

UNIFORM FRANCHISE REGISTRATION APPLICATION

State: WISCONSIN

File No: 560829-71/Noble
Roman's Inc.
Fee: \$400.00

APPLICATION FOR (Check only one):

INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES

RENEWAL APPLICATION OR ANNUAL REPORT

PRE-EFFECTIVE AMENDMENT

POST-EFFECTIVE MATERIAL AMENDMENT

1. Full Legal Name of Franchisor:

Noble Roman's, Inc.

2. Name of the franchise offering:

Noble Roman's Pizza

3. Franchisor's principal business address:

**6612 E. 75th Street
Suite 450
Indianapolis, Indiana 46250**

4. Name and address of Franchisor's agent in the State of Wisconsin authorized to receive service of process:

**Division of Securities
P.O. Box 1768
345 W. Washington Avenue, 4th Floor
Madison, Wisconsin 53702**

5. The states in which this application is or will be shortly on file:

California, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed.

Brent Trame
Thompson Coburn LLP
One US Bank Plaza, Suite 3400
St. Louis, Missouri 63101
Phone: (314) 552-6569
Fax: (314) 552-7569
email: btrame@thompsoncoburn.com


Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of April 27, 2023 attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Executed at 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, on April 27, 2023.

Franchisor:

NOBLE ROMANS, INC.



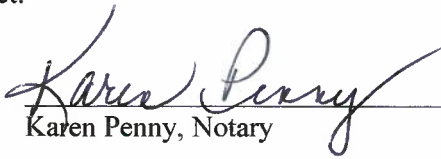
By: Paul W. Mobley

Title: Executive Chairman

(Seal)

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

Personally appeared before me this 27th day of April, 2023, the above-named Paul W. Mobley, to me known to be the person(s) who executed the foregoing application (as Executive Chairman of the above-named applicant) and, being first duly sworn, stated upon oath that said application, and all exhibits submitted herewith, are true and correct.



Karen Penny, Notary

(NOTORIAL SEAL)

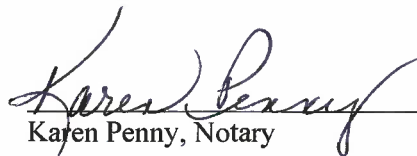
My commission expires: December 9, 2024

Corporate Acknowledgement

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

On this 27th day of April, 2023, before me Karen Penny, the undersigned officer, personally appeared Paul W. Mobley, known personally to me to be the Executive Chairman of Noble Roman's, Inc., and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

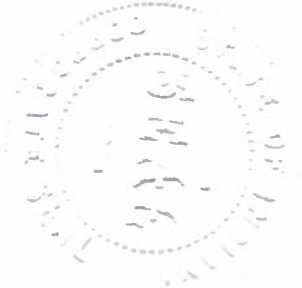
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Karen Penny, Notary

(NOTARIAL SEAL)

My commission expires: December 9, 2024



FRANCHISOR'S COSTS AND SOURCE OF FUNDS

1. Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:

Category	Costs
Real Estate	_____
Improvements	_____
Equipment	_____
Inventory	_____
Training	\$400
Other (describe)	_____

2. State separately the sources of all required funds:

The franchisor's costs for its pre-opening obligations consist of expenses for training classes for each franchisee in the amount of \$400 per franchisee. The source of funds for such costs is the franchisor's operating income.

FORM C

Uniform Consent to Service of Process

Noble Roman’s, Inc., a corporation organized under the laws of the State of Indiana (the “Franchisor”), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

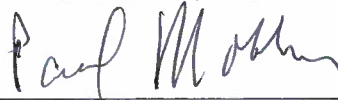
- | | |
|--|--|
| <input checked="" type="checkbox"/> California: Commissioner of Corporations | <input checked="" type="checkbox"/> North Dakota: Securities Commissioner |
| <input type="checkbox"/> Hawaii: Commissioner of Securities | <input checked="" type="checkbox"/> Rhode Island: Director, Department of Business Regulation |
| <input checked="" type="checkbox"/> Illinois: Attorney General | <input checked="" type="checkbox"/> South Dakota: Director of the Division of Securities |
| <input checked="" type="checkbox"/> Indiana: Secretary of State | <input checked="" type="checkbox"/> Virginia: Clerk, Virginia State Corporation Commission |
| <input checked="" type="checkbox"/> Maryland: Securities Commissioner | <input checked="" type="checkbox"/> Washington: Director of Financial Institutions |
| <input checked="" type="checkbox"/> Minnesota: Commissioner of Commerce | <input checked="" type="checkbox"/> Wisconsin: Administrator, Division of Securities, Department of Financial Institutions |
| <input checked="" type="checkbox"/> New York: Secretary of State | |

Please mail or send a copy of any notice, process or pleading served under this consent to:

Brent Trame
Thompson Coburn LLP
One US Bank Plaza, Suite 3400
St. Louis, Missouri 63101

Dated: April 27, 2023

NOBLE ROMAN’S, INC.



By: Paul W. Mobley
Title: Executive Chairman

Form D- Franchise Seller Disclosure Form

1. List who will solicit, offer or sell franchises for the Franchisor in this state.
 - A. Name; Troy K. Branson
 - B. Business address and telephone number; 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, 317-634-3377
 - C. Present employer; Noble Roman's, Inc.
 - D. Present title; Executive Vice President
 - E. Employment during the past five years. For each employment, state the name of the employer, position held, and beginning and ending dates.

Noble Roman's, Inc., Executive Vice President, 1998 to Present

2. State whether the person identified in 1. above:
 - A. Has an administrative, criminal or material civil action pending against that person alleging a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations?

YES ___ NO X

If you answered "yes," please provide:

- B. Had during the 10-year period immediately before the disclosure document's issuance date been convicted of or pleaded nolo contendere to a felony charge; or been held liable in a civil action involving an alleged violation of a franchise, antitrust or securities law, or allegations of fraud, unfair or deceptive practices, or comparable allegations?

YES ___ NO X

If you answered "yes," please provide:

1. Names of the parties:
 2. The forum:
 3. Case or proceeding identification number:
- C. Is subject to a currently effective injunction or restrictive order or decree resulting from a pending or concluded action brought by a public agency and relating to the franchise, or to a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law.

YES ____ NO X

If you answered "yes," please provide:

1. Names of the person:
2. Public agency or court:
3. Case or proceeding identification number:

Form D- Franchise Seller Disclosure Form

1. List who will solicit, offer or sell franchises for the Franchisor in this state.
- A. Name; Paul W. Mobley
 - B. Business address and telephone number; 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, 317-634-3377
 - C. Present employer; Noble Roman's, Inc.
 - D. Present title; Executive Chairman and Chief Financial Officer
 - E. Employment during the past five years. For each employment, state the name of the employer, position held, and beginning and ending dates.

Noble Roman's, Inc., Chairman & CEO, 1974 to Present

2. State whether the person identified in 1. above:
- A. Has an administrative, criminal or material civil action pending against that person alleging a violation of franchise, antitrust or securities law, or alleging fraud, unfair or deceptive practices, or any comparable allegations?

YES ___ NO X

- B. Had during the 10-year period immediately before the disclosure document's issuance date been convicted of or pleaded nolo contendere to a felony charge; or been held liable in a civil action involving an alleged violation of a franchise, antitrust or securities law, or allegations of fraud, unfair or deceptive practices, or comparable allegations?

YES ___ NO X

If you answered "yes," please provide:

- 1. Names of the parties:
 - 2. The forum:
 - 3. Case or proceeding identification number:
- C. Is subject to a currently effective injunction or restrictive order or decree resulting from a pending or concluded action brought by a public agency and relating to the franchise, or to a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law.

YES ___ NO X

If you answered “yes,” please provide:

1. Names of the person:
2. Public agency or court:
3. Case or proceeding identification number:



Consent in Franchise Disclosure Documents

NOBLE ROMAN'S, INC.
Indianapolis, Indiana

Somerset CPAs, P.C. consents to the use in the Franchise Disclosure Document issued by Noble Roman's, Inc. (the "Franchisor") of our report dated April 13, 2023, relating to our audits of the consolidated financial statements of the Franchisor as of December 31, 2022 and 2021 and for each of the three years in the period ended December 31, 2022, appearing in the Company's Form 10-K for the year ended December 31, 2022.

Somerset CPAs, P.C.

Indianapolis, Indiana
April 18, 2023



**WISCONSIN
FRANCHISE DISCLOSURE DOCUMENT
NOBLE ROMAN'S PIZZA**

Noble Roman's, Inc.
an Indiana Corporation
6612 E. 75th Street, Suite 450
Indianapolis, Indiana 46250
www.nobleromans.com
(317) 634-3377

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

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

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

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

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

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

Issuance Date: April 27, 2023
Effective Date:

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

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

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

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- A. Franchise Agreement – Noble Roman’s Pizza
- B. Financial Statements
- C. Registered Agent for Service of Process
- D. State Administrators
- E. List of Current Franchisees
- F. List of Former Franchisees
- G. Form of Supply Agreement – Master Single Unit
- H. Form of Supply Agreement – Master Multi Unit

1. The Franchisor and any Parents, Predecessors and Affiliates.

General Information

To simplify the language in this Disclosure Document, references to the “Company” or “We” means Noble Roman’s, Inc., the franchisor. The term “You” means the person who buys the franchise and the owners of the franchise if the franchisee is a corporation, partnership or other entity. This Franchise Disclosure Document relates only to the Noble Roman’s Pizza franchise. The Company was incorporated September 21, 1972 and is an Indiana corporation with a principal place of business at 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250. The Company sells and services franchises and licenses for non-traditional and traditional foodservice operations under the trade names “Noble Roman’s Pizza”, “Noble Roman’s Craft Pizza & Pub” and “Noble Roman’s Take-N-Bake”. The Company believes the attributes of these concepts include high quality products, simple operating systems, fast service times, labor-minimizing operations, attractive food costs and overall affordability. Since 1997 to 2018, the Company focused its efforts and resources primarily on franchising and licensing for non-traditional locations and now has awarded franchise and/or license agreements in most states plus Washington, D.C. and awarded franchises in Italy, Puerto Rico, the Dominican Republic, the Bahamas and Canada, although the Company current has no locations there now. The Company began, in 2018, selling franchises for its traditional restaurant concept called "Noble Roman's Craft Pizza & Pub" under a separate franchise disclosure document. Although from 2005 to 2007 the Company sold some franchises for traditional quick service restaurants locations, the Company is currently focusing all of its sales efforts on (i) selling franchises/licenses for non-traditional locations primarily in convenience stores and entertainment facilities, (ii) license agreements for grocery stores to sell the Noble Roman’s Take-N-Bake Pizza, and (iii) franchises for its traditional restaurant concept called Noble Roman's Craft Pizza & Pub under a separate franchise disclosure document. Prior to focusing on franchising for non-traditional foodservice operations, the Company had approximately 25 years’ experience operating and franchising pizza restaurants in traditional locations, giving it expertise in the design and support of foodservice systems for franchisees. The Company does not have a parent company and does not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

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

Products & Systems

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

Noble Roman’s Pizza

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

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

- Crust made with only specially milled flour (except for its gluten-free crust) with above average protein and yeast.
- Fresh packed, uncondensed and never cooked sauce made with secret spices, parmesan cheese and vine-ripened tomatoes.
- 100% real cheese blended from mozzarella and Muenster, with no soy additives or extenders.
- 100% real meat toppings, with no additives or extenders – a distinction compared to many pizza concepts.
- Vegetable and mushroom toppings that are sliced and delivered fresh, never canned.
- An extended product line that includes breadsticks and/or cheesy stix with dip, pasta, baked sandwiches, salads, wings and a line of breakfast products.

Noble Roman's Take-N-Bake

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

Business Strategy

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

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

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

Distribution

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

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

Competition

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

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

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

Government Regulation

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

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

2. Business Experience.

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

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

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

Director - Marcel Herbst has been a Director of the Company since July 2016. Mr. Herbst is the founder and portfolio manager of Herbst Capital Management, LLC, 2846 N. Southport Avenue, #3-N, Chicago, IL, 60657, from 2008 until current. Mr. Herbst has a Bachelor degree of Business Administration from

Schiller International University in Heidelberg, Germany and a Master's degree of Management in Hospitality concentrating in food and beverage from Cornell University.

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

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

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

3. Litigation.

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

The Company is not involved in any litigation requiring disclosure.

4. Bankruptcy.

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

5. Initial Fees.

The initial franchise fee is as follows:

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

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

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

6. Other Fees.

Type of Fee (Note 1)	Amount	OTHER FEES	Due Date
Royalty Fee	The greater of (i) \$175.00 per week or (ii) 7% of gross sales for all locations except hospitals. For hospitals, the greater of (i) \$175.00 per week; and (ii) 9% of gross sales (Note 2)		Payable weekly by Tuesday of the following week
Renewal Fee	\$2,000		Payable at the time a renewal franchise agreement is executed
Transfer Fee	\$2,000 (Note 4)		Prior to approval of transfer
Manual Replacement Fee	\$500		Prior to replacing any Manual
Audit Fee	Cost of audit plus up to 10% interest (Note 5)		Five days after demand

Note 1 - All fees are imposed by and are payable to the Company. All fees are non-refundable.

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

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

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

reimburse us for the cost of the audit. Any amount or amounts payable by you under this disclosure document shall be remitted to the Company within 5 days after demand.

7. Estimated Initial Investment

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

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial franchise fee (Note 1)	\$7,500 (Non-Traditional) \$10,000 (Hospitals)	Lump Sum	Upon signing Franchise Agreement	Noble Roman's, Inc.
Uniforms and inventory (Note 2)	\$3,000 to \$10,000	As Incurred	As contracted	Suppliers
Marketing package (Note 3)	\$2,000 to \$3,000	Lump Sum	As ordered	Noble Roman's, Inc. or Suppliers
Initial Training Expenses	\$200 to \$500	As Incurred	As incurred	Suppliers
Smallwares (Note 2)	\$400 to \$3,000	Lump Sum	As contracted	Suppliers
Equipment (Note 2)	\$15,000 to \$110,000	Lump Sum	As contracted	Suppliers
Interior signs (Note 2)	\$500 to \$2,200	Lump Sum	As contracted	Suppliers
Exterior signs (Note 2)	\$0 to \$6,000	Lump Sum	As contracted	Suppliers
Remodeling Costs	\$500 to \$75,000	As Incurred	As contracted	Suppliers
Additional funds - 3 mo. (Note 4)	\$3,000 to \$8,000	As Incurred	As incurred	Employees & Suppliers
Total Initial Investment (Note 5 (Note 5) (Note 6)	\$32,100 to \$227,700			

Note 1: The initial franchise fee is deemed fully earned and non-refundable when paid.

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

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

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

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

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

8. Restrictions on Sources of Products and Services.

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

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

For our services, such as layout and design, coordinating equipment orders and monitoring shipping and installation of equipment, the Company receives a commission on certain equipment, smallwares and signage from various suppliers as a result of your purchases. The amounts of these commissions vary from time to time based on quantities purchased by the franchisees. The Company may also receive from time to time allowances, credits or rebates from other suppliers based on purchases by you. These amounts are generally tied to specials or quantities purchased during given time periods. Neither the Company nor any of its affiliates are approved suppliers. In the most recent fiscal year, the estimated amount of such commissions and allowances were approximately \$1.67 million and was included in the general revenue of the Company representing approximately 11.5% of the Company's total revenue. The Company's total revenue for the most recent fiscal year was \$14.5 million.

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

9. Franchisee's Obligations.

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

Obligation	Section in Franchise <u>Agreements</u>	Item in Disclosure Document
a. Site selection and acquisition/lease	Section II	Item 11
b. Pre-opening purchases/leases	Sections II	Item 8
c. Site development and other pre-opening requirements	Sections II and V	Items 5, 6, 7 and 11
d. Initial and ongoing training	Sections V and VII	Item 11
e. Opening	Sections II and V	Item 11
f. Fees	Section IV	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Sections V, VII and VIII	Items 8,11,13 and 16
h. Trademark and proprietary information	Sections IX and X	Items 13 and 14
i. Restrictions on products/services offered	Section VIII	Items 8 and 16
j. Warranty and customer service requirements	Section VIII	Item 11
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	Section VIII	Item 8
m. Maintenance, appearance and remodeling requirements	Sections II, III and VIII	Items 11 and 17
n. Insurance	Section VII	None
o. Advertising	Section VIII	Item 11
p. Indemnification	Sections IX, XIII and XV	Item 13
q. Owner's participation/management/staffing	Section VII and VIII	Items 11 and 15
r. Records and reports	Sections IV and XI	Item 6
s. Inspections and audits	Sections II, VII, VIII and XI	Items 6 and 11
t. Transfer	Section XIV	Items 6 and 17
u. Renewal	Section III	Items 6 and 17
v. Post-termination obligations	Section XVIII	Item 17
w. Non-competition covenants	Section X	Item 17
x. Dispute resolution	Section XIX	Item 17

10. Financing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Training Programs. For non-traditional locations, not later than the opening date of the Noble Roman's, the Manager of your facility must attend and complete, to the Company's satisfaction, the Company's initial on-the-job training program, which is a program consisting of subjects which the Company deems appropriate for operation of the franchised businesses. On-the-job training is conducted at your location over a period of 3 to 7 days. The training is extended, where necessary, in the Company's sole discretion.

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

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

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

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

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

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

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

On-The-Job Training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction		1.0	Franchisee's location
Dough Handling		5.0	Franchisee's location
Product Preparation		5.0	Franchisee's location
Oven Set-Up		1.0	Franchisee's location
Pan Seasoning		1.0	Franchisee's location
Baking and Serving		8.0	Franchisee's location
Telephone Procedures		1.0	Franchisee's location
Marketing		5.0	Franchisee's location
Review and Questions		3.0	Franchisee's location
Accounting and Ordering		2.0	Franchisee's location

12. Territory.

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

13. Trademarks.

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

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

Mark	Registration Number	Registration Date
“Noble Roman’s”	987,069	June 25, 1974
“Taste A Better Pizza”	1,331,478	April 16, 1985
“The Better Pizza People”	1,920,428	September 19, 1995
“The Pizza Bomb”	1,965,018	April 2, 1996
“Tuscano’s Italian Style Subs”	2,979,940	July 26, 2005
“Noble Roman’s Bistro”	3,634,645	June 9, 2009
“SuperSlice”	3,717,603	December 1, 2009
“Moble Roman’s”	1,362,714	September 24, 1985
“Noble Roman’s Pizza Monster”	1,741,904	December 22, 1992
“Noble Roman’s Craft Pizza & Pub”	5,262,681	August 8, 2017
"NR CP&P Carpe Pizza"	5,262,682	August 8, 2017

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

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

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

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

14. Patents, Copyrights and Proprietary Information.

You do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in the Manuals. The Manuals are described in Item 11. Although the Company

has not filed an application for a copyright registration for the Manuals, the Company claims a copyright and the information is proprietary. The Company also considers its recipes, including those for pizza dough, sauce and breadsticks, to be trade secrets, which you are given permission to use by the Franchise Agreements.

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

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

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

16. Restrictions on What the Franchisee May Sell.

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

17. Renewal, Termination, Transfer and Dispute Resolution.

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	Section III	Term is for 10 years.
b. Renewal or extension of the term	Section III	Upon expiration, if you are in good standing, for a term of five years.
c. Requirements for franchisee to renew or extend	Section III	Advance notice, renewal fee, remodel premises, execute new franchise agreement and release. The new franchise agreement may have materially different terms and conditions than the original agreement.
d. Termination by franchisee	Section XVII	
e. Termination by the franchisor without “cause”	None	
f. Termination by the franchisor with “cause”	Section XVII (See Note 1)	The Company may terminate the Franchise Agreement on immediate notice to you and without giving you any opportunity to cure upon the occurrence of any event of default in Section XVII.A.(3).
g. “Cause” defined – curable defaults	Section XVII	This definition of “cause” includes, among other things, the failure to adhere to certain other provision of Franchise Agreement or the Manuals. See Note 2.
h. “Cause” defined – Non-curable defaults	Section XVII	This definition of “cause” includes, among other things, site not approved, failure to open restaurant timely, sale of unapproved products, abandonment of premises, conviction of a felony, threat or danger to public health, unapproved transfer, failure to pay amounts due within 5 days after notice, violation of confidentiality and non-competition covenants, misuse of trademarks, failure to complete required training programs.
i. Franchisee’s obligations upon termination/non-renewal	Section XVII and XVIII	Upon termination or non-renewal, you must, among other things, cease operation of the

Provision	Section in Franchise Agreement	Summary
		restaurant, cease use of Noble Roman's products, cease use of the trademarks and proprietary information, payment of all amounts due Company, return Manuals, provide Company with required information regarding supplies and operation of the restaurant.
j. Assignment of contract by franchisor	Section XIV	No restriction on the right to assign by Company.
k. "Transfer" by franchisee - defined	Section XIV	Includes transfer of interest in Franchise Agreement, restaurant or franchise.
l. Franchisor approval of transfer by franchisee	Section XIV	Company has the right to approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section XIV	All amounts due Company paid, including the franchise transfer fee of \$2,000, new franchisee approved, signs Franchise Agreements and completes initial training program.
n. Franchisor's right of first refusal to acquire franchisee's business	None	
o. Franchisor's option to purchase franchisee's business	None	
p. Death or disability of franchisee	Section XIV	Survivors must either apply within 90 days of death to continue operation which application is subject to Franchisor's approval or sell the franchise within 180 days in accordance with Section XIV.
q. Noncompetition covenants during the term of the franchise	Section X	No involvement in competing business (retail eating establishment featuring pizza and/or deli sub sandwiches) within a one-mile radius of the location of Franchisee's franchise with certain limited exceptions in the case of a co-brand.
r. Noncompetition covenants after the franchise is terminated or expires	Section X	No involvement for a period of two years in competing business within a one mile radius

Provision	Section in Franchise Agreement	Summary
		of the location of Franchisee's franchise.
s. Modification of the agreement	Section XIX	No modifications unless mutual written agreement but Manuals may be changed unilaterally and at any time by the Company.
t. Integration/merger clause	Section XIX	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	N/A	N/A
v. Choice of forum	Section XIX	Must submit disputes to a court in Indianapolis, Indiana, except as described in Note 4.
w. Choice of law	Section XIX	Indiana law applies, except as described in Note 4.

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

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

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

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

18. Public Figures.

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

19. Financial Performance Representations.

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

We do not make any representations about a Franchisee's future financial performance or past financial performance of Company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations, either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting Paul Mobley, Executive Chairman, 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, phone (317) 634-3377, the Federal Trade Commission and the appropriate state regulatory agencies.

20. Outlets and Franchisee Information.

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

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

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

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

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

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

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
Alabama	2022	73	2	0	0	0	0	75
	2021	72	1	0	0	0	0	73
	2020	71	1	0	0	0	0	72
Alaska	2022	34	0	0	0	0	0	34
	2021	34	0	0	0	0	0	34
	2020	34	0	0	0	0	0	34
Arkansas	2022	25	0	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2020	25	0	0	0	0	0	25
Arizona	2022	22	0	0	0	0	0	22
	2021	22	0	0	0	0	0	22

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
	2020	22	0	0	0	0	0	22
California	2022	278	0	0	0	0	0	278
	2021	280	1	3	3	0	0	278
	2020	283	2	5	2	0	3	280
Colorado	2022	29	0	0	0	0	0	29
	2021	29	0	0	0	0	0	29
	2020	29	0	0	0	0	0	29
Connecticut	2022	25	0	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2020	25	0	0	0	0	0	25
Delaware	2022	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Florida	2022	57	0	5	0	0	5	52
	2021	57	0	0	0	0	0	57
	2020	54	4	1	1	0	0	57
Georgia	2022	69	0	1	0	0	1	68
	2021	70	0	1	1	0	0	69
	2020	69	1	0	0	0	0	70
Hawaii	2022	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
Idaho	2022	51	0	0	0	0	0	51
	2021	51	0	0	0	0	0	51
	2020	51	0	0	0	0	0	51
Illinois	2022	157	2	1	0	0	1	158
	2021	156	3	2	0	0	2	157
	2020	153	4	1	1	0	0	156
Indiana	2022	402	16	4	3	0	1	414
	2021	396	15	9	4	0	5	402
	2020	393	10	7	3	0	4	396
Iowa	2022	11	1	0	0	0	0	12
	2021	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
Kansas	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
Kentucky	2022	43	2	0	0	0	0	45
	2021	43	1	1	1	0	0	43
	2020	46	0	3	0	0	3	43

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
Louisiana	2022	114	2	0	0	0	0	116
	2021	111	3	0	0	0	0	114
	2020	111	0	0	0	0	0	111
Maine	2022	19	0	0	0	0	0	19
	2021	19	0	0	0	0	0	19
	2020	19	0	0	0	0	0	19
Maryland	2022	21	0	1	1	0	0	20
	2021	22	0	1	0	0	1	21
	2020	22	0	0	0	0	0	22
Massachusetts	2022	6	0	0	0	0	0	6
	2021	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
Michigan	2022	62	0	0	0	0	0	62
	2021	62	0	0	0	0	0	62
	2020	62	0	0	0	0	0	62
Minnesota	2022	34	0	0	0	0	0	34
	2021	34	0	0	0	0	0	34
	2020	34	0	0	0	0	0	34
Mississippi	2022	47	1	0	0	0	0	48
	2021	46	1	0	0	0	0	47
	2020	46	0	0	0	0	0	46
Missouri	2022	55	1	0	0	0	0	56
	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
Montana	2022	51	0	0	0	0	0	51
	2021	51	0	0	0	0	0	51
	2020	51	0	0	0	0	0	51
Nebraska	2022	10	0	0	0	0	0	10
	2021	10	0	0	0	0	0	10
	2020	10	0	0	0	0	0	10
Nevada	2022	27	0	0	0	0	0	27
	2021	28	0	1	0	0	1	27
	2020	29	0	1	0	0	1	28
New Hampshire	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2020	12	0	0	0	0	0	12
New Jersey	2022	35	0	0	0	0	0	35
	2021	35	0	0	0	0	0	35
	2020	35	0	0	0	0	0	35
New Mexico	2022	24	0	0	0	0	0	24

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
	2021	24	0	0	0	0	0	24
	2020	24	0	0	0	0	0	24
New York	2022	54	0	0	0	0	0	54
	2021	54	0	0	0	0	0	54
	2020	54	0	0	0	0	0	54
N. Carolina	2022	25	0	0	0	0	0	25
	2021	25	0	0	0	0	0	25
	2020	26	0	1	1	0	0	25
N. Dakota	2022	20	0	0	0	0	0	20
	2021	20	0	0	0	0	0	20
	2020	20	0	0	0	0	0	20
Ohio	2022	113	3	0	0	0	0	116
	2021	113	0	0	0	0	0	113
	2020	114	0	1	1	0	0	113
Oklahoma	2022	101	0	0	0	0	0	101
	2021	101	0	0	0	0	0	101
	2020	101	0	0	0	0	0	101
Oregon	2022	55	0	0	0	0	0	55
	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
Pennsylvania	2022	63	0	0	0	0	0	63
	2021	63	0	0	0	0	0	63
	2020	63	0	0	0	0	0	63
Rhode Island	2022	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
S. Carolina	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
	2020	13	0	1	1	0	0	12
S. Dakota	2022	11	0	0	0	0	0	11
	2021	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
Tennessee	2022	46	0	0	0	0	0	46
	2021	46	0	0	0	0	0	46
	2020	46	0	0	0	0	0	46
Texas	2022	154	0	2	0	0	2	152
	2021	154	0	0	0	0	0	154
	2020	154	0	0	0	0	0	154
Utah	2022	55	0	0	0	0	0	55
	2021	55	0	0	0	0	0	55

**NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
	2020	55	0	0	0	0	0	55
Vermont	2022	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
Virginia	2022	26	0	0	0	0	0	26
	2021	27	0	1	0	0	1	26
	2020	27	0	0	0	0	0	27
Washington	2022	85	0	0	0	0	0	85
	2021	85	0	0	0	0	0	85
	2020	86	0	1	0	0	1	85
W. Virginia	2022	27	0	0	0	0	0	27
	2021	27	0	0	0	0	0	27
	2020	28	0	1	1	0	0	27
Wisconsin	2022	99	0	0	0	0	0	99
	2021	99	0	0	0	0	0	99
	2020	99	0	0	0	0	0	99
Wyoming	2022	14	0	0	0	0	0	14
	2021	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
D.C.	2022	15	0	0	0	0	0	15
	2021	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
The Dominican Republic	2022	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
Marshall Islands	2022	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
TOTALS	2022	2,803	30	14	4	0	10	2,819
	2021	2,797	25	19	9	0	10	2,803
	2020	2,798	22	23	11	0	12	2,797

The name and last known address of the franchisees who voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year is attached as Exhibit F. If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system. In some instances, former franchisees sign provisions restricting their ability to speak openly about their experience with Noble Roman's. The Company has entered into approximately 10 of these agreements during the last three years. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

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

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

21. Financial Statements.

Attached to this Disclosure Document as Exhibit "B" are audited consolidated balance sheets of Noble Roman's, Inc. as of December 31, 2021 and 2022 and audited statements of operations, stockholders' equity and cash flows for each of the years ending December 31, 2020, 2021 and 2022.

22. Contracts.

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

23. Receipts.

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

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Illinois	
Indiana	
Maryland	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT A

NOBLE ROMAN'S FRANCHISE AGREEMENT



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

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between Noble Roman's, Inc., an Indiana corporation ("Franchisor") and _____ ("Franchisee").

RECITALS:

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

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

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

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

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

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

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

SECTION I - GRANT.

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

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

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

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

SECTION II - PLANS AND CONSTRUCTION.

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

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

C. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Noble Roman's Pizza and commence business within ___ days after the execution of this Agreement, unless Franchisee obtains an extension of such time period from Franchisor in writing. Franchisor will not

unreasonably withhold approval of one or more thirty (30) day extensions in the event of delay(s) due to circumstances beyond Franchisee's control. Prior to opening, Franchisee shall complete all exterior and interior preparations for the Noble Roman's Pizza, including installation of equipment, fixtures, furnishings, interior decor and signs, pursuant to the plans and specifications specified by Franchisor, and shall comply with all other pre-opening obligations of Franchisee, including, but not limited to, those obligations described in Section VII, to Franchisor's satisfaction. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Noble Roman's Pizza and commence business in accordance with the foregoing shall be deemed a material event of default under this Agreement.

SECTION III - TERM AND RENEWAL.

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

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

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

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

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

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

(5) Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Location or obtain Franchisor's approval of a new site for the operation of the Franchised Business for the duration of the renewal term of this Agreement;

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

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

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

SECTION IV - FEES.

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

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

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

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

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

(2) Franchisee shall report its Gross Sales by facsimile transmission or, if not reasonably available, by telephone, or by such other method as Franchisor may reasonably direct, by noon on Monday (Eastern Standard Time) ("Due Date") after the end of each week or at such other times as are established by Franchisor in its sole discretion. Franchisor will then deposit or transfer the reported amounts due into its own account, using the Franchisee's pre-authorized checks agreement. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay the resulting bank fees imposed on Franchisor plus a \$25 administrative fee.

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

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

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

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

SECTION V - FRANCHISOR'S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

B. Franchisor represents and warrants that Franchisor has full right and power under its bylaws and certificate of incorporation to grant Franchisee the franchise as contemplated herein and perform the same and that the execution of this Agreement by Franchisor does not

infringe upon or constitute a default under any agreement or covenant to which Franchisor is a party or violate or conflict with any law or regulation by which Franchisor is bound.

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

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

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

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

(3) Defend the Marks.

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

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

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

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

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

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

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

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

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

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

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

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

C. Management of the Noble Roman's Pizza.

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

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

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

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

SECTION VIII - FRANCHISED BUSINESS OPERATIONS.

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

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

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

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

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

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

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

(3) To maintain an adequate inventory of all perishable items, non-perishable items and frozen products used in the operation of the Franchised Business, and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that are in strict conformity to Franchisor's standards and specifications; to prepare all menu items in accordance with Franchisor's recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from Franchisor's standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without Franchisor's prior written consent.

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

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

(6) To grant Franchisor and its agents the right to enter upon Noble Roman's Pizza premises at any reasonable time for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; to permit representatives to view and print and/or copy POS or other reports, invoices, receipts and other materials as they relate to the Noble Roman's Pizza, and to permit representatives of Franchisor to take photographs, movies or videotapes of Noble Roman's Pizza and to interview employees and customers of Noble Roman's Pizza; provided, however, that such activities by Franchisor shall be conducted in a manner so as to minimize any disruption to

the Noble Roman's Pizza. The Franchisor shall have the exclusive right to use any photograph, movie, videotape, or other material prepared in connection with an inspection of the Noble Roman's Pizza, and shall have no obligation to obtain Franchisee's permission, or to compensate Franchisee in any manner, in connection with the use of such materials for advertising, training or other purposes. Upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take steps as may be necessary to correct immediately any deficiencies detected during any such inspection.

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

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

F. Franchisee acknowledges and agrees that Franchisor and its affiliates have developed and may develop for use in the System certain products which are prepared from highly confidential secret recipes and which are trade secrets of Franchisor, including, without limitation, pizza dough, sauce, cheese and breadsticks, as well as any other secret recipe products now or hereafter designated in the Manuals. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that Franchisor closely control the production and distribution of such products. Accordingly, Franchisee agrees that Franchisee shall use only Franchisor's designated products and shall purchase solely from Franchisor or Franchisor's suppliers all of Franchisee's requirements for such products. Franchisee's use of such products is limited to this Location only.

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

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

I. Franchisee acknowledges and agrees that Franchisee may not offer or advertise home delivery service without the express written approval of Franchisor. If Franchisor approves Franchisee's offering home delivery, Franchisee acknowledges and agrees that Franchisor shall have the right to limit or restrict the area to which Franchisee may offer or

advertise home delivery and Franchisee shall strictly adhere to Franchisor's policies and procedures concerning home delivery including, but not limited to, insurance requirements.

SECTION IX - MARKS.

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

B. Franchisee expressly understands and acknowledges that:

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

(2) Franchisee shall not take any action that would prejudice or interfere with the validity of Franchisor's rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any of Franchisor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Noble Roman's Pizza and only at or from the Location or in approved advertising related to the Noble Roman's Pizza.

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

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

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

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

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

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

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

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

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

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

E. Franchisee acknowledges and agrees that certain portions of Noble Roman's Pizza decor and design constitute unique and protectable images to the consumer identified with Franchisor, which are a part of the goodwill associated with the System. Franchisee agrees the usage of such decor and design elements shall inure to the exclusive benefit of Franchisor. This

Agreement does not grant any ownership or other interest in Noble Roman's Pizza decor and design elements to Franchisee.

SECTION X - CONFIDENTIALITY AND NON-COMPETITION COVENANTS.

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

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

(3) The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor, shall at all times be kept in a secure place on the Franchised Business premises, and shall be returned to Franchisor immediately upon request or upon termination or expiration of this Agreement.

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

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

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

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

B. Neither Franchisee nor any Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this Agreement, they

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

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

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

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

(1) With respect to Franchisee, during the term of this Agreement except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly,

for themselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity or association:

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

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

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

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

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

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

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

(a) Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Section

X.C, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XIX.B hereof.

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

XI - BOOKS AND RECORDS.

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

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

(1) Upon request, Franchisee shall, at Franchisee's expense, submit to Franchisor Franchisee's monthly sales tax report for the Franchised Business within twenty (20) days after the end of each requested month.

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

D. Franchisee understands and agrees that the receipt or acceptance by Franchisor of any of the statements furnished or royalties paid to Franchisor (or the cashing of any royalty checks) shall not preclude Franchisor from questioning the correctness thereof at any time and,

in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

SECTION XII [This Section Has Been Reserved]

SECTION XIII - DEBTS AND TAXES.

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

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

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

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

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

SECTION XIV - TRANSFER OF INTEREST.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XV - INDEMNIFICATION.

A. Franchisee shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its affiliates, successors and assigns and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees

of each of them ("Indemnities"), from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

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

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

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

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

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

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

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

SECTION XVI - RELATIONSHIP OF THE PARTIES.

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

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

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

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

SECTION XVII - TERMINATION.

A. (1) Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Agreement is a material and essential obligation of Franchisee; that nonperformance of such obligations will adversely and substantially affect the Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

(2) Except as otherwise provided by law, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States or any state; or if

a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Noble Roman's Pizza premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Noble Roman's Pizza shall be sold after levy thereupon by any sheriff, marshal or constable.

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

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

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

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

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

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

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

(g) If Franchisee or any of the Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral turpitude, or any other

crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

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

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

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

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

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

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

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

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

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

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

B. Except as provided in Sections XVII.A(2) and (3) of this Agreement, upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this Agreement by giving written notice of termination stating the nature of such default to

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

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

SECTION XVIII - POST-TERMINATION.

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

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

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

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

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

E. Franchisee agrees, in the event it continues to operate or subsequently begins to operate any other business, not to use any reproduction, counterfeit, copy or colorable imitation

of the Marks, Distinctive Forms and/or Trade Dress either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake, or deception, or that is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin or description or representation that falsely suggests or represents an association or connection with Franchisor.

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

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

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

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

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

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

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

SECTION XIX - MISCELLANEOUS.

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

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

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

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

C. No delay, waiver, omission or forbearance on the part of a party to exercise any right, option, duty or power arising out of any breach or default by the other party or the Principals under this Agreement shall constitute a waiver by the non-breaching party to enforce any such right, option, duty or power against the breaching party, or as to subsequent breach or default by the breaching party. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Principals of any terms, provisions, covenants or conditions of this Agreement.

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

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

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

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

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

I. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

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

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

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

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

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

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

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

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

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

SECTION XX - ACKNOWLEDGMENTS.

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

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

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

FRANCHISOR:

Noble Roman's, Inc.,
an Indiana Corporation

ATTEST:

Witness

By: _____
Name: Paul W. Mobley
Title: Chairman

FRANCHISEE:

ATTEST:

Witness

By: _____
Name: _____
Title: _____

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

Franchisee: _____
Date: _____

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EXHIBIT B

FINANCIALS

FINANCIAL INFORMATION

The following audited condensed consolidated financial statements are included herein:

Report of Independent Registered Public Accounting Firm

Consolidated balance sheets for December 31, 2021 and 2022.

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

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

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

Notes to consolidated financial statements.

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

	December 31,	
Assets	2021	2022
Current assets:		
Cash	\$ 1,263,513	\$ 785,522
Accounts receivable - net	904,474	824,091
Inventories	994,085	997,868
Prepaid expenses	<u>415,309</u>	<u>424,822</u>
Total current assets	<u>3,577,381</u>	<u>3,032,303</u>
Property and equipment:		
Equipment	4,216,246	4,351,558
Leasehold improvements	3,065,644	3,116,030
Construction and equipment in progress	<u>235,051</u>	<u>63,097</u>
	7,516,941	7,530,685
Less accumulated depreciation and amortization	<u>2,366,927</u>	<u>2,817,477</u>
Net property and equipment	<u>5,150,014</u>	<u>4,713,208</u>
Deferred tax asset	3,232,406	3,374,841
Deferred contract costs	810,044	934,036
Goodwill	278,466	278,466
Operating lease right of use assets	6,003,044	5,660,155
Other assets including long-term portion of accounts receivable - net	<u>324,402</u>	<u>350,189</u>
Total assets	<u>\$ 19,375,757</u>	<u>\$ 18,343,198</u>
Liabilities and Stockholders' Equity		
Current liabilities:		
Accounts payable and accrued expenses	\$ 919,157	\$ 650,582
Current portion of operating lease liability	656,146	799,164
Current portion of Corbel loan payable	<u>-</u>	<u>866,667</u>
Total current liabilities	<u>1,575,303</u>	<u>2,316,413</u>
Long-term obligations:		
Loan payable to Corbel net of current portion	7,898,941	7,470,900
Corbel warrant value	29,037	29,037
Convertible notes payable	597,229	622,864
Operating lease liabilities – net of current portion	5,570,639	5,103,286
Deferred contract income	<u>810,044</u>	<u>934,036</u>
Total long-term liabilities	<u>14,905,890</u>	<u>14,160,123</u>
Stockholders' equity:		
Common Stock – no par value (40,000,000 shares authorized, 22,215,512 issued and outstanding as of December 31, 2021 and December 31, 2022)	24,791,568	24,819,736
Accumulated deficit	<u>(21,897,004)</u>	<u>(22,953,074)</u>
Total stockholders' equity	<u>2,894,564</u>	<u>1,866,662</u>
Total liabilities and stockholders' equity	<u>\$19,375,757</u>	<u>\$ 18,343,198</u>

See accompanying notes to consolidated financial statements.

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

	Year Ended December 31,		
	2020	2021	2022
Restaurant revenue - company-owned restaurants	\$ 6,209,279	\$ 8,939,569	\$ 9,704,169
Restaurant revenue - company-owned non-traditional	470,846	485,595	712,517
Franchising revenue	4,841,229	4,444,826	4,002,824
Administrative fees and other	<u>14,310</u>	<u>14,898</u>	<u>33,255</u>
Total revenue	11,535,664	13,884,888	14,452,765
 Operating expenses:			
Restaurant expenses - company-owned restaurants	4,938,133	7,224,833	8,516,405
Restaurant expenses - company-owned non-traditional	447,040	466,469	704,665
Franchising expenses	<u>1,736,870</u>	<u>1,810,363</u>	<u>2,185,751</u>
Total operating expenses	7,122,043	9,501,665	11,406,821
 Depreciation and amortization			
General and administrative	<u>382,368</u>	<u>848,913</u>	<u>450,550</u>
	<u>1,717,209</u>	<u>1,790,722</u>	<u>2,167,678</u>
 Total expenses			
	<u>9,221,620</u>	<u>12,141,300</u>	<u>14,025,049</u>
Operating income	2,314,044	1,743,588	427,716
 Interest expense			
	1,914,344	1,361,625	1,626,221
Adjust valuation of receivables	<u>4,941,718</u>	<u>-</u>	<u>-</u>
Net (loss) income before income taxes	(4,542,018)	381,963	(1,198,505)
Income tax expense (benefit)	<u>839,928</u>	<u>(127,502)</u>	<u>(142,435)</u>
Net (loss) income	<u><u>\$ (5,381,946)</u></u>	<u><u>\$ 509,465</u></u>	<u><u>\$ (1,056,070)</u></u>
 Income (loss) per share - basic:			
Net income (loss)	\$ (.24)	\$.02	\$ (.05)
 Weighted average number of common shares outstanding			
	22,215,512	22,215,512	22,215,512
 Diluted income (loss) per share:			
Net income (loss) (1)	\$ (.24)	\$.02	\$ (.05)
 Weighted average number of common shares outstanding			
	23,465,512	23,641,678	23,512,550

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

See accompanying notes to consolidated financial statements.

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

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

See accompanying notes to consolidated financial statements.

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

Year ended December 31,

<u>OPERATING ACTIVITIES</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Net income (loss)	\$ (5,381,946)	\$ 509,465	\$ (1,056,070)
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:			
Depreciation and amortization	1,433,295	1,330,017	942,977
Amortization of lease cost in excess of cash paid	46,994	36,223	18,552
Deferred income taxes	839,928	(127,502)	(142,435)
Changes in operating assets and liabilities			
(Increase) decrease in:			
Accounts receivable	(98,388)	(24,971)	80,384
Inventories	(9,896)	(103,530)	(3,783)
Prepaid expenses	189,884	(19,391)	(9,514)
Other assets including long-term portion of accounts receivable	4,508,836	(122,440)	122,804
Increase in:			
Accounts payable and accrued expenses	147,040	41,058	76,669
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,675,747</u>	<u>1,518,929</u>	<u>29,584</u>
 <u>INVESTING ACTIVITIES</u>			
Purchase of property and equipment	<u>(2,084,710)</u>	<u>(1,449,779)</u>	<u>(507,575)</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>(2,084,710)</u>	<u>(1,449,779)</u>	<u>(507,575)</u>
 <u>FINANCING ACTIVITIES</u>			
Payment of principal on First Financial Bank loan	(4,379,024)	-	-
Payment of principal on convertible notes	(1,275,000)	-	-
Net proceeds from new financings net of closing costs	7,039,218	-	-
Lease liabilities	-	-	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>1,385,194</u>	<u>-</u>	<u>-</u>
 Increase (decrease) in cash	976,231	69,150	(477,991)
Cash at beginning of year	<u>218,132</u>	<u>1,194,363</u>	<u>1,263,513</u>
Cash at end of year	<u>\$ 1,194,363</u>	<u>\$ 1,263,513</u>	<u>\$ 785,522</u>

Supplemental Schedule of Non-Cash Investing and Financing Activities:

None.

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements

Noble Roman's, Inc. and Subsidiaries

Note I: Summary of Significant Accounting Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subsequent Events: The Company evaluated subsequent events through the date the consolidated statements were issued and filed with the Annual Report on Form 10-K.

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

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

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

Note 2: Accounts Receivable

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

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

Note 3: Notes Payable

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

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

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

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

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

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

Interest on the Notes accrued at the annual rate of 10% and is payable quarterly in arrears. Initially, the Notes matured, and the Warrants expired, three years after issuance. However, in December 2018, the Company offered to extend the maturity of the Notes and the expiration date of the Warrants to January 2023. Certain of the holders of the Notes and Warrants accepted the Company’s offer. Accordingly, of the principal amount of the Notes, holders of \$775,000 in principal amount extended their Notes until January 31, 2023. In 2018 and 2019, holders of \$500,000 in principal amount of the Notes converted those Notes to 1,000,000 shares of the Company’s Common Stock in accordance with the terms of the Note. In February 2020, in conjunction with the Company’s refinancing of its debt, \$1,275,000 in principal amount of those Notes was repaid leaving a balance of \$625,000 which mature

on January 31, 2023. The holders of the remaining \$625,000 principal amount of Notes can elect, at their option any time prior to maturity, convert those Notes to Common Stock in accordance with the terms of the Notes. In 2022, the holders of all \$625,000 principal balance extended the maturity of the Notes and Warrants to February 28, 2025 except for Notes with outstanding principal of \$150,000 which matured on January 31, 2023, however the principal amount of such Notes cannot be repaid until Corbel’s loan is paid because the Notes are subordinated to such loan.

The Warrants issued with the Notes provide for an exercise price of \$1.00 per share of Common Stock (subject to anti-dilution adjustments). As a result of the February 7, 2020 financing with Corbel, the Warrants adjusted to \$0.57 per share. All warrants were canceled with the repayment of the Notes except Warrants issued with \$775,000 principal amount of Notes that were extended to the new maturity of January 31, 2023. After January 31, 2023, only the Warrants associated with \$475,000 principal Notes that were extended are outstanding. Subject to certain limitations, the Company may redeem the outstanding Warrants at a price of \$0.001 per share of Common Stock subject to the Warrant upon 30 days’ notice if the daily average weighted trading price of the Common Stock equals or exceeds \$2.00 per share for a period of 30 consecutive trading days.

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

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

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

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

Note 4: Royalties and Fees

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

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

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

Note 5: Liabilities for Leased Facilities

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

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

Note 6: Income Taxes

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

Note 7: Common Stock

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

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

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

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

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

The Company estimates the fair value of its option awards on the date of grant using the Black-Scholes option pricing model. The risk-free interest rate is based on external data while all other assumptions are determined based on the Company's historical experience with stock options. The following assumptions were used for grants in 2020, 2021 and 2022:

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

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

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

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

Balance of employee non-vested stock options outstanding as of 12/31/19	731,336
Stock options granted during the year ended 12/31/20	443,500
Stock options vested during the year ended 12/31/20	(212,500)
Stock options forfeited during the year ended 12/31/20	0
Balance of employee non-vested stock options outstanding as of 12/31/20	962,336
Stock options granted during the year ended 12/31/21	463,500

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

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

Note 8: Statements of Financial Accounting Standards

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

Note 9: Contingencies

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

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

Note 10: Certain Relationships and Related Transactions

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

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

Note 11: Unaudited Quarterly Financial Information

2022

	<u>December 31</u>	<u>Quarter Ended</u>		<u>March 31</u>
		<u>September 30</u>	<u>June 30</u>	
	(in thousands, except per share data)			
Total revenue	\$ 3,329	\$ 3,909	\$ 3,750	\$ 3,465
Operating income (loss)	(395)	382	282	159
Net income (loss) before income taxes	(953)	4	(66)	(183)
Net income (loss)	(873)	4	(50)	(137)
Net income (loss) per common share				
Basic	(.05)	(.01)	(.01)	(.01)
Diluted	(.05)	(.01)	(.01)	(.01)

2021

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

EXHIBIT C

**REGISTERED AGENT FOR
SERVICE OF PROCESS**

REGISTERED AGENT FOR SERVICE OF PROCESS

Wisconsin

Division of Securities
P.O. Box 1768
Madison, Wisconsin 53702

EXHIBIT D

STATE ADMINISTRATORS

STATE ADMINISTRATORS

<p>Alabama Office of the Attorney General Alabama State House 11 S. Union Street, 3rd Floor Montgomery, Alabama 36130 (800) 392-5658</p>	<p>Arizona Arizona Corporation Commission Securities Division 1300 West Washington Street, 3rd Floor Phoenix, Arizona 85007 (602) 542-4242</p>
<p>Arkansas Office of the Attorney General 200 Catlett-Prien Tower 323 Center Street Little Rock, Arkansas 72201 (501) 682-1323</p>	<p>California Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, California 90013-2344 (213) 576-7505 or (866) 275-2677</p>
<p>Colorado Colorado Attorney General 1525 Sherman, 5th Floor Denver, Colorado 80203 (303) 866-4500</p>	<p>Connecticut Connecticut Commissioner of Banking State of Connecticut 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8100</p>
<p>Delaware Commissioner of Agriculture & Consumer Services Carvel State Office Building 820 N. French Street Wilmington, Delaware 19801 (302) 577-8400</p>	<p>Florida Commissioner of Agriculture & Consumer Services The Capitol Tallahassee, Florida 32399-0800 (850) 488-3022</p>
<p>Georgia Governor's Office of Consumer Affairs 2 Martin Luther King Jr. Drive, Suite 356 Atlanta, Georgia 30334 (404) 651-8600</p>	<p>Idaho Office of the Attorney General 700 W. Jefferson Street Boise, Idaho 83720-0010 (208) 334-2400</p>
<p>Illinois Illinois Attorney General 520 South Second Street Springfield, Illinois 62706 (217) 782-2256 or (800) 628-7937 (within Illinois)</p>	<p>Indiana Indiana Securities Division 302 W. Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681 or (800) 223-8791</p>
<p>Iowa Securities Bureau Lucas State Office Building, 2nd Floor Des Moines, Iowa 50319 (515) 281-4441</p>	<p>Kansas Office of the Attorney General Judicial Center 301 S.W. 10th Avenue Topeka, Kansas 66612 (785) 296-2215</p>

<p>Kentucky Division of Securities 477 Versailles Road Frankfort, Kentucky 40601 (502) 573-3390</p>	<p>Louisiana Louisiana Attorney General Consumer Protection Section State Capitol, 22nd Floor Baton Rouge, Louisiana 70804-9005 (504) 342-7013</p>
<p>Maine State of Maine Securities Division 121 State House Station Augusta, Maine 04333-0212 (207) 582-8760</p>	<p>Maryland Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410)576-6360</p>
<p>Massachusetts Massachusetts Securities Division One Ashburton Place, 17th Floor Boston, Massachusetts 02108 (617) 727-3548</p>	<p>Michigan Corporation and Securities Bureau 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48909 (517) 334-6212</p>
<p>Minnesota Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (612) 296-2283</p>	<p>Mississippi Mississippi Attorney General P.O. Box 220 Jackson, Mississippi 38205-0220 (601) 359-4230</p>
<p>Missouri Securities Division Missouri State Information Center 600 W. Main Jefferson City, Missouri 65101 (573) 751-4136 or (800) 721-7996</p>	<p>Montana Office of the Attorney General Justice Building 215 N. Sanders Helena, Montana 59620 (406) 444-2026</p>
<p>Nebraska Department of Banking & Finance P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445</p>	<p>Nevada Nevada Attorney General 100 N. Carson Street Carson City, Nevada 89701-4717 (775) 687-4170</p>
<p>New Hampshire Office of the Attorney General 33 Capitol Street Concord, New Hampshire 03301-6397 (603) 271-3658</p>	<p>New Jersey Office of the Attorney General Hughes Justice Complex 25 Market Street, P.O. Box 080 Trenton, New Jersey 08625-0080 (609) 292-8740</p>

<p>New Mexico Office of the Attorney General P.O. Drawer 1508 Santa Fe, New Mexico 87504-1508 (505) 827-6060</p>	<p>New York New York Secretary of State 99 Washington Avenue Albany, New York 12231 (212) 416-8236</p>
<p>North Carolina Securities Division Department of the Secretary of State 300 N. Salisbury Street Raleigh, North Carolina 27603-5909 (919) 733-3924 or (800) 688-4507</p>	<p>North Dakota North Dakota Securities Commission State Capitol Building, 5th Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-2910 or (800) 297-5124</p>
<p>Ohio Ohio Securities Commission 77 S. High Street, 22nd Floor Columbus, Ohio 43266-0548 (614) 644-7381 or (800) 788-1194</p>	<p>Oklahoma Oklahoma Department of Securities First National Center 120 N. Robinson, Suite 860 Oklahoma City, Oklahoma 73102 (405) 280-7700</p>
<p>Oregon Department of Insurance and Finance 120 Labor & Industries Building Salem, Oregon 97302 (503) 378-4387</p>	<p>Pennsylvania Pennsylvania Securities Commission 1010 N. 7th Street, 2nd Floor Eastgate Office Building Harrisburgh, Pennsylvania 17102-1410 (717) 787-8061 or (800) 600-0007</p>
<p>Rhode Island Director of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 222-2246</p>	<p>South Carolina Secretary of State Edgar Brown Building, Suite 525 Box 11350 Columbia, South Carolina 29211 (803) 734-2170</p>
<p>South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823</p>	<p>Tennessee Tennessee Attorney General 425 5th Avenue North Nashville, Tennessee 37243 (615) 741-3549</p>
<p>Texas State Securities Board 200 E. 10th Street, 5th Floor P.O. Box 13167 Austin, Texas 78711-3167 (512) 305-8302</p>	<p>Utah Utah Department of Commerce Division of Consumer Protection 160 E. 300 South, Box 146704 Salt Lake City, Utah 84114-6704 (801) 530-6601</p>

<p>Vermont Attorney General's Office 109 State Street Montpelier, Vermont 05609-1001 (802) 828-3171</p>	<p>Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>Washington Director of Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501</p>	<p>West Virginia Office of the Attorney General 1900 Kanawha Blvd., Room 26E Charleston, West Virginia 25305-9924 (304) 558-2021</p>
<p>Wisconsin Division of Securities P.O. Box 1768 Madison, Wisconsin 53702 (608) 261-9555 or (800) 472-4325</p>	<p>Wyoming Office of the Attorney General 123 Capitol Building Cheyenne, Wyoming 82002 (307) 777-7841</p>
<p>Alaska Attorney General Alaska Department of Law 1031 W. Fourth Avenue, Suite 110 Anchorage, Alaska 99501</p>	<p>Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813</p>

EXHIBIT E

LIST OF CURRENT FRANCHISEES

2022 CURRENT NOBLE ROMAN'S FRANCHISEES

Christy Seguin
Christy Seguin
10016 110 Ave
Grande Prairie, ABT8V 8L4
780-897-7548

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

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

Howers IGA
Lee Trout
209 Main St
Haines, AK99827
907-766-2040

SOS Value Mart
Nancy Hyke
Mile 1.5 Keku Road
Kake, AK99830
907-785-6444

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

Tatsuda's Supermarket Inc
Katherine Tatsuda
633 Stedman St
Ketchikan, AK99901
907-225-4125

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

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

The Trading Union IGA
Barry Morrison
102 N Nordic Dr
Petersburg, AK99833
907-772-3881

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

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

Fairway Market
Tim Fairbanks
PO Box 355
Skagway, AK99840
907-983-2220

Cubby's Marketplace
Greg Pearson
HC 89 Box 8581
Talkeetna, AK99676
907-733-5050

Bob's IGA
Bob Robbins
223 Brueger
Wrangell, AK99929
907-874-2341

Mallott's General Store
Larry Powell
PO Box 159
Yakutat, AK99689
907-784-3355

Mitchell Grocery Corp
Donna Dean
PO Box 370
Albertville, AL35950
256-891-5432

Mack Johnson
Mack Johnson
322 N 4th St
Attalla, AL35954
256-538-7412

Fourth Avenue Supermarket
Gerard D'Alessandro Jr
528 4th Ave N
Bessemer, AL35020
205-424-6625

Belle Foods LLC
Dave Dettelbach
800 Lakeshore Pkwy
Birmingham, AL35211
205-912-4640

Piggly Wiggly Brundidge
Stanley Garrett
553 N Main St
Brundidge, AL36010
334-735-3337

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

Piggly Wiggly
Sage Smoker
PO Box 293
Camden, AL36726
334-682-5330

Dadeville Foodland
Robert Renfroe
483 N Broadnax St
Dadeville, AL36853
256-825-4461

Wall Street Markets LLC
Adam Treadwell
1140 Montgomery Hwy
Dothan, AL36303
334-479-8642

Gateway Foods Inc
Greg Waldrop
PO Box 687
Double Springs, AL35553
205-489-5001

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

Scott Food Mart Inc and Ali Alhaidmi
Ali Alhaidmi
Eufaula Citgo Lake Point 2551 US-431
Eufaula, AL356027
334-327-5886

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

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

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

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

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

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

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

Cash Saver
Doug Gregerson
272 N 3rd St
Gadsden, AL35901
256-549-0644

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

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

Hackleburg Market
Wally Kemp
1515 Old Hackleburg Rd
Hackleburg, AL35564
205-935-3200

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

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

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

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

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

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

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

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

McGehee Road Super Foods
Robert Renfroe
2905 McGehee Road
Montgomery, AL36111
334-265-9845

Mega Meats
Scott Scoggins
528 E Patton Ave
Montgomery, AL36111
334-288-0974

Montgomery Enterprise 3 LLC and Shubham
Joshi
Shubham Joshi
3001 McGhee Rd
Montgomery, AL36111
334-282-5077

Renfroe's Foodland
Robert Renfroe
9168 Eastchase Parkway
Montgomery, AL36117
334-462-7332

Ganesha G Mart LLC and Yatin Patel
Yatin Patel
1450 Fox Run Parkway
Oelika, AL36801
334-462-6577

JTM Corporation
Gil Milligan
US Hwy 80 W #C
Phenix City, AL36870
334-298-1974

Hills Foodland
Johnny Hill
851 Park Rd
Pleasant Grove, AL35127
205-744-9119

Piggly Wiggly #93
Jason Vinson
518 4th Ave SE
Red Bay, AL35582
256-356-4406

Piggly Wiggly of Red Bay AL Inc
Glen Vinson
PO Box 360
Red Bay, AL35582
256-356-4406

Food Valu
Edward Ikard
21501 AL-79
Scottsboro, AL35768
256-587-3088

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

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

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

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

Aztex Enterprises
Gary Forrester
5222 Middlebrook Pike
Knoxville, TN37921
423-588-5357

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

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

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

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

EJY Corporation
Ed Yasechko
7041 Truck World Blvd.
Hubbard, OH44425
330-534-1160

Faughts Valu Mart
Paul Faught
118 W. Main St.
Jasonville, IN47438
812-665-2011

Gate Marketing Company
David Bowen
9540 San Jose Blvd.
Jacksonville, FL32241
904-737-7220

Hartland Corporation
Steve Hart
R.R. # 1 Box 573 H
Bicknell, IN47512
812-735-4405

Kesmodel, Mark & Amy
Mark Kesmodel
906 Crabapple Ln.
Valparaiso, IN46383
219-586-2972

Meadow View Foodland, Inc.
Bud Forsee
1070 Hwy. 127 N.
Owenton, KY40359
502-484-3410

Mel Bokides Petroleum
Nick Bokides
5250 Claremont Ave.
Stockton, CA95207
209-472-3491

Pro Stop Enterprises, LLC
Janet Horton
2214 U.S. 41 N.
Henderson, KY42420
502-827-4636

River Crossing Marathon
Doug Berry
2530 State Road U.S. 52
Aberdeen, OH45101
937-795-3835

Rivercrest Marina
Trish Hereford
1200 W. 2nd St.
Madison, IN47250
812-265-2199

Torchia, William H. (Subway)
William H. Torchia
323 Main Street
Peoria, IL61602
309-696-7185

Yerolemou, LLC
George Yerolemou
2508 Hwy. 41 N.
Evansville, IN47711
812-425-1092

Cumberland Farms, Inc.
Al McKay
777 Dedham St.
Canton, MA02021

Saba, Andre (Subway)
Andre Saba
710 East Rand Road
Arlington Heights, IL60004
847-392-6622

Circle City Concessions, Inc.
Tim Reuter
4201 W. 39th St.
Indianapolis, IN46226
317-328-9004

Carolina Yogurt, Inc.
Jim Chander and Dennis Brust
P.O. Box 6336
Fishers, IN46038
317-849-2624

El Pueblo Market Inc
Roguel Sanchez
741 E St
Wasco, CA93280
661-869-7625

Mike's Foodland
Mike Williams
1198 New Hwy 52
Westmoreland, TN37186
615-644-2291

Tri Valley Grocers
Chad Collins
2005 Farragut Ave.
Butte, MT59701
406-723-5994

Miami Everglades Resort
Bruce Bryant
213 N. Friendswood Dr.
Friendswood, TX77546
281-992-6060

Jellystone Camp Resort
Bruce Bryant
213 N. Friendswood Dr.
Friendswood, TX77546
281-992-6060

Lake Ridge RV Resort
Bruce Bryant
213 N. Friendswood Dr.
Friendswood, TX77546
281-992-6060

Sports Connection
Ricky Root
6755 Patillo Rd
Beaumont, TX77705
409-729-4000

Curtis Convenience Markets, Inc.
Troy Saidleman
P.O. Box 784
Poteau, OK74953

Rongos, Chris
Chris Rongos
2001 Brooklyn Ave.
Fort Wayne, IN46802
219-432-6554

Pic A Deli Enterprises
Pat Russell
2701 W. Lexington
Elkhart, IN46514
219-293-0300

Puget Sound Stations, Inc
1712 South 356th
Federal Way, WA98003
425-750-4227

JTD LLC - Exit 72 Carryout
Kenny French
2875 Verona Mudlick Rd.
Verona, KY41092
859-485-2093

GMZ Brothers, Inc.
Moe Gharib
600 E. Fort St.
Farmington, IL61531
408-644-2427

RK Allen Oil Inc
Ken Allen
PO Drawer 456
Talladega, AL35161
256-362-4261

Torch 85 Travel Center LLS
Akhil Patel
3903 County Road 53
Tuskegee, AL36083
334-300-0980

Swara LLC and Dinesh Patel
Dinesh (Danny) Patel
611 Prairie St S
Union Springs, AL36089
201-936-2984

Piggly Wiggly York
Paul Latendress
PO Box 217
York, AL36925
205-392-4721

Knight's Grocery
Johnny Garcia
1701 W DeWitt Henry Dr
Beebe, AR72012
501-454-5428

Hays Store Inc
Amy Louise Gullic
200 E Main
Blytheville, AR72315
870-762-2001

Bill's Food Center
Wesley Burruss
5194 Hwy 367 N
Bradford, AR72020
501-344-2753

Hometown Grocery
Roger Hoskins
112 W 3rd
Hermitage, AR71647
870-463-8831

Tim's Food Store
Willie Hillburn
1109 Spruce St
Lewisville, AR71845
870-921-4636

Sherwood Wholesale
Ron Tillman
3190 Little Rock Rd
Rose Bud, AR72137
501-556-5790

Harp's Food Stores Inc
John Clark
PO Box 48
Springdale, AR72765
479-751-7601

Dimum Inc d/b/a Jade Super Foods
Dean Mulloil
9217 Strong Hwy
Strong, AR71765
870-797-2537

Bee's Marketplace
Mark Knudson
1725 S Central
Centennial Park, AZ86021
928-875-2323

Shannon Capital Inc d/b/a Ditty's
Kelly Flannery
4722 S Pablo Pass Ct
Gilbert, AZ85297
605-484-4613

Gordon's IGA #207
Norm Warren
PO Box 549
Kearny, AZ85137
520-363-5595

Pro's Ranch Market
Jose Loera
1602 E Roosevelt
Phoenix, AZ85006
602-254-7201

Thriftree Food & Drug
Justin Millar
755 S Central Ave
Safford, AZ85546
928-428-1844

Del Sol Market #12
Jorge Urrea
1930 Juan Sanchez Blvd.
San Luis, AZ85349
928-722-0369

Del Sol Market
Marcela Pazos
656 San Luis Plaza Dr
San Luis, AZ85349
928-627-0967

J & J Stores, LLC d/b/a Food and Things
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251
480-941-1556

Del Sol Market
Gina Salvido
29854 Los Angeles Ave
Wellton, AZ85356
928-785-9020

Del Sol Market
Guadalupe Apodaca
367 W 16th St.
Yuma, AZ85364
928-343-9595

Murphy's Market, Inc.
Don Rosebrook
785 Bayside Rd.
Arcata, CA95521
707-822-7665

J.J. Market, Inc.
Gordon Foy
2792 Halycyon Rd.
Arroyo Grande, CA93420
805-489-9311

Rainbow Market
Jeremy Obedi
430 Baker St
Bakersfield, CA93305
661-325-7970

Rio Ranch Market
Zee Haifa
3317 W. Ramsey
Banning, CA92220
951-849-0667

My-T-Fine Foods Inc
Kyle DeFoer
21919 Hwy 299 E
Bella Vista, CA96008
530-549-4884

Ben Lomond Market
Christa Shananman
9440 Mill St.
Ben Lomond, CA95005
831-336-3900

Doucette LLC d/b/a Community Market
Mark Doucette
PO Box 800
Big Bear City, CA92314
909-585-2641

Carroll's Market
Dean Rossi
136 S. Main St.
Big Pine, CA93513
760-938-2718

Bishop Market
Ray Akari
2110 N Main St
Bishop, CA93514
661-333-1017

La-Colmena Market
Rene Teinado
1191 H Street
Brawley, CA92227
760-344-2518

Handy Market, Inc.
Mark Arzoian
2514 West Magnolia Blvd.
Burbank, CA91505
818-848-2500

Merciers Enterprises Inc
Charles Mercier
901 N San Fernando Blvd
Burbank, CA91504
818-968-8984

Canyon Lake Market
Hanni Taha
31682 Railroad Canyon Rd
Canyon Lake, CA92587
951-244-0311

KV Mart Co
David Beale
1245 E Watson Center Rd
Carson, CA90745
310-816-0200

Super Toro Loco
Daher Halum
68395 Ramon Rd
Cathedral City, CA92234
760-770-9191

Sandra Parriott
Sandra Parriott
PO Box 10
Cedarville, CA96104
530-279-2626

Carnival Supermarket
Jihaan Barbat
870 Third Ave
Chula Vista, CA91911
619-869-4455

Petro Consulting
Eric Dransfield
3733 Main St
Chula Vista, CA91911
951-200-3300

Sunny's Market
Malik Healu
449 Broadway St
Chula Vista, CA91910
619-425-8946

Fayad Kassis
Fayad Kassis
18039 Valley Blvd
City of Industry, CA91744
626-272-8003

Fresco Supermarket
Davis Lee
15233 E Gale Ave
City of Industry, CA91745
626-961-5717

Foods Etc.
Dennis Darling
15920 Lakeshore Dr.
Clearlake, CA95422
707-994-6423

Hillside Market
Dave Hill
28420 Yosemite Springs Pkwy
Coarsegold, CA93614
559-658-7800

Super A Foods Inc
Raul Alvarez
7200 Dominion Circle
Commerce, CA90040
323-869-0600

Unified Grocers
Fred Ruehl
5200 Sheila St
Commerce, CA90040
323-881-4295

Major Brand Gas Of Concord Inc
Gursharnjeet Cheema
1500 Concord Ave
Concord, CA94520
925-864-9121

Solano Market
Dong Park
2191 Solano Way
Concord, CA94520
925-825-1460

Circle K Stores, Inc.
Joy Powell
495 E. Rincon St., Ste. #150
Corona, CA92879
951-270-5112

Irvine Ranch Market
David Wong
2651 Irvine Ave., Suite J 1 A
Costa Mesa, CA92627
949-631-4404

Keith's Family Food Center
Mark Smith
P.O. Box 575
Covelo, CA95428
707-983-6633

Goodwins Markets
David Grotewald
PO Box 3269
Crestline, CA92325
909-338-1705

Cutler Food Mart
Yakoob Muhamed
40312 Rd 128
Cutler, CA93615
559-471-5523

Jack's Gas & Deli
Haitam "Nathan" Mohamed
40312 Rd 128
Cutler, CA93615
559-471-5523

State Market
KC Singh
1020 Cecil Ave
Delano, CA93215
661-725-0469

J&S Oil Enterprises LLC
Akram Ali
24721 Gingerwood
Diamond Bar, CA91765
509-469-1936

Parkers Corner
Harminder Bhogal
9305 Midway
Durham, CA95938
530-345-9801

Mnts Inc
Sean Taat
633 W Manchester Blvd
Englewood, CA90301
310-412-3044

Valley Max Supermarkets
Sam Badrani
2040 E Valley Pkwy
Escondido, CA92027
760-807-8315

Waris Enterprise, Inc.
Rajinder Sandhu
7891 Mirabel Rd
Forestville, CA95436
707-887-2024

KP International Market
Larry Fults
10971 Olson Dr
Francho Cordova, CA95670
916-969-7576

Frazier Park Market Inc
Jack Johnson
PO Box 2080
Frazier Park, CA93225
661-392-9444

California Fresno Investment Co. d/b/a Bad Bud's
D.W. Ruschhaupt, Jr.
3242 E. Garrett Ave.
Fresno, CA93706
559-486-0220

SDM Bros Inc
Gurcharan Singh
4811 E Butler Ave
Fresno, CA93727
559-255-7383

Evergreen Markets, Inc.
Nathan Tucker
PO Box 298
Greenville, CA95947
530-284-7313

Klamath Kingfisher Inc
Erin Hillman
143 Davis Rd
Happy Camp, CA96039
530-493-2621

Wiley's Supermarket, Inc.
Kenny Wiley
P.O. Box 1000
Hayfork, CA96041
530-628-5646

Arrow Petroleum Inc
Paul Baskaron
636 W Florida Ave
Hemet, CA92543
951-929-7000

Wally's Marketplace
Wally Daoud
836 Palm Ave
Imperial Beach, CA91932
619-424-8129

R-Ranch Markets Inc
Nasser Shalabi
13985 E Live Oak Ave
Irwindale, CA91706
626-814-2900

Sierra Gateway Markets
Mark Preston
13432 Sierra Way
Kernville, CA93238
760-376-2424

Los Compadres Meat Market
Marleny Merino
161 S Main St
Lake Elsinore, CA92530
661-313-8536

So Cal Recreation, Inc.
Charles Kinstler
22771 Centre Dr.
Lake Forest, CA92630
949-770-0055

County Fair Market, Inc.
Mike Anderson
10415 Main St.
Lamont, CA93241
661-845-2208

Family Food Land Market, Inc.
Mike Anderson
10415 Main St.
Lamont, CA93241
661-845-2208

Farmer's Mart
Normy Mashhour
8202 Pearlblossom Hwy
Littlerock, CA93543
661-944-1364

Mar-Val Food Stores Inc
Nancy Worthy
856 N Sacramento St Suite C
Lodi, CA95240
209-304-7966

Lone Pine Market
Ray Akari
119 S Main St
Lone Pine, CA93545
661-333-1017

Fresco Community Markets LLC
Helena Jubany
5914 Monterey Rd.
Los Angeles, CA90042
323-274-1040

Jons International Marketplace
Rose Bueno
5315 Santa Monica Blvd
Los Angeles, CA90029
323-460-4646

Root 3 Corporation
Veronica Diaz
4040 W Washington Blvd
Los Angeles, CA90018
323-732-1207

Sky's Gourmet Family of Companies
Mary Burrell
5408 W Pico Blvd
Los Angeles, CA90019
323-605-9513

Lucerne Valley Market
Bob Richards
PO Box 749
Lucerne Valley, CA92356
760-248-7311

Ord Market, Inc.
Darryl Choates
2700 Imjin Road
Marina, CA93933
831-884-0835

Pioneer Market & Pharmacy
Jason Dubberke
P.O. Box 2128
Mariposa, CA95338
209-742-6100

Farmers Market Place
Sabrina Boggs
1912 Covillaud St
Marysville, CA95901
530-743-6700

Save Mart Supermarkets
Don Prince
PO Box 4278
Modesto, CA95352
209-574-6299

Spencer's Summer Fresh Markets
John Daly
2650 Main St
Morro Bay, CA93442
805-772-8103

Sierra Hills Market, Inc.
Michael Croshaw
117 E. Hwy 4
Murphys, CA95247
209-728-3402

Anjels, Inc.
Sam Khalil
P.O. Box 272
New Cuyama, CA93254
661-766-2761

Newport Bay Liquor, Inc. d/b/a Bal Harbor Liquor
Harpreet Grewal
510 E. Balboa Blvd.
Newport Beach, CA92661
949-675-6864

North Shore Sentry
Larry Montgomery
2265 Hwy 20
Nice, CA95464
707-274-0127

Parvinder Singh
Parvinder Singh
3840 Madison Ave
North Highland, CA95660
916-348-6564

Gazzali's Supermarket Corp.
Mike Gazzali
7000 Bancroft Ave.
Oakland, CA94605
510-569-8159

Collins & Denny Corp
Sam Hasroun
434 Plumas Ave
Oroville, CA95965
530-533-3414

Food Express
Gary Singh
671 Montgomery Street
Oroville, CA95965
510-377-5843

Lakeside Market
Sue Martin
5252 Olive Highway
Oroville, CA95966
530-589-1334

Oceana Market
Matt Eager
200 Eureka Square
Pacifica, CA94044
650-359-8181

Vallarta Supermarkets Inc
Mark Montelongo
10175 San Fernando Rd
Pacoma, CA91331
818-898-0088

Village Center Market
Mike Kridi
9508 E Palmdale Blvd
Palmdale, CA93591
661-944-2496

Stumps Village Markets
Dirk Stump
3770 Voltaire Ave.
Point Loma, CA92107
619-226-9575

Guadalejara Supermarkets
Caterinna Bautista
566 E Date Ave
Porterville, CA98257
559-784-0511

Sierra Minit Marts, Inc.
Don Forrester
101 W. Morten
Porterville, CA93257
559-784-4300

Daniel's OCM, Inc.
Ron Renner
1320 "D" St.
Ramona, CA92065
760-789-1155

Oak Creek Market, Inc.
Ron Renner
1320 "D" St.
Ramona, CA92065
760-789-1155

Oak Creek Market, Inc. d/b/a Daniels Market
Ron Renner
1320 "D" St.
Ramona, CA92065
760-789-1155

Tower Energy d/b/a Tower Market
Greg Lynch
1495 Lake Blvd.
Redding, CA96003
530-241-4629

Gerrards Markets
Tom Reingrover
705 W. Cypress Ave.
Redlands, CA92373
909-793-2808

Delucchi's Market
Enrique Sanchez
3640 Florence St
Redwood City, CA94063
650-868-9813

Redwood Valley Market Inc
Anthony Chehada
999 School Way
Redwood Valley, CA95470
707-485-8408

Maxi Foods Market
Ignacio Enriquez
4050 University Ave
Riverside, CA92501
951-328-9252

Rama Management Inc
Raju Vatsavai
5720 Sycamore Canyon Blvd
Riverside, CA92507
951-328-7975

Village Market
Nizzar Issa
PO Box 3470
Running Springs, CA92382
909-867-4330

Arcade Market
Mandeep Kaur
3173 Marysville Blvd
Sacramento, CA95815
916-920-8831

Compton's Market
Marty Wong
4065 McKinley Blvd
Sacramento, CA95819
916-456-2443

Kings Supermarket
Sam Alkakos
400 E El Camino Avenue
Sacramento, CA95815
916-922-5866

Micnan LLC d/b/a Tooley Oil Company
David Tooley
1111 Exposition Blvd Suite 600
Sacramento, CA95815
916-972-1228

Viva Supermarket
Sean Loloee
4211 Norwood Ave
Sacramento, CA95838
916-993-4100

Ali Family Inc
Walid Ali
4600 Broadway
Salida, CA95368
309-613-0050

DIND Co.
Mehdi Ghassemi
PO Box 5102
San Clemente, CA92674
949-310-6263

Food Bargain Market
Jay Naoom
6261 Imperial Ave
San Diego, CA92114
619-264-9244

Fresh Garden Market
Ricardo Hernandez
4291 Market St
San Diego, CA92102
619-262-4615

Keil's Food Stores
Brian Hair
3015 Clairmont Dr.
San Diego, CA92117
619-275-7060

Mi Familia Supermarkets
Fausto Gutierrez
420 S Meadowbrook
San Diego, CA92114
619-416-4853

Siesel's Meats
Robert Cababas
4131 Ashton St
San Diego, CA92109
619-275-1234

Windmill Farms Market
Angie Martinez
6386 Del Cerro Blvd
San Diego, CA92120
619-287-1400

Tresierras Supermarkets
Arturo R Tresieras
1160 N Maclay Ave, Ste 200
San Fernando, CA91340
818-365-8859

Food and Liquor World
Steve Golchehreh
728 Post St.
San Francisco, CA94109
415-673-5225

Marina Supermarket
Roban Saeed
2181 Doolittle Dr
San Lendro, CA94577
510-352-5724

Blue Star Market Inc
Terry Konja
500 W San Marcos Blvd Suite 100
San Marcos, CA92069
760-798-2204

Trag's Market, Inc.
Barbara Lentz
303 Baldwin Ave.
San Mateo, CA94401
650-347-7021

Las Montana's Market
Tim Najib
13901 San Pablo Ave
San Pablo, CA94806
925-382-5269

Marinwood Market
Jeanne Fitzgerald
155 Marinwood Ave
San Rafael, CA94903
415-491-1965

Dyer Fuel Inc
Nasser (Nick) Noduoust
1351 E Dyer Rd
Santa Ana, CA92705
714-546-8608

Superior Grocers
Agustin Cabrera
15510 Carmenita Rd
Santa Fe, CA90670
562-345-9000

Dave's Market LLC
David Berry
320 W 3rd St
Santa Rosa, CA95401
707-542-8333

Vineyard Creek Gas & Market, LLC
Larry L. Wasem
414 Aviation Blvd.
Santa Rosa, CA95403
707-578-5344

Don's Market
Don Brown
30250 Hwy 78
Santa Ysabel, CA92070
760-765-3272

Scotts Valley Market
Ron Clement Jr
14 Victor Square
Scotts Valley, CA95066
831-438-4324

Charon Apple Market
Paul Charon
111 Central Valley Hwy
Shafter, CA93263
661-746-2271

Farmer's Sentry Supermarket
Ron Mancasola
4525 Shasta Dam Blvd
Shasta Lake, CA96019
530-243-4470

El Rancho Marketplace
Greg King
2886 Mission Dr.
Solvang, CA93463
805-688-4300

Nielsen's Market, Inc.
Kim Jensen
608 Alamo Pintado Rd
Solvang, CA93463
805-688-3236

PriceCo Foods
Randy Toy
13765 Mono Way
Sonora, CA95370
209-532-4343

Lunardi's Supermarket, Inc.
Christopher Booth
432 North Canal St., Suite 22
South San Francisco, CA94060
650-588-7607

Valley Farm Market, Inc.
Robert Wainscott
9040 Campo Rd.
Spring Valley, CA91977
619-463-9595

DMLS d/b/a Susanville Supermarket
Richard Barber
50 Grand Ave.
Susanville, CA96130
530-257-5136

