

FRANCHISE DISCLOSURE DOCUMENT



ORION FOOD SYSTEMS, LLC
a South Dakota limited liability company
2930 West Maple Street
Sioux Falls, South Dakota 57107
Tel: (605) 336-6961
Fax: (605) 336-0141
Email: inquiries@orionfoods.com
Internet: www.olmfoods.com

The franchise offered allows the franchisee to use ORION FOOD SYSTEMS, LLC's ("ORION's") products, recipes and trademarks to operate an Orion-brand franchise, and produce and sell pizza, submarine-style sandwiches, chicken, hamburgers, wraps and/or other ORION products, in retail food service facilities, featuring required menus, and proprietary foodstuffs distributed by ORION, and located ordinarily within an existing business such as a convenience store, grocery store or institution.

The total investment necessary to begin operation of an ORION franchise ranges from \$62,000 to \$172,000. This includes \$20,000 to \$88,000 that must be paid to the franchisor or affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Contract Administration Department, Orion Food Systems, LLC, 2930 West Maple Street, P.O. Box 85210, Sioux Falls, SD 57118-5210, 1-877-648-6227.

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 the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency (listed in Exhibit F) or visit your public library for other sources of information on franchising.

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

Date Issued: August 9, 2023

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you may use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Orion 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 an Orion franchisee?	Item 20 or Exhibit E lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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 Sioux Falls, South Dakota. 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 Sioux Falls, South Dakota than in your own state.
2. **Supplier Control**. You must purchase all or nearly all of the inventory and supplies necessary to operate your business from Franchisor, its affiliates, or from suppliers that Franchisor designates at prices that the Franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchised business.

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

The franchisor is ORION FOOD SYSTEMS, LLC ("ORION"), a South Dakota limited liability company located at 2930 West Maple Street, Sioux Falls, South Dakota 57107; (605) 336-6961; inquiries@orionfoods.com; olmfoods.com; www.hotstuffpizza.com; formerly known as Hot Stuff Foods, LLC ("HSF"), a South Dakota limited liability company also located at 2930 West Maple Street, Sioux Falls, South Dakota 57107. Orion Food Systems, LLC changed its name to Hot Stuff Foods, LLC on January 18, 2005. Hot Stuff Foods, LLC changed its name back to Orion Food Systems, LLC on January 3, 2011. ORION's Federal Tax ID Number has remained unchanged with these corporate name changes. ORION conducts business under its corporate name.

ORION's parent is Performance Manufacturing, LLC, a Delaware limited liability company with its principal business address of 12500 West Creek Parkway, Richmond, VA 23238 ("ORION PARENT").

ORION's predecessor is Orion Food Systems, Inc. ("OFSI"), 2930 West Maple Street, Sioux Falls, South Dakota 57107, which was incorporated in South Dakota on October 20, 1993. As part of a corporate reorganization and change in ultimate ownership in February 2002, OFSI merged into a newly formed limited liability company named Orion Food Systems South Dakota, LLC, and that company's name then was changed to Orion Food Systems, LLC. On February 1, 2006, ORION's management completed a management buyout with financial backing from Allied Capital Corporation, a business development company, which was an investor in ORION. On April 1, 2010, Allied Capital Corporation was acquired by Ares Capital Corporation, another business development company. On October 30, 2006, ORION acquired Lettieri's Inc., a company that produced branded and private label food products for convenience store customers. On January 1, 2007, Lettieri's Inc. was merged with ORION, and was an operating division of ORION. Effective as of January 1, 2012, ORION formed a new, wholly-owned subsidiary, Lettieri's, LLC, a Delaware limited liability company, and contributed all of its assets related to the Lettieri's operating division of ORION to Lettieri's, LLC. On February 25, 2014, ORION sold Lettieri's, LLC. In December, 2014, Ares Capital Corporation sold ORION to One Rock Capital Partners, LLC. On July 11, 2023, One Rock Capital Partners, LLC sold Orion Food Systems Holdings, LLC, ("ORION Holdco") a Delaware limited liability company with its principal business address of 2930 West Maple Street, Sioux Falls, South Dakota 57107 (and with it, ORION and Land Mark Products, Inc.) to Performance Manufacturing, LLC.

ORION and its predecessors offered non-franchise licenses for "Hot Stuff Pizza" and various other food service businesses from 1986, and have offered franchises for "Hot Stuff Pizza" and various other food service businesses since 1994. ORION's predecessor and former affiliates Hot Stuff Food Systems, 2930 West Maple Street, Sioux Falls, South Dakota 57107, and Moose Bros. Food Systems ("Moose Bros."), 2404 Marrietta Place, Sioux Falls, South Dakota 57107 (both unincorporated divisions of Orion Enterprises, Inc., OFSI's predecessor, 2930 West Maple Street, Sioux Falls, South Dakota 57107), have owned and operated food service businesses under the "Hot Stuff Pizza," "Moose Bros." and other names since 1994.

Before late 1995, licenses and franchises for the ORION Hot Stuff Pizza and Smash Hit Subs Brands were granted by OFSI under its then-current name of Hot Stuff Food Systems, Inc. and licenses for Moose Bros., Cinnamon Street Bakery, Eddie Peppers, and Chix Chicken Brands were granted by Moose Bros. Food Systems. ORION currently franchises ORION Brands in various formats under this Disclosure Document, most typically under the "Hot Stuff Pizza" Brand name and/or Brand names such as "Hot Stuff Kitchen," "Hot Stuff Subs," "Smash Hit Subs," "SmashHits Deli," "Cinnamon Street Bakery," "C-Street Café," "C-Street Bakery," "C-Street Grille," "Eddie Peppers," "Chix Chicken", "Gourmet Grub Hot Stuff Pizza," "Chopz by Hot Stuff," and "Game Time Sports Grill" (along with from time to time other Brands listed below). ORION formerly offered non-franchise licenses and franchises under the Smash Hit Subs, SmashHits Deli, Cinnamon Street Bakery, C-Street Café, C-Street Bakery, C-Street Grille, Eddie Peppers,

and Game Time Sports Grill Brands in a Disclosure Document geared towards accounts to be operated in hospitals, colleges, universities, and the like. ORION discontinued use of that Disclosure Document in 2011. Until 2006, ORION also offered non-franchise licenses and franchises under the Nap's Alabama BBQ, Mean Gene's Burgers, Mean Gene's Pizza, and Asian Creations Brand. ORION formerly offered non-franchise licenses for very small-scale fully assembled frozen food Products with very limited support from ORION under the Hot Stuff Foods Xpress name from February 2010 through October 2011. ORION previously offered franchises for the "Päävo's Pizza" Brand under a different Disclosure Document, but discontinued the use of that Disclosure Document in 2020.

In April 2019, ORION Holdco acquired Land Mark Products, Inc. ("Land Mark"). Land Mark has offered non-franchise licenses for certain food (including pizzas, sandwiches, appetizers, burritos, breakfast croissants and biscuit sandwiches) and associated products, primarily under the "Piccadilly Circus Pizza" brand, since 1977. As of March 25, 2023, Land Mark had approximately 268 non-franchise licensed locations. Land Mark also produces and distributes other food and associated products, primarily under the "Day'N Night Bites" brand. Land Mark's principal place of business is 2084 220th St., Milford, Iowa 51351.

ORION and its predecessors and affiliates do not offer, and have not offered, franchises in any other line of business. ORION may reacquire franchise units from time to time. In November, 2011, ORION reacquired a franchise unit located in Sioux Falls, South Dakota. ORION no longer operates such franchise unit. The South Dakota agent for service of process for ORION is CT Corporation System, 319 South Coteau Street, Pierre, South Dakota 57501-3108. A list of all agents for service of process is located within Exhibit H of this Disclosure Document.

ORION owns a proprietary system of know-how, processes, procedures, standards and specifications for a network of food service businesses selling food items which ORION or its affiliate distributes through food service units located in a host business (the "System"). The ORION program is licensed under a short-form franchise agreement (see Exhibit A; referred to as the "Franchise Agreement"). It and ORION's Operations Manual – Field Service Guide, and such other operations or product manuals/menus/charts we periodically implement (the "System Manual") describe the System. Even though we describe the ORION franchise here in simplified terms, the Franchise Agreement is the legal and binding contract that sets out the rights and obligations of ORION and you.

ORION owns various names, Trademarks, stylized logos, slogans, and symbols used in the System. This Disclosure Document is for operation of an Orion franchise under one or more of the trademarks listed in Item 13. The predominant brand identification of the franchised facility in most cases will be "Hot Stuff Pizza," and/or "Hot Stuff Kitchen," or a related trademark designated by ORION, with certain additional food lines and Brands as designated by ORION in an exhibit to the Franchise Agreement.

We refer to the franchisee as "you" in this Disclosure Document. If you are a corporation, partnership or other organization, "you" may include the organization's owners.

ORION and its affiliates manufacture and distribute a proprietary line of food, packaging and related items ("Ingredients") and other items ("Supplies") used to prepare a proprietary line of food products ("Products") for sale to the public. You will be licensed to develop and operate a food service business for ordering, storing, preparing, merchandising and selling Products authorized for the ORION program, from a unit ("Unit") at an authorized location generally located within a host business such as a convenience store, grocery store, shopping mall, college, university, hospital, business and industry site or the like (a "Host Facility"). We will grant you a franchise only for the particular Brand(s) designated in Attachment A to the Franchise Agreement, as well as such additional Products for such Brands that we designate periodically (as listed in the System Manual or in other written notices from us). The Franchise Agreement is identical for all Units, except for Attachment A, which lists the ORION Brand(s) you may install and

operate at a particular location. The Unit may consist of various points of production, storage, and Product distribution throughout your Host Facility. You must purchase from us your requirements for food and related Products and supplies for your Unit. You may use our Trademarks only to advertise or sell Products we authorize. You must sell all of the required Products included on the menu (see www.olmfoods.com for our current menu and menu standards) of the ORION program for all Brands listed on Attachment A of the Franchise Agreement. (See Items 6, 8 and 16.) The standard term of the Franchise Agreement is five years from the date the Unit opens for business (the "Commencement Date"). ORION offers in some circumstances a reduced term of one to four years to franchisees who do not wish to participate in ORION's "Free on Loan" program (see Item 10) and who purchase all or substantially all of the equipment needed to operate a Unit.

ORION may change the System, Brands, menu, operations standards, and Ingredient, Supply, Product, facility, equipment and fixture requirements during the term of the franchise. You may have to make additional investments in the franchised business periodically during the term of the franchise if ORION makes changes or if the Unit's equipment or facilities wear out or become obsolete, or for other reasons.

The market in which you will operate is highly competitive, and vulnerable to the general state of the global, national, regional or local economy and to continuing changes in customer perception and choices of eating opportunities. You will compete with other national and local businesses offering competitive goods and services, including members of established national or regional franchise systems and other chains, some of which may be larger, older and better financed than ORION. You may also compete with the other ORION or Land Mark programs described above in the food service industry. Your business also will be affected by its location, including location and visibility of the Unit within the premises in which it is situated, the locations of competing food service businesses, your financial and managerial capabilities, your promotion of the Unit, availability of labor, changes that may occur in market traffic patterns, demographic or cultural conditions, consumer values and behavior and other factors.

Before training begins, you must obtain, and at all times during the term of the franchise you must keep in force, all necessary licenses and permits required by public authorities. You must comply with all federal, state, and local restaurant, food safety and handling, sanitation, menu and food labeling, public accommodations, building codes, fire safety, labor and all other laws, rules, and regulations regulating the Franchise, the Unit, and the business operated from it. You should also familiarize yourself with federal, state and local laws of a more general nature, which may affect the operation of your franchise. ORION may, as it determines, establish and modify or discontinue a referral program where ORION employees, existing franchisees, former franchisees, or third parties may be compensated in goods, services, or currency for referring a qualified potential Host Facility for a Unit to ORION that results in the opening of a such a Unit. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of certain states (including, without limitation, Washington).

Item 2: Business Experience

President: Raden Smith

Mr. Smith has been President of ORION since July 2023. He previously served as Chief Financial Officer of ORION from November 2019 to July 2023. He was Regional Vice President, Area Director, and Vice President of Finance for US Foods of Minneapolis, MN for more than five years before that.

Vice President of Manufacturing: Jennifer McDonald

Ms. McDonald has been Vice President of Manufacturing with ORION since August 2023. She previously served in other manufacturing and quality assurance positions with ORION for more than 5 years prior to that.

Sr. Director of Engineering and Technical Services: Brady Welu

Mr. Welu has been Sr. Director of Engineering and Technical Services with ORION since July 2023. He had previously served in other engineering positions with ORION, including Director of Engineering and Vice President of Engineering, since December 2022. He held several positions at Tyson Foods in Dakota Dunes, South Dakota, from 2016 until 2022, the last position being Senior Managing Engineer.

Vice President of Sales and Marketing: Samantha Gibbons

Ms. Gibbons has been Vice President of Sales and Marketing with ORION since September 2021. She served as a Director of Sales, Team Lead, and National Account Manager for Ferrara of Chicago, IL for more than 5 years prior to that with responsibilities for Ferrara's WalMart and 7-Eleven National Accounts.

Item 3: Litigation

No litigation is required to be disclosed in this Item.

Item 4: Bankruptcy

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

Item 5: Initial Fees

Before you pay anything to ORION, you must submit a confidential Customer Application package in the form, and containing all information, ORION requires. If you satisfy ORION's qualification criteria, and ORION approves your application and issues a Franchise Agreement, you must open the Unit for business within 90 days after the date of the Franchise Agreement (subject to extension at ORION's sole discretion).

ORION does not charge a franchise fee for any Unit opened under this Disclosure Document.

You must acquire and install in the Unit equipment, signage, fixtures, furnishings and related items from ORION or other approved sources that meet ORION's specifications and is in accordance with ORION's standards, including components and software related to the IGNG System (if required by ORION) (see Items 8 and 11). You must pay all costs for the services of a general contractor you hire, or labor costs for actual installation of such items at the Unit. You must pay all freight costs for such items shipped to you by ORION. ORION also charges an Installation Assistance Fee for the pre-opening installation services that ORION provides to you in the United States. Such Installation Assistance Fee will be (at your choosing) either \$500 per day, plus travel expenses, or a fixed rate of \$2,000, plus any applicable taxes. ORION may, in limited circumstances, choose to waive or reduce the Installation Assistance Fee where you have your own competent installers. ORION may also, in limited circumstances, waive or reduce the Installation Assistance Fee for Units opened by Franchisees with construction experience or affiliations. ORION estimates that the total cost of such items (including the Installation Assistance Fee described above) will range from \$20,000 to \$72,000 for a typical Unit where you pay for

all costs. You must pay at least 90% of the cost of any equipment, signage, fixtures, furnishings and related items you purchase from ORION prior to the shipment of such items.

Before your Unit opens for business, you must also purchase an initial inventory of food, paper goods and other supplies (including all Ingredients) from ORION or its affiliates, at a pre-opening estimated cost to you of approximately \$5,000 to \$16,000. These costs can vary depending on the ORION Brands to be operated from your Unit. For example, if you are opening only the Hot Stuff Pizza or Hot Stuff Kitchen Brand in your Unit, your estimated cost of purchasing these items is \$5,000 to \$16,000 (with \$7,862 being the average for such Units opened during our fiscal year ending March 25, 2023). Except as described above, all fees are uniformly imposed and not refundable under any circumstances.

Item 6: Other Fees

OTHER FEES

(1) <u>Name of Fee</u>	(2) <u>Amount</u>	(3) <u>Due Date</u>	(4) <u>Remarks</u>
Sales Promotion Costs	\$250 per calendar quarter.	Payable quarterly or when charged	See Notes A and F
Late Charges	Lesser of 18% per year or highest contract rate of interest allowed by law	Payable when charged	See Notes B and F
Remodeling Costs	\$1,000 - \$22,000	Payable when incurred	See Notes C and F
Delivery Fee/ Surcharge/Fuel Surcharge	Amount of delivery cost for orders of less than \$1,000, plus fuel or other delivery related fees, charges or surcharges	Payable when incurred	See Notes D and F
Collections and Enforcement Fees	Pay ORION's costs, including reasonable attorneys' and litigation expense fees, ORION incurs collecting past due amounts from you or in enforcing the Franchise Agreement	Payable when incurred	See Notes E and F
Food and Supplies	Amount of ongoing food and supply purchases from ORION or its affiliates.	Payable when incurred	See Note G

<u>(1)</u> <u>Name of Fee</u>	<u>(2)</u> <u>Amount</u>	<u>(3)</u> <u>Due Date</u>	<u>(4)</u> <u>Remarks</u>
Early Termination Fee	\$1,000 per month for each month of the then-remaining term.	Payable within 30 days after the termination date.	See Note H

Notes to Table, above:

A. ORION will provide you with periodic marketing and promotional materials. You must use these materials to promote the franchised business. ORION will normally introduce these sales promotion materials to you periodically throughout the year, and we will bill you for them on a quarterly basis. The cost to you is \$250 per calendar quarter. These materials may be made available to you via access of a website-based marketing program and/or through us or our designee.

B. ORION may charge you simple interest on any amount due to ORION not paid when due, from the date due until paid at the lesser of 18% per year or the highest contract rate of interest allowed by law in the state where your Unit is operated. Interest and late payments are not refundable.

C. This fee will vary for each franchisee depending on the scope of the remodel needed of the Unit, the removal, outfitting or purchase of equipment and the addition or replacement of signage. If you renew the Franchise Agreement, you are required to complete reasonable upgrading and refurbishment of your Unit by the beginning of such renewal term. The fee includes an Installation Assistance Fee (at your choosing) of either \$500 per day, plus travel expenses, or a fixed rate of \$2,000, plus taxes, for the installation services that ORION provides to you in connection with the upgrading and refurbishment of your Unit located in continental United States.

D. You must place orders of ORION Ingredients and Supplies from ORION. Except for orders of less than \$1,000, orders are delivered free of charge by ORION's Distribution Department. Orders of less than \$1,000 may be delivered by other means and you shall be billed for these other means of delivery. ORION also reserves the right to implement fuel or other delivery-related fees, charges or surcharges for orders of less than \$1,000.

E. This fee may be assessed in the event that ORION must collect for sums past due or enforce the Franchise Agreement and consists of ORION's costs, including reasonable attorneys' and litigation expense fees, ORION incurs collecting past due amounts from you or in enforcing the Franchise Agreement.

F. All fees are imposed by and payable to ORION. All fees are non-refundable. In selected cases where we believe it would be advantageous to ORION, we may in the future offer or negotiate arrangements with certain selected franchisees that differ materially from those described in this Disclosure Document.

G. ORION or its affiliates sells various food, packaging, advertising and other materials, equipment and smallwares to its franchisees, at a profit to ORION. You will have ongoing expenses for all such purchases from ORION or its affiliates. ORION's markup for such products typically ranges from 20% to 55%.

H. If you terminate the Franchise Agreement without cause prior to the expiration date, you will pay ORION a termination fee equal to \$1,000 per month for each month of the then-remaining term of the Franchise Agreement.

Except as described in the above Table, no royalty or other continuing fee is required with an ORION franchise. In selected cases where we believe it would be advantageous to ORION, we have in the past and may in the future offer or negotiate arrangements with certain selected franchisees that differ materially from those described in this Disclosure Document, including agreements providing for reduced wholesale prices of certain required goods in exchange for the payment of a royalty on sales of products from the ORION facility.

Some potential franchisees may also be invited to participate in a "Discovery Day" at ORION's Headquarters in Sioux Falls, South Dakota or at ORION's Regional Facility in Kimball, Tennessee. Such franchisees who elect to accept this invitation would be required to pay their air fare, lodging, rental car, and meals while attending such an event. ORION reserves the right to reimburse such franchisees for some or all of their expenses incurred for "Discovery Day" after they open an ORION Unit.

Item 7: Estimated Initial Investment

YOUR ESTIMATED INITIAL INVESTMENT

(1) <u>Type of Expenditure</u>	(2) <u>Amount</u>	(3) <u>Method of Payment</u>	(4) <u>When Due</u>	(5) <u>To Whom Payment is to be Made</u>
Training Expenses ^A	\$5,500 to \$11,000 (see Note A)	As incurred	As incurred before and during training.	ORION, Vendors, Employees, Suppliers, Contractors
Leasehold Installation ^B	\$1,500 to \$7,000 each	(See Note B)	(See Note B)	(See Note B)
Equipment, Fixtures and Furnishings including ORION Installation Assistance ^C	\$20,000 to \$72,000	As incurred	(See Note C)	Vendor/ORION
Opening Inventory ^D	\$5,000 to \$16,000	Lump sum	Before opening	ORION (see Note D)
Security Deposits, Utility Deposits, Business Licenses and other Prepaid Expenses ^E	Varies by geographic area (See Note E)	Varies by geographic area (See Note E)	Varies by geographic area (See Note E)	Varies by geographic area (See Note E)
Insurance ^F	\$1,500 to \$5,000	Lump sum	Before opening	Insurance carriers
Additional Funds (for the first three months' of operations) ^G	\$26,000 to \$51,000	As incurred	As incurred	ORION, Vendor, Employees, Suppliers, Utilities

(1) <u>Type of Expenditure</u>	(2) <u>Amount</u>	(3) <u>Method of Payment</u>	(4) <u>When Due</u>	(5) <u>To Whom Payment is to be Made</u>
Contractor Expenses ^H	\$2,500 to \$10,000	As incurred	As incurred	Vendor, Suppliers
TOTAL ^I	\$62,000 to \$172,000			

Notes to Table, above:

A. The Training Expenses include costs for sampling, labor hours expended in excess of the typical ongoing labor schedule, and any ancillary supplies you may need over and above materials purchased from ORION in the Opening Inventory supplied by ORION.

B. Installation of your Unit in a retail facility you own or lease should require no additional investment in real property. Utility hookups are needed; electric service (150 to 300 amps) is required; an exhaust hood, vent and fire suppression system is sometimes required. The cost for each of these items typically ranges from \$1,500 to \$7,000 each. Costs could increase substantially if new or separate electric lines must be provided to support the Unit. Frozen, refrigerated and dry storage space is required, as is a food preparation counter.

C. Before training begins, you must acquire and install in the Unit equipment, signage, fixtures, furnishings and related items you purchase from ORION or other approved sources that meets ORION's specifications in accordance with ORION's standards. ORION estimates that the total cost of such items will range from \$20,000 to \$72,000 for a typical Unit where you pay for all costs, including ORION's Installation Assistance Fee and the components and software related to ORION's IGNG System. Costs are expected to be at the low end of this range if the host facility already has walk-in cooler and freezer storage capacity and necessary sinks and plumbing available for use by your business or stoves or other appliances that may be used to prepare or merchandise Products. Costs may tend toward the high end of the range if additional coolers, freezers, electric lines or other new utility service are needed. Your costs may be substantially higher should you operate more than one ORION Brand. To assure uniformity, and common standards of trademark usage throughout the System, you must purchase all signage and cabinetry which bears the Trademarks of the ORION Brand(s) you open or otherwise incorporates ORION's distinctive trade dress from sources which ORION expressly authorizes in advance. In addition to any other equipment you may be required to purchase, you must purchase the components and software related to the IGNG System that meets the standards and specifications we establish and is from sources we designate, which may include us or our affiliates. The Equipment Expense includes the Installation Assistance Fee described in Item 5. Also see Items 8, 10 and 11.

You must pay for all equipment, signage, fixtures, furnishings and related items you purchase from ORION in accordance with ORION's requirements. You must typically pay a deposit equal to 90% of the total charges before we ship such items to you and the remaining 10% within 10 days after the Unit opens for business. You must pay all freight costs for such items shipped to you. We will not transfer title to such items to you or your financier until we receive payment in full for all such items you purchase from us.

D. You must purchase an initial inventory of food, paper goods and other supplies from ORION or its affiliates, at an estimated cost to you of approximately \$5,000 to \$16,000. These costs can vary depending

on the ORION Brands to be operated from your Unit. For example, if you are opening only the Hot Stuff Pizza Brand or Hot Stuff Kitchen Brand in your Unit, your estimated cost of purchasing these items is \$5,000 to \$16,000. Substantial ongoing costs will be required for replenishment of food and packaging inventory.

E. Installation of your Unit at an existing retail facility you own or lease should require no additional security deposits, utility deposits or business licenses, but may require you to obtain a food permit if you do not already have one. The costs to obtain a food permit will likely vary dramatically depending on the state, county and city where you are located, and we have no way of providing a single estimate of such costs, if applicable.

F. You must add ORION and your Unit to your existing liability insurance policies. We will not grant you a franchise unless you already have coverage that we deem adequate. If you do not already carry acceptable coverage, ORION estimates that initial premiums for the required commercial general liability insurance, product liability and auto insurance will be approximately \$1,500 to \$5,000 per year. The cost of other coverages, including your discretionary purchases, varies widely. Liability insurance costs may be higher if you add inside seating.

G. This estimates your total expenses, including labor costs, food and supply costs (less initial inventory), promotional expenses, and quality control expenses, over the initial start-up period of the first three months of operations. These figures are estimates only. ORION has relied upon its more than 20 years of experience in the business to compile these estimates.

H. You must hire a qualified contractor (if needed) to install ORION equipment, signage, utilities, fixtures and furnishings. The contractor must follow lay-outs and designs ORION provides to install all equipment, signage, cabinetry and related items; ORION must approve all changes in advance and in writing. ORION does not assist you with these improvements. You must arrange and pay for these items with providers you choose, at your expense. A representative of ORION will provide consultation to the contractor before and during installation of the Unit, either on site or remotely by telephone or electronic means.

I. All payments made to us or our affiliates are non-refundable. Payments made to third parties may be refundable based on your individual contract or business dealings with those third parties.

Item 8: Restrictions on Sources of Products and Services

You must purchase from ORION or its affiliate your entire requirement of available Ingredients and Supplies for preparation of Products, and certain packaging and sales promotion materials, for your Unit. ORION or its affiliates will initially set and retains the right to periodically change prices for Ingredients and Supplies. Prices may vary by region and/or in some instances additional distribution charges or purchase surcharges may be added to your orders. See Item 6. To assure uniformity, and common standards of trademark usage, throughout the System, you must purchase all signage and cabinetry which bears ORION's Trademarks or otherwise incorporates ORION's trade dress from sources ORION expressly authorizes in advance, which may include ORION or its affiliates. ORION requires you to use the IGNG System at your Unit. You must purchase the hardware and software related to the IGNG System that that allows you to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information ORION requires, all in accordance with the IGNG System and that meets the standards and specifications ORION establishes and is from such sources as ORION designates, which may include ORION or its affiliates. The cost of the IGNG System is included in Item 7 above. You must also purchase such data communication services (including, but not limited to, an internet connection and/or cellular service)

needed to operate the IGNG System that allow you to transmit the information collected thereby to ORION, all in accordance with the standards and specifications we establish or from sources we designate. Non-approved suppliers may not be used for these purchases. ORION's executive management owns interests in Orion Food Systems, LLC

ORION, or its affiliates, expects to derive revenue and profits from sales of their goods, equipment and services to franchisees. In the fiscal year ended March 25, 2023, ORION's revenues from required purchases from all franchisees in all of its programs were \$87,812,878.81 or 61.7% of its total revenues of \$142,279,966.92 during that period. ORION's affiliates did not receive any revenue from direct franchisee purchases and leases during such fiscal year. ORION estimates that your expense for required purchases (including Ingredient costs, Supplies, and required advertising materials) will account for up to 85% of the total expenses to establish your Unit, and 43% to 59% of the total ongoing expenses to operate your Unit on an ongoing basis. Your ongoing expenses include expenses for labor, utilities, equipment depreciation, supplies, insurance, and services (among others) in addition to required purchases. There are currently no purchasing or distribution cooperatives.

You also must purchase or lease other goods, services, supplies, fixtures, equipment and certain inventory used in the Unit that meet standards and specifications ORION establishes, or purchase certain items only from sources ORION designates. Unless ORION requires you to purchase or obtain products or services from a designated source of supply, you may obtain authorized goods and services from any available source of supply. ORION has no supplier approval process. No officer or director of ORION owns an interest in any designated supplier.

If you participate in the ORION "Free on Loan" Program (further described in Item 10), your Unit must achieve and maintain average minimum purchase volumes of ORION Ingredients, Supplies or Products of \$1,200 per week (\$5,200 per month or \$62,400 annually) (evaluated annually at the end of each Operational Year) throughout the term of the franchise, as further described in Item 10.

You will maintain a commercial general liability insurance policy, including product liability, and motor vehicle, with coverages required by law and a minimum of \$1,000,000 aggregate single limit coverage, or such higher limit we may set, through reputable insurers, naming ORION as an additional insured (and naming ORION as a loss payee for any equipment ORION provides to you "Free on Loan," as described in Item 10).

Unit. You must provide a Unit that is designed, constructed, signed and equipped before training begins in accordance with ORION's standards and specifications or with products ORION authorizes. If you fail to fully install and equip the Unit at a site to which ORION consents, hire initial employees, obtain all necessary licenses and permits, or provide any items necessary for training to begin on the date scheduled, you must pay ORION's expenses, if any, caused by the delay and your franchise may be terminated.

Product Standards. You must offer all the Products, as ORION periodically requires, and prepare and assemble each item using only Ingredients, formulas, recipes and procedures ORION specifies. All available food products, Ingredients and Supplies must be purchased from ORION or its affiliate or designee. All other materials and customer convenience items must be specifically authorized by ORION or meet standards and specifications ORION establishes.

Standards and specifications for establishing and operating the Unit also are described in the System Manual and at www.olmfoods.com, and you are bound by the Franchise Agreement to operate the Unit in accordance with the System Manual, as revised periodically by ORION. ORION may establish different requirements for different Brands, and/or points of distribution within the Host Facility, and/or for

Units located in different types of Host Facility businesses, and may change the standards and specifications periodically during the term of the franchise.

You must take all measures necessary to avoid and prevent any situation or occurrence which might pose a risk or threat to public health or safety, or which might cause injury, illness or death to customers, employees, visitors or guests at the Unit or Host Facility, including representatives of ORION. You must notify ORION immediately of, and take all steps necessary to remedy and cure, any such situation or occurrence. We may order your Unit closed temporarily if we think that is necessary to resolve any issue that we regard as a risk to health or safety.

Although ORION establishes various standards and specifications for the goods and services that go into establishing and operating your Unit, and periodically may seek certain supply commitments for the benefit of the System from various suppliers, ORION currently does not approve or disapprove suppliers as such (as distinguished from the goods or services they supply) and therefore currently maintains no criteria for approving suppliers or communicating approval or revocation of approval of suppliers to franchisees. ORION may establish these criteria in the future. You may be directed to vendors able to supply portions of your requirements for certain items used in the ongoing operation of the Unit. ORION does not derive income solely from purchases made by franchisees from third party suppliers. Third party suppliers may make contributions to System sales promotion, advertising or other programs. ORION also reserves the right to receive fees or other consideration in exchange for rights licensed or services rendered or goods sold to third parties, including vendors. ORION does not guarantee the availability of independent sources of supply for any particular product or service required to establish or operate a Unit. ORION does not normally negotiate purchase arrangements with Suppliers for the direct benefit of Franchisees. ORION does not provide material benefits such as granting additional franchises based on a Franchisee's purchase of particular Products or Services from ORION. All Franchisees are expected to purchase all required Ingredients, Supplies, and Products that pertain to the ORION Brand(s) their Unit operates unless previously agreed to in writing with ORION.

Item 9: Franchisee's Obligations

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

<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
a. Site selection and acquisition/lease	Sections 1, 2, 11	Items 1, 11
b. Pre-opening purchases/leases	Sections 5, 7, 11	Items 1, 5, 7, 8, 10, 11
c. Site development and other pre-opening requirements	Sections 1, 5, 7, 11	Items 1, 5, 7, 10, 11
d. Initial and Ongoing Training	Section 11	Items 5, 7, 11
e. Opening	Sections 2, 7, 11	Items 5, 7, 11
f. Fees	Sections 7, 8, 9, 11, 14	Items 5, 6
g. Compliance with Standards and Policies/System Manual	Sections 2, 5, 6, 7, 10, 13	Items 1, 7, 8, 11
h. Trademarks and proprietary information	Sections 1, 2, 4, 10	Items 13, 14

	<u>Obligation</u>	<u>Section in Agreement</u>	<u>Disclosure Document Item</u>
i.	Restrictions on products/services offered	Sections 2, 4, 5, 8	Items 8, 16
j.	Warranty and customer services requirements	Sections 6, 8, 13	Items 8, 11
k.	Territorial development and sales quotas	Sections 1	Items 6, 12
l.	Ongoing product/service purchases	Sections 5, 8, 9, 14	Items 6, 8
m.	Maintenance, appearance and remodeling requirements	Sections 1, 2, 4, 5, 7, 13	Items 6, 8, 11, 13, 17
n.	Insurance	Section 15	Item 7
o.	Advertising	Section 14	Items 6, 11
p.	Indemnification	Section 15	Item 7
q.	Owner's participation/management/staffing	Section 6	Item 15
r.	Records and reports	Section 12	Item 11
s.	Inspections and audits	Sections 11, 12	Item 11
t.	Transfer	Section 16	Item 17
u.	Renewal	Section 3	Item 17
v.	Post-termination obligations	Sections 17, 18	Item 17
w.	Non-competition covenants	Not Applicable	Not Applicable
x.	Dispute resolution	Section 21	Item 17
y.	Other	Not Applicable	Not Applicable

Item 10: Financing

In select cases where ORION, in its sole discretion, deems it advantageous, ORION may offer financing to you under its "Free on Loan" program, pursuant to which ORION provides certain equipment, without charge, to certain Franchisees. The equipment provided by ORION under the "Free on Loan" program (the "Equipment Package") is generally pizza ovens, refrigerated tables, warmers, stainless steel tables, and the like. ORION does not typically provide signage or cabinetry under the "Free on Loan" program. The value of the Equipment Package provided by ORION under the "Free on Loan" program is generally \$8,000 to \$12,000.

If you are a "Free on Loan" Unit franchisee, you must sign an Equipment Agreement (see Exhibit B). ORION retains ownership of the Equipment Package, and will typically prepare UCC filings on the Equipment Package showing its interest in the Equipment Package. You may use that the Equipment Package without charge during the term of the Franchise Agreement, if you remain in compliance with the Franchise Agreement and the Equipment Agreement. ORION does not charge you a down payment, interest or finance charges for your use of the Equipment Package, and no person (other than you) is required to guarantee your obligations under the Equipment Agreement. You must pay the Installation Assistance Fee and all other installation fees to establish a new "Free on Loan" Unit and must pay for all freezers and

coolers, tile work, sinks and smallware utensils required by ORION. You are also solely responsible for all leasehold improvement work for the "Free on Loan" Unit, including all expenses incurred, plus the timely scheduling and completion of the work by qualified contractors. The Equipment Agreement provides that you disclaim certain warranties and agree that ORION will not be liable for certain claims and/or damages.

New ORION "Free on Loan" Units must achieve and maintain average minimum purchase volumes of ORION Ingredients, Supplies or Products of \$1,200 per week (\$5,200 per month or \$62,400 annually) (evaluated annually at the end of each Operational Year) throughout the term of the franchise. If such Units fail to achieve and maintain such average minimum purchase volumes, ORION may require you to relocate the "Free on Loan" Unit (at your expense) to another qualified Host Facility owned by you under a transferred or new Franchise Agreement; or to purchase the equipment on an "as-is, where-is" basis, at a purchase price determined by ORION (plus all sales and other applicable taxes) and continue to operate the "Free on Loan" Unit as an ORION franchise; or to return the Equipment Package to ORION's home office and warehouse facility in Sioux Falls, South Dakota at your expense, ensuring that all portions of the Equipment Package are clean and in good working order on delivery to ORION (normal wear and use excepted) and as such close the "Free on Loan" Unit subject to the various termination consequences and post-termination provisions set forth in the Franchise Agreement. Upon any other default under the Equipment Agreement, ORION may terminate the Equipment Agreement and/or Franchise Agreement and similarly require you to either so return the "Free on Loan" portion of the Equipment Package to ORION or so purchase the such portion of the Equipment Package from ORION, subject to the various termination consequences and post-termination provisions set forth in the Franchise Agreement. Should you fail to return any equipment to ORION when required, then ORION will have the right to enter the Host Facility, remove such equipment and return it to ORION's home office and warehouse facility, and you will be required to indemnify ORION for all costs incurred by ORION in connection therewith. You will also indemnify ORION for all costs incurred with respect to repairing and/or cleaning any equipment that is not returned to ORION in clean and good working order.

ORION, at its sole discretion, may offer similar limited equipment procurement assistance under the "Free on Loan" program if you qualify and are remodeling and refurbishing your existing Unit. The Equipment Package in these circumstances may vary by Brand and by condition of the Unit. All other expenses concerning the remodeling and refurbishment of the Unit, including all fees and leasehold improvement expenses, are solely your responsibility. You must sign an Equipment Agreement (see Exhibit B) which permits you to use the Equipment Package at the remodeled Unit without charge, if you remain in compliance with the Franchise Agreement and the Equipment Agreement and if you achieve and maintain the performance thresholds described above and as outlined in the Equipment Agreement. Existing Franchisees who are remodeling and refurbishing their existing Unit and receive limited equipment procurement assistance under the "Free on Loan" program may be required to achieve and maintain average minimum purchase volumes of ORION Ingredients, Supplies and Products based on their then-current weekly average, rather than the average minimum purchase volumes set forth above.

ORION has no past or present practice or intent of selling, assigning or discounting to a third party any note, contract or other instrument you sign. ORION may pledge its interest in these instruments to third parties to secure its various obligations to third parties.

All ORION-sponsored financing programs are offered at ORION's sole discretion, and ORION or the credit provider may change or discontinue any financing program at any time for any reason.

Item 11: Franchisor's Assistance, Advertising, Computer Systems, and Training

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

Before you open your Unit, ORION's principal assistance and the related obligations of both the franchisor and franchisee are as follows:

- (a) Your right to establish and operate an ORION Franchise is granted for a specific Host Facility which is described in the introductory paragraph of the Franchise Agreement before it is signed. Prior to entering into a Franchise Agreement, ORION will conduct a site survey of the proposed Host Facility where the Unit will be located and evaluate your application and the site survey to determine if the site is awarded an ORION Franchise (Franchise Agreement, Section 11), and (for an extra fee) installation supervisory consultation and training (as described below) (Franchise Agreement, Sections 7 and 11). You must pay us an Installation Assistance Fee for providing this assistance (Franchise Agreement, Section 11). All equipment, signage, fixtures, furnishings and related items must be acquired from ORION or other approved sources, and must meet ORION's specifications and be in accordance with ORION's standards (Franchise Agreement, Section 7). ORION will typically notify you whether the Host Facility is awarded an ORION Franchise within 40 days of completing the site survey. If the proposed Host Facility is not approved by ORION, then you will not be awarded an ORION Franchise for the proposed Host Facility. ORION does not assist you with locating a Host Facility for the operation of a Unit, nor does it assist you with the negotiating of a purchase or a lease for a Host Facility site. In reviewing the proposed Host Facility, ORION considers, among other items, the following factors: location, visibility, surrounding businesses, current business needs, population, zoning, and the condition of the property and facilities. ORION does not at this time own or lease any Host Facility and has no leases with a franchisee;
- (b) We will advise you with proper display and maintenance of the Trademarks, and procuring initial inventories and supplies (Franchise Agreement, Section 11). The initial inventories and supplies must be acquired from ORION or its affiliates in accordance with ORION's specifications (Franchise Agreement, Section 5);
- (c) We will train you in the major aspects of establishing and operating your Unit (Franchise Agreement, Section 11). ORION's Director of Sales Effectiveness and/or ORION's Field Training Manager will coordinate the training program at the site of your Unit. Training will be conducted or assisted by other members of ORION's Operating and Education staff. Instructional materials consist primarily of the ORION System Manual described below. Training will be conducted as close to the mutually agreed upon projected opening of your Unit as is practical (usually within three to five days before opening), and in accordance with ORION's training and scheduling requirements. For new Units, ORION generally provides a minimum of 30 trainer-hours per Unit, normally conducted over four trainer-days. Shorter training programs are provided in certain other circumstances. You and the Unit's manager(s), must successfully complete training in accordance with ORION's specifications and to the satisfaction of ORION's Operations and Education Department. You must bear your own travel, room and board expenses (if any) to attend training. ORION will not pay you during training (Franchise Agreement, Section 11). Trainings for franchisees

opening multiple sites may be conducted at one Unit. Training must be completed prior to the opening of the Unit (Franchise Agreement, Section 11). Typically, training will begin for a Unit on a Monday and the Unit will open four days later on a Thursday. We may, in our reasonable discretion, require retraining of you and any Unit manager(s) and employees while the Unit operates, and you will be billed for such retraining.

TRAINING PROGRAM

<u>Subject</u>	<u>Hours of Classroom Training</u>	<u>Hours of On The Job Training</u>	<u>Location</u>
Customer Service	.5	1	At your Unit site
Hazard Analysis Critical Control Points (HACCP)	.5	Approximately 1 to 2 hours (see below)	At your Unit site
Brand Recipes (Product Training)	1	Approximately 20 to 25 hours	At your Unit site
Inventory Control, Food Ordering, "Build Tos"	1	Approximately 1 to 2 hours (see below)	At your Unit site
Cleanliness (and proper chemical storage)	.5	Approximately 1 to 3 hours, as necessary	At your Unit site
Labor Controls	1	1	At your Unit site
Sampling	1	1	At your Unit site
Equipment Maintenance	.5	1 – 2	At your Unit site
Marketing	1	1 – 2	At your Unit site
Product Inventory Maintenance	.5	1 – 2 (see below)	At your Unit site
Tally Control	.5	1 – 2	At your Unit site
Opening and Closing Procedures	1	1 – 2	At your Unit site
Customer Complaints	.5	None	At your Unit site

The following is a list of members of the Education staff employed by ORION as of the date of this Disclosure Document and their work histories in relation to quick service restaurant training:

Jacqueline Stanley: Ms. Stanley has been Director of Sales Effectiveness since July 2022, and has held Operations and Training positions and been employed by ORION since October 2019. She has in the past managed and operated Portillo’s®, Wendy’s®, Burger King®, and other restaurants. She has trained or been present at training of several dozen ORION Franchises during her employment.

Gregg Thompson: Mr. Thompson has been Director of Education for ORION since February 2018, and held Training, Development, and Operations positions and employed by ORION since March 1993. He has

in the past managed and operated Chi-Chi's® and other national restaurants. Mr. Thompson has trained a minimum of several hundred ORION Franchises during his employment.

Michael Lackey: Mr. Lackey has been a Field Training Specialist for ORION from February 2021 through the present, and an employee of ORION since February 2021. He has in the past managed and operated Panera Bread® and other national restaurants. Mr. Lackey has trained 25 plus ORION Franchises during his employment.

