
Albany County	Apache County	Banks County	Oconee County Oglethorpe	
Bennington County	Bernalillo County	Barrow County	County	Baltimore City
Berkshire County	Catron County	Bartow County	Paulding County	Baltimore County
Columbia County	Chaves County	Butts County	Pickens County	Caroline County
Delaware County	Cibola County	Carroll County	Pike County	Carroll County
Fulton County	Colfax County	Chattooga County	Putnam County	Cecil County
Greene County	Costilla County	Cherokee County	Rabun County	Dorchester County
Hamilton County	De Baca County	Clarke County	Randolph County	Harford County
Herkimer County	Eddy County	Clay County	Rockdale County	Howard County
Montgomery County	Grant County	Clayton County	Spalding County	Kent County
Rensselaer County	Guadalupe County	Cleburne County	Towns County	Queen Anne's County
Saratoga County	Harding County	Cobb County	Troup County	Talbot County
Schenectady County	Hidalgo County	Coweta County	Union County	,
Schoharie County	La Plata County	Dawson County	Upson County	
Warren County	Lea County	DeKalb County	Walton County	1
Washington County	Lincoln County	Douglas County	White County	
	Los Alamos County	Fannin County		
	Luna County	Fayette County		
	McKinley County	Floyd County		
	Montezuma County	Forsyth County		
	Mora County	Fulton County		
	Otero County	Gilmer County		
	Rio Arriba County	Gordon County		
	San Juan County	Greene County		
	San Miguel County	Gwinnett County		
	Sandoval County	Habersham County		
	Santa Fe County	Hall County		
	Sierra County	Haralson County		
	Socorro County	Harris County		
	Taos County	Heard County		
	Torrance County	Henry County		
	Valencia County	Jackson County		
	•	Jasper County		
		Lamar County		
		Lumpkin County		
		Madison County		
		Meriwether County		
		Morgan County		
		Newton County		

Bangor DMA	Binghamton DMA	Boston DMA	Buffalo DMA	Burlington DMA
<u>Counties:</u>	<u>Counties:</u>	<u>Counties:</u>	<u>Counties:</u>	Counties:
Aroostook County	Broome County	Barnstable County	Allegany County	Addison County
Hancock County	Chenango County	Belknap County	Cattaraugus County	Caledonia County
Kennebec County	Delaware County	Bennington County	Chautauqua County	Chittenden County
Penobscot County	Madison County	Cheshire County	Erie County	Clinton County
Piscataquis County	Tioga County	Dukes County	Genesee County	Essex County
Somerset County		Essex County	Livingston County	Franklin County
Waldo County		Hillsborough County	McKean County	Grafton County
Washington County		Merrimack County	Niagara County	Grand Isle County
		Middlesex County	Orleans County	Lamoille County
		Nantucket County	Potter County	Orange County
		Norfolk County	Tioga County	Orleans County
		Plymouth County	Wyoming County	Rutland County
		Rockingham County		Sullivan County
		Strafford County		Washington County
		Suffolk County		Windsor County
		Windham County		
		Worcester County		

Charlotte DMA	Chicago DMA	Cincinnati DMA	Cleveland DMA	Dallas-Ft Worth DMA
Counties:	Counties:	Counties:	Counties:	Counties:
Alexander County	Boone County	Adams County	Ashland County	Anderson County
Alleghany County	Cook County	Boone County	Ashtabula County	Bosque County
Anson County	DeKalb County	Bracken County	Carroll County	Collin County
Ashe County	DuPage County	Brown County	Columbiana County	Comanche County
Avery County	Grundy County	Butler County	Coshocton County	Cooke County
Burke County	Iroquois County	Campbell County	Cuyahoga County	Dallas County
Cabarrus County	Jasper County	Carroll County	Erie County	Delta County
Caldwell County	Kane County	Clermont County	Geauga County	Denton County
Catawba County	Kankakee County	Clinton County	Holmes County	Ellis County
Chester County	Kendall County	Dearborn County	Huron County	Erath County
Chesterfield County	La Salle County	Franklin County	Lake County	Fannin County
Cleveland County	Lake County	Gallatin County	Lorain County	Freestone County
Gaston County	Lake County	Grant County	Medina County	Hamilton County
Iredell County	LaPorte County	Hamilton County	Morrow County	Henderson County
Kershaw County	Marshall County	Highland County	Portage County	Hill County
Lancaster County	McHenry County	Jennings County	Richland County	Hood County
Lincoln County	Newton County	Kenton County	Stark County	Hopkins County
McDowell County	Porter County	Mason County	Summit County	Hunt County
Mecklenburg County	Starke County	Ohio County	Tuscarawas County	Jack County
Montgomery County	Will County	Owen County	Wayne County	Johnson County
Richmond County		Pendleton County		Kaufman County
Rowan County		Ripley County		Lamar County
Stanly County		Robertson County		Montague County
Union County		Scioto County		Navarro County
Union County		Switzerland County		Palo Pinto County
Watauga County		Union County		Parker County
York County		Warren County		Rains County
				Rockwall County
				Somervell County
				Tarrant County
				Van Zandt County
				Wise County

Denve	r DMA	Detroit DMA	El Paso DMA	Elmira DMA
Cour	ities:	Counties:	Counties:	Counties:
Adams County	Pitkin County	Huron County	Culberson County	Chemung County
Alamosa County	Platte County		Dona Anna County	Livingston County
Albany County	Prowers County		Elpaso County	Lycoming County
Arapahoe County	Rio Blanco County	Livingston County	Hudspeth County	Schuyler County
Archuleta County	Rio Grande County	Macomb County		Tioga County
Boulder County	Routt County	Monroe County		
Box Butte County	Saguache County	Oakland County		
Campbell County	San Juan County	Sanilac County		
Carbon County	San Miguel County	St. Clair County		
Chaffee County	Sedgwick County	Washtenaw County		
Cheyenne County	Summit County	Wayne County		
Clear Creek County	Washington County			
Conejos County	Weld County			
Custer County	Yuma County			
Dawes County				
Delta County				
Denver County				
Deuel County				
Douglas County				
Eagle County				
Elbert County				
Elko County				
Eureka County				
Garden County				
Garfield County				
Gilpin County				
Grand County				
Gunnison County				
Hinsdale County				
Jackson County				
Jefferson County				
Keith County				
Kimball County				
Kit Carson County				
Lake County				
Larimer County				
Lincoln County				
Logan County				
Mineral County				
Moffat County				
Montrose County				
Morgan County				
Niobrara County				
Ouray County				
Park County				
Phillips County				

Fresno DMA	Ft. Myers DMA	Harrisburg DMA	Hartford New Haven DMA	Houston DMA
Counties:	Counties:	<u>Counties:</u>	<u>Counties:</u>	<u>Counties:</u>
Fresno County	Charlotte County	Adams County	Hartford County	Austin County
Kings County	Collier County	Berks County	Litchfield County	Brazoria County
Madera County	DeSoto County	Cumberland County	Middlesex County	Brazos County
Mariposa County	Glades County	Dauphin County	New Haven County	Calhoun County
Merced County	Hendry County	Huntingdon County	New London County	Chambers County
Tulare County	Lee County	Juniata County	Tolland County	Colorado County
		Lancaster County	Windham County	Fort Bend County
		Lebanon County		Galveston County
		Miflin County		Grimes County
		Northumberland County		Harris County
		Perry County		Jackson County
		Court County		Liberty County
		-		Matagorda County
				Montgomery County
				Polk County
				San Jacinto County
				Walker County
				Waller County
				Washington County
				Wharton County

Jacksonville DMA	Las Vegas DMA	Los Angeles DMA	Louisville DMA	Miami-Fort Lauderdale DMA
Counties:	Counties:	Counties:	Counties:	Counties:
Baker County	Clark County	Inyo County	Bartholomew County	Broward County
Bradford County	Lincoln County	Kern County	Breckinridge County	Miami-Dade County
Brantley County	Nye County	Los Angeles County	Bullitt County	Monroe County
Camden County		Orange County	Carroll County	
Charlton County		Riverside County	Casey County	
Clay County		San Bernardino County	Clark County	
Columbia County			Crawford County	
Duval County			Floyd County	
Glynn County			Grayson County	
Nassau County			Green County	
Pierce County			Hardin County	
Putnam County			Harrison County	
St. Johns County			Henry County	
Union County			Jackson County	
Ware County			Jefferson County	
			Jefferson County	
			Jennings County	
			Larue County	
			Marion County	
			Meade County	
			Nelson County	
			Oldham County	
			Orange County	
			Scott County	
			Shelby County	
			Spencer County	
			Taylor County	
			Trimble County	
			Washington County	
			Washington County	

Milwaukee DMA	Myrtle Beach DMA	Nashville	DMA	New Orleans DMA
Counties:	Counties:	Counties:		Counties:
Columbia County	Chesterfield County	Allen County	Williamson County	Hancock County
Dodge County	Clarendon County		Wilson County	Jefferson Parish
Jefferson County	Darlington County		White County	Lafourche Parish
Kenosha County	Dillon County	Butler County	F	Livingston Parish
Milwaukee County	Florence County	Cannon County		Orleans Parish
Ozaukee County	Georgetown County	Cheatham County		Pearl River County
Racine County	Hoke County	Christian County		Plaquemines Parish
Rock County	Horry County	Clay County		St. Bernard Parish
Sheboygan County	Marion County	Clinton County		St. Charles Parish
Walworth County	Marlboro County	Coffee County		St. Helena Parish
Washington County	Robeson County	Davidson County		St. James Parish
Waukesha County	Scotland County	Decatur County		St. John the Baptist
		DeKalb County		St. Tammany Parish
		Dickson County		Tangipahoa Parish
		Franklin County		Terrebonne Parish
		Giles County		Washington Parish
		Henry County		
		Hickman County		
		Houston County		
		Humphreys County		
		Jackson County		
		Lawrence County		
		Lewis County		
		Lincoln County		
		Logan County		
		Macon County		
		Marshall County		
		Maury County		
		Monroe County		
		Montgomery County		
		Moore County		
		Overton County		
		Perry County		
		Pickett County		
		Putnam County		
		Robertson County		
		Rutherford County		
		Simpson County		
		Smith County		
		Stewart County		
		Sumner County		
		Todd County		
		Trigg County		
		Trousdale County		
		Van Buren County		
		Warren County		

			Peoria -	
New York, NY DMA	Norfolk DMA	Orlando DMA	Bloomfield DMA	Philadelphia DMA
Counties:	Counties;	Counties:	Counties:	Counties:
Bergen County	Accomack County	Brevard County	Cass County	Atlantic County
Bronx County	Camden County	Flagler County	Fulton County	Berks County
Burlington County	Chesapeake City	Hernando County	Grundy County	Bucks County
Columbia County	Chowan County	Lake County	Livingston County	Burlington County
Dutchess County	Currituck County	Marion County	Marshall County	Camden County
Essex County	Dare County	Orange County	Mason County	Cape May County
Fairfield County	Gates County	Osceola County	McLean County	Chester County
Hudson County	Gloucester County	Seminole County	Peoria County	Cumberland County
Hunterdon County	Hampton city	Sumter County	Putnam County	Delaware County
Kings County	Hertford County	Volusia County	Stark County	Gloucester County
Mercer County	Isle of Wight County		Tazewell County	Kent County
Middlesex County	James City County		Woodford County	Lehigh County
Monmouth County	Mathews County			Mercer County
Morris County	Middlesex County			Montgomery County
Nassau County	Newport News city			New Castle County
New York County	Norfolk city			Northampton County
Ocean County	Northampton County			Philadelphia County
Orange County	Pasquotank County			Salem County
Passaic County	Perquimans County			
Pike County	Portsmouth city			
Putnam County	Prince George County			
Queens County	Southampton County			
Richmond County	Suffolk city			
Rockland County	Surry County			
Somerset County	Virginia Beach city			
Suffolk County	Williamsburg city			
Sullivan County	York County			
Sussex County				
Ulster County				
Union County				
Warren County				
Westchester County				

Phoenix DMA	Pittsburgh DMA	Portland, ME DMA	Presque Isle DMA	Providence DMA
<u>Counties:</u>	Counties:	Counties:	Counties:	Counties:
Apache County	Allegheny County	Androscoggin County	Aroostook County	Bristol County
Coconino County	Armstrong County	Belknap County	Penobscot County	Bristol County
Gila County	Beaver County	Carroll County		Kent County
Graham County	Butler County	Coos County		Newport County
Greenlee County	Cambria County	Cumberland County		Providence County
La Paz County	Clarion County	Franklin County		Washington County
Maricopa County	Fayette County	Kennebec County		
Mohave County	Forest County	Knox County		
Navajo County	Garrett County	Lincoln County		
Pima County	Greene County	Oxford County		
Pinal County	Indiana County	Sagadahoc County		
Yavapai County	Lawrence County	York County		
	Marion County			
	Monongalia County			
	Preston County			
	Venango County			
	Washington County			
	Westmoreland			
	County			

Rochester, NY DMA	Rockford DMA	Sacramento DMA	Salisbury DMA	Salt Lake City DMA
DIIIA	ROCKIOI U DINA			
Counties:	Counties:	Counties:	Counties:	Counties:
<u>Counties.</u>	<u>counties.</u>	Counties.	<u>counties.</u>	<u>counties.</u>
Livingston County	Boone County	Amador County	Kent County	Bear Lake County
Monroe County	Bureau County	Butte County	Somerset County	Beaver County
Ontario County	Lee County	Calaveras County	Sussex County	Box Elder County
Schuyler County	Ogle County	Colusa County	Wicomico County	Cache County
Wayne County	Stephenson County	El Dorado County	Worcester County	Carbon County
Yates County	Winnebago County	Mariposa County		Daggett County
		Nevada County		Davis County
		Placer County		Duchesne County
		Plumas County		Elko County
		Sacramento County		Emery County
		San Joaquin		
		County		Franklin County
		Sierra County		Garfield County
		Solano County		Grand County
		Stanislaus County		Iron County
		Sutter County		Juab County
		Tuolumne County		Kane County
		Yolo County		Millard County
		Yuba County		Morgan County
				Oneida County
				Piute County
				Rich County
				Salt Lake County
				San Juan County
				Sanpete County
				Sevier County
				Sublette County
				Summit County
				Sweetwater County
				Tooele County
				Uinta County
				Uintah County
				Utah County
				Wasatch County
				Washington County
				Wayne County
		1		Weber County
		1		White Pine County

		Springfield- Decatur-		
San Antonio DMA	San Francisco DMA	Champagne, IL DMA	Springfield, MA DMA	Syracuse DMA
Counties:	<u>Counties:</u>	Counties:	Counties:	Counties:
Atascosa County	Alameda County	Champaign County	Franklin County	Cayuga County
Bandera County	Contra Costa County	Christian County	Hampden County	Chenango County
Bexar County	Lake County	Clay County	Hampshire County	Cortland County
Caldwell County	Marin County	Coles County		Jefferson County
Comal County	Mendocino County	Cumberland County		Lewis County
DeWitt County	Napa County	De Witt County		Madison County
Dimmit County	San Francisco County	Douglas County		Oneida County
Edwards County	San Mateo County	Effingham County		Onondaga County
Frio County	Santa Clara County	Fayette County		Oswego County
Gillespie County	Solano County	Ford County		Schuyler County
Goliad County	Sonoma County	Iroquois County		Seneca County
Gonzales County		Jasper County		Tompkins County
Guadalupe County		Logan County		
Karnes County		Macon County		
Kendall County		Menard County		
Kerr County		Montgomery County		
Kinney County		Morgan County		
La Salle County		Moultrie County		
Lavaca County		Piatt County		
Maverick County		Sangamon County		
McMullen County		Shelby County		
Medina County		Vermilion County		
Real County				
Uvalde County				
Val Verde County				
Wilson County				
Zavala County				

Tampa Sarasota DMA	Tucson DMA	Utica DMA	Washington, DC DMA	W. Palm Beach DMA
			<b>J J J J J J J J J J</b>	
Counties:	Counties:	Counties:	Counties:	Counties:
Charlotte County	Cochise County	Chenango County	Alexandria City	Glades County
Citrus County	Pima County	Delaware County	Allegany County	Indian River County
Hardee County	Santa Cruz County	Fulton County		Martin County
Hernando County		Herkimer County	Arlington County	Okeechobee County
Highlands County		Madison County	Berkeley County	Palm Beach County
Hillsborough County		Oneida County	Calvert County	St. Lucie County
Manatee County		Otsego County	Carroll County	
Osceola County			Charles County	
Pasco County			Clarke County	
Pinellas County			Culpeper County	
Polk County			District of Columbia	
Sarasota County			Fairfax County	
			Fauquier County	
			Franklin County	
			Frederick County	
			Fredericksburg City	
			Fulton County	
			Grant County	
			Hampshire County	
			Hardy County	
			Jefferson County	
			King George County	
			Loudoun County	
			Mineral County	
			Montgomery County	
			Morgan County	
			Page County	
			Prince Georges	
			County	
			Prince William County	
			Rappahannock County	
			Shenandoah County	
			Spotsylvania County	
			St. Mary's County	
			Stafford County	
			Warren County	
			Washington County	
			Westmoreland County	
			Winchester City	

Wilkes Barre-Scranton DMA	Youngstown DMA
Counties:	<u>Counties:</u>
Bradford County	Carroll County
Carbon County	Columbiana County
Clinton County	Lawrence County
Columbia County	Mahoning County
Juniata County	Mercer County
Lackawanna County	Trumbull County
Luzerne County	
Lycoming County	
Monroe County	
Montour County	
Northumberland County	
Schuylkill County	
Snyder County	
Sullivan County	
Susquehanna County	
Tioga County	
Union County	
Wayne County	
Wyoming County	

Indianapolis DMA	Greensboro Highpoint Winston-Salem DMA	Greenville Spartanburg Ashville DMA
<u>Counties:</u>	Counties:	Counties:
Bartholomew County	Alamance County	Abbeville County
Blackford County	Alleghany County	Anderson County
Boone County	Caswell County	Buncombe County
Brown County	Davidson County	Cherokee County
Carroll County	Davie County	Elbert County
Cass County	Forsyth County	Franklin County
Clinton County	Guilford County	Graham County
Decatur County	Montgomery County	Greenville County
Delaware County	Patrick County	Greenwood County
Fayette County	Randolph County	Hart County
Fountain County	Rockingham County	Haywood County
Grant County	Stokes County	Henderson County
Hamilton County	Surry County	Jackson County
Hancock County	Wilkes County	Laurens County
Hendricks County	Yadkin County	Macon County
Henry County		Madison County
Howard County		McDowell County
Johnson County		Mitchell County
Lawrence County		Oconee County
Madison County		Pickens County
Marion County		Polk County
Miami County		Rutherford County
Monroe County		Spartanburg County
Montgomery County		Stephens County
Morgan County		Swain County
Owen County		Transylvania County
Putnam County		Union County
Randolph County		Yancey County
Rush County		
Shelby County		
Tipton County		
White County		

Note: The lists of currently operating and former franchisees for *Dunkin' Donuts/Baskin-Robbins combo* outlets is divided into regions as follows:

- 1 Connecticut
- 2 Maine3 Massachusetts

1 Florida

2 Georgia

1 Illinois

2 Indiana

4 Kansas

5 Michigan

6 Minnesota

3 Iowa

4 New Hampshire5 Rhode Island6 Vermont

5 Washington, DC

6 North Carolina

7 South Carolina

Delaware
 New Jersey

3 New York

4 Pennsylvania

	Central States	
1 Alabama	4 Ohio	
2 Kentucky	5 Tennessee	
3 Mississippi	6 West Virginia	

Mid-Atlantic States

- 3 Maryland4 Virginia
- Mid-West States

**Southeast States** 

- 7 Missouri 8 Nebraska 9 North Dakota 10 South Dakota 11 Wisconsin
- Arkansas
   Arizona
   California
   Colorado
   Hawaii
   Louisiana

## Southwest States

7 Nevada8 New Mexico9 Oklahoma10 Texas11 Utah

## Current Dunkin' Donuts/Baskin-Robbins Combo Franchisees

## Northeast States:

## Pc, Current Franchisee, Store Address, Phone Number

302984, Claude Stewart, Inc, 979 Main St Bridgeport, CT, 06604 4268, (203)335-8550 330458, James Williams, 777 Federal Rd Brookfield, CT, 06804 2038, (203)775-8334 300396, Dennis Tournas, 375 E Putnam Ave Cos Cob, CT, 06807 2501, (203)869-7454 310353, Michael Andreo, 141 Hebron Ave Glastonbury, CT, 06033 4223, (860)659-1324 338792, Frank D'Andrea, Jr., 177 Clinton St. Killingworth, CT, 06419 1433, (860)663-2233 339303, Nicholas Skroubelos, 133 Main St Monroe, CT, 06468 1609, (203)268-5718 330826, James Cain, 196 East Ave Norwalk, CT, 06855 1111, (203)855-5348 304368, James Cain, 458 Westport Ave Norwalk, CT, 06851 4424, (203)846-2908 340041, James Cain, 650 West Ave Norwalk, CT, 06850 4009, (203)299-0350 340418, John Moniz, 325 Woodstock Ave Retail Unit Putnam, CT, 06260 1016, (860)963-7742 341698, Dennis Tournas, 3355 Post Rd Relo 331457 Southport, CT, 06890 1309, (203)319-0736 339668, Joseph Naples, III, 1253 New Britain Ave West Hartford, CT, 06110 1626, (860)521-5153 304169, Frank D'Andrea, Jr., 305 Captain Thomas Blvd West Haven, CT, 06516 5948, (203)933-4500 336412, Elizabeth Lima, 749 Hogan Rd Bangor, ME, 04401 3625, (207)262-0053 338905, Luciano Lima Sr, 266 State St. Ellsworth, ME, 04605 1852, (207)667-9209 339701, Washington Cty Assoc. for Retarded Citizens, 300 East Main St Machias, ME, 04654 (207)255-6218 335541, Jose Couto, 5 Stockwell Drive Avon, MA, 02322 1173, (508)580-6991 335524. Duarte Carvalho. 52 Church St Belmont. MA. 02478 1305. (617)489-6010 300223, Duarte Carvalho, 616 MA Ave Cambridge, MA, 02139 3307, (617)354-8944 337716, Duarte Carvalho, 1 Broadway Cambridge, MA, 02142, (617)621-6990 338882, Duarte Carvalho, 1 Bow St Cambridge, MA, 02138 5103, (617)354-4929 340420, Brandon Woolkalis, 2480 MA Ave Cambridge, MA, 02140 1627, (617)491-1400 340052, Steven Catalano, 188 Aver Rd Harvard, MA, 01451 1101, (978)456-9905 337973, James Allen, 10 Woburn St Lexington, MA, 02420 3814, (781)652-8558

- 337489, Mark Cafua, 450 Broadway Methuen, MA, 01844 2052, (978)685-7108
- 338567, Richard D'Angelo, 323 N. Main St, Middleton, MA, 01949 1614, (978)646-8855
- 339569, Agnelo Chaves, 345 Washington St., Newton, MA, 02458 1535, (617)527-7361
- 306170, Paul Govostes, 388 E Squantum St, North Quincy, MA, 02171 1508, (617)786-9813
- 300303, Sebastian Agapite, 406 New State Hwy (Rt 44), Raynham, MA, 02767 (508)824-9330
- 340032, Dante Rizzo, 1539 Broadway Saugus, MA, 01906 4113, (781)233-9611
- 339803, Sebastian Agapite, 198 Taunton Ave, Town Centre Shopping Center, Seekonk, MA, 02771 6136, (508)336-1366
- 301650, Robert Mongeon, 978 County St Somerset, MA, 02726 5003, (508)673-4809
- 300650, Sharon Holdcraft, 755 Main St South Weymouth, MA, 02190 1632, (781)335-9346
- 331393, Thomas Adie, 381 Main St Tewksbury, MA, 01876 2535, (978)851-0422
- 304814, B & V, Inc., 990 Grafton St Worcester, MA, 01604 2034, (508)756-0565
- 340103, Gildas Bettencourt, 123 Bridge St Pelham, NH, 03076 3481, (603)635-8062
- 338022, Daniel Delprete, 1018 Putnam Pike Chepachet, RI, 02814 1465, (401)568-7090
- 339571, Daniel Delprete, Route 295 Blackstone Valley Gateway Ctr Northbound Rest Area, Lincoln, RI, 02865 (401)333-1429