Oil and Water Pachanga Parkway LP
Lawrence Kourie
30515 Temecula Pkwy
Temecula, CA92592
760-846-4332

Seaside Market
Frank Lopez
3801 Pacific Coast Hwy
Torrance, CA92505
714-519-5379

Tower Energy Group
Gary DeFraga
1983 W 190th St., Ste. 100
Torrance, CA90504
310-538-8000

Island Cove
Abdo Nasser
150 4th St., Ste 1
Treasure Island, CA94130
415-391-2299

J&T, Inc. d/b/a Pueblo Ranch Market
Jamal Abuomar
14827 7th St.
Victorville, CA92395
760-843-7730

Big Al's Market
Corey Harges
422 Main St.
Wheatland, CA95692
530-633-2779

Shop N' Save Market
Yassen Ali
421 7th Street
Williams, CA95987
530-473-2895

Castaneda's Market
Jose Castaneda
8465 Old Redwood Hwy Suite 601
Windsor, CA95448
707-838-8820

Nugget Market, Inc.
Kraig Brady
168 Court St.
Woodland, CA95691
530-669-3300

Skywood Trading Post
Taghreed Nasrah
17287 Skyline Blvd
Woodside, CA94062
650-851-0914

Mr Paul's Market
Vino Dewan
2255 Butte House Rd
Yuba City, CA95993
530-674-3822

Hometown Food Markets
Ed Sowards
512 Main St
Antonito, CO81120
719-376-2483

Clark's Market
Brian Morrison
215 S Monarch St, Ste G103
Aspen, CO81611
970-925-5295 x 102

The Grocery Store
Paul Peebles
381 Colorado Dr
Bayfield, CO81122
970-884-9523

Fairplay Markets LLC d/b/a Prather's
James Dean
PO Box 1554
Fairplay, CO80440
719-836-1618

Village Market, Inc.
Jim Schrock
P.O. Box 459
Glenwood Springs, CO81602
970-309-3421

Columbine Market, Inc.
Howard Tuthill
210 Crest Wood Dr.
Gypsum, CO81637
970-524-3663

Reyman's Grocery
Tracy Reyman
100 S Main
Holly, CO81047
719-537-6617

Charlie's Market
Deb Messier
PO Box 65
La Veta, CO81055
719-640-7777

The Country Store
Nancy Chambers
916 N Hwy 149
Lake City, CO81235
970-944-2387

Thaxton's Market
Brent Thaxton
117 Bent Ave
Las Animas, CO81054
719-456-0611

Family Food Town
Kelly Myers
PO Box 760
Palisade, CO81526
970-464-5686

Ridgeway Mountain Market
Darin Hill
490 Sherman
Ridgeway, CO81432
970-626-3582

Sim's Market
Chris Forbes
3971 Big Horn Rd
Vail, CO81657
970-476-6301

Suru LLC d/b/a Ksk Foodmarket
Sarveshwar Patel
141 Nott Hwy
Ashford, CT06278
860-805-1303

Bozzuto's, Inc. d/b/a Adams Super Food Stores
David Hess
PO Box 486
Cheshire, CT06410
203-592-3168

Guilford Food Center
Ron Rosa
77 Whitfield St.
Guilford, CT06437
203-453-4849

Ted's Food Market
Deborah McNary
127 Main St.
Hebron, CT06237
860-228-4311

Davis IGA, Inc.
Gary Davis
27 Kent Green Blvd.
Kent, CT06757
860-927-4093

Village Market & Gas II LLC
Vin DeRosa
903 Exeter Rd
Lebanon, CT06749
413-822-4387

Northford Stores
Nick Demos
1405 Middletown Ave Ste 6
Northford, CT06472
203-484-1175

Natures Art Village
Linda Phillips
1650 Route 85
Oakdale, CT06470
860-443-4367

Better Val-U Surpermarkets
Frank Bokoff
663 Norwich Rd
Plainfield, CT06374
860-564-7681

Tops Markets
John Salerno
887 Mariden Waterbury Rd
Plantsville, CT06479
860-621-5837

K&L, Inc. of Connecticut d/b/a Oliver's
Supermarket
James Noble
75 Waterbury Rd.
Prospect, CT06712
203-758-4009

Service America Corporation, d/b/a Centerplate,
Inc.
Rina Teran, Legal Dept.
2187 Atlantic Street, 6th Floor
Stamford, CT06902

Tri-Town Foods
Jack Fitzpatrick
601 Norwich New London Turnpike
Uncasville, CT06360
860-848-0350

MFV Enterprises, Inc.
Jim Magee
190 Weston Rd.
Weston, CT06883
203-227-2066

Windham IGA
Rob Bounomano
422 Windham Rd.
Willimantic, CT06226
860-423-3056

Winsted Supersaver, Inc.
Wendy Lemieux
372 Main St.
Winsted, CT06098
860-379-1946

Capitol Supermarket
Doo Park
1231 11th St NW
Washington, DC20001
301-221-1258

Launch Newark LLC
Jason Avant
200 Interchange Blvd
Newark, DE19711
773-793-6401

Delaware Supermarkets Inc
Chris Kenny
1600 W Newport Pike
Wilmington, DE19804
302-999-1801

Inversiones Her-la, S.R.L.
Leopoldo Gonzalez Lama
Avenue 27
Santa Domingo, DR

Hitchcock's Markets
Charles Benberry
15560 NW US Hwy 441 Ste 200
Alachua, FL32615
386-462-2284

Ramsey Piggly Wiggly
Rebecca DeVuyst
20118 W Central
Blountstown, FL32424
850-674-5044

Bonifay IGA
Chuck Dockery
507 S Mathushek St
Bonifay, FL32425
850-547-5544

The Grocery Store
Jared Thomas
35 Jefferson St
Chattahoochee, FL32324
850-408-0296

MJM Food Stores #2 LLC
Milan Patel
670 South County Road 419
Chuluota, FL32766
407-267-7863

Twin Lakes Supermarket Inc
Scott Hayles
1814 US Hwy 90 W
DeFuniak Springs, FL32433
850-892-3022

The Village Grocer
Tony Harmon
PO Box 4317
Dowling Park, FL32060
386-658-3130

AMI 53 LLC
Syed Ali
1300 NE 4th Ave
Fort Lauderdale, FL33304
954-242-9612

Food Depot #2
Rob Lewis
66 State Hwy 20 E
Freeport, FL32439
850-835-4630

Big Bend Fuel Inc
Chris Bruckner
6912 Big Bend Rd
Gibson, FL33534
727-946-8727

Leuenberger Enterprises, Inc.
Charlie Leuenberger
5355 Cotton St.
Graceville, FL32440
850-263-6360

Team Z Entertainment LLC d/b/a Rebounderz
David Zorn
14985 Old St Augustine Rd Unit 123
Jacksonville, FL32258
904-300-0070

Fausto's Food Palace, Inc.
Alton Weekley
1105 White St.
Key West, FL33040
305-294-5221

Spires IGA
Mike Spires
610 SW 1st St
Lake Butler, FL32054
386-496-3361

Malone Foods IGA
Ben White
PO Box 748
Malone, FL32445
850-569-2635

Williamson's Food Store
Brian Williamson
840 FL-21
Melrose, FL32666
352-475-1144

B & R Supermarket, Inc.
Max Milam
11 N. Royal Poinciana Blvd., Ste. 100
Miami Springs, FL33166
305-884-4870

Thuc Empire Inc
Thuc Trong Nguyen
1051 W Sand Lake Rd
Orlando, FL32809
407-577-7024

Big Top Supermarket #2
Kenneth Shaw
1353 Coastal Hwy
Panacea, FL32748
850-653-6501

Apple Market Inc
Cory Dull
1021 Scenic Hwy
Pensacola, FL32503
850-433-4381

Duren's Piggly Wiggly
John Clarrey
125 W Hwy 98
Port Saint Joe, FL32456
850-227-1292

Rebounderz-Midwest LLC
Al Palladino
605 Hickman Circle
Sanford, FL32771
407-314-0677

Mt Plymouth IGA
Nakul Patel
31431 N CR 435
Sorrento, FL32776
352-383-5001

Circle K Stores, Inc.
Elisa Gorla
12911 Telecom Pkwy.
Tampa, FL33637
813-910-6806

City Discount Food Mart
Mayank Patel
8925 N Boulevard
Tampa, FL33604
813-931-5280

Giant Indiana LLC
Basem Ali
1806 N Franklin St
Tampa, FL33602
813-740-0422 x 133

Rich's IGA
David Rich
201 W River Road
Wewahitchka, FL32465
850-639-5343

Dorsey's Supermarket
Dorsey Holt
103 Brookside Dr
Adel, GA31620
229-896-4020

Mike's Country Stores
Michael Rogers
1629 South Philema Rd
Albany, GA31701
229-483-0444

Jay's IGA
Jay Williams
1022 Pierce St
Alma, GA31510
912-632-8511

Mercado Fresco LLC
Lisa Reeves
4166 Buford Hwy, Box G3
Atlanta, GA30345
404-579-2061

Southwest Georgia Oil Co Inc d/b/a Inland
Michelle Weckstein
1711 E Shotwel St
Bainbridge, GA39819
229-246-1553

Dixie Dandy IGA
Walter H Goodman
1015 Dothan Rd
Bainbridge, GA39817
229-246-5484

Freshway Markets - Bryce Emory Inc
Mike Howell
335 College Dr
Barnesville, GA31008
770-358-1572

Costcutter Nottley Dam LLC
Hitesh Patel
40 St Hwy 325
Blairsville, GA30512
706-745-0660

Cairo IGA
Troy Singletary
110 2nd Ave SE
Cairo, GA39828
229-377-3112

Rockdale Grocery Inc
Wendell (Scott) Lewis
PO Box 1517
Conyers, GA30012
770-922-9209

Dennis Barot d/b/a Your Supermarket
Dennis Barot
605 B W 16th Ave
Cordele, GA31015
229-322-0950

Fresh Valu Foods
Woo Lee
2626 Rainbow Way
Decatur, GA30034
404-542-0490

Piggly Wiggly #173
Mike Stone
140 E Broad St
Doerun, GA31744
229-782-5211

McDaniel Grocery Inc d/b/a Piggly Wiggly #287
Kevin McDaniel
1000 S Tennille St
Donalsonville, GA39845
229-524-1177

Piggly Wiggly #025
Kun Chon
3100 Washington Rd
East Point, GA30344
404-763-3835

Block N Blade Butcher Shop, Inc.
Donna Eskew
7433 Sput Springs Rd., Ste. 103
Flowers Branch, GA30542
678-848-5444

J&J Foods
Tauna Rucker
PO Box 977
Gainsville, GA30503
678-668-0648

Convenience Stores, Inc. d/b/a Piggly Wiggly
Bobby Lavender
1010 E. 3rd St.
Jackson, GA30233
770-775-4474

Market Place - Piggly Wiggly
Amy Meghani
415 Lee St
Jefferson, GA30549
706-367-5394

Pitts Bros Convenience Stores
Dwayne Pitts
275 Hwy 19 South
Leesburg, GA31763
229-392-4571

Wayfield Foods Inc
Gregory Edenfield
PO Box 1370
Lithia Springs, GA30122
404-918-4717

Thriftway Galaxy Food Store
Michael Grimes
178 S Victory Dr
Lyons, GA30436
912-526-8164

Foothills IGA
Jeff Downing
70 Foothills Pkwy
Marble Hill, GA30148
770-893-1000

Gratis Store Inc
Jennifer Schwebel
1986 Emmett Doster Road
Monroe, GA30656
404-925-2076

Hemrick's Super Thrift
Colon Hemrick
10 Franklin Rd
Newnan, GA30263
770-253-6667

Nicholls IGA
Andy Thomason
101 N Liberty St
Nicholls, GA31554
912-345-5366

Roberta Piggly Wiggly
Jim Owenby
490 E Crusselle St
Roberta, GA31078
478-836-3495

Dills Food City Inc
Tracy Dilworth
721 Cook St
Royston, GA30662
706-498-4166

Red & White Foods
Mitch Jones
3310 Ogeechee Rd
Savannah, GA31405
912-358-0511

Piglet Supermarkets, Inc.
Thomas "Bubba" Rogers
1053A Second St.
Soperton, GA30457
912-529-3434

Suggs Valley Fresh Market
Todd Suggs
222 Central Ave
Trion, GA30753
706-734-2101

Rubo's
Milton Patrick
1627 Pine Street
Unadilla, GA31091
229-535-6046

Satilla Grocery Inc
Les Youmans
21300 Hwy 82 Ste A
Waynesville, GA31566
912-778-5116

IGA Woodbine
Gunjan Patel
908 Georgia Ave
Woodbine, GA31569
912-576-2139

Majors Management LLC and Henry Heithaus
Henry (Hank) Heithaus
PO Box 1565
Lawrenceville, GA30046
301-785-7300

American Grocery
William Wong
148 E Marine Drive
Dededo, Guam96929
671-488-7072

Times Supermarkets
Chris Borden
3375 Koapaka St D-108
Honolulu, HI96819
808-831-0811

Island Grocery Depot
Jon Yasutake
PO Box 517
Kahului, HI96733
808-866-5011

Dahl's Foods
Kyra Eidbo
4343 Merle Hay Road
Des Moines, IA50310
515-278-1657

Shiva Investment Inc
Harjit Chaudhary
1401 Buchanan St
Des Moines, IA50316
951-588-7888

Barnes Foodland
Michael Barnes
622 10th St
DeWitt, IA52742
563-659-3136

Stokes Market
Steve Stokes
185 N. Main St.
Aberdeen, ID83210
208-397-4186

Kens Food Market
Sherrie Garner
548 Tyage Ave
American Falls, ID83211
208-226-2501

A&A Market
Kent Cummins
PO Box 836
Arco, ID83213
208-527-8582

Dave's Market
Dave Jacobson
PO Box 744
Ashton, ID83420
208-652-7771

Atkinson's Valley Market
Jim Carlson
PO Box 835
Bellevue, ID83313
208-788-7788

Kesler's Market
Bob Kesler
925 W Bridge St
Blackfoot, ID83221
208-785-0555

M&W Markets
Jim Tate
3310 S Gekeler Lane
Boise, ID83706
208-344-8568

Loveland's General Store
Blake Loveland
45 N Superior St
Cambridge, ID83610
208-257-3813

Adamson's
Brent Adamson
PO Box 129
Carey, ID83320
208-823-4314

Lamb's Market
Scott Lamb
1307 E Hwy 93 S
Challis, ID83226
208-879-4456

Village Square
Tonya Clifford
PO Box 7070
Challis, ID83226
208-879-4650

Corner Market
Traci Stewart
412 E 1st St
Glenns Ferry, ID83623
208-366-7411

Southside Market
Brock Lenz
PO Box 848
Glenns Ferry, ID83623
208-366-7481

Cook's
Saul Cook
501 Main St
Gooding, ID83330
208-934-8449

Chappels Market
Gary Chappel
180 S. State St.
Hagerman, ID83332
208-837-6600

Bisharat Market
Rashid Bisharat
177 Main St
Inkom, ID83245
208-775-3511

Robins Roost
Doug Drake
4150 N Big Springs Loop Rd
Island Park, ID83429
208-558-7440

Ivie's Market
Justin Ivie
PO Box 366
Mackay, ID83251
208-588-3361

Thomas Market
Jerry Thomas
170 S Main St
Malad, ID83252
208-766-4030

Corey Watson d/b/a Glenwood IGA
Corey Watson
P.O. Box 2079
Orofino, ID83544
208-476-3011

S&S Foods
Sammy Bhardwaj
501 S Main St
Pierce, ID83546
208-464-2332

K&B Kwik Stop
Dave Kraning
150 Jefferson Ave
Pocatello, ID83201
208-234-0642

Nel's Bi-Lo
Barry Dutton
333 N 15th Ave
Pocatello, ID83201
208-232-5739

Floyd's Harvest Foods
Dan Akins
PO Box 545
Potlatch, ID83855
208-875-0616

Moldenhauer Inc
Mike Moldenhauer
618 North 2nd East
Rexburg, ID83440
801-618-7992

Broulim's Super Market, Inc.
Robert Broulim
182 N. State St.
Rigby, ID83442
208-745-9201

Riggins One Stop
Kim Zolman
PO Box 466
Riggins, ID83549
208-628-3000

Saveway Market
Nathan Bills
PO Box 640
Salmon, ID83467
208-756-2822

McGregor Stores
Brian McGregor
105 E. College
St. Maries, ID83861
208-245-5504

Moody's Market, Inc.
Chester Schilling
40 Homer Dr.
St. Maries, ID83861
208-245-6555

Star Mercantile
Justin Woods
PO Box 39
Star, ID83669
208-286-7431

Genesee Food Centers
Gary Collins
1803 Hwy 99
Troy, ID83871
509-330-1133

Ridley's Family Markets
Lisa Koopm
621 Washington St. S.
Twin Falls, ID93301
208-324-4633

Swensen's Markets, Inc.
Benjamin Swensen
115 Addison Ave.
Twin Falls, ID83301
208-734-9414

S&W Supermarket
Gerald White
23 N Main St
Altamont, IL62411
618-483-6191

El Paso Grande
Jaime Rodriguez
634 E New York St
Aurora, IL60505
630-898-6639

Stroemer Foods Inc
Michael J Stroemer
575 Rodgers St
Barry, IL62312
217-335-2516

Beecher City Foodliner
Tim Fasnacht
107 Charles St
Beecher City, IL62414
618-487-5239

CL Quick Stop of Belvidere
Kevin Olsen
1901 N State St
Belvidere, IL61008
815-543-3312

Tom's Family of Stores
Thomas J Schmutz
22310 E Webb Rd
Bluford, IL62814
618-755-9770

Ludlum Food Market
Gary Ludlum
1001 Cole St
Bushnell, IL61422
309-772-3144

Village Fresh Market
Jerry Kosmetatos
350 Lake Marian Rd
Carpentersville, IL60110
847-426-4646

Kirby Foods Inc
Connie Alcorn
4102 B Fieldstone Rd
Champaign, IL61822
217-352-2600

Cermak Fresh Market
Dan Mondane
2701 W North Ave
Chicago, IL60647
773-278-4447

County Fair Food Inc
William Baffes
10800 South Western Ave
Chicago, IL60643
708-299-4569

Fairplay Finer Foods
Billie Jo Palaggi
4640 S Halsted St
Chicago, IL60609
773-247-6997

Food Smart Grocery
John Mourikes
2901 W Armitage Ave
Chicago, IL60647
773-772-3200x1

Happy Foods
William Tarant
6415 N Central
Chicago, IL60646
773-774-4466

One Stop Foods
Dennis Kaldis
PO Box 53545
Chicago, IL60653
773-624-4444

Potash Markets
Peter Kryger
1525 N. Clark Street
Chicago, IL60610
312-337-7537

Rico Fresh Market
David Villegas
3552 W Armitage
Chicago, IL60647
773-227-7972

Country Squire Foods
Jeff Jaber
113 W Joe Orr Rd
Chicago Heights, IL60411
708-756-0440

Supermercado La Chiquita Cermak
Lulu Jimenez
4926 W Cermak
Cicero, IL60650
708-780-7157

Clinton IGA, Inc.
Michael Chapman
220 E. Van Buren St.
Clinton, IL61727
217-935-3779

Eagle Enterprise Inc
Debra Mueller
110 S Randolph St
Coulterville, IL62237
618-758-3663

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville, IL61832
217-446-8239

Decatur Sparetime Lanes, Inc.
Gary Haines
2870 N. Jasper St.
Decatur, IL62526
217-875-3141

Shop & Save Market
Rory Hancock
518 Metropolitan Way
Des Plaines, IL60016
847-227-5800

Frey Enterprises, Inc.
Joe Frey
308 N. Main St.
Dupou, IL62239
618-286-4519

Save-A-Lot Effingham
Jeanette Gates
101 Keller Dr
Effingham, IL62401
217-342-3094

Eldorado Big John
Dan Doughty
PO Box 288
Eldorado, IL62930
618-273-9811

Dave's Supermarket
Mark Steffen
120 S 3rd St
Fairbury, IL61739
815-692-2822

Farmer City Market
Nick Patel
404 S Main St
Farmer City, IL61842
224-587-0556

Tom's Supermarket
Richard Cashion
369 Market Place Drive
Freeburg, IL62243
618-539-3163

Russell Oil Company
Leon Russell
PO Box 73
Galatia, IL62935
618-268-4722

Valli Produce International Fresh Market
Joe Delulio
155 North Ave
Glendale Heights, IL60139
630-682-5200

Exel Sales Inc
Jill Donovan
913 Greenwood Rd
Glenview, IL60025
847-344-3268

Greenup IGA
Brad Williams
201 Cumberland
Greenup, IL62428
217-923-5045

Tom Hayes
Tom Hayes
110 W Quincy Box 494
Griggsville, IL62340
217-833-2481

Jacksonville County Market
Laurie Welsh
1255 W Morton
Jacksonville, IL62650
217-243-8615

Lanark Food Center
Trushar Patel
113 N Broad St
Lanark, IL61046
815-493-2750

Mike's Market
Mike Frost
133 N Church St
Louisville, IL62858
618-665-3151

D&S Foods
Mike Brand
120 Bluff St
Marseilles, IL61341
815-795-4200

Jambaa Inc dba Kraemart
Mike Kraemer
209 W Cumberland
Martinsville, IL62442
618-554-2487

L&M Grocery
Leonard DeRousse
PO Box 306
Martinsville, IL62442
217-382-4022

L&M Grocery
Leonard DeRousse
308 E Black St
Martinsville, IL62442
217-382-4022

Mason City IGA
Jeff Ohney
201 West Elm
Mason City, IL62664
217-482-9442

Mark's My Store
Larry Cowell
1512 Marion Ave
Mattoon, IL61938
217-235-0511

Food Park
Oleta Higginson
Route 14 W Randolph St
McLeansboro, IL62859
618-643-2217

Cut Mart
Ali Abukhdair
201 Main St
Mound City, IL62963
618-748-9245

Mt Sterling IGA
Steve Kremer
200 S Pittsfield Rd
Mt Sterling, IL62353
217-773-2213

Garden Fresh Naperville
Nir Mor
955 W 75th St
Naperville, IL60565
630-961-9204

Neoga IGA
Sandra Szatkowski
186 W 6th St
Neoga, IL62447
217-895-2251

JDM Grocery, Inc.
Jesse Mitsdarffer
PO Box 287
Oakwood, IL61858
217-354-4244

Foodtown
Ken Newton
26650 Hwy 3
Olive Branch, IL62969
618-776-5935

Kaufman's SuperValu
Jim Kaufman
204 N 4th St
Oregon, IL61061
815-732-7870

Paxton IGA
Craig Riecks
144 West Pells Street
Paxton, IL60957
217-379-3312

Topway Foods
Jim Harrison
1205 Main St.
Pecatonica, IL61063
815-239-2505

Shree Harikrupa, Inc.
Navin Dodia
800 NE Jefferson Avenue
Peoria, IL61603
309-222-6389

Pulaski Valu Mart
Gary Showmaker
PO Box 271
Pulaski, IL62976
618-342-6321

Red Bud IGA
Rebecca Carroll
1010 S Main St
Red Bud, IL62278
618-282-6531

Kelley Williamson Co
Mark Long
1132 Harrison Ave
Rockford, IL61104
815-397-9410

Meehan's IGA #2
Tom Meehan
PO Box 138
Roodhouse, IL62082
217-589-4317

Art's Super Mart Inc
Joseph Dewey
29 N Eddy St
Sandwich, IL60548
815-786-6211

KD Market
Thomas Kleszyk
1102 S Roselle Rd
Schaumburg, IL60193
847-534-5939

Seneca Food Mart
P Patel
271 S Main St
Seneca, IL61360
815-357-6734

Ambe Krupa Food & Liquor Inc
Vaibhav Patel
100 W Si Johnson Ave
Sheridan, IL60551
224-425-2499

Spring Valley Supermarket
Robert Lee
117 S Spaulding
Spring Valley, IL61362
815-664-4385

Blue Goose Market
Matt Bank
300 S 2nd St
St Charles, IL60174
630-584-0900

Wessel's Deli
John Wessel
101 E Main St
Teutopolis, IL62467
217-663-0302

Toledo IGA
Mark Talley
816 Courthouse Square
Toledo, IL62468
217-849-2998

Toluca IGA
Mark Cherny
124 W Santa Fe Ave
Toluca, IL61369
815-452-2336

Trenton IGA
Bruce Becker
491 E Broadway
Trenton, IL62293
618-224-0038

PCS Petroleum LLC
Harjot (Joty) Padda
913 Edwardsville Rd
Troy, IL62294
314-497-0134

Wayne City Phillips 66
Darren Greenwalt
107 N Main
Wayne City, IL62895
618-231-1265

Bellettini Foods
Kirk Bellettini
1085 S Water St
Wilmington, IL60481
815-476-2136 x 11

Grand Food Center
Tim Lichter
606 Greenbay Road
Winnetka, IL60093
847-446-6707

Worth BP Inc
Dipak Bhatt
10631 Southwest Hwy
Worth, IL60482
773-354-9688

Albion Village Foods
Brian Zumbrun
605 S Orange
Albion, IN46701
260-636-2228

Horner Foods Inc
Verlin Horner
302 N Harrison St
Alexandria, IN46001
765-705-4054

Harvest Supermarkets, Inc.
Don Murphy
915 Jackson St
Anderson, IN46016
765-643-6415

AA Khatra Petroleum Inc
Sam Khatra
170 IN-135
Bargersville, IN46106
317-417-6193

TRISHA SHIV Inc
Raj Patel
1340 E State Road 46
Batesville, IN47006
812-363-3176

Revere's Food and Fuel LLC and Troy Lawyer
Troy Lawyer
3520 16th St
Bedford, IN47421
765-461-0562

Berkeley Finer Foods
Dennis D'Amato
5447 St Charles Rd
Berkeley, IN60163
708-547-0549

Harleen Gasoline LLC
Kulwinder Nagra
1206 US Hwy North
Berne, IN46711
260-402-7776

Aai Khodal Inc
Rakeshkumar Patel
9200 S Old State Highway 37
Bloomington, IN47403
765-516-3458

Posey's Supermarket
Richard Draeger
310 E Locust St
Booneville, IN47601
812-897-5806

Page's Food Store
William Kinley
120 S Forest Ave
Brazil, IN47834
812-448-1779

Bellman Oil Co Inc
Jamie Bellman
550 E 2nd St
Bremen, IN46506
574-546-2342

R&M Food Markets
Julie Ekstrom
501 South St
Brookston, IN47923
765-563-3188

Brownsburg BP Inc
Kamal Jit Singh
51 Hornaday Rd
Brownsburg, IN46112
317-427-8290

Green St Petroleum LLC
Ramanjit (Jimmy) Singh
3195 N State Road 267 Suite 101
Brownsburg, IN46112
317-695-4882

Family Mart
Ricky Singh
5726 N State Road 67
Bruceville, IN47516
317-478-0427

Kaiser's Supermarket
Jeffrey Kaiser
PO Box 414
Butler, IN46721
260-868-2391

Keywest, LLC
Tameka Arthur
PO Box 310
Camby, IN46113
317-496-4061

Laser Flash, Inc.
Peter Murphy
617 Third Ave. SW
Carmel, IN46032
317-571-1677

Pavey's Grocery Carthage
John Pavey
12 N Main
Carthage, IN46115
765-561-0660

Kemper's Market
Mark Kemper
424 N State Street
Chandler, IN47610
812-925-6286

SSA 4 Inc and Max Singh
Max Singh
1175 Broadway
Chesterton, IN46304
574-323-8695

Clayton Petroleum Inc
Kulwinder (Sonny) Singh
5871 Liberty Parkway
Clayton, IN46118
317-539-4123

Scott Oil Inc
Brent Scott
PO Box 385
Clinton, IN47842
765-832-2475

Main Gas & Grocery Inc
Harjinder Purewal
1013 N Main St
Cloverdale, IN46120
317-383-7263

Goss Grocery LLC
Adam Goss
5418 S. SR 109
Columbia City, IN46725
260-691-3151

Bigfoot Food Stores, LLC
P.O. Box 347
Columbus, IN47202
812-379-9227

Circle K Midwest, LLC
Jim King
4080 W. Jonathan Moore Pike
Columbus, IN47201
812-379-9227

Mahantlife Inc
Dhaval Kalaria
2601 State St
Columbus, IN47201
317-702-3905

NR West, Inc.
Stephen E. Shirar
4140 Jonathon Moore Pike
Columbus, IN47201
812-342-4477

Ambishchambish Three Inc
Bobby Singh
3676 Western Ave
Connersville, IN47331
765-354-8124

Clarks Eastside Market
Rich Owen
1449 E 5th St
Connersville, IN47331
765-825-6012

Covington Foods, Inc.
Brian Carlson
P.O. Box 2061
Convington, IN47932
765-362-8822

Wise Way
Eugene Rosario
10839 Randolph St
Crown Point, IN46307
219-661-1400

Park N Shop
David Rhodes
1105 Lake Shore Drive
Culver, IN46511
574-842-2450

Mega Foods LLC
Patrick O'Neil
PO Box 302
Delphi, IN46923
765-447-1089

Wallman's Quality Foods
John McKean
123 E Franklin
Delphi, IN46923
765-564-3795

Stiles & Simon Enterprises LLC
Barry Stiles
12465 Glennview Dr
Derby, IN47525
812-639-1873

Bawa Petroleum Inc. d/b/a Bawa Food Mart
Kiranjit Bawa
22700 Old U.S. 20 E
Elkhart, IN46516
574-389-8159

Burger Dairy Franklin Inc and Harnoor Singh
Harnoor Singh
1403 W Franklin St
Elkhart, IN46516
574-314-0302

Garden Food Inc
Ajmer (AJ) Singh
3011 R Belvedere Rd
Elkhart, IN46514
208-305-9470

Amreet Inc
Sumit Patel
5015 N St Joseph Rd
Evansville, IN47720
847-909-8833

Brian Sitzman
Brian Sitzman
1222 N Main St
Evansville, IN47711
812-453-3721

C.E. Taylor Oil, Inc.
Chuck Taylor
10105 Hedden Rd
Evansville, IN47725
812-486-7528

ISAI Inc
Sumit Patel
6000 W St Joseph Rd
Evansville, IN47720
847-909-8833

Scott and Carissa Hettenbach
Scott Hettenbach
300 Hope Court
Evansville, IN47712
812-480-7607

SVIB LLC
Vishal Modi
2910 N Stockwell Rd
Evansville, IN47715
812-430-9541

Tiki Hut LLC
Randy Mathews
116 W Washington St
Fairmont, IN46928
765-206-0164

Strough's Supermarket
Johnny Singh
624 N Madison
Fortville, IN46040
317-485-4061

Fountain City Food and Fuel Inc
Rammy Grewal
402 US Hwy 27 N
Fountain City, IN47341
317-997-6268

JA Petro Inc and Aman Singh
Aman Singh
1795 W SR 28
Frankfort, IN46041
765-242-9696

JSA Foodmart Inc and Amandeep Singh
Amandeep Singh
1795 W SR 28
Frankfort, IN46077
765-242-9696

BHI Senior Living Inc
Dan Carr
2209 St Joe Center Rd
Ft Wayne, IN46825
260-704-7998

Miller K Market
Ahmad Musleh
5019 US Hwy 12
Gary, IN46403
219-938-0160

Johnson Oil Co Inc and Dick Johnson
Dick Johnson
102 S Sycamore St
Gaston, IN46173
765-358-3965

Floyd Central IGA LLC
Dennis Roudenbush
1042 N. Luther Rd.
Georgetown, IN47122
812-923-8894

B&B Petro Inc
Kiranjit Bawa
915 E Kerchere Rd
Goshen, IN46526
574-533-7714

Step Saver, Inc.
Crystal Marker (no longer there- divorce)
7349 Stone Mountain Road
Gosport, IN47333
765-537-2233

AM Family Grocery
Amos Lengacher
18509 Hurshtown Rd
Grabill, IN46741
260-657-3500

Jaysainath, Inc.
Alex Patel
12760 Adams Rd.
Granger, IN46530
574-277-8102

Fair Brothers Inc
Sanjeev Chander
1207 S Bloomington St
Greencastle, IN46135
317-979-3590

Troy Stanton & Scott Stanton
Troy Stanton
1609 E US Hwy 40
Greencastle, IN46135
812-443-4663

US Petro Inc
Sanjeev Chander
1207 S Bloomington St
Greencastle, IN46135
765-653-4727

Tree City Travel Plaza LLC
Jeff Whitaker
1815 N Michigan Rd
Greensburg, IN47240
812-593-1648

Jonathan Byrd's Food Service At Camp Atterbury
LLC
John Gerber
PO Box 413
Greenwood, IN46142
317-881-8888

Neathery Enterprises, Inc.
Brenda Neathery
PO Box 251
Greenwood, IN46142
317-422-1300

FC Market
Gabriel Carrillo
5600 S Sohl Ave
Hammond, IN46320
219-852-4200

Strack & Van Til Super Market, Inc.
Sam VanTil
2244 45th St
Highland, IN46322
219-865-8990

Johnson Junction Inc d/b/a JJ's
Megan Reckelhoff
2840 Guilford St
Huntington, IN46750
260-355-2999

AR 13 Inc
Ravi Singh
7638 Acton Rd
Indianapolis, IN46259
317-292-0230

Bradbury Petroleum Inc
Parnpal (Paul) Singh
5405 W Bradbury Ave
Indianapolis, IN46241
317-446-2878

Emrich Petroleum Inc
Jay Singh
324 W Morris St Unit B
Indianapolis, IN46225
732-581-8859

Grace Foods Inc d/b/a Safeway
Corey Rowland
2153 Barth Ave
Indianapolis, IN46203
317-780-5070

Indy Go Gas & Convenience LLC
Gavin Hart
3802 W 96th St
Indianapolis, IN46268
317-605-8725

Jack Petroleum Inc
Jack Singh
2411 W 16th St
Indianapolis, IN46222
812-344-4870

Jackson Oil
Lou Carter
1970 Kentucky Ave.
Indianapolis, IN46221
317-636-4421

Jathedar Corporation
Mike Singh
8010 S. Madison Ave.
Indianapolis, IN46227
317-865-9538

Local Marathon Inc
Jay Singh
6429 S Mooresville Rd
Indianapolis, IN46221
732-581-8859

Mann Rd BP Inc
Baldev (Dave) Singh
6920 Mann Rd
Indianapolis, IN46221
317-362-5843

Marsh Supermarkets, LLC
Kent Tapley
9800 Crosspoint Blvd.
Indianapolis, IN46256
317-594-2100

MLCF, Inc.
Mike Farabaugh
P.O. Box 47206
Indianapolis, IN46247
317-441-6265

Noble Roman's Inc
Paul Mobley
6612 E 75th St Suite 450
Indianapolis, IN46250
317-634-3377

Pizzaco, Inc.
Paul Mobley
One Virginia Ave., Ste. 800
Indianapolis, IN46204
317-634-3377

Post Road Petroleum Inc
Dave Singh
1007 N Post Rd
Indianapolis, IN46219
317-702-0112

Ramjo, Inc.
Monica Heath
1970 Kentucky Ave.
Indianapolis, IN46221
317-878-2392

Ray-Ron Corporation
Kevin Kelly
7201 West 10th St.
Indianapolis, IN46214
317-247-9161

Rynard Properties LLC
Douglas Rynard
8220 Shelbyville Road
Indianapolis, IN46259
812-614-0856

Salhan, LLC
Dave Singh
4590 N. Shadeland Ave.
Indianapolis, IN46226
317-362-5843

Saraga International Grocery
Babu Pandit
3605 Commercial Dr
Indianapolis, IN46222
317-388-9999

SGPC, LLC
Dave Singh
3210 E Thompson Rd
Indianapolis, IN46322
317-362-5843

Shadeland Petro Inc
Kulwinder (Sonny) Singh
3620 Shadeland Ave
Indianapolis, IN46226
317-270-0347

Shelby Petro Inc
Jay Singh
3502 Shelby St
Indianapolis, IN46227
317-602-4931

Ski Petro Inc
Sanjeev Chander
1215 S Girls School Rd
Indianapolis, IN46231
317-449-0017

Southeastern Petro Inc
Jay Singh
5060 Southeastern Ave
Indianapolis, IN46203
732-581-8859

Stig, Inc.
Ryan P. Stigleman
6479 Titania Drive
Indianapolis, IN46236
317-654-5153

Xpress Pantry Inc
Varinder Sahi
5405 W Bradbury
Indianapolis, IN46241
317-430-3434

YM Oil Inc
Parminder (Harry) Singh Malhi
2960 S Meridian St
Indianapolis, IN46225
317-440-4621

Jamestown IGA
Mike Cook
33 Brush St
Jamestown, IN46147
765-676-5541

Houchens North Foods
Craig Knies
611 Bartley
Jasper, IN47546
812-482-1366

H & M Petroleum Inc
Rick Singh
4013 S. OO EW
Kokomo, IN46902
765-450-8426

Kiran Partners Inc
Rick Singh
615 N Washington
Kokomo, IN46901
765-513-5021

Love Food LLC
Mandeep Singh
1201 E Morgan St
Kokomo, IN46901
646-272-9906

Rick Singh
Rick Singh
615 N Washington
Kokomo, IN46901
765-513-5021

Miller's Markets
Garry Miller
PO Box 240
Lagrange, IN46761
260-463-4962

Hazen Enterprises LLC
Anthony Hazen
67015 US 31 South
Lakeville, IN46536
574-784-9067

Lakeville One Stop Inc
Khalsa Attinderpal Singh
110 N Michigan St
Lakeville, IN46536
574-386-1158

Bright Market
Dave Pinney
24072 State Line Rd
Lawrenceburg, IN47025
812-637-1700

RGA Corp d/b/a RGA Oil
Gurpinder Singh
101 S Main St
Leesburg, IN46538
260-255-8915

Guillaume's Store
Beverly Guillaume
12228 Indiana Street
Leopold, IN47551
812-843-5134

IQRA Petroleum LLC
Sajid (Sam) Amin Sulehria
101 N Main St
Lynn, IN47355
773-931-9533

SN Marathon LLC
Narpinder Singh
1806 Cragmont St
Madison, IN47250
812-274-0578

Horner's Butcher Block
Verlin Horner
825 E 30th St
Marion, IN46953
765-662-6112

Marion Petroleum Inc
Ravinder Singh
2210 N Huntington Rd
Marion, IN46952
347-882-9701

McClure Oil Corp.
Kelly McClure
PO Box 1750
Marion, IN46952
765-674-9771

Martinsville Food Mart LLC
Shalinder Kular
390 E Morgan St
Martinsville, IN46151
317-750-3212

Lakeshore Food Corp d/b/a Al's Supermarkets
Robert Bline
PO Box 737
Michigan City, IN46360
219-879-3357

Forks County Line Stores, Inc.
Jeff James
508 E Warren St
Middlebury, IN46540
574-825-5896

Shri Gianeshay Namah, Inc.
Bharat K. Patel
1408 Lincolnway East
Mishawaka, IN46544
574-323-1113

Frabergs IGA
Ken Fraley
490 N Chestnut St.
Monrovia, IN46157
317-996-2587

Fraberg's IGA Inc
Ken Fraley
490 N Chestnut St
Monrovia, IN46157
317-627-9469

Baba Budha Corp d/b/a Town Mart
Paramjeet Guraya
249 W Washington St
Morgantown, IN46160
812-597-5600

Manny, Inc
James Cavaletto
PO Box 445
Morristown, IN46161
765-763-6380

McKim's IGA
Larry Williams
1320 Main St.
Mt. Vernon, IN47620
812-838-6521

Gagan Petroleum Inc
Avtar Singh
5302 N Wheeling Ave
Muncie, IN47304
765-254-1330

HD Petroleum Inc and Dixit Patel
Dixit Patel
5302 Wheeling Ave
Muncie, IN47304
716-638-3177

Muncie Southside Shell Inc
Shalinder Kular
1401 E 29th St
Muncie, IN47302
317-750-3212

Royerton Foodmart Inc
Tejinder Toor
7910 N State Road 3
Muncie, IN47303
408-707-6676

Nashville Amoco
Steve Payne
P.O. Box 1955
Nashville, IN47448
812-988-1822

Groceries By Joe
Joe Laureys
485 E Michigan St
New Carlisle, IN46552
574-654-7422

LJ's Quick Thru of New Castle LLC
Jason Loveless
2323 Broad St
New Castle, IN47362
765-760-3135

Simran Petroleum Inc
Onkar Singh
68310 SR 15
New Paris, IN46553
574-831-3020

Meera Vashi - Subway
Meera Vashi
5522 Stacer Rd Suite B
Newburgh, IN47630
812-842-0615

Orland Mid Town Market
Richard (Rick) Rogers
9474 W State Route 120
Orland, IN46776
260-829-6936

Gallion's Supermarket, Inc.
Norm Gallion
P.O. Box 134
Orleans, IN47452
812-865-2727

SIYA, Inc.
Kentan Patel
645 N. Buckeye St. Hwy. 421
Osgood, IN47037
812-689-5128

Fellure Foods
Pauline Fellure
PO Box 197
Otterbein, IN47970
765-583-4080

Paragon Supermarket
Darla Bryant
309 West Union Street
Paragon, IN46166
765-537-9622

OO Gas N Go Inc
James Onken
7175 S State Road 67
Pendleton, IN46064
317-339-3567

Plymouth Stop n Go Inc and Arshdeep Ralh
Arshdeep Ralh
2405 N Michigan St
Plymouth, IN46563
260-255-8914

Prairie Creek Food Mart Inc and Paramdeep Singh
Paramdeep Singh
15817 S State Rd 63
Prairie Creek, IN47869
203-543-0143

Wills Market
Donnie Smith Jr
PO Box 32
Redkey, IN47373
765-369-2226

Don West
Don West
6329 750 SW
Reelsville, IN46171
765-721-0218

Gurnav Inc
Gurpreet Singh
8530 E US Hwy 36
Rockville, IN47872
231-288-4887

Holiday Foods & Groceries, Inc.
Russell Winkler
P.O. Box 139
Santa Claus, IN47579
812-937-4428

Stone Ridge Station Inc
Keith Hedinger
1450 W Christmas Blvd
Santa Claus, IN47579
812-683-9361

T&G Gas & Food Inc
Ravi Singh
829 N Ewing St
Seymour, IN47274
812-405-2650

Bowl Brb Inc
Brent Phillips
1601 S Miller St
Shelbyville, IN46176
812-375-4176

Akash Oil & Gas Inc
Onkar Singh
2124 McKinley Ave
South Bend, IN46617
574-202-0560

Martin's Super Markets Inc
Gregory L Freehauf
PO Box 2709
South Bend, IN46680
574-239-1828

One Stop Food and Shop
Kiranjit Bawa
209 W Sample
South Bend, IN46601
574-320-3242

Star 001 LLC
Kuljit (Shawn) Singh
3323 Prairie Ave
South Bend, IN46614
574-261-7281

Drake's Enterprise LTD
Jay & Jamie Francis
204 N Washington St
Swayzee, IN46986
765-480-3248

Baesler's Inc.
Bob Baesler
2900 Poplar St.
Terre Haute, IN47803
812-232-2498

Vik Ramjit Singh, Raju Bhaji and Varinder Sahi
Vikramjit (Vik) Singh
2455 Lafayette Ave
Terre Haute, IN47805
917-344-0290

NANAK JI Inc
Himmat Singh
704 West Trafalgar Pointe Way
Trafalgar, IN46181
317-445-3737

Ps Upland Inc
Palwinder Singh
863 S Main
Upland, IN46989
929-393-2006

701 BP LLC
Balkrushna (Chris) Patel
701 W Main St
Vevay, IN47043
812-571-4732

Koontz Lake Market
Randy Kafantaris
7893 N. Hwy. 23
Walkerton, IN46574
574-586-7222

MaraCor Inc
Brian King
P.O. Box 371
Walton, IN46994
574-626-2514

Clarkson's Market
Chris Clarkson
106 E Main St.
Westport, IN47283
812-591-2510

Highway Petro Inc
Jay Singh
4102 IN-267
Whitestown, IN46075
732-581-8859

Williamsport Food Basket Inc
Emily Shireley
500 State Road 28 East
Williamsport, IN47993
765-762-2023

S&D's Market, Inc. d/b/a Sanders Foods
Jay Sanders
858 North Plymouth Rd.
Winamac, IN46996
574-946-3155

HGMG Inc
Harminder Gill
202 N Range St
Wolcott, IN47995
317-989-6696

Worthington Foods, Inc. d/b/a Worthington
Country Markets
Timothy Wright
319 Canal St.
Worthington, IN47471
812-875-2031

Kismat Petroleum Inc and Parmpal Singh
Parmpal (Paul) Singh
3255 US 421
Zionsville, IN46077
317-313-5878

Shalinder Kular
Shalinder Kular
11723 Walton Cres
Zionsville, IN46077
317-750-3212

Tri Star Food Mart Inc
Shalinder Kular
11723 Walton Cres
Zionsville, IN46077
317-750-3212

Farmers Country Market
Ben Parsons
1800 Central Ave
Dodge City, KS67801
620-225-2981

Santan County Foods Inc
Hugh Brown
602 S Main St
Johnson, KS67855
620-492-2390

Meade Thriftway
Brad Jansonius
922 W Carthage
Meade, KS67864
620-873-5337

Satanta Grocery
Renee Massey
109 E Comanche
Satanta, KS67870
620-649-2741

Venture Foods
Beth Geisick
PO Box 155
Sublette, KS67877
620-675-2246

Booneville Shopwise
Bart Patton
279 Kentucky 28
Booneville, KY41314
606-593-7308

Campbellsburg Supermarket
Stephen Smith
PO Box 189
Campbellsburg, KY40011
502-532-7387

Craycraft's IGA
Richard Brown
3500 Court Street
Catlettsburg, KY41129
606-739-5141

Riverside Supervalu
Victor Dawn
118 6th Ave
Dayton, KY41074
859-466-1511

Ron's Grocery
Jonathan Boggs
17624 Hwy 38
Ewart, KY40828
606-837-0430

Wyatt's SuperValu
Roger Craig
1310 West Shelby Street
Falmouth, KY41040
859-654-3385

Frenchburg IGA
Jerry "Skip" Nantz Jr
1175 Hwy 36
Frenchburg, KY40322
606-454-6585

Don's Super Saver
Scott Parsons
200 Waldon Rd
Harlan, KY40831
606-573-4063

Mike Phillips
Mike Phillips
PO Box 226
Hiseville, KY42152
270-646-7103

Horse Park LLC
Steve Chokshi
4538 Georgetown Rd
Lexington, KY40511
513-532-8959

Mustangs Mart LLC
Parminder Manak
5350 Athens Boonesboro Rd
Lexington, KY40509
859-644-2558

Retail Marketing Corporation
Doug Rowe
P.O. Box 120
London, KY40743
404-735-0102

Loretto Foodland
Donnie Miles
4905 Hwy 52
Loretto, KY40037
270-865-2941

Pic Pac Supermarket
Jonathon Reason
2421 W Market St
Louisville, KY40212
502-772-9338

ValuMarket Supermarket
J. Geoff Neumann
315 Whittington Pkwy
Louisville, KY40222
502-423-7110

Webb's Market Inc.
Tim Webb
944 E Muhammad Blvd
Louisville, KY40204
502-583-0318

Ryan Supply
Sandip Patel
8463 Aa Hwy
Maysville, KY41056
606-759-5696

Nortonville Bestway
Phil Gilkey
33 Main St
Nortonville, KY42442
270-676-3385

Taylor's Foodland
Bucky Bell
1403 W 2nd St
Owensboro, KY42301
270-683-1626

Bullock Oil Inc
Robby Bullock
36 Pendleton Rd
Pendleton, KY40055
502-817-6206

Robin Lyons d/b/a Marsh Corner Store & Deli
Robin Lyons
3855 Bethlehem Rd.
Pleasureville, KY40057
502-845-5058

Redwood Markets Inc
Paula Wright
249 Dave Kelly Rd
Providence, KY42450
270-667-9867

Saver Group Inc
Keith DeFisher
2006 Corporate Dr
Richmond, KY40475
270-283-1717

Quality Foods Inc
Gerry Justice
PO Box 2400
Robinson Creek, KY41560
606-639-9735

Thompson's Grocery
Jerry Thompson
725 Fellowship Rd
Smithland, KY42081
270-994-8059

Floyds Super Market Inc
Jerrri Floyd
124 Buckman Lane
Abion County, KY42461
270-822-4656

Highflier Inc
Pinankin 'Pintu' Patel
6520 US Hwy 231
Utica, KY42376
201-920-1494

Viks Foodmart Inc
Vikas Kumar
11707 US-231
Utica, KY42376
916-272-4286

Maxie Pierce Grocery
Rebecca Boffy
25191 Louisiana Hwy 333
Abbeville, LA70510
337-893-5312

Robie's Food Centers
Jim Russo
604 S State St
Abbeville, LA70510
337-893-4354

Young's Grocery
Scott Young
24004 LA Hwy 333
Abbeville, LA70510
337-893-3854

Bet R Stores
Cliff Boulden
2812 Kalurah St
Baton Rouge, LA70808
225-343-2361

Hi Nabor Supermarket
Jim Crifasi
7201 Winborne Ave
Baton Rouge, LA70805
225-357-1448

Matherne's Supermarkets
Tony Matherne
7580 Bluebonnet Blvd
Baton Rouge, LA70810
225-445-3971

Tiger Stop LLC
Nav Thind
5635 Nicholson Dr
Baton Rouge, LA70820
601-720-9956

Trabona's Food Store
Nick Trabona
PO Box 206
Clinton, LA70722
225-683-8287

Oak Point Fresh Market
Ramona James
35045 Louisiana Hwy 16
Denham Springs, LA70706
225-243-5309

Champagne Market
Randy Champagne
1051 W Maple
Eunice, LA70535
337-457-1893

Galliano Food Store
Dannie Burregi
18210 West Main St
Galliano, LA70354
985-632-7195

Brown's Food Center
Jim Brown
620 Main St (Hwy 27)
Hackberry, LA70645
337-762-4632

Retif Oil & Fuel LLC
Ryan Retif
1840 Jutland Dr
Harvey, LA70058
800-349-9000

Marcel's Supermarket
Jeryl Marcel
2013 Hwy 182
Houma, LA70364
985-879-2247

Star A and G Supermarket
James M Odom
3003 Hwy 10
Jackson, LA70745
225-634-1466

Mac's Supermarket
Roy Spence
2438 E Oak St
Jena, LA71342
318-992-2425

Larry's Super Foods
Travis Roussel
1313 W Veterans Memorial Dr
Kaplan, LA70548
337-643-6492

Simon's Supermarket
Monica Bass
212 E 11th St Lot 2
Kaplan, LA70548
337-643-7751

Superfoods Market
Pratt Reddy
331 Veterans Blvd
Kenner, LA70062
504-463-5095

Dave and Bittu LLC
Dave Thind
28010 US Hwy 190
Lacombe, LA70445
601-720-9956

Soprano's
Dennis Gremillion
8389 Hwy 190
Livonia, LA70755
225-637-4812

Piggly Wiggly
Paul Durnin Jr
54033 Hwy 1062
Loranger, LA70446
985-878-2417

Miller's Market
Todd Simon
120 Main St
Loreauville, LA70552
337-229-6386

Harvest Foods
Scott Key
241 Tunica Village Lane
Marksville, LA71351
318-253-6561

Brian's Supermarket
Brian Wederstrandt
18736 LA Hwy 22
Maurepas, LA70449
225-910-2649

Whitehall Grocery
Carli Fontenot
22633 Hwy 22
Maurepas, LA70449
225-695-3030

Chas Cannatella Sons Inc
Grant Cannatella
PO Box 267
Melville, LA71353
337-623-4211

Conseco's 520
Mike Royer
1519-B Metairie Road
Metairie, LA70005
504-835-5979

Dorignac's Food Center Corp.
Matthew Ratcliff
710 Veterans Memorial Blvd
Metairie, LA70005
504-834-8216

Simoneaud's East
Wayne Simoneaud
1502 E Main St
New Iberia, LA70560
337-365-2258

Sterling Fresh Foods LLC
James Hatchett
1010 Common St Ste 2500
New Orleans, LA70112
504-529-9890

USA Neighborhood Market
Moody Ahmad
8454 Morrison Rd
New Orleans, LA70127
504-241-8048

Greaud's Fine Foods
Patrick Greaud
217 Apple St
Norco, LA70079
985-764-7786

Buddy's IGA
Kirk Christian
197 Hwy 165 S
Oakdale, LA71463
318-335-2872

Sunny Times LLC
Jagjit Singh
65583 Pump Slough Rd
Pearl River, LA70452
601-951-1534

Pierre Part Store
Chris Rowell
3421 Hwy 70 S
Pierre Part, LA70339
985-252-6261

Bohning and Co., Inc.
Chet Kolwe
PO Box 219
Ponchatoula, LA70454
985-386-3126

Sunny Times #7 LLC & Jagjit Singh
Jagjit Singh
27466 Highway 22
Ponchatoula, LA70454
601-951-1534

Murray's Superette
Reid Alexander
44269 Hwy 429
Saint Amant, LA70774
225-644-7767

Romero's Grocery
Kenny Suire
1335 Hwy 93 N
Scott, LA70583
337-896-6802

Lishman's City Market
Gary Cox
4020 Pontchartrain Dr
Slidell, LA70458
985-649-2180

Kenyan Enterprises - Piggly Wiggly
Victor Krausch
543 S. Main St.
Springhill, LA71075
318-539-9116

DeLaune's Supermarket
Jan Martinez
12516 Hwy 431
St Amant, LA70774
225-647-4987

Tureau's Grocery
Nick Tureau
44463 Hwy 431
St Amant, LA70774
225-622-4094

Joyce's Supermarket #173
Lowell Gauthier
1620 S Main St
St Martinville, LA70582
337-394-3655

Big Star of Tallulah Inc d/b/a Doug's Market
Douglas Curtis
400 E Darrow St
Tallulah, LA71282
318-574-1574

Gaubert Food Marts Inc
Grady Gaubert
PO Box 310
Thibodaux, LA70302
800-256-1250

Rouses Enterprises LLC
Daniel Pritchett
PO Box 5358
Thibodaux, LA70302
985-447-5998

Daigle's Supermarket
Chris Daigle
32845 Bowie St
White Castle, LA70788
225-545-2267

Big E's Foodland, Inc.
Michael Superson
11 Union St.
E. Hampton, MA01027
413-527-2125

R&M IGA
Forest Robins
88 Washington St.
Eastport, MA04631
207-853-4050

A & J Seabra Supermarkets
Diane Stepalavich
440 Stafford Rd.
Fall River, MA02721
508-675-3240

Village Food Mart
Gary Magetto
43 Somers Rd
Hampden, MA01036
413-566-8717

Compare Supermarkets Inc
Marc Iannotti
2A Adams St Extension
Lynn, MA01902
781-581-9449

Harry's Supermarket
Lynne McCluskey
290 Wahconah St.
Pittsfield, MA01201
413-442-9084

B & D Petroleum Sales, Inc.
Michael F. McCarthy
1122 Bay Street
Springfield, MA01109

BZGJJ Corp and Bassan Zeaiter
Bassan Zeaiter
1112 Bay St
Springfield, MA01109
978-764-1976

Bel-Garden Market
Roland Altenburg
5950 Belair Rd
Baltimore, MD21206
410-426-4770

Geresbeck's Food Market
John Stricker
2109 Eastern Blvd
Baltimore, MD21220
410-686-3487

Harvest Fare
Mike Lazarus
2905 Hamilton Ave
Baltimore, MD21214
410-254-1603

JM Kim Inc
Jae Won Kim
9402 Hines Estates Dr
Baltimore, MD21234
410-961-4270

Jubilee Foods
Rich Boyd
P.O. Box 460
Emmitsburg, MD21727
301-447-6688

Hebron Food Rite
Azaz Azam
100 S Main St
Hebron, MD21830
410-749-3670

McKay's
David McKay
PO Box 98
Hollywood, MD20636
301-373-5848

Brownings Shop 'N Save
Missie DiSimone
406 Weber Road
Oakland, MD21550
301-334-4411

Brackett's Market, Inc.
J. Steve Brackett
185 Front St.
Bath, ME04530
207-443-2012

Sandhu LLC d/b/a Samaiyra Mart
Gurmeet Singh
PO Box 204
Brownfield, ME04010
207-935-7030

Plummer's Store
Troy Plummer
235 Parker Farm Rd
Buxton, ME04093
207-727-3126

P&L Country Market
Ron Roberts
514 Corinna Rd
Dexter, ME04930
207-924-5000

Greene IGA
Paul Bussiere
PO Box 178
Greene, ME04236
207-946-5100

Goulette's IGA
Barry Goulette
54 Water St
Guilford, ME04443
207-876-2282

Future Foods
Walter Berry
5 Depot Sq
Mechanic Falls, ME04256
207-345-2791

Rideout's AG Market
Gail Rideout
116 Somerset St
Millinocket, ME04462
207-723-8816

Tony's Foodland
David Allenson
639 Roosevelt Trl
Naples, ME04055
207-693-3988

Princeton Group Foodmarts
Frederick Crowe
PO Box 69
Princeton, ME04668
207-796-2244

Rangeley IGA
Leona Kennett
PO Box 543
Rangeley, ME04970
207-864-5089

Jerry's Market
Peter Dunham
1022 Main St
Sanford, ME04073
207-324-5834

Burnt Cove Market
Vernon Seile
1 Burnt Cove Market Rd
Stonington, ME04681
207-367-2681

Trenton Market Place IGA
Mackenzie Leland
1007 Bar Harbor Rd
Trenton, ME04605
207-667-9597

The Common Market
Bill Gagne
PO Box 840
Union, ME04862
207-785-6800

Wells Super Food Market
Nick Hunter
1517 Post Rd
Wells, ME04090
207-641-2125

Larry's Market
Peter Magaraggia
PO Box 319
Baraga, MI49908
906-352-6535

The Market
Stan Ochab
20175 Telegraph Rd.
Brownstown, MI48174
734-479-1240

Settler's Co-op
Jeffrey Helsins
PO Box 50
Bruce Crossing, MI49912
906-827-3515

Miller's General Store Inc
Craig Miller
5948 W Levering Rd
Cross Village, MI49723
231-526-5226

The Store
Ron Hermanson
W17212 Main St
Curtis, MI49820
906-586-6400

Azteca Supermercado
Nick Sesi
2411 Central St
Detroit, MI48209
313-843-0500

Fairlane Food Center
Patrick Pattah
16520 W Warren Ave
Detroit, MI48228
313-584-9630

Grand Price Supermarket
Ronny Ayer
12955 Grand River Ave
Detroit, MI48227
313-934-1000

Lance's Hometown Market
Omar Ayar
8656 Wyoming Ave
Detroit, MI48204
313-931-2000

Alpena Supermarket Inc
Nathan Neiman
2010 S River Road
East China, MI48054
989-464-2661

North River Party Shoppe
Ray Rosati
3742 N River Rd
Fort Gratiot, MI49548
810-966-8357

Oak Ridge Markets
Michael Kohler
31240 Groesbeck Hwy
Fraser, MI48026
586-709-4165

Gladstone SuperValu
Curt Spreen
409 N 9th St
Gladstone, MI49837
906-428-9073

Byron Township Motel LLC
Sudhir Modi
6569 Clay Ave SE
Grand Rapids, MI49548
616-871-9700

Hanover Market, LLC
Rick Bodell
127 W. Main St.
Hanover, MI49241
517-563-8291

Jim's Foodmart
William Winter
PO Box 95
Houghton, MI49931
906-482-4080

Angeli Food Co.
Dan Lambert
833 Riverside Plaza
Iron River, MI49935
906-265-5107

Jubilee Foods
Jeff Ofsdahl
318 W Adams
Iron River, MI49935
906-265-5462

Jim's Jubilee Foods
Dustin Gransinger
PO Box 409
Ishpeming, MI49849
906-486-4900

Lofaro's Market
Tony Lofaro
800 Lakeshore
Ishpeming, MI49849
906-486-4441

Country Markets
Guy Kennedy
1821 Spring Arbor Rd
Jackson, MI49203
517-787-6081

Pat's Foods Enterprises
Joe Campioni
139 N. Main St.
L'Anse, MI49946
906-524-6463

Quality Dairy Co Inc
Jeff Schook
111 W Mount Hope Ave
Lansing, MI48910
517-371-4955

Larry's Foodland
Sherrie Beaver
33151 Plymouth
Livonia, MI48150
734-422-2075

Luna Pier Truck Center LLC
Sam Saad
4180 Luna Pier Rd
Luna Pier, MI48157
313-258-4949

Valle's Village Market
Mike Valle
1034 N. Third St.
Marquette, MI49855
906-228-6487

Angeli Foods
Jo Ann Puser
1401 - 8th Avenue
Menominee, MI49858
906-863-5575

Metamora Foodland
Andy Abro
3889 S Lapeer Road
Metamora, MI48455
810-678-2265

Ebeling's IGA Supermarket
Rose Schupp
529 Main St.
Norway, MI49870
906-563-9581

Advance Management Solutions Group LLC
Jeff Schamanek
967 Hollow Corners Ct
Rochester, MI48307
248-790-5333

Cherry Creek Market
Michael Schwemin
PO Box 199
Skandia, MI49855
906-249-3377

Roger's Foodland
Tunie Duensing
4039 Hollywood Rd.
St. Josephs, MI49085
269-429-9661

Gary's Quality Foods
Deb Kruhmin
304 S Menominee
Stephenson, MI49887
906-753-2216

Gary's Quality Foods
Jeff Peretto
PO Box 687
Wallace, MI49893
806-788-4200

Baumann Food Pride
Terry Baumann
P.O. Box 277
Weidman, MI48893
989-644-2022

Paulbeck's Inc
Mike Paulbeck
171 Red Oak Dr
Aitkin, MN56431
218-927-6919

Pete's County Market
Ryan Schmitz
2612 S Broadway St
Alexandria, MN56308
320-762-1158

King's County Market
Steve Wotrang
13735 Round Lake Blvd
Andover, MN55304
763-712-8191

Jim's Marketplace Foods
James Baldus
301 11ths Street NE
Austin, MN55912
507-433-1028

Darold's SuperValu Foods
Dave Martin
200 12th St S
Benson, MN56215
320-842-7261

Blackduck Family Foods
Eric C Anderson
288 Frontage Road
Blackduck, MN56630
218-835-4244

Almich's Market
Brett Almich
34 East Center Ave
Clara City, MN56222
507-530-1486

The Marhons Group
Randy Schroeder
310 Cokato St
Cokato, MN55321
320-286-6342

Grand Central Inc.
Bob Hilgers
310 Frazee St. E.
Detroit Lakes, MN56501
218-847-4401

Jim's Market
Brady Schneeberger
30 Central Ave N
Elbow Lake, MN56531
218-685-4221

Eyota Market
Vicki Arendt
501 Glen St SW
Eyota, MN55934
507-545-0108

Palubicki's Food & Deli
Leah Palubicki
107 N Kaiser
Fosston, MN56542
218-435-1454

Tony's SuperValu
Corey Jensen
1515 Hartford St
Hawley, MN56549
218-483-3339

Erdman's County Market
Jill Duitsman
PO Box 338
Kasson, MN55944
507-634-2731

Brad's Market
Brad Minnehan
128 N Jefferson
Minneota, MN56264
507-872-5183

Becker's SuperValu
Daryl Sifert
114 Vernon Ave
Morgan, MN56266
507-249-3173

Willie's SuperValu
Max Martin
PO Box 147
Morris, MN56267
320-589-4040

B&D Market
Mike Tersteeg
1002 W Lincoln Ave
Olivia, MN56277
320-523-1626

Hartman's Supermarket
Mike Hartman
149 NW 1st St.
Ortonville, MN56278
320-839-2583

Service Foods Market
Dana Still
250 E Main
Perham, MN56573
218-640-0035

Tersteeg's
Connie Lechner
1111 East Bridge St
Redwood Falls, MN56283
507-637-8332

Jim's Market
Dean Ackerman
2525 20th St
Slayton, MN56172
507-836-6464

Tauer's SuperValu
Lyn Johnson
101 W Central
Springfield, MN56087
507-723-4175

Trimont Town Center
Randy Grupe
Hwy 4 South
Trimont, MN56176
507-236-8099

Doug's Supermarket
Steve Hagen
310 Main Ave. NE
Warroad, MN56763
218-386-1246

Glenn's SuperValu
Glenn Kuck
491 Main Ave W
Winsted, MN55395
320-485-2123

Mary's Market South
Steve Wallen
54 Mill Hill Road Suite Y
Bloomsdale, MO63627
573-483-2521

Town and Country
Lee Shryock
208 Lincoln Dr
Frerick Town, MO63645
573-783-7877

SMVS LLC
Sanket Patel
4850 SE PP Hwy
Holt, MO64048
201-238-9213

J & R Queens, Inc.
Raymond Queen
P.O. Box 2061
Imperial, MO63052
314-609-5484

C&R Supermarkets Inc
Mark Thomas
PO Box 337
Macon, MO63552
660-385-2151

The Butcher Block
Sherry Bollinger
Route 1 Box 10
Patton, MO63662
573-866-3464

Apple Market
Doug Sharp
1100 Branch St
Platte City, MO64079
816-431-0246

RPCS, Inc.
Larry Hayward
1878 S State Hwy 125
Rogerville, MO65742
417-829-9200

Food Giant
Dedra Clark
118 Industrial Dr
Sikeston, MO63801
573-380-9990

Summer Fresh Supermarkets, Inc.
Mike Turk
3554 S. Campbell Ave.
Springfield, MO65807
417-429-1595

TH Treats NC LLC
Guy Mace
1525 E Republic Rd Suite A-100
Springfield, MO65804
417-350-5099

G&W Foods Inc
Ron Branch
PO Box 329
Willow Springs, MO65793
417-469-4000

Walden's Supermarket
Gilda Walden
910 E Church St
Booneville, MS38829
662-728-4621

Ramey's
Taylor Ramey
1925 Spillway Rd
Brandon, MS39047
769-524-4246

Piggly Wiggly #23
Ben Pratt
PO Box 277
Bruce, MS38915
662-983-2527

Vowell's Marketplace
Samantha Walker
207-J N Davis Ave
Cleveland, MS38732
662-843-0023

Piggly Wiggly #024
John Swann
17284 Okahoma Street
Coffeeville, MS38922
662-675-2626

Carson's Piggly Wiggly
Rodney Manahan
71A Quail Run Road
Corinth, MS38834
662-286-9245

Sullivan's Grocery
Steve Sullivan
1175 E Third St
Forest, MS39074
601-469-2452

SuperValu Foods
Sandra Simmons
128 N Harvey
Greenville, MS38701
662-332-2660

SuperValu Foods
Luther Haire
150 W Reed Rd
Greenville, MS38741
662-332-7611

Roberts Company Inc
Diane Jett
601 Adeline St
Hattiesburg, MS39401
601-530-5065

Luttrell's Grocery
Shaun Luttrell
3015 Hwy 51 S
Hernando, MS38632
662-449-4631

Dendy Foods Inc
Kirkham Dendy
440 W Madison St
Houston, MS38851
662-456-2787

Sunflower Food Store #37
Jason McKnight
903 Hwy 82 E
Indianola, MS38751
662-887-1571

Piggly Wiggly
Jonathan Lambert
627 Battleground Dr
Iuka, MS38852
662-423-3651

Potter and Sims Food Inc
Marc Sims
600 Tipton Street
Kosciusko, MS39090
662-289-5934

Sahil Group LLC and Sahil Preet Singh
Sahil (Sam) Preet Singh
8660 MS-490
Louisville, MS39339
601-521-3491

Brooks Grocery
Brooks Davis
600 Battleground Dr
Luka, MS38852
662-423-9595

Tems Food Market #2
Robert Tem Kovits
101 W Pearl St
Macon, MS39341
662-726-5467

ANGS Group Inc
David Thind
1706 US 51
Madison, MS39110
601-720-6275

Alex Amin d/b/a Pike Food Mart
Alex Amin
1150 Hwy 44 E
McComb, MS39648
601-730-1515

Jerry Lee's Grocery
Mark Lu
1804 Ingalls Ave
Pascagoula, MS39567
228-762-5292

I-55 Development LLC
David Thind
10051 Cooper Williams Dr
Philadelphia, MS39350
601-720-6275

Shell Truck Plaza LLC
David Thind
5073 Hwy 17 S
Pickens, MS39146
601-720-9956

Piggly Wiggly #222
Glenn Gillen
237 W Oxford St
Pontotoc, MS38863
662-489-4282

George Hudson d/b/a Piggly Wiggly
George Hudson
1002 Main St
Port Gibson, MS39150
601-437-4205

Piggly Wiggly
Joe Williams
323 Erwin Rd
Stonewall, MS39363
601-659-4551

Angel Foodmart
Janardan (Alex) Amin
1005 Barnett Rd
Summit, MS39666
601-276-3556

Ramey's
Ronnie Starns
4233 Rocky Branch Rd
Sumrall, MS39482
601-758-4409

Jeffcoat Family Market
James Jeffcoat
862 River Road
Tunica, MS38676
662-357-1486

Kilgore's Supermarket
Jason Kilgore
1704 S Gloster St
Tupelo, MS38801
662-680-9315

C.M. Treppendahl & Sons, Inc.
Wettlin Treppendahl
P.O. Box 1215
Woodville, MS39669
225-964-4671

Allen's Manix Store
Susan Ford
PO Box 244
Augusta, MT59410
406-562-3333

Lee & Dad's IGA
Janice Kljssved
205 W Madison Ave
Belgrade, MT59714
406-388-4116

Big T IGA
Aaron Boshart
P.O. Box 1330
Big Timber, MT59011
406-932-5446

L&P Grocery Inc.
Luke Vossler
215 N Main
Boulder, MT59632
406-225-3301

Broadus IGA
Rita Wenzel
PO Box 549
Broadus, MT59317
406-436-2288

Hennessy Market
Mike Michalsky
32-40 E Granite
Butte, MT59701
406-723-3097

Charlo Grocery
Rick Marcure
56609 Hwy 212
Charlo, MT59824
406-644-2575

Finley's Food Farm, Inc.
Jeff Finley
400 Indiana
Chinook, MT59523
406-357-2271

Circle Country Market
Sam Graves
105 10th St
Circle, MT59215
406-485-2680

Clinton Market
Kent Hamer
20500 Hwy 10 East
Clinton, MT59825
406-825-9920

Rosebuds
Tracy Barta
PO Box 1893
Colstrip, MT59323
406-748-3377

Columbus IGA Plus
Denise Caton
133 N 5th St
Columbus, MT59019
406-322-5718

Gary & Leo's Fresh Foods IGA
Jamey Byrnes
600 S Main St
Conrad, MT59425
406-278-7843

Hometown Market
Karla Forbregd
PO Box 551
Culbertson, MT59218
406-787-5812

Valley Foods
John Henderson
711 W Main St
Deer Lodge, MT59722
406-846-2684

Neu's SuperValu
Tim New
PO Box 307
Fairview, MT59221
406-742-5441

Froid Grocery LLC
Misty Williams
PO Box 158
Froid, MT59226
406-766-2413

Reynold's Market
John Paul Baker
PO Box 968
Glendive, MT59330
406-377-4588

Everyday IGA
Richard Chadwick
701 1st Ave N
Great Falls, MT59401
406-727-0818

Midtown Market
Beth Keating
207 3rd Ave
Harlowton, MT59036
406-632-5570

Van's IGA
Don Sintek
1260 Maple Ave
Helena, MT59601
406-690-0716

Van's Thriftway
Paula Vanderjagt
306 Euclid Ave
Helena, MT59601
406-442-8645

Trout Creek Local Store, Inc.
Michelle Tammaro
PO Box 169
Heron, MT59844
406-827-4507

Rowli's Food Farm
Barry Rowlison
PO Box 269
Joliet, MT59041
406-962-3588

Lolo Harvest Foods
Tim McGreevey
PO Box 610
Lolo, MT59847
406-273-6661

Wendy and Ronald Rahn
Wendy Rahn
11497 Hughes Ct
Lolo, MT59847
406-251-3550

Rueb's SuperValu
Brian Rueb
116 West 1st Ave
Plentywood, MT59254
406-765-1031

Tande Grocery
Brad Tande
300 1st Ave.
Poplar, MT59255
406-768-3461

Beartooth Market IGA
Shawn Halvorsen
PO Box 1170
Red Lodge, MT59068
406-446-2684

Moody's Market, Inc.
Linda Bell
63802 US Hwy 93
Ronan, MT59864
406-676-3301

Picchioni's IGA
David Picchioni
10 9th Ave West
Roundup, MT59072
406-323-2410

Van Dykes Supermarket
Tracy Barta
1215 Main
Roundup, MT59072
406-855-3294

Walter's IGA
Michael Walter
PO Box 495
Sheridan, MT59749
406-842-5417

Reese and Ray's IGA Plus
Kelly Burke
203 2nd Street NW
Sidney, MT59270
406-482-3737

K's Supermarket
Ted Kaste
K's Supermarket
Stanford, MT59479
406-566-2351

Harvest Markets
Fred Boon
2006 Main St
Thompson Falls, MT59873
406-827-4321

Trego Mercantile d/b/a Fortine Mercantile
Betty Singer
PO Box 215
Trego, MT59934
406-882-4446

Main Street Market
Roger Hutchinson
108 N Main St
Twin Bridges, MT59754
406-684-5070

Markus Foods
David Johnson
9 Baker Ave
Whitefish, MT59937
406-862-8258

Mini Merc
Michael Reiter
2422 3rd St
Worden, MT59088
406-967-2431

Piggly Wiggly
Donna French
1500 Live Oak St
Beaufort, NC28516
252-728-7262

Circle K Stores, Inc.
Bob Campau
2440 Whitehall Park Dr., Ste. 800
Charlotte, NC28273
704-583-5710

Woodie Enterprises
Mike Woodie
6500 South Blvd
Charlotte, NC28217
704-556-3033

Carlie C's IGA
Larry Wilson
10 Morganite Dr
Dunn, NC28334
910-591-9016

Piggly Wiggly
Josh Bartlett
PO Box 913
Fair Bluff, NC28394
910-649-7273

Renaissance Co-op
Walter Davis Jr
2517 Phillips Ave
Greensboro, NC27405
336-638-1722

Galaxy Food Centers
Rick Knighton
2515 12th Ave NE
Hickory, NC28601
828-328-1016

Leland Foods, Inc. d/b/a Piggly Wiggly #92
Dan Teachey
112-A Village Road
Leland, NC28451
910-619-3958

Fairvalue Stores
Chris Ogren
PO Box 810
Lenoir, NC28645
828-757-6704

Healthy Home Market
Judy Watkins
1208 Hickory Blvd SE
Lenoir, NC28645
828-728-0499

Honey's IGA of Newton
Bobby Young
425 West A St.
Newton, NC28658
828-695-8295

Town Market
Billy W Daughtry
1700 Hwy 70A
Pine Level, NC27568
919-915-5271

The Pantry Inc
Mark Bierley
1801 Douglas Dr
Sanford, NC27330
919-774-6700

Selma Supermarket IGA
Bobby Holloman
212 N Pollock St
Selma, NC27576
919-965-2996

Food Country
Peter Solanki
6638 W Hwy 27
Vale, NC28168
980-241-7050

Honey's Supermarket, Inc.
Bobby Young
9580 W. NC 10 Hwy
Vale, NC28168
704-462-2887

Piggly Wiggly
Patrick Delaney
912 Washington St
Williamston, NC27892
252-526-8121

Ashley SuperValu
Kirk Rueb
122 W Main St
Ashley, ND58413
701-288-3419

Wangler Foods Inc
Fred Wangler
PO Box 643
Casselton, ND58012
701-347-4181

Ekness Super Valu
Randy Ekness
PO Box 708
Crosby, ND58730
701-965-6412

Hinrichs SuperValu
Terry Hinrichs
210 8th St. E
Harvey, ND58341
701-399-9881

Kennedy's Fresh Foods
Kyle Kennedy
PO Box 1238
Hettinger, ND58639
701-567-2404

Kenmare SuperValu
Duwayne Gillseth
16 E Division St
Kenmare, ND58746
701-385-4213

LaMoure Foods
Lori Gentzkow
10220 Hwy 13
LaMoure, ND58458
701-833-5361

Del's SuperValu
Mike Mann
319 Main
Napoleon, ND58561
701-754-2255

Tellmanns Market
Allen Tellmann
603 Ash Ave
New Salem, ND58563

Tracy's Market LLC
Tom Tracy
PO Box 1459
Newtown, ND58763
701-627-3415

Springfield Market
Tanja Goellner
3709 Hwy 8
Richardton, ND58652
701-974-8258

Steele Grocery Inc
Brian Crosby
113 Mitchell Ave S
Steele, ND58482
701-475-2612

Econo Foods
Barry Bowar
387 11th St. S.
Wahpeton, ND58075
701-642-4421

B&R Stores, Inc.
Eric Schafers
P.O. Box 5824
Lincoln, NE68505
402-464-6297

Gary's Super Foods
Gary Suhr
1620 E 4th, #110
North Platte, NE69101
308-534-1224

No Frills Supermarkets
Jeff Grier
11163 Mill Valley Rd
Omaha, NE68154
402-399-9244

Antrim Market Place
Juliet Ermitano
76 Main St
Antrim, NH03440
603-588-2800

Berlin IGA
Sue Valliere
19 Pleasant St.
Berlin, NH03570
603-752-1050

Campton Cupboard Inc
Andy Oesch
1315 Rt 175
Campton, NH03223
603-726-8903

LaPerle's IGA
Guy LaPerle
64 Trooper Leslie Lord Memorial Hwy
Colebrook, NH03576
603-237-4370

Marc Fournier
Marc Fournier
PO Box 338
Contoocook, NH03229
603-746-5085

A.G. Supermarkets, Inc.
Timothy Merrill
11 Cooperative Way
Pembroke, NH03275
603-223-6710

Mattsons Market
Roseann Trusdell
1609 Mount Holly Rd.
Burlington, NJ08016
609-386-1607

Jacks Foodtown
Keith Fansler
370 Bloomfield Ave
Caldwell, NJ7006
732-275-5756

Launch Delran LLC
Jason Avant
5029 Route 130, Suite 300
Delran, NJ08075
773-793-6401

Shaan's Deli and Mart LLC
Harpreet Singh
461 3rd Ave
Elizabeth, NJ07206
908-355-3513

Elmer IGA, Inc.
Jeannette Schmidt
PO Box 878
Elmer, NJ08318
856-358-3713

Frenchtown Market IGA, Inc.
John Traub
28 6th St.
Frenchtown, NJ08825
908-996-6869

Joseph Wolfson, Inc. d/b/a Wolfson's Market
Suzanne Wintenberg
480 Boonton Tpk.
Lincoln Park, NJ07035
973-694-0238

Happy Kids Home 1 LLC
Neeraj Kotiyal
51 Stouts Lane #7
Monmouth Junction, NJ08852
732-208-1632

Iliff Camps & Clinics LLC
Theresa Iliff
280 Spring St.
Newton, NJ07860
973-383-7231

Iliff's Camp & Clinics, LLC
Theresa Iliff
280 Spring St
Newton, NJ07860
973-383-7231

Nicholas Markets
Robert Lenthe
1068 High Mountain Road
North Haledon, NJ7508
973-423-5506

Costa's Food Market
Ted Theodoris
6100 Westfield Ave
Pennsauken, NJ08110
856-665-4885

Avon Foods, Inc. d/b/a Roebbling Town Market
Manjit Singh
1275 Hornberger Ave.
Roebbling, NJ08554
609-499-1550

Shri Ram Café LLC, Hemesh Parikh, Parul Patel,
Govind Patel, and Dhaval Patel
Dhaval Patel
220 County Ave
Secaucus, NJ07094
201-240-3944

Perlmart Shoprite Supermarkets, Inc.
Jim Haslett
954 Rt 166
Toms River, NJ08753
732-341-0700