D'Anthony Cooper: Mr. Cooper has been a Field Training Specialist for ORION from July 2023 through the present, and an employee of ORION since July 2023. He has in the past served as a Shift Leader and Food Service Employee for both Dairy Queen® and Watermere at Southlake, served as a Teachers Aide, and also as a delivery driver and/or dispatcher for Domino's® Pizza, Amazon, and DMGGO since 2013.

The number of hours of training can vary depending on such variables as: Staffing, Menu Size, & Number of Sessions. Training is hands-on and should be uninterrupted. We recommend that employees be fully engaged during training in order to take full advantage of the training provided by our Trainers. ORION also provides assistance in labor controls, marketing and product inventory maintenance before your Unit opens for business usually three to six weeks before opening. These pre-opening meetings are usually held at your business office. After your Unit opens, we provide additional assistance in Hazard Analysis Critical Control Point, Brand recipes, inventory control, cleanliness, labor controls and marketing. This assistance is provided in periodic visits to your Unit by operations staff.

- (d) We will provide you copies (where applicable) of instructional video materials and the System Manual, comprised of the Operations Manual – Field Service Guide and such other operations or product manuals/menus/charts we periodically implement, all of which ORION may change periodically – Franchise Agreement, Section 10. The System Manual is updated periodically and the topics and number of pages devoted to each subject matter may change. The System Manual also includes information on other ORION Brands that may be operated from your Unit.
- (e) The table of contents of the current Operations Manual – Field Service Guide is set forth below.

	Number of Pages Devoted to Subject Matter; Total Number of Pages
Table of Contents and Introduction	1-3, of 65
Food Safety and Sanitation	3-16, of 65
Customer Service	17-20, of 65
Administration	21-22, of 65

	Number of Pages Devoted to Subject Matter; Total Number of Pages
Equipment Procedures	23-26, of 65
Pizza Order Taking	27-30, of 65
Emergency Food Service Response	31-35, of 65
Breakfast	36-40, of 65
Sweets	40-45, of 65
Pizza	46-48, of 65
Appetizers and Sides	49-52, of 65
Lunch Burritos/Burgers/Sandwiches	53-56, of 65
Made to Order Instructions	57-61, of 65
Job Aides and Help	61-65, of 65

During the operation of your Unit, ORION will provide ongoing operations counseling in the principal aspects of operating the Unit, including Unit safe and effective Ingredient handling, storage, rotation and quality; Product preparation, packaging, merchandising, and quality; Unit sanitation and cleanliness practices and procedures; Unit financial and operational performance; advertising and promotional techniques; customer service; employee training; development and implementation of inventory and cost control techniques; compliance with the System and the System Manual; and other general guidance and advice regarding the Unit and Brand(s), through various means (Franchise Agreement, Section 10). These ongoing operational consultations are designed to help you grow your business, and to also help you identify and correct any problems you may experience in the operation of your franchise.

We commit to visit your Unit in person (or perform “virtual visits” with you by electronic means) at least 4 times per Operational Year, on mutually agreed dates, to provide on-site consultative assistance to your franchise operation, unless we are prevented from doing so due to reasons beyond our reasonable control, the visit is conducted away from your Unit, you are in breach of the Franchise Agreement or you are more than 30 days late on any payment or report due to us (Franchise Agreement, Section 11). An "Operational Year" is the period of time from the Commencement Date or the anniversary of that date to the next anniversary of the Commencement Date (Franchise Agreement, Sections 3 and 10). ORION does not charge you a fee for these visits. Each day that we visit your Unit shall count as one visit for purposes of this commitment. For example, if we visit your Unit for three consecutive days, such visit shall count as three visits for purposes of this commitment.

The Franchise Agreement does not obligate you to contribute to an advertising fund. ORION will provide you with periodic marketing and promotional materials (Franchise Agreement, Section 14). You must use these materials to promote the franchised business (Franchise Agreement, Section 14). ORION will normally introduce these sales promotion materials to you periodically throughout the year, and we will bill you for them on a quarterly basis (Franchise Agreement, Section 14). The cost to you is \$250 per calendar quarter (Franchise Agreement, Section 14). ORION uses proceeds from sales promotion materials to defray the cost of producing these items.

Most System advertising is developed by ORION and/or by an advertising agency hired by ORION. Advertising may be in print, on radio and/or television and/or Internet or other computer-related media, and generally is local or regional in scope. You may develop advertising materials for your own use, at your own expense, but ORION must approve the materials, and media (including print, audio, video and computer-transmitted) use, in writing before you use them (Franchise Agreement, Section 14). ORION will notify you within 30 days whether it approves materials you submit.

ORION is not required to spend any amounts on advertising in the area or territory in which any particular Franchise is located. No advertising council composed of Franchisees currently exists. No local or regional advertising cooperatives made up of Franchisees currently exists.

We have established a proprietary system and method for tracking customer traffic at Host Facilities and reporting items made, discarded and sold at Units the ("Intelligent Grab n Go System" or "IGNG System"). You must use the IGNG System at your Unit (Franchise Agreement, Section 7). We will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG Agreement") (see Exhibit C), and you must enter into the IGNG Agreement and utilize the IGNG System in connection with your operation of the Unit (Franchise Agreement, Section 7). You must purchase and install, at your expense, the components and related software that allows you to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information we require, all in accordance with the IGNG System and such other standards and specifications we establish (as we and may from time to time modify) (Franchise Agreement, Section 7). You must also purchase such data communication services (including, but not limited to, an internet connection and/or cellular service) needed to operate the IGNG System that allow you to transmit the information collected thereby to ORION, all in accordance with the standards and specifications we establish or from sources we designate (Franchise Agreement, Section 7). ORION estimates that the total cost of such purchases will range from \$20,000 to \$25,000. Neither ORION nor any affiliate or third party has any obligation to provide ongoing maintenance, repairs, upgrades or updates for the IGNG System or its components or related software. ORION may require you to upgrade or update your IGNG System during the term of the Franchise Agreement, and there are no limitations in the Franchise Agreement or other agreements on the frequency or cost of your obligation to upgrade or update. You will allow us to have access to the IGNG System and the information obtained thereby, at such times as we require, for purposes of obtaining information relating to the Unit operations which is available through the proper operation of the IGNG System, and there is no contractual limitations on ORION's right to access the information obtained by the IGNG System (Franchise Agreement, Section 7).

Typically, the length of time between the signing of the Franchise Agreement and the opening of your Unit is approximately 81 days (with 76.4 days being the average for Units opened during our fiscal year ending March 25, 2023). Factors that may influence this time frame include needed construction, acquisition of needed permits, hiring of staff members, weather delays, and the like. You must choose with our consent the location of the Unit within the Host Facility (Franchise Agreement, Section 1). The Unit must be installed and equipped in conformity with the final layout and design prepared by ORION and franchisee (Franchise Agreement, Section 7).

Item 12: Territory

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

Your Franchisee will be for a specific Host Facility and not for any territory. You will not receive any specific territory or protected radius around your Host Facility or the ORION Unit it hosts. There are

no restrictions on you soliciting or accepting orders from customers outside your general market area, and you may use the internet, catalogues, telemarketing, or direct marketing to advertise your franchise and make sales from your business. You do not have an option, right of first refusal, or other right to acquire additional franchisees without ORION's prior, express, award of such a franchise.

ORION may consent to the relocation of a Unit to a new Host Facility. The relocation site must meet ORION's then-current system standards required for approval to open a new Unit. The relocated Unit must be opened within 90 days of the closing of the original Unit. The relocated Unit must also conform with ORION's then-current system standards and participate in ORION's then-current Marketing programs applicable for the opening of a new Unit at the then-current cost to the franchisee. ORION may require you to enter into ORION's then-current franchise agreement, for the relocated Unit, under the then-current franchise Disclosure Document, both of which may differ from this Disclosure Document and the sample agreement contained within it. ORION looks at the following factors when granting a new site or a relocation: Host Facilities must generate daily sales of non-fuel items of greater than \$2,000, serve an average of 750 customers inside the store per day, have 10 or more available parking spaces, and have sufficient available freezer capacity (or acquire the same) to support the Brand. Fuel sales of at least 100,000 gallons of gasoline per year are preferred, but not required.

ORION and its affiliates may use or license others to use the System, Trademarks and Brands, including those listed in Attachment A of your Franchise Agreement, at any other location (including in your market area). ORION in the past has offered franchises and/or non-franchise licenses under variations of the Brands listed in this Disclosure Document, as well as other Brands including "Moose Bros.," "Pizza Patrol," "Stone Willy Pizza House," "Mean Gene's Pizza," "MacGregor's Market" and "Päävo's Pizza". Some of these franchises are still in operation, but none is owned by ORION. ORION offered non-franchise licenses for very small-scale fully assembled frozen food Products with very limited support from ORION under the "Hot Stuff Foods Xpress" Brand from February 2010 through October 2011. ORION and its affiliates also currently sells and intends to continue selling certain Brands of its pizza, sandwich, bakery, and associated Products through brokers and distributors, and through joint marketing arrangements with other food product providers. These outlets currently sell and will continue to sell food items (including pizza, sandwich and bakery items) and associated products, and may compete with your Unit in the food service industry (including your market area). One or more of these competing outlets may already be located in proximity to your proposed Unit. The principal business address for these other concepts is the same as ORION's principal business address stated in Item 1. ORION does not currently maintain or plan to maintain physically separate offices or training facilities for these other concepts.

Land Mark (an affiliate of ORION) also licenses others to sell its food (including pizzas, sandwiches, appetizers, burritos, breakfast croissants and biscuit sandwiches) and associated products from outlets under other brands, including the "Piccadilly Circus Pizza" brand. Land Mark and its affiliates also currently sells and intends to continue selling its food and associated products under other brands, including "Day'N Night Bites", through brokers and distributors. These food items and associated products may compete with your Unit in the food service industry (including your market area), and may already be sold from outlets or locations located in proximity to your proposed Unit. The principal business address for Land Mark's operations is 2084 220th St., Milford, Iowa 51351.

ORION and its affiliates (including Land Mark) also reserve the right to offer, market, distribute and sell (or license others to offer, market, distribute and sell our) pizza, sandwich, bakery or other products, under any trademark, through other systems or through other channels of distribution, including brokers, distributors and joint marketing arrangements with other food product providers, through the internet, and by direct sale, mail order and telemarketing, at, from or to any location (including in your market area).

The above-described business activities may result in the sale of ORION products and/or similar or competing products to competitors in your market area. ORION is not required to compensate you for any of the above-described business activities. ORION has no system or method for resolving conflicts between ORION, ORION's franchisees and any of these other third party relationships, and does not maintain any separate offices or facilities for any of the ORION Brands.

ORION also may express interest in the acquisition of other non-ORION related businesses or systems to improve the equity of ORION as a business entity, increase economies of scale, and ultimately build the equity in the ORION Brands and Trademarks. These entities may operate a franchise or business that will sell similar goods or services under a trademark different than those currently registered by ORION.

Item 13: Trademarks

The following Trademarks are registered on the Principal Register in the United States Patent and Trademark Office ("Patent and Trademark Office"). All Trademarks listed are current and all affidavits for the same have been filed with the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Hot Stuff	1,273,749	4/10/84
Hot Stuff	1,597,883	5/22/90
Hot Stuff	1,599,748	6/5/90
Hot Stuff Food on the Go	3,008,533	10/25/05
Hot Stuff Food on the Go	3,147,450	9/26/06
Hot Stuff Food on the Go	4,785,542	8/4/15
Hot Stuff Foods	3,067,835	3/14/06
Hot Stuff Foods (and Design)	3,067,843	3/14/06
Hot Stuff Foods	3,178,165	11/28/06
Hot Stuff Foods (and Design)	3,178,172	11/28/06
Hot Stuff Foods (and Design)	3,790,917	5/18/10
Hot Stuff Grill	3,146,096	9/19/06
Hot Stuff Grill	3,148,603	9/26/06
Hot Stuff Kitchen	6,987,553	2/21/23
Hot Stuff Kitchen (and Design)	6,993,076	2/28/23
Hot Stuff Pizza	1,934,188	11/7/95
Hot Stuff Pizza (and Design)	1,983,972	7/2/96
Hot Stuff Pizza (and Design)	4,586,068	8/12/14
Hot Stuff Pizza (and Design)	4,346,965	6/4/13
Hot Stuff Pizzeria (and Design)	1,610,846	8/21/90
Hot Stuff Pizza	4,992,261	7/5/16
Hot Stuff Subs	4,105,883	2/28/12
Orion	1,580,464	1/30/90

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Orion Food Systems	1,993,860	8/13/96
Paavo's	4,660,792	12/23/14
SmashHits Deli (and Design)	3,361,032	12/25/07
SmashHits Deli	3,361,036	12/25/07
Smash Hit	1,853,236	7/6/94
Smash Hit Subs	1,916,687	9/5/95
Smash Hit Subs	2,327,875	3/14/00
Smash Hit Subs (and Design)	2,533,845	1/29/02
Smash Hit Subs (and Design)	1,918,606	9/12/95
Big Stuff	3,699,509	10/20/09
Eddie Peppers	1,910,670	8/8/95
Game Time Sports Grill	3,416,227	4/22/08
Chix Chicken	2,416,530	12/26/00
Impulse Smoothies	5,692,835	3/5/19
Smash Hit Subs	4,992,262	7/5/16
Eddie Peppers	4,992,258	7/5/16
Game Time Sports Grill	5,098,576	12/13/16
IGNG	5,162,297	3/14/17
IGNG Intelligent Grab N Go and Design	5,172,555	3/28/17
Gourmet Grub Hot Stuff Pizza	5,287,949	9/12/17
Chopz By Hot Stuff	5,392,855	1/30/18

There is no currently effective material determination of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, no pending infringement, opposition or cancellation proceedings, and no pending material litigation involving ORION's principal Trademarks. No agreements limit ORION's right to use or license others to use ORION's Trademarks in any manner relevant to this offering.

You must use ORION's Trademarks only in the manner set forth in the Franchise Agreement and System Manual, and as specified periodically by ORION. ORION may change or discontinue any program or promotion for any of the Trademarks, and periodically may add, alter or delete Trademarks from the list of Trademarks licensed to you. You may not use any of the Trademarks as part of a corporate, partnership or trade name.

You are not obligated to notify us if you learn of another's use of, or claims of rights to, a trademark identical to or confusingly similar to a Trademark licensed to you. ORION reserves sole discretion to determine what steps, if any, are to be taken in any instance of unauthorized use or infringement of any of its Trademarks and has complete control of any administrative proceeding, litigation or settlement with any claim of an infringement, unfair competition or unauthorized use of the Trademarks. ORION is not obligated to protect your use of the Trademarks or to protect or indemnify you against claims of infringement or unfair competition. ORION does not guarantee that there are no prior users of a licensed mark whose rights to its or their trademarks in their immediate trade area are superior to the rights of

ORION to use and license others to use the Trademarks listed above. As of the date of this Disclosure Document, ORION is not aware of any prior rights or infringing uses that could materially affect your use of any of its Trademarks in the state where your Unit will be located.

ORION may require you to update, modify, change, or replace signage or other items, at your expense, incorporating the Trademarks granted to you to use in the Franchise Agreement should such Trademarks be modified, changed, or deleted during the initial or any renewal term of the Franchise Agreement.

Item 14: Patents, Copyrights and Proprietary Information

ORION does not own rights in, or licenses to, any patent that is material to the franchise system, and ORION does not grant you the right to use any item covered by a patent. ORION does permit you to use proprietary information in applicable components of the System Manual, the copyright to which is owned by ORION. Although ORION has not applied for federal copyright registration of the System Manual or its individual components, the information in the System Manual is material and proprietary, and ORION owns and claims the copyright in the entire System Manual, in various advertising and sales promotion materials, and in customer convenience and other materials used to operate and promote your Unit, in both paper and electronic form. Your license to use information in ORION's electronic reporting system terminates upon expiration or termination of the franchise. ORION is not obligated to defend you against claims from your use of patented or copyrighted items. You may have to modify or discontinue use of the items if challenged. There are no current material determinations or pending proceedings of the United States Patent and Trademark Office, United States Copyright Office, or court in the United States regarding any patent or copyright matter. ORION is currently not a party to any agreement that limits the use of any patent, patent application, or copyright. ORION has no obligation to defend a Franchisee against claims arising from the Franchisee's use of patented or copyrighted items. ORION is not aware of any patent or copyright infringements that could materially affect it or any Franchisee.

Item 15: Obligation to Participate in the Actual Operation of the Franchise Business

You, or your designated Unit manager, must devote your, or his or her, full time and attention and best efforts to successfully manage and operate your Unit. If a manager operates your Unit, the manager must successfully complete ORION's training program before assuming responsibility for your Unit and meet the standards set by ORION. You will train the managers and employees of the Unit, as needed, to ensure that all sales of Products, beverages, food and other items from the Unit and other designated business information we require is accurately recorded and reported. Your manager is not required to maintain an equity interest in your Unit. Your Unit must be open for business for at least 12 business hours each day that the Host Facility is open for business, except for reasons beyond your reasonable control, or with ORION's prior written consent.

Item 16: Restrictions on What the Franchisee May Sell

You must confine your business at the Unit to the operation of an authorized type of food service facility. You may not conduct any other business or activity at the Unit itself. You may not deliver Products, or sell Products or Ingredients in other than ready-to-eat form, unless specifically authorized by ORION to sell Products that may be frozen, thawed, or in an uncooked state for a "Take and Bake" or similar program. You may identify your business at the Unit only by the trademark designated by ORION for the applicable Brands. You must offer the full menu required by ORION for the Brands operated at the Unit listed on Attachment A of the Franchise Agreement. ORION may change the menu for any Brand at its sole discretion. You may not offer or sell any product or service from the Unit except those ORION authorizes. ORION may periodically change the menu items, products or services that are required and/or

authorized to be offered or sold from the Unit at its sole discretion, and there are no limits on our right to do so. Your Unit must be open for business each day of the year (subject to local law, strikes or casualty) and for the number of hours we require or that the Host Facility is open for business, except for reasons beyond your reasonable control, or with ORION's prior written consent. See Items 12 and 15.

Item 17: Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
a. Term of the franchise	Section 3	Five years
b. Renewal or extension of the term	Section 3	The Franchise will automatically extend for up to one additional term of five years on the five-year anniversary of the Commencement Date if you are not in breach of the Franchise Agreement (or any related agreement) and neither ORION nor you has given written notice of termination at least 90 days prior to the renewal date. The Franchise may also be extended under a new and possibly different form of agreement (which may be substantially different from the original agreement), but only by mutual consent. ORION may refuse to renew or extend.
c. Requirements for you to renew or extend	Sections 3, 7	Renewal or extension requires agreement of both parties. You must be in compliance. To gain renewal, you may be asked to sign a Franchise Agreement with materially different terms or condition from your original Franchise Agreement.

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
d. Termination by you	Sections 3, 17	You may terminate at the end of the initial term or any renewal term. You may terminate for good cause by written notice to ORION if ORION fails to cure a default within 30 days of receipt of notice or seven days in cases of failure to pay sums of money. You may terminate for convenience at any time by giving ORION 60 days written notice.
e. Termination by ORION without cause	Not Applicable	Not Applicable.

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
f. Termination by ORION with cause	Section 17	ORION may terminate for good cause if you fail to cure a default within 30 days of receipt of written notice or seven days in cases of failure to pay sums of money that are due. ORION may terminate immediately upon the following events: failure of three or more Unit inspections in 12-month period; abandonment of Franchise Agreement; failure to open Unit within 90 days of date of Franchise Agreement; removing the Unit or any Brands operating from it or any of its Equipment from the Host Facility; failure to operate Unit for three or more consecutive days; failure to order or receive deliveries of supplies or food ingredients from ORION for 45 or more days; performing an unauthorized transfer; misrepresentations or omission of material information on your franchise application; should the Unit and/or its Host Facility be destroyed or rendered unusable by wind, fire, flood, or other natural or man-made calamity; you become insolvent or bankrupt; you, any manager of the Unit or any of your employees fail to successfully complete any required training; you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit or of any felony; or you perform any act, or fail to take an action, that impairs or threatens to impair the goodwill of ORION, its system, brand or trademarks.

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
g. "Cause" defined – defaults which can be cured	Section 17	Breaches of Franchise Agreement which are not specifically identified by the Franchise Agreement or statute as a default which cannot be cured.
h. "Cause" defined – defaults which cannot be cured	Section 17	Failure of three or more Unit inspections in 12-month period; abandonment of Franchise Agreement; failure to open Unit within 90 days of date of Franchise Agreement; removing the Unit or any Brands operating from it or any of its Equipment from the Host Facility; failure to operate Unit for three or more consecutive days; failure to order or receive deliveries of supplies or food ingredients from ORION for 45 or more days; performing an unauthorized transfer; misrepresentations or omission of material information on your franchise application; should the Unit and/or its Host Facility be destroyed or rendered unusable by wind, fire, flood, or other natural or man-made calamity; you become insolvent or bankrupt; you, any manager of the Unit or any of your employees fail to successfully complete any required training; you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit or of any felony; or you perform any act, or fail to take an action, that impairs or threatens to impair the goodwill of ORION, its system, brand or trademarks.

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
i. Your obligations on termination/non-renewal	Sections 10, 18	Rights licensed revert to ORION. Your obligations include: close Unit and stop using the System, the ORION Trademarks and related materials (and confusingly similar trademarks); eliminate ORION's trade dress from the Host Facility; pay all sums outstanding; return materials supplied by ORION (including all System Manuals and other confidential information); return any "Free on Loan" equipment; stop using the IGNG System; pay ORION \$1,000 per month for each month then remaining on the initial or any renewal term.
j. Assignment of contract by ORION	Section 16	ORION may transfer its interest in Franchise Agreement in its discretion
k. "Transfer" by you – definition	Section 16	Any relocation of Unit or delegation, sublicense, transfer or assignment of any interest in Franchise Agreement, Unit or Unit operations or Host Facility
l. ORION's approval of transfer by you	Section 16	You may not relocate, delegate, sublicense, transfer or assign any interest in the Franchise Agreement, Unit, Unit operations or Host Facility without ORION's consent, which is discretionary
m. Conditions for ORION's approval of transfer	Section 16	ORION must approve the transferee
n. ORION's right of first refusal to acquire your business	Not Applicable	Not Applicable
o. ORION's option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Section 16	Treated as a "transfer"
q. Non-competition covenants during the term of the franchise	Not Applicable	Not Applicable

<u>Provision</u>	<u>Section in Franchise or Other Agreement</u>	<u>Summary</u>
r. Non-competition covenants after the franchise is terminated or expires	Not Applicable	Not Applicable
s. Modification of the agreement	Section 19	Agreement cannot be modified by conduct of parties; can be modified only by writing signed by both parties
t. Integration/merger clause	Section 19	Franchise Agreement provides that it supersedes and cancels all other understandings or agreements. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in the Franchise Disclosure Document, its exhibits and amendments. Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Not Applicable	All disputes will be resolved in a civil proceeding, subject to applicable state law.
v. Choice of forum	Section 21	Subject to applicable state law, suit shall be brought in Federal Court in Sioux Falls, South Dakota unless state law requires otherwise
w. Choice of law	Section 20	Subject to applicable state law, South Dakota law applies (except South Dakota Franchise Act and South Dakota laws governing covenants not to compete and liquidated damages apply only to South Dakota franchisees to whom such laws apply)

Item 18: Public Figures

ORION does not use any public figures to endorse or advertise the ORION Brands.

Item 19: Financial Performance Representations

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting ORION's Vice President of Operations, Orion Food Systems, LLC, 2930 West Maple Street, P.O. Box 85210, Sioux Falls, SD 57118-5210, 1-877-648-6227, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20: Outlets and Franchisee Information

ORION and its affiliates have offered licenses for one or more similar businesses pursuant to legal arrangements different from the franchises described in this Disclosure Document since 1987. As of March 25, 2023, under all of these programs approximately 953 units were open for business (823 franchised Units listed in this disclosure document, 45 licensed non-franchised Units, and 85 licensed non-franchise Units operated by branches of the US Armed Forces). The tables below relate to all of ORION's franchise programs listed in this Disclosure Document. The tables below do not include any information related to any of the licensed non-franchised Units, US Armed Forces licensed non-franchise Units, "Päävo's Pizza" units previously sold under a different Disclosure Document or any licenses or products offered or sold by Land Mark (including under the "Piccadilly Circus Pizza" and "Day'N Night Bites" brands).

**Table 1. ORION's Systemwide Outlet Summary
For Years FY 2021 to FY 2023**

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised	FY 2021	952	937	-15
	FY 2022	937	903	-34
	FY 2023	903	823	-80
Company Owned	FY 2021	0	0	0
	FY 2022	0	0	0
	FY 2023	0	0	0
Total Outlets	FY 2021	952	937	-15
	FY 2022	937	903	-34
	FY 2023	903	823	-80

**Table 2. Transfer of Outlets from Franchisees to New Owners
(other than the Franchisor)
For Years FY 2021 to FY 2023**

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Alabama	F2021	2
	F2022	0
	F2023	2
Arizona	F2021	0
	F2022	5
	F2023	1
Arkansas	F2021	0
	F2022	0
	F2023	0
Colorado	F2021	4
	F2022	0
	F2023	0
Florida	F2021	0
	F2022	0
	F2023	0
Georgia	F2021	0
	F2022	0
	F2023	0
Idaho	F2021	0
	F2022	0
	F2023	2
Illinois	F2021	1
	F2022	2
	F2023	0
Indiana	F2021	1
	F2022	0
	F2023	1
Iowa	F2021	1
	F2022	1
	F2023	0
Kansas	F2021	1
	F2022	0
	F2023	3
Kentucky	F2021	0
	F2022	1
	F2023	0

Column 1 State	Column 2 Year	Column 3 Number of Transfers
Louisiana	F2021	1
	F2022	0
	F2023	0
Michigan	F2021	0
	F2022	1
	F2023	0
Minnesota	F2021	2
	F2022	4
	F2023	4
Mississippi	F2021	0
	F2022	0
	F2023	2
Missouri	F2021	0
	F2022	1
	F2023	3
Montana	F2021	0
	F2022	0
	F2023	0
Nebraska	F2021	2
	F2022	1
	F2023	1
New Mexico	F2021	0
	F2022	0
	F2023	1
North Carolina	F2021	0
	F2022	7
	F2023	0
North Dakota	F2021	3
	F2022	0
	F2023	0
Ohio	F2021	1
	F2022	1
	F2023	0
Oklahoma	F2021	1
	F2022	2
	F2023	1
Oregon	F2021	0
	F2022	1
	F2023	0
South Carolina	F2021	0
	F2022	1

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	F2023	0
South Dakota	F2021	0
	F2022	5
	F2023	3
Texas	F2021	1
	F2022	1
	F2023	10
Virginia	F2021	2
	F2022	0
	F2023	0
Washington	F2021	0
	F2022	4
	F2023	2
West Virginia	F2021	0
	F2022	2
	F2023	0
Wisconsin	F2021	1
	F2022	3
	F2023	1
Total	F2021	24
	F2022	43
	F2023	37

**Table 3. Status of Franchise Outlets
For Years FY 2021 to FY 2023**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Alabama	F2021	42	6	0	1	0	3	44
	F2022	44	4	0	1	0	4	43
	F2023	43	1	0	2	0	5	37
Alaska	F2021	7	0	0	1	0	0	6
	F2022	6	0	0	0	0	0	6
	F2023	6	0	0	0	0	0	6
Arizona	F2021	14	1	0	0	0	0	15
	F2022	15	2	0	0	0	4	13
	F2023	13	1	6	0	0	0	8
Arkansas	F2021	7	0	0	2	0	0	5
	F2022	5	4	0	1	0	1	7

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati- ons	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
	F2023	7	0	0	2	0	0	5
California	F2021	11	1	0	2	0	1	9
	F2022	9	2	0	0	0	2	9
	F2023	9	0	6	0	0	2	1
Colorado	F2021	10	0	0	0	0	0	10
	F2022	10	0	0	1	0	0	9
	F2023	9	0	0	0	0	0	9
Florida	F2021	7	0	0	1	0	0	6
	F2022	6	1	0	0	0	2	5
	F2023	5	1	0	1	0	0	5
Georgia	F2021	25	2	0	0	0	5	22
	F2022	22	1	0	1	0	7	15
	F2023	15	0	0	3	0	0	12
Idaho	F2021	18	3	0	0	0	0	21
	F2022	21	2	0	0	0	0	23
	F2023	23	1	1	0	0	2	21
Illinois	F2021	14	1	0	1	0	0	14
	F2022	14	1	0	1	0	1	13
	F2023	13	0	0	0	0	0	13
Indiana	F2021	18	6	0	0	0	2	22
	F2022	22	1	0	0	0	3	20
	F2023	20	5	0	0	0	1	24
Iowa	F2021	23	1	0	2	0	1	21
	F2022	21	0	0	0	0	3	18
	F2023	18	0	0	3	0	1	14
Kansas	F2021	25	1	0	0	0	4	22
	F2022	22	1	0	0	0	0	23
	F2023	23	0	1	1	0	2	19
Kentucky	F2021	13	2	0	1	0	0	14
	F2022	13	0	0	0	0	2	11
	F2023	14	1	0	0	0	2	13
Louisiana	F2021	8	2	0	0	0	2	8
	F2022	8	0	0	0	0	0	8
	F2023	8	0	0	1	0	1	6
Maryland	F2021	1	0	0	0	0	0	1
	F2022	1	0	0	0	0	0	1
	F2023	1	0	0	0	0	0	1
Michigan	F2021	9	0	0	0	0	0	9
	F2022	9	0	0	1	0	1	7
	F2023	7	2	0	0	0	0	9

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Terminati- ons	Column 6 Non- Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations Other Reasons	Column 9 Outlets at End of the Year
Minnesota	F2021	95	4	0	3	0	1	95
	F2022	95	3	0	2	0	2	94
	F2023	94	5	0	0	0	1	98
Mississippi	F2021	28	3	0	0	0	3	28
	F2022	28	4	0	3	0	3	26
	F2023	26	8	0	1	0	6	27
Missouri	F2021	26	1	0	4	0	0	23
	F2022	23	0	0	1	0	2	20
	F2023	20	0	0	1	0	0	19
Montana	F2021	31	2	0	1	0	2	30
	F2022	30	0	0	0	0	2	28
	F2023	28	0	0	1	0	1	26
Nebraska	F2021	37	3	0	1	0	1	38
	F2022	38	2	0	1	0	1	38
	F2023	38	0	0	4	0	4	30
Nevada	F2021	4	1	0	0	0	0	5
	F2022	5	0	0	0	0	0	5
	F2023	5	0	4	0	0	1	0
New Mexico	F2021	4	1	0	0	0	0	5
	F2022	5	0	0	0	0	1	4
	F2023	4	0	0	1	0	0	3
North Carolina	F2021	30	3	0	0	0	0	33
	F2022	33	2	0	0	0	3	32
	F2023	32	3	0	7	0	1	27
North Dakota	F2021	95	2	0	3	0	1	93
	F2022	93	2	1	1	0	3	90
	F2023	90	0	0	1	0	2	87
Ohio	F2021	14	0	0	1	0	0	13
	F2022	13	0	0	0	0	0	13
	F2023	13	1	0	1	0	0	13
Oklahoma	F2021	28	1	0	2	0	1	26
	F2022	26	0	0	0	0	2	24
	F2023	24	3	0	0	0	2	25
Oregon	F2021	2	0	0	0	0	0	2
	F2022	2	1	0	0	0	0	3
	F2023	3	0	0	0	0	0	3
Pennsylvania	F2021	1	0	0	0	0	0	1
	F2022	1	0	0	0	0	0	1
	F2023	1	0	0	0	0	0	1
South	F2021	18	1	0	3	0	1	15

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
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
Carolina	F2022	15	0	0	0	0	1	14
	F2023	14	0	0	2	0	1	11
South Dakota	F2021	88	5	0	1	0	2	90
	F2022	90	1	0	2	0	4	85
	F2023	85	3	0	4	0	2	82
Tennessee	F2021	6	2	1	0	0	0	7
	F2022	7	0	0	1	0	0	6
	F2023	6	1	0	1	0	0	6
Texas	F2021	46	2	0	2	0	4	42
	F2022	42	3	0	0	0	1	44
	F2023	44	0	6	5	0	3	30
Utah	F2021	3	2	0	0	0	0	5
	F2022	5	4	0	0	0	0	9
	F2023	9	2	5	0	0	0	6
Virginia	F2021	11	1	0	0	0	1	11
	F2022	11	2	0	0	0	1	12
	F2023	12	0	0	0	0	0	12
Washington	F2021	26	0	0	0	0	2	24
	F2022	24	2	0	1	0	3	22
	F2023	22	0	0	0	0	1	21
West Virginia	F2021	10	0	0	0	0	0	10
	F2022	10	0	0	0	0	0	10
	F2023	10	2	0	0	0	0	12
Wisconsin	F2021	85	1	1	1	0	4	80
	F2022	80	4	0	4	0	2	78
	F2023	78	1	0	3	0	4	72
Wyoming	F2021	12	0	0	1	0	0	12
	F2022	12	0	0	0	0	0	12
	F2023	12	0	0	1	0	0	11
Total	F2021	952	61	2	34	0	41	937
	F2022	937	50	1	22	0	61	903
	F2023	903	40	29	46	0	45	823

**Table 4. Status of Company-Owned Outlets
For Years FY 2021 to FY 2023**

Column 1 State	Column 2 Year	Column 3 Outlets at Start of Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisees	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisees	Column 8 Outlets at End of the Year
Total	F2021	0	0	0	0	0	0
	F2022	0	0	0	0	0	0
	F2023	0	0	0	0	0	0

**Table 5. Projected New Franchised Outlets
As of March 25, 2023**

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	0	0
Arizona	0	0	0
Arkansas	0	0	0
Florida	0	0	0
Georgia	0	0	0
Idaho	0	0	0
Indiana	0	2	0
Kentucky	0	0	0
Louisiana	1	1	0
Michigan	0	3	0
Minnesota	1	3	0
Mississippi	0	0	0
Montana	0	3	0
Nebraska	0	2	0
Nevada	0	0	0
New Mexico	0	0	0
North Carolina	3	3	0
North Dakota	0	3	0
Ohio	1	2	0
Oklahoma	0	0	0
South Dakota	0	3	0
Tennessee	0	0	0
Texas	0	0	0
Utah	0	0	0
Virginia	0	0	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Washington	0	0	0
West Virginia	0	0	0
Wisconsin	0	3	0
Total	6	28	0

Note: A list of all franchisees and the addresses and telephone numbers of all of their Units are included in this Disclosure Document as Exhibit E. Included in this Disclosure Document as Exhibit E is a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of the franchisees who had a Unit transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during ORION's most recently completed fiscal year or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. Exhibit E also lists such information for those outlets for which a Franchise Agreement has been signed, but were not yet operational at the end of ORION's most recently completed fiscal year or that were never opened, but for which a Franchise Agreement had been signed. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system. Some franchisees have signed confidentiality clauses during ORION's last three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with ORION. 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.

No independent franchisee association has asked to be included in this Disclosure Document.

Item 21: Financial Statements

Our audited financial statements for the period from March 29, 2020 to March 27, 2021, March 28, 2021 to March 26, 2022 and the period from March 27, 2022 to March 25, 2023 were prepared according to United States Generally Accepted Accounting Principles, and related report of our independent public accountants are included in Exhibit D.

The unaudited balance sheet and income statement of ORION for the period ended June 24, 2023 are also included in Exhibit D. THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Item 22: Contracts

A sample of ORION's standard Franchise Agreement, a short-form franchise agreement, is included in this Disclosure Document at Exhibit A, a sample Equipment Agreement is included at Exhibit B, and a sample IGNG Agreement is included at Exhibit C.

Item 23: Receipts

The last two pages of this Disclosure Document (following the exhibits and attachments) is a document acknowledging receipt of this Disclosure Document by you (one copy for you and one copy for us).

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EXHIBIT A

Franchise Agreement

[SEE ATTACHED]



**ORION FOOD SYSTEMS, L.L.C.
HOT STUFF FRANCHISE AGREEMENT**

HOST FACILITY LOCATED: _____

HOST FACILITY BUSINESS NAME: _____

HOST FACILITY ADDRESS: _____

HOST FACILITY CITY, STATE, ZIP: _____

HOST FACILITY OLM ID #: _____

CUSTOMER BUSINESS NAME: _____

CUSTOMER ADDRESS: _____

CUSTOMER CITY, STATE, ZIP: _____

AGREEMENT ISSUED DATE: _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), dated _____, _____, is made between ORION FOOD SYSTEMS, L.L.C. ("ORION", "Orion Land Mark", "OLM", "we", "us") and _____ of _____ ("Franchisee", "you"), to establish and operate one Unit, using the proprietary OLM System, Trademarks and Brands franchised from us, under the terms and conditions listed below, only at the following location: _____ (the "Host Facility").

OLM produces and distributes a line of proprietary food ("Ingredients") and packaging ("Packaging") items and certain materials ("Supplies") used to prepare and package a distinctive and proprietary line of prepared food items ("Products") for resale to the public at a station or facility (the "Unit") typically located within a host business or other facility ("Host Facility"). OLM licenses a distinctive food service business for ordering, storing, preparing, merchandising, and selling the Products under several distinct brands (the "Brands") identified by various OLM trademarks (the "Trademarks") and using a collection of business techniques, trade dress, operating methods and confidential and proprietary OLM know-how and techniques (the "Trade Secrets") (collectively, the "Method"). Units are identified by various Trademarks and may consist of various points of production, storage and Product merchandising located throughout the Host Facility, as we periodically authorize, and shall include any location where any Product merchandisers, warmers or coolers are located within a Host Facility, any associated Product preparation areas devoted to OLM Brands, any Ingredient and Supply storage areas devoted to OLM Brands, and the cabinetry and any other fixtures and furnishings to which OLM's Brands or Trademarks have been affixed. Our distinctive food service business, trade dress and Method is referred collectively to as the "System." You wish to establish and operate a retail food service business operating from the Unit at the Host Facility using our Method, Ingredients, Packaging, Supplies, Products, Trademarks and Trade Secrets, and featuring only the Products offered under the Brands authorized in Attachment A, all in accordance with the terms of this Agreement. In consideration of the foregoing and the undertakings herein, the parties agree:

1. GRANT, RESERVATIONS AND REPRESENTATIONS. We grant you a non-exclusive license during the term of this Agreement to use the System and those Trademarks pertaining to the Brands listed on Attachment A to install and operate one Unit at a mutually agreeable location within the Host Facility. We reserve all rights not specifically granted to you in this Agreement. You will not receive an exclusive territory, any territorial protections or any other exclusive rights pursuant to this Agreement. You may face competition from other third party brands and chains, from other OLM franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we supply or control.

2. ACCEPTANCE OF FRANCHISE.

(a) You represent that you have fully and truthfully completed our application and provided us accurate and complete information concerning the Host Facility.

(b) You accept the franchise granted in Section 1 and agree to install, open and continuously operate the Unit during the initial and any renewal terms strictly in accordance with this Agreement, our training and System requirements, and the Operations Manual – Field Service Guide and such other operations or product manuals/menus/charts we periodically implement (including the standards as listed at www.olmfoods.com) (the "System Manual").

(c) You must open the Unit within 90 days of the date you sign this Agreement (subject to extension only at OLM's absolute discretion), or you may be deemed to have abandoned and terminated this Agreement.

(d) You must comply with all System standards that we outline at www.olmfoods.com while the Unit operates.

(e) Our grant of this franchise and our consent to the location of the Unit is not a guarantee or assurance as to its suitability, prospects, or profitability.

3. TERM. This Agreement is in effect, unless sooner terminated, for an initial term of five years, beginning on the date the Unit opens for business (or for existing Units converting to this Agreement, the date both of us execute this Agreement) (the "Commencement Date") and expiring at 11:59 p.m. local time on the fifth anniversary of the Commencement Date (the "Initial Expiration Date"). An "Operational Year" of the Agreement is the period from the Commencement Date, or its anniversary, to the next anniversary of the Commencement Date. This Agreement will renew for one additional renewal term of five years on the Initial Expiration Date, if and only if you are not in breach of this Agreement (or any related agreement) at the Initial Expiration Date, and if neither of us has given the other written notice at least 90 days before the Initial Expiration Date that it does not wish to renew this Agreement. A successor agreement may be executed at the conclusion of the initial term only by our mutual consent and using the form of Agreement we are then using and the terms of which may differ substantially from this Agreement.

4. TRADEMARKS. Our Trademarks (including our distinctive trade dress for the Unit) are our exclusive and valuable property. You will use our Trademarks *only* to identify Products and services that we authorize, and strictly in the precise manner, colors and form we authorize as outlined at www.olmfoods.com. You may not use the Trademarks in any advertising without our prior express written permission. Your use of our Trademarks inures solely to our benefit, and all goodwill associated at any time with our Trademarks is solely our property. You may not use our Trademarks as part of your corporate or business entity name or part of an e-mail or I.P. address, internet domain name, home page or uniform resource locator. You will not contest our ownership or registration of the Trademarks, or undertake or fail to take any action, the consequences of which is to impair the goodwill of our Trademarks or to jeopardize our ownership of the Trademarks and their associated goodwill. You will sell only our Products under our Trademarks. You acknowledge that you will have materially breached this Agreement if you sell other goods under our Trademarks or from the Unit. We reserve the right to periodically add, remove, modify, or replace any Trademark for the Brands listed on Attachment A, and if we do so you agree to promptly alter or replace at your own cost any signage, trade dress and other items as we may designate to reflect such changes.

5. INGREDIENTS AND PRODUCT STANDARDS AND OBLIGATIONS.

(a) We will sell you, at a profit, and you will purchase from us, the entire stock of the available Ingredients, Packaging, Products and Supplies required to operate the Unit and authorized Brands for as long as the Unit operates. Our prices are subject to change at our sole discretion.

(b) You will follow our proprietary Method and System and our Ingredient, Packaging, Supply, Product, and menu specifications, and use only our Method and the Ingredients we supply or approve to assemble and prepare Products according to our formulas and specifications, conforming to our standards of quality, portion, appearance, taste, and packaging, for as long as the Unit operates to ensure brand equity, taste profile, traceability, and food safety. You may not use any item not supplied or authorized by us to prepare Products sold

under OLM Trademarks. We warrant to you that the Ingredients, Packaging, Products and Supplies we deliver to you will not be adulterated or misbranded when delivered, and will be fit for consumption when stored, handled, prepared, and served as specified in the System Manual.

(c) You will offer the full menu of Products for your authorized Brands that we designate periodically (as listed at www.olmfoods.com, in the System Manual(s), and elsewhere), in the manner and Packaging we specify. You will prepare, store, handle, merchandise, package, display, sell and discard Ingredients and Products in accordance with the System standards. You may not offer or sell any items from the Unit and/or under OLM's Trademarks except those we designate or authorize. The Hot Stuff Pizza / Hot Stuff Kitchen Menu generally consists of pizza in various sizes, varieties, and styles, various sandwiches, burritos, and appetizers, bakery item, limited time offers and other goods, all of which we may change from time to time at our sole discretion. OLM's current authorized menu and standards are listed at www.olmfoods.com, and/or within our System Manual, or other written notices from us.