#### Mid-Atlantic States:

#### Pc, Current Franchisee, Store Address, Phone Number

339437, Mukesh Pandya, 4080 Dupont Hwy Camden, DE, 19934 1370, (302)698-1160

- 339681, Parthiban Jayaraman, 51 E. Main St Newark, DE, 19711 (302)738-6732
- 340943, George Nistazos, 123 Route 1 North Rehoboth Beach, DE, 19971, (302)645-8744
- 342165, George Nistazos, 146 Rehoboth Ave Unit #2 Rehoboth Beach, DE, 19971, (302)227-4262
- 339056, Paul Pimentel, 1401 Main St Asbury Park, NJ, 07712 5307, (732)988-7800
- 336909, Arun Mandi, 1601 Boardwalk Atlantic City, NJ, 08401 (609)347-0017
- 334684, Bhupendra Patel, 1800 Atlantic Ave Atlantic City, NJ, 08401 6802, (609)347-8700
- 300428, Anthony D'Amore, 1360 Saint Georges Ave Avenel, NJ, 07001 1158, (732)574-8232
- 337582, Khaled El Shamma, 413 King George Rd/Bldg D Basking Ridge, NJ, 07920 2812, (908)580-9599
- 342862, Kirit Galia, 545 Broadway Bayonne, NJ, 07002 3827, (201)339-4205
- 339005, Agron Aliu, 171 Lafante Way Bayonne, NJ, 07002 (201)437-8080
- 302429, Fernandita Allarde, 477 Us Highway 9 Bayville, NJ, 08721 1849, (732)269-1454
- 344475, Ralph Permahos, 1109 Route 202/206 and Washington Valley Road Bedminster, NJ, 08807 (908)658-4005
- 302541, Belleville Donuts, Inc, 368 Main St Belleville, NJ, 07109 3260, (973)759-3383
- 302105, Atul Patel, 1732 State Route 35 Rt 35 & 18th Avenue Belmar, NJ, 07719 3440, (732)681-9781
- 300781, Arsenia Jimenez, 275 S Washington Ave Bergenfield, NJ, 07621 3709, (201)385-0761
- 336872, College Donuts, Inc., 651 College Drive Blackwood, NJ, 08012 3238, (856)228-8553
- 341412, Superm, Inc., 109 111 E. Main St Bound Brook, NJ, 08805 (732)302-9022
- 308759, Anand Patel, 404 W Union Ave Bound Brook, NJ, 08805 1219, (908)764-0423
- 308345, Atul Patel, 2138 Route 88 Brick, NJ, 08724 3250, (732)295-0075
- 306118, Shubhakar Hegde, 13 Lanes Mill Rd Brick, NJ, 08724 7010, (732)458-7787
- 338564, Chirag Patel, 2501 Burlington Mt Holly Rd Burlington, NJ, 08016 4802, (609)386-5202
- 302813, Thomas Mascia, 1245 Roosevelt Ave Carteret, NJ, 07008 1538, (732)541-6262
- 339290, Dhirajlal Saparia, 909 Church Rd Cherry Hill, NJ, 08002 1301, (856)667-0051
- 300784, Piyush Amin, 1410 Route 38 Chapel Ave Cherry Hill, NJ, 08002 2854, (856)665-2077
- 331777, Dharmesh Shah, 307 State Route 35 Cliffwood, NJ, 07721 1177, (732)566-5775
- 310459, Mohammed Haque, 1053 Bloomfield Ave 22 Styretowne Mall Clifton, NJ, 07011 (973)473-9631
- 339953, Aram Papazian, 186 Center St. Clinton, NJ, 08809 1385, (908)713-1212
- 300623, Keith Rasquinha, 278 Closter Dock Rd Closter, NJ, 07624 2615, (201)784-9861
- 307763, Rose Marie Komondy, 620 South Ave E Cranford, NJ, 07016 3207, (908)272-9222
- 338606, Igor Zak, 628 Rt 18 North East Brunswick, NJ, 08816 (732)254-5433
- 336849, Chirag Patel, 4353 Rte 130 S Pathmark Shopping Ctr Edgewater Park, NJ, 08010 3103, (609)234-9063
- 337759, Anthony D'Amore, 976-977 Inman Ave Edison, NJ, 08820 (908)822-9983
- 337393, Anton Nader, 1957 Oak Tree Rd Edison, NJ, 08820 2036, (732)548-3400

341362, Veena Arora, 460 Elizabeth Ave Elizabeth, NJ, 07206 1103, (908)351-1192 300995, Andrew Topazio, 370 Morris Ave Elizabeth, NJ, 07208 3653, (908)353-8600 301018, Andrew Topazio, 236 Rahway Ave Elizabeth, NJ, 07202 1902, (908)436-0500 338615, VK INVESTORS, LLC, 210 Us-46 Elmwood Park, NJ, 07407 (201)791-4880 339553, Thomas Mascia, 441 Old Hook Rd Emerson, NJ, 07630 1323, (201)261-6666 339541, Thomas Mascia, 39 W Palisade Ave Englewood, NJ, 07631 2706, (201)569-3465 339297, Moothedath Ramachandran, Jr., 14 Wilson Ave Englishtown, NJ, 07726 (732)446-3217 332058, Jignesh Pandya, 1981 N. Olden Avenue Ext Ewing, NJ, 08618 2113, (609)530-9250 339855. Garv Haar. 14-25 Plaza Road Fair Lawn. NJ. 07410 (201)703-9011 339409, David Gerald, 294 Route 46 E Fairfield, NJ, 07004 2429, (973)227-3444 336771, Barbara Biazzo, 378 Passiac Ave Fairfield, NJ, 07004 2006, (973)276-7966 340818, Amul Modi, 176 Columbia Turnpike Florham Park, NJ, 07932 1366, (973)822-0404 336078, James Fabris, 1430 Route 46 East Fort Lee, NJ, 07024 2118, (201)242-8006 342153, Prospect Donuts, LLC, 754 Franklin Ave Franklin Lakes, NJ, 07417, (201)891-6545 337258. Laura Bomensatt-Hauck. 511 Soloman Way Freehold. NJ. 07728 2530. (732)462-2141 339645, Anthony D'Amore, 323 North Ave Garwood, NJ, 07027 1001, (908)232-1680 337538, Nilesh Patel, 1 S Lake Dr Gibbsboro, NJ, 08026 (856)435-6300 340311, Prospect Donuts, LLC, 886 Prospect St. Glen Rock, NJ, 07452 3727, (201)612-9090 340458, Kalpesh Shah, 455 S. Broadway Gloucester City, NJ, 08030 2319, (856)456-5007 302832, Thomas Mascia, 17 US Highway 22 Green Brook, NJ, 08812 2107, (732)752-3250 339420, Mitchell Baker, 150 Passaic Street Hackensack, NJ, 07601 3533, (201)343-5404 337102, James Fabris, 1353 Ringwood Ave Haskell, NJ, 07420 1557, (973)616-7168 340935, Ramesh Patel, 55 Raritan Ave Route 27 Highland Park, NJ, 08904 2427, (732)828-5485 337484, Thomas Mascia, 315 Rt 206 Hillsborough, NJ, 08844 4625, (908)904-0220 304480, Binal Patel, 214 Washington St Hoboken, NJ, 07030 4709, (201)222-6777 335955, Luis Garcia, 4199 Route 9 N Howell, NJ, 07731 3377, (732)528-1852 336715, Shubhakar Hegde, 1994 Route 9 Howell, NJ, 07731 3711, (732)863-6868 304358, Kaushik Patel, Us Highway 1 & Green St Iselin, NJ, 08830 (732)855-1420 337572, Shubhakar Hegde, 400 South New Prospect Rd Jackson, NJ, 08527, (732)942-0006 339057, Shubhakar Hegde, 715 Bennets Mills Rd Jackson, NJ, 08527 (732)833-6200 335022, Burton Esrig, 200 Buckelew Ave Jamesburg, NJ, 08831 (732)521-9430 336101, Ann Lim, 1513-1515 Kennedy Blvd Jersey City, NJ, 07305 (201)209-9951 343188, Counting On A Miracle 2 Come True, LLC, 739 Bergen Ave Jersey City, NJ, 07306 (201)332-8033 334948, Dipen Desai, 215 Fourteenth St. Jersey City, NJ, 07310 1248, (201)626-6314 330060, Shetal Purohit, 40 Journal Sq Jersey City, NJ, 07306 4009, (201)216-9797 300487, George D'Amore, 705 Boulevard Kenilworth, NJ, 07033 1703, (908)241-8115 340000, James Fabris, 1161 State Rt 23 Kinnelon, NJ, 07405 (973)492-0770 341061, Hiten Bhatt, 183 State Route 15 Lafayette, NJ, 07848 2606, (973)383-3190 332337, Shubhakar Hegde, 1091 River Ave Todd Plaza Lakewood, NJ, 08701 5641, (732)942-1818 337382, Shubhakar Hegde, 1500 Ocean Avenue Todd Plaza Lakewood, NJ, 08701 4511, (732)942-1818 339089, William Bori, 604 Grand Central Ave Lavallette, NJ, 08735 2212, (732)830-1952 342156, Suresh Patel, 1625 Princeton Pike Lawreceville, NJ, 08638 (609)695-8500 340449, Balraj Vohra, 4110 Quakerbridge Rd Bldg A Lawrenceville, NJ, 08648 4702, (609)716-6001 335817, Jignesh Pandya, 1278 Lawrence Rd Lawrenceville, NJ, 08648 (609)987-1217 361518, Robert Burness, 156 Quakerbridge Mall Quakerbridge Mall Lawrenceville, NJ, 08648, (609)799-8383 342105, Lea Geller, 353 Broad Ave Leonia, NJ, 07605 1721, (201)592-6645 300920, Andrew Topazio, 531 N Wood Ave Linden, NJ, 07036 4146, (908)587-9240 331947, Arsenia Jimenez, 250 Bergen Tpke Little Ferry, NJ, 07643 1104, (201)373-0373 300493, Amrik Sikand, 380 Essex Street Lodi, NJ, 07644 (201)845-5933 338206, Kalpesh Shah, 1703 Center Square Rd Logan Township, NJ, 08085 1750, (856)241-7585 342284, Kevin Maybury, 62 East Mill Road Route 24 And Old Farmers Road Long Valley, NJ, 07853 908-876-3093 337514, Yogesh Patel, 1621 W Rt 38 Lumberton, NJ, 08048 2919, (609)261-8486 304821. Mohamed Choukier. 425 Vallev Brook Ave Lvndhurst. NJ. 07071 1919. (201)896-1115 332375, Lisa Nafash, 1001 Macarthur Blvd Mahwah, NJ, 07430 (201)236-8099 338277, William Bori, 601 Washington Ave Manahawkin, NJ, 08050 2803, (609)489-0008

337429, Burton Esrig, 34 Rt 9 North Marlboro, NJ, 07751 (732)617-0777

- 339970, Naneshwar Sawant, 2 Ryan Road Marlboro, NJ, 07746 2444, (732)780-9229
- 335888, Antonio Sequeira, 100 Church Rd. Marlton, NJ, 08053 (856)985-2909
- 339093, Kaushik Patel, 178 Route 70 Medford Shopping Center Medford, NJ, 08055 2382, (609)953-1970
- 343980, Mitchell Baker, 80 Godwin Ave Midland Park, NJ, 07432 1951, (201)447-1550
- 340755, Nilesh Patel, 200 West Camden Ave Moorestown Shopping Center Moorestown, NJ, 08057 1506, (856)231-9919
- 335624, Paul D. Donuts, 3351 Route 66 Neptune, NJ, 07753 (732)918-8031
- 337947, Sitanshu Mody, 1 Rairoad Plaza New Brunswick Train Station New Brunswick, NJ, 08901 2151, (732)220-1270
- 340433, Arsenia Jimenez, 754 River Rd New Milford, NJ, 07646 3032, (201)261-2173
- 337327, Chandresh Bhatt, 596 Market St Newark, NJ, 07105 2912, (973)274-1500
- 337338, Chandresh Bhatt, 802 S Orange Ave Newark, NJ, 07106 2007, (973)416-1800
- 338101, Khaled El Shamma, 311 Springfield Ave #313 Newark, NJ, 07103 2622, (973)565-9020
- 300919, Anand Patel, 206 Ridge Rd North Arlington, NJ, 07031 6037, (201)998-1441
- 337719, Samir Desai, 1345 Route 1 North Brunswick, NJ, 08902 (732)418-9520
- 338338, Rahul Shah, 2112 State Route 35 Oakhurst, NJ, 07755 7208, (732)695-2256
- 343678, James Fabris, 338 Ramapo Valley Rd Oakland, NJ, 07436 (201)651-0980
- 337564, Oldbridge Trombo, LLC, 1076 Route 9 Old Bridge, NJ, 08857 2837, (732)553-0375
- 337569, Dharmesh Shah, 164 Rte 34 N Park Plaza Mall Old Bridge, NJ, 08857 (732)740-7623
- 343924, Lea Geller, 193 Route 17 South Paramus, NJ, 07652, (201)261-9607
- 338873, Lea Geller, 440-A Forest Ave Paramus, NJ, 07652 4704, (201)599-0666
- 331180, Lea Geller, 494 N State Rt 17 Paramus, NJ, 07652 3004, (201)261-9687
- 345144, Michael Geller, One Garden State Plaza Paramus, NJ, 07652 (201)291-0040
- 341058, Lea Geller, 184 Kinderkamack Rd Unit D Park Ridge, NJ, 07656, (201)391-9616
- 302337, Richard Chirico, 820 Us Highway 46 Parsippany, NJ, 07054 3404, (973)257-9835
- 335170, Shiv Donuts, Inc, 1212 Madison Avenue Paterson, NJ, 07503 (973)523-4200
- 341929, Anil Jethwa, 251 Market St Paterson, NJ, 07505 1609, (973)523-0027
- 301619, Dhirajlal Saparia, 6830 S. Crescent Blvd Pennsauken, NJ, 08109 4412, (856)662-3242
- 337568, James Fabris, 560 Route 23 Pequannock, NJ, 07440, (973)248-3380
- 308764, Kaushik Patel, 587 Fayette St Perth Amboy, NJ, 08862 0886, (732)442-8949
- 337017, Fernandita Allarde, 118 Rt 9 North Pine Beach, NJ, 08741 (732)505-0050
- 335188, Thomas Mascia, 1254 Stelton Rd Piscataway, NJ, 08854 5282, (732)777-9760
- 342340, Raman Alaigh, 215 West Front Street Plainfield, NJ, 07060 (908)757-7773
- 339665, Kaushik Patel, 10 Schalks Crossing Rd Plainsboro Shopping Center Plainsboro, NJ, 08536 1612, (609)275-4783
- 337107, Arun Mandi, 700 Black Horse Pike #50 Pleasantville, NJ, 08232 2361, (609)641-4040
- 336688, William Bori, 216 Rt 35 South Point Pleasant, NJ, 08742 2545, (732)701-9990
- 306610, Naneshwar Sawant, 1800 Route 1 Rahway, NJ, 07065 5716, (732)388-3388
- 341191, Prospect Donuts, LLC, 233 N. Franklin Turnpike Ramsey, NJ, 07446 1630, (201)327-2828
- 342089, Amrik Sikand, 209 Main St Ridgefield Park, NJ, 07660 1620, (201)440-1430
- 330344, Arsenia Jimenez, 636 Westwood Ave River Vale, NJ, 07675 6256, (201)358-6900
- 331775, Richard Chirico, 14 Eisenhower Pkwy Roseland, NJ, 07068 1608, (973)228-9808
- 335879. Naneshwar Sawant, 843 St Georges Ave Roselle, NJ. 07203 (908)245-9797
- 330743, Drop The Attitude, LLC, 2560 Us Highway 22 Scotch Plains, NJ, 07076 1529, (908)233-6400
- 340230, Anthony Santarelli, 20 Meadowlands Pky Secaucus, NJ, 07094 2904, (201)617-0100
- 340426, Alka Patel, 604 Rt 47 Sewell, NJ, 08012 (856)582-4418
- 337373, Chandresh Patel, 583 Berlin Cross Keys Road Sicklerville, NJ, 08081 9502, (856)875-3332
- 338437, Luis Garcia, 139-145 Broadway South Amboy, NJ, 08879 1762, (732)721-2110
- 331101, RBK Investments, Inc., 973 Route 9 North South Amboy, NJ, 08879 (732)721-3111
- 339283, Robert McDaid, 434 Main St Spotswood, NJ, 08884 1702, (732)251-5575
- 339029, Anthony Marchigiano, 633 Morris Tpke Springfield, NJ, 07081 1511, (973)379-5551
- 330938, Thomas Mascia, 719 Mountain Ave Springfield, NJ, 07081 3221, (973)376-6658
- 340723, Priti Shetty, 205 State Route 23 Wantage Plaza Shopping Center Sussex, NJ, 07461, (973)875-3252
- 342028, Hamed Saraj, 332 Cedar Ln Teaneck, NJ, 07666 3418, NULL
- 335847, Maria Pimentel, 1245 Lakewood Rd, Rt 166 Toms River, NJ, 08753 (732)286-3635
- 339775, James Fabris, 410 Minnisink Rd Totowa, NJ, 07512 1806, (973)890-4405
- 342202, Suresh Patel, 1072 Chamber St And Liberty St Trenton, NJ, 08629 (609) 989-5800

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337498, Chetan Sheth, 3276 Westchester Ave Bronx, NY, 10461 4510, (718) 518-0341 337531, Dharmesh Shah, 1733 Jerome Avenue Bronx, NY, 10453 5703, (718) 731-2200 332798, Dharmesh Shah, 2 E Kingsbridge Ave Bronx, NY, 10468 7502, (718)733-4347 343329, Dharmesh Shah, 508 259th St (Riverdale Ave and 259th St) Bronx, NY, 10471 (718)432-1289 331197, Edward Chiaravalle, 1374 Metropolitan Ave Bronx, NY, 10462 7445, (718)931-7960 338766, Edward Chiaravalle, 1650 Bruckner Blvd Bronx, NY, 10473 4553, (718)893-2090 340462, John Troiano, 1040 Westchester Ave Bronx, NY, 10459 2415, (718)842-3885 338698, John Troiano, 2241 Southern Blvd Bronx, NY, 10458 1105, (718)220-4019 340370. Jose Montero. 636 City Island Ave Bronx. NY. 10464 1100. (718)885-3057 340500, Medhat Youssef, 46 E 167th St Bronx, NY, 10452 8207, (718)992-9677 338871, Konstantino Skrivanos, 906 Coney Island Ave Brooklyn, NY, 11218 6004, (718)871-0526 335532, Konstantino Skrivanos, 737 4th Avenue Brooklyn, NY, 11232 1417, (718)832-0732 304486, Konstantino Skrivanos, 711 Brighton Beach Ave Brooklyn, NY, 11235 6413, (718)934-5968 330870, Konstantino Skrivanos, 6755 5th Ave Brooklyn, NY, 11220 5420, (718)745-1739 340441, Konstantino Skrivanos, 578 Atlantic Ave Brooklyn, NY, 11217 1914, (718)596-6029 331337, Konstantino Skrivanos, 5425 5th Ave Brooklyn, NY, 11220 3112, (718)492-3047 361816, Konstantino Skrivanos, 506 Clarkson Ave Brooklyn, NY, 11203 2013, (718)953-7823 343028, Konstantino Skrivanos, 383 Court St Brooklyn, NY, 11231 (718)797-3542 304133, Konstantino Skrivanos, 373 Kings Hwy Brooklyn, NY, 11223 1547, (718)627-4936 304335, Konstantino Skrivanos, 1922 Flatbush Ave # L Brooklyn, NY, 11210 4903, (718)758-0002 339431, Konstantino Skrivanos, 17 Flatbush Ave Brooklyn, NY, 11217 6141, (718)338-0530 338221, Konstantino Skrivanos, 148 Smith St Brooklyn, NY, 11201 (718)403-0386 339430, Konstantino Skrivanos, 1467 Nostrand Ave Brooklyn, NY, 11226 4221, (212)713-2738 340575, Konstantino Skrivanos, 126 35th St Brooklyn, NY, 11232 (718)499-9055 304361, Konstantino Skrivanos, 9243 4th Ave Brooklyn, NY, 11209 7006, (718)745-4060 300359, Laeeg Bajwa, 1213 Liberty Ave Brooklyn, NY, 11208 2449, (718)348-9282 334765, Lalmir Sultanzada, 872a Flatbush Av Brooklyn, NY, 11226 3102, (718)856-2375 339914, Manickawasagar Subramaniam, 2302 Knapp St # 2310 Brooklyn, NY, 11229 5924, (718)332-4977 300626, Manickawasagar Subramaniam, 2712 Emmons Ave # 14 Brooklyn, NY, 11235 2245, (718)332-8050 304508, Mohammad Sandhu, 137 12th St Brooklyn, NY, 11215 3818, (718)840-0445 340464, Mohammad Sandhu, 1510 Elm Avenue Brooklyn, NY, 11230 5267, (718)627-0667 338818, Mohammad Sandhu, 1710 Eastern Pkwy Brooklyn, NY, 11223 4806, (718)566-6280 338749, Mohammad Sandhu, 1815 Avenue U Brooklyn, NY, 11229 3903, (718)336-7414 304353, Munira Meghii, 13 Graham Ave Brooklyn, NY, 11206 4108, (718)384-2300 310134, Prabir Mitra, 892 Manhattan Ave Brooklyn, NY, 11222 2348, (718)349-2930 342627, Ravi Singh, 352 Graham Ave Brooklyn, NY, 11211 3709, (718)384-7640 342833, Ravi Singh, 643 Manhattan Ave Brooklyn, NY, 11222 (718)472-3745 302267, Romina Pour, 8301 Flatlands Ave Brooklyn, NY, 11236 3596, (718)531-4469 330348, Umashankar Aditya, 610 Utica Ave Brooklyn, NY, 11203 1917, (718)735-1918 335049, Abdul Bari Nasary, 137 Wyckoff Ave. Brooklyn, NY, 11237 (718)418-2483 340356, Abdul Bari Nasary, 1375 Rockaway Parkway Brooklyn, NY, 11236 2321, (718)257-6490 343436, Asam Habib, 244 Flatbush Ave Brooklyn, NY, 11217 (718)857-4252 330135, Asmatullah Tokhie, 1285 Broadway Brooklyn, NY, 11221 2975, (718)453-9880 331072, Asmatullah Tokhie, 1443 Myrtle Ave Brooklyn, NY, 11237 5135, (718)418-0733 341574, Asmatullah Tokhie, 1556 Ralph Ave Brooklyn, NY, 11236 (718)574-4539 339025, Asmatullah Tokhie, 1993 Atlantic Ave Brooklyn, NY, 11233 3129, (708)342-5138 341059, Asmatullah Tokhie, 3319 Fulton St Brooklyn, NY, 11208 2003, (718)235-1511 339024, Asmatullah Tokhie, 43 Jamaica Ave Brooklyn, NY, 11207 1818, (718)322-2127 341842, Asmatullah Tokhie, 573 Lafayette Ave Brooklyn, NY, 11205 4906, (718)230-4145 342286, Benar Gencoglu, 6502 14th Avenue Brooklyn, NY, 11219 5610, (718)232-8133 307515, Carolyn Terranova, 1410 Avenue J Brooklyn, NY, 11230 3702, (718)692-1939 304362, Carolyn Terranova, 2630 86th St Brooklyn, NY, 11223 3432, (718)372-0650 336064, Carolyn Terranova, 3015 Mermaid Avenue Brooklyn, NY, 11224 (718)266-5021 340157, Konstantino Skrivanos, 10 Newkirk Plaza Brooklyn, NY, 11226 6526, (718)421-3650 343979, John Munayirji, 7602 13th Ave Brooklyn, NY, 11228 NULL 342626, John Munayirji, 7121 18th Ave Brooklyn, NY, 11204 5256, (718)232-1522 344544, John Munayirji, 1903 Kings Hwy Brooklyn, NY, 11229 1313, (718)998-0991