Super Town Food, LLC d/b/a Smitty's Foodtown
Keith Fansler
108 Lacey Rd
Whiting, NJ08759
732-716-0777

Launch Deptford LLC
Jason Avant
8 Alison Ct
Woodbury, NJ08096
856-352-6470

Food Basket
Ray Marcus
1111 Tom Foy Blvd
Bayard, NM88023
575-537-3317

La Tienda Thriftway
John Whittington
1301 S Canal St
Carlsbad, NM88220
575-887-5514

Triangle Grocery
Adam Pruitt
12165 N Hwy 14
Cedar Crest, NM87008
505-281-3030

Raintree Thriftway
Hannah Butler
2300 E Llano Estacado Blvd
Clovis, NM88101
575-935-0013

Peppers Supermarket
Mark Schultze
812 E Florida St
Deming, NM88030
575-546-3922

Jicarilla Super Market
Michelle Garcia
314 Hawks Dr
Dulce, NM87528
575-759-3453

Red Mesa Trading Co Inc
Craig Callaway
501 Airport Dr Ste 100
Farmington, NM87401
505-327-5156

Farmers Market
Serge Baron
816 NM-516
Flora Vista, NM87415
505-334-0333

T&R Market
Thomas Saucedo
PO Box 477
Gallup, NM87301
505-777-4366

La Tienda
Tony Mendoza
420 E Marland Street
Hobbs, NM88240
575-393-4555

Save Mart of Las Cruces
Socorro Salinas
495 N Valley Dr
Las Cruces, NM88005
575-526-8628

Farmer's Country Market
Martin Dalgado
501 W 18th St
Portales, NM88130
575-910-0563

Kaune's
Cheryl Sommer
PO Box 2835
Santa Fe, NM87505
505-982-2629

Halona Marketplace
Loren Thomas
1 Shalako Dr
Zuni, NM87327
505-782-4547

Lake's Market Inc
Mark Lake
975 Broyles Ranch Rd
Battle Mountain, NV89820
775-635-2406

Roy's Inc
Stephanie Herr
560 Idaho St
Elko, NV89801
775-738-3173

Raine's Market
Scott Raine
81 N Main St
Eureka, NV89316
775-237-5296

Food Courts of Nevada LLC
Ted Buban
104 Cassia Way
Henderson, NV89014
702-733-7220

La Bonita Supermarkets
Gabriel Gonzales
3371 S Easter Ave
Las Vegas, NV89169
702-657-6518

Stewart Market
Nick Kasto
2021 E Stewart
Las Vegas, NV89101
702-384-3688

Bradley's Bestway d/b/a Oxborrow
Trina Oxborrow
PO Box 1335
McGill, NV89318
775-235-7147

LJ's Market, LLC
Jeff Koenig
P.O. Box 4516
Pahrump, NV89061
775-751-3930

Panaca Market
Nate Katschke
1105 Main St
Panaca, NV89042
775-728-4454

Khoury's Fresh Market
Ghassan Khoury
282 Spring Creek Pkwy
Spring Creek, NV89815
775-738-1114

Bellmore Fresh Farmers Market
Giuseppe Burgo
1809 Newbridge Rd
Bellmore, NY11710
917-583-3287

Tri Town IGA Express
Kirk Lavigne
904 Route 11 C
Brasher Falls, NY13613
315-389-3333

Village Market
Don Hurly
49 N Main St
Broadalbin, NY12025
518-883-3300

Bonavita Key Food
Salvatore M Bonavita
751 Lydig Ave
Bronx, NY10462
914-803-1710

Associated Supermarket
William Duran
229 Knickerbocker Ave
Brooklyn, NY11237
718-456-5298

Key Fresh & Natural
Mohammed Shehadeh
3315 Avenue H
Brooklyn, NY11210
718-434-1387

Rank's IGA Corp
Richard Rank
201 West Ave.
Canandaigua, NY14424
585-394-1863

Terry's Food Mart, Inc.
Terry Vaundren
11344 South St.
Cato, NY13033
315-626-2335

Lavigne's IGA
Kirk Lavigne
6081 State Rt. 11
Chateaugay, NY12920
518-497-3072

DeCicco's of CR Inc
James Capriotti
PO Box 177
Cross River, NY10518
914-763-5293

Larkfield IGA
Fran Maier
301 Clay Pitts Rd.
E. Northport, NY11731
631-368-1661

Fillmore Shop 'N Save
Randy Ellis
44 S Genesee Street
Fillmore, NY14735
585-567-2701

SWF Food Corp dba Met Foodmarkets
Jason Ferreira
24902 Jericho Tpke #105
Floral Park, NY11001
516-328-9755

Fresh N' Easy Markets
Shay Coriat
102-21 Queens Blvd
Forest Hills, NY11375
718-897-1316

Food Baskets IGA
Tom Reichert
10-15 Fort Salonga Rd.
Fort Salonga, NY11768
631-261-3511

Horseheads Jubilee
David W Marks
2898 Westinghouse Rd
Horseheads, NY14845
607-796-2191

Lewis Super
Emrys Lewis
2358 Burgoyne Ave
Hudson Falls, NY12839
518-747-7584

C-Town Supermarket
John Bonilla
22251 Jamaica Ave
Jamaica, NY11428
718-464-7208

Luzerne Market
James Mackey
12 Main
Lake Luzerne, NY12846
518-696-4234

Peck's Market of Livingston Manor
Gary Shaffer
PO Box 744
Livingston Manor, NY12758
845-439-4091

Village Farms IGA
Diane Peronace
1038 Park Blvd.
Massapequa Park, NY11762
516-798-9507

Peck's Markets
Jeff Gombita
120 Kirk Rd
Narrowsburg, NY12764
845-252-3016

AP/APH Pittsburg, LP
Randy Torres
Apollo Real Estate Advisors
New York, NY10167
212-515-3252

Favata Military Sales
Al Favata
30 Lakeview Dr
Newburgh, NY12550
845-561-8287

Nunda Shop 'N Save
Jeffrey R Wolf
PO Box 726
Nunda, NY14517
585-468-2220

DiOrio's Supermarket, Inc.
Bob DiOrio
2938 State Rt. 28
Old Forge, NY13420
315-369-3131

Bosco & Geers
Joe Bosco Jr.
343 East Ave.
Oswego, NY1326
315-343-5421

Potsdam IGA Supermarket
Richard (Rick) Cross
27 Elm St.
Potsdam, NY13676
315-265-6282

Powerhouse Food Corp d/b/a Holiday Farms
David Mandell
374 Roslyn Rd
Roslyn Heights, NY11577
516-621-6420

Brennan's Supermarket & Video
Kevin Brennan
2517 Rt 44, Washington Hollow Plaza
Salt Point, NY12578
845-677-0107

Gabriel's Supermarket
Jeffrey Gabriele
255 Mohawk Ave.
Scotia, NY12302
518-370-0140

Cirrilo's Markets
Fran Cirillo
7 S Jersey Ave, Ste 2
Setauket, NY11733
631-751-4472

Shelter Island IGA
Diane Peronace
75 North Ferry Rd.
Shelter Island, NY11964
516-798-9507

Padgett's IGA
Mark Padgett
P.O. Box 31
Star Lake, NY13690
315-848-2712

Key Food Stores Co-op Inc
Patsy Driscoll
1200 South Avenue
Staten Island, NY10314
718-697-8209

Chanatry's Market
Fred Brescia
485 French Rd
Utica, NY13502
315-724-4107

Breen's Markets
Terri Ziegler
4090 Pearsall St
Williamson, NY14589
315-589-9691

ACME Fresh Market
Nick Albrecht
PO Box 1910
Akron, OH44313
330-733-2263

Ellet IGA
Kent Romesberg
255 Darrow Rd
Akron, OH44305
800-607-0314 x 201

Sutton Foods
Kirby Sutton
605 N Main
Arcanum, OH45304
937-692-8463

Hustead Gas and Food Mart, Inc.
Pannu Singh
2183 Oakbrook Blvd.
Beaver Creek, OH45434
937-830-1877

Frederick Bros., Inc. d/b/a Frederick's IGA
Steve Frederick
140 E. Findlay
Carey, OH43316
419-396-7607

SVR Oil LLC
Harry Reddy
1550 Magnolia Dr
Cincinnati, OH45215
937-663-4802

Awad Food Mart, Inc.
Khalid Awad
5346 Dolloff Rd.
Cleveland, OH44127
216-641-9698

York-Lee Inc dba Zagara's Marketplace
John Zagara
1940 Lee Rd
Cleveland Heights, OH44118
216-397-8564

Market Fresh Foods
Lane Robbins
301 Troy Pike
Covington, OH45318
937-473-2531

Geyer's Markets Inc
Daniel R Gradijan
385 N Seltzer St Suite 5
Crestline, OH44827
419-683-2925

Davis Foodtown Inc
James E Davis
830 E Main St
Dayton, OH45426
937-837-0689

Grocerylane
Babulal Patel
1451 Troy St
Dayton, OH45404
937-367-4876

Jay Gayatri LLC
Poonam Patel
675 Cleveland Ave
Defiance, OH43512
601-630-7901

Ron's SuperValu
Ron Budde
140 S Park St
Deshler, OH43516
419-278-2876

Sparkle Market
Gordon Todd
1616 Penn Ave
East Liverpool, OH43920
330-385-8916

Kaiser's
Greg Kaiser
101 E. Indiana
Edon, OH43518
419-272-2713

MMG Fayette LLC
Manpreet(Manny) Singh
418 E Main St
Fayette, OH43521
516-884-5076

Eastman's Piggly Wiggly
Brent Eastman
210 Second Ave
Gallipolis, OH45631
740-446-6174

Devine's Shop 'N Save
Ed Devine
529 N Main St
Hubbard, OH44425
330-534-3625

Umiya Petroleum LLC & Rohit Patel
Rohit (Rick) Patel
7888 Old Troy Pike
Huber Heights, OH45424
224-565-3896

Cornell's Foods
Grant Cornell
408 Cleveland Road E.
Huron, OH44839
419-433-7733

Uhl's Jamestown Markets
Robb Uhl
96 W Washington St
Jamestown, OH45335
937-675-4161

Morinda Petroleum LLC and Harman Singh
Harman Singh
1250 W Breese Rd
Lima, OH45806
937-214-5117

Sparkle Market
Charles Adams
7785 State Route 45
Lisbon, OH44432
330-424-5122

Kishman's IGA
Hope Carman
202 E High St
Minerva, OH44657
330-868-7727

Wagner's IGA
Wally Wagner
257 E. 4th
Minster, OH45865
419-628-3537

Saneholtz-McKarns, Inc.
Jim Saneholtz
416 West Main St.
Montpelier, OH43543
419-485-5586

Groceryland
Jo Mundhenk
510 W Main St
New Labanon, OH44545
937-687-1378

Glenn's Market
Greg Myers
6085 Fallsburg Rd.
Newark, OH43055
740-345-2003

Baker's IGA
Mark Cutshall
243 W State St
Newcomerstown, OH43832
740-622-7979

Newton Falls IGA
Jeff Clark
140 Superior Street
Newton Falls, OH44444
330-872-1201

Macali's Giant Eagle
Michael Ferguson
40 Vienna Ave.
Niles, OH44446
330-652-2519

Gardners SuperValu
John Martin
117 Whittlesey
Norwalk, OH44857
419-668-1177

Schilds IGA
David G. Beaty
171 Milan Ave.
Norwalk, OH44857
419-668-5156

Kohls SuperValu
Mark Kohls
PO Box 67
Ottawa, OH45875
419-523-6248

Payne SuperValu
Kent Meeks
143 N Main St
Payne, OH45880
419-263-2713

Hustead Marathon, Inc.
Van Lvong
6430 Springfield Xena Rd.
Springfield, OH45502
937-328-5102

Shri Mahakali LLC and Rohit Patel
Rohit (Rick) Patel
728 E Main St
Trotwood, OH45426
224-565-3896

Steve Barhorst d/b/a BMI Indoor Speedway
Steve Barhorst
791 E Main St
Versailles, OH45380
937-526-9544

Sparkle Market Parkman
Tony Modarelli
2587 Parkman Rd
Warren, OH44485
330-898-6060

Hometown Marketplace
Theresa Kronenberger
60 Marvins Lane
Waynesville, OH45068
513-897-5001

Westside IGA
Cindy Smith
2335 Galena Pike
West Portsmouth, OH45663
740-858-5122

Brentwood Recreation Center, Inc.
Brent Willingham
3105 State Road 103
Willard, OH44890
419-935-1394

Sparkle Market Windham
Maruf Awad
9670 E Center St
Windham, OH44288
330-326-3517

Sparkle Market - Cochran
Vince Rago
4121 South Ave
Youngstown, OH44512
330-782-0111

Westside Sparkle Market, Inc.
Andrew Jarosz
1912 Mahoning Ave
Youngstown, OH44509
330-540-5761

Alvas Market
Mary Hamilton
706 Flynn St
Alva, OK73717
580-327-2992

Sonny's Country Mart
Dave Misiasz
500 S Mississippi
Atoka, OK74525
580-889-2392

Spencer's
Spud Spencer
PO Box 1359
Blanchard, OK73010
405-485-3810

Pruett's Foods
Ray Pruett
201 S Park Dr
Broken Bow, OK74728
580-584-7481

Canton Foods
Ron Chapdelaine
114 W Main
Canton, OK73724
580-886-2233

Kinnamon's Grocery
Keith Kinnamon
1812 East First St.
Chandler, OK74834
405-258-0168

Green Spray Food Center
Jordan Sullivan
517 N 1st
Durant, OK74701
580-924-3663

Top Value
Mario Powell
1902 N Academy
Guymon, OK73942
580-338-3384

4 T's Discount Foods
Tim Taylor
801 E Jack Choate Ave
Hennessey, OK73742
405-853-2422

Mannford Foods/Phelps Market
Jarred McLaughlin
PO Box 1240
Mannford, OK74044
918-865-3892

Marlow Foods
Ronnie Shipman
610 S Broadway
Marlow, OK73055
580-658-6360

Country Boy Mr. "D" Corp.
Danny Boyle
P.O. Box 10318
Midwest City, OK73110
405-769-4321

Super C Mart, Inc.
Rod Carver
PO Box 683
Noble, OK73068
405-872-9229

Beachler's
Kirk Henley
PO Box 1554
Oklahoma City, OK73101
405-262-4964

HAC, Inc.
Darci Strait
P.O. Box 25008
Oklahoma City, OK73105
405-290-3402

Williams Discount Grocery
Betty Pickard
PO Box 56
Piedmont, OK73078
405-373-0300

Antony's Foods
Steve Buoy
2310 W Main St
Prague, OK74864
405-567-0227

Puckett's Food
Craig Puckett
PO Box 467
Sayre, OK73662
580-928-3280

Consumer's
Charles Fowler
909 W 6th Ave
Stillwater, OK74074
405-372-2511

Las Americas
Stanley Markham
1601 N Peoria
Tulsa, OK74110
918-938-7382

Warehouse Market Inc
Jason Dagenet
6207 A South Peoria
Tulsa, OK74136
918-749-4732

Moore's IGA
Brad Moore
1100 S Mekusukey Ave
Wewoka, OK74884
405-257-2300

Avondale Stores Limited
Paul Stewart
4520 Jordan Road
Jordan Station, OntarioL0R 1S0
905-562-4173

Bales
Al Best
17675 SW Farmington Rd.
Aloha, OR97007
503-649-8597

Meanga S, Inc. d/b/a Stop N Save
Hinder (Harry) Singh
210 Main St.
Aumsville, OR97325
503-749-1736

Jim's Thriftway
Mark Ward
660 S. Main St.
Banks, OR97106
503-324-2171

CE Lovejoy Market
Kristin Wolfe
19530 Amber Meadow Dr. #140
Bend, OR97701
541-388-1188

Erickson's T/W Bend
Doug Schmidt
725 NE Greenwood Ave.
Bend, OR97701
541-382-4421

Food 4 Less
Loyda Terreforte
63455 NW Hwy 97
Bend, OR97701
541-388-2100

C&K Market Inc
Ben Gallego
615 5th St
Brookings, OR97415
541-412-3158

Erickson's T/W Burns
Doug Schmidt
13011 Hwy 20
Burns, OR97720
541-573-3004

McKay's Markets, Inc.
William Caldwell
P.O. Box 1080
Coos Bay, OR97420
541-369-5921

Dollars Corner LLC
Kelly Hackwith
P.O. Box 187
Cove, OR97824
541-568-4451

Lincoln Beach Thriftway
George Gaye
3950 N. Hwy 101
Depoe Bay, OR97341
541-764-2314

Elgin Food Town
Bob Ludwig
1480 Division St
Elgin, OR97827
541-437-2012

R.B. Bruns, Inc.
Tom Bruns
849 W. 6th Ave.
Eugene, OR97402
541-345-8045

Food Basket Market Place
Gunnar Monson
707 Garibaldi Ave
Garibaldi, OR97118
503-322-3270

Gearhart Grocery
Molly Lowenberg
599 Pacific Way
Gearhart, OR97138
503-738-7312

Halsey Select Market
Markeeta Noffsinger
360 W. 2nd St.
Halsey, OR97348
541-369-2225

Devin Oil
Steven Scott
650 N 1st St, Ste D
Hermiston, OR97838
541-922-4221

R&M Foods, Inc. d/b/a Hank's Thriftway
Tom Evans
661 SE Baseline Rd.
Hillsboro, OR97123
503-648-5122

Chester's Thriftway
Robert Cowan Thompson
631 West Main St.
John Day, OR97845
541-575-1899

Erickson's T/W Madras
Doug Schmidt
561 SW Fourth St.
Madras, OR97741
541-475-3637

Manzanita Fresh Foods
Tim Welsh
730 Manzanita Ave
Manzanita, OR97130
503-368-5250

Sherm's Thunderbird Market, Inc.
Steve Olsrud
PO Box 1400
Medford, OR97501
541-857-0850

Mill City Market Place
Michelle Cornwell
829 SW 1st St.
Mill City, OR97360
503-897-2006

J.C. Thriftway
Nadine Layfield
107 N. Cost Hwy 101
Newport, OR97365
541-265-6893

Bales
Vince Lucibello
12675 NW Cornell Rd.
Portland, OR97229
503-646-9635

Everyday Deals Extreme Discount Inc
Steve Harkless
600 SE 146th Ave
Portland, OR97236
503-489-6247

Lamb's Garden Home
Cary Kutter
7410 SW Oleson Rd.
Portland, OR97223
503-244-9061

Erickson's T/W Prineville
Josie
315 W. Third St.
Prineville, OR97754
541-447-6291

Rockaway Beach Market
Hwoan Jeong
208 S Anchor St
Rockaway Beach, OR97136
503-355-2261

Scio Hometown Market
Sam Singh
PO Box 610
Scio, OR97374
503-394-3374

Sheridan Select
Rodney Kotoff
135 S. Bridge St.
Sheridan, OR97378
503-843-3374

Kirby Company
Brian Brame
P.O. Box 777
St. Helens, OR97051
503-366-1030

Terrebonne Thriftway
Bonnie Villastrigo
8431 11th St.
Terrebonne, OR97760
541-548-2603

JC Market Toledo, Inc.
Bob Anderson
336 NE Hwy 20
Toledo, OR97391
541-336-2025

Hoodland Thriftway
John Archer
P.O. Box 1267
Welches, OR97067
503-622-3244

Wilsonville Deli Thriftway
Chris May
8255 SW Wilsonville Rd.
Wilsonville, OR97070
503-682-9053

Food 4 Less Mega Foods
Robert Kennedy
2215 National Way
Woodburn, OR97071
503-982-4031

Shop 'n Save
Phil Safran
2910 Duss Ave
Ambridge, PA15503
412-848-8994

Tusca Shop 'N Save
John Spagnola
4935 Tuscarawas Rd
Beaver, PA15009
724-709-8164

Butcher Block Meats & Seafood
Lorne Peters
3055 Biglerville Rd.
Biglerville, PA17307
717-677-7977

Selecto
Edwin Herrera
320 Pond Street
Bristol, PA19007
215-785-6391

Petrucci Market, IGA
Tom Petrucci
1412 Main St.
Burgettstown, PA15021
724-947-2723

Duritz's Enterprises Inc
Rebecca Duritz
617 West Pike St
Canonsburg, PA15317
724-745-2900

Coudersport Shop 'N Save
Stan Swank
91 2nd St
Coudersport, PA16915
814-274-9102

Cresson Shop 'N Save
Vincent LaMantia
1213 Second St
Cresson, PA16630
814-886-7221

Hurley's Fresh Market
Robert Hurley
P.O. Box 404
Dushore, PA18614
570-928-9251

Shady Maple Farm Market
Nancy Martin
1324 Main St
East Earl, PA17519
717-354-4981

Hawley IGA Market
Dawn Questone
52 Welwood Ave
Hawley, PA18428
570-226-6000

Lake Region IGA
Jim Shook
PO Box 320
Hawley, PA18428
570-226-6000

Houtzdale SNS Express
Deborah Miller
541 Spring Street
Houtzdale, PA16651
814-378-7659

Valeski's Fourth Street Market Inc
Tom Valeski
4 N Street Ext
Indiana, PA15701
724-463-8506

Market Basket
Gary Swan
1407 Dwight Dr
Johnstown, PA15904
814-266-5311

Wonderland Amusement Management, LLC
Rick Stammel
2249 Lincoln Highway East
Lancaster, PA17602
717-606-5300

Mallard Markets, Inc.
Frank Khun
161 S. Second St.
Lehighton, PA18235
610-377-5090

Masontown Shop n Save
Sandy Bruce
1882 McClellantown Rd
Masontown, PA15461
724-966-7339

Karns Prime & Fancy Food Ltd.
Scott Karns
675 Silver Spring Road
Mechanicsburg, PA17050
717-766-6477

Grimms IGA Central Market, Inc.
Bob Mitchell
10 N. Main St.
Middleburg, PA17842
570-837-7703

Cox Market
Steve Cox
711 Route 481
Monongahela, PA15063
724-258-4900

Haymaker Village Shop 'N Save
Ray Blosel
4548 Broadway Blvd
Monroeville, PA15146
412-858-5800

Gold Crown Shop N Save
Anthony Previte
1309 Shoemaker St
Nanty Glo, PA15943
814-749-0121

Saylors Market
Carol Long
37 Carlisle Rd
Newville, PA17241
717-776-7551

Cousins Fresh Market
Rushdi Mohammad
6411 Woodland Ave
Philadelphia, PA19142
215-747-8700

Castle Shannon Shop 'N Save
Dan McNaab
799 Castle Shannon Blvd
Pittsburgh, PA15234
412-561-1418

Ross's Markets LLC
Bob Sliva
1850 Centre Ave
Pittsburgh, PA15219
412-224-2978

Port Allegany Shop N Save
Cindy Goodliff
50 W Mill St
Port Allegany, PA16743
814-642-2600

Fezell County Market
Tim Fezell
201 N Hampton Ave
Punxsutawney, PA15767
814-938-2820

Gale L O'Neil
Gale O'Neil
10929 Riverhill Rd
Shippensburg, PA15370
814-226-9981

Landis Supermarket Inc
Larry Mihalko
2685 County Line Rd
Telford, PA18969
215-723-1045

Community Super Marekt Verona
Connie Croyl
1117 Milltown Rd
Verona, PA15147
412-793-4020

Belko Foods LLC
Richard Bell
206 West High St.
Waynesburg, PA15370
724-627-6174

Mihelic Shop-n-Save
Mike Walker
184 Rochester Rd
West View, PA15229
412-414-9203

Summit General Store
Matthew Skaling
25 Old Summit Rd
Greene, RI02827
401-397-3366

Corley's IGA Express
Chris Brown
1220 Hwy 72 West
Greenwood, SC29646
864-223-1144

Boulineau's Food Plus
Curtis Matthews
212 Sea Mountain Hwy
N Myrtle Beach, SC29582
843-249-3556

HMS Ventures, LLC - Richburg IGA
Nilesh Patel
3191 Lancaster Highway
Richburg, SC29729
803-789-3233

S&N Xpress LLC
Jamil Nassar
2696 Cherry Rd
Rock Hill, SC29730
704-506-6133

Kessler's, Inc.
Jason Holm
621 6th Ave. SE
Aberdeen, SD57401
605-225-1692

Lemmon IGA
Tiffany McCartney
409 Main Ave
Lemmon, SD57638
605-374-3802

Tucker's SuperValu
Bruce Tucker
PO Box 11 Miller
Miller, SD57362
605-853-2428

County Fair Food Stores
Jim Stewart
1305 W. Havens
Mitchell, SD57301
605-996-8393

Payless Foods
Josh Stocick
214 W Grand Crossing
Mobridge, SD57601
605-845-3606

Big D Oil Co
Don Policky
PO Box 1378
Rapid City, SD57709
605-342-6777

Dakota Crossing Foods
Mark Stevenson
2410 SD Hwy 10
Sisseton, SD57262
605-698-2510

County Fair Foods of Watertown South Dakota,
Inc.
Jeff Gamber
14 2nd St. NE
Watertown, SD57201
605-886-4127

Ram's Trading LTD
Hamir Sabnani
PO Box 78
Basseterre, St. Kitts
869-466-7777

Cash Saver
James Johnson
795 S Main St
Ashland City, TN37015
615-792-5753

Holt's IGA
David Holt
1050 Main St
Bean Station, TN37708
865-993-3239

Bradford Bestway
Tracy Tate
124 W Main St
Bradford, TN38316
731-742-2300

Rex's Foodland
Rex Messick
4666 S Nashville Hwy
Chapel Hill, TN37034
931-364-7315

Murphy's Food Stores
Todd Murphy
3426 Hwy 48
Charlotte, TN37036
615-789-5300

Hilltop Supermarket
Brian Brown
400 Hwy 149
Clarksville, TN37040
931-552-9668

Cooke's Food Store
Benjie Widner
3400 Keith St
Cleveland, TN37312
423-472-0962

Piggly Wiggly
Todd Foxx
119 Nashville Hwy
Columbia, TN38401
931-388-3206

Chappell's Food Store
Mike McGuire
691 Hwy 70 E
Dickson, TN37055
615-441-3655

Gerald's Foodland
David West
200 College St W
Fayetteville, TN37334
931-433-0110

Tony's CBEE, Inc. d/b/a Tony's Foodland
Tony Hunter
PO Box 249
Joelton, TN37080
615-876-2203

Lawrence Foods Inc
Mike Lawrence
134 W Kingston Springs Rd
Kingston Springs, TN37082
615-952-4366

McMinnville Foodland Plus
Dennis Lann
835 New Smithville Hwy Ste 25
McMinnville, TN37110
931-473-1653

Piggly Wiggly #340
Josh Rudder
754 W Main St
Monteagle, TN37356
931-924-3135

Pleasants Grocery
Steve Pleasants
15275 Hwy 57
Moscow, TN38057
901-877-7932

Tietgens Super Rama #7
Doug Minnich
4955 Hwy 43 N
Mt Pleasant, TN38474
931-964-0228

Harshamika, Inc.
Dharmesh Patel
3530 Hwy. 218 Bypass
Paris, TN38242
731-642-1681

Kirkpatrick's Foodland
Jason Kirkpatrick
100 N Cedar Ave
S Pittsburg, TN37380
423-837-2386

Spring City Piggly Wiggly
Jason Price
141 E Clinton Ave
Spring City, TN37381
423-365-5917

Deaton's Marketplace
Bryan Newman
2038 Hwy 45 ByPass S
Trenton, TN38382
731-855-3802

Piggly Wiggly #368
Greg Jackson
811 E Lincoln St
Tullahoma, TN37388
931-455-2491

E.W. James & Sons, Inc.
Ken Pink
1308-14 Nailing Dr.
Union City, TN38261
731-885-0601x245

Al's Foodland
Mark Beeler
PO Box 429
White House, TN37188
615-672-8892

Bates Foods
Dong L Lee
108 N Porter St
Winchester, TN37398
931-967-2651

Porter's
Frank Guerreru
101 E Sul Ross Ave
Alpine, TX79830
432-294-2645

Angel Fire Mini Mart
Ryan Hodge
320 S Polk Suite 100
Amarillo, TX79101
806-350-7285

Viva Food Mart
Rafiq Moredig
8610 N Lamar
Austin, TX78753
512-719-4551

Lou's Supermarket New
Raju Karovalia
406 Grand Ave
Bacliff, TX77518
281-957-9684

Shoppin Basket
Trish Schwertner
610 Hutchings Ave
Ballinger, TX76823
325-365-2415

Carniceria La Vaquita
Carlos Uriostegui
2312 N Alexander Dr
Baytown, TX77520
409-540-9575

Huddleston Grocery
Allen Huddleston
301 Halesboro St
Bogata, TX75417
903-737-8108

Lopez Food Stores
Leticia Lopez
1800 E VanBuren
Brownsville, TX78520
956-541-6802

City Market
Kurt Jaeger
200 E Renfro St
Burleson, TX76028
817-295-1051

Minyards
Tim Van Slyke
1430 Valwood Pkwy
Carrollton, TX75006
214-519-4474

Optimistix Business, Inc.
Karim Maknoja
4201 N Frazier Rd
Conroe, TX77304
281-226-0100

GCM The Big Store Inc
Keith Zahar
2385 Hwy 87
Crystal Beach, TX77650
409-684-2400

AAJ Investments Inc. d/b/a Betty's Pizza 'n Pasta
Alaudin Khuwaja
1201 Elm St. # LL02
Dallas, TX75270
214-748-4053

Empire Petroleum Partners LLC
Mike Dove
8350 N Central Expy Ste M2185
Dallas, TX75206
214-750-9313

Terry's El Mariachi Supermarkets
Rick Claus
2310 St. Germain
Dallas, TX75212
469-855-7028

IGA Foodliner d/b/a Market Place
Jason Badejo
1202 S FM 51
Decatur, TX76234
940-627-6438

Casino Grocery
JoAnn Morales
42 Academy
Eagle Pass, TX78852
830-773-8085

Eagle Grocery and Market
Jaime Rodriguez
299 Main St
Eagle Pass, TX78852
830-773-2384

Mata's Fruit Store
Jaime Mata
3334 Fort Blvd.
El Paso, TX79930
915-562-0500

San Eli Supermarkets
Hector Saneli
PO Box 12235
El Paso, TX79913
915-764-2251

Elrod's Cost Plus #11
Kevin Hennessy
3220 N Main
Fort Worth, TX76106
817-626-0541

Baywood Foods
Tony Wood
301 S Brazosport
Freeport, TX77541
979-239-1307

Seven Seas Grocery
Thomas Harrison
PO Box 5299 Jamaica Beach
Galveston, TX77554
409-737-1152

David's Supermarkets Inc
Donnie Button
PO Box 350
Grandview, TX76050
817-866-2651

Hearne Supermarket
Mike Ali
917 W Brown St
Hearne, TX77859
979-279-2315

Baywood Foods
Michael Wood
6721 Main
Hitchcock, TX77563
409-986-5744

Big City Food
Jane Chan
11330 Homestead Rd
Houston, TX77016
281-442-6083

Bob and Nhi Inc
John Vuong
13824 Alameda
Houston, TX77053
713-550-4490

Consumer Retail Food Inc
Omar Panjwani
7707 Tanglewild Ave
Houston, TX77036
281-900-9753

Cox's Foodarama Inc
Kim Alepa
10810 S Post Oak
Houston, TX77035
713-723-8948

Eco Travel Plaza LLC
Zain Farooqi
11601 Alief Clodine Rd
Houston, TX77082
832-540-0030

El Ahorro Supermarket
Juan Gonzales
150 W Parker Rd
Houston, TX77076
281-827-6351

Fiesta Mart Inc
Robert Quintanilla
5235 Katy Freeway
Houston, TX77007
281-796-8893

Food World
Salah Yousef
549 Greens Rd
Houston, TX77060
281-875-4208

Sellers Bros. Inc.
Johnny Sellers
4580 S Wayside Dr
Houston, TX77087
713-640-1611

Sunmart, Inc.
Anthony Sullivan
P.O. Box 4456
Houston, TX77210
281-681-1000

Neu-Mart
Mike Neutze
3280 Junction Hwy
Ingram, TX78025
830-367-2882

Bill L Dover Co
Randy Fuller
PO Box 600
Jasper, TX75951
409-384-8900

Jerry's Food King LLC
Jerry Dorman
165 Oyster Creek Dr
Lake Jackson, TX77566
979-297-5631

Hill Country Grocery Store
Cash
8949 FM 1283
Lakehills, TX78063
830-751-3700

Prontos Meat Market
Jose Santos
2720 N Malinche
Laredo, TX78043
956-235-9680

Pay & Save Inc d/b/a Lowe's
John Potter
1804 Hall Ave
Littlefield, TX79339
806-385-3366

United Supermarkets LLC
Diane Earl
5801 MLK Blvd
Lubbock, TX79404
806-791-0220

K.Ram Business, Inc.
Karim Maknoja
13403 Stagecoach Rd
Magnolia, TX77355
281-252-6900

Magnolia Food Inc
Karim Maknoja
26550 Nichols Sawmill Rd
Magnolia, TX77355
281-356-5800

RGV Globe Supermarket
Virginia Saldivar
PO Box 6029
McAllen, TX78501
956-343-1463

G & C Investments, Inc. Georgia Corporation
Sam Chavda
4284 Hathaway Ct.
Kennesaw, GA30144
678-770-2474

Joe Faraj
Joe Faraj
57777 Gratiot
New Haven, MI48048
810-749-8790

Pit Stop
Tony Mason
1120 W. Cumberland Gap Pkwy.
Corbin, KY40701
606-528-7899

Crossroads Hospitality Management Company
Interstate Hotels Corporation
Pittsburgh, PA15220

JALP, Inc.
Jarrod Pierce
P.O. Box 34294
Indianapolis, IN46234

D&K's of VA, Inc.
Suchen Y. Gunther
P.O. Box 20221
Roanoke, VA24018
540-793-1277

Indy Rail Holdings, LLC
Steve Patton
410 W. Oak St., Suite 9A
Zionsville, IN46077
317-733-9751

Express Lane, Inc.
Jim Lewis
P.O. Box 59825
Panama City, FL32412
850-769-8977

IRH, Brookschool Rd., LLC
Steve Patton
410 W. Oak St., Suite 9A
Zionsville, IN46077
317-733-9751

IRH, Conner St., LLC
Steven Patton
410 W. Oak St., Suite 9A
Zionsville, IN46077
317-733-9751

Chuck McAulay
Chuck McAulay
3001 Cove Ridge Rd.
Midlothian, VA23112
804-314-0634

Indiana Food Group, LLC
Bill McKone
P.O. Box 511
Frankfort, IN49635
419-376-6146

Deoteth & Pearl Ganaishlal
8010 S. Madison Ave.
Indianapolis, IN46227
317-865-9538

Sky Matsuhashi & Dustin Heiner
Sky Matsuhashi
3051 Pico Ave.
Clovis, CA93619
559-291-2049

Michael Nelson's Bodyworks, Inc.
Michael Nelson
5921 34th St.
Lubbock, TX79424
806-799-4040

Afifa Abdelmalek
Father Mikael Abdelmalek
11220 Arborwood Trail
Carmel, IN46032
317-566-0111

Upadhyay, LLC
Sanak Upadhyay
1340 Longview Dr.
Woodbridge, VA22191
703-491-6160

Warren Ent, LLC
Bill Warren
936 Savannah Place
Gulfport, MS39507
228-669-3895

CHB Sports
Albert Blough
P.O. Box 67
Shillington, PA19607
610-777-1355

Kirchoff Gas and Food Mart Inc
Ravi Harsoor
4200 Kirchoff Rd
Rolling Meadow, IL60008
630-229-5701

5 Guyz and a Pizza Pie LLC
Harry Smith
11429 NW 9th Terrace
Yukon, OK73099
607-846-1425

The Daughtridge Group
Bill Daughtridge
P.O. Box 593
Rocky Mount, NC27801
252-446-6137

Diverse Brands, LLC
Doug Thomas
P.O. Box 3
Zionsville, IN46077
317-306-6416

Prutha, Inc.
Jay Patel
1429 Hillcott Lane
Indianapolis, IN46231
317-396-0782

Union Valley Tiger Mart
Shelly Urban
9750 Kendell Circle
Royse City, TX75189
972636-3335

Kopple, James (Subway)
James Kopple
8306 Autumnwood Way
Louisville, KY40291
502-231-1433

Purbasha, LLC
Vinay Binrajka
474 E. Sunburst Lane
Tempe, AZ85284
602-697-8418

3110 LLC
Jess Anderson
3110 Todds Rd.
Lexington, KY40509
606-254-8186

Al F. Mirza
Al F. Mirza
6908 Stonebridge Court
Alexandria, VA22206
703-768-6908

Always Open
John Slavkowski
P.O. Box 1485
Melrose Park, IL60161
630-739-7318

Always Open / Tim Korte
Tim Korte
6355 W. Washington
Indianapolis, IN46241
317-244-1486

Around-the-Town Pizza
Bryan West
P.O. Box 407
Zionsville, IN46077
317-461-3246

Barger's Merrick Shell
George Barger
2048 Merrick Dr
Richmond, KY40475
859-624-2944

Brown's Citgo Quick Mart
Barry Brown
830 E. High St.
Potosi, MO63664
573-438-5793

Buehler Foods, Inc.
Kris Buehler
P.O. Box 82
Jasper, IN47546
812-482-1366

CMT Stores, Inc.
Chuck Bair
4116 Dalewood Dr.
Fort Wayne, IN46815
219-747-3087

Colling, Michael F. & Judi
Michael F. Colling
P.O. Box 577
Glenrock, WY82637
307-436-8280

Convenient For U, Inc.
Bill McKinney
Box 124 B, Rural Route # 2
Moweaqua, IL62550
217-768-5550

Cruz, Inc.
Tony Cruz
5890 National Rd. E.
Richmond, IN47374
765-962-6912

C-Store Marketing
2518 East Center St.
Warsaw, IN46580

DCBG, Inc.
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-327-8484

Ellsperman, Ken (Subway #21727)
Ken Ellsperman
8309 Bell Oaks Dr.
Newburgh, IN47630
812-858-9932

Fresh Encounter, Inc.
Michael Needler
317 W. Main Cross St.
Findlay, OH45840
419-422-8090

Grant Co., Inc.
Bryan West
377 S. Meridian Street
Indianapolis, IN46217

Haley Enterprises, Inc.
Barry Hickingbotham
2106 N. 1st St.
Jacksonville, AR72067
501-982-0061

Hamlet C-Store, Inc. (Noak, Tom)
Tom Noak
1655 Snead Ave.
Chesterton, IN46304
219-926-8500

Handy Andy Food Stores, Inc
Kelly Snyder
320 E. Main St.
Gas City, IN46933
765-677-0711

J & S Dairy (B&R)
James Machowiak
3303 Portage Ave.
South Bend, IN46628
219-277-8175

L D Enterprises, Inc.
Dick Myneberge
1408 Lincolnway E.
Mishawaka, IN46545
219-293-5379

Lance's New Market
Dan Lance
18 W. Washington
Huntington, IN46750
219-356-1292

Laubauch, Tony / Express Mart (B&R)
Toby Laubach
2560 Detroit Rd.
Niles, MI49120
616-684-5630

Laurin Petry, DBA Noble Roman's Pizza
Laurin Petry
515 Fawn Ridge Trail
Bloomington, IN47204
812-876-9437

Maid O'Clover Corporation
Jeff Wallace
207 South Sixth Avenue
Yakima, WA98902
509-248-3562

Marsh Supermarkets
Mike Emmons
9800 Crosspoint Blvd.
Indianapolis, IN46256
317-594-2100

MDK Corporation
Dave Peters
415 New St.
Goshen, IN46526
219-533-4171

Mike Amos, Inc.
Mike Amos
600 N. Lincoln
Rockville, IN47872
765-569-6343

Morrell Enterprises, Inc. (Subway)
Carole Cox
312 East Hillcrest Drive
Greenville, SC29609
864-271-8797

Nick & Andy's (Sharp, Duane)
Duane Sharp
P.O. Box 577
Shipshewana, IN46565
219-768-7802

Noble California Restaurant Group, LLC
Amir Siddiqi
9847 Cheyenne St.
Ventura, CA93004
805-672-0195

Oakwood Market
Gordon Dillow
P.O. Box 307
Oakwood, IL61858
217-354-4231

Penn Street, Inc. and Jeff Clancy
Jeff Clancy
4930 N. Pennsylvania St., Suite C
Indianapolis, IN46205
317-357-8928

Prima Marketing, LLC
Ron Bowers
49 Dylan Dr.
Fairmont, WV26554
304-367-1132

Prima Marketing, LLC
Pam Scott
300 W. High St.
Harrisville, WV26362

Rising Sun Shell
Ernie McConnaughey
519 N. High St.
Rising Sun, IN47040
812-438-4364

RJF, Inc.
Terry Farabaugh
3747 S. Meridian
Indianapolis, IN46217
317-786-0839

Ro Di Oil Co., Inc. (B&R)
Ron Hayman
P.O. Box 6
Veedersburg, IN47987
800-240-7634

Second Chance Pizza, Inc.
Mike Proia
2317 Blue Smoke Trail
Mishawaka, IN46544
219-257-3751

Stockman Oil
Chip Stockman
1138 Reynolds Ave.
Greenwood, SC29649
864-223-8486

Sundquist, Joel (Subway of Crestwood, Inc.)
Joel Sundquist
4302 McCombs Circle
Crestwood, KY40014
502-241-7634

The Sports Center
Lance Rhoades
1915 Gladden Rd.
Plainfield, IN46168
317-839-8880

Village Pantry, LLC (Marsh Supermarkets)
Helen Farrar
9800 Crosspoint Blvd.
Indianapolis, IN46256
317-594-2100

Waco Oil
Gregg Schrand
219 Garrard St.
Covington, VA41011
606-581-9226

Willaredt Oil Co., Inc.
A. Dean Willaredt
800 N. Route 45 / P.O.B. 1245
Mattoon, IL61938
217-234-4477

Behrouz Heshmatipour
Behrouz Heshmatipour
13739 Lambertina Place
Rockville, MD20850
301-613-8390

IHE GW, INC.
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-327-8484

IHE WHC, INC.
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-327-8484

Szyborski's Great Little Foods Store, Inc.
Henry Szyborski
12760 Adams Rd.
Granger, IN46350
574-277-8102

RJFK, Inc.
Terry Farabaugh
23 E. Main St.
Rossville, IN46065
765-379-3157

Patrick G. Meglio
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-327-8484

JOSNA, Inc.
Hassan Chowdhury
4200 Wisconsin Ave., N.W.
Washington, DC20016
202-364-0788

P.J. Patel, Inc.
Paresh Patel
13008 3rd St.
Bowie, MD20720
301-860-1308

Dylan Inc. d/b/a Dylan Mart
Dylan Sran
6455 W. Washington St.
Indianapolis, IN46241
317-243-3481

Chris & Monica Kim
Chris Kim
8191 Douglas Fur Dr.
Lorton, VA22079
703-750-0995

Chun Ma Enterprises, Inc.
Dong K. Kim
3800 Powell Lane, Suite 924
Falls Church, VA22041
703-820-3546

Tim Layman
Tim Layman
206 Forest Ave.
Wyoming, OH45215
513-761-8632

Craig Johnson
Craig Johnson
13932 Hull St. Rd.
Midlothian, IN23112
804-639-0064

Kapi Ram, Inc.
Diptesh Patel
1320 Tayfield Ct.
Dayton, OH45414
937-239-1417

Great Lakes Convenience Inc. d/b/a Alto
Marathon
Don Ziemke
11990 64th St.
Alto, MI49302
616-868-1000

Rinne Tire and Service, LLC
Mark Rinne
243 Main St.
Licking, MO65542
573-674-2390

VSKD Enterprises, LLC
Surash Devireddy
1130 Park Ave.
Piqua, OH45356
717-343-5737

Richmond NRT #1, LLC
Tim Martz
2512 Crosstimbers Terrace
Midlothian, VA23112
804-794-0070

Scott Fuel, Inc.
Nazmi Cangoz
RD 1 Box 327-A
Dalton, PA18414
570-563-1645

Margarita Rana
Kuldip Rana
8195 Greenscape Way
Riverside, CA92508
951-215-8774

Circle D Corporation
Amrik Cheema
1221 S. 9th St.
Richmond, IN47374
765-962-1329

Disha Enterprise, LLC
Imaze Hasnain
10087 Blossom Ridge Dr.
Elk Grove, CA95757
916-316-1592

Jerry Klich
Jerry Klich
6679 Long Ave.
Placerville, CA92667
530-642-2012

Fastop Foods of East Texas, Inc.
Terry Pickard
3304 Winding Way
Kilgore, TX75662
903-981-0121

Horizon Market
Joe Bob White
4060 N. Blagg, Suite C
Pahrump, NV89048
775-727-4100

P.O.P., Inc.
Terry Farabaugh
1940 Northwood Plaza
Franklin, IN46131
317-738-4467

Newman, Joseph
Joseph Newman
2522 Caribou Dr.
Evansville, IN47725

See USA, LLC
Roger Distler
P.O. Box 534
Cayuga, IN47928
765-492-3345

First United Energy Limited, LLC
Kola Falobi
9200 Harford Road
Parkville, MD21234
410-661-3911

Full Throttle Marketing, LLC
Michael Donley
8070 Shorewalk Dr.
Indianapolis, IN46236
317-823-9600

LVH, Inc.
George Van Harlingen
6430 Springfield Xena Rd.
Springfield, OH45502
937-324-3775

Amar Marathon
Amar Dalue
7998 Pontiac Trail
West Bloomfield, MI48323

Jung Sook Jin & Pyung Han Jin
Jung Sook Jin
6839 Chelsea Rd.
McLean, VA22101
301-219-4022

Vevay Shop Quik, Inc.
Bob Patel
701 E. Main St.
Vevay, IN47043
513-317-2981

Peregrine, Herb / Subway
Herb Peregrine
4437 Londonderry Court
Avon, IN46123
317-718-0757

Best Foods Concepts
Dick Best
3550 Park Place W., Ste. 300
Mishawaka, IN46545
574-254-0922

J.R. Liston, Inc.
Jean Heston
26395 State Rd. 2
South Bend, IN46619
574-287-1990

Erron Clayton
Erron Clayton
11427 Pace Ct.
Indianapolis, IN46229
317-894-9887

Sidona Enterprise, LLC
Yohannes Ghebray
13217 Stravinsky Dr.
Silver Spring, MD20904
301-288-7563

D & M Sowder, Inc.
David S. Sowder
2002 East Stop 12, Apt. A
Indianapolis, IN46227
317-883-2032

Iriny A Hanna
Amir Youssef
1359 James Ct.
Zionsville, IN46077
317-250-3314

Eblen Short Stop, Inc.
Brenda Trantham
P.O. Box 5153
Asheville, NC28806
828-253-4591

Hsieh Wisconsin, LLC
Anna Hsieh
4200 Wisconsin Ave., N.W.
Washington, DC20016
202-364-0788

Flora Amoco Food Shop
Kathy Zimpher
State Road 18
Flora, IN46929
219-967-4749

Holiday Inn North - A Trust
James Dora Jr.
2501 South High School Road
Indianapolis, IN46241
317-243-1000

Barry W. Baumgardner, Inc.
Barry Baumgardner
888 Walnut St.
Franklin, IN46131
317-738-9890

Sundaram Food, Inc.
Kalyna Sundaram
1303 College Ave.
Goshen, IN46526
574-532-3101

Joann Tomasic
Joann Tomasic
3901 Sandpiper Ct.
Valparaiso, IN46385
574-867-8966

Day-Nite Food Mart
Michael Bedel
P.O. Box 396
Versailles, IN47042
812-689-5366

McGuires Moberly Shell, LLC
Worthie McGuire
3306 New Irving Rd.
Richmond, KY40475

DJ3 Inc.
Dave Relos
128 Chapin St.
South Bend, IN46601
574-233-1706

Volada, Inc.
Deepak Patel
4680 - 18A Monticello Ave.
Williamsburg, VA23188
757-258-9747

Standard Petroleum Corp. d/b/a Driver's Truck
Stop
Shawn Tabani
Box 176 Rt. 2, I-65 & Hwy. 218
Horse Cave, KY47249
270-786-1824

Metro Petroleum
Ken Nail
1044 West 41st Street
Tulsa, OK74107
918-445-3131

Bablu, Inc.
Ruby Singh
668 Berkey Dr.
Romeoville, IL60446
317-373-4227

Dave Neumann
Dave Neumann
121 Hunters Ridge Dr
Jacksonville, NC28540
910-450-9349

2008 PGH, Inc.
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-929-4993

Oechsner Inc.
Mike Oechsner
701 E. Main St.
Vevay, IN47043
812-427-3993

Fleet Card Fuels
Berk Hight
P.O. Box 81685
Bakersfield, CA93308
661-321-9961

O.A. Haggarty Gas Station, LLC
Elliott Arabo
7998 Pontiac Trail
West Bloomfield, MI48323
248-960-7594

Christensen Oil Company, Crest Dist., Inc.
Todd Christensen
P.O. Box 818
Provo, UT84603
800-654-0438

Pamela Miokovic (Subway)
Pamela
2841 Center Rd., Apt A
Poland, OH44514

Airport Crown, Inc.
Altat Lakhani
1001 Aviation Blvd.
Baltimore, MD21240
443-756-1712

Jeff McLinn
Jeff McLinn
6131 S Meridian
Indianapolis, IN46217
317-430-4058

Bettag Co.
Ralph Bettag
6957 E. SR 62
Mariah Hill, IN47556
800-439-7741

Meier Oil
Dan Ponton
405 North 2nd Box 8
Ashkum, IL60911
815-698-2343

Lakhani, Mansoor (Subway)
Mansoor Lakhani
1001 Wood Dale Road
Wood Dale, IL60191
773-274-8080

Everybody's Oil Corporation
Anne LaRue
800 E 19th St.
Anderson, IN46015
765-649-0404

Sweet P's Pizza & Subs
Paula Studebaker
8078 Bi-County Road
Norfolk, VA23518
757-513-7700

Fouad Al Shaban
Fouad Al Shaban
8517 Huntspring Dr.
Lutherville, MD21093
410-337-8517

O'Grady, Brian (Texaco)
Brian O'Grady
P.O. Box 11008
Pueblo, CO81001
719-568-4409

Cicci, Frank & Diane (TCBY)
Frank Cicci
281 Lake Mist Drive
 Mooresville, NC28117
704-799-9434

Woodcrest Enterprise, Inc. dba Kountry Store
Mark Kidd
323 West Broadway
Trenton, IL62293
618-654-3419

Roza Enterprises, Inc.
Rajinder Sahni
3755 Roxbury Lane
Alexandria, VA22309
703-780-3545

Rajesh Patel
Rajesh Patel
7140 Green Springs Road
Indianapolis, IN46214
317-243-9771

Cyclone Enterprises LLC
Peter Murphy
617 Third Ave SW
Carmel, IN46032
317-571-1677

Guraya Enterprises Corp
Paramjeet Guraya
8010 S Nineveh Rd
Nineveh, IN46164
317-933-3000

Ho Sang Park
Ho Sang Park
23609 Public House Rd.
Clarksburg, MD20871
301-528-9016

Michael Thompson
Michael Thompson
1125 N. Lesley Ave.
Indianapolis, IN46219
317-356-2378

Key Financial Corp.
Bob Key
5425 S. East St. #A-B-C
Indianapolis, IN46227
317-784-4061

Crystal Flash Petroleum, LLC
Andy Batt
5221 Ivy Tech Dr.
Indianapolis, IN46268
317-879-2849

The A Team of Texas, LLC
Thomas "Andy" Smith
612 Monette Dr.
Bedford, TX76022
817-285-0266

Powell Texas Properties, LLC
Mike Powell
1108 Spruce Run Dr.
Roanoke, TX76092
817-337-2585

R. R. Morrison & Son Inc
Paul Moody
4920 Hwy 61 S
Vicksburg, MS39180
601-636-2471

Foerster, Tom (Subway #19509)
Tom Foerster
950 Route 22
Fox River Grove, IL60021
847-516-3011

Thrif-Tee Food Center
Daniel McManos
10955 Eagle Drive
Mont Belvieu, TX77580
281-576-5040

Market Basket Foods
Jim Urban
2420 Nederland Ave
Nederland, TX77627
409-727-3104

Brahma Mart
Joe Clifton
400 E Main St
Omaha, TX75571
903-884-2338

Family Center IGA
Michael Hall
418 S Allister St
Port Aransas, TX78373
361-749-6233

Farid Abusaleh
Farid Abusaleh
2600 Memorial Blvd
Port Arthur, TX77640
409-982-3565

Red Rock Grocery
Hetal Patel
1945 Fm 20
Red Rock, TX78662
512-308-2488

Vinyard Enterprises d/b/a Vinyard's Lake Store
John K Vinyard
6693 FM-115
Scroggins, TX75480
903-860-3102

Arlan's Market
Ames Arlan
4614 Nasa Parkway
Seabrook, TX77586
281-942-9539

Dick's Food Store - Seadrift
Karen Barton
PO Box 430
Seadrift, TX77983
361-785-3391

Debra Gilles
Debra Gilles
105 Ripple Creek St
Shavano Park, TX78231
210-834-4521

Patek's Grocery
Bob Patek
PO Box 635
Shiner, TX77984
361-594-3171

Blue Marlin Supermarket
Omar Martnez
2912 Padre Blvd
South Padre Island, TX78597
956-761-4966

RF & Sons Properties LLC
Jaswinder (Jesse) Randhawa
533 Coyote Rd
Southlake, TX76092
979-451-1071

Hodges Food Basket
Tracy Hodge
26824 I-45 North
Spring, TX77386
281-367-7597

SS Fuels Inc
Penny Sidhu
PO Box 1106
Tatum, TX75691
682-225-4500

Food King
Tony Melchor
915 6th St N
Texas City, TX77590
409-948-2181

Food Rite Market
Kiet Nguyen
5320 FM-1765
Texas City, TX77591
409-938-1350

Lakeland West Capital II LLC
Sam Bitton
449 Longhorn Trail
Weatherford, TX76087
972-338-4025 x 203

Willis Supermarket
Sam Prasla
504 S Danville St
Willis, TX77378
512-791-6913

Jack & Jill Lanes, Inc.
Sam Wadley
105 S. 700 East
American Fork, UT84003
801-367-8595

North Salt Lake Zoo LLC
Robby Gold
2088 Ridge Hill Dr
Bountiful, UT84010
801-201-4032

Winegar's Supermarket, Inc.
Eston Winegar
3371 S Orchard Dr
Bountiful, UT84010
801-292-0178

Stewart's Markets
Mark Stewart
621 East Main St
Castle Dale, UT84513
435-381-5660

Quality Markets
Ellen Springer
180 E Main
Delta, UT84624
435-864-2782

Al's Foodtown (Kelly Ann Hatch)
Kelly Ann Hatch
171 East Main
Duchesne, UT84021
435-733-0905

Valley Market
Carly Worden
2555 Wolf Creek Dr
Eden, UT84310
801-745-4000

Main Street Market
Sandra Behling
15 W Main
Ferron, UT84523
435-749-6016

Ute Plaza Supermarket
Uleeta Myore
775 E Hwy 40
Fort Duchesne, UT84026
435-722-3282

Lake View Market
Michael Moldenhauer
485 N Bear Lake Blvd
Garden City, UT84028
435-946-2279

Soelberg's Market
Carol Jefferies
213 E. Main
Grantsville, UT84029
435-884-5531

Melon Vine Food Store
Penny Riches
80 S Broadway
Green River, UT84525
435-564-3228

Day's Markets
Carl Day
890 S Main St
Heber City, UT84032
435-654-2352

R&A Market
Dean Armstrong
408 S Main St
Helper, UT84526
435-472-3301

Thrifty Enterprises, Inc. d/b/a Hometown Market
Derek Potter
221 N. Main St.
Huntington, UT84528
435-687-9976

Red Mountain Market
Todd Muse
374 S 200 E
Ivins, UT84738
435-673-4310

Kamas Foodtown
Phil Bair
145 W 200 S
Kamas, UT84036
435-783-4369

Farmer's Market
L. Lamar Gubler
495 N State St
La Verkin, UT84745
435-635-0774

Leeds Market
Todd Muse
PO Box 460760
Leeds, UT84746
435-879-8695

Royal's Food Town
Misako Taylor
135 S Main St
Loa, UT84747
435-836-2841

Lee's Market Place Inc.
Johnathan Badger
555 E 1400 N
Logan, UT84321
435-755-5100

Manti Market, Inc.
Tyler Merrill
35 E. Union
Manti, UT84642
435-835-8800

Andy's Market
John Hansen
515 N Main
Monroe, UT84754
435-527-0933

Valley Vista Grocery LC
Dennis Lawrence
15 S Hwy 89 #1
North Salt Lake City, UT84054
801-936-0992

Wangsgard's Market
Mike Child
120 N Washington Blvd
Ogden, UT84401
801-399-4408

Drew Leroy
Drew Leroy
355 E State Rd 39
Orangeville, UT84537
435-748-2727

Macey's Inc.
Darin Peirce
880 N State
Orem, UT84057
801-255-6002

Payson Market
Mike Tippets
586 N. Main St.
Payson, UT84651
801-465-2324

Corner Market LLC d/b/a South End Market
Eric Scholer
820 N 700 E
Provo, UT84606
801-374-4794

Petersons Marketplace
Ellen Whall
1777 W 12600 S
Riverton, UT84065
801-254-0761

Ms and Sons Inc
Sharanjit Multani
3805 Midland Dr
Roy, UT84401
801-928-3419

Planet Wireless Inc d/b/a Nobler Roman's Utah
PS
Eric Quintana
5519 S 1900 W
Roy, UT84067
801-784-3777

Winegar's Supermarket, Inc.
Sarah Mildon
3400 W 4800 S
Roy, UT84067
801-732-9400

Stokes Fresh Food Market
Jerry Gaskin
795 N State Rd 198
Salem, UT84653
801-504-6021

Food World Inc. d/b/a Super Mercado De Las
Americas
Craig Stahle
1179 S Navajo St
Salt Lake City, UT84104
801-972-4585

Neighbors Market
Dennis Lawrence
15 S Hwy 89 #1
Salt Lake City, UT84054
801-201-2673

Olympus Hills Lanes Inc
Gordon Lindstrom
4015 S Wasatch Blvd
Salt Lake City, UT84124
801-277-4444

Miner Trading Post LLC
Brittne Medina
123 Market St.
Sunnyside, UT84539
435-888-4416

John's Marketplace
David Brown
4141 S Redwood Rd
Taylorsville, UT84123
801-261-0234

Davis Food & Drug
Jani Davis
575 West Main
Vernal, UT84078
435-789-2001

Bridgewater Foods
Lee Armbuster
519 N Main Street
Bridgewater, VA22812
540-828-3010

Farmer's Foods
Myles (Allen) Johnson
P.O. Box 160
Chase City, VA23624
434-372-0423

Hall's Great Valu
Tamy Wilder
3895 James Monroe Hwy
Colonial Beach, VA22443
804-224-9310

Fork Union IGA
Vijay Patel
4312 James Madison Hwy
Fork Union, VA23055
434-842-1031

Red Front Supermarket
John Garber
677 Chicago Ave
Harrisonburg, VA22802
540-433-9171

Fresh World
Jason Kim
1070 Elden St
Herndon, VA20170
703-435-8200

FD Foods Inc
Brian Stanley
501 B Main St
Kenbridge, VA23944
434-676-1366

EMC IV LLC d/b/a Bungalow Sports Grill
Win Froelich
7601 Lewinsville Rd Ste 306
McLean, VA22102
703-296-0046

EMC III LLC d/b/a Bungalow Sports Grill
Win Froelich
7601 Lewinsville Rd Ste 306
McLean, VA22102
703-296-0046

Miller's Market
Bikramjit (BJ) Singh
628 Mineral Avenue
Mineral, VA23117
540-207-2435

Game's Farmers Market
David Game
503 Harpersville Road
Newport News, VA23601
757-595-1887

Pound IGA
Skip Nantz
11133 Indian Creek Rd
Pound, VA24279
276-796-4042

Jim's Local Market
Jim Scanlon
PO Box 8063
Richmond, VA23223
804-363-9227

Kings Supermarket
John Jeong
2102 Keswick Ave
Richmond, VA23224
804-232-7454

RH Roanoke, Inc.
Paul Mobley
1906 Belleview Ave.
Roanoke, VA24033
540-981-1416

Urbanna Market IGA
Harry Bullock
335 Virginia Street
Urbanna, VA23175
804-758-2250

Wakefield Great Valu
Tommy Garrett
PO Box 516
Wakefield, VA23888
757-899-5555

J&J International
Chris Lee
16593 River Ridge Blvd
Woodbridge, VA22191
757-537-5359

Pratt's
Corey Pratt
Highways 125 & 22A
Bridport, VT05734
802-758-2323

Cambridge Village Market
Bruce MacMillan
113 S Main St
Cambridge, VT05444
802-644-2272

Georgia Market
Ray Bouffard
962 Ethan Allen Hwy
Georgia, VT05454
802-527-1100

Amboy Market, Inc.
Darcy Williams
39812 NE 216th St.
Amboy, WA98601
360-247-5421

Saar's
Brian Crofts
1702 Auburn Way North
Auburn, WA98002
253-245-5974

The North West Company International Inc
Angela Miller
3633 136th Place SE Suite 110
Bellevue, WA98006
425-945-4118

Ralph's Red Apple #379
Glyn Correll
6724 Kitsap Way
Bremerton, WA98312
360-377-5708

Harvest Foods-Brewster Market Place
Victor Vargas
PO Box 69
Brewster, WA98812
509-689-3404

PND Mercado LLC d/b/a El Mercado de
Grandview
Phillip G. Blackburn
130 Titchenal Rd.
Cashmere, WA98815
509-782-3801

REM Market, LLC
Phillip G. Blackburn
130 Titchenal Rd.
Cashmere, WA98815
509-782-3801

Fuller Market Basket, Inc.
Ken Grasser
505 S. Tower
Centralia, WA98531
360-736-9328

Watson Grocery Group LLC dba Riverside
CenterPlace Market
Corey Watson
34710 N Newport Hwy
Chattaroy, WA99003
509-292-0409

Shop & Kart
Darris McDaniel
2100 N. National Ave.
Chehalis, WA98532
360-748-1936

Shop 'N Kart
Garet Russo
2100 N National Ave
Chehalis, WA98532
360-748-1936

Myers Group LLC
Christina Conrad
PO Box 1170
Clinton, WA98236
360-321-5690

Albert's Red Apple
Richard Frank
PO Box 366
Concrete, WA98237
360-853-8540

18th Street Grocery & Deli
Rachel Woolsey
1801 North Walnut Street Ste 1
Ellensburg, WA98926
509-925-3949

Everybody's Elma
Mike Werner
PO Box 3022
Elma, WA98541
360-482-2631

Valmark Inc
John Stimpson
PO Box 948
Friday Harbor, WA98250
360-378-3238 x 5

Granite Falls IGA Market
Mike Trask
115 N Granite Ave
Granite Falls, WA98252
360-691-6733

Swanson's Foods
Tom Seguin Jr
915 Simpson Ave
Hoquiam, WA98550
360-532-6120

Front Street Market
Cally Merrifield
80 Front St
Issaquah, WA98027
425-369-9252

Bridle Trails Red Apple, LLC
Duane Pearson
6625 132nd Ave. NE
Kirkland, WA98033
425-881-7602

Pioneer Market
Al Hayton
416 E Morris
La Conner, WA98257
360-466-0188

County Market #1593
Chris Gooding
303 91st Ave NE
Lake Stevens, WA98258
425-335-3421

Jay's Market
Keith Perry
1809 124th NE
Lake Stevens, WA98258
425-334-1256

Michael Mayer
Michael Mayer
PO Box 247
Mabton, WA98935
509-894-4444

Mortons Thriftway
Christi Greiter
461 Second St
Morton, WA98356
360-496-5021

Okie's #2 Thriftway
Michelle Edwards
1820 Bay Ave.
Ocean Park, WA98640
360-665-5222

Blanton's IGA
Hal Blanton
13040 US Hwy 12
Packwood, WA98361
360-494-6101

Fiesta Foods of Oregon, Inc.
Craig Gaylord
115 S. 10th Ave.
Pasco, WA99301
509-727-1486

Fischer's Market IGA Everyday
Kathy Lund
PO Box 249
Randle, WA98377
360-497-5356

Everybody's Supermarket
Mike Kennedy
701 Willapa
Raymond, WA98577
360-942-2100

Bailey's IGA
Tammy Bailey
10333 Hwy 12
Rochester, WA98579
360-273-7330

Boulevard Park Thriftway #109
Beth McCormick
12000 Des Moines Way
Seattle, WA98168
206-246-5697

KAV Ventures, Inc. d/b/a City Market
Kurt Vold
1722 Bellevue Ave.
Seattle, WA98122
206-323-1715

Ken's Market - Queen Anne
Joe Vizzare
2400 6th Ave W
Seattle, WA98119
206-282-1100

L&G Venture Corporation d/b/a Dan's Belltown
Grocery
Ed Peters
2221 3rd Ave.
Seattle, WA98121
206-441-0220

Montlake Blvd Market
Scott Iverson
2605 22nd Ave. East
Seattle, WA98112
206-323-4518

Sid's IGA
Charles Winn
4410 Pacific Way
Seaview, WA98644
360-642-3737

Selah Red Apple Mart
Rick Fowler
Selah Red Apple Mart
Selah, WA98942
509-697-6100

Pioneer Select Grocery
Rick Manlow
116 Willapa Ave
South Bend, WA98586
360-875-5771

Barney's Harvest Foods, Inc.
David Stocking
11205 E. Dishman Mica Rd.
Spokane, WA99206
509-922-3278

Webb's Empire Foods
Michael Webb
W 1 Front St
St John, WA99171
509-648-3744

A&J Select Market
John Mobley
PO Box 789
Stevenson, WA98648
509-427-5491

Blue Sky Market
Michael Mayer
116 Chehalis Ave.
Toppenish, WA98948
509-865-7200

Vashon Market IGA
Shawn Hoffman
17639 100th Avenue SW
Vashon, WA98070
206-463-9725

Town and Country Market
Roland Hanson
201 S Main St
Warden, WA98857
509-349-2323

Washougal Food Center
Jesse Singh
1736 E St.
Washougal, WA98671
360-835-3525

Stolz Northwest Inc d/b/a Food Market
Kip Bonds
PO Box 58
Wauna, WA98395
253-884-3325

Cedar Village IGA
Brenda Hoven
206 E Walnut
Winlock, WA98596
360-785-4610

Winthrop Red Apple
Mike Walker
P.O. Box 70
Winthrop, WA98862
509-996-2525

County Market
Lucas Blatter
14019 Woodinville Duvall Rd
Woodinville, WA98072
425-483-9353

Wray's Food Stores
Chris Brown
5605 Summitview Ave.
Yakima, WA98908
509-966-1808

Zillah Food Center, Inc.
John H. Hill
145 First Ave.
Zillah, WA98953
509-829-6800

A-F County Market
Joe Hebior
215 W North St
Adams, WI53910
608-339-6703

Amherst Family Foods
Russ Schroeder
PO Box 207
Amherst, WI54408
715-824-5533

Rechek's Food Pride
Brenda Ekmayer
609 North Spring Street
Beaver Dam, WI53916
920-887-1907

Pate Gas Mart Inc
Harry Samra
1985 Pebble Dr
Beloit, WI53511
608-302-1730

Backes Food Mart
Daniel Backes
382 Main St
Birnamwood, WI54414
715-449-2629

Sal's Food Center
Paula Sarvello
504 South Main St.
Black Creek, WI54106
920-984-3147

Gooseberries Fresh Food Market
David Spiegelhoff
690 West State Street
Burlington, WI53105
262-763-5955

Columbus Sentry
Silka Stier
150 Commerce Drive
Columbus, WI53925
608-237-0500

Lotter's LLC
Nadine Westmayer
300 W. Glen
Crandon, WI54520
715-478-3677

Schaefer's Food Mart
Debbie Johnson
PO Box 305
Crandon, WI54520
715-478-2558

Edgar IGA
Lance Bauer
304 Third Ave
Edgar, WI54426
715-352-2381

Elkhorn Sentry Foods
Jon Curry
801 N Wisconsin St
Elkhorn, WI53121
262-723-2626

Pat's Market
Rachel Borneman
117 N McKenzie
Gillett, WI54124
920-855-6040

Ormsom's SuperValu
Brian J Ormsom
124 Oak St
Glenwood City, WI54013
715-265-4660

Mayville's Market
David Mayville
315 S Main St
Greenwood, WI54437
715-267-6665

Hillsboro County Market
Melinda Campbell
E18590 Wisconsin 33
Hillsboro, WI54634
608-489-2423

Iola Sentry Foods
Doug Kulinski
125 Meadow Rd
Iola, WI54945
715-445-3316

Stinebrink's Lake Geneva Foods LLC
Mark Stinebrink
100 E. Geneva Sq.
Lake Geneva, WI53147
262-248-8798

Conrad's Sentry Foods
Brian Conrad
105 S Madison St
Lake Mills, WI53551
920-648-8366

Lake Mills Market
Diane Williamson
375 W Tyrannena Park Rd
Lake Mills, WI53551
920-945-0526

Lakewood Supervalu
Dave Seeber
17186 Twin Pines Rd
Lakewood, WI54138
715-276-6678

Capitol Center Market
Diane Williamson
111 N. Broom St.
Madison, WI53703
608-255-2616

Rob's Family Market
Lori Scheffler
2330 Menasha Ave
Manitowoc, WI54220
920-684-1129

The Butcher's Corner
Mohammad Taha
PO Box 8
Marion, WI54950
715-754-5281

Piggly Wiggly Mayville
Curt Schmidt
1440 Horicon St
Mayville, WI53050
920-387-3220

Medford County Market
Glen Bersie
PO Box 407
Medford, WI54451
715-748-9212

Bulk Petroleum Corp
Gary Dhaliwal
9653 N Granville Rd
Mequon, WI53097
262-242-4800

Dave's County Market
Ray Lefferts
300 E. First St.
Merrill, WI54452
715-536-2571

71st Lisbon Sentry
Pat Martin
7101 W Lisbon Ave
Milwaukee, WI53210
414-871-1700

Best Food & Meat Market
Sam Ayesh
2430 N Martin Luther King Dr
Milwaukee, WI53212
414-263-1100

El Rey Food Mart
Socorro Franco
1320 W Burnham St
Milwaukee, WI53204
414-383-7786

El Rey Plaza Inc
Jason Hyland
3524 W Burnham St
Milwaukee, WI53215
414-643-1616

MK Food Market
Jaspreet Gill
4623 W Burleigh St
Milwaukee, WI53210
414-449-5362

Roundy's Supermarkets, Inc.
Todd Willits
875 E Wisconsin Ave
Milwaukee, WI53202
414-231-6164

Sentry Foods
Doug Schwans
9210 W Lisbon Ave
Milwaukee, WI53222
414-461-5305

Silver Spring Meat
Sammy
6350 W Silver Spring Dr
Milwaukee, WI53218
414-578-3814

Point Grocery Inc
Jeff Basting
622 Dodge St
Mineral Point, WI53565
608-987-2393

Piggly Wiggly
Judy Semrad
W 189 S 7847 Racine Ave
Muskego, WI53150
262-679-1166

Stells Piggly Wiggly, Inc.
Bonnie Kautzer
2243 Calumet Dr.
New Holstein, WI53061
920-898-4600

Marcouiller's Foods Inc
Shannon Marcouiller
501 Washington Ave
Niagara, WI54151
715-251-3860

Charles Potter, Inc.
Charles (Chuck) Potter
2201 E. Rawson Ave.
Oak Creek, WI53154
414-764-7640

Thompson's County Market
Mike Thompson
722 Brazeau Ave.
Oconto, WI54153
920-835-3566

Scott & Lori's Family Foods
Scott Jalling
PO Box 176
Owen, WI54460
715-229-2148

Marv & Alison's Sentry Foods
Cindy Bathery
25300 75th St
Paddock Lake, WI53168
262-843-4204

Port Washington Sentry Foods
Joseph Sanfilippo
101 West Seven Hills Road
Port Washington, WI53074
262-284-6134

Pierce's Markets
Paul Frey
2915 New Pinery Road
Portage, WI53901
608-742-2481

Prentice IGA
Deloris J Dearth
520 Center St
Prentice, WI54556
715-428-2958

Super Ron's Food Center
John Ullmer
960 C.R. B
Pulaski, WI54162
920-822-3300

Reedsburg Village Market
Craig Stovey
115 2nd St.
Reedsburg, WI53959
608-524-4533

Viking Village Foods
Pamela Schulenberg
150 Viking Dr
Reedsburg, WI53959
608-524-6108

Mark's Market
Mark Watters
108 Lincoln Ave
Rio, WI53960
920-992-5220

Dick's Fresh Market
Dick Rinehart
P.O. Box 239
River Falls, WI54022
715-426-5920

Opahle's Piggly Wiggly
Janet Bennett
724 Phillips Blvd.
Sauk City, WI53583
608-643-8438

Charlie's County Market
Kelly Sufka
521 S Main
Shawano, WI54166
715-524-2523

St Germain Sentry
David Weber
PO Box 99
St Germain, WI54558
715-479-9150

People's Meat Market
Lee Falkavage
1765 County Rd.
Stevens Point, WI54482
715-592-6328

Davel's One Stop
Mark Kraus
307 3rd Ave
Stratford, WI54484
715-687-2144

Thorp SuperValu
Cheryl Niemuth
110 W. Prospect St.
Thorp, WI54771
715-669-5507

Baker's Three Lakes Foods
Rob Baker
1593 Hwy 32
Three Lakes, WI54562
715-546-3354

Cedar Street Market
Judi Hegewald
234 Cedar Street
Tigerton, WI54486
715-535-2010

Great Lakes Foods of Tomahawk
Patrick D Fritz
990 N 4th St
Tomahawk, WI54487
715-224-2065

Nelson's County Market
Tim Hoglund
662 N 4th St
Tomahawk, WI54487
715-453-2174

Mike's Supermarket
Steve Janesch
PO Box 77
Townsend, WI54175
715-276-6111

Austads Supervalu
Adam Austad
608 US Hwy 8
Turtle Lake, WI54889
715-986-2244

Miller and Sons Supermarket
Laura Eyler
210 S Main
Verona, WI53593
608-845-6478

Village Market
William Schultz
1230 N. Main St.
Viroqua, WI54665
608-637-2476

Quality Foods IGA Rib Mountain
Scott Fritsche
2900 Rib Mountain Dr
Wausau, WI54401
715-848-2793

Quality Foods Rib Mountain
Scott Fritsche
2900 Rib Mountain Ave.
Wausau, WI54401
715-848-2793

Solberg Enterprises LTD d/b/a Trig's Food and
Drug
Julie Enerson
110 S 17th Ave
Wausau, WI54401
715-849-8744

Wayne's Star of the North Market, Inc.
Chanda Elliott
P.O. Box 366
Webster, WI54893
715-866-8366

Wayne's Piggly Wiggly
Wayne Krueger
910 E. Main St.
Winneconne, WI54986
920-582-0401

Quality Markets
Merlin Jeffery
1021 W Grand Ave
Wisconsin Rapids, WI54495
715-423-9750

Eddie's Supermarket
Roger Armentrout
6057 Robert C Byrd Drive
Bradley, WV25818
304-877-2500

Bigley Foodland Fresh
Sheila Burgess
10 Spring Street
Charleston, WV25302
304-342-0280

Smith's Foodfair
Mary Jane Joseph
106 Beech Street
Clendenin, WV25045
304-548-6500

Cornerstone IGA
Phil Cutlip
123 Seneca Trail
Fairlea, WV24902
304-645-3133

Franklin Great Valu
Alan Thomas
PO Box 219
Franklin, WV26807
304-358-7662

Piggly Wiggly
Reid Meadows
24332 Midland Trail
Hico, WV25854
304-658-5872

TWJ Inc
James Oppe
1206 Plum St
Parkersburg, WV26101
304-428-4767

Sissonville Piggly Wiggly
Bob Kees
6405 Sissonville Dr
Sissonville, WV25312
304-984-1723

St Marys Galaxy
Casey Edwards
1408 North Pleasants Hwy
St Marys, WV26170
304-684-3878

G&R IGA
Tim McCoy
109 Baker St
Webster Springs, WV26288
304-847-2449

Goodson's Supermarket Inc
Todd Goodson
PO Box 858
Welch, WV24801
304-436-8481

D.J.'s, Inc
Kelly Holiday
895 Fort St
Buffalo, WY82834
307-684-2518

Hines General Store
Ben Hines
14597 US Hwy 287
Fort Washakie, WY82514
307-332-3278

Ron's Food Farm
Ron Fiene
PO Box 272
Greybull, WY82426
307-765-2890

Benedict's Market
James Benedict
950 N Hwy 414
Mountain View, WY82939
307-782-3232

Buckhorn IGA
Warren Tritschler
723 Dayton Street
Ranchester, WY82839
307-655-9766

Blair's Super Market
Kent Foulger
1801 Big Horn Ave
Worland, WY82401
307-347-8500

K & K Island Pride
John Artia Stovall
1782 Amate Kabua Blvd
Majuro, Marshall Islands, 96960
692-625-3321

Shoppers Value Foods
Brandon Rivers
225-357-7477

2022 CURRENT TUSCANO'S FRANCHISEES

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville, IL61832
217-446-8239

RH Roanoke, Inc.
Paul Mobley
1906 Belleview Ave.
Roanoke, VA24033
540-981-1416

EXHIBIT F

LIST OF FORMER FRANCHISEES

2022 FORMER NOBLE ROMAN'S FRANCHISEES

AMI 63 LLC d/b/a AMI 67 Food Mart
Ali Hamid
3401 US-98 Bus
Panama City, FL32401
850-215-5660

AMI 57 LLC d/b/a AMI 70 Food Mart
Ali Hamid
700 W 23rd St Suite D29
Panama City, FL32405
850-215-5660

AMI Stores Management Inc
Ali Hamid
700 W 23rd St Suite 30D
Panama City, FL32405
850-215-5660

Harvard GS Inc
Sam Singh
1300 N Division
Harvard, IL60033
224-228-3091

PARI, Inc.
Dharmesh Patel
1340 E. S.R. 46
Batesville, IN47006
812-934-5550

Columbia City Foodmart Inc
Ravinder Singh
501 N Main St
Columbia City, IN46725
347-882-9701

Guru Kirpa Petroleum Inc
Harbhajan Bajwa
1368 Fortner Dr
Indianapolis, IN46231
317-441-9494

Kwick Mart Inc
Varinder Sahi
5405 W Bradbury
Indianapolis, IN46241
317-572-1500

RJFK, Inc.
Terry Farabaugh
23 E. Main St.
Rossville, IN46065
765-379-3157

Village Pantry, LLC
Kent Tapley
P.O. Box 3227
Wilmington, NC28406
910-395-5300

JVC Development LLC - Subway
Vandana Sharma
96 Whaley
Freeport, NY0

Kashmir Road Lines, LLC a Texas limited liability
company
Gurvinder Sooden
6900 N Loop East
Houston, TX77095
281-770-4457

Gayathiri Inc
Suresh Kumar
101 E Corporate Dr
Lewisville, TX75067
214-603-6746

2022 FORMER TUSCANO'S FRANCHISEES

J & J Stores, LLC d/b/a Food and Things
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251
480-941-1556

Recreational Concepts Development Corp. d/b/a
Dutch Springs
Stuart W. Schooley
4733 Hanoverville Rd.
Bethlehem, PA18020
610-759-2270

Harshamika, Inc.
Dharmesh Patel
3530 Hwy. 218 Bypass
Paris, TN38242
731-642-1681

EXHIBIT G

**SUPPLY AGREEMENT
(SINGLE UNIT)**

Noble Roman's Pizza Program

Single-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Address: _____ E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana.