(d) You acknowledge that this franchise is for the distribution and sale of a line of proprietary food Ingredients and Products that we produce or distribute, together with related Supplies and items we distribute. You acknowledge that you will have materially breached this Agreement if you purchase food products from other sources and use those items to prepare and merchandise Products identified by or associated with any Brand authorized for your use as listed in Attachment A, or any associated Trademark of those Brands.

(e) We may, in our discretion, periodically change any of our System requirements, Ingredients, Packaging, Supplies, Products, Trademarks, equipment, Trade Secrets and procedures and, upon our notification to you, you will promptly conform the Unit, Brand(s) and the business conducted at the Unit to the revised requirements at your cost. Our then current requirements are listed at www.olmfoods.com.

6. OPERATIONS. You will operate the Unit at all times strictly in accordance with our Method and System standards. The Unit will be staffed and operated with a qualified manager and with qualified employees all of whom meet OLM's System standards as set forth at www.olmfoods.com. The initial manager and staff must be employed and scheduled for work before our training course begins. Each manager of the Unit, and the initial staff must have successfully completed to our satisfaction the training program(s) that we designate. The commercial risk of the Unit is yours. You solely will hire, employ, and supervise the Unit's employees and determine their wages and terms of employment.

7. EQUIPMENT AND MAINTENANCE.

(a) Your Unit must be installed, equipped, and furnished by competent contractors, at your expense and strictly in accordance with the System and the final layout and design plans of your Unit that we have approved before training is scheduled to begin.

(b) You will purchase for use in the business of the Unit only materials, equipment, and fixtures that we authorize, or which meet standards and specifications we establish, or is from sources we designate. We may sell these items to you at a profit. Prices are subject to change.

(c) We have established a proprietary system and method for tracking customer traffic at Host Facilities and reporting items made, discarded, and sold at certain Units (the "Intelligent Grab n Go System" or "IGNG System"). You must use the IGNG System at your Unit. We will grant to you a non-exclusive, non-transferable license to use the IGNG System and related components and software pursuant to a separate license agreement (the "IGNG

License Agreement"), and you must enter into the IGNG License Agreement and utilize the IGNG System in connection with your operation of the Unit. You must report all information collected by the IGNG System to us as provided in Section 12.

(d) You will not alter the design of Unit without our consent. You will maintain sufficient on-site freezer storage space to meet our System standards. You will obtain all necessary utilities, permits, licenses and other legal, governmental, regulatory, or architectural requirements to open and operate the Unit before our training course begins and before the Unit opens, and you will keep them current while this Agreement is in effect.

(e) You agree to maintain the equipment of your Unit in accordance with the equipment manufacturers standards and requirements. You will promptly repair or replace defective or worn-out equipment, signage, and fixtures at your expense.

(f) We (or our designee) will provide installation assistance to you for the opening or remodel of your Unit. You may choose to have such assistance provided to you at a rate of either \$500 per day, plus travel expenses, or a fixed rate of \$2,000, plus any applicable taxes.

8. ORDERS AND DELIVERY.

(a) You agree to use our order forms to order items from us, and you agree to accept delivery at the Unit seven days a week, from 6:00 a.m. to 8:00 p.m. local time. We may establish minimum delivery requirements, shipping schedules, allocation priorities, modes of shipment and carriers. All sales are FOB points we designate. Deliveries will generally be made every other week and dates and times of delivery may be subject to change.

(b) We reserve the right to pick the carrier for all deliveries. We further reserve the right to distribute orders of less than \$1,000 through entities other than us and/or to institute a delivery charge or surcharge for these orders in an amount that we establish. We will bill you for, and you will promptly pay, these delivery charges or surcharges for special means of distribution relating to orders of less than \$1,000. We may set and periodically revise prices and credit terms, or require pre-payment for, Ingredients, Products, Packaging, Supplies, equipment, or services purchased from us, allocate deliveries, and institute fuel or other delivery-related fees, charges, or surcharges.

9. PAYMENT.

(a) You will pay us in full for Ingredients, Products, Packaging and Supplies and other goods and services you buy from us within ten days from the date of their delivery, unless we otherwise direct. Our preferred method of payment is via electronic debits from your account. We may establish and periodically change credit and payment terms. We may also require deposits; refuse orders; require prepayment; require certified payments; ship C.O.D. and require you to authorize us to debit your account electronically before shipment and/or delivery; or halt shipments in transit if (i) you have not paid all of our prior invoices in full, or (ii) we believe these steps are necessary to secure payment. Our allocation of supplies or refusal to place, ship or deliver orders to you does not entitle you to obtain Ingredients, Packaging, Products or Supplies from unauthorized sources. You have no right to set-off of amounts due to you for purchases made from us.

(b) You must pay for all equipment you purchase from us in accordance with the terms and conditions we periodically establish. You will sign security agreement(s) and

financing statements for us to file to record our ownership of any "Free on Loan" Equipment in your possession or to be shipped to you.

(c) Interest shall accrue on any unpaid past due amounts you owe us or our affiliates from the date due until paid, at a rate of the lower of: (i) 18% per year; or (ii) the maximum contract rate of interest allowed by law. You also will pay all costs, including reasonable attorneys' and litigation expense fees, we incur collecting these past due amounts from you or in enforcing this Agreement.

10. SYSTEM KNOW-HOW AND CONFIDENTIALITY. We will provide you with the distinctive food service business processes associated with the Method and System and appropriate to the Brands you are authorized to operate at your Unit, using our confidential and proprietary know-how and techniques. We will loan you one copy of the System Manual(s) applicable to the Brands. The System Manual may also be found at www.olmfoods.com. We may change the System and the System Manual(s) periodically. You will promptly conform to these new standards at your cost after notification. In any dispute concerning the contents of the System Manual(s), the version we maintain at our headquarters shall be considered the governing version. You will return any copies of the System Manual(s) in your possession to us in their entirety upon expiration, termination or transfer of this Agreement. We reserve our rights to pursue legal remedies for your unauthorized use or disclosure of proprietary or confidential information contained in the System Manual(s). You will use Trade Secret and System information we impart to you only to operate the Unit under this Agreement, and you will keep this information strictly confidential during and after the initial term and any renewal term(s). You agree that the disclosure or unauthorized or improper use of the Trade Secrets and System information may cause us or other OLM franchisees irreparable harm, and you agree not to engage in such practices. Neither termination nor expiration of this Agreement limits or excuses your obligations hereunder which by their nature survive termination or expiration of this Agreement.

11. OLM SERVICES.

(a) Before the Unit opens for business, we will conduct a site survey of the proposed Host Facility and will perform other tasks necessary to evaluate your qualifications as a franchisee and the proposed site's qualifications for a Unit. Our evaluation is not a representation or guaranty of the success or suitability of the proposed Host Facility or the proposed Unit. Before your Unit opens for business, we will also advise you with proper display and maintenance of the Trademarks, and procuring initial inventories and supplies. You will obtain, schedule and pay your own on-site contractor for your installation and leasehold improvement needs. You are solely responsible, at your expense, for ensuring that all of the necessary equipment installations, leasehold improvements and license and permit requirements necessary to open and operate the Unit and Brand(s) are completed before training begins.

(b) Before the Unit opens for business, we will also provide training (described in our Franchise Disclosure Document) at your Unit suitable for the number and type of Brands that you are authorized to operate. You will not be required to pay us a fee for this initial training, but you must bear any costs incurred by you in connection with this training. You and the initial manager of the Unit must successfully complete our training program, at your expense, before opening your Unit. Your Unit must be equipped and ready to open before your initial training is scheduled to begin; if it is not ready, you must pay our expenses caused by the delay. We may, in our reasonable discretion, require retraining of you and any Unit manager(s) and employees while the Unit operates and you will be billed for such retraining as described in our Franchise Disclosure Document.

(c) We will provide you periodic ongoing operations counseling as described at www.olmfoods.com. You will allow us free access to the Host Facility during its normal hours of operation to photograph and inspect the Unit and Host Facility and to inventory, examine, copy, and audit the Unit's books and records, Ingredients, Packaging, Supplies and Products. We will advise you periodically on principal aspects of Unit operations. One of our representatives will visit your Unit (or perform "virtual visits" with you by electronic means) during its normal business hours at least 4 times per Operational Year unless (i) we are prevented from doing so due to reasons beyond our reasonable control, including fire, flood, severe weather conditions, war, terrorism or sabotage, accident, labor disputes, governmental laws or regulations, sickness or mechanical failure, or pandemic (ii) the visit is conducted away from the Unit in another location with the participation of you or your principal decision-makers, (iii) you are in breach of this Agreement at the time of the missed deadline, or (iv) as of the last business day of any quarter of the Operational Year, you are more than 30 days late on any payment or report due to us. We will not charge you a separate fee for these visits. Each calendar day that we visit your Unit shall count as one visit for purposes hereunder.

12. UNIT RECORDS AND REPORTING.

(a) You must accurately record all Unit transactions on the forms or a media we designate and in the manner we specify, and make periodic reports to us listing the Unit's sales, cost of sales of the Products for the Brands operated and, the number, type and variety of Products sold for these Brands, and Unit expenses such as labor hours and labor costs, advertising and marketing, quality control discard, sampling and discounts and other expenses (such as equipment depreciation, Unit utilities, Unit supplies and Unit services). You agree to provide such reports as required by us as described at www.olmfoods.com. We may change our reporting standards periodically, and you will promptly conform to the new standards. We will keep information you report to us confidential, but we are free to use such information and to compile it into statistical aggregates that do not reveal to third parties your identity or data specifically identifiable to your business unless required by law or court order.

(b) You must utilize the IGNG System and record and transmit all information collected by the IGNG System in accordance with the standards and specifications we establish.

13. CLEANLINESS STANDARDS. You will take all measures necessary to prevent contamination of Ingredients, Packaging, Supplies, and Products and prevent risks to public or employee health and safety at or near the Unit. You will operate the Unit in a clean, orderly, and safe manner, in accordance with all applicable laws, regulations and codes relating to restaurants, food safety and handling, sanitation, menu and food labeling, public accommodations, building codes, fire safety or labor. You will also operate the Unit in accordance with the System as outlined at www.olmfoods.com and the System Manual. You will keep the Unit location and equipment clean and well maintained, in accordance with the requirements outlined above and the equipment manufacturer's requirements. You will notify us in writing within twenty-four (24) hours if you receive any notice that you or the Unit is not in compliance with all applicable health or sanitary laws, regulations, or standards. We reserve the right to order the temporary closing of your Unit to minimize or mitigate public health or safety risks and you agree to comply immediately with any such order and to cooperate in remediation. You will not deliver or sell Products from the Unit that are not "ready to eat," unless specifically authorized by us to sell Products that may be frozen, thawed, or in an uncooked state for a "Take and Bake" or similar program. You will promptly inform us of any insurance or other claim or incident involving the Unit or its Products.

14. MARKETING. You will conduct regular local sales promotion programs, using materials and media we expressly authorize, and always conforming to the Trademark requirements. You will

promote the authorized Brands at your Unit for as long as it operates with periodic sales promotion materials we produce or authorize. We will normally introduce these sales promotion materials to you periodically throughout the year, and we will bill you for them on a quarterly basis. The cost to you for these materials is \$250 per calendar quarter. You agree to participate fully in and to honor all short-term promotional campaigns and limited time product offers that we originate for your authorized Brands.

15. INSURANCE AND INDEMNIFICATION.

(a) You will maintain a commercial general liability insurance policy, including product liability, and motor vehicle, with coverages required by law and a minimum of \$1,000,000 aggregate single limit coverage, or such higher limit we may set, through reputable insurers, naming us as an additional insured (and naming us as a loss payee for any equipment we provide to you "Free on Loan," as described in our Franchise Disclosure Document), throughout the initial term and any renewal term(s) of this Agreement. Upon our request, you will provide to us a certificate of the then-current coverage. You or your insurance company must notify us in writing no less than 30 days before any modification or cancellation of your policy. If you fail to buy the required insurance, we may do so on your behalf, and you will reimburse us for the cost of such insurance.

(b) You will defend, indemnify, and hold harmless OLM, its affiliates and their respective directors, officers, agents and employees from all suits, claims, demands, liabilities, and costs, including attorneys' fees, in tort, contract, or otherwise, arising out of or in connection with your operation of the Unit, except to the extent caused by our gross negligence.

16. RELOCATION AND TRANSFER. You will not relocate, delegate, sublicense, transfer, or assign any interest in this Agreement, the Unit or its operations or the Host Facility, directly or indirectly, without our consent, which we may grant or withhold in our absolute discretion. We may transfer our interest in this Agreement at our discretion. You will use your best efforts to promptly complete a transfer to which we consent in accordance with this Section. The proposed transferee, if approved, must, at our discretion, either enter into a new franchise agreement with us or sign an amendment to this Agreement assuming your obligations for the unexpired term of this Agreement. You will have breached and abandoned this Agreement if you change ownership of the Host Facility or the Unit without properly transferring this Agreement in accordance with this Section (an "Unauthorized Transfer").

17. TERMINATION.

(a) Except as provided elsewhere in this Agreement, either party may terminate this Agreement for good cause and upon notice to the other party as follows:

(i) Either party has good cause to terminate this Agreement only if the other party fails to cure an intentional, material, repeated, or continuous breach within 30 days of its receipt of written notice from the other specifying the breach and demanding cure, or seven days in cases of failure to pay sums of money that are due.

(ii) We have good cause to terminate this Agreement, and may terminate this Agreement immediately upon delivery of notice to you, without your opportunity to cure, if: (i) you fail any three Unit inspections, by failing one or more critical areas in an inspection, as defined periodically by us in our sole discretion, in a consecutive 12-month period; (ii) you abandon this Agreement by failing to open the Unit within 90 days of the date of this Agreement, by removing the Unit or any Brands listed in Attachment A operating from it or any of its equipment from the Host Facility, by failing to operate the

Unit for three or more consecutive days without our prior written consent, or by failing to order and receive delivery of Ingredients, Packaging, Supplies and Products from us for 45 or more consecutive days without our prior written consent; (iii) you perform an Unauthorized Transfer; (iv) you misrepresent or omit material information on your application; (v) the Unit and/or its Host Facility is destroyed or rendered unusable by wind, fire, flood or other natural or man-made calamity and is not repaired in such a manner as to meet our facility and equipment requirements, and reopened within 60 days of closure; (vi) you become insolvent or bankrupt by any definition; (vii) you, any manager of the Unit, or any of your employees fail to successfully complete any required training; (viii) you (or one of your principal officers, directors, managers, partners, members or shareholders) are convicted or plead guilty or no contest to any charge or violation of any law relating to the Unit, or of any felony; or (ix) you perform any act, or fail to take any action, the result of which impairs or threatens to impair the health or safety of employees, customers, visitors, or invitees of the Unit or that impairs or threatens to impair the goodwill associated with ORION, ORION's System, the Brands listed in Attachment A operating at the Unit, and/or ORION's Trademarks.

(iii) Notices are deemed received when delivered personally or one business day after being sent by certified mail, facsimile, or overnight express to the party's address listed in this Agreement.

(b) Franchisee may terminate this Agreement without cause with 60 days advance written notice to OLM, subject to the termination consequence provisions outlined below.

18. TERMINATION CONSEQUENCES. Upon termination of this Agreement, all rights licensed hereunder automatically revert to us, and, in addition to all other legal and equitable rights and remedies to which we are then entitled, you will promptly:

(a) close the Unit and stop using the System and Trademarks, any materials containing or depicting the System or Trademarks, and any other name or trademark confusingly similar to the Trademarks;

(b) "De-Brand" the Host Facility by removing, at your expense, all items, signage, and equipment bearing our Trademarks or copyrights, and eliminate our trade dress from the Host Facility, within 30 days of the termination date;

(c) pay us all sums you then owe us within 10 days of the termination date;

(d) return to us, at your expense, all copies of the System Manual and any other confidential information provided by us within 10 days of the termination date;

(e) return to us, at your expense, any "Free on Loan" equipment provided to you to our headquarters in Sioux Falls, SD within 30 days of the termination date;

(f) immediately stop using the IGNG System; and

(g) if this Agreement was terminated prior to the then applicable Expiration Date, you will pay us an early termination fee of \$1,000 per month for each month of the then remaining term as of the termination date. This early termination fee is payable in full no later than 30 days after the termination date.

We may pursue all available remedies at law and in equity to recover, for example, unpaid sums due, early termination fees, legal fees and expenses, and any other damages for any breach of this Agreement. If you do not comply fully with this Section within 30 days of the termination date, you hereby authorize us to enter the Host Facility premises to remove any of Trademarks or copyrights.

Neither termination nor expiration of this Agreement limits or excuses your obligations hereunder which by their terms survive termination or expiration of this Agreement.

19. **INTERPRETATION.** This Agreement (in conjunction with the corresponding Franchise Disclosure Document, your application, the IGNG License Agreement (if applicable) and any accompanying Equipment Agreement (if applicable)) is the complete and final expression of our agreement relative to the Unit. No conduct alters the requirements of this Agreement. All rights and remedies are cumulative. This Agreement supersedes and cancels any other understanding or agreement previously made between you and us for this Unit. This Agreement may be waived, modified, or varied only by a written document prepared by us and signed by the authorized representatives of both parties. Our acquiescence in or waiver of any breach of any provision of this Agreement is not a waiver of any other or later breach. If any provision of this Agreement is or becomes illegal or unenforceable, it shall be reformed to the least extent necessary to be lawful and enforceable in the opinion of a court of competent jurisdiction.

20. **GOVERNING LAW.** This Agreement is made in South Dakota and shall be governed by South Dakota law (except that the South Dakota Franchise Act (SDCL T.37, Ch. 5B), SDCL Sec. 53-9-8 and South Dakota laws governing liquidated damages and covenants restricting competition shall apply only to franchisees to whom such South Dakota laws apply).

21. **DISPUTE RESOLUTION.** **Disputes that we are unable to resolve directly will be resolved in a civil proceeding. Trial by jury is waived. Suit shall be brought in Sioux Falls, South Dakota, in the U.S. District Court, District of South Dakota, Southern Division, unless such court lacks jurisdiction to hear such suit, in which case suit shall be brought in the state court for Minnehaha County, South Dakota. No exemplary or punitive damages may be sought or awarded, and no claim may be pursued on a class or consolidated basis. Both parties consent to personal and subject matter jurisdiction in the courts defined in this paragraph and waive any objection on any basis to jurisdiction or venue in such courts.**

22. **RELATIONSHIPS.** You are an independent contractor, and not an employee, agent, partner, or joint venturer of OLM or its affiliates. This Agreement does not create a fiduciary relationship between us. We owe no implied duties to you. You represent and warrant that there is no third-party agreement that impairs your ability to enter into and perform under this Franchise Agreement.

23. **FDD DISCLOSURE.** You acknowledge receipt of our Franchise Disclosure Document at least 14 calendar days before execution of this Agreement. You acknowledge receipt of this Agreement with all applicable blanks completed and with all applicable Attachments, Addendums and Exhibits at least seven calendar days before execution of this Agreement. You also acknowledge that we have recommended and that you have had an opportunity to review this Agreement and our Franchise Disclosure Document with your lawyer, accountant and/or other business advisor before the execution of this Agreement and all other related agreements.

PLEASE INDICATE YOUR ACCEPTANCE BY SIGNING AND RETURNING THIS COPY OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO EXECUTE THIS AGREEMENT FOR THE FRANCHISEE. THIS AGREEMENT TAKES EFFECT ON THE DATE YOU SIGN IT IN THE FORM WE SENT IT, AND THE TERM BEGINS ON THE DAY THAT THE UNIT DESCRIBED IN THIS AGREEMENT OPENS FOR BUSINESS.

ORION FOOD SYSTEMS, L.L.C.
("ORION", "OLM", or "us")

("Franchisee" or "you")

Sig: _____

Sig: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A

BRANDS

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

**WISCONSIN ADDENDUM
ORION FOOD SYSTEMS, L.L.C.
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

Except as provided herein, the Orion Food Systems, L.L.C. Franchise Disclosure Document and Franchise Agreement shall remain in full force and effect in accordance with their terms.

Chapter 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement that is inconsistent with the law.

Registered agent in Wisconsin authorized to receive service of process: Wisconsin Commissioner of Securities, 345 West Washington Avenue, 4th Floor, P.O. Box 1768, Madison, Wisconsin 53703.

EXHIBIT B

Equipment Agreement

[SEE ATTACHED]

ORION EQUIPMENT AGREEMENT

THIS EQUIPMENT AGREEMENT (the "Agreement") dated _____, is made between ORION FOOD SYSTEMS, LLC, a South Dakota limited liability company ("ORION") and _____ ("Franchisee"). This Agreement is issued under ORION's "Free on Loan" program.

ORION and Franchisee are parties to a Franchise Agreement (the "Franchise Agreement") for a food service business located at _____ (the "Unit"). All terms described herein shall have the same meanings as those in the corresponding Franchise Agreement and Franchise Disclosure Document.

ORION provides for Franchisee's use, and Franchisee agrees to use, the equipment described in Appendix A attached to this Agreement (the "Equipment"), subject to the following:

1. Possession and Responsibilities.

(a) Subject to the terms of this Agreement, Franchisee shall have exclusive possession, control and use of the Equipment and assumes responsibility for the operation and maintenance of the Equipment from the date the Equipment is installed at the Unit until either this Agreement is terminated or the Franchise Agreement is terminated.

(b) Franchisee shall be solely responsible to the public and to all applicable regulatory agencies for compliance with any relevant laws or regulations with respect to the Equipment, and shall be solely responsible for compliance with all requirements of Franchisee's liability insurance carriers.

(c) Franchisee is responsible for installation of the Equipment at its sole responsibility and expense. ORION may oversee installation when available and at its sole discretion.

2. Use of Equipment. The Equipment shall, at all times, be the sole and exclusive property of ORION. Franchisee shall have no right or property interest therein, except for the right to use the Equipment in the normal operation of its business with respect to the ORION Brands in the Unit in Franchisee's Host Facility under the Franchise Agreement for the Unit. Franchisee may use the Equipment only to prepare and sell those Products offered under the ORION Brands listed in Attachment A of the Franchise Agreement for the Unit.

3. Performance Obligations.

(a) Franchisee agrees that its continuing right to use the Equipment is conditional upon Franchisee's compliance with this Agreement, the Franchise Agreement for the Unit, and ORION's System. Franchisee's failure to abide by these terms and conditions are grounds for termination of this Agreement and/or the Franchise Agreement for the Unit for good cause by ORION, and Franchisee shall be subject to the various termination consequences associated therewith.

(b) If the Equipment is installed at an existing Unit, such Unit must achieve and maintain its then-current average of weekly purchases of Ingredients, Supplies and Products from Orion, as evaluated annually during the term of the Franchise Agreement. If the Equipment is installed at a new Unit, such Unit must achieve and maintain average minimum purchases of \$1,200 per week (evaluated annually at the end of each Operational Year, and based on the number of purchases made by Franchisee during such Operational Year, divided by the number of weeks in such Operational Year) of Ingredients, Supplies, and Products from ORION, as evaluated annually during the term of the Franchise Agreement. If the Unit fails to achieve and maintain the applicable average minimum purchases described above, Franchisee shall, at ORION's option, either (i) if ORION terminates this Agreement and the Unit's Franchise Agreement for cause as a result of Franchisee's failure to achieve and maintain such average minimum purchases, Franchisee shall return the Equipment, at Franchisee's sole responsibility and expense, to ORION's home office and warehouse facility ensuring that all portions of the Equipment are clean and in good working order on delivery to ORION (normal wear and use excepted), (ii) purchase the Equipment on an "as-is, where-is"

basis, without warranty except as to title, at a purchase price equal to the fair market value of the Equipment, as determined by ORION in its sole and absolute discretion, pay all sales and other applicable taxes in connection therewith, and continue to operate the Unit as an ORION franchise, or (iii) relocate the Equipment and Unit to another ORION authorized qualified replacement Host Facility that Franchisee owns, as the successor Host Facility, in accordance with the Franchise Agreement and at Franchisee's sole responsibility and expense. Should Franchisee fail to return the Equipment to ORION in accordance with clause (i) of the foregoing sentence, then ORION shall have the right to enter the Host Facility, remove such Equipment and return it to ORION's home office and warehouse facility, and Franchisee shall indemnify ORION for all costs incurred by ORION in connection therewith. Franchisee shall also indemnify ORION for all costs incurred with respect to repairing and/or cleaning any Equipment that is not returned to ORION in clean and good working order.

(c) Upon termination of this Agreement or the Franchise Agreement, Franchisee shall, within 30 days after such termination, at ORION's sole option, either (i) return the Equipment in clean and working order to ORION's home office and warehouse facility, at Franchisee's sole responsibility and expense and subject to the various termination consequences and post-termination provisions set forth in the Franchise Agreement for the Unit, or (ii) purchase the Equipment from ORION on an "as-is, where-is" basis, with no warranty except as to the title, at a purchase price equal to the fair market value of the Equipment, as determined by ORION in its sole and absolute discretion, and pay all applicable sales and other taxes in connection therewith, subject to the various termination consequences and post-termination provisions set forth in the Franchise Agreement for the Unit. Should Franchisee fail to return the Equipment to ORION in accordance with clause (i) of the foregoing sentence, then ORION shall have the right to enter the Host Facility, remove such Equipment and return it to ORION's home office and warehouse facility, and Franchisee shall indemnify ORION for all costs incurred by ORION in connection therewith. Franchisee shall also indemnify ORION for all costs incurred with respect to repairing and/or cleaning any Equipment that is not returned to ORION in clean and good working order.

4. Title. ORION shall retain title to the Equipment and remain the sole and absolute owner of the Equipment, and nothing contained in this Agreement shall enable the Franchisee to acquire any right, title or other interest in or to the Equipment except as provided herein. Franchisee shall not pledge, lend, create a security interest in or encumbrance on, sublet, assign or part with possession of the Equipment or any part thereof, or create or suffer the creation of any lien, security interest or other encumbrance or claim on or with respect to the Equipment by or through Franchisee or attempt in any manner to dispose thereof, or remove the Equipment or any part thereof, from the Unit without ORION's prior written permission. Franchisee authorizes ORION to file applicable UCC financing statements to record ORION's and Franchisee's respective interests in the Equipment.

5. Condition and Maintenance of Equipment. Franchisee shall, at its sole expense, keep and maintain the Equipment in good and substantial repair throughout the term of this Agreement. Franchisee must at all times keep the Equipment insured in the amount of its full replacement cost against fire, theft and such other hazards as ORION requires, with any loss payable to ORION or to ORION's assignee. Franchisee agrees to return the Equipment when required by this Agreement, in a clean and uncontaminated condition, and in as good condition and working order as when received, ordinary wear and tear being excepted.

6. Termination. Except as provided elsewhere in this Agreement, either party may terminate this Agreement only for good cause and upon notice to the other party as follows. Either party has good cause to terminate if the other party fails to cure an intentional, material, repeated, or continuous breach of this Agreement within 30 days of its receipt of written notice from the other specifying the breach and demanding cure, or seven days in cases of failure to pay sums of money that are due. ORION has good cause to terminate this Agreement, and may terminate this Agreement immediately upon delivery of notice to Franchisee, without Franchisee's opportunity to cure, if Franchisee performs any act, or fails to take any action, the result of which impairs or threatens to impair the health or safety of employees, customers, visitors or invitees of the Unit or that impairs or threatens to impair the goodwill associated with ORION, ORION's System, ORION's Brands operating at the Unit, and/or ORION's Trademarks.

7. Observance of Laws. Franchisee shall observe all safety rules and regulations applicable to the Equipment, and shall pay all fines that may be duly and lawfully imposed or assessed by any public authority by reason of the Franchisee's failure to comply with these rules, regulations and orders and/or with the requirements of this Agreement.

8. Substitution of Equipment. If the Equipment becomes worn out, damaged by accident, or rendered unusable, then Franchisee must replace the Equipment at Franchisee's sole expense, and Franchisee's obligations under this Agreement as to the remaining Equipment shall remain unchanged.

9. Assignment. Franchisee may assign this Agreement to an ORION-approved transferee of the franchise and business under the transfer terms and conditions of the Franchise Agreement for this Unit. Franchisee may not assign, transfer, sell, or delegate this Agreement or any interest in the Equipment under any other circumstances. ORION may transfer its interest in this Agreement at its discretion.

10. Waiver. ORION's acquiescence in or waiver of any breach by Franchisee or failure by Franchisee to perform punctually any provision of this Agreement is not a waiver of any other or later breach or failure to perform punctually or of any right or remedy available to ORION under this Agreement.

11. Disclaimer of Warranties. THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. ORION SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY FRANCHISEE, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH ORION'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER

Franchisee agrees that ORION, its employees and agents shall not be liable to Franchisee for any claim from Franchisee or from a third party for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly, by: (i) the inadequacy of any Equipment for any purpose, (ii) any deficiency or defect in any Equipment, (iii) the use or performance of any Equipment, (iv) any interruption or loss of service, use or performance of any Equipment, or (v) any loss of business or other special, incidental, indirect or consequential damages whether or not resulting from any of the foregoing. Franchisee agrees, at all times, to indemnify and hold ORION, its employees and agents harmless against all actions, claims, demands, costs, damages or expenses of any kind which may be brought or made against ORION or which ORION may pay or incur by reason of Franchisee's use of the Equipment or its negligent performance of or failure to perform any of its obligations under this Agreement.

12. Governing Law and Amendment. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, except with respect to conflicts of law principles. Disputes will be resolved in a civil proceeding. Trial by jury is waived. Suit shall be brought in and all actions shall be venued in Sioux Falls, South Dakota, in the U.S. District Court, District of South Dakota, Southern Division, unless such court lacks jurisdiction to hear such suit, in which case suit shall be brought in the state court for Minnehaha County, South Dakota. If any provision of this Agreement is or becomes illegal or unenforceable, it shall be reformed to the least extent necessary to be lawful and enforceable. No exemplary or punitive damages may be sought or awarded, and no claim may be pursued on a class or consolidated basis. This Agreement does not create a fiduciary relationship. ORION owes no implied duties to Franchisee. This Agreement shall not be modified or amended except by written agreement executed by the parties.

Please indicate your acceptance by signing and returning the copy of this Agreement. You represent and warrant that you are authorized to execute this Agreement for the Franchisee.

ORION FOOD SYSTEMS, LLC
("ORION")

("Franchisee")

Sig. _____

Sig. _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
LIST OF EQUIPMENT

EXHIBIT C

IGNG Agreement

[SEE ATTACHED]

ORION IGNG LICENSE AND USE AGREEMENT

THIS ORION IGNG LICENSE AND USE AGREEMENT (the "Agreement") dated _____, is made between ORION FOOD SYSTEMS, LLC, a South Dakota limited liability company ("ORION") and _____ ("Licensee"). This Agreement is issued for use with ORION's "intelligent Grab n Go™" or "IGNG" system.

ORION and Licensee are parties to a Franchise Agreement (the "Franchise Agreement") for a food service business located at _____ (the "Unit" or the "Franchise Unit"). All terms described herein shall have the same meanings as those in the corresponding Franchise Agreement and Franchise Disclosure Document.

ORION provides for Licensee's use, and Licensee agrees to use, the components of the IGNG system (the "IGNG System"), subject to the following:

1. **IGNG System Components.** The IGNG System consists of several distinct components including one or more pairs of traffic counting devices (one pair for each public entrance to the Host Facility), a computerized scanning system including a scanner and a printer, the "dashboard" reporting and analytical tools and software associated with access to the IGNG System data, and any devices and software needed to establish an internet connection with the IGNG System and the applicable server(s), both at the Franchise Unit and at Franchisee's business address. The word "scanner" means the hand-held barcode scanner, bar code scanner cradle, bar code cradle power supply, bar code cradle serial cables, bar code scanner battery, and any other related equipment. The word "software" means any dashboards, reports, analytical tools provided by ORION to Licensee in connection with the operation of the IGNG System (the "Software"). The IGNG System may in the future also include a merchandising camera which can be networked to one or more of the components of the network infrastructure. Use of the analytical and reporting capabilities of the IGNG System further includes some form of computing device, internet connection and user access to the applicable servers.
2. **IGNG System.** The IGNG System includes equipment and methods to:
 - (a) scan a bar code corresponding to an ORION Product producing a label for that Product that may be affixed to the Product's packing and recording that Product as having been made and the date and time the Product was made. Should a Product need to be discarded at the end of its useful shelf life it is similarly scanned and noted as discarded. This information is also stored. The information concerning the number and type of Products made and discarded is used to determine the number and type of Products sold by daypart and can be used to determine the Franchise Unit's estimated sales in dollars and number of Products sold, the discard in dollars and Products not sold, an estimated cost of goods sold in Products and number of Products sold, and the estimated gross profit dollars and percentage of Products sold.
 - (b) use traffic counting devices at each public entrance to determine an estimated number of customers in the Host Facility by date and time.
 - (c) use analytical and reporting Software features of the IGNG System to compare the estimated sales and the estimated customer traffic information in numerical and graphical views to help ORION's staff and the Licensee make more informed decisions concerning the number and type of ORION Products to offer for sale and the time such Products should be available for sale based on the Host Facility traffic Patterns.

3. **Grant of License.** ORION grants to Licensee and Licensee accepts a non-exclusive License to use the IGNG System, the IGNG System components, and Software only for purposes of operating the ORION Franchise Unit listed herein and until either this Agreement is terminated or the Franchise Agreement for the Unit is terminated. Licensee agrees to comply with ORION's IGNG System requirements and procedures which may change from time to time at ORION's sole discretion. Licensee agrees that it will not use or permit the IGNG System to be used for any purpose other than operating the ORION Franchise Unit described herein in accordance with the terms and conditions established by ORION. Licensee agrees that its continuing right to use the IGNG System is conditional upon Licensee's compliance with this Agreement, the Franchise Agreement for the Unit, and ORION's System. Licensee's failure to abide by these terms and conditions are grounds for termination of this Agreement and/or the Franchise Agreement for the Unit for good cause by ORION, and Licensee shall be subject to the various termination consequences associated therewith.

4. **IGNG System and Software.**
 - (a) Licensee agrees to purchase and install, at Licensee's expense, all equipment, components and software required by ORION to operate the IGNG System in accordance with the standards and specifications established from time to time by ORION, including without limitation, such equipment, components and software needed for Licensee to track customer traffic at each public entrance to the Host Facility, scan and report all items made, discarded, and sold at the Unit, and report such other designated business information ORION requires from time to time. All such equipment, components and software must meet the standards and specifications ORION establishes and/or be from sources ORION designates. ORION may sell these items to Licensee at a profit, and prices are subject to change. All such equipment, components and software must be installed and maintained by competent contractors, at Licensee's expense. ORION shall have no liability for any damages, losses, claims, costs or expenses resulting from or related to the installation. Licensee will operate and maintain such equipment, components and software strictly in accordance with the standards and specifications established by ORION, and Licensee agrees to install any upgrade or change to such equipment, components or software that ORION may periodically specify, at Licensee's expense. Licensee must also purchase and maintain, at Licensee's expense, such data communication services (including, but not limited to, an internet connection and/or cellular service) that are needed to operate the IGNG System and that allow Licensee to transmit the information collected thereby to ORION, all in accordance with the standards and specifications ORION establishes and/or from sources ORION designates. Licensee shall be solely responsible for ensuring that Licensee's computer systems, networks, power supply and other infrastructure complies with all requirements specified by ORION for proper use and functioning of the IGNG System. Licensee shall provide adequate training, instruction and warnings to its employees, agents and representatives ("Representatives") on the use of the IGNG System.

 - (b) Licensee agrees that the IGNG System is ORION's exclusive and valuable property. Licensee agree that ORION has established trademark rights to various forms of the IGNG name and/or name and design. Licensee agrees that it shall not contest ORION's ownership and/or rights to the associated trademarks.

 - (c) ORION retains sole and exclusive ownership of all Software. The Software is provided to Licensee under a license permitting use of the Software only with the IGNG System. The Software is subject to modification from time to time by ORION, which modification may include discontinuation of one or more components of the Software. Licensee may authorize any of its Representatives to use the Software (each, a "User") as contemplated herein. The

IGNG System may also include certain third party software and materials, which may be subject to additional third party terms and conditions ("Third Party Terms"). By using the IGNG System, Licensee agrees to abide by all Third Party Terms, which may be subject to modification from time to time. Access to any cloud web administration Software may also be subject to additional terms of use, which may be modified from time to time by ORION, and Licensee's and its User's continued use of such Software constitutes its acceptance thereof. Licensee is solely responsible for each User's compliance with this Agreement and any applicable terms, including any Third Party Terms.

- (d) Components of the IGNG System collect, store and transmit information, including without limitation information related to how users interact with it, ordering activities, and analytic information ("Usage Data"). Licensee acknowledges and agrees that ORION retains the sole and exclusive ownership of all right, title and interest in and to the Usage Data. Usage Data may be automatically transmitted to cloud web administration Software via wireless connection with Licensee's network or other method. By default, the IGNG System is configured to automatically transmit Usage Data via Licensee's network. Licensee is not required to permit the Equipment to transmit Usage Data in order to use the Equipment, but without such transmission, the IGNG System will be of limited functionality to Licensee.
- (e) As between the parties, Licensee owns all right, title and interest in and to all Confidential Information (as hereinafter defined) of Licensee and any other information provided by Licensee in connection with, generated from, or based upon, Licensee's use of the IGNG System, excluding any Usage Data ("Licensee Data"). ORION shall use the Licensee Data only as set forth in this Agreement and ORION's privacy policy (which may be modified by ORION from time to time and a current version of which is available upon request). Notwithstanding the foregoing, Licensee hereby grants to ORION a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, transferrable, perpetual and irrevocable license to de-identify and/or aggregate the Licensee Data and use such data ("Anonymized Data") for ORION's business purposes or any other legally permissible purpose provided such Anonymized Data does not include personally identifiable information.
- (f) When any equipment, components or Software related to the IGNG System is connected to Licensee's network, Licensee acknowledges that ORION may, but is not required to, automatically update the Software or otherwise automatically provide patches, fixes or modifications to the Software (collectively, "Updates") from time to time. Licensee agrees to receive these Updates without any additional notice and acknowledges that such Updates may result in changes to or loss of IGNG System functionality.
- (g) In addition to other restrictions in this Agreement, Licensee will not, and will not permit others to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Software; (b) make any modification, improvement, adaptation, enhancement or derivative work from the Software; (c) violate any applicable laws, rules or regulations in connection with Licensee's access or use of the Software; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of ORION or its affiliates, partners, suppliers or the licensors of the Software; (e) use the Software for any purpose for which it is not designed or intended; (f) install, use or permit the Software to exist on more than one computer, including any mobile device; (g) distribute the Software; (h) rent or time-share the Software or make the Software available over a network or other environment permitting access or use by multiple users or devices; (i) use the Software for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by ORION; (j) engage in any activity with the Software

that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of ORION or any third-party service provider; or (k) use any proprietary information or interfaces of ORION or ORION Intellectual Property Rights in the design, development, manufacture, licensing or distribution of any Software, accessories or devices for use with the Software.

- (h) Licensee agrees that it shall not delete any copyright notices or legends on or in the Software. Licensee agrees not to decompile, modify, reverse engineer, disassemble, or otherwise copy or reproduce to the Software or create derivative works based on the Software. Licensee agrees that ORION and its suppliers own all rights, title, and interest to the IGNG System and Software including all copyright and other proprietary and intellectual property rights. This License grants Licensee no right, title, or interest in any intellectual property owned or licensed by ORION, including, but not limited to the Software. Licensee agrees that it will use the Software for its own use only, and will not rent, loan, lend, or in any way commercially sell the Software and/or IGNG System. The IGNG System and its components may contain software licensed from third parties. All rights in any third party software, including any ownership rights, are reserved and remain with the third parties.

5. **Pricing, Payment and Delivery.**

- (a) Each purchase of equipment, components or Software from ORION shall be documented in quotation provided by ORION (each, a "Quote"). Each Quote shall be a part of and be governed by the terms and conditions of this Agreement. If there is a conflict between this Agreement and any Quote, the terms of the Quote shall control solely with respect to the subject matter of such Quote. Licensee shall pay ORION the amounts as set forth in the Quote for the equipment, components and/or Software specified in the Quote as follows (unless otherwise specified in the Quote): 50% up front, 40% at time of shipment, and the remainder upon delivery. ORION's standard method of payment is via electronic debits from Licensee's account ("ACH"). ORION may establish and periodically change credit and payment terms based on Licensee's financial application and payment history.
- (b) All equipment and components purchased from ORION will be delivered EXW (Incoterms 2020) ORION's facility. Licensee acknowledges and agrees that, while ORION will use commercially reasonable efforts to comply with requested delivery dates and performance dates agreed to between the parties, such dates are estimates only and ORION will have no liability for failure to deliver the IGNG System on or before such dates. Unless Licensee has provided to ORION written notification that a component of the IGNG System has a Material Defect (defined below), Licensee shall be deemed to have accepted the IGNG System upon the earlier to occur of (i) written notice of acceptance by Licensee to ORION or (ii) ten (10) days following delivery of the IGNG System.

6. **Warranty.**

- (a) ORION warrants that (i) the Software will function in all material respects with the terms of this Agreement and the specifications during the term of the Agreement; and (ii) the equipment and components will be free of material defects in materials or workmanship for the period of time specified by the manufacturer. If, during the warranty period specified in the preceding sentence, a component of the IGNG System fails to operate in any material respect in accordance with such warranty and such failure materially impairs Licensee's use of the IGNG System (a "Material Defect"), then Licensee shall promptly notify ORION of the Material Defect. If ORION agrees that there is a Material Defect, then ORION agrees to repair or replace

the applicable component of the IGNG System that has the Material Defect at no charge within a reasonable period of time after being notified of the same by Licensee. ORION'S OBLIGATION TO REPAIR OR REPLACE THE DEFECTIVE COMPONENT CONSTITUTES LICENSEE'S SOLE AND EXCLUSIVE REMEDY AGAINST ORION FOR (i) ANY MATERIAL DEFECT IN OR WITH THE IGNG SYSTEM; AND/OR (ii) ANY OTHER DEFECT, NON-CONFORMITY OR FAILURE IN OR WITH THE IGNG SYSTEM. Notwithstanding the foregoing, on-site labor is not included in the warranty above unless otherwise agreed by ORION.