310001, Hedaiet Khattab, 245 Highland Pl Brooklyn, NY, 11208 1266, (718)277-1995 339657, Harish Shadadpuri, 5901 Church Avenue Brooklyn, NY, 11203 3734, (718)342-0050 340467, Harish Shadadpuri, 241-A Rockaway Pkwy Brooklyn, NY, 11212 3444, (718)240-9011 338222, George Curis, 6402 7th Ave Brooklyn, NY, 11220 4732, (718)748-4610 339305, George Curis, 5702 2nd Ave Brooklyn, NY, 11220 3313, (718)439-5119 340439, George Curis, 3701 Nostrand Ave Brooklyn, NY, 11235 1907, (718)743-6555 343283, George Curis, 2926 Avenue I Brooklyn, NY, 11210 2935, (718)252-5349 342887, George Curis, 2344 Flatbush Ave Brooklyn, NY, 11234 5037, (718)338-0530 340450. Dennis Colaitis. 448 Fifth Ave Brooklyn. NY. 11215 4003. (718)832-9460 337500, Constantine Scrivanos, 1427 Sheepshead Bay Rd Brooklyn, NY, 11235 3813, (718)332-9414 330202, Chia Yung (Sammy) Hsiao, 24 Bond St Brooklyn, NY, 11201 2901, (718)858-3832 338782, Mario Sardinha, 113 Albany Post Rd Buchanan, NY, 10511 1601, (914)734-7771 342961, Larry Muller, 202 Glen Clove Rd Carle Place, NY, 11514 1211, (516)741-8351 330305, Gulam Choudhury, 1311 Middle Country Rd Centereach, NY, 11720 (631)736-5186 302627, Umesh Chaudhari, 13210 14th Ave College Point, NY, 11356 2002, (718)539-0016 300465, Howard Curd, 2073 Jericho Tpke Commack, NY, 11725 3007, (631)543-3392 338313, Jaspreet Walia, 115 Veterans Highway Commack, NY, 11725 3408, (631)864-4259 337447, Christopher Mancini, 925 Montauk Hwy Copiague, NY, 11726 4903, (631)789-2400 331261, Seth Goldstein, 1708 Sunrise Hwy Copiague, NY, 11726 1528, (631)841-3229 302007, Howard Curd, 350 Middle Country Rd Suite A Coram, NY, 11727 4410, (631)451-0050 337400, Vera Nicoletti, 1852 Route 112 Coram, NY, 11727, (631)846-8077 336767, Aramark Corp, 12301 Roosevelt Ave Shea Stadium Corona, NY, 11368 1699, (718)565-3385 340817, Harish Shadadpuri, 5401 108th St Corona, NY, 11368 3913, (718)271-8061 339091, Mary Cain, 3804 Junction Blvd Corona, NY, 11368 2126, (718)397-5770 301788, Michael Imperato, 1906 Deer Park Ave Deer Park, NY, 11729 3303, (631)667-8919 344530, Anthony Pellizzi Jr., 501 Commack Rd Deer Park, NY, 11729 3803, (631)586-0304 303544, John Dazzo, 2080 HEMPSTEAD TPKE EAST MEADOW, NY, 11554 1713, (516)794-7155 342937, Goonjit Mehta, 230 Main St East Aurora, NY, 14052 (716)655-2541 334727, Rajan Patiwana, 10009 Astoria Blvd East Elmhurst, NY, 11369 2039, (718)803-7440 330049, Alvin Goldstein, 13 W. Main St East Islip, NY, 11730 2428, (631)859-0786 301331, Anthony Pellizzi Jr., 314 Larkfield Rd East Northport, NY, 11731 2902, (631)368-1555 342109, Bharat Patel, 9507 57th Ave Elmhurst, NY, 11373 4616, (718)592-0940 340977, Sunandan Mitra, 90-15 Queens Blvd. Queens Center Space #1012 Elmhurst, NY, 11373 4914, (917)418-5568 304255, Craig Jablon, 219 Hempstead Tpke Elmont, NY, 11003 1435, (516)328-6757 304122, Diane Morales, 23819 Linden Blvd Elmont, NY, 11003 3936, (516)285-5550 337565, Laeeg Bajwa, 269 Beach 116th St Far Rockaway, NY, 11694 2102, (718)318-9500 343698, Andrew Langer, 4901 Beach Channel Dr Far Rockaway, NY, 11692, (718)474-0024 339842, Andrew Langer, 239 Beach 20th St Far Rockaway, NY, 11691 3625, (718)868-0448 330873, Gulam Choudhury, 628 Horseblock Rd Farmingville, NY, 11738 1219, (631)732-7569 302530, Luciano Francioni, 25420 Hillside Ave Floral Park, NY, 11004 1614, (718)470-9245 330153, Stuart Cohen, 3547 Francis Lewis Blvd Flushing, NY, 11358 1955, (718)886-5279 302542, Stuart Cohen, 16822 Union Tpke Flushing, NY, 11366 1312, (718)591-6616 300462, Shiv Kureti, 14625 Northern Blvd Flushing, NY, 11354 4234, (718)762-3804 304011, Robert Foschi, 15367 Horace Harding Expy Flushing, NY, 11367 1246, (718)358-4031 304823, Rajan Patiwana, 7016 Northern Blvd Flushing, NY, 11372 1045, (718)672-1433 307669, Prabir Mitra, 5615 Myrtle Ave Flushing, NY, 11385 4735, (718)497-3581 302499, Neerja Jain, 1503 College Point Blvd Flushing, NY, 11356 2209, (718)530-0019 304401, N.N. Ahluwalia, Inc., 6103 Flushing Ave Flushing, NY, 11378 2829, (718)417-0918 342223, Joseph O'Donnell, Laguardia Airport-Combo Central Terminal Bldg Wr4 Flushing, NY, 11371 (718)335-6473 304484, Diane Morales, 6365 Woodhaven Blvd Flushing, NY, 11374 2827, (718)478-5407 330267, Daljeet Ahluwalia, 9925 Horace Harding Expy Flushing, NY, 11368 4434, (646)271-9222 345234. Jasieet Ahluwalie. 6366 108th St Forest Hills. NY. 11375 1609. (718)275-4575 330459, Ketan Patel, 9712 Metropolitan Ave Forest Hills, NY, 11375 6626, (718)793-5785 340294, Stuart Cohen, 11716 Queens Blvd Forest Hills, NY, 11375 7061, (718)268-5380 343754, Diane Morales, 662 Dogwood Ave Franklin Square, NY, 11011 (516)481-4900

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- 308652, Mark Antman, 1766 Merrick Ave N Merrick, NY, 11566 2728, (516)377-3827
- 337653, Diane Morales, 56 E Sunrise Hwy Sunrise & Hewlett Ave Merrick, NY, 11566 3903, (516)867-2009

302954, Bret Nadler, 1731 Merrick Rd Merrick, NY, 11566 4541, (516)379-8149 330642, Munira Meghji, 7513 Metropolitan Ave Middle Village, NY, 11379 2638, (718)326-7837 339817, Shiv Kureti, 6122 Fresh Pond Rd Middle Village, NY, 11379 1040, NULL 330439, Jean Rabbitt, 1 Galleria Dr Galleria Mall At Crystal Run Middletown, NY, 10941 (845)692-0848 302960, Howard Curd, 725 Route 25A Miller Place, NY, 11764 2653, (631)821-7357 339647, Diane Morales, 265 East Jericho Tpk Mineola, NY, 11501 2133, (516)739-2503 340671, Teresa Mazon, 1851 E Main St Route 6 Mohegan Lake, NY, 10547 1271, (914)526-5560 332243, Barbara Houlihan, 9 Gramatan Ave # 15 Mount Vernon, NY, 10550 3203, (914)663-6224 342683. Michael McAleer. 213 W Route 59 Nanuet. NY. 10954 2218. (845)215-5605 302607, Joseph Calvacca, 2062 Lakeville Rd New Hyde Park, NY, 11040 1664, (516)775-8630 330367, Thomas Hughes, 96 E Main St New Rochelle, NY, 10801 5324, (914)654-1603 342858, Matthew Bronfman, 153 E. 53rd St NY, NY, 10022 (212)888-5415 342911, Matthew Bronfman, 218 E. 14th St NY, NY, 10003 4173, (212)388-9992 344711, Matthew Bronfman, 243 3rd Ave NY, NY, 10003 2535, (212)228-0911 340855, Matthew Bronfman, 250 E. 40th St NY, NY, 10016 1721, (212)681-2484 342248, Matthew Bronfman, 361 First Avenue NY, NY, 10010 (212)228-8895 344018, Matthew Bronfman, 455 Park Ave S NY, NY, 10016 (212)213-9010 340313, Matthew Bronfman, 476 Second Ave NY, NY, 10016 9104, (212)481-3522 343097, Matthew Bronfman, 567 3rd Ave NY, NY, 10016 (212)867-9578 338712, Matthew Bronfman, 601 2nd Ave NY, NY, 10016 4844, (212)532-5083 340537, Mumtaz Butt, 140 Delancey Street NY, NY, 10002 3325, (212)777-2003 341062, Nancy Davis, 3455 Broadway NY, NY, 10031 5629, (212)344-0866 339747, Rajasekhar Kantamneni, 269 8th Ave NY, NY, 10011 1611, (212)229-2622 340435, Rekha Channagiri, 1593 1st Avenue NY, NY, 10028 4201, (212)717-5755 310079, Ruth Chang, 302 5th Ave NY, NY, 10001 3604, (212)268-0686 308379, Ruth Chang, 536 Avenue Of The Americas NY, NY, 10011 2003, (212)727-0444 342571, Sherief Elsamra, 159 E.116th St (Lexington and 116th St) NY, NY, 10029 (212)289-7685 342251, Srinivas Maddali, 130 Dyckman St NY, NY, 10040 (212)544-0272 339917, Srinivas Maddali, 1760 2nd Ave NY, NY, 10128 (212)876-3312 341450, Srinivas Maddali, 3600 Broadway (B'Way & 149th) NY, NY, 10031 (212)234-2670 341501, Suhail Sitaf, 100 Chambers St NY, NY, 10007 1833, (212)619-1222 344935, Tony Li, 215 W. 14th St NY, NY, 10011 (212)255-7049 310468, 145th Street Donuts, Inc., 2730 Frederick Douglass Blvd NY, NY, 10039 3054, (212)862-0635 340834, April Baker-Levy, 815 10th Avenue NY, NY, 10019 5041, (212)600-4113 342772, Arvind Champaneria, 1392 Lexington Avenue NY, NY, 10128 1615, (212)722-5767 341790, Arvind Patel, 51 East 34th St NY, NY, 10016 4312, (212)481-2355 332445, Asia Ahmed, 1342 Amsterdam Ave NY, NY, 10027 2533, (212)866-4394 330342, Asia Ahmed, 728 W 181st St NY, NY, 10033 4701, (212)923-9239 337561, Ayiesha Selwanes, 1225 1st Ave NY, NY, 10021 6309, (212)734-5465 342239, CF 55 Corporation, 55 West 55th St NY, NY, 10019 (212)245-4655 339350, Chandan Kumar Sengupta, 110 West 145th St NY, NY, 10039 4103, (212)234-3440 342984, Dharmesh Shah, 4942 Broadway NY, NY, 10034 2304, (212)544-0453 342190, Djenane Bartholomew, 360 W. 31st St 21 Penn Plaza NY, NY, 10001 2727, (212)904-1160 339039, Gregory Slayton, 289 7th Ave NY, NY, 10001 6009, (212)229-4799 341139, Gregory Slayton, 395 Hudson St NY, NY, 10014 (212)229-2515 345446, Hemang Champaneria, 1880 3rd Ave NY, NY, 10029 5432, (718)332-9414 343107, Howard Novick, 240 W. 40th St NY, NY, 10018 1510, (212)395-9280 307108, Ihab Awad, 321 Broadway NY, NY, 10007 1111, (212)577-7550 338830, Jaisrikar, LLC, 1630 Madison Ave NY, NY, 10029 3580, (212)289-1285 339351, Konstantino Skrivanos, 250 E Houston St NY, NY, 10002 1034, (212)477-0066 330461, Konstantino Skrivanos, 412 3rd Ave NY, NY, 10016 8182, (212)677-0644 337355, Lalmir Sultanzada, 53 West 116th St NY, NY, 10026 2508, (212)860-9894 342968, Matthew Bronfman, 100 1st Ave NY, NY, 10009 5726, (212)420-7030 343727. Scott Schmelzer, 42 Mulberry St NY NY, 10038 NULL 300392, Ami Patel, 674 Broadway Newburgh, NY, 12550 5130, (845)562-4720 339090, Michael Imperato, 1201 Deer Park Ave #1203 North Babylon, NY, 11703 3104, (631)667-3900 337904, Stuart Cohen, 61-58 Springfield Blvd Oakland Gardens, NY, 11364 2336, (718)357-1273

342238. Bruce Baltera, 726 Old Bethpage Rd Old Bethpage, NY, 11804, (516)752-7520 344580, Walter Buczek, 26 W. Orangeburg Rd Orangeburg, NY, 10962 1706, (845)398-9702 338870, Paul Santoro, 94 Croton Ave Ossining, NY, 10562 4202, (914)762-5753 308608, Larry Muller, 159 Pine Hollow Rd Oyster Bay, NY, 11771 4705, (516)922-7888 301353, Alvin Goldstein, 379 E. Main St Patchogue, NY, 11772 3109, (631)654-2421 336563, William Debonis, 3115 Route 22 # 12 Patterson, NY, 12563 2342, (845)878-7655 338868, Mario Sardinha, 422 Washington Ave Peekskill, NY, 10566 4530, (914)788-9100 340082, Mohinder Singh, 587 Old Country Rd Plainview, NY, 11803 4901, (516)433-8128 308552. Gulam Choudhury. 122 Main St Port Jefferson. NY. 11777 1678. (631)473-7937 307186, Mittal Patel, 290 E Main St Port Jervis, NY, 12771 2211, (845)856-7513 360679, Sunandan Mitra, 9556 Queens Blvd Rego Park, NY, 11374 1136, (718)830-9008 339387. Mary Cain. 11602 Metropolitan Ave Richmond Hill. NY. 11418 1017. (718)776-8609 331265, Prabir Mitra, 6040 Myrtle Ave Ridgewood, NY, 11385 5907, (718)386-4633 302006, Michael Doris, 1051 Old Country Rd Riverhead, NY, 11901 2019, (631)369-5231 338949, James Brophy, 125 Portion Rd Ronkonkoma, NY, 11779 (631)471-2090 300467, Geeta Shukla, 1063 Northern Blvd Roslyn, NY, 11576 1605, (516)627-2499 344267, Howard Curd, 430 North Country Rd Suite 1 Saint James, NY, 11780 1759, (631)584-5874 330113, Sue Chen, 347 Glen Cove Ave Sea Cliff, NY, 11579 2136, (516)676-4308 335596, Mark Antman, 4007 Merrick Road Seaford, NY, 11783 (516)679-2888 342390, Gobind Bathija, 440 William Floyd Pkwy Shirley, NY, 11967 (631)395-7830 302480, Gobind Bathija, 545 William Floyd Pkwy Shirley, NY, 11967 3401, (631)395-4887 339841, Jaspreet Walia, 731 Nesconset Hwy Smithtown, NY, 11787 (631)724-0345 310373, liona Gologursky, 560 Smithtown Byp Smithtown, NY, 11788 2758, (631)265-8643 302221, liona Gologursky, 235 W Main St Smithtown, NY, 11787 2608, (631)360-1236 336925, Parul Shah, 13320 Rockaway Blvd South Ozone Park, NY, 11420 3019, (718)845-9875 336628, Laeeg Bajwa, 11611 Liberty Ave South Richmond Hill, NY, 11419 1903, (718)845-9561 300645, Sadigali Chandrani, 2425 Hylan Blvd Burbank Avenue Staten Island, NY, 10306 3147, (718)667-4662 304909, Manish Doshi, 1351 Forest Ave Staten Island, NY, 10302 2001, (718)447-7857 335880, Kerrim Jivani, 770 Forest Ave Staten Island, NY, 10310 2402, (718)448-1500 338820, Kerrim Jivani, 1700 Richmond Ave Staten Island, NY, 10314 (718)370-0580 337663, Anton Nader, 901 Huguenot Ave Staten Island, NY, 10312 3920, (718)605-0001 342725, Anton Nader, 77 A Richmond Hill Rd. Staten Island, NY, 10314 7872, (718)370-1238 339433, Anton Nader, 680 Arthur Kill Rd Staten Island, NY, 10308 1106, (718)948-0600 337959, Anton Nader, 2571 Arthur Kill Rd/Cpl Staten Island, NY, 10309 1232, (718)227-6770 338807, Anton Nader, 2222 Forest Ave Staten Island, NY, 10303 1742, (718)442-6631 337499, Anton Nader, 1854 Hylan Blvd. Staten Island, NY, 10306 2111, (718)980-1257 337640, Anton Nader, 150-B Greaves Lane Pathmark Center Staten Island, NY, 10308 2173, (718)966-7111 342644, Anton Nader, 1445 Richmond Ave Staten Island, NY, 10314 (718)370-0601 335881, Anton Nader, 1131 Bay St Staten Island, NY, 10305 4930, (718)420-4920 304334, liona Gologursky, 1015 N Country Rd Route 25a Stony Brook, NY, 11790 1905, (631)689-0350 339302, Lisa Nafash, 270 Route 59 Suffern, NY, 10901, (845)504-5303 331182. Prabir Mitra, 4513 Queens Blvd Sunnyside, NY, 11104 2303, (718)706-9281 340852. Lic Donut Corporation. 4128 Queens Blvd Sunnyside. NY. 11104 2802. (718)361-6825 338196, Larry Muller, 59 Jackson Ave Syosset, NY, 11791 3116, (516)364-2299 339864, Michael Minigell, 2200 Sheridan Dr Tonawanda, NY, 14223 1532, (716)873-4077 304160, Harikrishna Patel, 976 Hempstead Tpke Uniondale, NY, 11553 1113, (516)485-2953 339742, Daniel Feinstein, 207 W. Merrick Rd # 233 Valley Stream, NY, 11580 5514, (516)256-4445 339285, Daniel Feinstein, 600 W. Sunrise Hwy Valley Stream, NY, 11581 1010, (516)825-7030 306325, Stephen Shelton, 1143 Wantagh Ave Wantagh, NY, 11793 2135, (516)804-8453 302224, Diane Morales, 475 Hempstead Tpke West Hempstead, NY, 11552 1313, (516)292-7536 331921, Kalpna Patel, 1302 Palisades Center Dr Palisades Center Mall West Nyack, NY, 10994 (845)348-0258 343694, Christopher Cortese, 1145 Union Rd West Seneca, NY, 14224 (716)674-3486 335839, Angelo Mallas, 511 Old Country Rd Westbury, NY, 11590 (516)997-0626 344454, Larry Muller, 840 Carman Ave Westbury, NY, 11590 6428, (516)333-0344 342009, James Lash, 80 Virginia Rd White Plains, NY, 10603 2213, (914)328-2412 338922, Paul Santoro, 81 Knollwood Rd White Plains, NY, 10607 1818, (914)949-4468 332993, TBG FAC Holdings, LLC, 100 Main St White Plains, NY, 10601 2601, (914)684-2627

340520. Ramesh Patel. 6800 Transit Rd Williamsville. NY. 14221 (716)634-2305 336583, Laeeq Bajwa, 9217 Jamaica Ave Woodhaven, NY, 11421 2108, (718)850-2717 307977, Laeeg Bajwa, 8413 Jamaica Ave Woodhaven, NY, 11421 1921, (718)847-9129 330144, Munira Meghji, 3956 61st St Woodside, NY, 11377 3536, (718)507-1999 340133, Sunil Rajan, 1034 North Broadway Yonkers, NY, 10701 1107, (914)375-0920 332974, TBG FAC Holdings, LLC, 132 Bronx River Road Yonkers, NY, 10704 (914)779-0905 331991, TBG FAC Holdings, LLC, 1591 Central Park Ave Yonkers, NY, 10708 (914)771-9939 330187, TBG FAC Holdings, LLC, 2248 Central Park Ave Yonkers, NY, 10710 1423, (914)771-9939 300833. TBG FAC Holdings, LLC, 467 S Broadway Yonkers, NY, 10705 3249, (914)423-5580 330559, Paulo Sardinha, 3399 Crompond Rd Yorktown Heights, NY, 10598 3605, (914)734-7830 339435, Dhirajlal Saparia, 1701 Old York Rd Abington, PA, 19001 1811, (215)657-4717 339782, Navantara Dalsania, 1870 Catasaugua Rd Allentown, PA, 18102 (610)264-2890 331199, Kishor Dalsania, 3219 Hamilton Blvd Allentown, PA, 18103 4534, (610)770-9466 340811, Terrence Breinich, 3132 Pleasant Valley Blvd Relo 301185 Altoona, PA, 16602 4309, (814)944-5242 341309, Charles Jebran, 881 W. Butler Pike Ambler, PA, 19002 5140, (215)643-4647 360287, Shailesh Patel, 163 W Lancaster Ave Ardmore, PA, 19003 1401, (610)642-9564 340931, Joan Mcghee, 830 Route 100 N Bechtelsville, PA, 19505 9200, (610)473-3235 336368, Chandresh Patel, 2901 Hulmville Rd Bensalem, PA, 19020 (215)245-6898 338080, Virendra Patel, 654 Neshaminy Mall Bensalem, PA, 19020 1613, (215)322-7051 340388, Daniel Miller, 8448 Allentown Pike Blandon, PA, 19510 9459, (610)926-2619 335467, Natvarlal Patel, 1479 Lincoln Way E Chambersburg, PA, 17201 (717)264-4402 339708, Deepak Patel, 81 Cheltenham Ave Cheltenham, PA, 19012 1412, (215)782-8116 339436, Vinodkumar Ratanpara, 927 South State Street (Lackawanna Cnty), Clarks Summit, PA, 18411 (570)587-0103 340911, Smita Shah, 2055 N. Reading Rd Denver, PA, 17517 9168, (717)336-2332 343079, Edward Meltzer, 376 W. Uwchlan Rte 113 Downingtown, PA, 19335 (610)269-8601 342905, Mohamed Mohamed, 246 N. Courtland St East Stroudsburg, PA, 18301, 570-422-1150 303640, Pankaj Patel, 2926 William Penn Hwy Easton, PA, 18045 5227, (610)438-4171 338087, Bhupendra Patel, 1821 Bethlehem Pike Flourtown, PA, 19031 1109, (215)836-7800 337632, Pankaj Patel, Forks Plaza 225 Towncenter Blvd. Forks, PA, 18040, (610)438-0306 338972, Rambhai Patel, 240 S Easton Rd Glenside, PA, 19038 3901, (215)887-3580 303667, Nilesh Mehta, 1295 S Main St Greensburg, PA, 15601 5319, (724)834-4232 339950, David Vitez, 1618 Mountain Rd Hamburg, PA, 19526 8763, (610)562-9499 301290, Arvind Delvadia, 2820 Paxton St Harrisburg, PA, 17111 1029, (717)564-2009 343208, Shilpa Patel, 4342 Linglestown Rd Harrisburg, PA, 17112 9532, (717)909-1222 341052, Sanjay Gupta, 315 N. York Rd Hatboro, PA, 19040 2004, (215)442-8150 338974, Harshad Patel, 1250 Bethlehem Pike Hatfield, PA, 19440 1329, (215)822-7800 337322, Gerard Fives, 1181 Texas Palmyra Highway Honesdale Mall Honesdale, PA, 18431 9808, (570)253-8480 301662, Agnes Berardi, 9725 Lincoln Hwy Irwin, PA, 15642 3657, (724)864-0120 337575, Dhirajlal Saparia, 505 Old York Rd Jenkintown, PA, 19046 2136, (215)885-0744 342206, Kirti Desai, 745 W. Cypress St. Kennett Square, PA, 19348 2419, 610-925-3552 342770, Eric May, 1318 Wyoming Ave Kingston, PA, 18704 (570)714-4449 337707, Virendra Patel, 1255 E Old Lincoln Highway Langhorne, PA, 19047 3122, (215)757-0888 342184, Krunal Rao, 549 Doylestown Rd Lansdale, PA, 19446 1412, (215)361-4336 342522, Smita Shah, 2199 Cumberland St Lebanon, PA, 17042 4468, (717)272-1122 340453, Rambhai Patel, 366 W. Main St Leola, PA, 17540 (717)656-8040 300390, Alka Patel, 4001 New Rodgers Rd Levittown, PA, 19056 3406, (215)945-7577 338288, Vipul Patel, 6 Kugler Rd Limerick, PA, 19468 1484, (610)495-6540 341500, Kanubhai Patel, 38 Sterling Ave Mount Pocono, PA, 18344 1119, (570)839-9609 303682, Annette Miller, 134 N Mill St New Castle, PA, 16101 3717, (724)652-2979 342226, Jignesh Pandya, 30 Richboro Newtown Rd Newtown Depot Shopping Ctr Newtown, PA, 18940 1535, (215)968-8630 330105, Bhupendra Patel, 1941 Main St Norristown, PA, 19403 3107, (610)539-1398 303596, Troy Berardi, 1121 Lincoln Hwy North Versailles, PA, 15137 2158, (412)823-0301 342085, Rambhai Patel, 760 Commons Dr West Sadsbury Commons Parkesburg, PA, 19365, (610)857-9073 342018, Scott Hussmann, 400 Main St Pennsburg, PA, 18073 (215)541-4641