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

NOBLE ROMAN'S, INC.

RETAILER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT H

**SUPPLY AGREEMENT
(MULTI-UNIT)**

Noble Roman's Pizza Program Multi-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Office Address: _____ E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana. The Retailer locations licensed to use the Noble Roman's Pizza Program are listed on Exhibit A attached to this Agreement.

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

NOBLE ROMAN'S, INC.

RETAILER

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
NOBLE ROMAN'S PIZZA PROGRAM SIGN-UP AGREEMENT
RETAILER LOCATIONS**

Business Name Address City/State/Zip Phone

NOBLE ROMAN'S, INC.

By: _____

Printed: _____

Title: _____

Date: _____

RETAILER

By: _____

Printed: _____

Title: _____

Date: _____

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman's, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman's, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Wisconsin Division of Securities.

The following persons are authorized to sell franchises in the state of Wisconsin.

Paul Mobley, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377
Troy Branson, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377

The issuance date of this Disclosure Document is April 27, 2023.

Noble Roman's, Inc. authorizes the Division of Securities, P.O. Box 1768, Madison, Wisconsin 53702, to receive service of process for Noble Roman's, Inc.

I have received a Franchise Disclosure Document dated _____, 2023. This Disclosure Document included the following exhibits: (A) Franchise Agreement; (B) Financial Statements; (C) Registered Agent for Service of Process; (D) State Administrators; (E) List of Current Franchisees; (F) List of Former Franchisees; (G) Supply Agreement-Single Unit; and (H) Supply Agreement-Multi-Unit.

Date: _____

Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be retained by you, the prospective franchisee.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman's, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman's, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Wisconsin Division of Securities.

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Date: _____

Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be signed and return to Noble Roman's, Inc., 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, the prospective franchisor.



WISCONSIN
FRANCHISE DISCLOSURE DOCUMENT
NOBLE ROMAN'S PIZZA

Noble Roman's, Inc.
an Indiana Corporation
6612 E. 75th Street, Suite 450
Indianapolis, Indiana 46250
www.nobleromans.com
(317) 634-3377

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

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

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

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

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

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

Issuance Date: ~~March 30~~ April 27, 2022 2023

Effective Date:

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This Franchise*

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

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

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

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EXHIBITS

- A. Franchise Agreement – Noble Roman’s Pizza
- B. Financial Statements
- C. Registered Agent for Service of Process
- D. State Administrators
- E. List of Current Franchisees
- F. List of Former Franchisees
- G. Form of Supply Agreement – Master Single Unit
- H. Form of Supply Agreement – Master Multi Unit

1. The Franchisor and any Parents, Predecessors and Affiliates.

General Information

To simplify the language in this Disclosure Document, references to the “Company” or “We” means Noble Roman’s, Inc., the franchisor. The term “You” means the person who buys the franchise and the owners of the franchise if the franchisee is a corporation, partnership or other entity. This Franchise Disclosure Document relates only to the Noble Roman’s Pizza franchise. The Company was incorporated September 21, 1972 and is an Indiana corporation with a principal place of business at 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250. The Company sells and services franchises and licenses for non-traditional and traditional foodservice operations under the trade names “Noble Roman’s Pizza”, “Noble Roman’s Craft Pizza & Pub” and “Noble Roman’s Take-N-Bake”. The Company believes the attributes of these concepts include high quality products, simple operating systems, fast service times, labor-minimizing operations, attractive food costs and overall affordability. Since 1997 to 2018, the Company focused its efforts and resources primarily on franchising and licensing for non-traditional locations and now has awarded franchise and/or license agreements in ~~50~~most states plus Washington, D.C. and awarded franchises in Italy, Puerto Rico, the Dominican Republic, the Bahamas and Canada, although the Company current has no locations there now. The Company began, in 2018, selling franchises for its traditional restaurant concept called "Noble Roman's Craft Pizza & Pub" under a separate franchise disclosure document. Although from 2005 to 2007 the Company sold some franchises for traditional quick service restaurants locations, the Company is currently focusing all of its sales efforts on (i) selling franchises/licenses for non-traditional locations primarily in convenience stores and entertainment facilities, (ii) license agreements for grocery stores to sell the Noble Roman’s Take-N-Bake Pizza, and (iii) franchises for its traditional restaurant concept called Noble Roman's Craft Pizza & Pub under a separate franchise disclosure document. Prior to focusing on franchising for non-traditional foodservice operations, the Company had approximately 25 years’ experience operating and franchising pizza restaurants in traditional locations, giving it expertise in the design and support of foodservice systems for franchisees. The Company does not have a parent company and does not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

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

Products & Systems

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

Noble Roman’s Pizza

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

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

- Crust made with only specially milled flour (except for its gluten-free crust) with above average protein and yeast.
- Fresh packed, uncondensed and never cooked sauce made with secret spices, parmesan cheese and vine-ripened tomatoes.
- 100% real cheese blended from mozzarella and Muenster, with no soy additives or extenders.
- 100% real meat toppings, with no additives or extenders – a distinction compared to many pizza concepts.
- Vegetable and mushroom toppings that are sliced and delivered fresh, never canned.
- An extended product line that includes breadsticks and/or cheesy stix with dip, pasta, baked sandwiches, salads, wings and a line of breakfast products.

Noble Roman's Take-N-Bake

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

Business Strategy

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

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

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

Distribution

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

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

Competition

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

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

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

Government Regulation

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

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

2. Business Experience.

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

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

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

Director - Marcel Herbst has been a Director of the Company since July 2016. Mr. Herbst is the founder and portfolio manager of Herbst Capital Management, LLC, 2846 N. Southport Avenue, #3-N, Chicago, IL,

60657, from 2008 until current. Mr. Herbst has a Bachelor degree of Business Administration from Schiller International University in Heidelberg, Germany and a Master's degree of Management in Hospitality concentrating in food and beverage from Cornell University.

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

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

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

3. Litigation.

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

The Company is not involved in any litigation requiring disclosure.

4. Bankruptcy.

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

5. Initial Fees.

The initial franchise fee is as follows:

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

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

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

6. Other Fees.

OTHER FEES		
Type of Fee (Note 1)	Amount	Due Date
Royalty Fee	The greater of (i) \$175.00 per week and (ii) 7% of gross sales for all locations except hospitals. For hospitals, the greater of (i) \$175.00 per week; and (ii) 9% of gross sales (Note 2)	Payable weekly by Tuesday of the following week
Renewal Fee	\$2,000	Payable at the time a renewal franchise agreement is executed
Transfer Fee	\$2,000 (Note 4)	Prior to approval of transfer
Manual Replacement Fee	\$500	Prior to replacing any Manual
Audit Fee	Cost of audit plus up to 10% interest (Note 5)	Five days after demand

Note 1 - All fees are imposed by and are payable to the Company. All fees are non-refundable.

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

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

Note 4 - Audit Fees. We have the right, at our own expense, to audit your books and records. This audit may involve a review of your purchases from your distributor’s records. You must pay us the amount of all royalty fees due plus interest, determined from the date due until paid at the lesser of the highest rate allowed by law or a rate that is five percentage points higher than the “prime rate” then currently established by the largest bank headquartered in the state in which the location is situated, on any unreported gross sales, as determined by such audit. Additionally, if gross sales are not reported by the due date Franchisor may charge Franchisee a \$25.00 administrative fee for every day sales are unreported

following the due date with no additional notice being required. In addition, should the audit disclose a deficiency in reported gross sales in excess of 3% of the actual audited amount of gross sales, you shall reimburse us for the cost of the audit. Any amount or amounts payable by you under this disclosure document shall be remitted to the Company within 5 days after demand.

7. Estimated Initial Investment

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

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial franchise fee (Note 1)	\$7,500 (Non-Traditional) \$10,000 (Hospitals)	Lump Sum	Upon signing Franchise Agreement	Noble Roman's, Inc.
Uniforms and inventory (Note 2)	\$3,000 to \$10,000	As Incurred	As contracted	Suppliers
Marketing package (Note 3)	\$2,000 to \$3,000	Lump Sum	As ordered	Noble Roman's, Inc. or Suppliers
Initial Training Expenses	\$200 to \$500	As Incurred	As incurred	Suppliers
Smallwares (Note 2)	\$400 to \$3,000	Lump Sum	As contracted	Suppliers
Equipment (Note 2)	\$15,000 to \$110,000	Lump Sum	As contracted	Suppliers
Interior signs (Note 2)	\$500 to \$2,200	Lump Sum	As contracted	Suppliers
Exterior signs (Note 2)	\$0 to \$6,000	Lump Sum	As contracted	Suppliers
Remodeling Costs	\$500 to \$75,000	As Incurred	As contracted	Suppliers
Additional funds - 3 mo. (Note 4)	\$3,000 to \$8,000	As Incurred	As incurred	Employees & Suppliers
Total Initial Investment (Note 5 (Note 5) (Note 6)	\$32,100 to \$227,700			

Note 1: The initial franchise fee is deemed fully earned and non-refundable when paid.

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

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

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

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

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

8. Restrictions on Sources of Products and Services.

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

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

For our services, such as layout and design, coordinating equipment orders and monitoring shipping and installation of equipment, the Company receives a commission on certain equipment, smallwares and signage from various suppliers as a result of your purchases. The amounts of these commissions vary from time to time based on quantities purchased by the franchisees. The Company may also receive from time to time allowances, credits or rebates from other suppliers based on purchases by you. These amounts are generally tied to specials or quantities purchased during given time periods. Neither the Company nor any of its affiliates are approved suppliers. In the most recent fiscal year, the estimated amount of such commissions and allowances were approximately \$~~1.71~~1.67 million and was included in the general revenue of the Company representing approximately ~~12.2~~11.5% of the Company's total revenue. The Company's total revenue for the most recent fiscal year was \$~~13.9~~14.5 million.

If you desire to purchase any items from a supplier who has not previously been approved, you must request in writing the Company's approval of such supplier. ~~Additional suppliers will generally be approved as long as their products equal or exceed the quality~~Quality standards of the ~~approved products.~~ ~~Such quality standards~~requested supplier will be determined solely by the Company. The Company will notify you within 10 days whether the request has been approved or denied. No fee is charged by the Company to approve a supplier. The Company reserves the right not to give approval to an unreasonable number of suppliers for any particular item or service. The Company may revoke approval of any supplier upon written notice to you in the event any supplier fails to continue to meet the Company's standards or specifications. Any purchase by you from an unauthorized supplier may result in the termination of your

Franchise Agreement. Except as specified in the preceding paragraphs, neither the Company nor any affiliate receives any income derived from purchases made by you from approved independent suppliers. Criteria used to determine whether or not a supplier is approved, is not available to you. Approval for certain suppliers can be revoked at the sole discretion of the Company; however, if revoked, the Company will make necessary arrangements for an alternative supplier to have been approved by the Company prior to, or simultaneous with, the revoking of approved supplier.

9. Franchisee’s Obligations.

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

Obligation	Section in Franchise Agreements	Item in Disclosure Document
a. Site selection and acquisition/lease	Section II	Item 11
b. Pre-opening purchases/leases	Sections II	Item 8
c. Site development and other pre-opening requirements	Sections II and V	Items 5, 6, 7 and 11
d. Initial and ongoing training	Sections V and VII	Item 11
e. Opening	Sections II and V	Item 11
f. Fees	Section IV	Items 5 and 6
g. Compliance with standards and policies/Operating Manual	Sections V, VII and VIII	Items 8,11,13 and 16
h. Trademark and proprietary information	Sections IX and X	Items 13 and 14
i. Restrictions on products/services offered	Section VIII	Items 8 and 16
j. Warranty and customer service requirements	Section VIII	Item 11
k. Territorial development and sales quotas	None	None
l. Ongoing product/service purchases	Section VIII	Item 8
m. Maintenance, appearance and remodeling requirements	Sections II, III and VIII	Items 11 and 17
n. Insurance	Section VII	None
o. Advertising	Section VIII	Item 11
p. Indemnification	Sections IX, XIII and XV	Item 13
q. Owner’s participation/management/staffing	Section VII and VIII	Items 11 and 15
r. Records and reports	Sections IV and XI	Item 6
s. Inspections and audits	Sections II, VII, VIII and XI	Items 6 and 11
t. Transfer	Section XIV	Items 6 and 17
u. Renewal	Section III	Items 6 and 17
v. Post-termination obligations	Section XVIII	Item 17
w. Non-competition covenants	Section X	Item 17
x. Dispute resolution	Section XIX	Item 17

10. Financing.

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

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

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

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

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

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

- (1) Provide to you a list of approved suppliers as updated from time to time as the Company deems appropriate (Franchise Agreement, Section ~~VIII~~, page ~~611~~);
- (2) Provide to you the services of one or more representatives for reasonable supervisory assistance, as the Company deems necessary, and guidance in connection with the opening and initial operation of the franchised businesses (Franchise Agreement, Section V, page 6); and
- (3) Provide such additional assistance as deemed necessary by the Company to assist you in meeting the Company's quality control standards (Franchise Agreement, Section V, page 6).

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

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

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

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

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

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

Since the franchise businesses in non-traditional locations are designed to fit in an existing facility or as an extension to an existing business, the franchise business may be opened in as little as two weeks from the time the Franchise Agreement is signed. If remodeling is required to facilitate this addition it may require additional time as dictated by the amount of remodel necessary. This time frame is largely controlled by a

local governmental permitting process and, depending upon the local traditions and policies, it may take longer to open the location after the site is secured.

Training Programs. For non-traditional locations, not later than the opening date of the Noble Roman's, the Manager of your facility must attend and complete, to the Company's satisfaction, the Company's initial on-the-job training program, which is a program consisting of subjects which the Company deems appropriate for operation of the franchised businesses. On-the-job training is conducted at your location over a period of 3 to 7 days. The training is extended, where necessary, in the Company's sole discretion.

The instructors will be officers, employees or agents of the Company and who have the necessary experience to conduct such training, as judged by the Company in its sole discretion. ~~Our instructors have an average of 15 years of experience with the Company and 19 years' experience in the restaurant industry.~~

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

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

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

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

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

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

On-The-Job Training:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction		1.0	Franchisee's location
Dough Handling		5.0	Franchisee's location
Product Preparation		5.0	Franchisee's location
Oven Set-Up		1.0	Franchisee's location
Pan Seasoning		1.0	Franchisee's location
Baking and Serving		8.0	Franchisee's location
Telephone Procedures		1.0	Franchisee's location
Marketing		5.0	Franchisee's location
Review and Questions		3.0	Franchisee's location
Accounting and Ordering		2.0	Franchisee's location

12. Territory.

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

13. Trademarks.

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

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

to the registrations, and, unless otherwise indicated, the registered marks have become incontestable.

Mark	Registration Number	Registration Date
"Noble Roman's"	987,069	June 25, 1974
"Taste A Better Pizza"	1,331,478	April 16, 1985
"The Better Pizza People"	1,920,428	September 19, 1995
"The Pizza Bomb"	1,965,018	April 2, 1996
"Tuscano's Italian Style Subs"	2,979,940	July 26, 2005
"Noble Roman's Bistro"	3,634,645	June 9, 2009
"SuperSlice"	3,717,603	December 1, 2009
"Moble Roman's"	1,362,714	September 24, 1985
"Noble Roman's Pizza Monster"	1,741,904	December 22, 1992
"Noble Roman's Craft Pizza & Pub"	5,262,681	August 8, 2017
"NR CP&P Carpe Pizza"	5,262,682	August 8, 2017

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

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

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

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

14. Patents, Copyrights and Proprietary Information.

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

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

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

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

16. Restrictions on What the Franchisee May Sell.

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

17. Renewal, Termination, Transfer and Dispute Resolution.

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of franchise term	Section III	Term is for 10 years.
b. Renewal or extension of the term	Section III	Upon expiration, if you are in good standing, for a term of five years.
c. Requirements for franchisee to renew or extend	Section III	Advance notice, renewal fee, remodel premises, execute new franchise agreement and release. The new franchise agreement may have materially different terms and conditions than the original agreement.
d. Termination by franchisee	Section XVII	
e. Termination by the franchisor without “cause”	None	
f. Termination by the franchisor with “cause”	Section XVII (See Note 1)	The Company may terminate the Franchise Agreement on immediate notice to you and without giving you any opportunity to cure upon the occurrence of any event of default in Section XVII.A.(3).
g. “Cause” defined – curable defaults	Section XVII	This definition of “cause” includes, among other things, the failure to adhere to certain other provision of Franchise Agreement or the Manuals. See Note 2.
h. “Cause” defined – Non-curable defaults	Section XVII	This definition of “cause” includes, among other things, site not approved, failure to open restaurant timely, sale of unapproved products, abandonment of premises, conviction of a felony, threat or danger to public health, unapproved transfer, failure to pay amounts due within 5 days after notice, violation of confidentiality and non-competition covenants, misuse of trademarks, failure to complete required training programs.
i. Franchisee’s obligations upon	Section XVII and XVIII	Upon termination or non-renewal, you must,

Provision	Section in Franchise Agreement	Summary
termination/non-renewal		among other things, cease operation of the restaurant, cease use of Noble Roman's products, cease use of the trademarks and proprietary information, payment of all amounts due Company, return Manuals, provide Company with required information regarding supplies and operation of the restaurant.
j. Assignment of contract by franchisor	Section XIV	No restriction on the right to assign by Company.
k. "Transfer" by franchisee - defined	Section XIV	Includes transfer of interest in Franchise Agreement, restaurant or franchise.
l. Franchisor approval of transfer by franchisee	Section XIV	Company has the right to approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section XIV	All amounts due Company paid, including the franchise transfer fee of \$2,000, new franchisee approved, signs Franchise Agreements and completes initial training program.
n. Franchisor's right of first refusal to acquire franchisee's business	None	
o. Franchisor's option to purchase franchisee's business	None	
p. Death or disability of franchisee	Section XIV	Survivors must either apply within 90 days of death to continue operation which application is subject to Franchisor's approval or sell the franchise within 180 days in accordance with Section XIV.
q. Noncompetition covenants during the term of the franchise	Section X	No involvement in competing business (retail eating establishment featuring pizza and/or deli sub sandwiches) within a one-mile radius of the location of Franchisee's franchise with certain limited exceptions in the case of a co-brand.
r. Noncompetition covenants after the	Section X	No involvement for a period of two years in

Provision	Section in Franchise Agreement	Summary
franchise is terminated or expires		competing business within a one mile radius of the location of Franchisee's franchise.
s. Modification of the agreement	Section XIX	No modifications unless mutual written agreement but Manuals may be changed unilaterally and at any time by the Company.
t. Integration/merger clause	Section XIX	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	N/A	N/A
v. Choice of forum	Section XIX	Must submit disputes to a court in Indianapolis, Indiana, except as described in Note 4.
w. Choice of law	Section XIX	Indiana law applies, except as described in Note 4.

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

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

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

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

18. Public Figures.

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

19. Financial Performance Representations.

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

We do not make any representations about a Franchisee's future financial performance or past financial performance of Company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations, either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting Paul Mobley, Executive Chairman, 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, phone (317) 634-3377, the Federal Trade Commission and the appropriate state regulatory agencies.

20. Outlets and Franchisee Information.

The Company had 9 full-service franchised Noble Roman's restaurants in 2022, 9 full-service franchised Noble Roman's restaurants in 2021, and 7 full-service franchised Noble Roman's restaurants in 2020 ~~and 4 full-service franchised Noble Roman's restaurants in 2019~~. For Franchised Store Summary for Fiscal Years Ended December 31, 2022, 2021, ~~2020~~ and ~~2019~~2020 of stores opened, closed or transferred, please refer to the following charts for Noble Roman's. All currently open units are located in ~~all 50~~most states, District of Columbia, Dominican Republic and Marshall Islands.

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

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

NOBLE ROMAN'S SYSTEMWIDE OUTLET SUMMARY				
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / 2019				
	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	2,802	2,819	+17
Franchised	2021	2,797	2,802	+5
	2020	2,798	2,797	-1
	2019	2,775	2,798	23
Company-Owned	2022	<u>1</u>	<u>1</u>	<u>0</u>
	2021	1	1	0
	2020	1	1	0
Total Outlets	2022	2,803	2,820	+17
	2019	+	+	0
Total Outlets	2021	2,798	2,803	+5
	2020	2,799	2,798	-1
	2019	2,776	2,799	23

NOBLE ROMAN'S		
Transfers of Outlets from Franchisees to New Owners (other than Franchisor)		
State	Year	Number of Transfers
Indiana	2022	<u>3</u>
	2021	17
	2020	2
	2019	0
California	2021	0
	2020	0
	2019	+
Kentucky	2021	0
	2020	0
	2019	+
Illinois	2022	<u>1</u>
	2021	1
	2020	1
Iowa	2022	1
	2021	0
	2020	0
	2019	0
Tennessee	2022	<u>0</u>
	2021	0
	2020	1
	2019	0
Utah	2021 2022	0
	2020	+
	2019	0
Wisconsin	2021	0

NOBLE ROMAN'S Transfers of Outlets from Franchisees to New Owners (other than Franchisor)		
State	Year	Number of Transfers
	2020	<u>0</u> <u>1</u>
	2019	1
Totals	<u>2022</u>	<u>5</u>
	2021	18
	2020	5
	2019	3

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS FOR FISCAL YEARS ENDED DECEMBER 31, <u>2022</u> / 2021 / 2020 / 2019								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
<u>Alabama</u>	<u>2022</u>	<u>73</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>75</u>
Alabama	2021	72	1	0	0	0	0	73
	2020	71	1	0	0	0	0	72
<u>Alaska</u>	<u>2022</u>	<u>34</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>34</u>
Alaska	2019	71	0	0	0	0	0	71
Alaska	2021	34	0	0	0	0	0	34
	2020	34	0	0	0	0	0	34
	2019	34	0	0	0	0	0	34
Arkansas	<u>2022</u>	<u>25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>
	2021	25	0	0	0	0	0	25
	2020	25	0	0	0	0	0	25
	2019	25	0	0	0	0	0	25
<u>Arizona</u>	<u>2022</u>	<u>22</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>22</u>
Arizona	2021	22	0	0	0	0	0	22
	2020	22	0	0	0	0	0	22
	2019	20	2	0	0	0	0	22
California	<u>2022</u>	<u>278</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>278</u>
	2021	280	1	3	3	0	0	278
	2020	283	2	5	2	0	3	280
	2019	283	1	0	0	0	1	283
Colorado	<u>2022</u>	<u>29</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>29</u>
	2021	29	0	0	0	0	0	29
	2020	29	0	0	0	0	0	29
	2019	29	0	0	0	0	0	29
Connecticut	<u>2022</u>	<u>25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>
	2021	25	0	0	0	0	0	25
	2020	25	0	0	0	0	0	25
	2019	25	0	0	0	0	0	25

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, ~~2022~~ / 2021 / 2020 / ~~2019~~

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
Delaware	2022	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2021	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2019	2	1	0	0	0	0	3
Florida	2021	57	0	<u>05</u>	0	0	<u>05</u>	57 <u>52</u>
	2022							
	2020	54 <u>57</u>	40	10	10	0	0	57
	2019	52 <u>54</u>	24	01	01	0	0	54 <u>57</u>
Georgia	2021	70 <u>69</u>	0	1	<u>10</u>	0	<u>01</u>	69 <u>68</u>
	2022							
	2020	69	1	0	0	0	0	70
	2019	68 <u>70</u>	10	01	01	0	0	69
Hawaii	2021	7	0	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2020	7	0	0	0	0	0	7
	2019	7	0	0	0	0	0	7
Idaho	2022	51	0	0	0	0	0	51
	2021	51	0	0	0	0	0	51
Idaho	2020	51	0	0	0	0	0	51
	2019	51	0	0	0	0	0	51
Illinois	2022	157	2	1	0	0	1	158
	2021	156	3	2	0	0	2	157
Illinois	2020	153	4	1	1	0	0	156
	2019	153	4	1	1	0	0	156
Indiana	2022	402	16	4	3	0	1	414
	2021	396	15	9	4	0	5	402
Indiana	2020	393	10	7	3	0	4	396
	2019	393	10	7	3	0	4	396
Iowa	2022	11	1	0	0	0	0	12
	2021	11	0	0	0	0	0	11
Iowa	2020	11	0	0	0	0	0	11
	2019	11	0	0	0	0	0	11
Kansas	2022	12	0	0	0	0	0	12
	2021	12	0	0	0	0	0	12
Kansas	2020	12	0	0	0	0	0	12
	2019	12	0	0	0	0	0	12

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / ~~2019~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
<u>Kentucky</u>	<u>2022</u>	<u>43</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>45</u>
Kentucky	2021	43	1	1	1	0	0	43
	2020	46	0	3	0	0	3	43
<u>Louisiana</u>	<u>2022</u>	<u>114</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>116</u>
Louisiana	2019	46	0	0	0	0	0	46
Louisiana	2021	111	3	0	0	0	0	114
	2020	111	0	0	0	0	0	111
<u>Maine</u>	<u>2022</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>19</u>
Maine	2019	110	1	0	0	0	0	111
Maine	2021	19	0	0	0	0	0	19
	2020	19	0	0	0	0	0	19
	2019	19	0	0	0	0	0	19
<u>Maryland</u>	<u>2022</u>	<u>21</u>	<u>0</u>	<u>1</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>20</u>
Maryland	2021	22	0	1	0	0	1	21
	2020	22	0	0	0	0	0	22
	2019	23	0	0	1	0	0	22
Massachusetts	<u>2022</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6</u>
	2021	6	0	0	0	0	0	6
	2020	6	0	0	0	0	0	6
	2019	6	0	0	0	0	0	6
Michigan	<u>2022</u>	<u>62</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>62</u>
	2021	62	0	0	0	0	0	62
	2020	62	0	0	0	0	0	62
	2019	61	1	0	0	0	0	62
Minnesota	<u>2022</u>	<u>34</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>34</u>
	2021	34	0	0	0	0	0	34
	2020	34	0	0	0	0	0	34
	2019	34	0	0	0	0	0	34
Mississippi	<u>2022</u>	<u>47</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>48</u>
	2021	46	1	0	0	0	0	47
	2020	46	0	0	0	0	0	46
	2019	43	3	0	0	0	0	46
Missouri	<u>2022</u>	<u>55</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>56</u>
	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
	2019	55	0	0	0	0	0	55
<u>Montana</u>	<u>2022</u>	<u>51</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>51</u>
Montana	2021	51	0	0	0	0	0	51
	2020	51	0	0	0	0	0	51
	2019	51	0	0	0	0	0	51

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / ~~2019~~

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
Nebraska	<u>2022</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
	2021	10	0	0	0	0	0	10
	2020 2019	10 10	0 0	0 0	0 0	0 0	0 0	10 10
<u>Nevada</u>	<u>2022</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
Nevada	2021	28	0	1	0	0	1	27
	2020	29	0	1	0	0	1	28
	2019	29	0	0	0	0	0	29
New Hampshire	<u>2022</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	2021	12	0	0	0	0	0	12
	2020 2019	12 12	0 0	0 0	0 0	0 0	0 0	12 12
New Jersey	<u>2022</u>	<u>35</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>35</u>
	2021	35	0	0	0	0	0	35
	2020	35	0	0	0	0	0	35
2019	34	1	0	0	0	0	35	
New Mexico	<u>2022</u>	<u>24</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>24</u>
	2021	24	0	0	0	0	0	24
	2020	24	0	0	0	0	0	24
<u>New York</u>	<u>2022</u>	<u>54</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>54</u>
New York	2021	54	0	0	0	0	0	54
	2020	54	0	0	0	0	0	54
	2019	55	0	0	0	0	1	54
N. Carolina	<u>2022</u>	<u>25</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>
	2021	25	0	0	0	0	0	25
	2020	26	0	1	1	0	0	25
2019	26	0	0	0	0	0	26	
N. Dakota	<u>2022</u>	<u>20</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>20</u>
	2021	20	0	0	0	0	0	20
	2020	20	0	0	0	0	0	20
2019	20	0	0	0	0	0	20	
<u>Ohio</u>	<u>2022</u>	<u>113</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>116</u>
Ohio	2021	113	0	0	0	0	0	113
	2020	114	0	1	1	0	0	113
<u>Oklahoma</u>	<u>2022</u>	<u>101</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>101</u>
Oklahoma	2021	101	0	0	0	0	0	101
	2020	101	0	0	0	0	0	101
	2019	101	0	0	0	0	0	101

NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / ~~2019~~

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
<u>Oregon</u>	<u>2022</u>	<u>55</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>55</u>
Oregon	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
	2019	55	0	0	0	0	0	55
Pennsylvania	<u>2022</u>	<u>63</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>63</u>
	2021	63	0	0	0	0	0	63
	2020	63	0	0	0	0	0	63
	2019	63	0	0	0	0	0	63
Rhode Island	<u>2022</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	2021	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
S. Carolina	<u>2022</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>12</u>
	2021	12	0	0	0	0	0	12
	2020	13	0	1	1	0	0	12
	2019	13	0	0	0	0	0	13
S. Dakota	<u>2022</u>	<u>11</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
	2021	11	0	0	0	0	0	11
	2020	11	0	0	0	0	0	11
	2019	11	0	0	0	0	0	11
Tennessee	<u>2022</u>	<u>46</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>46</u>
	2021	46	0	0	0	0	0	46
	2020	46	0	0	0	0	0	46
	2019	46	0	0	0	0	0	46
<u>Texas</u>	<u>2022</u>	<u>154</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>152</u>
Texas	2021	154	0	0	0	0	0	154
	2020	154	0	0	0	0	0	154
<u>Utah</u>	<u>2022</u>	<u>55</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>55</u>
	2019	156	1	0	2	0	1	154
Utah	2021	55	0	0	0	0	0	55
	2020	55	0	0	0	0	0	55
	2019	55	0	0	0	0	0	55
Vermont	<u>2022</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
	2021	4	0	0	0	0	0	4
	2020	4	0	0	0	0	0	4
	2019	4	0	0	0	0	0	4
Virginia	<u>2022</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>
	2021	27	0	1	0	0	1	26
	2020	27	0	0	0	0	0	27
	2019	27	0	0	0	0	0	27

**NOBLE ROMAN'S STATUS OF FRANCHISED/LICENSED OUTLETS
FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / ~~2019~~**

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at End of the Year
Washington	<u>2022</u>	<u>85</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>85</u>
	2021	85	0	0	0	0	0	85
	2020	86	0	1	0	0	1	85
	2019	86	0	0	0	0	0	86
W. Virginia	<u>2022</u>	<u>27</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>27</u>
	2021	27	0	0	0	0	0	27
	2020	28	0	1	1	0	0	27
	2019	28	0	0	0	0	0	28
Wisconsin	<u>2022</u>	<u>99</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>99</u>
	2021	99	0	0	0	0	0	99
	2020	99	0	0	0	0	0	99
	2019	99	0	0	0	0	0	99
<u>Wyoming</u>	<u>2022</u>	<u>14</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>14</u>
Wyoming	2021	14	0	0	0	0	0	14
	2020	14	0	0	0	0	0	14
	2019	14	0	0	0	0	0	14
<u>D.C.</u>	<u>2022</u>	<u>15</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>
D.C.	2021	15	0	0	0	0	0	15
	2020	15	0	0	0	0	0	15
	2019	15	0	0	0	0	0	15
The Dominican Republic	<u>2022</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
	2021	3	0	0	0	0	0	3
	2020	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Marshall Islands	<u>2022</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
	2021	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
<u>TOTALS</u>	2019	2,803	030	014	04	0	010	2,819
TOTALS	2021	2,797	<u>2425</u>	19	9	0	10	2,802 <u>2,803</u>
	2020	2,798	22	23	11	0	12	2,797
	2019	2,775	35	0	7	0	5	2,798

The name and last known address of the franchisees who voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year is attached as Exhibit F. If you buy this franchise, your contact information may be disclosed in the future to other buyers when you leave the franchise system. In some instances, former franchisees sign provisions restricting their ability to speak openly about their experience with Noble Roman's. The Company has entered into approximately 10 of these agreements during the last three years. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

NOBLE ROMAN'S STATUS OF COMPANY-OWNED OUTLETS FOR FISCAL YEARS ENDED DECEMBER 31, 2022 / 2021 / 2020 / 2019							
State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Indiana	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2019	0	0	0	0	0	0
North Carolina	2021	0	0	0	0	0	0
	2020	0	0	0	0	0	0
	2019	0	0	0	0	0	0
Virginia	<u>2022</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	2021	1	0	0	0	0	1
	2020	1	0	0	0	0	1
<u>TOTAL</u>	2019 <u>202</u> <u>2</u>	1	0	0	0	0	1
TOTAL	2021	1	0	0	0	0	1
	2020	1	0	0	0	0	1
	2019	1	0	0	0	0	1

PROJECTED OPENINGS OF NOBLE ROMAN'S PIZZA OUTLETS AS OF DECEMBER 31, 2021 2023			
State	Franchise/License Agreements Signed But Store Not Open	Projected Franchised/Licensed New Stores in the Next Fiscal Year (2021)	Projected Company-Owned Openings in Next Fiscal Year
Alabama	0 <u>3</u>	2 <u>7</u>	0
California	1 <u>0</u>	3	0
Florida	0	1 <u>3</u>	0
<u>Georgia</u>	<u>1</u>	<u>3</u>	<u>0</u>
Illinois	0	1 <u>4</u>	0
Indiana	5 <u>4</u>	1 <u>6</u> <u>10</u>	0
Kentucky	0 <u>1</u>	2	0
Louisiana	2 <u>1</u>	1 <u>4</u>	0
Massachusetts	1	1	0
Mississippi	1 <u>0</u>	0 <u>1</u>	0
Ohio	0 <u>1</u>	2 <u>5</u>	0
<u>Texas</u>	<u>1</u>	<u>4</u>	<u>0</u>
South Carolina	1	0	0
Wisconsin	0	0 <u>3</u>	0
TOTALS	11 <u>13</u>	29 <u>50</u>	0

21. Financial Statements.

Attached to this Disclosure Document as Exhibit “B” are audited consolidated balance sheets of Noble Roman’s, Inc. as of December 31, ~~2020~~2021 and ~~2021~~2022 and audited statements of operations, stockholders’ equity and cash flows for each of the years ending December 31, ~~2019~~, 2020, 2021 and ~~2021~~2022.

22. Contracts.

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

23. Receipts.

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

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Illinois	
Indiana	
Maryland	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Document comparison by Workshare Compare on Sunday, April 30, 2023
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Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116553/2
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Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780266/1
Description	#29780266v1<ss-dms.vlawnet.com> - FDD - 2023 - WISCONSIN - 4-27-23
Rendering set	MS Word Proof

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	574
Deletions	629
Moved from	1
Moved to	1
Style changes	0
Format changes	0

Total changes	1205
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EXHIBIT A

NOBLE ROMAN'S FRANCHISE AGREEMENT



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

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, ~~2022~~2023, by and between Noble Roman's, Inc., an Indiana corporation ("Franchisor") and _____ ("Franchisee").

RECITALS:

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

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

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

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

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

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

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

SECTION I - GRANT.

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

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

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

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

SECTION II - PLANS AND CONSTRUCTION.

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

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

C. Franchisee acknowledges that time is of the essence. Subject to Franchisee's compliance with the conditions stated below, Franchisee shall open the Noble Roman's Pizza and commence business within ___ days after the execution of this Agreement, unless Franchisee obtains an extension of such time period from Franchisor in writing. Franchisor

will not unreasonably withhold approval of one or more thirty (30) day extensions in the event of delay(s) due to circumstances beyond Franchisee's control. Prior to opening, Franchisee shall complete all exterior and interior preparations for the Noble Roman's Pizza, including installation of equipment, fixtures, furnishings, interior decor and signs, pursuant to the plans and specifications specified by Franchisor, and shall comply with all other pre-opening obligations of Franchisee, including, but not limited to, those obligations described in Section VII, to Franchisor's satisfaction. If Franchisee fails to comply with any of such obligations, Franchisor shall have the right to prohibit Franchisee from commencing business. Franchisee's failure to open the Noble Roman's Pizza and commence business in accordance with the foregoing shall be deemed a material event of default under this Agreement.

SECTION III - TERM AND RENEWAL.

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

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

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

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

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

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

(5) Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Location or obtain Franchisor's approval of a new site for the operation of the Franchised Business for the duration of the renewal term of this Agreement;

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

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

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

SECTION IV - FEES.

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

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

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

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

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

(2) Franchisee shall report its Gross Sales by facsimile transmission or, if not reasonably available, by telephone, or by such other method as Franchisor may reasonably direct, by noon on Monday (Eastern Standard Time) ("Due Date") after the end of each week or at such other times as are established by Franchisor in its sole discretion. Franchisor will then deposit or transfer the reported amounts due into its own account, using the Franchisee's pre-authorized checks agreement. If any draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay the resulting bank fees imposed on Franchisor plus a \$25 administrative fee.

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

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

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

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

SECTION V - FRANCHISOR'S OBLIGATIONS.

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

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

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

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

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

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

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

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

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

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

B. Franchisor represents and warrants that Franchisor has full right and power under its bylaws and certificate of incorporation to grant Franchisee the franchise as contemplated herein and perform the same and that the execution of this Agreement by Franchisor does not

infringe upon or constitute a default under any agreement or covenant to which Franchisor is a party or violate or conflict with any law or regulation by which Franchisor is bound.

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

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

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

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

(3) Defend the Marks.

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

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

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

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

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

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

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

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

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

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

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

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

C. Management of the Noble Roman's Pizza.

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

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

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

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

SECTION VIII - FRANCHISED BUSINESS OPERATIONS.

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

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

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

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

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

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

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

(3) To maintain an adequate inventory of all perishable items, non-perishable items and frozen products used in the operation of the Franchised Business, and to use and sell at all times only such food and beverage items, ingredients, products, materials, supplies and paper goods that are in strict conformity to Franchisor's standards and specifications; to prepare all menu items in accordance with Franchisor's recipes and procedures for preparation contained in the Manuals or other written directives, including, but not limited to, the prescribed measurements of ingredients; and to refrain from deviating from Franchisor's standards and specifications by the use or offer of nonconforming items or differing amounts of any items, without Franchisor's prior written consent.

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

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

(6) To grant Franchisor and its agents the right to enter upon Noble Roman's Pizza premises at any reasonable time for the purpose of conducting inspections; to cooperate with Franchisor's representatives in such inspections by rendering such assistance as they may reasonably request; to permit representatives to view and print and/or copy POS or other reports, invoices, receipts and other materials as they relate to the Noble Roman's Pizza, and to permit representatives of Franchisor to take photographs, movies or videotapes of Noble Roman's Pizza and to interview employees and customers of Noble Roman's Pizza; provided, however, that such activities by Franchisor shall be conducted in a manner so as to minimize

any disruption to the Noble Roman's Pizza. The Franchisor shall have the exclusive right to use any photograph, movie, videotape, or other material prepared in connection with an inspection of the Noble Roman's Pizza, and shall have no obligation to obtain Franchisee's permission, or to compensate Franchisee in any manner, in connection with the use of such materials for advertising, training or other purposes. Upon notice from Franchisor or its agents and without limiting Franchisor's other rights under this Agreement, Franchisee shall take steps as may be necessary to correct immediately any deficiencies detected during any such inspection.

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

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

F. Franchisee acknowledges and agrees that Franchisor and its affiliates have developed and may develop for use in the System certain products which are prepared from highly confidential secret recipes and which are trade secrets of Franchisor, including, without limitation, pizza dough, sauce, cheese and breadsticks, as well as any other secret recipe products now or hereafter designated in the Manuals. Because of the importance of quality and uniformity of production and the significance of such products in the System, it is to the mutual benefit of the parties that Franchisor closely control the production and distribution of such products. Accordingly, Franchisee agrees that Franchisee shall use only Franchisor's designated products and shall purchase solely from Franchisor or Franchisor's suppliers all of Franchisee's requirements for such products. Franchisee's use of such products is limited to this Location only.

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

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

I. Franchisee acknowledges and agrees that Franchisee may not offer or advertise home delivery service without the express written approval of Franchisor. If Franchisor approves Franchisee's offering home delivery, Franchisee acknowledges and agrees that Franchisor shall have the right to limit or restrict the area to which Franchisee

may offer or advertise home delivery and Franchisee shall strictly adhere to Franchisor's policies and procedures concerning home delivery including, but not limited to, insurance requirements.

SECTION IX - MARKS.

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

B. Franchisee expressly understands and acknowledges that:

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

(2) Franchisee shall not take any action that would prejudice or interfere with the validity of Franchisor's rights with respect to the Marks. Nothing in this Agreement shall give the Franchisee any right, title, or interest in or to any of the Marks or any of Franchisor's service marks, trademarks, trade names, trade dress, logos, copyrights or proprietary materials, except the right to use the Marks and the System in accordance with the terms and conditions of this Agreement for the operation of the Noble Roman's Pizza and only at or from the Location or in approved advertising related to the Noble Roman's Pizza.

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

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

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

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

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

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

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

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

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

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

E. Franchisee acknowledges and agrees that certain portions of Noble Roman's Pizza decor and design constitute unique and protectable images to the consumer identified with Franchisor, which are a part of the goodwill associated with the System. Franchisee agrees the usage of such decor and design elements shall inure to the exclusive benefit of Franchisor. This

Agreement does not grant any ownership or other interest in Noble Roman's Pizza decor and design elements to Franchisee.

SECTION X - CONFIDENTIALITY AND NON-COMPETITION COVENANTS.

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

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

(3) The Manuals, written directives, other manuals and materials and any other confidential communications provided or approved by Franchisor shall at all times remain the sole property of Franchisor, shall at all times be kept in a secure place on the Franchised Business premises, and shall be returned to Franchisor immediately upon request or upon termination or expiration of this Agreement.

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

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

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

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

B. Neither Franchisee nor any Principal shall, during the term of this Agreement or thereafter, communicate, divulge or use for the benefit of any other person, persons, partnership, association or corporation and, following the expiration or termination of this

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

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

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

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

(1) With respect to Franchisee, during the term of this Agreement except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly,

for themselves or through, on behalf of or in conjunction with any person, partnership, corporation or other entity or association:

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

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

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

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

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

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

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

(a) Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set

forth in this Section X.C, or any portion thereof, without their consent, effective immediately upon notice to Franchisee; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section XIX.B hereof.

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

XI - BOOKS AND RECORDS.

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

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

(1) Upon request, Franchisee shall, at Franchisee's expense, submit to Franchisor Franchisee's monthly sales tax report for the Franchised Business within twenty (20) days after the end of each requested month.

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

D. Franchisee understands and agrees that the receipt or acceptance by Franchisor of any of the statements furnished or royalties paid to Franchisor (or the cashing of any royalty checks) shall not preclude Franchisor from questioning the correctness thereof

at any time and, in the event that any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified by the Franchisee and the appropriate payment shall be made by the Franchisee.

SECTION XII [This Section Has Been Reserved]

SECTION XIII - DEBTS AND TAXES.

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

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

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

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

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

SECTION XIV - TRANSFER OF INTEREST.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XV - INDEMNIFICATION.

A. Franchisee shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its affiliates, successors and assigns and the officers, directors, shareholders, partners, agents, representatives, independent contractors,

servants and employees of each of them ("Indemnities"), from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal) or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following:

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

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

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

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

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

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

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

SECTION XVI - RELATIONSHIP OF THE PARTIES.

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

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

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

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

SECTION XVII - TERMINATION.

A. (1) Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Agreement is a material and essential obligation of Franchisee; that nonperformance of such obligations will adversely and substantially affect the Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

(2) Except as otherwise provided by law, Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or makes a general assignment for the benefit of creditors; or if Franchisee files a voluntary petition under any section or chapter of federal bankruptcy law or under any similar law or statute of the United States or any state thereof, or admits in writing its inability to pay its debts when due; or if Franchisee is adjudicated a bankrupt or insolvent in proceedings filed against Franchisee under any section or chapter of federal bankruptcy laws or under any similar law or statute of the United States

or any state; or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Franchisee is dissolved; or if execution is levied against Franchisee's business or property; or if suit to foreclose any lien or mortgage against the Noble Roman's Pizza premises or equipment is instituted against Franchisee and not dismissed within thirty (30) days; or if the real or personal property of Franchisee's Noble Roman's Pizza shall be sold after levy thereupon by any sheriff, marshal or constable.

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

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

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

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

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

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

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

(g) If Franchisee or any of the Principals is convicted of, or has entered a plea of nolo contendere to, a felony, a crime involving moral

turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interests therein;

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

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

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

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

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

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

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

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

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

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

B. Except as provided in Sections XVII.A(2) and (3) of this Agreement, upon any default by Franchisee which is susceptible of being cured, Franchisor may terminate this

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

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

SECTION XVIII - POST-TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XIX - MISCELLANEOUS.

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

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

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

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

C. No delay, waiver, omission or forbearance on the part of a party to exercise any right, option, duty or power arising out of any breach or default by the other party or the Principals under this Agreement shall constitute a waiver by the non-breaching party to enforce any such right, option, duty or power against the breaching party, or as to subsequent breach or default by the breaching party. Acceptance by Franchisor of any payments due to it hereunder subsequent to the time at which such payments are due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee or the Principals of any terms, provisions, covenants or conditions of this Agreement.

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

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

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

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

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

I. The captions used in connection with the sections and subsections of this Agreement are inserted only for purpose of reference. Such captions shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof nor shall such captions otherwise be given any legal effect.

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

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

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

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

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

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

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

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

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

SECTION XX - ACKNOWLEDGMENTS.

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

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

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

FRANCHISOR:

Noble Roman's, Inc.,
an Indiana Corporation

ATTEST:

Witness

By: _____
Name: Paul W. Mobley
Title: Chairman

FRANCHISEE:

ATTEST:

Witness

By: _____
Name: _____
Title: _____

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

Franchisee: _____
Date: _____

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EXHIBIT B

FINANCIALS

~~PART I~~ FINANCIAL INFORMATION

~~ITEM 1. Financial Statements~~

The following audited condensed consolidated financial statements are included herein:

Report of Independent Registered Public Accounting Firm

Consolidated balance sheets for December 31, ~~2020~~2021 and ~~2021~~2022.

Consolidated statements of operations for the twelve month periods ended
December 31, ~~2019~~, 2020, 2021 and ~~2021~~2022.

Consolidated statements of changes in stockholders' equity for the twelve-month
periods ended December 31, ~~2019~~, 2020, 2021 and ~~2021~~2022.

Consolidated statements of cash flows for the twelve month periods ended
December 31, ~~2019~~, 2020, 2021 and ~~2021~~2022.

Notes to consolidated financial statements.

Report of Independent Registered Public Accounting Firm

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

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Noble Roman's, Inc. and subsidiaries (the "Company") as of December 31, 2021 and 2020, the related consolidated statements of operations, changes in stockholders' equity and cash flows for each of the three years in the period ended December 31, 2021, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

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

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

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken

~~as a whole, and we are not, by communicating the critical audit matter below, providing separate opinions on the critical audit matter or on the accounts or disclosures to which it relates.~~

~~Valuation of Deferred Tax Assets~~

~~As described in Notes 1 and 6 to the consolidated financial statements, the Company's deferred tax asset was \$3.2 million at December 31, 2021.~~

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

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

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

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

~~/s/ Somerset CPA's, P.C~~

~~Indianapolis, Indiana
March 22, 2022~~

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

	Assets	December 31,		
		<u>2020</u>	<u>2021</u>	<u>2022</u>
Current assets:				
Cash		\$ 1,194,363	\$ 1,263,513	<u>\$ 785,522</u>
Accounts receivable - net		<u>879,502</u>	904,474	<u>824,091</u>
Inventories		<u>890,556</u>	994,085	<u>997,868</u>
Prepaid expenses		<u>395,918</u>	415,309	<u>424,822</u>
Total current assets		<u>3,360,339</u>	<u>3,577,381</u>	<u>3,032,303</u>
Property and equipment:				
Equipment		<u>3,708,689</u>	4,216,246	<u>4,351,558</u>
Leasehold improvements		<u>2,319,445</u>	3,065,644	<u>3,116,030</u>
Construction and equipment in progress		<u>510,225</u>	235,051	<u>63,097</u>
		<u>6,538,359</u>	7,516,941	<u>7,530,685</u>
Less accumulated depreciation and amortization		<u>1,989,209</u>	2,366,927	<u>2,817,477</u>
Net property and equipment		<u>4,549,150</u>	5,150,014	<u>4,713,208</u>
Deferred tax asset		<u>3,104,904</u>	3,232,406	<u>3,374,841</u>
Deferred contract costs		<u>834,018</u>	810,044	<u>934,036</u>
Goodwill		<u>278,466</u>	278,466	<u>278,466</u>
Operating lease right of use assets		<u>6,088,101</u>	6,003,044	<u>5,660,155</u>
Other assets including long-term portion of accounts receivable - net		<u>201,962</u>	324,402	<u>350,189</u>
Total assets		<u>\$ 18,416,940</u>	<u>\$ 19,375,757</u>	<u>\$ 18,343,198</u>
Liabilities and Stockholders' Equity				
Current liabilities:				
Accounts payable and accrued expenses		\$ 878,099	\$ 919,157	<u>\$ 650,582</u>
Current portion of operating lease liability		<u>412,005</u>	656,146	<u>799,164</u>
Current portion of Corbel loan payable			-	<u>866,667</u>
Total current liabilities		<u>1,290,104</u>	<u>1,575,303</u>	<u>2,316,413</u>
Long-term obligations:				
Loan payable to Corbel <u>net of current portion</u>		<u>7,468,709</u>	7,898,941	<u>7,470,900</u>
Corbel warrant value		<u>29,037</u>	29,037	<u>29,037</u>
Convertible notes payable		<u>574,479</u>	597,229	<u>622,864</u>
Operating lease liabilities – net of current portion		<u>5,863,615</u>	5,570,639	<u>5,103,286</u>
Deferred contract income		<u>834,018</u>	810,044	<u>934,036</u>
Total long-term liabilities		<u>14,769,858</u>	<u>14,905,890</u>	<u>14,160,123</u>
Stockholders' equity:				
Common Stock – no par value (40,000,000 shares authorized, 22,215,512 issued and outstanding as of December 31, 2020 <u>2021</u> and December 31, 2021 <u>2022</u>)		<u>24,763,447</u>	24,791,568	<u>24,819,736</u>
Accumulated deficit		<u>(22,406,469)</u>	(21,897,004)	<u>(22,953,074)</u>
Total stockholders' equity		<u>2,356,978</u>	<u>2,894,564</u>	<u>1,866,662</u>
Total liabilities and stockholders' equity		<u>\$ 18,416,940</u>	<u>\$ 19,375,757</u>	<u>\$ 18,343,198</u>

See accompanying notes to consolidated financial statements.

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

	Year Ended December 31,			
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Restaurant revenue - company-owned restaurants	-\$4,830,199	\$ 6,209,279	\$ 8,939,569	<u>\$ 9,704,169</u>
Restaurant revenue - company-owned non-traditional	673,647	470,846	485,595	<u>712,517</u>
Franchising revenue	6,162,576	4,841,229	4,444,826	<u>4,002,824</u>
Administrative fees and other	38,202	14,310	14,898	<u>33,255</u>
Total revenue	11,704,624	11,535,664	13,884,888	<u>14,452,765</u>
Operating expenses:				
Restaurant expenses - company-owned restaurants	4,250,406	4,938,133	7,224,833	<u>8,516,405</u>
Restaurant expenses - company-owned non-traditional	626,453	447,040	466,469	<u>704,665</u>
Franchising expenses	2,092,001	1,736,870	1,810,363	<u>2,185,751</u>
Total operating expenses	6,968,860	7,122,043	9,501,665	<u>11,406,821</u>
Depreciation and amortization	382,793	382,368	848,913	<u>450,550</u>
General and administrative	1,739,383	1,717,209	1,790,722	<u>2,167,678</u>
Total expenses	9,091,036	9,221,620	12,141,300	<u>14,025,049</u>
Operating income	2,613,588	2,314,044	1,743,588	<u>427,716</u>
Interest expense	774,565	1,914,344	1,361,625	<u>1,626,221</u>
Adjust valuation of receivables	1,300,000	4,941,718	-	<u>-</u>
Net (loss) income before income taxes	539,023	(4,542,018)	381,963	<u>(1,198,505)</u>
Income tax expense (benefit)	917,088	839,928	(127,502)	<u>(142,435)</u>
Net (loss) income	\$(378,065)	\$(5,381,946)	\$509,465	<u>\$ (1,056,070)</u>
Income (loss) per share - basic:				
Net income <u>Net income</u> (loss)	\$(.02)	\$ (.24)	\$.02	<u>\$(.05)</u>
Weighted average number of common shares outstanding	22,052,859	22,215,512	22,215,512	<u>22,215,512</u>
Diluted income (loss) per share:				
Net income (loss) (1)	\$(.02)	\$ (.24)	\$.02	<u>\$(.05)</u>
Weighted average number of common shares outstanding	23,315,695	23,465,512	23,641,678	<u>23,512,550</u>

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

See accompanying notes to consolidated financial statements.

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

	<u>Shares</u>	<u>Amount</u>	<u>Deficit</u>	<u>Total</u>
Balance at December 31,	<u>21,783,131</u>	<u>\$24,739,482</u>	<u>\$(16,594,146)</u>	<u>\$8,145,336</u>
20182019	<u>22,215,512</u>	<u>24,858,311</u>	<u>17,024,523</u>	<u>7,833,788</u>
	<u>2</u>			
2019 net loss			(378,065)	(378,065)
Adjustment for the adoption of —ASU 2016-02 accounting for leases			(52,312)	(52,312)
Amortization of value of —stock options		18,829		18,829
Cashless exercise of warrants	232,381			
Conversion of convertible notes to Common Stock	<u>200,000</u>	<u>100,000</u>	<u>—————</u>	<u>100,000</u>
Balance at December 31, 2019	<u>22,215,512</u>	<u>\$24,858,311</u>	<u>\$(17,024,523)</u>	<u>\$7,833,788</u>
2020 net loss			(5,381,946)	(5,381,946)
Write-off unamortized closing to sub-debt that was converted		(116,400)		(116,400)
Amortization of value of stock options	—	21,536	—	21,536
Balance at December 31, 2020	<u>22,215,512</u>	<u>\$24,763,447</u>	<u>\$(22,406,469)</u>	<u>\$2,356,978</u>
2021 net income			509,465	509,465
Amortization of value of stock options	—	28,121	—	28,121
Balance at December 31, 2021	<u>22,215,512</u>	<u>\$24,791,568</u>	<u>\$(21,897,004)</u>	<u>\$2,894,564</u>
2022 net loss			(1,056,070)	(1,056,070)
Amortization of value of stock options	—	28,168	—	28,168
Balance at December 31, 2022	<u>22,215,512</u>	<u>24,819,736</u>	<u>\$(22,953,074)</u>	<u>\$1,866,662</u>

See accompanying notes to consolidated financial statements.

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

Year ended December 31,

OPERATING ACTIVITIES

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Net income (loss)	\$(378,065)	\$ (5,381,946)	\$ 509,465	<u>\$ (1,056,070)</u>
Adjustments to reconcile net income (loss) to net cash provided (used) by operating activities:				
Depreciation and amortization	469,804	1,433,295	1,330,017	<u>942,977</u>
Amortization of lease cost in excess of cash paid	134,545	46,994	36,223	<u>18,552</u>
Deferred income taxes	917,088	839,928	(127,502)	<u>(142,435)</u>
Changes in operating assets and liabilities				
(Increase) decrease in:				
Accounts receivable	(377,151)	(98,388)	(24,971)	<u>80,384</u>
Inventories	82,123	(9,896)	(103,530)	<u>(3,783)</u>
Prepaid expenses	(96,392)	189,884	(19,391)	<u>(9,514)</u>
Other assets including long-term portion of accounts receivable	548,648	4,508,836	(122,440)	<u>122,804</u>
Increase (decrease) in:				
Accounts payable and accrued expenses	207,745	147,040	41,058	<u>76,669</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,508,345</u>	<u>1,675,747</u>	<u>1,518,929</u>	<u>29,584</u>

INVESTING ACTIVITIES

Purchase of property and equipment	(289,351)	(2,084,710)	(1,449,779)	<u>(507,575)</u>
NET CASH USED BY INVESTING ACTIVITIES	<u>(289,351)</u>	<u>(2,084,710)</u>	<u>(1,449,779)</u>	<u>(507,575)</u>

FINANCING ACTIVITIES

Payment of principal on First Financial Bank loan	(998,271)	(4,379,024)	-	-
Payment of principal on convertible notes	-	(1,275,000)	-	-
Net proceeds from new financings net of closing costs	-	7,039,218	-	-
Lease liabilities	(78,785)	-	-	-
NET CASH (USED) PROVIDED BY FINANCING ACTIVITIES	<u>(1,077,056)</u>	<u>1,385,194</u>	<u>-</u>	<u>-</u>

Increase (decrease) in cash	141,938	976,231	69,150	<u>(477,991)</u>
Cash at beginning of year	76,194	218,132	1,194,363	<u>1,263,513</u>
Cash at end of year	<u>\$ 218,132</u>	<u>\$ 1,194,363</u>	<u>\$ 1,263,513</u>	<u>\$ 785,522</u>

Supplemental Schedule of Non-Cash Investing and Financing Activities:

~~During 2019, holders of \$100,000 principal amount of Notes converted the Notes to 200,000 shares of Common Stock, in accordance with the terms of the Notes.~~

~~During 2019, options to purchase 1,080,000 shares at \$0.63 and at \$0.70 per share were exercised and the holders received 232,381 shares of Common Stock, pursuant to the cashless exercise of the options~~

None.

See accompanying notes to consolidated financial statements.

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

Note I: Summary of Significant Accounting Policies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Debt Issuance Costs: Debt issuance cost is presented on the balance sheet as a direct reduction from the carrying amount of the associated liability. Debt issuance costs are amortized to interest expense ratably over the term of the applicable debt. The unamortized debt issuance cost at December 31, ~~2021~~2022 was \$~~574,776~~371,920.

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

determination is made. There are inherent uncertainties related to these factors and management's judgment is involved in performing goodwill and other intangible assets valuation analysis, thus there is risk that the carrying value of goodwill and other intangible assets may be overstated or understated. The Company has elected to perform the annual impairment assessment of recorded goodwill as of the end of the Company's fiscal year. The results of this annual impairment assessment indicated that the fair value of the reporting unit as of December 31, ~~2021~~2022, exceeded the carrying or book value, including goodwill, and therefore recorded goodwill was not subject to impairment.

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

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

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

U.S. generally accepted accounting principles require the Company to examine its tax positions for uncertain positions. Management is not aware of any tax positions that are more likely than not to change in the next 12 months, or that would not sustain an examination by applicable taxing authorities. The Company's policy is to recognize penalties and interest as incurred in its Consolidated Statements of Operations. None were included for the years ended December 31, ~~2019~~, ~~2020~~and, ~~2021~~and 2022. The Company's federal and various state income tax returns for ~~2018~~2019 through

~~2020~~2021 are subject to examination by the applicable tax authorities, generally for three years after the later of the original or extended due date.

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

The following table sets forth the calculation of basic and ~~diluted~~loss per share for the year ended December 31, 2019:—

	Income (Numerator)	Shares (Denominator)	Per Share Amount
Net loss per share—basic			
Net loss	\$ (378,605)	22,052,859	\$ (.02)
Effect of dilutive securities			
— Options	-	12,836	
— Convertible Notes	62,500	1,250,000	
Diluted net loss per share			
Net loss (1)	\$ (316,105)	23,315,695	\$ (.02)

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

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

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

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

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

	Income (Numerator)	Shares (Denominator)	Per Share Amount
Net income per share — basic			
Net income	\$ 509,465	22,215,512	\$.02

Effect of dilutive securities

Options	-	176,166	
Convertible Notes	<u>62,500</u>	<u>1,250,000</u>	
Diluted net loss per share			
Net income	\$ 571,965	23,641,678	\$.02

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

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

Subsequent Events: The Company evaluated subsequent events through the date the consolidated statements were issued and filed with the Annual Report on Form 10-K. ~~No subsequent event required recognition or disclosure.~~

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

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

During the first quarter 2023 the Company has determined that it is entitled to an ERC of \$1.718 million and has submitted amended federal Form 941 returns claiming that refund. The

ERC refund is treated as a government grant reducing appropriate expenses for the \$1.718 million less expenses for applying for the refund of \$258,000 or a net of \$1.460 million.

Note 2: Accounts Receivable

At December 31, ~~2020~~2021 and ~~2021~~2022, the carrying value of the Company's accounts receivable has been reduced to anticipated realizable value. As a result of this reduction of carrying value, the Company anticipates that substantially all of its net receivables reflected on the Consolidated Balance Sheet as of December 31, ~~2020~~2021 and ~~2021~~2022 will be collected.

Other assets, as of December 31, ~~2021~~2022, include security deposit and cash value of life insurance.

Note 3: Notes Payable

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

The Senior Note bears cash interest of LIBOR, as defined in the Agreement, plus 7.75%. In addition, the Senior Note requires payment-in-kind interest ("PIK Interest") of 3% per annum, which is being added to the principal amount of the Senior Note. Interest is payable in arrears on the last calendar day of each month. ~~The Senior Note matures on February 7, 2025. The Senior Note does not require any fixed monthly payments of principal in the amount of \$33,333 begin and continue until February 28, 2023, at which time required monthly payments of principal in the amount of \$33,333 begin and continue and beginning in March 2023 principal payments of \$83,333 per month continuing until maturity. The Senior Note requires. At the end of the third quarter 2022, the Company to make additional entered into an amendment to the Senior Note agreement changing the required payments on the of principal balance of the Senior Note based on its consolidated excess cash flow, as defined in the Agreement beginning in March 2023 from \$33,333 per month to \$83,333 per month in exchange for lowering the financial covenants and eliminating the excess cash flow requirement. In addition, when LIBOR is phased out it will be replaced with SOFR.~~

In conjunction with the borrowing under the Senior Note, the Company issued to the Purchaser a warrant (the "Corbel Warrant") to purchase up to 2,250,000 shares of Common Stock. The Corbel Warrant entitles the Purchaser to purchase from the Company, at any time or from time to time: (i) 1,200,000 shares of Common Stock at an exercise price of \$0.57 per share ("Tranche 1"), (ii) 900,000 shares of Common Stock at an exercise price of \$0.72 per share ("Tranche 2"), and (iii) 150,000 shares of Common Stock at an exercise price of \$0.97 per share ("Tranche 3"). The Purchaser is required to exercise the Corbel Warrant with respect to Tranche 1 if the Common Stock is trading at \$1.40 per share or higher for a specified period, and is further required to exercise the Corbel Warrant with respect to Tranche 2 if the Common Stock is trading at \$1.50 per share or higher for a specified period.

Cashless exercise of the Corbel Warrant is only permitted with respect to Tranche 3. The Purchaser has the right, within six months after the issuance of any shares under the Corbel Warrant, to require the Company to repurchase such shares for cash or for Put Notes, at the Company's discretion. The Corbel Warrant expires on the sixth anniversary of the date of its issuance.

At December 31, ~~2021~~2022, the balance of the Senior ~~Note was~~Note was comprised of:

Principal Due	\$8,474,985 <u>8,736,388</u>
Unamortized Loan Closing Cost	547,007 <u>369,784</u>
Carrying Value	\$7,927,978 <u>8,367,604</u>

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

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

The Warrants issued with the Notes provide for an exercise price of \$1.00 per share of Common Stock (subject to anti-dilution adjustments). As a result of the February 7, 2020 financing with Corbel, the Warrants adjusted to \$0.57 per share. All warrants were canceled with the repayment of the Notes except Warrants issued with \$775,000 principal amount of Notes that were extended to the new maturity of January 31, 2023. After January 31, 2023, only the Warrants associated with \$475,000 principal Notes that were extended are outstanding. Subject to certain limitations, the Company may redeem the outstanding Warrants at a price of \$0.001 per share of Common Stock subject to the

Warrant upon 30 days' notice if the daily average weighted trading price of the Common Stock equals or exceeds \$2.00 per share for a period of 30 consecutive trading days.

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

At December 31, ~~2021~~2022, the balance of the Notes is comprised of:

Face Value	\$ 625,000
Unamortized OID	27,771 <u>2,136</u>
Carrying Value	\$ 597,229 <u>622,864</u>

Total cash and non-cash interest accrued on the Company's indebtedness in ~~2021~~2022 was \$~~1.36~~1.63 million and in ~~2020~~2021 was \$~~1.91~~1.36 million.

Note 4: Royalties and Fees

Approximately ~~\$307,000~~, \$198,000 ~~and~~, \$204,000 ~~and~~ \$293,500 are included in ~~2019~~, 2020 ~~and~~, 2021 ~~and~~ 2022, respectively, royalties and fees in the Consolidated Statements of Operations for amortized initial franchise fees. Also included in royalties and fees were approximately \$~~70,000~~, \$45,000 ~~and~~, \$32,000 ~~and~~ \$61,000 in ~~2019~~, 2020 ~~and~~, 2021 ~~and~~ 2022, respectively, for equipment commissions. Most of the cost for the services required to be performed by the Company are incurred prior to the franchise fee income being recorded which is based on contractual liability for the franchisee. Such incremental costs, include training, design and related travel cost to new franchises. The deferred contract income and costs approximated ~~\$834,000 on December 31, 2020 and~~ \$810,000 on December 31, 2021 ~~and~~ \$934,000 on December 31, 2022.

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

~~There were 3,069 franchised/licensed or Company-owned outlets in operation on December 31, 2021 and 3,064 on December 31, 2020. During 2021, 24 new franchised/licensed were opened and 19 franchised outlets left the system. Grocery stores are accustomed to adding products for a period of time, removing them for a period of time and possibly re-offering them. Therefore, it is unknown how many grocery store licenses, out of the total count of 2,403, have left the system.~~

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

Note 5: Liabilities for Leased Facilities

The Company has future obligations of \$~~15.37~~15.31 million under long-term debt and current operating leases as follows: due in less than one year \$~~656,000~~1.6 million, due in one to three years \$~~4.13~~11.15 million, due in three to five years \$~~9.13~~1.61 million and due in more than five years \$~~1.5 million~~953,000.

To implement the new accounting policies for leases, the Company used a weighted average discount rate of 7% and the weighted average lease term of 7.3 years. The Company recorded \$~~36,222~~18,775 more in lease expense than cash actually paid in ~~2021~~2022 for the leases.

Note 6: Income Taxes

The Company had deferred tax assets, as a result of prior operating losses, of \$~~3.1~~3.2 million at December 31, ~~2020~~2021 and \$~~3.23~~4 million at December 31, ~~2021~~2022. The net operating loss carry-forward is approximately \$~~12.0~~12.6 million so the Company will have no obligation to pay income tax on income up to the amount of that operating loss carry-forward, prior to its expiration.

Note 7: Common Stock

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

The Company has an incentive stock option plan for key employees, officers and directors. The options are generally exercisable three years after the date of grant and expire ten years after the date of grant. The option prices are the fair market value of the stock at the date of grant. At December 31, ~~2021~~2022, the Company had the following employee stock options outstanding:

# Common Shares	
<u>Issuable</u>	<u>Exercise Price</u>
1,756,167	\$0.58
727,500 <u>722,50</u>	1.00
<u>0</u>	
280,000	0.53
35,000	0.50
372,500	0.51
332,500	0.623
474,500	0.60
<u>330,000</u>	
<u>472,000</u>	
413,500 <u>403,00</u>	0.40

<u>0</u>	
463,500	0.70
<u>438,500</u>	<u>0.22</u>
<u>520,000</u>	

As of December 31, ~~2021~~2022, options for ~~3,813,667~~4,141,167 shares were exercisable.

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

The Company estimates the fair value of its option awards on the date of grant using the Black-Scholes option pricing model. The risk-free interest rate is based on external data while all other assumptions are determined based on the Company's historical experience with stock options. The following assumptions were used for grants in ~~2019~~, 2020, 2021 and ~~2021~~2022:

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

The following table sets forth the number of options outstanding as of December 31, ~~2018~~, 2019, 2020 ~~and~~, 2021 and 2022 and the number of options granted, exercised or forfeited during the years ended December 31, ~~2019~~, ~~2020~~ ~~and~~, 2021 and 2022:

Balance of employee stock options outstanding as of 12/31/18	3,643,667
—— Stock options granted during the year ended 12/31/19	529,500
—— Stock options exercised during the year ended 12/31/19	0
—— Stock options forfeited during the year ended 12/31/19	(195,000)
Balance of employee stock options outstanding as of 12/31/19	3,978,167
Stock options granted during the year ended 12/31/20	443,500
Stock options exercised during the year ended 12/31/20	0
Stock options forfeited during the year ended 12/31/20	0
Balance of employee stock options outstanding as of 12/31/20	4,421,667
Stock options granted during the year ended 12/31/21	463,500
Stock options exercised during the year ended 12/31/21	0
Stock options forfeited during the year ended 12/31/21	(30,000)
Balance of employee stock options outstanding as of 12/31/21	4,855,167
<u>Stock options granted during the year ended 12/31/22</u>	<u>520,000</u>
<u>Stock options exercised during the year ended 12/31/22</u>	<u>0</u>
<u>Stock options forfeited during the year ended 12/31/22</u>	<u>59,000</u>
<u>Balance of employee stock options outstanding as of 12/31/22</u>	<u>5,316,167</u>

The following table sets forth the number of non-vested options outstanding as of December 31, ~~2018~~2019, ~~2019~~, 2020, 2021 and ~~2021~~2022, and the number of stock options granted, vested and forfeited during the years ended December 31, ~~2019~~, 2020 ~~and~~, 2021 ~~and~~ 2022.

Balance of employee non-vested stock options outstanding as of 12/31/18	721,836
—— Stock options granted during the year ended 12/31/19	529,500
—— Stock options vested during the year ended 12/31/19	(325,000)
—— Stock options forfeited during the year ended 12/31/19	(195,000)
Balance of employee non-vested stock options outstanding as of 12/31/19	731,336
Stock options granted during the year ended 12/31/20	443,500
Stock options vested during the year ended 12/31/20	(212,500)
Stock options forfeited during the year ended 12/31/20	0
Balance of employee non-vested stock options outstanding as of 12/31/20	962,336
Stock options granted during the year ended 12/31/21	463,500
Stock options vested during the year ended 12/31/21	(354,336)
Stock options forfeited during the year ended 12/31/21	(30,000)
Balance of employee non-vested stock options outstanding as of 12/31/21	1,041,500
<u>Stock options granted during the year ended 12/31/22</u>	<u>520,000</u>
<u>Stock options vested during the year ended 12/31/22</u>	<u>(327,500)</u>
<u>Stock options forfeited during the year ended 12/31/22</u>	<u>(59,000)</u>
<u>Balance of employee non-vested stock options outstanding as of 12/31/22</u>	<u>1,175,000</u>

~~During 2021, employee stock options were granted for 463,500 shares and options for 30,000 shares were forfeited. At December 31, 2021, the weighted average grant date fair value of non-vested options was \$0.58 per share and the weighted average grant date fair value of vested options was \$0.66 per share.~~

The weighted average grant date fair value of employee stock options granted ~~during 2019 was \$0.66~~, during 2020 was \$0.40 ~~and~~, during 2021 was \$0.70 ~~and during 2022 was \$0.22~~. Total compensation cost recognized for share-based payment arrangements was \$~~18,829 in 2019 with a tax benefit of \$4,995 in 2019~~, \$21,536 in 2020 with a tax benefit of \$5,168 ~~and~~, \$28,119 in 2021 with a tax benefit of \$6,861 ~~and \$28,168 in 2022 with a tax benefit of \$6,873~~. As of December 31, ~~2021~~2022, total unamortized compensation cost related to options was \$~~50,941~~26,106, which will be recognized as compensation cost over the next six to 36 months. No cash was used to settle equity instruments under share-based payment arrangements.

Note 8: Statements of Financial Accounting Standards

The Company does not believe that the recently issued Statements of Financial Accounting Standards will have any material impact on the Company's Consolidated Statements of Operations or its Consolidated Balance Sheets.

~~On February 25, In June 2016, the ASU2016-02, its leasing standard for both lessees and lessors. Under its core principle, a lessee will recognize lease assets and liabilities on the balance sheet for all arrangements with terms longer than 12 months. The new standard took effect in 2019 for public business entities and, therefore, is included in the current financial statements. This had the effect of increasing the value of the assets~~FASB issued Accounting Standards Update 2016-13 "Financial Instruments - Credit Losses (Topic 326) measurement of credit losses on financial instruments"

which introduces a forward-looking approach, based on expected losses, to estimate credit losses on certain types of financial instruments, including trade and other receivables. The estimate of expected credit losses will require entities to incorporate considerations of historical information, current information and reasonable and supportable forecast. As a result these changes may result in earlier recognition of credit losses. This accounting standard updates also expands the disclosure requirements to enable users of financial statements to understand the entities assumptions, models and liabilities methods of the Company and incurred an additional expense for rent on the Consolidated Statement of Operations by \$36,222 in 2021 estimating expected credit losses. This guidance is effective for fiscal years beginning after December 15, 2022. The Company is currently evaluating the impact of this accounting standards update.