- (b) The above warranty will not apply to any IGNG System component if such component has been: (i) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by ORION; (ii) reconstructed, repaired, or altered by any person other than ORION or its Representatives; or (iii) used with any third-party product, hardware or product that has not been previously approved in writing by ORION.
- (c) EXCEPT FOR THE FOREGOING WARRANTY, ORION MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE IGNG SYSTEM AND ORION DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR WARRANTY THAT THE IGNG SYSTEM WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, SECURE, OR ERROR-FREE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT ASSUMES AND ACCEPTS ALL RISK ASSOCIATED WITH ANY REMOTE SERVICES AND ACCESS. ANY SUPPORT SERVICES ARE PROVIDED BY ORION "AS-IS", ORION MAKES NO GUARANTEES THAT IT WILL PROVIDE OR CONTINUE TO PROVIDE SUPPORT OR UPDATES, NOR DOES IT MAKE ANY REPRESENTATIONS THAT IT WILL BE ABLE TO OR WILL UNDERTAKE TO CORRECT ANY ERRORS OR PROBLEMS WITH THE PROPER FUNCTIONING OF THE IGNG SYSTEM.

7. **Ownership.**

- (a) The IGNG System (including the equipment, components and Software) shall at all times be and remain the sole and exclusive property of ORION. Licensee shall have no rights or property interest in the IGNG System, except for the right of use the IGNG System in accordance with the terms of this Agreement. The equipment and components are and shall remain the personal property of ORION regardless of whether such equipment and components are installed on or attached to real property, and the parties agree that the equipment and components are licensed by ORION, and Licensee does not have any ownership interest in the equipment and components. Licensee agrees that it will not remove any labels that are affixed to the equipment or components, including without limitation any warning labels or any labels stating that the equipment or components are owned by ORION or its licensors. Licensee agrees it will not sell, transfer or otherwise dispose of the IGNG System. Licensee shall keep the IGNG System free and clear of all liens, claims and encumbrances.
- (b) "Intellectual Property Rights" means any and all: (i) ideas, trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all industrial designs; (ii) trademarks, service marks, brands, certification marks, collective marks, logos, trade dress,

trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized thereby; (iii) works of authorship (whether or not copyrightable); (iv) internet domain names and social media tags and handles; (v) software, firmware, programming code, source code, object code, electronic databases and all other computer or machine instructions and electronic compilations of data or information; (vi) all other types and forms of intellectual property or industrial property whether registered or unregistered; and (vii) any and all rights in, arising out of, or associated with any of the foregoing in any jurisdiction throughout the world. Licensee acknowledges and agrees that ORION (or, as applicable, its licensors) retains the sole and exclusive ownership of all right, title and interest in and to the IGNG System and all use guides, operating manuals, and similar and related documentation and all copies thereof, including all Intellectual Property Rights therein ("ORION's Intellectual Property Rights"). Licensee shall use ORION's Intellectual Property Rights solely for purposes of using the IGNG System and only in accordance with this Agreement and the instructions of ORION. Licensee shall not acquire any ownership interest in any of ORION's Intellectual Property Rights under this Agreement; provided that if Licensee nonetheless acquires any Intellectual Property Rights in or relating to any ORION Technology Package whether by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to ORION (or, as applicable, its licensors) without further action by either of the parties. Licensee agrees to execute any documents and take any other action reasonably requested by ORION to confirm or affect the foregoing assignment of rights to ORION. Any goodwill derived from the use by Licensee of ORION's Intellectual Property Rights inures solely to the benefit of ORION or its licensors, as the case may be.

- (c) Licensee hereby grants to ORION the right to use Licensee's name and logo in its marketing materials and other communications.
- (d) Except as expressly set forth in this Section, in no event shall this Agreement be deemed to grant to either party a license to use any trademark, trade name, or logo of the other party for any purpose whatsoever.

8. **Confidentiality.**

- (a) Each party shall treat as confidential and proprietary any information, whether transmitted orally or in writing or other tangible form, which a party (the "Disclosing Party") provides to the other party (the "Receiving Party") or which may come within the knowledge of the Receiving Party in the course of its performance of this Agreement, including without limitation any: (i) trade secrets, pending patents, and other intellectual property; (ii) programs and related documentation; (iii) business or technical data such as information regarding plans, plants, processes, products, costs, equipment, operations, suppliers or customers; (iv) specifications, drawings, samples, and models; and (v) deliverables, works of authorship and other creative works produced hereunder (collectively "Confidential Information"). Confidential Information shall not include any information that (A) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Agreement by the Receiving Party or any of its Representatives; (B) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (C) was known by or in the possession of the Receiving Party prior to disclosure by the Disclosing Party as evidenced by written documentation that was in existence prior to such disclosure; or (D) was or is independently developed by the Disclosing Party without reference to or use of, in whole or in part, any of the Confidential Information as evidenced by written documentation created contemporaneously with such independent development.

(b) The Receiving Party shall not disclose or use any of the Disclosing Party's Confidential Information except as reasonably necessary to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party shall limit dissemination of the Disclosing Party's Confidential Information to those of its Representatives, including auditors or legal representatives, who may reasonably require the same for purposes of assisting in the Receiving Party's performance of its obligations under this Agreement or providing professional services to such party. Each party agrees to protect the Disclosing Party's Confidential Information in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. The Receiving Party shall protect any of the Disclosing Party's Confidential Information in accordance with this Agreement for so long as it retains such Confidential Information. The foregoing obligation shall survive expiration or termination of this Agreement. The Receiving Party shall be responsible for any violation of the foregoing obligation by its Representatives. The provisions of this Section will not affect any nondisclosure or confidentiality agreement entered into between the parties prior to the date hereof, which shall remain in full force and effect.

9. **Termination.** Except as provided elsewhere in this Agreement, either party may terminate this Agreement only for good cause and upon notice to the other party as follows. Either party has good cause to terminate if the other party fails to cure an intentional, material, repeated, or continuous breach of this Agreement within 30 days of its receipt of written notice from the other specifying the breach and demanding cure, or seven days in cases of failure to pay sums of money that are due. Additionally, ORION has good cause to terminate this Agreement, and may terminate this Agreement immediately upon delivery of notice to Licensee, without Licensee's opportunity to cure, if (i) Licensee is in breach of this Agreement, (ii) the ORION Franchise Agreement for this Unit is terminated, (iii) if Licensee performs any act, or fails to take any action, the result of which impairs or threatens to impair the health or safety of employees, customers, visitors or invitees of the Unit or that impairs or threatens to impair the goodwill associated with ORION, ORION's System, ORION's Brands operating at the Unit, and/or ORION's Trademarks, or (iv) Licensee becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a petition in bankruptcy, has a receiver appointed for its assets or is dissolved or liquidated. Upon termination of the Agreement, ORION shall have the right to obtain return of the IGNG System, in whole or in part, in good repair, condition, and working order, reasonable wear and tear excepted. Unless otherwise agreed in writing, Licensee is responsible for the removal and de-installation of the IGNG System and for delivering the IGNG System to ORION to the location designated by ORION. Licensee shall also promptly return to ORION all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on ORION's Confidential Information, permanently erase all of ORION's Confidential Information from its computer systems, and certify in writing to ORION that it has complied with the requirements of this clause. The expiration or termination of this Agreement shall not affect or impair any of a party's rights or remedies under this Agreement or the terms of this Agreement which by their nature are intended to survive expiration or termination of this Agreement.

10. **Liability.**

(a) Licensee shall defend, indemnify and hold harmless ORION, its affiliates and their respective directors, officers, agents and Representatives from all suits, claims, demands, liabilities and costs, including attorneys' fees, in tort, contract, or otherwise, arising out of or in connection with Licensee's and its Users' use of the IGNG System, except to the extent caused by ORION's gross negligence or willful misconduct. Licensee waives and releases all claims against ORION

for damages arising out of or in connection with operation of the IGNG System, except to the extent caused by ORION's gross negligence or willful misconduct.

(b) NEITHER PARTY NOR ITS RESPECTIVE REPRESENTATIVES SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS ADDENDUM, REGARDLESS OF (i) WHETHER SUCH DAMAGES WERE FORESEEABLE, (ii) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (iii) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(c) ORION'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO ORION FOR THE IGNG SYSTEM PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

11. **Observance of Laws.** Licensee shall, and shall ensure its Representatives, observe all laws, rules and regulations applicable to the IGNG System and components, and shall pay all fines that may be duly and lawfully imposed or assessed by any public authority by reason of the Licensee's or its Representatives' failure to comply with these rules, regulations and orders and/or with the requirements of this Agreement.
12. **Export Regulation.** Licensee acknowledges that the IGNG System, including any Software, documentation and any related technical data included with, or contained in, such IGNG System, and any products utilizing any such IGNG System, software, documentation, or technical data (collectively, "Regulated Products") may be subject to USA export control laws and regulations, including the Export Administration Regulations for which the Export Control Reform Act of 2018 provides permanent statutory authority, and the International Traffic in Arms Regulations administered by the US Department of State. Licensee shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Regulated Products to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any Regulated Products is prohibited by applicable federal or foreign law.
13. **Assignment.** Licensee may assign this Agreement to an ORION-approved transferee of the franchise and business under the transfer terms and conditions of the Franchise Agreement for this Unit. Licensee may not assign, transfer, sell, or delegate this Agreement or any interest in the IGNG System under any other circumstances. ORION may transfer its interest in this Agreement at its discretion.
14. **Waiver.** ORION's acquiescence in or waiver of any breach by Licensee or failure by Licensee to perform punctually any provision of this Agreement is not a waiver of any other or later breach or failure to perform punctually or of any right or remedy available to ORION under this Agreement.
15. **Governing Law and Amendment.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, except with respect to conflicts of law principles. Disputes will be resolved in a civil proceeding. Trial by jury is waived. Suit shall be

brought in and all actions shall be venued in Sioux Falls, South Dakota, in the U.S. District Court, District of South Dakota, Southern Division, unless such court lacks jurisdiction to hear such suit, in which case suit shall be brought in the state court for Minnehaha County, South Dakota. If any provision of this Agreement is or becomes illegal or unenforceable, it shall be reformed to the least extent necessary to be lawful and enforceable. No exemplary or punitive damages may be sought or awarded, and no claim may be pursued on a class or consolidated basis. This Agreement does not create a fiduciary relationship. ORION owes no implied duties to Licensee. This Agreement shall not be modified or amended except by written agreement executed by the parties.

16. **Independent Contractor.** The parties are independent contracting parties and nothing in this Agreement shall be deemed to make either party an agent, employee or joint venturer of the other party.
17. **Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("Force Majeure"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.
18. **Notices.** Except as otherwise provided herein, any notice or other communication between the parties regarding the matters contemplated by this Agreement may be sent by U.S. mail (first-class, airmail, or express mail), commercial courier, or electronic mail, in each case delivered to the address set forth above for the recipient or at such other addresses as the parties may designate in writing.
19. **Counterparts and Electronic Transactions.** This Agreement or any Quote may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Photocopies, facsimile transmissions, and other reproductions of the executed original (with reproduced signatures) will be deemed original counterparts of this Agreement. The parties expressly consent to electronic transactions. Electronic signatures and electronically transmitted documents are binding, and any signature of this Agreement or any Quote through electronic means shall constitute execution of the Agreement or Quote by such party.
20. **Severability.** If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability without invalidating any of the remaining provisions.
21. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Supplier and Perrigo with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind, including any terms included in or located on a purchase order, invoice, or website, not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

Please indicate your acceptance by signing and returning the copy of this Agreement. You represent and warrant that you are authorized to execute this Agreement for the Licensee.

ORION FOOD SYSTEMS, LLC
("ORION")

("Licensee")

Sig. _____

Sig. _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D

Financial Statements

[SEE ATTACHED]

Orion Food Systems, LLC
Balance Sheets (unaudited)

June 24, 2023

Assets	
Current Assets	
Cash & Cash Equivalents	\$ 5,329,606
Restricted Cash	100,000
Accounts Receivable, net	6,332,707
Inventories, net	9,088,448
Prepaid Expenses	2,326,360
Due From Affiliate	-
Total Current Assets	<u>23,177,122</u>
Property, Plant and Equipment	
Warehouse & Customer	15,123,732
Plant	18,762,551
Transportation	11,357,311
Office	4,747,259
Accumulated Depreciation	<u>(32,717,903)</u>
Total Property, Plant and Equipment	17,272,949
Goodwill, net	989,200
Intangible Assets, net	3,033,333
Advance to Parent Company	<u>25,260,592</u>
Total Long-Term Assets	29,283,125
Total Assets	<u>\$ 69,733,196</u>
Liabilities and Member's Equity	
Current Liabilities	
Accounts Payable	\$ 4,537,315
Current Portion of Long-Term Debt, net	43,298,195
Current Portion of Capital Leases	877,647
Accrued Payables	1,302,552
Accrued Liabilities	5,160,213
Due to Affiliate	12,271,233
Income Tax Payable	<u>231,822</u>
Total Current Liabilities	67,678,977
Long-Term Debt, Less Current Portion	
Term Loans	-
Revolving Line of Credit	-
Deferred Financing, net	<u>-</u>
Total Long-Term Debt, net	-
Capital Leases, Less Current Portion	<u>3,838,460</u>
Total Long Term Liabilities	<u>3,838,460</u>
Total Liabilities	<u>71,517,437</u>
Member's Equity	
Contributed Capital	15,025,000
Retained Earnings	<u>(16,809,242)</u>
Total Member's Equity	<u>(1,784,242)</u>
Total Liabilities and Member's Equity	<u>\$ 69,733,196</u>

Orion Food Systems, LLC
Statements of Operations (unaudited)

	Fiscal Year to Date For the Period Ended June 24, 2023
Sales	
Franchise	\$ 24,428,478
Private Label	5,321,257
Total Sales	<u>29,749,735</u>
Cost of Sales	
Franchise	12,349,802
Private Label	4,679,935
Other	1,456,720
Total Cost of Sales	<u>18,486,456</u>
Gross Profit	
Franchise	12,078,676
Private Label	641,322
Other	(1,456,720)
Total Gross Profit	<u>11,263,278</u>
Gross Margin	
Franchise	49.4%
Private Label	12.1%
Total Gross Margin	<u>37.9%</u>
Operating Expense	
Franchise Business	1,505,781
Warehouse	947,412
Installation & Equip Warehouse	221,070
Distribution	2,425,516
National Accounts	503,968
Marketing	287,822
R & D	120,539
Administration Plant	59,136
Administration	3,239,803
Management Fees	93,188
Total Operating Expenses	<u>9,404,234</u>
Operating Income/Loss	1,859,045
Amortization	(281,533)
Interest	(1,641,942)
Other	(7,934)
NET INCOME BEFORE TAXES	<u>(72,365)</u>
Income Tax	9,267
NET INCOME/(LOSS)	<u>\$ (63,098)</u>
Adjusted EBITDA	
Interest	\$ 1,641,942
Depreciation	894,551
Amortization	281,533
Income Tax	(9,267)
Management Fee	93,188
Severance	114,478
Sale/Purchase of Companies	-
Other Addbacks	353,894
Adjusted EBITDA	<u>\$ 3,307,220</u>

Financial Statements and Independent Auditor's Report

Orion Food Systems, L.L.C.

March 25, 2023, March 26, 2022 and March 27, 2021

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Independent Auditor's Report

To the Board of Directors
Orion Foods Systems, L.L.C.
Sioux Falls, South Dakota

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of Orion Foods Systems, L.L.C. (a South Dakota Limited Liability Company) (the Company), which comprise the balance sheets as of March 25, 2023, March 26, 2022, and March 27, 2021, and the related statements of operations, member's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Company as of March 25, 2023, March 26, 2022, and March 27, 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Eide Bailly LLP

Sioux Falls, South Dakota
May 12, 2023

FINANCIAL STATEMENTS

Orion Food Systems, L.L.C.

BALANCE SHEETS

(In thousands)

	<u>March 25, 2023</u>	<u>March 26, 2022</u>	<u>March 27, 2021</u>
ASSETS			
Current assets			
Cash and cash equivalents	\$ 5,161	\$ 118	\$ 423
Restricted cash	100	260	260
Accounts receivable, net	6,136	7,560	4,715
Inventories	8,846	7,221	5,174
Prepaid expenses	969	823	943
Total current assets	<u>21,212</u>	<u>15,982</u>	<u>11,515</u>
Property, plant and equipment, net	15,218	18,700	16,403
Finance lease right-of use assets	2,525	-	-
Intangible assets, net	3,150	3,617	4,083
Goodwill, net	1,154	1,813	2,473
Advance to parent company	25,253	25,207	25,190
Total assets	<u>\$ 68,512</u>	<u>\$ 65,319</u>	<u>\$ 59,664</u>
LIABILITIES AND MEMBER'S DEFICIT			
Current liabilities			
Accounts payable	\$ 12,962	\$ 11,213	\$ 7,518
Accrued expenses	5,558	3,050	4,038
Current portion of finance/capital lease obligations	832	980	733
Current portion of long-term debt	3,945	500	500
Income taxes payable	244	-	-
Total current liabilities	<u>23,541</u>	<u>15,743</u>	<u>12,789</u>
Long-term debt, less current portion and unamortized debt issuance costs	42,605	48,624	46,328
Finance/capital lease obligations, less current portion	4,087	5,002	3,578
Total liabilities	<u>70,233</u>	<u>69,369</u>	<u>62,695</u>
Member's deficit			
Contributed capital	15,025	15,025	15,025
Accumulated deficit	(16,746)	(19,075)	(18,056)
Total member's deficit	<u>(1,721)</u>	<u>(4,050)</u>	<u>(3,031)</u>
Total liabilities and member's deficit	<u>\$ 68,512</u>	<u>\$ 65,319</u>	<u>\$ 59,664</u>

The accompanying notes are an integral part of these financial statements.

Orion Food Systems, L.L.C.
STATEMENTS OF OPERATIONS
(In thousands)

	Year ended March 25, 2023	Year ended March 26, 2022	Year ended March 27, 2021
Net sales	\$ 161,585	\$ 129,199	\$ 94,585
Cost of sales	<u>112,946</u>	<u>90,703</u>	<u>60,507</u>
Gross margin	48,639	38,496	34,078
Operating expenses			
Selling and distribution expenses	23,521	23,369	19,917
General and administration expenses	15,188	9,590	9,449
Amortization of intangible assets and goodwill	1,126	1,126	1,126
Management fees and other	<u>373</u>	<u>373</u>	<u>311</u>
Total operating expenses	<u>40,208</u>	<u>34,458</u>	<u>30,803</u>
Income from operations	8,431	4,038	3,275
Other income (expense)			
Interest expense	(5,850)	(5,052)	(5,418)
Other income (expense), net	<u>(8)</u>	<u>(5)</u>	<u>24</u>
Income (loss) before income taxes	2,573	(1,019)	(2,119)
Income tax expense	<u>(244)</u>	<u>-</u>	<u>-</u>
Net income (loss)	<u>\$ 2,329</u>	<u>\$ (1,019)</u>	<u>\$ (2,119)</u>

The accompanying notes are an integral part of these financial statements.

Orion Food Systems, L.L.C.

STATEMENTS OF MEMBER'S EQUITY (DEFICIT)

(In thousands)

	Contributed Capital	Accumulated Deficit	Total Member's Equity (Deficit)
Balance at March 28, 2020	\$ 15,025	\$ (15,937)	\$ (912)
Net loss	-	(2,119)	(2,119)
Balance at March 27, 2021	15,025	(18,056)	(3,031)
Net loss	-	(1,019)	(1,019)
Balance at March 26, 2022	15,025	(19,075)	(4,050)
Net income	-	2,329	2,329
Balance at March 25, 2023	\$ 15,025	\$ (16,746)	\$ (1,721)

The accompanying notes are an integral part of these financial statements.

Orion Food Systems, L.L.C.

STATEMENTS OF CASH FLOWS

(In thousands)

	Year ended March 25, 2023	Year ended March 26, 2022	Year ended March 27, 2021
Cash flows from operating activities			
Net income (loss)	\$ 2,329	\$ (1,019)	\$ (2,119)
Adjustments to reconcile net income (loss) to net cash provided by operating activities			
Depreciation	2,848	4,917	4,108
Amortization of right-of-use assets	895	-	-
Amortization of intangibles and goodwill	1,126	1,126	1,126
Amortization of deferred financing costs	425	396	382
Gain on disposal of property, plant and equipment	(42)	(39)	(35)
Changes in operating assets and liabilities			
Accounts receivable, net	1,423	(2,845)	770
Inventories	(1,622)	(2,040)	863
Prepaid expenses	(145)	120	(336)
Accounts payable	1,885	3,561	(1,037)
Accrued expenses	2,508	(988)	2,025
Income taxes payable	244	-	-
Net cash provided by operating activities	11,874	3,189	5,747
Cash flows from investing activities			
Purchases of property, plant and equipment	(2,951)	(4,684)	(3,204)
Proceeds from sale of property, plant and equipment	108	96	129
Net cash used in investing activities	(2,843)	(4,588)	(3,075)
Cash flows from financing activities			
Payments on long-term debt	(500)	(500)	(1,650)
Borrowings on revolving credit facility	1,500	4,000	3,100
Payments on revolving credit facility	(4,000)	(1,500)	(5,000)
Payments for deferred financing costs	-	(100)	-
Advance to parent company	(46)	(17)	(27)
Principal payments on finance/capital lease obligations	(1,102)	(789)	(529)
Net cash (used in) provided by financing activities	(4,148)	1,094	(4,106)
Net increase (decrease) in cash and cash equivalents and restricted cash	4,883	(305)	(1,434)
Cash and cash equivalents and Restricted cash			
Beginning of period	378	683	2,117
End of period	\$ 5,261	\$ 378	\$ 683
Reconciliation of Cash and cash equivalents and Restricted cash			
Cash and cash equivalents	\$ 5,161	\$ 118	\$ 423
Restricted cash	100	260	260
Cash and cash equivalents and Restricted cash	\$ 5,261	\$ 378	\$ 683
Supplemental cash flow information			
Cash paid for interest	\$ 5,349	\$ 4,663	\$ 5,054
Cash paid for income taxes	-	-	-
Supplemental schedule of noncash financing activities			
Property, plant and equipment acquired through finance/capital leases	\$ 38	\$ 2,460	\$ 1,880
Property, plant and equipment in accounts payable	119	254	121

The accompanying notes are an integral part of these financial statements.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Orion Food Systems, L.L.C. (the “Company”) is a subsidiary of Orion Food Systems Holdings, L.L.C., and is a franchisor and licensor of retail food service concepts and manufactures and distributes products for sale in retail food service locations under its own brands as well as for others. Additionally, the Company manufactures food products for sale by others under private label, licensing and contract manufacturing agreements. Under a franchise agreement, a franchisee is allowed to use the products, recipes and trademarks of the Company. There is no revenue derived from a franchise agreement, revenue is primarily derived from the sale of food products. Additionally, there are no commitments or obligations resulting from a franchise agreement. The Company had 953 independently owned franchisees as of March 25, 2023, 1,037 at March 26, 2022 and 1,084 at March 27, 2021.

The summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

Cash and Cash Equivalents

The Company considers all highly liquid financial instruments with initial maturities of three months or less when purchased to be cash equivalents. Cash balances held at financial institutions may be in excess of federal insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250 per depositor, per insured bank, for each account ownership category. The Company had \$5,753 at March 25, 2023, \$599 at March 26, 2022 and \$1,232 at March 27, 2021 in excess of FDIC-insured limits.

Restricted Cash

The Company is required to establish an account in the amount of \$100 to serve as collateral for its commercial credit cards.

Accounts Receivable

Trade accounts receivable are recorded at the invoiced amount and bear interest on past due amounts. Interest is charged at 18% and is recorded as collected. Standard franchisee credit terms are net ten days from receipt of delivery of food products and supplies. Typically for equipment, a deposit equal to 50% of the total equipment charge is due at the time of signing the agreement, another 40% of the total is due before shipping and the remaining is due within ten days after the installation date. Non-franchisee customers have varying credit terms, ranging from net ten days to net thirty days. Management determines the allowance for doubtful accounts based on an estimate of amounts considered uncollectible and historical collection experience. On a continuing basis, management analyzes delinquent receivables, and once these receivables are determined to be uncollectible, they are written off against the allowance. The allowance for doubtful accounts was \$9 at March 25, 2023, \$8 at March 26, 2022 and \$5 at March 27, 2021.

Inventories

Inventories consist of raw materials, finished goods held for resale and equipment, and are stated at the lower of cost or net realizable value, with cost determined on the average cost method which approximates the first-in, first-out (“FIFO”) basis. The Company records an allowance for excess or obsolete inventories based on specific identification of slow-moving or expired inventory.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Property, Plant and Equipment

Property, plant and equipment are stated at cost and are depreciated using the straight-line method or accelerated methods over their estimated useful lives or over the shorter of the estimated useful lives or lease term of the assets. The estimated useful lives used for computing depreciation are as follows:

	<u>Years</u>
Buildings and improvements	5 to 40
Equipment	2 to 10
Store furniture and fixtures	2 to 5
Automobiles	2 to 4
Tractors, trailers and copiers under capital leases	3 to 10

Major renewals or betterments are capitalized, while repair and maintenance expenditures are charged to operations as incurred. The cost and related accumulated depreciation of property, plant and equipment sold or disposed of are eliminated from their respective accounts, and the resulting gain or loss is included in operations.

Intangible Assets

Intangible assets include trademark/tradenames and franchise agreements. The intangible assets are amortized using the straight-line method over their estimated useful lives as described in Note D.

Long-Lived Assets Impairment Assessments

The Company evaluates the carrying value of its long-lived assets whenever events or circumstances indicate the carrying value of assets may exceed their recoverable amounts. For long-lived assets, this evaluation is based on the expected future undiscounted operating cash flows of the related assets. If an asset, which is expected to be held and used, is determined to be impaired, the asset would be written down to its fair market value based on the present value of the discounted cash flows related to such asset or other indicators of fair value. There was no impairment of long-lived assets for any period presented.

Goodwill

Goodwill is the excess purchase price over the fair market value of assets acquired in business combinations at the date of acquisition. The Company has elected to amortize goodwill on a straight-line basis over 10 years. In addition, the Company evaluates goodwill for impairment on a total entity basis upon the occurrence of one or more triggering events.

Deferred Financing Costs

Debt issuance costs incurred in connection with obtaining financing are deferred and amortized over the term of the related financing agreement using the effective interest method. Deferred financing costs are included within long-term debt on the balance sheets and amortization of deferred financing costs is included as a component of interest expense in the statements of operations.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Revenue Recognition

The Company accounts for customer revenues under Accounting Standards Codification (ASC) 606, Revenue from Contracts with Customers. Revenue is primarily derived from the sale of food products. Sales of food products, equipment and operating supplies are recognized at the time the product is received by the customer, at either shipping point or destination depending on agreed upon terms. Sales and use taxes billed to customers are recorded on a net basis in the statements of operations. Installation fees received in connection with the establishment of a franchise are recognized when internal training and other obligations relating to the sale are satisfied by the Company. There are no ongoing franchise or service fees.

Provisions for estimated customer discounts, estimated returns, and other customer rebates are recognized as a reduction in revenue in the same period the related sales are recorded. The contract liability for sales returns and other customer rebates is estimated based upon the Company's historical experience.

The following table provides information about receivables and contract liabilities from contracts with customers:

	March 25, 2023	March 26, 2022	March 27, 2021	March 28, 2020
Trade Accounts Receivable	\$ 6,023	\$ 7,418	\$ 4,523	\$ 4,983
Liability for customer rebates, included in Accrued liabilities	\$ 1,156	\$ 1,319	\$ 746	\$ 837
Customer Prepayments included in Accrued liabilities	\$ 372	\$ 108	\$ 225	\$ 129

Store Opening Costs

Expenditures for the initial set-up and training of staff in connection with opening a store are expensed as incurred.

Advertising Costs

The Company expenses advertising costs as incurred. Advertising costs were \$332, \$163 and \$226 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. Advertising costs are included as a component of selling and distribution expenses in the statements of operations.

Research and Development Costs

Research and development costs are expensed as incurred. Research and development costs of \$442, \$336 and \$460 are included within general and administration expenses in the statements of operations for the years ended March 25, 2023, March 26, 2022 and March 27, 2021.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Shipping and Handling Costs

Amounts billed separately to customers for shipping and handling are included within revenue and the related shipping and handling cost are included within cost of sales in the statements of operations. Shipping and handling costs not billed separately to customers are included in selling and distribution expenses in the statements of operations. Shipping and handling costs in cost of sales were \$145, \$108 and \$101 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. Shipping and handling costs included within selling and distribution expenses were \$10,082, \$9,870 and \$8,157 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021.

Income Taxes

The Company is included in the consolidated federal and state tax returns of Orion Food Systems Holdings, L.L.C.

Orion Food Systems Holdings, L.L.C. follows the asset and liability method of accounting for income taxes whereby deferred tax assets and deferred tax liabilities are recognized for the effects of taxable temporary differences. Temporary differences are the differences between the reported amounts of assets and liabilities and their tax bases. The deferred taxes, income tax receivable (liability) and related benefit (expense) are reflected in the financial statements as if the Company filed federal and state tax returns separately from the consolidated group. There is no reserve for uncertain tax positions recorded on the Company's financial statements as of March 25, 2023, March 26, 2022 and March 27, 2021.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

New Accounting Pronouncements

Effective March 27, 2022, the Company adopted the new lease accounting guidance in Accounting Standards Update No. 2016-02, Leases (Topic 842). The Company elected to apply the guidance as of March 27, 2022, the beginning of the adoption period. The comparative financial information and disclosures presented are in accordance with the legacy standard, ASC 840. The standard requires the recognition of right-of-use assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the statement of operations as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. The Company has elected the package of practical expedients permitted in ASC Topic 842. Accordingly, the Company accounted for its existing leases as either finance or operating lease under the new guidance, without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether classification of the operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in ASC Topic 842 at lease commencement. The adoption of the standard resulted in separate presentation of finance lease right-of-use assets in the balance sheet. The adoption of the new standard did not materially impact the Company's Statements of Operations or Statements of Cash Flows. See Note H for further disclosure of the Company's lease contracts.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – Continued

Subsequent Events

The Company evaluated its March 25, 2023 financial statements for subsequent events through May 12, 2023, the date the financial statements were available to be issued. The Company is not aware of any subsequent events which would require recognition or disclosure in the financial statements.

NOTE B – INVENTORIES

Inventories consist of the following:

	<u>March 25, 2023</u>	<u>March 26, 2022</u>	<u>March 27, 2021</u>
Raw materials	\$ 1,584	\$ 1,727	\$ 915
Finished goods	5,337	4,419	3,188
Equipment	2,067	1,357	1,114
Inventory reserves	(142)	(282)	(43)
	<u>\$ 8,846</u>	<u>\$ 7,221</u>	<u>\$ 5,174</u>

NOTE C – PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment consist of the following:

	<u>March 25, 2023</u>	<u>March 26, 2022</u>	<u>March 27, 2021</u>
Buildings and improvements	\$ 6,835	\$ 6,115	\$ 6,115
Equipment	23,426	21,919	17,703
Store furniture and fixtures	8,118	9,448	9,427
Automobiles	990	1,345	1,342
Tractors, trailers and copiers under capital leases	-	10,521	8,103
	<u>39,369</u>	<u>49,348</u>	<u>42,690</u>
Less accumulated depreciation	<u>(24,151)</u>	<u>(30,648)</u>	<u>(26,287)</u>
	<u>\$ 15,218</u>	<u>\$ 18,700</u>	<u>\$ 16,403</u>

Total depreciation expense was \$2,848, \$4,917 and \$4,108 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE D – GOODWILL AND INTANGIBLE ASSETS

Trademarks/tradenames and franchise agreements

Intangible assets are amortized using the straight-line method. Amortization expense was \$467, \$467 and \$467 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021.

	March 25, 2023		
	Trademarks/ tradenames	Franchise agreements	Total intangible assets
Weighted average useful life	15 Years	15 Years	
Gross carrying value	\$ 3,300	\$ 3,700	\$ 7,000
Accumulated amortization	(1,815)	(2,035)	(3,850)
Accumulated impairment	-	-	-
Book value	<u>\$ 1,485</u>	<u>\$ 1,665</u>	<u>\$ 3,150</u>
	March 26, 2022		
	Trademarks/ tradenames	Franchise agreements	Total intangible assets
Weighted average useful life	15 Years	15 Years	
Gross carrying value	\$ 3,300	\$ 3,700	\$ 7,000
Accumulated amortization	(1,595)	(1,788)	(3,383)
Accumulated impairment	-	-	-
Book value	<u>\$ 1,705</u>	<u>\$ 1,912</u>	<u>\$ 3,617</u>
	March 27, 2021		
	Trademarks/ tradenames	Franchise agreements	Total intangible assets
Weighted average useful life	15 Years	15 Years	
Gross carrying value	\$ 3,300	\$ 3,700	\$ 7,000
Accumulated amortization	(1,375)	(1,542)	(2,917)
Accumulated impairment	-	-	-
Book value	<u>\$ 1,925</u>	<u>\$ 2,158</u>	<u>\$ 4,083</u>

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE D – GOODWILL AND INTANGIBLE ASSETS – Continued

Goodwill

The Company has elected a policy to amortize its existing goodwill over 10 years, and to evaluate goodwill impairment on a total entity basis. Total amortization expense was \$659, \$659 and \$660 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. The amounts and accumulated amortization of goodwill are as follows:

	March 25, 2023	March 26, 2022	March 27, 2021
Goodwill	\$ 6,595	\$ 6,595	\$ 6,595
Accumulated amortization	(5,441)	(4,782)	(4,122)
Accumulated impairment	-	-	-
Goodwill, net	<u>\$ 1,154</u>	<u>\$ 1,813</u>	<u>\$ 2,473</u>

At March 25, 2023 future estimated amortization expense related to goodwill and intangible assets, by fiscal year, are as follows:

2024	\$ 1,126
2025	961
2026	467
2027	467
2028	467
Thereafter	816
Total	<u>\$ 4,304</u>

NOTE E – FINANCING ARRANGEMENTS

Long-term debt consists of the following:

	March 25, 2023	March 26, 2022	March 27, 2021
Term Loan	\$ 46,975	\$ 47,475	\$ 47,975
Revolving Credit Facility	-	2,500	-
Deferred financing costs, net	(425)	(851)	(1,147)
	<u>46,550</u>	<u>49,124</u>	<u>46,828</u>
Less current maturities of long-term debt	<u>(3,945)</u>	<u>(500)</u>	<u>(500)</u>
Total long-term debt	<u>\$ 42,605</u>	<u>\$ 48,624</u>	<u>\$ 46,328</u>

Orion Food Systems Holdings, L.L.C. executed a financing agreement on April 1, 2019 and amended this agreement on March 15, 2022 with a lender consisting of a term loan in the amount of \$50,000 and a revolving credit facility in a principal amount not to exceed \$7,000. This financing agreement is collateralized by substantially all assets of Orion Food Systems Holdings, L.L.C. and its subsidiaries and contains covenants that requires Orion Food Systems Holdings, L.L.C. to maintain certain financial levels and ratios. As of March 25, 2023, the Company was in compliance with these financial levels and ratios. In accordance with the terms of the financing arrangement, this term loan and revolving credit facility have been pushed down to Orion Food Systems, L.L.C.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

The term loan is payable in quarterly installments of \$125 beginning June 28, 2019 until maturity on April 1, 2024. Interest on the term loan is variable and was 11.57% at March 25, 2023. The term loan agreement requires an annual prepayment of 50% of the Company's excess cash flow until the term loan is repaid in full as defined in the agreement. Each mandatory prepayment is due 5 days following the delivery of the audited financial statements to the lender for the prior fiscal year. The mandatory prepayments are to be applied to the outstanding balance of the term loan. There is a mandatory prepayment of \$3,445 due as of March 25, 2023.

Interest on the revolving credit facility is variable and was 11.57% at March 25, 2023. Any amounts outstanding on the revolving credit agreement are due in full on April 1, 2024. There was no balance outstanding on the revolving credit agreement as of March 25, 2023, and an amount available of \$7,000.

Scheduled maturities of this financing agreement, by fiscal year, are as follows:

2024	\$	3,945
2025		43,030
Total	\$	<u>46,975</u>

NOTE F – INCOME TAXES

Components of the net deferred tax assets and liabilities at March 25, 2023, March 26, 2022 and March 27, 2021 are as follows:

	2023	2022	2021
Deferred tax assets (liabilities)			
Net operating loss carryforwards	\$ 560	\$ 2,087	\$ 3,743
Intangible assets	(10)	(10)	(23)
Goodwill	543	491	446
Prepaid expenses	(222)	(208)	(236)
Property, plant and equipment	(1,112)	(372)	(1,386)
Accrued compensation and benefits	15	90	50
Allowance for excess or obsolete inventories	80	107	37
Other	97	625	120
Transaction costs	324	362	397
Valuation allowance	(275)	(3,172)	(3,148)
	\$ -	\$ -	\$ -

Income tax expense was \$244, \$0 and \$0 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. At March 25, 2023, the Company had net operating loss carryforwards for U.S. federal income tax purposes of \$2,234. A portion of these net operation loss carryforwards will expire during fiscal years 2035 through 2037. A valuation allowance has been recorded with respect to net deferred tax assets, including net operating loss carryforwards, as future realization of benefits is uncertain.

The Company is subject to income taxes in the U.S. federal jurisdiction and various state jurisdictions and evaluates its income tax positions on an annual basis. Management has determined that there are no uncertain tax positions requiring disclosure at March 25, 2023, March 26, 2022 and March 27, 2021. The policy of the Company is to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in income tax expense. During the years ended March 25, 2023, March 26, 2022 and March 27, 2021, the Company did not recognize any expense for interest and penalties on uncertain tax positions.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE G – EMPLOYEE BENEFIT PLANS

Defined Contribution 401(k) Plan

The Company has a defined contribution 401(k) plan available to all employees meeting the plan's eligibility requirements. The plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Contributions are made by participating employees and at the option of the Company. Participants may contribute up to 100% of their eligible monthly compensation, subject to annual IRS limitations. The Company makes a matching contribution equal to 50% of participating employee contributions on a maximum of 8%. As defined in the plan document, the Company may also make discretionary matching contributions to the plan. The Company expensed matching contributions of \$168, \$156 and \$128 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021.

NOTE H – LEASES

Finance Leases

The Company leases certain tractors, trailers and office equipment under finance lease agreements. The tractor and trailer leases have original terms that range from 5 to 10 years, while the office equipment agreements have terms of 5 years. The weighted average interest rate on finance leases was 9.89% at March 25, 2023. Future minimum lease payments required under these finance leases as of March 25, 2023, by fiscal year, are as follows:

2024	\$	1,280
2025		1,098
2026		1,101
2027		714
2028		537
Thereafter		<u>1,868</u>
Total	\$	6,598
Less amounts representing interest		<u>(1,679)</u>
Present value of net minimum lease payments	\$	4,919
Current portion of finance lease obligations		<u>(832)</u>
Finance lease obligation, less current portion	\$	<u>4,087</u>

Accumulated amortization on equipment under finance leases at March 25, 2023, March 26, 2022 and March 27, 2021 was \$8,034, \$7,139 and \$5,378. Amortization expense is included within depreciation expense and is recorded in the statements of operations based on the nature of the asset. Amortization expense on equipment under finance leases for the year ended March 25, 2023 was \$895 and interest expense related to finance lease liabilities was \$558 for the year ended March 25, 2023.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE H – LEASES – Continued

Capital Leases

Future minimum lease payments required under these finance leases as of March 26, 2022, by fiscal year, were as follows:

2023	\$	1,533
2024		1,393
2025		1,092
2026		1,095
2027		699
Thereafter		<u>2,387</u>
Total	\$	8,199
Less amounts representing interest		<u>(2,217)</u>
Present value of net minimum lease payments	\$	5,982
Current portion of capital lease obligations		<u>(980)</u>
Capital lease obligation, less current portion	\$	<u><u>5,002</u></u>

Lease Expense

The Company has elected the short-term lease exemption for all leases with a term of 12 months or less for both existing and ongoing operating leases to not recognize the asset and liability for these leases. Lease payments for short-term leases are recognized on straight-line basis.

The Company incurs variable costs related to the tractors and trailers acquired by finance leases and will also lease equipment on a short-term basis as needed. Previously, the Company would lease certain tractors through month-to-month operating leases. Lease expense was \$702, \$513 and \$760 for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. There are no future minimum rental payments under non-cancelable operating leases as of March 25, 2023.

NOTE I – COMMITMENTS AND CONTINGENCIES

Purchase Commitments

At March 25, 2023, the Company has commitments to purchase raw materials and equipment totaling \$2,229 with certain vendors during the year ending March 30, 2024. The Company has also entered into a naming rights agreement for \$25 annually through 2026.

Litigation, Disputes and Claims

The Company is involved in various legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial position, statements of operations or cash flows.

Orion Food Systems, L.L.C.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

March 25, 2023, March 26, 2022 and March 27, 2021

(In thousands)

NOTE J – RELATED PARTY TRANSACTIONS

The Company has common ownership with Land Mark Products, Inc (LMI). The Company and LMI sell inventory to each other at manufactured cost. The Company had sales of \$19,100 and \$13,253 to LMI for the years ended March 25, 2023 and March 26, 2022, and none for the year ended March 27, 2021. The Company had purchases approximating \$37,861, \$27,065 and \$2,384 from LMI for the years ended March 25, 2023, March 26, 2022 and March 27, 2021. As of March 25, 2023, March 26, 2022 and March 27, 2021, the Company had trade payables due to LMI of \$8,124, \$1,916 and \$1,697.