338869. Dhirailal Saparia, 230 Rte 313/#1 Perkasie, PA, 18944 3781. (215)249-1922 300496, Rajaram Katragadda, 7000 Chester Ave Philadelphia, PA, 19142 1134, (215)729-8238 338594, Manish Patel, 7104 Ridge Ave Philadelphia, PA, 19128 3250, (215)508-3810 339616, Krunal Rao, 1630 Wadsworth Ave Philadelphia, PA, 19150 1020, (215)242-3660 306609, Dipak Patel, 1820 Torresdale Ave Philadelphia, PA, 19124 4418, (215)831-4540 339255, Dhirajlal Saparia, 6110 Woodland Ave Philadelphia, PA, 19142 3224, (215)724-3100 332941, Deepak Shah, 9834 Bustleton Ave Philadelphia, PA, 19115 2101, (215)676-0700 342380, Deepak Shah, 7970-80 Dungan Road Philadelphia, PA, 19111 (215)745-7040 337079. Deepak Shah. 2998 A Welsh Rd Philadelphia. PA. 19152 2121. (215)676-1477 304778, Chandresh Patel, 7221 Torresdale Ave Philadelphia, PA, 19135 1314, (215)332-4090 304270, Catherine Young, 9900 Frankford Ave Philadelphia, PA, 19114 1961, (215)632-0999 310062, Biagio Sciacca, 801 Wyoming Ave Pittston, PA, 18643 2766, (570)654-0100 303683, Vipul Patel, 1495 E High St Pottstown, PA, 19464 4966, (610)718-9925 345051, Saul Levitt, 3103 Cape Horn Rd Red Lion, PA, 17356 8811, (717)246-2666 338973, Joni Glassman, 800 Bustleton Pke Richboro, PA, 18954 1360, (215)357-1114 341211, Raj Patel, 2241 Lancaster Pike Route 222 Shillington, PA, 19607 2452, (267)934-0658 310348, Manoj Patel, 653 E Broad St Souderton, PA, 18964 1220, (215)799-0199 343037, Dipak Patel, 1 S. Chester Rd Swarthmore, PA, 19081 (610)690-5153 340764, Raj Patel, 5334 Allentown Pike Temple, PA, 19560 1216, (610)939-8970 337839, George Gorman III, 334 Easton Rd Warrington, PA, 18976 2418, (215)343-0795 342144, Edward Meltzer, 750 Miles Rd West Chester, PA, 19380 (610)430-1804 302540, Biagio Sciacca, 532 Scott St Wilkes Barre, PA, 18702 5613, (570)654-0100 335516, Bhupendra Patel, 2618 Easton Rd Willow Grove, PA, 19090 1010, (215)442-1602 304475, Kaustubh Dave, 1300 Macdade Blvd Woodlyn, PA, 19094 1501, (610)833-1302 341305, Daniel Miller, 1 Cheltenham Drive Wyomissing, PA, 19610 1807, (610)927-9960 338038, Saul Levitt, 1015 Mt. Rose Ave York, PA, 17403 (717)848-3999 343729, Saul Levitt, 2175 S. Queen St York, PA, 17402 4627, (717)741-0088

## Southeast States:

#### PC, Current Franchisee, Store Address, Phone Number

343597, Abdolhossein Ejtemai, 2750 14th St NW Washington, DC, 20009 (202)234-0313

341536, Abdolhossein Ejtemai, 616 23rd St. George Washington University Washington, DC, 20052 (202)242-9509

342506, Abdolhossein Ejtemai, 801 Pennsylvania Avenue SE DC, Washington, DC, 20003 (202)543-3923

- 339902, Jerome Johnson, 1511 17th Street NW Washington, DC, 20036 (202)232-6647
- 337643, Jerome Johnson, Shirley Memorial Hwy Pentagon Washington, DC, 20301 0001, (703)892-1861
- 337723, Jerome Johnson, Shirley Memorial Hwy The Pentagon Concession 2028, Washington, DC, 20301 (703)271-4347
- 338964, Apopka Donuts, LLC, 212 E. Main St Apopka, FL, 32703 5348, (407)884-9808
- 342884, Sunil Rajan, 719 Atlantic Blvd Atlantic Beach, FL, 32233 3937, (904)241-6603
- 301801, Eman Donuts Inc, 777 S Federal Hwy Boca Raton, FL, 33432 6113, (561)361-4009

332848, Atul Patel, 21401 Powerline Rd Boca Raton, FL, 33433 (561)482-6602

- 331144, Atul Patel, 1999 NW 2nd Ave Boca Raton, FL, 33432 1601, (561)393-8222
- 339396, Atul Patel, 1200 Yamato Rd Boca Raton, FL, 33431 4426, (561)994-3888
- 331834, Ajit Patel, 10114 S Military Trl Boynton Beach, FL, 33436 4048, (561)732-0901
- 334778, Ajit Patel, 1470 Sw 8th St Boynton Beach, FL, 33426 5878, (561)738-9501
- 340960, David Ornstein, 12080 S. Jog Rd Boynton Beach, FL, 33437 4150, (561)740-0810
- 336834, David Ornstein, 8324 Jog Road Boynton Beach, FL, 33437 6904, (561)752-1840
- 301605, Nalinkant Desai, 1317 S Federal Hwy Boynton Beach, FL, 33435 6001, (561)732-0088 332394, Mary Furash, 5605 Manatee Ave W Bradenton, FL, 34209 2538, (941)761-3865
- 335466, Mary Furash, 5635 14th St W Bradenton, FL, 34207 (941)752-7376
- 341157, Parkview Pointe Donuts, Inc., 950 Lumsden Rd Brandon, FL, 33511 (813)689-3865
- 340942, Lori Martins, 1185 S. Broad St Brooksville, FL, 34601 3111, (352)799-4894
- 332991, BVL Donuts, Inc., 1935 East Osceola Pkwy Buena Ventura Lakes, FL, 34743 (407)348-7822
- 340445, Vikalp Patel, 2551 Gulf To Bay Blvd Clearwater, FL, 33765 4433, (727)725-5020

331811, Amarkanth Saxena, 1110 E. Hwy 50 Clermont, FL, 34711 3249, (352)243-9188 338392, David Ornstein, 4660 W Hillsboro Blvd Ste 1 Coconut Creek, FL, 33073 2240, (954)426-2699 341802, Charles Cutler, 12397 Sheridan St Cooper City, FL, 33026 1442, (954)392-0438 341118, Bernard Schneiderman, 12432 W. Atlantic Blvd Coral Springs, FL, 33071 4086, (954)227-0555 336231, Bernard Schneiderman, 4685 State Route 7 Coral Springs, FL, 33067 (954)340-6555 341233, David Ornstein, 5021 South State Road 7 Bays 201 & 202 Davie, FL, 33314 (954)584-1976 338680, Mahnaz Zahedi, 2321 S Univeristy Dr Davie, FL, 33324 5838, (954)423-4308 340750, Aires Gomes, 1540 Garfield Ave Deland, FL, 32724 2424, (386)740-7660 304530. Hitesh Patel, 1911 S. Federal Hwy Delray Beach, FL, 33483 3331, (561)243-2628 336833, Vesnodevi Donut Corp., 7231 W. Atlantic Ave Delray Beach, FL, 33446 1305, (561)865-0029 342882, Vikalp Patel, 1461 Main St Dunedin, FL, 34698 6243, (727)210-1678 340933, Manoj Reddy, 11325 N Williams St Dunnellon, FL, 34432 (352)522-0535 338748, Deforest Martin, III, 2390 E. Burleigh Blvd Eustis, FL, 32726 8311, (352)343-5474 338647, James Huber, 429 Ridge Rd Fern Park, FL, 32730 2231, (407)339-0668 300904, Mahnaz Zahedi, 1900 N Federal Hwy Fort Lauderdale, FL, 33305 2547, (954)564-9667 337435, Mehrdad Fallah-Moghaddam, 1601 E Sunrise Blvd Fort Lauderdale, FL, 33304 2332, (954)524-0341 340591, David McNulty, 14071 N. Cleveland Ave Fort Myers, FL, 33913 3802, (239)995-8400 343981, David McNulty, 16970 S. Tamiami Trl Fort Myers, FL, 33908, (239)337-9451 342249, David Mcnulty 17810 San Carlos Blvd, Fort Myers Beach, FL, 33908 (239)433-2844 307627, Peter Economys, 4822 S Us Highway 1 Fort Pierce, FL, 34982 7013, (772)460-1826 343733. David Hass, 3710 NW 13th St Gainesville, FL, 32609 2182, (352)378-8559 304919, Ahmad Awale, 825 W Hallandale Beach Blvd Hallandale Beach, FL, 33009 5238, (954)455-8800 340468, Norberto Botelho, 2409 Us Highway 19 Holiday, FL, 34691 3944, (727)934-3711 339926, David Ornstein, 7003 Taft St Hollywood, FL, 33024 3864, (954)961-1999 337105, Shamim Gowani, 1719 East Young Circle Hollywood, FL, 33020 6824, (954)927-2004 340357, Shamim Gowani, 3775 Hollywood Blvd Hollywood, FL, 33021 6810, (954)966-1137 343637, John Schaefer, 3929 Hendricks Ave Jacksonville, FL, 32207 (904)399-8220 341077, John Schaefer, 7171 Phillips Highway Jacksonville, FL, 32256 6801, (904)296-6022 336448, Raymond Ali, 741 Cassat Ave Jacksonville, FL, 32205 4801, (904)384-9960 336447, Shubhakar Hegde, 5150 University Blvd W Jacksonville, FL, 32216 5940, (904)737-7244 340167, Mark Cafua, 1864 Jensen Beach Blvd Jensen Beach, FL, 34957 7295, (772)225-7466 338728, Mark Cafua, 4320 NW Federal Hwy Jensen Beach, FL, 34957 (772)692-9992 307022, Joseph O'Donnell, 6230 W Indiantown Rd Jupiter, FL, 33458 4617, (561)743-0808 339594, LPI Restaurant Group, LLC, 511 Greene St Key West, FL, 33040 6622, (305)296-1695 335465, Joao Rodrigues, 5889 W Irlo Bronson Hwy Kissimmee, FL, 34746 4717, (407)397-2435 330930, Joao Rodrigues, 7644 W Irlo Bronson Memorial H Kissimmee, FL, 34747 1728, (407)397-7060 304057, Joao Rodrigues, 807 W Vine St Kissimmee, FL, 34741 4162, (407)933-2545 302514, Brian Kinsley, 4610 W. Lake Mary Blvd Lake Mary, FL, 32746 4302, (407)804-1481 338390, Elizabeth Sousa, 5905 S. State Road 7 Lake Worth, FL, 33467 5456, (561)964-5142 304498, North Lake Donuts, Inc., 4644 Lake Worth Rd Lake Worth, FL, 33463 3452, (561)439-6661 304964, Nirav Mehta, 13013 66th St Largo, FL, 33773 1810, (727)530-7404 304448, Rupal Patel, 3515 E Bay Dr Largo, FL, 33771 1930, (727)538-2828 340382, Furst FL Treats Corp, 4721 N. Ocean Dr Lauderdale By The Sea, FL, 33308 2914, (954)783-6815 304496, Ishtiaq Jinnah, 7340 W Commercial Blvd Lauderhill, FL, 33319 2128, (954)572-8414 342150, David Mcnulty 2706 Lee Blvd Lehigh Acres, FL, 33971, (239)369-0111 331518, Antonio Lopez, 1000 US 17-92 Longwood, FL, 32750 5578, (407)830-4426 332894, We Are In The Dough, Inc., 22722 State Road 54 Lutz, FL, 33549 6955, (813)909-8434 303363, Karim Kassim, 7804 W Sample Rd Margate, FL, 33065 4710, (954)752-4477 336211, Keith Sims, 399 South State Road 7 Margate, FL, 33068 5704, (954)979-3781 338904, Parvin F.M. Amiri, 5000 West Atlantic Blvd Margate, FL, 33063 (954)975-4620 340780, Joseph O'Donnell, 4640 W Eau Gallie Blvd Melbourne, FL, 32934 7216, (321)255-5045 306893, Nulifer Ladhani, 8290 W Flagler St Miami, FL, 33144 2096, (305)553-8092 304649, Igor Garrett Gru, 658 Nw 103rd St Miami, FL, 33150 1429, (305)756-9005 341860. loor Garrett Gru. 4880A NW 183rd St Miami. FL. 33055 (305)623-1115 340018, Gary Ferber, 12930 Sw 120th St Miami, FL, 33186 4514, (305)233-3578 339889, David Abramowitz, 5128 Biscayne Blvd Miami, FL, 33137 (305)762-6796 334776, Alvaro DePalleja, 15469 Sw 137th Ave Coral Reef Shpg Ctr Miami, FL, 33177 1279, (786)242-1531

306614. Alvaro DePalleia. 11790 Sw 88th Street Miami, FL. 33186 2102. (305)271-1660 330411, Elite Consulting Specialists, Inc, 341 41st St Miami Beach, FL, 33140 3608, (305)673-0182 307176, John Gnip, 6772 Collins Ave Miami Beach, FL, 33141 3241, (305)867-0061 332745, Keith Sims, 14305 Miramar Parkway Miramar, FL, 33027 (954)433-3677 339975, David Emma, 1575 Pine Ridge Rd Naples, FL, 34109 2127, (239)593-7739 341156, David Emma, 7775 Preserve Lane Naples, FL, 34119 9711, (239)593-1070 339974, James Tierney, 2700 Immokalee Rd Uptowne Center Bld 500 Unit 1 Naples, FL, 34110 (239)592-9503 342001, Vincent Leo, 5421 Little Rd Unit 100 New Port Richey, FL, 34655 (727)376-2161 301551, Norberto Botelho, 5524 Us Highway 19 New Port Richey, FL, 34652 3747, (727)848-3732 336484, Maria Botelho, 7635 State Road #54 New Port Richey, FL, 34653 6217, (727)372-7175 341770, Peter Barnett, 441 3rd Ave New Smyrna Beach, FL, 32169 (386)426-5885 336907, Joseph Ferreira, 7135 W. Mcnab Rd. North Lauderdale, FL, 33068 5492, (954)721-8003 334694, Gerald Scala, 18450 Nw 2nd Av North Miami Beach, FL, 33169 4506, (305)651-7331 304593, John Gnip, 95 Nw 167th St North Miami Beach, FL, 33169 6017, (305)655-0101 304606. Igbal Paniwani, 1801 W Oakland Park Blvd Oakland Park, FL, 33311 1517, (954)485-7075 339944, Prinish, Inc., 1600 State Road 484 Ocala, FL, 34473 (352)245-2106 332988, Terry Niemiller, 2431 E. Silver Springs Blvd Ocala, FL, 34470 6908, (352)629-7895 336979, Deforest Martin, III, 1719 E. Silver Star Rd Ocoee, FL, 34761 7015, (407)523-7363 336456, Vikalp Patel, 3720 Tampa Rd Oldsmar, FL, 34677 6306, (813)852-9857 332989, D. Michael Thompson, 1142 Saxon Blvd Orange City, FL, 32763 (386)774-2924 338649, Rebecca Pacheco, 7707 E. Colonial Dr Orlando, FL, 32807 8421, (407)208-9595 339240, Rebecca Pacheco, 2603 Edgewater Dr Orlando, FL, 32804 4407, (407)835-8850 332495, Rebecca Pacheco, 12173 S. Orange Blossom Trl Orlando, FL, 32837 6502, (407)251-5142 338993, Manoj Reddy, 6215 S. Orange Ave Orlando, FL, 32809 5107, (407)812-8580 338746, Majeed Kamdar, 1650 N Alafaya Trl Orlando, FL, 32828 (407)384-9377 330155, Majeed Kamdar, 1131 S Semoran Blvd Orlando, FL, 32807 1480, (407)282-4788 338030, Jennifer Batista, 7440-A International Drive Orlando, FL, 32819 8234, (407)352-0774 338966, Jennifer Batista, 5160 John Young Pkwy Orlando, FL, 32839 5022, (407)352-0911 336444, Jennifer Batista, 4580 S. Semoran Blvd Orlando, FL, 32822 2406, (407)384-9411 336460, Jennifer Batista, 3042 W. Sand Lake Rd Orlando, FL, 32809 (407)355-7201 336983, Jennifer Batista, 2900 S. Kirkman Rd Orlando, FL, 32811 1968, (407)295-8646 336445, Jennifer Batista, 13781 S. John Young Pkwy Orlando, FL, 32837 5865, (407)240-3737 330007, Ahmed Rasool, 12236 S Apopka Vineland Rd Orlando, FL, 32836 6803, (321)221-9430 343638, Peter Huber, 3635 Aloma Ave Suite 1001 Oviedo, FL, 32765 (407)667-9046 303377, Linda Myers, 1401 Reid St Palatka, FL, 32177 3239, (386)328-2181 308738, Joseph O'Donnell, 4897 Babcock St NE Palm Bay, FL, 32905 (321)674-9059 340594, Joseph O'Donnell, 898 Malabar Rd Se Palm Bay, FL, 32907 3249, (321)723-8033 335674, Rick Pucher, 898 Palm Bay Rd Ne Palm Bay, FL, 32905 6349, (321)723-7170 336903, Gary Heckel, 1310 Palm Coast Pkwy Sw Palm Coast, FL, 32137 4701, (386)986-4555 302529, Vikalp Patel, 33240 US Highway 19 N Palm Harbor, FL, 34684 3177, (727)785-6508 331898, Edward Cutler, 9901 Pines Blvd. Pembroke Pines, FL, 33024 (954)443-3334 343305, Michael Rauch, 2307 James L. Redmond Pkwy Plant City, FL, 33563 7110, NULL 339909. Mehrdad Fallah-Moghaddam. 6299 W. Sunrise Blvd Plantation. FL. 33313 6180. (954)689-8585 340228, Charles Cutler, 2768-2770 W Atlantic Blvd Pompano Beach, FL, 33069 5711, (954)970-9028 304976, Hitesh Patel, 3301 N. Federal Hwy Pompano Beach, FL, 33064 6741, (954)781-6760 341164, William Daly, 4233 Tamiami Trail Port Charlotte, FL, 33980, 941-629-2303 338692, Mark Cafua, 134 Sw Port Saint Lucie Blvd Port Saint Lucie, FL, 34984 5041, (772)871-0025 340186, Mark Cafua, 1401 SE Village Green Drive Port St. Lucie, FL, 34952 (772)335-0995 341938, William Daly, 2517 S. Tamiami Trail Unit A Punta Gorda, FL, 33950 6929, (941)575-6263 341067, Riverview Donuts, Inc., 7028 S. US Hwy 301 Riverview, FL, 33569 (813)677-1083 341149, Neil Panitz, 1850 W. Blue Heron Blvd. Riviera Beach, FL, 33404 (561)844-6444 301282, Marie Medeiros, 171 San Marco Ave Saint Augustine, FL, 32084 2736, (904)826-1358 332895, Frank Realejo, 1001 Ponce Deleon Blvd South Saint Augustine, FL, 32084 (904)827-0095 342083. Aaron Anderson. 700 34th St. North Saint Petersburg. FL. 33713 6538. (727)328-9180 338646, Brian Kinsley, 3768 S Orlando Dr. Sanford, FL, 32773 5614, (407)323-8014 339744, Paul Paquette, 4510 W State Road 46 Sanford, FL, 32771 9009, NULL 341223, William Daly, 1575 S. Tamiami Trl Sarasota, FL, 34239 2904, (941)363-9700

340479. William Dalv. 5871 Fruitville Rd Sarasota. FL. 34232 6412. (941)379-8254 310131, Danny Figueiredo, 900 Us Highway 1 Sebastian, FL, 32958 8614, (772)589-0513 341045, MJ Rauch Associates, LLC, 11200 East M. L. King Blvd Suite 102 Seffner, FL, 33584 (813)651-9094 336978, Lori Martins, 13179 Cortez Blvd Spring Hill, FL, 34613 7805, (352)596-1131 307523, Francis Cavangh, 11089 Spring Hill Dr Spring Hill, FL, 34608 5000, (352)688-0628 338033, Cathleen R. Cavanagh, 4471 Commercial Way Spring Hill, FL, 34606 (352)597-9010 335891, James Allen, 2101 S.E. Ocean Blvd Stuart, FL, 34996 (561)781-9697 302943, James Allen, 6001 Us 1 Stuart, FL, 34997 (772)283-3040 338730. James Allen, 7850 Sw Lost River Rd Stuart, FL, 34997 (772)220-3583 336458, We Are In The Dough, Inc., 18003 Highwoods Preserve Pkwy Tampa, FL, 33647 1761, (813)971-7547 342321, Rodolfo Valencia, 3512 E. Hillsborough Ave Tampa, FL, 33610 4536, (646)515-5017 342149, Rodolfo Valencia, 3203 E. Busch Blvd Tampa, FL, 33612 8737, (813)985-4750 343508, Michael Rauch, 5227 Ehrlich Rd Tampa, FL, 33624 2042, (407)725-1172 337999, Michael Rauch, 4325 Hillsborough Plz Tampa, FL, 33614 5500, (813)885-2298 340463, Lori Martins, 7004 N. Dale Mabry Hwy Tampa, FL, 33614 3933, (813)888-8650 341060, Keeshan Mohammed, 1909 E Bearss Ave Tampa, FL, 33613 2557, (813)632-8744 336538, Chirag Patel, 8714 W Hillsborough Ave Tampa, FL, 33615 3705, (813)881-9894 302269, Chirag Patel, 1505 E Fowler Ave Tampa, FL, 33612 5415, (813)972-9554 344481, Chirag Patel, 10960 B-Cross Creek Tampa, FL, 33647 (813)986-0392 341646, Aviesha Selwanes, 13510 Cypress Glenn Lane Tampa, FL, 33637 (813)972-4481 340628, Deforest Martin, III, 3460 Wedgewood Ln The Villages, FL, 32162 7185, (352)430-0758 300952, William Daly, 1801 Tamiami Trl S Venice, FL, 34293 3128, (941)496-9581 332258, Danny Figueiredo, 504 21st St Vero Beach, FL, 32960 5450, (772)778-0717 338388, Elizabeth Sousa, 10140 Okeechobee Blvd West Palm Beach, FL, 33411 (561)689-7273 304762, Jay Madi Donut Corp, 1675 S Military Trl West Palm Beach, FL, 33415 9175, (561)965-2563 341150, Michael Greene, 1578 3rd Street SW Winter Haven, FL, 33880 (863)297-9100 338037, Rebecca Pacheco, 6627 University Blvd Winter Park, FL, 32792 (407)672-1090 308673, Rebecca Pacheco, 2265 Aloma Ave Winter Park, FL, 32792 3303, (407)673-9100 301816, Kurban Kurani, 771 Prince Ave Athens, GA, 30606 5901, (706)548-3444 302140, Kadirali Chunara, 2651 Cobb Pky NW Atlanta, GA, 30339 3111, (770)952-2009 306544, Sultan Kurani, 3802 E Roswell Rd Atlanta, GA, 30342 4418, (404)261-9118 335964, Sultan Kurani, 650 Ponce De Leon Ave Bldg 700 Atlanta, GA, 30308, (404)817-8112 332138, Piyush Patel, 3024 Washington Rd Augusta, GA, 30907 3811, (706)731-9697 330524, Kurban Kurani, 5558 Peachtree Industrial Blvd Chamblee, GA, 30341 2218, (770)454-9290 344447, Subhash Patel, 1890 Highway 20 SE Conyers, GA, 30013 2046, (770)922-8888 330803, Subhash Patel, 2280 Salem Rd Se Ste 100 Convers, GA, 30013 2004, (770)761-9711 362271, Subhash Patel, 3153 Highway 278 Ne Newton Plaza Covington, GA, 30014 2301, (678)342-6888 331009, Dakshesh (Tiku) Shroff, 1165 Buford Hwy Cumming, GA, 30041 2721, (770)781-5805 302116, Yashvant Patel, 2704 Candler Rd Decatur, GA, 30034 1407, (404)241-8226 302060, Ameen Badruddin, 4760 Memorial Drive Decatur, GA, 30032 (404)292-6111 331504, Kabir Panjwani, 5728 Fairburn Rd Douglasville, GA, 30134 2563, (770)949-5399 302564. Kadirali Chunara, 3435 Peachtree Industrial Blvd Duluth, GA, 30096 3275, (678)206-0576 307881, Kurban Kurani, 3725 Club Dr Duluth, GA, 30096 4537, (770)806-1777 336382, Piyush Patel, 4366 Washington Rd Evans, GA, 30809 3938, (706)364-1843 339735, Sultan Kurani, 7804 Senoia Rd Hwy 74 Fairburn, GA, 30213 1534, (770)774-0318 340398, Mary Cox, 1800 North Expressway Griffin, GA, 30223 1165, (770)467-9534 336381, Kadirali Chunara, 741 Townpark Ln NW Kennesaw, GA, 30144 5821, (678)355-5518 336991, Sandip Patel, 5663 Jonesboro Rd Lake City, GA, 30260 3804, (770)961-4701 335411, Sultan Kurani, 3935 Lawrenceville Hwy Lilburn, GA, 30047 (770)921-8669 338629, Sunita Bhandari, 4152 Atlanta Hwy Loganville, GA, 30052 4930, (770)466-6675 307475, Lalu Patel, 121 Tom Hill Sr Blvd Macon, GA, 31210 1816, (478)475-0770 304147, James Laskaris, 1271 Johnson Ferry Rd Marietta, GA, 30068 2723, (770)971-7920 307688, James Laskaris, 670 S. Marietta Pkwy Marietta, GA, 30060 2720, (404)681-2349 304785. Kadirali Chunara. 2765 Sandy Plains Rd Marietta. GA. 30066 4344. (770)977-2722 308655, Kadirali Chunara, 2885 Canton Hwy Marietta, GA, 30066 5469, (770)422-3375 310095, Prafulchandra Patel, 2475 Dallas Hwy Sw Marietta, GA, 30064 7511, (770)792-6677 334708, Ameen Badruddin, 5075 Peachtree Pkwy Ste 201 Norcross, GA, 30092 (678)966-0909