Note 9: Contingencies

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

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

Note 10: Certain Relationships and Related Transactions

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

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

Note 11: Unaudited Quarterly Financial Information

2022

	<u>Quarter Ended</u>			
	<u>December 31</u>	<u>September 30</u>	<u>June 30</u>	<u>March 31</u>
	<u>(in thousands, except per share data)</u>			
<u>Total revenue</u>	<u>\$ 3,329</u>	<u>\$ 3,909</u>	<u>\$ 3,750</u>	<u>\$ 3,465</u>
<u>Operating income (loss)</u>	<u>(395)</u>	<u>382</u>	<u>282</u>	<u>159</u>
<u>Net income (loss) before income taxes</u>	<u>(953)</u>	<u>4</u>	<u>(66)</u>	<u>(183)</u>

20

20

<u>Net income (loss)</u>	<u>(873)</u>	<u>4</u>	<u>(50)</u>	<u>(137)</u>
<u>Net income (loss) per common share</u>				
<u>Basic</u>	<u>(.05)</u>	<u>(.01)</u>	<u>(.01)</u>	<u>(.01)</u>
<u>Diluted</u>	<u>(.05)</u>	<u>(.01)</u>	<u>(.01)</u>	<u>(.01)</u>

2021

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

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

2020

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

Total revenue	\$ 3,268	\$ 2,938	\$ 2,610	\$ 2,719
Operating income	295	411	1,019	589
Net income (loss) before income taxes	(4,984)	83	696	(337)
Net income (loss)	(5,906)	83	696	(255)
Net income (loss) per common share				
Basic	(.26)	.00	.03	(.01)
Diluted	(.26)	.00	.03	(.01)

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Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116427/2
Description	#17116427v2<ss-dms.vlawnet.com> - NR - 2022 FDD - Exhibit B - 12.31.21 Financial Statements
Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780252/1
Description	#29780252v1<ss-dms.vlawnet.com> - EXHIBIT B - UPDATED FINANCIALS
Rendering set	MS Word Proof

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	302
Deletions	331
Moved from	3
Moved to	3
Style changes	0
Format changes	0
Total changes	639

EXHIBIT C

**REGISTERED AGENT FOR
SERVICE OF PROCESS**

REGISTERED AGENT FOR SERVICE OF PROCESS

Wisconsin

Division of Securities
P.O. Box 1768
Madison, Wisconsin 53702

EXHIBIT D

STATE ADMINISTRATORS

STATE ADMINISTRATORS

<p>Alabama Office of the Attorney General Alabama State House 11 S. Union Street, 3rd Floor Montgomery, Alabama 36130 (800) 392-5658</p>	<p>Arizona Arizona Corporation Commission Securities Division 1300 West Washington Street, 3rd Floor Phoenix, Arizona 85007 (602) 542-4242</p>
<p>Arkansas Office of the Attorney General 200 Catlett-Prien Tower 323 Center Street Little Rock, Arkansas 72201 (501) 682-1323</p>	<p>California Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, California 90013-2344 (213) 576-7505 or (866) 275-2677</p>
<p>Colorado Colorado Attorney General 1525 Sherman, 5th Floor Denver, Colorado 80203 (303) 866-4500</p>	<p>Connecticut Connecticut Commissioner of Banking State of Connecticut 260 Constitution Plaza Hartford, Connecticut 06103-1800 (860) 240-8100</p>
<p>Delaware Commissioner of Agriculture & Consumer Services Carvel State Office Building 820 N. French Street Wilmington, Delaware 19801 (302) 577-8400</p>	<p>Florida Commissioner of Agriculture & Consumer Services The Capitol Tallahassee, Florida 32399-0800 (850) 488-3022</p>
<p>Georgia Governor's Office of Consumer Affairs 2 Martin Luther King Jr. Drive, Suite 356 Atlanta, Georgia 30334 (404) 651-8600</p>	<p>Idaho Office of the Attorney General 700 W. Jefferson Street Boise, Idaho 83720-0010 (208) 334-2400</p>
<p>Illinois Illinois Attorney General 520 South Second Street Springfield, Illinois 62706 (217) 782-2256 or (800) 628-7937 (within Illinois)</p>	<p>Indiana Indiana Securities Division 302 W. Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681 or (800) 223-8791</p>
<p>Iowa Securities Bureau Lucas State Office Building, 2nd Floor Des Moines, Iowa 50319 (515) 281-4441</p>	<p>Kansas Office of the Attorney General Judicial Center 301 S.W. 10th Avenue Topeka, Kansas 66612 (785) 296-2215</p>

<p>Kentucky Division of Securities 477 Versailles Road Frankfort, Kentucky 40601 (502) 573-3390</p>	<p>Louisiana Louisiana Attorney General Consumer Protection Section State Capitol, 22nd Floor Baton Rouge, Louisiana 70804-9005 (504) 342-7013</p>
<p>Maine State of Maine Securities Division 121 State House Station Augusta, Maine 04333-0212 (207) 582-8760</p>	<p>Maryland Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410)576-6360</p>
<p>Massachusetts Massachusetts Securities Division One Ashburton Place, 17th Floor Boston, Massachusetts 02108 (617) 727-3548</p>	<p>Michigan Corporation and Securities Bureau 6546 Mercantile Way P.O. Box 30222 Lansing, Michigan 48909 (517) 334-6212</p>
<p>Minnesota Minnesota Commerce Department 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (612) 296-2283</p>	<p>Mississippi Mississippi Attorney General P.O. Box 220 Jackson, Mississippi 38205-0220 (601) 359-4230</p>
<p>Missouri Securities Division Missouri State Information Center 600 W. Main Jefferson City, Missouri 65101 (573) 751-4136 or (800) 721-7996</p>	<p>Montana Office of the Attorney General Justice Building 215 N. Sanders Helena, Montana 59620 (406) 444-2026</p>
<p>Nebraska Department of Banking & Finance P.O. Box 95006 Lincoln, Nebraska 68509-5006 (402) 471-3445</p>	<p>Nevada Nevada Attorney General 100 N. Carson Street Carson City, Nevada 89701-4717 (775) 687-4170</p>
<p>New Hampshire Office of the Attorney General 33 Capitol Street Concord, New Hampshire 03301-6397 (603) 271-3658</p>	<p>New Jersey Office of the Attorney General Hughes Justice Complex 25 Market Street, P.O. Box 080 Trenton, New Jersey 08625-0080 (609) 292-8740</p>

<p>New Mexico Office of the Attorney General P.O. Drawer 1508 Santa Fe, New Mexico 87504-1508 (505) 827-6060</p>	<p>New York New York Secretary of State 99 Washington Avenue Albany, New York 12231 (212) 416-8236</p>
<p>North Carolina Securities Division Department of the Secretary of State 300 N. Salisbury Street Raleigh, North Carolina 27603-5909 (919) 733-3924 or (800) 688-4507</p>	<p>North Dakota North Dakota Securities Commission State Capitol Building, 5th Floor 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-2910 or (800) 297-5124</p>
<p>Ohio Ohio Securities Commission 77 S. High Street, 22nd Floor Columbus, Ohio 43266-0548 (614) 644-7381 or (800) 788-1194</p>	<p>Oklahoma Oklahoma Department of Securities First National Center 120 N. Robinson, Suite 860 Oklahoma City, Oklahoma 73102 (405) 280-7700</p>
<p>Oregon Department of Insurance and Finance 120 Labor & Industries Building Salem, Oregon 97302 (503) 378-4387</p>	<p>Pennsylvania Pennsylvania Securities Commission 1010 N. 7th Street, 2nd Floor Eastgate Office Building Harrisburgh, Pennsylvania 17102-1410 (717) 787-8061 or (800) 600-0007</p>
<p>Rhode Island Director of Business Regulation John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 222-2246</p>	<p>South Carolina Secretary of State Edgar Brown Building, Suite 525 Box 11350 Columbia, South Carolina 29211 (803) 734-2170</p>
<p>South Dakota Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-4823</p>	<p>Tennessee Tennessee Attorney General 425 5th Avenue North Nashville, Tennessee 37243 (615) 741-3549</p>
<p>Texas State Securities Board 200 E. 10th Street, 5th Floor P.O. Box 13167 Austin, Texas 78711-3167 (512) 305-8302</p>	<p>Utah Utah Department of Commerce Division of Consumer Protection 160 E. 300 South, Box 146704 Salt Lake City, Utah 84114-6704 (801) 530-6601</p>

<p>Vermont Attorney General's Office 109 State Street Montpelier, Vermont 05609-1001 (802) 828-3171</p>	<p>Virginia State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>Washington Director of Department of Financial Institutions Securities Division 150 Israel Road, S.W. Tumwater, Washington 98501</p>	<p>West Virginia Office of the Attorney General 1900 Kanawha Blvd., Room 26E Charleston, West Virginia 25305-9924 (304) 558-2021</p>
<p>Wisconsin Division of Securities P.O. Box 1768 Madison, Wisconsin 53702 (608) 261-9555 or (800) 472-4325</p>	<p>Wyoming Office of the Attorney General 123 Capitol Building Cheyenne, Wyoming 82002 (307) 777-7841</p>
<p>Alaska Attorney General Alaska Department of Law 1031 W. Fourth Avenue, Suite 110 Anchorage, Alaska 99501</p>	<p>Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813</p>

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Moved to	0
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Format changes	0
Total changes	0

EXHIBIT E

LIST OF CURRENT FRANCHISEES

~~2021~~2022 CURRENT NOBLE ROMAN'S FRANCHISEES

Christy Seguin
Christy Seguin
10016 110 Ave
Grande Prairie, ABT8V 8L4
[780-897-7548](tel:780-897-7548)

Howers IGA
Lee Trout
209 Main St
Haines, AK99827
[907-766-2040](tel:907-766-2040)

Tatsuda's Supermarket Inc
Katherine Tatsuda
633 Stedman St
Ketchikan, AK99901
[907-225-4125](tel:907-225-4125)

The Trading Union IGA
Barry Morrison
102 N Nordic Dr
Petersburg, AK99833
[907-772-3881](tel:907-772-3881)

Fairway Market
Tim Fairbanks
PO Box 355
Skagway, AK99840
[907-983-2220](tel:907-983-2220)

Mallott's General Store
Larry Powell
PO Box 159
Yakutat, AK99689
[907-784-3355](tel:907-784-3355)

Fourth Avenue Supermarket
Gerard D'Alessandro Jr
528 4th Ave N
Bessemer, AL35020
[205-424-6625](tel:205-424-6625)

A&R Supermarket Inc
Phillip Davis
11028 Hwy 25
Calera, AL35040
[205-668-1198](tel:205-668-1198)

Wall Street Markets LLC
Adam Treadwell
1140 Montgomery Hwy
Dothan, AL36303

MCAC Inc
David Cottrell
3351 Arctic Blvd
Anchorage, AK99503
[907-751-6800](tel:907-751-6800)

SOS Value Mart
Nancy Hyke
Mile 1.5 Keku Road
Kake, AK99830
[907-785-6444](tel:907-785-6444)

Williams Inc
Sandi White
3816 Tongass Ave
Ketchikan, AK99901
[907-225-1279](tel:907-225-1279)

Northstar Alaska
John Wagner
PO Box 69
Quinhagak, AK99655
[907-632-5077](tel:907-632-5077)

Cubby's Marketplace
Greg Pearson
HC 89 Box 8581
Talkeetna, AK99676
[907-733-5050](tel:907-733-5050)

Mitchell Grocery Corp
Donna Dean
PO Box 370
Albertville, AL35950
[256-891-5432](tel:256-891-5432)

Belle Foods LLC
Dave Dettelbach
800 Lakeshore Pkwy
Birmingham, AL35211
[205-912-4640](tel:205-912-4640)

Piggly Wiggly
Sage Smoker
PO Box 293
Camden, AL36726
[334-682-5330](tel:334-682-5330)

Gateway Foods Inc
Greg Waldrop
PO Box 687
Double Springs, AL35553

IGA Food Cache
Gayle Larson
266 Richardson Hwy
Delta Junction, AK99737
[907-895-4653](tel:907-895-4653)

Country Foods Grocery Inc
Gary Stroh
140 S Willow St Ste A
Kenai, AK99611
[907-283-4834](tel:907-283-4834)

John Gould & Son
Josh Gould
7 Heart Lake Drive
King Cove, AK99612
[907-497-2212](tel:907-497-2212)

Hames Corporation
Paul Busby
1867 Halibut Point Rd.
Sitka, AK99835
[907-747-6266](tel:907-747-6266)

Bob's IGA
Bob Robbins
223 Brueger
Wrangell, AK99929
[907-874-2341](tel:907-874-2341)

Mack Johnson
Mack Johnson
322 N 4th St
Attalla, AL35954
[256-538-7412](tel:256-538-7412)

Piggly Wiggly Brundidge
Stanley Garrett
553 N Main St
Brundidge, AL36010
[334-735-3337](tel:334-735-3337)

Dadeville Foodland
Robert Renfroe
483 N Broadnax St
Dadeville, AL36853
[256-825-4461](tel:256-825-4461)

~~Jack's Foodland #505~~ Bay Minette Food
[Mart Inc and Ali Alhaidmi](#)
Larry Smith

[334-479-8642](tel:334-479-8642)

[205-489-5001](tel:205-489-5001)

5564 Hwy 55 E

Eva, AL35621

[Ali Alhaidmi](#)

[Eufaula Citgo Lake Point 2551 US-431](#)

[Eufaula, AL36027](#)

[334-327-5886](tel:334-327-5886)

[Scott Food Mart Inc and Ali Alhaidmi](#)
[Ali Alhaidmi](#)
[Eufaula Citgo Lake Point 2551 US-431](#)
[Eufaula, AL36027](#)
[334-327-5886](#)

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

[Fairhope Marathon Corp](#)
[Mick Patel Shailav Sheth](#)
[8961 Fairhope Ave](#)
[Fairhope, AL36532](#)
[251-517-9900](#)

[Fairhope Marathon Corp](#)
[Mick Patel Shailav Sheth](#)
[8961 Fairhope Ave](#)
[Fairhope, AL36532](#)

Shop & Save
Wade Pierce
1806 Temple Ave N
Fayette, AL35555
[205-932-2063](#)

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

[Fosters Supermarket](#)
[Gerry Griffin](#)
[13474 Hwy 11 S](#)
[Fosters, AL35463](#)
[205-722-9194](#)

[Fosters Supermarket](#)
[Gerry Griffin](#)
[13474 Hwy 11 S](#)
[Fosters, AL35463](#)

Frisco City Market
Jennie Cook
235 Hwy 21 By Pass
Frisco City, AL36445
[251-267-3551](#)

Bruce's Foodland
Scottie Smith
202 Greenhill Blvd
Ft Payne, AL35967
[256-845-1970](#)

[Cash Saver](#)
[Doug Gregerson](#)
[272 N 3rd St](#)
[Gadsden, AL35901](#)
[256-549-0644](#)

[Cash Saver](#)
[Doug Gregerson](#)
[272 N 3rd St](#)
[Gadsden, AL35901](#)

Dennis Foodland
Ronnie Perkins
PO Box 160
Grant, AL35747
[256-728-4312](#)

Piggly Wiggly #41
Keith Taylor
P.O. Box 316
Greensboro, AL36744
[334-624-7368](#)

[Hackleburg Market](#)
[Wally Kemp](#)
[1515 Old Hackleburg Rd](#)
[Hackleburg, AL35564](#)
[205-935-3200](#)

[Hackleburg](#)[Goar's Big Star Super](#) Market
[Wally Kemp](#)
[1515 Old Hackleburg Rd](#)
[Hackleburg, AL35564](#)
[Tim Goar](#)
[2415 11th Ave](#)
[Haleyville, AL35565](#)
[205-486-3516](#)

Piggly Wiggly of Haleyville
Ricky Hicks
P.O. Box 618
Haleyville, AL35565
[205-486-9598](#)

[Goar's Big Star Super Market](#)[Griner's](#)
[Foodland](#)
[Tim Goar](#)
[2415 11th Ave](#)
[Haleyville, AL35565](#)
[Chad Griner](#)
[PO Box 278](#)
[Hazel Green, AL35750](#)
[256-828-5618](#)

[Griner's Foodland](#)
[Chad Griner](#)
[PO Box 278](#)
[Hazel Green, AL35750](#)

Headland IGA Inc
Keith Hidle
17990 US 431 N
Headland, AL36345
[334-693-3600](#)

Nilkanth Varni Food Inc
Peshvin Patel
7624 Mobile Hwy
Hope Hull, AL36043
[334-604-9774](#)

[Piggly Wiggly #267](#)
[Joe Chesser](#)
[104 River Square Plaza](#)
[Hueytown, AL35020](#)
[205-230-0258](#)

[Piggly Wiggly #267](#)
[Joe Chesser](#)
[104 River Square Plaza](#)
[Hueytown, AL35020](#)

Highway 5 Texaco
Nandy Bhagat
1655 Highway 5
Jasper, AL35503
[205-221-4896](#)

Teague's Piggly Wiggly
Phil Teague
337 9th Ave SW
Lafayette, AL36862
[334-864-8997](#)

[McGehee Road Super Foods](#)
[Robert Renfroe](#)
[2905 McGehee Road](#)
[Montgomery, AL36111](#)
[334-265-9845](#)

Mega Meats
Scott Scoggins
528 E Patton Ave
Montgomery, AL36111
[334-288-0974](#)

[McGehee Road Super](#)
[Foods](#)[Montgomery Enterprise 3 LLC and](#)
[Shubham Joshi](#)
[Robert Renfroe](#)
[2905 McGehee Road](#)
[Shubham Joshi](#)
[3001 McGehee Rd](#)
Montgomery, AL36111
[334-282-5077](#)

Renfroe's Foodland
Robert Renfroe
9168 Eastchase Parkway
Montgomery, AL36117
[334-462-7332](#)

[Ganesha G Mart LLC and Yatin](#)
[Patel](#)
[Yatin Patel](#)

JTM Corporation
Gil Milligan
US Hwy 80 W #C

[Hills Foodland](#)
[Johnny Hill](#)

[Piggly Wiggly of Red Bay AL](#)
[Inc](#)[Hills Foodland](#)

[1450 Fox Run Parkway](#)
[Oelika, AL36801](#)
[334-462-6577](#)

Phenix City, AL36870
[334-298-1974](#)

[851 Park Rd](#)
[Pleasant Grove, AL35127](#)

[Glen Vinson](#)
[PO Box 360](#)
[Red Bay, AL35582](#)
[Johnny Hill](#)
[851 Park Rd](#)
[Pleasant Grove, AL35127](#)
[205-744-9119](#)

Piggly Wiggly #93
Jason Vinson
518 4th Ave SE
Red Bay, AL35582
[256-356-4406](#)

[Piggly Wiggly of Red Bay AL Inc](#)
[Glen Vinson](#)
[PO Box 360](#)
[Red Bay, AL35582](#)
[256-356-4406](#)

Food Valu
Edward Ikard
21501 AL-79
Scottsboro, AL35768
[256-587-3088](#)

[RK Allen Oil Inc](#)
[Ken Allen](#)
[PO Drawer 456](#)
[Talladega, AL35161](#)

[Torch 85 Travel Center LLS](#)
[Akhil Patel](#)
[3903 County Road 53](#)
[Tuskegee, AL36083](#)

[Piggly Wiggly York](#)
[Paul Latendress](#)
[PO Box 217](#)
[York, AL36925](#)

[Knight's Grocery](#)
[Johnny Garcia](#)
[1701 W DeWitt Henry Dr](#)
[Beebe, AR72012](#)

[TyBen, Inc.](#)
[Brad Holmes](#)
[3890 W. 3rd St.](#)
[Bloomington, IN47404](#)
[812-333-1977](#)

[Mixon Fruit Farms](#)
[Dean Mixon](#)
[2525 27th St E](#)
[Bradenton, FL34208](#)
[941-748-5829](#)

[DARMEL, LLC](#)
[Melodee Hoff](#)
[2982 W. Beecher St.](#)
[Adrian, MI49221](#)
[517-265-4007](#)

[American Food Stores](#)
[Montie Singh](#)
[397 North Washington Street](#)
[Constantine, MI49042](#)
[616-435-7130](#)

[Aztex Enterprises](#)
[Gary Forrester](#)
[5222 Middlebrook Pike](#)
[Knoxville, TN37921](#)
[423-588-5357](#)

[Bluffton Marathon Corporation](#)
[Steve Fronk](#)
[111 Commerce Lane](#)
[Bluffton, OH45817](#)
[419-423-0561](#)

[Caldwell Food Center](#)
[Dennis Crock](#)
[110 Olive St.](#)
[Caldwell, OH443724](#)
[740-732-4646](#)

[Convenience Store Development](#)
[Albert C. Lane](#)
[924 Larimer Dr.](#)
[Goshen, IN46525](#)
[219-537-1642](#)

[Dorothy Smith](#)
[Dorothy Smith](#)
[1307 E. Unaka Ave.](#)
[Johnson City, TN37601](#)
[423-929-3948](#)

[EJY Corporation](#)
[Ed Yasechko](#)
[7041 Truck World Blvd.](#)
[Hubbard, OH44425](#)
[330-534-1160](#)

[Faughts Valu Mart](#)
[Paul Faught](#)
[118 W. Main St.](#)
[Jasonville, IN47438](#)
[812-665-2011](#)

[Gate Marketing Company](#)
[David Bowen](#)
[9540 San Jose Blvd.](#)
[Jacksonville, FL32241](#)
[904-737-7220](#)

[Hartland Corporation](#)
[Steve Hart](#)
[R.R. # 1 Box 573 H](#)
[Bicknell, IN47512](#)
[812-735-4405](#)

[Kesmodel, Mark & Amy](#)
[Mark Kesmodel](#)
[906 Crabapple Ln.](#)
[Valparaiso, IN46383](#)
[219-586-2972](#)

[Meadow View Foodland, Inc.](#)
[Bud Forsee](#)
[1070 Hwy. 127 N.](#)
[Owenton, KY40359](#)
[502-484-3410](#)

[Mel Bokides Petroleum](#)
[Nick Bokides](#)
[5250 Claremont Ave.](#)
[Stockton, CA95207](#)
[209-472-3491](#)

[Pro Stop Enterprises, LLC](#)
[Janet Horton](#)
[2214 U.S. 41 N.](#)
[Henderson, KY42420](#)
[502-827-4636](#)

[River Crossing Marathon](#)
[Doug Berry](#)
[2530 State Road U.S. 52](#)
[Aberdeen, OH45101](#)
[937-795-3835](#)

[Rivercrest Marina](#)
[Trish Hereford](#)
[1200 W. 2nd St.](#)
[Madison, IN47250](#)
[812-265-2199](#)

[Torchia, William H. \(Subway\)](#)
[William H. Torchia](#)
[323 Main Street](#)
[Peoria, IL61602](#)
[309-696-7185](#)

[Yerolemou, LLC](#)
[George Yerolemou](#)
[2508 Hwy. 41 N.](#)
[Evansville, IN47711](#)
[812-425-1092](#)

[Cumberland Farms, Inc.](#)
[Al McKay](#)
[777 Dedham St.](#)
[Canton, MA02021](#)

[Saba, Andre \(Subway\)](#)
[Andre Saba](#)
[710 East Rand Road](#)
[Arlington Heights, IL60004](#)
[847-392-6622](#)

[Circle City Concessions, Inc.](#)
[Tim Reuter](#)
[4201 W. 39th St.](#)
[Indianapolis, IN46226](#)
[317-328-9004](#)

[Carolina Yogurt, Inc.](#)
[Jim Chander and Dennis Brust](#)
[P.O. Box 6336](#)
[Fishers, IN46038](#)
[317-849-2624](#)

[El Pueblo Market Inc](#)
[Roguel Sanchez](#)
[741 E St](#)
[Wasco, CA93280](#)
[661-869-7625](#)

[Mike's Foodland](#)
[Mike Williams](#)
[1198 New Hwy 52](#)
[Westmoreland, TN37186](#)
[615-644-2291](#)

[Tri Valley Grocers](#)
[Chad Collins](#)
[2005 Farragut Ave.](#)
[Butte, MT59701](#)
[406-723-5994](#)

[Miami Everglades Resort](#)
[Bruce Bryant](#)
[213 N. Friendswood Dr.](#)
[Friendswood, TX77546](#)
[281-992-6060](#)

[Jellystone Camp Resort](#)
[Bruce Bryant](#)
[213 N. Friendswood Dr.](#)
[Friendswood, TX77546](#)
[281-992-6060](#)

[Lake Ridge RV Resort](#)
[Bruce Bryant](#)
[213 N. Friendswood Dr.](#)
[Friendswood, TX77546](#)
[281-992-6060](#)

[Sports Connection](#)
[Ricky Root](#)
[6755 Patillo Rd](#)
[Beaumont, TX77705](#)
[409-729-4000](#)

[Curtis Convenience Markets, Inc.](#)
[Troy Saidleman](#)
[P.O. Box 784](#)
[Poteau, OK74953](#)

[Rongos, Chris](#)
[Chris Rongos](#)
[2001 Brooklyn Ave.](#)
[Fort Wayne, IN46802](#)
[219-432-6554](#)

[Pic A Deli Enterprises](#)
[Pat Russell](#)
[2701 W. Lexington](#)
[Elkhart, IN46514](#)
[219-293-0300](#)

[Puget Sound Stations, Inc](#)
[1712 South 356th](#)
[Federal Way, WA98003](#)
[425-750-4227](#)

[JTD LLC - Exit 72 Carryout](#)
[Kenny French](#)
[2875 Verona Mudlick Rd.](#)
[Verona, KY41092](#)
[859-485-2093](#)

[GMZ Brothers, Inc.](#)
[Moe Gharib](#)
[600 E. Fort St.](#)
[Farmington, IL61531](#)
[408-644-2427](#)

[RK Allen Oil Inc](#)
[Ken Allen](#)
[PO Drawer 456](#)
[Talladega, AL35161](#)
[256-362-4261](#)

[Torch 85 Travel Center LLS](#)
[Akhil Patel](#)
[3903 County Road 53](#)
[Tuskegee, AL36083](#)
[334-300-0980](#)

[Swara LLC and Dinesh Patel](#)
[Dinesh \(Danny\) Patel](#)
[611 Prairie St S](#)
[Union Springs, AL36089](#)
[201-936-2984](#)

[Piggly Wiggly York](#)
[Paul Latendress](#)
[PO Box 217](#)
[York, AL36925](#)
[205-392-4721](#)

[Hays Store Inc](#)[Knight's](#)
[Grocery](#)
[Amy Louise Gullie](#)
[200 E Main](#)
[Blytheville, AR72315](#)
[Johnny Garcia](#)
[1701 W DeWitt Henry Dr](#)
[Beebe, AR72012](#)
[501-454-5428](#)

[Hays Store Inc](#)
[Amy Louise Gullie](#)
[200 E Main](#)
[Blytheville, AR72315](#)
[870-762-2001](#)

[Bill's Food Center](#)
[Wesley Burruss](#)
[5194 Hwy 367 N](#)
[Bradford, AR72020](#)
[501-344-2753](#)

[Hometown Grocery](#)
[Roger Hoskins](#)
[112 W 3rd](#)
[Hermitage, AR71647](#)

[Hometown Grocery](#)
[Roger Hoskins](#)
[112 W 3rd](#)
[Hermitage, AR71647](#)
[870-463-8831](#)

[Tim's Food Store](#)
[Willie Hillburn](#)
[1109 Spruce St](#)
[Lewisville, AR71845](#)
[870-921-4636](#)

[Sherwood Wholesale](#)
[Ron Tillman](#)
[3190 Little Rock Rd](#)
[Rose Bud, AR72137](#)

[Harp's Food Stores](#)
[Inc](#)[Sherwood Wholesale](#)
[John Clark](#)
[PO Box 48](#)
[Springdale, AR72765](#)
[Ron Tillman](#)
[3190 Little Rock Rd](#)
[Rose Bud, AR72137](#)
[501-556-5790](#)

[Harp's Food Stores Inc](#)
[John Clark](#)
[PO Box 48](#)
[Springdale, AR72765](#)
[479-751-7601](#)

[Dimum Inc d/b/a Jade Super Foods](#)
[Dean Mulloli](#)
[9217 Strong Hwy](#)
[Strong, AR71765](#)
[870-797-2537](#)

[Bee's Marketplace](#)
[Mark Knudson](#)
[1725 S Central](#)
[Centennial Park, AZ86021](#)

[Shannon Capital Inc d/b/a](#)
[Ditty's](#)[Bee's Marketplace](#)
[Kelly Flannery](#)
[4722 S Pablo Pass Ct](#)
[Gilbert, AZ85297](#)
[Mark Knudson](#)
[1725 S Central](#)
[Centennial Park, AZ86021](#)
[928-875-2323](#)

[Gordon's IGA #207](#)[Shannon](#)
[Capital Inc d/b/a Ditty's](#)
[Norm Warren](#)
[PO Box 549](#)

[Gordon's IGA #207](#)
[Norm Warren](#)
[PO Box 549](#)
[Kearny, AZ85137](#)
[520-363-5595](#)

[Pro's Ranch Market](#)
[Jose Loera](#)
[1602 E Roosevelt](#)
[Phoenix, AZ85006](#)
[602-254-7201](#)

[Thriftee Food & Drug](#)
[Justin Millar](#)
[755 S Central Ave](#)

Kearny, AZ85137

Kelly Flannery
4722 S Pablo Pass Ct
Gilbert, AZ85297
605-484-4613

Thriftee Food & Drug
Justin Millar
755 S Central Ave
Safford, AZ85546
928-428-1844

J & J Stores, LLC d/b/a Food and Things
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251
480-941-1556

Del Sol Market #12
Jorge Urrea
1930 Juan Sanchez Blvd.
San Luis, AZ85349
928-722-0369

Del Sol Market
Gina Salvido
29854 Los Angeles Ave
Wellton, AZ85356
928-785-9020

Safford, AZ85546

Del Sol Market
Marcela Pazos
656 San Luis Plaza Dr
San Luis, AZ85349

Del Sol Market
Guadalupe Apodaca
367 W 16th St.
Yuma, AZ85364

J & J Stores, LLC d/b/a Food and Things
Del Sol Market
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251
Marcela Pazos
656 San Luis Plaza Dr
San Luis, AZ85349
928-627-0967

Murphy's Del Sol Market, Inc
Guadalupe Apodaca
367 W 16th St.
Don Rosebrook
785 Bayside Rd.
Arcata, CA95521
Yuma, AZ85364
928-343-9595

J.J. Market, Inc.
Gordon Foy
2792 Halycyon Rd.
Arroyo Grande, CA93420

My T-Fine Foods Inc
Kyle DeFoer
21919 Hwy 299 E
Bella Vista, CA96008

Carroll's Market
Dean Rossi
136 S. Main St.
Big Pine, CA93513

Handy Market, Inc.
Mark Arzoian
2514 West Magnolia Blvd.
Burbank, CA91505

Rainbow Market
Jeremy Obedi
430 Baker St
Bakersfield, CA93305

Ben Lomond Market
Christa Shananman
9440 Mill St.
Ben Lomond, CA95005

Bishop Market
Ray Akari
2110 N Main St
Bishop, CA93514

Merciers Enterprises Inc
Charles Mercier
901 N San Fernando Blvd
Burbank, CA91504

Rio Ranch Market
Zee Haifa
3317 W. Ramsey
Banning, CA92220

Doucette LLC d/b/a Community Market
Mark Doucette
PO Box 800
Big Bear City, CA92314

La-Colmena Market
Rene Teinado
1191 H Street
Brawley, CA92227

Canyon Lake Market
Hanni Taha
31682 Railroad Canyon Rd
Canyon Lake, CA92587

Murphy's Market, Inc.
Don Rosebrook
785 Bayside Rd.
Arcata, CA95521
707-822-7665

J.J. Market, Inc.
Gordon Foy
2792 Halycyon Rd.
Arroyo Grande, CA93420
805-489-9311

Rainbow Market
Jeremy Obedi
430 Baker St
Bakersfield, CA93305
661-325-7970

Rio Ranch Market
Zee Haifa
3317 W. Ramsey
Banning, CA92220
951-849-0667

My-T-Fine Foods Inc
Kyle DeFoer
21919 Hwy 299 E
Bella Vista, CA96008
530-549-4884

Ben Lomond Market
Christa Shananman
9440 Mill St.
Ben Lomond, CA95005
831-336-3900

Doucette LLC d/b/a Community Market
Mark Doucette
PO Box 800
Big Bear City, CA92314
909-585-2641

Carroll's Market
Dean Rossi
136 S. Main St.
Big Pine, CA93513
760-938-2718

Bishop Market
Ray Akari
2110 N Main St
Bishop, CA93514
661-333-1017

La-Colmena Market
Rene Teinado
1191 H Street
Brawley, CA92227
760-344-2518

Handy Market, Inc.
Mark Arzoian
2514 West Magnolia Blvd.
Burbank, CA91505
818-848-2500

Merciers Enterprises Inc
Charles Mercier
901 N San Fernando Blvd
Burbank, CA91504
818-968-8984

KV Mart Co Canyon Lake Market
David Beale
1245 E Watson Center Rd
Carson, CA90745
Hanni Taha
31682 Railroad Canyon Rd
Canyon Lake, CA92587
951-244-0311

KV Mart Co
David Beale
1245 E Watson Center Rd
Carson, CA90745
310-816-0200

Super Toro Loco
Daher Halum
68395 Ramon Rd
Cathedral City, CA92234
760-770-9191

Sandra Parriott
Sandra Parriott
PO Box 10
Cedarville, CA96104

Petro Consultating Sandra Parriott
Eric Dransfield
3733 Main St
Chula Vista, CA91911
Sandra Parriott
PO Box 10
Cedarville, CA96104
530-279-2626

Sunny's Market
Malik Healu
449 Broadway St
Chula Vista, CA91910

Carnival Supermarket
Jihaan Barbat
870 Third Ave
Chula Vista, CA91911
619-869-4455

Petro Consultating
Eric Dransfield
3733 Main St
Chula Vista, CA91911
951-200-3300

Sunny's Market
Malik Healu
449 Broadway St
Chula Vista, CA91910
619-425-8946

Fayad Kassis
Fayad Kassis
18039 Valley Blvd
City of Industry, CA91744
626-272-8003

Fresco Supermarket
Davis Lee
15233 E Gale Ave
City of Industry, CA91745
626-961-5717

Fresco Supermarket
Davis Lee
15233 E Gale Ave
City of Industry, CA91745

Foods Etc.
Dennis Darling
15920 Lakeshore Dr.
Clearlake, CA95422
707-994-6423

Hillside Market
Dave Hill
28420 Yosemite Springs Pkwy
Coarsegold, CA93614
559-658-7800

Super A Foods Inc
Raul Alvarez
7200 Dominion Circle
Commerce, CA90040
323-869-0600

Unified Grocers
Fred Ruehl
5200 Sheila St

Super A Foods Major Brand Gas Of Concord Inc

Solano Market
Dong Park
2191 Solano Way

Commerce, CA90040
[323-881-4295](tel:323-881-4295)

Raul Alvarez
7200 Dominion Circle
Commerce, CA90040
[Gursharnjeet Cheema](mailto:Gursharnjeet.Cheema@concordca.gov)
[1500 Concord Ave](mailto:1500_Concord_Ave@concordca.gov)
[Concord, CA94520](mailto:Concord_CA94520@concordca.gov)
[925-864-9121](tel:925-864-9121)

Concord, CA94520
[925-825-1460](tel:925-825-1460)

Major Brand Gas Of Concord Inc
Gursharnjeet Cheema
1500 Concord Ave
Concord, CA94520

Circle K Stores, Inc.
Joy Powell
495 E. Rincon St., Ste. #150
Corona, CA92879
[951-270-5112](tel:951-270-5112)

Irvine Ranch Market
David Wong
2651 Irvine Ave., Suite J 1 A
Costa Mesa, CA92627
[949-631-4404](tel:949-631-4404)

[Keith's Family Food Center](mailto:Keith's_Family_Food_Center@concordca.gov)
[Mark Smith](mailto:Mark_Smith@concordca.gov)
[P.O. Box 575](mailto:P.O._Box_575@concordca.gov)
[Covelo, CA95428](mailto:Covelo_CA95428@concordca.gov)
[707-983-6633](tel:707-983-6633)

Keith's Family Food Center
Mark Smith
P.O. Box 575
Covelo, CA95428

Goodwins Markets
David Grotewald
PO Box 3269
Crestline, CA92325

Cutler Food Mart
Yakoob Muhamed
40312 Rd 128
Cutler, CA93615

Jack's Gas & Deli
Haitam "Nathan" Mohamed
40312 Rd 128
Cutler, CA93615

State Market
KC Singh
1020 Cecil Ave
Delano, CA93215

J&S Oil Enterprises LLC
Akram Ali
24721 Gingerwood
Diamond Bar, CA91765

Parkers Corner
Harminder Bhogal
9305 Midway
Durham, CA95938

Mnts Inc
Sean Taat
633 W Manchester Blvd
Eglewood, CA90301

Valley Max Supermarkets
Sam Badrani
2040 E Valley Pkwy
Escondido, CA92027

Waris Enterprise, Inc.
Rajinder Sandhu
7891 Mirabel Rd
Forestville, CA95436

KP International Market
Larry Fults
10971 Olson Dr
Francho Cordova, CA95670

Frazier Park Market Inc
Jack Johnson
PO Box 2080
Frazier Park, CA93225

California Fresno Investment Co. d/b/a
Bad Bud's
D.W. Ruschhaupt, Jr.
3242 E. Garrett Ave.
Fresno, CA93706

SDM Bros Inc
Gurcharan Singh
4811 E Butler Ave
Fresno, CA93727

Evergreen Markets, Inc.
Nathan Tucker
PO Box 298
Greenville, CA95947

[Goodwins Markets](#)
[David Grotewald](#)
[PO Box 3269](#)
[Crestline, CA92325](#)
[909-338-1705](#)

[Cutler Food Mart](#)
[Yakoob Muhamed](#)
[40312 Rd 128](#)
[Cutler, CA93615](#)
[559-471-5523](#)

[Jack's Gas & Deli](#)
[Haitam "Nathan" Mohamed](#)
[40312 Rd 128](#)
[Cutler, CA93615](#)
[559-471-5523](#)

[State Market](#)
[KC Singh](#)
[1020 Cecil Ave](#)
[Delano, CA93215](#)
[661-725-0469](#)

[J&S Oil Enterprises LLC](#)
[Akram Ali](#)
[24721 Gingerwood](#)
[Diamond Bar, CA91765](#)
[509-469-1936](#)

[Parkers Corner](#)
[Harminder Bhogal](#)
[9305 Midway](#)
[Durham, CA95938](#)
[530-345-9801](#)

[Mnts Inc](#)
[Sean Taat](#)
[633 W Manchester Blvd](#)
[Englewood, CA90301](#)
[310-412-3044](#)

[Valley Max Supermarkets](#)
[Sam Badrani](#)
[2040 E Valley Pkwy](#)
[Escondido, CA92027](#)
[760-807-8315](#)

[Waris Enterprise, Inc.](#)
[Rajinder Sandhu](#)
[7891 Mirabel Rd](#)
[Forestville, CA95436](#)
[707-887-2024](#)

[KP International Market](#)
[Larry Fults](#)
[10971 Olson Dr](#)
[Francho Cordova, CA95670](#)
[916-969-7576](#)

[Frazier Park Market Inc](#)
[Jack Johnson](#)
[PO Box 2080](#)
[Frazier Park, CA93225](#)
[661-392-9444](#)

[California Fresno Investment Co. d/b/a Bad Bud's](#)
[D.W. Ruschhaupt, Jr.](#)
[3242 E. Garrett Ave.](#)
[Fresno, CA93706](#)
[559-486-0220](#)

[SDM Bros Inc](#)
[Gurcharan Singh](#)
[4811 E Butler Ave](#)
[Fresno, CA93727](#)
[559-255-7383](#)

[Evergreen Markets, Inc.](#)
[Nathan Tucker](#)
[PO Box 298](#)
[Greenville, CA95947](#)
[530-284-7313](#)

[Klamath Kingfisher Inc](#)
[Erin Hillman](#)
[143 Davis Rd](#)
[Happy Camp, CA96039](#)
[530-493-2621](#)

[Klamath Kingfisher Inc](#)
[Erin Hillman](#)
[143 Davis Rd](#)
[Happy Camp, CA96039](#)

[Wiley's Supermarket, Inc.](#)
[Kenny Wiley](#)
[P.O. Box 1000](#)
[Hayfork, CA96041](#)
[530-628-5646](#)

[Arrow Petroleum Inc](#)
[Paul Baskaron](#)
[636 W Florida Ave](#)
[Hemet, CA92543](#)
[951-929-7000](#)

[Wally's Marketplace](#)
[Wally Daoud](#)
[836 Palm Ave](#)
[Imperial Beach, CA91932](#)
[619-424-8129](#)

[Wally's Marketplace](#)
[Wally Daoud](#)
[836 Palm Ave](#)
[Imperial Beach, CA91932](#)

[R-Ranch Markets Inc](#)
[Nasser Shalabi](#)
[13985 E Live Oak Ave](#)
[Irwindale, CA91706](#)
[626-814-2900](#)

[Sierra Gateway Markets](#)
[Mark Preston](#)
[13432 Sierra Way](#)
[Kernville, CA93238](#)
[760-376-2424](#)

[Los Compadres Meat Market](#)
[Marleny Merino](#)
[161 S Main St](#)
[Lake Elsinore, CA92530](#)
[661-313-8536](#)

[Los Compadres Meat Market](#)
[Marleny Merino](#)
[161 S Main St](#)
[Lake Elsinore, CA92530](#)

[So Cal Recreation, Inc.](#)
[Charles Kinstler](#)
[22771 Centre Dr.](#)
[Lake Forest, CA92630](#)
[949-770-0055](#)

[County Fair Market, Inc.](#)
[Mike Anderson](#)
[10415 Main St.](#)
[Lamont, CA93241](#)
[661-845-2208](#)

[Family Food Land Market, Inc.](#)
[Mike Anderson](#)
[10415 Main St.](#)
[Lamont, CA93241](#)
[661-845-2208](#)

[Family Food Land Market, Inc.](#)
[Mike Anderson](#)
[10415 Main St.](#)
[Lamont, CA93241](#)

[Farmer's Mart](#)
[Normy Mashhour](#)
[8202 Pearl Blossom Hwy](#)
[Little Rock, CA93543](#)
[661-944-1364](#)

[Mar-Val Food Stores Inc](#)
[Nancy Worthy](#)
[856 N Sacramento St Suite C](#)
[Lodi, CA95240](#)
[209-304-7966](#)

[Lone Pine Market](#)
[Ray Akari](#)
[119 S Main St](#)
[Lone Pine, CA93545](#)
[661-333-1017](#)

[Lone Pine Market](#)
[Ray Akari](#)

[Fresco Community Markets LLC](#)
[Helena Jubany](#)
[5914 Monterey Rd.](#)
[Los Angeles, CA90042](#)

[Jons International Marketplace](#)
[Rose Bueno](#)
[5315 Santa Monica Blvd](#)
[Los Angeles, CA90029](#)

[Root 3 Corporation](#)
[Veronica Diaz](#)
[4040 W Washington Blvd](#)
[Los Angeles, CA90018](#)

119 S Main St
Lone Pine, CA93545

[323-274-1040](tel:323-274-1040)

[323-460-4646](tel:323-460-4646)

[323-732-1207](tel:323-732-1207)

Root 3 Corporation
Veronica Diaz
4040 W Washington Blvd
Los Angeles, CA90018

Sky's Gourmet Family of Companies
Mary Burrell
5408 W Pico Blvd
Los Angeles, CA90019

Lucerne Valley Market
Bob Richards
PO Box 749
Lucerne Valley, CA92356

Ord Market, Inc.
Darryl Choates
2700 Imjin Road
Marina, CA93933

Pioneer Market & Pharmacy
Jason Dubberke
P.O. Box 2128
Mariposa, CA95338

Farmers Market Place
Sabrina Boggs
1912 Covillaud St
Marysville, CA95901

Save Mart Supermarkets
Don Prince
PO Box 4278
Modesto, CA95352

Spencer's Summer Fresh Markets
John Daly
2650 Main St
Morro Bay, CA93442

Sierra Hills Market, Inc.
Michael Croshaw
117 E. Hwy 4
Murphys, CA95247

Anjels, Inc.
Sam Khalil
P.O. Box 272
New Cuyama, CA93254

Newport Bay Liquor, Inc. d/b/a Bal
Harbor Liquor
Harpreet Grewal
510 E. Balboa Blvd.
Newport Beach, CA92661

North Shore Sentry
Larry Montgomery
2265 Hwy 20
Nice, CA95464

Parvinder Singh
Parvinder Singh
3840 Madison Ave
North Highland, CA95660

Gazzali's Supermarket Corp.
Mike Gazzali
7000 Bancroft Ave.
Oakland, CA94605

Collins & Denny Corp
Sam Hasroun
434 Plumas Ave
Oroville, CA95965

[Sky's Gourmet Family of Companies](#)
[Mary Burrell](#)
[5408 W Pico Blvd](#)
[Los Angeles, CA90019](#)
[323-605-9513](#)

[Lucerne Valley Market](#)
[Bob Richards](#)
[PO Box 749](#)
[Lucerne Valley, CA92356](#)
[760-248-7311](#)

[Ord Market, Inc.](#)
[Darryl Choates](#)
[2700 Imjin Road](#)
[Marina, CA93933](#)
[831-884-0835](#)

[Pioneer Market & Pharmacy](#)
[Jason Dubberke](#)
[P.O. Box 2128](#)
[Mariposa, CA95338](#)
[209-742-6100](#)

[Farmers Market Place](#)
[Sabrina Boggs](#)
[1912 Covillaud St](#)
[Marysville, CA95901](#)
[530-743-6700](#)

[Save Mart Supermarkets](#)
[Don Prince](#)
[PO Box 4278](#)
[Modesto, CA95352](#)
[209-574-6299](#)

[Spencer's Summer Fresh Markets](#)
[John Daly](#)
[2650 Main St](#)
[Morro Bay, CA93442](#)
[805-772-8103](#)

[Sierra Hills Market, Inc.](#)
[Michael Croshaw](#)
[117 E. Hwy 4](#)
[Murphys, CA95247](#)
[209-728-3402](#)

[Anjels, Inc.](#)
[Sam Khalil](#)
[P.O. Box 272](#)
[New Cuyama, CA93254](#)
[661-766-2761](#)

[Newport Bay Liquor, Inc. d/b/a Bal Harbor](#)
[Liquor](#)
[Harpreet Grewal](#)
[510 E. Balboa Blvd.](#)
[Newport Beach, CA92661](#)
[949-675-6864](#)

[North Shore Sentry](#)
[Larry Montgomery](#)
[2265 Hwy 20](#)
[Nice, CA95464](#)
[707-274-0127](#)

[Parvinder Singh](#)
[Parvinder Singh](#)
[3840 Madison Ave](#)
[North Highland, CA95660](#)
[916-348-6564](#)

[Gazzali's Supermarket Corp.](#)
[Mike Gazzali](#)
[7000 Bancroft Ave.](#)
[Oakland, CA94605](#)
[510-569-8159](#)

[Collins & Denny Corp](#)
[Sam Hasroun](#)
[434 Plumas Ave](#)
[Oroville, CA95965](#)
[530-533-3414](#)

[Food Express](#)
[Gary Singh](#)
[671 Montgomery Street](#)
[Oroville, CA95965](#)
[510-377-5843](#)

Lakeside Market
Sue Martin
5252 Olive Highway
Oroville, CA95966
[530-589-1334](#)

[Food Express](#)
[Gary Singh](#)
[671 Montgomery Street](#)
[Oroville, CA95965](#)

Oceana Market
Matt Eager
200 Eureka Square
Pacifica, CA94044
[650-359-8181](#)

[Vallarta Supermarkets Inc](#)
[Mark Montelongo](#)
[10175 San Fernando Rd](#)
[Pacoma, CA91331](#)
[818-898-0088](#)

[Vallarta Supermarkets Inc](#)
[Mark Montelongo](#)
[10175 San Fernando Rd](#)
[Pacoma, CA91331](#)

Village Center Market
Mike Kridi
9508 E Palmdale Blvd
Palmdale, CA93591
[661-944-2496](#)

Stumps Village Markets
Dirk Stump
3770 Voltaire Ave.
Point Loma, CA92107
[619-226-9575](#)

[Guadalejara Supermarkets](#)
[Caterinna Bautista](#)
[566 E Date Ave](#)
[Porterville, CA98257](#)
[559-784-0511](#)

[Sierra Minit Marts, Inc.](#)
[Don Forrester](#)
[101 W. Morten](#)
[Porterville, CA93257](#)

[Guadalejara Supermarkets](#)
[Caterinna Bautista](#)
[566 E Date Ave](#)
[Porterville, CA98257](#)

[Oak Creek Market, Inc. d/b/a Daniels](#)
[Market](#)
[Ron Renner](#)
[1320 "D" St.](#)
[Ramona, CA92065](#)

[Oak Creek Market](#)[Sierra Minit Marts, Inc.](#)
[Ron Renner](#)
[1320 "D" St.](#)
[Ramona, CA92065](#)
[Don Forrester](#)
[101 W. Morten](#)
[Porterville, CA93257](#)
[559-784-4300](#)

[Daniel's OCM, Inc.](#)
[Ron Renner](#)
[1320 "D" St.](#)
[Ramona, CA92065](#)
[760-789-1155](#)

[Tower Energy d/b/a Tower](#)[Oak Creek](#)
[Market](#)
[Greg Lynch](#)
[1495 Lake Blvd, Inc.](#)
[Redding, CA96003](#)
[Ron Renner](#)
[1320 "D" St.](#)
[Ramona, CA92065](#)
[760-789-1155](#)

[Oak Creek Market, Inc. d/b/a Daniels Market](#)
[Ron Renner](#)
[1320 "D" St.](#)
[Ramona, CA92065](#)
[760-789-1155](#)

[Tower Energy d/b/a Tower Market](#)
[Greg Lynch](#)
[1495 Lake Blvd.](#)
[Redding, CA96003](#)
[530-241-4629](#)

[Gerrards Markets](#)
[Tom Reingrover](#)
[705 W. Cypress Ave.](#)
[Redlands, CA92373](#)
[909-793-2808](#)

[Gerrards Markets](#)
[Tom Reingrover](#)
[705 W. Cypress Ave.](#)
[Redlands, CA92373](#)

[Delucchi's Market](#)
[Enrique Sanchez](#)
[3640 Florence St](#)
[Redwood City, CA94063](#)
[650-868-9813](#)

[Redwood Valley Market Inc](#)
[Anthony Chehada](#)
[999 School Way](#)
[Redwood Valley, CA95470](#)
[707-485-8408](#)

[Maxi Foods Market](#)
[Ignacio Enriquez](#)
[4050 University Ave](#)
[Riverside, CA92501](#)
[951-328-9252](#)

[Maxi Foods Market](#)
[Ignacio Enriquez](#)
[4050 University Ave](#)
[Riverside, CA92501](#)

[Rama Management Inc](#)
[Raju Vatsavai](#)
[5720 Sycamore Canyon Blvd](#)
[Riverside, CA92507](#)

[Village Market](#)
[Nizzar Issa](#)
[PO Box 3470](#)
[Running Springs, CA92382](#)

[Compton's Market](#)
[Marty Wong](#)
[4065 McKinley Blvd](#)
[Sacramento, CA95819](#)

[Arcade Market](#)
[Mandeep Kaur](#)
[3173 Marysville Blvd](#)
[Sacramento, CA95815](#)

[Viva Supermarket](#)
[Sean Loloee](#)
[4211 Norwood Ave](#)
[Sacramento, CA95838](#)

[Kings Supermarket](#)
[Sam Alkakos](#)
[400 E El Camino Avenue](#)
[Sacramento, CA95815](#)

[Micnan LLC d/b/a Tooley Oil Company](#)
[David Tooley](#)
[1111 Exposition Blvd Suite 600](#)
[Sacramento, CA95815](#)

[Ali Family Inc](#)
[Walid Ali](#)
[4600 Broadway](#)
[Salida, CA95368](#)

[DIND Co.](#)
[Mehdi Ghassemi](#)
[PO Box 5102](#)
[San Clemente, CA92674](#)

[Keil's Food Stores](#)
[Brian Hair](#)
[3015 Clairmont Dr.](#)
[San Diego, CA92117](#)

[Windmill Farms Market](#)
[Angie Martinez](#)
[6386 Del Cerro Blvd](#)
[San Diego, CA92120](#)

[Mi Familia Supermarkets](#)
[Fausto Gutierrez](#)
[420 S Meadowbrook](#)
[San Diego, CA92114](#)

[Food Bargain Market](#)
[Jay Naoom](#)
[6261 Imperial Ave](#)
[San Diego, CA92114](#)

[Siesel's Meats](#)
[Robert Cababaz](#)
[4131 Ashton St](#)
[San Diego, CA92109](#)

[Rama Management Inc](#)
[Raju Vatsavai](#)
[5720 Sycamore Canyon Blvd](#)
[Riverside, CA92507](#)
[951-328-7975](#)

[Village Market](#)
[Nizzar Issa](#)
[PO Box 3470](#)
[Running Springs, CA92382](#)
[909-867-4330](#)

[Arcade Market](#)
[Mandeep Kaur](#)
[3173 Marysville Blvd](#)
[Sacramento, CA95815](#)
[916-920-8831](#)

[Compton's Market](#)
[Marty Wong](#)
[4065 McKinley Blvd](#)
[Sacramento, CA95819](#)
[916-456-2443](#)

[Kings Supermarket](#)
[Sam Alkakos](#)
[400 E El Camino Avenue](#)
[Sacramento, CA95815](#)
[916-922-5866](#)

[Micnan LLC d/b/a Tooley Oil Company](#)
[David Tooley](#)
[1111 Exposition Blvd Suite 600](#)
[Sacramento, CA95815](#)
[916-972-1228](#)

[Viva Supermarket](#)
[Sean Loloee](#)
[4211 Norwood Ave](#)
[Sacramento, CA95838](#)
[916-993-4100](#)

[Ali Family Inc](#)
[Walid Ali](#)
[4600 Broadway](#)
[Salida, CA95368](#)
[309-613-0050](#)

[DIND Co.](#)
[Mehdi Ghassemi](#)
[PO Box 5102](#)
[San Clemente, CA92674](#)
[949-310-6263](#)

[Food Bargain Market](#)
[Jay Naoom](#)
[6261 Imperial Ave](#)
[San Diego, CA92114](#)
[619-264-9244](#)

[Fresh Garden Market](#)
[Ricardo Hernandez](#)
[4291 Market St](#)
[San Diego, CA92102](#)
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[Arturo R Tresieras](#)
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[818-365-8859](#)

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[Steve Golchereh](#)
[728 Post St.](#)
[San Francisco, CA94109](#)
[415-673-5225](#)

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[510-352-5724](#)

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[Roban Saeed](#)
[2181 Doolittle Dr](#)
[San Lendo, CA94577](#)

[Blue Star Market Inc](#)
[Terry Konja](#)
[500 W San Marcos Blvd Suite 100](#)
[San Marcos, CA92069](#)
[760-798-2204](#)

[Trag's Market, Inc.](#)
[Barbara Lentz](#)
[303 Baldwin Ave.](#)
[San Mateo, CA94401](#)
[650-347-7021](#)

[Las Montana's Market](#)
[Tim Najib](#)
[13901 San Pablo Ave](#)
[San Pablo, CA94806](#)
[925-382-5269](#)

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[Tim Najib](#)
[13901 San Pablo Ave](#)
[San Pablo, CA94806](#)

[Marinwood Market](#)
[Jeanne Fitzgerald](#)
[155 Marinwood Ave](#)
[San Rafael, CA94903](#)
[415-491-1965](#)

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[1351 E Dyer Rd](#)
[Santa Ana, CA92705](#)
[714-546-8608](#)

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[15510 Carmenita Rd](#)
[Santa Fe, CA90670](#)
[562-345-9000](#)

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[15510 Carmenita Rd](#)
[David Berry](#)
[320 W 3rd St](#)
[Santa Fe, CA90670](#)[95401](#)
[707-542-8333](#)

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[Larry L. Wasem](#)
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[Santa Rosa, CA95403](#)
[707-578-5344](#)

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[Don Brown](#)
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[Santa Rosa, CA95401](#)[92070](#)
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[Farmer's Sentry Supermarket](#)
[Ron Mancasola](#)

Don Brown
30250 Hwy 78
Santa Ysabel, CA92070

14 Victor Square
Scotts Valley, CA95066
[831-438-4324](tel:831-438-4324)

111 Central Valley Hwy
Shafter, CA93263
[661-746-2271](tel:661-746-2271)

[4525 Shasta Dam Blvd
Shasta Lake, CA96019
530-243-4470](tel:530-243-4470)

Farmer's Sentry Supermarket
Ron Mancasola
4525 Shasta Dam Blvd
Shasta Lake, CA96019

Nielsen's Market, Inc.
Kim Jensen
608 Alamo Pintado Rd
Solvang, CA93463

El Rancho Marketplace
Greg King
2886 Mission Dr.
Solvang, CA93463

PriceCo Foods
Randy Toy
13765 Mono Way
Sonora, CA95370

Lunardi's Supermarket, Inc.
Christopher Booth
432 North Canal St., Suite 22
South San Francisco, CA94060

Valley Farm Market, Inc.
Robert Wainscott
9040 Campo Rd.
Spring Valley, CA91977

DMLS d/b/a Susanville Supermarket
Richard Barber
50 Grand Ave.
Susanville, CA96130

Oil and Water Pachanga Parkway LP
Lawrence Kourie
30515 Temecula Pkwy
Temecula, CA92592

Tower Energy Group
Gary DeFraga
1983 W 190th St., Ste. 100
Torrance, CA90504

Seaside Market
Frank Lopez
3801 Pacific Coast Hwy
Torrance, CA92505

Island Cove
Abdo Nasser
150 4th St., Ste 1
Treasure Island, CA94130

J&T, Inc. d/b/a Pueblo Ranch Market
Jamal Abuomar
14827 7th St.
Victorville, CA92395

Big Al's Market
Corey Harges
422 Main St.
Wheatland, CA95692

Shop-N' Save Market
Yassen Ali
421 7th Street
Williams, CA95987

Castaneda's Market
Jose Castaneda
8465 Old Redwood Hwy Suite 601
Windsor, CA95448

[El Rancho Marketplace](#)
[Greg King](#)
[2886 Mission Dr.](#)
[Solvang, CA93463](#)
[805-688-4300](#)

[Nielsen's Market, Inc.](#)
[Kim Jensen](#)
[608 Alamo Pintado Rd](#)
[Solvang, CA93463](#)
[805-688-3236](#)

[PriceCo Foods](#)
[Randy Toy](#)
[13765 Mono Way](#)
[Sonora, CA95370](#)
[209-532-4343](#)

[Lunardi's Supermarket, Inc.](#)
[Christopher Booth](#)
[432 North Canal St., Suite 22](#)
[South San Francisco, CA94060](#)
[650-588-7607](#)

[Valley Farm Market, Inc.](#)
[Robert Wainscott](#)
[9040 Campo Rd.](#)
[Spring Valley, CA91977](#)
[619-463-9595](#)

[DMLS d/b/a Susanville Supermarket](#)
[Richard Barber](#)
[50 Grand Ave.](#)
[Susanville, CA96130](#)
[530-257-5136](#)

[Oil and Water Pachanga Parkway LP](#)
[Lawrence Kourie](#)
[30515 Temecula Pkwy](#)
[Temecula, CA92592](#)
[760-846-4332](#)

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[Frank Lopez](#)
[3801 Pacific Coast Hwy](#)
[Torrance, CA92505](#)
[714-519-5379](#)

[Tower Energy Group](#)
[Gary DeFraga](#)
[1983 W 190th St., Ste. 100](#)
[Torrance, CA90504](#)
[310-538-8000](#)

[Island Cove](#)
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[150 4th St., Ste 1](#)
[Treasure Island, CA94130](#)
[415-391-2299](#)

[J&T, Inc. d/b/a Pueblo Ranch Market](#)
[Jamal Abuomar](#)
[14827 7th St.](#)
[Victorville, CA92395](#)
[760-843-7730](#)

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[Corey Harges](#)
[422 Main St.](#)
[Wheatland, CA95692](#)
[530-633-2779](#)

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[Yassen Ali](#)
[421 7th Street](#)
[Williams, CA95987](#)
[530-473-2895](#)

[Castaneda's Market](#)
[Jose Castaneda](#)
[8465 Old Redwood Hwy Suite 601](#)
[Windsor, CA95448](#)
[707-838-8820](#)

[Nugget Market, Inc.](#)
[Kraig Brady](#)
[168 Court St.](#)
[Woodland, CA95691](#)
[530-669-3300](#)

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[168 Court St.](#)
[Woodland, CA95691](#)

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[17287 Skyline Blvd](#)
[Woodside, CA94062](#)
[650-851-0914](#)

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[530-674-3822](#)

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[512 Main St](#)
[Antonito, CO81120](#)

[Clark's Market](#)
[Brian Morrison](#)
[215 S Monarch St, Ste G103](#)
[Aspen, CO81611](#)
[970-925-5295 x 102](#)

[The Grocery Store](#)
[Paul Peeples](#)
[381 Colorado Dr](#)
[Bayfield, CO81122](#)
[970-884-9523](#)

[Fairplay Markets LLC d/b/a](#)
[Prather's](#)
[James Dean](#)
[PO Box 1554](#)
[Fairplay, CO80440](#)
[719-836-1618](#)

[Fairplay Markets LLC d/b/a](#)
[Prather's](#)
[James Dean](#)
[PO Box 1554](#)
[Fairplay, CO80440](#)

[Village Market, Inc.](#)
[Jim Schrock](#)
[P.O. Box 459](#)
[Glenwood Springs, CO81602](#)
[970-309-3421](#)

[Columbine Market, Inc.](#)
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[210 Crest Wood Dr.](#)
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[970-524-3663](#)

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[Deb Messier](#)
[PO Box 65](#)
[La Veta, CO81055](#)
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[916 N Hwy 149](#)
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[Thaxton's Market](#)
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[117 Bent Ave](#)
[Las Animas, CO81054](#)
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[Chris Forbes](#)

Brent Thaxton
117 Bent Ave
Las Animas, CO81054

PO Box 760
Palisade, CO81526
[970-464-5686](tel:970-464-5686)

490 Sherman
Ridgeway, CO81432
[970-626-3582](tel:970-626-3582)

[3971 Big Horn Rd
Vail, CO81657
970-476-6301](tel:970-476-6301)

Sim's Market
Chris Forbes
3971 Big Horn Rd
Vail, CO81657

Suru LLC d/b/a Ksk Foodmarket
Sarveshwar Patel
141 Nott Hwy
Ashford, CT06278

Bozzuto's, Inc. d/b/a Adams Super Food Stores
David Hess
PO Box 486
Cheshire, CT06410

Guilford Food Center
Ron Rosa
77 Whitfield St.
Guilford, CT06437

Ted's Food Market
Deborah McNary
127 Main St.
Hebron, CT06237

Davis IGA, Inc.
Gary Davis
27 Kent Green Blvd.
Kent, CT06757

Village Market & Gas II LLC
Vin DeRosa
903 Exeter Rd
Lebanon, CT06749

Northford Stores
Nick Demos
1405 Middletown Ave Ste 6
Northford, CT06472

Natures Art Village
Linda Phillips
1650 Route 85
Oakdale, CT06370

Better Val-U Surpermarkets
Frank Bokoff
663 Norwich Rd
Plainfield, CT06374

Tops Markets
John Salerno
887 Mariden Waterbury Rd
Plantsville, CT6479

K&L, Inc. of Connecticut d/b/a Oliver's Supermarket
James Noble
75 Waterbury Rd.
Prospect, CT06712

Service America Corporation, d/b/a Centerplate, Inc.
Rina Teran, Legal Dept.
2187 Atlantic Street, 6th Floor
Stamford, CT06902

Tri-Town Foods
Jack Fitzpatrick
601 Norwich New London Turnpike
Uncasville, CT06360

MFV Enterprises, Inc.
Jim Magee
190 Weston Rd.
Weston, CT06883

[Suru LLC d/b/a Ksk Foodmarket](#)
[Sarveshwar Patel](#)
[141 Nott Hwy](#)
[Ashford, CT06278](#)
[860-805-1303](#)

[Bozzuto's, Inc. d/b/a Adams Super Food](#)
[Stores](#)
[David Hess](#)
[PO Box 486](#)
[Cheshire, CT06410](#)
[203-592-3168](#)

[Guilford Food Center](#)
[Ron Rosa](#)
[77 Whitfield St.](#)
[Guilford, CT06437](#)
[203-453-4849](#)

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[Deborah McNary](#)
[127 Main St.](#)
[Hebron, CT06237](#)
[860-228-4311](#)

[Davis IGA, Inc.](#)
[Gary Davis](#)
[27 Kent Green Blvd.](#)
[Kent, CT06757](#)
[860-927-4093](#)

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[903 Exeter Rd](#)
[Lebanon, CT06749](#)
[413-822-4387](#)

[Northford Stores](#)
[Nick Demos](#)
[1405 Middletown Ave Ste 6](#)
[Northford, CT06472](#)
[203-484-1175](#)

[Natures Art Village](#)
[Linda Phillips](#)
[1650 Route 85](#)
[Oakdale, CT06370](#)
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[860-621-5837](#)

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[James Noble](#)
[75 Waterbury Rd.](#)
[Prospect, CT06712](#)
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[Centerplate, Inc.](#)
[Rina Teran, Legal Dept.](#)
[2187 Atlantic Street, 6th Floor](#)
[Stamford, CT06902](#)

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[Jack Fitzpatrick](#)
[601 Norwich New London Turnpike](#)
[Uncasville, CT06360](#)
[860-848-0350](#)

[MFV Enterprises, Inc.](#)
[Jim Magee](#)
[190 Weston Rd.](#)
[Weston, CT06883](#)
[203-227-2066](#)

[Windham IGA](#)
[Rob Bounomano](#)
[422 Windham Rd.](#)
[Willimantic, CT06226](#)
[860-423-3056](#)

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[Rob Bounomano](#)
[422 Windham Rd.](#)
[Willimantic, CT06226](#)

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[Wendy Lemieux](#)
[372 Main St.](#)
[Winsted, CT06098](#)
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[Launch Newark LLC](#)
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[200 Interchange Blvd](#)
[Newark, DE19711](#)
[773-793-6401](#)

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[Jason Avant](#)
[200 Interchange Blvd](#)
[Newark, DE19711](#)

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[Chris Kenny](#)
[1600 W Newport Pike](#)
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[Alachua, FL32615](#)
[386-462-2284](#)

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[Charles Benberry](#)
[15560 NW US Hwy 441 Ste](#)
[200](#)
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[507 S Mathushek St](#)
[Bonifay, FL32425](#)
[850-547-5544](#)

[The Grocery Store](#)
[Jared Thomas](#)
[35 Jefferson St](#)
[Chattahoochee, FL32324](#)
[850-408-0296](#)

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[Jared Thomas](#)
[35 Jefferson St](#)
[Chattahoochee, FL32324](#)

[MJM Food Stores #2 LLC](#)
[Milan Patel](#)
[670 South County Road 419](#)
[Chuluota, FL32766](#)
[407-267-7863](#)

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[Scott Hayles](#)
[1814 US Hwy 90 W](#)
[DeFuniak Springs, FL32433](#)
[850-892-3022](#)

[The Village Grocer](#)
[Tony Harmon](#)
[PO Box 4317](#)
[Dowling Park, FL32060](#)
[386-658-3130](#)

[The Village Grocer](#)

[AMI 53 LLC](#)
[Syed Ali](#)

[Food Depot #2](#)
[Rob Lewis](#)

[Big Bend Fuel Inc](#)
[Chris Bruckner](#)

Tony Harmon
PO Box 4317
Dowling Park, FL32060

1300 NE 4th Ave
Fort Lauderdale, FL33304
[954-242-9612](tel:954-242-9612)

66 State Hwy 20 E
Freeport, FL32439
[850-835-4630](tel:850-835-4630)

[6912 Big Bend Rd
Gibsonton, FL33534
727-946-8727](tel:727-946-8727)

Big Bend Fuel Inc
Chris Brueckner
6912 Big Bend Rd
Gibsonton, FL33534

Leuenberger Enterprises, Inc.
Charlie Leuenberger
5355 Cotton St.
Graceville, FL32440

Team Z Entertainment LLC d/b/a
Rebounderz
David Zorn
14985 Old St Augustine Rd Unit 123
Jacksonville, FL32258

Fausto's Food Palace, Inc.
Alton Weekley
1105 White St.
Key West, FL33040

Spires IGA
Mike Spires
610 SW 1st St
Lake Butler, FL32054

Malone Foods IGA
Ben White
PO Box 748
Malone, FL32445

Williamson's Food Store
Brian Williamson
840 FL 21
Melrose, FL32666

B & R Supermarket, Inc.
Max Milam
11 N. Royal Poinciana Blvd., Ste. 100
Miami Springs, FL33166

Thuc Empire Inc
Thuc Trong Nguyen
1051 W Sand Lake Rd
Orlando, FL32809

Big Top Supermarket #2
Kenneth Shaw
1353 Coastal Hwy
Panacea, FL32348

AMI 63 LLC d/b/a AMI 67 Food Mart
Ali Hamid
3401 US 98 Bus
Panama City, FL32401

AMI 57 LLC d/b/a AMI 70 Food Mart
Ali Hamid
700 W 23rd St Suite D29
Panama City, FL32405

AMI Stores Management Inc
Ali Hamid
700 W 23rd St Suite 30D
Panama City, FL32405

Apple Market Inc
Cory Dull
1021 Scenic Hwy
Pensacola, FL32503

Duren's Piggly Wiggly
John Clarrey
125 W Hwy 98
Port Saint Joe, FL32456

[Leuenger Enterprises, Inc.](#)
[Charlie Leuenger](#)
[5355 Cotton St.](#)
[Graceville, FL32440](#)
[850-263-6360](#)

[Team Z Entertainment LLC d/b/a Rebounderz](#)
[David Zorn](#)
[14985 Old St Augustine Rd Unit 123](#)
[Jacksonville, FL32258](#)
[904-300-0070](#)

[Fausto's Food Palace, Inc.](#)
[Alton Weekley](#)
[1105 White St.](#)
[Key West, FL33040](#)
[305-294-5221](#)

[Spires IGA](#)
[Mike Spires](#)
[610 SW 1st St](#)
[Lake Butler, FL32054](#)
[386-496-3361](#)

[Malone Foods IGA](#)
[Ben White](#)
[PO Box 748](#)
[Malone, FL32445](#)
[850-569-2635](#)

[Williamson's Food Store](#)
[Brian Williamson](#)
[840 FL-21](#)
[Melrose, FL32666](#)
[352-475-1144](#)

[B & R Supermarket, Inc.](#)
[Max Milam](#)
[11 N. Royal Poinciana Blvd., Ste. 100](#)
[Miami Springs, FL33166](#)
[305-884-4870](#)

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[Thuc Trong Nguyen](#)
[1051 W Sand Lake Rd](#)
[Orlando, FL32809](#)
[407-577-7024](#)

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[850-653-6501](#)

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[1021 Scenic Hwy](#)
[Pensacola, FL32503](#)
[850-433-4381](#)

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[John Clarrey](#)
[125 W Hwy 98](#)
[Port Saint Joe, FL32456](#)
[850-227-1292](#)

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[Al Palladino](#)
[605 Hickman Circle](#)
[Sanford, FL32771](#)
[407-314-0677](#)

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[Al Palladino](#)
[605 Hickman Circle](#)
[Sanford, FL32771](#)

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[Nakul Patel](#)
[31431 N CR 435](#)
[Sorrento, FL32776](#)
[352-383-5001](#)

[Circle K Stores, Inc.](#)
[Elisa Goria](#)
[12911 Telecom Pkwy.](#)
[Tampa, FL33637](#)
[813-910-6806](#)

[City Discount Food Mart](#)
[Mayank Patel](#)
[8925 N Boulevard](#)
[Tampa, FL33604](#)
[813-931-5280](#)

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[Tampa, FL33604](#)

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[Basem Ali](#)
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[Tampa, FL33602](#)
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[David Rich](#)
[201 W River Road](#)
[Wewahitchka, FL32465](#)
[850-639-5343](#)

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[Adel, GA31620](#)
[229-896-4020](#)

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[103 Brookside Dr](#)
[Adel, GA31620](#)

[Mike's Country Stores](#)
[Michael Rogers](#)
[1629 South Philema Rd](#)
[Albany, GA31701](#)
[229-483-0444](#)

[Jay's IGA](#)
[Jay Williams](#)
[1022 Pierce St](#)
[Alma, GA31510](#)
[912-632-8511](#)

[Mercado Fresco LLC](#)
[Lisa Reeves](#)
[4166 Buford Hwy, Box G3](#)
[Atlanta, GA30345](#)
[404-579-2061](#)

[Mercado Fresco LLC](#)
[Lisa Reeves](#)
[4166 Buford Hwy, Box G3](#)
[Atlanta, GA30345](#)

[Southwest Georgia Oil Co Inc d/b/a Inland](#)
[Michelle Weckstein](#)
[1711 E Shotwel St](#)
[Bainbridge, GA39819](#)
[229-246-1553](#)

[Dixie Dandy IGA](#)
[Walter H Goodman](#)
[1015 Dothan Rd](#)
[Banbridge, GA39817](#)
[229-246-5484](#)

[Freshway Markets - Bryce Emory Inc](#)
[Mike Howell](#)
[335 College Dr](#)
[Barnesville, GA31008](#)
[770-358-1572](#)

[Freshway Markets - Bryce Emory Inc](#)
[Mike Howell](#)
[335 College Dr](#)
[Barnesville, GA31008](#)

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[Hitesh Patel](#)
[40 St Hwy 325](#)
[Blairsville, GA30512](#)
[706-745-0660](#)

[Cairo IGA](#)
[Troy Singletary](#)
[110 2nd Ave SE](#)
[Cairo, GA39828](#)
[229-377-3112](#)

[Rockdale Grocery Inc](#)
[Wendell \(Scott\) Lewis](#)
[PO Box 1517](#)
[Conyers, GA30012](#)
[770-922-9209](#)

[Rockdale Grocery Inc](#)

[Dennis Barot d/b/a Your Supermarket](#)

[Fresh Valu Foods](#)
[Woo Lee](#)

[Piggly Wiggly #173](#)
[Mike Stone](#)

Wendell (Scott) Lewis
PO Box 1517
Conyers, GA30012

Dennis Barot
605 B W 16th Ave
Cordele, GA31015
[229-322-0950](tel:229-322-0950)

2626 Rainbow Way
Decatur, GA30034
[404-542-0490](tel:404-542-0490)

[140 E Broad St
Doerun, GA31744
229-782-5211](tel:229-782-5211)

Piggly Wiggly #173
Mike Stone
140 E Broad St
Doerun, GA31744

McDaniel Grocery Inc d/b/a Piggly Wiggly
#287
Kevin McDaniel
1000 S Tennille St
Donalsonville, GA39845

Piggly Wiggly #025
Kun-Chen
3100 Washington Rd
East Point, GA30344

Block N Blade Butcher Shop, Inc.
Donna Eskew
7433 Sput Springs Rd., Ste. 103
Flowery Branch, GA30542

J&J Foods
Tauna Rucker
PO Box 977
Gainsville, GA30503

Convenience Stores, Inc. d/b/a Piggly
Wiggly
Bobby Lavender
1010 E. 3rd St.
Jackson, GA30233

Market Place -- Piggly Wiggly
Aryn Meghani
415 Lee St
Jefferson, GA30549

Pitts Bros Convenience Stores
Dwayne Pitts
275 Hwy 19 South
Leesburg, GA31763

Wayfield Foods Inc
Gregory Edenfield
PO Box 1370
Lithia Springs, GA30122

Thriftway Galaxy Food Store
Michael Grimes
178 S Victory Dr
Lyons, GA30436

Foothills IGA
Jeff Downing
70 Foothills Pkwy
Marble Hill, GA30148

Gratis Store Inc
Jennifer Schwebel
1986 Emmett Doster Road
Monroe, GA30656

[McDaniel Grocery Inc d/b/a Piggly Wiggly #287](#)
[Kevin McDaniel](#)
[1000 S Tennille St](#)
[Donalsonville, GA39845](#)
[229-524-1177](#)

[Piggly Wiggly #025](#)
[Kun Chon](#)
[3100 Washington Rd](#)
[East Point, GA30344](#)
[404-763-3835](#)

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[Donna Eskew](#)
[7433 Sput Springs Rd., Ste. 103](#)
[Flowery Branch, GA30542](#)
[678-848-5444](#)

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[Tauna Rucker](#)
[PO Box 977](#)
[Gainsville, GA30503](#)
[678-668-0648](#)

[Convenience Stores, Inc. d/b/a Piggly Wiggly](#)
[Bobby Lavender](#)
[1010 E. 3rd St.](#)
[Jackson, GA30233](#)
[770-775-4474](#)

[Market Place - Piggly Wiggly](#)
[Amy Meghani](#)
[415 Lee St](#)
[Jefferson, GA30549](#)
[706-367-5394](#)

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[275 Hwy 19 South](#)
[Leesburg, GA31763](#)
[229-392-4571](#)

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[Gregory Edenfield](#)
[PO Box 1370](#)
[Lithia Springs, GA30122](#)
[404-918-4717](#)

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[178 S Victory Dr](#)
[Lyons, GA30436](#)
[912-526-8164](#)

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[70 Foothills Pkwy](#)
[Marble Hill, GA30148](#)
[770-893-1000](#)

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[1986 Emmett Doster Road](#)
[Monroe, GA30656](#)
[404-925-2076](#)

[Hemrick's Super Thrift](#)
[Colon Hemrick](#)
[10 Franklin Rd](#)
[Newnan, GA30263](#)
[770-253-6667](#)

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[10 Franklin Rd](#)
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[Nicholls IGA](#)
[Andy Thomason](#)
[101 N Liberty St](#)
[Nicholls, GA31554](#)
[912-345-5366](#)

[Roberta Piggly Wiggly](#)
[Jim Owenby](#)
[490 E Crusselle St](#)
[Roberta, GA31078](#)
[478-836-3495](#)

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[Tracy Dilworth](#)
[721 Cook St](#)
[Royston, GA30662](#)
[706-498-4166](#)

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[Tracy Dilworth](#)
[721 Cook St](#)
[Royston, GA30662](#)

[Red & White Foods](#)
[Mitch Jones](#)
[3310 Ogeechee Rd](#)
[Savannah, GA31405](#)
[912-358-0511](#)

[Piglet Supermarkets, Inc.](#)
[Thomas "Bubba" Rogers](#)
[1053A Second St.](#)
[Soperton, GA30457](#)
[912-529-3434](#)

[Suggs Valley Fresh Market](#)
[Todd Suggs](#)
[222 Central Ave](#)
[Trion, GA30753](#)
[706-734-2101](#)

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[Todd Suggs](#)
[222 Central Ave](#)
[Trion, GA30753](#)

[Rubo's](#)
[Milton Patrick](#)
[1627 Pine Street](#)
[Unadilla, GA31091](#)
[229-535-6046](#)

[Satilla Grocery Inc](#)
[Les Youmams](#)
[21300 Hwy 82 Ste A](#)
[Waynesville, GA31566](#)
[912-778-5116](#)

[IGA Woodbine](#)
[Gunjan Patel](#)
[908 Georgia Ave](#)
[Woodbine, GA31569](#)
[912-576-2139](#)

[IGA Woodbine](#)
[Majors Management LLC](#)
[and Henry Heithaus](#)
[Gunjan Patel](#)
[908 Georgia Ave](#)
[Woodbine, GA31569](#)

[Henry \(Hank\) Heithaus](#)
[PO Box 1565](#)
[Lawrenceville, GA30046](#)
[301-785-7300](#)

[American Grocery](#)
[William Wong](#)
[148 E Marine Drive](#)
[Dededo, Guam96929](#)
[671-488-7072](#)

[Times Supermarkets](#)
[Chris Borden](#)
[3375 Koapaka St D-108](#)
[Honolulu, HI96819](#)
[808-831-0811](#)

[Island Grocery Depot](#)
[Jon Yasutake](#)
[PO Box 517](#)
[Kahului, HI96733](#)
[808-866-5011](#)

[Dahl's Foods](#)
[Kyra Eidbo](#)
[4343 Merle Hay Road](#)
[Des Moines, IA50310](#)
[515-278-1657](#)

[Sandhu Shiva Investment Inc](#)
[Harjit Chaudhary](#)
[630 SW 9th](#)
[1401 Buchanan St](#)
[Des Moines, IA50309](#)
[50316](#)
[951-588-7888](#)

Barnes Foodland
Michael Barnes
622 10th St
DeWitt, IA52742
[563-659-3136](tel:563-659-3136)

Stokes Market
Steve Stokes
185 N. Main St.
Aberdeen, ID83210
[208-397-4186](tel:208-397-4186)

Kens Food Market
Sherrie Garner
548 Tyage Ave
American Falls, ID83211
[208-226-2501](tel:208-226-2501)

A&A Market
Kent Cummins
PO Box 836
Arco, ID83213

Dave's Market
Dave Jacobson
PO Box 744
Ashton, ID83420

Atkinson's Valley Market
Jim Carlson
PO Box 835
Bellevue, ID83313

Kesler's Market
Bob Kesler
925 W Bridge St
Blackfoot, ID83221

M&W Markets
Jim Tate
3310 S Gekeler Lane
Boise, ID83706

Loveland's General Store
Blake Loveland
45 N Superior St
Cambridge, ID83610

Adamson's
Brent Adamson
PO Box 129
Carey, ID83320

Village Square
Tonya Clifford
PO Box 7070
Challis, ID83226

Lamb's Market
Scott Lamb
1307 E Hwy 93 S
Challis, ID83226

Southside Market
Brock Lenz
PO Box 848
Glenns Ferry, ID83623

Corner Market
Traci Stewart
412 E 1st St
Glenns Ferry, ID83623

Cook's
Saul Cook
501 Main St
Gooding, ID83330

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[Kent Cummins](#)
[PO Box 836](#)
[Arco, ID83213](#)
[208-527-8582](#)

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[Dave Jacobson](#)
[PO Box 744](#)
[Ashton, ID83420](#)
[208-652-7771](#)

[Atkinson's Valley Market](#)
[Jim Carlson](#)
[PO Box 835](#)
[Bellevue, ID83313](#)
[208-788-7788](#)

[Kesler's Market](#)
[Bob Kesler](#)
[925 W Bridge St](#)
[Blackfoot, ID83221](#)
[208-785-0555](#)

[M&W Markets](#)
[Jim Tate](#)
[3310 S Gekeler Lane](#)
[Boise, ID83706](#)
[208-344-8568](#)

[Loveland's General Store](#)
[Blake Loveland](#)
[45 N Superior St](#)
[Cambridge, ID83610](#)
[208-257-3813](#)

[Adamson's](#)
[Brent Adamson](#)
[PO Box 129](#)
[Carey, ID83320](#)
[208-823-4314](#)

[Lamb's Market](#)
[Scott Lamb](#)
[1307 E Hwy 93 S](#)
[Challis, ID83226](#)
[208-879-4456](#)

[Village Square](#)
[Tonya Clifford](#)
[PO Box 7070](#)
[Challis, ID83226](#)
[208-879-4650](#)

[Corner Market](#)
[Traci Stewart](#)
[412 E 1st St](#)
[Glenns Ferry, ID83623](#)
[208-366-7411](#)

[Southside Market](#)
[Brock Lenz](#)
[PO Box 848](#)
[Glenns Ferry, ID83623](#)
[208-366-7481](#)

[Cook's](#)
[Saul Cook](#)
[501 Main St](#)
[Gooding, ID83330](#)
[208-934-8449](#)

Chappels Market
Gary Chappel
180 S. State St.
Hagerman, ID83332
[208-837-6600](#)

Bisharat Market
Rashid Bisharat
177 Main St
Inkom, ID83245
[208-775-3511](#)

Robins Roost
Doug Drake
4150 N Big Springs Loop Rd
Island Park, ID83429
[208-558-7440](#)

Ivie's Market
Justin Ivie
PO Box 366
Mackay, ID83251
[208-588-3361](#)

Thomas Market
Jerry Thomas
170 S Main St
Malad, ID83252
[208-766-4030](#)

Corey Watson d/b/a Glenwood IGA
Corey Watson
P.O. Box 2079
Orofino, ID83544
[208-476-3011](#)

S&S Foods
Sammy Bhardwaj
501 S Main St
Pierce, ID83546
[208-464-2332](#)

[Nel's Bi-Lo](#)
[Barry Dutton](#)
[333 N 15th Ave](#)
[Pocatello, ID83201](#)

K&B Kwik Stop
Dave Kraning
150 Jefferson Ave
Pocatello, ID83201
[208-234-0642](#)

[Nel's Bi-Lo](#)
[Barry Dutton](#)
[333 N 15th Ave](#)
[Pocatello, ID83201](#)
[208-232-5739](#)

Floyd's Harvest Foods
Dan Akins
PO Box 545
Potlatch, ID83855
[208-875-0616](#)

Moldenhauer Inc
Mike Moldenhauer
618 North 2nd East
Rexburg, ID83440
[801-618-7992](#)

Broulim's Super Market, Inc.
Robert Broulim
182 N. State St.
Rigby, ID83442
[208-745-9201](#)

Riggins One Stop
Kim Zolman
PO Box 466
Riggins, ID83549
[208-628-3000](#)

Saveway Market
Nathan Bills
PO Box 640
Salmon, ID83467
[208-756-2822](#)

McGregor Stores
Brian McGregor
105 E. College
St. Maries, ID83861
[208-245-5504](#)

Moody's Market, Inc.
Chester Schilling
40 Homer Dr.
St. Maries, ID83861

Star Mercantile
Justin Woods
PO Box 39
Star, ID83669

Genesee Food Centers
Gary Collins
1803 Hwy 99
Troy, ID83871

[208-245-6555](tel:208-245-6555)

Ridley's Family Markets
Lisa Koempin
621 Washington St. S.
Twin Falls, ID93301

El Paso Grande
Jaime Rodriguez
634 E New York St
Aurora, IL60505

CL Quick Stop of Belvidere
Kevin Olsen
1901 N State St
Belvidere, IL61008

Village Fresh Market
Jerry Kosmetatos
350 Lake Marian Rd
Carpentersville, IL60110

[208-286-7431](tel:208-286-7431)