EXHIBIT E

List of Franchisees and Former Franchisees

[SEE ATTACHED]

List of Franchisees

[SEE ATTACHED]

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
AK	Fairbanks	Sourdough Fuel - Farmers Loop (Petro Star)	245 Farmers Loop Road	99712-1402	907-457-4663	Petro Star Inc. / Sourdough Fuel Inc.	Hot Stuff Pizza/Gourmet Grub
AK	Fairbanks	Sourdough Fuel - Danby (Petro Star)	1371 Wembley	99701	907-458-0419	Petro Star Inc. / Sourdough Fuel Inc.	Hot Stuff Pizza/Gourmet Grub
AK	Fairbanks	Sourdough Fuel - Van Horn (Petro Star)	1561 Van Horn	99701	907-456-7798	Petro Star Inc. / Sourdough Fuel Inc.	Hot Stuff Pizza/Gourmet Grub
AK	North Pole	Sourdough Fuel Beaver Brook (Petro Star)	3330 Badger Road	99705-6119	907-488-2894	Petro Star Inc. / Sourdough Fuel Inc.	Hot Stuff Pizza/Gourmet Grub
AK	Seward	Essential 1	1801 Seward Highway	99664	907-224-8041	Shoreside Petroleum, Inc.	Hot Stuff Pizza
AK	Wasilla	Essential 1	2858 East Palmer-Wasilla Highway	99654	907-373-0170	Shoreside Petroleum, Inc.	Hot Stuff Pizza
AL	Alabaster	Chevron Highway 119 (Plus Investments)	7645 Highway 119 South	35007	205-620-1441	Plus Investments / Plus Holding	Hot Stuff Pizza
AL	Atmore	Diamond #6	1322 East Nashville Avenue	36502	251-368-5501	Diamond Gasoline Stations, Inc.	Hot Stuff Pizza
AL	Bessemer	Sprint Mart #2109	2178 Eastern Valley Road	35020	205-425-3678	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
AL	Birmingham	Marathon Lake Shore	200 Frankfurt Circle	35211-7002	205-203-4532	Radhika II, LLC	Hot Stuff Pizza
AL	Birmingham	Marathon Ballpark	1331 1st Avenue North	35203	205-332-7406	NS Crossing LLC	Hot Stuff Pizza
AL	Boligee	Xpress Lane #901	17619 County Road 20	35443	205-336-8080	Mississippi Investment Group, LLC	Hot Stuff Pizza
AL	Butler	GoCo's #1	800 South Mulberry Highway 17	36904-2810	205-459-5775	GOE LTD (GOEO)	Hot Stuff Pizza/Gourmet Grub/Chopz
AL	Centreville	Shell (Cassum)	907 Birmingham Road	35042	205-926-9805	Rabbit Express, Inc.	Hot Stuff Pizza
AL	Chatom	GoCo's #4	17050 Jordan Street	36518-0000	251-847-3858	GOE LTD (GOEO)	Hot Stuff Pizza
AL	Clanton	Exxon Mitchell	942 Lake Mitchell Road	35045-8477	205-755-8811	NAHYAN, Inc.	Hot Stuff Pizza
AL	Clanton	Sunshine Food Mart #2	2646 Lay Dam Road	35045	207-755-0758	NSKS, Inc.	Hot Stuff Pizza
AL	Coffeeville	GoCo's #206	1003 Highway 84	36524	251-276-0090	GOE LTD (GOEO)	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
AL	Cullman	Marathon Cullman (MF Foods)	6381 State Highway 157	35056	256-736-9017	MF Foods, LLC	Hot Stuff Pizza
AL	Dora	Texaco Cresview	7656 Highway 78	35062-2190	205-648-9944	Cresview Foods LLC	Hot Stuff Pizza/Gourmet Grub
AL	Gilbertown	GoCo's #2	13620 Choctaw Avenue	36908	251-843-2100	GOE LTD (GOEO)	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
AL	Greensboro	M and P Marketing	1305 State Street	36744-2014	334-624-0887	M and P Marketing, LLC	Hot Stuff Pizza
AL	Heflin	Sparkle Mart	1010 Almon Street	36264-1728	678-508-8786	AM PM LLC	Hot Stuff Pizza
AL	Holly Pond	Holly Pond Jet Pep #1	10480 US Highway 278	35083	256-796-5450	Holly Pond Jet Pep	Hot Stuff Pizza/Hot Stuff Subs
AL	Jackson	Exxon Uptown	322 Commerce Street	36545	251-246-0027	Exxon Uptown	Hot Stuff Pizza
AL	Kellyton	Exxon Kellyton Express	186 US Highway 280 East	35089-3508	256-234-3285	Smiles Unlimited LLC	Hot Stuff Pizza
AL	Millport	South Lamar Fuel Center	14025 Highway 96	35576-2528	205-662-1010	South Lamar Fuel Center, LLC	Hot Stuff Pizza
AL	Mobile	Bebo's Express #6	6377 Old Shell Road	36608-3208	251-308-8339	Klyce Enterprises, Inc.	Hot Stuff Pizza/Gourmet Grub
AL	Northport	Sprint Mart #4151	1114 Mitt Lary Road	35475-4978	205-210-4302	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
AL	Northport	Watermelon Shell (Cassum)	1200 Union Chapel Road	35473	205-469-6959	Watermelon Express, Inc.	Hot Stuff Pizza
AL	Northport	Northport Shell (Cassum)	3201 McFarland Boulevard	35476	205-333-8090	Northwood Lake Properties, Inc.	Hot Stuff Pizza
AL	Opelika	M&M Grocery	2010 State Highway 169	36804-8755	334-742-9605	R & V, Inc.	Hot Stuff Pizza
AL	Opelika	J&K Foodmart	2420 Lafayette Parkway	36801-2543	334-705-7152	HETVI LLC	Hot Stuff Pizza
AL	Pelham	Chevron Crossroad(Plus Investments)	3229 Highway 52 West	35124	205-621-6448	Plus Investments	Hot Stuff Pizza
AL	Perdido	Diamond #18	21480 County Road 47	36562	251-580-3177	Diamond Gasoline Stations, Inc.	Hot Stuff Pizza/Gourmet Grub/Chix
AL	Ranburne	Country Boys	21030 Main Street	36273	256-568-9600	C & D Enterprises, LLC	Hot Stuff Pizza
AL	Reform	Sprint Mart #4111	101 1st Avenue East	35481	205-375-6301	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
AL	Shelby	Shelby Country Corner	4155 Highway 47 South	35143	205-669-3550	Hemin International, Inc.	Hot Stuff Pizza
AL	Silas	GoCo's #203 Chevron	6165 Highway 17	36919	251-542-9646	GOE LTD (GOEO)	Hot Stuff Pizza/Gourmet Grub
AL	Sweet Water	GoCo's #5	31516 Alabama Highway 10	36782-4938	334-994-3808	GOE LTD (GOEO)	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
AL	Tuscumbia	Sprint Mart #40	21731 Highway 72	35674-6890	256-320-1026	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
AL	Vernon	Vtown Tobacco, LLC	44350 Highway 17	35592	205-557-1087	Vtown Tobacco, LLC	Hot Stuff Pizza
AL	Wedowee	Main Street Food Mart	444 North Main Street	36278	256-357-9170	Jay Brahmani, LLC	Hot Stuff Pizza/Gourmet Grub
AR	Colt	Jordan's Kwik Stop #57	8924 Highway 1 North	72326-8614	870-630-2390	Jordan's Kwik Stop, Inc.	Hot Stuff Pizza
AR	Greenbrier	Circle K Corner Store 641 Highway 65 (Sarn)	641 North Highway 65	72058	501-679-0765	Sarn Holdings / 641 Highway 65 LLC	Hot Stuff Pizza/Gourmet Grub
AR	Hot Springs Village	Circle K Corner Store 3371 Highway 7 (Sarn)	3371 North Highway 7	71909	501-623-3292	Sarn Holdings / 3371 N Highway LLC	Hot Stuff Pizza/Gourmet Grub
AR	Monticello	Circle K Corner Store 274 Highway 425 (Sarn)	274 Highway 425 North	71655	407-375-3536	Sarn Holdings / 274 Hwy 425, LLC	Hot Stuff Pizza/Gourmet Grub
AR	Sherwood	Circle K Corner Store 9250 Brockington Road (Sarn)	9250 Brockington Road	72116	407-375-3536	Sarn Holdings / 9250 Brockington LLC	Hot Stuff Pizza/Gourmet Grub
AZ	Buckeye	Fast Market #8124 (GPM Empire)	1520 North Varrado Way	85396	623-853-8591	GPM Investments, LLC (Empire Petroleum)	Hot Stuff Pizza
AZ	Cornville	Cornville Country Market	9420 Cornville Road	86325	928-639-2982	Cornville Country Market	Hot Stuff Pizza/Smash Hit Deli
AZ	Fort Defiance	Red Mesa Trading Post Sinclair (FLW, La Plata)	Indian Route 12 and Navajo Route 54	86504	928-729-5951	FLW Retailers, LLC	Hot Stuff Kitchen
AZ	Gilbert	Corner Store Convenience Fast Market #8127 (GPM Empire) QWRA II	3171 East Pecos Road	85297-1202	480-988-4138	GPM Investments, LLC (Empire Petroleum)	Hot Stuff Pizza
AZ	Phoenix	Saratoga Market	14600 East Bell Road	85022	480-435-1904	G&V Investments Saratoga	Hot Stuff Pizza
AZ	Phoenix	7th Street Hotspot Café & Market	16220 North 7th Street	85022	602-942-1037	G&V Investments, LLC	Hot Stuff Pizza
AZ	Pine	Texaco Uncle Tom's	4108 Highway 87	85544-1390	928-476-3535	Uncle Toms Shell (Pine, AZ)	Hot Stuff Pizza/Chopz
AZ	San Tan Valley	Fast Market #8141 (GPM Empire)	37657 North Gantzel Road	85140-3162	480-783-3056	GPM Investments, LLC (Empire Petroleum)	Hot Stuff Pizza
CA	El Centro	McNeece Mart #23	478 East Main Street	92243-2620	760-337-2323	McNeece Bros Oil Co	Hot Stuff Pizza/Chopz
CO	Alamosa	Alta #5601 (CF Altitude)	1601 Main Street	81101-2318	303-910-7507	CF Altitude, LLC	Hot Stuff Pizza
CO	Bayfield	Alta #5800 (CF Altitude)	2400 US Highway 160 B	81122	970-884-4094	CF Altitude, LLC	Hot Stuff Pizza
CO	Canon City	Alta #6328 (CF Altitude)	1410 Elm Avenue	81212-4434	719-275-0444	CF Altitude, LLC	Hot Stuff Pizza
CO	Center	Alta #5111 (CF Altitude)	2006 East 8th Street	81125	719-754-2105	CF Altitude, LLC	Hot Stuff Pizza
CO	La Jara	Alta #5320 (CF Altitude)	320 Spruce Street	81140	719-274-4180	CF Altitude, LLC	Hot Stuff Pizza
CO	Monte Vista	Genex Ampride Monte Vista Cooperative	1901 US Highway 160 East	81144-9344	719-852-5181	Monte Vista Cooperative	Hot Stuff Pizza
CO	Sterling	Eagle Convenience #2 (Colorado Retail) (Hwy. 6)	20974 US Highway 6	80751	970-522-8258	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
CO	Wray	Eagle Convenience #6 (Colorado Retail)	233 North Dexter	80758	970-332-0972	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
CO	Yuma	Eagle Convenience #5 (Colorado Retail)	600 East Highway 34	80759-2154	970-848-2107	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
FL	Callahan	Fast Market #8176 (GPM Empire)	542322 US Highway 1	32011-8127	904-879-0480	GPM Investments, LLC (Empire Petroleum)	Hot Stuff Pizza
FL	Edgewater	Shell Edgewater (Kavya)	3300 South Ridgewood Avenue	32141-5920	386-427-9540	Kavya I, LLC	Hot Stuff Pizza/Gourmet Grub
FL	Ocala	Sunoco Ocala Pit Stop	2711 West Silver Springs Boulevard	34475	352-629-6595	Ocala Pit Stop, Inc.	Hot Stuff Pizza/Gourmet Grub
FL	Polk City	Exprezo #115	525 Commonwealth Avenue Southwest	33868	863-874-4671	Polk City Oil, Inc.	Hot Stuff Pizza
FL	Sarasota	Marathon Siesta	6212 Tamiami Trail	34231	941-922-1115	Amaneh Oil, LLC	Hot Stuff Pizza/Gourmet Grub
GA	Adel	Quick Change #8 (Susie Q's)	1006 South Elm Street	31620	229-896-2331	Susie Q's (Henry Enterprises, Inc.)	Hot Stuff Pizza/Gourmet Grub

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
GA	Colquitt	Ron Cam Food Mart	701 North 4th Street	39837	912-758-6070	NIDHI 2018 LLC	Hot Stuff Pizza
GA	Cumming	Mobil Quick Stop	3715 Browns Bridge Road	30028	678-513-0084	Marvik 1 Group, LLC	Hot Stuff Pizza
GA	Dallas	Chevron Bala Food Mart	8806 Cartersville Highway	30132	770-445-5434	Shree Bala, LLC	Hot Stuff Pizza
GA	Fort Gaines	Georgia Giant Foods	204 Eufaula Road	39851-3130	229-768-2921	Vani Pramukh 2017 Inc.	Hot Stuff Pizza
GA	Griffin	AM PM Express	1601 Williamson Road	30224-3932	770-228-4240	Moheb, Inc.	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
GA	Jackson	BP Interstate	3128 Highway 36 West	30233-6107	770-775-1194	Royal BP Corp.	Hot Stuff Pizza
GA	Kennesaw	Swiftly Save	1025 Chastain Road Northwest	30144	678-213-2570	Faiz, LLC	Hot Stuff Pizza
GA	Kennesaw	Kennesaw State University Fifth Third Bank Stadium (Collegiate Concessions)	3200 George Busbee Parkway Northwest	30144	404-262-1800	Collegiate Concessions, LLC	Hot Stuff Pizza
GA	Nashville	Shell Four Guys	405 South Davis Street	31639	229-543-1418	Radhe Nashville, LLC	Hot Stuff Pizza/Gourmet Grub
GA	Unadilla	Reanna Food Mart	991 Second Street	31091-2503	478-627-2703	Kasumbal Food, LLC	Hot Stuff Pizza
GA	Valdosta	Quick Stop #2	2418 Rocky Ford Road	31601-0320	229-269-2199	VHS Corporation	Hot Stuff Pizza/Chix/Chopz
IA	Algona	Chrome Truck Stop, Inc.	211 Highway 18 East	50511-1103	515-295-9191	Chrome Truck Stop, Inc. (Algona, IA)	Hot Stuff Pizza/Chopz/Chix/Gourmet Grub
IA	Avoca	Motel 6	211 West Marty Drive	51521	712-343-6707	Dreams Unlimited, Inc.	Game Time Sports Grill
IA	Dubuque	Kwik Stop #72 - Kerper (Rainbo)	2255 Kerper Boulevard	52001-2219	563-582-8803	Rainbo Oil Company	Hot Stuff Pizza
IA	Dubuque	Kwik Stop #78 - Northwest (Pennsylvania) (Rainbo)	4039 Pennsylvania	52002-2240	563-589-0009	Rainbo Oil Company	Hot Stuff Pizza
IA	Dubuque	Kwik Stop #86 (Twin Valley)	2150 Twin Valley Drive	52003	563-583-8011	Rainbo Oil Company	Hot Stuff Pizza
IA	Dubuque	Family Mart (Kwik Stop)	3201 Central Avenue	52001	563-588-4331	Rainbo Oil Company	Hot Stuff Pizza
IA	Eagle Grove	Cenex Ampride	215 North Commercial	50533	515-603-6412	W&I Cooperative Oil Co.	Hot Stuff Pizza
IA	Eldridge	Big 10 Mart #25 (Molo)	121 South 14th Avenue	52748-0062	563-285-5211	Molo Oil Company	Hot Stuff Pizza
IA	Holstein	A & A Food & Fuel	203 North Main Street	51025	712-368-9663	A & A Food & Fuel, LLC	Hot Stuff Pizza/Paavo's
IA	Kanawha	Yesway #1036	102 North Main	50447	641-762-3240	Yesway Convenience Stores	Hot Stuff Pizza
IA	Larchwood	Wildcat Junction	836 Holder Street	51241-7614	712-477-2121	Cooperative Energy Company	Hot Stuff Pizza/Chopz
IA	Peosta	Kwik Stop #82 (Rainbo)	185 Peosta Street	52068	563-582-2466	Rainbo Oil Company	Hot Stuff Pizza
IA	Renwick	Cenex Renwick Fastway	101 York Avenue	50577	515-824-3400	W&I Cooperative Oil Co.	Hot Stuff Pizza
IA	Rock Valley	Pump N Pak	1004 Main Street	51247-1340	712-476-2983	Sakh, LLC	Hot Stuff Pizza/Gourmet Grub
ID	Arco	NC Quickstop	216 South Front Street	83213	208-527-3402	NC Quickstop LLC	Hot Stuff Pizza/Gourmet Grub
ID	Ashton	Ashton Quick Stop	921 North Highway 20	83420	208-538-9088	Acme, Inc.	Hot Stuff Pizza
ID	Boise	Idaho Ice World Duster's	7072 South Eisenman Road	83716	208-608-7716	City of Boise	Hot Stuff Pizza
ID	Buhl	Oasis Stop N Go #6	102 Clear Lakes Road	83316	208-543-4724	Oasis Stop 'N Go, LLC	Hot Stuff Pizza
ID	Cascade	Harpo's (Intermountain)	823 South Highway 55	83611-1096	208-382-5023	Intermountain Food Stores, Inc	Hot Stuff Pizza/Gourmet Grub
ID	Driggs	Basin Travel Stop #2	1095 North Main	83442	208-354-3110	Basin Travel Stop	Hot Stuff Pizza
ID	Dubois	Phillips 66 Ike's 66	424 West Main Street	83423-0026	208-374-5380	Ike's	Hot Stuff Pizza/Chopz
ID	Firth	Hard Times Quick Stop	220 South Main	83236	208-346-4227	Hard Times Quick Stop, LLC	Hot Stuff Pizza
ID	Idaho Falls	Sunnyside Travel Plaza	3365 Outlet Boulevard	83402	208-525-6055	John C Berry & Sons, Inc.	Hot Stuff Pizza/Gourmet Grub
ID	Idaho Falls	Chevron Country Corner Jrs.	3475 1st Street	83401	208-525-2601	Country Corner Inc.	Hot Stuff Pizza
ID	Mackay	Sammy's Mini Mart / Garden Patch Pizza	318 West Custer Street	83251	208-720-8862	Sammy's Mini Mart LLC	Hot Stuff Pizza/Gourmet Grub/Chopz
ID	Mountain Home	Key Mart Corner Store	2392 Canyon Creek Road	83647-5938	208-580-9922	Key Mart, Inc.	Hot Stuff Pizza
ID	Oakley	Clark's for Shopping, Inc.	100 East Main Street	83346-7700	208-862-3364	Clark's for Shopping, Inc.	Hot Stuff Pizza
ID	Paul	Oasis Stop N Go #15	9 West Ellis	83347	208-438-5314	Oasis Stop 'N Go, LLC	Hot Stuff Pizza
ID	Payette	Campo's Fast & Easy	931 South Main	83661	208-642-2272	Campo Oil Co., Inc.	Hot Stuff Pizza
ID	Pocatello	Bannock County Event Center	10588 Fairgrounds Road	83201-4708	208-237-1340	Bannock County Idaho	Hot Stuff Pizza
ID	Potlatch	Cenex Four Star Supply Potlatch	120 6th Street	83855	208-875-1251	Four Star Supply, Inc.	Hot Stuff Pizza
ID	Salmon	Texaco Buddy's	609 Riverfront Drive	83467	208-756-3630	Everette Jones dba Buddy's Texaco	Hot Stuff Pizza
ID	Shelley	The Food Plaza	174 North State	83274-1139	208-357-5152	Hard Times Quick Stop, LLC	Hot Stuff Pizza
ID	Twin Falls	Oasis Stop N Go #4	659 Addison Avenue West	83301	208-733-4476	Oasis Stop 'N Go, LLC	Hot Stuff Pizza
ID	Weston	Woodward's Country Store	42 East Depot	83286	208-747-3373	Woodward's Country Store Corp.	Hot Stuff Pizza
IL	Anna	Rhodes 101 #410	148 Leigh Avenue	62906-2202	618-833-5433	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
IL	Arenzville	Ayerco #32 Convenience Center	205 South Henrietta Street	62611-3559	217-997-5560	Illinois Ayers Oil Co.	Hot Stuff Pizza
IL	Astoria	Fast Track / Astoria Food Mart	304 West Broadway	61501	309-329-2929	Astoria Food Mart, Inc.	Hot Stuff Pizza
IL	Dallas City	Dallas City BP	237 West 3rd Street	62330-1162	217-852-3210	Third Street Mart, Inc.	Hot Stuff Pizza/Smash Hit Subs
IL	Davis	Shell Express Lane Gas & Food	504 Route 75	61019	815-865-5312	Johnson Oil dba Expresslane Gas & Food Mart	Hot Stuff Pizza
IL	East Dubuque	Big 10 Mart #6 (Molo)	448 Sinsinawa Ave	61025-1428	815-747-2313	Molo Oil Company	Hot Stuff Pizza
IL	East Moline	Big 10 Mart #21 (Molo)	1301 13th Avenue	61244-1741	309-755-4315	Molo Oil Company	Hot Stuff Pizza
IL	Edwardsville	Southern Illinois University Morris University Center	7005 South University Drive	62026-0001	618-650-3255	Southern Illinois University Board of Trustees	Paavo's
IL	Grafton	Amoco Food Shop	200 East Main Street	62037-1123	618-786-3417	Medford Oil Co	Hot Stuff Pizza
IL	Joliet	BP	1415 Plainfield Road	60435	815-729-1420	Joliet Petroleum, Inc.	Hot Stuff Pizza
IL	Morton	Morton Food Mart	1800 North Morton Street	61550-1414	847-650-1398	Morton Food Mart, Inc.	Hot Stuff Pizza
IL	Naperville	Brookdale Petroleum	1983 Brookdale Road	60563-2077	630-416-4569	Brookdale Petroleum, Inc.	Hot Stuff Pizza
IL	White Hall	Scottys Convenience	201 South Main Street	62092	217-374-2421	Scottys Convenience Inc	Hot Stuff Pizza
IN	Clayton	Marathon Belleville	1766 East US Highway 40	46118	317-539-6818	Nanak Durbar Corporation	Hot Stuff Pizza
IN	Elkhart	Mobil Jim Town	2906 County Road 20	46517-9749	574-333-2265	SUN Midwest Petroleum, Inc.	Hot Stuff Pizza
IN	Elkhart	Bulldog Crossing	750 County Road 15	46516	574-520-1019	Punjab Group Capital Inc.	Hot Stuff Pizza
IN	Flora	75 Maramart	508 West Columbia	46929	574-967-4830	Maracor, Inc.	Hot Stuff Pizza
IN	Fort Wayne	Mac Food Mart (Goshen Road)	4136 West Washington Center Road	46818	260-740-33533	Mcintosh Energy	Hot Stuff Kitchen
IN	Granger	SM Capital Express	14010 East Cleveland Avenue	46530-9667	574-520-1019	Punjab Group Capital Inc.	Hot Stuff Pizza
IN	Howe	Family Pantry (Onkar Singh)	5450 North State Road 9	46746	260-562-6929	S and J Petroleum, Inc.	Hot Stuff Pizza
IN	Indianapolis	BP Kentucky Avenue	4375 Kentucky Avenue	46221	347-247-5385	Five Star Oil Inc.	Hot Stuff Pizza
IN	Indianapolis	BP Holt Road	1201 South Holt Road	46241	317-982-7825	MSB Oil, Inc.	Hot Stuff Kitchen
IN	Martinsville	Marathon Food Mart	3400 Old State Road 37 North	46151	765-318-8041	Murali Corporation	Hot Stuff Pizza
IN	Middlebury	Snappy Food Mart	53031 State Road 13	46540	574-532-7585	BOM Petroleum Incorporated	Hot Stuff Pizza
IN	New Carlisle	L and C Food Shop	820 West Michigan Street	46552	575-654-0055	L and C Food Shop, Inc.	Hot Stuff Kitchen
IN	New Paris	BP 6 & 15 Convenience Store SB21	72025 State Highway 15	46553	347-596-6509	SB21, Inc.	Hot Stuff Pizza

List of Franchise Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
IN	North Liberty	S&R Lucky Mart	203 North Main Street	46554	574-656-3638	S&R Lucky Mart	Hot Stuff Pizza
IN	Osceola	Smith Food Mart	30949 Old US Highway 33	46561	574-674-0078	RPM Smith Food Mart, Inc.	Hot Stuff Pizza
IN	Plainfield	Plainfield Oil	1101 West Main Street	46168-9406	317-406-3490	MSB Oil, Inc.	Hot Stuff Pizza
IN	Sandborn	Helee Three Inc.	15209 N St Rd 67	47578	812-694-8436	Hellee Three Inc.	Hot Stuff Pizza
IN	Sellersburg	7 Star Food Mart	492 North Indiana Avenue	47172	812-246-0478	Radhey Krishna Inc.	Hot Stuff Pizza
IN	South Bend	Country Cupboard	26395 State Road 2	46619	574-287-1990	BBB Petroleum	Hot Stuff Pizza
IN	South Bend	SM Gas	26499 US Highway 20	46628	574-404-2948	SM Gas, Inc.	Hot Stuff Pizza
IN	South Bend	Hoosier Spot #1	2302 South Michigan Steeet	46614	574-304-1074	JSS Oil, Inc. / GND #1 Inc.	Hot Stuff Kitchchen
IN	Spencer	Junction Mart	4517 Estes Road	47460	812-828-1100	Jay Laxmi, Inc.	Hot Stuff Pizza
IN	Wakarusa	Wakarusa Petroleum	914 East Waterford Street	46573	574-862-1500	Wakarusa Petroleum, Inc.	Hot Stuff Pizza
IN	Worthington	Express Mart	203 South Commercial	47471	812-384-5878	Shivaay #1	Hot Stuff Pizza
KS	Colby	Oasis Travel Plaza	700 West Horton Avenue	67701-3746	785-460-0044	WWWVW Inc. Oasis Travel Center	Hot Stuff Pizza/Gourmet Grub
KS	Downs	Downs Super Food	267 West US Highway 24	67437-2018	785-454-3520	Koetter Brothers Grocery, Inc.	Hot Stuff Pizza
KS	Garden City	Qwik Fuel Garden City	3020 Jones Avenue	67846	620-275-0258	Qwik Fuel, LLC	Hot Stuff Pizza/Chopz
KS	Goodland	Cowboy Corner Xpress	1631 Main Street	67735	785-890-7728	WWWVW Inc. Cowboy Corner Xpress, LLC	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
KS	Goodland	Econo Lodge	2218 Commerce Road	67735-9753	785-890-3644	Goodland Hospitality, LLC	Game Time Sports Grill
KS	Jetmore	Corner Market #104	222 North Main	67854-9310	620-357-8369	Corner Market 104 LLC	Hot Stuff Pizza
KS	Johnson	Eagle Convenience #8 (Colorado Retail)	402 East Vanmeter	67855	620-492-1638	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
KS	Leoti	Eagle Convenience #13 (Colorado Retail)	101 South 4th Street	67861	620-375-2290	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
KS	Mayetta	Nation Station	12285 150th Road	66509	785-966-2719	NS Foods, LLC (Prairie Band of Potawatomi Entertainment Corporation)	Hot Stuff Pizza
KS	Oakley	Qwik Fuel Oakley	465 US Highway 83	67748	785-672-3900	Qwik Fuel, LLC	Hot Stuff Pizza
KS	Oberlin	Crossroad's Express	602 East Frontier Parkway	67749-2270	785-475-1075	Fowlers Lic	Hot Stuff Pizza/Gourmet Grub
KS	Olathe	Buddy's	11240 South Lone Elm Road	66061-9307	816-365-6919	H. B. of Olathe, LLC	Hot Stuff Pizza/Gourmet Grub
KS	Pratt	Cenex Ampride (Kanza)	916 South Main	67124	620-672-6761	Kanza Coop	Hot Stuff Pizza
KS	Saint Francis	Eagle Convenience #12 (Colorado Retail)	2530 Highway 36	67756-0628	785-332-3222	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
KS	Saint John	Whites Saint John	503 North Highway 281	67576	620-377-5678	Whites King Co. Inc.	Hot Stuff Pizza
KS	Stafford	Cenex Ampride (Kanza)	433 Martin	67578	620-234-6143	Kanza Coop	Hot Stuff Pizza/Smash Hit Deli
KS	Stockton	Qwik Fuel Stockton	324 South 2nd	67669-1961	785-425-7062	Qwik Fuel, LLC	Hot Stuff Pizza
KS	Syracuse	Eagle Travel Stop #11 (Colorado Retail)	204 West Avenue A	67878	620-384-5033	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
KS	Tribune	Eagle Convenience #7 (Colorado Retail)	117 West Kansas	67879	620-376-2311	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
KY	Campton	Apple Market #5011 (GPM)	30 South Kentucky Highway 15	41301	606-668-9500	GPM Investments, LLC	Hot Stuff Pizza
KY	Erlanger	BP Common Wealth	506 Commonwealth Avenue	41018	859-727-6550	Erlanger Market, Inc.	Hot Stuff Pizza
KY	Flemingsburg	Apple Market #5012 (GPM)	1103 Elizaville Road	41041	606-845-4100	GPM Investments, LLC	Hot Stuff Pizza
KY	Frankfort	Skyview Mart (Choksi)	40 Steadman Lane	40601-8706	832-382-3920	Choksi - Skyview Mart LLC	Hot Stuff Pizza/Gourmet Grub
KY	Harrodsburg	Apple Market #5020 (GPM)	344 South College Street	40330	859-734-4236	GPM Investments, LLC	Hot Stuff Pizza
KY	Lexington	BP Skyline (Choksi)	1065 Newtown Pike	40511	859-624-2944	Choksi - Skyline BP, LLC	Hot Stuff Pizza/Gourmet Grub
KY	McKee	Apple Market #5003 (GPM)	US Highway 421 North	40447	606-287-8443	GPM Investments, LLC	Hot Stuff Pizza
KY	Paris	Apple Market #5008 (GPM)	338 East Main Street	40361	859-987-0580	GPM Investments, LLC	Hot Stuff Pizza
KY	Ravenna	Marathon Food Mart	314 Main Street	40472	606-723-6333	Ravenna Marathon Food Mart, LLC	Hot Stuff Pizza
KY	Richmond	Shell WOW Foodmart (Choksi)	101 Interstate Drive	40475	513-532-8959	Choksi - WOW! Foodmart, LLC	Hot Stuff Pizza/Gourmet Grub
KY	Sebree	Eagles	489 Highway 41 North	42455	270-213-2015	Aaanya BC Corporation	Hot Stuff Pizza
LA	Church Point	Shortstop 1	150 East Plaquemine	70525-2629	337-684-3315	Kelly's Grocery & Market, Inc.	Hot Stuff Pizza
LA	Denham Springs	Chevron Juban	27750 Juban Road	70726-7915	225-667-2334	B&B Petroleum, LLC	Hot Stuff Pizza
LA	DeRidder	Sunshine Exxon Tiger Mart #8	2217 US Highway 171 North	70634	337-462-1319	Sunshine Stores, Inc.	Hot Stuff Pizza
LA	Duson	Roady's Lucky Deuces Travel Plaza	3002 Daulat Drive	70529	337-873-5400	Cedar Holly Investments, LLC	Hot Stuff Pizza
LA	Plaquemine	V & C Grocery	58720 Bellview Road	70764	225-687-2557	Caro's LLC	Hot Stuff Pizza
LA	Sulphur	Super Saver #4	1600 Maplewood Drive	70663-6022	337-625-8628	Sundown of Lake Charles LLC. Swati Farhana Member	Hot Stuff Pizza
MD	Glenn Dale	Chesapeake Market ECMA #2258 (PMG)	12300 Annapolis Road	20769-9181	301-352-0266	E & C Mid-Atlantic Ventures, Inc.	Hot Stuff Pizza
MI	Baraga	The Pines Convenience Center	15851 US Highway 41 North	49908	906-353-6223	Keweenaw Bay Indian Community	Hot Stuff Kitchchen
MI	Bruce Crossing	Cenex Settler's Cooperative	14043 US Highway 45	49912	906-827-3515	Settler's Cooperative, Inc.	Hot Stuff Pizza/Hot Stuff Subs
MI	Casnovia	Home Town Convenience Store	17984 Apple Avenue	49318-9609	616-675-4222	Home Town Convenience Store	Hot Stuff Pizza
MI	Dowagiac	Steinham Shell Mart	102 North Front Street	49047-1250	269-782-8958	Steinham Shell Mart / RPM Smith Food Mart Inc.	Hot Stuff Pizza
MI	Edwardsburg	Marathon Gas Station	26404 US Highway 12	49112-9311	269-663-8655	Judge Convenience	Hot Stuff Pizza
MI	Hart (Mears)	Wilson's General Store	2430 North 56th Avenue Unit 2	49420	231-873-2497	Wilson's General Store	Hot Stuff Pizza
MI	Paw Paw	McGoo's Corner GS21 (SB21)	32140 Michigan Highway 40	46553	269-628-2730	SB21, Inc.	Hot Stuff Kitchchen
MI	Sagola	Sagola Mini Mart (LaFaive)	North 10096 Michigan Highway 95	49881	906-542-7272	LaFaive Oil Co., Inc. (LaFaive Sagola Corp.)	Hot Stuff Pizza
MI	Traverse City	Village Pantry (GPM)	2001 North Garfield	49686-5121	231-947-1202	GPM Investments, LLC (Next Door Operations, LLC)	Hot Stuff Pizza
MN	Ada	Petro Serve USA Ada	13 East Thorp Avenue	56510	218-784-7859	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
MN	Aitkin	Holiday StationStores #452	1 Minnesota Avenue South	56431-1620	218-927-1986	Holiday StationStores, Inc.	Hot Stuff Pizza/Chopz
MN	Akeley	T&M Express	85 Broadway Street East	56433	218-652-3676	Luetgers Oil Co., Inc.	Hot Stuff Kitchchen
MN	Annandale	Holiday StationStores #234	115 Elm Street West	55302-0118	320-274-5657	Holiday StationStores, Inc.	Hot Stuff Pizza
MN	Annandale (French Lake)	Jack's of French Lake	3210 County Road 3 Northwest	55302	320-274-8495	Jack's of Kokato, Inc.	Hot Stuff Pizza
MN	Appleton	One Stop	224 North Munsterman Street	56208	320-289-2110	P&S Stores LLC	Hot Stuff Pizza
MN	Ashby	T&B Short Stop	201 West County Highway 82	56309	218-747-2901	T&B Short Stop, Inc.	Hot Stuff Pizza
MN	Audubon	Orton's Audubon Tesoro	129 South 2nd Street	56511	218-439-6670	Orton Motor, Inc.	Hot Stuff Kitchchen/Chopz
MN	Aurora	Holiday StationStores #184	5495 Highway 100	55705-8705	218-229-3883	Holiday StationStores, Inc.	Hot Stuff Pizza
MN	Babbitt	Clark Short Stop	37 Central Boulevard	55706-1197	218-827-3731	C&B Warehouse Distributing Inc. (Babbitt, MN)	Hot Stuff Pizza/Gourmet Grub/Chopz
MN	Bagley	My Store Bagley Westside Express (Tesoro)	715 Central Street West	56621-8221	218-694-6974	My Store (Bagley LLC)	Hot Stuff Kitchchen
MN	Baudette	Holiday StationStores #212	109 Main Street East	56623-2475	218-634-2193	Holiday StationStores, Inc.	Hot Stuff Pizza
MN	Belle Plaine	Cenex Convenience Store	840 East Main Street	56011-2204	952-873-3344	Ag Partners Coop (Belle Plaine, MN)	Hot Stuff Pizza
MN	Bemidji	Petro Serve USA #57	2470 Paul Bunyan Drive Northwest	56601	218-751-7504	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
MN	Bemidji	Tesoro Orton's Bemidji	555 Paul Bunyan Drive Northwest	56601-2462	218-751-6913	Orton Motor, Inc.	Hot Stuff Kitchchen/Gourmet Grub

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
MN	Bemidji	Northdale Oil South	2202 Division Street West	56601-9727	218-444-7500	Northdale Oil, Inc.	Hot Stuff Pizza/Gourmet Grub
MN	Bemidji	Northdale Oil North	8001 Irvine Avenue	56601-6205	218-444-8000	Northdale Oil, Inc.	Hot Stuff Pizza/Gourmet Grub
MN	Benson	Holiday Stationstore #33	315 South 14th Street	56215-1705	320-843-2018	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Big Lake	Sand Dune Food and Fuel	26215 184 Street Northwest	55309	763-263-8200	Sand Dune Food and Fuel, LLC	Hot Stuff Kitchen
MN	Blackduck	Timberline Sports-N-Convenience	209 Summit Avenue Southwest	56630	218-835-4636	Timberline Sports, Inc.	Hot Stuff Kitchen/Chopz
MN	Bowlus	Bowlus Gas & Grocery (Rahn #5)	292 Main Street	56314	320-584-5603	Rahn's Oil & Propane, Inc.	Hot Stuff Pizza
MN	Breckenridge	Blazer Express	1020 Highway 75 North, Suite 3	56520	218-643-2521	Z's Express, Inc.	Hot Stuff Kitchen
MN	Browns Valley	Cenex Browns Valley (TNT)	521 West Broadway	56219	320-695-2452	TNT Enterprises, LLC	Hot Stuff Pizza
MN	Cass Lake	Cass Lake Mini Mart (Town)	203 Aspen Avenue Northwest	56633	218-335-2027	JVT Ltd Partnership	Hot Stuff Kitchen/Gourmet Grub/Chopz
MN	Cass Lake	Orton's Cass Lake Cenex	6864 US Highway 2 North	56633	218-335-2655	Orton Motor, Inc.	Hot Stuff Kitchen/Gourmet Grub
MN	Cokato	Jack's of Cokato	620 US Highway 12 Southwest	55321	320-286-0009	Jack's of Cokato, Inc.	Hot Stuff Pizza
MN	Cook	Cook Short Stop	320 South Highway 53	55723-1088	218-666-2272	C&B Warehouse Distributing Inc. (Babbitt, MN)	Hot Stuff Pizza/Gourmet Grub
MN	Cottonwood	Cenex Cottonwood Co-Op Oil Co.	147 Barstad Road	56229-0318	507-423-6282	Cottonwood Co-Op Oil Co. (Cottonwood, MN)	Hot Stuff Pizza/Hot Stuff Subs
MN	Cromwell	Cromwell Self Serve	1302 Highway 73 South	55726	218-644-1114	Cromwell Spur, Inc.	Hot Stuff Pizza/Gourmet Grub
MN	Crosby	CI Convenience	1029 Oak Street	56441-1147	218-546-7300	LnF Stores LLC	Hot Stuff Pizza
MN	Deerwood	Holiday Stationstore #450	23736 Front Street	56444-0336	218-534-2966	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Detroit Lakes	Cenex Lakes Community Coop	911 East Highway 34	56501-2642	218-847-3190	Lakes Community Coop	Hot Stuff Kitchen
MN	Dilworth	Petro Serve USA #50	1701 Highway 10 West	56529-1342	218-287-2208	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
MN	Eden Valley	Jack's of Eden Valley	169 Meeker Avenue East	55329-1647	320-453-6560	Jack's of Eden Valley, Inc.	Hot Stuff Pizza
MN	Emily	Holiday Stationstore #451	21004 County Road 1	56447-0000	218-763-4411	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Erskine	BP Win-E-Mac Travel Center	22248 347th Street Southeast	56535	218-687-4444	Dean's Bulk Service	Hot Stuff Kitchen/Gourmet Grub
MN	Fergus Falls	Lakeway Express (Olson Fergus Falls)	1810 East Fir Avenue	56787	218-736-7977	Olson Oil Co. (Steve Olson)	Hot Stuff Kitchen
MN	Fertile	Tesoro JT's Station	101 South Mill Street	56540	218-945-3333	JT's Station, LLC	Hot Stuff Kitchen
MN	Frazee	All In All	103 South Lake Avenue	56544-0277	218-334-3336	All In All (Frazee, MN)	Hot Stuff Kitchen/Hot Stuff Subs/Gourmet Grub
MN	Freeport	Freeport Gas & Grocery (Rahn #3)	203 Main Street East	56331	320-836-7152	Rahn's Oil & Propane, Inc.	Hot Stuff Pizza
MN	Gaylord	Marathon Mill Front	19 Main Avenue East	55334-2299	507-237-2385	Mueller Business Ventures, Inc.	Hot Stuff Pizza
MN	Glenwood	Cenex Fuel Express	1220 East State Highway 28	56334	320-424-2106	Fuel Express, Inc.	Hot Stuff Pizza
MN	Glyndon	Petro Serve USA #54	11 State Street Northeast US Highway 10	56547	218-498-0224	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
MN	Hallock	Cenex Convenience Store	16 South Atlantic	56728	218-843-2695	Johnson Oil of Hallock	Hot Stuff Kitchen/Gourmet Grub
MN	Hawley	Express Lane	1102 Hobart Street	56549-0357	218-486-5000	Leahy - 1 Speed, LLC	Hot Stuff Pizza
MN	Herman	AI Gas & Grocery	417 Atlantic Avenue	56248	320-808-1229	AI's Gas & Grocery, Inc.	Hot Stuff Pizza
MN	Houston	River Valley Convenience Store	103 East Cedar Street	55943-8619	507-896-3221	River Valley Convenience Store, Inc. (Houston, MN)	Hot Stuff Pizza/Hot Stuff Subs
MN	International Falls	Bootleggers Fuel & Liquor	401 3rd Avenue	56649	218-283-9148	Keep Enterprise, Inc.	Hot Stuff Pizza
MN	Karlstad	Karlstad Corner	102 South Main	56732	218-436-2567	Karlstad Corner	Hot Stuff Kitchen/Gourmet Grub
MN	Lake Benton	Station One	117 East Benton, Highway 75	56149-0329	507-368-4204	2 MB, LLC	Hot Stuff Pizza/Hot Stuff Subs
MN	Lake Crystal	Kevin's Market (Staples)	334 North Main Street	56055	507-726-6868	Staples Enterprises, Inc.	Hot Stuff Pizza
MN	Lake Park	Cenex Lakes Community Coop	14583 US Highway 10 West	56554-9630	218-238-5911	Lakes Community Coop	Hot Stuff Kitchen
MN	Lakefield	Express Way Lakefield	402 North Highway 86	56150-9348	507-662-6233	Staples Enterprises, Inc.	Hot Stuff Pizza
MN	Le Center	Tweeten's One Stop	290 West Derrymane Street	56057	507-357-6800	Tweeten's One Stop, Inc.	Hot Stuff Pizza
MN	Little Falls	Ripley 1 Stop (Rahn #6)	21586 Gerryane Road	56345-4049	320-632-2899	Rahn's Oil & Propane, Inc.	Hot Stuff Pizza
MN	Long Prairie	Holiday Stationstore #55	14 South Lake Street	56347-1309	320-732-6721	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Longville	One Stop	5006 Highway 84 Northeast	56655-0174	218-363-2252	Jerry's One Stop Inc. (Longville, MN)	Hot Stuff Pizza/Chopz
MN	Mahnomen	Cenex Lakes Community Coop	1452 State Highway 200	56557	218-935-9040	Lakes Community Coop	Hot Stuff Kitchen
MN	Maple Lake	Mini Mart #13	300 Highway 55 West	55358-0267	320-963-6555	Midwest Investment, LLC	Hot Stuff Pizza
MN	Marshall	Cenex Ampride (Ag Plus Country Club Drive)	401 Country Club Drive	56258	507-532-3110	Ag Plus Cooperative (FKA Prairie Pride Cooperative) (Marshall, MN)	Hot Stuff Pizza
MN	McGregor	Holiday Stationstore #453	200 West Highway 210	55760	218-768-4444	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Melrose	Melrose 1 Stop (Rahn #1)	423 2nd Avenue Southeast	56352-1358	320-256-6519	Rahn's Oil & Propane, Inc.	Hot Stuff Pizza
MN	Menahga	Cenex Lakes Community Coop	13 Main Street Northeast	56464-0220	218-564-5264	Lakes Community Coop	Hot Stuff Kitchen/Hot Stuff Subs
MN	Norwood Young America	Sinclair Food Mart	503 North Faxon Road North	55368-0187	952-467-2640	RE Smith Oil & Tire Co.	Hot Stuff Pizza
MN	Onamia	Mille Lacs Super Stop	38668 US Highway 169	56359-8012	320-738-1402	Adahway, LLC	Hot Stuff Pizza
MN	Ottertail	Cenex Lakes Community Coop	245 North Highway 78	56571	218-367-3626	Lakes Community Coop	Hot Stuff Kitchen
MN	Park Rapids	Cenex Lakes Community Coop	810 North Main	56470	218-237-2667	Lakes Community Coop	Hot Stuff Pizza
MN	Park Rapids	T&M Express	1104 1st Street East	56470	218-732-8853	Luetgers Oil Co., Inc.	Hot Stuff Kitchen/Hot Stuff Subs
MN	Paynesville	Cenex Farmers Union Coop Oil Co	419 Business Highway 23 East	56362-4111	320-243-4800	Cenex Farmers Union CoOp Oil Co of Paynesville, MN	Hot Stuff Pizza
MN	Perham	Cenex Lakes Community Coop	43937 Fort Thunder Road	56573	218-346-7810	Lakes Community Coop	Hot Stuff Kitchen
MN	Pine River	Holiday Stationstore #164	300 Front Street	56474-2102	218-587-2821	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Plainview	Cenex High Plains Coop	615 North Wabasha	55964-1258	507-534-2144	High Plains Coop (Plainview, MN)	Hot Stuff Pizza
MN	Red Lake	Red Lake IGA Trading Post	100 Main Street	56671	218-679-3888	Red Lake, Inc.	Hot Stuff Pizza
MN	Red Lake Falls	Eagle Square	405 Bridge Street	56750	218-253-2995	KST Corporation	Hot Stuff Kitchen/Gourmet Grub
MN	Renville	Cenex C-Store Renville	712 East Park Avenue	56284	320-329-3411	Farmers Coop Oil Company of Renville, MN	Hot Stuff Pizza/Hot Stuff Subs
MN	Richmond	Jack's of Richmond	30 4th Street Southwest	56368	320-597-2173	Jack's of Richmond, Inc.	Hot Stuff Pizza
MN	Rollingstone	Cenex Rollingstone Mini-Mart	555 West Highway 248	55969-9732	507-689-4484	Moua Yang, Inc.	Hot Stuff Pizza/Gourmet Grub
MN	Roseau	Holiday Stationstore #193	503 3rd Street Northwest	56751-0156	218-463-1496	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Saint Bonifacius	Holiday Stationstore #260	8720 Minnesota Highway 7	55375	952-446-9125	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Saint Cloud	Cenex Convenience Store #18	1030 33rd Street South	56301-9600	320-240-7990	Federated CoOp Inc	Hot Stuff Pizza/Hot Stuff Subs
MN	Saint Stephen	Saint Stephen Gas & Grocery (Rahn)	202 Central Avenue North	56375	320-253-9508	Rahn's Oil & Propane, Inc.	Hot Stuff Kitchen
MN	Sebeka	My Store Sebeka	320 West Minnesota Avenue West	56477-6006	218-837-5455	My Store (My Store Sebeka Inc.)	Hot Stuff Pizza
MN	Silver Lake	Cenex Corner Market	6532 Highway 7	55381	320-587-3079	Hutchinson Co-op	Hot Stuff Pizza
MN	Thief River Falls	Northdale Oil Pennington Square	100 Pennington Avenue	56701-2903	218-681-4552	Northdale Oil, Inc.	Hot Stuff Kitchen
MN	Thief River Falls	Northdale Oil Pennington Main	220 South Main	56701-2824	218-681-8888	Northdale Oil, Inc.	Hot Stuff Kitchen
MN	Ulen	Petro Serve	205 1st Street Southwest, PO Box 368	56585	218-596-8828	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
MN	Vergas	Vergas 66 (Olson Fergus Falls)	121 Linden Street	56587	218-342-3663	Olson Oil Co. (Steve Olson)	Hot Stuff Pizza