- 360623, Dakshesh (Tiku) Shroff, 606 Fair Rd Statesboro, GA, 30458 4927, (912)681-1227
- 302851, Ameen Badruddin, 5161 Highway 78 Stone Mountain, GA, 30087 3412, (678)344-9920
- 332011, Kurban Kurani, 4450K Nelson Blogden Blvd Sugar Hill, GA, 30518 3477, (770)271-4200
- 340542, Lalu Patel, 3111 Watson Blvd Warner Robins, GA, 31093 8578, (478)953-1333
- 337744, Charles Strickland, 1905 Memorial Dr Waycross, GA, 31501 1095, (912)283-9994
- 336181, Kathryn White, 875 Towne Lake Parkway Ste 130 Woodstock, GA, 30188 (770)924-1987
- 336992, Michael White, 9755 Hwy 92 Woodstock, GA, 30188 3742, (770)926-7770
- 340171, Erwin Bonhomme, 15793 Livingston Rd Accokeek, MD, 20607 (301)292-3339
- 303435, Haresh Patel, 2004 West St Annapolis, MD, 21401 7939, (410)266-9055
- 337465, Shahedul Islam, 840 Guilford Ave Baltimore, MD, 21202 3707, (410)332-4260
- 300397, Shahedul Islam, 5401 Harford Rd Baltimore, MD, 21214 2216, (410)444-4466
- 340177, Shahedul Islam, 4535 Falls Rd. Baltimore, MD, 21209 4912, (410)235-2113
- 342177, Shahedul Islam, 10 S. Howard St Baltimore, MD, 21201 2526, (410)244-8966
- 342352, Purusottam Patel, 2401 Liberty Heights Ave #3645 Mondawmin Mall Baltimore, MD, 21215 8109, (410)669-3004
- 304750, Nilkanth Patel, 7846 Eastern Ave Baltimore, MD, 21224 2115, (410)288-5668
- 343047, Nilkanth Patel, 2016-B N. MD Ave Midtown Marketplace Baltimore, MD, 21218 (410)244-1830
- 342589, Nicholas Nistazos, 3600 Boston St Brewers Hill Baltimore, MD, 21224 (410)276-0644
- 342562, Karma Donuts, LLC, 5800 Reisterstown Rd Baltimore, MD, 21215 (410)358-3404
- 332496, Baldevbhai Patel, 3701 Wilkens Av Baltimore, MD, 21229 5035, (410)368-9555
- 330139, Kiren Patel, 18a Bel Air South Parkway Bel Air, MD, 21015 6038, (410)569-4205
- 342993, George Nistazos, 1 Racetrack Rd Pennington Commons Plaza Berlin, MD, 21811, (410)208-3609
- 344460, Andrew Stern, 6101 Highbridge Rd Shoppes at Highbridge Bowie, MD, 20720 5216, (301)262-8239
- 342386, Howard Curd, 3931 Evergreen Pkwy Shoppes At Bowie Towne Ctr Bowie, MD, 20716 2229, (301)352-4222
- 304418, Shambhu Corporation, 5601 Ritchie Hwy Brooklyn Park, MD, 21225 3638, (410)789-6691
- 331580, Jay Bhalani, 15600a Columbia Pke Burtonsville, MD, 20866 1630, (301)476-7305
- 300553, Ashvinkumar Bhalani, 580 Frederick Rd Catonsville, MD, 21228 4623, (410)788-7001
- 339785, Kiritsinh Parmar, 12620 Clarksville Pike Clarksville, MD, 21029 1532, (443)535-0600
- 310192, Jay Bhalani, 9701 Baltimore Ave College Park, MD, 20740 (301)345-9601
- 308049, Ashvinkumar Bhalani, 8765 Centre Park Dr Columbia Place Plaza #14 Columbia, MD, 21045 2152, (410)740-6661
- 306186, Kirit Patel, 1200 Route 3 Crofton, MD, 21114 2111, (410)721-4750
- 331016, George Nistazos, 8600 Ocean Hwy Ste 5 Delmar, MD, 21875 2418, (410)896-4436
- 303446, George Nistazos, 8461 Ocean Gtwy Easton, MD, 21601 7151, (410)820-8300
- 338634, Todd Lalumiere, 3033 Solomons Island Rd. Edgewater, MD, 21037 1416, (410)956-1176
- 301779, Anila Patel, 6305 Washington Blvd/ #A Elkridge, MD, 21075 (410)379-5338
- 303438, Pradip Saha, 102 Big Elk Mall Elkton, MD, 21921 5913, (410)392-0183
- 343691, Kiritsinh Parmar, 9469 Baltimore National Pk Ellicott City, MD, 21042 (410)203-1777
- 331189, Anila Patel, McArthur Blvd Bldg 2790 Po Box 249, Fort Meade, MD, 20755 0249, (410)674-8153
- 341327, Cafe Donut II, Inc., 12915 Wisteria Dr GERMANTOWN, MD, 20874 (301)916-7163
- 330620, Cafe Donut II, Inc., 12168 Darnestown Rd Gaithersburg, MD, 20878 2206, (301)947-3496
- 343315, Abdolhossein Ejtemai, 1336 Defense Highway Gambrills, MD, 21114 (410)721-2785
- 340477, Vishnu Patel, 7061 Baltimore Annapolis Blvd Glen Burnie, MD, 21061 1431, (410)691-0215
- 338256, Ghanshyam Patel, 6929 Liberty Heights Rd. Gwynn Oak, MD, 21207 7530, (410)944-0703
- 338941, Natvarlal Patel, 1427 Dual Highway Hagerstown, MD, 21740 6515, (301)393-3820
- 343091, Prakashchandra Shah, 13108 Pennsylvania Ave Hagerstown, MD, 21742 2741, (301)665-3762
- 340175, Vishnu Patel, 1348 Ashton Rd. Hanover, MD, 21076 (410)850-5322
- 340665, Naran Patel, 1057 Pulaski Hwy Havre De Grace, MD, 21078 2603, (410)939-9680
- 342224, Ashvinkumar Bhalani, 7916 Dorsey Run Road Jessup, MD, 20794 (410)799-7570
- 302911, Jay Bhalani, 14903 Baltimore Ave Laurel, MD, 20707 4820, (301)490-8400
- 339967, Abdolhossein Ejtemai, 3460 Ft Meade Rd Laurel, MD, 20724 2069, (301)362-5378
- 343292, NKJ Lusby Donuts, LLC, 174 Village Center Dr Lusby, MD, 20657 (410)326-9196
- 340524, Andrew Stern, 8564 Veterans Highway Benfield Crossing Millersville, MD, 21108 NULL
- 340769, Michael Kaminski, 11715 Old National Pike New Market, MD, 21774 6111, (301)865-1509
- 304962, George Nistazos, 11901 Coastal Hwy Ocean City, MD, 21842 2405, (410)524-0346
- 338902, George Nistazos, 1800 N Philadelphia Ave Ocean City, MD, 21842 3546, (410)289-3021

- 342388, George Nistazos, 409 Boardwalk Space 102 Tidelands Motel Ocean City, MD, 21842, (410)289-2081
- 339568, Anila Patel, 1614 Annapolis Rd. Odenton, MD, 21113 1002, (410)674-3800
- 340682, John Rigos, 8761 Piney Orchard Pkwy Piney Orchard Marketplace Odenton, MD, 21113 2245, (410)695-2223
- 341430, Rajvinder Sidhu, 10902 Boulevard Circle Suite 5 Owings Mills, MD, 21117 (410)363-9893
- 340596, Rajvinder Sidhu, 9419 Common Brook Dr Owings Mills, MD, 21117 (410)356-9922
- 339488, Abdolhossein Ejtemai, 6211 Livingston Rd Oxon Hill, MD, 20745 3008, (301)839-4800
- 340523, Andrew Stern, 350 Mountain Rd Mountain Marketplace Pasadena, MD, 21122 1197, (410)695-2223
- 341165, Shaji Mathew, 5003 Honeygo Center Dr Honeygo Village Center Perry Hall, MD, 21128 (410)529-6333
- 344327, Nicholas Nistazos, 223 Pocomoke Marketplace Pocomoke City, MD, 21851 (410)657-1517
- 340804, Rajvinder Sidhu, 48 Main St. Reisterstown, MD, 21136 1210, (410)833-0411
- 335878, Abdolhossein Ejtemai, 700 Gaithers Rd Rockville, MD, 20850 (301) 330-5471
- 310224, James Willard, 2006 Veirs Mill Rd Twinbrook Shopping Center Rockville, MD, 20851, (301)762-5864
- 335174, James Willard, 6125 Montrose Rd Rockville, MD, 20852 4860, (301)881-1361
- 341097, Kiritsinh Parmar, 8305 Ice Crystal Drive Scaggsville, MD, 20723 (301)498-3250
- 304201, Arun Patel, 604 Ritchie Hwy Severna Park, MD, 21146 3919, (410)315-9196
- 330619, Antonio Luis, 12200 Viers Mill Rd Silver Spring, MD, 20906 4505, (301)946-7391
- 339903, Todd Lalumiere, 1243 Shopping Center Road Stevensville, MD, 21666 4048, (410)604-6996
- 303444, Harilal Kapuria, 4767 Allentown Rd Suitland, MD, 20746 3932, (301)568-9872
- 343128, Vimi Khattar, 6851 New Hampshire Avenue Montgomery County, Takoma Park, MD, 20912 (301)270-2445
- 342471, Michael Kaminski, 500 E. Baltimore St Taneytown, MD, 21787 2410, (410)756-5674
- 344089, Kiritsinh Parmar, 703 Lisbon Center Dr Suite F Woodbine, MD, 21797, (410)489-0990
- 340242, Vishnu Patel, 6900 Dogwood Rd Suite F Woodlawn, MD, 21244 (410)277-0995
- 344367, Keith Friend, 1238 Birch St Camp Lejeune, NC, 28547 2539, NULL
- 342104, Carmen Marzella, 2740 State Road 55 Suite 100 Cary, NC, 27519 (919)303-4334
- 340408, Waheed Dode, 701 S. Kings Dr Charlotte, NC, 28204 3047, (704)331-2940
- 340674, Waheed Dode, 5029 Beatties Ford Rd Charlotte, NC, 28216 2850, (704)394-2828
- 342298, Thomas Campbell, Sr., 6763 Albemarle Rd Charlotte, NC, 28212 3855, (704)569-1051
- 341563, Thomas Campbell, Sr., 5605 N. Tryon St Charlotte, NC, 28213 6805, (704)494-0733
- 343284, Patrick Verdi, 333 E. Trade St Suite A Charlotte, NC, 28202 2425, (704)688-6420
- 342259, Patrick Verdi, 231 N. Graham St Suite B Charlotte, NC, 28202 (704)377-9888
- 337709, Leo Harrington, Sr., 9033 S Tryon St Charlotte, NC, 28273 3310, (704)583-0411
- 344919, Leo Harrington, 16131 Lancaster Hwy Hunter's Crossing Charlotte, NC, 28277 (704)542-2998
- 337361, John Bodner, 1831 South Blvd Charlotte, NC, 28203 4729, (704)377-4026
- 342490, C & H Coffee, LLC, 2037 W. Sugar Creek Rd Charlotte, NC, 28269 (704)509-4909
- 345098, Ashwin Ganatra, 3014 Driwood Ct Prosperity Pointe Charlotte, NC, 28269 (704)717-7300
- 340396, Kshitij Patel, 770 Enterprise Drive Clayton, NC, 27520 5589, (919)359-8464
- 340853, Mansukhlal Bhalani, 3411 Ramsey Street, Club Plaza Shopping Center, Fayetteville, NC, 28311 7643, (910)488-8181
- 341488, Bahram Vaziri, 1450 N. Main Street, Lakestone Shopping Center, Fuquay Varina, NC, 27526 8901, (919)577-1150
- 342494, John Coughlin, 2302 S. New Hope Rd Gastonia, NC, 28054 (704)869-4522
- 306026, William Daughtridge, Jr, 631 S. Memorial Dr Greenville, NC, 27834 2856, (252)752-8200
- 330299, Keith Friend, 113 E Main St Havelock, NC, 28532 2217, (252)444-3030
- 340985, Arup Patel, 274 Eastchester Drive High Point, NC, 27262 (336)884-0278
- 341313, Ashwin Ganatra, 10310 Wilmington St Huntersville, NC, 28078 (704)948-5454
- 337413, Julia Wright, 14055 Hwy 74 West Indian Trail, NC, 28079 9674, (704)882-3858
- 331785, Anton Nader, 7137 Us Hwy 64 East Knightdale, NC, 27545 (919)217-8303
- 342302, Manoj Rawal, 9005 E. Independence Blvd Matthews, NC, 28105 4506, (704)296-2250
- 341637, Manoj Rawal, 7001 Matthews Mint Hill Rd Suite A Mint Hill, NC, 28227 7591, (704)573-1100
- 342311, Neil Pennington, 2521 W. Roosevelt Blvd Monroe, NC, 28110 0418, (704)238-0489
- 341548, Shakil Ahmed, 842 Williamson Rd Mooresville, NC, 28117 (704)660-5548
- 342371, Shakil Ahmed, 651 River Hwy Mooresville, NC, 28117 9055, (704)664-1228
- 330489, Keith Friend, 2908 Arendell St Morehead City, NC, 28557 3318, (252)247-4888
- 344346, Carmen Marzella, 3570 Davis Dr Morrisville, NC, 27560 8819, (919)469-4788
- 306810, Anton Nader, 3209 S Wilmington St Raleigh, NC, 27603 3537, (919)661-0303

334786, Anton Nader, 5265 Six Forks Rd. Raleigh, NC, 27609 (919)571-1303 339085, Carmen Marzella, 2727 Capital Blvd Raleigh, NC, 27604 (919)875-9092 330175, Dong Cho, 6613 Falls Of Neuse Rd Raleigh, NC, 27615 6816, (919)846-0031 342343, Kshitij Patel, 2316 Hillsborough St Ste 106 Raleigh, NC, 27607 7384, (919)838-5255 336996, Shakil Ahmed, 241 Turnersburg Hwy Statesville, NC, 28625 2797, (704)838-1004 337586, Rosemarie Collins, 5709 Oleander Dr Wilmington, NC, 28403 4713, (910)452-5550 330174, Arup Patel, 7815 N Point Blvd Winston Salem, NC, 27106 3209, (336)759-0083 341210, Arup Patel, 2561 Peters Creek Pkwy Winston-Salem, NC, 27127 5657, (336)784-0266 302068. Harinder Singh. 1525 Broad River Rd Columbia. SC. 29210 7301. (803)798-6630 340400, Sandra Parag, 2901 S Highway 17 Garden City, SC, 29576 7624, (843)357-8411 342312, Neil Pennington, 401 Highway 9 By-Pass Lancaster, SC, 29720, (803)286-5959 338554, Sandra Parag, 593 Highway 90 E Little River, SC, 29566 9292, (843)280-7530 338546, Sandra Parag, 301 S. Kings Hwy Myrtle Beach, SC, 29577 4101, (843)916-1155 343569, Sandra Parag, 7600 N. Kings Hwy Myrtle Beach, SC, 29572 (843)449-9383 340618, Thomas Morgan, 4883-A Highway 501 Myrtle Beach, SC, 29579 9446, (843)236-8815 336908, John Bodner, 1932 Springsteen Rd Rock Hill, SC, 29730 6990, (803)325-2305 341236, John Bodner, 2697 Celanese Rd Rock Hill, SC, 29732 (803)980-3865 341564, Michael Belsante, 2488 Cherry Rd Rock Hill, SC, 29732 2170, (803)329-8826 340729, Thomas Morgan, 8709 U.S. Hwy 17 Surfside Beach, SC, 29575 7711, (843)215-8124 343294, Abdolhossein Eitemai, 1500 Belle View Blvd Fairfax County, Alexandria, VA, 22307 (703)778-1135 335717, Ali Assavesh, 3325 Jefferson Davis Hwy Alexandria, VA, 22305 3125, (703)535-6571 331809, Abdolhossein Ejtemai, 3100 Columbia Pike Arlington, VA, 22204 4304, (703)271-1004 342341, Abdolhossein Eitemai, 3520 Lee Hwy Arlington, VA, 22207 3717, (703)294-4023 301767, Mario Ferreira, 18021 Main St Dumfries, VA, 22026 2403, (703)441-1837 335956, Abdolhossein Ejtemai, 5701 Columbia Pike Falls Church, VA, 22042 (703)820-2101 343145, Richard Contessa, 10705 Courthouse Road, Spotsylvania County, Fredericksburg, VA, 22407 (540) 898-2300 343403, Richard Contessa, 2229 Plank Rd Route 3 Village Center Fredericksburg, VA, 22401 (540)899-2007 342088, Richard Contessa, 2601 Salem Church Road Suite 111 Fredericksburg, VA, 22407 6759, (540)786-3348 343378, Richard Contessa, 533 Jefferson Davis Hwy Fredericksburg, VA, 22401 (540)599-6760 330186, Kenneth Rice, 9886 Winchester Rd Front Royal, VA, 22630, (540)622-6002 330183, Kenneth Rice, 202 S Commerce Ave Front Royal, VA, 22630 3012, (540)636-8830 307070, Rohit Gandhi, 5026 George Washington Mem Hwy Grafton, VA, 23692 2770, (757)890-0906 340310, Eric Perry, 5113 Oaklawn Blvd Hopewell, VA, 23860 7333, (804)458-9876 341545, Abdolhossein Ejtemai, 2201 Old Bridge Rd Tackett'S Mill Shopping Ctr Lake Ridge, VA, 22192 (703)490-5035 307670, Suresh Patel, 521J E. Market St Leesburg, VA, 20176 4113, (703)777-2694 344087, Kiran Gunnam, 8525 Rolling Rd Manassas, VA, 20110 3647, (703)330-4411 343544, Kiran Gunnam, 8119 Watson St Mclean, VA, 22102 (703)226-3656 340884, Starla Taylor, 13847 Hull Street Rd Midlothian, VA, 23112 2003, (804)639-2330 307173, A Smith, 7300 Staples Mill Rd Richmond, VA, 23228 4122, (804)262-9393 301797. Kenneth Walker. 3620 Franklin Rd Sw Roanoke. VA. 24014 2286. (540)343-3170 303740, Pravina Bhalani, 305 Garrisonville Rd Ste 102 Stafford, VA, 22554 1579, (540)659-4223 340875, David Turner, 1028 Richmond Ave Staunton, VA, 24401 (540)885-5147 343316, Robert Claytor, 760 Warrior Dr Stephens City, VA, 22655, (540)868-9693 335797, James Angiolillo, 47010 Community Plaza Ste 180 Sterling, VA, 20164, (703)433-9000 306326, Howard Simon, 3900 Holland Rd VA Beach, VA, 23452 2805, (757)463-1748 335439, Kenneth Rice, 1208 Berryville Rd Winchester, VA, 22601 (540)667-7456 331607, Kenneth Rice, 303 W Boscawen St Winchester, VA, 22601 3809, (540)662-7622 337642, Robert Claytor, 1462 N Frederick Pike Winchester, VA, 22603 8677, (540)722-3800 339116, Robert Claytor, 23 E Gerrard St Cpl Winchester, VA, 22601, (540)678-9572 304706, Mario Ferreira, 13607 Jefferson Davis Hwy Woodbridge, VA, 22191 2004, (703)491-8089 330215. Kenneth Rice. 345 W Reservoir Rd Woodstock. VA. 22664 1000. (540)459-5800

## **Central States:**

#### PC, Current Franchisee, Store Address, Phone Number

306066, Shashikala Thakker, 2410 High St Covington, KY, 41017 1448, (859)331-4202 342756, Dinesh Thakker, 8509 US Route 42 Florence, KY, 41042 (859)746-1999 302454, Shashikala Thakker, 7951 Us Highway 42 Florence, KY, 41042 1805, (859)372-0100 302479. Motaz Alsaved. 19900 Rockside Rd Bedford. OH. 44146 2085. (440)232-9770 306594, Ghassan Azzi, 4740 Ridge Rd Brooklyn, OH, 44144 3327, (216)741-4438 335698, Theodore Rodgers, 4299 Boardman Canfield Rd Canfield, OH, 44406 0830, (330)533-7432 340451, Mike Flank, 370 Center St Sr 44 Chardon, OH, 44024, (440)285-2779 344417, Michael Rielly, 435 E. Martin Luther King Dr Cincinnati, OH, 45229 3361, (513)281-3700 336756, Sisson Quality Foods, LLC, 16204 Lorain Ave Cleveland, OH, 44111 5521, (216)812-3865 302277, Jav Ambe, Ltd. 2255 E Dublin Granville Rd Columbus, OH, 43229 3512, (614)890-6060 342449, Darrell Davis, 310 Tallmadge Rd Cuyahoga Falls, OH, 44221 3340, (330)929-2092 302106, Narendra Thakkar, 7777 Springboro Pike Dayton, OH, 45449 3611, (937)439-1418 342373, Michael Ouimet, 6641 Dixie Hwy Fairfield, OH, 45014 (513)874-4756 340607, Bhavesh Patel, 21015 Lorain Rd Fairview Park, OH, 44126 2126, (440)331-3265 341152, Amrutlal Patel, 1111 N. Hamilton Rd Gahanna, OH, 43230 (614)337-0750 341899. Mac's Convenience Stores, LLC, 1150 S. Broadway Geneva, OH, 44041 9143, (440)466-1847 336364, David Sisson, Jr., 5494 Leavitt Rd Lorain, OH, 44053 2156, (440)282-4440 336554, Roopal Pathak, 1209 N Court St Medina, OH, 44256 1581, (330)721-1313 340530, Mac's Convenience Stores, LLC, 2739 Medina Rd Medina, OH, 44256 8163, (330)721-8271 340371, Bhavesh Patel, 9584 Johnnycake Ridge Mentor, OH, 44060 4556, (440)358-9770 340982, Mike Flank, 7742 Lakeshore Blvd Mentor, OH, 44060 3302, (440)257-7790 302387, Candur, Inc., 17801 Bagley Rd Middleburg Heights, OH, 44130 3402, (440)243-8787 336737, Stewart White, 4898 Portage St. N.W. North Canton, OH, 44720 (330)494-9821 304946, William Duran, 26963 Lorain Rd North Olmsted, OH, 44070 3211, (440)734-2272 342094, Jayesh Patel, 255 Richmond St Painesville, OH, 44077 3244, (440)354-7117 342521, William Duran, 2080 Snow Rd Parma, OH, 44134 (216)398-2455 302625, Theodore Rodgers, 1301 Boardman Poland Rd Poland, OH, 44514 1935, (330)758-8881 343027, Stewart White, 2823 East State St Salem, OH, 44460 9303, (330)337-3327 343184, Ghassan Azzi, 4233 Mayfield Rd South Euclid, OH, 44121 3007, (216)382-5937 338519, James Damicone, 9168 State Route 14 Streetsboro, OH, 44241 5686, (330)422-1155 340548, Mac's Convenience Stores, LLC, 4959 Richmond Rd Warrensville Heights, OH, 44146 (216)292-0455 338084, Bhavesh Patel, 35535 Euclid Ave Willoughby, OH, 44094 4627, (440)953-4402 343536, Joseph Rando, Jr, 9100A Carothers Pkwy Suite 101 Franklin, TN, 37067 (615)778-0099 344754, William Pfaffmann, 430 Long Hollow Pike Suite A Caldwell Square Blg C, Goodlettsville, TN, 37072 (615)859-6225