Swensen's Markets, Inc.
Benjamin Swensen
115 Addison Ave.
Twin Falls, ID83301

Stroemer Foods Inc
Michael J Stroemer
575 Rodgers St
Barry, IL62312

Tom's Family of Stores
Thomas J Schmutz
22310 E Webb Rd
Bluford, IL62814

Kirby Foods Inc
Connie Alcorn
4102 B Fieldstone Rd
Champaign, IL61822

[509-330-1133](tel:509-330-1133)

S&W Supermarket
Gerald White
23 N Main St
Altamont, IL62411

Beecher City Foodliner
Tim Fasnacht
107 Charles St
Beecher City, IL62414

Ludlum Food Market
Gary Ludlum
1001 Cole St
Bushnell, IL61422

Cermak Fresh Market
Dan Mondane
2701 W North Ave
Chicago, IL60647

Ridley's Family Markets
Lisa Koopin
621 Washington St. S.
Twin Falls, ID93301
208-324-4633

Swensen's Markets, Inc.
Benjamin Swensen
115 Addison Ave.
Twin Falls, ID83301
208-734-9414

S&W Supermarket
Gerald White
23 N Main St
Altamont, IL62411
618-483-6191

El Paso Grande
Jaime Rodriguez
634 E New York St
Aurora, IL60505
630-898-6639

Stroemer Foods Inc
Michael J Stroemer
575 Rodgers St
Barry, IL62312
217-335-2516

Beecher City Foodliner
Tim Fasnacht
107 Charles St
Beecher City, IL62414
618-487-5239

CL Quick Stop of Belvidere
Kevin Olsen
1901 N State St
Belvidere, IL61008
815-543-3312

Tom's Family of Stores
Thomas J Schmutz
22310 E Webb Rd
Bluford, IL62814
618-755-9770

Ludlum Food Market
Gary Ludlum
1001 Cole St
Bushnell, IL61422
309-772-3144

Village Fresh Market
Jerry Kosmetatos
350 Lake Marian Rd
Carpentersville, IL60110
847-426-4646

Kirby Foods Inc
Connie Alcorn
4102 B Fieldstone Rd
Champaign, IL61822
217-352-2600

Cermak Fresh Market
Dan Mondane
2701 W North Ave
Chicago, IL60647
773-278-4447

County Fair Food Inc
William Baffes
10800 South Western Ave
Chicago, IL60643
708-299-4569

Fairplay Finer Foods
Billie Jo Palaggi
4640 S Halsted St
Chicago, IL60609
773-247-6997

Food Smart Grocery
John Mourikes
2901 W Armitage Ave
Chicago, IL60647
773-772-3200x1

One Stop Foods
Dennis Kaldis
PO Box 53545
Chicago, IL60653

Happy Foods
William Tarant
6415 N Central
Chicago, IL60646
773-774-4466

One Stop Foods
Dennis Kaldis
PO Box 53545
Chicago, IL60653
773-624-4444

County Fair Food IncPotash
Markets
William Baffes
10800 South Western Ave
Peter Kryger
1525 N. Clark Street
Chicago, IL6064360610
312-337-7537

Fairplay Finer Foods
Billie Jo Palaggi
4640 S Halsted St
Chicago, IL60609

Potash Markets
Peter Kryger
1525 N. Clark Street
Chicago, IL60610

Rico Fresh Market
David Villegas
3552 W Armitage
Chicago, IL60647

Food Smart GroceryRico Fresh Market
John Mourikes
2901
David Villegas
3552 W Armitage Ave
Chicago, IL60647
773-227-7972

Country Squire Foods
Jeff Jaber
113 W Joe Orr Rd
Chicago Heights, IL60411
708-756-0440

Supermercado La Chiquita Cermak
Lulu Jimenez
4926 W Cermak
Cicero, IL60650
708-780-7157

Clinton IGA, Inc.
Michael Chapman
220 E. Van Buren St.
Clinton, IL61727
[217-935-3779](tel:217-935-3779)

Eagle Enterprise Inc
Debra Mueller
110 S Randolph St
Coulterville, IL62237
[618-758-3663](tel:618-758-3663)

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville, IL61832
[217-446-8239](tel:217-446-8239)

Decatur Sparetime Lanes, Inc.
Gary Haines
2870 N. Jasper St.
Decatur, IL62526
[217-875-3141](tel:217-875-3141)

Shop & Save Market
Rory Hancock
518 Metropolitan Way
Des Plaines, IL60016
[847-227-5800](tel:847-227-5800)

Frey Enterprises, Inc.
Joe Frey
308 N. Main St.
Dupo, IL62239
[618-286-4519](tel:618-286-4519)

Save-A-Lot Effingham
Jeanette Gates
101 Keller Dr
Effingham, IL62401
[217-342-3094](tel:217-342-3094)

Eldorado Big John
Dan Doughty
PO Box 288
Eldorado, IL62930
[618-273-9811](tel:618-273-9811)

Dave's Supermarket
Mark Steffen
120 S 3rd St
Fairbury, IL61739
[815-692-2822](tel:815-692-2822)

Farmer City Market
Nick Patel
404 S Main St
Farmer City, IL61842

Tom's Supermarket
Richard Cashion
369 Market Place Drive
Freeburg, IL62243

Russell Oil Company
Leon Russell
PO Box 73
Galatia, IL62935

Valli Produce International Fresh Market
Joe Delulio
155 North Ave
Glendale Heights, IL60139

Exel Sales Inc
Jill Donovan
913 Greenwood Rd
Glenview, IL60025

Greenup IGA
Brad Williams
201 Cumberland
Greenup, IL62428

Tom Hayes
Tom Hayes
110 W Quincy Box 494
Griggsville, IL62340

Harvard GS Inc
Sam Singh
1300 N Division
Harvard, IL60033

Jacksonville County Market
Laurie Welsh
1255 W Morton
Jacksonville, IL62650

Lanark Food Center
Trushar Patel
113 N Broad St
Lanark, IL61046

Mike's Market
Mike Frost
133 N Church St
Louisville, IL62858

D&S Foods
Mike Brand
120 Bluff St
Marseilles, IL61341

[Farmer City Market](#)
[Nick Patel](#)
[404 S Main St](#)
[Farmer City, IL61842](#)
[224-587-0556](#)

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[Richard Cashion](#)
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[Freeburg, IL62243](#)
[618-539-3163](#)

[Russell Oil Company](#)
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[Galatia, IL62935](#)
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[Valli Produce International Fresh Market](#)
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[155 North Ave](#)
[Glendale Heights, IL60139](#)
[630-682-5200](#)

[Exel Sales Inc](#)
[Jill Donovan](#)
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[Glenview, IL60025](#)
[847-344-3268](#)

[Greenup IGA](#)
[Brad Williams](#)
[201 Cumberland](#)
[Greenup, IL62428](#)
[217-923-5045](#)

[Tom Hayes](#)
[Tom Hayes](#)
[110 W Quincy Box 494](#)
[Griggsville, IL62340](#)
[217-833-2481](#)

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[Laurie Welsh](#)
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[Jacksonville, IL62650](#)
[217-243-8615](#)

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[Lanark, IL61046](#)
[815-493-2750](#)

[Mike's Market](#)
[Mike Frost](#)
[133 N Church St](#)
[Louisville, IL62858](#)
[618-665-3151](#)

[D&S Foods](#)
[Mike Brand](#)
[120 Bluff St](#)
[Marseilles, IL61341](#)
[815-795-4200](#)

[Jambaa Inc dba Kraemart](#)
[Mike Kraemer](#)
[209 W Cumberland](#)
[Martinsville, IL62442](#)
[618-554-2487](#)

L&M Grocery
Leonard DeRousse
PO Box 306
Martinsville, IL62442
[217-382-4022](#)

L&M Grocery
Leonard DeRousse
308 E Black St
Martinsville, IL62442
[217-382-4022](#)

[Jambaa Inc dba Kraemart](#)[Mason City](#)
[IGA](#)
[Mike Kraemer](#)
[209 W Cumberland](#)
[Martinsville, IL62442](#)
[Jeff Ohney](#)
[201 West Elm](#)
[Mason City, IL62664](#)
[217-482-9442](#)

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[Jeff Ohney](#)
[201 West Elm](#)
[Mason City, IL62664](#)

[Mark's My Store](#)
[Larry Cowell](#)
[1512 Marion Ave](#)
[Mattoon, IL61938](#)
[217-235-0511](#)

[Food Park](#)
[Oleta Higginson](#)
[Route 14 W Randolph St](#)
[McLeansboro, IL62859](#)
[618-643-2217](#)

[Cut Mart](#)
[Ali Abukhdair](#)
[201 Main St](#)
[Mound City, IL62963](#)
[618-748-9245](#)

[Cut Mart](#)
[Ali Abukhdair](#)
[201 Main St](#)
[Mound City, IL62963](#)

[Mt Sterling IGA](#)
[Steve Kremer](#)
[200 S Pittsfield Rd](#)
[Mt Sterling, IL62353](#)
[217-773-2213](#)

[Garden Fresh Naperville](#)
[Nir Mor](#)
[955 W 75th St](#)
[Naperville, IL60565](#)
[630-961-9204](#)

[Neoga IGA](#)
[Sandra Szatkowski](#)
[186 W 6th St](#)
[Neoga, IL62447](#)
[217-895-2251](#)

[Neoga IGA](#)
[Sandra Szatkowski](#)
[186 W 6th St](#)
[Neoga, IL62447](#)

[JDM Grocery, Inc.](#)
[Jesse Mitsdarffer](#)
[PO Box 287](#)
[Oakwood, IL61858](#)
[217-354-4244](#)

[Foodtown](#)
[Ken Newton](#)
[26650 Hwy 3](#)
[Olive Branch, IL62969](#)
[618-776-5935](#)

[Kaufman's SuperValu](#)
[Jim Kaufman](#)
[204 N 4th St](#)
[Oregon, IL61061](#)
[815-732-7870](#)

[Kaufman's SuperValu](#)
[Jim Kaufman](#)
[204 N 4th St](#)
[Oregon, IL61061](#)

[Paxton IGA](#)
[Craig Riecks](#)
[144 West Pellis Street](#)
[Paxton, IL60957](#)
[217-379-3312](#)

[Topway Foods](#)
[Jim Harrison](#)
[1205 Main St.](#)
[Pecatonica, IL61063](#)
[815-239-2505](#)

[Shree Harikrupa, Inc.](#)
[Navin Dodia](#)
[800 NE Jefferson Avenue](#)
[Peoria, IL61603](#)
[309-222-6389](#)

Shree Harikrupa, Inc.
Navin Dedia
800 NE Jefferson Avenue
Peoria, IL61603

Pulaski Valu Mart
Gary Showmaker
PO Box 271
Pulaski, IL62976
[618-342-6321](tel:618-342-6321)

Red Bud IGA
Rebecca Carroll
1010 S Main St
Red Bud, IL62278
[618-282-6531](tel:618-282-6531)

[Kelley Williamson Co](#)
[Mark Long](#)
[1132 Harrison Ave](#)
[Rockford, IL61104](#)
[815-397-9410](tel:815-397-9410)

Kelley Williamson Co
Mark Long
1132 Harrison Ave
Rockford, IL61104

~~Kirchoff Gas and Food Mart Inc~~
Ravi Harsoor
4200 Kirchoff Rd
Rolling Meadow, IL60008

Meehan's IGA #2
Tom Meehan
PO Box 138
Roodhouse, IL62082

Art's Super Mart Inc
Joseph Dewey
29 N Eddy St
Sandwich, IL60548

KD Market
Thomas Kleszyk
1102 S Roselle Rd
Schaumburg, IL60193

Seneca Food Mart
P Patel
271 S Main St
Seneca, IL61360

Ambe Krupa Food & Liquor Inc
Vaibhav Patel
100 W Si Johnson Ave
Sheridan, IL60551

Spring Valley Supermarket
Robert Lee
117 S Spaulding
Spring Valley, IL61362

Blue Goose Market
Matt Bank
300 S 2nd St
St Charles, IL60174

Wessel's Deli
John Wessel
101 E Main St
Teutopolis, IL62467

Toledo IGA
Mark Talley
816 Courthouse Square
Toledo, IL62468

Toluca IGA
Mark Cherny
124 W Santa Fe Ave
Toluca, IL61369

Meehan's IGA #2
Tom Meehan
PO Box 138
Roodhouse, IL62082
217-589-4317

Art's Super Mart Inc
Joseph Dewey
29 N Eddy St
Sandwich, IL60548
815-786-6211

KD Market
Thomas Kleszyk
1102 S Roselle Rd
Schaumburg, IL60193
847-534-5939

Seneca Food Mart
P Patel
271 S Main St
Seneca, IL61360
815-357-6734

Ambe Krupa Food & Liquor Inc
Vaibhav Patel
100 W Si Johnson Ave
Sheridan, IL60551
224-425-2499

Spring Valley Supermarket
Robert Lee
117 S Spaulding
Spring Valley, IL61362
815-664-4385

Blue Goose Market
Matt Bank
300 S 2nd St
St Charles, IL60174
630-584-0900

Wessel's Deli
John Wessel
101 E Main St
Teutopolis, IL62467
217-663-0302

Toledo IGA
Mark Talley
816 Courthouse Square
Toledo, IL62468
217-849-2998

TrentonToluca IGA
Bruce Becker
491 E Broadway
Trenton, IL62293
Mark Cherny
124 W Santa Fe Ave
Toluca, IL61369
815-452-2336

Trenton IGA
Bruce Becker
491 E Broadway
Trenton, IL62293
618-224-0038

PCS Petroleum LLC
Harjot (Joty) Padda
913 Edwardsville Rd
Troy, IL62294
314-497-0134

Wayne City Phillips 66
Darren Greenwalt
107 N Main
Wayne City, IL62895

Wayne City Phillips 66
Darren Greenwalt
107 N Main
Wayne City, IL62895
618-231-1265

Bellettini Foods
Kirk Bellettini
1085 S Water St
Wilmington, IL60481
815-476-2136 x 11

Grand Food Center
Tim Lichter
606 Greenbay Road
Winnetka, IL60093

Worth BP IncGrand Food Center
Dipak Bhatt
10631 Southwest Hwy
Worth, IL60482
Tim Lichter
606 Greenbay Road
Winnetka, IL60093
847-446-6707

Albion Village FoodsWorth
BP Inc
Brian Zumbrun
605 S Orange
Albion, IN46701
Dipak Bhatt
10631 Southwest Hwy
Worth, IL60482
773-354-9688

Albion Village Foods
Brian Zumbrun
605 S Orange
Albion, IN46701
260-636-2228

Horner Foods Inc
Verlin Horner
302 N Harrison St
Alexandria, IN46001
765-705-4054

Harvest Supermarkets, Inc.
Don Murphy
915 Jackson St
Anderson, IN46016

Harvest Supermarkets, Inc.
Don Murphy
915 Jackson St
Anderson, IN46016
765-643-6415

AA Khatra Petroleum Inc
Sam Khatra
170 IN-135
Bargersville, IN46106
317-417-6193

PARI, Inc.
Dharmesh Patel
1340 E. S.R. 46
Batesville, IN47006

Berkeley Finer FoodsTRISHA SHIV Inc
Dennis D'Amato
5447 St Charles Rd
Berkeley, IN60163
Raj Patel
1340 E State Road 46
Batesville, IN47006
812-363-3176

[Revere's Food and Fuel LLC and Troy Lawyer](#)
[Troy Lawyer](#)
[3520 16th St](#)
[Bedford, IN47421](#)
[765-461-0562](#)

[Berkeley Finer Foods](#)
[Dennis D'Amato](#)
[5447 St Charles Rd](#)
[Berkeley, IN60163](#)
[708-547-0549](#)

[Harleen Gasoline LLC](#)
[Kulwinder Nagra](#)
[1206 US Hwy North](#)
[Berne, IN46711](#)
[260-402-7776](#)

[Harleen Gasoline LLC](#)
[Kulwinder Nagra](#)
[1206 US Hwy North](#)
[Berne, IN46711](#)

Aai Khodal Inc
Rakeshkumar Patel
9200 S Old State Highway 37
Bloomington, IN47403
[765-516-3458](#)

Posey's Supermarket
Richard Draeger
310 E Locust St
Booneville, IN47601
[812-897-5806](#)

[Page's Food Store](#)
[William Kinley](#)
[120 S Forest Ave](#)
[Brazil, IN47834](#)
[812-448-1779](#)

[Page's Food Store](#)
[William Kinley](#)
[120 S Forest Ave](#)
[Brazil, IN47834](#)

Bellman Oil Co Inc
Jamie Bellman
550 E 2nd St
Bremen, IN46506
[574-546-2342](#)

R&M Food Markets
Julie Ekstrom
501 South St
Brookston, IN47923
[765-563-3188](#)

[Brownsburg BP Inc](#)
[Kamal Jit Singh](#)
[51 Hornaday Rd](#)
[Brownsburg, IN46112](#)
[317-427-8290](#)

[Brownsburg BP Inc](#)
[Kamal Jit Singh](#)
[51 Hornaday Rd](#)
[Brownsburg, IN46112](#)

[Dala Petroleum Inc](#)
[Ramanjit \(Jimmy\) Singh](#)
[3135 N State Road 267](#)
[Brownsburg, IN46112](#)

[Family Mart](#)
[Ricky Singh](#)
[5726 N State Road 67](#)
[Bruceville, IN47516](#)

[Kaiser's Supermarket](#)
[Jeffrey Kaiser](#)
[PO Box 414](#)
[Butler, IN46721](#)

[Keywest, LLC](#)
[Tameka Arthur](#)
[PO Box 310](#)
[Camby, IN46113](#)

[Laser Flash, Inc.](#)
[Peter Murphy](#)
[617 Third Ave. SW](#)
[Carmel, IN46032](#)

[Pavey's Grocery Carthage](#)
[John Pavey](#)
[12 N Main](#)
[Carthage, IN46115](#)

[Kemper's Market](#)
[Mark Kemper](#)
[424 N State Street](#)
[Chandler, IN47610](#)

[Clayton Petroleum Inc](#)
[Kulwinder \(Sonny\) Singh](#)
[5871 Liberty Parkway](#)
[Clayton, IN46118](#)

[Scott Oil Inc](#)
[Brent Scott](#)
[PO Box 385](#)
[Clinton, IN47842](#)

[Raj and Baj Corp.](#)
[Rajwinder Kaur](#)
[1013 N. Main St.](#)
[Cloverdale, IN46120](#)

[Goss Grocery LLC](#)
[Adam Goss](#)
[5418 S. SR 109](#)
[Columbia City, IN46725](#)

[Green St Petroleum LLC](#)
[Ramanjit \(Jimmy\) Singh](#)
3195 N State Road 267 Suite 101
Brownsburg, IN46112
[317-695-4882](#)

[Family Mart](#)
[Ricky Singh](#)
5726 N State Road 67
Bruceville, IN47516
[317-478-0427](#)

[Kaiser's Supermarket](#)
[Jeffrey Kaiser](#)
PO Box 414
Butler, IN46721
[260-868-2391](#)

[Keywest, LLC](#)
[Tameka Arthur](#)
PO Box 310
Camby, IN46113
[317-496-4061](#)

[Laser Flash, Inc.](#)
[Peter Murphy](#)
617 Third Ave. SW
Carmel, IN46032
[317-571-1677](#)

[Pavey's Grocery Carthage](#)
[John Pavey](#)
12 N Main
Carthage, IN46115
[765-561-0660](#)

[Kemper's Market](#)
[Mark Kemper](#)
424 N State Street
Chandler, IN47610
[812-925-6286](#)

[SSA 4 Inc and Max Singh](#)
[Max Singh](#)
1175 Broadway
Chesterton, IN46304
[574-323-8695](#)

[Clayton Petroleum Inc](#)
[Kulwinder \(Sonny\) Singh](#)
5871 Liberty Parkway
Clayton, IN46118
[317-539-4123](#)

[Scott Oil Inc](#)
[Brent Scott](#)
PO Box 385
Clinton, IN47842
[765-832-2475](#)

[Main Gas & Grocery Inc](#)
[Harjinder Purewal](#)
1013 N Main St
Cloverdale, IN46120
[317-383-7263](#)

[Goss Grocery LLC](#)
[Adam Goss](#)
5418 S. SR 109
Columbia City, IN46725
[260-691-3151](#)

Bigfoot Food Stores, LLC
P.O. Box 347
Columbus, IN47202
[812-379-9227](#)

[NR-West, Inc.](#)
[Stephen E. Shirar](#)
4140 Jonathon Moore Pike
Columbus, IN47201

Circle K Midwest, LLC
Jim King
4080 W. Jonathan Moore Pike
Columbus, IN47201
[812-379-9227](#)

[Mahantlife Inc](#)
[Dhaval Kalaria](#)
2601 State St
Columbus, IN47201
[317-702-3905](#)

[Mahantlife NR West, Inc.](#)
[Dhaval Kalaria](#)
2601 State St
[Stephen E. Shirar](#)
4140 Jonathon Moore Pike
Columbus, IN47201
[812-342-4477](#)

[Clarks Eastside Market](#)
[Rich Owen](#)
1449 E 5th St
Connersville, IN47331

Ambishchambish Three Inc
Bobby Singh
3676 Western Ave
Connersville, IN47331
[765-354-8124](#)

[Clarks Eastside Market](#)
[Rich Owen](#)
1449 E 5th St
Connersville, IN47331
[765-825-6012](#)

Covington Foods, Inc.
Brian Carlson
P.O. Box 2061
Convington, IN47932
[765-362-8822](#)

Wise Way
Eugene Rosario
10839 Randolph St
Crown Point, IN46307
[219-661-1400](#)

Park N Shop
David Rhodes
1105 Lake Shore Drive
Culver, IN46511
[574-842-2450](#)

[Mega Foods LLC](#)
[Patrick O'Neil](#)
PO Box 302
Delphi, IN46923
[765-447-1089](#)

Wallman's Quality Foods
John McKean
123 E Franklin
Delphi, IN46923
[765-564-3795](#)

[Mega Foods LLC](#)
[Patrick O'Neil](#)
PO Box 302
Delphi, IN46923

Stiles & Simon Enterprises LLC
Barry Stiles
12465 Glennview Dr
Derby, IN47525
[812-639-1873](#)

Bawa Petroleum Inc. d/b/a Bawa
Food Mart
Kiranjit Bawa
22700 Old U.S. 20 E
Elkhart, IN46516
[574-389-8159](#)

[Burger Dairy Franklin Inc and](#)
[Harnoor Singh](#)
[Harnoor Singh](#)
1403 W Franklin St
Elkhart, IN46516
[574-314-0302](#)

Garden Food Inc
Ajmer (AJ) Singh
3011 R Belvedere Rd
Elkhart, IN46514
[208-305-9470](#)

[C.E. Taylor Oil, Inc.](#)
[Chuck Taylor](#)
10105 Hedden Rd
Evansville, IN47725

[Amreet Inc](#)
[Sumit Patel](#)

Brian Sitzman
Brian Sitzman

[Scott and Carissa Hettenbach](#)

[SVIB LLC C.E. Taylor Oil, Inc.](#)

[5015 N St Joseph Rd](#)
[Evansville, IN47720](#)
[847-909-8833](#)

1222 N Main St
Evansville, IN47711
[812-453-3721](#)

Scott Hettenbach
300 Hope Court
Evansville, IN47712

Vishal Modi
2910 N Stockwell
[Chuck Taylor](#)
[10105 Hedden Rd](#)
Evansville, IN47715
[812-486-7528](#)

ISAI Inc
Sumit Patel
6000 W St Joseph Rd
Evansville, IN47720

Amreet Inc
Sumit Patel
5015 N St Joseph Rd
Evansville, IN47720

Tiki Hut LLC
Randy Mathews
116 W Washington St
Fairmont, IN46928

Strough's Supermarket
Johnny Singh
624 N Madison
Fortville, IN46040

Fountain City Food and Fuel Inc
Rammy Grewal
402 US Hwy 27 N
Fountain City, IN47341

BHI Senior Living Inc
Dan Carr
2209 St Joe Center Rd
Ft Wayne, IN46825

Miller K Market
Ahmad Musleh
5019 US Hwy 12
Gary, IN46403

Floyd Central IGA LLC
Dennis Roudenbush
1042 N. Luther Rd.
Georgetown, IN47122

B&B Petro Inc
Kiranjit Bawa
915 E Kerchere Rd
Goshen, IN46526

Step Saver, Inc.
Crystal Marker
7349 Stone Mountain Road
Gosport, IN47333

AM Family Grocery
Amos Lengacher
18509 Hurshtown Rd
Grabill, IN46741

Jaysainath, Inc.
Alex Patel
12760 Adams Rd.
Granger, IN46530

[ISAI Inc](#)
[Sumit Patel](#)
[6000 W St Joseph Rd](#)
[Evansville, IN47720](#)
[847-909-8833](#)

[Scott and Carissa Hettenbach](#)
[Scott Hettenbach](#)
[300 Hope Court](#)
[Evansville, IN47712](#)
[812-480-7607](#)

[SVIB LLC](#)
[Vishal Modi](#)
[2910 N Stockwell Rd](#)
[Evansville, IN47715](#)
[812-430-9541](#)

[Tiki Hut LLC](#)
[Randy Mathews](#)
[116 W Washington St](#)
[Fairmont, IN46928](#)
[765-206-0164](#)

[Strough's Supermarket](#)
[Johnny Singh](#)
[624 N Madison](#)
[Fortville, IN46040](#)
[317-485-4061](#)

[Fountain City Food and Fuel Inc](#)
[Rammy Grewal](#)
[402 US Hwy 27 N](#)
[Fountain City, IN47341](#)
[317-997-6268](#)

[JA Petro Inc and Aman Singh](#)
[Aman Singh](#)
[1795 W SR 28](#)
[Frankfort, IN46041](#)
[765-242-9696](#)

[JSA Foodmart Inc and Amandeep Singh](#)
[Amandeep Singh](#)
[1795 W SR 28](#)
[Frankfort, IN46077](#)
[765-242-9696](#)

[BHI Senior Living Inc](#)
[Dan Carr](#)
[2209 St Joe Center Rd](#)
[Ft Wayne, IN46825](#)
[260-704-7998](#)

[Miller K Market](#)
[Ahmad Musleh](#)
[5019 US Hwy 12](#)
[Gary, IN46403](#)
[219-938-0160](#)

[Johnson Oil Co Inc and Dick Johnson](#)
[Dick Johnson](#)
[102 S Sycamore St](#)
[Gaston, IN46173](#)
[765-358-3965](#)

[Floyd Central IGA LLC](#)
[Dennis Roudenbush](#)
[1042 N. Luther Rd.](#)
[Georgetown, IN47122](#)
[812-923-8894](#)

[B&B Petro Inc](#)
[Kiranjit Bawa](#)
[915 E Kerchere Rd](#)
[Goshen, IN46526](#)
[574-533-7714](#)

[Step Saver, Inc.](#)
[Crystal Marker \(no longer there- divorce\)](#)
[7349 Stone Mountain Road](#)
[Gosport, IN47333](#)
[765-537-2233](#)

[AM Family Grocery](#)
[Amos Lengacher](#)
[18509 Hurshtown Rd](#)
[Grabill, IN46741](#)
[260-657-3500](#)

[US Petro Jaysainath, Inc.](#)
[Sanjeev Chander](#)
[1207 S Bloomington St](#)
[Greencastle, IN46135](#)

[Fair Brothers Inc](#)
[Sanjeev Chander](#)
[1207 S Bloomington St](#)
[Greencastle, IN46135](#)
[317-979-3590](#)

[Troy Stanton & Scott Stanton](#)
[Troy Stanton](#)
[1609 E US Hwy 40](#)
[Greencastle, IN46135](#)
[812-443-4663](#)

[Alex Patel](#)
[12760 Adams Rd.](#)
[Granger, IN46530](#)
[574-277-8102](#)

[US Petro Inc](#)
[Sanjeev Chander](#)
[1207 S Bloomington St](#)
[Greencastle, IN46135](#)
[765-653-4727](#)

[Tree City Travel Plaza LLC](#)
[Jeff Whitaker](#)
[1815 N Michigan Rd](#)
[Greensburg, IN47240](#)
[812-593-1648](#)

[Neathery Enterprises, Inc.](#)
[Brenda Neathery](#)
[PO Box 251](#)
[Greenwood, IN46142](#)

[Jonathan Byrd's Food Service At](#)
[Camp Atterbury LLC](#)
[John Gerber](#)
[PO Box 413](#)
[Greenwood, IN46142](#)
[317-881-8888](#)

[FC Market Neathery](#)
[Enterprises, Inc.](#)
[Gabriel Carrillo](#)
[5600 S Sohl Ave](#)
[Hammond, IN46320](#)
[Brenda Neathery](#)
[PO Box 251](#)
[Greenwood, IN46142](#)
[317-422-1300](#)

[FC Market](#)
[Gabriel Carrillo](#)
[5600 S Sohl Ave](#)
[Hammond, IN46320](#)
[219-852-4200](#)

[Strack & Van Til Super Market, Inc.](#)
[Sam VanTil](#)
[2244 45th St](#)
[Highland, IN46322](#)
[219-865-8990](#)

[Johnson Junction Inc d/b/a JJ's](#)
[Megan Reckelhoff](#)
[2840 Guilford St](#)
[Huntington, IN46750](#)

Jackson Oil
Lou Carter
1970 Kentucky Ave.
Indianapolis, IN46221

Ramjo, Inc.
Monica Heath
1970 Kentucky Ave.
Indianapolis, IN46221

Ray-Ron Corporation
Kevin Kelly
7201 West 10th St.
Indianapolis, IN46214

Pizzaco, Inc.
Paul Mobley
One Virginia Ave., Ste. 800
Indianapolis, IN46204

RFFS, Inc.
Terry Farabaugh
7044 Emblem Dr.
Indianapolis, IN46237

Stig, Inc.
Ryan P. Stigleman
6479 Titania Drive
Indianapolis, IN46236

Salhan, LLC
Dave Singh
4590 N. Shadeland Ave.
Indianapolis, IN46226

MLCF, Inc.
Mike Farabaugh
P.O. Box 47206
Indianapolis, IN46247

Marsh Supermarkets, LLC
Kent Tapley
9800 Crosspoint Blvd.
Indianapolis, IN46256

Jathedar Corporation [Johnson Junction](#)
[Inc d/b/a JJ's](#)
Mike Singh
8010 S. Madison Ave.
Indianapolis, IN46227
[Megan Reckelhoff](#)
[2840 Guilford St](#)
[Huntington, IN46750](#)
[260-355-2999](#)

SGPC, LLC
~~Dave~~ [AR 13 Inc](#)
[Ravi](#) Singh
~~3210 E Thompson~~
[7638 Acton](#) Rd
Indianapolis, IN ~~46322~~ [46259](#)
[317-292-0230](#)

~~Kwick Mart~~ [Bradbury Petroleum](#) Inc
~~Varinder Sahi~~
[Parmpal \(Paul\) Singh](#)
5405 W Bradbury [Ave](#)
Indianapolis, IN46241
[317-446-2878](#)

~~Guru Kirpa~~ [Emrich](#) Petroleum Inc
~~Harbhajan Bajwa~~
~~1368 Fortner Dr~~
[Jay Singh](#)
[324 W Morris St Unit B](#)
Indianapolis, IN ~~46231~~ [46225](#)
[732-581-8859](#)

Grace Foods Inc d/b/a Safeway
Corey Rowland
2153 Barth Ave
Indianapolis, IN46203
[317-780-5070](#)

Indy Go Gas & Convenience LLC
Gavin Hart
3802 W 96th St
Indianapolis, IN46268
[317-605-8725](#)

Jack Petroleum Inc
Jack Singh
2411 W 16th St
Indianapolis, IN46222
812-344-4870

Jackson Oil
Lou Carter
1970 Kentucky Ave.
Indianapolis, IN46221
317-636-4421

Jathedar Corporation
Mike Singh
8010 S. Madison Ave.
Indianapolis, IN46227
317-865-9538

Local Marathon Inc
Jay Singh
6429 S Mooresville Rd
Indianapolis, IN46221
732-581-8859

Mann Rd BP Inc
Baldev (Dave) Singh
6920 Mann Rd
Indianapolis, IN46221
317-362-5843

Marsh Supermarkets, LLC
Kent Tapley
9800 Crosspoint Blvd.
Indianapolis, IN46256
317-594-2100

MLCF, Inc.
Mike Farabaugh
P.O. Box 47206
Indianapolis, IN46247
317-441-6265

Noble Roman's Inc
Paul Mobley
6612 E 75th St Suite 450
Indianapolis, IN46250
317-634-3377

Pizzaco, Inc.
Paul Mobley
One Virginia Ave., Ste. 800
Indianapolis, IN46204
317-634-3377

Post Road Petroleum Inc
Dave Singh
1007 N Post Rd
Indianapolis, IN46219
317-702-0112

Ramjo, Inc.
Monica Heath
1970 Kentucky Ave.
Indianapolis, IN46221
317-878-2392

Ray-Ron Corporation
Kevin Kelly
7201 West 10th St.
Indianapolis, IN46214
317-247-9161

Rynard Properties LLC
Douglas Rynard
8220 Shelbyville Road
Indianapolis, IN46259
812-614-0856

Post Road Petroleum
Inc
Salhan, LLC
Dave Singh
1007 N Post Rd
4590 N. Shadeland Ave.
Indianapolis, IN ~~46219~~ 46226
317-362-5843

Local Marathon Inc
Jay Singh
6429 S Mooresville Rd
Indianapolis, IN46221

Saraga International Grocery
Babu Pandit
3605 Commercial Dr
Indianapolis, IN46222
317-388-9999

SGPC, LLC
Dave Singh
3210 E Thompson Rd
Indianapolis, IN46322
317-362-5843

Shadeland Petro Inc
Kulwinder (Sonny) Singh
3620 Shadeland Ave
Indianapolis, IN46226
317-270-0347

Shelby Petro Inc
Jay Singh
3502 Shelby St
Indianapolis, IN46227
317-602-4931

Ski Petro Inc
Sanjeev Chander
1215 S Girls School Rd
Indianapolis, IN46231
317-449-0017

Southeastern Petro Inc
Jay Singh
5060 Southeastern Ave
Indianapolis, IN46203
732-581-8859

Stig, Inc.
Ryan P. Stigleman
6479 Titania Drive
Indianapolis, IN46236
317-654-5153

~~Noble Roman's~~ Xpress Pantry
Inc
Paul Mobley
6612 E 75th St Suite 450
Varinder Sahi
5405 W Bradbury
Indianapolis, IN ~~46250~~ 46241
317-430-3434

~~Ski Petro Inc~~
Sanjeev Chander
1215 S Girls School Rd
Indianapolis, IN46231

YM Oil Inc
Parminder (Harry) Singh Malhi
2960 S Meridian St
Indianapolis, IN46225
317-440-4621

Jamestown IGA
Mike Cook
33 Brush St
Jamestown, IN46147
765-676-5541

[Houchens North Foods](#)
[Craig Knies](#)
[611 Bartley](#)
[Jasper, IN47546](#)
[812-482-1366](#)

[H & M Petroleum Inc](#)
[Rick Singh](#)
[4013 S. OO EW](#)
[Kokomo, IN46902](#)
[765-450-8426](#)

[Kiran Partners Inc](#)
[Rick Singh](#)
[615 N Washington](#)
[Kokomo, IN46901](#)
[765-513-5021](#)

[Love Food LLC](#)
[Mandeep Singh](#)
[1201 E Morgan St](#)
[Kokomo, IN46901](#)
[646-272-9906](#)

[Rick Singh](#)
[Rick Singh](#)
[615 N Washington](#)
[Kokomo, IN46901](#)
[765-513-5021](#)

[Miller's Markets](#)
[Garry Miller](#)
[PO Box 240](#)
[Lagrange, IN46761](#)
[260-463-4962](#)

Xpress-Pantry Inc
Varinder Sahi
5405 W-Bradbury
Indianapolis, IN46241

AR-13 Inc
Ravi Singh
7638 Acton Rd
Indianapolis, IN46259

Jack Petroleum Inc
Jack Singh
2411 W-16th St
Indianapolis, IN46222

Emrich Petroleum Inc
Jay Singh
324 W-Morris St-Unit B
Indianapolis, IN46225

Rynard Properties LLC
Douglas Rynard
8220 Shelbyville Road
Indianapolis, IN46259

Shelby Petro Inc
Jay Singh
3502 Shelby St
Indianapolis, IN46227

Southeastern Petro Inc
Jay Singh
5060 Southeastern Ave
Indianapolis, IN46203

Jamestown IGA
Mike Cook
33 Brush St
Jamestown, IN46147

Houchens North Foods
Craig Knies
611 Bartley
Jasper, IN47546

Rick Singh
Rick Singh
615 N Washington
Kokomo, IN46901

Kiran Partners Inc
Rick Singh
615 N Washington
Kokomo, IN46901

H & M Petroleum Inc
Rick Singh
4013 S. OO-EW
Kokomo, IN46902

Love Food LLC
Mandeep Singh
1201 E Morgan St
Kokomo, IN46901

Miller's Markets
Garry Miller
PO Box 240
Lagrange, IN46761

Hazen Enterprises LLC
Anthony Hazen
67015 US 31 South
Lakeville, IN46536

[Hazen Enterprises LLC](#)
[Anthony Hazen](#)
[67015 US 31 South](#)
[Lakeville, IN46536](#)
[574-784-9067](#)

Lakeville One Stop Inc
Khalsa Attinderpal Singh
110 N Michigan St
Lakeville, IN46536
[574-386-1158](#)

Bright Market
Dave Pinney
24072 State Line Rd
Lawrenceburg, IN47025

[Guillaume's Store](#)[Bright Market](#)
Beverly Guillaume
12228 Indiana Street
Leopold, IN47551
[Dave Pinney](#)
[24072 State Line Rd](#)
[Lawrenceburg, IN47025](#)
[812-637-1700](#)

[RGA Corp d/b/a RGA Oil](#)
[Gurpinder Singh](#)
[101 S Main St](#)
[Leesburg, IN46538](#)
[260-255-8915](#)

[Guillaume's Store](#)
[Beverly Guillaume](#)
[12228 Indiana Street](#)
[Leopold, IN47551](#)
[812-843-5134](#)

[IQRA Petroleum LLC](#)
[Sajid \(Sam\) Amin Sulehria](#)
[101 N Main St](#)
[Lynn, IN47355](#)
[773-931-9533](#)

[IQRA Petroleum LLC](#)
[Sajid \(Sam\) Amin Sulehria](#)
[101 N Main St](#)
[Lynn, IN47355](#)

SN Marathon LLC
Narpinder Singh
1806 Cragmont St
Madison, IN47250
[812-274-0578](#)

Horner's Butcher Block
Verlin Horner
825 E 30th St
Marion, IN46953
[765-662-6112](#)

[Marion Petroleum Inc](#)
[Ravinder Singh](#)
[2210 N Huntington Rd](#)
[Marion, IN46952](#)
[347-882-9701](#)

McClure Oil Corp.
Kelly McClure
PO Box 1750
Marion, IN46952
[765-674-9771](#)

[Marion Petroleum Inc](#)
[Ravinder Singh](#)
[2210 N Huntington Rd](#)
[Marion, IN46952](#)

Martinsville Food Mart LLC
Shalinder Kular
390 E Morgan St
Martinsville, IN46151
[317-750-3212](#)

[Lakeshore Food Corp d/b/a AI's Supermarkets](#)
[Robert Bline](#)
[PO Box 737](#)
[Michigan City, IN46360](#)
[219-879-3357](#)

Lakeshore Food Corp d/b/a
Al's Supermarkets
Robert Bline
PO Box 737
Michigan City, IN46360

Forks County Line Stores, Inc.
Jeff James
508 E Warren St
Middlebury, IN46540
[574-825-5896](tel:574-825-5896)

Shri Gianeshay Namah, Inc.
Bharat K. Patel
1408 Lincolnway East
Mishawaka, IN46544
[574-323-1113](tel:574-323-1113)

[Frabergs IGA
Ken Fraley
490 N. Chestnut St.
Monrovia, IN46157
317-996-2587](tel:317-996-2587)

Frabergs IGA
Ken Fraley
490 N. Chestnut St.
Monrovia, IN46157

Fraberg's IGA Inc
Ken Fraley
490 N Chestnut St
Monrovia, IN46157
[317-627-9469](tel:317-627-9469)

Baba Budha Corp d/b/a Town Mart
Paramjeet Guraya
249 W Washington St
Morgantown, IN46160
[812-597-5600](tel:812-597-5600)

[Manny, Inc
James Cavaletto
PO Box 445
Morristown, IN46161
765-763-6380](tel:765-763-6380)

[McKim's IGA
Larry Williams
1320 Main St.
Mt. Vernon, IN47620
812-838-6521](tel:812-838-6521)

[Gagan Petroleum Inc
Avtar Singh
5302 N Wheeling Ave
Muncie, IN47304
765-254-1330](tel:765-254-1330)

[HD Petroleum Inc and Dixit Patel
Dixit Patel
5302 Wheeling Ave
Muncie, IN47304
716-638-3177](tel:716-638-3177)

[Muncie Southside Shell Inc
Shalinder Kular
1401 E 29th St
Muncie, IN47302
317-750-3212](tel:317-750-3212)

[Royerton Foodmart Inc
Tejinder Toor
7910 N State Road 3
Muncie, IN47303
408-707-6676](tel:408-707-6676)

[Nashville Amoco
Steve Payne
P.O. Box 1955
Nashville, IN47448
812-988-1822](tel:812-988-1822)

[Groceries By Joe
Joe Laureys
485 E Michigan St
New Carlisle, IN46552
574-654-7422](tel:574-654-7422)

[LJ's Quick Thru of New Castle LLC
Jason Loveless
2323 Broad St
New Castle, IN47362
765-760-3135](tel:765-760-3135)

[Simran Petroleum Inc
Onkar Singh
68310 SR 15
New Paris, IN46553
574-831-3020](tel:574-831-3020)

[Meera Vashi - Subway
Meera Vashi
5522 Stacer Rd Suite B
Newburgh, IN47630
812-842-0615](tel:812-842-0615)

[Orland Mid Town Market
Richard \(Rick\) Rogers
9474 W State Route 120
Orland, IN46776
260-829-6936](tel:260-829-6936)

[Gallion's Supermarket, Inc.
Norm Gallion
P.O. Box 134
Orleans, IN47452
812-865-2727](tel:812-865-2727)

Manny, Inc
James Cavaletto
PO Box 445
Morristown, IN46161

McKim's IGA
Larry Williams
1320 Main St.
Mt. Vernon, IN47620

Gagan Petroleum Inc
Avtar Singh
5302 N Wheeling Ave
Muncie, IN47304

Royerton Foodmart Inc
Tejinder Toor
7910 N State Road 3
Muncie, IN47303

Muncie Southside Shell Inc
Shalinder Kular
1401 E 29th St
Muncie, IN47302

Nashville Amoco
Steve Payne
P.O. Box 1955
Nashville, IN47448

Groceries By Joe
Joe Laureys
485 E Michigan St
New Carlisle, IN46552

LJ's Quick Thru of New Castle LLC
Jason Loveless
2323 Broad St
New Castle, IN47362

Simran Petroleum Inc
Onkar Singh
68310 SR 15
New Paris, IN46553

Meera Vashi - Subway
Meera Vashi
5522 Stacer Rd Suite B
Newburgh, IN47630

Orland Mid Town Market
Richard (Rick) Rogers
9474 W State Route 120
Orland, IN46776

Gallion's Supermarket, Inc.
Norm Gallion
P.O. Box 134
Orleans, IN47452

SIYA, Inc.
Kentan Patel
645 N. Buckeye St. Hwy. 421
Osgood, IN47037
[812-689-5128](tel:812-689-5128)

Fellure Foods
Pauline Fellure
PO Box 197
Otterbein, IN47970
[765-583-4080](tel:765-583-4080)

Paragon Supermarket
Darla Bryant
309 West Union Street
Paragon, IN46166
[765-537-9622](tel:765-537-9622)

[OO Gas N Go Inc](#)
[James Onken](#)
[7175 S State Road 67](#)
[Pendleton, IN46064](#)
[317-339-3567](tel:317-339-3567)

[Plymouth Stop n Go Inc and Arshdeep Ralh](#)
[Arshdeep Ralh](#)
[2405 N Michigan St](#)
[Plymouth, IN46563](#)
[260-255-8914](tel:260-255-8914)

[Prairie Creek Food Mart Inc and Paramdeep Singh](#)
[Paramdeep Singh](#)
[15817 S State Rd 63](#)
[Prairie Creek, IN47869](#)
[203-543-0143](tel:203-543-0143)

[OO Gas N Go Inc](#)
[James Onken](#)
[7175 S State Road 67](#)
[Pendleton, IN46064](#)

Wills Market
Donnie Smith Jr
PO Box 32
Redkey, IN47373
[765-369-2226](tel:765-369-2226)

Don West
Don West
6329 750 SW
Reelsville, IN46171
[765-721-0218](tel:765-721-0218)

[Gurnav Inc](#)
[Gurpreet Singh](#)
[8530 E US Hwy 36](#)
[Rockville, IN47872](#)
[231-288-4887](tel:231-288-4887)

[Gurnav Inc](#)
[Gurpreet Singh](#)
[8530 E US Hwy 36](#)
[Rockville, IN47872](#)

Holiday Foods & Groceries, Inc.
Russell Winkler
P.O. Box 139
Santa Claus, IN47579
[812-937-4428](tel:812-937-4428)

Stone Ridge Station Inc
Keith Hedinger
1450 W Christmas Blvd
Santa Claus, IN47579
[812-683-9361](tel:812-683-9361)

[T&G Gas & Food Inc](#)
[Ravi Singh](#)
[829 N Ewing St](#)
[Seymour, IN47274](#)
[812-405-2650](tel:812-405-2650)

[T&G Gas & Food Inc](#)
[Ravi Singh](#)
[829 N Ewing St](#)
[Seymour, IN47274](#)

[Bowl Brb Inc](#)
[Brent Phillips](#)
[1601 S Miller St](#)
[Shelbyville, IN46176](#)

[One Stop Food and Shop](#)
[Kiranjit Bawa](#)
[209 W Sample](#)
[South Bend, IN46601](#)

[Martin's Super](#)
[Markets \[Bowl Brb\]\(#\) Inc](#)
[Gregory L Freehauf](#)

[Star 001 LLC](#)
[Kuljit \(Shawn\) Singh](#)

[Akash Oil & Gas Inc](#)
[Onkar Singh](#)
[2124 McKinley Ave](#)
[South Bend, IN46617](#)

[Martin's Super Markets Inc](#)
[Gregory L Freehauf](#)
[PO Box 2709](#)
[South Bend, IN46680](#)

PO-Box 2709
South Bend, IN46680
Brent Phillips
1601 S Miller St
Shelbyville, IN46176
812-375-4176

3323 Prairie Ave
South Bend, IN46614

574-202-0560

574-239-1828

One Stop Food and Shop
Kiranjit Bawa
209 W Sample
South Bend, IN46601
574-320-3242

Star 001 LLC
Kuljit (Shawn) Singh
3323 Prairie Ave
South Bend, IN46614
574-261-7281

Drake's Enterprise LTD
Jay & Jamie Francis
204 N Washington St
Swayzee, IN46986
765-480-3248

Drake's Enterprise LTD
Jay & Jamie Francis
204 N Washington St
Swayzee, IN46986

Baesler's Inc.
Bob Baesler
2900 Poplar St.
Terre Haute, IN47803
812-232-2498

Vik Ramjit Singh, Raju Bhaji and
Varinder Sahi
Vikramjit (Vik) Singh
2455 Lafayette Ave
Terre Haute, IN47805
917-344-0290

NANAK JI Inc
Himmat Singh
704 West Trafalgar Pointe Way
Trafalgar, IN46181
317-445-3737

Ps Upland Inc
Palwinder Singh
863 S Main
Upland, IN46989
929-393-2006

701 BP LLC
Balkrushna (Chris) Patel
701 W Main St
Vevay, IN47043
812-571-4732

Koontz Lake Market
Randy Kafantaris
7893 N. Hwy. 23
Walkerton, IN46574
574-586-7222

MaraCor Inc
Brian King
P.O. Box 371
Walton, IN46994
574-626-2514

Clarkson's Market
Chris Clarkson
106 E Main St.
Westport, IN47283
812-591-2510

Highway Petro Inc
Jay Singh
4102 IN-267
Whitestown, IN46075
732-581-8859

Williamsport Food Basket Inc
Emily Shireley
500 State Road 28 East
Williamsport, IN47993
765-762-2023

S&D's Market, Inc. d/b/a Sanders Foods
Jay Sanders
858 North Plymouth Rd.
Winamac, IN46996
574-946-3155

HGMG Inc
Harminder Gill
202 N Range St
Wolcott, IN47995
317-989-6696

NANAKJI Inc
Himmat Singh
704 West Trafalgar Pointe Way
Trafalgar, IN46181

Ps Upland Inc
Palwinder Singh
863 S Main
Upland, IN46989

701-BP LLC
Balkrushna (Chris) Patel
701 W Main St
Vevay, IN47043

Koontz Lake Market
Randy Kafantaris
7893 N. Hwy. 23
Walkerton, IN46574

MaraCor Inc
Brian King
P.O. Box 371
Walton, IN46994

Clarkson's Market
Chris Clarkson
106 E Main St.
Westport, IN47283

Highway Petro Inc
Jay Singh
4102 IN-267
Whitestown, IN46075

Williamsport Food Basket Inc
Emily Shireley
500 State Road 28 East
Williamsport, IN47993

S&D's Market, Inc. d/b/a Sanders Foods
Jay Sanders
858 North Plymouth Rd.
Winamac, IN46996

HGMG Inc
Harmander Gill
202 N Range St
Wolcott, IN47995

Worthington Foods, Inc. d/b/a
Worthington Country Markets
Timothy Wright
319 Canal St.
Worthington, IN47471
[812-875-2031](tel:812-875-2031)

[Kismat Petroleum Inc and
Parmpal Singh
Parmpal \(Paul\) Singh
3255 US 421
Zionsville, IN46077
317-313-5878](#)

Shalinder Kular
Shalinder Kular
11723 Walton Cres
Zionsville, IN46077
[317-750-3212](tel:317-750-3212)

Tri Star Food Mart Inc
Shalinder Kular
11723 Walton Cres
Zionsville, IN46077
[317-750-3212](tel:317-750-3212)

Farmers Country Market
Ben Parsons
1800 Central Ave
Dodge City, KS67801
[620-225-2981](tel:620-225-2981)

Santan County Foods Inc
Hugh Brown
602 S Main St
Johnson, KS67855
[620-492-2390](tel:620-492-2390)

Meade Thriftway
Brad Jansonius
922 W Carthage
Meade, KS67864
[620-873-5337](tel:620-873-5337)

Satanta Grocery
Renee Massey
109 E Comanche
Satanta, KS67870
[620-649-2741](tel:620-649-2741)

Venture Foods
Beth Geisick
PO Box 155
Sublette, KS67877
[620-675-2246](tel:620-675-2246)

Booneville Shopwise
Bart Patton
279 Kentucky 28
Booneville, KY41314
[606-593-7308](tel:606-593-7308)

Campbellsburg Supermarket
Stephen Smith
PO Box 189
Campbellsburg, KY40011
[502-532-7387](tel:502-532-7387)

Craycraft's IGA
Richard Brown
3500 Court Street
Catlettsburg, KY41129
[606-739-5141](tel:606-739-5141)

Riverside Supervalu
Victor Dawn
118 6th Ave
Dayton, KY41074
[859-466-1511](tel:859-466-1511)

Ron's Grocery
Jonathan Boggs
17624 Hwy 38
Ewart, KY40828
[606-837-0430](tel:606-837-0430)

Wyatt's SuperValu
Roger Craig
1310 West Shelby Street
Falmouth, KY41040
[859-654-3385](tel:859-654-3385)

Frenchburg IGA
Jerry "Skip" Nantz Jr
1175 Hwy 36
Frenchburg, KY40322
[606-454-6585](tel:606-454-6585)

Don's Super Saver
Scott Parsons
200 Waldon Rd
Harlan, KY40831
[606-573-0463](tel:606-573-0463)

Mike Phillips
Mike Phillips
PO Box 226
Hiseville, KY42152
[270-646-7103](tel:270-646-7103)

Horse Park LLC
Steve Chokshi
4538 Georgetown Rd
Lexington, KY40511

[Mustangs Mart LLC
Parminder Manak
5350 Athens Boonesboro Rd
Lexington, KY40509](#)

Retail Marketing Corporation
Doug Rowe
P.O. Box 120
London, KY40743

Loretto Foodland
Donnie Miles

[513-532-8959](tel:513-532-8959)

[859-644-2558](tel:859-644-2558)

[404-735-0102](tel:404-735-0102)

[4905 Hwy 52](tel:4905-Hwy-52)
[Loretto, KY40037](tel:Loretto-KY40037)

[Loretto Foodland](#)
[Donnie Miles](#)
[4905 Hwy 52](#)
[Loretto, KY40037](#)
[270-865-2941](tel:270-865-2941)

[Pic Pac Supermarket](#)
[Jonathon Reason](#)
[2421 W Market St](#)
[Louisville, KY40212](#)
[502-772-9338](tel:502-772-9338)

[ValuMarket Supermarket](#)
[J. Geoff Neumann](#)
[315 Whittington Pkwy](#)
[Louisville, KY40222](#)
[502-423-7110](tel:502-423-7110)

[Webb's Market Inc.](#)
[Tim Webb](#)
[944 E Muhammad Blvd](#)
[Louisville, KY40204](#)
[502-583-0318](tel:502-583-0318)

[Ryan Supply](#)
[Sandip Patel](#)
[8463 Aa Hwy](#)
[Maysville, KY41056](#)
[606-759-5696](tel:606-759-5696)

[Nortonville Bestway](#)
[Phil Gilkey](#)
[33 Main St](#)
[Nortonville, KY42442](#)
[270-676-3385](tel:270-676-3385)

[Taylor's Foodland](#)
[Bucky Bell](#)
[1403 W 2nd St](#)
[Owensboro, KY42301](#)
[270-683-1626](tel:270-683-1626)

[Bullock Oil Inc](#)
[Robby Bullock](#)
[36 Pendleton Rd](#)
[Pendleton, KY40055](#)
[502-817-6206](tel:502-817-6206)

[Robin Lyons d/b/a Marsh Corner Store & Deli](#)
[Robin Lyons](#)
[3855 Bethlehem Rd.](#)
[Pleasureville, KY40057](#)
[502-845-5058](tel:502-845-5058)

Webb's Market Inc.
Tim Webb
944 E Muhammad Blvd
Louisville, KY40204

Pic Pac Supermarket
Jonathon Reason
2421 W Market St
Louisville, KY40212

ValuMarket Supermarket
J. Geoff Neumann
315 Whittington Pkwy
Louisville, KY40222

Ryan Supply
Sandip Patel
8463 Aa Hwy
Maysville, KY41056

Nortonville Bestway
Phil Gilkey
33 Main St
Nortonville, KY42442

Taylor's Foodland
Bucky Bell
1403 W 2nd St
Owensboro, KY42301

Robin Lyons d/b/a Marsh
Corner Store & Deli
Robin Lyons
3855 Bethlehem Rd.
Pleasureville, KY40057

Redwood Markets Inc
Paula Wright
249 Dave Kelly Rd
Providence, KY42450
[270-667-9867](tel:270-667-9867)

Saver Group Inc
Keith DeFisher
2006 Corporate Dr
Richmond, KY40475
[270-283-1717](tel:270-283-1717)

[Quality Foods Inc](#)
[Gerry Justice](#)
[PO Box 2400](#)
[Robinson Creek, KY41560](#)
[606-639-9735](tel:606-639-9735)

Quality Foods Inc
Gerry Justice
PO Box 2400
Robinson Creek, KY41560

Thompson's Grocery
Jerry Thompson
725 Fellowship Rd
Smithland, KY42081
[270-994-8059](tel:270-994-8059)

Floyds Super Market Inc
Jerri Floyd
124 Buckman Lane
Union County, KY42461
[270-822-4656](tel:270-822-4656)

[Highflieger Inc](#)
[Pinankin "Pintu" Patel](#)
[6520 US Hwy 231](#)
[Utica, KY42376](#)
[201-920-1494](tel:201-920-1494)

Highflieger Viks Foodmart Inc
Pinankin "Pintu" Patel
6520
[Vikas Kumar](#)
[11707 US Hwy 231](#)
Utica, KY42376
[916-272-4286](tel:916-272-4286)

Maxie Pierce Grocery
Rebecca Boffy
25191 Louisiana Hwy 333
Abbeville, LA70510
[337-893-5312](tel:337-893-5312)

Robie's Food Centers
Jim Russo
604 S State St
Abbeville, LA70510
[337-893-4354](tel:337-893-4354)

Young's Grocery
Scott Young
24004 LA Hwy 333
Abbeville, LA70510
[337-893-3854](tel:337-893-3854)

~~Matherne's Supermarkets~~
~~Tony Matherne~~
~~7580 Bluebonnet Blvd~~
~~Baton Rouge, LA70810~~

Bet R Stores
Cliff Boulden
2812 Kalurah St
Baton Rouge, LA70808
[225-343-2361](tel:225-343-2361)

[Hi Nabor Supermarket](#)
[Jim Crifasi](#)
[7201 Winborne Ave](#)
[Baton Rouge, LA70805](#)
[225-357-1448](tel:225-357-1448)

Hi Nabor Supermarket [Matherne's Supermarkets](#)
Jim Crifasi
7201 Winborne Ave
[Tony Matherne](#)
[7580 Bluebonnet Blvd](#)
Baton Rouge, LA ~~70805~~ [70810](#)
[225-445-3971](tel:225-445-3971)

Tiger Stop LLC
Nav Thind
5635 Nicholson Dr
Baton Rouge, LA70820
[601-720-9956](tel:601-720-9956)

Trabona's Food Store
Nick Trabona
PO Box 206
Clinton, LA70722
[225-683-8287](tel:225-683-8287)

Oak Point Fresh Market
Ramona James
35045 Louisiana Hwy 16
Denham Springs, LA70706
[225-243-5309](tel:225-243-5309)

Champagne Market
Randy Champagne
1051 W Maple
Eunice, LA70535
[337-457-1893](tel:337-457-1893)

Galliano Food Store
Dannie Burregi
18210 West Main St
Galliano, LA70354
[985-632-7195](tel:985-632-7195)

Brown's Food Center
Jim Brown
620 Main St (Hwy 27)
Hackberry, LA70645

Retif Oil & Fuel LLC
Ryan Retif
1840 Jutland Dr
Harvey, LA70058

Marcel's Supermarket
Jeryl Marcel
2013 Hwy 182
Houma, LA70364

[337-762-4632](tel:337-762-4632)

Star A and G Supermarket
James M Odom
3003 Hwy 10
Jackson, LA70745
[225-634-1466](tel:225-634-1466)

[800-349-9000](tel:800-349-9000)

Mac's Supermarket
Roy Spence
2438 E Oak St
Jena, LA71342
[318-992-2425](tel:318-992-2425)

[985-879-2247](tel:985-879-2247)

Larry's Super Foods
Travis Roussel
1313 W Veterans Memorial Dr
Kaplan, LA70548
[337-643-6492](tel:337-643-6492)

[Simon's Supermarket](#)
[Monica Bass](#)
[212 E 11th St Lot 2](#)
[Kaplan, LA70548](#)
[337-643-7751](tel:337-643-7751)

[Superfoods Market](#)
[Pratt Reddy](#)
[331 Veterans Blvd](#)
[Kenner, LA70062](#)
[504-463-5095](tel:504-463-5095)

[Dave and Bittu LLC](#)
[Dave Thind](#)
[28010 US Hwy 190](#)
[Lacombe, LA70445](#)
[601-720-9956](tel:601-720-9956)

[Soprano's](#)
[Dennis Gremillion](#)
[8389 Hwy 190](#)
[Livonia, LA70755](#)
[225-637-4812](tel:225-637-4812)

[Piggly Wiggly](#)
[Paul Durnin Jr](#)
[54033 Hwy 1062](#)
[Loranger, LA70446](#)
[985-878-2417](tel:985-878-2417)

[Miller's Market](#)
[Todd Simon](#)
[120 Main St](#)
[Loreauville, LA70552](#)
[337-229-6386](tel:337-229-6386)

Simon's Supermarket
Monica Bass
212 E 11th St Lot 2
Kaplan, LA70548

Superfoods Market
Pratt Reddy
331 Veterans Blvd
Kenner, LA70062

Dave and Bittu LLC
Dave Thind
28010 US Hwy 190
Lacombe, LA70445

Soprano's
Dennis Gremillion
8389 Hwy 190
Livonia, LA70755

Piggly Wiggly
Paul Durnin Jr
54033 Hwy 1062
Loranger, LA70446

Miller's Market
Todd Simon
120 Main St
Loreauville, LA70552

Harvest Foods
Scott Key
241 Tunica Village Lane
Marksville, LA71351
[318-253-6561](tel:318-253-6561)

Brian's Supermarket
Brian Wederstrandt
18736 LA Hwy 22
Maurepas, LA70449
[225-910-2649](tel:225-910-2649)

Whitehall Grocery
Carli Fontenot
22633 Hwy 22
Maurepas, LA70449
[225-695-3030](tel:225-695-3030)

Chas Cannatella Sons Inc
Grant Cannatella
PO Box 267
Melville, LA71353
[337-623-4211](tel:337-623-4211)

[Conseco's 520](#)
[Mike Royer](#)
[1519-B Metairie Road](#)
[Metairie, LA70005](#)
[504-835-5979](tel:504-835-5979)

Dorignac's Food Center Corp.
Matthew Ratcliff
710 Veterans Memorial Blvd
Metairie, LA70005
[504-834-8216](tel:504-834-8216)

[Conseco's 520](#)
[Mike Royer](#)
[1519-B Metairie Road](#)
[Metairie, LA70005](#)

Simoneaud's East
Wayne Simoneaud
1502 E Main St
New Iberia, LA70560
[337-365-2258](tel:337-365-2258)

[USA Neighborhood Market](#)
[Moody Ahmad](#)
[8454 Morrison Rd](#)
[New Orleans, LA70127](#)

Sterling Fresh Foods LLC
James Hatchett
1010 Common St Ste 2500
New Orleans, LA70112
[504-529-9890](tel:504-529-9890)

[USA Neighborhood Market](#)
[Moody Ahmad](#)
[8454 Morrison Rd](#)
[New Orleans, LA70127](#)
[504-241-8048](tel:504-241-8048)

Greaud's Fine Foods
Patrick Greaud
217 Apple St
Norco, LA70079
[985-764-7786](tel:985-764-7786)

Buddy's IGA
Kirk Christian
197 Hwy 165 S
Oakdale, LA71463
[318-335-2872](tel:318-335-2872)

[Pierre Part Store](#) [Sunny Times LLC](#)
[Chris Rowell](#)
[3421 Hwy 70 S](#)
[Pierre Part, LA70339](#)
[Jagjit Singh](#)
[65583 Pump Slough Rd](#)
[Pearl River, LA70452](#)
[601-951-1534](tel:601-951-1534)

[Pierre Part Store](#)
[Chris Rowell](#)
[3421 Hwy 70 S](#)
[Pierre Part, LA70339](#)
[985-252-6261](tel:985-252-6261)

[Bohning and Co., Inc.](#)
[Chet Kolwe](#)
[PO Box 219](#)
[Ponchatoula, LA70454](#)
[985-386-3126](tel:985-386-3126)

[Sunny Times #7 LLC & Jagjit Singh](#)
[Jagjit Singh](#)
[27466 Highway 22](#)
[Ponchatoula, LA70454](#)
[601-951-1534](tel:601-951-1534)

[Bohning and Co., Inc.](#)
[Chet Kolwe](#)
[PO Box 219](#)
[Ponchatoula, LA70454](#)

Murray's Superette
Reid Alexander
44269 Hwy 429
Saint Amant, LA70774
[225-644-7767](tel:225-644-7767)

Romero's Grocery
Kenny Suire
1335 Hwy 93 N
Scott, LA70583
[337-896-6802](tel:337-896-6802)

[Lishman's City Market](#)
[Gary Cox](#)
[4020 Pontchartrain Dr](#)
[Slidell, LA70458](#)
[985-649-2180](tel:985-649-2180)

[Lishman's City Market](#)
[Gary Cox](#)
[4020 Pontchartrain Dr](#)
[Slidell, LA70458](#)

Kenyan Enterprises - Piggly Wiggly
Victor Krausch
543 S. Main St.
Springhill, LA71075
[318-539-9116](tel:318-539-9116)

[DeLaune's Supermarket](#)
[Jan Martinez](#)
[12516 Hwy 431](#)
[St Amant, LA70774](#)
[225-647-4987](tel:225-647-4987)

Tureau's Grocery
Nick Tureau
44463 Hwy 431
St Amant, LA70774
[225-622-4094](tel:225-622-4094)

DeLaune's Supermarket
Jan Martinez
12516 Hwy 431
St Amant, LA70774

Joyce's Supermarket #173
Lowell Gauthier
1620 S Main St
St Martinville, LA70582
[337-394-3655](tel:337-394-3655)

Big Star of Tallulah Inc d/b/a Doug's
Market
Douglas Curtis
400 E Darrow St
Tallulah, LA71282
[318-574-1574](tel:318-574-1574)

[Gaubert Food Marts Inc](#)
[Grady Gaubert](#)
[PO Box 310](#)
[Thibodaux, LA70302](#)
[800-256-1250](tel:800-256-1250)

Rouses Enterprises LLC
Daniel Pritchett
PO Box 5358
Thibodaux, LA70302
[985-447-5998](tel:985-447-5998)

Gaubert Food Marts Inc
Grady Gaubert
PO Box 310
Thibodaux, LA70302

Daigle's Supermarket
Chris Daigle
32845 Bowie St
White Castle, LA70788
[225-545-2267](tel:225-545-2267)

[Big E's Foodland, Inc.](#)
[Michael Superson](#)
[11 Union St.](#)
[E. Hampton, MA01027](#)
[413-527-2125](tel:413-527-2125)

[R&M IGA](#)
[Forest Robins](#)
[88 Washington St.](#)
[Eastport, MA04631](#)
[207-853-4050](tel:207-853-4050)

[A & J Seabra Supermarkets](#)
[Diane Stepalavich](#)
[440 Stafford Rd.](#)
[Fall River, MA02721](#)
[508-675-3240](tel:508-675-3240)

[Village Food Mart](#)
[Gary Magetto](#)
[43 Somers Rd](#)
[Hampden, MA01036](#)
[413-566-8717](tel:413-566-8717)

Big E's Foodland, Inc.
Michael Superson
11 Union St.
E. Hampton, MA01027

R&M IGA
Forest Robins
88 Washington St.
Eastport, MA04631

A & J Seabra Supermarkets
Diane Stepalavich
440 Stafford Rd.
Fall River, MA02721

Village Food Mart
Gary Magetto
43 Somers Rd
Hampden, MA01036

Compare Supermarkets Inc
Marc Iannotti
2A Adams St Extension
Lynn, MA01902
[781-581-9449](tel:781-581-9449)

Harry's Supermarket
Lynne McCluskey
290 Wahconah St.
Pittsfield, MA01201
[413-442-9084](tel:413-442-9084)

[B & D Petroleum Sales, Inc.](#)
[Michael F. McCarthy](#)
[1122 Bay Street](#)
[Springfield, MA01109](#)

[B & D Petroleum Sales, Inc.](#) [BZGJJ Corp](#)
[and Bassan Zeaiter](#)
Michael F. McCarthy
1122
[Bassan Zeaiter](#)
1112 Bay Street St
Springfield, MA01109
[978-764-1976](tel:978-764-1976)

Bel-Garden Market
Roland Altenburg
5950 Belair Rd
Baltimore, MD21206
[410-426-4770](tel:410-426-4770)

[Harvest Fare](#) [Geresbeck's Food Market](#)
Mike Lazarus
2905 Hamilton Ave
[John Stricker](#)
[2109 Eastern Blvd](#)
Baltimore, MD [21214](#) [21220](#)
[410-686-3487](tel:410-686-3487)

[Geresbeck's Food Market](#) [Harvest Fare](#)
John Stricker
2109 Eastern Blvd
[Mike Lazarus](#)
[2905 Hamilton Ave](#)
Baltimore, MD [21220](#) [21214](#)
[410-254-1603](tel:410-254-1603)

JM Kim Inc
Jae Won Kim
9402 Hines Estates Dr
Baltimore, MD21234
[410-961-4270](tel:410-961-4270)

Jubilee Foods
Rich Boyd
P.O. Box 460
Emmitsburg, MD21727
[301-447-6688](tel:301-447-6688)

Hebron Food Rite
Azaz Azam
100 S Main St
Hebron, MD21830
[410-749-3670](tel:410-749-3670)

McKay's
David McKay
PO Box 98
Hollywood, MD20636
[301-373-5848](tel:301-373-5848)

Brownings Shop 'N Save
Missie DiSimone
406 Weber Road
Oakland, MD21550
[301-334-4411](tel:301-334-4411)

Brackett's Market, Inc.
J. Steve Brackett
185 Front St.
Bath, ME04530
[207-443-2012](tel:207-443-2012)

Sandhu LLC d/b/a Samaiyra Mart
Gurmeet Singh
PO Box 204
Brownfield, ME04010
[207-935-7030](tel:207-935-7030)

Plummer's Store
Troy Plummer
235 Parker Farm Rd
Buxton, ME04093
[207-727-3126](tel:207-727-3126)

P&L Country Market
Ron Roberts
514 Corinna Rd
Dexter, ME04930
[207-924-5000](tel:207-924-5000)

Greene IGA
Paul Bussiere
PO Box 178
Greene, ME04236
[207-946-5100](tel:207-946-5100)

Goulette's IGA
Barry Goulette
54 Water St
Guilford, ME04443
[207-876-2282](tel:207-876-2282)

Future Foods
Walter Berry
5 Depot Sq
Mechanic Falls, ME04256
[207-345-2791](tel:207-345-2791)

Rideout's AG Market
Gail Rideout
116 Somerset St
Millinocket, ME04462
[207-723-8816](tel:207-723-8816)

Tony's Foodland
David Allenson
639 Roosevelt Trl
Naples, ME04055
[207-693-3988](tel:207-693-3988)

Princeton Group Foodmarts
Frederick Crowe
PO Box 69
Princeton, ME04668
[207-796-2244](tel:207-796-2244)

Rangeley IGA
Leona Kennett
PO Box 543
Rangeley, ME04970
[207-864-5089](tel:207-864-5089)

Jerry's Market
Peter Dunham
1022 Main St
Sanford, ME04073
[207-324-5834](tel:207-324-5834)

Burnt Cove Market
Vernon Seile
1 Burnt Cove Market Rd
Stonington, ME04681
[207-367-2681](tel:207-367-2681)

Trenton Market Place IGA
Mackenzie Leland
1007 Bar Harbor Rd
Trenton, ME04605
[207-667-9597](tel:207-667-9597)

The Common Market
Bill Gagne
PO Box 840
Union, ME04862
[207-785-6800](tel:207-785-6800)

[Wells Super Food Market](#)
[Nick Hunter](#)
[1517 Post Rd](#)
[Wells, ME04090](#)
[207-641-2125](tel:207-641-2125)

[Larry's Market](#)
[Peter Magaraggia](#)
[PO Box 319](#)
[Baraga, MI49908](#)
[906-352-6535](tel:906-352-6535)

[The Market](#)
[Stan Ochab](#)
[20175 Telegraph Rd.](#)
[Brownstown, MI48174](#)
[734-479-1240](tel:734-479-1240)

Wells Super Food Market
Nick Hunter
1517 Post Rd
Wells, ME04090

Larry's Market
Peter Magaraggia
PO Box 319
Baraga, MI49908

The Market
Stan Ochab
20175 Telegraph Rd.
Brownstown, MI48174

Settler's Co-op
Jeffrey Helsins
PO Box 50
Bruce Crossing, MI49912
[906-827-3515](tel:906-827-3515)

Miller's General Store Inc
Craig Miller
5948 W Levering Rd
Cross Village, MI49723
[231-526-5226](tel:231-526-5226)

The Store
Ron Hermanson
W17212 Main St
Curtis, MI49820
[906-586-6400](tel:906-586-6400)

Fairlane Food Center
Supermercado
Patrick Pattah
16520 W Warren Ave
Nick Sesi
2411 Central St
Detroit, MI ~~48228~~ **48209**
[313-843-0500](tel:313-843-0500)

Fairlane Food Center
Patrick Pattah
16520 W Warren Ave
Detroit, MI48228
[313-584-9630](tel:313-584-9630)

Grand Price Supermarket
Ronny Ayer
12955 Grand River Ave
Detroit, MI48227
[313-934-1000](tel:313-934-1000)

Azteca Supermercado
Nick Sesi
2411 Central St
Detroit, MI48209

Lance's Hometown Market
Omar Ayar
8656 Wyoming Ave
Detroit, MI48204
[313-931-2000](tel:313-931-2000)

Alpena Supermarket Inc
Nathan Neiman
2010 S River Road
East China, MI48054
[989-464-2661](tel:989-464-2661)

North River Party Shoppe
Ray Rosati
3742 N River Rd
Fort Gratiot, MI48059
[810-966-8357](tel:810-966-8357)

Oak Ridge Markets
Michael Kohler
31240 Groesbeck Hwy
Fraser, MI48026
[586-709-4165](tel:586-709-4165)

Gladstone SuperValu
Curt Spreen
409 N 9th St
Gladstone, MI49837
[906-428-9073](tel:906-428-9073)

Byron Township Motel LLC
Sudhir Modi
6569 Clay Ave SE
Grand Rapids, MI49548
[616-871-9700](tel:616-871-9700)

Hanover Market, LLC
Rick Bodell
127 W. Main St.
Hanover, MI49241
[517-563-8291](tel:517-563-8291)

Jim's Foodmart
William Winter
PO Box 95
Houghton, MI49931
[906-482-4080](tel:906-482-4080)

Angeli Food Co.
Dan Lambert
833 Riverside Plaza
Iron River, MI49935
[906-265-5107](tel:906-265-5107)

Jubilee Foods
Jeff Ofsdahl
318 W Adams
Iron River, MI49935
[906-265-5462](tel:906-265-5462)

Lofaro's Market
Tony Lofaro
800 Lakeshore
Ishpeming, MI49849

Jim's Jubilee Foods
Dustin Gransinger
PO Box 409
Ishpeming, MI49849
[906-486-4900](tel:906-486-4900)

Lofaro's Market
Tony Lofaro
800 Lakeshore
Ishpeming, MI49849
[906-486-4441](tel:906-486-4441)

Country Markets
Guy Kennedy
1821 Spring Arbor Rd
Jackson, MI49203
[517-787-6081](tel:517-787-6081)

Pat's Foods Enterprises
Joe Campioni
139 N. Main St.
L'Anse, MI49946
[906-524-6463](tel:906-524-6463)

Quality Dairy Co Inc
Jeff Schook
111 W Mount Hope Ave
Lansing, MI48910
[517-371-4955](tel:517-371-4955)

Larry's Foodland
Sherrie Beaver
33151 Plymouth
Livonia, MI48150
[734-422-2075](tel:734-422-2075)

Luna Pier Truck Center LLC
Sam Saad
4180 Luna Pier Rd
Luna Pier, MI48157
[313-258-4949](tel:313-258-4949)

Valle's Village Market
Mike Valle
1034 N. Third St.
Marquette, MI49855
[906-228-6487](tel:906-228-6487)

Angeli Foods

Metamora Foodland

Ebeling's IGA Supermarket

Jo Ann Puser
1401 - 8th Avenue
Menominee, MI49858
[906-863-5575](tel:906-863-5575)

Andy Abro
3889 S Lapeer Road
Metamora, MI48455
[810-678-2265](tel:810-678-2265)

Rose Schupp
529 Main St.
Norway, MI49870
[906-563-9581](tel:906-563-9581)

[Advance Management Solutions Group LLC](#)
[Jeff Schamanek](#)
[967 Hollow Corners Ct](#)
[Rochester, MI48307](#)
[248-790-5333](tel:248-790-5333)

[Cherry Creek Market](#)
[Michael Schwemin](#)
[PO Box 199](#)
[Skandia, MI49855](#)
[906-249-3377](tel:906-249-3377)

[Roger's Foodland](#)
[Tunie Duensing](#)
[4039 Hollywood Rd.](#)
[St. Josephs, MI49085](#)
[269-429-9661](tel:269-429-9661)

**Advance Management Solutions Group
LLC**
Jeff Schamanek
967 Hollow Corners Ct
Rochester, MI48307

Gary's Quality Foods
Deb Kruhmin
304 S Menominee
Stephenson, MI49887
[906-753-2216](tel:906-753-2216)

Paulbeck's Inc
Mike Paulbeck
171 Red Oak Dr
Aitkin, MN56431
[218-927-6919](tel:218-927-6919)

Jim's Marketplace Foods
James Baldus
301 11ths Street NE
Austin, MN55912
[507-433-1028](tel:507-433-1028)

Almich's Market
Brett Almich
34 East Center Ave
Clara City, MN56222
[507-530-1486](tel:507-530-1486)

Jim's Market
Brady Schneeberger
30 Central Ave N
Elbow Lake, MN56531
[218-685-4221](tel:218-685-4221)

Tony's SuperValu
Corey Jensen
1515 Hartford St
Hawley, MN56549
[218-483-3339](tel:218-483-3339)

Becker's SuperValu
Daryl Sifert
114 Vernon Ave
Morgan, MN56266
[507-249-3173](tel:507-249-3173)

Hartman's Supermarket
Mike Hartman
149 NW 1st St.
Ortonville, MN56278
[320-839-2583](tel:320-839-2583)

Jim's Market
Dean Ackerman
2525 20th St
Slayton, MN56172

Cherry Creek Market
Michael Schwemin
PO Box 199
Skandia, MI49855

Gary's Quality Foods
Jeff Peretto
PO Box 687
Wallace, MI49893
[806-788-4200](tel:806-788-4200)

Pete's County Market
Ryan Schmitz
2612 S Broadway St
Alexandria, MN55308
[320-762-1158](tel:320-762-1158)

Darold's SuperValu Foods
Dave Martin
200 12th St S
Benson, MN55215
[320-842-7261](tel:320-842-7261)

The Marhons Group
Randy Schroeder
310 Cokato St
Cokato, MN55321
[320-286-6342](tel:320-286-6342)

Eyota Market
Vicki Arendt
501 Glen St SW
Eyota, MN55934
[507-545-0108](tel:507-545-0108)

Erdman's County Market
Jill Duitsman
PO Box 338
Kasson, MN55944
[507-634-2731](tel:507-634-2731)

Willie's SuperValu
Max Martin
PO Box 147
Morris, MN56267
[320-589-4040](tel:320-589-4040)

Service Foods Market
Dana Still
250 E Main
Perham, MN56573
[218-640-0035](tel:218-640-0035)

Tauer's SuperValu
Lyn Johnson
101 W Central
Springfield, MN56087

Roger's Foodland
Tunie Duensing
4039 Hollywood Rd.
St. Josephs, MI49085

Baumann Food Pride
Terry Baumann
P.O. Box 277
Weidman, MI48893
[989-644-2022](tel:989-644-2022)

King's County Market
Steve Wotrang
13735 Round Lake Blvd
Andover, MN55308
[763-712-8191](tel:763-712-8191)

Blackduck Family Foods
Eric C Anderson
288 Frontage Road
Blackduck, MN56630
[218-835-4244](tel:218-835-4244)

Grand Central Inc.
Bob Hilgers
310 Frazee St. E.
Detroit Lakes, MN56501
[218-847-4401](tel:218-847-4401)

Palubicki's Food & Deli
Leah Palubicki
107 N Kaiser
Fosston, MN56542
[218-435-1454](tel:218-435-1454)