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
MN	Verndale	My Store Verndale	100 East Mason Avenue	56481	740-304-2996	My Store (My Store Verndale Inc.)	Hot Stuff Pizza
MN	Vining	Big Foot Gas & Grocery (Rahn #5)	6001 East Front Street	56588	218-769-4484	Rahn's Oil & Propane, Inc.	Hot Stuff Pizza
MN	Wabasha	BP River Crossing 1049	825 Pembroke Avenue	55981-1334	651-565-4502	Todd C. Kunkel Enterprises, Inc.	Hot Stuff Pizza
MN	Walker	BP Orton's Y-Mart	6854 Y Frontage Road Northwest	56484-2123	218-547-1334	Orton Motor, Inc.	Hot Stuff Kitchen
MN	Walker	Genex Orton's Walker	312 Minnesota Avenue	56484	218-547-2150	Orton Motor, Inc.	Hot Stuff Kitchen
MN	Warren	Genex C-Store (Ewing)	125 East Johnson	56762	218-745-5971	Ewing Oil, LLC	Hot Stuff Kitchen
MN	Warroad	Holiday Stationstore #235	203 North State Street	56763-0578	218-386-3409	Holiday Stationstores, Inc.	Hot Stuff Pizza
MN	Waterville	Phil Mart	437 East Main Street	56096-1553	507-362-4848	Phil Mart (Waterville, MN)	Hot Stuff Pizza/Hot Stuff Subs
MN	Watkins	Jack's of Watkins	241 Veterans Drive	55389	320-764-5345	Jack's of Watkins, Inc.	Hot Stuff Pizza
MN	Wilton	My Store Wilton Petroleum	7189 Pete Lane Northwest	56601	218-759-1218	My Store (Wilton Petroleum, Inc.)	Hot Stuff Kitchen
MN	Worthington	Holiday Stationstore #501	2411 Highway 60 Northeast	56187-2079	507-376-4848	Holiday Stationstores, Inc.	Hot Stuff Pizza
MO	Bowling Green	Crossroads General Store	1001 Business 61 South	63334-5225	573-324-2922	Crossroads General Store, LLC	Hot Stuff Pizza
MO	Canton	Ayco #32 (Ayers Oil Co.) (Oak)	1700 Oak Street	63435	573-288-0378	Ayers Oil Co.	Hot Stuff Pizza
MO	Caulfield	USA Investments #226	347 US Highway 160	65626-9299	417-284-3340	USA Investments LLC	Hot Stuff Pizza/Gourmet Grub
MO	Dexter	Rhodes 101 #275	905 Business Highway 60 West	63841	573-624-5708	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Gainesville	USA Investments #228	1 MO 5, 781st Street	65655	417-679-4666	USA Investments LLC	Hot Stuff Pizza/Gourmet Grub
MO	Hannibal	Ayco #22 (Ayers Oil Co.) (Mark Twain)	1208 Mark Twain Avenue	63401	573-221-5292	Ayers Oil Co.	Hot Stuff Pizza
MO	Jackson	Rhodes 101 #155 (Starlight Highway 72)	4638 State Highway 72	63755-7323	573-243-3442	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Kahoka	Ayco #21 (Ayers Oil Co.)	442 South Johnson Street	63445	660-727-3613	Ayers Oil Co.	Hot Stuff Pizza
MO	Mineral Point	B&M Quickstop	13348 East State Highway 8	63660	573-438-4052	Namah Shivay, LLC	Hot Stuff Pizza
MO	Perryville	Rhodes 101 #350 (Highway 61)	1314 North Perryville Boulevard	63775-1265	573-547-7777	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Sainte Genevieve	Rhodes 101 Stop Convenience Store	598 Sainte Genevieve Boulevard	63670	573-883-5306	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Scott City	Rhodes 101 #210 (Main)	2100 Main Street	63780-1337	573-264-2376	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Shelbina	Ayco #36 (Ayers Oil Co.)	301 North Center	63468-1119	573-588-2094	Ayers Oil Co.	Hot Stuff Pizza
MO	Sikeston	Rhodes 101 #250	535 North Main Street	63801	573-481-0959	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Theodosia	USA Investments #225	2660 US Highway 160 West	65761	417-273-5502	USA Investments LLC	Hot Stuff Pizza/Gourmet Grub
MO	Van Buren	Smallleys Convenience	705 Main Street	63965	573-323-8245	M & R Dazey, Inc.	Hot Stuff Pizza
MO	Wappapello	Rhodes 101 #270	Highway D & Peoples Creek	63966	573-222-7132	Rhodes Convenience Stores, Inc.	Hot Stuff Pizza
MO	Waynesville	Interstate Food Mart	26075 Highway 17	65583-3057	573-774-2973	LMC Convenience Store, LLC	Hot Stuff Pizza
MO	Waynesville	LMC Convenience	1302 Historic Route 66 West	65583	573-774-2300	LMC Convenience Store, LLC	Hot Stuff Pizza
MS	Amory	Sprint Mart #7	1515 Glenn Drive, Highway 278	38821	662-597-4004	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Belden	Sprint Mart #37	3001 McCullough Boulevard	38826-8711	662-269-8669	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Carthage	GoCo's #308 (Edinburg)	3111 State Highway 16 East	39051	601-654-2282	GOC LTD (GOCO)	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
MS	Collins	Grand Paradise Waterpark	50 Grandview Drive	39428	601-765-8118	Grand Paradise Waterpark, Inc.	Hot Stuff Pizza
MS	Collinsville	Chevron Xpress Lane (Cefco)	9111 Highway 19 North	39325	601-626-7305	Cefco	Hot Stuff Pizza
MS	Columbus	Sprint Mart #4138	2021 Military Road	39701	662-329-9157	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Columbus	Sprint Mart #4103	712 Highway 45 North	39701-3302	662-368-1114	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Corinth	Sprint Mart #27	2701 Highway 72 West	38834-9396	662-594-2270	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Flowood	Sprint Mart #114	4214 Lakeland Drive	39232-8804	601-939-5813	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Grenada	Sprint Mart #4108	1503 Sunset Drive, PO Box 1135	38901-4064	662-226-5355	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Grenada	Sprint Mart #4109	2001 South Commerce Street	38901	662-307-7646	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Hamilton	Sprint Mart #4104	40058 Hamilton Road Highway 45	39746-8646	662-269-8669	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Heidelberg	Express Lane Stuckey's (Maple)	2417 Pine Avenue	39439	601-787-4272	Maple Oil	Hot Stuff Pizza/Gourmet Grub
MS	Lucedale	Town and Country	7140 Highway 198 East	39452-7850	601-947-7900	Town & Country, Inc.	Hot Stuff Pizza
MS	Maben	Sprint Mart #4133	1856 State Highway 15	39750	662-268-1221	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	McHenry	Express Lane Stuckey's (Donco #5)	481 Highway 49	39561-6167	601-528-5688	Donco, Inc.	Hot Stuff Pizza
MS	Meridian	Citgo Tiger Mart #1	1900 Highway 19 North	39307-4966	601-693-2312	Urvashi, Inc.	Hot Stuff Pizza
MS	Meridian	Shell Hampton (D&D) (Hwy 39)	1020 Highway 39 North	39301	601-483-6373	D&D Inc.	Hot Stuff Pizza
MS	Nesbit	Pleasant Hill Market and Deli	230 Pleasant Hill Road	38651	662-427-1177	Pleasant Hill Market and Deli, Inc.	Hot Stuff Kitchen
MS	Oxford	Rebel's Gas Mart	513 Highway 7 South	38655	662-513-5000	Rebel's Gas Mart, Inc.	Hot Stuff Pizza
MS	Pontotoc	Shell Express Pontotoc	212 Highway 15 North	38863	662-200-2599	Pontotoc Shell Express, LLC	Hot Stuff Pizza
MS	Pontotoc	Bravo Travel Center	3600 Highway 9 North	38863	662-200-2061	Highway 6 & 9 Travel Center	Hot Stuff Kitchen
MS	Sebastopol	21 Quick Plaza	1121 Highway 21 South	39359	601-625-0050	Gamil Alsaidi	Hot Stuff Pizza
MS	Starkville	Sprint Mart #4134 (Hwy 82)	1125 Highway 82 East	39759	662-268-1224	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Starkville	Sprint Mart #4147	1218 Highway 12 West	39759	662-268-1230	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Starkville	Sprint Mart #4140	723 Highway 12 West	39759	662-268-1227	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Tupelo	Sprint Mart #43 (Briar Ridge)	1930 Briar Ridge Road	38801	662-269-6681	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MT	Butte	Genex Lisac's Tri Stop	2544 Harrison Avenue	59701-6055	406-782-9359	Lisacs Tri Stop	Hot Stuff Pizza
MT	Chester	Chester Supermarket	1498 Highway 2 East	59522	406-759-5538	MPR, Inc. dba Chester Supermarket	Hot Stuff Pizza/Chopz
MT	Choteau	Exxon Main Street Express	220 Main Street	59422	406-466-5863	Main Street Express, LLP (Choteau, MT)	Hot Stuff Pizza/Gourmet Grub/Chopz
MT	Circle	Genex Farmer's Union C-Store	200 B Avenue	59215	406-485-3333	Farmer's Union Oil Co. of Circle, MT	Hot Stuff Pizza
MT	Columbia Falls	Conoco Mike's	1645 9th Street West	59912	406-892-2269	Miles of Columbia Falls, Inc.	Hot Stuff Pizza
MT	Conrad	Genex Mountain View Coop (Conrad)	19 South Main Street	59425	406-278-5524	Mountain View Cooperative	Hot Stuff Pizza/Hot Stuff Subs
MT	East Helena	Canyon Ferry Mini Basket	3012 Canyon Ferry Road	59635	406-227-8506	Big Sky Food and Fuel, Inc.	Hot Stuff Pizza/Smash Hit Subs
MT	Eureka	Ranch Hand, Inc.	1000 Highway 93 North	59917	406-297-2794	The Ranch Hand, Inc.	Hot Stuff Pizza
MT	Fairfield	Genex Mountain View Coop	306 Central Avenue	59436	406-467-2516	Mountain View Cooperative	Hot Stuff Pizza
MT	Frenchtown	Frenchies (Tabish)	16873 Beckwith	59834-0678	406-626-5277	Tabish Brothers Distributors, Inc.	Hot Stuff Pizza/Gourmet Grub/Chopz
MT	Great Falls	Emerald City Casino (10th Ave.)	2517 10th Avenue South	59404	406-452-4311	Trohn Vending, LLC	Hot Stuff Pizza
MT	Hamilton	Lone Pine #1 Conoco	504 Highway 93 South	59840	406-375-0656	Lone Pine (Hamilton, MT)	Hot Stuff Pizza/Cinnamon Street/Chopz
MT	Hamilton	Lone Pine #2 Riverside C-Store	1987 North 1st	59840	406-375-0687	Riverside Sinclair (Hamilton, MT)	Hot Stuff Pizza/Gourmet Grub/Chopz
MT	Harlem	E Z Mart	Highway 2 West & Main Street	59526-0249	406-353-2335	Flatland Inc. (Harlem, MT)	Hot Stuff Pizza/Eddie Peppers
MT	Kalispell	White Oak Super Stop (Tabish)	4810 South Highway 93	59901	406-857-2344	Tabish Brothers Distributors, Inc.	Hot Stuff Pizza/Chopz/Gourmet Grub/Cinnamon Street

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
MT	Kallispell	Conoco 76 Brian's	1319 South Main	59901	406-752-7339	Brian's Inc.	Hot Stuff Pizza
MT	Lincoln	Conex Mountain View Coop (Lincoln) #201	525 Main Street	59639	406-363-3092	Mountain View Cooperative	Hot Stuff Pizza/Chopz
MT	Lolo	Lolo Super Stop (Tabish)	12011 Highway 93 South	59847	406-273-3800	Tabish Brothers Distributors, Inc.	Hot Stuff Pizza/Cinnamon Street/Gourmet Grub
MT	Manhattan	Conoco Thriftway Super Stop (Sutey)	404 South Broadway Street	59741	406-284-3343	Sutey Oil Co.	Hot Stuff Pizza
MT	Missoula	Zoo Town Super Stop (Tabish)	2105 South Higgins	59801	406-721-8827	Tabish Brothers Distributors, Inc.	Gourmet Grub
MT	Saint Ignatius	Conex Mountain View	240 Mountain View	59865	406-745-3634	Morton & Coffman, LLC	Hot Stuff Pizza
MT	Seeley Lake	Rovero's (Tabish)	3186 Highway 83	59868-0630	406-677-3588	Tabish Brothers Distributors, Inc.	Hot Stuff Pizza/Hot Stuff Subs
MT	Sidney	Superpumper #23	902 South Central Avenue	59270-5216	406-482-3616	Superpumper Inc.	Hot Stuff Pizza/Cinnamon Street
MT	Three Forks	Conoco Thriftway Super Stop (Sutey)	5 North Main Street	59752	406-285-3710	Sutey Oil Co.	Hot Stuff Pizza
MT	Ulm	Conex Mountain View Coop (Ulm)	#2 Millegan Road	59485-0349	406-866-2030	Mountain View Cooperative	Hot Stuff Pizza/Hot Stuff Subs
MT	Valier	One Stop	518 Teton Avenue	59486	406-279-3600	One Stop, LLC	Hot Stuff Pizza
NC	Ahoskie	Duck Thru Food Store #12 (Jernigan)	800 North Academy Street	27910	252-332-4634	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Ahoskie	Duck Thru Food Store #3 (Jernigan)	401 North Carolina Highway 561 West	27910	252-332-2221	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Biscoe	Fuel Smart #16	511 East Main Street	27209-9779	910-428-1327	Fuel Smart	Hot Stuff Pizza
NC	Camden	Duck Thru Food Store #16 (Jernigan)	103 Highway 158	27921	252-335-9155	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Charlotte	Quick N EZ #13	1323 Lasalle Street	28216-4736	704-394-5200	Quick N EZ Food Marts	Hot Stuff Pizza
NC	Columbia	Duck Thru Food Store #54 (Jernigan)	775 US 64 East	27925	252-395-2025	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Conway	Park N Shop #9	210 East Main Street	27820-9712	252-585-0040	Falgudev, LLC	Hot Stuff Pizza
NC	Elizabeth City	Duck Thru Food Store #34 (Jernigan)	1025 US Highway 58	27906	252-771-6501	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Gatesville	Duck Thru Food Store #43 (Jernigan)	107 Main Street	27938	252-357-2227	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Greensboro	TJ's	7340 West Friendly Avenue	27410-6232	336-856-0343	TJ Brothers Corporation	Hot Stuff Pizza
NC	Greensboro	North Carolina A&T State University (Sodexo)	1601 East Market Street	27411	336-334-7560	Sodexo, Inc. / Sodexo America LLC	Paavo's
NC	Hamilton	Duck Thru Food Store #53 (Jernigan)	400 South Front Street	27840	252-798-3432	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Henderson	Henderson Pit Stop One	1205 West Andrews Avenue	27536	252-431-0698	Henderson Pit Stop One	Hot Stuff Pizza
NC	Hobbsville	Duck Thru Food Store #52 (Jernigan)	1323 State Highway 32 South	27946	252-395-2025	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Lewiston	Duck Thru Food Store #26 (Jernigan)	208 East Church Street	27849	252-348-2555	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Liberty	Fuel Smart #13	402 West Swannanoa	27298-3134	336-622-4032	Fuel Smart	Hot Stuff Pizza
NC	Murfreesboro	Duck Thru Food Store #1 (Jernigan)	602 West Main Street	27855	252-398-5831	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Pembroke	Nic's Pic Kwik	980 Highway 710 North	28372-9295	910-522-1408	Nic's Pic Kwik, Inc.	Hot Stuff Pizza
NC	Pinetops	Duck Thru Food Store #57 (Jernigan)	316 East Hamlet Street	27864	252-250-5002	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Pisgah Forest	Marathon One Stop 3	174 New Hendersonville Highway	28768	828-884-8989	Patel, Shilla One Stop 3	Hot Stuff Pizza
NC	Plymouth	Duck Thru Food Store #49 (Jernigan)	22 US Highway 64 East	27962	252-793-5884	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Red Oak	Griffins #6	8653 Red Oak Boulevard	27868-0288	252-937-7617	Griffins Food Stores Inc	Hot Stuff Pizza/Hot Stuff Subs
NC	Rich Square	Duck Thru Food Store #7 (Jernigan)	117 North Main Street	27869	252-539-2155	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Robbins	Fuel Smart #9	100 Highway 705	27325	910-948-4561	Fuel Smart	Hot Stuff Pizza
NC	Wanchese	Duck Thru Food Store #45 (Jernigan)	2991 Highway 345 South	27981	252-305-8735	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Windsor	Duck Thru Food Store #21 (Hwy 13) (Jernigan)	125 US Highway 13 & 17 South	27983	252-794-3378	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
NC	Winton	Duck Thru Food Store #18 (Jernigan)	100 South Main Street	27986	252-358-4588	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
ND	Alexander	Travel America Wild Bison Travel Center	14256 Highway 85 North	58831-8800	701-828-3352	TA Operating LLC	Hot Stuff Pizza
ND	Beach	Conex Interstate	90 1st Street Northeast	58621-0121	701-872-3190	Interstate Conex (Beach, ND)	Hot Stuff Pizza/Gourmet Grub
ND	Belcourt	Conoco La Dots	Hospital Road	58316	701-477-6169	La Dots (Belcourt, ND)	Hot Stuff Pizza/Chopz
ND	Belfield	Superpumper #22	804 Highway 85 North	58622	701-575-4216	Superpumper Inc.	Hot Stuff Pizza/Hot Stuff Subs
ND	Berthold	Conex Convenience Store	28101 Highway 2 West	58718	701-453-3645	Farmers Union Oil Company of Berthold/Carpio, ND	Hot Stuff Pizza
ND	Bismarck	Conex Convenience Store (Centennial) (Conex Tri Energy Bismarck)	2520 Centennial Road	58503-0702	701-255-3810	Conex Farmers Union Oil, Co. Bismarck/Mandan, ND / Tri Energy	Hot Stuff Pizza
ND	Bismarck	Petro Serve USA #77	1120 East Divide Avenue	58501	701-223-1949	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Bottineau	Conex Farmers Union Oil Co	207 West 11th Street	58318-2006	701-228-5972	Farmers Union Oil Co. of Westhope/Souris/Bottineau, ND	Hot Stuff Pizza
ND	Bottineau	Lake Metigoshe Pinball-Pizza	10722 Lake Loop Road East	58318-8246	701-263-1362	Metigoshe Pinball & Pizza, LLC	Hot Stuff Pizza
ND	Bowman	Conex ProPoint Coop	13 1st Avenue Northwest	58623	701-523-3268	ProPoint Cooperative	Hot Stuff Pizza/Chopz
ND	Burlington	Conex Farmers Union Oil Convenience Store	145 Johnson Street	58722	701-852-5661	Farmers Union Oil Company of Berthold/Carpio, ND	Hot Stuff Pizza
ND	Carpio	Conex Farmers Union Oil Convenience Store	27585 Highway 52 North	58725	701-468-5434	Farmers Union Oil Company of Berthold/Carpio, ND	Hot Stuff Pizza/Hot Stuff Subs
ND	Casselton	Petro Serve USA #65	102 Langer Avenue South	58012	701-347-4416	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Cavalier	Bjornson Oil Co.	206 Division Street	58220-0250	701-265-8814	Bjornson Oil Co.	Hot Stuff Pizza/Smash Hit Subs
ND	Center	Superpumper #55	302 Highway 25 East	58530	701-794-3737	Superpumper Inc.	Hot Stuff Pizza
ND	Crosby	Crosby Self Serve	10 1st Avenue Northwest	58730	701-965-6274	J And S, LLC	Hot Stuff Pizza/Chopz
ND	Devils Lake	Bjornson's Shell	601 Highway 2 East	58301	701-662-6600	Bjornson Oil Co.	Hot Stuff Pizza/Gourmet Grub
ND	Devils Lake	Superpumper #17	1023 College Drive North	58301	701-662-4658	Superpumper Inc.	Hot Stuff Pizza
ND	Devils Lake	Conex Convenience Store (Farmers Union Devils Lake)	600 Highway 2 West	58301	701-662-4014	Farmers Union Oil Co. of Devils Lake, ND	Hot Stuff Pizza
ND	Devils Lake	Conex Convenience Store (Farmers Union Devils Lake)	1803 Highway 2 East	58301	701-662-4014	Farmers Union Oil Co. of Devils Lake, ND	Hot Stuff Pizza
ND	Dickinson	Conex Museum (Conex Bismarck)	252 West Museum Drive	58601	701-483-7017	Conex Farmers Union Oil, Co. Bismarck/Mandan, ND	Hot Stuff Pizza
ND	Dunseith	Conex Convenience Store	2988 Highway 281	58329	701-244-9765	Legacy Cooperative (Farmers Union Oil of Dunseith, ND)	Hot Stuff Pizza/Hot Stuff Subs
ND	Edgeley	Conex Allied Energy	109 Industrial Park	58433	701-493-2211	Allied Energy (Edgeley, ND)	Hot Stuff Pizza
ND	Ellendale	Conex Farmers of Union Oil Company of Ellendale	113 1st Avenue North	58436	701-349-3191	Conex Farmers of Union Oil Company of Ellendale, ND	Hot Stuff Pizza
ND	Fairmount	Conex Farmers Union Oil	204 Front Street	58030	701-474-5303	Farmers Union Oil of Southern Valley	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #85 (12th Avenue)	3820 12th Avenue Northwest	58102	701-281-2155	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #80 (9th Ave. / 45th St.)	4440 9th Avenue Southwest	58103-2014	701-282-9700	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #84 (University)	2110 South University Avenue	58103	701-293-2090	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #83 (34th St.)	1340 34th Street Southwest	58103	701-237-0743	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #88 (NP Ave.)	205 NP Avenue North	58102	701-461-7297	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Petro Serve USA #86 (Main Ave.)	2903 Main Avenue	58103	701-232-7511	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Fargo	Don's Convenience Center and Carwash (52nd Ave.)	2500 52nd Avenue South	58104	701-478-3667	Don's Car Washes, Inc.	Hot Stuff Pizza
ND	Fessenden	Conex Farmer's Union Oil	230 Highway 15	58438	701-547-3793	Farmer's Union Oil of Fessenden, ND	Hot Stuff Pizza/Chopz
ND	Fort Yates	White Buffalo Foods	112 Yates Street	58538	701-854-3423	White Buffalo Foods, Inc.	Hot Stuff Pizza

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St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
ND	Garrison	Cenex Convenience Store	209 4th Avenue Southwest	58540	701-463-2119	Farmers Union Oil, Co. of Garrison, ND	Hot Stuff Pizza/Chopz/Gourmet Grub
ND	Glen Ullin	Cenex Convenience Store	6490 Highway 49	58631-0635	701-348-3101	Cenex Convenience Store (Glen Ullin, ND)	Hot Stuff Pizza
ND	Grand Forks	Valley Dairy #3 (Petro Serve #203)	1220 University Avenue	58203-3457	701-746-8859	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Grand Forks	Valley Dairy #6 (Petro Serve #206)	307 1st Avenue South	58201	701-746-8857	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Grand Forks	Valley Dairy #18 (Petro Serve #207)	1125 42nd Street South	58201-3924	701-746-1564	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Grand Forks	Valley Dairy #20 (Petro Serve #208)	1149 36th Avenue South	58201	701-780-9908	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Grand Forks	Valley Dairy #23 (Petro Serve #201)	4701 South Washington	58201-8021	701-757-1057	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Hankinson	Tesorero J. Starr Oil	17050 Highway 11	58041	701-242-7014	J. Starr Oil, LLC	Hot Stuff Pizza/Chopz
ND	Harvey	Cenex One Stop	120 East 10th Street	58341	701-324-2788	Farmer's Union Oil of Fessenden, ND	Hot Stuff Pizza/Gourmet Grub
ND	Harwood	Petro Serve	310 Dakota Avenue, PO Box 66	58042-4132	701-282-8290	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Halton	Cenex Ampride Hatton	1604 Highway 18 Northeast	58240	701-534-4000	Hatton Coop Oil, Co.	Hot Stuff Kitchen/Smash Hit Deli
ND	Hettinger	Cenex Dakota Frontier Cooperative	212 Adams Avenue	58639-7011	701-567-4344	Central Dakota Frontier Cooperative	Hot Stuff Pizza/Smash Hit Deli
ND	Hillsboro	Cenex Convenience Store (Ewing)	105 6th Street Southwest	58045	701-436-5126	Ewing Oil, LLC	Hot Stuff Kitchen
ND	Jamestown	Superpumper #26 (I-94)	2315 Highway 281 South	58402	701-252-4732	Superpumper Inc.	Hot Stuff Pizza
ND	Kenmare	Cenex Convenience Store	43800 South Highway 52	58746-0726	701-385-4222	Farmers Union Oil Co. of Kenmare & Powers Lake, ND	Hot Stuff Pizza/Gourmet Grub/Chopz
ND	Kindred	Cenex Express Lane	220 1st Avenue South	58051-4311	701-428-3069	Leahy - New Beginnings Investments, Inc.	Hot Stuff Pizza
ND	Lakota	Cenex Convenience Store (Farmers Union Devils Lake)	216 Highway 2 Frontage Road	58344	701-247-2842	Farmers Union Oil Co. of Devils Lake, ND	Hot Stuff Pizza/Smash Hit Subs
ND	Langdon	Superpumper #9	108 9th Avenue	58249	701-256-2223	Superpumper Inc.	Hot Stuff Pizza/Hot Stuff Subs
ND	Leeds	Cenex Convenience Store (Cendak)	5501 Highway 2	58346	701-466-2462	Cendak Farmers Union Coop (New Rockford, ND)	Hot Stuff Pizza/Chopz
ND	Lignite	Lignite Oil Company	8487 101st St. Northwest	58752-9628	701-933-2386	Lignite Oil Company	Hot Stuff Pizza
ND	Lincoln	Cenex Lincoln (Cenex Tri Energy Bismarck)	5200 Lincoln Road	58504-9110	701-258-1212	Cenex Farmers Union Oil, Co. Bismarck/Mandan, ND / Tri Energy	Hot Stuff Pizza
ND	Mandan	Freeway 147 Travel Center	3825 Business Loop I-94	58554	701-663-6922	Freeway 147 Travel Center (Mandan, ND)	Hot Stuff Pizza/Gourmet Grub
ND	Mandan	Petro Serve USA #78 (6th Avenue)	309 6th Avenue Southeast	58554-4467	701-667-2153	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Mandan	Petro Serve USA #79 (Main Street)	1300 East Main Street	58554	701-663-6985	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Mandaree	Mandaree One Stop	101 4th Avenue Northeast	58757	701-759-3609	West Segment Development Corporation	Hot Stuff Pizza/Gourmet Grub
ND	Max	Cenex Max Farm Services C-Store	2825 Highway 83 North	58759	701-679-3299	Max Farm Services	Hot Stuff Pizza/Gourmet Grub
ND	McVille	Cenex Convenience Store (Farmers Union Devils Lake)	Highway 15 West	58254	701-322-4326	Farmers Union Oil Co. of Devils Lake, ND	Hot Stuff Pizza
ND	Minot	Superpumper #21 (N. Broadway)	2005 North Broadway	58703-1006	701-852-0086	Superpumper Inc.	Hot Stuff Pizza
ND	Minot	Superpumper #32 (Dawn to Dusk) (Hwy 2)	7141 Highway 2 East	58701-9389	701-852-0094	Superpumper Inc.	Hot Stuff Pizza/Hot Stuff Subs
ND	Minot	Enerbase #30 South East (Cenex) (20th Avenue)	205 20th Avenue Southeast	58701-6642	701-838-0586	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources	Hot Stuff Pizza
ND	Minot	Enerbase #36 Highway 83 Bypass North (Cenex) (Hwy 83)	4750 Highway 83 North	58703	701-852-2501	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources	Hot Stuff Pizza/Hot Stuff Subs
ND	Minto	Northdale Oil Minto	422 Second Street	58261-6027	701-248-3321	Northdale Oil, Inc.	Hot Stuff Kitchen/Gourmet Grub
ND	Mohall	Cenex Convenience Store (Envision)	803 Highway 5 East	58761	701-756-6814	Farmers Union Oil Co. of Rugby, ND	Hot Stuff Pizza/Chopz
ND	New Rockford	Cenex Cendak Coop	11 1st Street North	58356-2205	701-947-2492	Cendak Farmers Union Coop (New Rockford, ND)	Hot Stuff Pizza
ND	New Salem	Cenex (Rud's)	1309 North 8th Street	58563-4405	701-843-7547	Rud Oil Co	Game Time Sports Grill
ND	New Town	Eagles Landing	202 Frontage Road	58763-9405	701-627-4396	Four Bears Casino & Lodge	Hot Stuff Pizza/Chopz/Gourmet Grub/Chix/Paavo's
ND	Plaza	Cenex (Enerbase)	4165 64th Avenue Northwest	58771	701-497-3703	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources	Hot Stuff Pizza/Hot Stuff Subs
ND	Richardton	Cenex Convenience Store	3721 Highway 8 South	58652	701-974-2365	Cenex Convenience Store (Richardton, ND)	Hot Stuff Pizza/Chopz
ND	Rugby	Cenex Convenience Store (Envision)	401 Highway 2 Southwest	58368-1644	701-776-6220	Farmers Union Oil Co. of Rugby, ND	Hot Stuff Pizza
ND	Thompson	Northdale Oil	1247 7th Avenue Northeast	58278	701-554-2469	Northdale Oil, Inc.	Hot Stuff Kitchen/Gourmet Grub/Chopz
ND	Towner	Cenex Convenience Store (Envision)	801 South Main	58788-4044	701-537-5457	Farmers Union Oil Co. of Rugby, ND	Hot Stuff Pizza/Gourmet Grub
ND	Valley City	Petro Serve USA #71	1020 8th Avenue Southwest	58072	701-845-5808	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	Velva	Velva Fresh Foods	107 North Main Street	58790-7300	701-338-2971	Velva Foods, Inc.	Hot Stuff Pizza/Gourmet Grub/Chopz
ND	Wahpeton	Superpumper #42	2100 9th Street North	58075-3016	701-642-3414	Superpumper Inc.	Hot Stuff Pizza
ND	Watford City	Cenex Farmers Union Oil Co	501 6th Avenue Southeast	58854-7375	701-444-3639	Farmers Union Oil Co. of Watford City, ND	Hot Stuff Pizza/Smash Hit Subs
ND	West Fargo	Petro Serve USA #60 (West Main)	239 West Main Avenue	58078	701-281-9540	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	West Fargo	Petro Serve USA #63 (239 West Main)	1021 West Main Avenue	58078	701-281-9180	Petro Serve USA / Farmers Union Oil Co. of Moorhead, MN	Hot Stuff Pizza
ND	West Fargo	Eagle Run Crossing (Olson Fergus Falls)	3210 Sheyenne Street	58078	701-356-0005	Olson Oil Co. (Steve Olson)	Hot Stuff Pizza
ND	White Shield	1804 Store	10-A 1804 Sesame Frontage Road	58540-6008	701-743-4022	Four Bears Casino & Lodge	Hot Stuff Pizza
ND	Williston	Conoco Westside Fuel	3117 2nd Street West	58801-6907	701-774-1810	Westside Fuel, Inc. (Williston, ND)	Hot Stuff Pizza/Chopz
ND	Williston	Holiday Stationstore #433	118 Chandler Boulevard South	58801-2983	701-572-8830	Holiday Stationstores, Inc.	Hot Stuff Pizza
ND	Williston	Holiday Stationstore #446	113 58th Street West	58801	701-774-2682	Holiday Stationstores, Inc.	Hot Stuff Pizza
ND	Wilton	Cenex Farmers Union Oil Co	615 Minnie Avenue	58579-0126	701-734-6614	Cenex Farmers Union Oil Co of Wilton, ND	Hot Stuff Pizza
NE	Ainsworth	Roadrunner Ainsworth (Western)	804 East Highway 20	69210	402-387-1992	Western Oil, Inc.	Hot Stuff Pizza
NE	Alliance	Cenex KC's Westco	2420 Box Butte Avenue	69301	308-762-1500	Western Cooperative Co.	Hot Stuff Pizza/Hot Stuff Subs
NE	Arapahoe	Eagle Convenience #14 (Colorado Retail)	651 Chestnut Street	68922	308-962-8480	Eagle - Colorado Retail Ventures Services, LLC	Hot Stuff Pizza/Gourmet Grub
NE	Atkinson	Roadrunner Atkinson (Western)	206 South Hyde Street	68713-5097	402-376-4280	Western Oil, Inc.	Hot Stuff Pizza
NE	Axtell	Kat's Korner Market	102 West 3rd Street	68924	308-743-2434	Kat's Korner Market	Hot Stuff Pizza
NE	Broken Bow	Sinclair Trotters Whoa & Go III	608 South E Street	68822	308-872-3441	Loup City Propane & Equipment, Inc.	Hot Stuff Pizza
NE	Creighton	C-Mart	910 Main Street	68729-2915	402-358-3711	Chrissy & Chad Horstmann dba C-Mart	Hot Stuff Pizza/Hot Stuff Subs
NE	Curtis	The Station	202 West 2nd Street	69025	308-367-4266	Great Plains Tire & Service LLC	Hot Stuff Pizza
NE	David City	Stop Inn Package Liquor	1510 North 4th Street	68632-2202	402-367-3923	Stop Inn Package Liquor (David City, NE)	Hot Stuff Pizza
NE	Elgin	Elgin One Stop & Sleepin Inn	501 North 2nd Street	68636	402-843-2100	KNBB Enterprise, LLC	Hot Stuff Pizza
NE	Elgin	Coffeehouse Cafe	510 North 2nd Street	68636	402-843-2333	KNBB Enterprise, LLC	Smash Hit Subs
NE	Fremont	Shell Gini, LLC	1105 South Broad Street	68025-6011	402-721-9815	Gini, LLC	Hot Stuff Pizza/Gourmet Grub
NE	Gering	Cyclone Express Mart	2648 North 10th Street	69341	308-632-6641	Cyclone Enterprises, Inc.	Hot Stuff Pizza
NE	Grand Island	Pumpers	1904 North Diers Avenue	68803-1226	308-381-7252	Cornhusker C-Stores, Inc.	Hot Stuff Pizza
NE	Grand Island	The Filling Station	217 East Stolley Peak Road Suite N	68801	308-675-2755	Hollywoods, LLC	Hot Stuff Pizza
NE	Harvard	Harvard Food Mart	305 North Clay Avenue	68944	402-772-2254	Harvard Food Mart & Liquor, Inc.	Hot Stuff Pizza
NE	Hubbard	Hubbard Mini Mart	319 Main Street	68741	402-632-4944	K & K Hubbard Mini Mart, LLC	Hot Stuff Pizza
NE	Indianola	Cenex Ag Valley Coop	424 D Street	69034	308-364-2564	Ampride Ag Valley	Hot Stuff Pizza
NE	La Vista	Dual Stop 110th	6912 South 110th Street	68128-5720	402-597-6800	NK Corporation	Hot Stuff Pizza