343528, Joe Rando, 806 Nissan Dr Smyrna, TN, 37167 4447, (615)459-3004

342994, Ram Singla, 33 W. Virginia Way Suite 1 Potomac Marketplace - Bldg. #5, Ranson, WV, 25438 4881, (304)724-7030

## Midwest States:

#### PC, Current Franchisee, Store Address, Phone Number

336656, Paras Kayastha, 1750 West Lake St, Addison, IL, 60101 1172, (630)773-9890

336533, Paras Kayastha, 33 E Lake St, Addison, IL, 60101 2818, (630)279-7125

340842, Shamsuddin Panjwani, 12150 S. Cicero Ave, Alsip, IL, 60803 2945, (708)824-9744

330169, Raymond & Gayle Mondie, 442 Orchard St, Antioch, IL, 60002 1237, (847)395-9530

341408, Nitin Patel, 122 S Arlington Heights Rd, Arlington Heights, IL, 60005, (847)483-9820

301361, Syam Thotakura, 1010 E. Rand Rd, Arlington Heights, IL, 60004 4012, (847)577-0506

341737, Syam Thotakura, 2106 S Arlington Heights Rd, Arlington Heights, IL, 60005 4106, (847)758-0001

337268, Prakash Patel, 1237 N Eola Rd, Aurora, IL, 60504 9606, (630)375-0991

310427, Kamlesh Desai, 2112 W Galena Blvd, Aurora, IL, 60506 3255, (630)906-9820

342011, Dharmesh Rangwala, 2380 South Eola Rd Suite 100, Aurora, IL, 60504, (630)820-1869 361540, Babubhai Amin, 192 Fox Valley Ctr/B.T.Q 18, Aurora, IL, 60504 4106, (630)898-6606 306424, Ashwin Patel, 1255 N Farnsworth Ave, Aurora, IL, 60505 2011, (630)898-7000 302147, Jayantilal Patel, 108 S Northwest Hwy, Barrington, IL, 60010 4608, (847)381-3808 308537, Akhtar Ramzanali, 751 S Route #59, Bartlett, IL, 60103, (630)372-9687 304536, Mirza Alikhan, 502 Mannheim Rd, Bellwood, IL, 60104 1866, (708)547-9659 300561, Abdul Kamruddin, 6601 Cermak Rd, Berwyn, IL, 60402 2314, (708)749-0906 300606, Abdul Kamruddin, 7020 Ogden Ave, Berwyn, IL, 60402 3651, (708)795-5444 336742. Sunil Modi. 2306 East Oakland Ave. Bloomington, IL. 61701 5843. (309)662-2622 300676, Dipal Patel, 2323 W 127th St, Blue Island, IL, 60406 2108, (708)371-8558 343774, Terrence Markham, 1940 Roosevelt Rd, Broadview, IL, 60155 2926, (708)681-2006 339071. Shamsuddin Paniwani, 8049 S Harlem Ave, Burbank, IL, 60459 1664, (708)430-4791 300734, Murad Husain, 664 River Oaks Dr, Calumet City, IL, 60409 5712, (708)862-7591 337637, Khowaja Jaffer, 2270 Randall Rd, Carpentersville, IL, 60110 3314, (847)844-3938 336486, Sunil Modi, 515 S. Neil St, Champaign, IL, 61826 5219, (217)359-7005 339965, Noorul-Amin Khowaja, 401 E. Ontario, Chicago, IL, 60611 3051, (312)280-1979 304641, Nenita Dejuras, 3801 W. Belmont Ave, Chicago, IL, 60618 5205, (773)539-2196 304551, Nassereddin Meherally, 3000 N Ashland Ave, Chicago, IL, 60657 3012, (773)929-6669 341993, Mohammed Badruddin, 3210 W. 87th St, Chicago, IL, 60652 3768, (773)776-2263 337399, Mohammed Badruddin, 2477 S Archer Ave, Chicago, IL, 60616 1853, (312)225-3211 339721, Mayank Purohit, 6001 West Addison Ave, Chicago, IL, 60634 4210, (773)202-1915 340873, Kokilaben Patel, 7905 S. Cicero, Chicago, IL, 60652 1023, (773)585-2432 336664, Kokilaben Patel, 7601 S. Cicero Suite Ford City Shopping Ctr. Ste 43, Chicago, IL, 60652, (773)582-1443 345349, Karim Khoja, 5130 N. Broadway St, Chicago, IL, 60640 3004, (773)878-4623 341285, Karim Khoja, 4644 W. Diversey, Chicago, IL, 60639 1829, (773)202-1940 331816, Karim Khoja, 3427 W Diversey Ave, Chicago, IL, 60647 1220, (773)252-5600 300682, Karam Foods, Inc., 1755 W Addison St, Chicago, IL, 60613 3539, (773)248-4777 342164, Kadar Sodagar, 901 W Washington Blvd, Chicago, IL, 60607 2203, (312)850-3450 340404, Kadar Sodagar, 2247 N. Milwaukee Ave, Chicago, IL, 60647 4035, (773)235-1365 336741, John Bozich, 8753 S. Stony Island Ave, Chicago, IL, 60617 2709, (773)375-2426 304851, John Bozich, 6925 S Pulaski Rd, Chicago, IL, 60629 4222, (773)585-5999 304908, John Bozich, 6100 S Western Ave, Chicago, IL, 60636 2022, (773)776-3421 304662, John Bozich, 4302 S Ashland Ave, Chicago, IL, 60609 3139, (773)847-3337 331198, John Bozich, 1431 W 95th St, Chicago, IL, 60643 1327, (773)779-5112 332397, Western Irving Food Corp., 4010 N. Western Ave., Chicago, IL, 60618 3727, (773)604-4433 330136, Vishal Shah, 6408 W Irving Park Rd, Chicago, IL, 60634 2459, (773)545-9875 341557, Vishal Shah, 1982 N Clybourn, Chicago, IL, 60614 4924, (773)883-0045 301316, Usha Shah, 5000 W. Irving Park Rd, Chicago, IL, 60641 2610, (773)545-0515 330650, Sirajuddin Virani, Merchandise Mart Plz Ste 470, Chicago, IL, 60654 1005, (312)222-1196 339728, Sirajuddin Virani, 600 S. Wabash Ave, Chicago, IL, 60605 1808, (312)786-9750 337715, Sirajuddin Virani, 500 W Roosevelt Rd, Chicago, IL, 60607 4909, (312)765-0199 307992. Siraiuddin Virani. 31 E Adams St. Chicago. IL. 60603 5603. (312)922-7000 331957, Sirajuddin Virani, 229 W Jackson Blvd, Chicago, IL, 60604, (312)987-1953 310285, Sirajuddin Virani, 1231 S Wabash Ave, Chicago, IL, 60605 2412, (312)765-9952 302689, Shamsuddin Panjwani, 2801 S Kedzie Ave, Chicago, IL, 60623 4712, (773)847-5930 308751, Shamim Esmail, 233 N MI Ave IL Center, Chicago, IL, 60601 5519, (312)938-0400 338802, Shamim Esmail, 200 E Ohio St Ste 1, Chicago, IL, 60611 7270, (312)787-9055 343082, Salil Contractor, 5707 W. North Ave, Chicago, IL, 60646, (773)745-3585 343864, Saleem Hussain, 5931 S. Kedzie Ave, Chicago, IL, 60629, (773)776-5900 337720, Saibu Pathiyil, 3977 W. Columbus, Chicago, IL, 60652 3750, (773)581-6530 306021, Pyar Ali Merchant, 6254 N Western Ave, Chicago, IL, 60659 2818, (773)274-0094 307576, Pravina Patel, 814 E. 87th St, Chicago, IL, 60619 6204, (773)846-8400 307504. Pravina Patel, 3481 S. Dr Martin L King Jr Dr. Chicago, IL, 60616 4108, (312)949-1111 336088, Prahlad Patel, 5615 S Harlem, Chicago, IL, 60638, (773)586-6460 339911, Anver Kanchwala, 75 E. Washington St., Chicago, IL, 60602 3401, (312)263-3663 342769, Amrit Patel, 555 W. Lake St, Chicago, IL, 60661, (312)887-1050

306753, Amrit Patel, 5200 N Lincoln Ave, Chicago, IL, 60625 2406, (773)784-5070 307724, Amrit Patel, 4867 N Milwaukee Ave, Chicago, IL, 60630 2145, (773)202-0988 342748, Amrit Patel, 4851 W. Belmont Ave, Chicago, IL, 60641 4330, (773)777-7589 300729, Amrit Patel, 3132 W Devon Ave, Chicago, IL, 60659 1427, (773)262-4561 302513, Amrit Patel, 3039 N. Central Ave, Chicago, IL, 60634 5311, (773)777-4773 300542, Amir-Ali Khoja, 4547 N Broadway St, Chicago, IL, 60640 5601, (773)784-2500 301626, Amir-Ali Khoja, 2337 N Cicero Ave, Chicago, IL, 60639 3329, (773)237-1300 306909, Akhtar Ramzanali, 1927 W Fullerton Ave Elston, Chicago, IL, 60614 1915, (773)227-0800 302758, Akhtar Ramzanali, 1746 N Western Ave. Chicago, IL, 60647 5324, NULL 308139, Akhtar Ramzanali, 1244 N Ashland Ave Milwaukee, Chicago, IL, 60622 2257, (773)227-0890 304950, Akbar Mithani, 3910 S Archer Ave, Chicago, IL, 60632 1116, (773)523-3646 304835. Akbar Mithani, 3200 N Clark St. Chicago, IL, 60657 1602. (773)477-3636 335720, Abdul Rehman Halani, 6 N. Wabash Ave, Chicago, IL, 60602 4702, (312)384-1870 336132, Abdul Rehman Halani, 400 S. Fin. Place Shp Ctr/3-A, Chicago, IL, 60605, (312)663-5150 336025, Abdul Rehman Halani, 205 W Randolph St, Chicago, IL, 60606, (312)641-3371 306229, Abdul Rehman Halani, 101 W Division St, Chicago, IL, 60610 1909, (312)664-6377 338368, Abdul Rehman Halani, 100 W Randolph St Ste 112, Chicago, IL, 60601 3219, (312)578-0826 336172, Abdul Malik Hussain, 7578 N. Western Ave, Chicago, IL, 60645 1511, (773)274-7800 342607, Janak Khatau, 800 N. Kedzie, Chicago, IL, 60651 4100, (773)265-5940 342326, Janak Khatau, 1614 W. 59th St, Chicago, IL, 60636, 773-925-4088 343169, Jaime Dejuras, 3347 W. North Ave, Chicago, IL, 60647 4901, (773)486-7974 304777, Jaime Dejuras, 3310 W Addison St, Chicago, IL, 60618 4304, (773)539-8114 336600, Jaime Dejuras, 1651 W Roosevelt Rd, Chicago, IL, 60608 1335, (312)563-1377 300938, Dharmesh Purohit, 7171 W Irving Park Rd, Chicago, IL, 60634 2225, (773)286-1668 332479, Dharmesh Purohit, 5650 W Fullerton Ave, Chicago, IL, 60639 2352, (773)385-6564 342335, Dharmesh Purohit, 5205 N Nagle Avenue, Chicago, IL, 60630 1818, (773)763-7160 341237, Dharmesh Purohit, 5050 W. Grand Ave, Chicago, IL, 60639 4415, (773)622-3373 337587, Dharmesh Purohit, 5050 N Cicero Ave, Chicago, IL, 60630 2452, (773)481-1488 340379, Chung Sun Lee Jacker, 4821 N. Kedzie Ave, Chicago, IL, 60625 5206, (773)463-2691 304935, Barkat Gillani, 6342 N Milwaukee Ave, Chicago, IL, 60646 3728, (773)763-7181 303383, Barkat Gillani, 6250 N Clark St, Chicago, IL, 60660 1202, (773)338-2700 301124, Barkat Gillani, 4045 W Lawrence Ave, Chicago, IL, 60630 2826, (773)427-9777 300566, Barkat Gillani, 1743 W. Lawrence Ave, Chicago, IL, 60640 4403, (773)334-0554 330257, Barkat Gillani, 1441 W Montrose Ave, Chicago, IL, 60613 1348, (773)348-4888 344933, Babubhai Amin, 345 N. Central Ave, Chicago, IL, 60644 2267, (773)287-9920 335178, Ashok Pandya, 801 West Diversey Pkwy, Chicago, IL, 60614, (773)871-8646 336005, Ashok Pandya, 5959 Diversey Ave, Chicago, IL, 60639 1137, (773)745-0731 340173, Ashok Pandya, 2640 N. Naragansett, Chicago, IL, 60639 1030, (773)622-7591 343456, Salil Contractor, 782 N Laramie Ave, Chicago, IL, 60651, (773)626-2343 302435, Tarulata Patel, 3225 Chicago Rd, Chicago Heights, IL, 60411 5420, (708)754-9774 306625, Chris Costianis, 2147 S Cicero Ave, Cicero, IL, 60804 2526, (708)863-4943 301000, Abdul Kamruddin, 5600 W 16th St, Cicero, IL, 60650 1850, (708)780-9330 339524, Mohamed Jeddy, 4021 W 183rd, Country Club Hills, IL, 60478 5306, (708)476-1927 302581, Umesh Patel, 1724 N Plainfield Rd, Crest Hill, IL, 60435, (815)741-4511 338969, Dipal Patel, 5443 W 127th St, Crestwood, IL, 60445 1122, (708)396-9701 341538, SM Donut, Inc., 409 S. Gilbert Ave, Danville, IL, 61832, (217)431-5547 336980, Karim Khoja, 499 Lake Cook Rd, Deerfield, IL, 60015 5202, (847)272-6100 300567, Hemant Patel, 850 Elmhurst Rd, Des Plaines, IL, 60016 5670, (847)981-9022 340608, Jalaluddin Poonja, 782 W. Oakton, Des Plaines, IL, 60018 1839, (847)290-0752 336988, Dharmesh Purohit, 1136 E. Sibley Blvd, Dolton, IL, 60419 2828, (708)849-3991 336502, Khowaja Jaffer, 1730 N State St, Elgin, IL, 60123 1483, (847)531-8700 310222, John Cywinski, 263 S. Randall Rd, Elgin, IL, 60123 5548, (847)622-0100 331731, Akhtar Ramzanali, 95 Clock Tower Plz, Elgin, IL, 60120 7800, (847)289-9500 336579. Akhtar Ramzanali, 812 E. Chicago Ave, Elgin, IL. 60123. (847)841-7411 303395, Amin Habib, 936 N York Rd, Elmhurst, IL, 60126 1111, (630)530-9292 361561, Seema Nazli, 195 E. Butterfield Rd Elmhurst Plaza, Elmhurst, IL, 60126 5103, (630)833-3535 336501, Seema Nazli, 506 W North Ave, Elmhurst, IL, 60126 2103, (630)279-1933

304907. Ashok Pandva. 7201 W. Grand Ave. Elmwood Park. IL. 60707 2054. (708)452-0145 338026, Abdul Panjwani, 1900 Dempster St, Evanston, IL, 60202 1061, (847)869-3600 306178, Abdul Panjwani, 2658 Green Bay Rd, Evanston, IL, 60201 1422, (847)869-6667 342523, Vinayak Donuts, Inc., 9800 S. Western Ave., Evergreen Park, IL, 60805, (708)424-6666 332969, Purushottam Patel, 20551 S. Lagrange Rd, Frankfort, IL, 60423 1345, (815)469-3303 336650, Ashok Pandya, 10131 W Grand Ave, Franklin Park, IL, 60131 2548, (847)288-9261 306011, Barkat Gillani, 1750 Milwaukee Ave, Glenview, IL, 60025 1441, (847)390-0277 342052, Alka Patel, 813 E. Belvidere Rd, Grayslake, IL, 60030 2581, (847)543-7366 337106. Karim Khoia. 5414 Grand Ave. Gurnee, IL. 60031. (847)249-9200 336862, Noorali Ali, 7450 Barrington Rd, Hanover Park, IL, 60133 2240, (630)540-1740 336862, Rishad Rajabali, 7450 Barrington Rd, Hanover Park, IL, 60133 2240, (630)540-1740 339425, Saibu Pathivil, 16242 S, Halsted, Harvey, IL, 60426 5916, (708)331-5801 306048, Karim Khoja, 1990 Skokie Valley Rd, Highland Park, IL, 60035 2362, (847)432-9177 310404, Chandrika Patel, 9400 Joliet Rd, Hodgkins, IL, 60525 4156, (708)387-7108 308336. Amir Ali. 1165 N Barrington Rd. Hoffman Estates. IL. 60194 1144. (847)490-3540 339233, Purushottam Patel, 14135 S. Bell Rd., Homer Glen, IL, 60491 8464, (708)301-9588 301481, Murad Husain, 2353 183rd St, Homewood, IL, 60430 3119, (708)922-1818 339870, Akhtar Ramzanali, 12090 Princeton Dr, Huntley, IL, 60142 7654, (847)669-9495 340620, Alka Patel, 510 Auburn Drive Unit A, Island Lake, IL, 60042 9105, (847)487-9458 304027, Dharmisth Patel, 20 S Larkin Ave, Joliet, IL, 60436 1292, (815)730-3777 336665. Krishna Patel, 3011 Plainfield Rd. Joliet, IL. 60432. (815)609-5870 341761, Shamsuddin Panjwani, 2959 W. Jefferson St, Joliet, IL, 60435 5235, (815)729-1940 337034, Dunbas Corp, 8029 W. 79th St., Justice, IL, 60458 1607, (708)458-2143 307271, Alka Patel, 485 South Rand Rd, Lake Zurich, IL, 60047, (847)540-7776 336488, Lalitkumar Detroja, 17733 Torrence Ave, Lansing, IL, 60438 1834, (708)418-8701 342193, Purushottam Patel, 12371 Derby Ln, Lemont, IL, 60439, (630)243-9613 342488, James Evans, 210 Peterson Rd, Libertyville, IL, 60048, (847)680-8008 338152, Barkat Gillani, 3946 W. Devon Ave, Lincolnwood, IL, 60712 1043, (847)677-7077 330329, Nassereddin Meherally, 3910 W Touhy Ave, Lincolnwood, IL, 60712 1028, (847)677-3400 336941, Purushottam Patel, 819 E. Ogden Ave., Lisle, IL, 60532, (630)515-9430 335919, Dipika Patel, 1550 E Riverside Blvd, Loves Park, IL, 61111 4743, (815)633-1691 344408, Maneklal Patel, 8001 Ogden Ave, Lyons, IL, 60534, (708)442-8414 337125, Chandra Shah, 3011 W. 159th St, Markham, IL, 60426 4003, (708)596-4244 337724, Dharmangthan Kurup, 4502 W Elm St, Mchenry, IL, 60050 4013, (815)363-1974 304977, Pradeep Bhalla, 912 Winston Plaza, Melrose Park, IL, 60160 2209, (708)344-6807 306474, Amrit Patel, 2033 N Mannheim Rd Melrose Crsg, Melrose Park, IL, 60160 1000, (708)344-1390 343190, Shamsuddin Panjwani, 106 N. Ridge Rd, Minooka, IL, 60447 9867, (815)521-2911 342780, Shailesh Shah, 18700 S. Wolf Rd, Mokena, IL, 60448, (708)479-6363 338694, Shamsuddin Panjwani, 11212 W. Lincoln Hwy, Mokena, IL, 60448 8208, (815)806-8270 337732, Amir-Ali Khoja, 820 E. Rand Rd, Mount Prospect, IL, 60056 2565, (847)394-8654 336528, Hemant Patel, 1001 S Busse Rd, Mount Prospect, IL, 60056 4507, (847)690-0650 301479, Amir-Ali Khoja, 346 N Lake St, Mundelein, IL, 60060 2208, (847)949-4411 341432. Aziz Nathani. 722 S. Rt. 83. Mundelein. IL. 60060. (847)566-6500 336346, New Praveg, Inc., 1991 Brookdale Rd, Naperville, IL, 60563 2077, (630)848-0030 306626, Jalaluddin Poonja, 602 S State Rte 59, Naperville, IL, 60540 0900, (630)717-8595 342310, Dharmisth Patel, 1580 West Ogden Ave Suite 100, Naperville, IL, 60540, (630)355-7361 340002, Bharat Patel, 3108 State Route 59 Suite 144, Naperville, IL, 60564 8021, (630)922-4432 341527, Shamsuddin Panjwani, 970 Laraway Rd, New Lenox, IL, 60451, (815)485-8270 336529, Karim No. 3, Inc., 7039 W Dempster St, Niles, IL, 60714 2130, (847)965-9696 306987, Pyar Ali Merchant, 7525 N Harlem Ave, Niles, IL, 60714 3743, (847)647-7621 306690, Amir-Ali Khoja, 2829 22nd St, North Chicago, IL, 60064, (847)689-0054 338463, Babubhai Amin, 7501 W Cermak Rd North Riverside Mall, North Riverside, IL, 60546 1438, (708)447-9023 340344, Shamsuddin Panjwani, 8360 W. Cermak Ave, North Riverside, IL, 60546 1425, (708)447-9201 342243, Pradeep Bhalla, 148 W North Ave, Northlake, IL, 60164, (708)531-9006 336489, Purushottam Patel, 5159 W. 159th St, Oak Forest, IL, 60452 3432, (708)687-0269