Brad's Market
Brad Minnehan
128 N Jefferson
Minnetonka, MN56264
[507-872-5183](tel:507-872-5183)

B&D Market
Mike Tersteeg
1002 W Lincoln Ave
Olivia, MN56277
[320-523-1626](tel:320-523-1626)

Tersteeg's
Connie Lechner
1111 East Bridge St
Redwood Falls, MN56283
[507-637-8332](tel:507-637-8332)

Trimont Town Center
Randy Grupe
Hwy 4 South
Trimont, MN56176

[507-836-6464](tel:507-836-6464)

[Doug's Supermarket](#)
[Steve Hagen](#)
[310 Main Ave. NE](#)
[Warroad, MN56763](#)
[218-386-1246](tel:218-386-1246)

[507-723-4175](tel:507-723-4175)

[Glenn's SuperValu](#)
[Glenn Kuck](#)
[491 Main Ave W](#)
[Winsted, MN55395](#)
[320-485-2123](tel:320-485-2123)

[507-236-8099](tel:507-236-8099)

[Mary's Market South](#)
[Steve Wallen](#)
[54 Mill Hill Road Suite Y](#)
[Bloomsdale, MO63627](#)
[573-483-2521](tel:573-483-2521)

Doug's Supermarket
Steve Hagen
310 Main Ave. NE
Warroad, MN56763

Glenn's SuperValu
Glenn Kuck
491 Main Ave W
Winsted, MN55395

Mary's Market South
Steve Wallen
54 Mill Hill Road Suite Y
Bloomsdale, MO63627

Town and Country
Lee Shryock
208 Lincoln Dr
Frerick Town, MO63645
[573-783-7877](tel:573-783-7877)

[SMVS LLC](#)
[Sanket Patel](#)
[4850 SE PP Hwy](#)
[Holt, MO64048](#)
[201-238-9213](#)

J & R Queens, Inc.
Raymond Queen
P.O. Box 2061
Imperial, MO63052
[314-609-5484](tel:314-609-5484)

[C&R Supermarkets Inc](#)
Mark Thomas
PO Box 337
Macon, MO63552

[The Butcher Block C&R](#)
[Supermarkets Inc](#)
Sherry Bollinger
Route 1
[Mark Thomas](#)
[PO Box 10337](#)
Patton, MO63662
[Macon, MO63552](#)
[660-385-2151](#)

[The Butcher Block](#)
[Sherry Bollinger](#)
[Route 1 Box 10](#)
[Patton, MO63662](#)
[573-866-3464](#)

Apple Market
Doug Sharp
1100 Branch St
Platte City, MO64079
[816-431-0246](tel:816-431-0246)

[RPCS, Inc.](#)
Larry Hayward
1878 S State Hwy 125
Rogerville, MO65742

[Food Giant RPCS, Inc.](#)
Dedra Clark
118 Industrial Dr
Sikeston, MO63801
[Larry Hayward](#)
[1878 S State Hwy 125](#)
[Rogerville, MO65742](#)
[417-829-9200](#)

[Food Giant](#)
[Dedra Clark](#)
[118 Industrial Dr](#)
[Sikeston, MO63801](#)
[573-380-9990](#)

Summer Fresh Supermarkets, Inc.
Mike Turk
3554 S. Campbell Ave.
Springfield, MO65807
[417-429-1595](tel:417-429-1595)

[TH Treats NC LLC](#)
Guy Mace
1525 E Republic Rd Suite
A-100
Springfield, MO65804

[G&W Foods Inc TH Treats NC](#)
[LLC](#)
Ron Branch
PO Box 329
Willow Springs, MO65793
[Guy Mace](#)
[1525 E Republic Rd Suite A-100](#)
[Springfield, MO65804](#)
[417-350-5099](#)

[G&W Foods Inc](#)
[Ron Branch](#)
[PO Box 329](#)
[Willow Springs, MO65793](#)
[417-469-4000](#)

Walden's Supermarket
Gilda Walden
910 E Church St
Booneville, MS38829
[662-728-4621](tel:662-728-4621)

[Ramey's](#)
Taylor Ramey
1925 Spillway Rd
Brandon, MS39047

[Piggly Wiggly #23 Ramey's](#)
Ben Pratt
PO Box 277
Bruce, MS38915
[Taylor Ramey](#)
[1925 Spillway Rd](#)
[Brandon, MS39047](#)
[769-524-4246](#)

[Piggly Wiggly #23](#)
[Ben Pratt](#)
[PO Box 277](#)
[Bruce, MS38915](#)
[662-983-2527](#)

Vowell's Marketplace
Samantha Walker
207-J N Davis Ave
Cleveland, MS38732
[662-843-0023](tel:662-843-0023)

[Piggly Wiggly #024](#)
John Swann
17284 Okahoma Street
Coffeeville, MS38922

[Carson's Piggly Wiggly #024](#)
Rodney Manahan
71A Quail Run Road
Corinth, MS38834
[John Swann](#)
[17284 Okahoma Street](#)
[Coffeeville, MS38922](#)
[662-675-2626](#)

[Carson's Piggly Wiggly](#)
[Rodney Manahan](#)
[71A Quail Run Road](#)
[Corinth, MS38834](#)
[662-286-9245](#)

Sullivan's Grocery
Steve Sullivan
1175 E Third St
Forest, MS39074
[601-469-2452](tel:601-469-2452)

[SuperValu Foods](#)
Sandra Simmons
128 N Harvey
Greenville, MS38701

SuperValu Foods

Luther Haire

150 W Reed Rd

Sandra Simmons
128 N Harvey

Greenville, MS ~~38741~~ 38701
662-332-2660

SuperValu Foods

Luther Haire

150 W Reed Rd

Greenville, MS38741

662-332-7611

Roberts Company Inc

Diane Jett

601 Adeline St

Hattiesburg, MS39401

601-530-5065

Luttrell's Grocery

Shaun Luttrell

3015 Hwy 51 S

Hernando, MS38632

Dendy Foods IncLuttrell's
Grocery

Kirkham Dendy

440 W Madison St

Houston, MS38851

Shaun Luttrell

3015 Hwy 51 S

Hernando, MS38632

662-449-4631

Dendy Foods Inc

Kirkham Dendy

440 W Madison St

Houston, MS38851

662-456-2787

Sunflower Food Store #37

Jason McKnight

903 Hwy 82 E

Indianola, MS38751

662-887-1571

Piggly Wiggly

Jonathan Lambert

627 Battleground Dr

Luka, MS38852

Piggly Wiggly

Jonathan Lambert

627 Battleground Dr

Luka, MS38852

662-423-3651

Potter and Sims Food Inc

Marc Sims

600 Tipton Street

Kosciusko, MS39090

662-289-5934

Sahil Group LLC and Sahil Preet Singh

Sahil (Sam) Preet Singh

8660 MS-490

Louisville, MS39339

601-521-3491

Potter and Sims Food Inc

Marc Sims

600 Tipton Street

Kosciusko, MS39090

Brooks Grocery

Brooks Davis

600 Battleground Dr

Luka, MS38852

662-423-9595

Tems Food Market #2

Robert Tem Kovits

101 W Pearl St

Macon, MS39341

662-726-5467

ANGS Group Inc

David Thind

1706 US 51

Madison, MS39110

601-720-6275

ANGS Group Inc
David Thind
1706 US 51
Madison, MS39110

Alex Amin d/b/a Pike Food Mart
Alex Amin
1150 Hwy 44 E
McComb, MS39648
[601-730-1515](tel:601-730-1515)

Jerry Lee's Grocery
Mark Lu
1804 Ingalls Ave
Pascagoula, MS39567
[228-762-5292](tel:228-762-5292)

I-55 Development LLC
David Thind
10051 Cooper Williams Dr
Philadelphia, MS39350

Shell Truck Plaza LLC
David Thind
5073 Hwy 17 S
Pickens, MS39146
[601-720-9956](tel:601-720-9956)

Piggly Wiggly #222
Glenn Gillen
237 W Oxford St
Pontotoc, MS38863
[662-489-4282](tel:662-489-4282)

George Hudson d/b/a Piggly Wiggly
George Hudson
1002 Main St
Port Gibson, MS39150

Piggly Wiggly
Joe Williams
323 Erwin Rd
Stonewall, MS39363
[601-659-4551](tel:601-659-4551)

Angel Foodmart
Janardan (Alex) Amin
1005 Barnett Rd
Summit, MS39666
[601-276-3556](tel:601-276-3556)

Ramey's
Ronnie Starns
4233 Rocky Branch Rd
Sumrall, MS39482

Jeffcoat Family Market
James Jeffcoat
862 River Road
Tunica, MS38676
[662-357-1486](tel:662-357-1486)

Kilgore's Supermarket
Jason Kilgore
1704 S Gloster St
Tupelo, MS38801
[662-680-9315](tel:662-680-9315)

C.M. Treppendahl & Sons, Inc.
Wettlin Treppendahl
P.O. Box 1215
Woodville, MS39669

Allen's Manix Store
Susan Ford
PO Box 244
Augusta, MT59410
[406-562-3333](tel:406-562-3333)

Lee & Dad's IGA
Janice Kjusved
205 W Madison Ave
Belgrade, MT59714
[406-388-4116](tel:406-388-4116)

Big T IGA
Aaron Boshart
P.O. Box 1330
Big Timber, MT59011

L&P Grocery Inc.
Luke Vossler
215 N Main
Boulder, MT59632
[406-225-3301](tel:406-225-3301)

Broadus IGA
Rita Wenzel
PO Box 549
Broadus, MT59317
[406-436-2288](tel:406-436-2288)

Hennessy Market
Mike Michalsky
32 40 E Granite
Butte, MT59701

Charlo Grocery
Rick Marcure
56609 Hwy 212
Charlo, MT59824
[406-644-2575](tel:406-644-2575)

Finley's Food Farm, Inc.
Jeff Finley
400 Indiana
Chinook, MT59523
[406-357-2271](tel:406-357-2271)

Circle Country Market
Sam Graves
105 10th St
Circle, MT59215

Clinton Market
Kent Hamer
20500 Hwy 10 East
Clinton, MT59825
[406-825-9920](tel:406-825-9920)

Rosebuds
Tracy Barta
PO Box 1893
Colstrip, MT59323
[406-748-3377](tel:406-748-3377)

Columbus IGA Plus
Denise Caton
133 N 5th St
Columbus, MT59019

Gary & Leo's Fresh Foods IGA
Jamey Byrnes
600 S Main St
Conrad, MT59425
[406-278-7843](tel:406-278-7843)

Hometown Market
Karla Forbregd
PO Box 551
Culbertson, MT59218
[406-787-5812](tel:406-787-5812)

Valley Foods
John Henderson

Neu's SuperValu
Tim New
PO Box 307

Froid Grocery LLC
Misty Williams
PO Box 158

711 W Main St
Deer Lodge, MT59722

Fairview, MT59221
[406-742-5441](tel:406-742-5441)

Froid, MT59226
[406-766-2413](tel:406-766-2413)

Reynold's Market
John Paul Baker
PO Box 968
Glendive, MT59330

Everyday IGA
Richard Chadwick
701 1st Ave N
Great Falls, MT59401
[406-727-0818](tel:406-727-0818)

Midtown Market
Beth Keating
207 3rd Ave
Harlowton, MT59036
[406-632-5570](tel:406-632-5570)

Van's Thriftway
Paula Vanderjagt
306 Euclid Ave
Helena, MT59601
[406-442-8645](tel:406-442-8645)

Van's IGA
Don Sintek
1260 Maple Ave
Helena, MT59601

Trout Creek Local Store, Inc.
Michelle Tammaro
PO Box 169
Heron, MT59844
[406-827-4507](tel:406-827-4507)

Rowli's Food Farm
Barry Rowison
PO Box 269
Joliet, MT59041

Lolo Harvest Foods
Tim McGreevey
PO Box 610
Lolo, MT59847
[406-273-6661](tel:406-273-6661)

Wendy and Ronald Rahn
Wendy Rahn
11497 Hughes Ct
Lolo, MT59847
[406-251-3550](tel:406-251-3550)

Rueb's SuperValu
Brian Rueb
116 West 1st Ave
Plentywood, MT59254

Tande Grocery
Brad Tande
300 1st Ave.
Poplar, MT59255
[406-768-3461](tel:406-768-3461)

Beartooth Market IGA
Shawn Halvorsen
PO Box 1170
Red Lodge, MT59068
[406-446-2684](tel:406-446-2684)

Moody's Market, Inc.
Linda Bell
63802 US Hwy 93
Ronan, MT59864

Picchioni's IGA
David Picchioni
10 9th Ave West
Roundup, MT59072
[406-323-2410](tel:406-323-2410)

Van Dykes Supermarket
Tracy Barta
1215 Main
Roundup, MT59072
[406-855-3294](tel:406-855-3294)

Walter's IGA
Michael Walter
PO Box 495
Sheridan, MT59749

Reese and Ray's IGA Plus
Kelly Burke
203 2nd Street NW
Sidney, MT59270
[406-482-3737](tel:406-482-3737)

K's Supermarket
Ted Kaste
K's Supermarket
Stanford, MT59479
[406-566-2351](tel:406-566-2351)

Harvest Markets
Fred Boon
2006 Main St
Thompson Falls, MT59873

Trego Mercantile d/b/a Fortine Mercantile
Betty Singer
PO Box 215
Trego, MT59934
[406-882-4446](tel:406-882-4446)

Main Street Market
Roger Hutchinson
108 N Main St
Twin Bridges, MT59754
[406-684-5070](tel:406-684-5070)

Markus Foods
David Johnson
9 Baker Ave
Whitefish, MT59937

Mini Merc
Michael Reiter
2422 3rd St
Worden, MT59088
[406-967-2431](tel:406-967-2431)

Piggly Wiggly
Donna French
1500 Live Oak St
Beaufort, NC28516
[252-728-7262](tel:252-728-7262)

Woodie Enterprises
Mike Woodie
6500 South Blvd
Charlotte, NC28217
[704-556-3033](tel:704-556-3033)

Circle K Stores, Inc.
Bob Campau
2440 Whitehall Park Dr., Ste. 800
Charlotte, NC28273

Carlie C's IGA
Larry Wilson
10 Morganite Dr
Dunn, NC28334
[910-591-9016](tel:910-591-9016)

Piggly Wiggly
Josh Bartlett

Renaissance Co-op
Walter Davis Jr
2517 Phillips Ave

Galaxy Food Centers
Rick Knighton
2515 12th Ave NE

~~PO Box 913~~
~~Fair Bluff, NC28394~~

Greensboro, NC27405
[336-638-1722](tel:336-638-1722)

Hickory, NC28601
[828-328-1016](tel:828-328-1016)

Leland Foods, Inc. d/b/a Piggly
Wiggly #92
Dan Teachey
112-A Village Road
Leland, NC28451

Honey's IGA of Newton
Bobby Young
425 West A St.
Newton, NC28658

Fairvalue Stores
Chris Ogren
PO Box 810
Lenoir, NC28645
[828-757-6704](tel:828-757-6704)

Town Market
Billy W Daughtry
1700 Hwy 70A
Pine Level, NC27568
[919-915-5271](tel:919-915-5271)

Healthy Home Market
Judy Watkins
1208 Hickory Blvd SE
Lenoir, NC28645
[828-728-0499](tel:828-728-0499)

The Pantry Inc
Mark Bierley
1801 Douglas Dr
Sanford, NC27330
[919-774-6700](tel:919-774-6700)

[Honey's IGA of Newton](#)
[Bobby Young](#)
[425 West A St.](#)
[Newton, NC28658](#)
[828-695-8295](tel:828-695-8295)

[Selma Supermarket IGA](#)
[Bobby Holloman](#)
[212 N Pollock St](#)
[Selma, NC27576](#)
[919-965-2996](tel:919-965-2996)

[Selma Supermarket IGA](#) [Food Country](#)
Bobby Holloman
212 N Pollock St
Selma, NC27576
[Peter Solanki](#)
[6638 W Hwy 27](#)
[Vale, NC28168](#)
[980-241-7050](tel:980-241-7050)

Honey's Supermarket, Inc.
Bobby Young
9580 W. NC 10 Hwy
Vale, NC28168
[704-462-2887](tel:704-462-2887)

[Food Country](#) [Piggly Wiggly](#)
Peter Solanki
6638 W Hwy 27
Vale, NC28168
[Patrick Delaney](#)
[912 Washington St](#)
[Williamston, NC27892](#)
[252-526-8121](tel:252-526-8121)

Piggly Wiggly
Patrick Delaney
912 Washington St
Williamston, NC27892

Village Pantry, LLC
Kent Tapley
P.O. Box 3227
Wilmington, NC28406

Ashley SuperValu
Kirk Rueb
122 W Main St
Ashley, ND58413

[Wangler Foods Inc](#) [Ashley SuperValu](#)
Fred Wangler
PO Box 643
Casselton, ND58012
[Kirk Rueb](#)
[122 W Main St](#)
[Ashley, ND58413](#)
[701-288-3419](tel:701-288-3419)

[Wangler Foods Inc](#)
[Fred Wangler](#)
[PO Box 643](#)
[Casselton, ND58012](#)
[701-347-4181](tel:701-347-4181)

Ekness Super Valu
Randy Ekness
PO Box 708
Crosby, ND58730
[701-965-6412](tel:701-965-6412)

[Hinrichs SuperValu](#)
Terry Hinrichs
210 8th St. E
Harvey, ND58341

[Kennedy's Fresh Foods](#) [Hinrichs SuperValu](#)
Kyle Kennedy
PO Box 1238
Hettinger, ND58639
[Terry Hinrichs](#)
[210 8th St. E](#)
[Harvey, ND58341](#)
[701-399-9881](tel:701-399-9881)

[Kennedy's Fresh Foods](#)
[Kyle Kennedy](#)
[PO Box 1238](#)
[Hettinger, ND58639](#)
[701-567-2404](tel:701-567-2404)

Kenmare SuperValu
Duwayne Gillseth
16 E Division St
Kenmare, ND58746
[701-385-4213](tel:701-385-4213)

[LaMoure Foods](#)
Lori Gentzkow
10220 Hwy 13
LaMoure, ND58458

[Del's SuperValu](#) [LaMoure Foods](#)
Mike Mann
319 Main
Napoleon, ND58561
[Lori Gentzkow](#)
[10220 Hwy 13](#)
[LaMoure, ND58458](#)
[701-833-5361](tel:701-833-5361)

[Del's SuperValu](#)
[Mike Mann](#)
[319 Main](#)
[Napoleon, ND58561](#)
[701-754-2255](tel:701-754-2255)

Tellmanns Market
Allen Tellmann
603 Ash Ave
New Salem, ND58563

[Tracy's Market LLC](#)
Tom Tracy
PO Box 1459
Newtown, ND58763

Springfield Tracy's Market LLC
Tanja Goellner
3709 Hwy 8
Richardton, ND58652

Tom Tracy
PO Box 1459
Newtown, ND58763
701-627-3415

B&R Stores, Inc. Econo Foods
Eric Schafers
P.O. Box 5824
Lincoln, NE68505

Barry Bowar
387 11th St. S.
Wahpeton, ND58075
701-642-4421

Antrim Market Place No
Frills Supermarkets
Juliet Ermitano
76 Main St
Antrim, NH03440

Jeff Grier
11163 Mill Valley Rd
Omaha, NE68154
402-399-9244

Campton Cupboard Inc
Andy Oesch
1315 Rt 175
Campton, NH03223
603-726-8903

Springfield Market
Tanja Goellner
3709 Hwy 8
Richardton, ND58652
701-974-8258

B&R Stores, Inc.
Eric Schafers
P.O. Box 5824
Lincoln, NE68505
402-464-6297

Antrim Market Place
Juliet Ermitano
76 Main St
Antrim, NH03440
603-588-2800

LaPerle's IGA
Guy LaPerle
64 Trooper Leslie Lord Memorial Hwy
Colebrook, NH03576
603-237-4370

Steele Grocery Inc
Brian Crosby
113 Mitchell Ave S
Steele, ND58482
701-475-2612

Gary's Super Foods
Gary Suhr
1620 E 4th, #110
North Platte, NE69101
308-534-1224

Berlin IGA
Sue Valliere
19 Pleasant St.
Berlin, NH03570
603-752-1050

Econo Foods
Barry Bowar
387 11th St. S.
Wahpeton, ND58075

No Frills Supermarkets
Jeff Grier
11163 Mill Valley Rd
Omaha, NE68154

Campton Cupboard Inc
Andy Oesch
1315 Rt 175
Campton, NH03223

Marc Fournier
Marc Fournier
PO Box 338
Contoocook, NH03229
603-746-5085

LaPerle's IGA
Guy LaPerle
64 Trooper Leslie Lord Memorial Hwy
Colebrook, NH03576

Marc Fournier
Marc Fournier
PO Box 338
Contoocook, NH03229

A.G. Supermarkets, Inc.
Timothy Merrill
11 Cooperative Way
Pembroke, NH03275

[A.G. Supermarkets, Inc.](#)
[Timothy Merrill](#)
[11 Cooperative Way](#)
[Pembroke, NH03275](#)
[603-223-6710](#)

Mattsons Market
Roseann Trusdell
1609 Mount Holly Rd.
Burlington, NJ08016
[609-386-1607](#)

Jacks Foodtown
Keith Fansler
370 Bloomfield Ave
Caldwell, NJ7006

[Launch Delran LLC](#)
[Jacks Foodtown](#)
Jason Avant
5029 Route 130, Suite 300
Delran, NJ08075
[Keith Fansler](#)
[370 Bloomfield Ave](#)
[Caldwell, NJ7006](#)
[732-275-5756](#)

[Launch Delran LLC](#)
[Jason Avant](#)
[5029 Route 130, Suite 300](#)
[Delran, NJ08075](#)
[773-793-6401](#)

Shaan's Deli and Mart LLC
Harpreet Singh
461 3rd Ave
Elizabeth, NJ07206
[908-355-3513](#)

Elmer IGA, Inc.
Jeannette Schmidt
PO Box 878
Elmer, NJ08318

[Frenchtown Market](#)
[Elmer IGA, Inc.](#)
John Traub
28 6th St.
Frenchtown, NJ08825
[Jeannette Schmidt](#)
[PO Box 878](#)
[Elmer, NJ08318](#)
[856-358-3713](#)

[Frenchtown Market IGA, Inc.](#)
[John Traub](#)
[28 6th St.](#)
[Frenchtown, NJ08825](#)
[908-996-6869](#)

Joseph Wolfson, Inc. d/b/a
Wolfson's Market
Suzanne Wintenberg
480 Boonton Tpk.
Lincoln Park, NJ07035
[973-694-0238](#)

Happy Kids Home 1 LLC
Neeraj Kotiyal
51 Stouts Lane #7
Monmouth Junction, NJ08852

[Hliff's Camp & Clinics](#),
[Happy Kids Home 1 LLC](#)
Theresa Hliff
280 Spring St
Newton, NJ07860
[Neeraj Kotiyal](#)
[51 Stouts Lane #7](#)
[Monmouth Junction, NJ08852](#)
[732-208-1632](#)

Hliff Camps & Clinics LLC
Theresa Hliff
280 Spring St.
Newton, NJ07860
[973-383-7231](#)

[Hliff's Camp & Clinics, LLC](#)
[Theresa Hliff](#)
[280 Spring St](#)
[Newton, NJ07860](#)
[973-383-7231](#)

Nicholas Markets
Robert Lenthe
1068 High Mountain Road
North Haledon, NJ7508
[973-423-5506](#)

Costa's Food Market
Ted Theodoris
6100 Westfield Ave
Pennsauken, NJ08110

Avon Foods, Inc. d/b/a
Roebling Town
Market
Manjit Singh
1275 Hornberger
Ted Theodoris
6100 Westfield Ave
Roebling, NJ08554
Pennsauken, NJ08110
856-665-4885

[Avon Foods, Inc. d/b/a Roebling Town Market](#)
[Manjit Singh](#)
[1275 Hornberger Ave.](#)
[Roebling, NJ08554](#)
[609-499-1550](#)

Shri Ram Café LLC, Hemesh
Parikh, Parul Patel, Govind Patel,
and Dhaval Patel
Dhaval Patel
220 County Ave
Secaucus, NJ07094
[201-240-3944](#)

Perlmart Shoprite
Supermarkets, Inc.
Jim Haslett
954 Rt 166
Toms River, NJ08753

[Perlmart Shoprite Supermarkets, Inc.](#)
[Jim Haslett](#)
[954 Rt 166](#)
[Toms River, NJ08753](#)
[732-341-0700](#)

Super Town Food, LLC d/b/a
Smitty's Foodtown
Keith Fansler
108 Lacey Rd
Whiting, NJ08759
[732-716-0777](#)

Launch Deptford LLC
Jason Avant
& Alison Ct
Woodbury, NJ08096

[Food Basket](#)
[Launch Deptford LLC](#)
Ray Marcus
1111 Tom Foy Blvd
Bayard, NM88023
[Jason Avant](#)

[Food Basket](#)
[Ray Marcus](#)
[1111 Tom Foy Blvd](#)
[Bayard, NM88023](#)
[575-537-3317](#)

La Tienda Thriftway
John Whittington
1301 S Canal St
Carlsbad, NM88220
[575-887-5514](#)

[Raintree Thriftway](#)
[Hannah Butler](#)
[2300 E Llano Estacado Blvd](#)
[Clovis, NM88101](#)
[575-935-0013](#)

Peppers Supermarket
Mark Schultze
812 E Florida St
Deming, NM88030
[575-546-3922](#)

[Red Mesa Trading Co Inc](#)
[Craig Callaway](#)
[501 Airport Dr Ste 100](#)
[Farmington, NM87401](#)
[505-327-5156](#)

Farmers Market
Serge Baron
816 NM-516
Flora Vista, NM87415
[505-334-0333](#)

[La Tienda](#)
[Tony Mendoza](#)
[420 E Marland Street](#)
[Hobbs, NM88240](#)
[575-393-4555](#)

[Save Mart of Las Cruces](#)
[Socorro Salinas](#)
[495 N Valley Dr](#)
[Las Cruces, NM88005](#)
[575-526-8628](#)

[Farmer's Country Market](#)
[Martin Dalgado](#)
[501 W 18th St](#)
[Portales, NM88130](#)
[575-910-0563](#)

[Triangle Grocery](#)
[Adam Pruitt](#)
[12165 N Hwy 14](#)
[Cedar Crest, NM87008](#)

[8 Alison Ct](#)
[Woodbury, NJ08096](#)
[856-352-6470](#)

[Raintree Thriftway](#)[Triangle](#)
[Grocery](#)
[Hannah Butler](#)
[2300 E Llano Estacado Blvd](#)
[Clovis, NM88101](#)

[Adam Pruitt](#)
[12165 N Hwy 14](#)
[Cedar Crest, NM87008](#)
[505-281-3030](#)

[Jicarilla Super Market](#)
[Michelle Garcia](#)
[314 Hawks Dr](#)
[Dulce, NM87528](#)

[Red Mesa Trading Co](#)
[Inc](#)[Jicarilla Super Market](#)
[Craig Callaway](#)
[501 Airport Dr Ste 100](#)
[Farmington, NM87401](#)
[Michelle Garcia](#)
[314 Hawks Dr](#)
[Dulce, NM87528](#)
[575-759-3453](#)

[T&R Market](#)
[Thomas Saucedo](#)
[PO Box 477](#)
[Gallup, NM87301](#)

[La Tienda](#)[T&R Market](#)
[Tony Mendoza](#)
[420 E Marland Street](#)
[Hobbs, NM88240](#)
[Thomas Saucedo](#)
[PO Box 477](#)
[Gallup, NM87301](#)
[505-777-4366](#)

Save Mart of Las Cruces
Socorro Salinas
495 N Valley Dr
Las Cruces, NM88005

Farmer's Country Market
Martin Dalgado
501 W 18th St
Portales, NM88130

Kaune's
Cheryl Sommer
PO Box 2835
Santa Fe, NM87505

Halona MarketplaceKaune's
Loren Thomas
1 Shalako Dr
Zuni, NM87327
Cheryl Sommer
PO Box 2835
Santa Fe, NM87505
505-982-2629

Halona Marketplace
Loren Thomas
1 Shalako Dr
Zuni, NM87327
505-782-4547

Lake's Market Inc
Mark Lake
975 Broyles Ranch Rd
Battle Mountain, NV89820
775-635-2406

Roy's Inc
Stephanie Herr
560 Idaho St
Elko, NV89801

Raine's MarketRoy's Inc
Scott Raine
81 N Main
Stephanie Herr
560 Idaho St
Eureka, NV89316
Elko, NV89801
775-738-3173

Raine's Market
Scott Raine
81 N Main St
Eureka, NV89316
775-237-5296

Food Courts of Nevada LLC
Ted Buban
104 Cassia Way
Henderson, NV89014
702-733-7220

La Bonita Supermarkets
Gabriiel Gonzales
3371 S Easter Ave
Las Vegas, NV89169

Stewart MarketLa Bonita
Supermarkets
Nick Kasto
2021 E Stewart
Gabriiel Gonzales
3371 S Easter Ave
Las Vegas, NV~~89101~~89169
702-657-6518

Stewart Market
Nick Kasto
2021 E Stewart
Las Vegas, NV89101
702-384-3688

Bradley's Bestway d/b/a Oxborrow
Trina Oxborrow
PO Box 1335
McGill, NV89318
775-235-7147

LJ's Market, LLC
Jeff Koenig
P.O. Box 4516
Pahrump, NV89061

PanacaLJ's Market, LLC
Nate Katschke
1105 Main St
Panaca, NV89042
Jeff Koenig
P.O. Box 4516
Pahrump, NV89061
775-751-3930

Panaca Market
Nate Katschke
1105 Main St
Panaca, NV89042
775-728-4454

Khoury's Fresh Market
Ghassan Khoury
282 Spring Creek Pkwy
Spring Creek, NV89815
775-738-1114

Bellmore Fresh Farmers
Market
Giuseppe Burgo
1809 Newbridge Rd
Bellmore, NY11710

Bellmore Fresh Farmers Market
Giuseppe Burgo
1809 Newbridge Rd
Bellmore, NY11710
917-583-3287

Tri Town IGA Express
Kirk Lavigne
904 Route 11 C
Brasher Falls, NY13613
315-389-3333

Village Market
Don Hurly
49 N Main St
Broadalbin, NY12025

Bonavita Key FoodVillage
Market
Salvatore M Bonavita
751 Lydig Ave
Bronx, NY10462
Don Hurly
49 N Main St
Broadalbin, NY12025
518-883-3300

Associated
SupermarketBonavita Key
Food
William Duran
229 Knickerbocker
Salvatore M Bonavita
751 Lydig Ave

Associated Supermarket
William Duran
229 Knickerbocker Ave
Brooklyn, NY11237
718-456-5298

Key Fresh & Natural
Mohammed Shehadeh
3315 Avenue H
Brooklyn, NY11210
718-434-1387

Rank's IGA Corp
Richard Rank
201 West Ave.
Canandaigua, NY14424

Brooklyn, NY11237

Bronx, NY10462
914-803-1710

~~Inc. Rank's IGA Corp~~
Terry's Food Mart,
Terry Vaundren
11344 South St.
Cato, NY13033

Richard Rank
201 West Ave.
Canandaigua, NY14424
585-394-1863

~~Larkfield IGA Inc~~ **DeCicco's of CR**
Inc
Fran Maier
301 Clay Pitts Rd.
E. Northport, NY11731

James Capriotti
PO Box 177
Cross River, NY10518
914-763-5293

~~Fresh N' Easy Markets~~ **SWF**
Food Corp dba Met Foodmarkets
Shay Coriat
102-21 Queens Blvd
Forest Hills, NY11375

Jason Ferreira
24902 Jericho Tpke #105
Floral Park, NY11001
516-328-9755

Horseheads Jubilee
David W Marks
2898 Westinghouse Rd
Horseheads, NY14845
607-796-2191

Terry's Food Mart, Inc.
Terry Vaundren
11344 South St.
Cato, NY13033
315-626-2335

Larkfield IGA
Fran Maier
301 Clay Pitts Rd.
E. Northport, NY11731
631-368-1661

Fresh N' Easy Markets
Shay Coriat
102-21 Queens Blvd
Forest Hills, NY11375
718-897-1316

Lewis Super
Emrys Lewis
2358 Burgoyne Ave
Hudson Falls, NY12839
518-747-7584

Lavigne's IGA
Kirk Lavigne
6081 State Rt. 11
Chateaugay, NY12920
518-497-3072

Fillmore Shop 'N Save
Randy Ellis
44 S Genesee Street
Fillmore, NY14735
585-567-2701

Food Baskets IGA
Tom Reichert
10-15 Fort Salonga Rd.
Fort Salonga, NY11768
631-261-3511

C-Town Supermarket
John Bonilla
22251 Jamaica Ave
Jamaica, NY11428
718-464-7208

DeCicco's of CR Inc
James Capriotti
PO Box 177
Cross River, NY10518

SWF Food Corp dba Met
Foodmarkets
Jason Ferreira
24902 Jericho Tpke #105
Floral Park, NY11001

JVC Development LLC-
Subway
Vandana Sharma
96 Whaley
Freeport, NY11520

Horseheads Jubilee
David W Marks
2898 Westinghouse Rd
Horseheads, NY14845

Lewis Super
Emrys Lewis
2358 Burgoyne Ave
Hudson Falls, NY12839

C-Town Supermarket
John Bonilla
22251 Jamaica Ave
Jamaica, NY11428

Luzerne Market
James Mackey
12 Main
Lake Luzerne, NY12846
[518-696-4234](tel:518-696-4234)

Peck's Market of Livingston Manor
Gary Shaffer
PO Box 744
Livingston Manor, NY12758
[845-439-4091](tel:845-439-4091)

Village Farms IGA
Diane Peronace
1038 Park Blvd.
Massapequa Park, NY11762
[516-798-9507](tel:516-798-9507)

Peck's Markets
Jeff Gombita
120 Kirk Rd
Narrowsburg, NY12764
[845-252-3016](tel:845-252-3016)

AP/APH Pittsburg, LP
Randy Torres
Apollo Real Estate Advisors
New York, NY10167
[212-515-3252](tel:212-515-3252)

Favata Military Sales
Al Favata
30 Lakeview Dr
Newburgh, NY13126
[845-561-8287](tel:845-561-8287)

Nunda Shop 'N Save
Jeffrey R Wolf
PO Box 726
Nunda, NY14517
[585-468-2220](tel:585-468-2220)

DiOrio's Supermarket, Inc.
Bob DiOrio
2938 State Rt. 28
Old Forge, NY13420
[315-369-3131](tel:315-369-3131)

Bosco & Geers
Joe Bosco Jr.
343 East Ave.
Oswego, NY13126
[315-343-5421](tel:315-343-5421)

Potsdam IGA Supermarket
Richard (Rick) Cross
27 Elm St.
Potsdam, NY13676
[315-265-6282](tel:315-265-6282)

Powerhouse Food Corp d/b/a Holiday Farms
David Mandell
374 Roslyn Rd
Roslyn Heights, NY11577
[516-621-6420](tel:516-621-6420)

Brennan's Supermarket & Video
Kevin Brennan
2517 Rt 44, Washington Hollow Plaza
Salt Point, NY12578
[845-677-0107](tel:845-677-0107)

Gabriel's Supermarket
Jeffrey Gabriele
255 Mohawk Ave.
Scotia, NY12302
[518-370-0140](tel:518-370-0140)

Cirriolo's Markets
Fran Cirillo
7 S Jersey Ave, Ste 2
Setauket, NY11733
[631-751-4472](tel:631-751-4472)

Shelter Island IGA
Diane Peronace
75 North Ferry Rd.
Shelter Island, NY11964
[516-798-9507](tel:516-798-9507)

Padgett's IGA
Mark Padgett
P.O. Box 31
Star Lake, NY13690
[315-848-2712](tel:315-848-2712)

Key Food Stores Co-op Inc
Patsy Driscoll
1200 South Avenue
Staten Island, NY10314
[718-697-8209](tel:718-697-8209)

Chanatry's Market
Fred Brescia
485 French Rd
Utica, NY13502
[315-724-4107](tel:315-724-4107)

Breen's Markets
Terri Ziegler
4090 Pearsall St
Williamson, NY14589
[315-589-9691](tel:315-589-9691)

Ellet IGA
Kent Romesberg
255 Darrow Rd
Akron, OH44305

ACME Fresh Market
Nick Albrecht
PO Box 1910
Akron, OH44313
[330-733-2263](tel:330-733-2263)

Ellet IGA
Kent Romesberg
255 Darrow Rd
Akron, OH44305
800-607-0314 x 201

Sutton Foods
Kirby Sutton
605 N Main
Arcanum, OH45304
[937-692-8463](tel:937-692-8463)

Hustead Gas and Food Mart, Inc.
Pannu Singh
2183 Oakbrook Blvd.
Beaver Creek, OH45434
[937-830-1877](tel:937-830-1877)

Frederick Bros., Inc. d/b/a Frederick's IGA
Steve Frederick
140 E. Findlay
Carey, OH43316
[419-396-7607](tel:419-396-7607)

SVR Oil LLC
Harry Reddy
1550 Magnolia Dr
Cincinnati, OH45215

Awad Food Mart, Inc.
Khalid Awad
5346 Dolloff Rd.
Cleveland, OH44127

York-Lee Inc dba Zagara's Marketplace
John Zagara
1940 Lee Rd
Cleveland Heights, OH44118

[937-663-4802](tel:937-663-4802)

[216-641-9698](tel:216-641-9698)

[216-397-8564](tel:216-397-8564)

[Market Fresh Foods](#)
[Lane Robbins](#)
[301 Troy Pike](#)
[Covington, OH45318](#)
[937-473-2531](tel:937-473-2531)

[Geyer's Markets Inc](#)
[Daniel R Gradijan](#)
[385 N Seltzer St Suite 5](#)
[Crestline, OH44827](#)
[419-683-2925](tel:419-683-2925)

[Davis Foodtown Inc](#)
[James E Davis](#)
[830 E Main St](#)
[Dayton, OH45426](#)
[937-837-0689](tel:937-837-0689)

Market Fresh Foods
Lane Robbins
301 Troy Pike
Covington, OH45318

Geyer's Markets Inc
Daniel R Gradijan
385 N Seltzer St Suite 5
Crestline, OH44827

Davis Foodtown Inc
James E Davis
830 E Main St
Dayton, OH45426

Grocerylane
Babulal Patel
1451 Troy St
Dayton, OH45404
[937-367-4876](tel:937-367-4876)

Jay Gayatri LLC
Poonam Patel
675 Cleveland Ave
Defiance, OH43512
[601-630-7901](tel:601-630-7901)

Ron's SuperValu
Ron Budde
140 S Park St
Deshler, OH43516
[419-278-2876](tel:419-278-2876)

Sparkle Market
Gordon Todd
1616 Penn Ave
East Liverpool, OH43920
[330-385-8916](tel:330-385-8916)

Kaiser's
Greg Kaiser
101 E. Indiana
Edon, OH43518
[419-272-2713](tel:419-272-2713)

MMG Fayette LLC
Manpreet(Manny) Singh
418 E Main St
Fayette, OH43521
[516-884-5076](tel:516-884-5076)

Eastman's Piggly Wiggly
Brent Eastman
210 Second Ave
Gallipolis, OH45631
[740-446-6174](tel:740-446-6174)

Devine's Shop 'N Save
Ed Devine
529 N Main St
Hubbard, OH44425
[330-534-3625](tel:330-534-3625)

Cornell's Foods
Umiya Petroleum LLC & Rohit Patel
Grant Cornell
408 Cleveland Road E.
Huron, OH44839
Rohit (Rick) Patel
7888 Old Troy Pike
Huber Heights, OH45424
224-565-3896

Cornell's Foods
Grant Cornell
408 Cleveland Road E.
Huron, OH44839
419-433-7733

Uhl's Jamestown Markets
Robb Uhl
96 W Washington St
Jamestown, OH45335
937-675-4161

Morinda Petroleum LLC and Harman Singh
Harman Singh
1250 W Breese Rd
Lima, OH45806
937-214-5117

Uhl's Jamestown Markets
Robb Uhl
96 W Washington St
Jamestown, OH45335

Sparkle Market
Charles Adams
7785 State Route 45
Lisbon, OH44432
[330-424-5122](tel:330-424-5122)

Kishman's IGA
Hope Carman
202 E High St
Minerva, OH44657
[330-868-7727](tel:330-868-7727)

Wagner's IGA
Wally Wagner
257 E. 4th
Minster, OH45865
419-628-3537

Wagner's IGA
Wally Wagner
257 E. 4th
Minster, OH45865

Saneholtz-McKarns, Inc.
Jim Saneholtz
416 West Main St.
Montpelier, OH43543
[419-485-5586](tel:419-485-5586)

Groceryland
Jo Mundhenk
510 W Main St
New Labanon, OH45345
[937-687-1378](tel:937-687-1378)

Glenn's Market
Greg Myers
6085 Fallsburg Rd.
Newark, OH43055
740-345-2003

Glenn's Market
Greg Myers
6085 Fallsburg Rd.
Newark, OH43055

Baker's IGA
Mark Cutshall
243 W State St
Newcomerstown, OH43832
[740-622-7979](tel:740-622-7979)

Newton Falls IGA
Jeff Clark
140 Superior Street
Newton Falls, OH44444
[330-872-1201](tel:330-872-1201)

Macali's Giant Eagle
Michael Ferguson
40 Vienna Ave.
Niles, OH44446
330-652-2519

Macali's Giant Eagle
Michael Ferguson
40 Vienna Ave.
Niles, OH44446
John Martin

Schild's IGA
David G. Beaty
171 Milan Ave.
Norwalk, OH44857
[419-668-5156](tel:419-668-5156)

Gardners
Kohls SuperValu
John Martin
117 Whittlesey
Norwalk, OH44857
Mark Kohls

[117 Whittlesey](#)
[Norwalk, OH44857](#)
[419-668-1177](#)

~~Kohls SuperValu~~
~~Mark Kohls~~
~~PO Box 67~~
~~Ottawa, OH45875~~

Payne SuperValu
Kent Meeks
143 N Main St
Payne, OH45880
[419-263-2713](#)

Steve Barhorst d/b/a BMI Indoor Speedway
Steve Barhorst
791 E Main St
Versailles, OH45380
[937-526-9544](#)

Sparkle Market Parkman
Tony Modarelli
2587 Parkman Rd
Warren, OH44485
[330-898-6060](#)

Hustead Marathon, Inc.
Van Lvong
6430 Springfield Xena Rd.
Springfield, OH45502
[937-328-5102](#)

[PO Box 67](#)
[Ottawa, OH45875](#)
[419-523-6248](#)

[Shri Mahakali LLC and Rohit Patel](#)
[Rohit \(Rick\) Patel](#)
[728 E Main St](#)
[Trotwood, OH45426](#)
[224-565-3896](#)

Hometown Marketplace
Theresa Kronenberger
60 Marvins Lane
Waynesville, OH45068
[513-897-5001](#)

Westside IGA
Cindy Smith
2335 Galena Pike
West Portsmouth, OH45663
[740-858-5122](tel:740-858-5122)

Brentwood Recreation Center, Inc.
Brent Willingham
3105 State Road 103
Willard, OH44890
[419-935-1394](tel:419-935-1394)

Sparkle Market Windham
Maruf Awad
9670 E Center St
Windham, OH44288
[330-326-3517](tel:330-326-3517)

Sparkle Market - Cochran
Vince Rago
4121 South Ave
Youngstown, OH44512
[330-782-0111](tel:330-782-0111)

Westside Sparkle Market, Inc.
Andrew Jarosz
1912 Mahoning Ave
Youngstown, OH44509
[330-540-5761](tel:330-540-5761)

Alvas Market
Mary Hamilton
706 Flynn St
Alva, OK73717
[580-327-2992](tel:580-327-2992)

Sonny's Country Mart
Dave Misiasz
500 S Mississippi
Atoka, OK74525
[580-889-2392](tel:580-889-2392)

Spencer's
Spud Spencer
PO Box 1359
Blanchard, OK73010
[405-485-3810](tel:405-485-3810)

Pruett's Foods
Ray Pruett
201 S Park Dr
Broken Bow, OK74728
[580-584-7481](tel:580-584-7481)

Canton Foods
Ron Chapdelaine
114 W Main
Canton, OK73724
[580-886-2233](tel:580-886-2233)

Kinnamon's Grocery
Keith Kinnamon
1812 East First St.
Chandler, OK74834
[405-258-0168](tel:405-258-0168)

Green Spray Food Center
Jordan Sullivan
517 N 1st
Durant, OK74701
[580-924-3663](tel:580-924-3663)

Top Value
Mario Powell
1902 N Academy
Guymon, OK73942
[580-338-3384](tel:580-338-3384)

4 T's Discount Foods
Tim Taylor
801 E Jack Choate Ave
Hennessey, OK73742
[405-853-2422](tel:405-853-2422)

Mannford Foods/Phelps Market
Jarred McLaughlin
PO Box 1240
Mannford, OK74044
[918-865-3892](tel:918-865-3892)

Marlow Foods
Ronnie Shipman
610 S Broadway
Marlow, OK73055
[580-658-6360](tel:580-658-6360)

Country Boy Mr. "D" Corp.
Danny Boyle
P.O. Box 10318
Midwest City, OK73110
[405-769-4321](tel:405-769-4321)

Super C Mart, Inc.
Rod Carver
PO Box 683
Noble, OK73068
[405-872-9229](tel:405-872-9229)

Beachler's
Kirk Henley
PO Box 1554
Oklahoma City, OK73101
[405-262-4964](tel:405-262-4964)

HAC, Inc.
Darci Strait
P.O. Box 25008
Oklahoma City, OK73105
[405-290-3402](tel:405-290-3402)

Beachler's
Kirk Henley
PO Box 1554
Oklahoma City, OK73101

Williams Discount Grocery
Betty Pickard
PO Box 56
Piedmont, OK73078
[405-373-0300](tel:405-373-0300)

Antony's Foods
Steve Buoy
2310 W Main St
Prague, OK74864
[405-567-0227](tel:405-567-0227)

Puckett's Food
Craig Puckett
PO Box 467
Sayre, OK73662
[580-928-3280](tel:580-928-3280)

Consumer's
Charles Fowler
909 W 6th Ave
Stillwater, OK74074
[405-372-2511](tel:405-372-2511)

Las Americas
Stanley Markham
1601 N Peoria
Tulsa, OK74110
[918-938-7382](tel:918-938-7382)

Warehouse Market Inc
Jason Dagenet
6207 A South Peoria
Tulsa, OK74136
[918-749-4732](tel:918-749-4732)

Moore's IGA
Brad Moore
1100 S Mekusukey Ave
Wewoka, OK74884
[405-257-2300](tel:405-257-2300)

Avondale Stores Limited
Paul Stewart
4520 Jordan Road
Jordan Station, OntarioL0R 1S0

Bales
Al Best
17675 SW Farmington Rd.
Aloha, OR97007

Meanga S, Inc. d/b/a Stop N Save
Hinder (Harry) Singh
210 Main St.
Aumsville, OR97325

| [905-562-4173](tel:905-562-4173)

[503-649-8597](tel:503-649-8597)

[503-749-1736](tel:503-749-1736)

Jim's Thriftway
Mark Ward
660 S. Main St.
Banks, OR97106
[503-324-2171](tel:503-324-2171)

Erickson's T/W Bend
Doug Schmidt
725 NE Greenwood Ave.
Bend, OR97701

CE Lovejoy Market
Kristin Wolfe
19530 Amber Meadow Dr. #140
Bend, OR97701
[541-388-1188](tel:541-388-1188)

Erickson's T/W Bend
Doug Schmidt
725 NE Greenwood Ave.
Bend, OR97701
[541-382-4421](tel:541-382-4421)

Food 4 Less
Loyda Terreforte
63455 NW Hwy 97
Bend, OR97701
[541-388-2100](tel:541-388-2100)

C&K Market Inc
Ben Gallego
615 5th St
Brookings, OR97415
[541-412-3158](tel:541-412-3158)

Erickson's T/W Burns
Doug Schmidt
13011 Hwy 20
Burns, OR97720
[541-573-3004](tel:541-573-3004)

McKay's Markets, Inc.
William Caldwell
P.O. Box 1080
Coos Bay, OR97420
[541-369-5921](tel:541-369-5921)

Dollars Corner LLC
Kelly Hackwith
P.O. Box 187
Cove, OR97824
[541-568-4451](tel:541-568-4451)

Lincoln Beach Thriftway
George Gaye
3950 N. Hwy 101
Depoe Bay, OR97341
[541-764-2314](tel:541-764-2314)

Elgin Food Town
Bob Ludwig
1480 Division St
Elgin, OR97827
[541-437-2012](tel:541-437-2012)

R.B. Bruns, Inc.
Tom Bruns
849 W. 6th Ave.
Eugene, OR97402
[541-345-8045](tel:541-345-8045)

Food Basket Market Place
Gunnar Monson
707 Garibaldi Ave
Garibaldi, OR97118
[503-322-3270](tel:503-322-3270)

Gearhart Grocery
Molly Lowenberg
599 Pacific Way
Gearhart, OR97138
[503-738-7312](tel:503-738-7312)

Halsey Select Market
Markeeta Noffsinger
360 W. 2nd St.
Halsey, OR97348
[541-369-2225](tel:541-369-2225)

Devin Oil
Steven Scott
650 N 1st St, Ste D
Hermiston, OR97838
[541-922-4221](tel:541-922-4221)

R&M Foods, Inc. d/b/a Hank's Thriftway
Tom Evans
661 SE Baseline Rd.
Hillsboro, OR97123
[503-648-5122](tel:503-648-5122)

Chester's Thriftway
Robert Cowan Thompson
631 West Main St.
John Day, OR97845
[541-575-1899](tel:541-575-1899)

Erickson's T/W Madras
Doug Schmidt
561 SW Fourth St.
Madras, OR97741
[541-475-3637](tel:541-475-3637)

Manzanita Fresh Foods
Tim Welsh
730 Manzanita Ave
Manzanita, OR97130
[503-368-5250](tel:503-368-5250)

Sherm's Thunderbird Market, Inc.
Steve Olsrud
PO Box 1400
Medford, OR97501
[541-857-0850](tel:541-857-0850)

Mill City Market Place
Michelle Cornwell
829 SW 1st St.
Mill City, OR97360
[503-897-2006](tel:503-897-2006)

J.C. Thriftway
Nadine Layfield
107 N. Cost Hwy 101
Newport, OR97365
[541-265-6893](tel:541-265-6893)

Bales
Vince Lucibello
12675 NW Cornell Rd.
Portland, OR97229
[503-646-9635](tel:503-646-9635)

~~Lamb's Garden Home~~ **Everyday Deals**
Extreme Discount Inc
Cary Kutter
7410 SW Oleson Rd.
Steve Harkless
600 SE 146th Ave
Portland, OR ~~97223~~ **97236**
[503-489-6247](tel:503-489-6247)

~~Everyday Deals Extreme Discount~~
~~Lamb's Garden Home~~
Steve Harkless
600 SE 146th Ave
Cary Kutter
7410 SW Oleson Rd.

Erickson's T/W Prineville
Josie
315 W. Third St.
Prineville, OR97754
[541-447-6291](tel:541-447-6291)

Rockaway Beach Market
Hwoan Jeong
208 S Anchor St
Rockaway Beach, OR97136
[503-355-2261](tel:503-355-2261)

Portland, OR ~~97236~~ [97223](tel:503-244-9061)
[503-244-9061](tel:503-244-9061)

Scio Hometown Market
Sam Singh
PO Box 610
Scio, OR97374
[503-394-3374](tel:503-394-3374)

Sheridan Select
Rodney Kotoff
135 S. Bridge St.
Sheridan, OR97378
[503-843-3374](tel:503-843-3374)

Kirby Company
Brian Brame
P.O. Box 777
St. Helens, OR97051
[503-366-1030](tel:503-366-1030)

Terrebonne Thriftway
Bonnie Villastrigo
8431 11th St.
Terrebonne, OR97760
[541-548-2603](tel:541-548-2603)

JC Market Toledo, Inc.
Bob Anderson
336 NE Hwy 20
Toledo, OR97391
[541-336-2025](tel:541-336-2025)

Hoodland Thriftway
John Archer
P.O. Box 1267
Welches, OR97067
[503-622-3244](tel:503-622-3244)

Wilsonville Deli Thriftway
Chris May
8255 SW Wilsonville Rd.
Wilsonville, OR97070
[503-682-9053](tel:503-682-9053)

Food 4 Less Mega Foods
Robert Kennedy
2215 National Way
Woodburn, OR97071
[503-982-4031](tel:503-982-4031)

Shop 'n Save
Phil Safran
2910 Duss Ave
Ambridge, PA15503
[412-848-8994](tel:412-848-8994)

Tusca Shop 'N Save
John Spagnola
4935 Tuscarawas Rd
Beaver, PA15009
[724-709-8164](tel:724-709-8164)

~~Recreational Concepts
Development Corp. d/b/a
Dutch Springs
Stuart W. Schooley
4733 Hanoverville Rd.
Bethlehem, PA18020~~

Butcher Block Meats & Seafood
Lorne Peters
3055 Biglerville Rd.
Biglerville, PA17307
[717-677-7977](tel:717-677-7977)

[Selecto
Edwin Herrera
320 Pond Street
Bristol, PA19007
215-785-6391](tel:215-785-6391)

~~Selecto
Edwin Herrera
320 Pond Street
Bristol, PA19007~~

Petrucci Market, IGA
Tom Petrucci
1412 Main St.
Burgettstown, PA15021
[724-947-2723](tel:724-947-2723)

Duritz's Enterprises Inc
Rebecca Duritz
617 West Pike St
Canonsburg, PA15317
[724-745-2900](tel:724-745-2900)

[Coudersport Shop 'N Save
Stan Swank
91 2nd St
Coudersport, PA16915
814-274-9102](tel:814-274-9102)

~~Coudersport Shop 'N Save
Stan Swank
91 2nd St
Coudersport, PA16915~~

Cresson Shop 'N Save
Vincent LaMantia
1213 Second St
Cresson, PA16630
[814-886-7221](tel:814-886-7221)

Hurley's Fresh Market
Robert Hurley
P.O. Box 404
Dushore, PA18614
[570-928-9251](tel:570-928-9251)

[Shady Maple Farm Market
Nancy Martin
1324 Main St
East Earl, PA17519
717-354-4981](tel:717-354-4981)

~~Shady Maple Farm
Nancy Martin
1324 Main St
East Earl, PA17519
[Dawn Questone
52 Welwood Ave
Hawley, PA18428
570-226-6000](tel:570-226-6000)~~

Lake Region IGA
Jim Shook
PO Box 320
Hawley, PA18428
[570-226-6000](tel:570-226-6000)

~~Hawley IGA Market
Express
Dawn Questone
52 Welwood Ave
Hawley, PA18428
[Deborah Miller
541 Spring Street
Houtzdale, PA16651
814-378-7659](tel:814-378-7659)~~

~~Houtzdale SNS Express
Deborah Miller
541 Spring Street
Houtzdale, PA16651~~

Valeski's Fourth Street Market Inc
Tom Valeski
4 N Street Ext
Indiana, PA15701
[724-463-8506](tel:724-463-8506)

Market Basket
Gary Swan
1407 Dwight Dr
Johnstown, PA15904
[814-266-5311](tel:814-266-5311)

[Wonderland Amusement
Management, LLC
Rick Stammel
2249 Lincoln Highway East
Lancaster, PA17602
717-606-5300](tel:717-606-5300)

~~Wonderland Amusement
Management, LLC
Rick Stammel
2249 Lincoln Highway East
Lancaster, PA17602~~

Mallard Markets, Inc.
Frank Khun
161 S. Second St.
Lehighton, PA18235
[610-377-5090](tel:610-377-5090)

Masontown Shop n Save
Sandy Bruce
1882 McClellantown Rd
Masontown, PA15461
[724-966-7339](tel:724-966-7339)

[Karns Prime & Fancy Food Ltd.
Scott Karns
675 Silver Spring Road
Mechanicsburg, PA17050
717-766-6477](tel:717-766-6477)

~~Karns Prime & Fancy Food Ltd.~~

Grimms IGA Central Market, Inc.
Bob Mitchell

Cox Market
Steve Cox

[Haymaker Village Shop 'N Save
Ray Blöse](tel:717-766-6477)

Scott Karns
675 Silver Spring Road
Mechanicsburg, PA17050

10 N. Main St.
Middleburg, PA17842
[**570-837-7703**](tel:570-837-7703)

711 Route 481
Monongahela, PA15063
[**724-258-4900**](tel:724-258-4900)

[**4548 Broadway Blvd**](tel:412-858-5800)
[**Monroeville, PA15146**](tel:412-858-5800)
[**412-858-5800**](tel:412-858-5800)

Haymaker Village Shop 'N Save
Ray Bloese!
4548 Broadway Blvd
Monroeville, PA15146

Gold Crown Shop N Save
Anthony Previte
1309 Shoemaker St
Nanty Glo, PA15943
[**814-749-0121**](tel:814-749-0121)

Saylors Market
Carol Long
37 Carlisle Rd
Newville, PA17241
[**717-776-7551**](tel:717-776-7551)

[**Cousins Fresh Market**](tel:215-747-8700)
[**Rushdi Mohammad**](tel:215-747-8700)
[**6411 Woodland Ave**](tel:215-747-8700)
[**Philadelphia, PA19142**](tel:215-747-8700)
[**215-747-8700**](tel:215-747-8700)

Cousins Fresh Market
Rushdi Mohammad
6411 Woodland Ave
Philadelphia, PA19142

Castle Shannon Shop 'N Save
Dan McNaab
799 Castle Shannon Blvd
Pittsburgh, PA15234
[412-561-1418](tel:412-561-1418)

Ross's Markets LLC
Bob Sliva
1850 Centre Ave
Pittsburgh, PA15219
[412-224-2978](tel:412-224-2978)

Port Allegany Shop N Save
Cindy Goodliff
50 W Mill St
Port Allegany, PA16743

Fezell County Market
Tim Fezell
201 N Hampton Ave
Punxsutawney, PA15767
[814-938-2820](tel:814-938-2820)

Gale L O'Neil
Gale O'Neil
10929 Riverhill Rd
Shipperville, PA16254
[814-226-9981](tel:814-226-9981)

Landis Supermarket Inc
Larry Mihalke
2685 County Line Rd
Telford, PA18969

Community Super Marekt Verona
Connie Croyl
1117 Milltown Rd
Verona, PA15147
[412-793-4020](tel:412-793-4020)

Belko Foods LLC
Richard Bell
206 West High St.
Waynesburg, PA15370
[724-627-6174](tel:724-627-6174)

Mihelic Shop-n-Save
Mike Walker
184 Rochester Rd
West View, PA15229

Summit General Store
Matthew Skaling
25 Old Summit Rd
Greene, RI02827
[401-397-3366](tel:401-397-3366)

Corley's IGA Express
Chris Brown
1220 Hwy 72 West
Greenwood, SC29646
[864-223-1144](tel:864-223-1144)

Boulineau's Food Plus
Curtis Matthews
212 Sea Mountain Hwy
N Myrtle Beach, SC29582

HMS Ventures, LLC - Richburg IGA
Nilesh Patel
3191 Lancaster Highway
Richburg, SC29729
[803-789-3233](tel:803-789-3233)

S&N Xpress LLC
Jamil Nassar
2696 Cherry Rd
Rock Hill, SC29730
[704-506-6133](tel:704-506-6133)

Kessler's, Inc.
Jason Holm
621 6th Ave. SE
Aberdeen, SD57401

Lemmon IGA
Tiffany McCartney
409 Main Ave
Lemmon, SD57638
[605-374-3802](tel:605-374-3802)

Tucker's SuperValu
Bruce Tucker
PO Box 11 Miller
Miller, SD57362
[605-853-2428](tel:605-853-2428)

County Fair Food Stores
Jim Stewart
1305 W. Havens
Mitchell, SD57301

Payless Foods
Josh Stocick
214 W Grand Crossing
Mobridge, SD57601
[605-845-3606](tel:605-845-3606)

Big D Oil Co
Don Policky
PO Box 1378
Rapid City, SD57709
[605-342-6777](tel:605-342-6777)

Dakota Crossing Foods
Mark Stevenson
2410 SD Hwy 10
Sisseton, SD57262

County Fair Foods of Watertown South Dakota,
Inc.
Jeff Gamber
14 2nd St. NE
Watertown, SD57201
[605-886-4127](tel:605-886-4127)

Ram's Trading LTD
Hamir Sabnani
PO Box 78
Basseterre, St. Kitts
[869-466-7777](tel:869-466-7777)

Cash Saver
James Johnson
795 S Main St
Ashland City, TN37015

Holt's IGA
David Holt
1050 Main St
Bean Station, TN37708
[865-993-3239](tel:865-993-3239)

Bradford Bestway
Tracy Tate
124 W Main St
Bradford, TN38316
[731-742-2300](tel:731-742-2300)

Rex's Foodland
Rex Messick

Murphy's Food Stores
Todd Murphy
3426 Hwy 48

Hilltop Supermarket
Brian Brown
400 Hwy 149

4666 S Nashville Hwy
Chapel Hill, TN37034

Charlotte, TN37036
[615-789-5300](tel:615-789-5300)

Clarksville, TN37040
[931-552-9668](tel:931-552-9668)

Cooke's Food Store
Benjie Widner
3400 Keith St
Cleveland, TN37312

Piggly Wiggly
Todd Foxx
119 Nashville Hwy
Columbia, TN38401
[931-388-3206](tel:931-388-3206)

Chappell's Food Store
Mike McGuire
691 Hwy 70 E
Dickson, TN37055
[615-441-3655](tel:615-441-3655)

Gerald's Foodland
David West
200 College St W
Fayetteville, TN37334

Tony's CBEE, Inc. d/b/a Tony's Foodland
Tony Hunter
PO Box 249
Joelton, TN37080
[615-876-2203](tel:615-876-2203)

Lawrence Foods Inc
Mike Lawrence
134 W Kingston Springs Rd
Kingston Springs, TN37082
[615-952-4366](tel:615-952-4366)

McMinnville Foodland Plus
Dennis Lann
835 New Smithville Hwy Ste 25
McMinnville, TN37110

Piggly Wiggly #340
Josh Rudder
754 W Main St
Monteagle, TN37356
[931-924-3135](tel:931-924-3135)

Pleasants Grocery
Steve Pleasants
15275 Hwy 57
Moscow, TN38057
[901-877-7932](tel:901-877-7932)

Tietgens Super Rama #7
Doug Minnich
4955 Hwy 43 N
Mt Pleasant, TN38474

Harshamika, Inc.
Dharmesh Patel
3530 Hwy. 218 Bypass
Paris, TN38242
[731-642-1681](tel:731-642-1681)

Kirkpatrick's Foodland
Jason Kirkpatrick
100 N Cedar Ave
S Pittsburg, TN37380
[423-837-2386](tel:423-837-2386)

Spring City Piggly Wiggly
Jason Price
141 E Clinton Ave
Spring City, TN37381

Deaton's Marketplace
Bryan Newman
2038 Hwy 45 ByPass S
Trenton, TN38382
[731-855-3802](tel:731-855-3802)

Piggly Wiggly #368
Greg Jackson
811 E Lincoln St
Tulahoma, TN37388
[931-455-2491](tel:931-455-2491)

E.W. James & Sons, Inc.
Ken Pink
1308-14 Nailing Dr.
Union City, TN38261

Al's Foodland
Mark Beeler
PO Box 429
White House, TN37188
[615-672-8892](tel:615-672-8892)

Bates Foods
Dong L Lee
108 N Porter St
Winchester, TN37398
[931-967-2651](tel:931-967-2651)

Porter's
Frank Guerrero
101 E Sul Ross Ave
Alpine, TX79830

Angel Fire Mini Mart
Ryan Hodge
320 S Polk Suite 100
Amarillo, TX79101
[806-350-7285](tel:806-350-7285)

Viva Food Mart
Rafiq Moredig
8610 N Lamar
Austin, TX78753
[512-719-4551](tel:512-719-4551)

Lou's Supermarket New
Raju Karevalia
406 Grand Ave
Bacliff, TX77518

Shoppin Basket
Trish Schwertner
610 Hutchings Ave
Ballinger, TX76823
[325-365-2415](tel:325-365-2415)

Carniceria La Vaquita
Carlos Uriostegui
2312 N Alexander Dr
Baytown, TX77520
[409-540-9575](tel:409-540-9575)

Huddleston Grocery
Allen Huddleston
301 Halesboro St
Bogata, TX75417

Lopez Food Stores
Leticia Lopez
1800 E VanBuren
Brownsville, TX78520
[956-541-6802](tel:956-541-6802)

City Market
Kurt Jaeger
200 E Renfro St
Burleson, TX76028
[817-295-1051](tel:817-295-1051)

Minyards
Tim Van Slyke

Optimistix Business, Inc.
Karim Maknojia
4201 N Frazier Rd

GCM The Big Store Inc
Keith Zahar
2385 Hwy 87

1430 Valwood Pkwy
Carrolton, TX75006

Conroe, TX77304
[281-226-0100](tel:281-226-0100)

Crystal Beach, TX77650
[409-684-2400](tel:409-684-2400)

AAJ Investments Inc. d/b/a Betty's
Pizza 'n Pasta [Empire Petroleum Partners
LLC](#)

Alaudin Khuwaja
1201 Elm St. # LL02

[Mike Dove](#)
8350 N Central Expy Ste M2185

Dallas, TX ~~75270~~ [75206](#)
[214-750-9313](#)

Terry's El Mariachi Supermarkets
Rick Claus
2310 St. Germain
Dallas, TX 75212
[469-855-7028](#)

[Empire Petroleum Partners LLC](#) [IGA
Foodliner d/b/a Market Place](#)

Mike Dove

8350 N Central Expy Ste M2185
Dallas, TX 75206

[Jason Badejo](#)
[1202 S FM 51](#)
[Decatur, TX 76234](#)
[940-627-6438](#)

[IGA Foodliner d/b/a Market
Place](#)

Jason Badejo
1202 S FM 51
Decatur, TX 76234

[Mata's Fruit Store](#)
Jaime Mata
3334 Fort Blvd.
El Paso, TX 79930

[Baywood Foods](#)
Tony Wood
301 S Brazosport
Freeport, TX 77541

[Hearne Supermarket](#)
Mike Ali
917 W Brown St
Hearne, TX 77859

Casino Grocery
JoAnn Morales
42 Academy
Eagle Pass, TX 78852
[830-773-8085](#)

San Eli Supermarkets
Hector Saneli
PO Box 12235
El Paso, TX 79913
[915-764-2251](#)

Seven Seas Grocery
Thomas Harrison
PO Box 5299 Jamaica Beach
Galveston, TX 77554
[409-737-1152](#)

Eagle Grocery and Market
Jaime Rodriguez
299 Main St
Eagle Pass, TX 78852
[830-773-2384](#)

Elrod's Cost Plus #11
Kevin Hennessy
3220 N Main
Fort Worth, TX 76106
[817-626-0541](#)

David's Supermarkets Inc
Donnie Button
PO Box 350
Grandview, TX 76050
[817-866-2651](#)

[Mata's Fruit Store](#)
[Jaime Mata](#)
[3334 Fort Blvd.](#)
[El Paso, TX 79930](#)
[915-562-0500](#)

[Baywood Foods](#)
[Tony Wood](#)
[301 S Brazosport](#)
[Freeport, TX 77541](#)
[979-239-1307](#)

[Hearne Supermarket](#)
[Mike Ali](#)
[917 W Brown St](#)
[Hearne, TX 77859](#)
[979-279-2315](#)

[Baywood Foods](#)
Michael Wood
6721 Main
Hitchcock, TX 77563

Sunmart, Inc.
Anthony Sullivan
P.O. Box 4456
Houston, TX 77210

[Kashmir Road Lines, LLC a Texas limited
liability company](#) [Baywood Foods](#)

Gurvinder Sooden
6900 N Loop East
Houston, TX 77095

[Michael Wood](#)
[6721 Main](#)
[Hitchcock, TX 77563](#)
[409-986-5744](#)

Big City Food
Jane Chan
11330 Homestead Rd
Houston, TX 77016
[281-442-6083](#)

[Sellers Bros. Bob and Nhi Inc.](#)

Johnny Sellers
4580 S Wayside Dr

[John Vuong](#)
[13824 Almeda](#)
Houston, TX ~~77087~~ [77053](#)
[713-550-4490](#)

[Food World](#)
Salah Yousef
549 Greens Rd
Houston, TX 77060

[Bob and Nhi Inc](#)
John Vuong
13824 Almeda
Houston, TX 77053

[El Ahorro Supermarket](#)
Juan Gonzales
150 W Parker Rd
Houston, TX 77076

Consumer Retail Food Inc
Omar Panjwani
7707 Tanglewild Ave
Houston, TX 77036
[281-900-9753](#)

Cox's Foodarama Inc
Kim Alepa
10810 S Post Oak
Houston, TX 77035
[713-723-8948](#)

[Fiesta Mart Inc](#) [Eco Travel Plaza LLC](#)

Robert Quintanilla

5235 Katy Freeway

[Zain Farooqi](#)
[11601 Alief Clodine Rd](#)
Houston, TX ~~77007~~ [77082](#)

[832-540-0030](tel:832-540-0030)

[El Ahorro Supermarket](#)
[Juan Gonzales](#)
[150 W Parker Rd](#)
[Houston, TX 77076](#)
[281-827-6351](tel:281-827-6351)

[Fiesta Mart Inc](#)
[Robert Quintanilla](#)
[5235 Katy Freeway](#)
[Houston, TX 77007](#)
[281-796-8893](tel:281-796-8893)

[Food World](#)
[Salah Yousef](#)
[549 Greens Rd](#)
[Houston, TX 77060](#)
[281-875-4208](tel:281-875-4208)

[Eco Travel Plaza LLC](#)
[Sellers Bros. Inc.](#)
[Zain Farooqi](#)
[11601 Alief Clodine Rd](#)
[Johnny Sellers](#)
[4580 S Wayside Dr](#)
[Houston, TX 77082](#)
[7708277087](tel:7708277087)
[713-640-1611](tel:713-640-1611)

[Sunmart, Inc.](#)
[Anthony Sullivan](#)
[P.O. Box 4456](#)
[Houston, TX 77210](#)
[281-681-1000](tel:281-681-1000)

Neu-Mart
Mike Neutze
3280 Junction Hwy
Ingram, TX 78025
[830-367-2882](tel:830-367-2882)

[Bill L Dover Co](#)
[Randy Fuller](#)
[PO Box 600](#)
[Jasper, TX 75951](#)

[Bill L Dover Co](#)
[Randy Fuller](#)
[PO Box 600](#)
[Jasper, TX 75951](#)
[409-384-8900](tel:409-384-8900)

Jerry's Food King LLC
Jerry Dorman
165 Oyster Creek Dr
Lake Jackson, TX 77566
[979-297-5631](tel:979-297-5631)

[Hill Country Grocery Store](#)
[Cash](#)
[8949 FM 1283](#)
[Lakehills, TX 78063](#)

[Prontos Meat Market](#)
[Hill Country Grocery Store](#)
[Jose Santos](#)
[2720 N Malinche](#)
[Laredo, TX 78043](#)
[Cash](#)
[8949 FM 1283](#)
[Lakehills, TX 78063](#)
[830-751-3700](tel:830-751-3700)

[Prontos Meat Market](#)
[Jose Santos](#)
[2720 N Malinche](#)
[Laredo, TX 78043](#)
[956-235-9680](tel:956-235-9680)

[Pay & Save Inc d/b/a Lowe's](#)
[John Potter](#)
[1804 Hall Ave](#)
[Littlefield, TX 79339](#)
[806-385-3366](tel:806-385-3366)

[United Supermarkets LLC](#)
[Diane Earl](#)
[5801 MLK Blvd](#)
[Lubbock, TX 79404](#)
[806-791-0220](tel:806-791-0220)

[K.Ram Business, Inc.](#)
[Karim Maknojia](#)
[13403 Stagecoach Rd](#)
[Magnolia, TX77355](#)
[281-252-6900](#)

[Magnolia Food Inc](#)
[Karim Maknojia](#)
[26550 Nichols Sawmill Rd](#)
[Magnolia, TX77355](#)
[281-356-5800](#)

[RGV Globe Supermarket](#)
[Virginia Saldivar](#)
[PO Box 6029](#)
[McAllen, TX78501](#)
[956-343-1463](#)

[G & C Investments, Inc. Georgia Corporation](#)
[Sam Chavda](#)
[4284 Hathaway Ct.](#)
[Kennesaw, GA30144](#)
[678-770-2474](#)

[Joe Faraj](#)
[Joe Faraj](#)
[57777 Gratiot](#)
[New Haven, MI48048](#)
[810-749-8790](#)

[Pit Stop](#)
[Tony Mason](#)
[1120 W. Cumberland Gap Pkwy.](#)
[Corbin, KY40701](#)
[606-528-7899](#)

[Crossroads Hospitality Management](#)
[Company](#)
[Instertate Hotels Corporation](#)
[Pittsburgh, PA15220](#)

[JALP, Inc.](#)
[Jarrod Pierce](#)
[P.O. Box 34294](#)
[Indianapolis, IN46234](#)

[D&K's of VA, Inc.](#)
[Suchen Y. Gunther](#)
[P.O. Box 20221](#)
[Roanoke, VA24018](#)
[540-793-1277](#)

[Indy Rail Holdings, LLC](#)
[Steve Patton](#)
[410 W. Oak St., Suite 9A](#)
[Zionsville, IN46077](#)
[317-733-9751](#)

[Express Lane, Inc.](#)
[Jim Lewis](#)
[P.O. Box 59825](#)
[Panama City, FL32412](#)
[850-769-8977](#)

[IRH, Brookscool Rd., LLC](#)
[Steve Patton](#)
[410 W. Oak St., Suite 9A](#)
[Zionsville, IN46077](#)
[317-733-9751](#)

[IRH, Conner St., LLC](#)
[Steven Patton](#)
[410 W. Oak St., Suite 9A](#)
[Zionsville, IN46077](#)
[317-733-9751](#)

[Chuck McAulay](#)
[Chuck McAulay](#)
[3001 Cove Ridge Rd.](#)
[Midlothian, VA23112](#)
[804-314-0634](#)

[Indiana Food Group, LLC](#)
[Bill McKone](#)
[P.O. Box 511](#)
[Frankfort, IN49635](#)
[419-376-6146](#)

[Deoteth & Pearl Ganaishlal](#)
[8010 S. Madison Ave.](#)
[Indianapolis, IN46227](#)
[317-865-9538](#)

[Sky Matsuhashi & Dustin Heiner](#)
[Sky Matsuhashi](#)
[3051 Pico Ave.](#)
[Clovis, CA93619](#)
[559-291-2049](#)

[Michael Nelson's Bodyworks, Inc.](#)
[Michael Nelson](#)
[5921 34th St.](#)
[Lubbock, TX79424](#)
[806-799-4040](#)

[Afifa Abdelmalek](#)
[Father Mikael Abdelmalek](#)
[11220 Arborwood Trail](#)
[Carmel, IN46032](#)
[317-566-0111](#)

[Upadhyay, LLC](#)
[Sanak Upadhyay](#)
[1340 Longview Dr.](#)
[Woodbridge, VA22191](#)
[703-491-6160](#)

[Warren Ent, LLC](#)
[Bill Warren](#)
[936 Savannah Place](#)
[Gulfport, MS39507](#)
[228-669-3895](#)

[CHB Sports](#)
[Albert Blough](#)
[P.O. Box 67](#)
[Shillington, PA19607](#)
[610-777-1355](#)

[Kirchoff Gas and Food Mart Inc](#)
[Ravi Harsoor](#)
[4200 Kirchoff Rd](#)
[Rolling Meadow, IL60008](#)
[630-229-5701](#)

[5 Guyz and a Pizza Pie LLC](#)
[Harry Smith](#)
[11429 NW 9th Terrace](#)
[Yukon, OK73099](#)
[607-846-1425](#)

[The Daughtridge Group](#)
[Bill Daughtridge](#)
[P.O. Box 593](#)
[Rocky Mount, NC27801](#)
[252-446-6137](#)

[Diverse Brands, LLC](#)
[Doug Thomas](#)
[P.O. Box 3](#)
[Zionsville, IN46077](#)
[317-306-6416](#)

[Prutha, Inc.](#)
[Jay Patel](#)
[1429 Hillcott Lane](#)
[Indianapolis, IN46231](#)
[317-396-0782](#)

Union Valley Tiger Mart
Shelly Urban
9750 Kendell Circle
Royse City, TX75189
972636-3335

Kopple, James (Subway)
James Kopple
8306 Autumnwood Way
Louisville, KY40291
502-231-1433

Purbasha, LLC
Vinay Binrajka
474 E. Sunburst Lane
Tempe, AZ85284
602-697-8418

3110 LLC
Jess Anderson
3110 Todds Rd.
Lexington, KY40509
606-254-8186

Al F. Mirza
Al F. Mirza
6908 Stonebridge Court
Alexandria, VA22206
703-768-6908

Always Open
John Slavkowski
P.O. Box 1485
Melrose Park, IL60161
630-739-7318

Always Open / Tim Korte
Tim Korte
6355 W. Washington
Indianapolis, IN46241
317-244-1486

Around-the-Town Pizza
Bryan West
P.O. Box 407
Zionsville, IN46077
317-461-3246

Barger's Merrick Shell
George Barger
2048 Merrick Dr
Richmond, KY40475
859-624-2944

Brown's Citgo Quick Mart
Barry Brown
830 E. High St.
Potosi, MO63664
573-438-5793

Buehler Foods, Inc.
Kris Buehler
P.O. Box 82
Jasper, IN47546
812-482-1366

CMT Stores, Inc.
Chuck Bair
4116 Dalewood Dr.
Fort Wayne, IN46815
219-747-3087

Colling, Michael F. & Judi
Michael F. Colling
P.O. Box 577
Glenrock, WY82637
307-436-8280

Convenient For U, Inc.
Bill McKinney
Box 124 B, Rural Route # 2
Moweaqua, IL62550
217-768-5550

Cruz, Inc.
Tony Cruz
5890 National Rd. E.
Richmond, IN47374
765-962-6912

C-Store Marketing
2518 East Center St.
Warsaw, IN46580

DCBG, Inc.
Patrick Meglio
42764 Jonquil Lane
South Riding, VA20152
703-327-8484

Ellsperman, Ken (Subway #21727)
Ken Ellsperman
8309 Bell Oaks Dr.
Newburgh, IN47630
812-858-9932

Fresh Encounter, Inc.
Michael Needler
317 W. Main Cross St.
Findlay, OH45840
419-422-8090

Grant Co., Inc.
Bryan West
377 S. Meridian Street
Indianapolis, IN46217

Haley Enterprises, Inc.
Barry Hickingbotham
2106 N. 1st St.
Jacksonville, AR72067
501-982-0061

Hamlet C-Store, Inc. (Noak, Tom)
Tom Noak
1655 Snead Ave.
Chesterton, IN46304
219-926-8500

Handy Andy Food Stores, Inc
Kelly Snyder
320 E. Main St.
Gas City, IN46933
765-677-0711

J & S Dairy (B&R)
James Machowiak
3303 Portage Ave.
South Bend, IN46628
219-277-8175

L D Enterprises, Inc.
Dick Myneberge
1408 Lincolnway E.
Mishawaka, IN46545
219-293-5379

Lance's New Market
Dan Lance
18 W. Washington
Huntington, IN46750
219-356-1292

Laubauch, Tony / Express Mart (B&R)
Toby Laubach
2560 Detroit Rd.
Niles, MI49120
616-684-5630

Laurin Petry, DBA Noble Roman's Pizza
Laurin Petry
515 Fawn Ridge Trail
Bloomington, IN47204
812-876-9437

Maid O'Clover Corporation
Jeff Wallace
207 South Sixth Avenue
Yakima, WA98902
509-248-3562