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
NE	Lexington	Fat Dogs	2607 Plum Creek Parkway	68850-2817	308-532-3090	Wilkinson Development	Hot Stuff Pizza/Gourmet Grub
NE	North Platte	Conex I-80 South (Mentzer)	3002 South Jeffers Street	69101	308-534-0287	Mentzer I-80 South LLC	Hot Stuff Pizza
NE	North Platte	Prairie Mart (Mentzer)	747 East North Lake Road	69101	308-532-1922	Mentzer - WR & DM LLC	Hot Stuff Pizza
NE	North Platte	Fat Dogs (Holiday)	102 Holiday Frontage Road	69101	308-532-9126	Wilkinson Development	Hot Stuff Pizza/Chopz
NE	North Platte	Fat Dogs (Dewey Street)	1313 South Dewey Street	69101	308-532-3090	Wilkinson Development	Hot Stuff Pizza/Gourmet Grub/Chopz
NE	Ogallala	Fat Dogs	100 Propector Drive	69153	308-532-3090	Wilkinson Development	Hot Stuff Pizza/Gourmet Grub/Chopz
NE	Prague	Sinclair Prague Quik Stop	614 West Highway Avenue	68050	402-663-5123	Martin Hale Enterprises, LLC	Hot Stuff Pizza
NE	Schuyler	Parkview One Stop	102 Colfax Street	68661	402-352-9960	Parkview One Stop LLC	Hot Stuff Pizza
NE	Wahoo	NP Mart	255 West 2nd Street	68066-1803	402-443-4420	Mekal Petroleum, LLC	Hot Stuff Pizza
NE	Wausa	Rolling Hills Country Club	87414 544th Avenue	68786-8715	402-586-2507	Bloodfield Wausa Recreation Area	Game Time Sports Grill
NE	Weeping Water	Weeping Water Express Lane	103 South East Street	68463	402-267-5939	ERAA Investments, Inc.	Hot Stuff Pizza/Gourmet Grub
NM	Farmington	Conoco Broadway (Speedy's / Spartin)	520 Broadway Avenue	87401	505-327-5611	Spartin Investments, LLC	Hot Stuff Pizza
NM	Farmington	Dino Mart #170 (Red Mesa, FLW, La Plata)	3101 La Plata Highway	87401-1884	505-330-0971	FLW Retailers, LLC	Hot Stuff Pizza
NM	Pine Hill	Pine Hill Market	Route 125	87321	505-775-3667	Sandia Enterprises, Inc.	Hot Stuff Pizza
OH	Albany	Marathon Food Center #237 (Mason County City Ice & Fuel)	5615 Washington Road	45710-9427	740-698-3600	City Ice & Fuel (Mason County E Coop)	Hot Stuff Pizza
OH	Edgerton	Valero Edgerton Main Stop (Saneholtz)	314 West Vine	43517-9600	419-298-3737	Saneholtz McKarns, Inc.	Hot Stuff Pizza
OH	Guysville	Marathon (Mason County City Ice & Fuel)	19100 US Route 50	45735	740-662-2190	City Ice & Fuel (Mason County E Coop)	Hot Stuff Pizza
OH	Hamden	Marathon Hamden Food Mart #280 (Mason County City Ice & Fuel)	38321 State Road 93 North	45634-8711	740-384-9888	City Ice & Fuel (Mason County E Coop)	Hot Stuff Pizza
OH	Little Hocking	Par Mar #14	66 Arrowhead Road	45742	740-989-2173	Par Mar Oil Company	Hot Stuff Pizza
OH	Marietta	Par Mar #83	26960 State Route 7	45750	740-373-4539	Par Mar Oil Company	Hot Stuff Pizza
OH	Middletown	Middletown BP (Patel)	6164 State Route 122	45005	513-727-9584	Sahu 14, LLC	Hot Stuff Kitchen
OH	Morrow	Kanta Oil	720 US Highway 22 and 3	45152-8413	515-342-1234	Kanta Oil, LLC	Hot Stuff Pizza/Gourmet Grub
OH	Pomeroy	Marathon One Twenty Four Mart (Mason County City Ice & Fuel)	31637 Dead Mans Curve Road	45769	304-532-7462	City Ice & Fuel (Mason County E Coop)	Hot Stuff Pizza
OH	Reading	Reading Village Market	8400 Reading Road	45215-5621	513-834-5537	Rudra, LLC	Hot Stuff Pizza
OH	Springfield	BP Charleston Pike	4750 South Charleston Pike	45502	937-323-3891	Springfield Oil, LLC	Hot Stuff Pizza/Smash Hit Subs
OH	Stockport	Windsor Store	1690 Broadway Street	43787	740-559-3000	Burt Building Co., Inc.	Hot Stuff Pizza/Gourmet Grub
OH	West Unity	West Unity Main Stop (Saneholtz)	204 Jackson Street	43570	419-924-2014	Saneholtz McKarns, Inc.	Hot Stuff Pizza/Chopz
OK	Blair	Blair Superette	302 Zinn Avenue	73526	580-563-9291	Blair Superette, LLC	Hot Stuff Pizza
OK	Blanchard (Dibble)	Hop N Sack #24 (D. Woodburn)	22681 Oklahoma Highway 76	73010-4665	405-344-6768	Hop N Sack #24, Inc. (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Cache	Hop N Sack #3 (Fran. - D. Woodburn)	405 West H Avenue	73527	580-429-8202	Hop & Sack #3, Inc. (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Comanche	Mac's	200 South 3rd Street	73529-0146	580-439-8881	Narayan, LLC	Hot Stuff Pizza
OK	Crescent	Earnheart's #2	418 North Grand Avenue	73028-8832	405-969-3255	Earnheart Stations, LLC	Hot Stuff Pizza
OK	Cyril	Cyril Food Mart	206 North 2nd Street	73029	580-464-3188	Rank 5 LLC	Hot Stuff Pizza/Hot Stuff Subs
OK	Elmore City	Cash N Carry	100 West Lindsey Street	73433	580-788-2644	Cash N Carry	Hot Stuff Pizza/Gourmet Grub
OK	Fletcher	Hop N Sack #10 (Fran. - R. Sellers)	14270 Highway 277 North	73541	580-549-6060	Hop & Sack #10, Inc.	Hot Stuff Pizza
OK	Kingfisher	Double D's	701 North Main	73750-2338	405-375-3161	Double D's (Kingfisher, OK)	Hot Stuff Pizza
OK	Laverne	Maggie's Mini Mart	915 South Broadway	73848-0710	580-921-3302	Maggie's Mini Mart, LLC	Hot Stuff Pizza
OK	Lawton	Hop N Sack #19 (Lee) (Fran. - S. Woodburn)	14902 Southeast Lee Boulevard	73501-9558	580-248-9180	RedWood, Inc. (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Lawton	Hop N Sack #12 (Rogers) (Fran. - D. Woodburn)	118 North East Rogers Lane	73507	580-355-5222	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Lawton	Hop N Sack #16 (Fran. - R. Sellers)	#2 Southeast 45th	73501	580-357-3016	Ricky Sellers dba Hop & Sack #16	Hot Stuff Pizza
OK	Lexington	H & T Quick Stop	16777 156th Street	73051-6226	405-527-1717	Sharym Enterprise, Inc.	Hot Stuff Pizza
OK	Medford	Jiffy Trip #317 (Hammer Williams)	210 East Highway 11	73759-2400	580-395-3181	Williams Capitol Corp aka Hammer Williams	Hot Stuff Pizza
OK	Mountain View	Hop N Sack #17 (Fran. - D. Woodburn)	197 West Main	73062-0486	580-347-2226	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza/Hot Stuff Subs
OK	Oklahoma City	City Mart #4 (59th St Lera)	924 Southeast 59th Street	73129	405-632-1166	ZD Petroleum Corp.	Hot Stuff Pizza
OK	Perry	2Go Express #1	2812 Fir Street	73077	580-336-9110	New Tex Energy Corp.	Hot Stuff Kitchen
OK	Rush Springs	Hop N Sack #2 (Fran. - S. Woodburn)	308 South Rush	73082	580-476-2507	JayShr, Inc. (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Sallisaw	Sparks Corner Store	464737 Highway 101	74955	918-774-0312	Sparks Corner Store	Hot Stuff Kitchen
OK	Snyder	Snyder Mart	503 East 13th Street	73566	580-569-4108	Lucky Mart, LLC	Hot Stuff Pizza
OK	Sulphur	Snak Shak Central	1200 West Broadway	73086-4416	580-622-2019	Barwater Development, Inc.	Hot Stuff Pizza
OK	Tonkawa	TA Tonkawa	16700 West South Avenue	74653	917-660-1246	New Tex Energy Corp.	Hot Stuff Kitchen
OK	Tuttle	Hop N Sack (Fran. - D. Woodburn)	5025 East Highway 37	73089	405-381-9370	Donovan Woodburn dba Hop & Sack (Donovan Woodburn & Sheryl Woodburn)	Hot Stuff Pizza
OK	Velma	Speedy G's	102 Purdue	73491	580-444-3660	Speedy G's Convenience Store, LLC	Hot Stuff Pizza
OR	Nyssa	M & W Market (Intermountain)	424 Main Street	97913	541-372-3916	Intermountain Food Stores, Inc.	Hot Stuff Pizza/Chopz
OR	Sheridan	American Market #18 (TJ Superette)	129 West Main Street	97378	503-843-3722	Jasper, Inc.	Hot Stuff Pizza
OR	Tangent	Circle K Crossroads Deli ARS #520	33685 Highway 99 East	97389	541-926-8756	Circle K Stores Inc.	Hot Stuff Pizza/Hot Stuff Subs
PA	Mount Morris	BFS Foods #22	106 Gas Company Road	15349	724-324-5385	BFS Foods Inc.	Hot Stuff Pizza
SC	Allendale	Tiger Express #4	5009 Allendale-Fairfax Highway	29810	803-584-0334	Mixon Incorporated	Hot Stuff Pizza
SC	Andrews	Citgo Andrews (West Main) (Girdhar)	1009 West Main Street	29510	843-264-9699	Girdhar, LLC	Hot Stuff Pizza
SC	Aynor	Exxon Tiger Mart #11 (Smith Rogers)	2841 Highway 501 East	29511	843-358-0555	Smith Rogers Oil Co Inc	Hot Stuff Pizza
SC	Gable	Kite Surfing, LLC	7800 Myrtle Beach Highway	29051	843-659-2240	Kite Surfing, LLC	Hot Stuff Pizza/Hot Stuff Subs
SC	Great Falls	Country Mart	16683 US Highway 21 North	29055-9667	803-482-6859	Country Mart	Hot Stuff Pizza/Hot Stuff Subs
SC	Lakeview	Exxon Tiger Mart #5 (Smith Rogers)	101 West 3rd Avenue	29563	843-759-2431	Smith Rogers Oil Co Inc.	Hot Stuff Pizza
SC	Latta	Exxon Tiger Mart #8 (Smith Rogers)	202 East Main Street	29565-1602	843-752-4271	Smith Rogers Oil Co Inc	Hot Stuff Pizza
SC	Longs	Exxon Tiger Mart #9 (Smith Rogers)	104 Highway 9 East	29568	843-399-2288	Smith Rogers Oil Co Inc	Hot Stuff Pizza
SC	Saint Stephen	Lee's Quick Stop	3792 Burns Avenue	29479-0700	843-567-5378	Balajee Properties, Llc	Hot Stuff Pizza
SC	Union	Highway 9 Grocery	1255 Jonesville-Lockhart Highway	29379	864-674-1991	2D's LLC	Hot Stuff Pizza/Hot Stuff Subs
SC	Walterboro	Circle C Travel Plaza	11109 Augusta Highway	29488	843-538-5443	Crosby Enterprises, Inc.	Hot Stuff Pizza
SD	Aberdeen	Pump N Pak	2323 8th Avenue Northeast	57401	605-225-9939	Stoltman - Aberdeen Pitt Stop, Inc.	Hot Stuff Pizza
SD	Alcester	Total Stop Food Store #9114-6114	210 East 1st Street	57001	605-934-2760	Total Stop Food Stores: Alcester Groceries, Inc.	Hot Stuff Pizza/Gourmet Grub
SD	Baltic	Classic Corner	200 Lovely Avenue	57003	605-529-5559	Classic Convenience, Inc.	Hot Stuff Pizza/Chopz
SD	Belle Fourche	Conex CBH Travel Center	18765 US Highway 85	57717	605-723-9000	CBH Cooperative	Hot Stuff Pizza
SD	Beresford	Jet Truck Plaza #6641 (Total Stop)	1501 West Cedar Street	57004-1520	605-763-5005	Total Stop Food Stores: Jet Convenience, Inc.	Hot Stuff Pizza/Hot Stuff Subs

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St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
SD	Box Elder	Timmons Market #2	316 Villa Drive	57719	605-718-5552	Timmons Market, LLC	Hot Stuff Pizza/Gourmet Grub
SD	Brandon	Coffee Cup Fuel Stop #7 (Harms)	1009 North Splitrock Boulevard	57005-2009	605-582-7229	Harms Oil Co dba Coffee Cup Fuel Stops	Hot Stuff Pizza
SD	Britton	Holland Bros. Oil	822 Vander Horck	57430-2200	605-448-5518	Holland Bros Oil (Britton, SD)	Hot Stuff Pizza/Gourmet Grub/Chopz
SD	Brookings	The Depot (MG Oil)	921 20th Street South	57006-6634	605-692-4424	M.G. Oil Company	Hot Stuff Pizza
SD	Burke	Pump N Stuff (Lockwood)	1124 Washington Street	57523	605-775-2302	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza/Chix
SD	Canton	Pump N Pak	110 West 5th Street	57013-1744	605-764-5780	SIVAA Inc.	Hot Stuff Pizza
SD	Carthage	The Cabaret	120 M Street	57323	605-772-9792	Grace Investments, LLC	Hot Stuff Pizza
SD	Centerville	Pump N Stuff (Lockwood)	831 Broadway	57014-2318	605-563-2005	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza/Hot Stuff Subs
SD	Chancellor	Total Stop #6119	200 State Highway 44	57015-5781	605-647-2700	Total Stop Food Stores: Chancellor Convenience LLC	Hot Stuff Pizza
SD	Clark	Cenex Big C Travel Plaza	801 1st Avenue East	57225	605-532-3704	Clark Community Oil	Hot Stuff Pizza
SD	Colman	Classic Corner	126 East 3rd Street	57017	605-534-3755	Classic Convenience, Inc.	Hot Stuff Kitchen
SD	Colton	Classic Corner	201 South Main Street	57018-2279	605-446-3717	Classic Convenience, Inc.	Hot Stuff Pizza/Chix/Chopz
SD	Crooks	Pump N Stuff (Lockwood)	401 South West Avenue	57020	605-543-6949	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza
SD	De Smet	Cowboy Country Store	104 East Highway 14	57231-2430	605-854-3553	4 Caballeros, Inc.	Hot Stuff Pizza
SD	Dupree	Cenex Farmers Union Coop	Highway 212	57623	605-365-5370	Farmers Union Oil Co. of Dupree, SD	Hot Stuff Pizza
SD	Eagle Butte	Lakota Thrifty Mart	Highway 212 & Main	57625-0310	605-964-2944	Cheyenne Rivery Grocery Marketing Coop dba Lakota Thrifty Mart	Hot Stuff Pizza
SD	Edgemont	Yesway #1175	103 North 6th Avenue	57735	605-662-5000	Yesway Convenience Stores	Hot Stuff Pizza/Chix
SD	Elk Point	A-1 Quik Stop	1009 West Main Street	57025-2289	605-659-1858	A-1 Quik Stop, LLC	Hot Stuff Pizza
SD	Faith	BP Amoco M & D Food Shop	State Highway 212 - Deep Creek Road	57626	605-967-2139	M & D Oil Company, Inc.	Hot Stuff Pizza
SD	Freeman	Total Stop #6107	601 US Highway 81	57029	605-925-4391	Total Stop Food Stores: Freeman Convenience LLC	Hot Stuff Pizza/Gourmet Grub
SD	Garretson	Palisades Oil Company	25353 485th Avenue	57030-6115	605-594-6656	Conbun Companies - Palisades Oil Company	Hot Stuff Pizza/Smash Hit Subs
SD	Gettysburg	Gas N Goodies	106 East Garfield	57442-1121	605-765-2761	Gettysburg Gas N Goodies, Inc.	Hot Stuff Pizza
SD	Gettysburg	Stan's	815 East Highway 212	57442	605-765-2266	Stanley's Inc.	Chopz
SD	Gregory	Gus Stop 7	408 West Highway 18	57533	605-835-9449	G.F. Buche, Co.	Hot Stuff Pizza
SD	Hartford	Get N Go #3 (Hartford) (Olson)	101 East 9th Street	57033-2210	605-528-6534	Olson Oil Co (Todd Olson)	Hot Stuff Pizza
SD	Herreid	Herreid Super Stop	1108 Main Street North	57632-0157	605-437-2301	WD Inc	Hot Stuff Pizza
SD	Higmore	Shell (Hokis)	100 US Highway 14 West	57345	605-852-2900	Hall Oil & Gas Co.	Hot Stuff Pizza
SD	Howes (Takini)	Lakota Thrifty Mart	19105 South Dakota Highway 34 / East Cherry Road	57748	605-964-2949	Cheyenne River Grocery Marketing Coop	Hot Stuff Pizza
SD	Huron	Corner Pantry #26 (Dakota Ave. North) (MG Oil)	1555 Dakota Avenue North	57350-0107	605-352-0551	M.G. Oil Company	Hot Stuff Pizza
SD	Huron	Corner Pantry #25 (Hwy 14) (MG Oil)	2369 Old Highway 14	57350	605-352-3877	M.G. Oil Company	Hot Stuff Pizza
SD	Huron	Corner Pantry #30 (Dakota Ave.) (MG Oil)	2075 Dakota Avenue South	57350	605-352-6493	M.G. Oil Company	Hot Stuff Kitchen
SD	Irene	Pump N Stuff - Irene (Lockwood)	221 East Main Street	57037	605-263-3322	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza
SD	Isabel	Cenex Locken Oil, LLC	104 North Main	57633	605-466-2143	Locken Oil, LLC	Hot Stuff Pizza
SD	Kadoka	Sinclair Discount Fuel	511 SD Highway 73	57543	605-837-2271	Discount Fuel, Inc.	Hot Stuff Pizza
SD	LaPlant	Lakota Thrifty Mart	US Highway 212	57652	605-964-2944	Cheyenne River Grocery Marketing Coop	Hot Stuff Pizza
SD	Lenmon	Lemmon Pit Stop	5 10th Street West	57638-1831	605-374-3746	Stoltman - Lemmon Pit Stop, LLC	Hot Stuff Pizza/Smash Hit Deli
SD	Lennox	Total Stop Convenience Store #6118	417 East 4th Avenue	57039	605-296-2400	Total Stop Food Stores: Lennox Groceries, Inc.	Hot Stuff Pizza/Gourmet Grub/Chopz
SD	Madison	Classic Corner	500 Southeast 10th Street	57042-3543	605-256-0338	Classic Convenience, Inc.	Hot Stuff Kitchen
SD	Marion	Donlan's Foodland	603 South Broadway	57043	605-648-3278	Donlan's Foodland and Variety, Inc.	Hot Stuff Pizza/Chopz
SD	Martin	Yesway #1181	201 Bennett Avenue	57551	605-685-6668	Yesway Convenience Stores	Hot Stuff Pizza/Chix
SD	Menno	Total Stop Convenience Store #9616-6116	551 East Highway 18	57045	605-387-5151	Total Stop Food Stores: Menno Groceries, LLC dba Total Stop Food Store	Hot Stuff Pizza/Cinnamon Street
SD	Milbank	Food N Fuel (GJT)	103 West 4th Avenue	57252-1712	605-432-6678	GJT, Inc.	Hot Stuff Pizza/Gourmet Grub
SD	Miller	Pump N Pak	709 North Broadway	57362-1028	605-853-3758	Milan, Inc.	Hot Stuff Pizza
SD	Mission	Cenex Zip Trip #77 (CHS)	1213 West Highway 18	57555	605-856-4434	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)	Hot Stuff Pizza
SD	Mobridge	Mobridge Pit Stop	705 West Grand Crossing	57601	605-845-3382	Stoltman - Lemmon Pit Stop, LLC	Hot Stuff Kitchen
SD	Oacoma	Oasis Pump N Pak	802 East Highway 16	57365-6524	605-234-5325	Oasis Pump N Pak, LLC	Hot Stuff Pizza/Gourmet Grub
SD	Onida	The Corner	18503 US Highway 83	57564-6906	605-258-2400	Cousins Corner Inc.	Hot Stuff Pizza
SD	Parker	Get N Go #9 (Parker) (Olson)	390 North Main	57053	605-297-3649	Olson Oil Co (Todd Olson)	Hot Stuff Pizza/Gourmet Grub
SD	Phillip	Corner Pantry #20 (MG Oil)	101 Pine Street	57567	605-859-3500	M.G. Oil Company	Hot Stuff Pizza
SD	Pierre	Yesway #1185	819 East Wells Avenue	57501-3307	605-224-7444	Yesway Convenience Stores	Hot Stuff Pizza
SD	Pierre	1 Stop Travel Plaza	29265 US Highway 14	57501-6526	605-223-1231	1 Stop Travel Plaza, Inc.	Hot Stuff Pizza
SD	Plankinton	Coffee Cup Fuel Stop #4 (Harms)	I-90 Exit 310	57368	605-942-7138	Harms Oil Co dba Coffee Cup Fuel Stops	Hot Stuff Pizza
SD	Platte	44 Road Stop	21 West 7th Street	57369-2205	605-337-3304	Olsen, Road Stop LLC	Hot Stuff Pizza
SD	Rapid City	Timmons Market (Fresh Start #37)	747 Timmons Boulevard	57703	605-393-3018	Timmons Market, LLC	Chix
SD	Redfield	One Stop	105 West 7th Avenue	57469-1124	605-472-1005	AMC Huron Co, Inc.	Hot Stuff Pizza
SD	Roscoe	AP Express	105 East Merrill Avenue	57471	605-287-4351	Roscoe Fuel, LLC	Hot Stuff Pizza
SD	Rosholt	Crossroads Convenience Store (TNT)	19 East Dakota Street	57260-2222	605-537-4828	TNT Enterprises, LLC	Hot Stuff Pizza/Hot Stuff Subs
SD	Sioux Falls	Get N Go #2 (12th Street) (Olson)	1500 West 12th Street	57104-4020	605-332-6668	Olson Oil Co (Todd Olson)	Hot Stuff Pizza
SD	Sioux Falls	Get N Go #10 (Marion Road) (Olson)	951 South Marion Road	57106-0238	605-338-4453	Olson Oil Co (Todd Olson)	Hot Stuff Pizza/Cinnamon Street
SD	Sioux Falls	Sanford Hospital Dakota Food Court Medical Building 4 Surgical Tower	1508 West 22nd Street	57117	605-328-1052	Sanford Health: Sanford Hospital USD Medical Center	Hot Stuff Pizza/Smash Hit Deli/Cinnamon Street/Hot Stuff Grill
SD	Sioux Falls	Sanford USD Medical Center Main Cafeteria Dakota Cafe	1305 West 18th Street	57105	605-328-1050	Sanford Health: Sanford Hospital USD Medical Center	Hot Stuff Pizza/Hot Stuff Subs
SD	Sioux Falls	Get N Go #22 (Cliff & 60th St. N) (Olson)	4915 North Cliff Avenue	57104	605-274-8717	Olson Oil Co (Todd Olson)	Hot Stuff Pizza
SD	Sisseton	Sinclair K & K Convenience and Wash (TNT)	309 East Hickory	57262	605-742-7474	TNT Enterprises, LLC	Hot Stuff Pizza
SD	Sturgis	Conoco Kick Start Travel Center	12998 State Highway 34	57785	605-347-2197	Mako Enterprises, Inc.	Hot Stuff Pizza
SD	Vermillion	Pump N Stuff (Lockwood)	203 East Main Street	57069	605-624-4909	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza
SD	Viborg	Pump N Stuff (Lockwood)	200 South Main Street	57070	605-326-5731	Pump N Stuff (Dave Lockwood)	Hot Stuff Pizza
SD	Wall	Red Rock	506 Glenn Street	57790	605-279-2388	The Red Rock	Hot Stuff Pizza
SD	Wanblee	Buche's Gas Stop Wanblee	22285 SD Highway 44	57577	605-462-6622	G.F. Buche, Co.	Hot Stuff Pizza
SD	Watertown	I-29 Fuels	825 35th Street Southeast	57201-9100	605-886-3055	P & L Convenience	Hot Stuff Pizza
SD	Watertown	Cowboy Country Store #1	305 10th Street Northwest	57201	605-882-3304	Spies Corporation	Hot Stuff Pizza
SD	Watertown	Cowboy Country Store #3	1400 4th Street Northeast	57201	605-886-4444	Spies Corporation	Hot Stuff Pizza
SD	Waubay	HR One Stop	815 North Main	57273	605-947-4271	HR One Stop, Inc.	Hot Stuff Pizza

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St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
SD	Webster	Cenex Convenience Store	11 West Highway 12	57274-1021	605-345-3549	Sioux Valley Cooperative (Webster, SD)	Hot Stuff Pizza/Eddie Peppers
SD	Wessington Springs	Humm-Dingr Convenience Store	105 Dakota South	57382	605-539-9095	Humm-Dingier Inc.	Hot Stuff Pizza/Hot Stuff Subs
SD	Winner	Cenex Zip Trip #76 (CHS)	641 West 2nd Street	57580	605-842-2999	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)	Hot Stuff Pizza
SD	Wolsey	281 Travel Center	601 Commercial Avenue Southwest	57384	605-883-4586	281 Travel Center	Hot Stuff Pizza
SD	Woonsocket	Skeeters Convenience Store	208 Dumont Street	57385	605-796-9497	Skeeters Bar & Grill, LLC	Hot Stuff Pizza
TN	Clarksville	TriStar / Sudden Service #75	1560 Hankook Drive	37043	615-384-5852	Hollingsworth Oil Co., Inc.	Hot Stuff Pizza
TN	Germantown	Shell Poplar (United Invest.)	9095 Poplar Avenue	38138	901-757-9930	United Investments LLC	Hot Stuff Pizza
TN	Murfreesboro	Nell Market	2911 Highway 99	37128-5025	931-252-1044	Nell Market LLC	Hot Stuff Pizza
TN	Parsons	Marathon Hot Spot	3205 Highway 641 North	38363	813-541-5698	RVAH Inc.	Hot Stuff Pizza/Chopz
TN	Westmoreland	TriStar / Sudden Service #73	5236 New Highway 31 East	37186-5070	615-644-0440	Hollingsworth Oil Co., Inc.	Hot Stuff Pizza
TN	Whitwell	Raceway Convenience & Video	13150 Highway 28	37397	423-658-6153	Raceway Convenience & Videos	Hot Stuff Pizza
TX	Austin	Valero Lake Hills Grocery & Meat Market	1500 Cuernavaca Drive	78733-1613	512-263-9809	Lake Hills Grocery & Meat Market / Arsh Trading Inc.	Hot Stuff Pizza
TX	Austin	Apple Mart	2101 Wickersham Lane, Suite A	78741-5374	512-386-5222	Badapura - Premier Business Investment, Inc.	Stone Willy Pizza House
TX	Ballinger	Yesway/Allsup	417 Hutchins Avenue	76821-5817	325-365-3237	Yesway Convenience Stores	Hot Stuff Pizza
TX	Canadian	Alexanders Grocery & Deli	959 South 2nd Street	79014-3005	806-323-8853	Alexander Grocery & Deli (Canadian, TX)	Hot Stuff Pizza/Chopz
TX	Chester	Jiffy Mart (Bill Dover)	13857 Main Street	75936-2514	936-969-2195	Bill Dover Co., Inc.	Hot Stuff Pizza
TX	Christoval	Yesway/Allsup	20793 South US Highway 277	76935	325-896-2246	Yesway Convenience Stores	Hot Stuff Pizza
TX	Coleman	Yesway/Allsup	516 South Commercial Avenue	76834	325-625-1011	Yesway Convenience Stores	Hot Stuff Pizza
TX	Copperas Cove	Star Mart 15	1903 North 1st Street	76522	254-518-6278	Kelly King, Inc.	Hot Stuff Pizza
TX	Eden	Yesway/Allsup	502 West Broadway	76837	325-869-8509	Yesway Convenience Stores	Hot Stuff Pizza
TX	Elmendorf	Valley Mart #10	20275 I-37 South	78112	210-621-0221	Valley Mart, Inc.	Hot Stuff Pizza
TX	Farmers Branch	Exxon Midway	4205 LBI Freeway	75244	972-239-7751	Midway Exxon	Hot Stuff Pizza
TX	Franklin	Mudd Creek Country Store	1968 US Highway 79	77856	979-828-0031	DBD Holdings, LLC	Hot Stuff Pizza
TX	Glen Rose	Texaco Mighty Mart	901 North East Big Bend Trail	76043	254-898-8888	Evergreen Lone Star, Inc.	Hot Stuff Pizza
TX	Hutto	Tradesman Food Box	100 Tradesman Park Drive	78634-4125	832-744-0308	Badapura - Tradesman Business Inc.	Hot Stuff Pizza/Chix
TX	Lufkin	Brooks Express / Bigs	4609 East State Highway 103	75901	936-634-3393	Bigs (Brooks Express, Inc.)	Hot Stuff Pizza/Chopz
TX	McGregor	Shell A&A Food Mart	804 West McGregor Drive	76657-1132	254-840-4236	Anderson, Inc.	Hot Stuff Pizza
TX	Menard	Yesway/Allsup	811 Ellis	76859-0181	325-396-2030	Yesway Convenience Stores	Hot Stuff Pizza
TX	Mexia	Exxon Charlies #4	315 North Highway 14	76667-2753	254-562-6296	TKR AK Investments, Inc.	Hot Stuff Pizza
TX	Midland	Whits Grocery	5011 South State Highway 349	79706	432-687-6106	SWL Legacy Corp.	Hot Stuff Pizza
TX	Nacogdoches	Nick's Travel Center #8	2407 Rayburn Drive	75961	936-615-4229	Rayburn Trading, Inc.	Hot Stuff Pizza/Gourmet Grub
TX	Nacogdoches	Nick's #7 BP	2601 Douglass Road	75964-3842	936-645-0765	Apple Oak Creek, Inc. (SZ Enterprises, Inc.)	Hot Stuff Pizza/Gourmet Grub
TX	Newton	Jiffy Mart (Bill Dover)	300 Highway 87 North	75966	409-379-4110	Bill Dover Co., Inc.	Hot Stuff Pizza
TX	Niederwald (Buda)	Snax Max #1	13901 El Camino Real	78640-0200	512-398-7645	Badapura - A & S Retail, Inc.	Hot Stuff Pizza
TX	Round Rock	Settler's Express	4450 East Old Settlers Boulevard	78665	512-716-0201	Badapura - Redbud Grocery, Inc.	Hot Stuff Pizza/Hot Stuff Subs
TX	San Angelo	Yesway/Allsup	1801 College Hills Boulevard	76904-4909	325-949-4222	Yesway Convenience Stores	Hot Stuff Pizza
TX	Smithville	Jimmy's Food N Gas	1501 Northeast Loop 230	78957-2033	512-237-2471	Four Seasons C-Store Group LLC	Hot Stuff Pizza
TX	Sonora	Yesway/Allsup	909 Water Avenue	76950	325-387-5082	Yesway Convenience Stores	Hot Stuff Pizza
TX	Sterling City	Yesway/Allsup	920 East 4th Street	76951	325-378-3617	Yesway Convenience Stores	Hot Stuff Pizza
TX	Water Valley	Yesway/Allsup	16277 North US Highway 87	76958	325-484-2034	Yesway Convenience Stores	Hot Stuff Pizza
TX	Willis Point	Mobil Mitchell Oil Co.	330 East South Commerce	75169	903-873-3510	Mitchell Oil Co. / Ben Mitchell Enterprises	Hot Stuff Pizza
UT	Altamont	Upper Country Market	3986 North 15675 West	84001	435-454-3818	D.J. Rentals, LLC dba UC Market	Hot Stuff Pizza
UT	Brigham City	Duke's	986 South Main	84302	435-723-5471	Duke's C-Store, LLC	Hot Stuff Pizza
UT	Duchesne	Gateway 66	655 West Main	84021	435-738-5700	Johnson & Madsen Properties, Inc.	Hot Stuff Pizza/Gourmet Grub
UT	Logan	Duke's	1905 South Highway 89-91	843221	435-753-7667	Duke's C-Store, LLC	Hot Stuff Pizza
UT	Roosevelt	Chevron Top Stop (Wind River)	521 East 200 North	84066	435-722-0999	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Pizza
UT	Vernal	Chevron Top Stop (Wind River)	1355 East Highway 40	84078	435-789-8292	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Pizza
VA	Chesapeake	Exxon Cavalier	3591 South Military Highway	23323	757-487-8059	Shri Sainath, LLC	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
VA	Christiansburg	NRV Superbowl	375 Arbor Drive	24073	540-382-5525	NRV Superbowl, LLC	Game Time Sports Grill
VA	Franklin	Duck Thru Food Store #5 (Shell) (Jernigan)	30001 Smith Ferry Road	23851-4217	757-569-8137	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
VA	Franklin	Duck Thru Food Store #39 (Jernigan)	807 Hunterdale Road	23851-2996	757-304-9903	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
VA	Hurt	Apple Market #3222 (GPM)	45 Ricky Van Shelton Drive	24563	434-324-2268	GPM Investments, LLC	Hot Stuff Pizza
VA	Moneta	Apple Market #3208 (GPM)	4640 Stewartville Road	24121	540-297-3712	GPM Investments, LLC	Hot Stuff Pizza
VA	New Castle	Carper Quick Mart & Supply	5178 Craig Valley Drive	24127-8581	540-864-8822	RLASK Incorporated	Hot Stuff Pizza
VA	Portsmouth	Citgo Lee's C-Store	4408 West Norfolk Road	23703	757-638-7045	SBV Corporation	Hot Stuff Pizza/Hot Stuff Subs
VA	Salem	Cavern's Market	5721 Fallbrooke Drive	24153	540-404-3318	Cavern Petro, Inc.	Hot Stuff Pizza
VA	Shawsville	Shawnee Market	7120 Roanoke Street	24162	540-268-2905	Patel's LLC	Hot Stuff Pizza/Chopz
VA	South Boston	World of Sports (JB's Burgers, Apps, & Taps)	2030 Bill Tuck Highway	24592	544-572-6924	Halifax County World of Sports, LLC	Hot Stuff Pizza
VA	Suffolk	Duck Thru Food Store #58 (Jernigan)	6125 Whaleyville Boulevard	23435	757-986-5045	Jernigan Oil Co., Inc. (Duck Thru)	Hot Stuff Pizza
VA	Bothell	Chevron North Creek	11611 Northeast 195th Street	98011	425-424-2405	Leeji Bluesky, Inc.	Hot Stuff Pizza/Hot Stuff Subs
WA	Bridgeport	Quik E Mart #3	2606 Foster Creek Avenue	98813-9770	509-686-9898	Foster Creek, LLC	Hot Stuff Pizza
WA	Cashmere	Hometown Market	300 Aplets Way	98815-1013	509-782-2629	Symraji, LLC	Hot Stuff Pizza/Gourmet Grub
WA	Connell	Metro Mart Connell	1 Eagle Crest Drive	99364	509-619-8097	Metro Mart, Inc.	Hot Stuff Pizza/Gourmet Grub
WA	Coulee Dam	Jack's at Coulee Dam / Coulee View Food & Fuel	2 Okanagan Avenue	99116-1502	509-633-5951	Brake, Inc.	Hot Stuff Pizza
WA	Davenport	Cenex Traders Express (Valley Wide Coop)	300 Morgan	99122	509-725-0265	Valley Wide Cooperative (Shoshone, ID)	Hot Stuff Pizza
WA	Maple Falls	Starvin Sam's	7519 Kendall Road	98266	360-599-2668	SVB Holding Inc / Keith Oil	Hot Stuff Pizza/Gourmet Grub
WA	Monroe	Fryeland 76	16361 West Main Street	98272-2662	360-794-5020	Fryeland 76	Hot Stuff Pizza
WA	Mount Vernon	Union 76 Anderson Road 76	2829 Cedarvale Road	98274-9615	360-428-6981	Anderson Road 76	Hot Stuff Pizza/Hot Stuff Subs
WA	Moxee	Super 7 Convenience Store	300 West Seattle Avenue	98936	509-833-0532	AASI, LLC	Hot Stuff Pizza/Gourmet Grub
WA	Omak	Omak Truck Stop	800 East Riverside Drive	98841	509-826-2965	Samra Fuel, LLC	Hot Stuff Pizza
WA	Omak	Stampepe Mini Market	111 Riverside Drive	98841-9373	509-826-4279	ARSHI LLC	Hot Stuff Pizza
WA	Orondo	Shell Willis Super	21318 State Road 97	98843-9751	509-995-4610	Khara, Inc.	Hot Stuff Pizza/Gourmet Grub

List of Franchise Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
WA	Oroville	Quik Mart 76	1501 Main Street	98844	509-476-2161	JAS 2009, LLC dba Quik Mart 76	Hot Stuff Pizza
WA	Othello	Potholes General Store (Hwy 262)	6897 Highway 262 Southeast	99344	509-346-2503	Wallred LLC	Hot Stuff Pizza
WA	Othello	76 Othello (1st St.)	1220 South 1st Street	99344-1826	509-488-2666	Rania Group, Inc.	Hot Stuff Pizza
WA	Pullman	Cenex Four Star Supply Pullman	355 State Street Northwest	99163-4805	509-334-1864	Four Star Supply, Inc.	Hot Stuff Pizza
WA	Richland	Rocket Mart	2201 Stevens Drive	99352	509-375-5327	G.S. Gasoline	Hot Stuff Pizza
WA	Spokane Valley	Chevron Circle N Food Store #1 Amerimart	3620 North Sullivan Road	99216-1829	509-928-2200	BLN Brothers LLC	Hot Stuff Pizza
WA	Tacoma	Chevron Midland	3004 112th Street East	98445-2216	206-412-6486	Gill & Kahlon, Inc.	Hot Stuff Pizza
WA	West Richland	Rocket Mart #7	4205 Kennedy Road	99353-8780	509-628-2229	G.S. Gasoline	Hot Stuff Pizza/Gourmet Grub
WI	Almena	Cenex Almena (Synergy)	241 East US Highway 8	54805	715-357-3957	Synergy Cooperative	Hot Stuff Pizza
WI	Amery	Amery Express (Cenex Countryside Coop)	210 South Keller Avenue	54001	715-268-5872	Amery Express, Inc.	Hot Stuff Pizza/Gourmet Grub
WI	Arcadia	Express Mart (Thaler)	751 West Main Street	54612-1114	608-325-7828	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza
WI	Athens	Cenex Convenience Store (River Country)	900 Pine Street	54411	715-257-7587	River Country Co-Op	Hot Stuff Pizza
WI	Auburndale	Cenex ProVision Auburndale Convenience Store	10391 County Road K	54412	715-687-3131	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Baldwin	Cenex Consumer's Cooperative	930 10th Avenue	54002-9706	715-684-5543	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza/Hot Stuff Subs
WI	Baraboo	Pierce's West Express	527 Linn Street	53913-1046	608-356-8820	BWP Express, Inc.	Hot Stuff Pizza
WI	Barron	Cenex Barron Truck Stop (Synergy)	1710 East Division Avenue	54812	715-537-3658	Synergy Cooperative	Hot Stuff Pizza
WI	Black River Falls	Cenex 4 Season's Quik Stop (Provision)	NS885 Highway 54 North	54615	715-284-3138	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Bloomer	Cenex Bloomer C-Store Main Street (River Country)	1300 Main Street	54724	715-933-0261	River Country Co-Op	Hot Stuff Pizza
WI	Boyceville	Cenex Synergy Coop (Synergy)	915 Highway 79	54725-7537	715-643-3226	Synergy Cooperative	Hot Stuff Pizza
WI	Bruce	Express Mart (Thaler)	533 North Main Street	54819	715-868-2822	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza
WI	Butler	W Fuel Stop	12419 West Hampton Avenue	53007	414-588-0554	Spring West, LLC	Hot Stuff Pizza
WI	Cadott	Cenex Convenience Store (River Country)	641 South Highway 27	54727-9611	715-289-3953	River Country Co-Op	Hot Stuff Pizza
WI	Campbellsport	Ty's Place	118 West Main Street	53010	920-533-6077	Ty's Place, LLC	Hot Stuff Pizza/Hot Stuff Subs/Paavo's
WI	Cascade	R-Store #58 (GPM)	209 Madison Avenue	53011-0228	920-528-7222	GPM Investments, LLC (Risier Fuels, LLC)	Hot Stuff Pizza
WI	Chippewa Falls	Cenex Convenience Store (River Country)	1080 West River Street	54729-2163	715-723-7005	River Country Co-Op	Hot Stuff Pizza/Hot Stuff Subs
WI	Chippewa Falls	Express Mart (Thaler)	1975 County Highway X	54729-9216	715-723-7879	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza
WI	Colby	Cenex ProVision Partners Convenience Store	702 South Division Street	54421	715-223-2306	ProVision Partners Cooperative	Hot Stuff Pizza/Gourmet Grub
WI	Colfax	Cenex Colfax (Synergy)	401 Railroad Avenue	54730-8908	715-962-3172	Synergy Cooperative	Hot Stuff Pizza
WI	Cumberland	Cenex Synergy Coop (Synergy)	2104 Carlone Street	54829	715-822-3770	Synergy Cooperative	Hot Stuff Pizza/Gourmet Grub/Chix
WI	Dorchester	Cenex Convenience Store (River Country)	North 16097 State Highway 13	54425	715-654-5559	River Country Co-Op	Hot Stuff Pizza
WI	Durand	Cenex Consumer's Cooperative	420 2nd Avenue East	54736	715-672-8323	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza
WI	Eau Claire	Cenex Convenience Store (River Country) (Travel Center 33rd Ave.)	5924 33rd Avenue	54703-6317	715-874-0290	River Country Co-Op	Hot Stuff Pizza/Hot Stuff Subs
WI	Eau Claire	Cenex Convenience Store (River Country) (Ferry St)	101 Ferry Street	54703-5975	715-832-0045	River Country Co-Op	Hot Stuff Pizza
WI	Edgar	Cenex Edgar Travel Center (River Country)	West 4888 County Highway H & 29	54426	715-352-2414	River Country Co-Op	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
WI	Eleva	Express Mart (Thaler)	26145 West Mondovi Street	54738-5300	715-287-3354	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza
WI	Ellsworth	Cenex Consumer's Cooperative	610 East Main Street	54011	715-273-4363	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza
WI	Elmwood	Cenex Consumer's Cooperative	404 East Omaha	54740-0158	715-639-2761	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza/Hot Stuff Subs
WI	Fairchild	Cenex Fairchild C Store (Provision)	West 13007 US Highway 10	54741	715-334-5901	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Florence	Florence Mini Mart (LaFaive)	869 Central Avenue	54121	715-528-4880	LaFaive Oil Co., Inc. (LaFaive of Florence, Inc.)	Hot Stuff Pizza
WI	Galesville	Express Mart (Thaler)	16894 South Main Street	54630-7266	608-582-2848	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza
WI	Glenwood City	Cenex Consumer's Cooperative	525 1st Street	54013	715-265-4439	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza
WI	Granton	Cenex ProVision Granton Convenience Store	North 4461 County Road K	54436	715-238-7972	ProVision Partners Cooperative	Hot Stuff Kitchen
WI	Greenwood	Cenex Convenience Store (River Country)	414 South Main Street	54437	715-267-6105	River Country Co-Op	Hot Stuff Pizza
WI	Hixton	Cenex Cheese Hut (Provision)	141 Interstate Road	54635	715-284-5354	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Holcombe	Cenex Convenience Store (River Country)	26473 State Highway 27	54745-5503	715-595-4112	River Country Co-Op	Hot Stuff Pizza/Gourmet Grub
WI	Holcombe	Cenex 12 Mile Store (River Country)	North 275 Highway 27	54745	715-532-9654	River Country Co-Op	Hot Stuff Pizza
WI	Jim Falls	Cenex Convenience Store (River Country)	19786 139th Avenue	54748	715-382-4554	River Country Co-Op	Hot Stuff Pizza
WI	Kewaskum (Boltonville)	R-Store #60 (GPM)	9294 Highway 144	53040	262-692-2772	GPM Investments, LLC (Risier Fuels, LLC)	Hot Stuff Pizza
WI	Kewaunee	Center Court Convenience	1614 Center Street	54216	920-388-3755	Center Court Convenience, LLC	Hot Stuff Pizza
WI	Lac Du Flambeau	Lake of the Torches Casino	510 Old Abe Road	54538	715-588-7070	Lake of the Torches Economic Development Corp	Hot Stuff Pizza
WI	Luck	Cenex Consumer's Cooperative	2527 State Road 35	54853	715-472-8393	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza
WI	Merrill	Cenex (River Country)	1300 North Center Street	54452-1251	715-536-5600	River Country Co-Op	Hot Stuff Pizza
WI	Merrillan	Cenex Double T Quick Stop (Provision)	302 North Washington Street	54754	715-333-7650	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Middleton	Cenex Convenience Store	1755 Pleasant View Road	53562-0348	608-831-8215	Cenex Convenience Store (Middleton, WI)	Hot Stuff Pizza
WI	Mishicot	Cenex Country Visions Mishicot	114 East Main Street	54228-0068	920-755-4800	Country Visions Cooperative	Hot Stuff Pizza
WI	Mondovi	Cenex Consumer's Cooperative	801 East Main Street	54755	715-926-5774	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza/Gourmet Grub
WI	New Auburn	Cenex New Auburn C-Store (River Country)	11403 County Highway M	54757	715-967-2171	River Country Co-Op	Hot Stuff Pizza
WI	New Berlin	Quick Mart New Berlin	19400 West College Avenue	53146	262-710-4006	QuickSave, LLC	Hot Stuff Pizza
WI	Oconto	Shell Wagner Food Mart	517 Smith Avenue	54153-0166	920-834-5711	Wagner of Oconto, Inc.	Hot Stuff Pizza
WI	Oshkosh	Oshkosh Pantry 41	3700 Jackson Drive	54901-9793	920-232-3501	Oshkosh Pantry 41 LLC	Hot Stuff Pizza
WI	Owen	Cenex Creekside Convenience	132 West 3rd Street	54460	715-229-4870	Creekside Convenience LLC	Hot Stuff Pizza/Chopz
WI	Pittsville	Cenex ProVision Partners Convenience Store	8315 Highway 13	54466	715-884-2501	ProVision Partners Cooperative	Hot Stuff Pizza
WI	Plymouth	R-Store #61 (GPM)	1232 County Road O	53073-4106	920-892-2655	GPM Investments, LLC (Risier Fuels, LLC)	Hot Stuff Pizza
WI	Prairie Farm	Cenex River Country Coop (River Country)	310 River Avenue South	54762	715-455-1490	River Country Co-Op	Hot Stuff Pizza
WI	Pulaski	TrueNorth	113 South Wisconsin Street	54162-9208	920-822-8303	Truenorth Energy LLC	Hot Stuff Pizza
WI	Reedsville	Cenex Country Visions Reedsville	305 6th Street	54230	920-754-4466	Country Visions Cooperative	Hot Stuff Pizza
WI	Rice Lake	Cenex Rice Lake West (Synergy)	2022 Cenex Drive	54868	715-962-3172	Synergy Cooperative	Hot Stuff Pizza
WI	Ridgeland	Cenex Ridgeland (Synergy)	229 Railroad Street	54763	715-949-1165	Synergy Cooperative	Hot Stuff Pizza
WI	Seymour	Seymour BP	234 North Main Street	54165-0158	920-833-7790	Arogya, LLC	Hot Stuff Pizza
WI	Sheboygan Falls	Petro Center #7	1010 Fond Du Lac Avenue	53085-1102	920-467-6586	Sheboygan Oil	Hot Stuff Pizza
WI	Shell Lake	Cenex Shell Lake Convenience Store (Synergy)	331 Highway 63	54871	715-468-2302	Synergy Cooperative	Hot Stuff Pizza
WI	Siren	Holiday Stationstore #119	24096 State Road 3570	54872	715-349-2410	Holiday Stationstores, Inc.	Hot Stuff Pizza