341762, Mohamed Jeddy, 4152 W. 167th St, Oak Forest, IL, 60452, (708)331-9610

335722. Mehendi Paniwani. 10801 S. Cicero Ave. Oak Lawn. IL. 60453 5403. (708)952-1080 330663, Noorjehan Panjwani, 8723 Ridgeland Ave, Oak Lawn, IL, 60453 1001, (708)598-7510 336492, Abdul Kamruddin, 6820 W. Roosevelt, Oak Park, IL, 60304, (708)386-3322 301863, Rishad Rajabali, 17521 Roosevelt Rd, Oakbrook Terrace, IL, 60181 3527, (630)629-9026 336740, Purushottam Patel, 2520 W. Lincoln Hwy, Olympia Fields, IL, 60461 1960, (708)283-8038 340505, Shailesh Shah, 3252 Vollmer Rd, Olympia Fields, IL, 60461 1122, (708)679-1550 336659, Purushottam Patel, 8940 W 159th St, Orland Park, IL, 60462 5620, (708)403-1025 304500, Purushottam Patel, 14461 S La Grange Rd, Orland Park, IL, 60462 2505, (708)460-3088 339462, Mohamed Jeddy, 11289 W 143rd, Orland Park, IL, 60467 1923, (708)364-7150 336692, Khowaja Jaffer, 801 East Dundee Rd, Palatine, IL, 60074 2854, (847)359-6599 306016, Catherine Anczerewicz, 12807 S Harlem Ave, Palos Heights, IL, 60463 2132, (708)448-3676 342436, Shamsuddin Panjwani, 10340 S. Harlem Ave, Palos Hills, IL, 60465 2036, (708)233-9070 338020, NRN Donuts, Inc., 11901 S 80th Ave, Palos Park, IL, 60464 3102, (708)361-8502 303400, Amrit Patel, 4525 N Sterling Ave, Peoria, IL, 61614, (309)682-0272 342731, Sunita Patel, 1600 N. Knoxville Ave, Peoria, IL, 61603\*, (309)688-2021 338604, Jayantibhai Patel, 13313 S. State Route 59 (Across From Jewell Osco), Plainfield, IL, 60544, (815)609-1940 340507, Karim Khoja, 1204 S. Milwaukee Ave, Prospect Heights, IL, 60070 2305, (847)215-2211 342005, Sunil Modi, 402 S. Century Blvd, Rantoul, IL, 61866 2908, (217)892-3132 306451, Shailesh Shah, 3937 Sauk Trl, Richton Park, IL, 60471 1339, (708)481-8080 308162, Ashok Pandva, 8257 W, Belmont Ave, River Grove, IL, 60171 1044, (708)452-5030 335918, Dipika Patel, 2542 S Alpine Rd, Rockford, IL, 61108, (815)397-4400 335747, Dharmisth Patel, 1450 Golf Rd, Rolling Meadows, IL, 60008 4206, (847)806-0800 331730, Narima, Inc, 3350 Kirchoff Rd., Rolling Meadows, IL, 60008, (847)818-9675 307400, Rishad Rajabali, 2222 W Algonquin Rd, Rolling Meadows, IL, 60008 3608, (847)670-0440 335426, Noorjehan Panjwani, 649 N. Independence, Romeoville, IL, 60441, (815)293-2894 340253, Ashok Pandya, 9781 W. Higgins Rd, Rosemont, IL, 60018 4744, (847)318-9314 301854, John Cywinski, 1711 W. Main St, Saint Charles, IL, 60174 1631, (630)377-0544 338440, Saibu Pathiyil, 2703 E Sauk Trail, Sauk Village, IL, 60411 5264, (708)758-6210 301476, Amir Ali, 893 E Schaumburg Rd, Schaumburg, IL, 60194 3654, (847)584-2692 336651, Anita Shah, 477 West Golf Rd, Schaumburg, IL, 60194, (847)839-0500 342442, Ashok Pandya, 4740 N River Road, Schiller Park, IL, 60176, (847)671-9588 338740, Krishna Patel, 955 Brook Forest Ave, Shorewood, IL, 60431 8839, (815)609-5570 304563, Abdul Panjwani, 5150 Touhy Ave, Skokie, IL, 60077 3474, (847)982-1825 331837, Murad Husain, 460 E. 162nd St, South Holland, IL, 60473 2258, (708)596-3333 340378, Daniel Shanahan, 34484 N. U.S. Highway 45, Third Lake, IL, 60030 4042, (847)223-5353 344036, Shailesh Shah, 7086 W. 183rd St, Tinley Park, IL, 60477, (708)444-0800 338402, Shailesh Shah, 9510 179th St, Tinley Park, IL, 60477 9602, (708)429-9600 339235, Modi Family, Inc., 404 W University Ave, Urbana, IL, 61801 1644, (217)328-3513 306437, Amir-Ali Khoja, 700 N Milwaukee Ave, Vernon Hills, IL, 60061 1593, (847)362-4224 338747, Alka Patel, 469 W. Liberty St, Wauconda, IL, 60084 3465, (847)487-6880 302946, Dashu Patel, 330 S Neltnor Blvd, West Chicago, IL, 60185 2928, (630)231-5640 337460. Dharmisth Patel, 185 W. North Ave, West Chicago, IL, 60185 6225, (630)562-9001 300211, Shaker-Khannoo, Inc., 3019 Wolf Rd, Westchester, IL, 60154 5622, (708)562-1131 340339, Rishad Rajabali, 15 E. Ogden Ave, Westmont, IL, 60559 1339, (630)963-4652 301852, Jeffrey Nave, 19 W. 63rd St, Westmont, IL, 60559 2605, (630)271-8261 331015, Amin Habib, 516 W. Irving Park Rd, Wood Dale, IL, 60191, (630)521-1122 340391, Daniel Shanahan, 339 S. Eastwood Dr, Woodstock, IL, 60098 4626, (815)338-9499 300928, Noorjehan Panjwani, 6707 W 111th St, Worth, IL, 60482 1911, (708)671-1870 300700, Dharmisth Patel, 1604 N Bridge St, Yorkville, IL, 60560 1802, (630)553-2030 337556, Karim Khoja, 2101 Sheridan Rd, Zion, IL, 60099 2326, (847)872-2700 336490, Tarulata Patel, 1126 N. Main St, Crown Point, IN, 46307, (219)661-9441 339087, Patricia Wojnovich, 1371 Joliet St, Dyer, IN, 46311, (219)322-6699 339980, Timothy Hall, 6747 Jefferson Blvd Relo 302837, Fort Wayne, IN, 46804 6209, (260)432-8291 301635, Amrit Patel, 6060 W Ridge Rd, Gary, IN, 46408 1701, (219)972-3942 339793, Navin Dedania, 7306 Calumet Ave, Hammond, IN, 46324 2620, (219)933-0853 310448, Thomas Mammen, 4614 Calumet Ave, Hammond, IN, 46327 1608, (219)931-5060

300489. Vachhani Kantilal. 7340 INpolis Blvd. Hammond. IN. 46324 2908. (219)844-5332 304650, Tarulata Patel, 9228 INpolis Blvd, Highland, IN, 46322 2558, (219)838-2350 336784, Hobart Donuts, Inc., 1621 East 37th Ave, Hobart, IN, 46342 2581, (219)947-7670 301651, Amrit Patel, 5775 S Broadway, Merrillville, IN, 46410 2636, (219)887-4710 330081, Jayantibhai Patel, 71 W 81st Ave, Merrillville, IN, 46410 5450, (219)756-3333 339801, Tarulata Patel, 2050 W. 81st Ave, Merrillville, IN, 46410 5337, (219)736-6800 341449, Tarulata Patel, 8235 Calumet Ave, Munster, IN, 46321 1703, (219)836-8525 339070, Tarulata Patel, 9405 Wicker Ave, Saint John, IN, 46373 9400, (219)365-1230 336487. Tarulata Patel. 1695 U.S. Route 41. Schererville. IN. 46375. (219)865-5102 307466, Laurence Gill, 1651 Morthland Dr, Valparaiso, IN, 46383, (219)531-6363 301633, Saibu Pathiyil, 3310 Calumet Ave, Valparaiso, IN, 46383 2644, (219)465-0440 300415, Amrit Patel, 1531 INpolis Blvd, Whiting, IN, 46394 1134, (219)659-0232 331348, Atty Seventy Five, 21980 Sibley Rd, Brownstown, MI, 48192 8432, (734)281-8952 330205, Ravi Rao, 44532 MI Ave, Canton, MI, 48188 2423, (734)397-0644 306041, Salim Ali, 41511 Ford Rd., Canton, MI, 48188, (734)981-6910 302109, Wael Elhajomar, 37310 S. Gratiot Ave Metro Parkway (16mi), Clinton Township, MI, 48036 2701, (586)465-7303 337259, Priyen Patel, 35134 Groesbeck Hwy, Clinton Township, MI, 48035 2511, (586)746-1227 340300, Salim Ali, 24235 MI Ave, Dearborn, MI, 48124 1801, (313)562-2857 340872, Baldev Patel, 4345 S. Telegraph Rd, Dearborn Heights, MI, 48125 1932, (313)561-2426 308682, Bhikhabhai Patel, 19125 Telegraph Road, Detroit, MI, 48219 1667, (313)541-3210 306020, Faisal Enterprises, 14900 E 8 Mile Rd, Detroit, MI, 48205 1236, (313)521-8196 304461, Odeh Bataveh, 27919 Grand River Ave, Farmington Hills, MI, 48336 5918, (248)471-1890 306487, Priyen Patel, 22451 Woodward Ave, Ferndale, MI, 48220 1818, (248)336-9071 338493, Amrut Patel, 1280 28th St Se, Grand Rapids, MI, 49508 1314, (616)246-9900 337292, Amrut Patel, 4410 Chicago Dr Sw, Grandville, MI, 49418 1530, (616)249-8400 339641, Todd Lekander, 763 S. MI Ave, Howell, MI, 48843 2218, (517)546-3100 302193, Amrut Patel, 4020 28th St Se, Kentwood, MI, 49512, (616)954-0305 360456, Shankaralal Patel, 4005 Dix Hwy, Lincoln Park, MI, 48146 3934, (313)388-5511 300654, Baldev Patel, 27609 Plymouth Rd, Livonia, MI, 48150 2320, (734)427-1343 300712, Hasmuk Patel, 28875 Dequindre Rd, Madison Heights, MI, 48071 3057, (248)336-9022 302113, Letcher Enterprises, Inc., 1917 S Saginaw Rd, Midland, MI, 48640 6807, (989)837-2990 304009, Baldev Patel, 39415 W 10 Mile Rd, Novi, MI, 48375 2910, (248)426-9348 300653, Ken Smith, 25170 Greenfield Rd, Oak Park, MI, 48237 1442, (248)967-6288 343440, Todd Lekander, 720 N. Main St, Perry, MI, 48872, (517)625-3103 337273, Hetal Patel, 600 S Opdyke Rd, Pontiac, MI, 48341, (248)758-1900 341073, Ramesh Patel, 14855 Telegraph Rd, Redford, MI, 48239 3418, (313)531-5903 337855, Ramesh Patel, 9406 Telegraph Rd, Redford, MI, 48239 1261, (313)535-2187 306018, Hetal Patel, 940 S Rochester Rd, Rochester Hills, MI, 48307 2742, (248)651-0227 337620, James Asmar, 28351 Groesbeck Hwy, Roseville, MI, 48066 2328, (586)447-9999 340661, Chrava, LLC, 1700 W 14 Mile Rd, Royal Oak, MI, 48073 1729, (248)288-3074 301485, Jayantilal Patel, 2731 Niles Ave, Saint Joseph, MI, 49085 2444, (269)983-7909 337621, James Asmar, 14016 23 Mile Rd, Shelby Township, MI, 48315 2908, (586)566-7623 300702, Nadim Iskander, 24740 Telegraph Rd, Southfield, MI, 48034 3016, (248)948-7126 339503, Falguni Raval, 23113 Greenfield Rd, Southfield, MI, 48075, (248)967-6919 336549, Bhikhabhai Patel, 29285 Southfield Rd, Southfield, MI, 48076 2842, (248)395-9990 300940, Shankaralal Patel, 15067 Eureka Rd, Southgate, MI, 48195 2609, (734)282-4477 337303, James Asmar, 43761 Schoenherr Unit B, Sterling Heights, MI, 48311, (586)726-6770 343046, Ravi Rao, 36819 Mound Road, Sterling Heights, MI, 48310, (586)264-3553 304462, Ravi Rao, 39151 Van Dyke Ave, Sterling Heights, MI, 48313 4616, (586)276-0885 336555, Ravi Rao, 44603 Mound Rd, Sterling Heights, MI, 48314 1321, (586)991-0663 301487, Ramesh Patel, 11111 Telegraph Rd, Taylor, MI, 48180 6813, (734)287-6650 341528, Khan Munir, 32637 Van Dyke Ave, Warren, MI, 48093 1040, (586)826-8404 336552. Bhikhabhai Patel. 27470 Van Dvke Ave. Warren. Ml. 48093 2804. (586)755-5151 339502, Hetal Patel, 307 N Telegraph, Waterford, MI, 48328 3324, (248)706-1800 339287, James Asmar, 29365 Ann Arbor Trail, Westland, MI, 48185 1854, (734)524-0000 300569, Vijay Patel, 34417 Ford Rd, Westland, MI, 48185 3007, (734)467-7476

336551, Ravi Rao, 28040 S. Wixom Rd, Wixom, MI, 48393 3404, (248)449-8815 301888, Shankaralal Patel, 20050 West Rd, Woodhaven, MI, 48183 3321, (734)692-4445 342377, Scott Rhyan, 1905 Center Ave, Janesville, WI, 53546, (608)758-9937 336825, Craig Gordon, 4950 S 27th St, Milwaukee, WI, 53221 2606, (414)281-4950 341519, Craig Gordon, 6026 Washington Ave, Racine, WI, 53406 4024, (262)884-0404

#### Southwest States:

PC, Current Franchisee, Store Address, Phone Number

330939, David Kouyoumjian, 20229 N 67th Ave Ste C5, Glendale, AZ, 85308 6665, (623)362-2175 338133, Jiwon Lee, 6606 E Mckellips Rd/#101, Mesa, AZ, 85215 2866, (480)218-7065 339548, Superna Kaushal, 8275 West Lake Pleasant Pkwy Suite #107, Peoria, AZ, 85382, (623)561-9988 300556, Superna Kaushal, 3519 W Glendale Ave, Phoenix, AZ, 85051 8332, (602)841-8103 304990, Ali Akar, 1655 W. Valencia Rd Suite 101, Tucson, AZ, 85746 6026, (520)741-1926 360179, Lois Nudelman, 4022 N Oracle Rd, Tucson, AZ, 85705 2720, (520)293-5624 336977, Walter Thibodeau, 4676 E. Grant Rd, Tucson, AZ, 85712, (520) 795-7142 337492, Walter Thibodeau, 904 E. University Blvd, Tucson, AZ, 85719 5049, (520) 882-7711 300981, Chandra Korrapati, 4015 Veterans Memorial Blvd, Metairie, LA, 70002 5501, (504)887-3051 304248, Yasmin Haji, 5502 4th St NW, Albuquerque, NM, 87107 5210, (505)345-3723 339677, Saloni Enterprises, Inc., 1008 W. Hebron Pkwy, Carrollton, TX, 75010 1124, (972)395-7758 330028, Han Park, 700 N Zaragoza Rd, El Paso, TX, 79907 4735, (915)860-0100 331574, Champak Patel, 7501 Highway 6 N, Houston, TX, 77095 2603, (281)463-0966 306422, Subrata Banerjea, 2001 Coit Rd Ste 321, Plano, TX, 75075 3734, (972)985-9994

306758, Ming-Ren & Ping-Chuen Chang, 1501 W Southwest Loop 323, Tyler, TX, 75701 9350, (903)581-4037

#### DUNKIN' DONUTS/BASKIN-ROBBINS COMBO STORES December 31, 2006 to December 29, 2007 (Fiscal Year 2007) Franchisees Who Sold Their Stores, or are Otherwise No Longer in Business at the Indicated Location\*

DD is required to provide franchise candidates with the following list of "former" franchisees. To be listed, a franchisee, at one of his/her stores, must have been involved in a transaction falling into one of the categories listed below. While some of the listed franchisees may have been terminated for violations of their franchise agreements or left the System because of poor operating results, THIS IS NOT A LIST OF FRANCHISEES WHOSE BUSINESSES HAVE FAILED.

Most of the former franchisees on the list sold one or more stores. When this occurs, we usually assign or terminate their franchise agreement and add the sellers to this list. A number of the "former" franchisees may be currently operating other stores. The vast majority of listed stores are still operating.

To better understand the transactions from which the following list was generated, please refer to the franchisee statistical information section of this Offering Circular.

\*Definition required by the Federal Trade Commission: A list of every franchisees who had an outlet terminated, cancelled, not renewed, or otherwise ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this offering circular. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

## Northeast Region

In this Region all of the following Combo stores (except for the last store) closed the Baskin-Robbins portion of the store. The Dunkin' Donuts brand remains open under the same owner.

## PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

- 300570, CT, Bangalore Mahesh, c/o DD, 4150 Main St, Bridgeport, CT, 203-374-0400
- 331805, CT, Christopher Dortenzio, c/o DD 198 Leavenworth Rd, Shelton, CT, 203-650-4074, cdortenzio@aol.com
- 332776, CT, George Veneziano, c/o DD, 440 S. Main St, Colchester, CT, 860-537-0734
- 335070, CT, Wayne Bowman, c/o DD 815 Lafayette Blvd, Bridgeport, CT, 203-366-1605
- 336129, CT, Carlos Andrade, c/o DD 411-D Universal Dr., North Haven, CT, 203-239-1962
- 337312, CT, Pedro Andrade, c/o DD 175 Broad St, Waterford, CT, 860-443-6610
- 337618, CT, James Zafiris, c/o DD 1 Kirby Rd, Cromwell, CT, 860-613-2450
- 338879, CT, Joseph Naples, III, c/o DD 999 Main St N, Southbury, CT, 860-747-3781
- 339827, CT, C. Andrade, R. Rianhard, R. Gabellieri, c/o DD 1635 Old Post Rd, Old Saybrook, CT, 860-399-0025,
- 339828, CT, C. Andrade, R. Rianhard, R. Gabellieri, c/o DD 2460 Dixwell Ave, Hamden, CT, 203-288-0442,
- 340241, CT, George Veneziano, c/o DD 109 Main St, Hebron, CT, 860-450-9791
- 340286, CT, Manuel Jose, c/o DD 1575 Main St, Willimantic, CT, 860-450-9791
- 300662, MA, Ralph D'Alelio, c/o DD 951 Bennington St, E. Boston, MA, 617-569-4919
- 300925, MA, Manuel Andrade, c/o DD 544 S. Washington St, N. Attleboro, MA, 508-695-6820
- 301771, MA, Watermark Donut Co./Sean Sullivan, Boston, MA, 617-464-3796
- 302677, MA, Jose Couto, 169 Main St, Stoneham, MA, 617-719-0181, joconnor@coutomanagement.com
- 304225, MA, Tom Adie, c/o DD 80 Drum Hill Rd, Chelmsford, MA, 978-454-0204
- 304379, MA, Thomas Adie, c/o DD 1373 Lakeview Ave, Dracut, MA, tadie@adieconway.com
- 304921, MA, Manuel Sardinha, c/o DD 70 Storey Ave, Newburyport, MA, 978-462-2848
- 306337, MA, Constantine Scrivanos, c/o DD 80 Macy St, Amesbury, MA, 978-898-1200

306582, MA, Mark Cafua, Lawrence, MA, 508-509-9701, mcafua@cafuamanagement.com 306592, MA, Janet Decato, c/o DD 285 County St, Attleboro, MA, 508-222-5366 307525, MA, Gary D'Alelio, c/o DD 1008 Beacon St, Brookline, MA, 617-731-9063 307668, MA, Jose & SalvieCouto, Stoneham, MA, joconnor@coutomanagement.com 307795, MA, Jose & Salvi Couto, Stoneham, MA, joconnor@coutomanagement.com 308375, MA, Roger Deslauriers, c/o DD 227 Winthrop St, Rehobeth, MA, 401-447-1826, rdes3279@gmail.com 308806, MA, Constantine Scrivanos, c/o DD 378 Boston Post Rd, Sudbury, MA, 978-440-9810 310365, MA, Mgr. Jessica Milagre, c/o DD 1862 Ocean St, Marshfield, MA, 781-834-2906 331845. MA. Virginio Sardinha. c/o DD 31 Main St. Milford. MA. 508-473-6097 331908, MA, Jose Sardinha, c/o DD 2117 Washington St, Hanover, MA, 781-659-7400, sarfamtrust@aol.com 332154, MA, John Salema, c/o DD 2144 Boston Post Rd, Wilbraham, MA, 413-596-5787 332922, MA, John Moniz, Dudlev, MA, 508-509-9056 335670, MA, Jose & Salvi Couto, Stoneham, MA, 617-719-0181, joconnor@coutomanagement.com 335678, MA, Clayton Turnbull, Jamaica Plain, MA, 617-265-5800 335954, MA, Jose & Salvi Couto, Stoneham, MA, 617-719-0181, joconnor@coutomanagement.com 336423, MA, Jose Couto, Avon, MA, 508-436-7777 336442, MA, Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 336453, MA, John Cadette, Abington, MA, johncadete@cadeteenterprises.com 336455, MA, Anthie Jackson, c/o DD 282 Darby St, Salem, MA, 978-744-4771, anthiej@msn.com 336619, MA, Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 336762, MA, Jose Sardinha, c/o DD 565 W, Grove St, Middleboro, MA, 508-947-4144 336973, MA, Mark Cafua, Lawrence, MA, 508-509-9701, mcafua@cafuamanagement.com 337155, MA, Konstantinos Frangakis, c/o DD 983 County St, Taunton, MA, 508-828-6765, kkfs.mass@yahoo.com 337348, MA, Timothy Cloe, c/o DD 823 State Rd, Dartmouth, MA, 617-901-5460, timcloe@comcast.net 337387, MA, Kenneth Larson, c/o DD 104 N. Main St, Attleboro, MA, 508-822-9740 337606, MA, Maria Mello, c/o DD 80 Boston St, Lynn, MA, 781-477-0877 337678, MA, Ivo Garcia, Scituate, MA, 518-478-9873, igarcia@nycap.rr.com 338162, MA, Ivo Garcia, c/o DD 1540 Commercial St, Weymouth, MA, 781-337-9345, igarcia@nycap.rr.com 338310, MA, Mark Cafua, Lawrence, MA, 508-509-9701, mcafua@cafuamanagement.com 338610, MA, Constantine Scrivanos, c/o DD 386 Southbridge St, Auburn, MA, 978-898-1200 338721, MA, Carlos Andrade, Sharon, MA, no phone, andrade50@aol.com 338724, MA, Lori Martins, c/o DD 1600 Northampton St, Holyoke, MA, 413-534-0538 338796, MA, Jose & Salvi Couto, Stoneham, MA, 617-719-0181, joconnor@coutomanagement.com 338810, MA, Arthur & Louise Placido, c/o DD 41 W. Union St, Ashland, MA, 508-881-9940 339355, MA, George Cadette, Shrewsbury, MA, 508-845-3911, mgcadette@aol.com 339584, MA, Jose Couto, c/o DD 438 Washington St, Stoughton, MA, 508-436-7777 339602, MA, William Daly, c/o DD 1091 Kempton St, New Bedford, MA, 508-995-0513, dalykenney.dunkindonuts@verizon.net 340034, MA, Nicholas & Vincent Leo Cambridge, MA, 617-491-8050, vrldunkindonuts@hotmail.com 340051, MA, Mark Cafua, Lawrence, MA, 508-509-9701, mcafua@cafuamanagement.com 340240, MA, Mark Cafua, Lawrence, MA, 508-509-9701, mcafua@cafuamanagement.com 340492, MA, John Nadreau, c/o DD 1587 S. Main St, Athol, MA, 978-534-9754, jjdunkin@aol.com 340741, MA, Tony Placido, c/o DD 815 S. Main St, Bellingham, MA, 401-641-9367, tplacido@comcast.net 330724, ME, Lori Lima, c/o DD 1066 Broadway, Bangor, ME, 207-941-0084 339699, ME, Danny Bouzianis, c/o DD 363 Fore St., Portland, ME, dannyb@maine.rr.com 339699, ME, Edward Wolak, c/o DD 363 Fore St., Portland, ME, 207-450-3865 340417, ME, Bruce MacDonald, c/o DD 17 Shilling St, Brewer, ME, 207-843-5819, 302949, NH, Constantine Scrivanos, c/o DD 1022 S. Willow St, Manchester, NH, 978-898-1200 304957, NH, Carlos S. Andrade, c/o DD 4 N. Main St, Manchester, NH, 603-627-4993 306564, NH, Cafua Management, c/o DD 98 Indian Rock Rd, Windham, NH, 508-509-9701, mcafua@cafuamanagement.com 339298, NH, Jose Carreia, c/o DD 41 Nashua Rd, Londonderry, NH, 603-437-1612, vencorinc@msn.com 340910, NH, Jose Salema, c/o DD 369 Lafayette Rd, Hampton, NH, 603-868-5627, vencorinc@msn.com

300247, RI, Bill Raposa, c/o DD 308 Cumberland St, Woonsocket, RI, 401-766-0364, arj649@aol.com 341094, RI, Joseph & Christopher Prazeres, c/o DD 8 Gooding Ave, Bristol, RI, 401-253-5703, prazeresc@comcast.net

The following Combo store transferred ownership:

337489, MA, Mark & Jason Dubinsky, Methuen, MA, no phone, markdubinsky@aol.com

## Mid-Atlantic Region

In this Region the following Combo stores closed the Baskin-Robbins portion of the store. The Dunkin' Donuts brand remains open under the same owner.