Marsh Supermarkets
Mike Emmons
9800 Crosspoint Blvd.
Indianapolis, IN46256
317-594-2100

MDK Corporation
Dave Peters
415 New St.
Goshen, IN46526
219-533-4171

Mike Amos, Inc.
Mike Amos
600 N. Lincoln
Rockville, IN47872
765-569-6343

Morrell Enterprises, Inc. (Subway)
Carole Cox
312 East Hillcrest Drive
Greenville, SC29609
864-271-8797

[Nick & Andy's \(Sharp, Duane\)](#)
[Duane Sharp](#)
[P.O. Box 577](#)
[Shipshewana, IN46565](#)
[219-768-7802](#)

[Noble California Restaurant Group, LLC](#)
[Amir Siddiqi](#)
[9847 Cheyenne St.](#)
[Ventura, CA93004](#)
[805-672-0195](#)

[Oakwood Market](#)
[Gordon Dillow](#)
[P.O. Box 307](#)
[Oakwood, IL61858](#)
[217-354-4231](#)

[Penn Street, Inc. and Jeff Clancy](#)
[Jeff Clancy](#)
[4930 N. Pennsylvania St., Suite C](#)
[Indianapolis, IN46205](#)
[317-357-8928](#)

[Prima Marketing, LLC](#)
[Ron Bowers](#)
[49 Dylan Dr.](#)
[Fairmont, WV26554](#)
[304-367-1132](#)

[Prima Marketing, LLC](#)
[Pam Scott](#)
[300 W. High St.](#)
[Harrisville, WV26362](#)

[Rising Sun Shell](#)
[Ernie McConnaughey](#)
[519 N. High St.](#)
[Rising Sun, IN47040](#)
[812-438-4364](#)

[RJF, Inc.](#)
[Terry Farabaugh](#)
[3747 S. Meridian](#)
[Indianapolis, IN46217](#)
[317-786-0839](#)

[Ro Di Oil Co., Inc. \(B&R\)](#)
[Ron Hayman](#)
[P.O. Box 6](#)
[Veedersburg, IN47987](#)
[800-240-7634](#)

[Second Chance Pizza, Inc.](#)
[Mike Proia](#)
[2317 Blue Smoke Trail](#)
[Mishawaka, IN46544](#)
[219-257-3751](#)

[Stockman Oil](#)
[Chip Stockman](#)
[1138 Reynolds Ave.](#)
[Greenwood, SC29649](#)
[864-223-8486](#)

[Sundquist, Joel \(Subway of Crestwood, Inc.\)](#)
[Joel Sundquist](#)
[4302 McCombs Circle](#)
[Crestwood, KY40014](#)
[502-241-7634](#)

[The Sports Center](#)
[Lance Rhoades](#)
[1915 Gladden Rd.](#)
[Plainfield, IN46168](#)
[317-839-8880](#)

[Village Pantry, LLC \(Marsh Supermarkets\)](#)
[Helen Farrar](#)
[9800 Crosspoint Blvd.](#)
[Indianapolis, IN46256](#)
[317-594-2100](#)

[Waco Oil](#)
[Gregg Schrand](#)
[219 Garrard St.](#)
[Covington, KY41011](#)
[606-581-9226](#)

[Willaredt Oil Co., Inc.](#)
[A. Dean Willaredt](#)
[800 N. Route 45 / P.O.B. 1245](#)
[Mattoon, IL61938](#)
[217-234-4477](#)

[Behrouz Heshmatipour](#)
[Behrouz Heshmatipour](#)
[13739 Lambertina Place](#)
[Rockville, MD20850](#)
[301-613-8390](#)

[IHE GW, INC.](#)
[Patrick Meglio](#)
[42764 Jonquil Lane](#)
[South Riding, VA20152](#)
[703-327-8484](#)

[IHE WHC, INC.](#)
[Patrick Meglio](#)
[42764 Jonquil Lane](#)
[South Riding, VA20152](#)
[703-327-8484](#)

[Szyborski's Great Little Foods Store, Inc.](#)
[Henry Szyborski](#)
[12760 Adams Rd.](#)
[Granger, IN46350](#)
[574-277-8102](#)

[RJFK, Inc.](#)
[Terry Farabaugh](#)
[23 E. Main St.](#)
[Rossville, IN46065](#)
[765-379-3157](#)

[Patrick G. Meglio](#)
[Patrick Meglio](#)
[42764 Jonquil Lane](#)
[South Riding, VA20152](#)
[703-327-8484](#)

[JOSNA, Inc.](#)
[Hassan Chowdhury](#)
[4200 Wisconsin Ave., N.W.](#)
[Washington, DC20016](#)
[202-364-0788](#)

[P.J. Patel, Inc.](#)
[Paresh Patel](#)
[13008 3rd St.](#)
[Bowie, MD20720](#)
[301-860-1308](#)

[Dylan Inc. d/b/a Dylan Mart](#)
[Dylan Sran](#)
[6455 W. Washington St.](#)
[Indianapolis, IN46241](#)
[317-243-3481](#)

[Chris & Monica Kim](#)
[Chris Kim](#)
[8191 Douglas Fur Dr.](#)
[Lorton, VA22079](#)
[703-750-0995](#)

[Chun Ma Enterprises, Inc.](#)
[Dong K. Kim](#)
[3800 Powell Lane, Suite 924](#)
[Falls Church, VA22041](#)
[703-820-3546](#)

[Tim Layman](#)
[Tim Layman](#)
[206 Forest Ave.](#)
[Wyoming, OH45215](#)
[513-761-8632](#)

[Craig Johnson](#)
[Craig Johnson](#)
[13932 Hull St. Rd.](#)
[Midlothian, IN23112](#)
[804-639-0064](#)

[Kapi Ram, Inc.](#)
[Diptesh Patel](#)
[1320 Tayfield Ct.](#)
[Dayton, OH45414](#)
[937-239-1417](#)

[Great Lakes Convenience Inc. d/b/a Alto Marathon](#)
[Don Ziemke](#)
[11990 64th St.](#)
[Alto, MI49302](#)
[616-868-1000](#)

[Rinne Tire and Service, LLC](#)
[Mark Rinne](#)
[243 Main St.](#)
[Licking, MO65542](#)
[573-674-2390](#)

[VSKD Enterprises, LLC](#)
[Surash Devireddy](#)
[1130 Park Ave.](#)
[Piqua, OH45356](#)
[717-343-5737](#)

[Richmond NRT #1, LLC](#)
[Tim Martz](#)
[2512 Crosstimbers Terrace](#)
[Midlothian, VA23112](#)
[804-794-0070](#)

[Scott Fuel, Inc.](#)
[Nazmi Cangoz](#)
[RD 1 Box 327-A](#)
[Dalton, PA18414](#)
[570-563-1645](#)

[Margarita Rana](#)
[Kuldip Rana](#)
[8195 Greenscape Way](#)
[Riverside, CA92508](#)
[951-215-8774](#)

[Circle D Corporation](#)
[Amrik Cheema](#)
[1221 S. 9th St.](#)
[Richmond, IN47374](#)
[765-962-1329](#)

[Disha Enterprise, LLC](#)
[Imaze Hasnain](#)
[10087 Blossom Ridge Dr.](#)
[Elk Grove, CA95757](#)
[916-316-1592](#)

[Jerry Klich](#)
[Jerry Klich](#)
[6679 Long Ave.](#)
[Placerville, CA92567](#)
[530-642-2012](#)

[Fastop Foods of East Texas, Inc.](#)
[Terry Pickard](#)
[3304 Winding Way](#)
[Kilgore, TX75662](#)
[903-981-0121](#)

[Horizon Market](#)
[Joe Bob White](#)
[4060 N. Blagg, Suite C](#)
[Pahrump, NV89048](#)
[775-727-4100](#)

[P.O.P., Inc.](#)
[Terry Farabaugh](#)
[1940 Northwood Plaza](#)
[Franklin, IN46131](#)
[317-738-4467](#)

[Newman, Joseph](#)
[Joseph Newman](#)
[2522 Caribou Dr.](#)
[Evansville, IN47725](#)

[See USA, LLC](#)
[Roger Distler](#)
[P.O. Box 534](#)
[Cayuga, IN47928](#)
[765-492-3345](#)

[First United Energy Limited, LLC](#)
[Kola Falobi](#)
[9200 Harford Road](#)
[Parkville, MD21234](#)
[410-661-3911](#)

[Full Throttle Marketing, LLC](#)
[Michael Donley](#)
[8070 Shorewalk Dr.](#)
[Indianapolis, IN46236](#)
[317-823-9600](#)

[LVH, Inc.](#)
[George Van Harlingen](#)
[6430 Springfield Xena Rd.](#)
[Springfield, OH45502](#)
[937-324-3775](#)

[Amar Marathon](#)
[Amar Dalue](#)
[7998 Pontiac Trail](#)
[West Bloomfield, MI48323](#)

[Jung Sook Jin & Pyung Han Jin](#)
[Jung Sook Jin](#)
[6839 Chelsea Rd.](#)
[McLean, VA22101](#)
[301-219-4022](#)

[Vevay Shop Quik, Inc.](#)
[Bob Patel](#)
[701 E. Main St.](#)
[Vevay, IN47043](#)
[513-317-2981](#)

[Peregrine, Herb / Subway](#)
[Herb Peregrine](#)
[4437 Londonderry Court](#)
[Avon, IN46123](#)
[317-718-0757](#)

[Best Foods Concepts](#)
[Dick Best](#)
[3550 Park Place W., Ste. 300](#)
[Mishawaka, IN46545](#)
[574-254-0922](#)

[J.R. Liston, Inc.](#)
[Jean Heston](#)
[26395 State Rd. 2](#)
[South Bend, IN46619](#)
[574-287-1990](#)

[Erron Clayton](#)
[Erron Clayton](#)
[11427 Pace Ct.](#)
[Indianapolis, IN46229](#)
[317-894-9887](#)

[Sidona Enterprise, LLC](#)
[Yohannes Ghebray](#)
[13217 Stravinsky Dr.](#)
[Silver Spring, MD20904](#)
[301-288-7563](#)

[D & M Sowder, Inc.](#)
[David S. Sowder](#)
[2002 East Stop 12, Apt. A](#)
[Indianapolis, IN46227](#)
[317-883-2032](#)

[Iriny A Hanna](#)
[Amir Youssef](#)
[1359 James Ct.](#)
[Zionsville, IN46077](#)
[317-250-3314](#)

Eblen Short Stop, Inc.
Brenda Trantham
P.O. Box 5153
Asheville, NC28806
828-253-4591

Hsieh Wisconsin, LLC
Anna Hsieh
4200 Wisconsin Ave., N.W.
Washington, DC20016
202-364-0788

Flora Amoco Food Shop
Kathy Zimpher
State Road 18
Flora, IN46929
219-967-4749

[Holiday Inn North - A Trust](#)
[James Dora Jr.](#)
[2501 South High School Road](#)
[Indianapolis, IN46241](#)
[317-243-1000](#)

[Barry W. Baumgardner, Inc.](#)
[Barry Baumgardner](#)
[888 Walnut St.](#)
[Franklin, IN46131](#)
[317-738-9890](#)

[Sundaram Food, Inc.](#)
[Kalya Sundaram](#)
[1303 College Ave.](#)
[Goshen, IN46526](#)
[574-532-3101](#)

[Joann Tomasic](#)
[Joann Tomasic](#)
[3901 Sandpiper Ct.](#)
[Valparaiso, IN46385](#)
[574-867-8966](#)

[Day-Nite Food Mart](#)
[Michael Bedel](#)
[P.O. Box 396](#)
[Versailles, IN47042](#)
[812-689-5366](#)

[McGuires Moberly Shell, LLC](#)
[Worthie McGuire](#)
[3306 New Irving Rd.](#)
[Richmond, KY40475](#)

[DJ3 Inc.](#)
[Dave Relos](#)
[128 Chapin St.](#)
[South Bend, IN46601](#)
[574-233-1706](#)

[Volada, Inc.](#)
[Deepak Patel](#)
[4680 - 18A Monticello Ave.](#)
[Williamsburg, VA23188](#)
[757-258-9747](#)

[Standard Petroleum Corp. d/b/a Driver's Truck Stop](#)
[Shawn Tabani](#)
[Box 176 Rt. 2, I-65 & Hwy. 218](#)
[Horse Cave, KY47249](#)
[270-786-1824](#)

[Metro Petroleum](#)
[Ken Nail](#)
[1044 West 41st Street](#)
[Tulsa, OK74107](#)
[918-445-3131](#)

[Bablu, Inc.](#)
[Ruby Singh](#)
[668 Berkey Dr.](#)
[Romeoville, IL60446](#)
[317-373-4227](#)

[Dave Neumann](#)
[Dave Neumann](#)
[121 Hunters Ridge Dr](#)
[Jacksonville, NC28540](#)
[910-450-9349](#)

[2008 PGH, Inc.](#)
[Patrick Meglio](#)
[42764 Jonquil Lane](#)
[South Riding, VA20152](#)
[703-929-4993](#)

[Oechsner Inc.](#)
[Mike Oechsner](#)
[701 E. Main St.](#)
[Vevay, IN47043](#)
[812-427-3993](#)

[Fleet Card Fuels](#)
[Berk Hight](#)
[P.O. Box 81685](#)
[Bakersfield, CA93308](#)
[661-321-9961](#)

[O.A. Haggarty Gas Station, LLC](#)
[Elliott Arabo](#)
[7998 Pontiac Trail](#)
[West Bloomfield, MI48323](#)
[248-960-7594](#)

[Christensen Oil Company, Crest Dist., Inc.](#)
[Todd Christensen](#)
[P.O. Box 818](#)
[Provo, UT84603](#)
[800-654-0438](#)

[Pamela Miokovic \(Subway\)](#)
[Pamela](#)
[2841 Center Rd., Apt A](#)
[Poland, OH44514](#)

[Airport Crown, Inc.](#)
[Altaf Lakhani](#)
[1001 Aviation Blvd.](#)
[Baltimore, MD21240](#)
[443-756-1712](#)

[Jeff McLinn](#)
[Jeff McLinn](#)
[6131 S Meridian](#)
[Indianapolis, IN46217](#)
[317-430-4058](#)

[Bettag Co.](#)
[Ralph Bettag](#)
[6957 E. SR 62](#)
[Mariah Hill, IN47556](#)
[800-439-7741](#)

[Meier Oil](#)
[Dan Ponton](#)
[405 North 2nd Box 8](#)
[Ashkum, IL60911](#)
[815-698-2343](#)

[Lakhani, Mansoor \(Subway\)](#)
[Mansoor Lakhani](#)
[1001 Wood Dale Road](#)
[Wood Dale, IL60191](#)
[773-274-8080](#)

[Everybody's Oil Corporation](#)
[Anne LaRue](#)
[800 E 19th St.](#)
[Anderson, IN46015](#)
[765-649-0404](#)

[Sweet P's Pizza & Subs](#)
[Paula Studebaker](#)
[8078 Bi-County Road](#)
[Norfolk, VA23518](#)
[757-513-7700](#)

[Fouad Al Shaban](#)
[Fouad Al Shaban](#)
[8517 Huntspring Dr.](#)
[Lutherville, MD21093](#)
[410-337-8517](#)

[O'Grady, Brian \(Texaco\)](#)
[Brian O'Grady](#)
[P.O. Box 11008](#)
[Pueblo, CO81001](#)
[719-568-4409](#)

Cicci, Frank & Diane (TCBY)
Frank Cicci
281 Lake Mist Drive
Mooresville, NC28117
704-799-9434

Woodcrest Enterprise, Inc. dba Kountry Store
Mark Kidd
323 West Broadway
Trenton, IL62293
618-654-3419

Roza Enterprises, Inc.
Rajinder Sahni
3755 Roxbury Lane
Alexandria, VA22309
703-780-3545

[Rajesh Patel](#)
[Rajesh Patel](#)
[7140 Green Springs Road](#)
[Indianapolis, IN46214](#)
[317-243-9771](#)

[Cyclone Enterprises LLC](#)
[Peter Murphy](#)
[617 Third Ave SW](#)
[Carmel, IN46032](#)
[317-571-1677](#)

[Guraya Enterprises Corp](#)
[Paramjeet Guraya](#)
[8010 S Nineveh Rd](#)
[Nineveh, IN46164](#)
[317-933-3000](#)

[Ho Sang Park](#)
[Ho Sang Park](#)
[23609 Public House Rd.](#)
[Clarksburg, MD20871](#)
[301-528-9016](#)

[Michael Thompson](#)
[Michael Thompson](#)
[1125 N. Lesley Ave.](#)
[Indianapolis, IN46219](#)
[317-356-2378](#)

[Key Financial Corp.](#)
[Bob Key](#)
[5425 S. East St. #A-B-C](#)
[Indianapolis, IN46227](#)
[317-784-4061](#)

[Crystal Flash Petroleum, LLC](#)
[Andy Batt](#)
[5221 Ivy Tech Dr.](#)
[Indianapolis, IN46268](#)
[317-879-2849](#)

[The A Team of Texas, LLC](#)
[Thomas "Andy" Smith](#)
[612 Monette Dr.](#)
[Bedford, TX76022](#)
[817-285-0266](#)

[Powell Texas Properties, LLC](#)
[Mike Powell](#)
[1108 Spruce Run Dr.](#)
[Roanoke, TX76092](#)
[817-337-2585](#)

[R. R. Morrison & Son Inc](#)
[Paul Moody](#)
[4920 Hwy 61 S](#)
[Vicksburg, MS39180](#)
[601-636-2471](#)

[Foerster, Tom \(Subway #19509\)](#)
[Tom Foerster](#)
[950 Route 22](#)
[Fox River Grove, IL60021](#)
[847-516-3011](#)

[Thrif-Tee Food Center](#)
[Daniel McManos](#)
[10955 Eagle Drive](#)
[Mont Belvieu, TX77580](#)
[281-576-5040](#)

[Gayathiri Inc](#)
[Suresh Kumar](#)
[101 E Corporate Dr](#)
[Lewisville, TX75067](#)

[Pay & Save Inc d/b/a Lowe's](#)
[John Potter](#)
[1804 Hall Ave](#)
[Littlefield, TX79339](#)

[United Supermarkets LLC](#)
[Diane Earl](#)
[5801 MLK Blvd](#)
[Lubbock, TX79404](#)

[K.Ram Business, Inc.](#)
[Karim Maknojia](#)
[13403 Stagecoach Rd](#)
[Magnolia, TX77355](#)

[Magnolia Food Inc](#)
[Karim Maknojia](#)
[26550 Nichols Sawmill Rd](#)
[Magnolia, TX77355](#)

[RGV Globe Supermarket](#)
[Virginia Saldivar](#)
[PO Box 6029](#)
[McAllen, TX78501](#)

[Thrif-Tee Food Center](#)
[Daniel McManos](#)
[10955 Eagle Drive](#)
[Mont Belvieu, TX77580](#)

[Market Basket Foods](#)
[Jim Urban](#)
[2420 Nederland Ave](#)
[Nederland, TX77627](#)
[409-727-3104](#)

[Brahma Mart](#)
[Joe Clifton](#)
[400 E Main St](#)
[Omaha, TX75571](#)
[903-884-2338](#)

[Family Center IGA](#)
[Michael Hall](#)
[418 S Allister St](#)
[Port Aransas, TX78373](#)
[361-749-6233](#)

[Family Center IGA](#)
[Michael Hall](#)
[418 S Allister St](#)
[Port Aransas, TX78373](#)

[Farid Abusaleh](#)
[Farid Abusaleh](#)
[2600 Memorial Blvd](#)
[Port Arthur, TX77640](#)
[409-982-3565](#)

[Red Rock Grocery](#)
[Hetal Patel](#)
[1945 Fm 20](#)
[Red Rock, TX78662](#)
[512-308-2488](#)

[Vinyard Enterprises d/b/a](#)
[Vinyard's Lake Store](#)
[John K Vinyard](#)
[6693 FM-115](#)
[Scroggins, TX75480](#)
[903-860-3102](#)

[Vinyard Enterprises d/b/a](#)
[Vinyard's Lake Store](#)
[John K Vinyard](#)
[6693 FM-115](#)
[Scroggins, TX75480](#)

[Arlan's Market](#)
[Ames Arlan](#)
[4614 Nasa Parkway](#)
[Seabrook, TX77586](#)
[281-942-9539](#)

[Dick's Food Store - Seadrift](#)
[Karen Barton](#)
[PO Box 430](#)
[Seadrift, TX77983](#)
[361-785-3391](#)

[Debra Gilles](#)
[Debra Gilles](#)
[105 Ripple Creek St](#)
[Shavano Park, TX78231](#)
[210-834-4521](#)

[Debra Gilles](#)

[Patek's Grocery](#)
[Bob Patek](#)

[Blue Marlin Supermarket](#)
[Omar Martnez](#)

[RF & Sons Properties LLC](#)
[Jaswinder \(Jesse\) Randhawa](#)

Debra Gilles
105 Ripple Creek St
Shavano Park, TX78231

PO Box 635
Shiner, TX77984
[361-594-3171](tel:361-594-3171)

2912 Padre Blvd
South Padre Island, TX78597
[956-761-4966](tel:956-761-4966)

[533 Coyote Rd
Southlake, TX76092
979-451-1071](tel:979-451-1071)

RF & Sons Properties LLC
Jaswinder (Jesse) Randhawa
533 Coyote Rd
Southlake, TX76092

Hodges Food Basket
Tracy Hodge
26824 I-45 North
Spring, TX77386
[281-367-7597](tel:281-367-7597)

SS Fuels Inc
Penny Sidhu
PO Box 1106
Tatum, TX75691
[682-225-4500](tel:682-225-4500)

[Food King
Tony Melchor
915 6th St N
Texas City, TX77590
409-948-2181](tel:409-948-2181)

Food Rite Market
Kiet Nguyen
5320 FM 1765
Texas City, TX77591

Food King
Tony Melchor
915 6th St N
Texas City, TX77590

LPT Retail Management Services
Sam Bitton
449 Longhorn Trail
Weatherford, TX76087

[Food Rite Market
Kiet Nguyen
5320 FM-1765
Texas City, TX77591
409-938-1350](tel:409-938-1350)

Lakeland West Capital II LLC
Sam Bitton
449 Longhorn Trail
Weatherford, TX76087
[972-338-4025 x 203](tel:972-338-4025)

Willis Supermarket
Sam Prasla
504 S Danville St
Willis, TX77378

[Jack & Jill Lanes, Inc. Willis
Supermarket
Sam Wadley Prasla
105 S. 700 East
American Fork, UT84003
504 S Danville St
Willis, TX77378
512-791-6913](tel:512-791-6913)

Winegar's Supermarket, Inc.
Eston Winegar
3371 S Orchard Dr
Bountiful, UT84010

North Salt Lake Zoo LLC
Robby Gold
2088 Ridge Hill Dr
Bountiful, UT84010

Stewart's Markets
Mark Stewart
621 East Main St
Castle Dale, UT84513

Jack & Jill Lanes, Inc.
Sam Wadley
105 S. 700 East
American Fork, UT84003
801-367-8595

North Salt Lake Zoo LLC
Robby Gold
2088 Ridge Hill Dr
Bountiful, UT84010
801-201-4032

Winegar's Supermarket, Inc.
Eston Winegar
3371 S Orchard Dr
Bountiful, UT84010
801-292-0178

~~Quality~~Stewart's Markets
~~Ellen Springer~~
~~180 E~~
Mark Stewart
621 East Main St
~~Delta, UT84624~~
Castle Dale, UT84513
435-381-5660

Quality Markets
Ellen Springer
180 E Main
Delta, UT84624
435-864-2782

Al's Foodtown (Kelly Ann Hatch)
Kelly Ann Hatch
171 East Main
Duchesne, UT84021
435-733-0905

~~Valley Market~~
~~Carly Worden~~
~~2555 Wolf Creek Dr~~
~~Eden, UT84310~~

~~Main Street~~Valley Market
~~Sandra Behling~~
~~15 W Main~~
~~Ferron, UT84523~~
Carly Worden
2555 Wolf Creek Dr
Eden, UT84310
801-745-4000

Main Street Market
Sandra Behling
15 W Main
Ferron, UT84523
435-749-6016

Ute Plaza Supermarket
Uleeta Myore
775 E Hwy 40
Fort Duchesne, UT84026
435-722-3282

~~Lake View Market~~
~~Michael Moldenhauer~~
~~485 N Bear Lake Blvd~~
~~Garden City, UT84028~~

~~Soelberg's~~Lake View Market
~~Carol Jefferies~~
~~213 E. Main~~
~~Grantsville, UT84029~~
Michael Moldenhauer
485 N Bear Lake Blvd
Garden City, UT84028
435-946-2279

Soelberg's Market
Carol Jefferies
213 E. Main
Grantsville, UT84029
435-884-5531

Melon Vine Food Store
Penny Riches
80 S Broadway
Green River, UT84525
435-564-3228

~~Day's Markets~~
~~Carl Day~~
~~890 S Main St~~
~~Heber City, UT84032~~

~~R&A Market~~Day's Markets
~~Dean Armstrong~~
~~408~~
Carl Day
890 S Main St
~~Helper, UT84526~~
Heber City, UT84032
435-654-2352

R&A Market
Dean Armstrong
408 S Main St
Helper, UT84526
435-472-3301

Thrifty Enterprises, Inc. d/b/a
Hometown Market
Derek Potter
221 N. Main St.
Huntington, UT84528
435-687-9976

~~Red Mountain Market~~
~~Todd Muse~~
~~374 S 200 E~~
~~Ivins, UT84738~~

~~Kamas Foodtown~~Red
Mountain Market
~~Phil Bair~~
~~145 W~~
Todd Muse
374 S 200 SE
~~Kamas, UT84036~~
Ivins, UT84738
435-673-4310

Kamas Foodtown
Phil Bair
145 W 200 S
Kamas, UT84036
435-783-4369

Farmer's Market
L. Lamar Gubler
495 N State St
La Verkin, UT84745
435-635-0774

~~Leeds Market~~
~~Todd Muse~~
~~PO Box 460760~~
~~Leeds, UT84746~~

~~Royal's Food Town~~Leeds
Market
~~Misako Taylor~~
~~135 S Main St~~
~~Loa~~
Todd Muse
PO Box 460760

Royal's Food Town
Misako Taylor
135 S Main St
Loa, UT84747
435-836-2841

Lee's Market Place Inc.
Johnathan Badger
555 E 1400 N
Logan, UT84321
435-755-5100

~~Manti Market, Inc.~~
~~Tyler Merrill~~
~~35 E. Union~~
~~Manti, UT84642~~

[Leeds, UT8474784746](#)
[435-879-8695](#)

[Andy's Manti Market, Inc.](#)
[John Hansen](#)
[515 N Main](#)
[Monroe, UT84754](#)

[Tyler Merrill](#)
[35 E. Union](#)
[Manti, UT84642](#)
[435-835-8800](#)

[Drew Leroy Wangsgard's Market](#)
[Drew Leroy](#)
[355 E State Rd 39](#)
[Orangeville, UT84537](#)

[Mike Child](#)
[120 N Washington Blvd](#)
[Ogden, UT84401](#)
[801-399-4408](#)

[Corner Payson Market LLC](#)
[d/b/a South End Market](#)
[Eric Scholer](#)
[820 N 700 E](#)
[Provo, UT84606](#)

[Mike Tippetts](#)
[586 N. Main St.](#)
[Payson, UT84651](#)
[801-465-2324](#)

[Ms and Sons Inc](#)
[Sharanjit Multani](#)
[3805 Midland Dr](#)
[Roy, UT84401](#)

[Andy's Market](#)
[John Hansen](#)
[515 N Main](#)
[Monroe, UT84754](#)
[435-527-0933](#)

[Drew Leroy](#)
[Drew Leroy](#)
[355 E State Rd 39](#)
[Orangeville, UT84537](#)
[435-748-2727](#)

[Corner Market LLC d/b/a South End Market](#)
[Eric Scholer](#)
[820 N 700 E](#)
[Provo, UT84606](#)
[801-374-4794](#)

Valley Vista Grocery LC
Dennis Lawrence
15 S Hwy 89 #1
North Salt Lake City, UT84054
[801-936-0992](#)

Macey's Inc.
Darin Peirce
880 N State
Orem, UT84057
[801-255-6002](#)

Petersons Marketplace
Ellen Whall
1777 W 12600 S
Riverton, UT84065
[801-254-0761](#)

[Wangsgard's Market](#)
[Mike Child](#)
[120 N Washington Blvd](#)
[Ogden, UT84401](#)

[Payson Market](#)
[Mike Tippetts](#)
[586 N. Main St.](#)
[Payson, UT84651](#)

[Winegar's Supermarket, Inc.](#)
[Sarah Mildon](#)
[3400 W 4800 S](#)
[Roy, UT84067](#)

[Planet Wireless Inc d/b/a Nobler Roman's](#)
[Utah PS](#)
[Eric Quintana](#)
[5519 S 1900 W](#)
[Roy, UT84067](#)

[Stokes Fresh Food Market](#)
[Jerry Gaskin](#)
[795 N State Rd 198](#)
[Salem, UT84653](#)

[Ms and Sons Inc](#)
[Sharanjit Multani](#)
[3805 Midland Dr](#)
[Roy, UT84401](#)
[801-928-3419](#)

[Planet Wireless Inc d/b/a Nobler Roman's](#)
[Utah PS](#)
[Eric Quintana](#)
[5519 S 1900 W](#)
[Roy, UT84067](#)
[801-784-3777](#)

[Winegar's Supermarket, Inc.](#)
[Sarah Mildon](#)
[3400 W 4800 S](#)
[Roy, UT84067](#)
[801-732-9400](#)

[Stokes Fresh Food Market](#)
[Jerry Gaskin](#)
[795 N State Rd 198](#)
[Salem, UT84653](#)
[801-504-6021](#)

Food World Inc. d/b/a Super
Mercado De Las Americas
Craig Stahle
1179 S Navajo St
Salt Lake City, UT84104
[801-972-4585](#)

[Neighbors Market](#)
[Dennis Lawrence](#)
[15 S Hwy 89 #1](#)
[Salt Lake City, UT84054](#)

[Olympus Hills Lanes](#)
[Inc Neighbors Market](#)
[Gordon Lindstrom](#)
[4015 S Wasatch Blvd](#)
[Dennis Lawrence](#)
[15 S Hwy 89 #1](#)
Salt Lake City, UT ~~84124~~ [84054](#)
[801-201-2673](#)

[Olympus Hills Lanes Inc](#)
[Gordon Lindstrom](#)
[4015 S Wasatch Blvd](#)
[Salt Lake City, UT84124](#)
[801-277-4444](#)

Miner Trading Post LLC
Brittnie Medina
123 Market St.
Sunnyside, UT84539
[435-888-4416](#)

[John's Marketplace](#)
[David Brown](#)
[4141 S Redwood Rd](#)
[Taylorsville, UT84123](#)

[Davis Food & Drug](#)
[John's Marketplace](#)
[Jani Davis](#)
[575 West Main](#)
[Vernal, UT84078](#)
[David Brown](#)
[4141 S Redwood Rd](#)
[Taylorsville, UT84123](#)
[801-261-0234](#)

[Davis Food & Drug](#)
[Jani Davis](#)
[575 West Main](#)
[Vernal, UT84078](#)
[435-789-2001](#)

Bridgewater Foods
Lee Armbuster
519 N Main Street
Bridgewater, VA22812
[540-828-3010](#)

[Farmer's Foods](#)
[Myles \(Allen\) Johnson](#)
[P.O. Box 160](#)
[Chase City, VA23624](#)

[Hall's Great Valu](#)
[Farmer's Foods](#)
[Tamy Wilder](#)
[3895 James Monroe Hwy](#)
[Colonial Beach, VA22443](#)
[Myles \(Allen\) Johnson](#)
[P.O. Box 160](#)
[Chase City, VA23624](#)
[434-372-0423](#)

[Fork Union IGA](#)
[Hall's Great Valu](#)
[Vijay Patel](#)
[4312](#)
[Tamy Wilder](#)
[3895 James Madison](#)
[Monroe Hwy](#)

[Fork Union IGA](#)
[Vijay Patel](#)
[4312 James Madison Hwy](#)
[Fork Union, VA23055](#)
[434-842-1031](#)

Red Front Supermarket
John Garber
677 Chicago Ave
Harrisonburg, VA22802
[540-433-9171](#)

[Fresh World](#)
[Jason Kim](#)
[1070 Elden St](#)
[Herndon, VA20170](#)

[Fork Union, VA23055](#)
[Colonial Beach, VA22443](#)
[804-224-9310](#)

[FD Foods Inc](#)
[Fresh World](#)
[Brian Stanley](#)
[501 B Main](#)
[Jason Kim](#)
[1070 Elden St](#)
[Kenbridge, VA23944](#)
[Herndon, VA20170](#)
[703-435-8200](#)

[FD Foods Inc](#)
[Brian Stanley](#)
[501 B Main St](#)
[Kenbridge, VA23944](#)
[434-676-1366](#)

EMC IV LLC d/b/a Bungalow Sports
Grill
Win Froelich
7601 Lewinsville Rd Ste 306
McLean, VA22102
[703-296-0046](#)

[EMC III LLC d/b/a Bungalow](#)
[Sports Grill](#)
[Win Froelich](#)
[7601 Lewinsville Rd Ste 306](#)
[McLean, VA22102](#)

[Miller's Market](#)
[EMC III LLC](#)
[d/b/a Bungalow Sports Grill](#)
[Bikramjit \(BJ\) Singh](#)
[628 Mineral Avenue](#)

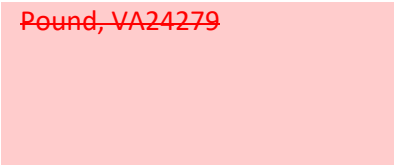
[Miller's Market](#)
[Bikramjit \(BJ\) Singh](#)
[628 Mineral Avenue](#)
[Mineral, VA23117](#)
[540-207-2435](#)

Game's Farmers Market
David Game
503 Harpersville Road
Newport News, VA23601
[757-595-1887](#)

[Pound IGA](#)
[Skip Nantz](#)
[11133 Indian Creek Rd](#)

Mineral, VA23117

Win Froelich
7601 Lewinsville Rd Ste 306
McLean, VA22102
703-296-0046



Kings SupermarketPound IGA

John Jeong

2102 Keswick Ave

Richmond, VA23224

Skip Nantz
11133 Indian Creek Rd
Pound, VA24279
276-796-4042

Jim's Local Market
Jim Scanlon
PO Box 8063
Richmond, VA23223
804-363-9227

RH Roanoke, Inc.Kings Supermarket

Paul Mobley

1906 Bellevue

John Jeong

2102 Keswick Ave

Roanoke, VA24033

Richmond, VA23224
804-232-7454

RH Roanoke, Inc.
Paul Mobley
1906 Bellevue Ave.
Roanoke, VA24033
540-981-1416

Urbanna Market IGA
Harry Bullock
335 Virginia Street
Urbanna, VA23175
804-758-2250

Wakefield Great Valu

Tommy Garrett

PO Box 516

Wakefield, VA23888

J&J InternationalWakefield
Great Valu

Chris Lee

16593 River Ridge Blvd

Woodbridge, VA22191

Tommy Garrett
PO Box 516
Wakefield, VA23888
757-899-5555

Pratt'sJ&J International

Corey Pratt

Highways 125 & 22A

Bridport, VT05734

Chris Lee
16593 River Ridge Blvd
Woodbridge, VA22191
757-537-5359

Pratt's
Corey Pratt
Highways 125 & 22A
Bridport, VT05734
802-758-2323

Cambridge Village Market
Bruce MacMillan
113 S Main St
Cambridge, VT05444
802-644-2272

Georgia Market

Ray Bouffard

962 Ethan Allen Hwy

Georgia, VT05454

Amboy Market, Inc.

Darcy Williams

39812 NE 216th St.

Amboy, WA98601

Saar's

Brian Crofts

1702 Auburn Way North

Auburn, WA98002

The North West Company International
Inc

Angela Miller

3633 136th Place SE Suite 110

Bellevue, WA98006

[Georgia Market](#)
[Ray Bouffard](#)
[962 Ethan Allen Hwy](#)
[Georgia, VT05454](#)
[802-527-1100](#)

[Amboy Market, Inc.](#)
[Darcy Williams](#)
[39812 NE 216th St.](#)
[Amboy, WA98601](#)
[360-247-5421](#)

[Saar's](#)
[Brian Crofts](#)
[1702 Auburn Way North](#)
[Auburn, WA98002](#)
[253-245-5974](#)

[Ralph's Red Apple #379](#)[The North West Company International Inc](#)
[Glyn Correll](#)
[6724 Kitsap Way](#)
[Bremerton, WA98312](#)

[Ralph's Red Apple #379](#)
[Glyn Correll](#)
[6724 Kitsap Way](#)
[Bremerton, WA98312](#)
[360-377-5708](#)

Harvest Foods-Brewster Market Place
Victor Vargas
PO Box 69
Brewster, WA98812
[509-689-3404](#)

[REM Market, LLC](#)
[Phillip G. Blackburn](#)
[130 Titchenal Rd.](#)
[Cashmere, WA98815](#)

[Angela Miller](#)
[3633 136th Place SE Suite 110](#)
[Bellevue, WA98006](#)
[425-945-4118](#)

PND Mercado LLC d/b/a El Mercado de Grandview
Phillip G. Blackburn
130 Titchenal Rd.
Cashmere, WA98815
[509-782-3801](#)

[REM Market, LLC](#)
[Phillip G. Blackburn](#)
[130 Titchenal Rd.](#)
[Cashmere, WA98815](#)
[509-782-3801](#)

Fuller Market Basket, Inc.
Ken Grasser
505 S. Tower
Centralia, WA98531
[360-736-9328](#)

[Watson Grocery Group LLC dba Riverside CenterPlace Market](#)
[Corey Watson](#)
[34710 N Newport Hwy](#)
[Chattaroy, WA99003](#)

[Shop & Kart Watson Grocery Group LLC dba Riverside CenterPlace Market](#)
[Darris McDaniel](#)
[2100 N. National Ave.](#)
[Chehalis, WA98532](#)
[Corey Watson](#)
[34710 N Newport Hwy](#)
[Chattaroy, WA99003](#)
[509-292-0409](#)

[Shop & Kart](#)
[Darris McDaniel](#)
[2100 N. National Ave.](#)
[Chehalis, WA98532](#)
[360-748-1936](#)

Shop 'N Kart
Garet Russo
2100 N National Ave
Chehalis, WA98532
[360-748-1936](#)

[Myers Group LLC](#)
[Christina Conrad](#)
[PO Box 1170](#)
[Clinton, WA98236](#)

[Albert's Red Apple Myers Group LLC](#)
[Richard Frank](#)
[Christina Conrad](#)
PO Box [3661170](#)
[Concrete, WA98237](#)
[Clinton, WA98236](#)
[360-321-5690](#)

[Albert's Red Apple](#)
[Richard Frank](#)
[PO Box 366](#)
[Concrete, WA98237](#)
[360-853-8540](#)

18th Street Grocery & Deli
Rachel Woolsey
1801 North Walnut Street Ste 1
Ellensburg, WA98926
[509-925-3949](#)

[Everybody's Elma](#)
[Mike Werner](#)
[PO Box 3022](#)
[Elma, WA98541](#)

[Valmark Inc Everybody's Elma](#)
[John Stimpson](#)
[Mike Werner](#)
PO Box [9483022](#)
[Friday Harbor, WA98250](#)
[Elma, WA98541](#)
[360-482-2631](#)

[Valmark Inc](#)
[John Stimpson](#)
[PO Box 948](#)
[Friday Harbor, WA98250](#)
[360-378-3238 x 5](#)

Granite Falls IGA Market
Mike Trask
115 N Granite Ave
Granite Falls, WA98252
[360-691-6733](#)

[Swanson's Foods](#)
[Tom Seguin Jr](#)
[915 Simpson Ave](#)
[Hoquiam, WA98550](#)

[Front Street Market Swanson's Foods](#)
[Cally Merrifield](#)
[80 Front St](#)
[Issaquah, WA98027](#)

[Front Street Market](#)
[Cally Merrifield](#)
[80 Front St](#)
[Issaquah, WA98027](#)
[425-369-9252](#)

Bridle Trails Red Apple, LLC
Duane Pearson
6625 132nd Ave. NE
Kirkland, WA98033
[425-881-7602](#)

[Pioneer Market](#)
[Al Hayton](#)
[416 E Morris](#)
[La Conner, WA98257](#)

[Tom Seguin Jr](#)
[915 Simpson Ave](#)
[Hoquiam, WA98550](#)
[360-532-6120](#)

[Jay's Pioneer Market](#)

[Keith Perry](#)

[1809 124th NE](#)

[Lake Stevens, WA98258](#)

[Al Hayton](#)
[416 E Morris](#)
[La Conner, WA98257](#)
[360-466-0188](#)

[Mortons Thriftway](#)
[Michael Mayer](#)

[Christi Greiter](#)

[461 Second St](#)

[Morton, WA98356](#)

[Michael Mayer](#)
[PO Box 247](#)
[Mabton, WA98935](#)
[509-894-4444](#)

[Fiesta Foods of Oregon,](#)

[Inc. Blanton's IGA](#)

[Craig Gaylord](#)

[115 S. 10th Ave.](#)

[Pasco, WA99301](#)

[Hal Blanton](#)
[13040 US Hwy 12](#)
[Packwood, WA98361](#)
[360-494-6101](#)



County Market #1593
Chris Gooding
303 91st Ave NE
Lake Stevens, WA98258
[425-335-3421](#)



[Michael Mayer](#)
[Jay's Market](#)

[Michael Mayer](#)

[PO Box 247](#)

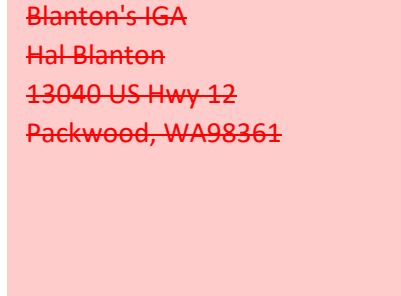
[Mabton, WA98935](#)

[Keith Perry](#)
[1809 124th NE](#)
[Lake Stevens, WA98258](#)
[425-334-1256](#)



[Mortons Thriftway](#)
[Christi Greiter](#)
[461 Second St](#)
[Morton, WA98356](#)
[360-496-5021](#)

Okie's #2 Thriftway
Michelle Edwards
1820 Bay Ave.
Ocean Park, WA98640
[360-665-5222](#)

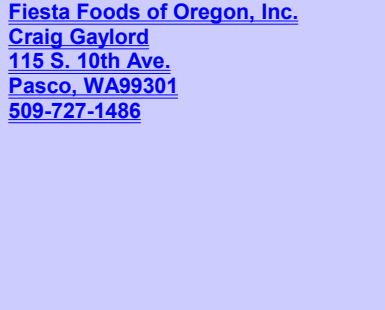


[Blanton's IGA](#)

[Hal Blanton](#)

[13040 US Hwy 12](#)

[Packwood, WA98361](#)



[Fiesta Foods of Oregon, Inc.](#)
[Craig Gaylord](#)
[115 S. 10th Ave.](#)
[Pasco, WA99301](#)
[509-727-1486](#)

Fischer's Market IGA Everyday
Kathy Lund
PO Box 249
Randle, WA98377
[360-497-5356](#)

[Everybody's Supermarket](#)

[Mike Kennedy](#)

[701 Willapa](#)

[Raymond, WA98577](#)

[Bailey's IGA](#)
[Tammy Bailey](#)
[10333 Hwy 12](#)
[Rochester, WA98579](#)

[L&G Venture Corporation d/b/a Dan's](#)
[Belltown Grocery](#)
[Ed Peters](#)
[2221 3rd Ave.](#)
[Seattle, WA98121](#)

[KAV Ventures, Inc. d/b/a City Market](#)
[Kurt Vold](#)
[1722 Bellevue Ave.](#)
[Seattle, WA98122](#)

~~Montlake Blvd Market~~ Everybody's Supermarket
Scott Iverson
2605 22nd Ave. East
Seattle, WA98112
Mike Kennedy
701 Willapa
Raymond, WA98577
360-942-2100

~~Ken's Market - Queen Anne~~ Bailey's IGA
Joe Vizzare
2400 6th Ave W
Seattle, WA98119
Tammy Bailey
10333 Hwy 12
Rochester, WA98579
360-273-7330

Boulevard Park Thriftway #109
Beth McCormick
12000 Des Moines Way
Seattle, WA98168
206-246-5697

KAV Ventures, Inc. d/b/a City Market
Kurt Vold
1722 Bellevue Ave.
Seattle, WA98122
206-323-1715

Ken's Market - Queen Anne
Joe Vizzare
2400 6th Ave W
Seattle, WA98119
206-282-1100

L&G Venture Corporation d/b/a Dan's Belltown Grocery
Ed Peters
2221 3rd Ave.
Seattle, WA98121
206-441-0220

~~Sid's IGA~~ Montlake Blvd Market
Charles Winn
4410 Pacific Way
Seaview, WA98644
Scott Iverson
2605 22nd Ave. East
Seattle, WA98112
206-323-4518

Sid's IGA
Charles Winn
4410 Pacific Way
Seaview, WA98644
360-642-3737

Selah Red Apple Mart
Rick Fowler
Selah Red Apple Mart
Selah, WA98942
509-697-6100

~~Pioneer Select Grocery~~
Rick Manlow
116 Willapa Ave
South Bend, WA98586

Pioneer Select Grocery
Rick Manlow
116 Willapa Ave
South Bend, WA98586
360-875-5771

Barney's Harvest Foods, Inc.
David Stocking
11205 E. Dishman Mica Rd.
Spokane, WA99206
509-922-3278

~~Webb's Empire Foods~~
Michael Webb
W 1 Front St
St John, WA99171

~~A&J Select Market~~ Webb's Empire Foods
Michael Webb
W 1 Front St
St John - Mobley, WA99171
PO Box 789
Stevenson, WA98648
509-648-3744

~~Blue Sky~~ A&J Select Market
Michael Mayer
116 Chehalis Ave.
Toppenish, WA98948
John Mobley
PO Box 789
Stevenson, WA98648
509-427-5491

Blue Sky Market
Michael Mayer
116 Chehalis Ave.
Toppenish, WA98948
509-865-7200

Vashon Market IGA
Shawn Hoffman
17639 100th Avenue SW
Vashon, WA98070
206-463-9725

~~Town and Country Market~~
Roland Hanson
201 S Main St
Warden, WA98857

~~Washougal Food Center~~ Town and Country Market
Jesse Singh
1736 E
Roland Hanson
201 S Main St
Washougal, WA98671
Warden, WA98857
509-349-2323

Washougal Food Center
Jesse Singh
1736 E St.
Washougal, WA98671
360-835-3525

Stolz Northwest Inc d/b/a Food Market
Kip Bonds
PO Box 58
Wauna, WA98395
253-884-3325

~~Cedar Village IGA~~
Brenda Hoven
206 E Walnut
Winlock, WA98596

~~Winthrop Red Apple~~ Cedar Village IGA
Mike Walker
P.O. Box 70

Winthrop Red Apple
Mike Walker
P.O. Box 70
Winthrop, WA98862
509-996-2525

County Market
Lucas Blatter
14019 Woodinville Duvall Rd
Woodinville, WA98072
425-483-9353

~~Wray's Food Stores~~
Chris Brown
5605 Summitview Ave.

Winthrop, WA98862

[Brenda Hoven](#)
[206 E Walnut](#)
[Winlock, WA98596](#)
[360-785-4610](#)

[Zillah Wray's Food Center,](#)

[Inc. Stores](#)

[John H. Hill](#)

[145 First](#)

[Chris Brown](#)
[5605 Summitview Ave.](#)

[Zillah, WA98953](#)

[Yakima, WA98908](#)
[509-966-1808](#)

[Zillah Food Center, Inc.](#)
[John H. Hill](#)
[145 First Ave.](#)
[Zillah, WA98953](#)
[509-829-6800](#)

A-F County Market
Joe Hebior
215 W North St
Adams, WI53910
[608-339-6703](#)

Yakima, WA98908

[Amherst Family Foods](#)

[Russ Schroeder](#)

[PO Box 207](#)

[Amherst, WI54408](#)

[Amherst Family Foods](#)
[Russ Schroeder](#)
[PO Box 207](#)
[Amherst, WI54408](#)
[715-824-5533](#)

Rechek's Food Pride
Brenda Ekmayer
609 North Spring Street
Beaver Dam, WI53916
[920-887-1907](#)

[Pate Gas Mart Inc](#)

[Harry Samra](#)

[1985 Pebble Dr](#)

[Beloit, WI53511](#)

[Backes Food Pate Gas Mart Inc](#)

[Daniel Backes](#)

[382 Main St](#)

[Birnamwood, WI54414](#)

[Harry Samra](#)
[1985 Pebble Dr](#)
[Beloit, WI53511](#)
[608-302-1730](#)

[Sal's Backes Food Center Mart](#)

[Paula Sarvello](#)

[504 South](#)

[Daniel Backes](#)

[382 Main St](#)

[Black Creek, WI54106](#)

[Birnamwood, WI54414](#)
[715-449-2629](#)

[Sal's Food Center](#)
[Paula Sarvello](#)
[504 South Main St.](#)
[Black Creek, WI54106](#)
[920-984-3147](#)

Gooseberries Fresh Food Market
David Spiegelhoff
690 West State Street
Burlington, WI53105
[262-763-5955](#)

[Columbus Sentry](#)

[Silka Stier](#)

[150 Commerce Drive](#)

[Columbus, WI53925](#)

[Lotter's LLC](#)

[Nadine Westmayer](#)

[300 W. Glen](#)

[Crandon, WI54520](#)

[Schaefer's Food Mart](#)

[Debbie Johnson](#)

[PO Box 305](#)

[Crandon, WI54520](#)

[Edgar IGA](#)

[Lance Bauer](#)

[304 Third Ave](#)

[Edgar, WI54426](#)

[Columbus Sentry](#)
[Silka Stier](#)
150 Commerce Drive
Columbus, WI53925
608-237-0500

[Lotter's LLC](#)
[Nadine Westmayer](#)
300 W. Glen
Crandon, WI54520
715-478-3677

[Schaefer's Food Mart](#)
[Debbie Johnson](#)
PO Box 305
Crandon, WI54520
715-478-2558

[Edgar IGA](#)
[Lance Bauer](#)
304 Third Ave
Edgar, WI54426
715-352-2381

Elkhorn Sentry Foods
Jon Curry
801 N Wisconsin St
Elkhorn, WI53121
[262-723-2626](#)

[Pat's Market](#)
[Rachel Borneman](#)
117 N McKenzie
Gillett, WI54124

[Ormson's SuperValu](#)
[Pat's Market](#)
Brian J Ormson
124 Oak St
Glenwood City, WI54013
[Rachel Borneman](#)
117 N McKenzie
Gillett, WI54124
[920-855-6040](#)

[Mayville's Market](#)
[Ormson's SuperValu](#)
David Mayville
315 S Main
Greenwood, WI54437
[Glenwood City, WI54013](#)
715-265-4660

[Mayville's Market](#)
[David Mayville](#)
315 S Main St
Greenwood, WI54437
[715-267-6665](#)

Hillsboro County Market
Melinda Campbell
E18590 Wisconsin 33
Hillsboro, WI54634
[608-489-2423](#)

[Iola Sentry Foods](#)
Doug Kulinski
125 Meadow Rd
Iola, WI54945

[Iola Sentry Foods](#)
[Doug Kulinski](#)
125 Meadow Rd
Iola, WI54945
[715-445-3316](#)

Stinebrink's Lake Geneva Foods LLC
Mark Stinebrink
100 E. Geneva Sq.
Lake Geneva, WI53147
[262-248-8798](#)

[Lake Mills Market](#)
[Diane Williamson](#)
375 W Tyrannena Park Rd
Lake Mills, WI53551

Conrad's Sentry Foods
Brian Conrad
105 S Madison St
Lake Mills, WI53551
[920-648-8366](#)

[Lakewood Supervalu](#)
[Lake Mills Market](#)
Dave Seeber
17186 Twin Pines Rd
Lakewood, WI54138
[Diane Williamson](#)
375 W Tyrannena Park Rd
Lake Mills, WI53551
[920-945-0526](#)

[Lakewood Supervalu](#)
[Dave Seeber](#)
17186 Twin Pines Rd
Lakewood, WI54138
[715-276-6678](#)

Capitol Center Market
Diane Williamson
111 N. Broom St.
Madison, WI53703
[608-255-2616](#)

[Rob's Family Market](#)
Lori Scheffler
2330 Menasha Ave
Manitowoc, WI54220

[The Butcher's Corner](#)
[Rob's Family Market](#)
Mohammad Taha
PO Box 8
Marion, WI54950
[Lori Scheffler](#)
2330 Menasha Ave
Manitowoc, WI54220
[920-684-1129](#)

[The Butcher's Corner](#)
[Mohammad Taha](#)
PO Box 8
Marion, WI54950
[715-754-5281](#)

Piggly Wiggly Mayville
Curt Schmidt
1440 Horicon St
Mayville, WI53050
[920-387-3220](#)

[Medford County Market](#)
Glen Bersie
PO Box 407
Medford, WI54451

[Medford County Market](#)
[Glen Bersie](#)
PO Box 407
Medford, WI54451
[715-748-9212](#)

Bulk Petroleum Corp
Gary Dhaliwal
9653 N Granville Rd
Mequon, WI53097
[262-242-4800](#)

[Dave's County Market](#)
[Ray Lefferts](#)
300 E. First St.
Merrill, WI54452

[Roundy's Supermarkets, Inc.](#)
[Dave's County Market](#)
Todd Willits
875 E Wisconsin Ave
Milwaukee, WI53202
[Ray Lefferts](#)
[300 E. First St.](#)

Sentry Foods
Doug Schwans
9210 W Lisbon Ave
Milwaukee, WI53222

71st Lisbon Sentry
Pat Martin
7101 W Lisbon Ave
Milwaukee, WI53210
[414-871-1700](tel:414-871-1700)

Best Food & Meat Market
Sam Ayes
2430 N Martin Luther King Dr
Milwaukee, WI53212
[414-263-1100](tel:414-263-1100)

[Merrill, WI54452
715-536-2571](tel:715-536-2571)

El Rey Food Mart
Socorro Franco
1320 W Burnham St
Milwaukee, WI53204
[414-383-7786](tel:414-383-7786)

El Rey Plaza Inc
Jason Hyland
3524 W Burnham St
Milwaukee, WI53215
[414-643-1616](tel:414-643-1616)

MK Food Market
Jaspreet Gill
4623 W Burleigh St
Milwaukee, WI53210
[414-449-5362](tel:414-449-5362)

Roundy's Supermarkets, Inc.
Todd Willits
875 E Wisconsin Ave
Milwaukee, WI53202
[414-231-6164](tel:414-231-6164)

El Rey Plaza Inc
Jason Hyland
3524 W Burnham St
Doug Schwans
9210 W Lisbon Ave
Milwaukee, WI53215
[414-461-5305](tel:414-461-5305)

El Rey Food Mart
Socorro Franco
1320 W Burnham St
Milwaukee, WI53204

Silver Spring Meat
Sammy
6350 W Silver Spring Dr
Milwaukee, WI53218
[414-578-3814](tel:414-578-3814)

Point Grocery Inc
Jeff Basting
622 Dodge St
Mineral Point, WI53565
[608-987-2393](tel:608-987-2393)

MK Food Market
Jaspreet Gill
4623 W Burleigh St
Milwaukee, WI53210

Point Grocery Inc
Jeff Basting
622 Dodge St
Mineral Point, WI53565

Piggly Wiggly
Judy Semrad
W-189 S-7847 Racine Ave
Muskego, WI53150

Stells Piggly Wiggly, Inc.
Bonnie Kautzer
2243 Calumet Dr.
New Holstein, WI53061

Marcouiller's Foods Inc
Shannon Marcouiller
501 Washington Ave
Niagara, WI54151

Charles Potter, Inc.
Charles (Chuck) Potter
2201 E. Rawson Ave.
Oak Creek, WI53154

Piggly Wiggly
Judy Semrad
W 189 S 7847 Racine Ave
Muskego, WI53150
262-679-1166

Stells Piggly Wiggly, Inc.
Bonnie Kautzer
2243 Calumet Dr.
New Holstein, WI53061
920-898-4600

Marcouiller's Foods Inc
Shannon Marcouiller
501 Washington Ave
Niagara, WI54151
715-251-3860

Charles Potter, Inc.
Charles (Chuck) Potter
2201 E. Rawson Ave.
Oak Creek, WI53154
414-764-7640

Thompson's County Market
Mike Thompson
722 Brazeau Ave.
Oconto, WI54153
920-835-3566

Scott & Lori's Family Foods
Scott Jalling
PO Box 176
Owen, WI54460

Marv Scott & Alison Lori's
Sentry Family Foods
Cindy Bathery
25300 75th St
Paddock Lake, WI53168
Scott Jalling
PO Box 176
Owen, WI54460
715-229-2148

Marv & Alison's Sentry Foods
Cindy Bathery
25300 75th St
Paddock Lake, WI53168
262-843-4204

Port Washington Sentry Foods
Joseph Sanfilippo
101 West Seven Hills Road
Port Washington, WI53074
262-284-6134

Pierce's Markets
Paul Frey
2915 New Pinery Road
Portage, WI53901

Prentice IGA Pierce's Markets
Deloris J Dearth
520 Center St
Prentice, WI54556
Paul Frey
2915 New Pinery Road
Portage, WI53901
608-742-2481

Super Ron's Food
Prentice IGA
Deloris J Dearth
520 Center St
John Ullmer
960 C.R.-B
Pulaski, WI54162
Prentice, WI54556
715-428-2958

Super Ron's Food Center
John Ullmer
960 C.R. B
Pulaski, WI54162
920-822-3300

Reedsburg Village Market
Craig Stovey
115 2nd St.
Reedsburg, WI53959
608-524-4533

Viking Village Foods
Pamela Schulenberg
150 Viking Dr
Reedsburg, WI53959

Mark's Market Viking Village
Foods
Mark Watters
108 Lincoln Ave
Rio, WI53960
Pamela Schulenberg
150 Viking Dr
Reedsburg, WI53959
608-524-6108

Mark's Market
Mark Watters
108 Lincoln Ave
Rio, WI53960
920-992-5220

Dick's Fresh Market
Dick Rinehart
P.O. Box 239
River Falls, WI54022
715-426-5920

Opahle's Piggly Wiggly
Janet Bennett
724 Phillips Blvd.
Sauk City, WI53583

Charlie's County
Market Opahle's Piggly Wiggly
Kelly Sufka
521 S Main
Shawano, WI54166
Janet Bennett
724 Phillips Blvd.
Sauk City, WI53583
608-643-8438

Charlie's County Market
Kelly Sufka
521 S Main
Shawano, WI54166
715-524-2523

St Germain Sentry
David Weber
PO Box 99
St Germain, WI54558
715-479-9150

People's Meat Market
Lee Falkavage
1765 County Rd.
Stevens Point, WI54482

Davel's One-Stop People's
Meat Market
Mark Kraus
307 3rd Ave

Davel's One Stop
Mark Kraus
307 3rd Ave
Stratford, WI54484
715-687-2144

Thorp SuperValu
Cheryl Niemuth
110 W. Prospect St.
Thorp, WI54771
715-669-5507

Baker's Three Lakes Foods
Rob Baker
1593 Hwy 32

Stratford, WI54484

[Lee Falkavage](#)
[1765 County Rd.](#)
[Stevens Point, WI54482](#)
[715-592-6328](#)

[Cedar Street Market](#)[Baker's](#)
[Three Lakes Foods](#)

[Judi Hegewald](#)
[234 Cedar Street](#)

[Tigerton, WI54486](#)

[Rob Baker](#)
[1593 Hwy 32](#)
[Three Lakes, WI54562](#)
[715-546-3354](#)

[Mike's Supermarket](#)[Nelson's](#)
[County Market](#)

[Steve Janesch](#)
[PO Box 77](#)

[Townsend, WI54175](#)

[Tim Høglund](#)
[662 N 4th St](#)
[Tomahawk, WI54487](#)
[715-453-2174](#)

[Village Market](#)[Miller and](#)
[Sons Supermarket](#)

[William Schultz](#)
[1230 N.](#)

[Laura Eyler](#)
[210 S Main St.](#)

[Viroqua, WI54665](#)

[Verona, WI53593](#)
[608-845-6478](#)

[Cedar Street Market](#)
[Judi Hegewald](#)
[234 Cedar Street](#)
[Tigerton, WI54486](#)
[715-535-2010](#)

[Mike's Supermarket](#)
[Steve Janesch](#)
[PO Box 77](#)
[Townsend, WI54175](#)
[715-276-6111](#)

[Village Market](#)
[William Schultz](#)
[1230 N. Main St.](#)
[Viroqua, WI54665](#)
[608-637-2476](#)

Great Lakes Foods of Tomahawk
Patrick D Fritz
990 N 4th St
Tomahawk, WI54487
[715-224-2065](#)

Austads Supervalu
Adam Austad
608 US Hwy 8
Turtle Lake, WI54889
[715-986-2244](#)

Quality Foods [IGA](#) Rib Mountain
Scott Fritsche
2900 Rib Mountain [Ave. Dr](#)
Wausau, WI54401
[715-848-2793](#)

Three Lakes, WI54562

[Nelson's County Market](#)

[Tim Høglund](#)
[662 N 4th St](#)
[Tomahawk, WI54487](#)

[Miller and Sons Supermarket](#)

[Laura Eyler](#)
[210 S Main](#)
[Verona, WI53593](#)

[Quality Foods IGA Rib](#)
[Mountain](#)

[Scott Fritsche](#)
[2900 Rib Mountain Dr](#)
[Wausau, WI54401](#)

[Solberg Enterprises LTD d/b/a Trig's Food](#)
[and Drug](#)

[Julie Enerson](#)
[110 S 17th Ave](#)
[Wausau, WI54401](#)

[Wayne's Star of the North Market, Inc.](#)

[Chanda Elliott](#)
[P.O. Box 366](#)
[Webster, WI54893](#)

[Wayne's Piggly Wiggly](#)

[Wayne Krueger](#)
[910 E. Main St.](#)
[Winneconne, WI54986](#)

[Quality Foods Rib Mountain](#)
[Scott Fritsche](#)
[2900 Rib Mountain Ave.](#)
[Wausau, WI54401](#)
[715-848-2793](#)

[Solberg Enterprises LTD d/b/a Trig's Food and Drug](#)
[Julie Enerson](#)
[110 S 17th Ave](#)
[Wausau, WI54401](#)
[715-849-8744](#)

[Wayne's Star of the North Market, Inc.](#)
[Chanda Elliott](#)
[P.O. Box 366](#)
[Webster, WI54893](#)
[715-866-8366](#)

[Wayne's Piggly Wiggly](#)
[Wayne Krueger](#)
[910 E. Main St.](#)
[Winneconne, WI54986](#)
[920-582-0401](#)

Quality Markets
Merlin Jeffery
1021 W Grand Ave
Wisconsin Rapids, WI54495
[715-423-9750](#)

Eddie's Supermarket
Roger Armentrout
6057 Robert C Byrd Drive
Bradley, WV25818
[304-877-2500](#)

[Bigley Foodland Fresh](#)
[Sheila Burgess](#)
[10 Spring Street](#)
[Charleston, WV25302](#)

[Bigley Foodland Fresh](#)
[Sheila Burgess](#)
[10 Spring Street](#)
[Charleston, WV25302](#)
[304-342-0280](#)

Smith's Foodfair
Mary Jane Joseph
106 Beech Street
Clendenin, WV25045
[304-548-6500](#)

Cornerstone IGA
Phil Cutlip
123 Seneca Trail
Fairlea, WV24902
[304-645-3133](#)

[Franklin Great Valu](#)
[Alan Thomas](#)
[PO Box 219](#)
[Franklin, WV26807](#)

[Franklin Great Valu](#)
[Alan Thomas](#)
[PO Box 219](#)
[Franklin, WV26807](#)
[304-358-7662](#)

Piggly Wiggly
Reid Meadows
24332 Midland Trail
Hico, WV25854
[304-658-5872](#)

TWJ Inc
James Oppe
1206 Plum St
Parkersburg, WV26101
[304-428-4767](#)

[Sissonville Piggly Wiggly](#)
[Bob Kees](#)
[6405 Sissonville Dr](#)
[Sissonville, WV25312](#)

[Sissonville Piggly Wiggly](#)
[Bob Kees](#)
[6405 Sissonville Dr](#)
[Sissonville, WV25312](#)
[304-984-1723](#)

St Marys Galaxy
Casey Edwards
1408 North Pleasants Hwy
St Marys, WV26170
[304-684-3878](#)

G&R IGA
Tim McCoy
109 Baker St
Webster Springs, WV26288
[304-847-2449](#)

[Goodson's Supermarket Inc](#)
[Todd Goodson](#)
[PO Box 858](#)
[Welch, WV24801](#)

[Goodson's Supermarket Inc](#)
[Todd Goodson](#)
[PO Box 858](#)
[Welch, WV24801](#)
[304-436-8481](#)

D.J.'s, Inc
Kelly Holiday
895 Fort St
Buffalo, WY82834
[307-684-2518](#)

Hines General Store
Ben Hines
14597 US Hwy 287
Fort Washakie, WY82514
[307-332-3278](#)

[Ron's Food Farm](#)
[Ron Fiene](#)
[PO Box 272](#)
[Greybull, WY82426](#)

[Ron's Food Farm](#)
[Ron Fiene](#)
[PO Box 272](#)
[Greybull, WY82426](#)
[307-765-2890](#)

Benedict's Market
James Benedict
950 N Hwy 414
Mountain View, WY82939
[307-782-3232](#)

Buckhorn IGA
Warren Tritschler
723 Dayton Street
Ranchester, WY82839
[307-655-9766](#)

[Blair's Super Market](#)
[Kent Foulger](#)
[1801 Big Horn Ave](#)
[Worland, WY82401](#)

[Blair's Super Market](#)
[Kent Foulger](#)
[1801 Big Horn Ave](#)
[Worland, WY82401](#)
[307-347-8500](#)

K & K Island Pride
John Artia Stovall
1782 Amate Kabua Blvd
Majuro, Marshall Islands, 96960
[692-625-3321](#)

Shoppers Value Foods
Brandon Rivers
[225-357-7477](#)

~~2021~~2022 CURRENT
TUSCANO'S
FRANCHISEES

J & J Stores, LLC d/b/a Food and Things
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251

Narain Gulebani
Basheer Kaid
3401 E. Main
Danville, IL61832

Recreational Concepts Development
Corp. d/b/a Dutch Springs
Stuart W. Schooley
4733 Hanoverville Rd.
Bethlehem, PA18020

[Narain Gulebani](#)
[Basheer Kaid](#)
[3401 E. Main](#)
[Danville, IL61832](#)
[217-446-8239](#)

Harshamika, Inc.
Dharmesh Patel
3530 Hwy. 218
Bypass
Paris, TN38242

RH Roanoke, Inc.
Paul Mobley
1906 Belleview Ave.
Roanoke, VA24033
[540-981-1416](#)

Document comparison by Workshare Compare on Friday, April 28, 2023 1:19:17 PM

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Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116524/2
Description	#17116524v2<ss-dms.vlawnet.com> - NR - 2022 FDD - Exhibit E - Current Franchisees
Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780255/1
Description	#29780255v1<ss-dms.vlawnet.com> - EXHIBIT E - CURRENT NOBLE ROMANS-2022
Rendering set	MS Word Proof

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Style changes	0
Format changes	0
Total changes	8230

EXHIBIT F

LIST OF FORMER FRANCHISEES

2021 FORMER NOBLE ROMAN'S FRANCHISEES

Big O Gas Deli & Grill
Khaled Ahmed
12588 Ave 416
Orosi, CA93647

Harnoor Petroleum Inc
Sundeep Multani
2210 N Huntington Rd
Marion, IN46952

Selex LLC
Jill Donovan
3327 Howard St
Skokie, IL60076

Boezeman Oil Co Inc
Dan Boezeman
4541 East State Road 10
Demotte, IN46310

Grass Roots Capital Holdings Inc.
Aaron Caudell
2210 N. Huntington Rd.
Marion, IN46952

Huffman's Corporation
Christina Huffman
8530 E US Hwy 36
Rockville, IN47872

Freedom Oil LLC
Gregory J Cobb
PO Box 1789
Warsaw, IN46582

M.L. Panda Cakes LLC
Benny LeBon
7339 Ruthven Rd
Norfolk, VA23505

Black Pearl 98 Inc
Narinder Singh
13193 State Highway 33
Santa Nella, CA95322

Jay Petroleum (dba Pak-A-Sak)
Kevin Huffman
P.O. Box 1285
Portland, IN47371

Ram Krupa Inc
Niru Patel
9200 S Old State Road 37
Bloomington, IN47403

MJ Market LLC
Gary Saggi
1201 E Morgan St
Kokomo, IN46901

Foxcliff Golf Club Inc
Reid Payne
1970 E Maple Turn Rd
Martinsville, IN46151

Veedersburgh Food Mart LLC
Amardeep Sidhu
913 E 2nd St
Veedersburgh, IN47987

AYRA LLC
Haresh Kumar Patel
245 W.H. Brown Rd
Russellville, KY42276

Wild Animal Safari, Inc.
James Meikle
P.O. Box 1197
Pine Mountain, GA31822

S&G Norridge LLC
Matt Speiser
7700 W Irving Park Rd
Norridge, IL60706

Heri Seven Inc
Raj Patel
601 E 10th St
Bloomington, IN47408

Sweetser Foodmart Inc
Sawrineer "Sonny" Singh
4922 S Western Ave
Marion, IN46953

60's Eastside of Mitchell Inc
Caylan Evans
282 IN-60
Mitchell, IN47446

Jerry Shop Quik Inc
Jerry Patel
701 E Main St
Vevay, IN47043

Dabini of Maryland LLC
Musse Leakemariam
3817 Whitman Road
Annandale, VA22003

2021 FORMER TUSCANO'S FRANCHISEES

Dabini of Maryland LLC
Musse Leakemariam
3817 Whitman Road
Annandale, VA22003

M.L. Panda Cakes LLC
Benny LeBon
7339 Ruthven Rd
Norfolk, VA23505

2022 FORMER NOBLE ROMAN'S FRANCHISEES

AMI 63 LLC d/b/a AMI 67 Food Mart
Ali Hamid
3401 US-98 Bus
Panama City, FL32401
850-215-5660

AMI 57 LLC d/b/a AMI 70 Food Mart
Ali Hamid
700 W 23rd St Suite D29
Panama City, FL32405
850-215-5660

AMI Stores Management Inc
Ali Hamid
700 W 23rd St Suite 30D
Panama City, FL32405
850-215-5660

Harvard GS Inc
Sam Singh
1300 N Division
Harvard, IL60033
224-228-3091

PARI, Inc.
Dharmesh Patel
1340 E. S.R. 46
Batesville, IN47006
812-934-5550

Columbia City Foodmart Inc
Ravinder Singh
501 N Main St
Columbia City, IN46725
347-882-9701

Guru Kirpa Petroleum Inc
Harbhajan Bajwa
1368 Fortner Dr
Indianapolis, IN46231
317-441-9494

Kwick Mart Inc
Varinder Sahi
5405 W Bradbury
Indianapolis, IN46241
317-572-1500

RJFK, Inc.
Terry Farabaugh
23 E. Main St.
Rossville, IN46065
765-379-3157

Village Pantry, LLC
Kent Tapley
P.O. Box 3227
Wilmington, NC28406
910-395-5300

JVC Development LLC - Subway
Vandana Sharma
96 Whaley
Freeport, NY0

Kashmir Road Lines, LLC a Texas limited liability company
Gurvinder Sooden
6900 N Loop East
Houston, TX77095
281-770-4457

Gayathiri Inc
Suresh Kumar
101 E Corporate Dr
Lewisville, TX75067
214-603-6746

**2022 FORMER
TUSCANO'S
FRANCHISEES**

J & J Stores, LLC d/b/a Food and Things
Ronnie Jamil
4995 N. Granite Reef
Scottsdale, AZ85251
480-941-1556

Recreational Concepts Development Corp.
d/b/a Dutch Springs
Stuart W. Schooley
4733 Hanoverville Rd.
Bethlehem, PA18020
610-759-2270

Harshamika, Inc.
Dharmesh Patel
3530 Hwy. 218 Bypass
Paris, TN38242
731-642-1681

Document comparison by Workshare Compare on Friday, April 28, 2023 1:23:00 PM

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Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116530/1
Description	#17116530v1<ss-dms.vlawnet.com> - NR - 2022 FDD - Exhibit F - Former Franchisees
Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780257/1
Description	#29780257v1<ss-dms.vlawnet.com> - EXHIBIT F - FORMER NOBLE ROMANS - 2022
Rendering set	MS Word Proof

Legend:	
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Statistics:	
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Insertions	82
Deletions	102
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	184

EXHIBIT G

**SUPPLY AGREEMENT
(SINGLE UNIT)**

Noble Roman's Pizza Program

Single-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Address: _____

E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana.

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

NOBLE ROMAN'S, INC.

RETAILER

By: _____

By: _____

Printed: _____

Title: _____

Date: _____

Printed: _____

Title: _____

Date: _____

Document comparison by Workshare Compare on Friday, April 28, 2023 1:36:54 PM

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Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116533/1
Description	#17116533v1<ss-dms.vlawnet.com> - NR - 2022 FDD - Exhibit G - Supply Agreement-Single Unit
Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780372/1
Description	#29780372v1<ss-dms.vlawnet.com> - NR - 2023 FDD - Exhibit G - Supply Agreement-Single Unit
Rendering set	MS Word Proof

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Padding cell	

Statistics:	
	Count
Insertions	0
Deletions	0
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	0

EXHIBIT H

**SUPPLY AGREEMENT
(MULTI-UNIT)**

Noble Roman's Pizza Program

Multi-Unit Sign-Up Agreement

This Sign-Up will authorize and license the Retailer to acquire Noble Roman's proprietary ingredients and operate the Noble Roman's Pizza Program. There is no commitment or obligation on behalf of the Retailer to offer Noble Roman's pizzas; the Retailer may choose to discontinue doing so at any time.

Retailer: _____ Contact Person: _____ Phone: _____

Office Address: _____ E-Mail: _____

Noble Roman's, Inc. agrees to supply the following to the Retailer at no cost:

- Fully guided assistance in preparing for the program start-up and in placing the initial product order
- On-site training and set-up of the program at a mutually agreed upon date and time
- A set of color-coded pizza making charts
- A set of measuring cups to be used in combination with the pizza making charts
- A complete set of marketing and merchandising material
- Online access to ready-to-go advertisements and other artwork

At no obligation to the Retailer, Noble Roman's may offer the Retailer access to cost effective equipment that can be used with the Noble Roman's Pizza Program to increase sales beyond the base program:

- Inexpensive pizza sampling ovens for less than \$100
- Stand-alone refrigerated coolers value priced for purchase or for lease
- Heated display cabinets for selling Noble Roman's SuperSlices and cooked pizzas

The Retailer agrees it is required to help protect the integrity of the Noble Roman's brand and Pizza Program by doing the following:

- Not starting the Noble Roman's Pizza Program until trained to do so by a Noble Roman's representative
- Never using Noble Roman's trademarks for anything outside the Noble Roman's Pizza Program
- Never using Noble Roman's pizza make charts for other than a Noble Roman's pizza
- Never using Noble Roman's proprietary ingredients for other than a Noble Roman's pizza
- Never using non-approved ingredients on a Noble Roman's pizza
- Always using strict standards for food storage and handling
- Always using their best efforts to make and display Noble Roman's pizzas to maximize sales

The Retailer also acknowledges as a part of this Sign-Up Agreement that Noble Roman's, Inc. does not produce the products or the ingredients that are a part of the Noble Roman's Pizza Program; in an effort to keep retailer margins higher, Noble Roman's, Inc. relies on many individually efficient manufacturers to produce the products and ingredients to its recipes and specifications. With Noble Roman's assistance, the Retailer will obtain the products and ingredients from a Noble Roman's approved distributor.

The Noble Roman's Pizza Program may be ended at any time by the Retailer or Noble Roman's, Inc., and this Agreement is subject to the laws of the state of Indiana, with any legal proceedings to take place in the appropriate court in Marion County, Indiana. The Retailer locations licensed to use the Noble Roman's Pizza Program are listed on Exhibit A attached to this Agreement.

This Agreement is hereby agreed to by Noble Roman's, Inc. and the Retailer:

NOBLE ROMAN'S, INC.

RETAILER

By: _____

By: _____

Printed: _____

Title: _____

Date: _____

Printed: _____

Title: _____

Date: _____

**EXHIBIT A
NOBLE ROMAN'S PIZZA PROGRAM SIGN-UP AGREEMENT
RETAILER LOCATIONS**

Business Name Address City/State/Zip Phone

NOBLE ROMAN'S, INC.

By: _____

Printed: _____

Title: _____

RETAILER

By: _____

Printed: _____

Title: _____

Date: _____

Date: _____

Document comparison by Workshare Compare on Friday, April 28, 2023 1:38:55 PM

Input:	
Document 1 ID	iManage://ss-dms.vlawnet.com/dms/17116537/1
Description	#17116537v1<ss-dms.vlawnet.com> - NR - 2022 FDD - Exhibit H - Supply Agreement - Multi-Unit
Document 2 ID	iManage://ss-dms.vlawnet.com/dms/29780374/1
Description	#29780374v1<ss-dms.vlawnet.com> - NR - 2023 FDD - Exhibit H - Supply Agreement - Multi-Unit
Rendering set	MS Word Proof

Legend:	
<u>Insertion</u>	
Deletion	
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Style change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	0
Deletions	0
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Moved to	0
Style changes	0
Format changes	0
Total changes	0

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman's, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman's, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Wisconsin Division of Securities.

The following persons are authorized to sell franchises in the state of Wisconsin.

Paul Mobley, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377
Troy Branson, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377

The issuance date of this Disclosure Document is ~~March 30~~ April 27, 2022 ~~2023~~.

Noble Roman's, Inc. authorizes the Division of Securities, P.O. Box 1768, Madison, Wisconsin 53702, to receive service of process for Noble Roman's, Inc.

I have received a Franchise Disclosure Document dated _____, ~~2022~~ 2023. This Disclosure Document included the following exhibits: (A) Franchise Agreement; (B) Financial Statements; (C) Registered Agent for Service of Process; (D) State Administrators; (E) List of Current Franchisees; (F) List of Former Franchisees; (G) Supply Agreement-Single Unit; and (H) Supply Agreement-Multi-Unit.

Date: _____

Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be retained by you, the prospective franchisee.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Noble Roman's, Inc. offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

If Noble Roman's, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the Wisconsin Division of Securities.

The following persons are authorized to sell franchises in the state of Wisconsin.

Paul Mobley, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377
Troy Branson, 6612 E. 75th Street, Suite 450, Indianapolis, IN 46250, (317) 634-3377

The issuance date of this Disclosure Document is ~~March 30~~ April 27, ~~2022~~ 2023.

Noble Roman's, Inc. authorizes the Division of Securities, P.O. Box 1768, Madison, Wisconsin 53702, to receive service of process for Noble Roman's, Inc.

I have received a Franchise Disclosure Document dated _____, ~~2022~~ 2023. This Disclosure Document included the following exhibits: (A) Franchise Agreement; (B) Financial Statements; (C) Registered Agent for Service of Process; (D) State Administrators; (E) List of Current Franchisees; (F) List of Former Franchisees; (G) Supply Agreement-Single Unit; and (H) Supply Agreement-Multi-Unit.

Date: _____

Recipient: _____
Signature

Name Printed: _____

This copy of the receipt should be signed and return to Noble Roman's, Inc., 6612 E. 75th Street, Suite 450, Indianapolis, Indiana 46250, the prospective franchisor.