List of Franchisee Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
WI	Somerset	Holiday Stationstore #228	121 Main Street	54025-0340	715-247-3863	Holiday Stationstores, Inc.	Hot Stuff Pizza
WI	Stratford	Cenex ProVision Partners Convenience Store	100 East Fir Street	54484	715-687-3217	ProVision Partners Cooperative	Hot Stuff Pizza/Gourmet Grub
WI	Strum	Cenex Consumer's Cooperative	107 West Balsam Street	54770-7815	715-695-3128	Consumer's Cooperative (Alcivia - Countryside Cooperative)	Hot Stuff Pizza
WI	Superior	Holiday Stationstore #229	4827 East 2nd Street	54880	715-398-6306	Holiday Stationstores, Inc.	Hot Stuff Pizza
WI	Turtle Lake	Cenex Laker Country Sports & Convenience (Synergy)	630 US Highway 8 & 63	54889	715-986-4750	Synergy Cooperative	Hot Stuff Pizza
WI	Weyerhaeuser	Cenex Convenience Store (River Country)	West 14336 Highway 8	54895	715-353-2612	River Country Co-Op	Hot Stuff Pizza/Gourmet Grub
WI	Whitelaw	Cenex Country Visions Branch C-Store	8133 Highway 10	54247	920-682-2676	Country Visions Cooperative	Hot Stuff Pizza
WI	Wrightstown	Shell Bridgeport	525 Main Street	54180	920-532-0224	SAI KRUPA, LLC	Hot Stuff Pizza
WV	Bruceton Mills	BFS Foods #10	94 Fuel Drive	26525	304-379-3804	BFS Foods Inc.	Hot Stuff Pizza
WV	Danville	Par Mar #175	384 Prichard Road	25053	304-369-2090	Par Mar Oil Company	Hot Stuff Pizza
WV	Davis	BFS Foods #18	22 Blackwater Falls Road / HC 70, 6511 Appalachian Highway	26260-8232	304-259-4640	BFS Foods Inc.	Hot Stuff Pizza
WV	Elkview	Par Mar Store #171	5114 Elk River Road	25071	304-965-0946	Par Mar Oil Company	Hot Stuff Kitchen
WV	Lenore	Marathon Lenore	Highway 65 & Main Street	25676	304-475-4771	Lenore Chevron	Hot Stuff Pizza
WV	Parkersburg	Marathon Food Center #150 (Mason County City Ice & Fuel)	116 Point Drive	26101	304-422-1576	City Ice & Fuel (Mason County Exxon, Inc.)	Hot Stuff Pizza
WV	Pleasant Valley	Par Mar #22	2219 Kingmont Road	26554-8211	304-336-4444	Par Mar Oil Company	Hot Stuff Pizza/Gourmet Grub
WV	Point Pleasant	Camp Conley Mart #174 (Mason County City Ice & Fuel)	3442 Ohio River Road	25550	304-675-6467	City Ice & Fuel (Mason County Exxon, Inc.)	Hot Stuff Pizza
WV	Ravenswood	Silverton Food Mart #125 (Mason County City Ice & Fuel)	28 Wilding Road	26164-5331	304-273-3021	City Ice & Fuel (Mason County Exxon, Inc.)	Hot Stuff Pizza/Gourmet Grub
WV	Romney	Romney Liberty	22752 Northwestern Turnpike	26757	304-822-8465	Aryan LLC	Hot Stuff Kitchen
WV	South Charleston	Corridor G Tiger Mart #185 (Mason County City Ice & Fuel)	278 Sand Plant Road	25309	304-756-3005	City Ice & Fuel (Mason County Exxon, Inc.)	Hot Stuff Pizza/Gourmet Grub
WV	Williamstown	Par Mar #99	13135 Emerson Avenue	26187-8086	304-464-5264	Par Mar Oil Company	Hot Stuff Pizza
WY	Buffalo	Cenex Big Horn Coop	107 US Highway 16 East	82834	307-684-9561	Big Horn Co-Operative Marketing Association	Hot Stuff Pizza/Gourmet Grub/Chopz
WY	Cheyenne	Superpumper #45	3306 West College Drive	82007-1926	307-638-1500	Superpumper Inc.	Hot Stuff Pizza
WY	Gillette	Flight Zone Trampoline Park	4901 Tanner Drive	82718	307-299-8897	Flight Zone LLC	Hot Stuff Pizza/Game Time Sports Grill
WY	Guernsey	Fast Stop #1132	550 West Whalen	82214	307-836-3155	Fast Stop, LLC	Hot Stuff Pizza/Hot Stuff Subs
WY	Lovell	Rose City Lanes	127 East 3rd	82431-2027	307-548-7732	Rose City Lanes, LLC	Hot Stuff Pizza
WY	Lovell	Country Store #1	575 East Main Street	82431-0216	307-548-7110	Country Store	Cinnamon Street
WY	Lusk	Yesway #1179	301 South Main	82225	307-334-2248	Yesway Convenience Stores	Hot Stuff Pizza/Chix
WY	Newcastle	Gateway Travel Center	5007 Highway 16	82701	307-746-5057	Gateway Travel Center, LLC	Hot Stuff Pizza
WY	Riverton	Cenex Big Horn One Stop	1157 North Federal Boulevard	82501	307-856-3785	Big Horn Co-Operative Marketing Association	Hot Stuff Pizza/Gourmet Grub/Chopz
WY	Sundance	Yesway #1195	522 Cleveland Street	82729	307-283-2320	Yesway Convenience Stores	Hot Stuff Pizza/Chix
WY	Worland	Cenex Big Horn One Stop	400 West Big Horn	82401-0037	307-347-4281	Big Horn Co-Operative Marketing Association	Hot Stuff Pizza/Gourmet Grub/Chopz

List of Former Franchisees

[SEE ATTACHED]

FY 2023 Closed Units

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
AL	Tuscaloosa	Sprint Mart #4149	455 15th Street East	35401-3611	205-409-9838	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
AL	Pine Hill	Leona Kitchen Bar and Grill	4957 County Road 18	36769	334-456-1258	Leona Kitchen Bar and Grill LLC	Hot Stuff Pizza
AL	Tuscaloosa	Exxon Food Mart	8505 Highway 69 South	34505	205-886-2402	SAS Food Mart, LLC	Hot Stuff Pizza
AL	Talladega	CC's Tobacco & Package	8045 Stemley Bridge Road	35160	256-268-6161	Ashland Enterprises, LLC	Hot Stuff Pizza
AL	Wadley	Hometown Market	49265 Highway 22	36276-3407	256-395-4570	Shiv II LLC	Hot Stuff Pizza/Gourmet Grub
AL	Wetumpka	Kwik Sack	597 Coosa River Parkway	36092	334-414-4458	Jai Kru LLC	Hot Stuff Pizza
AL	Linden	Main Linden Store	2010 South Main Street	36748-3120	334-295-0087	Main Linden Store, LLC	Hot Stuff Pizza
AR	Cherry Valley	Jordan's Kwik Stop #55	3806 Highway 1	72324-8942	870-588-4273	Jordan's Kwik Stop, Inc.	Hot Stuff Pizza
AR	Crawfordsville	Jordan's Kwik Stop #62	7611 Highway 64	72327	870-823-5312	Jordan's Kwik Stop, Inc.	Hot Stuff Pizza
AZ	Flagstaff	Chevron Old Route 66	1785 South Railroad Springs Boulevard	86001-2492	928-773-8676	Doyle Customer Creations	Hot Stuff Pizza
AZ	Kingman	Station 66	4115 Thompson Avenue	86409-2366	928-681-8256	Station 66, Inc.	Hot Stuff Pizza/Smash Hit Deli
AZ	Ash Fork	Shell Murphy's	1198 West Old Highway 66	86320	928-637-2580	Murphy Development, Inc.	Hot Stuff Pizza/Chopz
AZ	Lupton (Sanders)	Good to Go (Speedy's)	I-40 Exit 359 & Grant Road	86508	928-688-2775	Good2Go Stores, LLC	Hot Stuff Pizza/Chopz
AZ	Sierra Vista	Chevron Fry Boulevard (Max Mini)	1796 East Fry Bouevard	85635	909-731-2505	Max Mini Mart Ltd.	Hot Stuff Pizza
AZ	Lake Havasu City	Texaco Food Mart	1571 South Palo Verde Boulevard	86403-4639	928-854-1570	WCP Oil LLC	Hot Stuff Pizza
CA	San Jose	Capital Shell (AU Energy Vintners)	1601 North Capital Avenue	95132-2106	408-259-7816	AU Energy, LLC	Chopz
CA	San Jose	Silver Creek Valley Shell (AU Energy Vintners)	5801 Silver Creek Place	95138-1059	408-238-7348	AU Energy, LLC	Chopz
CA	Firebaugh	Chevron Firebaugh Travel Plaza	15838 Paul Negra Road	93622-9563	209-364-6437	Grand Petroleum, Inc.	Hot Stuff Pizza
CA	Thornton	J.D. Service Station	9015 Walnut Grove Road	95686	209-794-8993	Singh: J.D. Service Stations, Inc.	Hot Stuff Pizza
CA	San Bernardino	Chevron Extramile	1677 Devore Road	92407	909-880-7888	A&S Petra, Inc.	Hot Stuff Pizza
CA	Stockton	Hammer / I-5 Arco	3250 West Hammer Lane	95209-2737	209-474-9125	Hammer/I-5 Investments, Inc.	Hot Stuff Pizza
CA	Livermore	Greenville Chevron	7300 South Front Road	94551	510-386-3684	Singh: Gateway Investments LLP	Hot Stuff Pizza/Gourmet Grub
CA	Calexico	Calexico Circle K	1098 East Cole Boulevard	92231	760-357-5776	My Mihan, Inc.	Hot Stuff Pizza
FL	Tallahassee	Bradfordville Susie Q's	1500 Bannerman Road	32312-5092	850-894-9912	Suzie Q's (Baldev Bannerman LLC)	Hot Stuff Pizza/Gourmet Grub
GA	Cairo	Susie Q's #30	45 US Highway 84 East	39828-1604	229-377-1099	Susie Q's (AVA Development LLC)	Hot Stuff Pizza
GA	Thomasville	Susie Q's #20	1334 West Jackson Street	31792-6360	229-226-4473	Susie Q's (AVA Development LLC)	Hot Stuff Pizza/Hot Stuff Subs/Gourmet Grub
GA	Camilla	Susie Q's #70	8 US Highway 19 South	31730-1960	229-336-0099	Susie Q's (AVA Development LLC)	Hot Stuff Pizza
IA	Hiawatha	Big 10 Mart #19 (Molo)	1225 Boyson Road	52233	319-294-2921	Molo Oil Company	Hot Stuff Pizza/Smash Hit Subs
IA	Rockwell	Jonesy's Stop-N-Shop	104 1st Street North	50469	641-822-4710	BSJ Investments, Inc.	Hot Stuff Pizza/Gourmet Grub
IA	Swea City	Yesway #1198	101 4th Avenue West	50590	515-870-8181	Yesway Convenience Stores	Hot Stuff Pizza
IA	Arlington	6 Corners Gas N Grub	300 East Street	50606-9734	563-633-5118	Valley Pines Enterprises, LLC	Hot Stuff Pizza
ID	Mud Lake	Ike's	1092 East 1500 North	83450	208-663-4441	Ike's	Hot Stuff Pizza/Smash Hit Deli
ID	Challis	The Village Square	600 Highway 93 South	83226	208-879-4650	TLC Village Square, LLC	HSP (Slice)/HSS
ID	Heyburn	Hub 66	600 West 332 South	83336	208-679-2122	Bailey Oil Co Inc	Hot Stuff Pizza/Hot Stuff Subs
IN	South Bend	Star002	2304 State Road 23	46535	574-344-9430	Star002, LLC	Hot Stuff Pizza
KS	Phillipsburg	Mac's Kwik Stop	1390 State Street	67661-8758	785-540-4100	Mac's Kwik Stop, Inc.	Hot Stuff Pizza
KS	Hoxie	Stop 2 Shop	1017 Oak Avenue	67740	785-675-3909	Hoxie Stop 2 Shop, LLC	Hot Stuff Pizza/Gourmet Grub/Chopz
KS	Oakley	Jamboree Foods	127 Converse	67748	785-672-3205	Jamboree Foods	Hot Stuff Pizza
KS	Newton	Newell Truck Plaza (Roadster)	200 Manchester Ave.	67114	512-767-3192	Roadster Management LLC / Nissa Investment, LLC	Hot Stuff Pizza/Gourmet Grub
KY	Somersset	Midland Farms	1990 Oak Hill Road	42503-4809	605-425-4832	1990 Somersset KY, LLC	Hot Stuff Pizza/Chopz
KY	Warsaw	Stateline Shop Quik	2765 US Highway 42 West	41095	515-515-2022	Stateline Properties, LLC	Hot Stuff Pizza
LA	Ponchatoula	Chevron LA Sportsman's Paradise	42763 Highway 445	70454-5534	985-345-5001	SJA Properties, LLC	Hot Stuff Pizza
LA	Kilbourne	Kilbourne Deli Mart	373 Kilbourne Avenue	71253	318-428-5400	Kilbourne Deli Mart, LLC	Hot Stuff Pizza
MN	Plummer	Cenex Red River Ag. Convenience Store	530 US Highway 59 South	56748	218-465-4215	Red River Ag. LLC	Hot Stuff Pizza
MO	Bloomfield	C-Mart (Chrisman)	405 South Highway 25	63825	573-568-4507	Chrisman LP Gas	Hot Stuff Pizza/Smash Hit Subs
MS	Starkville	Sprint Mart #4125	600 South Montgomery Street	39759-3802	662-268-1027	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Nettleton	Chevron #5	107 Metts Roadd	38858	662-963-2199	Chevron #5	Hot Stuff Kitchen
MS	Water Valley	Sprint Mart #48	600 North Main Street	38965-2524	662-473-1135	Victory Marketing, LLC / Sprint Mart	Hot Stuff Pizza
MS	Tupelo	Journey's #2	2908 Cliff Gookin Boulevard	38801	901-351-9319	Journey's, Inc.	Hot Stuff Kitchen
MS	Greenwood	K-Way	1918 Grenada Boulevard	38930	662-219-0077	RKC Enterprise, LLC	Hot Stuff Pizza/Chopz
MS	Durant	Gas Mart #107 (Sayle)	31290 Highway 12 West	39063	662-653-6894	Sayle Oil Co., Inc.	Hot Stuff Pizza
MS	Banner	Pop's	527 Highway 9 West	38913	662-413-7677	Pop's LLC	Hot Stuff Pizza
MT	Browning	464 C-Store	99 Highway 464	59417	406-338-4464	Toora Brothers Inc.	Hot Stuff Pizza/Hot Stuff Subs
MT	Red Lodge	Cenex Zip Trip #74 (CHS)	902 North Broadway	59068	406-446-0338	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)	Hot Stuff Pizza
NC	Albemarle	Quik Chek #18 (West Hill)	613 West Main Street	28001	704-983-2270	West Hill Ranch Group, LLC	Hot Stuff Pizza

NC	Biscoe	Quik Chek #3 (West Hill)	511 East Main Street	27209-9779	910-428-1327	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Liberty	Quik Chek #47 (West Hill)	402 West Swannanoa	27298-3134	336-622-4032	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Oakboro	Quik Chek #20 (West Hill)	713 Main Street	28129-9615	704-485-8651	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Robbins	Quik Chek #49 (West Hill)	100 Highway 705	27325	910-948-4561	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Seagrove	Quik Chek #26 (West Hill)	408 Broad Street	27341	336-873-7062	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Troy	Quik Chek #9 (West Hill)	530 North Main Street	27371-2744	910-576-1747	West Hill Ranch Group, LLC	Hot Stuff Pizza
NC	Henderson	Green Lands, Inc.	2064 Vicksboro Road	27537	252-226-6475	Green Lands, Inc.	Hot Stuff Pizza
ND	Plaza	Cenex Plaza Makoti C-Store (Enerbase)	33800 Highway 23	58771	701-726-5711	Farmers Union Oil Company of Minot, ND / Enerbase Cooperative Resources	Hot Stuff Pizza
ND	New Salem	Tesoro Rud's	1310 North 8th Street	58563-4404	701-843-7508	Rud Oil Co	Hot Stuff Pizza/Gourmet Grub
ND	Portal	Gastrak of Portal #258	107 Raceway Avenue	58772	701-926-4991	Gastrak of North Dakota LLC (Americana Hotel of North Dakota LLC)	Hot Stuff Pizza/Gourmet Grub/Chopz
NE	Plainview	Speedy Mart #2870	204 West Park Street	68769-0052	402-582-3751	Western Oil, Inc.	Hot Stuff Pizza
NE	Alliance	Cenex Westco Terry's	1639 West 3rd Street	69301-3131	308-462-5611	Western Cooperative Co.	Hot Stuff Pizza/Chix
NE	Valentine	Conoco (Western Oil)	203 East Highway 20	69201	402-376-2283	Western Oil, Inc.	Hot Stuff Pizza
NE	Imperial	Cenex Frenchman Valley Coop T-Junction	810 East Highway 6	69033	308-882-7792	Frenchman Valley Coop	Gourmet Grub
NE	Culbertson	Mentzer Culbertson #7	37394 US Highway 34	69024	308-278-2101	Mentzer - WR & DM LLC	Hot Stuff Pizza
NE	Auburn	Shell Speedee Mart	802 J Street	68305	402-274-5228	Mayberry, Inc.	Hot Stuff Pizza
NE	Gretna	Speedee Mart Gretna	431 South Highway 6	68028	402-332-5400	Western Oil, Inc.	Hot Stuff Pizza
NE	Oxford	Cenex Ag Valley Coop	202 East Cornwall	68967	308-824-3850	Ampride Ag Valley	Hot Stuff Pizza
NM	San Jon	Cenex #1162	2369 State Highway 469	88434	505-576-9404	Yesway Convenience Stores	Hot Stuff Pizza
NV	Walker Lake	Bighorn Crossing	847 Frontage Road	89415-9616	907-723-3453	Neff Enterprises, LLC	Hot Stuff Pizza
NV	Beatty	Rebel #74 (Anabi)	102 East Highway 95	89003	775-553-2227	Anabi Oil / Nevada AK, Inc.	Hot Stuff Pizza/Hot Stuff Subs
NV	Dayton	S&S Market	215 Highway 50 East	89403-6614	776-246-0246	Harkeerat, Inc.	Hot Stuff Pizza/Chopz/Chix
NV	Las Vegas	Speedee Mart #126	6625 Speedway Boulevard	89115-1844	702-381-0995	Speedee Mart, Inc.	Hot Stuff Pizza
NV	Washoe Valley	24 Seven	3205 Eastlake Boulevard	89704-9726	775-230-2244	ARRYN, Inc.	Hot Stuff Pizza
OH	Archbold	Valero Main Stop (Saneholtz)	1200 Stryker Street	43502	419-445-1665	Saneholtz McKarns, Inc.	Hot Stuff Pizza
OK	Lawton	Red Dirt Reloaded	6425 Northwest Cache Road	73505	580-699-3478	RTP LLC	Hot Stuff Pizza
OK	Panama	Quik Mart	400 North Kentucky Avenue	74951	918-963-9183	Gondal Petroleum, Inc.	Hot Stuff Pizza
SC	Columbia	Pops Pantry Express #600 (Winnsboro)	1909 Percival Road	29223	803-736-7147	Winnsboro Petroleum, Company, Inc.	Hot Stuff Pizza
SC	Moncks Corner	Cypress Mart	2960 South Live Oak Drive	29461-8721	843-761-5909	Jai Lakshmi, LLC	Hot Stuff Pizza
SC	Ridgeland	Tiger Express	6309 West Frontage Road	29912	843-726-6240	Shiv One, LLC	Hot Stuff Pizza/Chix/Chopz
SD	Lennox	Cenex Zip Trip (CHS)	47073 US Highway 18	57039-5715	605-372-4166	CHS Ag Services (Zip Trip / Cenex Petroleum, Inc.)	Hot Stuff Pizza
SD	Rapid City	Yesway #1189	3275 South Highway 79	57701	605-343-0182	Yesway Convenience Stores	Hot Stuff Pizza
SD	Sioux Falls	Crystal Ice	601 West 33rd Street	57105-4703	605-310-0019	Crystal Ice Concessions	Hot Stuff Pizza
SD	Sioux Falls	Sanford Business Center (Benson Road)	2200 East Benson Road	57104	605-333-1000	Sanford Health: Sanford Hospital USD Medical Center	Paavo's
SD	Fort Pierre	Yesway #1176	501 North Deadwood Avenue	57532	605-223-9878	Yesway Convenience Stores	Hot Stuff Pizza
SD	Buffalo	Cenex ProPoint Coop	307 Highway 85	57720-0186	605-375-3303	ProPoint Cooperative	Hot Stuff Pizza
TN	Erin	TriStar / Sudden Service #42	3551 West Main Street	37061-4148	931-289-3455	Hollingsworth Oil Co., Inc.	Hot Stuff Pizza
TX	Carmine	The Village Mart	115 West Sylvan Street	78932	919-278-3333	Dessau Road, LLC	Hot Stuff Pizza
TX	Flint	Kim's 43	18910 FM 2493	75762	903-894-3503	Michael A. Bacica dba Craft Corner	Hot Stuff Pizza
TX	Iowa Park	Yesway #1168	1501 North Pacific Avenue	76367	940-592-1900	Yesway Convenience Stores	Hot Stuff Pizza
TX	Lubbock	Yesway #1156	2611 East Slaton Road	79414	806-771-8800	Yesway Convenience Stores	Hot Stuff Pizza
TX	Orange	Food Mart #1	7120 I-10 West	77632-8031	409-745-9502	Sunchase Enterprises, Inc. dba Delaware Food Mart	Hot Stuff Pizza
TX	Johnson City	Bigs #109	7678 East Highway 290	78636	830-868-0506	Bigs (Henly Express, LLC_	Hot Stuff Pizza
TX	Brownfield	Yesway #1157	1106 Lubbock Road	79316	806-637-3151	Yesway Convenience Stores	Hot Stuff Pizza
TX	Ropesville	Yesway #1167	110 Arnett Avenue	79358	806-562-2030	Yesway Convenience Stores	Hot Stuff Pizza
TX	Shallowater	Yesway #1153	1107 12th Street	79363	806-832-4856	Yesway Convenience Stores	Hot Stuff Pizza
TX	Jarrell	Roadster Travel Center	13745 North I-35 Service Road	76537	512-746-2439	Roadster Management LLC, Jarrell Store, Inc.	Hot Stuff Pizza
TX	Houston	Roadster #14 (Farrell Business, Inc.)	19419 Aldine Westfield Road	77073	832-957-3914	Roadster Management LLC / Farrell Business, Inc.	Hot Stuff Pizza
TX	Houston	Roadster #4 (Nisaa Investment, LLC)	3818 Wilcrest Drive	77042	713-784-3361	Roadster Management LLC / Nisaa Investment, LLC	Hot Stuff Pizza
TX	Diboll	One The Way	701 South Temple	75941	936-829-5691	One The Way	Hot Stuff Pizza
TX	Windthorst	Windthorst Convenience & Liquor / The Liquor Store	18847 US Highway 281	76389	940-423-6677	The Liquor Store, LLC	Hot Stuff Pizza
UT	Ivins	Chevron Canyon Crossing	1175 East Snow Canyon Parkway	84738	434-703-9571	Canyon Crossing Petroleum, LLC	Hot Stuff Pizza
UT	Salt Lake City	Chevron Top Stop (Wind River)	4025 West 1820 South	84104	801-972-3063	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Pizza
UT	Lehi	Chevron Top Stop (Wind River)	3501 North Center Street	84043	208-220-6743	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Pizza
UT	Richfield	Chevron Top Stop (Wind River)	750 East 300 North	84701	435-896-8338	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Pizza
UT	Farmington	Chevron Top Stop (Wind River)	35 South 100 East	84025	801-451-0066	Wind River Petroleum / Top Stop Convenience Stores	Hot Stuff Kitchen
WA	Sedro Woolley	Handy Mart	500 East State Street	98284	360-855-2198	Choice Management Inc.	Hot Stuff Pizza
WI	Baraboo	Pierce's Express Market	935 8th Street	53913-1721	608-356-6969	BWP Express, Inc.	Hot Stuff Pizza
WI	Sun Prairie	Liberty Square Gas Station	1354 North Bird Street	53590-1185	262-237-0958	Liberty Square Gas Station, Inc.	Hot Stuff Pizza
WI	Green Bay	Shell University	2590 University Avenue	54311	920-292-0210	Wimiles, Inc. Center Court Convenience, LLC	Hot Stuff Pizza
WI	Gilman	Cenex Gilman Convenience Store (River Country)	485 West Main Street	54433	715-447-5746	River Country Co-Op	Hot Stuff Pizza
WI	Thorp	Express Mart (Thaler)	602 South Washington Street	54771-9206	715-669-3094	J&S Sales of Chippewa Falls, LLC	Hot Stuff Pizza

WI	Watertown	Watertown BP Mart	330 Summit Avenue	53094-5408	605-604-8174	Watertown BP Mart	Hot Stuff Pizza
WI	Burlington	Quick Mart	656 McHenry Street	53105	262-767-9057	Pritpawan Enterprises, LLC	Hot Stuff Pizza
WY	Shoshoni	Fast Lane Inc	110 West 2nd Street	82649	307-876-9421	Fast Lane Inc. (Shoshoni, WY)	Hot Stuff Pizza/Hot Stuff Subs

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM

List of Franchises Signed but Not Yet Open

[SEE ATTACHED]

Orion Food Systems, LLC
Sioux Falls, SD

Franchises Signed but Not Yet Open as of 3-25-2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Owner Name	Brands
LA	Duson	Ridge Gas & Grocery Bobalou's	815 Golden Grain Road	20529	337-872-8961	Ridge Gas & Grocery	Hot Stuff Kitchen
MN	Motley	My Store Motley (Arco)	1000 Highway 10 South	54466	218-352-6000	My Store - Bagley LLC	Hot Stuff Kitchen
NC	Albemarle	Fuel Smart #5	613 West Main Street	28001	704-983-2270	Fuel Smart	Hot Stuff Pizza
NC	Troy	Troy Community Mart #1	530 North Main Street	27371-2744	910-576-1747	Troy Community Mart #1, LLC	Hot Stuff Pizza
NC	Warsaw	Scotty's Gas N Grub	2703 State Highway 24 West	28398	208-431-7775	Scotty's Gas N Grub, Co.	Hot Stuff Kitchen
OH	Monroe	Main Street Food Mart (Patel)	595 South Main Street	45036	513-377-7192	595 South Main LLC (Patel)	Hot Stuff Kitchen

List of Franchise Transfers

[SEE ATTACHED]

Orion Food Systems, LLC
Sioux Falls, SD

Transfers During FY 2023

St	City	Store Name	Store Address	Store Zip	Store Phone	Brands
AL	Greensboro	M and P Marketing	1305 State Street	36744-2014	334-624-0887	Hot Stuff Pizza
AL	Linden	Parr's Corner Store	2010 South Main Street	36748	334-295-0087	Hot Stuff Pizza
AZ	Lake Havasu City	Texaco Food Mart	1571 South Palo Verde Boulevard	86403	928-854-1570	Hot Stuff Pizza
ID	Dubois	Phillips 66 Ike's 66				Hot Stuff Pizza/Chopz
ID	Payette	Campo's Fast & Easy	931 South Main	83661	208-642-2272	Hot Stuff Pizza
IN	Flora	75 Maramart	508 West Columbia	46929	574-967-4830	Hot Stuff Pizza
KS	Garden City	Qwik Fuel Garden City	3020 Jones Avenue	67846	620-275-0258	Hot Stuff Pizza/Chopz
KS	Oakley	Qwik Fuel Oakley	465 US Highway 83	67748	785-672-3900	Hot Stuff Pizza
KS	Stockton	Qwik Fuel Stockton	324 South 2nd	67669-1961	785-425-7062	Hot Stuff Pizza
MN	Browns Valley	Cenex Browns Valley (Fisher)	521 West Broadway	56219	320-695-2452	Hot Stuff Pizza
MN	Lake Benton	Express Way Lake Benton	117 East Benton, Highway 75	56149-0329	507-368-4204	Hot Stuff Pizza/Hot Stuff Subs
MN	Sebeka	Rife's Stop N Shop	320 West Minnesota Avenue West	56477	218-837-5455	Hot Stuff Pizza
MN	Verndale	Rife's	100 East Mason Avenue	56481	740-304-2996	Hot Stuff Pizza
MO	Caulfield	USA Investments	347 US Highway 160	65626-9299	417-284-3340	Hot Stuff Pizza/Gourmet Grub
MO	Gainesville	Bullseye #36	1 MO 5, 781st Street	65655	417-679-4666	Hot Stuff Pizza/Gourmet Grub
MO	Theodosia	Bullseye #22	2660 US Highway 160 West	65761	417-273-5502	Hot Stuff Pizza/Gourmet Grub
MS	Banner	Pop's	527 Highway 9 West	38913	662-413-7677	Hot Stuff Pizza
MS	Heidelberg	Express Lane Stuckey's (Donco)	2417 Pine Avenue	39439	601-787-4272	Hot Stuff Pizza/Gourmet Grub
NE	Oxford	Cenex Ag Valley Coop	202 East Cornwall	68967	308-824-3850	Hot Stuff Pizza
NM	Pine Hill	Pine Hill Market	Route 125	87321	505-775-3667	Hot Stuff Pizza
OK	Laverne	Maggie's Mini Mart	915 South Broadway	73848-0710	580-921-3302	Hot Stuff Pizza
SD	Howard	Corner Pantry	105 East Highway 34	57349	605-772-4747	Hot Stuff Pizza
SD	Lennox	Cenex Zip Trip (CHS)	47073 US Highway 18	57039	605-372-4166	Hot Stuff Pizza
SD	Rosholt	Crossroads Convenience Store	19 East Dakota Street	57260-2222	605-537-4828	Hot Stuff Pizza/Hot Stuff Subs
SD	Sisseton	Sinclair K & K Convenience and Wash (Fisher)	309 East Hickory	57262	605-742-7474	Hot Stuff Pizza
TX	Ballinger	Yesway/Allsups	417 Hutchins Avenue	76821	325-365-3237	Hot Stuff Pizza
TX	Christoval	Yesway/Allsups	20793 South US Highway 277	76935	325-896-2246	Hot Stuff Pizza/Hot Stuff Subs
TX	Coleman	Yesway/Allsups	516 South Commercial Avenue	76834	325-625-1011	Hot Stuff Pizza
TX	Eden	Yesway/Allsups	502 West Broadway	76837	325-869-8509	Hot Stuff Pizza
TX	Farmers Branch	Exxon Midway	4205 LBJ Freeway	75244	972-239-7751	Hot Stuff Pizza
TX	Menard	Yesway/Allsups	811 Ellis	76859-0181	325-396-2030	Hot Stuff Pizza
TX	San Angelo	Yesway/Allsups	1801 College Hills Boulevard	76904-4909	325-949-4222	Hot Stuff Pizza
TX	Sonora	Yesway/Allsups	909 Water Avenue	76950	325-387-5082	Hot Stuff Pizza

TX	Sterling City	Yesway/Allsup's	920 East 4th Street	76951	325-378-3617	Hot Stuff Pizza
TX	Water Valley	Yesway/Allsup's	16277 North US Highway 87	76958	325-484-2034	Hot Stuff Pizza
WA	Connell	Metro Mart #5	1 Eagle Crest Drive	99364	509-619-8097	HSP/GG
WA	Maple Falls	Starvin Sam's	7519 Kendall Road	98266	360-599-2668	Hot Stuff Pizza/Gourmet Grub
WI	Pulaski	True North Pulaski	113 South Wisconsin Street	54162-9208	920-822-8303	Hot Stuff Pizza/Gourmet Grub

EXHIBIT F
List of State Franchise Administrators

Department of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344
Phone: (213) 576-7500
1 (866) 275-2677

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Office of Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202

Minnesota Department of Commerce
85 Seventh Place East, Suite 280
St. Paul, Minnesota 55101

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol Fifth Floor, Dept. 414
Bismarck, North Dakota 58505 -0510

South Dakota Department of Labor and Regulation
Division of Insurance / Securities Regulation
124 South Euclid, Suite 104
Pierre, South Dakota 57501

Washington Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, Washington 98507-9033
Ph: (360) 902-8760

Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 204
Honolulu, Hawaii 96813

Indiana Secretary of State
Securities Division
302 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Michigan Department of Commerce
Corporations and Securities Bureau
Franchise Administrator
670 Law Building
Lansing, Michigan 48913

New York State Department of Law
Bureau of Investor Protection and Securities
120 Broadway
New York, New York 10271

Rhode Island Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

State Corporation Commission
Division of Securities and Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, Virginia 23219

Wisconsin Commissioner of Securities
345 West Washington Avenue, 4th Floor
P.O. Box 1768
Madison, Wisconsin 53703

EXHIBIT G
ORION Development Representatives Information

The following is a list of sales developers employed by ORION as of the date of this Disclosure Document (all of which are employees of ORION).

Justin Brooks, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

John Conlin, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Derek Delaney, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Adrian Doolin, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Brett Eble, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Mona Goltz, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

George Jones, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Jody Leonard, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Mike Macomber, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Dennis Norley, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Charles Sciascia, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Donovan Sienko, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

Cory Zweibahmer, 2930 West Maple Street, Sioux Falls, SD 57107; 605-336-6961

EXHIBIT H
Agents for Service of Process

<u>STATE</u>	<u>NAME AND ADDRESS OF REGISTERED AGENT</u>
Alabama	The Corporation Company 2000 Interstate Park Drive, Suite 204 Montgomery, AL 36109
Alaska	C T Corporation System 9360 Glacier Highway, Suite 202 Juneau, AK 99801
Arizona	C T Corporation System 2394 East Camelback Road Phoenix, AZ 85016
Arkansas	The Corporation Company 124 West Capitol Avenue, Suite 1400 Little Rock, AR 72201
California	C T Corporation System 818 West 7 th Street Los Angeles, CA 90017
Colorado	The Corporation Company 1675 Broadway, Suite 1200 Denver, CO 80202
Connecticut	C T Corporation System One Corporate Center, Floor 11 Hartford, CT 06103
Delaware	The Corporation Trust Company 1209 Orange Street Wilmington, DE 19801
District of Columbia	C T Corporation System 1015 15 th Street, N.W., Suite 1000 Washington, D.C. 20005
Florida	C T Corporation System 1200 South Pine Island Road Plantation, FL 33324
Georgia	C T Corporation System 1201 Peachtree Street, N.E. Atlanta, GA 30361
Hawaii	The Corporation Company, Inc. 900 Fort Street Mall, Suite 1800 Honolulu, HI 96813
Idaho	C T Corporation System 1111 West Jefferson, Suite 530 Boise, ID 83702

<u>STATE</u>	<u>NAME AND ADDRESS OF REGISTERED AGENT</u>
Illinois	C T Corporation System 208 S. LaSalle Street, Suite 814 Chicago, IL 60604
Indiana	C T Corporation System 251 East Ohio Street, Suite 1100 Indianapolis, IN 46204
Iowa	C T Corporation System 2222 Grand Avenue Des Moines, IA 50312
Kansas	The Corporation Company, Inc. 515 South Kansas Avenue Topeka, KS 66603
Kentucky	C T Corporation System Kentucky Home Life Building Louisville, KY 40202
Louisiana	C T Corporation System 5615 Corporate Boulevard, Suite 400B Baton Rouge, LA 70808
Maine	C T Corporation System One Portland Square Portland, ME 04101
Maryland	The Corporation Trust Incorporated 300 East Lombard Street Baltimore, MD 21202
Massachusetts	C T Corporation System 155 Federal Street, Suite 700 Boston, MA 02110
Michigan	The Corporation Company 30600 Telegraph Road, Suite 2345 Bingham Farms, MI 48025
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101
Mississippi	C T Corporation System 645 Lakeland East Drive, Suite 101 Flowood, MS 39232
Missouri	C T Corporation System 120 South Central Avenue Clayton, MO 63105
Montana	C T Corporation System 17 North Front Street Cascade, MT 59421

<u>STATE</u>	<u>NAME AND ADDRESS OF REGISTERED AGENT</u>
Nebraska	C T Corporation System 301 South 13 th Street Lincoln, NE 68508
Nevada	The Corporation Trust Company of Nevada 6100 Neil Road, Suite 500 Reno, NV 89511
New Hampshire	C T Corporation System 9 Capitol Street Concord, NH 03301
New Jersey	The Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628
New Mexico	C T Corporation System 123 East Marcy Street Santa Fe, NM 87501
New York	C T Corporation System 111 Eighth Avenue New York, NY 10011
North Carolina	C T Corporation System 225 Hillsborough Street Raleigh, NC 27603
North Dakota	C T Corporation System 314 East Thayer Avenue Bismarck, ND 58501
Ohio	C T Corporation System 1300 East 9 th Street Cleveland, OH 44114
Oklahoma	The Corporation Company 735 First National Building Oklahoma City, OK 73102
Oregon	C T Corporation System 388 State Street, Suite 420 Salem, OR 97301
Pennsylvania	C T Corporation System 100 Pine Street, Suite 325 Philadelphia, PA 17101
Rhode Island	C T Corporation System 10 Weybosset Street Providence, RI 02903
South Carolina	C T Corporation System Two Insignia Financial Plaza, 75 Beattie Place Greenville, SC 29601

<u>STATE</u>	<u>NAME AND ADDRESS OF REGISTERED AGENT</u>
South Dakota	Director of Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 CT Corporation System 319 South Coteau Street Pierre, SD 57501-3108
Tennessee	C T Corporation System 800 South Gay Street, Suite 2021 Knoxville, TN 37929
Texas	C T Corporation System 350 North St. Paul Street Dallas, TX 75201
Utah	C T Corporation System 136 East South Temple, Suite 2100 Salt Lake City, UT 84111
Vermont	C T Corporation System 400 Cornerstone Drive, Suite 240 Williston, VT 05495
Virginia	C T Corporation System 4701 Cox Road, Suite 301 Glen Allen, VA 23060
Washington	C T Corporation System 1801 West Bay Drive, N.W., Suite 206 Olympia, WA 98502
West Virginia	C T Corporation System 707 Virginia Street East Charleston, WV 25301
Wisconsin	C T Corporation System 8040 Excelsior Drive, Suite 202 Madison, WI 53717
Wyoming	C T Corporation System 1720 Carey Avenue Cheyenne, WY 82001

EXHIBIT I
WISCONSIN ADDENDUM
ORION FOOD SYSTEMS, L.C.C.
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

Except as provided herein, the Orion Food Systems, LLC Franchise Disclosure Document and Franchise Agreement shall remain in full force and effect in accordance with their terms.

Chapter 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provision of the Franchise Agreement that is inconsistent with the law.

Registered agent in Wisconsin authorized to receive service of process: Wisconsin Commissioner of Securities, 345 West Washington Avenue, 4th Floor, P.O. Box 1768, Madison, Wisconsin 53703.

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
Illinois	
Indiana	
Michigan	
Minnesota	
North Dakota	
South Dakota	
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.

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully. If Orion Food Systems, LLC, ("ORION") 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 ORION or its affiliates in connection with the proposed franchise sale.

If ORION does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of Federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency listed on Exhibit F.

I have received a Disclosure Document dated August 9, 2023, that included the following Exhibits:

A. Franchise Agreement	F. List of State Administrators
B. Equipment Agreement	G. ORION Development Representatives Information
C. IGNU Agreement	H. Agents for Service of Process
D. Financial Statements	I. State Addendum
E. List of Franchisees and Former Franchisees	

PROSPECTIVE FRANCHISEE – If a Business Entity

PROSPECTIVE FRANCHISEE – If an Individual

(Print or type name of corporation or partnership)

(Print or type name of individual)

	<u>Name (Print or type)</u>	<u>Signature</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Potential Unit City and State: _____

THIS PAGE MUST BE SIGNED BY AN OFFICER OF A CORPORATION, THE GENERAL PARTNER(S) OF A PARTNERSHIP, OR ANY INDIVIDUAL RECEIVING A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT AND MUST BE RETURNED IMMEDIATELY TO:

ORION FOOD SYSTEMS, LLC
2930 WEST MAPLE STREET
SIOUX FALLS, SD 57107
ATTENTION: NEW BUSINESS/CONTRACT ADMINISTRATION DEPT.

Franchise Seller:

Name _____ Address: _____

Phone: _____

ORION's Registered Agent authorized to receive service of process is: _____

RECEIPT

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PROSPECTIVE FRANCHISEE – If a Business Entity

PROSPECTIVE FRANCHISEE – If an Individual

(Print or type name of corporation or partnership)

(Print or type name of individual)

	<u>Name (Print or type)</u>	<u>Signature</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Potential Unit City and State: _____

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