## PC, State, Former Franchisee Name, City, State, Phone and/or Email Address

307850, DE, Gary & Nick Patel, c/o DD 4557 New Linden Hill Rd, Wilmington, DE, 302-328-0136

- 301533, NJ, Alka Patel, c/o DD 658 Delsea Dr N, Glassboro, NJ, 856-863-1441
- 301569, NJ, Arun Mandi, c/o DD 3000 Atlantic Ave, Atlantic City, NH, 609-344-1026, arunmandi@comast.net
- 308051, NJ, Maria Simas, c/o DD 232 N. Main St., Forked River, NJ, msimas1917@aol.com
- 331283, NJ, Dipak & Anand Patel, c/o DD 109 Route 46, Denville, NJ, 973-983-1127
- 335625, NJ, Dipak & Anand Patel, c/o DD 56 Park Ave, Rutherford, NJ, 201-935-0346
- 336170, NJ, Ming-Ju & Judy Juan, c/o DD 711 Rte 17 N, Clock Tower Mall, Carlstadt, NJ, 201-674-0762
- 337570, NJ, Sid Mody, c/o DD 720 Somerset St, New Brunswick, NJ, 732-246-8565
- 337875, NJ, Patricia Babb, c/o DD 766 Route 15 S, Lake Hopatcong, NJ, 973-663-0002, karryllc@verizon.net
- 338515, NJ, Rekha Ramesh, c/o DD 4450 East Black Horse Pike, Mays Landing, NJ, 609-909-5350
- 339492, NJ, Kaushik Patel, c/o DD 3400 Renaissance Blvd, North Brunswick, NJ, 732-882-1890, jimkennedy@amqsr.com
- 340425, NJ, Arun Mandi, c/o DD 6394 Harding Way, Mays Landing, NJ, 609-909-8887
- 302366, NY, James Lash, c/o DD 176 N Bedford Rd, Mount Kisco, NY, 914-241-2841
- 302396, NY, Mahendra Patel, c/o DD 250 Main St, New Paltz, NY, 845-255-7685
- 302836, NY, Jaydeep Patel, c/o DD 59 Orange Tpke, Sloatsburg, NY, 845-753-6907
- 307691, NY, Mahendra Patel, c/o DD 221 Route 17m, Chester Mall, Chester, NY, 845-469-6026
- 332137, NY, Mario Sardinha, c/o DD 421 Route 211 E, Middletown, NY, 845-342-6098, marios@sardinhabrands.com
- 330198, NY, James Lash, c/o DD 4785 Boston Post Rd, Pelham Manor, NY, 914-738-3464
- 330477, NY, Jaydeep Patel, c/o DD 15 S Route 303, Congers, NY, 845-267-0484
- 335801, NY, Mario Sardinha, c/o DD 2095 Rt 208 East, Montgomery, NY, 845-457-5052, marios@sardinhabrands.com
- 336601, NY, Mario Sardinha, c/o DD 585 Ulster Avenue, Kingston, NY, 603-527-3471, marios@sardinhabrands.com
- 336886, NY, Luis Ribeiro, c/o DD 2055 Fairport Nine Mile Point, Penfield, NY, 585-421-8014, luismrib@aol.com
- 337452, NY, Edward Wolak, Thomas Santurri, c/o DD 1238 Washington St, Watertown, NY, 315-779-8105, ewolak@aol.com
- 337751, NY, Mark Cafua, c/o DD 112 N. Genesee Street, Utica, NY, 315-733-9999, mcafua@cafuamanagement.com
- 337756, NY, Paul Orsino, Jr., c/o DD 2112 Niagara Falls Blvd, Tonawanda, NY, 716-692-6680

- 338343, NY, Mark Cafua, c/o DD 306 Fayette St, Manlius, NY, 315-682-1433, mcafua@cafuamanagement.com
- 338967, NY, Mario & Jodi Sardinha, Nelson Sousa, c/o DD 138 Ulster Ave, Saugerties, NY, 845-246-6420, marios@sardinhabrands.com
- 339357, NY, Mark Cafua, c/o DD 2500 Albany St, Schenectady, NY, 518-393-9565, mcafua@cafuamanagement.com
- 339597, NY, Rosemary Benedetto, c/o DD 97 Stuyvesant PI, Staten Island, NY, 718-816-1917
- 340355, NY, Matthew Bronfman, c/o DD 175 Varick St, New York, NY, 212-924-7060
- 341835, NY, Mario Sardinha, c/o DD 30 W Main St, Washingtonville, NY, 845-496-4485, marios@sardinhabrands.com
- 302013, PA, Danny Patel, c/o DD 108 W Ridge Pike, Conshohocken, PA, 610-834-1145
- 337063, PA, Kaushik Patel, c/o DD 1100 Chester Pike, Sharon Hill, PA, 610-532-8610, kennykhjs@yahoo.com
- 338086, PA, Eyad Takiedine, c/o DD 210 West Lancaster Avenue, Malvern, PA, 610-722-5717
- 341350, PA, Joni Glassman, c/o DD 1050 Stony Hill Rd, Yardley, PA, 215-860-3211
- 342393, PA, Alexander Smigelski, Chandresh Patel, c/o DD 402 E. High St, Carlisle, PA, 717-960-0093, asmigelski@gmail.com
- 342393, PA, Chandresh Patel, c/o DD 402 E. High St, Newtown, PA, 215-783-7602, pramukhkrupa@aol.com

The following stores transferred ownership or closed.

#### PC, State, Former Franchisee Name, City, State, Phone and/or Email Address

300920, NJ, Shashim Prabodh Parikh, Staten Island, NY, no phone, pkpopa1@yahoo.com

- 300995, NJ, Shashim Prabodh Parikh, Staten Island, NY, no phone, pkpopa1@yahoo.com
- 301018, NJ, Shashim Prabodh Parikh, Staten Island, NY, no phone, pkpopa1@yahoo.com
- 306610, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com
- 335879, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com
- 337572, NJ, Dennis Dryburgh, Jackson, NJ, d.dryburgh@verizon.net
- 339057, NJ, Dennis Dryburgh, Jackson, NJ, d.dryburgh@verizon.net
- 339093, NJ, Virendra Patel, Nimesh & Sunil Shah, Iselin, NJ, 732-750-9550,
- 339905, NJ, Virendra Patel, Nimesh & Sunil Shah, Iselin, NJ, 732-750-9550,
- 339970, NJ, Bhupendra Patel, East Brunswick, NJ, shailimanagement@cs.com
- 340987, NJ, Sunil Shah, Virendra Patel & Nimesh Shah, Iselin, NJ, 732-750-9550,
- 342089, NJ, Hamed Saraj, Paramus, NJ, no phone,
- 302006, NY, Anil Sawant & Harish Shadaduri, Riverhead, NY, 631-766-3810, coramdonuts@yahoo.com
- 302008, NY, John Elliott, Oyster Bay, NY, no phone
- 304133, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 304335, NY, Prabodh Parikh, Staten Island, NY, pkpopa1@yahoo.com
- 304361, NY, Prabodh Parikh, Staten Island, NY, pkpopa1@yahoo.com
- 304484, NY, Paul & Jennifer Hsiao, Flushing, NY, 516-652-4679
- 304486, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela hassan@yahoo.com
- 306003, NY, Tom & Peter Muneyzirci, Christine Finocchio, Bay Shore, NY, 516-220-9420, cfin22@hotmail.com
- 307108, NY, Suhail Sitaf, Shiraz Sutar, Rafique Malik, Huntington Station, NY, no phone
- 307284, NY, Arjan Daswani, Bronx, NY, 201-417-5293, ardaswani@aol.com
- 330350, NY, Arjan Daswani, Bronx, NY, 201-417-5293, ardaswani@aol.com
- 330460, NY, relocation, Rajwant Makhe, c/o DD/BR 6366 108th St, Forest Hills, NY, 718-275-4575

- 330461, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 330559, NY, Andrew Tomais, Yorktown Heights, NY, atomais@earthlink.net
- 330870, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 331197, NY, Harvey Jaffe, Naples, FL, 239-262-0025
- 331261, NY, Tom & Peter Muneyzirci, Christine Finocchio, Bay Shore, NY, 516-220-9420, cfin22@hotmail.com
- 331337, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 335532, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 337452, NY, Michael Colello, Watertown, NY, mcolello@twcny.rr.com
- 337500, NY, Rajiv Mody, Brooklyn, NY, 718-415-4540, rajivmodyny@yahoo.com
- 338221, NY, Louis Como, Staten Island, NY, 718-605-7107
- 338221, NY, Peter Ungaro, Staten Island, NY, 917-273-1770, pungaro@si.rr.com
- 338263, NY, Arjan Daswani, Bronx, NY, 201-417-5293, ardaswani@aol.com
- 338579, NY, Harjita & David Nesheiwat, Poughquag, NY, 845-224-9115
- 338698, NY, Gordon Wu, Englewood Cliffs, NJ, 201-816-8992
- 338766, NY, Vipul Mehta, Bronx, NY, 732-239-8646, mamtavmehta@aol.com
- 338871, NY, Prabodh Parikh, Staten Island, NY, pkpopa1@yahoo.com
- 339039, NY, James T. Fabris, Franklin Lakes, NJ, no phone
- 339351, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 339430, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 339431, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 339746, NY, Tom & Peter Muneyzirci, Christine Finocchio, Bay Shore, NY, 516-220-9420, cfin22@hotmail.com
- 340157, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 340294, NY, Rajiv Mody, Brooklyn, NY, 718-415-4540, rajivmodyny@yahoo.com
- 340370, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 340441, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 340462, NY, Ibrahim Igara, Bronx, NY, no phone,
- 340575, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 340876, NY, Ibrahim Igara, Bronx, NY, no phone,
- 341139, NY, James T. Fabris, Franklin Lakes, NJ, no phone,
- 341414, NY, Vipul Mehta, Bronx, NY, 732-239-8646, mamtavmehta@aol.com
- 343028, NY, Louis Como, Staten Island, NY, 718-605-7107,
- 343028, NY, Peter Ungaro, Staten Island, NY, 917-273-1770, pungaro@si.rr.com
- 361816, NY, Tamer El-Rayess, Ela Hassan, N. Bergen, NJ, 201-758-9230, ela\_hassan@yahoo.com
- 301638, PA, Mohammad Asad, Bethlehem, PA, asad050@cs.com
- 330455, PA, Bob Burness, Newtown, PA, 215-497-0794
- 337063, PA, Sanjay & Shailesh Patel, Havertown, PA, 484-433-9291, rohit1@msn.com
- 340764, PA, Krunal Rao, Philadelphia, PA, 215- 464-3319
- 341052, PA, Lawrence & Patty Silverman, Whitehouse Station, PA, 973-699-6763
- 341211, PA, Krunal Rao, Philadelphia, PA, 215- 464-3319

## Southeast Region

In this Region the following Combo stores closed the Baskin-Robbins portion of the store. The Dunkin' Donuts brand remains open under the same owner.

## PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

306298, FL, Michael Rauch, c/o DD 4404 W Gandy Blvd, Tampa, FL, michael.rauch@velocity.com
310292, FL, Nicholas Apostoleres, c/o DD 808 E Bloomingdale Ave, Brandon, FL, 813-657-9037, Napostoleres@aol.com
331603, FL, Iqbal Panjwani, c/o DD 1801 W. Oakland Pk Blvd, Boca Raton, FL, 954-439-4090
332050, FL, Dale Bertling, c/o DD 8490 Park Blvd, Seminole, FL, 727-394-1343
334937, FL, Kenneth Privett, Jr., c/o DD 4426 Weston Rd., Davie, FL, 954-682-0169, kenprivett@bellsouth.net
335547, FL, Barry Spiegel, c/o DD 5930 Coral Ridge Dr, Coral Springs, FL, 954-796-0040, barryjspiegel@aol.com
340751, FL, Roger Deslauriers, c/o DD 1200 Pasadena Ave. S, Pasadena, FL, 727-343-3435, rdes3279@gmail.com

310088, GA, Kurban Kurani, c/o DD 675 W Peachtree St NW, Ste C10, Lawrenceville, GA, 404-867-1812, kk@kgrus.net 331517, GA, Vipul Patel, c/o DD 4470 Jimmy Lee Smith Pkwy, Hiram, GA, 678-361-6467 330905, GA, Ram Javia, c/o DD 576 Jermon Ln, Westminster, MD, 410-857-4511

The following stores transferred ownership or closed.

#### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

- 300243, FL, J. Michael Simko, Jupiter, FL, 561-748-0994
- 302529, FL, Jose Resendes, Oldsmar, FL, no phone
- 302529, FL, Maria Resendes, Palm Harbor, FL, 727-741-2432
- 303362, FL, Andrew Faber, Coral Springs, FL, 954- 346-6312
- 303362, FL, Emdadul Siddiquee, Orange Park, FL, 718-523-64814
- 304964, FL, Nirav Mehta, Warren, NJ, 732-369-6626
- 304964, FL, Vikalp Patel, Warren, NJ, 908-304-2852
- 307022, FL, J. Michael Simko, Jupiter, FL, 561-748-0994
- 308673, FL, Pervez Kaisani, Winter Park, FL, 407-928-0021
- 310477, FL, Kevin Small, Orlando, FL, kevins@aol.com
- 331290, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com
- 332495, FL, Pervez Kaisani, Oviedo, FL, 407-928-0021
- 336456, FL, Lucy Brum, Oldsmar, FL, 727-365-1141
- 336460, FL, Jesse, Bassel & Saad Maali, Orlando, FL, 407-352-9012
- 336903, FL, Abdul Halani, Glenview, IL, 847) 298-2106
- 336979, FL, Jason Turchiano, Ocoee, FL, no phone,
- 336983, FL, Jesse, Bassel & Saad Maali, Orlando, FL, 407-352-9012
- 337999, FL, Jim Thompson, Tampa, FL, 813-334-3517
- 338748, FL, Kevin Cantrell, Eustis, FL, 352-343-6400, Kcantrell01@comcast.net
- 338966, FL, Eric Brookes, Franklin Texeira, Orlando, FL, no phone
- 340463, FL, Michael Shorr, Odessa, FL, no phone
- 336978, FL, Nicholas, Rocco, Vincent Leo, Cambridge, MA, 617-491-8050
- 337105, FL, Rajesh Patel, Hollywood, FL, 854-927-2004
- 338037, FL, Pervez Kaisani, Oviedo, FL, 407-928-0021
- 338649, FL, Pervez Kaisani, Oviedo, FL, 407-928-0021
- 339240, FL, Pervez Kaisani, Oviedo, FL, 407-928-0021
- 340357, FL, Rajesh Patel, Hollywood, FL, 854-927-2004
- 340479, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com
- 340628, FL, Kevin Cantrell, Eustis, FL, 352-343-3517, Kcantrell01@comcast.net
- 340942, FL, Nicholas, Rocco, Vincent Leo, 517 Concord Ave, Cambridge, MA, 617-491-8050
- 341164, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com

341223, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com 341938, FL, Sean Cabral, Sarasota, FL, 941-350-7585, scabral@accentdistributing.com 342149, FL, Janmohamed Meghji, Forest Hills, NY, 718-575-0025, munmeg@earthlink.net 342149, FL, Rodolfo Valencia, Forest Hills, NY, 718-846-2371, ddbrte@earthlink.net 342149, FL, Zohera Meghji, Forest Hills, NY, 718-575-0025, munmeg@earthlink.net 342882, FL, Jose & Maria Resendes, Oldsmar, FL, no phone 301816, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 302140. GA. Rubina Aniee. Alpharetta. GA. 678-777-6999. rubina7@aol.com 302564, GA, Rubina Anjee, Alpharetta, GA, 678-777-6999, rubina7@aol.com 304785, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 306544, GA, Kabir Paniwani, Bravson, GA, 404-787-7155, noorani@bellsouth.net 307881, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 308655, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322, 310088, GA, Abdul Paiwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322, 330524, GA, Pervez Kaisani, Chamblee, GA, 407-928-0021 332011, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 334774, GA, Abdul Pajwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 335411, GA, Ramesh Kabaria, Lilburn, GA, 678-517-5506 335964, GA, Kabir Panjwani, Brayson, GA, 404-787-7155, noorani@bellsouth.net 336381, GA, Abdul Paiwani, Wazir Kaisani, Abdul Jivani, Athens, GA, 678-908-3322 339735, GA, Jack Welch, Fayetteville, GA, 770-712-1697, Jwelchiii@mindspring.com 303438. MD. Zebulon & Beatrice Brodie. Chestertown. MD. 410-778-2620 304750, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@yahoo.com 330139, MD, Kiren Patel, Newark, NJ, 302-838-7698, kirenpatel@yahoo.com 330139, MD, Sanjay Patel, Rawlins, WY, 302-897-6729, vaishuspatel@yahoo.com 340177, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@yahoo.com 342386, MD, Reginald & Amy Pretto, Crofton, MD, (410) 451-6395 343047, MD, Michael Michaud, Perry Hall, MD, 914-262-2033, mmmichaud@yahoo.com

306026, NC, Sudha M. & Mansukhal N. Kansagra, Greenville, NC, 252-355-9198

340618, SC, Gina Shelly, Myrtle Beach, SC, 843-385-2270, m2001fb@aol.com 340729, SC, Gina Shelly, Myrtle Beach, SC, 843-385-2270, m2001fb@aol.com

## **Central States:**

none

#### **Midwest Region**

#### PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

300217, IL, Jaime Dejuras, Chicago, IL, 773-354-3310, jpd3310@sbcglobal.net

301852, IL, Bharat Patel, Naperville, IL, 630-926-0465, budpatel60@aol.com

301854, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com

301863, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784

302435, IL, Chirag Patel, Chicago Heights, IL, balkrishnpatel@sbcglobal.net

304907, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784

306048, IL, James Pielet, 847-624-2330, jpscrap@aol.com

307504, IL, Dharmesh Rangwala, Naperville, IL, 630-291-8535, drangwala@hotmail.com 307576, IL, Dharmesh Rangwala, Naperville, IL, 630-291-8535, drangwala@hotmail.com 308162, IL, Ramesh Goyal, Morton Grove, IL, 847-967-6784 310139, IL, Gerard Freaney, Elmhurst, IL, 630-421-0167, gerardfreaney@comcast.net 310139, IL, John Bozich, Chicago, IL, johnbozich@sbcglobal.net 310222, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 310404, IL, Nooruddin Sadruddin, 630-968-2670, noordd1@aol.com 330330, IL, Sirajuddin A. Virani, 312-925-8382, svirini1@aol.com 330933. IL. Nooruddin Sadruddin. Bloomingdale, IL, 630-968-2670. noordd1@aol.com 331015, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 331731, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 331837, IL, Robert & Patricia Wojnovich, Thornton, IL, 708-877-5216, zivio@prodigy.net 336579, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 336980, IL, James Pielet, 847-624-2330, jpscrap@aol.com 337125, IL, Shetal Patel, Markham, IL, 708-829-1031, shetapatel@comcast.net 337268, IL, Mithabhai & Jayantibhai Patel, Orland Park, IL, 708-349-4237, 337556, IL, Steve M., Malik & Nisha Gillani, Roselle, IL, no phone 339870, IL, Bapaiah Kathapalli, Elgin, IL, 847-736-3029, radhakrishnainc@yahoo.com 340339, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 340378, IL, Aziz Nathani, Glenview, IL, 773-719-4197, anathani1@aol.com 340391, IL, Nooruddin Sadruddin, Bloomingdale, IL, 630-968-2670, noordd1@aol.com 340378, IL, Karim Khoja, Glenview, IL, 847-791-0572, kkhoja@aol.com 362172, IL, Domingo & Violeta Velasco, Willowbrook, IL, no phone 301633, IN, Chaitanya Purohit, Morton Grove, IL, 847-583-1645, purohitc@yahoo.com 301633, IN, Dharmesh Purohit, Harwood Heights, IL, 708-867-1330, maxpurohit59@yahoo.com 301633, IN, Mayank Purohit, Norridge, IL, 708-583-9648, purohit918@comcast.net 307466, IN, Chaitanya Purohit, Morton Grove, IL, 847-583-1645, purohitc@yahoo.com 307466, IN, Dharmesh Purohit, Harwood Heights, IL, 708-867-1330, maxpurohit59@yahoo.com 307466, IN, Mayank Purohit, Norridge, IL, 708-583-9648, purohit918@comcast.net 310448, IN, Sandeep Patel, Orland Park, IN, 708-349-4237 336490, IN, Bipin Patel, Crown Point, IN, bipatel00@sbcglobal.net 339070, IN, Chirag Patel, Saint John, IN, balkrishnpatel@sbcglobal.net

300653, MI, Aleyda Jabbori, Novi, MI, 248-348-5883

306487, MI, Yousif Alkawasmie, Ferndale, MI, 313-575-7275, yousif1758@comcast.net

337259, MI, Yousif Alkawasmie, Ferndale, MI, 313-575-7275, yousif1758@comcast.net

## Southwest Region

# PC, State, Former Franchisee's Name, City, State, Phone and/or Email Address

300429, AZ, William Zsambok, Easton, MA, 508-297-1569, zsambok@comcast.net

302093, CO, Joseph Howell, Colorado Springs, CO, no phone, jho7247136@aol.com

340237, NM, Damian & Rachel Pascetti, Albuquerque, NM, no phone, dpascetti@hotmail.com

#### Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dunkin' Donuts Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Dunkin' Donuts 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.D. 20580 and the applicable state agency listed in Schedule B of the Disclosure Document.

Please insert the name of each franchise seller. A Franchise Seller is any person that offers for sale, sells, or arranges for the sale of a franchise (e.g., Franchising Manager, or in the case of an existing Franchisee, a Business Development Manager, etc.).

The principal business address and telephone number of each franchise seller offering the franchise is **Dunkin' Donuts Franchising** LLC, 130 Royall St., Canton, MA 02021; 781-737-3000.

Franchise Seller(s):

Franchise Seller(s):

This Disclosure Document was issued: March 28, 2008.

We authorize the entity listed on Schedule A of the Disclosure Document to receive service of process for Dunkin' Donuts Franchising LLC.

I received a Disclosure Document issued March 28, 2008. Included are the following exhibits: (A) Store Development Agreement, (B-1) Franchise Agreement (DD only), (B-2) Combo Franchise Agreement (DD/BR), (C) Sample Loan Documents (D) Lease, (E) Option to Assume (Franchisee's) Lease, (F-1) Rider to Contract for Sale, (F-2) Agreement To Transfer By The Sale Of Assets, (G) Option Agreement, (H) Participant Agreement, (I) Contract for Sale, (J) Termination of Franchise Agreement [, Sublease] and General Release, (K) General Release, ( (L) Temporary Operating Agreement, (M) Intranet Terms of Use, (N) Product Supplier Consent Agreement, Appendix I: State Laws on Selected Matters, Appendix II: Addendum to Contracts Required by Various States, Appendix III: Operating Manual Table of Contents, and Appendix IV: Market/Region List, Appendix V: Dunkin' Donuts/Baskin-Robbins Combo Store Lists.

Please <u>COMPLETELY</u> fill out the sections below:	
DATE F.D.D RECEIVED:, 20 (e	enter date here)
STORE ADDRESS:	
Signed: individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
For office use only:	UPDATES INCLUDED (IF ANY):
Rec'd by:     Original with:	DD UFOC 04/2008

1. Copy for Home Office Legal Files

Signed:individually Name (Please print) Last 4 digits of Social Security Number:	Street Address     (domicile)       City or Town/State/Zip Code
Signed:individually Name (Please print) Last 4 digits of Social Security Number:	Street Address     (domicile)       City or Town/State/Zip Code
Signed:	Street Address     (domicile)       City or Town/State/Zip Code
Signed: individually Name (Please print) Last 4 digits of Social Security Number:	Street Address     (domicile)       City or Town/State/Zip Code
Signed: individually Name (Please print) Last 4 digits of Social Security Number:	Street Address     (domicile)       City or Town/State/Zip Code

franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

Updates included (if any):

DD UFOC 04/2008

#### Receipt

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Dunkin' Donuts Franchising LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

[Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.]

[Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.]

If Dunkin' Donuts 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.D. 20580 and the applicable state agency listed in Schedule B of the Disclosure Document.

Please insert the name of each franchise seller. A Franchise Seller is any person that offers for sale, sells, or arranges for the sale of a franchise (e.g., Franchising Manager, or in the case of an existing Franchisee, a Business Development Manager, etc.).

The principal business address and telephone number of each franchise seller offering the franchise is **Dunkin' Donuts Franchising** LLC, 130 Royall St., Canton, MA 02021; 781-737-3000.

Franchise Seller(s):\_\_\_\_\_

Franchise Seller(s):\_\_\_\_\_

This Disclosure Document was issued: March 28, 2008.

We authorize the entity listed on Schedule A of the Disclosure Document to receive service of process for Dunkin' Donuts Franchising LLC.

I received a Disclosure Document issued March 28, 2008. Included are the following exhibits: (A) Store Development Agreement, (B-1) Franchise Agreement, (B-2) Combo Franchise Agreement (DD/BR), (C) Sample Loan Documents (D) Lease, (E) Option to Assume (Franchisee's) Lease, (F-1) Rider to Contract for Sale, (F-2) Agreement To Transfer By The Sale Of Assets, (G) Option Agreement, (H) Participant Agreement, (I) Contract for Sale, (J) Termination of Franchise Agreement [, Sublease] and General Release, (K) General Release, (L) Temporary Operating Agreement, (M) Intranet Terms of Use, (N) Product Supplier Consent Agreement, Appendix II: State Laws on Selected Matters, Appendix II: Addendum to Contracts Required by Various States, Appendix III: Operating Manual Table of Contents, and Appendix IV: Market/Region List, Appendix V: Dunkin' Donuts/Baskin-Robbins Combo Store Lists.

Please <u>COMPLETELY</u> fill out the sections below:	
DATE F.D.D. RECEIVED:, 20 (	enter date here)
STORE ADDRESS:	
Signed:individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
For office use only:	Updates included (if any):
Rec'd by:	
Original with:	DD UFOC 04/2008

2. Copy for Prospective Franchisee

Signed: Individually	Street Address (domicile)
Individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
Signed:	
Signed: individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
Signed:	
Signed: individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
Signed:	Street Address (domicile)
individually	´
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	
Signed: individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
	City of Town/State/Zip Cour
Last 4 digits of Social Security Number:	
Signed:	
individually	Street Address (domicile)
Name (Please print)	City or Town/State/Zip Code
Last 4 digits of Social Security Number:	

and as officer(s), partner(s) or member(s) of \_

a \_\_\_\_\_\_ (corporation) (partnership) (limited liability company) and any other prospective franchisee entity (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

Updates included (if any):